

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, FEBRUARY 15, 2016, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Christopher Hall, Elevation Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the February 1, 2016 Regular Meeting and the February 8, 2016 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
  - a) Budget Amendment No. 36 – To Appropriate \$35,000 of Budgetary Authority to Establish Initial Budgets for Preliminary Surveying, Soil Borings, Design and Easements for the Following Future Projects in the Capital Improvement Plan: 1) 56<sup>th</sup> Street-Byron Center to Ivanrest, 2) Division Avenue Interurban Sanitary Sewer and 3) Noel, Wykes, Longstreet Watermain
- 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 Councilmember, that member may request removal from the Consent Agenda.)*

  - a) Of Appreciation to James Leach for His Service as a Member of the Board of Directors of the Economic Development Corporation and Brownfield Redevelopment Authority of the City of Wyoming
  - b) To Confirm the Reappointment of Heidi Isakson as a Member of the Board of Directors of the Economic Development Corporation and the Brownfield Redevelopment Authority for the City of Wyoming
  - c) To Set a Date for a Public Hearing on the Proposed Wyoming Community Development 2016/2017 One Year Action Plan (April 4, 2016 at 7:01 p.m.)
- 15) Resolutions**
  - d) To Set a Public Hearing on Proposed Conditional Transfer of Property Agreement with Byron Township (March 7, 2016 at 7:02 p.m.)

- e) To Approve the Use of Lamar Park for a 24 Hour Charity Event and to Waive Reservation Fees for the Event
- f) To Waive Certain Requirements of the Code of the City of Wyoming for T.J. Schmidt, LLC, Carnival to be Held at the Loeks Theatres, Inc., Property from April 8 – April 17, 2016
- g) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union
- h) To Establish a Temporary Polling Place for Precincts 5 and 7 in the City of Wyoming, Kent County, Michigan
- i) To Authorize the Mayor and City Clerk to Execute an Easement for Electric Facilities with Consumers Energy Company
- j) To Approve the Agreement for the Designation of Primary Emergency Ground Ambulance Service Areas Among EMS Providers

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

- k) To Authorize GEA Westfalia Separator Division to Perform Inspection and Repairs on Two Centrifuges Located at the Water Treatment Plant
- l) To Concur with Acceptance of an Agreement with Firehouse Software
- m) For Award of Bid
  - 1. Sand

**17) Ordinances**

- 1-16 To Add Chapter 26 to the Code of the City of Wyoming Entitled “Emergency Ambulance Service” (First Reading)
- 2-16 To Amend Section 2-423 of the Code of the City of Wyoming (CEC Membership and Appointment) (First Reading)
- 3-16 To Amend Section 2-427(4) of the Code of the City of Wyoming (CEC Contracts) (First Reading)
- 4-16 To Add Section 50-38 to the Code of the City of Wyoming (Sex Offender Registration Fee) (First Reading)
- 5-16 To Amend Section 50-162 of the Code of the City of Wyoming (Possession and Use of Marihuana) (First Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

**20) Closed Session** (as necessary)

**21) Adjournment**

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: February 15, 2016**

**Budget Amendment No. 036**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$35,000 of additional budgetary authority to establish initial budgets for preliminary surveying, soil borings, design and easements for the following future projects in the Capital Improvement Plan - 1) 56th Street-Byron Center to Ivanrest, 2) Division Ave Interurban Sanitary Sewer and 3) Noel, Wykes, Longstreet Watermain.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Capital Improvement Fund</u></b>				
Public Works - Major Street Construction - Capital Outlay Major Street Construction				
Project: 2016 CP.56thStBCtoIvan.Expense				
400-441-50200-972.502	4,149,656.59	10,000.00		4,159,656.59
Fund Balance/Working Capital (Fund 400)		<u>-</u>	<u>10,000.00</u>	
<b><u>Sewer Fund</u></b>				
Public Works - Capital Outlay - Capital Outlay Sanitary Sewer				
Project: 2016 CP.DivInterurbanSwr.Expense				
590-441-54400-972.544	420,000.00	15,000.00		435,000.00
Fund Balance/Working Capital (Fund 590)		<u>-</u>	<u>15,000.00</u>	
<b><u>Water Fund</u></b>				
Public Works - Capital Outlay - Capital Outlay Watermains				
Project: 2016 CP.NoelWykesLongWM.Expense				
591-441-57300-972.573	2,723,356.67	10,000.00		2,733,356.67
Fund Balance/Working Capital (Fund 591)		<u>-</u>	<u>10,000.00</u>	

Recommended: *Mate Balgors*  
Accountant

*Hedi A. Smith*  
Dep City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2015-2016 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO JAMES LEACH FOR HIS SERVICE AS A  
MEMBER OF THE BOARD OF DIRECTORS OF THE ECONOMIC DEVELOPMENT  
CORPORATION AND BROWNFIELD REDEVELOPMENT AUTHORITY  
OF THE CITY OF WYOMING

WHEREAS:

1. James Leach has served faithfully and effectively as a member of the Economic Development Corporation and Brownfield Redevelopment Authority since February 3, 2009.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to James Leach for his dedicated service as a member of the Economic Development Corporation and Brownfield Redevelopment Authority.

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 February 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF  
HEIDI ISAKSON AS A MEMBER OF THE BOARD OF DIRECTORS  
OF THE ECONOMIC DEVELOPMENT CORPORATION AND THE BROWNFIELD  
REDEVELOPMENT AUTHORITY FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Heidi Isakson expired on February 13, 2016.
2. Mayor Jack Poll has recommended the reappointment of Heidi Isakson as a member of the Board of Directors of the Economic Development Corporation and the Brownfield Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming, Michigan does hereby confirm the reappointment of Heidi Isakson as a member of the Board of Directors of the Economic Development Corporation and the Brownfield Redevelopment Authority for the City of Wyoming, Michigan for the regular term ending February 13, 2022.

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 February 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON THE PROPOSED  
WYOMING COMMUNITY DEVELOPMENT 2016/2017 ONE YEAR ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 40 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a One Year Action Plan application for the 41st program year covering the period of July 1, 2016, through June 30, 2017.
3. On February 3, 2016, the Wyoming Community Development Committee unanimously recommended a proposed Wyoming Community Development 2016/2017 One Year Action Plan.
4. A City Council public hearing is a requirement prior to City Council approval of the Wyoming Community Development 2016/2017 One Year Action Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of April 4, 2016 at 7:01 p.m. for a public hearing on the Wyoming Community Development 2016/2017 One Year Action Plan.

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 February 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

**CITY COUNCIL  
CITY OF WYOMING, MICHIGAN**

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO SET A PUBLIC HEARING ON PROPOSED  
CONDITIONAL TRANSFER OF PROPERTY AGREEMENT  
WITH BYRON TOWNSHIP**

**WHEREAS:**

1. Act 425 of the Public Acts of Michigan of 1984, as amended (“Act 425”) authorizes “local governmental units,” to enter into agreements to provide for the conditional transfer of property from the jurisdiction of one local governmental unit to that of another local governmental unit, to provide for the sharing of taxes and other revenues, and to address other issues.
2. The Byron Township and the City of Wyoming are local governmental units as defined in Act 425.
3. Representatives of the City of Wyoming and Byron Township have prepared a proposed Conditional Transfer of Property Agreement for consideration by the Byron Township Board and the Wyoming City Council, a copy of which is attached as Exhibit A (the “Agreement”) in response to a request by Gable Holdings II, LLC.
4. Act 425 requires each of the participating local governmental units to hold a public hearing before entering into an agreement for the conditional transfer of property.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Wyoming City Council shall hold a public hearing on the proposed Conditional Transfer of Property Agreement attached as Exhibit A at its regular meeting on March 7, 2016, at 7:02 p.m., local time, in the City Council Chambers in the Wyoming City Hall, 1155-28<sup>th</sup> Street SW, Wyoming, Michigan.
2. That the City Clerk is authorized and directed to provide notice of that public hearing as required by 1976 PA 267, as amended, and in accordance with the standard City practices for providing such notices when state law or other applicable requirements do not specify particular requirement.

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 February 15, 2016.

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Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Conditional Transfer of Property Agreement

Resolution No. \_\_\_\_\_

## CONDITIONAL TRANSFER OF PROPERTY AGREEMENT

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

### RECITALS

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

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

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

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

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

and

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

and

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

and

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

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

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

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

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

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

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

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

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

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

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

#### TERMS AND CONDITIONS

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

#### ARTICLE I

#### PURPOSE, AUTHORITY, CONSIDERED FACTORS, AND REPRESENTATIONS

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

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

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

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

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

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

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

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

## ARTICLE II TRANSFER AND EFFECTS

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

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

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

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

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

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

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

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

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

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

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

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

2.8 Property Tax Abatements.

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

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

2.9 Parcel B Transfer.

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

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

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

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

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

ARTICLE III  
SHARING OF TAXES AND OTHER REVENUES

3.1 Sharing of Property Taxes.

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

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

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

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

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

ARTICLE IV  
TERM AND TERMINATION

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

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

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

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

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

## ARTICLE V MISCELLANEOUS

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

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

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

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

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

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

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

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

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

**CITY OF WYOMING**

**BYRON TOWNSHIP**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Audrey Nevins Weiss, Supervisor

Attest: \_\_\_\_\_  
Kelli A. VandenBerg, Clerk

Attest: \_\_\_\_\_  
Joel H. Hondorp, Clerk

Approved by City Council Resolution No. \_\_\_\_\_,  
adopted on \_\_\_\_\_, 2016.

Approved by Township Board Resolution No.  
\_\_\_\_\_, adopted on \_\_\_\_\_, 2016.

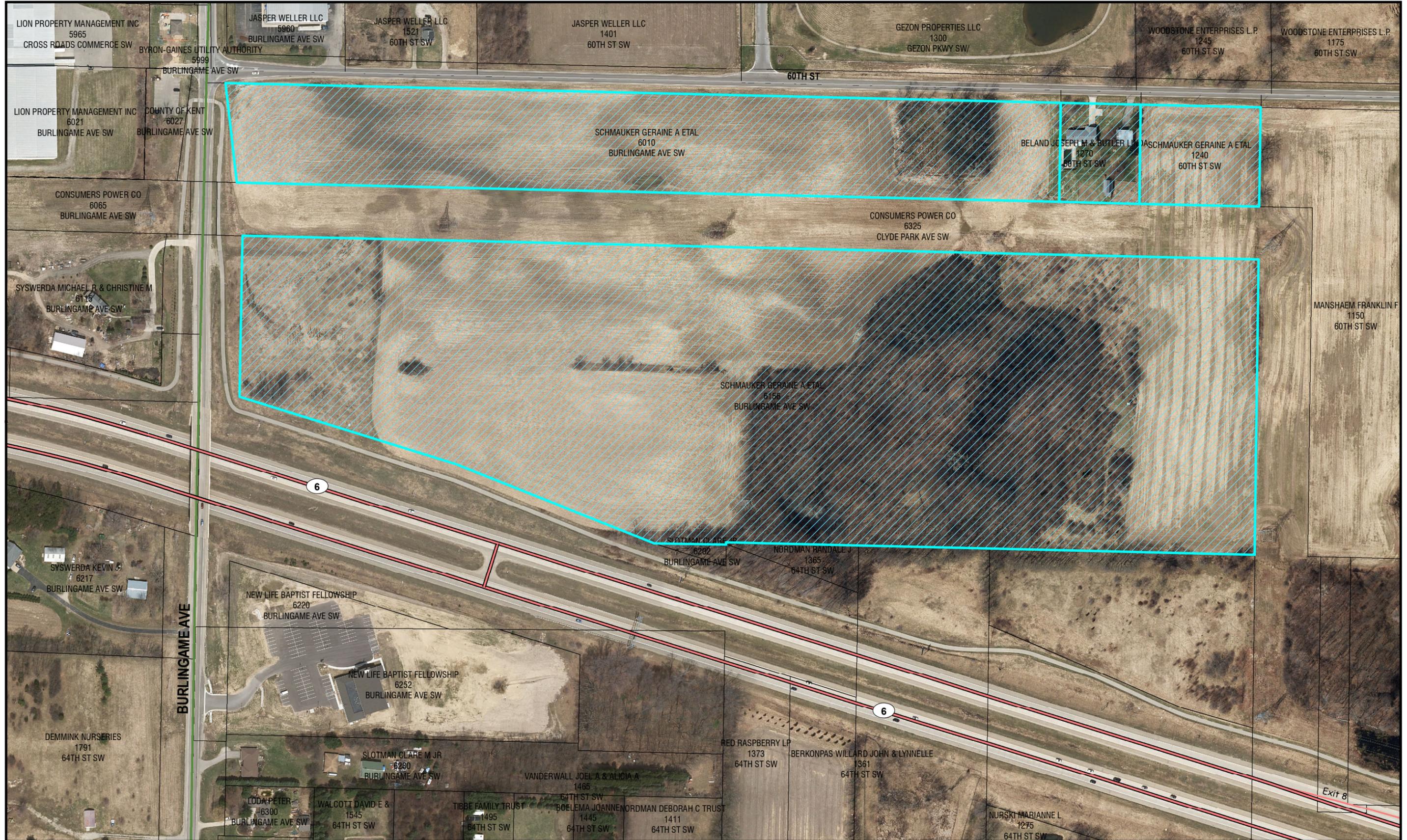
Acknowledged and consented to by:

