

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 6, 2016, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Andrew Blauwkamp, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of May 16, 2016
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider the Vacation of Laville Avenue and Stanton Street, Extending South from Chicago Drive
- 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. 52 – To Appropriate \$40,000.00 of Budgetary Authority for the Expenditures Related to the Gypsy Moth Suppression Program to be Funded Through a Special Assessment
 - b) Budget Amendment No. 53 – To Appropriate \$16,190.00 of Additional Budgetary Authority to Provide Additional Funding for Administrative Staff Expenditures for the Community Development Block Grant (CDBG) and Community Services Planning Department budgets
 - c) Budget Amendment No. 55 – To Appropriate \$7,350.00 of Budgetary Authority for Additional Funding for Additional Election Expenses
- 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) To Set a Date for a Public Hearing Concerning the Vacation of Pinehurst Avenue Extending South 170.64 Feet from 44th Street, in the City of Wyoming, Kent County, Michigan (July 5, 2016 at 7:01 p.m.)
- 15) Resolutions**
 - b) To Vacate Laville Avenue and Stanton Street (Paper Only Streets), Extending South from Chicago Drive, in the City of Wyoming, Kent County, Michigan

- c) To Approve the Bikeways Plan Amendment to the City of Wyoming Land Use Plan 2020
- d) To Authorize the City Manager to Sign the Kent County Essential Needs Task Force (ENTF) Governance Memorandum of Understanding (MOU)
- e) To Authorize the Mayor and City Clerk to Enter into a Cooperative 21st Century Community Learning Center Agreement with Wyoming Public Schools (Cohorts G, H, I-1, and I-2)

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

- f) To Exercise the Right of First Refusal to Acquire Tax Foreclosed Properties from Kent County for a Declared Public Purpose
- g) To Enter into a Development Agreement with Next Step of West Michigan for the Transfer of Property
- h) To Authorize a Contract Amendment Between the City of Wyoming and the Salvation Army Social Services of Kent County
- i) To Authorize Payment to the Haven Apartment Homes LLC for Design and Wetland Expenses Associated with the Wyoming Regional Storm Water Basin H2B at 52nd Street and Wilson Avenue
- j) To Accept a Proposal from ThyssenKrupp Elevator to Perform Elevator Maintenance at the Water Treatment Plant and to Authorize the Mayor and City Clerk to Execute the Agreement (Budget Amendment No. 54)
- k) To Accept a Quote from L3 Mobile-Vision, Inc. to Replace and/or Upgrade Outdated In-Car Video Camera Equipment
- l) To Accept a Quotation from Midwest Employers Casualty Company for Excess Liability Coverage for Workers' Compensation
- m) For Award of Bids
 - 1. Chemicals for the Drinking Water Plant
 - 2. Chemicals for the Clean Water Plant
 - 3. Liquid Polymers

17) Ordinances

- 8-16 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (102) Thereto to Zone 60 Acres I-1 Light Industrial Acquired Through a P.A. 425 Agreement with Byron Township (Southeast Corner of Burlingame Avenue and 60th Street SW) (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (Labor Contract Negotiations)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: June 6, 2016

Budget Amendment No. 053

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$16,190.00 of additional budgetary authority to provide additional funding for administrative staff expenditures for the Community Development Block Grant (CDBG) and Community Services Planning Department budgets as per attached Staff Report.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Planning - Planning - Salaries 101-400-40000-706.000	128,731.00	5,500.00		134,231.00
Planning - Planning - FICA 101-400-40000-715.000	10,227.00	200.00		10,427.00
Planning - Planning - Life Insurance 101-400-40000-717.000	96.00	30.00		126.00
Planning - Planning - Pension 101-400-40000-718.000	41,128.18	2,500.00		43,628.18
Planning - Planning - Workers Comp Insurance 101-400-40000-719.000	665.00	100.00		765.00
Planning - Planning - Professional Services 101-400-40000-801.000	38,000.00	3,000.00		41,000.00
Fund Balance/Working Capital (Fund 101)		-	11,330.00	
<u>Community Development Fund</u>				
Sales Land (Revenue) 256-673.001	2,800.00		2,500.00	300.00
Reimbursements H.R.S. Co Pay (Revenue) 256-676.050	3,000.00	2,000.00		5,000.00
Loan Payments (Revenue) 256-683.000	35,000.00	40,000.00		75,000.00
Planning - Administration 2016 - Salaries 256-400-17516-706.000	42,436.56	3,700.00		46,136.56
Planning - Administration 2016 - FICA 256-400-17516-715.000	3,189.86	300.00		3,489.86
Planning - Administration 2016 - Hospitalization Insurance 256-400-17516-716.000	9,411.72	1,000.00		10,411.72
Planning - Administration 2016 - Life Insurance 256-400-17516-717.000	35.90	20.00		55.90
Planning - Administration 2016 - Pension 256-400-17516-718.000	13,890.06	2,500.00		16,390.06
Planning - Administration 2016 - Workers Comp Insurance 256-400-17516-719.000	587.69	140.00		727.69
Planning - Administration 2016 - CIP and Longevity 256-400-17516-721.000	825.60	200.00		1,025.60

CITY OF WYOMING BUDGET AMENDMENT

Date: June 6, 2016

Budget Amendment No. 053

Planning - Administration 2016 - Professional Services			
256-400-17516-801.000	14,000.00	3,000.00	11,000.00
Fund Balance/Working Capital (Fund 256)	34,640.00	-	

Recommended: Kate Balgord
Accountant

Hedi A. Isakson
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

STAFF REPORT

Date: May 24, 2016

Subject: Budget Amendment per CDBG Administrative Cap

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: June 6, 2016

RECOMMENDATION:

It is recommended the City Council authorize a budget amendment to recognize administrative staff expense billing of the Community Services Community Development Block Grant (CDBG) to the Community Services Planning Department budget.

SUSTAINABILITY CRITERIA:

Environmental Quality – As an entitlement community, the City of Wyoming uses CDBG funds to remediate blight, improve access to safe, affordable housing, and provide for public services that improves the quality of life within our community.

Social Equity – CDBG services and programs are targeted to low and moderate income households and targeted census track areas within our community; working to ensure that all, regardless of their socio-economic status, enjoy, to the extent possible, equitable, safe living conditions.

Economic Strength – CDBG programs and services stabilize neighborhoods resulting in improved properties and a healthy, vibrant community. Maintaining and increasing property values is a direct outcome.

DISCUSSION:

Federal regulations limit the amount of Administrative expense charged to the CDBG grant to 20% of current year program income plus current year grant award. The cap projected for year-end is \$123,000. Our current authorized budget is \$103,273 for Administrative expenses within the CDBG budget.

During FY 2017 budget preparation, we estimated our year-end expense in this area to be \$124,894. Since submitting our budget projections, this has increased to \$126,300. Both of these amounts exceed the HUD mandated cap.

This increase in expense is directly related to the preparation and submittal of the regional Federal Fiscal Year (FFY) 2016 – 2020 Consolidated Housing and Community Development Plan for the three (3) jurisdictions and an individual FFY 2016 Annual Action Plan template for

each entity. Staff estimates that by joining in the regional planning process, two (2) to three (3) times as much staff time has been necessary as compared to if the City would have undertaken the plan on its own.

BUDGET IMPACT:

To come in compliance with HUD regulation, administrative staff wages for CDBG for the month of May and June will need to be billed to the Planning Budget. A budget amendment is necessary to provide for this change within the Planning Budget. Additionally, professional services must be reduced in CDBG and increased in the Planning Budget to reduce the overall CDBG Administrative budget to comply with the HUD regulation.

Finally, a budget amendment is necessary to recognize an increase in program income to offset an increase in the FY 2016 CDBG budget to allow for the maximum allowed billing of staff time to the grant.

ATTACHMENTS:

Budget amendments.

CITY OF WYOMING BUDGET AMENDMENT

Date: June 6, 2016

Budget Amendment No. 055

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$7,350.00 of budgetary authority for additional funding for additional election expenses.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
City Clerk - City Clerk-Election - Salaries - Overtime 101-215-19100-708.000	1,000.00	2,050.00		3,050.00
City Clerk - City Clerk-Election - Salaries - Officials 101-215-19100-711.000	14,000.00	18,730.00		32,730.00
City Clerk - City Clerk-Election - F.I.C.A. 101-215-19100-715.000	77.00	140.00		217.00
City Clerk - City Clerk-Election - Pension 101-215-19100-718.000	321.60	460.00		781.60
City Clerk - City Clerk-Election - Pension Retiree Health- DC Plan 101-215-19100-718.200	-	80.00		80.00
City Clerk - City Clerk-Election - Workers Comp Insurance 101-215-19100-719.000	1.00	10.00		11.00
City Clerk - City Clerk-Election - Office Supplies 101-215-19100-727.000	2,000.00	260.00		2,260.00
City Clerk - City Clerk-Election - Other Services 101-215-19100-956.000	3,600.00	3,120.00		6,720.00
City Clerk - City Clerk - Hospitalization Insurance 101-215-21500-716.000	97,966.00		12,000.00	85,966.00
City Clerk - City Clerk - Pension 101-215-21500-718.000	68,464.77		4,000.00	64,464.77
City Clerk - City Clerk - Travel and Training 101-215-21500-860.000	5,700.00		1,500.00	4,200.00
Fund Balance/Working Capital (Fund 101)		-	7,350.00	

Recommended: Kate Ballou
Accountant

Hud A. Isaacs
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. _____

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING CONCERNING
THE VACATION OF PINEHURST AVENUE EXTENDING SOUTH 170.64 FEET
FROM 44TH STREET, IN THE CITY OF WYOMING, KENT COUNTY, MICHIGAN

WHEREAS:

1. The Wyoming Planning Commission held a public hearing on May 17, 2016 where they unanimously recommended that Pinehurst Avenue, extending south 170.64 feet from 44th Street, Section 25, be vacated, subject to retaining a utility and sidewalk easement.
2. The City of Wyoming Engineering Department has requested this vacation as Pinehurst Avenue south of this proposed vacation was closed due to safety concerns with the reconstructed intersection at 44th Street.
3. The adjoining property owners will be able to incorporate the vacated right-of-way with their existing businesses and would provide for greater future redevelopment opportunities.
4. It is necessary for the Wyoming City Council to hold a public hearing to consider the request.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council sets the date of July 5, 2016 at 7:01 p.m. for a public hearing to be held at Wyoming City Hall, 1155-28th Street, S.W., Wyoming, Michigan, concerning the vacation of said street, located in the City of Wyoming, Kent County, Michigan according to the attached legal description.

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 June 6, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Memo

Map



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

May 25, 2016

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request to set a public hearing to consider the vacation of Pinehurst Avenue extending south 170.64 feet from 44th Street.

Recommendation: To set a public hearing date of July 5, 2016.

Dear Ms. Vandenberg:

The above referenced request was reviewed by the Planning Commission at its regular meeting held on May 17, 2016. After public hearing, a motion was made by Hegyi, to recommend to the City Council the vacation, subject to retaining a utility and sidewalk easement over the right-of-way. The motion was supported by Woodruff. After discussion, the motion passed unanimously. The following is provided as additional information:

The Pinehurst Avenue connection to 44th Street was closed with the recent reconstruction of 44th Street. It was closed because the intersection is in the location of an expanded "bulb out" for U-turns on 44th Street. The Pinehurst/44th Street intersection presented safety issues and the street was closed to minimize conflicts. The proposed vacation area of Pinehurst Avenue now serves only as drive access to the adjoining parcels. A utility easement and sidewalk easements will need to be retained over almost the entire right-of-way. The proposed vacation provides for the adjoining properties to redevelop if desired. The proposed vacation is being requested by the Engineering Department.

Conformance with the City of Wyoming sustainability principals:

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

The proposed street vacation will provide for the adjoining properties to consolidate and allow for their more efficient use and future expansion opportunities. This will provide for future economic growth. The proposed vacation conforms to the City of Wyoming sustainability principals.

The appropriate resolution to set the public hearing is attached.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Timothy Cochran".

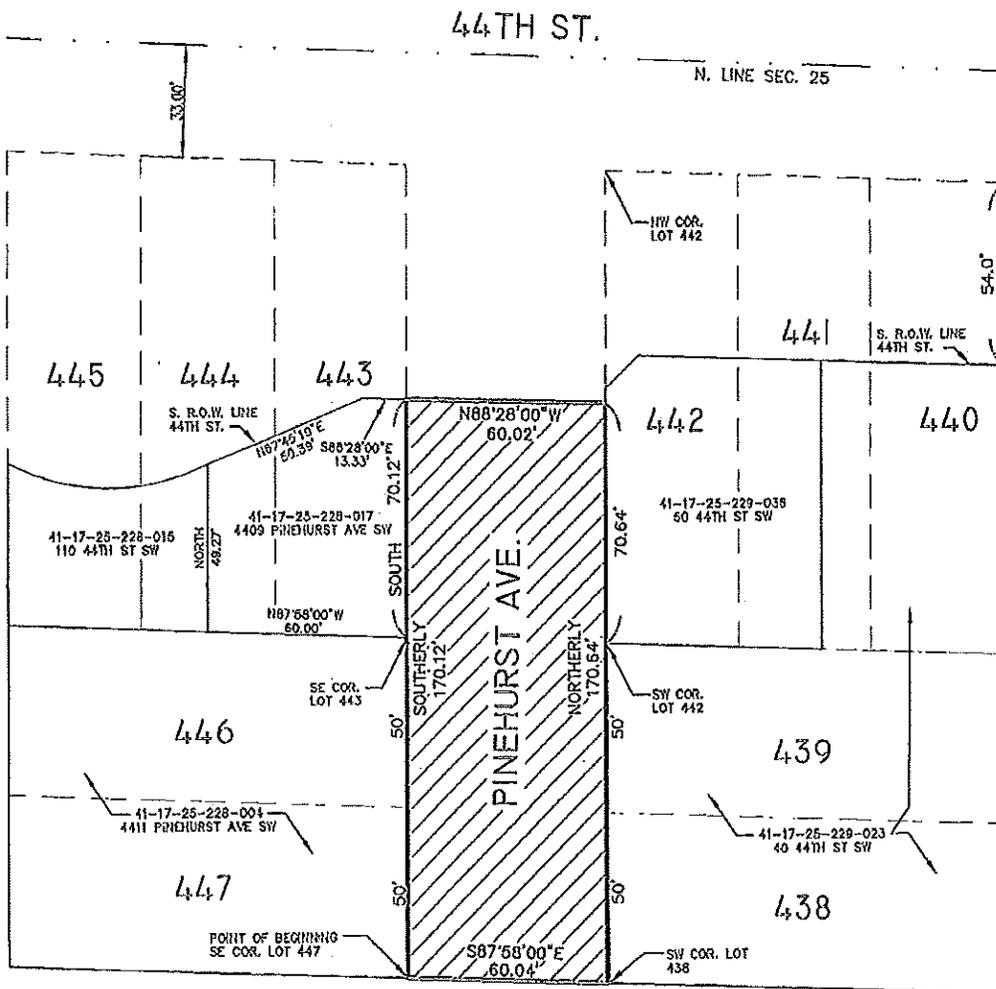
Timothy Cochran, City Planner
Planning and Development Department

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

EXHIBIT A

CITY OF WYOMING-STREET VACATION

THAT PART OF PINEHURST AVE, LYING WITHIN HOME ACRES NO. 1 PLAT, SECTION 25, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 447; THENCE S87°58'00"E 60.04 FEET TO THE SOUTHWEST CORNER OF LOT 438; THENCE NORTHERLY 170.64 FEET ALONG THE WEST LINES OF LOTS 438, 439, AND 442 TO A POINT 70.64 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 442; THENCE N88°28'00"W 60.02 FEET TO A POINT ON THE EAST LINE OF LOT 443, SAID POINT BEING 70.12 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 170.12 FEET ALONG THE EAST LINES OF LOTS 443, 446, AND 447 TO THE POINT OF BEGINNING.



DATE: 3-05-16
PROJECT NO: 16001

SCALE: 1"=40'

 = PORTION OF PINEHURST AVE. TO BE VACATED



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

LEGEND

- IRON STAKE (SET)
- ◊ IRON STAKE (FOUND)
- ⊗ MANHOLE
- WOOD STAKE (SET)
- ⊠ CABLE BOX
- ⊕ UTILITY POLE
- ⊙ FIRE HYDRANT
- ⊗ WATER VALVE

RESOLUTION NO. _____

A RESOLUTION TO VACATE LAVILLE AVENUE AND STANTON STREET
(PAPER ONLY STREETS), EXTENDING SOUTH FROM CHICAGO DRIVE,
IN THE CITY OF WYOMING, KENT COUNTY, MICHIGAN

WHEREAS:

1. The Wyoming Planning Commission held a public hearing on April 19, 2016 and has recommended that Laville Avenue and Stanton Street, extending south from Chicago Drive, Section 03, be vacated, subject to assigning the easement for the DTE gas line.
2. The Wyoming City Council did hold a public hearing on June 6, 2016 to consider the request.
3. Antonne Group owns the majority of the surrounding properties and desires to incorporate the undeveloped right-of-way to into three parcel reconfigurations for their more efficient use.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby vacate Laville Avenue and Stanton Street, located in the City of Wyoming, Kent County, Michigan according to the attached legal descriptions, subject to the assigning of the easement for the DTE gas line.

BE IT FURTHER RESOLVED:

2. The City Clerk shall record a certified copy of this resolution with the Kent County Register of Deeds and provide a copy to the State of Michigan Departments of Natural Resources, Economic Development and Licensing and Regulatory Affairs.

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 June 6, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Memo
Maps



May 25, 2016

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Public hearing to consider the vacation of Laville Avenue and Stanton Street (paper only streets) located south of Chicago Drive.

Recommendation: To approve the subject street vacations request.

Dear Ms. VandenBerg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 19, 2016. A motion was made by Arnoys to recommend to the City Council the vacation of Laville Avenue and Stanton Street, subject to assigning an easement for the DTE gas line. The motion was supported by Bueche. After discussion, the motion passed unanimously. With this recommendation, on May 2, 2016 the City Council set the required public hearing date for June 6, 2016. The following is provided as additional information:

The petitioner owns all the surrounding properties with the exception of Battjes Park to the south. The street right-of-ways were never developed as public streets, and have for several decades served just the adjoining industrial businesses for vehicular and truck access to Chicago Drive. The streets have no general public purpose. The petitioner requests the City vacate the paper streets so the land can be incorporated into three adjoining parcels, which will then be consolidated into more desirable and functional parcels (see attached parcel combination plan). One building was also constructed partially within the right-of-way.

A 0.03 acre portion of the Stanton Street vacation borders Battjes Park. The vacation process assigns ½ of the adjoining right-of-way to each side. A separate action will be required to transfer the additional vacated property to be normally assigned to Battjes Park to the adjoining properties (0.01 and 0.02 acres respectively).

Conformance with the City of Wyoming sustainability principals:

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

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

The proposed street vacations will provide for the adjoining industrial properties to consolidate into three properties and allow for their more efficient use and future development opportunities. This will provide for future economic growth. The proposed vacations conform to the City of Wyoming sustainability principals.

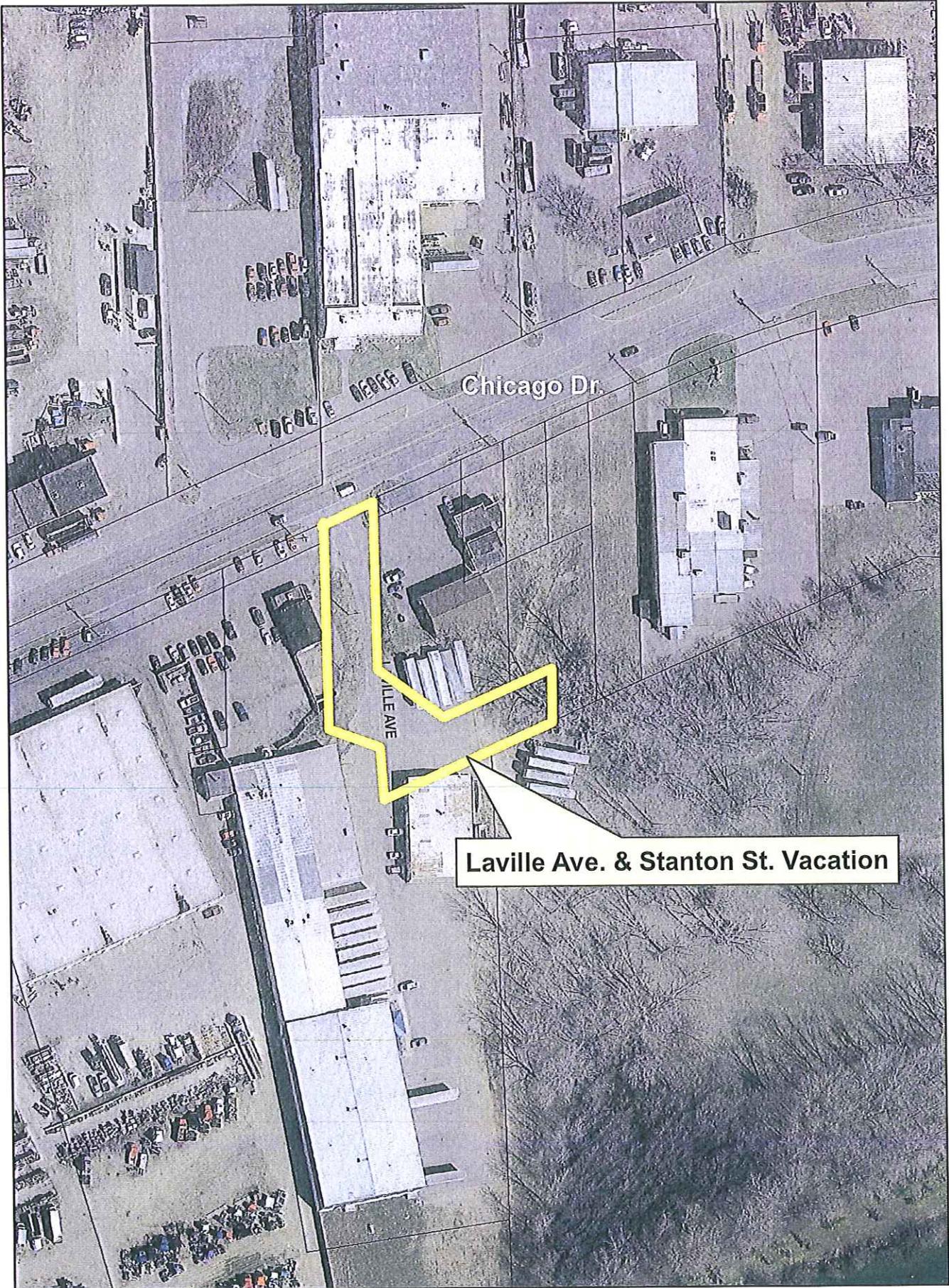
The appropriate resolution to approve the requested street vacations is attached.

Respectfully submitted,

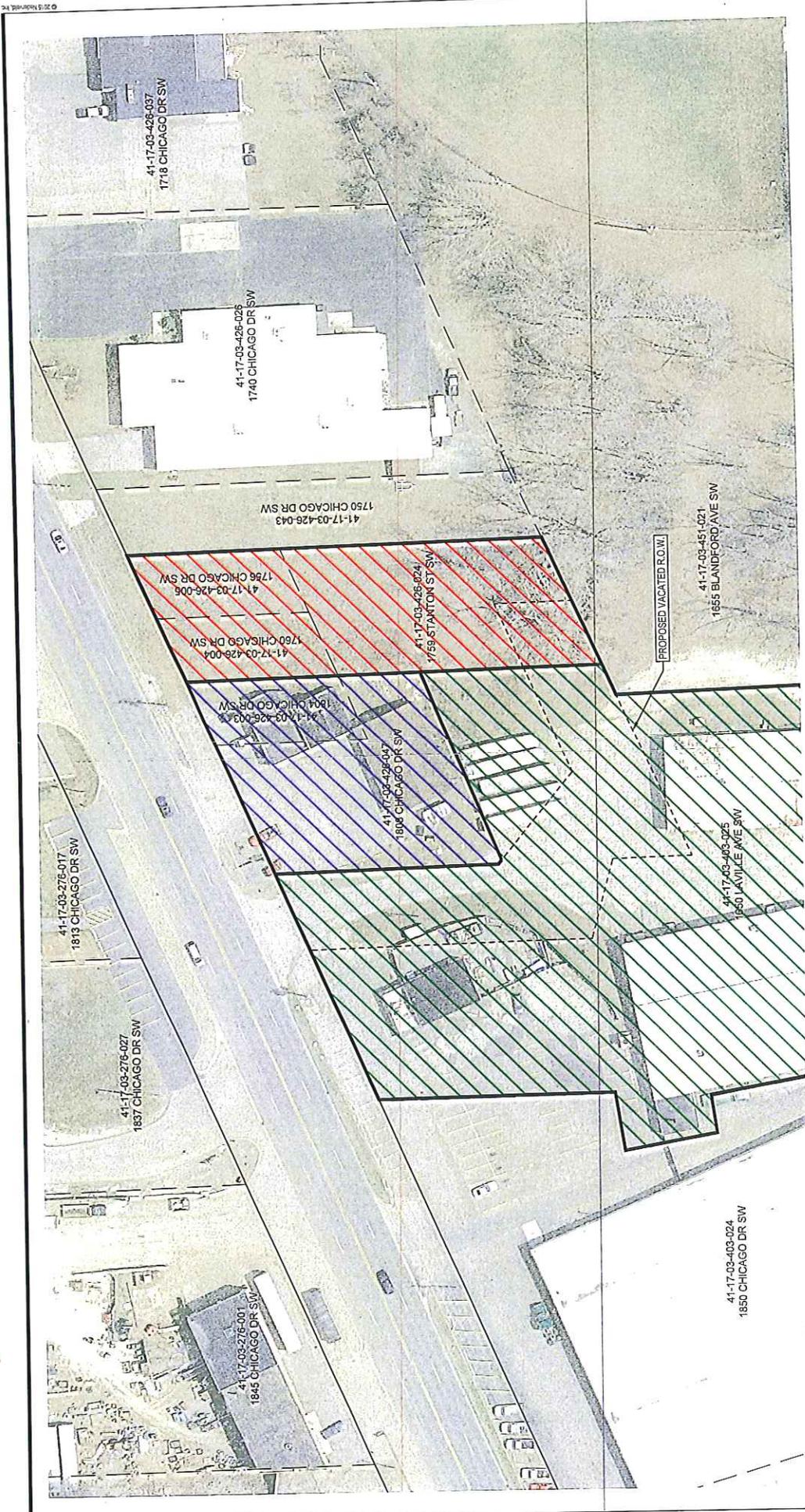
A handwritten signature in cursive script, appearing to read "Timothy Cochran".