**GABLE HOLDINGS II, LLC**

By: \_\_\_\_\_  
Ned Quinn, Member

Date signed: \_\_\_\_\_, 2016

# 425 Agreement Area





RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE THE USE OF LAMAR PARK FOR A 24 HOUR CHARITY  
EVENT AND TO WAIVE RESERVATION FEES FOR THE EVENT

WHEREAS:

1. The American Cancer Society has requested the use of Lamar Park commencing at 3:00 p.m. until 8:00 p.m. Thursday, May 19, 2016 and 7:00 a.m. Friday, May 20, 2016 through 3:00 p.m. Saturday, May 21, 2016, to host a Relay for Life event for the purpose of raising funds to combat cancer.
2. Section 54-6 of the City Code states that no person is to be in or upon a City Park between the hours of 11:00 p.m. and 7:00 a.m. without specific written consent from the City.
3. The American Cancer Society has also requested the waiver of all facility fees related to the event in lieu of the City of Wyoming's co-sponsorship of the event.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to grant permission to waive Section 54-6 of the City Code.
2. The Mayor and City Clerk are hereby authorized to approve the waiver of all facility fees related to the event.

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 February 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: February 8, 2016

Subject: American Cancer Society's Wyoming Relay For Life

From: Eric Tomkins, Recreation Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 15, 2016

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### RECOMMENDATION:

It is recommended that the City Council approve the request from the American Cancer Society to host a Relay For Life event at Lamar Park on Friday, May 20 and Saturday, May 21, 2016 (some event set-up will need to take place on the evening of Thursday, May 19). The request is being brought to the City Council for approval as the American Cancer Society is requesting the City of Wyoming co-sponsor the event (waiving all facility fees, estimated to be \$3,400) and the event is a 24 hour event which requires written consent to waive the City of Wyoming Ordinance, Sec. 54-6 related to the Closing of City Parks.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The American Cancer Society's Relay For Life event is based on walking and experiencing an outdoor setting for the activities related to the event.

Social Equity – Relay For Life is a charitable activity designed to raise funds for cancer research and treatment. It brings together many businesses and organizations in the Wyoming area to participate together in this cause.

Economic Strength – Outside of raising much needed funding in the fight against cancer, Relay For Life brings together employees and volunteers from many area businesses and organizations to work together towards developing pride in the community.

### DISCUSSION:

This will be the 12th year of the City's support of the Relay For Life event being held at Lamar Park. The event traditionally attracts approximately 1,000 participants over the entire 24 hour period, with approximately 250 individuals being on site at any one time. The event would utilize all Lamar Park sections, the open air shelter, grandstand, 300' softball field and the department's portable stage. The American Cancer Society will be responsible for a) notifying the immediate neighborhood of the event and its related activities, b) provide an emergency service plan of action, event insurance naming the City of Wyoming as an additional insured and any other items as required, c) affirm that pets are prohibited from event participation, and d)

adhere to any and all other park rules and regulations. As mentioned in their letter of request, the American Cancer Society recognizes that music and other related noise will be subjected to the City's existing noise ordinance. There are no other considerations necessary in regards to ordinance or zoning for overnight activities, including camping, except for the written consent necessary to waive Ordinance, Sec. 54-6 related to the Closing of Parks.

**BUDGET IMPACT:**

The City of Wyoming shall lose approximately \$3,400 in fees through sponsoring the event. Without such sponsorship, the event would most likely not occur.

**CITY OF WYOMING PARKS AND RECREATION DEPARTMENT**  
**Special Event Application**

ORGANIZATION: American Cancer Society Relay For Life

CONTACT NAME: Whitney Rivest

TITLE: Community Manager, Relay For Life

ADDRESS: 129 Jefferson Ave

CITY/STATE/ZIP: Grand Rapids, MI 49503

DAY PHONE: 616-551-4039 EVENING PHONE: 906-281-0627

FAX: 616-364-6451 E-MAIL: Whitney.Rivest@Cancer.org

EVENT NAME(S): Relay For life of Wyoming

EVENT DESCRIPTION(S): Annual Relay for life is an over night, team based, community event with games, music, activities, and entertainment to fight back against cancer through the American Cancer Society

IS THIS A 1<sup>st</sup> TIME EVENT: YES \_\_\_\_\_ NO

(If NO, where was event held last year): Lamar Park

DATES REQUESTED: Friday, May 20<sup>th</sup> - Saturday, May 21<sup>st</sup> Possible Thursday setup time  
(attach information if necessary)

TIMES REQUESTED: Friday 9am - Saturday 12 noon  
(attach information if necessary)

EXPECTED ATTENDANCE: 200  
(per date)

PARK AND FACILITIES REQUESTED: Lamar Park, - Stage truck, Restrooms, Covered Gazebo. All the same facilities as previous years.

WILL REQUEST INVOLVE USE OF SPECIAL EQUIPMENT (inflatable games, dunk tank, etc.):  
Possibly - Depending on donation of such items to the event.

REQUESTING CITY OF WYOMING CO-SPONSORSHIP: YES \_\_\_\_\_ NO \_\_\_\_\_  
(If YES, you must submit a letter of request addressing your reason for seeking co-sponsorship. A request for fee waivers would be considered a request for co-sponsorship.)

*(Please send completed application to City of Wyoming Parks and Recreation Department, 1155 - 28<sup>th</sup> ST SW, Wyoming MI 49509 or e-mail to parks\_info@wyomingmi.gov or fax to 616-249-3400 attn: Event Application. Online event application available at www.wyomingmi.gov/ParksRec/specialeventform.asp)*

**OFFICE USE ONLY: APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_**



November 2, 2015

Eric Tomkins  
City of Wyoming Parks and Recreation Department  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

Dear Eric,

We are requesting approval to hold the 11<sup>th</sup> annual American Cancer Society Relay For Life of Wyoming at Lamar Park. The Relay For Life is a 12-24-hr walking event. As such, the American Cancer Society is seeking written consent to reserve the park on Friday, May 20<sup>th</sup>, 2016 from 9am until Saturday, May 21<sup>st</sup> at 12 noon. We are currently deciding if set up on Thursday afternoon is needed before the event. Approximately 1,000 people will participate; however only around 200 will be onsite at any given time. We are also requesting use of the stage.

Once again we are inviting the City of Wyoming to sponsor the event. Sponsorship would entail waiving all reservation fees for the event, including section, shelter and stage fees. In addition, use of the Lamar Park Grandstand is requested (not including the baseball field). Sponsorship does not include the waiving of responsibility for the American Cancer Society in regards to providing necessary insurances, etc.

In terms of music and other related noise, we will abide by the City's noise ordinance. Further review shows no other considerations are necessary in regards to ordinance or zoning for overnight activities, including camping.

Consistent with City of Wyoming Parks and Recreation special event reservations, the American Cancer Society will:

- a. Notify the immediate neighborhood of the special event and its related activities.
- b. Provide an emergency service plan of action, event insurance naming the City of Wyoming as additional insured, and any other items as required.
- c. Affirm pets are prohibited from the event site.
- d. Adhere to any and all other park rules and regulations.

The City of Wyoming has graciously participated in this event for the last 10 years with no adverse situations. The city is recognized for their contributions through multiple press releases, and at the actual event via event programs, signage, and t-shirt logo.

We are actively planning the 2016 Relay For Life of Wyoming and have additional local teams committed to participating, and would like to continue our partnership with the City of Wyoming in this community event. The 2016 Relay For Life of Wyoming is formed and wishes to confirm the event date and site as soon as possible for future planning. It is our hope you will once again join us in this endeavor. Please contact the American Cancer Society with any questions that may arise.

Sincerely,  
Whitney Rivest

Whitney Rivest  
Community Manager, Relay For Life—The American Cancer Society  
616.551.4039  
Whitney.Rivest@cancer.org

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF THE CODE OF THE CITY OF WYOMING FOR T.J. SCHMIDT, LLC., CARNIVAL TO BE HELD AT THE LOEKS THEATRES, INC., PROPERTY FROM APRIL 8 – APRIL 17, 2016

WHEREAS:

1. T.J. Schmidt, LLC has submitted a request for a Carnival Permit.
2. Section 14-282 of the Code of the City of Wyoming allows the City Council to waive any of the restrictions of “DIVISION 3. CARNIVALS” if the sponsor is a nonprofit, religious, fraternal, school or community organization that has been established in the City for at least five years and a waiver is deemed to be in the best interest of the City.
3. Section 14-276 of the Code of the City of Wyoming states that the application must be accompanied by payment of all fees and bonds.
4. It has been deemed advisable by the Wyoming City Council to waive the fee requirements of Section 14-276.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby waive the fee requirement of Section 14-276 of the Code of the City of Wyoming and hereby allows T.J. Schmidt, LLC to hold a carnival April 8 – April 17, 2016.

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 February 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report  
Site Security Plan  
Contract/Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: February 1, 2016  
Subject: Wave Fees for Carnival  
From: Jeffrey Anderson, Parks and Facilities Supervisor  
Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 15, 2016

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### RECOMMENDATION:

The City of Wyoming Parks and Recreation Department is sponsoring a carnival April 8-17 to raise funds for both department programs and the Greater Wyoming Community Resource Alliance, which provides scholarships for department programs and community grants. This will be the second year that carnival operator T.J. Schmidt has worked the event with the City of Wyoming. We have secured permission from Loeks Theaters to hold the carnival on the property behind the old Studio 28 Theater. We are requesting the City Council waive all fees for this event with the proceeds to be used for the Greater Wyoming Community Resource Alliance and the Parks and Recreation Department.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The City of Wyoming through its Parks and Recreation Department are custodians of almost 700 acres of park lands and natural resources. This work is funded by the Parks and Recreation Millage, fundraising, and donations.

Social Equity – Funds raised by the carnival will allow for a greater level of access to scholarships and recreation services for disenfranchised populations within the community.

Economic Strength – With the partnership that has been created with T.J. Schmidt Company, they will provide twenty percent of the gross receipts of funding to be disbursed between the Parks and Recreation Department and the Greater Wyoming Community Resource Alliance, helping to maintain the financial viability of these programs and services.

### DISCUSSION:

The request to waive all fees will provide additional funding to be disbursed between the Parks and Recreation Department and the Greater Wyoming Community Resource Alliance. The proprietor will comply with all City ordinances and have the additional liability insurance required for a special event. They will also provide the required \$1,000 bond. We have secured

the required written permission from Loeks Theater. We have discussed the site approval with Dave Rupert, Building Inspection Supervisor, and the site security plan with Captain Kip Snyder and Fire Inspector Bill Aman. T.J. Schmidt Company is a reputable carnival that has been in business for 30 years providing top quality rides.