Timothy Cochran, City Planner
Planning and Development Department

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



L'Aville Ave. & Stanton St. Vacation



SCALE: 1" = 60'

**PROPOSED
R.O.W. VACATION**

Properties Post Road Vacation
CITY OF WYOMING, KENT COUNTY, MI

DRAWN BY: JM V. DATE: 02.18.16 PRJ. NO.: 16400145
CHECKED BY: RP S. DATE: 02.18.16 2 OF 2

LEGEND

-  REVISED PARCEL 1 (SEE ATTACHED LEGAL DESCRIPTION)
-  REVISED PARCEL 2 (SEE ATTACHED LEGAL DESCRIPTION)
-  REVISED PARCEL 3 (SEE ATTACHED LEGAL DESCRIPTION)

NEDERVELD
www.nederveld.com • 800.222.1688
Grand Rapids
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
A Division of: Chicago, Columbus
Richard, Indianapolis, St. Louis

6/6/16
TC

RESOLUTION NO. _____

A RESOLUTION TO APPROVE THE BIKEWAYS PLAN AMENDMENT
TO THE CITY OF WYOMING LAND USE PLAN 2020

WHEREAS:

1. The Bikeways Plan is an important community planning tool to assist City officials with decisions related to the development of a viable non-motorized network with regional connectivity. The implementation of the Plan will provide increased mobility to certain populations, will improve air quality, supports transit, reduces congestion, provides cost savings to residents, enhances economic development, improves public health and provides quality of life benefits.
2. The City of Wyoming Thoroughfare Plan 2035 was incorporated into the Wyoming Land Use Plan 2020 in 2012. That Plan acknowledged the need for further consideration of the thoroughfare network to incorporate the needs of non-motorized users.
3. Federal and state funding for all transportation projects require consideration of non-motorized needs as an essential component.
4. The procedure for adopting the Bikeways Plan as an amendment to the City of Wyoming Land Use Plan 2020 is established by the Michigan Planning Enabling Public Act No 33 of 2008. On May 17, 2016 the Planning Commission approved the Bikeways Plan as an amendment to the Land Use Plan 2020. On May 16, 2016 the City Council also asserted the right to adopt the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming City Council does hereby approve the Bikeways Plan as an amendment to the City of Wyoming Land Use Plan 2020.

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 June 6, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Memo

Bikeways Plan

Resolution No. _____



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

May 26, 2016

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Consideration for adoption of the Bikeways Plan as an amendment to the City of Wyoming Land Use Plan 2020.

Recommendation: To adopt the subject Bikeways Plan.

Dear Ms. Vandenberg:

On May 17, 2016 the referenced Bikeways Plan was reviewed and adopted unanimously by the Planning Commission as an amendment to the Land Use Plan 2020. On May 16, 2016 the City Council also asserted their right to consider the proposed amendment. The following is provided as additional information:

In March 2012 the Land Use Plan 2020 was amended to incorporate the 2035 Thoroughfare Plan. That Plan recommended expanding the comprehensiveness, and inclusiveness, of the use of the City thoroughfares by initiating a planning process to identify the corridors that would best serve the non-motorized needs of the community. Subsequently, the Engineering Department contracted with Progressive AE to evaluate the City. This evaluation considered roadway capacities, traffic volumes and speeds, adjoining community non-motorized connectivity and regional network plans. Mechanisms at the City, Regional, State and Federal levels are in place to fund viable bikeway projects. The incorporation of the Bikeways Plan into the Land Use Plan 2020 provides a long range vision, commitment to the community, and establishes credibility to those funding sources. The 2015 on-street bike lane improvements to Porter Street and Division Avenue, and the recently completed bike path linkage across Division Avenue, are examples of implementation of the Bikeways Plan.

In accordance with State Law, the draft Bikeways Plan was reviewed by the Planning Commission on February 16, 2016 and referred to the City Council with a recommendation for distribution. Subsequently, on March 7, 2016, the City Council authorized the distribution of the Bikeways Plan to adjoining communities, utilities and area transportation and planning agencies. No modifications to the Bikeways Plan were proposed by any of those contacted.

Conformance with the City of Wyoming sustainability principals:

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

The development of a viable bikeway network will provide increased mobility to certain populations, will improve air quality, supports transit, reduces street congestion, provides cost savings to residents, enhances economic development, improves public health and provides quality of life benefits. The Bikeways Plan complies with the City of Wyoming sustainability principals.

The appropriate resolution for the City Council to adopt the Bikeways Plan into the City of Wyoming Land Use Plan 2020 is attached.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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



Wyoming Bikeways Plan Update

City of Wyoming

November 2015

progressive|ae

Progressive AE
1811 4 Mile Rd NE
Grand Rapids, MI 49525

Table of Contents

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Introduction/Project Process

In communities across Michigan and the nation, there is a growing need and responsibility to provide options that give people the opportunity to walk or bicycle to more places and to feel safe while doing so. The benefits of non-motorized transportation, whether for utilitarian or recreational purposes, can be defined in terms of improved environmental and personal health, reduced traffic congestion, and enhanced quality of life.



To that end the City of Wyoming wished to review the current bikeway system and develop an updated version of the city's bikeways plan map to recognize the additions to the system over the past few years and the ever-changing demands and expectations of the biking community, both within the city and in neighboring communities. The primary focus of this technical summary is to help confirm past targets for bikeways system improvements and identify new opportunities to provide connections to key points of interest and generally expand the bikeways system to meet long term non-motorized goals.

Purpose of the Update Plan

The plan is intended to help guide bikeways facility planning, design, and construction for the City of Wyoming. The plan is also intended to serve as a foundation for future grant applications and funding requests. While the focus of this plan is on infrastructure improvements, education and enforcement should also be considered as important elements of a comprehensive approach to bikeways and non-motorized transportation planning.

Plan Summary Content

This technical plan summary includes the following elements:

- A review of current and past documents and initiatives related to bikeways transportation planning;
- An analysis of the existing system's condition;
- The identification of current and future connectivity needs;
- The description of design guidelines for on-road and off-road bikeways facilities;
- The identification of corridors and routes that present bikeways opportunities, including street conversions from four to three lanes; and
- Recommendations for facility improvements and treatment.

Project Process

At the outset of the update process the bikeways consultant met with city staff to collect and review the existing bikeways system data, review the project schedule, and begin to identify issues and opportunities as they related to the potential system connections and additions or revisions. During this initial period other information was collected and reviewed including Wyoming corridor traffic data, bikeways and recreational plans for adjacent communities, and the latest bikeways and complete streets information to provide a foundation for this plan update effort.

Utilizing the existing base information, a complete bikeways system reconnaissance was completed within the city that provided a comprehensive review and verification of existing system conditions. Existing non-motorized transportation facilities and currently planned connections were checked to update their current applicability. After subsequent analysis and review a draft updated bikeways system map illustrating the various existing and recommended new bikeways system improvements were created.

As part of the system improvement analysis and recommendations, the bikeway consultant analyzed several corridor sections for their potential viability for four-to-three lane conversion. The results of that task identified several streets that would make good candidates for such a conversion, thereby providing space for bike lanes.

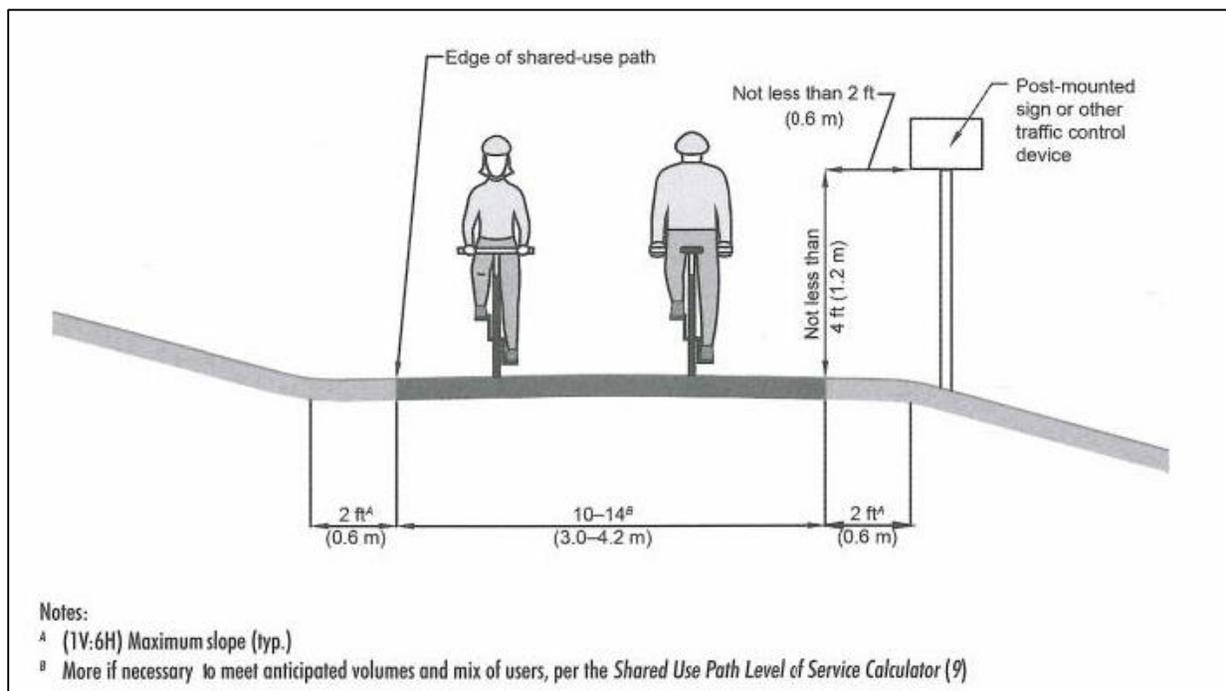
A draft of the bikeways system map was submitted to city staff for review and comment. After a meeting to discuss revisions, a final version of the plan was then developed that reflected the comments and concerns.

The following sections summarize the findings and recommendations drawn through this process.

Facility Types and Definitions

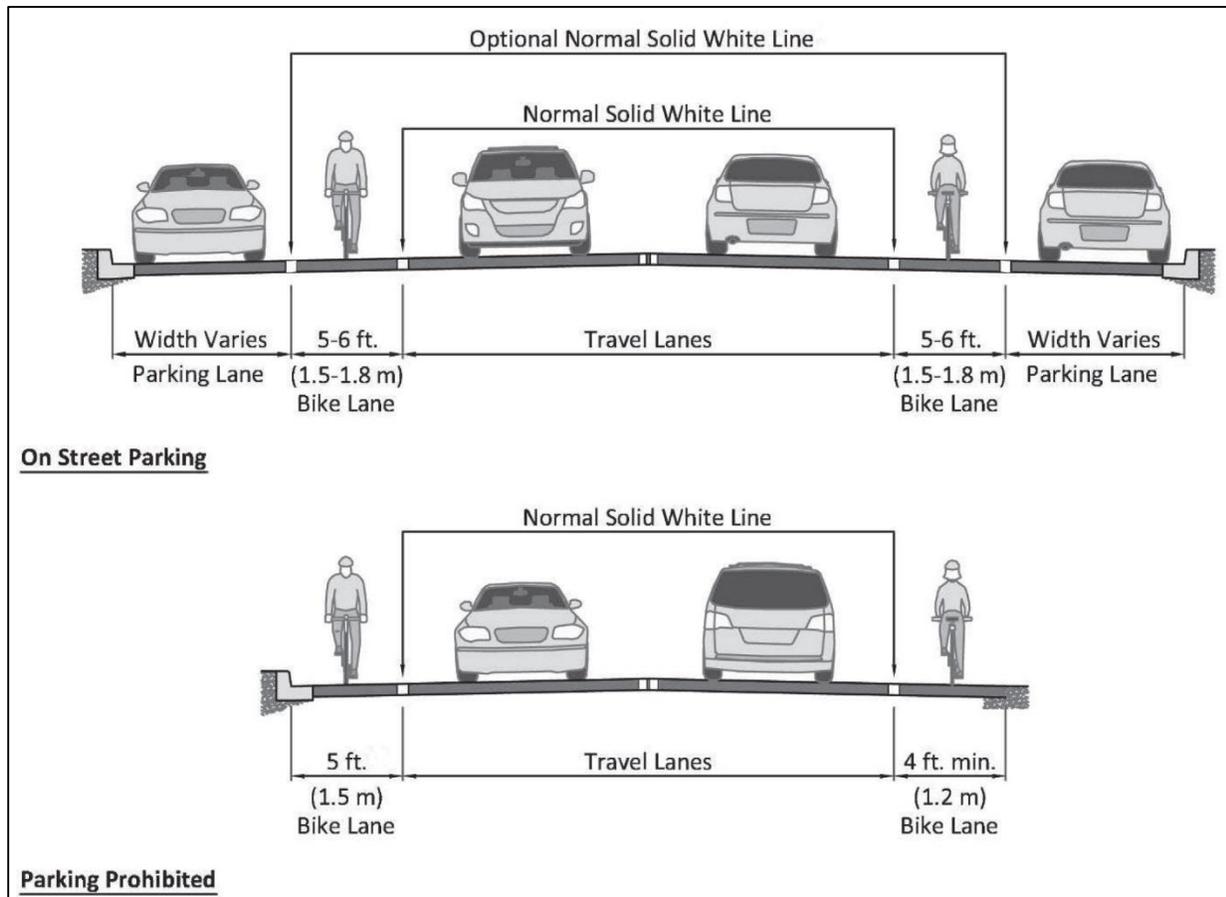
As a refresher on common terms used throughout this report, this section provides a brief summary of a couple of the bike facility types used or planned for in Wyoming. Bikeways facilities pertinent to the Wyoming Bikeways Plan are shared-use paths, paved shoulders and bicycle lanes, and off-street trails. For purposes of this study, the following AASHTO (American Association of State Highway and Transportation Officials) definitions or guidelines were utilized.

Shared-use Path: A bikeway physically separated from motor vehicle traffic by an open space or barrier and either within the highway right-of-way or within an independent right-of-way/easement. Shared-use paths may also be used by pedestrians, skaters, wheelchair users, joggers, and other non-motorized users. Most shared-use paths are designed for two-way travel.



(Source: Guide for the Development of Bicycle Facilities, 2012 Fourth Edition)

Bicycle Lane: A portion of roadway that has been designated for preferential or exclusive use by bicyclists by pavement marking and, if used, signs. It is intended for one-way travel, usually in the same direction as the adjacent traffic lane, unless designed as a contra-flow lane.



(Source: www.fhwa.dot.gov)

The types of cross-sections and bikeways facilities illustrated above are currently in use within the city and/or are planned. These may provide guidance in future development of regional and local shared-use paths, paved shoulders, and bike lanes.

Existing Bikeways Facilities

The City of Wyoming currently has a fairly extensive set of bikeway facilities that provide acceptable connectivity between many of the parks and other key locations within the city and to bikeways in adjacent communities. Substantial on-site reconnaissance of the existing system was completed, along with discussions with staff and past documents review, to confirm the location, type, and design of existing bikeways within the city. These generally fell into three categories; existing on-street facilities or routes, existing shared-use paths or “sidepaths”, and existing off-street trails.

There is a variety of each of these bikeways types within the city limits, with most of them deemed in one way or another as shared-use with the exception of on-street facilities. Existing, largely off-street, trails can be of a regional nature such as the Kent Trails path or more local facilities such as the trail currently providing a link between Byron Center Avenue and 52nd Street through the various parks/preserves. The most extensive of the existing facility types in Wyoming are the numerous shared-use paths that are located adjacent and parallel to city streets, particularly in the southern half of the city.



Though they may have met accepted standards for shared-use paths when they were constructed, many of these now fall short of currently accepted AASHTO standards. Only the shared-use paths along the east side of Clyde Park Avenue and the east side of a portion of Metro Way meet current standards and do not need to be upgraded in the future. There are other existing shared-use paths along Lee Street, Prairie Parkway, 52nd Street, Gezon Parkway, 56th Street, Ivanrest Avenue, Canal Avenue, and Kenowa Avenue that are deficient and are in need of upgrading.



There are only two existing on-street facilities that are sufficient per AASHTO standards—the first is on Porter Street, between Burlingame Avenue and Byron Center Avenue, which was completed in 2014. The second is on Division Avenue between 54th Street and 60th Street. Other on-street facilities will need to be upgraded, as they are critical for providing continued connectivity within Wyoming. Existing on-street facilities in need of upgrading are along portions of Lee Street; a network of streets between Prairie Parkway and 32nd Street; portions of Hillcroft, Buchanan and Coolidge; and a network of streets between 44th Street and Kelloggsville Park in the southeast part of the city.

There are some existing off-street trails within the city that meet current AASHTO standards and are worth noting. Within existing parks, there are trails in Pinery Park, Battjes Park, Hillcroft Park, Ideal Park, Charles Lemery Park, and Linus Palmer Park. Palmer Park is a Kent County Park. In addition, Kent Trails runs north-south through the west side of Wyoming, from Prairie Street on the north to the city limits on the south and the Fred Meijer M-6 Trail runs on both sides of Byron Center Avenue between Metro Way and M-6. There are other existing off-street trails within the city, however they are in need of upgrading; these include north-south segments in the southeast area of the city, between 36th Street and 44th Street and Kelloggsville Park and 60th Street.

All of these existing facility types may be seen on the Bikeways Map located later in this report.

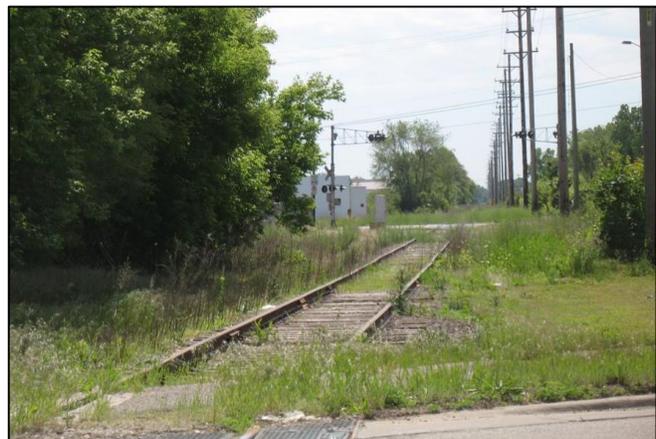
Connectivity Analysis

A connectivity analysis was performed to define where additional bike path or bike lane links are needed. In particular, the analysis considered existing key points within the City of Wyoming as well as connections to adjacent community and regional systems. The purpose of this was to determine where connectivity gaps exist between significant destinations within the city, as well as gaps in connections to existing or proposed bikeway facilities in adjacent communities. For the most part, many of the existing east-west bikeway connections currently provide connectivity within the city. The issue with most of these east-west bikeway facilities is that they are in need of upgrading.

Some of the biggest gaps in the existing system appear to be from north to south, as well as in the east part of the city. Cleveland/DeHoop/Michael, Burlingame Avenue, and Byron Center Avenue appear to have the greatest potential for improving north-south connectivity by linking Pinery, Battjes and Lamar Parks in the north part of the city to Linus Palmer Park and the M-6 Fred Meijer Trail in the south city. By default, the linkage along Cleveland/DeHoop/Michael would also connect to any future redevelopment in the 28 West subarea in the middle of Wyoming. 28 West is a long-term vision for 28th Street to become a sustainable, economically vibrant, walkable town center.



Connectivity gaps also occur in the eastern part of the city with minimal trail or path connections east of US-131. Potential opportunities east of US-131 include an abandoned railroad right-of-way, a portion of the Plaster Creek corridor, Roger B. Chaffee Memorial Boulevard, Buchanan Avenue, and 32nd Street.



On Wyoming's perimeter there are several planned bikeway facilities in Grand Rapids, Grandville, Georgetown Township, and Byron Township that provide opportunities for improved connectivity. To the west these are along Porter Street and 56th Street. To the northeast they are at Plaster Creek, Buchanan Avenue, Madison Avenue, Burton Street, and Hall Street.

More specific identification of bikeway facilities to be upgraded or new bikeway facilities to improve connectivity are addressed later in this report.

Street Conversion Analysis

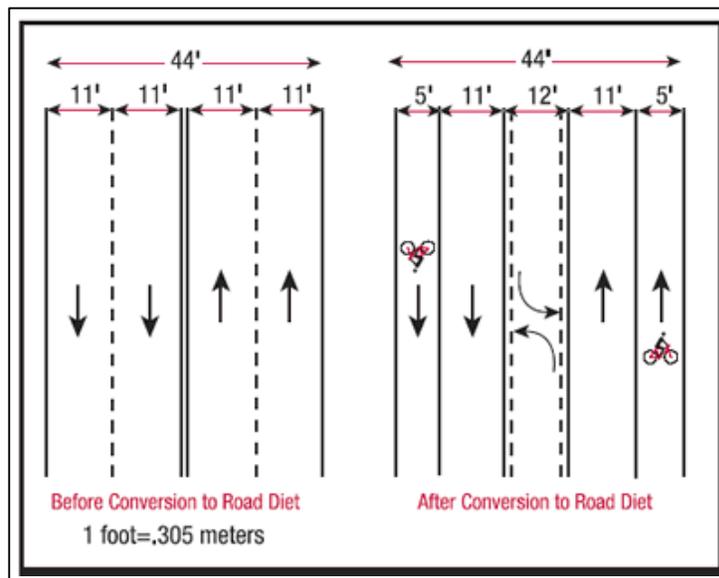
Complete Streets and Conversions/Lane Reductions

The underlying rationale for exploring the viability of converting applicable streets or street sections to three lanes are the City of Wyoming’s desire to:

- Pursue current complete streets ideals by making viable streets more functional for all users;
- Provide additional bike lanes and thereby bikeway linkages between key public and private destinations within the city;
- Provide those additional bike lanes relatively inexpensively without the need for widening/reconstruction of the street and utilities; and
- Provide a safer environment for pedestrians by offering cyclists an alternative to using the sidewalk, and a safer environment for cyclists by providing a designated pair of one-way lanes.

At the core of the potential street cross section conversion and ability to meet the above goals is the complete streets vision. To quote from a Federal Highway Administration (FHWA) publication Public Roads:

“... developing a transportation system primarily for motorized vehicular traffic has failed to meet the travel needs and preferences of large segments of the country’s population. Among the many factors influencing the planning, design, and operation of today’s streets are concerns about accommodating the needs of an aging population, improving public health and fitness, reducing dependence upon foreign oil, minimizing transportation costs, creating and maintaining vibrant neighborhoods, reducing the fossil fuel emissions that contribute to climate change, and adopting greener and more sustainable lifestyles. Ensuring that roads provide safe mobility for all travelers, not just motor vehicles, is at the heart of a new approach to envisioning and building surface transportation facilities known as “complete streets.””



Street cross section conversions, or “road diets,” are often seen as a key element of improving a street or corridor segment to help meet complete streets tenets if certain basic traffic volume characteristics are met. And they are also seen as a cost efficient way to provide additional bike facilities by making better use of a street’s current cross section. Such conversions are most often from four to three lanes, but have included five-to-three lane conversions if the street segment characteristics fit an appropriate profile.

Conversions/road diets/lane reductions can also offer numerous benefits to both drivers and pedestrians. On a four-lane street speeds can vary between lanes and drivers must slow or change lanes due to slower vehicles (e.g., vehicles stopped in the left lane waiting to make a left turn). In contrast, on streets with two through lanes plus a center turn-lane, drivers' speeds are limited by the speed of the lead vehicle in the through lanes, and through vehicles are separated from left-turning vehicles. Therefore, road diets may reduce vehicle speeds and vehicle interactions, and have been shown to reduce the number and severity of vehicle-to-vehicle crashes. Road diets can also help pedestrians by creating fewer lanes of traffic to cross and by reducing vehicle speeds. Independent before/after crash analysis studies have indicated that conversions typically result in crash reductions in the 20% range.