**BUDGET IMPACT:**

The carnival allows for the attainment of budget goals related to fundraising. Expenses by the Parks and Recreation Department for set up and removal of security cattle fencing during the carnival have already been budgeted for.



WINTER OFFICES  
4248 M61  
Standish, MI 48658

WINTER PHONE  
(989) 846-6572

FAX  
(989) 846-6572

EMAIL  
mifun@tjschmidtcarnival.com

EXECUTIVE DIRECTOR/PRESIDENT  
Terry J. Schmidt(989) 239-4317

FOOD SERVICE SPECIALIST  
Sandra L. Schmidt(989) 239-4318

VICE PRESIDENT GENERAL OPERATIONS  
Joshua T. Schmidt(989) 302-1373

VICE PRESIDENT GENERAL OPERATIONS  
Kyle T. Schmidt  
(989) 302-1375

BUSINESS MANAGER/HUMAN RESOURCES  
Douglas P. Burtch  
(989) 213-5835

WEB  
[www.TjSchmidtCarnival.com](http://www.TjSchmidtCarnival.com)

T.J. Schmidt & Company



## Site Security Plan-Carnival 2016

Location: Old Studio 28, City of Wyoming, MI

### Overview:

The City of Wyoming Parks & Recreation will be sponsoring a carnival put on by T.J. Schmidt & Company of Standish, MI. This will return a percentage of gross receipts back to the Parks & Recreation Department and the Greater Wyoming Community Resource Alliance.

Dates of Operation: April 8, 2016-April 17, 2016

The event is located on the old Studio 28 Theater property. We have obtained written permission from Loeks Theaters for operating this carnival during the following hours:

Monday-Thursday	4:00 - 10:00 p.m.
Friday & Saturdays	Noon-11:0 p.m.
Sundays	1:00 - 10:00 p.m.

### Security Plan:

TJ Schmidt & Company will retain a third party security firm to handle security during all Friday, Saturday and Sunday's of operation. Additional TJ Schmidt & Company staff will act as security with limited other job obligations during the respective weekdays. They will be equipped with two way radios to the carnival office.

Jeff Anderson of the City of Wyoming will review and confer with Captain Kip Snyder of the Wyoming Police Department who will be requested to staff two officers for both Friday and Saturday event dates from 6-11:00 p.m. Fire Inspector Bill Amen and Chief Building Inspector Jim DeLange have also been notified of the carnival site plan. The entire carnival will be enclosed with temporary cattle fencing provided by the Parks and Recreation Department.

Doug Burtch is the business manager for TJ Schmidt & Company and will be the on-site Emergency Contact. His cell phone number is 989-213-5835.

T.J. SCHMIDT & COMPANY, LLC  
424 M-61  
STANDISH, MICHIGAN 48658  
(989) 846-6572

CONTRACT AND AGREEMENT (1 YEAR TERM)

1. This agreement made and entered into this February 1, 2016, by and between T.J. Schmidt & Company, LLC of Standish, Mi, also referred to in this contract as T.J. SCHMIDT, and the CITY OF WYOMING, also referred to in this contract as SPONSOR, and LOEKS THEATRES, INC.
2. The SPONSOR will grant T.J. SCHMIDT the exclusive privilege of amusement riding devices and concessions, which will be held on the following dates:  

Commencing April 8, 2016 and ending April 17, 2016

Which will be held at the following location:  

LOEKS THEATRES, INC. - 1400 28<sup>th</sup> Street SW, Wyoming, MI 49509
3. The SPONSOR will furnish T.J. SCHMIDT with suitable locations, cattle fencing and any necessary city licenses. All police or security costs will be paid out of the gross receipts by T.J. SCHMIDT.
4. The SPONSOR will furnish an area for a camp site for T.J. SCHMIDT living quarters housing all employees.
5. T.J. SCHMIDT agrees to pay the SPONSOR as follows:  

20% of gross receipts of rides;

T.J. SCHMIDT also agrees to pay LOEKS THEATRES, INC. as follows:  

2.5% of gross receipts of rides.
6. T.J. SCHMIDT agrees to furnish the SPONSOR and LOEKS THEATRES, INC. with an insurance certificate showing evidence of protection in the amount of \$3,000,000.00 satisfactory to the SPONSOR and LOEKS THEATRES, INC.
7. T.J. SCHMIDT will provide top quality rides. All rides and concessions or shows will be under management and control of T.J. SCHMIDT.
8. T.J. SCHMIDT guarantees to keep their space occupied clean and neat throughout the event and to restore the site to the original condition upon their arrival.

- 9. All T.J. SCHMIDT employees will wear uniforms including shirts/hats to be clearly identified during your event. They will be neat and clean at all times except for set up and tear down. All employees will be polite and mannerly to the public.
- 10. T.J. SCHMIDT will provide customer services such as ticket sales, grounds clean up, hand sanitizing stations, photo opportunity boards, trash receptacles, electrical cable covers for safety, shade areas with bench seating, an office centrally located for sponsor and customer problem solving, and other services whenever space permits for these things.
- 11. It is specifically understood that nothing in this contract shall be construed as a partnership between the three parties. T.J. SCHMIDT will operate as a separate contractor with each party being responsible for its separate debts, obligations, and other liabilities. All agree, however, to join hands in this contract to work together to make this event successful.
- 12. It shall be understood that in case of accidents, fire, floods, strikes, tornados, epidemic, governmental intervention, or any unforeseen occurrence over which the carnival has no control, T.J. SCHMIDT shall not be held liable for any damages.
- 13. Any other additional terms, if any, will be attached on a separate page.
- 14. This contract, consisting of 2 (or more) pages, has been entered into and signed in triplicate this 27th day of Jan by all parties.

SPONSOR REPRESENTATIVES

T.J. SCHMIDT & COMPANY, LLC

Heidi A. Graham  
CITY OF WYOMING -Representative

Ray Bunk  
T.J. SCHMIDT - Representative

Jess M. Jones  
Witness

Jess M. Jones  
Witness

LOEKS THEATRES, INC.

Roger C. Lubbock VP  
LOEKS THEATRES, INC. -Representative

Jess M. Jones  
Witness

APPROVED AS TO FORM:

Jess M. Jones

02/15/16

Human Resources/KRO

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Memorandum

Memorandum of Understanding

Resolution No. \_\_\_\_\_

**Memorandum**      Human Resources  
City of Wyoming

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

From:         Kim Oostindie, Director of Human Resources

Date:         February 3, 2016

RE:            Analytics Project Specialist

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

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

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

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

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

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

**MEMORANDUM OF UNDERSTANDING**

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

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

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

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

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: \_\_\_\_\_  
Curtis Holt  
Its: City Manager

By: \_\_\_\_\_  
Daniel Gard  
Its: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ESTABLISH A TEMPORARY POLLING PLACE  
FOR PRECINCTS 5 AND 7 IN THE CITY OF WYOMING, KENT COUNTY, MICHIGAN

WHEREAS:

1. Michigan Election Law requires the legislative body of each city to designate and prescribe the place or places of holding an election in the city and Section 168.662(4) specifically addresses situations that occur within 60 days of an election.
2. The current polling location for Precincts 5 and 7 is the Grand Valley Armory, 1200 44<sup>th</sup> Street SW.
3. On Monday, February 8, 2016, the City Clerk's Office received notification that this facility is not available for use as a polling location during the March 8, 2016, Presidential Primary.
4. Acting within the requirements of Michigan Election Law, Section 168.662(4), the City Clerk recommends that Precinct 5 be temporarily relocated to Christ Lutheran Church, located at 2350 44<sup>th</sup> Street SW and Precinct 7 be temporarily relocated to Holy Trinity Lutheran Church, located at 4201 Burlingame Avenue SW, as these buildings meet ownership and accessibility standards and are a suitable size and location to serve voters of the noted precincts.

NOW, THEREFORE, BE IT RESOLVED:

1. The polling location for Precinct 5 shall be temporarily established at Christ Lutheran Church, 2350 44<sup>th</sup> Street SW for the March 8, 2016 Presidential Primary Election.
2. The polling location for Precinct 7 shall be temporarily established at Holy Trinity Lutheran Church, 4201 Burlingame Avenue SW for the March 8, 2016 Presidential Primary Election.
3. For elections occurring after March 8, 2016 and thereafter, the polling location for Precincts 5 and 7 shall be the Grand Valley Armory, 1200 44<sup>th</sup> Street SW, unless changed by a future resolution of the City Council.
4. The City Clerk shall notify the Secretary of State of the State of Michigan, the Kent County Clerk, and, in accordance with State law, all affected voters of the temporary relocation of these precincts and polling locations.

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 February 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK  
TO EXECUTE AN EASEMENT FOR ELECTRIC FACILITIES  
WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. Consumers Energy Company has requested an easement over City property located in Pinery Park to allow relocation of electrical service to the General Motors Burlingame Avenue facility.
2. An easement for electrical facilities and related documents have been prepared by Consumers Energy and approved as to form by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached easement for Electrical Facilities and Special Considerations and Agreements document between the City of Wyoming and Consumers Energy Company.

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 February 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Easement for Electric Facilities  
Special Considerations and Agreements

Resolution No. \_\_\_\_\_

## **EASEMENT FOR ELECTRIC FACILITIES**

SAP# 26522191

Wealthy-Diesel and Beals-Diesel Relocation  
Agreement #MIO0000021204

City of Wyoming, a Michigan municipal corporation, 1155 28th Street SW, PO Box 905, Wyoming, Michigan 49509 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Wyoming, County of Kent, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity

**Additional Work Space:** In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

**Access:** Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

**Trees and Other Vegetation:** Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

**Buildings/Structures:** Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or

man-made, without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: \_\_\_\_\_

Owner:

CITY OF WYOMING, A MICHIGAN MUNICIPAL CORPORATION

By \_\_\_\_\_ Mayor

By \_\_\_\_\_ Clerk

Acknowledgment

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County, Michigan,  
on \_\_\_\_\_ by \_\_\_\_\_ Mayor,  
and \_\_\_\_\_ Clerk, of  
the City of Wyoming, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County  
My Commission expires: \_\_\_\_\_

Prepared By: Tracy VanWoert, 1-26-2016  
Modified By: W. C. Carlson 1-26-2016  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

After recording, return to:  
Carrie Main, EP7-471  
Business Services  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

**APPROVED AS TO FORM:**

EXHIBIT A

Owner's Land

Land in the City of Wyoming, County of Kent , State of Michigan, described as:

The Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 11, T6N, R12W.

Part of Parcel #41-17-11-176-005

EXHIBIT B

Easement Area

An 80 foot-wide strip of land, being 40 feet on each side of the centerline of the line constructed on Owner's Land, the centerline of said electric facilities is to be located along a centerline described as:

Beginning at a point not more than 125 feet nor less than 115 feet North of the East and West 1/4 line of Section 11, T6N, R12W, City of Wyoming, Kent County, Michigan, at a point not more than 1255 feet nor less than 1245 feet East of the West line of Section 11; thence Northeasterly to a point not more than 210 feet nor less than 200 feet North of the East and West 1/4 line of Section 11 at a point not more than 1390 feet nor less than 1380 feet East of the West line of Section 11.

Tax ID No. 41-17-11-176-005  
LPM No. MI00000021204  
Order # 26522191

**SPECIAL CONSIDERATIONS AND AGREEMENTS**

(Not Recited in the Easement)

GRANTOR City of Wyoming  
1155 28th Street SW, PO Box 905  
Wyoming, Michigan 49509  
Phone: 616-530-3164

1. CONSUMERS ENERGY, ("GRANTEE") HAS PAID THE LANDOWNER THE AGREED-ON COMPENSATION FOR THE EASEMENT DATED \_\_\_\_\_, 2016.

Compensation: \$4,500.00

2. AGREEMENTS PERTAINING TO THE CONSTRUCTION OF THE LINE

3. AGREEMENTS PERTAINING TO CLEARING THE EASEMENT

Consumers Energy Company will cut larger trees and limbs into 8' to 18 foot lengths and stack wood along the right of way (contact Wyoming Facilities Supervisor-Jeff Anderson 616-893-2836 for suitable location and to move any City equipment in the way). Smaller trees limbs and brush will be chipped and removed. Stumps will be ground below ground level, resulting holes will be filled and re-seeded. Consumers shall grade and re-seed all disturbed lawn areas following completion of work on Owner's Land. Consumers shall not be responsible to repair pavement or other surface improvements, trees, or landscaping now or hereafter located in the Easement Area. Except in emergency situations, tree work will be done between the hours of 7:00 am and 3:00 pm.

Grantor hereby accepts and approves the above.

\_\_\_\_\_  
Jack Poll, Mayor

\_\_\_\_\_  
William C. Carlson, Field Representative

\_\_\_\_\_  
Kelli Vandenberg, City Clerk

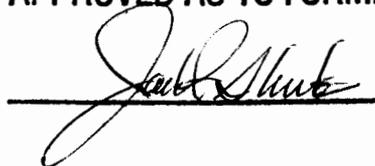
**FIELD REPRESENTATIVES DO NOT HAVE AUTHORITY TO BIND CONSUMERS ENERGY. THIS AGREEMENT IS NOT EFFECTIVE UNTIL IT IS SIGNED BY A CONSUMERS ENERGY PROJECT MANAGER.**

Date: February 1, 2016

\_\_\_\_\_  
William C. Carlson  
Consumers Energy Project Manager

Spec Con B

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE THE AGREEMENT  
FOR THE DESIGNATION OF PRIMARY EMERGENCY GROUND  
AMBULANCE SERVICE AREAS AMONG  
EMS PROVIDERS

WHEREAS:

1. The City Council adopted Resolution No. 24500 on June 17, 2013 for the purpose of creating a governance model to establish an ambulance consortium for communities in Kent County.
2. The City Council adopted Resolution No. 24614 on October 21, 2013 to approve the EMS Consortium Partnership Contract, to ensure and improve the quality of pre-hospital emergency medical services within Kent County.
3. The Cities of East Grand Rapids, Grandville, Grand Rapids, Kentwood, Rockford and Wyoming, and Plainfield Charter Township (collectively the “participating Municipalities”) have negotiated the attached Agreement for the Designation of Primary Emergency Ground Ambulance Service Areas Among EMS Providers with Life EMS, Inc. and Paramed, Inc. d/b/a/ American Medical Response.
4. The parties desire, and the City Council affirms, to enter into the agreement to (i) recognize and formalize Primary Emergency Ground Ambulance Service Areas for each EMS Provider, (ii) improve patient and system outcomes by ensuring continuity of services, (iii) improve transparency in operations, and (iv) develop data reporting standards.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council approves the Agreement for the Designation of Primary Emergency Ground Ambulance Service Areas Among EMS Providers, and authorizes the Mayor and City Clerk to execute the agreement.

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 February 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Agreement

Resolution No. \_\_\_\_\_

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

This Agreement for the Designation of Primary Emergency Ground Ambulance Service Areas Among EMS Providers (the “Agreement”) is entered into as of January 14, 2016, among the Participating Municipalities as defined herein (the “Consortium”) and the emergency ground ambulance providers of American Medical Response, LIFE EMS, and Rockford Ambulance (collectively, the “EMS Providers”).

**RECITALS**

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

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

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

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

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

**TERMS AND CONDITIONS**

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

**SECTION 1. PURPOSE**

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

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

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

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

## **SECTION 2. DESIGNATION OF PRIMARY EMERGENCY GROUND AMBULANCE SERVICE AREAS**

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

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

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

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

### **SECTION 4. GENERAL RESPONSIBILITIES OF THE CONSORTIUM**

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

### **SECTION 5. SPECIFIC SERVICE REQUIREMENTS OF EMERGENCY GROUND AMBULANCE PROVIDERS**

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

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

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

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

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

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

B. AMBULANCE MEMBERSHIP PROGRAM RECIPROCITY

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

C. PROCESS PERFORMANCE REQUIREMENTS

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

D. AMBULANCE MARKINGS

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

E. GPS

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

F. MEDICAL EQUIPMENT LIST

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

G. AGREEMENT REVIEW MEETINGS

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

H. AMBULANCE RATE DISCLOSURE

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

another publicly available venue.

I. RIGHT TO INSPECT RECORDS, FACILITIES, VEHICLES AND PROCESSES<sup>1</sup>,

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

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

J. CRITICAL FAILURE REPORTING

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

K. CLIENT SATISFACTION SURVEY

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

L. TIME SYNCHRONIZATION

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

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

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

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

## M. ELECTRONIC PATIENT CARE REPORT SYSTEM

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

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

## SECTION 7. DURATION OF AGREEMENT

### A. INITIAL TERM OF AGREEMENT

The initial term of this Agreement will be 18 months beginning on January 14, 2016. Within six months, the EMS Providers shall comply with and implement all KCEMS data reporting standards necessary to meet the data and reporting standards established by KCEMS Administrative Policy/Protocol as updated and amended from time to time. Twelve months after the effective date of this Agreement, the Consortium or its designee will begin a review of compliance with the terms of this Agreement for each EMS Provider. Thereafter, and based on its compliance review, in the 15<sup>th</sup> month of this Agreement, the Consortium may, in its sole discretion:

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

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

### B. LONG TERM AGREEMENT AND POTENTIAL EXTENSIONS

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

### C. MANDATORY RFP PROCESS

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

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<sup>2</sup> See fn. 2, supra.

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

#### D. NOTICE ON EXTENSION

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

### **SECTION 8. COMPENSATION**

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

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

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

### **SECTION 9. PERFORMANCE REQUIREMENTS AND REPORTING STANDARDS**

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

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

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

#### **SECTION 10. COMPLIANCE INCENTIVES AND PENALTIES**

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

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

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

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

##### **A. Response Time Intervals: Priority I**

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

##### **B. Response Time Intervals: Priority II.**

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

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

C. Response Time Intervals: Priority III

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

D. Patient Contact Time Documentation

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

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

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

## **SECTION 11. BREACH OF AGREEMENT**

### **A. MINOR BREACH**

The following shall constitute a minor breach of this Agreement:

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

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

### **B. MAJOR BREACH**

The following shall constitute a major breach of this Agreement:

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

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

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

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

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

## **SECTION 12. INSURANCE REQUIREMENTS**

### **A. QUALIFICATIONS**

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

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

### **B. INSURANCE**

#### **1. WORKER'S COMPENSATION**

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

#### **2. COMPREHENSIVE GENERAL LIABILITY**

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

#### **3. COMMERCIAL AUTOMOTIVE LIABILITY**

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

#### **4. MEDICAL MALPRACTICE LIABILITY**

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

#### **5. EXCEPTIONS**

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

### **C. AUTHORIZED INSURANCE PROVIDERS**

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

satisfactory to the Consortium in replacement thereof.

#### D. NON-RELIEF OF LIABILITY AND OBLIGATIONS

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

#### E. PARTICIPATING MUNICIPALITIES AS ADDITIONAL INSUREDS

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

#### F. SUBJECT TO CONSORTIUM APPROVAL

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

#### G. DOCUMENTATION

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

#### H. SELF-INSURANCE

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

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

### **SECTION 13. INDEMNITY REQUIREMENTS**

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

#### A. HOLD HARMLESS PROVISIONS

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

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

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

#### B. LIMITATION OF DAMAGES

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

#### C. NOTIFICATIONS

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

### **SECTION 14. VACATED SERVICE AREA SERVICE GUARANTEE**

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

### **SECTION 15. WITHDRAWAL FROM OR TERMINATION OF AGREEMENT**

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

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

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

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

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

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

#### **SECTION 16. OUTGOING EMS PROVIDER PROVISIONS**

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

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

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

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

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

#### **Section 17. Miscellaneous**

##### **A. SUCCESSORS AND ASSIGNS**

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

##### **B. SEVERABILITY**

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

##### **C. THIRD PARTIES**

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

##### **D. NOTICES**

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

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

**E. COUNTERPART EXECUTIONS; FACSIMILES AND ELECTRONIC MAIL**

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

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

**[SIGNATURES ON FOLLOWING TWO PAGES]**

**EMS CONSORTIUM**, a joint endeavor pursuant to  
2011 PA 258

By: \_\_\_\_\_  
Kenneth Krombeen, Board Chairperson

By: \_\_\_\_\_  
Cameron Van Wyngarden, Board Secretary

Approved: January 14, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF EAST GRAND RAPIDS**, a Michigan  
municipal corporation

By: \_\_\_\_\_  
Amna Seibold, Mayor

By: \_\_\_\_\_  
Karen Brower, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF GRAND RAPIDS**, a Michigan municipal  
corporation

By: \_\_\_\_\_  
Rosalynn Bliss, Mayor

By: \_\_\_\_\_  
Darlene O'Neal, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**LIFE EMS, INC.**, a Michigan corporation

By: \_\_\_\_\_  
Mark Meijer, President

Date signed: \_\_\_\_\_, 2016

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

By: \_\_\_\_\_  
Richard Whipple, General Manager

Date signed: \_\_\_\_\_, 2016

**ROCKFORD AMBULANCE, INC.**, a Michigan  
nonprofit corporation

By: \_\_\_\_\_  
Roger C. Morgan, CEO

Date signed: \_\_\_\_\_, 2016

**CITY OF GRANDVILLE**, a Michigan municipal corporation

By: \_\_\_\_\_  
Steve Maas, Mayor

By: \_\_\_\_\_  
Mary Meines, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF KENTWOOD**, a Michigan municipal corporation

By: \_\_\_\_\_  
Stephen Kepley, Mayor

By: \_\_\_\_\_  
Dan Kasunic, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF ROCKFORD**, a Michigan municipal corporation

By: \_\_\_\_\_  
Jerry Coon, Mayor

By: \_\_\_\_\_  
Christine Bedford, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**PLAINFIELD CHARTER TOWNSHIP**, a Michigan municipal corporation

By: \_\_\_\_\_  
Jay Spencer, Supervisor

By: \_\_\_\_\_  
Ruth Ann Karnes, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF WYOMING**, a Michigan municipal corporation