Conversion Candidate Street Identification

Traffic volumes are the key factor in determining whether one or more of the segments of a street in Wyoming would be a viable candidate for a conversion to three lanes. Federal and state guidelines, latter adopted in 2009, outline support for conversions to three lanes if the long term AADT (average annual daily traffic) projections are within/under a certain level of traffic per day. The desired maximum threshold is 15,000 vehicles per day, although a higher volume may be accepted if supported by additional applicable engineering analyses.

It is one thing to suggest that a street under current conditions would make a good candidate for a conversion, but any such decision should also take into account projected longer term traffic volumes. Given those base parameters, an analysis of existing and projected, 2035, traffic volumes was completed for



numerous streets and/or street segments within Wyoming that could provide an attractive addition to the bikeways system. The 2035 volumes used for this analysis were derived from the city's 2010 Thoroughfare Plan. Initially the candidates included the following major streets/segments that currently have four-lane cross sections:

- Burlingame Avenue
- 32nd Street, east of Division
- Buchanan Avenue
- Michael/DeHoop/Cleveland

Although all the streets, or portions thereof, initially appear to meet the “under 15,000” vehicle threshold, concerns regarding the potential for higher level of traffic and consistency of cross section came into play in regards to the first two of those streets, Burlingame Avenue and 32nd Street. The current daily volumes and 2035 projected daily volumes for the sections of the remaining two streets/corridors are as follows:

<u>Street/corridor</u>	<u>Boundaries</u>	<u>Current Daily Traffic</u>	<u>Projected 2035 Daily Traffic</u>
Buchanan Avenue	Wadsworth to 28th St	6,100 – 8,000	8,400 – 13,200
Michael/DeHoop/Cleveland	36th to Burton*	6,100 – 11,200	6,500 – 12,900

* Not including section from 28th Street to Prairie Pkwy.

When compared to the maximum desired threshold (maximum) per guidelines of 15,000 vehicles, it appears that all three of these streets or street sections in question would easily meet, or be under, that key parameter even in the long term. Further, it should be noted that the 2035 projections from the 2010 Thoroughfare Plan now appear to be very conservative, high, when compared to actual growth over the past few years and more recent statewide projections indicate, so the volumes shown in the last column are likely higher than what will actually occur.



The conversions of these streets to provide bike lanes, particularly the Michael-to-Cleveland conversion, will help provide key bikeway linkages between several destinations within town. When combined with additional bike route designations along Milan and other streets to the south, the Michael/DeHoop/Cleveland bike lanes alone will provide a direct north-south connection between Pinery Park, City Hall, 28th Street commercial, the Wyoming Public Library, Oriole Park, and Palmer Park for city residents.

Upgraded and Proposed Bikeway Facilities

Even with the past sound efforts to develop bikeways within the city there is a growing expectation from residents and outside sources to provide a more extensive system of non-motorized alternatives. Such a system will not only provide connectivity between existing parks, green spaces and commercial destinations within the City of Wyoming, but provide connectivity to the adjacent communities of Grand Rapids, Grandville, Kentwood, Byron Township and Georgetown Township. The following paragraphs describe existing bikeway facilities to be upgraded, as well as proposed facilities.

There are several existing on-street facilities identified to be upgraded. These will be critical for providing continued connectivity within Wyoming. These existing on-street facilities to be upgraded are along two portions of Lee Street; a network of streets between Prairie Parkway and 32nd Street; portions of Hillcroft, Buchanan, and Coolidge; and a network of streets between 44th Street and Kellogsville Park in the southeast part of the city.



Numerous proposed on-street facilities are part of the future plan, as well. Most of these are proposed in the north half of the city. Most notable are proposed on-street facilities along Porter Street, Cleveland/DeHoop/Michael, Roger B. Chaffee Memorial Boulevard, Buchanan Avenue, 32nd Street, and along Lee, Godfrey, and several smaller streets in the north part of the city. In addition, on-street facilities are proposed on Clay Avenue from 36th Street to its south terminus.



In several locations there are shared-use paths that already exist, however, they do not meet current AASHTO standards. As a result, existing shared-use paths along Lee Street, Prairie Parkway, 52nd Street, Gezon Parkway, 56th Street, Ivanrest Avenue, Canal Avenue, and Kenowa Avenue are all identified as existing shared-use paths to be upgraded. New



shared-use paths are proposed on Byron Center Avenue, between Porter Street and Prairie Parkway; on Burlingame, between Lee Street and 64th Street; on Wilson, between the Grandville city limits and 64th Street; on Clyde Park, between 44th Street and 60th Street; on 36th Street, between Clay Avenue and Buchanan Avenue; and on Buchanan Avenue, between the Grand Rapids city limit south to 28th Street.

There are key segments of existing off-street trails to be upgraded. Notable among these are north-south segments in the southeast city, between 36th and 44th Streets and Kelloggsville Park and 60th Street. Proposed off-street trails will also provide key linkages south of Battjes Park in the north part of the city; utilizing abandoned railroad alignment from southeast of the 36th Street/Eastern Avenue intersection to and along the Plaster Creek; short trail segments within Gezon Park and George Tilma Nature Preserve; connecting Kent Trails to Charles Lemery Park; and short segments in the south city.

The upgraded and proposed bikeway facilities discussed above may be seen on the following Bikeways Map.

Legend

- EXTERNAL SYSTEM CONNECTION POINT

ON - STREET FACILITY ROUTES

- EXISTING ON-STREET FACILITY/ROUTE
- EXISTING ON-STREET FACILITY/ROUTE TO BE UPGRADED
- - - PROPOSED ON-STREET FACILITY (LANE, SHARROWS, ETC)

SHARED USE/SIDE PATHS

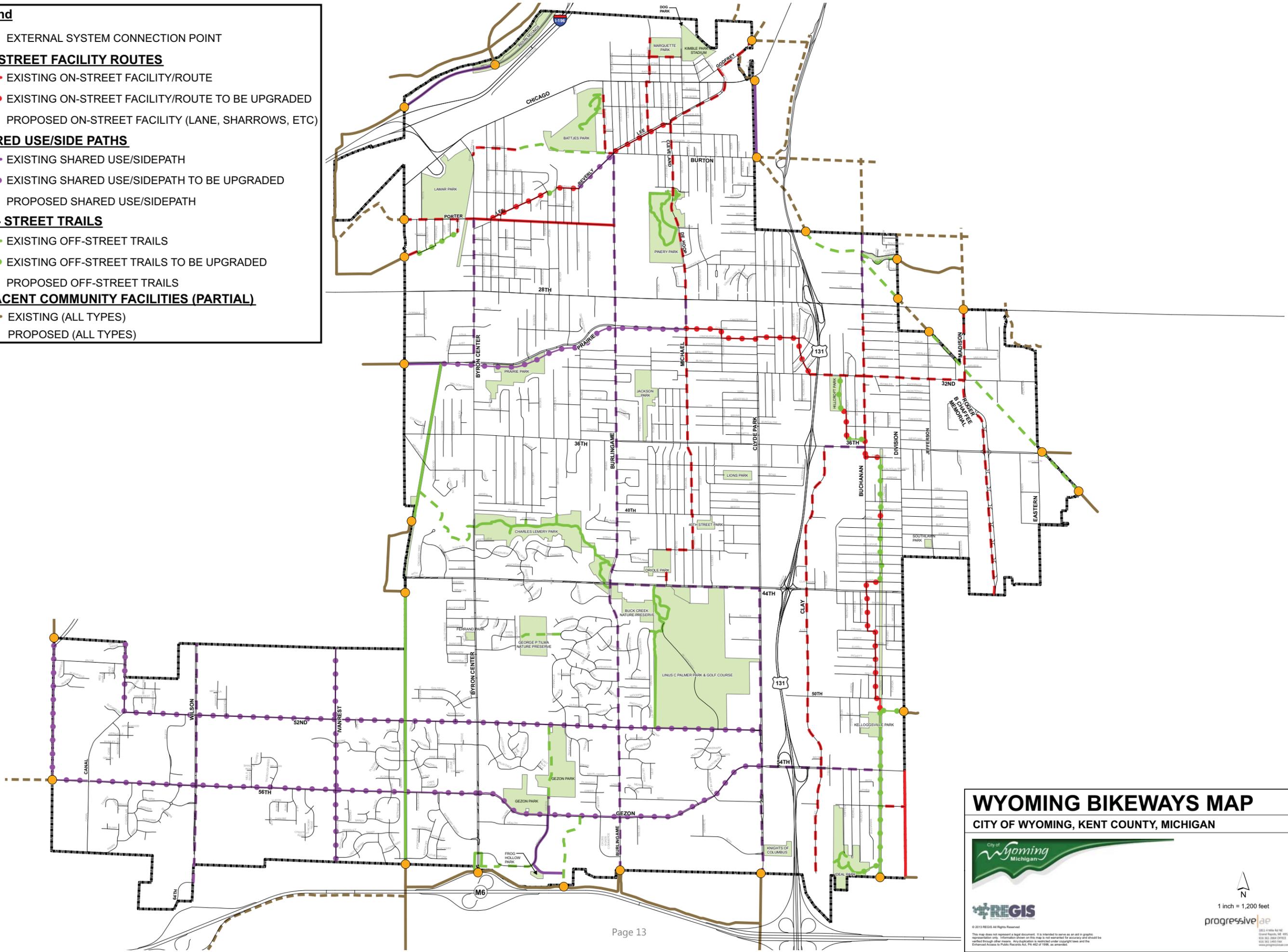
- EXISTING SHARED USE/SIDEPATH
- EXISTING SHARED USE/SIDEPATH TO BE UPGRADED
- - - PROPOSED SHARED USE/SIDEPATH

OFF - STREET TRAILS

- EXISTING OFF-STREET TRAILS
- EXISTING OFF-STREET TRAILS TO BE UPGRADED
- - - PROPOSED OFF-STREET TRAILS

ADJACENT COMMUNITY FACILITIES (PARTIAL)

- EXISTING (ALL TYPES)
- - - PROPOSED (ALL TYPES)



WYOMING BIKEWAYS MAP
CITY OF WYOMING, KENT COUNTY, MICHIGAN

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This map does not represent a legal document. It is intended to serve as an aid in graphic representation only. Information shown on this map is not warranted for accuracy and should be verified through other means. Any duplication is restricted under copyright laws and the Electronic Access to Public Records Act, PA 402 of 1996, as amended.

1 inch = 1,200 feet

progressive **ae**

3213 4 Mile Rd NE
Grand Rapids, MI 49503
616.362.3344 (VOICE)
616.362.3343 (TDD)
www.progressiveae.com

Funding Sources

There are numerous funding sources that can be used to develop bikeway facilities in the City of Wyoming. These include a combination of local, state, and federal funds. On the local level, municipalities have general funds or may have special recreation millages. Communities such as Ada Township and the City of Grand Rapids have successfully passed special recreation millages. To complement this, the following state and federal programs also offer the potential for funding of projects.

Transportation Alternatives

A frequently used federal program for non-motorized facility funding is the Transportation Alternates program. All government entities that receive fuel tax revenues are eligible for these funds. In July 2012, Congress passed a new transportation bill titled *Moving Ahead for Progress in the 21st Century* (MAP-21). Previously separate programs, such as Safe Routes to School, were combined to form a new program called *Transportation Alternatives*.

Safe Routes to School activities are eligible for funding under Transportation Alternatives. This can include construction of new bike lanes, paths, and sidewalks as a safe means of getting students to and from local schools. Safe Routes educational and promotional campaigns in elementary and middle schools can also be funded through this program.

Michigan Natural Resources Trust Fund

The Michigan Natural Resources Trust Fund (MNRTF) provides grants to local units of the government and the state for acquisition and development of lands and facilities for outdoor recreation or the protection of Michigan's significant natural resources. Trails are currently priority projects for MNRTF, however, only for off-road trails or trails separated from a community's road network. The MNRTF is administered by the Michigan Department of Natural Resources (MDNR) and requires applicant communities to have a 5-year recreation plan on file with the MDNR identifying projects they wish to receive funding for and justified as being a high priority within their community. The community must provide a minimum 25% match of the total project cost.

Recreation Passport Grant Program

MDNR also administers the Recreation Passport Grant Program. Eligible entities for this program include local units of government including cities, villages, townships, and counties, or any combination thereof in which an authority is legally established to provide public recreation, or the Huron-Clinton Metropolitan Authority or regional recreation authorities formed under the Recreational Authorities Act, 2000 PA 321, or trailway commissions formed under Part 721, Michigan Trailways Act, 1994 PA 451, as amended. As with MNRTF, the community must provide a minimum 25% match of the total project cost.

Land and Water Conservation Fund

Administered through MDNR, eligibility for the Land and Water Conservation Fund includes any local unit of government, including Native American tribes, school districts, or any combination of units in which authority is legally constituted to provide recreation. Local units of government, school districts, and local authorities must have a DNR-approved community recreation plan to be eligible. The community must provide a minimum 50% match of the total project cost.

Recreational Trails Program Grants

Overseen by MDNR, the objective of this program is to fund the maintenance and development of recreational trails and trail related facilities. To be eligible for this program, it must be a state project or state/local government partnership projects. A division within the MDNR must always be the applicant. Funding comes from the Federal Department of Transportation-Highway Administration, a portion of the federal gas tax.

Congestion Mitigation and Air Quality Improvement Program

Congestion Mitigation and Air Quality Improvement (CMAQ) program is jointly administered by FHWA and the Federal Transit Administration (FTA). Funding is available for both "nonattainment areas" that do not meet federal air quality standards as well as "maintenance areas," former nonattainment areas that are now in compliance with air quality standards. CMAQ provides more than \$2 billion a year to state Departments of Transportation, metropolitan planning organizations (MPOs), and transit agencies for projects that improve air quality. This includes improvements to pedestrian and non-recreational bicycle transportation infrastructure that contribute to a reduction in travel by single-occupant vehicles. Relatively few non-motorized projects are funded by CMAQ, however.

Community Development Block Grants

Community Development Block Grants (CDBG) are provided annually on a formula basis to local governments and states for a wide range of community planning initiatives, CDBG funds are intended for activities that benefit low and moderate income persons, prevent or eliminate slums or blight, and address urgent community development needs. In the past, CDBG funds have occasionally been used for trail construction.

Alternative Funding Sources

Beyond local, state, and federal funding, there are conceivably other resources available to assist with the planning and development of non-motorized facilities. Local, statewide, and national foundations or other non-profit organizations may provide funding specifically for non-motorized related activities. Each foundation and non-profit organization has particular requirements and procedures that must be followed to acquire their funding or services.

Conclusion

There are numerous opportunities for the City of Wyoming to create a more meaningful network of bikeway facilities. These will create greater connectivity both within the City of Wyoming, and with the adjacent communities of Grand Rapids, Grandville, Kentwood, Georgetown Township, and Byron Township. These opportunities range from upgrading existing facilities to currently accepted ASHHTO standards to the creation of new facilities. This applies to all of the identified facilities of on-street routes, shared-use/side paths and off-street trails. The goal of this study has been to provide the framework plan to guide the development of this network. The next step is for the City of Wyoming to determine which facilities have the highest priority and will deliver the best return on investment. It would appear that the proposed on-street facility for Cleveland/DeHoop/Michael would be the most impactful linkage. This would provide connectivity to several parks, as well as the 28 West redevelopment in the middle of the city. There are available funding sources, depending on the bikeway facility to be upgraded or developed. The city will also need to determine which sources are best to pursue, as well as the source for any matching funds that may be needed. The table is set to take bikeway facilities in the City of Wyoming to the next level of development, providing more alternative modes of transportation modes within the City.



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE KENT COUNTY
ESSENTIAL NEEDS TASK FORCE (ENTF) GOVERNANCE MEMORANDUM
OF UNDERSTANDING (MOU)

WHEREAS:

1. The ENTF is a collective effort of governmental agencies, non-profits, faith-based organizations, funders, and community volunteers which seek to enhance the structure of services, and develop and support a sustainability model for the emergency response network providing essential basics for living (heating, food, shelter, etc.) to residents throughout Kent County.
2. As a federal entitlement community, the City of Wyoming is actively taking steps to address the needs of persons who are homeless in part through representation on the Steering Committee of the Greater Grand Rapids Coalition to End Homelessness, a subcommittee of the ENTF which also functions as the metropolitan Continuum of Care.
3. 2016-2017 City of Wyoming budget provides for the award of \$10,000 of Community Development Block Grant (CDBG) funding in direct support of this work qualifying the City to be a member of the ENTF Governance Committee.
4. The MOU as attached identifies the responsibilities within the ENTF and its subcommittees, seeking a structure that fosters transparency and recognizes roles and purpose.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby authorize the City Manager to sign the Kent County Essential Needs Task Force Governance 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 June 6, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Memorandum of Understanding

Resolution No. _____

STAFF REPORT

Date: May 17, 2016

Subject: Kent County Essential Needs Task Force (ENTF) Governance Memorandum of Understanding (MOU) Renewal

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: June 6, 2016

Recommendation:

Staff recommends the City Council authorize the City Manager to sign the ENTF Governance MOU Renewal.

Sustainability Criteria:

Social Equity – The ENTF is a collective effort of governmental agencies, non-profits, faith-based organizations, funders, and community volunteers which seek to enhance the structure of services, and develop and support a sustainability model for the emergency response network providing essential basics for living (heating, food, shelter, etc.) to residents throughout Kent County.

Environmental Quality – The ENTF works toward ensuring residents live stable lives while building a stronger, more clearly defined support system that reduces poverty by working to assure essential needs of the community's most vulnerable citizens. Work groups include: Food & Nutrition, Coalition to End Homelessness (aka HUD Continuum of Care), Energy Efficiency, Transportation, and Economic & Workforce Development.

Economic Strength – The ENTF fosters community conversations, advocates, seeks, manages and coordinates grants and other resources to align programs and services throughout the county; works to allow service organizations and residents to achieve their full potential and economic self-sufficiency.

Discussion:

The Community Services Department works to improve services to Wyoming's citizens by ascertaining critical areas in which Wyoming by its population size and growing urban character benefit through expanded involvement in Grand Rapids metropolitan discussions, to educate and redefine Wyoming's image, and work to obtain private investment, government funding, or social services for our residents.

Wyoming's active participation as a Steering Committee member of the Grand Rapids Area Coalition to End Homelessness, a committee of the Kent County Essential Needs Task Force, in the education of service demand and evaluation of needs and services related to persons and families who are homeless or at the risk of homelessness within the Wyoming is an example of this work. The City began in FY 2014, and continues to this day, to award \$10,000 of Community Development Block Grant (CDBG) funding in direct support of this work.

As a funder of the ENTF workgroup/committee, the City of Wyoming is a standing member of the ENTF Governance Committee. The ENTF was initially established in 1982. An MOU has

been executed to clearly identify the roles and responsibilities of membership to the ENTF.

New this year is a change to SECTION V: DURATION, which provides for the MOU to be automatically renewed for successive one (1) year terms, unless a party delivers written notice of non-renewal to the Governance Committee not less than sixty (60) days before the expiration of the then current term. A party may revoke the agreement at any time for non-performance, subject to conditions. For example, the City could elect to discontinue funding. If we do, then we automatically terminate from holding a designated seat.

Budget Impact: Established annually by recommendation of the CDBG Committee and as approved by the Wyoming City Council.

Kent County Essential Needs Task Force
*Kent County's Public, Private and Faith-Based
Organizations,
Working Together to Address Our Citizen's Basic Needs*
www.accessKent.com/ENTF



**MEMORANDUM OF UNDERSTANDING
AMONG
COUNTY OF KENT,
CITY OF GRAND RAPIDS,
CITY OF WYOMING,
HEART OF WEST MICHIGAN UNITED WAY,
KENT COUNTY DEPARTMENT OF HUMAN SERVICES,
AREA COMMUNITY SERVICES, EMPLOYMENT, AND TRAINING
AND
THE SALVATION ARMY**

This Memorandum of Understanding (hereinafter called MOU) sets forth the terms and understanding between County of Kent (hereinafter called the County), City of Grand Rapids, City of Wyoming, Heart of West Michigan United Way (hereinafter called United Way), Kent County Department of Human Services (hereinafter called DHS), Area Community Services, Employment, and Training (ACSET), and The Salvation Army regarding activities related to assuring necessary legitimacy, structure and sustainability for a more effective Essential Needs Task Force (hereinafter called the ENTF or Task Force) operating as the **Kent County Essential Needs Task Force Governance Committee** (hereinafter called the Governance Committee or Governance) through the Kent County ENTF community advisory board (hereinafter called the Coordinating Committee) and Task Force Subcommittee collaboratives via their chairs and key ENTF supporters (hereinafter called Subcommittees or Leadership Committee).

SECTION I: VISION, MISSION, GOAL AND INDICATORS

Vision: To create a community in which every Kent County resident has access to resources that meet essential needs.

Mission: To work to eliminate poverty while maintaining an effective essential needs response system, as has been done since 1982.

Goal: To regularly assess and adjust essential needs response infrastructure, assuring that the Kent County ENTF member collaboratives communicate and coordinate as effectively as possible while helping all Kent County residents in need move out of poverty and into stable households.

Indicators: The Governance Committee will establish, with ENTF Subcommittees, indicators that show Task Force goal achievement in coordination with other, appropriate, Kent County human services systems initiatives.

SECTION II: MEMBERSHIP

Governance Membership: Members of the redesign work group, now including Kent County, Cities of Grand Rapids and Wyoming, Heart of West Michigan United Way, Kent DHS, The Salvation Army and ACSET, have agreed to continue working together as the ENTF Governance Committee. These organizations have been ongoing, key Task Force funding support sources and are closely involved in community essential service delivery issues, as described here.

- Area Community Services, Employment, and Training (ACSET) – Serves as Kent County's employment and poverty reduction conduit for federal and state Workforce Development and Community Service Block grant funding. Provides cash and in-kind resources to ENTF Energy Efficiency and Economic & Workforce Development Subcommittees via Subcommittee leadership, in-kind operations support, fiduciary services and project funding grants. Is a key Kent County essential services advocacy agent at State and Federal levels.
- City of Grand Rapids – Serves as a designated conduit for state/federal housing funds. Kent County's major urban population center influencing federal and state policy and legitimacy support. Housing Coalition operations funder. Local essential service governmental policy development leader.
- City of Wyoming – Major metropolitan municipality experiencing essential needs demand and service delivery evolution; serves as a municipal leader for program and policy development with the City of Grand Rapids and Kent County. Provides HUD funding. Is a major governmental leader in Kent County for essential service provider development focusing on suburban transition issues.
- Heart of West Michigan United Way – Provides regular designated essential service funding and in-kind ENTF operations support. Maintains lead community-based income/financial stability community resource leadership. Kent County non-profit organization focusing on education, income, and health state/federal issues. Operates 2-1-1 Information/Referral and Data Base for community, including dissemination of quarterly Unmet Needs Report on range of essential human needs in the county. Designated as the ENTF and Coalition to End Homelessness Supporting Organization.
- Kent County – Appropriates Current Unmet Needs / Discretionary Funds and other essential services related funding. Is the designated conduit for non-city state/federal housing funds. Provides Kent County wide Task Force legitimacy via Board of Commissioners. Assigned overall responsibility for essential services provision by Michigan law.
- Kent County Department of Human Services – The largest County and State essential service categorical funding and in-kind support provider for ENTF related operations. Founder of ENTF and strong additional source of legitimacy and resources through Kent County Board of Social Services to the Board of Commissioners.

- The Salvation Army – National philanthropic, federal and state recognized non-profit legitimizing essential services systems development. Key Kent County non-profit advocacy agent in state/federal essential service issues. Historically, Kent County's Coalition to End Homelessness non-profit service provider leader.

Governance Committee members' current, specific contributions to ENTf operations are identified in statements of support to ENTf operations, as defined in Section IV. Joint Review, of this MOU.

From time to time, the Governance Committee may identify and invite for membership additional members to enhance ENTf opportunities for success. New members will be expected to agree to this Memorandum of Understanding on behalf of their organization and commit to annual cash or in-kind support expected with membership. Such members will be added by majority vote of existing membership at any given time, at a regularly scheduled meeting.

Should the Governance Committee identify a member not fulfilling its supporting role with the ENTf, after appropriate deliberation, the member may be removed by a majority vote of the Committee at a regularly scheduled meeting.

SECTION III: ENTf SUPPORTING ORGANIZATION: FIDUCIARY / EMPLOYER OF RECORD

The Governance Committee recognizes that more effective achievement of its goals will be accomplished with formal management support of ENTf operations. To that end, after assessment of best combination of willingness and strategic appropriateness to provide Supporting Organization services, the Governance Committee will invite that organization to provide Supporting Organization services. This MOU serves as Governance member formal recognition of the ENTf Supporting Organization. The following will serve as the basis for the relationship between the Governance Committee and the Supporting Organization:

- For the fiscal year beginning July 1, 2013, Heart of West Michigan United Way has agreed to act as Supporting Organization and has full support of the Governance members.
- Via this MOU, United Way agrees to support the ENTf by:

Acting as *Fiduciary* for ENTf by:

- Providing "back office" functions for ENTf, including but not limited to
 - Accounting services: Manage finances (revenues and expenses) for ENTf separately in an accounting system following generally accepted accounting principles
 - Processing ENTf invoices and bills approved and submitted by ENTf Director (or organizational designee)
 - Providing ENTf financial statements as requested by ENTf Governance Committee, at least quarterly
- Providing administrative services including:

- Receiving and disbursing funds, as Payee, on behalf of ENTF ensuring funds are spent in accordance with specific purpose and budget (*this includes documenting all purchases that will remain the sole property of the ENTF*)
- Fulfilling all fiduciary responsibilities specified in grant contracts and agreements with government and private entity funding sources for ENTF, including Housing CoC / Coalition to End Homelessness.
- Serves as legal signatory on contracts, grants, and other legal agreements in which ENTF is party.