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, Clerk

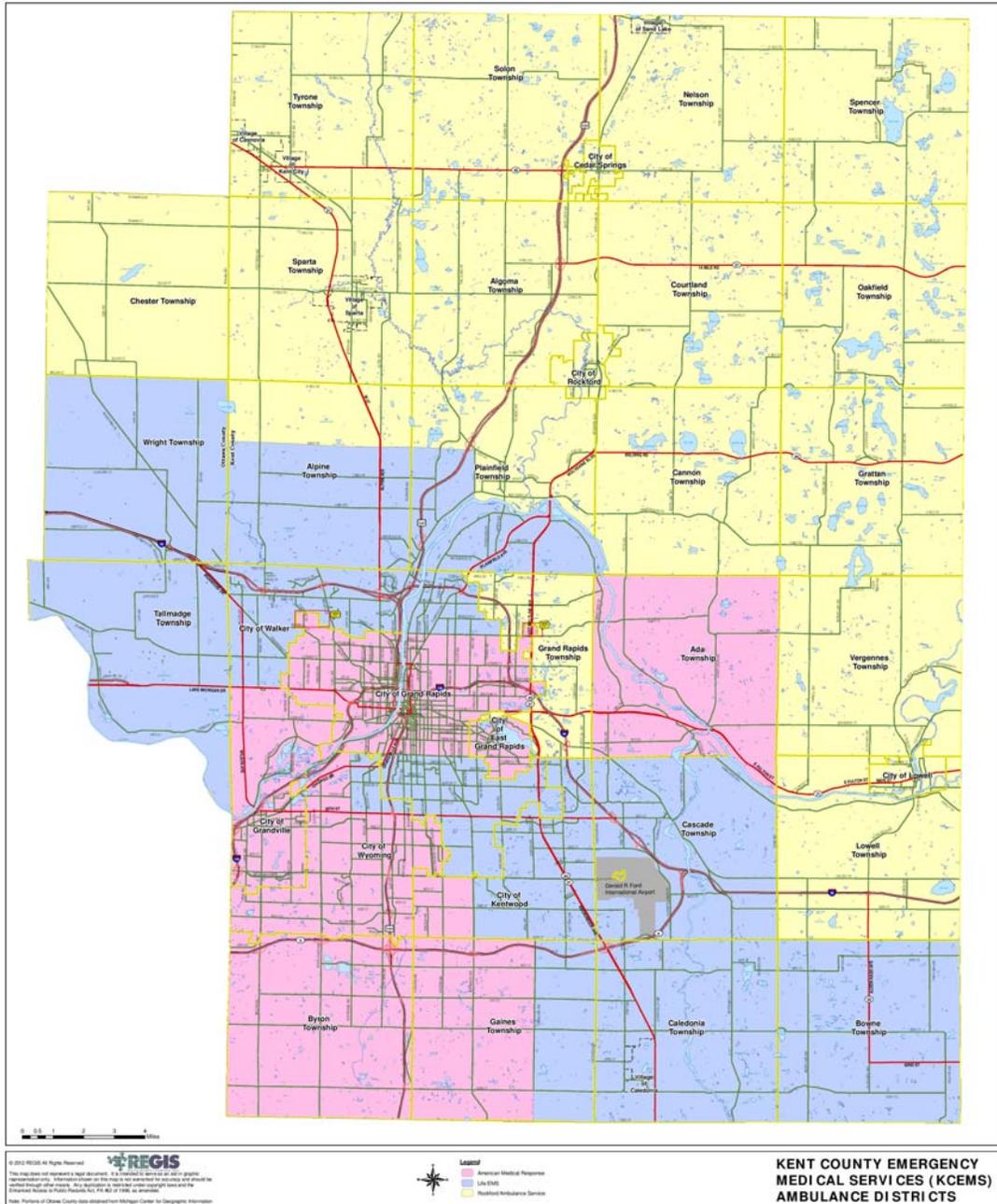
Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

## Appendix A

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

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



## **Appendix B**

### **I. Response Time Interval Measurement Methodology**

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

#### ***A. Reporting Frequency & Data Validity***

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

#### ***B. Geo-Fencing***

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

#### ***C. Response Time Interval Calculation – Individual Response***

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

#### ***D. Call Receipt***

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

#### ***E. At Scene***

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

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

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

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

#### ***F. Failure to Report at Scene Time***

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

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

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

#### ***A. Upgrades***

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

#### ***B. Downgrades***

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

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

#### ***C. Canceled Calls***

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

#### ***D. Mutual Aid Responses***

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

#### ***E. Turn-Overs***

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

- i) Each Incident a Separate Response

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

### ***III. PRIORITIZATION OF ASSIGNMENTS TO RESPONSES<sup>3</sup>***

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

### ***IV. RESPONSE TIME EXCEPTIONS AND EXCEPTION REQUESTS***

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

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

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

#### ***A. Unusual System Overload***

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

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

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

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

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

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

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

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

### ***C. Mutual Aid***

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

### ***D. Hospital Divert***

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

### ***E. Access***

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

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

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

### ***F. Good Cause***

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

## ***V. EXCEPTION REQUEST PROCEDURE***

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

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

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

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

#### **VI. DOCUMENTATION OF INCIDENT TIME INTERVALS**

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

2/15/16

Water Treatment Plant/ME/KSH

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE GEA WESTFALIA SEPARATOR DIVISION TO PERFORM  
INSPECTION AND REPAIRS ON TWO CENTRIFUGES LOCATED AT  
THE WATER TREATMENT PLANT

WHEREAS:

1. The Water Treatment Plant operates two dewatering centrifuges.
2. The centrifuges require periodic service, some of which is covered under warranty and some of which is not.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the inspection and repair of two centrifuges at a cost of up to \$75,000.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Resolution No. \_\_\_\_\_

# Staff Report

Date: February 10, 2016  
Subject: Westfalia Centrifuge Recondition  
From: Rick Velderman, Maintenance Supervisor  
Meeting Date: February 15, 2016

---

## Recommendation:

It is recommended that the City Council authorize GEA Westfalia Separator Division to make repairs on both of two centrifuges at the Water Treatment Plant for the approximate cost of \$75,000.

## Sustainability Criteria:

Environmental Quality – By repairing both of these units we can be sure to operate them to the best of their ability to dewater the sludge with the least amount of chemicals and cost to the Utilities Department. Properly dewatered residuals are more efficient to transport to landfill, minimizing our carbon footprint for this operation.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socioeconomic status. All residents enjoy access to services provided by our water and waste water utilities.

Economic Strength – Repairing and maintaining these units will ensure they are running to the best of their capabilities and will operate for many more years. This results in the lowest rate possible for our residents and customers.

## Discussion:

The Water Treatment Plant utilizes two centrifuges to dewater solid residuals that are the leftover byproduct of drinking water treatment. There are two fundamental components to a centrifuge of this type, the scroll and the bowl. The two parts are precision-matched to work together as a unique pair. Our two GEA Westfalia centrifuges were installed with the Phase 1-B Project at the plant in 2010. Because of efficiency problems on start-up the manufacturer agreed to extend the warranty on the scroll assemblies through 2016. The first unit has been sent in and inspected. Repairs to the scroll assembly will be covered under the extended warranty, but any work required to bring the bowl assembly back to original spec is not. A detailed examination of the bowl assembly shows wear on

the rings, vanes, bearings, some sheet metal, gaskets, and the seals. The total cost for the repairs for this one unit is \$35,721.50 (see attached quote). Once this first unit is repaired and shipped back, our own Maintenance team will install it, and after it is back up and running they will remove the second centrifuge and ship it to the manufacturer for similar inspection and repairs. The manufacturer feels these units are showing normal wear for equipment with this amount of usage and that servicing the second unit will be close to the same price. We are therefore seeking approval to spend up to \$75,000 on the servicing and repair of both units based on the quote we have to complete the service work on one. Our hope is to get both units in top condition and back in service before our high pumping season hits in late spring. Approving repairs to both now will save time and facilitate this goal.

**Budget Impact:**

It is our recommendation that City Council authorize GEA Westfalia Separator Division to perform the inspection and repairs on two centrifuges at a cost of up to \$75,000. Sufficient funds exist in the Water Fund Pumping and Treatment Repairs and Maintenance Account #591-591-55300-930.000 for the servicing and repairs of both centrifuges.

cc: Bill Dooley, PE, Director of Public Works  
Myron Erickson, PE, Deputy Director of Public Works



GEA Mechanical Equipment US, Inc.  
**GEA Westfalia Separator Division**

100 Fairway Court  
 Northvale, NJ 07647  
 Phone (201) 767-3900  
 Fax (201) 784-6485

<b>To:</b> Allied Mechanical (City of Wyoming, MI), DK Shine WWTP 140860351/13012844	<b>Customer No.</b>	<b>From:</b> Andy Cilderman
<b>Attn.:</b> Rick Velderman	<b>Email:</b> rvelderman@wyomingmi.gov	<b>E-Mail:</b> <a href="mailto:Andrew.Cilderman@gea.com">Andrew.Cilderman@gea.com</a>
<b>Phone:</b> 616-399-7847	<b>Fax:</b>	<b>Tel.:</b> 201-784-4376 <b>Fax:</b> 201-784-6485
<b>Repair Estimate:</b> Westfalia Decanter Model UCC458 Rotating Assembly SN 8005-522 <b>WSUS Repair No.1652.586.214</b>	<b>Date:</b> February 1, 2016	<b>total page(s):</b> 4

GEA Westfalia Separator Inc. is pleased to present the following repair estimate for your review and approval. All repairs, as detailed below, require authorization prior to implementation.

**Scroll Assembly s/n 8005-522:**

All scroll repairs are covered under a special Warranty Repair Agreement and are No Charge to the customer. For all scroll repair details please contact Mark Vogelsang, Project Engineering directly at 201-784-4347. **(Reference SO#652.595.692)**

**Bowl Assembly; s/n 8005-522:**

- Bowl shell #8175-6605-050 37/1 3000-1.3; was dye pen tested. Bowl shell and discharge ports have minimal wear and bowl ribs are in serviceable condition. Customer should monitor area where scraper blocks seat due to start of washouts in that area. Hard metal wear bushings are in serviceable condition.
- Bearing hub #8176-6521-190 271/2 was dye pen tested. Bearing seats were measured and are within drawing specifications. Clean up mechanical damage on part with hand grinder.
- Both pillow blocks bearing seats were measured and are within drawing specifications. Replace loose pin in one pillow block.
- Ring #8175-2218-010 has slight groove worn in sealing surface; take a slight cut within drawing tolerances and then polish.
- Vanes #8175-6685-020 X2: one has the start of washouts on outer edge and the other has slightly deeper washouts in the same area; use as is.
- Washer #8175-6473-010 and washer #8175-6473-330 are both in serviceable condition.
- Bearing cover # 8175-3375-020 has minimal wear; use as is.
- Ring #8175-6592-020 has start of washouts; customer should monitor this for further

**Midwest Office**  
 1707N Randall Rd Suite 355  
 Elgin, Illinois 60123  
 Phone: (603) 503-4700  
 Fax: (630) 503-4701

**South Office**  
 4725 Lakeland Commerce Pkwy #14  
 Lakeland, Florida 33805-7666  
 Phone : (863) 669-1500  
 Fax: (863) 669-1602

**Southwest Office**  
 2408 Timberloch Place, C-4  
 The Woodlands, Texas 77380  
 Phone: (281) 362-1000  
 Fax: (281) 362-8070

**West Office**  
 555 Baldwin Road  
 Patterson, California 95363  
 Phone: (209) 895-6300  
 Fax: (209) 895-6301

- damage.
- Ring #8175-2218-160 X2; both in serviceable condition.
  - Ring #8175-3404-120 X2; one is in serviceable condition but the other is grooved from the seal and must be replaced.
  - Bushings # 81745-3404-080 and #8175-3404-090 are both in serviceable condition.
  - Ring #8175-1175-000 along with threaded pin are in serviceable condition.
  - Washer #8404-3305-010: de-bur to remove slight damage from tightening.
  - Bearing cover #8176-6375-000 is in serviceable condition.
  - Washer #8175-6473-150 is in serviceable condition.
  - Sheet metal #8175-1791-230 has slight damage from tightening bolt; clean up with hand grinder.
  - Bearing cover #8175-3375-120 is in serviceable condition.
  - Bearing cover #8176-6375-000 is in serviceable condition.
  - Bearing cover #8175-3375-100 is in serviceable condition.
  - V-belt pulleys show minimal wear; repaint.
  - Flat belt pulley is in serviceable condition; repaint
  - Guard rings are in serviceable condition; de-burr through holes and outside edges.
  - Regulating plates and splash guard are in serviceable condition.
  - Feed tube is in serviceable condition.
  - Re-tap all threaded holes.
  - Replace all bearings, gaskets, seals and misc. hardware as required

**Secondary Cyclo Gear #8404-3270-020; DE0273130/ ZS211-6:**

- Driven shaft bearing seats were checked and part is within drawing specifications.
- Drive shaft bearing seats were checked and part is within drawing specifications.
- Gear flange and gear housing bearing seats were checked and parts are within drawing specifications.
- The outer pins, outer rollers, and drive rollers are all in serviceable condition.
- The cam discs and intermediate ring are all in serviceable condition.
- The circular housing and the gear flange are in serviceable condition.
- Re-tap all threaded holes.
- Replace all bearings, gaskets and seals.

**Primary Brinkmann Gear #8175-3230-040; 2GT3/1652-08:**

- Driven shaft #8175-3415-080 has worn splines and fretting corrosion on guide area; part must be replaced.
- Drive shaft bearing seats were checked and part is within drawing specifications.
- Gear flange and gear housing bearing seats were checked and parts are within drawing specifications.
- Toothed rim splines were checked and part is in serviceable condition.
- Set of spur wheels were checked and must be replaced due to fretting corrosion.
- Re-tap all threaded holes.
- Replace all bearings, gaskets and seals.