Acting as *Employer of Record* by:

- Providing, in consultation with the Governance Committee, ENTF Staff Supervision services, using the following as general parameters:
 - Providing ENTF staff with compensation and benefits per HWMUW policies.
 - Ensure that ENTF staff and operations will be conducted from and within HWMUW. The ENTF Director is accountable to ENTF Governance Committee for performance of duties, while United Way's President (or alternate designated supervisor) serves as day-to-day supervisor under United Way's personnel policies. Written review of the ENTF Director's performance (no less than annually) will be completed jointly by HWMUW's President (or designated supervisor) and the Chair of the ENTF Governance Committee.
 - The ENTF Director is responsible for supervision of all dedicated ENTF staff and/or contract personnel, following United Way operations policy. Performance reviews of staff will be completed (no less than annually) by the ENTF Director in coordination with the Governance Committee and HCoC Steering Council representative (serving as HCoC decision making body).
- Ensure effective ENTF work flow by oversight of ENTF staff, in consultation with the Governance Committee.

SECTION IV: JOINT REVIEW

The Governance Committee will review this MOU on an annual basis and reconfirm its effectiveness or make revisions to best meet the current needs and support the goals of the Essential Needs Task Force.

SECTION V: DURATION

This MOU shall begin May 1, 2016 and end on June 30, 2017, at which time said contract shall be automatically renewed for successive one (1) year terms, unless a party delivers written notice of non-renewal to the Governance Committee not less than sixty (60) days before the

expiration of the then current term. A party may revoke this agreement at any time for non-performance, subject to other conditions as listed herein.

SECTION VI: INDEMNIFICATION

Each party to this MOU shall be responsible for any liability arising from its own conduct. No party agrees to waive, defend or indemnify any other.

SECTION VII: ENTIRE AGREEMENT

This MOU represents the entire agreement among the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

SECTION VIII: MODIFICATION

Any modification of this MOU or additional obligation assumed by any partner in connection with this MOU shall be binding only if evidenced in writing and signed by all parties or their authorized representative.

SECTION IX: GOVERNMENTAL IMMUNITY

No party waives its governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this MOU.

SECTION X: ABSENCE OF WAIVER

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

SECTION XI: ASSIGNMENT OF RIGHTS

The rights and obligations of all parties under this MOU are personal to those parties and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior written consent of the other parties.

SECTION XII: CONFLICT OF INTEREST

As any potential conflict is identified, affected Governance Committee members will recuse themselves from decision making as agreed to by Committee consensus.

SECTION XIII: APPROVAL

We, the undersigned have read and agree with this MOU.

By: _____ Date _____
Add Signer's Name
County of Kent / *Title*

By: _____ Date _____
Add Signer's Name
City of Grand Rapids / *Title*

By: _____ Date _____
Add Signer's Name
City of Wyoming / *Title*

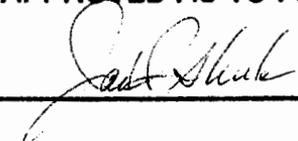
By: _____ Date _____
Add Signer's Name
Heart of West Michigan United Way / *Title*

By: _____ Date _____
Add Signer's Name
Kent Department of Human Services / *Title*

By: _____ Date _____
Add Signer's Name
ACSET / *Title*

By: _____ Date _____
Add Signer's Name
The Salvation Army / *Title*

APPROVED AS TO FORM:





Kent County Essential Needs Task Force

The Kent County Essential Needs Task Force (ENTF) was formed in 1982 as a response to the struggles facing Kent County residents in meeting their basic needs. The committees of the ENTF are an evolving reflection of those basic needs that the community has deemed essential to the success of its citizens. Those committees, as they exist today, are: *Grand Rapids Area Coalition to End Homelessness, Energy Efficiency, Food and Nutrition Coalition, Economic and Workforce Development, and Transportation*. Each of these committees works to ensure that the vision, mission, and goals of the ENTF are being carried out through their efforts.

Vision

All Kent County residents have access to resources to meet their basic needs

Mission

Working together to address our citizens' basic needs

Purpose

1. Assess the basic needs of the community
2. Set outcome goals and measures
3. Coordinate and integrate service delivery
4. Advocate for policy advancement
5. Leverage dollars
6. Publish data



KENT COUNTY ENT SUCCESS MEASURES

ENTF Vision: All Kent County residents have access to resources to meet their basic needs

ENTF Mission: Working together to address our citizens' basic needs

Transportation:

Goal: All Kent County residents have access to multiple transportation choices

Success Measures: All Kent County residents will have access to transportation options other than their personal vehicle.

Food/Nutrition:

Goal: All Kent County residents are food secure and have access to food that is nutritionally diverse

Success Measure: All residents in urban areas live within .5 walking distance or 2 miles driving distance of a retail market and all residents in rural areas live within 10 miles of a retail market where produce can be purchased

Success Measure: All Kent County residents rate themselves food secure

Economic and Workforce Development:

Goal: All Kent County residents who seek employment will have opportunities at a sustainable level with pathways to economic stability

Success Measure: All areas of Kent County residents will have high rates of employment and workers will earn a sustaining wage

Energy Efficiency:

Goal: All Kent County residents have adequate utility service

Success Measure: Kent County residents will have uninterrupted utility service

Coalition to End Homelessness:

Goal: All Kent County residents have stable-affordable housing

Success Measure: Reduce the number of households experiencing homelessness

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
WITH WYOMING PUBLIC SCHOOLS (Cohorts G, H, I-1, and I-2)

WHEREAS:

1. The City desires to partner with Wyoming Public Schools to provide after-school programming for community youth.
2. It is recommended City Council authorize the Mayor and City Clerk to enter into agreements with Wyoming Public Schools from July 1, 2016 through June 30, 2017, to provide after-school programming at Kelloggsville Middle, Lee Middle, and Godwin Middle (Cohort G), Wyoming Junior High and Wyoming Intermediate (Cohort H), Parkview Elementary, Oriole Park Elementary, North Godwin Elementary, Lee Early Childhood Center, and West Kelloggsville Elementary (Cohort I-1), West Elementary, Gladiola Elementary, West Godwin Elementary, Godfrey Elementary, and Southeast Kelloggsville Elementary (Cohort I-2).
3. All 21st Century Community Learning Center Grants (received by Wyoming Public Schools) cover all direct costs to the City with no matching funds required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into Cooperative 21st Century Community Learning Center agreements with Wyoming Public Schools, Cohorts G, H, I-1, I-2, for the period of July 1, 2016 through June 30, 2017 to provide after-school programming.

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 June 6, 2016.

ATTACHMENTS:
Agreements

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 24, 2016

Subject: Wyoming Public Schools 21st Century Learning Center Grant (Cohort G, H, I-1, I-2)

From: Rebecca Rynbrandt, Director of Community Services

Cc: Eric Tomkins, Recreation Supervisor
Dr. Tom Reeder, Superintendent, Wyoming Public Schools

Meeting Date: June 6, 2016

RECOMMENDATION:

It is recommended that the City Council approve agreements (4) with the Wyoming Public School District allowing for the partnership of implementing and managing the T.E.A.M. 21 after-school program within Wyoming Public Schools, Godfrey Lee Public Schools, Godwin Heights Public Schools, and Kelloggsville Public Schools districts.

SUSTAINABILITY CRITERIA:

Environmental Quality – T.E.A.M. 21 provides a safe, structured and nurturing environment for participating youth.

Social Equity – T.E.A.M. 21 is an opportunity for students determined to be at the highest risk academically, to learn positive life-enhancing academic, physical activity and positive socialization skills during out-of-school time.

Economic Strength – Developing a higher percentage of students who can perform well academically and demonstrate better physical fitness and socialization abilities, allows for school districts to meet the required state and federal standards related to education. This not only leads to more students being able to pursue higher education opportunities, but it also is well documented that strong school districts are important to the economic viability of a community.

DISCUSSION:

Multiple grants fund the T.E.A.M 21 program and are authorized within five year funding cycles. While a collaborative program between multiple school districts and the City of Wyoming, the Wyoming Public School District is the grant awardee of record with the State of Michigan and acts as the fiduciary for fund distribution across all partners.

For the purpose of audit and grant records, individual agreements are required for each Cohort (grant) agreement. The following illustrates the number of years a grant for a particular Cohort has been awarded beginning July 1, 2016, followed by the schools and district impacted:

<u>Cohort Grant</u>	<u>Years</u>	<u>Locations</u>
G	5	Wyoming Junior High School (Wyoming) Wyoming Intermediate School (Wyoming)
H	4	Lee Middle School (Godfrey-Lee) Godwin Middle School (Godwin Heights) Kelloggsville Middle School (Kelloggsville)
I-1	3	Parkview Elementary (Wyoming) Oriole Park Elementary (Wyoming) North Godwin Elementary (Godwin Heights) Godfrey-Lee Early Childhood Center (Godfrey-Lee) West Kelloggsville Elementary (Kelloggsville)
I-2	3	West Elementary (Wyoming) Gladiola Elementary (Wyoming) West Godwin Elementary (Godwin Heights) Godfrey Elementary (Godfrey-Lee) Southeast Kelloggsville Elementary (Kelloggsville)

BUDGET IMPACT:

Budget amendments will be processed by the Finance Director and presented to City Council for approval after July 1, 2016. The FY 2016-2017 budget cannot be amended until it is active, per the Finance Director.

The agreements ensure that City of Wyoming cash expenses related to the operation of T.E.A.M. 21 are fully reimbursed by the Wyoming Public School District.

The affected account numbers are:

- Cohort G Grant: 208-752-761.08 – 706, 707, 715, 718, 719, 721, 740, 910 and 956
- Cohort H Grant: 208-752-761.09 – 706, 707, 715, 718, 719, 721, 740, 910 and 956
- Cohort I-1 Grant: 208-752-761.10 – 706, 707, 715, 718, 719, 721, 740, 910 and 956
- Cohort I-2 Grant: 208-752-761.11 - 706, 707, 715, 718, 719, 721, 740, 910 and 956

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort G)
JULY 1, 2016 to JUNE 30, 2017**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2016, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

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

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

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

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

Salaries	\$8,060.00
Salaries – Temporary	\$155,060.00
FICA	\$12,530.00
Hospitalization Insurance	\$6,460.00
Life Insurance	\$20.00
Pension	\$2,680.00
Workers Comp. Insurance	\$4,230.00
CIP & Longevity	\$140.00
Unemployment	\$0.00
Operating Supplies	\$4,000.00
Travel & Training	\$0.00
Liability Insurance	\$1,930.00
Other Services	\$4,480.00
Total	\$199,590.00

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

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

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

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

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Dr. Thomas Reeder
Its Superintendent

Kelli Vandenberg
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort H)
JULY 1, 2016 to JUNE 30, 2017**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2016, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

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

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

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

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

Salaries	\$11,510.00
Salaries – Temporary	\$239,250.00
FICA	\$19,270.00
Hospitalization Insurance	\$9,480.00
Life Insurance	\$20.00
Pension	\$3,820.00
Workers Comp. Insurance	\$6,500.00
CIP & Longevity	\$200.00
Unemployment	\$0.00
Operating Supplies	\$10,590.00
Travel & Training	\$0.00
Liability Insurance	\$2,970.00
Other Services	\$8,390.00
Total	\$312,000.00

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

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

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

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

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Dr. Thomas Reeder
Its Superintendent

Kelli Vandenberg
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort I-1)
JULY 1, 2016 to JUNE 30, 2017**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2016, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

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

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

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

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

Salaries	\$18,980.00
Salaries – Temporary	\$391,760.00
FICA	\$31,540.00
Hospitalization Insurance	\$15,730.00
Life Insurance	\$30.00
Pension	\$6,280.00
Workers Comp. Insurance	\$10,630.00
CIP & Longevity	\$330.00
Unemployment	\$0.00
Operating Supplies	\$17,620.00
Travel & Training	\$0.00
Liability Insurance	\$4,820.00
Other Services	\$12,940.00
Total	\$510,660.00

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

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

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

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

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Dr. Thomas Reeder
Its Superintendent

Kelli VandenBerg
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort I-2)
JULY 1, 2016 to JUNE 30, 2017**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2016, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at West Elementary, Gladiola Elementary, West Godwin Elementary, Godfrey Elementary, and Southeast Kelloggsville Elementary. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
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8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

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

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

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

Salaries	\$18,840.00
Salaries – Temporary	\$394,720.00
FICA	\$31,710.00
Hospitalization Insurance	\$15,730.00
Life Insurance	\$30.00
Pension	\$6,280.00
Workers Comp. Insurance	\$10,700.00
CIP & Longevity	\$330.00
Unemployment	\$0.00
Operating Supplies	\$15,190.00
Travel & Training	\$0.00
Liability Insurance	\$4,840.00
Other Services	\$12,940.00
Total	\$511,310.00

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

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

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

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

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Dr. Thomas Reeder
Its Superintendent

Kelli Vandenberg
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO EXERCISE THE RIGHT OF FIRST REFUSAL
TO ACQUIRE TAX FORECLOSED PROPERTIES FROM
KENT COUNTY FOR A DECLARED PUBLIC PURPOSE

WHEREAS:

1. The tax foreclosed property located at 1312 Whiting St. SW, PPN 41-17-02-179-006 have deteriorated in physical and economic condition, which necessitates acquisition, renovation and development to maintain property values.
2. Non-profit housing developer Next Step of West Michigan has requested the City of Wyoming acquire this property from the tax foreclosure list, allowing for reasonable acquisition costs through the City to address blight.
3. The City of Wyoming is declaring that the tax acquisition and subsequent transfer of this property is for the public purpose of eliminating slum and blight conditions.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby exercise its right of first refusal to acquire tax foreclosed property from Kent County for \$6,616.80, for the declared public purpose of eliminating slum and blight conditions.

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 June 6, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO ENTER INTO A DEVELOPMENT AGREEMENT
WITH NEXT STEP OF WEST MICHIGAN FOR THE TRANSFER OF PROPERTY

WHEREAS:

1. The tax foreclosed property located at 1312 Whiting St. SW, PPN 41-17-02-179-006, will be obtained by the City of Wyoming from Kent County, through tax acquisition, for a declared public purpose.
2. The City of Wyoming is declaring that the tax acquisition and subsequent transfer of this property is for the public purpose of eliminating slum and blight conditions.
3. By partnering with area nonprofit housing developers such as Next Step of West Michigan, the City creates a partnership leveraging public and private resources for neighborhood improvements and the stabilization of property values, while expanding affordable housing opportunities.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby enter into a Development Agreement with Next Step of West Michigan for the transfer of property at 1312 Whiting St. SW, PPN 41-17-02-179-006, for the public purpose of eliminating slum and blight conditions, and also authorizes the Mayor and City Clerk to exercise a conditional quit claim deed to transfer 1312 Whiting St. SW, PPN 41-17-02-179-006 to Next Step of West Michigan for the total amount of \$6,616.80 for the reimbursement of City acquisition costs.

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 June 6, 2016.

ATTACHMENTS:

Staff Report

Development Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 16, 2016

Subject: Acquisition of Tax Foreclosed Properties for the Purpose of Blight Remediation
Nonprofit Developer Partnerships

From: Rebecca Rynbrandt, Director of Community Services

Cc: Scott Jonkhoff, Next Step of West Michigan

Meeting Date: June 6, 2016

RECOMMENDATION: It is recommended that the City Council:

1. Approve a resolution exercising the City of Wyoming's right of first refusal to acquire tax foreclosed property for the public purpose of blight remediation. This property being 1312 Whiting St. SW.
2. Approve a development agreement with Next Step of West Michigan to transfer the acquired property for the purposes of neighborhood improvement and blight remediation.

SUSTAINABILITY CRITERIA:

Environmental Quality – The subject property has deteriorated in physical and economic condition, of which the acquisition, renovation, and development is necessary to maintain property values of the residential neighborhood and to remediate blight.

The State of Michigan under the Blight Area Rehabilitation Act 344 of 1945 states that the conditions that constitute blight are to be broadly construed to permit a municipality to make an early identification of problems and to take early remedial action to correct deterioration and to prevent worsening of blight conditions. The State allows a municipality to acquire properties from the annual tax foreclosure list prior to the county's public auction for public purpose, which includes the remediation of blight.

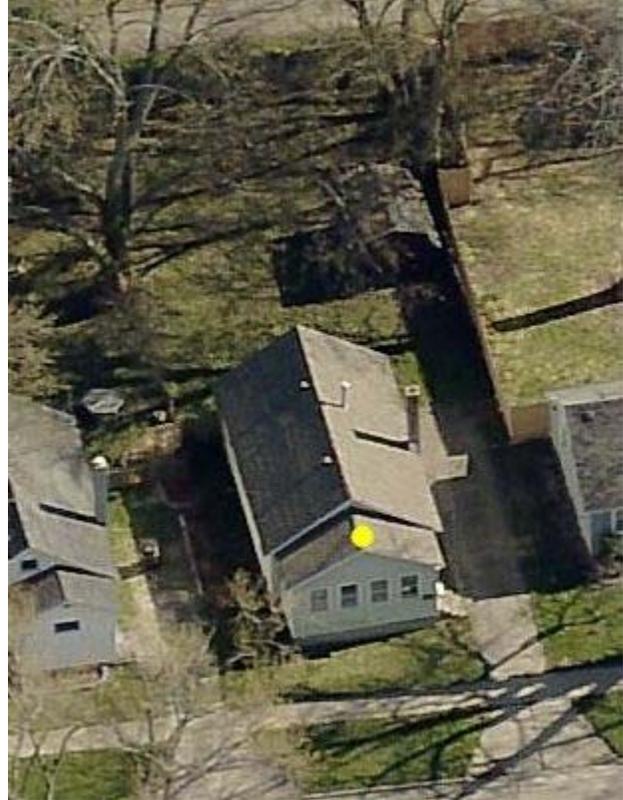
Social Equity – By partnering with area nonprofit housing developers such as Next Step we create an innovative public-private partnership leveraging public and private resources for neighborhood improvement, the stabilization of property values while expanding affordable, and quality housing for persons of low and moderate income households. The City, its citizens and neighborhoods will be benefited and improved by such housing.

Economic Strength – Next Step will invest private and public philanthropic and grant resources to renovate salvageable homes, and, where appropriate, to build new, resulting in improved

property values. These projects are designed to be catalysts in improving and maintaining property values in the immediate adjacent area.

DISCUSSION:

The City of Wyoming has been approached by Next Step with a request to acquire the property from the tax foreclosure list, allowing for reasonable acquisition costs, through the City, to target specific acquisitions to address blight. A review of the requested property affirms its location in a neighborhood in need of stabilization, a history of code complaints, and opportunity through development and renovation the ability to improve not only a specific property's value, but which is uniquely situated to act as a catalyst in improving aesthetics and property values of the immediate neighborhood. Of properties requested, one was determined to be eligible for Council consideration:



Property 1312 Whiting St. SW is vacant, was registered into our Abandoned Structure program in 2013 and within the last 3 years has 6 code complaints on record. Total amount due to Kent County for acquisition: \$6,616.80.

BUDGET IMPACT:

The City of Wyoming shall be held harmless by the nonprofit developers for the costs of acquisition of the properties from the tax foreclosure list. While we would need to upfront the purchases at a value of \$6,616.80, all costs shall be reimbursed.

ATTACHMENTS: Draft Nonprofit Developer Agreement

NON-PROFIT HOUSING DEVELOPERS AGREEMENT TO ACQUIRE TAX FORECLOSED PROPERTY

This AGREEMENT is made and entered into this 6th day of June, 2016 between Next Step of West Michigan, a Michigan Non-Profit Corporation, 906 S Division, Grand Rapids, MI 49507, hereinafter called “Non-Profit Housing Developer (NPH Developer)”, and the City of Wyoming, a Michigan Municipal Corporation, 1155 28th St SW, Wyoming, MI 49509, hereinafter called “City of Wyoming”.

Recitals

- A. The State of Michigan has adopted Public Act 344 of 1945 defining “Blighted Property” as a property that is a public nuisance in accordance with local housing, building, plumbing, fire, or other related code or ordinance; is an attractive nuisance because of physical condition or use; or is a fire hazard or is otherwise dangerous to the safety of persons or property; or has had the utilities, plumbing, heating, or sewage disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use; or the property has code violations posing a severe and immediate health or safety threat.
- B. As provided for in state law, the City of Wyoming may exercise its right of first refusal to remove properties from the County’s Tax Foreclosure Sale for the purpose of public good, including for blight remediation.
- C. The City of Wyoming must pay a minimum bid price to the Kent County treasurer which consists of unpaid taxes, interest, penalties, interest and fees (including unpaid notice and recording costs).
- D. The City of Wyoming is participating with the NPH Developer in order to assist with preservation of property values through the elimination or prevention of blight.
- E. A NPH Developer may request the City of Wyoming to acquire on its behalf a tax-foreclosed property located within the City of Wyoming, County of Kent, Michigan. All requests will be submitted to the City of Wyoming City Council for approval. The City of Wyoming reserves the right to approve or reject any Tax Foreclosed Property Request based on the need, pre-existing development plans by the City of Wyoming, or the proximity of the requested property to recent or current investment by the NPH Developer, and the overall reasonableness of the request.
- F. The City of Wyoming has agreed to acquire certain tax-foreclosed property on behalf of the NPH Developer under the terms set forth below.

Terms and Conditions

Now, therefore, in consideration of the mutual covenants, set forth herein, the parties agree as follows:

- 1. The City of Wyoming shall include the NPH Developer’s request for the acquisition of the tax foreclosed property(ies) approved by the City of Wyoming City Council from the list attached Exhibit A, hereinafter “Property.”
- 2. The City of Wyoming shall take the necessary steps to attempt to acquire the Property with the intent of conveying the Property to the NPH Developer for the public purpose of rehabilitation or new construction for the purposes of stabilizing property values and reducing blight in their target neighborhoods.
- 3. The NPH Developer agrees to complete rehabilitation of the Property within eighteen (18) months of the City of Wyoming’s conveyance. The NPH Developer shall comply with all applicable housing and

nuisance codes, all applicable State and Federal laws and regulations, and shall submit any required plans, reports, and appeals to the City of Wyoming as requested. If the rehabilitation or new construction is not completed within twelve (12) months of the conveyance, NPH Developer shall return the property to the City of Wyoming upon request of the City of Wyoming. NPH Developer agrees that it shall return the Property acquired under the terms and conditions of this Agreement to the City of Wyoming under the following circumstances:

- A. It does not successfully obtain insurable title or evict occupants as necessary within twelve (12) month's of the City of Wyoming's conveyance.
 - B. It does not complete the required rehabilitation or new construction in accordance with the terms and conditions of this Agreement within 18 months of the City of Wyoming's conveyance (or) receive an extension executed as an addendum of this agreement and based on the City of Wyoming's approval and finding that significant progress has been made and a new deadline is supportable by evidence of schedule and financial support.
 - C. The City of Wyoming, at its sole discretion, determines the NPH Developer has violated any covenant or condition set forth in this Agreement.
 - D. The NPH Developer hereby acknowledges and agrees the acquisition costs they Expend, as outlined in Paragraph 7, 8 and 10, of this Agreement shall not be refunded.
4. NPH Developer covenants and agrees to be bound by a final determination made by the City of Wyoming, or its designee, that any or all of the conditions or covenants herein set forth have been breached, and that upon thirty (30) days written notice by the City of Wyoming to the NPH Developer of such a formal determination of breach, the NPH Developer shall surrender and quitclaim unto the City of Wyoming the Property acquired under the terms and conditions of this Agreement.
 5. Upon the occurrence of the events specified in Paragraphs 3 and 4, the City of Wyoming, its successors or assigns, may enter upon the Property or any part then remaining, and terminate the estate hereby conveyed and thereafter hold the land and improvements thereon in fee simple absolute as if this conveyance had never been made.
 6. Any sale, conveyance, lease or transfer of any nature or kind of the Property prior to completion of the rehabilitation or new construction project anticipated in this Agreement by the NPH Developer is hereby prohibited unless said sale, conveyance, lease, encumbrance, or transfer is made with the express, advance written approval of the City of Wyoming.
 7. The NPH Developer shall deposit with the City of Wyoming a good faith deposit equal to \$500.00 per property. The balance of the purchase price will be due at closing between the NPH Developer and the City of Wyoming.
 8. The deposited monies shall be retained by the City of Wyoming to reimburse the City of Wyoming for its acquisition costs, including recording fees at the time the Property is conveyed to the NPH Developer.
 9. If the City of Wyoming fails to acquire and convey the tax-foreclosed property to the NPH Developer it shall return the monies held on deposit to the NPH Developer.
 10. If the City of Wyoming's costs to acquire and convey the Property exceed the monies held on deposit, the NPH Developer shall reimburse and pay to the City of Wyoming its additional incurred expenses at the time of the conveyance of the Property.

11. If the City of Wyoming's costs to acquire and convey the Property are less than the monies held on deposit, the balance shall be returned to the NPH Developer at the time of the conveyance.
12. The City of Wyoming is not obligated to acquire the Property, but will make reasonable efforts to do so. The City of Wyoming is not liable for the failure to acquire the property, or the quality or marketability of the title to any property transferred under this agreement. The City of Wyoming will convey its interest in the Property by quitclaim deed. The City of Wyoming recommends the NPH Developer obtain an opinion of title or title commitment from a recognized title insurance company regarding the condition of title to be conveyed under this agreement. These expenses or additional expenses required to clear titles will be paid by the NPH Developer.
13. The City of Wyoming shall have no obligations to evict any persons occupying the property. The NPH Developer agrees to take all steps necessary to, if necessary evict occupants at its expense.
14. NPH Developer agrees that it shall pay all real and personal property taxes, water bills, nuisance liens, special assessments or any other costs levied against the Property on or before the date said taxes and/or special assessments become due and payable.
15. No party to this agreement shall have the right to assign its rights or delegate its obligations under this Agreement without the prior written consent of all other parties hereto.
16. Miscellaneous
 - a. This Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their successors and assigns.
 - b. This Agreement shall be governed by and construed according to the laws of the State of Michigan.
 - c. The invalidity or unenforceability of any term or provision in this Agreement shall not affect the validity or enforceability of any of the remaining terms and provisions in the Agreement, all of which shall remain in full force and effect.
 - d. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and all prior agreements with respect thereto are merged herein.
 - e. This Agreement may be amended only by a written instrument signed by all parties hereto.
 - f. This Agreement may be signed in one (1) or more counterparts, all of which together shall constitute one (1) and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF WYOMING, a
Michigan Municipal Corporation

By: _____
Jack A. Poll, Mayor

Attest: _____
Kelli VandenBerg, City Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF KENT)

On this _____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said County, personally appeared Jack A. Poll of the City of Wyoming, Kent County, Michigan, and Kelli VandenBerg, City Clerk of the City of Wyoming, Kent County, Michigan, to me known to be the same persons described in and who have executed the within instrument, and acknowledged the same to be their free act and deed.

Notary Public, Kent County, Michigan
My commission expires _____

By _____

Its _____

STATE OF MICHIGAN)
)SS
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the Executive Director of _____, a Michigan Non-Profit Corporation, on behalf of said corporation.

Notary Public, Kent County, MI
My Commission Expires _____

Approved as to form:



Jack R. Sluiter, City Attorney
City of Wyoming

NEXT STEP OF WEST MICHIGAN, a
Michigan Non-Profit Corporation

By _____

Its _____

STATE OF MICHIGAN)
) SS
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the Executive Director of _____, a Michigan Non-Profit Corporation, on behalf of said corporation.

Notary Public, Kent County, MI
My Commission Expires _____

EXHIBIT A

City of Wyoming Tax NPH Developer Foreclosed Property Request Form

Name of Organization: Next Step of West Michigan

Address: 906 S Division Ave, Grand Rapids, MI 49507

Name of Staff Responsible for Request: Scott Jonkhoff Title: Executive Director

Phone: (616) 334- 6421

Email: scott@nextstep-wm.org

Note: The City of Wyoming is participating with the NPH Developer in order to assist with preservation of property values through the removal or prevention of blight. As such the NPH Developer must provide documentation of proof that the properties being requested are part of the organization’s comprehensive revitalization plan, past, or current efforts. This can be exhibited through but not limited to:

- Providing a board approved geographic target area
- Providing existing current written community revitalization plans for the area that includes the requested property.
- Providing proof that the organization has completed the rehabilitation or new construction properties within a defined target area that includes the requested property
- The City of Wyoming is willing to consider other reasonable requests for properties based on the general need to reduce blight and preserve property values.

Please list the properties your organization is requesting. Attach the requested documentation to validate that the properties being requested meet the goal of the City of Wyoming to preserve property values through the elimination or prevention of blight.

Please call Rebecca Rynbrandt at 616-261-3520 to find out the amount required to purchase a specific property.

PP#	House Number	Street	Amount
411702179006	1312	Whiting ST SW	\$6,616.80

Please note that the City of Wyoming requires deposit payment in full by July 15th.

Signatory of **NPH Developer:** By signing below, I affirm I have the legal authority to make this request on behalf of the organization/agency.

_____ Date _____

Name, Title

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE A CONTRACT AMENDMENT BETWEEN THE CITY OF WYOMING AND THE SALVATION ARMY SOCIAL SERVICES OF KENT COUNTY

WHEREAS:

1. The 2015/2016 Wyoming Community Development Block Grant Program approved budget includes an activity to provide low-income Wyoming families pending eviction with short-term rental assistance.
2. The City has identified as a high priority in its Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing.
3. On July 1, 2015, the City of Wyoming entered into an agreement with The Salvation Army Social Services of Kent County to provide low-income families residing in the city of Wyoming, at risk of housing loss through a pending eviction, with short-term rental assistance. On October 15, 2015, the City Council amended the contract to increase funding to \$36,000.
4. Currently, the City of Wyoming, consistent with trends being found throughout Kent County, is experiencing a high rate of families experiencing homelessness or who are at imminent risk of becoming unsheltered and homeless. At this time, traditional shelters housing families experiencing homelessness are at capacity. In order to meet the demand and ensure that families do not go unsheltered, they are temporarily housed in motels.
5. Staff proposes to increase the Salvation Army's contract by a one-time grant increase of \$8,000 to address this immediate need. The amendment also calls for an increase in the number of low-income families provided with short-term rental assistance from approximately 18 families to 28 families.
6. Sufficient funds are available in the activity account #256-400-69216-956.308.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement amendment with The Salvation Army Social Services of Kent County, increasing the total contract amount from \$36,000.00 to 44,000.00.

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 June 6, 2016.

ATTACHMENTS:

Staff Report

Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 24, 2016

Subject: The Salvation Army Social Services of Kent County 2015-2016 Contract Amendment

From: Rebecca Rynbrandt, Director of Community Services

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

Meeting Date: June 6, 2016

RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement amendment with The Salvation Army Social Services of Kent County (Salvation Army) related to Community Development Block Grant (CDBG) funding of short-term rental assistance as a means to prevent homelessness. The amendment is to increase the current contract amount from \$36,000.00 to \$44,000.00, and increasing the number of low-income families assisted from approximately 18 families to 28.

SUSTAINABILITY CRITERIA:

Environmental Quality – The City desires to provide funding to the Salvation Army to provide homeless prevention assistance for low-income families living in the City of Wyoming to allow households to remain in their rental unit and maintain shelter and housing stability.

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

Economic Strength – The Salvation Army shall use CDBG funds allocated by the City for the cost of providing approximately twenty-eight (28) low-income Wyoming families pending eviction with short-term rental assistance. These funds assist families who are at risk of becoming homeless.

DISCUSSION:

The 2015-2016 Wyoming Community Development Block Grant Program approved budget includes an activity to provide low-income Wyoming families pending eviction with short-term rental assistance. On July 1, 2015, the City of Wyoming entered into an agreement with the Salvation Army for these services.

CRITICAL NEED:

Currently, the City of Wyoming, consistent with trends being found throughout Kent County, is experiencing a high rate of families experiencing homelessness or who are at imminent risk of becoming unsheltered and homeless.

At this time, traditional shelters housing families experiencing homelessness are at capacity. Christina Soulard, Housing Services Director of The Salvation Army Social Services, reports that as of this week, for every 10 shelter space openings, 30 families are in need of emergency shelter. In order to meet the demand and ensure that families do not go unsheltered, they are temporarily housed in motels.

Due to tight housing rental market conditions, the ability of these families to obtain permanent, affordable housing is delayed. Families are having stays in Wyoming motels between 7 and 9 days; however, data predicts that this will increase to 10 and 15 days shortly. Last week 21 families were housed in motels located within the City of Wyoming. Twenty-percent (20%) of families listed a Wyoming zip code as their last permanent address.

The cost per night stay averages \$75. The average cost per week to house families in motels is \$15,750. The Salvation Army has advised the City of Wyoming and the Grand Rapids Area Coalition to End Homelessness that funds to provide this emergency rental assistance are fully expensed and without new resources, families will be evicted from the motels.

BUDGET IMPACT:

The projected financial need to support families originating from Wyoming, MI, needing this rental housing through June 30, 2016 is \$16,800. Staff proposes to increase the Salvation Army's contract by a one-time grant increase of \$8,000 to assist in addressing this immediate need.

Funds are available in the CDBG Grant Fund due to contracts (e.g. Pinery Park Exercise Equipment, Habitat for Humanity) coming in under budget.

The amended contract is in the amount (not to exceed) \$44,000.00. Sufficient funds are available in the activity account #256-400-69216-956.308.

ATTACHMENTS:

Resolution
Agreement

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

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

WITNESSETH THAT:

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

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

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

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

1. Project Objective.

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

2. Scope of Services.

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

- a. The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately eighteen (28) low-income Wyoming families pending eviction with short-term rental assistance. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) per household may be provided for short-term rental assistance for not more

than three (3) months, with the total amount expended not to exceed FOURTY-FOUR THOUSAND AND NO/DOLLARS (\$44,000.00).

- b. The Subrecipient shall determine eligible households to be at or below 40% of the Area Median Income and be at-risk of homelessness. These households will be identified by Housing Assessment Program (HAP) intake staff and referred to a housing resource specialist on staff. The housing resource specialist must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
- c. The Subrecipient will invoice and collect from the City a maximum total of FOURTY-FOUR THOUSAND and NO/100 DOLLARS (\$44,000.00) to be used to reimburse the Subrecipient the cost of providing short-term rental assistance to low-income Wyoming families pending eviction.
- d. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.

3. Time of Performance.

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

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of FOURTY-FOUR THOUSAND and NO/100 DOLLARS (\$44,000.00) in accordance with the following schedule:
 - 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less that quarterly.
 - 2) Reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming within 30 days of the period end with the exception of the period end of June 30, 2016, which shall be limited to 31 days (July 31, 2016).
 - 3) If no expenses are incurred by the Subrecipient for the period, written documentation of such is to be provided to the City of Wyoming within 30 days of the period end.

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

b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of FOURTY-FOUR THOUSAND and NO/100 DOLLARS (\$44,000).

5. Financial Transparency.

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

6. Continued Funding.

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

7. Finance Procedures.

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

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

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

8. Donations and Fees.

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

9. Contract Modifications.

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

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

10. The Subrecipient's Failure of Performance.

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

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

11. Reports and Information.

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

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

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

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

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

CDFA Program Title – Community Development Block Grants/Entitlement Grants
CDFA Number – 14.218
Agency Office – Department of Housing & Urban Development/Office of Community Planning & Development
Type of Assistance – A-Formula Grants
Organizational Unit – City of Wyoming
Organizational DUNS – 07928-3982
Award Year – 2015/2016 (July 1, 2015 – June 30, 2016)
Subrecipient Name – The Salvation Army Social Services
Project – Subsistence Payments, administered by The Salvation Army Social Services
Project Description – City of Wyoming low-income persons pending eviction have the benefit of short-term rental assistance for the purpose of preventing homelessness and providing a suitable living environment.
Project Funding - \$36,000

12. Eligible Costs of the Subrecipient.

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

13. Records and Documentation.

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

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

14. Audits and Inspections.

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

15. Conflict of Interest.

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

16. Assignment and Transfer of Interest; Subcontracting.

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

17. Lobbying and Political Activities.

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

18. Save Harmless Clause.

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

19. Debarred or Ineligible Contractors.

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

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

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

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

20. Federal Uniform Administrative Requirements.

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

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

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

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

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

21. Insurance.

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

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

Minimum Limits:

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

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

22. Civil Rights.

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

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

23. Compliance with the Law.

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

24. Severability of Provisions.

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

25. Waiver.

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

26. Disclosure of Confidential Material.

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

27. City Department or Office.

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

28. Termination at City's Election.

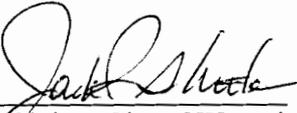
Either party may, upon sixty (60) days written notice to the Contractor, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Subrecipient is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

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

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

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

Approved as to form:



Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO
THE HAVEN APARTMENT HOMES LLC
FOR DESIGN AND WETLAND EXPENSES ASSOCIATED WITH THE
WYOMING REGIONAL STORM WATER BASIN H2B
AT 52ND STREET AND WILSON AVENUE

WHEREAS:

1. In May of 2015, the City of Wyoming began working with the owners of the Haven Apartment development located at 52nd Street and Wilson Avenue regarding a regional detention basin within their proposed development per Wyoming's Storm Water Master Plan.
2. Exxel Engineering, Inc. and King & MacGregor Environmental, Inc. were contracted by the Haven Apartment development for site design and wetlands permitting and additionally performed work on behalf of the City of Wyoming associated with the proposed regional detention basin, H2b.
3. The Haven Apartment Homes LLC paid Exxel Engineering, Inc. and King & MacGregor Environmental, Inc. for all work associated with their proposed development, whether it was related to the regional basin or the private development.
4. The Haven Apartment Homes LLC has submitted a request for reimbursement of the design and wetlands permitting costs associated with the regional basin H2b, in the amount of \$22,048.13.
5. Staff has reviewed the invoices and recommends reimbursement of the costs out of the Capital Improvement Fund Account No. 400-441-45200-972.452 - (Regional Basin H2b).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes payment to The Haven Apartment Homes LLC for the design and wetlands permit associated with the regional storm water basin H2b at 52nd Street and Wilson Avenue in the amount of \$22,048.13.

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 June 6, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Cost Breakdown

Resolution No. _____

DETENTION POND ENGINEERING/WETLANDS MITIGATION EXPENSES

EXXEL ENGINEERING

5/19/15	151075E-1	\$ 4,620.00
6/16/15	151075E-2	\$ 3,887.00
7/14/15	151075E-3	\$ 3,142.00
8/11/15	151075E-4	\$ 2,316.00
9/22/15	151075E-5	\$ 410.00
10/20/15	151075E-6	\$ 860.00
2/9/16	151075E-7	\$ 550.00
4/19/16	151075E-8	\$ 200.00
TOTAL EXXEL INVOICES		\$15,985.00

KING & MACGREGOR ENVIRONMENTAL, INC.

5/06/15	38697	\$ 804.30
6/05/15	38736	\$ 865.00
8/7/15	39002	\$ 1,192.50
8/7/15	39017	\$ 920.00
9/10/16	39096	\$ 1,268.43
10/7/15	39174	\$ 256.50
3/8/16	39744	\$ 108.00
4/14/16	39839	\$ 648.40
TOTAL KING & MACGREGOR INVOICES		\$ 6,063.13

GRAND TOTAL \$22,048.13

PAY TO THE ORDER OF: THE HAVEN APARTMENT HOMES LLC
8910 PURDUE RD., STE 730
INDIANAPOLIS, IN 46268



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planners · engineers · surveyors

5252 Clyde Park Ave., SW
Grand Rapids, MI 49509-9788
(616) 531-3660 • Fax (616) 531-2121
www.exxelengineering.com

AMERICAN KENDALL PROPERTIES, LLC

ATTN: MICHAEL R. SPEEDY
8910 PURDUE ROAD; STE 730
INDIANAPOLIS, IN 46268

Invoice Date: 05/19/2015
Invoice No: 151075E-0001
Project No: 151075E

Re: 52ND/WILSON REGIONAL DETENTION POND (The Haven); Sec 30-6-12

For professional services rendered through 05/17/2015.

1. Communications, conversations and coordination with Jehovah's Witness Congregation, Grandville Public Schools, owners, King & Mac Gregor Environmental regarding regional detention pond in preparation for meeting May 26 with M.D.E.Q. = \$1205
2. Field and office work for preparation of topographical survey showing elevations and wetlands flagging = \$2050

Fee

Some for regional?

Total \$4,620.00

INVOICE TOTAL \$4,620.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
151075E-0001	05/19/2015	\$4,620.00	\$4,620.00				
	Total	\$4,620.00	\$4,620.00	\$0.00	\$0.00	\$0.00	\$0.00

TERMS: Net 30 days.

Please refer to Project Number when making payment.



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AMERICAN KENDALL PROPERTIES, LLC
ATTN: MICHAEL R. SPEEDY
8910 PURDUE ROAD; STE 730
INDIANAPOLIS, IN 46268

Invoice Date: 06/16/2015
Invoice No: 151075E-0002
Project No: 151075E

Re: 52ND/WILSON REGIONAL DETENTION POND (The Haven); Sec 30-6-12

For professional services rendered 05/18/2015 through 06/14/2015.

1. Prepare for and attend meeting with owner and King & Mac Gregor Environmental at MDEQ office
2. Communications with Grandville Public School
3. Topographical survey for existing drain and property to West of creek on School property
4. Storm water modeling for regional detention pond relative to Fishbeck, Thompson, Carr & Huber prior study

Fee

Total \$3,879.00

Reimbursable Expenses

800-PRINTING COSTS

\$8.00

INVOICE TOTAL \$3,887.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
151075E-0001	05/19/2015	\$4,620.00		\$4,620.00			
151075E-0002	06/16/2015	\$3,887.00	\$3,887.00				
	Total	\$8,507.00	\$3,887.00	\$4,620.00	\$0.00	\$0.00	\$0.00

TERMS: Net 30 days.
Please refer to Project Number when making payment.



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JR

AMERICAN KENDALL PROPERTIES, LLC
ATTN: MICHAEL R. SPEEDY
8910 PURDUE ROAD; STE 730
INDIANAPOLIS, IN 46268

Invoice Date: 07/14/2015
Invoice No: 151075E-0003
Project No: 151075E

Re: 52ND/WILSON REGIONAL DETENTION POND (The Haven); Sec 30-6-12

For professional services rendered 06/15/2015 through 07/12/2015.

1. Regional detention ponding calculations using Pond Pack
2. Design and drafting of M.D.E.Q. permit plan and submit to King & Mac Gregor Environmental
3. Communications with owner, King & Mac Gregor, Grandville Public Schools and Jehovah's Witness representative

Fee	Total	\$3,050.00
Reimbursable Expenses		
800-PRINTING COSTS		\$92.00
	INVOICE TOTAL	\$3,142.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
151075E-0003	07/14/2015	\$3,142.00	\$3,142.00				
	Total	\$3,142.00	\$3,142.00	\$0.00	\$0.00	\$0.00	\$0.00

TERMS: Net 30 days.
Please refer to Project Number when making payment.



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AMERICAN KENDALL PROPERTIES, LLC
ATTN: MICHAEL R. SPEEDY
8910 PURDUE ROAD; STE 730
INDIANAPOLIS, IN 46268

Invoice Date: 08/11/2015
Invoice No: 151075E-0004
Project No: 151075E

Re: 52ND/WILSON REGIONAL DETENTION POND (The Haven); Sec 30-6-12

For professional services rendered 07/13/2015 through 08/09/2015.

1. Meeting with Grandville Public School regarding necessary easement
2. Design and drafting of M.D.E.Q. plans; submit to King & Mac Gregor Environmental
3. Work on design calculations for regional detention pond
4. Communications with City of Wyoming

Fee

Total \$2,254.00

Reimbursable Expenses

800-PRINTING COSTS

\$62.00

INVOICE TOTAL \$2,316.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
151075E-0003	07/14/2015	\$3,142.00		\$3,142.00			
151075E-0004	08/11/2015	\$2,316.00	\$2,316.00				
	Total	\$5,458.00	\$2,316.00	\$3,142.00	\$0.00	\$0.00	\$0.00

TERMS: Net 30 days.

Please refer to Project Number when making payment.



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AMERICAN KENDALL PROPERTIES, LLC
ATTN: MICHAEL R. SPEEDY
8910 PURDUE ROAD; STE 730
INDIANAPOLIS, IN 46268

Invoice Date: 09/22/2015
Invoice No: 151075E-0005
Project No: 151075E

Re: 52ND/WILSON REGIONAL DETENTION POND (The Haven); Sec 30-6-12

For professional services rendered 08/10/2015 through 09/20/2015.

1. Clarifications requested by M.D.E.Q.

Fee	<u>Total</u>	\$402.00
Reimbursable Expenses		
800-PRINTING COSTS		\$8.00
	INVOICE TOTAL	\$410.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
151075E-0005	09/22/2015	\$410.00	\$410.00				
	Total	\$410.00	\$410.00	\$0.00	\$0.00	\$0.00	\$0.00

TERMS: Net 30 days.
Please refer to Project Number when making payment.



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JR

AMERICAN KENDALL PROPERTIES, LLC
ATTN: MICHAEL R. SPEEDY
8910 PURDUE ROAD; STE 730
INDIANAPOLIS, IN 46268

Invoice Date: 10/20/2015
Invoice No: 151075E-0006
Project No: 151075E

Re: 52ND/WILSON REGIONAL DETENTION POND (The Haven); Sec 30-6-12

For professional services rendered 09/21/2015 through 10/18/2015.

1. Update drainage calculations summary as required by M.D.E.Q.
2. Update M.D.E.Q. plans to update grade control structure

Fee

Total \$800.00

Reimbursable Expenses

800-PRINTING COSTS

\$60.00

INVOICE TOTAL \$860.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
151075E-0006	10/20/2015	\$860.00	\$860.00				
	Total	\$860.00	\$860.00	\$0.00	\$0.00	\$0.00	\$0.00

TERMS: Net 30 days.

Please refer to Project Number when making payment.



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5252 Clyde Park Ave., SW
Grand Rapids, MI 49509-9788
(616) 531-3660 • Fax (616) 531-2121
www.exxelengineering.com

AMERICAN KENDALL PROPERTIES, LLC
ATTN: MICHAEL R. SPEEDY
8910 PURDUE ROAD; STE 730
INDIANAPOLIS, IN 46268

Invoice Date: 02/09/2016
Invoice No: 151075E-0007
Project No: 151075E

Re: 52ND/WILSON REGIONAL DETENTION POND (The Haven); Sec 30-6-12

For professional services rendered 01/04/2016 through 02/07/2016.

1. Assist in cutting profiles in creek; provide information to King & Mac Gregor Environmental

Fee

Total \$550.00

INVOICE TOTAL \$550.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
151075E-0007	02/09/2016	\$550.00	\$550.00				
	Total	\$550.00	\$550.00	\$0.00	\$0.00	\$0.00	\$0.00

ENTERED FEB 29 2016

TERMS: Net 30 days.
Please refer to Project Number when making payment.



**King & MacGregor
Environmental, Inc.**

2520 Woodmeadow SE
Grand Rapids, MI 49546
Tel: 616/957-1231 Fax: 616/957-2198
Please remit payment to above address

Invoice

Date 3/8/2016
Invoice No.: 39744
P.O. No.:



Exxel Engineering
ATTN: Rob Berends
5252 Clyde Park SW
Grand Rapids, MI 49509

KME Project No.: 15071 - 52nd Street Site (School)

For Professional Services rendered through February 29, 2016.

Item	Description	Amount
Permit Assistance	<p>ok MB 3/10/16</p> <p>RENDERED BY</p>	108.00

Total Invoice Amount: \$108.00

Please consider payment due upon receipt of this invoice. Thank you.



exxel engineering, inc.
planners · engineers · surveyors

pr

5252 Clyde Park Ave., SW
Grand Rapids, MI 49509-9788
(616) 531-3660 • Fax (616) 531-2121
www.exxelengineering.com

AMERICAN KENDALL PROPERTIES, LLC
ATTN: MICHAEL R. SPEEDY
8910 PURDUE ROAD; STE 730
INDIANAPOLIS, IN 46268

Invoice Date: 04/19/2016
Invoice No: 151075E-0008
Project No: 151075E

Re: 52ND/WILSON REGIONAL DETENTION POND (The Haven); Sec 30-6-12

For professional services rendered 03/21/2016 through 04/17/2016.

1. On site meeting with City of Wyoming, M.D.E.Q. and King & Mac Gregor Environmental representatives

Fee

Total \$200.00

INVOICE TOTAL \$200.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
151075E-0008	04/19/2016	\$200.00	\$200.00				
	Total	\$200.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00

TERMS: Net 30 days.
Please refer to Project Number when making payment.



King & MacGregor Environmental, Inc.

2520 Woodmeadow SE
Grand Rapids, MI 49546
Tel: 616/957-1231 Fax: 616/957-2198
Please remit payment to above address

Statement

Date
7/27/2015



Exxel Engineering
5252 Clyde Park SW
Grand Rapids, MI 49509

PO #	Amount Due	Amount Enc.
	\$2,457.90	

Date	Transaction	Amount	Balance		
04/13/2015	15058 - 104th Ave & PawPaw Drive- INV #38647. Due 05/13/2015. Orig. Amount \$788.60.	788.60	788.60		
05/06/2015	15071 - 52nd Street Site (School)- INV #38697. Due 06/05/2015. Orig. Amount \$804.30.	804.30	1,592.90		
06/05/2015	INV #38736. Due 07/05/2015. Orig. Amount \$865.00.	865.00	2,457.90		
	<p>↑ Regional fund.</p>	<p>804.30 865.00</p> <p>1669.30</p>			
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	865.00	804.30	788.60	0.00	\$2,457.90



**King & MacGregor
Environmental, Inc.**

2520 Woodmeadow SE
Grand Rapids, MI 49546
Tel: 616/957-1231 Fax: 616/957-2188
Please remit payment to above address

Invoice

Date 8/7/2015
Invoice No.: 39002
P.O. No.:

Exxel Engineering
ATTN: Rob Berends
5252 Clyde Park SW
Grand Rapids, MI 49509

PAID
8/10/15

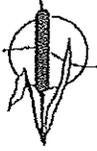
KME Project No.: 15071 - 52nd Street Site (School)
For Professional Services rendered through July 31, 2015.