**Note: Following items were NOT received with the machine and replacement is not included in this estimate:**

- No tools
- No spares

Labor:

Disassembly, cleaning, dye testing and inspection.  
Repair of gears, re-assembly of rotating assembly, and packing.

**NOTE:** Scroll will be balanced separately as part of the warranty repair. The bowl cannot be individually balanced in the workshop and is normally balanced at the plant site after installation in the machine frame. None of the quoted repairs are expected to affect the bowl balance. Installation and bowl balance (if required) are not included in this quote.

Labor Sub-Total: \$8,617.50

Parts:

Parts Sub-Total: \$27,104.00

**Repair Total: \$35,721.50**

Terms – Net 30 Days. All pricing in U.S Dollars. Estimate: Valid for 30 days.

Please forward a copy of your purchase order; include our **WSUS Repair No.1652.586.214** the model no., and serial no. as part of your purchase order. The repair of your rotating assembly will begin upon receipt of your purchase order. We will then order the necessary parts from our factory in Germany. As soon as the factory confirms the estimated delivery of these parts, we will advise you. It will take approximately 5-6 weeks after receipt of all components to complete the repair.

**Shipment Terms:** FOB Northvale, NJ pre-paid and add.

Shipment will be via regular truck and will be billed at cost. Shipment costs are not included in above estimate. If other arrangements are required, they must be requested in writing, at time of order placement.

Disposal of Non-serviceable Parts

Any part determined as non-serviceable, per our inspection, shall be identified on our estimate for repair. Unless purchaser designates otherwise in writing, at time of order placement, purchaser authorizes Westfalia Separator to dispose of these non-serviceable parts.

**Terms & Conditions:**

*Goods and Services provided in accordance with GEA Mechanical Equipment US, Inc. Standard Terms and Conditions. Copy is available upon request. Issuance of a Purchase order shall constitute unqualified acceptance of all the Terms and Conditions of this Order.*

*This is an estimated cost to repair based on our evaluation at this time. Occasionally, during the course of repair, additional deficiencies are detected that may not have been visible during our evaluation. If during the course of repair we encounter additional areas that based on our judgment will need to be repaired, we will do so without requesting additional authorization up to an amount equal to 10% of the total order value. If the additional costs exceed the 10% allowance, you will be notified of the total increased cost.*

*By accepting the terms of our estimate you agree with our repair allowance stated above without requiring additional authorization. If you do not accept these terms as stated, please contact us immediately so we can initiate the proper control points in handling your order.*

***Should the rotating assembly be returned un-repaired there will be a \$5,237.50 inspection and handling fee plus freight.***

If you have any questions please do not hesitate to call Mike Ebenhack (x 4350) or myself.

Best Regards,  
Andy Cilderman  
Project Engineer, Repair Dept.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONCUR WITH ACCEPTANCE OF  
AN AGREEMENT WITH FIREHOUSE SOFTWARE

WHEREAS:

1. As detailed in the attached Staff Report, the Fire Department's current primary records/incident management system software is expiring March 1, 2016.
2. The new version of the system will be located on Firehouse Software's cloud server.
3. Firehouse Software has provided the City with an agreement for the upgrade and replacement of the records/incident management system at a cost of \$5,512.50 annually for the next five years.
4. It is recommended the City Council concur with acceptance of the agreement with Firehouse Software.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with acceptance of an agreement with Firehouse Software.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of future agreements and additional lines in accordance with budget authorization.

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 February 15, 2016.

ATTACHMENTS:  
Staff Report  
Agreement

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_



## STAFF REPORT

**DATE:** February 9th, 2016

**SUBJECT:** FireHouse Cloud Software

**FROM:** Pat Firestone, Director of Information Technology

**MEETING DATE:** February 15th, 2016

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### **Recommendation:**

It is recommended that the City Council authorize the approval of the attached proposal and contract with FireHouse Software, for the replacement and upgrade of the Fire Department's current primary records/incident management system. The Fire Department is a current user of FireHouse software, which is due to expire on March 1<sup>st</sup>, 2016. FireHouse software, much like many software vendors, is moving their product to the "Cloud," instead of the software hosted and executed locally.

### **Sustainability Criteria:**

Environmental Quality – Electing to use "Cloud" resources instead of running software on local hardware/resources, can reduce the amount of computing hardware/servers needed to run software locally. Utilizing the "Cloud" for resources, can reduce the need to host additional hardware and locally, resulting in savings on power, management/backups, replacement and overhead costs.

Social Equity – The FireHouse software will be able to be utilized at all of the Fire department facilities and employee residences, instead of today, which is only usable from Central Fire and the Wyoming Public Safety building, providing a higher level of service to all areas of the City.

Economic Strength – FireHouse software is currently in-use, and has been proven to be an asset to the Fire Department, while serving the City of Wyoming. Renewing with an upgrade, is also consistent with our goal of maintaining proper software contracts as needed, to facilitate interoperability and connectivity, and support technologies/processes that increase service to our employees and/or citizens.

**Discussion:**

The Wyoming Department of Public Safety Fire Bureau is requesting the renewal purchase of Firehouse Cloud Software at a cost of \$5,512.50 annually, for the next five years. The Fire Bureau is currently using Firehouse Software but in an internal storage manner. This new version located on their cloud server will provide the following benefits to the Fire Bureau:

- Two of the Fire Stations do not have Fiber Optic access creating a limited data transfer ability. The conversion to FireHouse Cloud will alleviate this problem create a more user friendly environment for future department expansion.
- Currently the Department has 4 user licenses but this agreement will add one more user license for a total of 5 users. The additional user is needed based upon the expanded number of employees using the software.
- Firehouse and the software industry, in general, is moving towards cloud based systems. A switch for the department coincides well with a contract renewal.
- The cloud based software allows for mobile data entry. Currently, fire career personnel must return back to the station for data entry. This software benefit allows personnel the ability to enter incident reports while in transit throughout the city.
- A cloud-based software will have the added capability for personnel to enter needed information from their homes if necessary.

In conclusion, the agreement to purchase FireHouse Cloud enhances the Fire Bureau's to desire to collect the most accurate data possible in a user friendly manner.

**Budget Impact:**

The cost of this contract renewal, is \$5,512.50 per month and it is a five-year commitment. Funding for the contract is budgeted and will be charged to General Fund/Information Technology/Software Services account #101-258-25800-806000.

**AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES**

This Agreement for Application Hosting and Technology Support Services (hereinafter the "Agreement") is entered into by and between Wyoming Department of Public Safety with offices located at 2300 DeHoop Ave. Wyoming, MI 49509 (hereinafter "Customer"), and Xerox Government Systems, LLC. with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereinafter "Xerox"), referred to individually as Party and collectively as Parties.

**1.0 BACKGROUND AND OBJECTIVES**

This Agreement is entered into in connection with Customer's decision to engage Xerox to provide certain information technology hosting and support services related to Customer's business operations. This Agreement and the Exhibits set forth all terms and conditions governing the relationship between Xerox and Customer.

**2.0 TERM**

The term of this Agreement (the "Term") will be for 5 years, from 3/1/2016 to 2/28/2021, unless earlier terminated or renewed in accordance with the provisions of this Agreement.

**3.0 SERVICES**

Xerox shall provide all services, personnel, materials, equipment, and tools (hereinafter jointly referred to as the "Services") as set forth in Exhibit A – Statement of Work, attached hereto and made a part hereof. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Customer in accordance with 4.0 hereof.

**4.0 SUPPLEMENTAL SERVICES**

Any effort, which does not fall within the Statement of Work set forth in Exhibit A, will be subject to the change order process. Xerox will be responsible for assisting Customer in defining, documenting and quantifying the change order. A detailed change order proposal will be prepared by Xerox and submitted to Customer for its review and approval. Customer will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into a Supplemental Service Agreement ("SSA"). Xerox will not be required to perform activities that are not specifically stated in the Statement of Work without a fully executed SSA signed by both Parties.

**5.0 CONFIDENTIALITY**

**5.1 Customer Confidential Information**

With respect to information relating to Customer's business which is confidential and clearly so designated ("Customer Confidential Information"), Xerox will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar information of Xerox which Xerox regards as confidential. However, Xerox shall not be required to

keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Xerox's possession; (iii) is independently developed by Xerox outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of its services hereunder.

### **5.2 Xerox Confidential Information**

Customer agrees that Xerox's methodologies, tools, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Xerox, which may be disclosed to the Customer, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Customer regards as confidential. However, Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Customer's possession; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on Xerox Confidential Information; (iv) is rightfully obtained from third parties; or (v) as required by law.

### **5.3 Use of Confidential Information**

Xerox and Customer shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, Xerox permitted subcontractors, or Customer's permitted consultants on a need-to-know basis, without the other Party's prior written consent.

## **6.0 INTELLECTUAL PROPERTY RIGHTS**

### **6.1 Customer Content**

All data created or transmitted by Customer and stored on Xerox servers as part of the Services ("Customer Data") shall at all times be owned by Customer. Xerox shall not own or have any interest rights in the Customer Data. Except as instructed by Customer directly or indirectly through instructions provided to the servers through Customer's use of the Xerox Software, Xerox shall treat Customer Data as Customer Confidential Information. Xerox will upon (i) request of Customer at any time, and (ii) the cessation of all Termination/Expiration Assistance, promptly return to Customer, in the format and on the media in use as of the date of the request, all or any requested portion of the Customer Data. Archival tapes containing any Customer Data will be used by Xerox solely for back-up purposes. Any conversion of data for porting to other applications will not be provided under this contract.

### **6.2 Proprietary Rights of Xerox**

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Xerox or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by Xerox to provide the Services to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other

proprietary rights inherent therein and appurtenant thereto (collectively "Xerox Materials") shall remain the sole and exclusive property of Xerox or its suppliers. Customer acknowledges and agrees that Xerox is in the business of designing and hosting Web-based applications and Xerox shall have the right to provide services to third parties which are the same or similar to the Services and to use any Xerox Materials providing such services.

### **6.3 License Grant**

Xerox grants Customer a non-exclusive license throughout the Term to perform, display, transmit, participate in the transfer of Customer Data and otherwise use the Xerox Materials for the purposes of performing this Agreement. Customer shall have no residual rights to the Xerox Materials beyond the term of this Agreement. Customer grants Xerox the right to maintain administrative access to the Customer Data during the Term for purposes of performing this Agreement.

## **7.0 INSURANCE; RISK OF LOSS**

### **7.1 Required Insurance Coverage**

Throughout the Term, Xerox shall, at its own expense, carry and maintain at least the kinds and minimum amounts of insurance listed below.

1. **Workers' Compensation Insurance:** As required by law.
2. **Commercial General Liability Insurance:** with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Upon request Xerox will furnish proof of coverage, in the form of a standard certificate of insurance, to the Customer's Procurement Officer within ten (10) days of contract execution. If any material policy changes occur during the life of contract, Xerox shall provide updated proof of coverage, in the form of standard certificates of insurance, to Customer in a timely manner.

### **7.2 Risk of Loss**

As of the effective date, each Party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

## **8.0 CHARGES**

### **8.1 Charges**

Subject to the other provisions of this Agreement, Customer will pay to Xerox the amounts set forth in Exhibit B – Applicable Charges, attached hereto and made a part hereof. Services performed in connection with an authorized SSA may be performed either on a time and material (T&M) or fixed fee basis as specified in the SSA. The charges applicable during each renewal term will be mutually agreed to by the Parties and incorporated to this Agreement as an SSA.