Item	Description	Amount
Permit Assistance		1,192.50

*Please pay directly to K&M
ASB.*

Total Invoice Amount: \$1,192.50

Please consider payment due upon receipt of this invoice. Thank you.



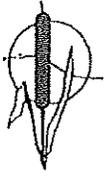
**King & MacGregor
Environmental, Inc.**

2520 Woodmeadow SE
Grand Rapids, MI 49546
Tel: 616/957-1231 Fax: 616/957-2198
Please remit payment to above address

KME Project No.: 15071 - 52nd Street Site (School)

Professional Services

	<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Charge</u>	
Permit Assistance					
Brown, Cory	Prep DEQ permit app docs	7/10/2015	3	60.00	180.00
MacGregor, Matthew	Prep/review site docs	7/15/2015	0.8	175.00	140.00
MacGregor, Matthew	Prep/review site docs	7/16/2015	0.2	175.00	35.00
MacGregor, Matthew	Prep/review site docs	7/17/2015	0.2	175.00	35.00
Martin, Laurelin	Prep DEQ permit app docs	7/17/2015	1	90.00	90.00
Vigna, John	Prep DEQ permit app docs	7/1/2015	0.5	125.00	62.50
Vigna, John	Prep DEQ permit app docs	7/8/2015	0.7	125.00	87.50
Vigna, John	Prep DEQ permit app docs	7/13/2015	0.7	125.00	87.50
Vigna, John	Prep DEQ permit app docs	7/15/2015	0.5	125.00	62.50
Vigna, John	Prep DEQ permit app docs	7/17/2015	0.3	125.00	37.50
Vigna, John	Meeting with client & school district	7/22/2015	2.5	125.00	312.50
Vigna, John	Prep DEQ permit app docs	7/23/2015	0.5	125.00	62.50
Total Professional Services			<u>10.90</u>		<u>\$ 1,192.50</u>
Reimbursable Expenses					
	<u>Date</u>			<u>Charge</u>	
Total Reimbursable Expenses					<u>\$ -</u>
Invoice Total					<u><u>\$ 1,192.50</u></u>



**King & MacGregor
Environmental, Inc.**

2520 Woodmeadow SE
Grand Rapids, MI 49546
Tel: 616/957-1231 Fax: 616/957-2198
Please remit payment to above address

*JM
Hawley*

Invoice

Date 8/7/2015
Invoice No.: 39017
P.O. No.:

Mr. Michael Speedy
American Kendall Properties, LLC
8910 Purdue Road, Suite 730
Indianapolis, IN 46268

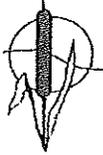
KME Project No.: 15072 - 52nd & Wilson

For Professional Services rendered through July 31, 2015.

Item	Description	Amount
Permit Assistance		920.00

Total Invoice Amount: \$920.00

Please consider payment due upon receipt of this invoice. Thank you.



**King & MacGregor
Environmental, Inc.**

2520 Woodmeadow SE
Grand Rapids, MI 49546
Tel: 616/957-1231 Fax: 616/957-2198
Please remit payment to above address

KME Project No.: 15072 - 52nd & Wilson

Professional Services

		<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Permit Assistance					
Brown, Cory	Prep DEQ permit app docs	7/7/2015	4	60.00	240.00
Brown, Cory	Prep DEQ permit app docs	7/9/2015	2.5	60.00	150.00
Brown, Cory	Prep DEQ permit app docs	7/15/2015	0.5	60.00	30.00
Vigna, John	Prep DEQ permit app docs	7/1/2015	0.5	125.00	62.50
Vigna, John	Prep DEQ permit app docs	7/7/2015	1	125.00	125.00
Vigna, John	Prep DEQ permit app docs	7/8/2015	1	125.00	125.00
Vigna, John	Prep DEQ permit app docs	7/13/2015	0.7	125.00	87.50
Vigna, John	Finalize/submit DEQ permit app	7/15/2015	0.8	125.00	100.00
Total Professional Services			<u>11.00</u>		<u>\$ 920.00</u>

Reimbursable Expenses

	<u>Date</u>	<u>Charge</u>
Total Reimbursable Expenses		<u>\$ -</u>

Invoice Total

\$ 920.00



**King & MacGregor
Environmental, Inc.**

2520 Woodmeadow SE
Grand Rapids, MI 49546
Tel: 616/957-1231 Fax: 616/957-2198
Please remit payment to above address

Invoice

Date 9/10/2015
Invoice No.: 39096
P.O. No.:

Exxel Engineering
ATTN: Rob Berends
5252 Clyde Park SW
Grand Rapids, MI 49509

JR
J.R. please pay directly.
"Regional Bond"
Adv B.

RECEIVED
SEP 2015

KME Project No.: 15071 - 52nd Street Site (School)

For Professional Services rendered through August 31, 2015.

Item	Description	Amount
Permit Assistance		1,260.00
Postage		8.43

Total Invoice Amount: \$1,268.43

Please consider payment due upon receipt of this invoice. Thank you.



**King & MacGregor
Environmental, Inc.**

2520 Woodmeadow SE
Grand Rapids, MI 49546
Tel: 616/957-1231 Fax: 616/957-2198
Please remit payment to above address

KME Project No.: 15071 - 52nd Street Site (School)

Professional Services

		<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Permit Assistance					
MacGregor, Matthew	Review DEQ permit docs	8/18/2015	0.5	185.00	92.50
MacGregor, Matthew	Review DEQ permit docs	8/20/2015	0.4	185.00	74.00
Vigna, John	Prep DEQ permit app docs	8/5/2015	1.5	135.00	202.50
Vigna, John	Prep DEQ permit app docs	8/6/2015	2.8	135.00	378.00
Vigna, John	Prep DEQ permit app docs	8/7/2015	0.6	135.00	81.00
Vigna, John	Prep DEQ permit app docs	8/20/2015	0.7	135.00	94.50
Vigna, John	Prep DEQ permit app docs	8/21/2015	1.5	135.00	202.50
Vigna, John	Finalize DEQ permit app docs	8/24/2015	1	135.00	135.00
Total Professional Services			<u>9.00</u>		<u>\$ 1,260.00</u>

Reimbursable Expenses

		<u>Date</u>	<u>Charge</u>
Postage	UPS to DEQ Cashiers Office	8/24/2015	8.43
Total Reimbursable Expenses			<u>\$ 8.43</u>

Invoice Total

\$ 1,268.43



**King & MacGregor
Environmental, Inc.**

2520 Woodmeadow SE
Grand Rapids, MI 49546
Tel: 616/957-1231 Fax: 616/957-2198
Please remit payment to above address

Invoice

Date: 10/7/2015
Invoice No.: 39174
P.O. No.:

Exxel Engineering
ATTN: Rob Berends
5252 Clyde Park SW
Grand Rapids, MI 49509



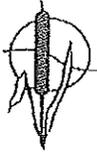
KME Project No.: 15071 - 52nd Street Site (School)

For Professional Services rendered through September 30, 2015.

Item	Description	Amount
Permit Assistance	OK TO Pay RJB 10/2/15	256.50

Total Invoice Amount: \$256.50

Please consider payment due upon receipt of this invoice. Thank you.



**King & MacGregor
Environmental, Inc.**

2520 Woodmeadow SE
Grand Rapids, MI 49546
Tel: 616/957-1231 Fax: 616/957-2198
Please remit payment to above address

KME Project No.: 15071 - 52nd Street Site (School)

Professional Services

		<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Permit Assistance					
Vigna, John	Misc. communications and site evaluation	9/23/2015	1.2	135.00	162.00
Vigna, John	Prep stream details	9/24/2015	0.2	135.00	27.00
Vigna, John	Submit grade control detail	9/28/2015	0.5	135.00	67.50
Total Professional Services			<u>1.90</u>		<u>\$ 256.50</u>

Reimbursable Expenses

	<u>Date</u>	<u>Charge</u>
Total Reimbursable Expenses		<u>\$ -</u>

Invoice Total

\$ 256.50



**King & MacGregor
Environmental, Inc.**

2520 Woodmeadow SE
Grand Rapids, MI 49548
Tel: 616/957-1231 Fax: 616/957-2188
Please remit payment to above address

KME Project No.: 15071 - 52nd Street Site (School)

Professional Services

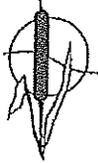
	<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Permit Assistance				
Vigna, John	02/02/2016	0.30	135.00	40.50
Vigna, John	02/22/2016	0.50	135.00	67.50
Total Professional Services		<u>0.80</u>		<u>\$ 108.00</u>

Reimbursable Expenses

	<u>Date</u>	<u>Charge</u>
Total Reimbursable Expenses		<u>\$ -</u>

Invoice Total

\$ 108.00



**King & MacGregor
Environmental, Inc.**

2520 Woodmeadow SE
Grand Rapids, MI 49546
Tel: 616/957-1231 Fax: 616/957-2198
Please remit payment to above address

Invoice

Date 4/14/2016
Invoice No.: 39839
P.O. No.:

Exxel Engineering
ATTN: Rob Berends
5252 Clyde Park SW
Grand Rapids, MI 49509



KME Project No.: 15071 - 52nd Street Site (School)
For Professional Services rendered through March 31, 2016.

Item	Description	Amount
Permit Assistance		636.50
Mileage Charge		11.90
	OK JA PAY RB 4-19-16	

Total Invoice Amount: \$648.40

Please consider payment due upon receipt of this invoice. Thank you.



**King & MacGregor
Environmental, Inc.**

2520 Woodmeadow SE
Grand Rapids, MI 49548
Tel: 616/957-1231 Fax: 616/957-2198
Please remit payment to above address

KME Project No.: 15071 - 52nd Street Site (School)

Professional Services

		<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Permit Assistance					
MacGregor, Matthew	Meeting with MDEQ, Project Eng and City	03/29/2016	2.20	185.00	407.00
Vigna, John	DEQ response coordination	03/21/2016	0.50	135.00	67.50
Vigna, John	DEQ response coordination	03/22/2016	0.50	135.00	67.50
Vigna, John	DEQ response coordination	03/23/2016	0.40	135.00	54.00
Vigna, John	Misc. file review	03/30/2016	0.30	135.00	40.50
Total Professional Services			<u>3.90</u>		<u>\$ 636.50</u>

Reimbursable Expenses

	<u>Date</u>	<u>Charge</u>
Mileage	3/29/2016	11.90
Total Reimbursable Expenses		<u>\$ 11.90</u>

Invoice Total

\$ 648.40

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM THYSSENKRUPP ELEVATOR
TO PERFORM ELEVATOR MAINTENANCE AT THE WATER TREATMENT
PLANT AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report proposals were received from ThyssenKrupp Elevator to perform preventive and corrective maintenance on four elevators located in the Water Treatment Plant.
2. It is recommended the City Council accept the proposals in the total estimated amount of \$36,441.13.
3. The elevator maintenance repairs will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from ThyssenKrupp Elevator to perform elevator maintenance at the Water Treatment Plant in the total estimated amount of \$36,441.13.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2016.

ATTACHMENTS:
Budget Amendment
Staff Report
Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 26, 2016

Subject: Acceptance of Proposal to Perform Preventive and Corrective Maintenance on Four Elevators

From: Tom Wilson, Clean Water Plant Maintenance Supervisor

Date of Meeting: June 6, 2016

RECOMMENDATION:

It is recommended that the City Council accept the proposals from ThyssenKrupp Elevator to perform preventive and corrective maintenance on four elevators located within the City of Wyoming Water Treatment Plant. The proposals include the necessary manpower, tools, and test equipment to perform the preventive and corrective maintenance at a cost of \$36,441.13. Any additional parts deemed necessary for replacement or repair will be quoted separately.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Wyoming Utilities Department is actively engaged in the protection of Michigan’s natural water environment and the public health of Wyoming’s citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and optimal working condition.

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 socio-economic status. All of Wyoming’s residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Plant.

DISCUSSION:

Four separate proposals were received from ThyssenKrupp Elevator to perform preventive and corrective maintenance on four elevators located within the Water Treatment Plant. Work to be completed will include a three year pressure relief test as required by State law, service on a hydraulic jack, installation of a freight reversing edge, and replacement of the selector tapes that are used for communication to the controllers and computers. Per State law, this work but must be performed by a licensed elevator repair company. ThyssenKrupp Elevator is a licensed company and is currently contracted to perform all of our quarterly inspections and service.

BUDGET IMPACT:

Based on the information presented, it is recommended that the City Council accept the proposals as submitted by ThyssenKrupp Elevator to perform preventive and corrective maintenance on four elevators at a cost of \$36,441.13. A budget amendment moving funds from the Water Fund's Working Capital to the Water Fund Pumping and Treatment Repairs and Maintenance Account 591-591-55300-930000 is necessary for this repair service.

ThyssenKrupp Elevator Americas



WORK ORDER

Date: May 18, 2016

Location: WYOMING CITY WATER
TRTMNT PLNT

Bill To: Wyoming, City Of

Address: 16700 New Holland St
City/State/Zip: Holland , MI 49424-5554

Address: 16700 New Holland St
City/State/Zip: Holland , MI 49424-5554

Scope of Work:

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

ThyssenKrupp Elevator will perform the following work at the above location:

Due to the enviroment, the elevator(s) hydraulic jacks are rusting. This is a concern due to the fact the jacks are multi-stage and telescopic.

If not cleaned, the jacks will wear out at the joint stages, fail, and need to be replaced. This will be very costly.

We propose that the jacks be sanded and polished to eliminate the severe buildup of rust and prolong the life of the equipment.

We will also clean the door equipment at each landing to ensure proper operation.

Purchaser agrees to pay the sum of: Seven Thousand Five Hundred Sixteen Dollars and Seventy One Cents (\$7,516.71) plus any applicable sales tax billed in addition to this contract price. Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.



Terms and Conditions:

Unless stated otherwise elsewhere in this document, the price of this Work Order includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

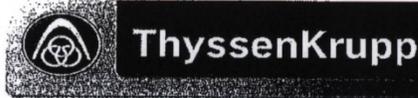
Purchaser's acceptance of this Work Order and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Work Order will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Work Order without the prior written approval of an authorized ThyssenKrupp Elevator manager.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

Purchaser agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during ThyssenKrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than ThyssenKrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against ThyssenKrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

ThyssenKrupp Elevator Americas



In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate ThyssenKrupp Elevator therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Work Order and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Work Order and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Work Order, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Work Order and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out

ThyssenKrupp Elevator Americas



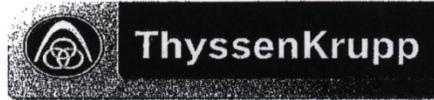
of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Work Order shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order. In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

ThyssenKrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent ThyssenKrupp Elevator has performed the work described above. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

ThyssenKrupp Elevator Americas



Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

This Work Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator Corporation.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator Corporation manager.

ThyssenKrupp Elevator Corporation	Wyoming, City Of	ThyssenKrupp Elevator Corporation Approval
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Ivana Polakovich Sales Rep Ivana.Polakovich@thyssenkrupp.com +1 616 4378765	Rick Velderman _____ (Print or Type Name) _____ (Print or Type Title)	Brett Hoogewind Branch Manager
_____ (Date Submitted)	_____ (Date of Approval)	_____ (Date of Approval)

ThyssenKrupp Elevator Americas



**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

Contract Number:

Please Remit To: thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta, GA 31193-3004

Attn:

Wyoming, City Of
16700 New Holland St
Holland , MI 49424-5554

Terms	Repair Quote No.	Customer Reference No./PO	Date	Reference Number
Immediate	2016-2-234171		May 18, 2016	ACIA-14J161X

Total Contract Price \$7,516.71
Current Amount Due \$3,758.36

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 616 4378765. To make a payment by phone using your check or credit card, please call 972-963-5258 with the reference information provided below.

Thank you for choosing thyssenkrupp Elevator Corporation. We appreciate your business.

Please detach the below section and provide along with payment.

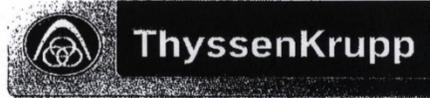
Remit To:

thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta, GA 31193-3004

Customer Number:	25977
Payment Reference Number:	ACIA-14J161X
Quote Number:	2016-2-234171
Remittance Amount:	\$3,758.36

Customer Name: Wyoming, City Of
Location Name: WYOMING CITY WATER TRTMNT PLNT

ThyssenKrupp Elevator Americas



WORK ORDER

Date: May 18, 2016

Location: WYOMING CITY WATER
TRTMNT PLNT

Bill To: Wyoming, City Of

Address: 16700 New Holland St
City/State/Zip: Holland , MI 49424-5554

Address: 16700 New Holland St
City/State/Zip: Holland , MI 49424-5554

Scope of Work:

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

ThyssenKrupp Elevator will perform the following work at the above location.

We will replace the selector tapes on the elevator hoistway. The selector tape lets the elevator communicate with the controllers and tells the computer the elevators locations within the hoistway. The current tapes are rusted and potentially could break. If one breaks, the elevator will be down and it will be days before it is up and running again.

We propose the tapes be replaced to be proactive with the situation. We will also re-program the elevator for optimal performance.

Purchaser agrees to pay the sum of: Fifteen Thousand Nine Hundred Twenty One Dollars and Forty Two Cents (\$15,921.42) plus any applicable sales tax billed in addition to this contract price. Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.

Total \$36441.¹³



Terms and Conditions:

Unless stated otherwise elsewhere in this document, the price of this Work Order includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Purchaser's acceptance of this Work Order and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Work Order will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Work Order without the prior written approval of an authorized ThyssenKrupp Elevator manager.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

Purchaser agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during ThyssenKrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than ThyssenKrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against ThyssenKrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

ThyssenKrupp Elevator Americas



In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

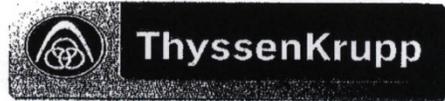
Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate ThyssenKrupp Elevator therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Work Order and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Work Order and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Work Order, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Work Order and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out

ThyssenKrupp Elevator Americas



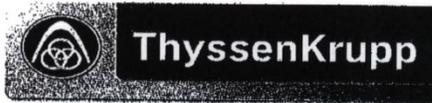
of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Work Order shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order. In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

ThyssenKrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent ThyssenKrupp Elevator has performed the work described above. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

ThyssenKrupp Elevator Americas



Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

This Work Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator Corporation.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator Corporation manager.

ThyssenKrupp Elevator Corporation	Wyoming, City Of	ThyssenKrupp Elevator Corporation Approval
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Ivana Polakovich Sales Rep Ivana.Polakovich@thyssenkrupp.com +1 616 4378765 _____ (Date Submitted)	Rick Velderman _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	Brett Hoogewind Branch Manager _____ (Date of Approval)

ThyssenKrupp Elevator Americas



**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

Contract Number:

Please Remit To: thyssenkrupp Elevator Corporation

PO Box 933004
Atlanta, GA 31193-3004

Attn:

Wyoming, City Of
16700 New Holland St
Holland, MI 49424-5554

Terms	Repair Quote No.	Customer Reference No./PO	Date	Reference Number
Immediate	2016-2-234184		May 18, 2016	ACIA-14J1USV

Total Contract Price \$15,921.42
Current Amount Due \$7,960.71

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 616 4378765. To make a payment by phone using your check or credit card, please call 972-963-5258 with the reference information provided below.

Thank you for choosing thyssenkrupp Elevator Corporation. We appreciate your business.

Please detach the below section and provide along with payment.

Remit To:

thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta, GA 31193-3004

Customer Number:	25977
Payment Reference Number:	ACIA-14J1USV
Quote Number:	2016-2-234184
Remittance Amount:	\$7,960.71

Customer Name: Wyoming, City Of
Location Name: WYOMING CITY WATER TRTMNT PLNT

ThyssenKrupp Elevator Americas



WORK ORDER

Date: May 18, 2016

Location: WYOMING CITY WATER
TRTMNT PLNT

Address: 16700 New Holland St
City/State/Zip: Holland , MI 49424-5554

Bill To: Wyoming, City Of

Address: 16700 New Holland St
City/State/Zip: Holland , MI 49424-5554

Scope of Work:

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

ThyssenKrupp Elevator will furnish and install a freight reversing edge for the northwest freight elevator.

Freight Door Protection

Purchaser agrees to pay the sum of: Four Thousand Five Hundred Fifty Three Dollars (\$4,553.00) plus any applicable sales tax billed in addition to this contract price.
Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.



Terms and Conditions:

Unless stated otherwise elsewhere in this document, the price of this Work Order includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Purchaser's acceptance of this Work Order and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Work Order will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Work Order without the prior written approval of an authorized ThyssenKrupp Elevator manager.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

Purchaser agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during ThyssenKrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than ThyssenKrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against ThyssenKrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Work Order.



In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate ThyssenKrupp Elevator therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Work Order and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Work Order and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Work Order, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Work Order and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out

ThyssenKrupp Elevator Americas



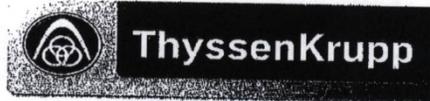
of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Work Order shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order. In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

ThyssenKrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent ThyssenKrupp Elevator has performed the work described above. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

ThyssenKrupp Elevator Americas



Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

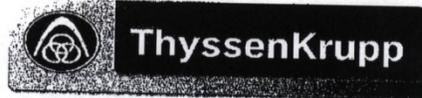
This Work Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator Corporation.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator Corporation manager.

ThyssenKrupp Elevator Corporation	Wyoming, City Of	ThyssenKrupp Elevator Corporation Approval
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Ivana Polakovich Sales Rep Ivana.Polakovich@thyssenkrupp.com +1 616 4378765	Rick Velderman _____ (Print or Type Name) _____ (Print or Type Title)	Brett Hoogewind Branch Manager
_____ (Date Submitted)	_____ (Date of Approval)	_____ (Date of Approval)

ThyssenKrupp Elevator Americas



**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

Contract Number:

Please Remit To: thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta, GA 31193-3004

Attn:

Wyoming, City Of
16700 New Holland St
Holland , MI 49424-5554

Terms	Repair Quote No.	Customer Reference No./PO	Date	Reference Number
Immediate	2016-2-233894		May 18, 2016	ACIA-14IJ85W

Total Contract Price \$4,553.00
Current Amount Due \$2,276.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 616 4378765. To make a payment by phone using your check or credit card, please call 972-963-5258 with the reference information provided below.

Thank you for choosing thyssenkrupp Elevator Corporation. We appreciate your business.

Please detach the below section and provide along with payment.

Remit To:

thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta, GA 31193-3004

Customer Number:	25977
Payment Reference Number:	ACIA-14IJ85W
Quote Number:	2016-2-233894
Remittance Amount:	\$2,276.50

Customer Name: Wyoming, City Of
Location Name: WYOMING CITY WATER TRTMNT PLNT

Correction Order
 Michigan Department of Licensing and Regulatory Affairs
 Bureau of Construction Codes / Elevator Safety Division
 P.O. Box 30254, Lansing, MI 48909
 Phone: (517) 241-9337
 Fax: (517) 241-6301
 E-Mail: elevsafety@michigan.gov

STATE SERIAL NUMBER 49121	CAPACITY
DEVICE TYPE FASS	2100

TO: ELEVATOR LOCATION (Building Name) **Wyoming Water Treatment** CITY **HOHANS** ZIP CODE **49424**

AS OF **5-18-2016** AN OFFICIAL INSPECTION OF YOUR ELEVATOR HAS REVEALED THAT YOU ARE IN VIOLATION OF THE HEREIN SPECIFIED PROVISIONS OF 1967 PA 227 AND/OR THE HEREIN SPECIFIED RULES PROMULGATED PURSUANT TO 1967 PA 227. YOU ARE THEREFORE ORDERED TO TAKE THE CORRECTIVE ACTION(S) INDICATED. FAILURE TO TAKE THE INDICATED CORRECTIVE ACTION(S) ON OR BEFORE **6-1-2016** COULD SUBJECT YOU TO THE PENALTIES PROVIDED BY SECTION 21 OF 1967 PA 227.

ITEM	SECTION / RULE VIOLATED	REQUIRED CORRECTIVE ACTION(S)
*1	SEE SELECTION	<input checked="" type="checkbox"/> R 408.7060 8-YEAR 2-HOUR RATED LOAD RELIEF VALVE TEST <input checked="" type="checkbox"/> 8.6.4.19 1-YEAR NO LOAD SAFETY TEST <input type="checkbox"/> 8.6.4.20 5-YEAR RATED LOAD SAFETY TEST <input type="checkbox"/> 8.6.4.19 / 8.6.5.14 1-YEAR OPERATION UNDER FIRE AND OTHER EMERGENCY CONDITIONS TEST <input type="checkbox"/> ACCESSIBLE WRITTEN RECORD OF ALL SERVICE AND MAINTENANCE MAINTAINED IN MACHINE ROOM
	R 408.7025	<input type="checkbox"/> 90 DAY SERVICE AND EXAMINATION BY LICENSED ELEVATOR JOURNEYPERSON <input type="checkbox"/> 180 DAY
		* 15 DAYS TO COMPLETE AND PROPER TAG ATTACHED. THE RESULT OF THIS TEST SHALL BE SUBMITTED TO THE BUREAU ON FORM BCC-3277. OVER DUE TAG 8-26-2010 Also SN 48653-48346-48345-47422 JUST BECAME DUE 4-9-16 SN 49121 NOT COMPLETED BY 6-1-16 ELEVATOR WILL BE SEALED OUT OF SERVICE (-1000)
		CORRECTION ORDER RECEIVED BY SENT TO BILLING LICENSED ELEVATOR JOURNEYPERSON PERFORMING WORK
		INSPECTOR'S SIGNATURE [Signature] INSPECTOR'S NUMBER 49 LICENSE NUMBER

I CERTIFY THAT AS OF _____ (Date) FULL COMPLIANCE WAS EFFECTED WITH RESPECT TO ALL OF THE ABOVE REQUIRED CORRECTIVE ACTIONS.