## **8.2 Taxes**

- (a) Xerox will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by Xerox in connection with the Services if applicable.
- (b) If applicable, Customer will pay when due any sales, use, excise, value-added, services, consumption, or other tax imposed by any taxing jurisdiction as of the effective date on the provision of the Services or any component thereof, as the rate of such tax may change from time to time during the applicable Term. If applicable, such taxes will be in addition to the Applicable Charges listed in Exhibit B.
- (c) If any taxing jurisdiction imposes after the effective date a new sales, use, excise, value-added, services, consumption, or other tax on the provision of the Services or any component thereof, the Parties will cooperate in attempting to reduce the amount of such tax to the maximum extent feasible. Customer will be liable for any such new tax, which is imposed on the Charges for the provision of the Services, or any component thereof.

## **9.0 INVOICES AND PAYMENT**

### **9.1 Invoices and Payment**

Xerox will issue to Customer, on an annual basis, one (1) invoice for all amounts due with respect to services to be rendered and products to be delivered in the following calendar year. Payment terms for materials and services will be as specified in Exhibit B. Each invoice will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to this Section 9.1 will be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to. All periodic charges for any partial year under this Agreement and any applicable authorized SSA shall be prorated.

Invoices shall be submitted to:

Wyoming Department of Public Safety  
1155 28th ST SW  
Wyoming, MI 49509

Attn: Information Technology

## **10.0 WARRANTIES**

### **10.1 Xerox Warranties**

Xerox warrants that all Services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1, Xerox DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE,

REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

#### **10.2 Disclaimed Warranties**

Xerox exercises no control over, and accepts no responsibility for, the content of the information passing through Xerox host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Customer, Xerox shall perform regular daily backup of all Customer Data. Xerox shall use commercially reasonable efforts to recover any lost or corrupted data resulting from Xerox negligence. Should Xerox be unable to recover such lost or corrupted data, Xerox' responsibility and liability for the loss of Customer Data shall be limited to restoring the data to the last required daily back up. Further, Xerox and its suppliers are not liable for any temporary delay, outages or interruptions of the Services.

#### **10.3 Customer Warranties**

Customer warrants, represent and covenants to Xerox that: (a) Customer will use the Services only for lawful purposes and in accordance with this Agreement; (b) all Customer content, including the Customer Data, does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

#### **11.0 INDEMNIFICATION**

Xerox will protect, indemnify, and save whole and harmless the Customer and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Customer relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (b) Any third party claim brought against Customer relating to the willful or fraudulent misconduct of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Customer relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Xerox, its employees, contractors or agents in connection with the performance of the Services.

Xerox will have a right of contribution from Customer with respect to any claim to the extent Customer is responsible for contributing to the alleged injury.

#### **12.0 LIMITATION OF LIABILITY**

### **12.1 Limit on Types of Damages Recoverable**

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **12.2 Limit on Amount of Direct Damages Recoverable**

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF SERVICES PURCHASED BY THE CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE EITHER PARTY IS NOTIFIED BY THE OTHER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CUSTOMER UNDER THE AGREEMENT.

### **12.3 Force Majeure**

- (a) Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such Party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such Party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."
- (b) Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

### **12.4 Actions of Other Party or Third Parties**

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, failures caused by the other Party or by third party suppliers, subcontractors, and carriers. The Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

## **13.0 TERMINATION**

**13.1 Termination for Cause**

- (a) Customer will have the option, but not the obligation, to terminate this Agreement for Cause for any material breach of the Agreement by Xerox that is not cured by Xerox within thirty (30) days of the date on which Xerox receives Customer's written notice of such breach, or if a cure cannot reasonably be fully completed within 30 days, a later date, provided Xerox has provided a plan acceptable to Customer for such cure. Customer will exercise its termination option by delivering to Xerox written notice of such termination identifying the scope of the termination and the termination date.
- (b) Xerox will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due undisputed amounts owed to Xerox, and Customer fails to cure such failure within sixty (60) days after receipt from Xerox of written notice from Xerox.

**13.2 Effect of Termination**

Termination of this Agreement for any reason under this Section 13.0 will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

**14.0 APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES**

**14.1 Applicable Law**

All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of New York.

**14.2 Jurisdiction and Venue**

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located in State of New York and irrevocably agree that all actions or proceedings relating to this Agreement, will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

**14.3 Equitable Remedies**

The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, or (ii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

**15.0 MISCELLANEOUS**

### **15.1 Customer Provided Resources and Technical Working Environment**

Customer shall provide Xerox resources with reasonable access to Customer facilities, as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and will be commensurate with the level of effort required under the Statement of Work.

### **15.2 Binding Nature and Assignment**

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, that either may assign its rights and obligations under this Agreement to an affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that Party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other Party that it has the ability to fulfill the obligations of the assigning Party under this Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a Party will relieve such Party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

### **15.3 Amendment and Waiver**

No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

### **15.4 Further Assurances; Consents and Approvals**

Each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such Party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a Party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

### **15.5 Severability**

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

### **15.6 Entire Agreement**

This Agreement, including the Exhibits thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements,

understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

**15.7 Notices**

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a Party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 15.7, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

If to Customer, to:

Wyoming Department of Public Safety  
2300 DeHoop Ave.  
Wyoming, MI 49509

Attn: Chris Velzen

If to Xerox, to:

Xerox Government Systems, LLC.  
2900 100<sup>th</sup> Street, Suite 309  
Urbandale, IA 50322

Attn: Accounts Manager

**15.8 Survival**

Any provision of this Agreement which contemplates performance, of observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

**15.9 Independent Contractors & Use of Subcontractors**

Xerox will perform its obligations under this Agreement as an independent contractor of Customer. Nothing in this Agreement will be deemed to constitute Xerox and Customer as partners, joint ventures, or principal and agent. Xerox has no authority to represent Customer as to any matters, except as expressly authorized in this Agreement or in an authorized Supplemental Service Agreement. Xerox has the right to use, if appropriate, qualified third party vendors.

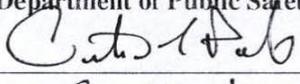
**15.10 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

Wyoming Department of Public Safety

XEROX GOVERNMENT SYSTEMS, LLC

Signature: 

Signature: \_\_\_\_\_

Printed Name: Curtis Holt

Printed Name: Shayne Boyd

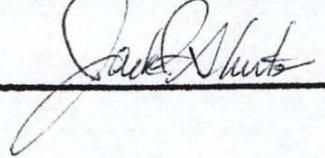
Title: City Manager

Title: VP Public Safety & Justice

Date: 2-8-16

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**



**Exhibit A**  
**Statement of Work**

This Statement of Work describes the application hosting services that Xerox will provide to Customer in connection with this Agreement. Should additional services be required beyond or not defined in the scope of this Agreement, Customer and Xerox may enter into a Supplemental Services Agreement as further described in Section 4.0 of the Agreement, subject to required Customer approvals.

**1.0 Application Software and Related Services**

A key element of this Statement of Work is to provide Customer during the term of the Agreement with licensed access to web version of FIREHOUSE Software Version 7 or above for use in the daily operation of their agency.

**1.1 FIREHOUSE Software Application**

Xerox will provide Customer with access to the Applications and modules set forth in Exhibit B during the term of the Agreement, including FIREHOUSE Software Web Version 7 or above. Pricing established in Exhibit B includes professional service to convert the existing customer FIREHOUSE Software data to the cloud environment.

**1.2 Key Assumptions Concerning Software**

- Xerox Software, subject matter experts and network services staff are available on a daily basis from 7:00 am to 7:00 pm (CST), Monday through Friday (except Xerox holidays) via a toll-free support number.
- Access to these applications will be provided during the Term of the Agreement, and via a browser based secure connectivity to a Xerox Data Center facility where all programs and data will be securely stored and accessible.
- All access to the Services shall be controlled by user names and passwords issued by Xerox to Customer from time to time upon request by Customer. Each user name and password will be unique to each staff member that Customer designates is authorized to access the Services. Customer is solely responsible for the security of the user names and passwords issued to Customer's staff members. Any access to the Services using such user names and passwords will be deemed access by Customer.
- All standard software upgrades will be provided to Customer at no additional charge during the term of the Agreement. Upgrades are implemented at Xerox' discretion in accordance with Xerox' standard general release schedule for upgrades.
- Subject to the clarification contained in the following sentence, Software will be modified for "mandated" State & Federal functional requirements that must be handled by or within the Xerox FIREHOUSE Software Application. These mandated modifications / enhancements will be provided by Xerox as long as they can reasonably be integrated into the base system architecture. At Xerox' discretion, if the requirements are such that they cause major

modification to either data structure or the systems base process flow architecture, then Xerox will inform the Customer of options, which may include additional cost, over and above the costs associated with this agreement.

- XEROX data center personnel will physically handle and coordinate all software upgrades for any Xerox directed base application enhancements or upgrades.
- In certain circumstances and/or to provide specific functionality, Xerox may utilize third party application software in conjunction with its own Xerox created software. In these instances, Xerox will inform the Customer of this third party relationship. Xerox will secure all necessary third party software licenses required to ensure proper and legal use by Customer during the Term in accordance with the Agreement.
- Unless otherwise specifically set forth in this Agreement, Xerox shall have no responsibility for the correctness, performance or underlying program code relating to third party software (not developed by Xerox) used in connection with the Services. However, the Xerox Account Manager, as part of this Agreement, will act as a liaison to the appropriate third party vendor/s when problems or concerns arise.

## **2.0 Hardware & Systems Accessibility**

### Xerox Owned Equipment & Software

- All software applications identified in Section 3 above will be hosted on remote data center computers provided by Xerox in a remote and secure data center where appropriate computer processing and wide-area network capabilities. Response times experienced by authorized users within Customer site will be maintained at commercially reasonable levels, and response time will be monitored and tuned by data center operations staff. Xerox is not responsible for network performance on network segments outside of Xerox control.
- If specific hardware is provided to the customer to connect Customer Local Area Network to Xerox data center, it will be properly maintained by Xerox. Any maintenance or upgrade needed to this equipment, to meet the deliverables of this agreement, will be the responsibility of Xerox.
- Customer will provide a safe, secure, and adequate environment to house necessary Xerox owned equipment. Customer will inform Xerox if/when these items are damaged or not operating properly.
- Xerox will be responsible for the repair or replacement of Xerox owned equipment if/when it is deemed not operating properly. Xerox owned equipment that is deemed not operating properly, will be repaired or replaced within two (2) business days of Xerox being notified of failure.
- The following equipment and software, if any, will be provided to the Customer for use as part of this Agreement. The equipment and software will be owned by Xerox, but will be located at a Customer facility. Customer will be responsible for the risk of loss or damage to the equipment and software located at its facility for as long as such equipment and software is within its care, custody or control. Xerox will be responsible for providing standard manufacturer maintenance coverage for all equipment supplied as part of this paragraph. Xerox will also be responsible for all shipment costs (both at the time of installation and at the

time of retrieval). Xerox will have no obligation to refresh the equipment or software in the absence of a contract amendment.

DESCRIPTION	MODEL	QUANTITY	MAINTENANCE
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Not Applicable

Customer Owned Equipment

- All required hardware, communication infrastructure, and related software will be the responsibility of the Customer.
- Customer will be responsible for maintaining or renewing any hardware maintenance agreements for their own equipment and at their own discretion.
- It is understood and agreed by Xerox and Customer that the Xerox services and equipment will integrate and connect to Customer equipment and/or network backbone, as a part of Customer's internal infrastructure.
- During the term of this Agreement, any upgrades, changes or additions to Customer owned equipment, or network environment that affects the connectivity, with Xerox equipment or communication infrastructure, must be reviewed and approved by Xerox. These upgrades, if approved, will be at Customer's expense unless otherwise mutually decided. If the Customer changes inhibit Xerox ability to provide the services of this Agreement, Xerox will work with the Customer on a best effort basis to resolve the underlying technical issues. However, if through these efforts a correction is not available, the Customer will be responsible to restore their environment to previous levels of service delivery.
- During the term of this Agreement, any expenses for maintenance, replacement, or repair, of Customer owned equipment or software will be at expense of Customer.