SIGNATURE OF CERTIFIER _____ TELEPHONE NUMBER (Include Area Code) _____

COMPLETE AND RETURN THIS FORM TO THE BUREAU AS SOON AS FULL COMPLIANCE IS EFFECTED

ThyssenKrupp Elevator Americas



WORK ORDER

Date: May 18, 2016

Location: WYOMING CITY WATER
TRTMNT PLNT

Bill To: Wyoming, City Of

Address: 16700 New Holland St
City/State/Zip: Holland , MI 49424-5554

Address: 16700 New Holland St
City/State/Zip: Holland , MI 49424-5554

Scope of Work:

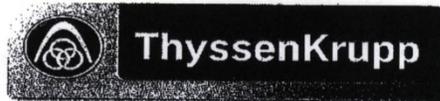
Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

Pressure Test (3 Year) All 4 units

ThyssenKrupp Elevator will perform an 3 year pressure relief test per ANSI A17.1 and provide and install required test tags. These tests impose greater than normal strains on the elevator equipment and related building structure. It is agreed that while conducting these tests, ThyssenKrupp Elevator Corporation will be held harmless for any injury to persons, except employees of ThyssenKrupp Elevator Corporation or damage to building or equipment, except equipment owned by ThyssenKrupp Elevator Corporation.

Purchaser agrees to pay the sum of: Eight Thousand Four Hundred Fifty Dollars (\$8,450.00) plus any applicable sales tax billed in addition to this contract price.

Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.



Terms and Conditions:

Unless stated otherwise elsewhere in this document, the price of this Work Order includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

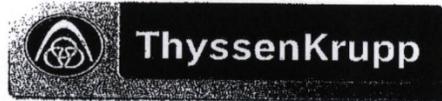
Purchaser's acceptance of this Work Order and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Work Order will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Work Order without the prior written approval of an authorized ThyssenKrupp Elevator manager.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

Purchaser agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during ThyssenKrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than ThyssenKrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against ThyssenKrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

ThyssenKrupp Elevator Americas



In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

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By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate ThyssenKrupp Elevator therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

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ThyssenKrupp Elevator Americas



of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Work Order shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order. In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

ThyssenKrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent ThyssenKrupp Elevator has performed the work described above. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

ThyssenKrupp Elevator Americas



Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

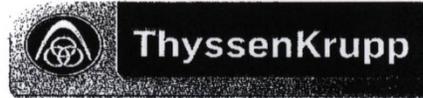
This Work Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator Corporation.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator Corporation manager.

ThyssenKrupp Elevator Corporation	Wyoming, City Of	ThyssenKrupp Elevator Corporation Approval
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Ivana Polakovich Sales Rep Ivana.Polakovich@thyssenkrupp.com +1 616 4378765 _____ (Date Submitted)	Rick Velderman _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	Brett Hoogewind Branch Manager _____ (Date of Approval)

ThyssenKrupp Elevator Americas



SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number:

Please Remit To: thyssenkrupp Elevator Corporation

PO Box 933004
Atlanta, GA 31193-3004

Attn:

Wyoming, City Of
16700 New Holland St
Holland, MI 49424-5554

Terms	Repair Quote No.	Customer Reference No./PO	Date	Reference Number
Immediate	2016-2-234165		May 18, 2016	ACIA-14J1619

Total Contract Price \$8,450.00
Current Amount Due \$4,225.00

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 616 4378765. To make a payment by phone using your check or credit card, please call 972-963-5258 with the reference information provided below.

Thank you for choosing thyssenkrupp Elevator Corporation. We appreciate your business.

Please detach the below section and provide along with payment.

Remit To:

thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta, GA 31193-3004

Customer Number:	25977
Payment Reference Number:	ACIA-14J1619
Quote Number:	2016-2-234165
Remittance Amount:	\$4,225.00

Customer Name: Wyoming, City Of
Location Name: WYOMING CITY WATER TRTMNT PLNT

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM
L3 MOBILE-VISION, INC. TO REPLACE AND/OR UPGRADE
OUTDATED IN-CAR VIDEO CAMERA EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council accept a quotation from L3 Mobile-Vision, Inc. to replace and/or upgrade outdated in-car video camera equipment in the total estimated amount of \$33,353.00.
2. Sufficient funds are available in account #101.305.31500.930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quotation from L3 Mobile-Vision, Inc. to replace and/or upgrade outdated in-car video camera equipment in the total estimated amount of \$33,353.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2016.

ATTACHMENTS:
Staff Report
Quote

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 31, 2016
Subject: L3 In-Car Camera Upgrade
From: Captain Kim Koster
Meeting Date: June 6, 2016

RECOMMENDATION:

It is recommended that the City Council approve the expenditure of \$30,000 in funds for the purpose of replacing and/or upgrading outdated in-car video camera equipment from L3 Mobile-Vision, Inc.

SUSTAINABILITY CRITERIA:

Environmental Responsibility – This proposal will have no impact on the environment or our natural resources.

Social Equity – Maintaining a reliable system for recording interactions between law enforcement and the community serves many important purposes. Video cameras protect the rights and safety of both the police and our citizens as it provides an unbiased account of an incident that is available for review. Accountability to the public is increased when video reviews are used to substantiate or disprove claims of wrongdoing. Videos can also be used as a reliable piece of evidence in court proceedings. Utilizing videos can also assist the department in training officers.

Economic Strength – Without proper maintenance, including upgrades and replacements, the camera system could become outdated and unreliable. This could cause concern for the Public Safety Department and the community if/when the video is not available and needed for review. Maintaining our investment by keeping the equipment in good working order reduces the City's risk of liability.

DISCUSSION:

Due to the age of our current equipment and the fact that newer technology exists, the extended maintenance agreement that has been available for the last several years on our L3 in-car video equipment will soon be discontinued. This means that our current system will essentially be outdated in terms of replacement parts and new equipment. Therefore, we have developed an upgrade/replacement plan that keeps our current equipment in good working order while replacing it with newer, more sophisticated (HD) technology. This is a process that we plan to execute over the next three years.

Our current proposal is a request for the first phase of the replacement project which includes upgrading the backroom equipment and software, installing 5 HD antennas on the building (for automatic uploading of videos), purchasing 30 microphones, chargers, and in-vehicle charging bases (increasing operational range from 900 to 1,400 feet), and upgrading one new camera and antenna with HD technology. As outlined below, this part of the project will cost approximately \$33,353.00.

Equipment Needed	UNIT PRICE	TOTAL COST
Mobile Vision Back Office Solution	\$10,445.00	\$10,445.00
5 Mobile Vision Access Points (antennas)	\$711.55	\$3,557.75
30 Wireless Microphones, In-Car Base, Charger	\$403.75	\$12,112.50
4 Spare Wireless Microphones	\$209.00	\$836.00
4 Spare Microphone Charging bases	\$42.75	\$171.00
1 Mobile Vision In-Car Video Camera	\$3,747.75	\$3,747.75
1 Vehicle Antenna	\$208.00	\$208.00
On-Site Professional Services	\$2,125.00	\$2,125.00
Shipping & Handling	\$150.00	\$150.00
	TOTAL	\$33,353.00

For compatibility purposes, the software and equipment needed to upgrade our system is proprietary and therefore must be purchased from our current vendor, L3 Mobile-Vision, Inc.

BUDGET IMPACT:

The \$33,353.00 in funds needed for the outlined purchases have been provided for in the Public Safety Department’s FY2015/16 budget account #101.305.31500.930.000–Patrol–Repairs and Maintenance.

[It should be noted that the approved FY2016/17 budget includes funds set aside for the next phase of the project which will include the replacement of 8-10 additional in-car video camera systems.]

Attachment: Quote



Mobile-Vision, Inc.

QUOTE

400 Commons Way, Rockaway, NJ 07866
T. 973-453-8562 F. 973-257-3024

Number 204981812

Date May 16, 2016

Sold To	Ship To
----------------	----------------

Wyoming Police Department
Mark Easterly
2300 Dehoop Ave.
Wyoming, MI 49509

Wyoming Police Department
Mark Easterly
2300 Dehoop Ave.
Wyoming, MI 49509

Phone 616-530-7300
Fax 616-249-3403

Phone 616-530-7300
Fax 616-249-3403

Salesperson	P.O. Number	Ship Via	Terms
Mike Ries		None	

Line	Qty	SKU	Description	Unit Price	Ext. Price	Comments
1	1	FBHKUA16Z-22V	FlashbackHD Upgrade Kit, DVR, VLX Upgrade Kit, Optical Zoom Cam, 16GBSD, 22' camera cable	\$3,747.75	\$3,747.75	
2	1	MVD-SMW3C3C2CB	Antenna, Dome Wifi/GPS Thru-Hole Mount, Black, FB3	\$208.00	\$208.00	
3	30	VLXUA	VLX Upgrade kit for existing VLP Customers, contains Wireless Microphone, In-Car Base, and Charger.	\$403.75	\$12,112.50	
4	4	MVD-VLX-TR	VLX-Transmitter, Voice Link eXtended	\$209.00	\$836.00	
5	4	MVD-VLX-CG	VLX-Charging Base, Charges the Transmitter via A/C.	\$42.75	\$171.00	
6	5	MVD-AP-AN-IN	Kit, Indoor AP-802.11n over a or g. Includes antenna, POE injector, POE converter	\$711.55	\$3,557.75	
7	1	DESR717	Kit, includes: Dell Power Edge R630 rack-mountable with dual Intel Xeon E5-2609-V3 Six Core Processors Processors, dual power supplies, 4 Ethernet ports with 17TB storage. Also includes: monitor, keyboard, mouse, USB Card reader, Dell PowerConnect 2808, and 2 Ethernet patch cables.	\$10,445.00	\$10,445.00	
8	1	MVD-TRAN-OPS	On site professional services	\$2,125.00	\$2,125.00	

ESA Approved DJR 5-16-2016

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

SubTotal	33,203.00
Tax	TBD
S&H	150.00
Total	33,353.00

L-3 Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FROM
MIDWEST EMPLOYERS CASUALTY COMPANY
FOR EXCESS LIABILITY COVERAGE FOR WORKERS' COMPENSATION

WHEREAS:

1. CompOne provides third party administration of the City of Wyoming's workers' compensation program.
2. As detailed in the attached staff report, CompOne has received and reviewed quotations for excess liability coverage and recommends acceptance of the quotation number 020276 from Midwest Employers Casualty Company in the amounts as shown on the attached quotation document.
3. It is recommended the City Council accept quotation number 020276 received from Midwest Employers Casualty Company.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept quotation number 020276 from Midwest Employers Casualty Company for excess liability coverage for workers' compensation.
2. The City Council does hereby authorize the City Manager to accept the quotation and to acknowledge acceptance of future agreements 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 June 6, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quotation

Resolution No. _____

STAFF REPORT

DATE: June 1, 2016
SUBJECT: Excess Workers' Compensation Renewal
FROM: Kristen Bosker, Human Resources Specialist

Recommendation:

It is recommended that the quotation for excess liability coverage for workers' compensation from Midwest Employers Casualty Company be accepted.

Sustainability Criteria:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Workers' compensation insurance is a state regulated insurance system that ensures medical bills and lost wages are paid for employees injured on the job or who have work-related diseases or illnesses. The City is self-funded for workers' compensation and purchasing excess insurance protects against unpredicted and catastrophic claims. Obtaining quotations for different excess liability coverage options allows the City to review multiple options as well as current and historical claims to make a recommendation for coverage that best fits the City's needs.

Discussion:

The City contracts with CompOne Administrators for workers' compensation third party administrator (TPA) services. As part of the TPA services, CompOne is responsible for coordinating our excess liability renewals.

The Accident Fund Insurance Company of America (AFC) is our current excess liability provider. AFC has removed excess coverage from their business model and as such did not provide an offer to renew excess liability coverage this year.

CompOne Administrators contacted excess liability carriers and received quotations from Midwest Employers. The attached quotation document includes several coverage options. Mark Hankard, Senior Account Executive from CompOne, Finance, and Human Resources staff reviewed the quotations and recommend the quotation numbered 0202726 (shown first on the attachment) be accepted. This quotation reflects the same retention terms as the City's expiring policy. The following is a summary of the Midwest Employers Casualty Company quotation:

2016-2017

One year agreement
Rate as a percent of payroll: 0.2345
Annual estimated premium: \$57,271
Annual minimum premium: \$51,544

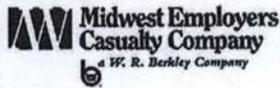
This quotation reflects an increase in the estimated annual premium of \$14,372. Mr. Hankard advised that the workers' compensation marketplace is seeing increases in the development of large

claims and excess carriers and large deductible carriers have been required to increase (across the board) the premiums as well as their retention levels.

Budget:

Funds for the workers' compensation excess liability coverage are budgeted in the City's insurance fund.

Attachment: Quotation



**Excess Workers Compensation
Quotation Sheet**

Insured: City of Wyoming
Policy #:

Policy Effective Date: 07/01/2016
Quote Date: 05/18/2016
Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS					
	0202728	0202867	0202868	0202869	0202870	0202871
Named States	MI	MI	MI	MI	MI	MI
SPECIFIC:						
Specific Limit	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Specific Retention	\$500,000	\$550,000	\$600,000	\$500,000	\$550,000	\$600,000
EMPLOYERS LIABILITY:						
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Employers Liability Retention	See Specific	See Specific	See Specific	See Specific	See Specific	See Specific
AGGREGATE:						
Aggregate Limit	NA	NA	NA	\$5,000,000	\$5,000,000	\$5,000,000
Aggregate Retention	NA	NA	NA	184.38%	190.85%	194.53%
Estimated Aggregate Retention	NA	NA	NA	\$1,101,409	\$1,140,058	\$1,182,041
Minimum Aggregate Retention	NA	NA	NA	\$1,079,381	\$1,117,257	\$1,138,800
Aggregate Loss Limitation	NA	NA	NA	\$500,000	\$560,000	\$600,000
RATING BASE:						
Est. Annual Payroll	\$24,422,658	\$24,422,658	\$24,422,658	\$24,422,658	\$24,422,658	\$24,422,658
Est. Annual Manual Premium	\$597,358	\$597,358	\$597,358	\$597,358	\$597,358	\$597,358
Length of Policy (Years)	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000
Est. Policy Normal Premium	\$597,358	\$597,358	\$597,358	\$597,358	\$597,358	\$597,358
Rate per \$100 of Payroll	.2345	.2143	.1976	9.85%	9.11%	8.46%
PREMIUM:						
Total Est Policy Prd Premium (Including Flat Charges)	\$57,271	\$52,338	\$48,259	\$59,437	\$54,419	\$50,536
Policy Minimum Premium	\$51,544	\$47,104	\$43,433	\$53,493	\$48,977	\$45,483
Deposit Premium	\$57,271	\$52,338	\$48,259	\$59,437	\$54,419	\$50,536
Deposit Flat Charge(s)	NA	NA	NA	NA	NA	NA
Total Deposit Due	\$57,271	\$52,338	\$48,259	\$59,437	\$54,419	\$50,536
Terrorism Risk Ins Act of 2002 (Incl In Total Deposit Due above)	\$1,718	\$1,570	\$1,448	\$1,783	\$1,633	\$1,516

CONDITIONS / COMMENTS:

* MECC must be notified of any aircraft changes occurring during the policy period.



**Endorsement Schedule
Quotation**

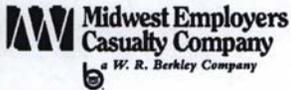
Insured: City of Wyoming
Policy #:

Policy Effective Date: 07/01/2016
Quote Date: 05/18/2016
Quote Expiration Date: 60 Days

The following endorsements apply to all quote options:

CMB-1	Amendment to Schedule Item 1
CMB-11	Amendment to Schedule Item 11
CMB-197	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-MI	Michigan

Note: Our quote is based on the named insured list provided. Any changes to this list must be approved by MECC prior to binding coverage.



**Policyholder Disclosure
Notice of Terrorism
Insurance Coverage**

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is shown below and does not include any charges for the portion of losses covered by the United States Government under the Act.

	<u>0202726</u>	<u>0202867</u>	<u>0202868</u>	<u>0202869</u>	<u>0202870</u>	<u>0202871</u>
TRIA Charge	<u>\$1,718</u>	<u>\$1,570</u>	<u>\$1,448</u>	<u>\$1,783</u>	<u>\$1,633</u>	<u>\$1,516</u>

Name of Insurer: Midwest Employers Casualty Company
 Name of Insured: City of Wyoming



Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Aircraft Exclusion Endorsement

This Policy does not cover any Loss arising out of the ownership, maintenance, operation or use of any aircraft that is leased, owned (in whole or in part) or operated by you, your executive officer(s), director(s), Employee(s), parent company or subsidiary. This exclusion does not apply to regularly scheduled commercial airlines or chartered aircraft.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

ISI-254-EXC (8-13)

Date Printed:



Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 1

Schedule Item 1 is amended to read as follows:

1. Insured:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

Total Manual Premium:
(a) Experience Modification Factor:
(b) Other Modification Factor:
Normal Premium:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Michigan Endorsement

This endorsement applies only to coverage provided by this Policy because Michigan is named in Item 3 of the Schedule Page.

Section A. Self-Insurance of the General Section of this Policy is amended to read as follows:

- A. Self-Insurance.** Our obligations under this Policy are subject to the condition that you are, at the inception of this Policy and shall remain until the end of the Policy Period, authorized to operate as a duly qualified self-insurer, in each State named in Schedule Item 3. If, after the inception of this Policy, the authority shown below in Section I. Cancellation of Part Six – Conditions revokes your authorization to operate as a duly qualified self-insurer, this Policy will apply as if you remain a qualified self-insurer.

Section C. Loss of Part One – Workers' Compensation Excess Indemnity is amended to read as follows:

- C. Loss** under Part One of this Policy means the amount actually paid by you, after deduction of any Recovery, for regular benefits provided under the Michigan Workers' Compensation Law in effect on the date the accident or exposure to disease occurs. Loss shall include, but is limited to, 100% of the following payments:
1. Benefit payments made by you as required by the Michigan Workers' Compensation Law;
 2. Benefit payments, as required in the Michigan Workers' Compensation Law that are due and owing to claimants;
 3. Benefit payments made on your behalf as required in the Michigan Workers' Compensation Law, by a surety under a bond or through the use of other security required by the director;
 4. Payments made by the Michigan Self-Insurers' Security Fund; and
 5. Payments for usual and customary claims allocated loss adjustment expenses as listed in Part Four – Claims, Section L. Reimbursable Claim Handling Expense of this Policy.

Item 3 of Section J. Good Faith Claims Handling and Settlements of Part Four – Claims is amended to read as follows:

3. **Settlement Within Your Retention.** If you are presented with an objectively reasonable opportunity to reach a Full and Final Settlement of a Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim should be settled, then you shall settle it. If a Claim is filed in a State that will not allow a Full and Final Settlement, and you are presented with an objectively reasonable opportunity to reach a partial settlement of the Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim should be settled, then you shall settle it.

Section N. Commutation by Mutual Agreement of Part Four – Claims is deleted in its entirety.



Endorsement Effective:

Policy No.:

Named Insured:

Section C. Bankruptcy or Insolvency of Part Six – Conditions of this Policy is amended to read as follows:

C. Bankruptcy or Insolvency. Your bankruptcy or insolvency shall not relieve us from the payment of any Loss covered by this Policy. After the Retention shown on the Schedule has been paid, payments shall be made by us as if you had not become bankrupt or insolvent but not in excess of the Specific Limit or the Aggregate Limit shown on the Schedule. Payment shall be made to the Trustee in Bankruptcy or as directed by the Michigan Self-Insurers' Security Fund. We shall never make payments below the Retention shown on the Schedule, nor shall our indemnity obligations under this Policy ever be increased or broaden because of your bankruptcy or insolvency.

Section D. Other Insurance of Part Six – Conditions of this Policy is amended to read as follows:

D. Other Insurance. If any other insurance, reinsurance, indemnity agreement or other reimbursement agreement exists protecting you against Loss covered by this Policy, the indemnity coverage afforded under this Policy shall be applied on a pro-rata basis with such other insurance, reinsurance, indemnity agreement or other reimbursement agreement.

Section I. Cancellation of Part Six – Conditions of this Policy is amended to read as follows:

I. Cancellation. You may cancel this Policy by giving us and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date. We may cancel this Policy by giving you and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date. Our mailing of registered notice to your address shown in Schedule Item 2 will be sufficient proof that we cancelled this Policy.

Michigan Department of Licensing and Regulatory Affairs
Workers' Compensation Agency
Self-Insured Programs
P.O. Box 30016
Lansing, Michigan 48909

If by mutual consent we agree with you to cancel this Policy, we will mail to the authority shown above a copy of the cancellation endorsement that you and we have signed.

If this Policy is cancelled, the Policy Period shall end at 12:01 A.M. on the cancellation date. This Policy does not apply to loss or liability which arises out of bodily injury by accident or bodily injury by disease that occurs after the effective date of such cancellation.

In the event of cancellation of this Policy, Final Premium shall be calculated as set forth in Part Five – Premium, Section C. Final Premium of this Policy.



Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

The following section is added to this Policy:

MCLA Section 500.3008 Requirements

In accordance with the requirements of MCLA Section 500.3008, it is agreed that notice given by or on behalf of the Insured to any authorized agent of the Insurer within this State, with particulars sufficient to identify the Insured shall be deemed to be notice to the Insurer; and it is also agreed that failure to give any notice required to be given by this Policy within the time specified herein shall not invalidate any claim made by the Insured if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Policyholder Disclosure Notice of Terrorism Insurance Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your Policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act, is _____, and does not include any charges for the portion of losses covered by the United States Government under the Act.

Name of Insurer: Midwest Employers Casualty Company

Policy Number:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

CMB-197 (1-15)

Date Printed:

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Chemicals for the Drinking Water Plant	Jacobi Carbons, Inc., Cal-Pacific Carbon LLC, Nalco Company, Polydyne, Inc., & Webb Chemical	Bid prices as shown on the attached Staff Report and Tabulation Sheet
Chemicals for the Clean Water Plant	Alexander Chemical Corporation, Webb Chemical, Brenntag Great Lakes, Rowell Chemical Corporation, Haviland Products Company, Kemira Water Solutions, & J S Buxton Chemtrade Chemicals US LLC	Bid prices as shown on the attached Staff Report and Tabulation Sheet
Liquid Polymers	Polydyne Inc., Hexagon Technologies, Inc., Hawkins, Inc., Neo Solutions, Inc., & Solenis LLC	Bid prices as shown on the attached Staff Report and Tabulation Sheet

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2016.

ATTACHMENTS:
Staff Reports
Tabulation Sheets

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 25, 2015
Subject: Water Treatment Plant Chemical Bid Acceptance Recommendation
From: Robert Veneklasen, Water Treatment Plant Operations Supervisor
Meeting Date: June 6, 2016

RECOMMENDATION:

It is recommended that chemical vendor bids be accepted as outlined below for chemicals to be used at the Water Treatment Plant.

SUSTAINABILITY CRITERIA:

Environmental Quality – The use of proper chemicals applied in proper quantities in the water treatment process minimizes the environmental impact of producing the highest quality drinking water for our customers.

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 socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art drinking water and wastewater treatment technologies.

Economic Strength – The solicitation of bids for the chemicals necessary for the water treatment process provides the best value and ensures the lowest rate for our residents and customers.

DISCUSSION:

On May 10, 2016, 10 bids were received for water treatment chemicals and polymers for the Water Treatment Plant 160 invitations to bid were sent to prospective bidders in an effort to obtain the most favorable pricing. It is recommended the following chemical vendor bids be accepted for chemicals to be used at the Water Treatment Plant.

<u>Chemical</u>	<u>Recommended Bidder</u>	<u>Delivered Price</u>
Lignite Powdered Activated Carbon	Jacobi Carbons, Inc.	\$1,200.00
Wood Powdered Activated Carbon	Cal-Pacific Carbon LLC	\$1,060.00
Coagulant Cationic Polymer (A)	Nalco Company	\$11,088.00
Coagulant Cationic Polymer (B)	Polydyne, Inc.	\$8,944.00
Dewatering Cationic Polymer	Polydyne, Inc.	\$445.50
Tetra Potassium Pyrophosphate	Webb Chemical	\$ 61.25

The recommendation is to accept the bids by two vendors for the Powdered Activated Carbon to enable the use of either lignite-based carbon or wood-based carbon, both of which have different characteristics for the control of taste and odor in drinking water. We anticipate use of 20 tons at a total of \$21,200.00. The cost for wood-based carbon per ton is \$18.00 less than last year's bid. The cost for lignite-based carbon is \$380.00 less than last year.