**3.0 Customer Data**

- All data collected on tape or hard copy, or residing on Xerox data center computers supplied by Customer to be utilized by Xerox in the computer system data base to provide services herein, will remain the property of Customer, and no use will be made thereof beyond that listed in the Agreement, without written permission of Customer.
- Once per calendar year or upon expiration or termination of this Agreement, Xerox will upon written request of Customer return to Customer all Customer Data in a MS SQL Server database in MDF format. Any additional conversion of Customer Data to MS SQL Server database in MDF format shall be provided for the additional cost set forth in Exhibit B, Applicable Charges, under "Data Transfer." Any conversion of data for porting to other applications, including conversion to spreadsheet format, will not be provided under this Agreement.



- All Customer data located on Xerox computers in Xerox Data Center/s will be backed up routinely, professionally and daily and stored in secure off-site locations; retrievable by Xerox for Customer for any contingencies.
- Xerox shall be authorized to view and use all reports, data, or other material prepared by it for the Customer under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Customer as confidential, except authorized recipients as specifically and in writing designated by Customer.

#### **4.0 Professional Support Services**

- Xerox Software, subject matter expert and Network Services staff will be available daily from 7:00 am to 7:00 pm (CST), Monday through Friday (other than Xerox holidays) via toll free 800 support number. Call-back time from Xerox support will average at or under 1 hour.
- All monitoring of the XeroxWide Area Network communications environment and continuous operations, Xerox remote data Center operations and security, and secure back-ups and remote storage of Customer Data will be responsibility of Xerox.
- There will be no on-site visits by Xerox staff on Customer locations. Should Customer request such visits for any reason, Xerox will be entitled to compensation for the hours worked (as well as reasonable travel time), as well as reimbursement for travel and living expenses. Services will be billable at the then current Xerox labor rate, but not initiated without the written consent of Customer.
- Troubleshooting, repair, and replacement of Xerox provided equipment listed in section 2.0 above. Note: The removal of Spyware, Adware, Data Mining, and other infections are outside the scope of these support services and may incur standard time/material support charges. Customer will not incur any additional charges without prior written approval.

#### **5.0 Customer Responsibilities**

While Xerox will provide the account management, staffing, and computer hardware and software resources to provide the required services, Customer agrees to provide the following resources to support this effort:

- Identify the Customer Contract Administrator who will be the main contact for the Xerox Account Manager, for all service delivery issues.
- Identify Customer personnel in each department that can be the key contacts for the Xerox support team with regard to the specific software applications and functions related to the Xerox services.



- Customer is responsible for and controls all security on its internal Local Area Network/s, central computing, and desktop computing environments.
- Customer is responsible for all support services (technical and user) on its owned and internal LAN, other WAN connections outside of Xerox WAN, Central Computing, and desktop computing environments.
- Customer will provide, and is responsible for, the internal infrastructure necessary to allow Xerox to establish secure electronic communications and access to and from the Xerox remote data center.
- Customer is responsible for all Customer owned or purchased equipment set-up and integration into their own desktop or network environment.
- Customer shall, at its sole expense, at all times during the term of this Agreement, protect Xerox owned materials and/or equipment, which are located on Customer site, from deterioration other than normal wear and tear. Customer shall not use the Xerox owned items located on Customer premises for any purposes other than those for which they were designed hereunder. Customer shall bear the risk of loss or damage from fire, the elements, theft or otherwise from the time of and after the delivery of the items to the Customer's delivery address.
- Customer will not move any Xerox owned items or permit them to be moved from the original installation address without Xerox' prior written consent. Upon the request of Xerox, Customer shall make the materials available to Xerox during regular business hours for inspection at the place where it is normally located and shall make Customer's records pertaining to the materials available to Xerox for inspection.
- Except where the Parties mutually agree to extend the term of the Agreement past the initial term or any successive renewal period, upon termination (by expiration or otherwise) of this Agreement, Customer shall, pursuant to Xerox' instructions and at Customer's expense, return the materials and any documentation or other tangible manifestation of the materials to Xerox in the same operating order, repair, condition and appearance as when received, except for normal wear and tear. Customer shall return the materials to Xerox at its address set forth herein or at such other address within the United States as directed by Xerox.
- Customer shall not, without the prior written consent of Xerox, affix or install any accessory, equipment or device to any Xerox owned items which are located on the Customer site, which may either impair the originally intended function or that cannot be readily removed without causing material damages. The Customer will not, without the prior written consent of Xerox and subject to such conditions as Xerox may impose for its protection, affix these items to any real property if, as a result thereof, such materials will become a permanent fixture under applicable law.

**Exhibit B**  
**Applicable Charges**

**1.0 Based Yearly Fee**

Customer shall pay Xerox an annual fee as outlined below for 5 years for services starting on 3/1/2016 and ending on 2/28/2021. Services will be invoiced in advance at the start of the service year, and payments are due on a net 30 day basis.

**Payment Schedule:**

	Yearly Fee
Year 1	\$5,512.50
Year 2	\$5,512.50
Year 3	\$5,512.50
Year 4	\$5,512.50
Year 5	\$5,512.50

**Modules and Concurrent Users**

The following Firehouse Modules and licenses will be available to the customer:

MODULES	Yes or No	# of Licenses
<b>Incident Module</b>	Yes	5
<b>EMS Module</b>	Yes	5
<b>Staff, Training and Certifications</b>	Yes	5
<b>Occupancy Management</b>	Yes	5
<b>Inventory Management</b>	Yes	5
<b>Hydrant Module</b>	Yes	5
<b>Staff Scheduling</b>	NO	0
<b>Accounts Receivable</b>	NO	0
<b>Sketch</b>	NO	0
<b>Analytics</b>	NO	0
<b>CAD Monitor – Vendor Motorola</b>	Yes	N/A
<b>VPN connection required for CAD data transfers</b>	NO	N/A
<b>Local Data Transfer</b>	NO	N/A
<b>Training Database</b>	Yes	1

## 2.0 Other Xerox Services

Services provided to Customer by Xerox, that are beyond the scope of this Agreement, or are in addition to or supplemental to the scope of this Agreement, will be provided at the then current Xerox labor rate during the Term. The Xerox Account Manager will always obtain prior approval from Customer on the nature of the services, personnel assigned and estimated time and expenses to be incurred. All such services will be performed in accordance with a fully executed Supplemental Service Agreement.

### **Pricing Assumptions:**

- Except as otherwise set forth herein, travel, lodging, meals and incidental expenses for Xerox staff that are directly related to performing the specific deliverables of this Agreement will be the responsibility of Xerox.
- Any other "expenses" that fall outside the deliverables of this Agreement will be the responsibility of Customer. The Xerox Account Manager will establish an approval process by Customer prior to incurring the expense.

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 item as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidder	Total Cost
Sand	Cordes, Inc.	\$4.48 per ton

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 February 15, 2016.

ATTACHMENTS:  
Staff Report  
Tabulation Sheet

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: February 1, 2016  
SUBJECT: Bid Award - Sand  
FROM: Jodie Theis, Contracts and Procurement Supervisor  
Date of Meeting: February 15, 2016

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### RECOMMENDATION

It is recommended that the City Council award the sand bid to the lowest bidder, Cordes, Inc. for a one year period from the bid award date at a unit price \$4.48 per ton.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. The use of sand helps to prevent soil erosion, protecting the natural landscaping.

#### Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status.

#### Economic Strength

The use of sand allows the Public Works Department to provide high quality street and utility repairs. Maintaining the City's streets and infrastructure sustains public and private property values.

### DISCUSSION

On Tuesday, January 26, 2016, the City received six bids for sand. Seventy invitations to bid were sent to prospective bidders.

The City uses approximately 3,500 tons of sand each year. The unit cost of the sand will be \$4.48 per ton, for an estimated yearly total cost of \$15,700.00. The low bid for sand is a decrease of 27% from last year's price of \$5.67 per Ton. The material is delivered to the Public Works Department, where a stockpile of sand is maintained.

The Public Works Department utilizes sand throughout the City to make repairs in the roadways, right-of-ways and private property that has been damaged by utility repairs or asphalt or concrete failures. Restoring the damaged property is an important function in maintaining the City's aesthetics and safety.

### BUDGET IMPACT

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

CITY OF WYOMING, MICHIGAN  
TABULATION OF BIDS

ON SAND

Opened By City Clerk On January 26, 2016 At 11:00 a.m. o'clock

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

<b>Bidder</b>	<b>Per Ton</b>
Cordes Inc.	\$ 4.48
Stoneco of Michigan	\$ 4.50
MarJo Constrution Services	\$ 4.86
Yellow Rose Transport	\$ 4.96
Black Gold Transport Inc.	\$ 5.00
VerPlank Trucking Co.	\$ 6.25

ORDINANCE NO. 1-16

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

THE CITY OF WYOMING ORDAINS:

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

**CHAPTER 26**

**EMERGENCY AMBULANCE SERVICE**

**Sec. 26-101. Findings of Facts.**

The City Council hereby makes the following findings:

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

**Sec. 26-102. Adoption of Agreement.**

The City hereby approves and adopts the agreement for allocation of primary emergency ground ambulance service areas among EMS Providers dated January 14, 2016, between the Participating Municipalities and the EMS Providers pursuant to the provisions of the Municipal Partnership Act, Act No. 258 of the Public Acts of 2011, as amended, and the Michigan Public Health Code, Act No. 368 of Public Acts of 1978, as amended.

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

The Participating Municipalities and the EMS Providers have entered into a formal agreement originally dated January 14, 2016, to designate primary emergency operating rights in certain areas, to improve patient and system outcomes by ensuring continuity of services, to establish transparency in operation, and to develop data reporting standards (“Agreement”).

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

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

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

\_\_\_\_\_  
Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 1-16

ORDINANCE NO. 2-16

AN ORDINANCE TO AMEND SECTION 2-423  
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 2-423 of the Code of the City of Wyoming is hereby amended to read as follows:

**Sec. 2-423. Membership and appointment.**

Members of the commission shall consist of not less than five and not more than eleven members to be appointed by the mayor with the approval of the city council for a term of three years. The first members appointed pursuant to this section shall have terms adjusted to allow for 1/3 of the members to have terms expiring each year. The terms of office shall be as provided in this chapter and all members shall be registered electors of the City of Wyoming.

The members appointed pursuant to this section shall constitute the board of directors and shall be the voting members of the commission. The commission may add additional non-voting members in its discretion.

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

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

\_\_\_\_\_  
Kelli A. Vandenberg  
Wyoming City Clerk

ORDINANCE NO. 3-16

AN ORDINANCE TO AMEND SECTION 2-427(4)  
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 2-427(4) of the Code of the City of Wyoming is hereby amended to read as follows:

(4) Except as provided herein, appointed members of the commission may not be compensated for services to the commission. The commission may request the City to enter into contracts with an individual or entity, not excluding members of the commission to further purposes of the organization. All contracts must operate within the constraints of the approved budget and funding and shall be approved by the city council in accordance with the applicable provisions of this Code and the City Charter.

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

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

\_\_\_\_\_  
Kelli A. Vandenberg  
Wyoming City Clerk

JRS/sak  
02/15/16

ORDINANCE NO. 4-16

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

THE CITY OF WYOMING ORDAINS:

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

**Sec. 50-38. Sex Offender Registration Fee.**

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

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

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

\_\_\_\_\_  
Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 4-16

MEMORANDUM

TO: Curtis L. Holt  
City Manager

FROM: Jack R. Sluiter   
City Attorney

DATE: January 8, 2016

RE: Sex Offender Registry Ordinance

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

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

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

Please advise if you have any questions.

cc: Chief Carmody  
Lt. Maguffee  
Ofc. Keen

ORDINANCE NO. 5-16

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

THE CITY OF WYOMING ORDAINS:

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 5-16

MEMORANDUM

TO: Curtis L. Holt  
City Manager

FROM: Jack R. Sluiter   
City Attorney

DATE: January 8, 2016

RE: Update to Possession of Marijuana Ordinance

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

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

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

cc: Chief Carmody  
Lt. Maguffee