Similarly the recommendation is to accept the bids by two vendors for the coagulant polymer, A and B. This enables use of the most effective product based on treatment conditions for coagulation and agglomeration of suspended solids. We anticipate use of 39 tons for coagulation and 12 tons for dewatering respectively, for a total of \$76,824.00. The cost per unit for coagulation polymer is unchanged for the current vendor and the alternate vendor, Polydyne, is potentially \$2,144.00 less than this year's bid (and last year's, too) by the current vendor, Nalco. The cost per unit for dewatering polymer is \$135.00 less than last year's bid.

The purpose of tetra potassium pyrophosphate is to sequester calcium and magnesium salts from the sodium hypochlorite carrier water solution and deter their collecting on the interior of the piping. This product is used seasonally when we are applying sodium hypochlorite (chlorine) at the intake crib to deter zebra mussel growth. We anticipate use of 0.3 tons at a total of \$735.00. The cost per 50# bag is \$2.50 less than last year's bid.

BUDGET IMPACT:

The water treatment chemicals and liquid polymers are purchased as required throughout the year with funds appropriately budgeted in account number 591-591-55300-740000. The estimated cost of the chemicals listed above is expected to total approximately \$98,759.00.

Drinking Water Plant Chemicals – Tabulation Sheet

	Powered Activated Carbon	Polymer-Liquid Cat-Ionic Polymer (Nalco Co. Cattloc 8103 Plus or approved equal)	Polymer-Liquid Cat-Ionic Polymer (Elhorn Eng. Co. - Cationic Emulsion Polymer (PHI-66121) or approved equal)	Tetra Potassium Pyrophosphate		
	Per Ton	Per Bulk Shipment of 2000 gallons	Per 450 Gallon Drum	Per 50 lb. Bag		
Brenntag Great Lakes	\$1,199.00					
Cal-Pacific Carbon, LLC	\$1,060.00					
Cabot Norit Americas, Inc.	\$1,540.00				Powdered Activated Carbon - 40,000 lb. shipment qty.	
Elhorn Engineering Company				\$78.50		
Hawkins, Inc.		\$12,250.34			See Additional Bid Prices below*	
Jacobi Carbons, Inc.	\$1,200.00					
Nalco Company		\$11,088.00				
Neo Solutions, Inc.		\$11,380.00				
Polydyne Inc.		\$ 8,944.00	\$445.50			
PVS Nolwood Chemicals, Inc.				\$90.00		
Shannon Chemical Corporation				\$105.05		
Standard Purification	\$1,227.00					
Thatcher Company of Montana, Inc.	\$1,078.00					
Univar USA Inc.				\$103.00		Tetra Potassium Phosphate - minimum order 500 lbs.
Webb Chemical Service Corporation				\$61.25		1,000 lb. minimum
Additional Bid Prices						
*Hawkins, Inc.		\$0.7041/lb.			Cationic Polymer - delivered in bulk - Aqua Hawk 6527	
		\$1.25/lb.			Cationic Inverse Emulsion - delivered in 44 lb. drum - Zetag 8812	

STAFF REPORT

Date: May 12, 2016
Subject: Clean Water Plant Chemical Bids
From: Jon Burke, Clean Water Plant Operations Supervisor
Meeting Date: June 6, 2016

RECOMMENDATION:

It is recommended that the following chemical suppliers be awarded bids for water treatment chemicals to be used at the Clean Water Plant.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Although the vast majority of the work of wastewater treatment is accomplished biologically, certain treatment chemicals are required for process control and enhancement, the control of odors, and the disinfection process.

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 socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength – Proper and complete treatment of wastewater depends upon the responsible use of a small number of chemicals. The Clean Water Plant budgets annually for these materials, which can fluctuate in price.

DISCUSSION:

On May 10, 2016, bids were opened for treatment chemicals used at the Clean Water Plant and the Drinking Water Plant following solicitation of bids from approximately 160 companies. After review of the submitted bids, I am recommending City Council approve the following low bids.

Please note that there are two liquid lime quotes. Our current supplier J S Buxton supplied a bid for a product that we have used for over 20 years. The second bid is from a new supplier that may provide a more concentrated and consistent product. It is more expensive but we may be able to use less product as a result. Further lab testing and possibly a larger scale trial run would be needed before we can make that determination. Due to the importance of liquid lime to our land application program and the desire to have a back-up supplier, I would like to approve the bids from J S Buxton as well as Chemtrade Chemicals US LLC.

Chemical	Recommended Bidder	Cost (includes delivery)
Sulfur Dioxide	Alexander Chemical Corporation	\$798.00/ton
Sodium Hydroxide (bulk)	Webb Chemical	\$4,598.00/3,000 gal
Sodium Hydroxide (drum)	Brenntag Great Lakes	\$134.90.00/55 gal
Sulfuric Acid	Rowell Chemical Corporation	\$3,275.00/2,500 gal
Muriatic Acid	Haviland Products Company	\$39.96/148-lb drum \$84.80/55 gallon drum
Ferric Chloride	Kemira Water Solutions	\$419.10.00/ton
Liquid Slurried Lime	J S Buxton	\$116.76/ton
Liquid Slurried Lime	Chemtrade Chemicals US LLC	\$118.00/ton
Chlorine	Alexander Chemical Corporation	\$342.00/ton

Polymers are very unique chemicals and there are literally thousands of different proprietary formulations. We use polymers as a dewatering agent in our waste activated sludge dewatering process. Again this year we recommend awarding bids to all of the polymer suppliers, which will give us the flexibility to use different formulations as the characteristics of our waste activated sludge change seasonally.

Polymer	Recommended Bidder	Cost (includes delivery)
Clarifloc CE-1731	Polydyne Inc.	\$0.99/pound
WY-23	Hexagon Technologies, Inc.	\$1.54/pound
Zetag 8849FS, 8848FS & 8818	Hawkins, Inc.	\$1.25/pound
NS 4407	Neo Solutions, Inc.	\$1.35/pound
Praestol K275FLX	Solenis LLC	\$0.98/pound

The attached tabulation of bid sheets shows the bid prices for polymers and chemicals.

BUDGET IMPACT:

Following is a cost comparison showing chemical costs from the prior fiscal year. As you can see, most of the chemicals actually had a decrease in cost this year. The only increase was for liquid slurried lime which is used for pathogen reduction in our bio-solids so that they can be land applied.

Chemicals	2015-2016 Price	Budgeted Increase	2016-2017 Bid	Actual Difference
Ferric Chloride	\$472.00/ton	5%	\$419.10/ton	-12.6%
Sulfur Dioxide	\$817.00/ton	5%	\$798.00/ton	-2.4%
Sodium Hydroxide (bulk)	\$5,085.00/3,000 gallons	5%	\$4,598.00/3,000 gallons	-10.6%
Sodium Hydroxide (drum)	\$145.00/55 gallon	5%	\$134.90/55 gallon	-7.5%
Sulfuric Acid	\$3,638.50/2,500 gallons	5%	\$3,275.00/2,500 gallons	-10.7%
Muriatic Acid	\$41.44/drum	5%	\$39.96/drum	-3.7%
Liquid Lime	\$86.07/ton	5%	\$116.76/ton	25.4%
Wy-23 Polymer	\$1.54/pound	5%	\$1.54/pound	0.0%
Chlorine	\$400.00/ton	10%	\$342.00/per ton	-17.0%

Clean Water Plant Chemicals – Tabulation Sheet

	Liquid Slurried Lime	Aqueous Iron (Ferric) Chloride	Liquefied Sulfur Dioxide	Sodium Hydroxide		Sulfuric Acid	Muriatic Acid	Chlorine		
	Per Ton	Per Ton	Per Ton	Per 3,000 Gallons	Per 55 Gallon Drum (In quantities of 2 drums per order)	Per 2,500 Gallons Delivered	Per 148 lb. Drum	Per 55 gallon Drum	Per Ton Delivered	
Alexander Chemical Corporation, A Carus Company			\$ 798.00	\$5,010.00	\$148.55	\$4,131.00			\$ 342.00	
Brenntag Great Lakes				\$5,124.00	\$134.90	\$3,578.00	\$ 39.98	\$ 88.00		Sodium Hydroxide - 55 gallon drum per bid price per 4 drum delivery. Muriatic Acid - 148 lb. drum bid price per 4 + drums and 55 gal. drum bid price per 2 + drums
Chemtrade Chemicals US LLC	\$118.00									Liquid Slurried Lime - price equates to \$393.33 per dry ton for conversion purposes only.
Haviland Products Company				\$5,065.50	\$145.00	\$3,544.33	\$ 39.96	\$ 84.80		
JCI Jones Chemical, Inc.				\$4,800.00					\$ 400.00	
J.S. Buxton LLC	\$116.76									
Kemira Water Solutions		\$ 419.10								per dry ton delivered
PVS Nolwood Chemicals, Inc.				\$4,690.00	\$154.00	\$3,600.00	\$ 80.00	\$150.00		
PVS Technologies, Inc.		\$ 540.00								
Rowell Chemical Corporation				\$4,680.00		\$3,275.00				
Univar USA Inc.				\$4,914.00	\$160.60		\$180.75	\$202.13		Muriatic Acid-drum is for 135#
Webb Chemical Service Corp.		\$ 460.00		\$4,598.00	\$141.50	\$3,286.25	\$ 54.98	\$104.00		

Liquid Polymers - Tabulation Sheet			
	Product Description	Bid Price (per lb.)	Drum Size (lbs)
Hawkins, Inc.	Zetag 8849FS- Anionic Flocculent	\$1.25	441 lbs.
	Zetag 8848FS	\$1.25	441 lbs.
	Zetag 8818	\$1.25	441 lbs.
Hexagon Technologies, Inc.	Hexagloc WY-23	\$1.54	440 lbs.
Neo Solutions, Inc.	Hexafloc WY-23 NS 4407	\$1.35	450 lbs.
Polydyne Inc.	Clarifloc CE-1731	\$0.99	450 lbs.
Solenis LLC	Praestol K275FLX	\$0.98	450 lbs.

ORDINANCE NO. 8-16

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE
OF THE CITY OF WYOMING BY ADDING SUBSECTION (102) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (102) thereto, to read as follows:

- (102) To zone 60 acres I-1 Light Industrial acquired through a P.A. 425 Agreement with Byron Township. The property is located at the southeast corner of Burlingame Avenue and 60th Street SW.

LEGAL DESCRIPTION:

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.

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

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

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 8-16

April 26, 2015

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request to assign an I-1 Light Industrial zoning to 60 acres of land obtained from Byron Township through a Public Act 425 agreement. The property is located at the southeast corner of Burlingame Avenue and 60th Street, SW.

Recommendation: To approve the subject zoning request.

Dear Ms. Vandenberg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 19, 2015. A motion was made by Weller, supported by Woodruff, to recommend to City Council approval of the zoning request. The motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

The City of Wyoming has entered into a Public Act 425 agreement with Byron Township to transfer 60 acres of land into the City. A tax sharing between the two communities will occur for 50 years. The property is unable to be serviced by public utilities from Byron Township, but can be serviced from those within the City. The terms of the PA 425 agreement specify that the property shall be used for industrial purposes. The property was zoned Rural Residential in Byron Township which is not transferable. The City and Township have previously entered into several PA 425 agreements for properties on the north side of M-6.

The surrounding properties in the City of Wyoming are used for industrial purposes and are zoned I-3 Planned Industrial. The City of Wyoming Land Use Plan 2020 identifies the properties under consideration as being suitable for industrial purposes (see attached). The I-3 zoning is effectively I-1 Light Industrial zoning for allowable uses, but has a greater requirement for landscaping and building façade treatments along Gezon Parkway. The properties will only have access to 60th Street due to the elevated ramp on Burlingame Avenue to cross over M-6. 60th Street only extends between Burlingame Avenue and Clyde Park Avenue and is not a major thoroughfare. In addition, due to the properties having a depth of only 250 feet from 60th Street to the transmission line corridor, the viable lot sizes (see attached) along the frontage will be substantially less than 2 acres required in an I-3 district, but would comply with the I-1 Light Industrial

MAYOR
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AT-LARGE COUNCILMEMBER
Sam Bolt
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2ND WARD COUNCILMEMBER
Richard K. Pastoor
3RD WARD COUNCILMEMBER
Joanne M. Voorhees
CITY MANAGER
Curtis L. Holt

minimum requirement of one acre. For these reasons, the I-1 Light Industrial zoning is considered by staff and the property owners to be more suitable than the nearby I-3 Planned Industrial zoning.

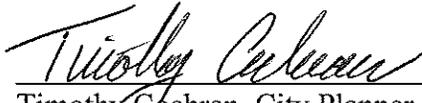
It is noted that these properties surround a 1.1 acre property that is not included in the PA 425 agreement. That property is currently being used as a residence and will remain in Byron Township for the foreseeable future.

Conformance with the City of Wyoming Sustainability Principals:

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

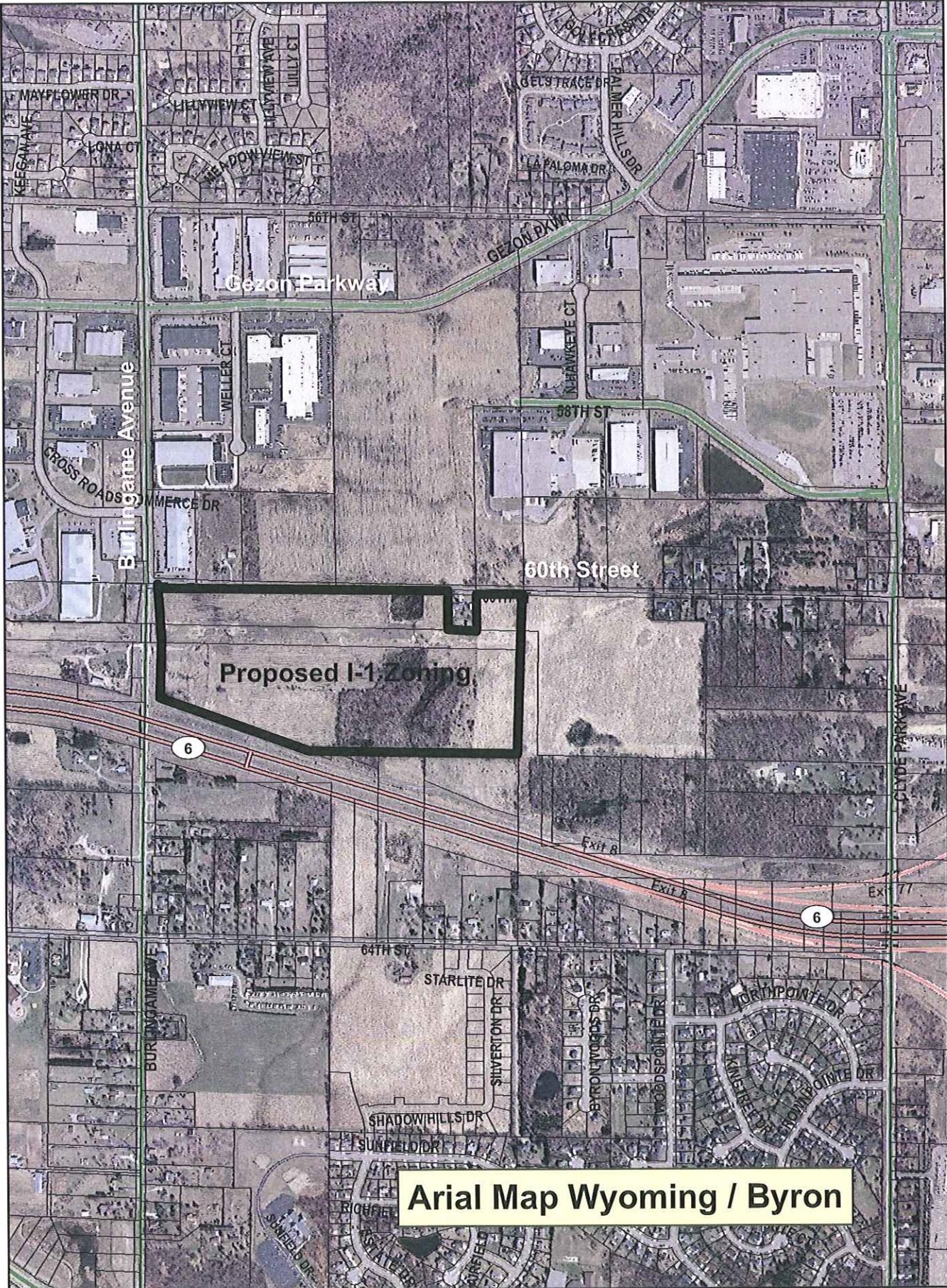
The proposed I-1 Light Industrial zoning will provide for the 60 acres to be developed to substantially enhance the City tax base and provide for significant employment. Such development will contribute to the city's economic and social strength. The proposed zoning conforms to the City of Wyoming sustainability principals.

Respectfully submitted,



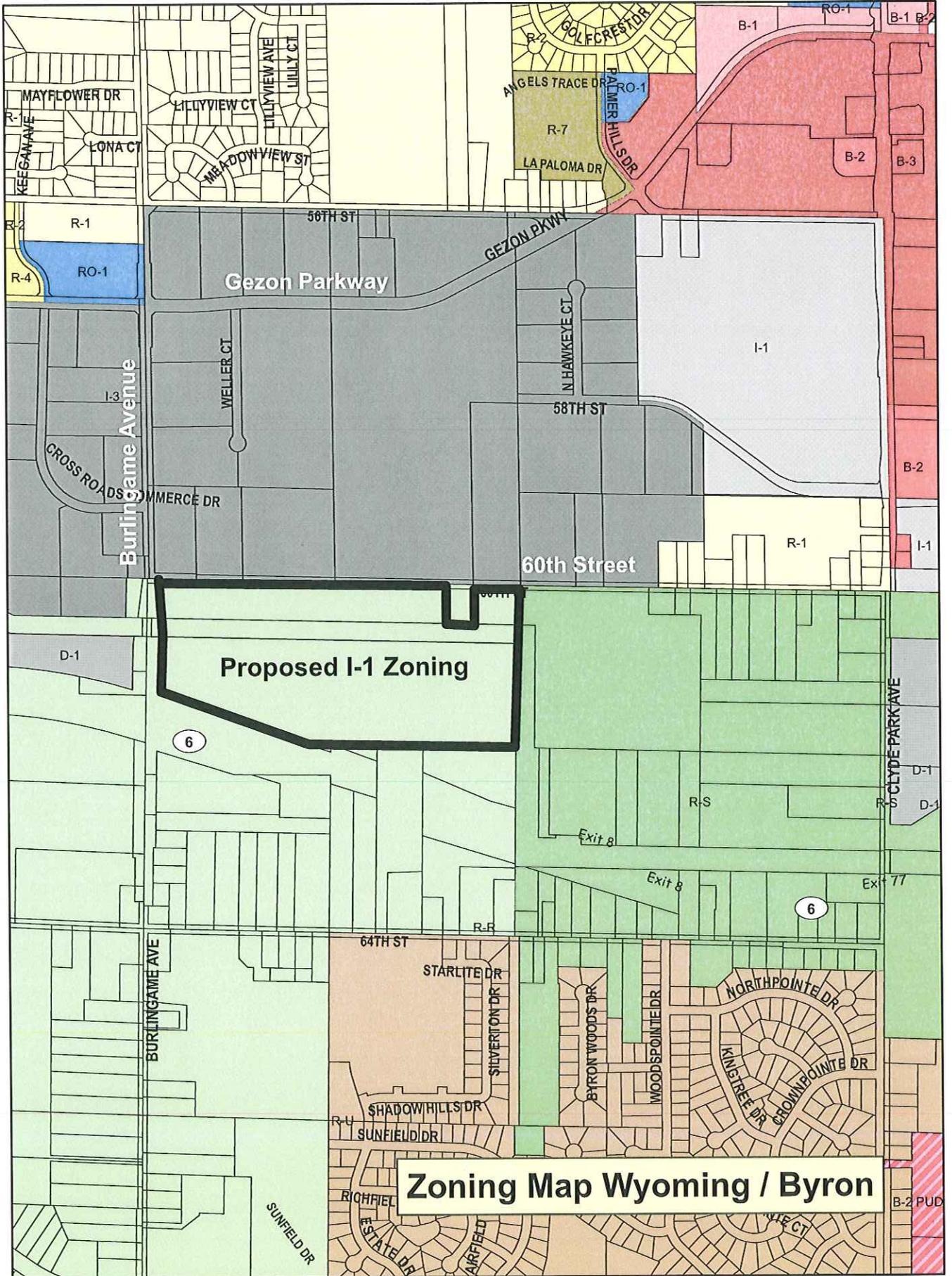
Timothy Cochran, City Planner
Planning and Development Department

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



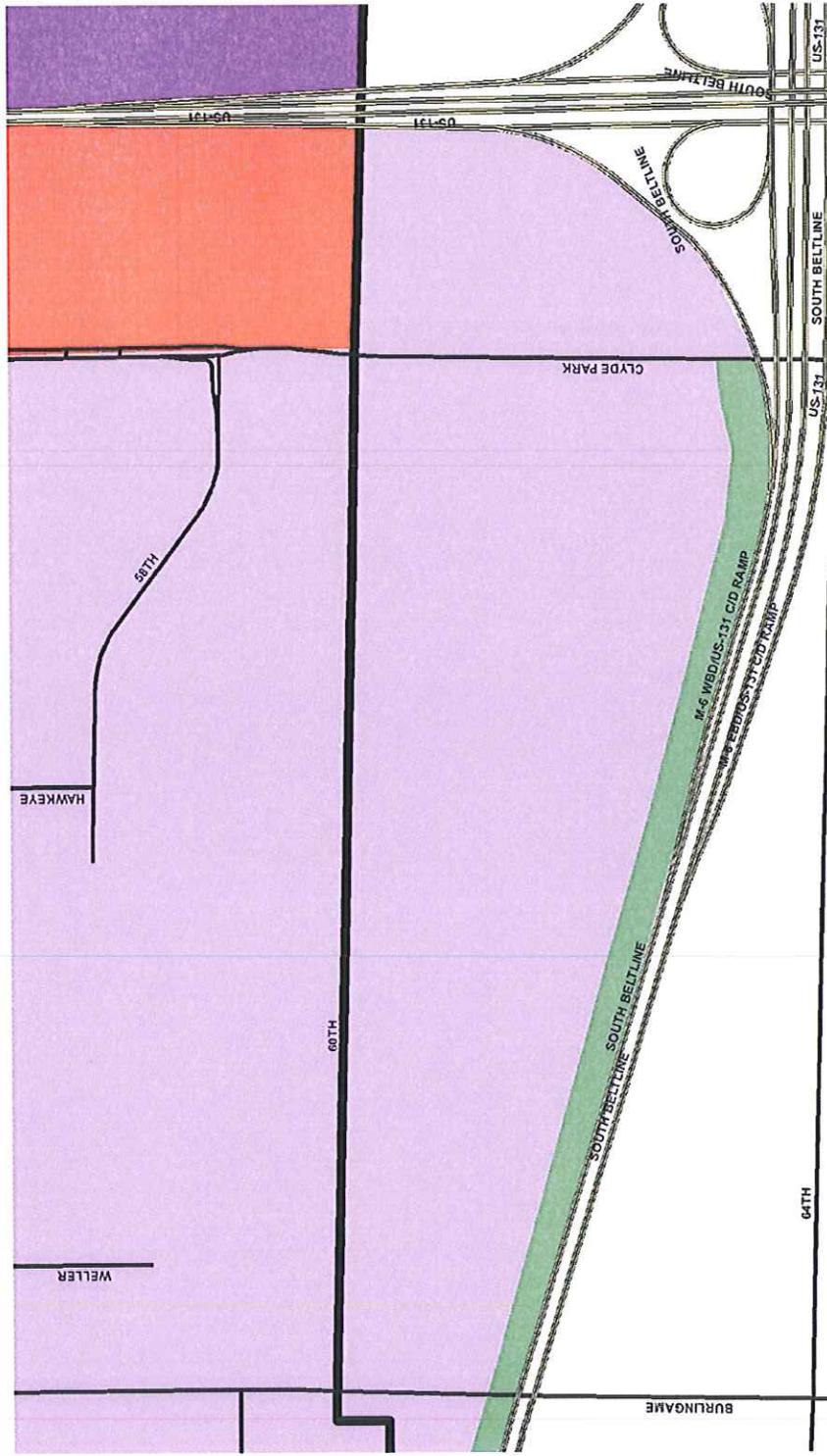
Proposed I-1 Zoning

Aerial Map Wyoming / Byron



Zoning Map Wyoming / Byron

FUTURE LAND USE
CITY OF WYOMING LAND USE PLAN 2020



- Future Land Use Categories**
- Low Density Residential (up to 3.5 units/ac.)
 - Mixed Residential (up to 4 units/ac.)
 - Low-Medium Density Residential (3.5 to 6 units/ac.)
 - Medium-High Density Residential (6 to 16 units/ac.)
 - High Density Residential (16+ units/ac.)
 - Neighborhood Commercial
 - Office Service
 - Community Commercial
 - Downtown Center
 - Mixed Use
 - Division Avenue Commercial
 - Medical Village
 - Business Industrial
 - General Industrial
 - Parks & Open Space
 - Schools
 - City Buildings

60th Street Corridor

Future Land Use

City of Wyoming
Kent County, WY

December 2005

LSI Planning, Inc.
Data Sources:
REGIS
Michigan Center for Geographic Information

