

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, SEPTEMBER 19, 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 September 6, 2016
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - a) Budget Amendment No. 20 – To Appropriate \$5,013.50 of Budgetary Authority to Provide Funding for the Purchase of GoBus Tickets and Recognize the Associated Grant and Ticket Revenue for the End of the 2016 Grant Year
- 14) Consent Agenda**
- 15) Resolutions**
 - a) To Authorize Members of the City Council to Attend the Government Matters Annual Legislative Luncheon
 - b) To Support Passage of 9-1-1 Surcharge
 - c) For Election to Comply with Section 4 of Public Act 152 of 2011
 - d) To Consider an Application from William Karadchy (d/b/a Windy City Grille, LLC) for a New Tavern Licensed Business to be Located at 5751 Byron Center Avenue SW, Wyoming 49519, Kent County, Michigan
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - e) To Authorize the Mayor and City Clerk to Enter into a Contract with the Area Agency on Aging of Western Michigan, Inc. (AAAWM) in Support of Older Adult Transportation and to Authorize the Related Budget Amendment (Budget Amendment No. 21)
 - f) To Accept a Proposal from Underwater Construction Corporation for Diving Services
 - g) To Award a Bid for Sidewalk Snowplowing (2016-2019) to JND Snowplowing Inc. (Budget Amendment No. 22)

- h) To Award a Bid for Cul-De-Sac Snowplowing (2016-2019) to Jack's Lawn Service & Snowplowing and Pro-Mow Lawn Care LLC (Budget Amendment No. 23)
- i) To Accept a Proposal for Software & Software Support Services
- j) To Authorize the Purchase of a Copier/Printer/Scanner from Sharp Using the National Joint Powers Alliance (NJPA) Contract Pricing and to Authorize the Mayor and City Clerk to Execute the Maintenance Agreement

17) Ordinances

12-16 To Amend Division 3 of Article II of Chapter 86 of the Code of the City of Wyoming (Cross Connections) (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
GOVERNMENT MATTERS ANNUAL LEGISLATIVE LUNCHEON

WHEREAS:

1. The Government Matters Annual Legislative Luncheon will be held on September 19, 2016.
2. It is the desire of the City Council that Wyoming be represented at the luncheon.

NOW, THEREFORE, BE IT RESOLVED:

1. Members of the Wyoming City Council are hereby authorized to attend the Government Matters Annual Legislative Luncheon on September 19, 2016.
2. Councilmembers will submit their expense reports at the conclusion of the luncheon for approval at the next regular City Council meeting.

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 September 19, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION SUPPORTING PASSAGE OF 9-1-1 SURCHARGE

WHEREAS:

1. The Kent County Board of Commissioners approved a proposal to Kent County voters to be placed on the November 2016 general election ballot to increase the 9-1-1 surcharge to \$1.15 per month per phone line so residents with one phone would pay approximately \$13.80 per phone each year in support of 9-1-1 emergency dispatching services.
2. Those providing emergency services in Kent County currently operate on 8 different radio systems that cannot directly communicate with one another so that first responders (police, deputies, firefighters and emergency medical technicians) from different agencies cannot directly communicate during emergencies, even when responding to the same call.
3. Some emergency personnel now carry multiple devices in order to talk to various responding agencies, significantly increasing the likelihood of miscommunication and even breaks in communication.
4. Amounts collected if voters approve the increase in the 9-1-1 surcharge would enable Kent County to purchase communications towers and 800 MHz equipment which would put all dispatchers and emergency personnel in Kent County on the Michigan Public Safety Communications System, eliminating the need for multiple radio systems.
5. A surcharge is a user fee paid by phone users, all of whom are potential users and are therefore beneficiaries of the 9-1-1 caller system.
6. Sixty-six of the 83 counties in Michigan levy a surcharge to fund 9-1-1 dispatch services with the average surcharge levied being \$1.46 per month.
7. A total of 22 counties levy a property tax millage in order to fund 9-1-1 dispatch services, and 12 counties levy both a surcharge and a property tax millage to fund 9-1-1 dispatch services.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming supports the proposed increase in the 9-1-1 surcharge to \$1.15 per month per phone line and the use of the increased surcharge to pay costs for upgrading to 800 MHz dispatching technology and fire dispatching services.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, hereby rescinded.

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 September 19, 2016.

 Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION FOR ELECTION TO COMPLY WITH
SECTION 4 OF PUBLIC ACT 152 OF 2011

WHEREAS:

1. Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans.
2. Section 4 of the Act provides that each year, by a majority vote of its governing body, a public employer may elect to comply with the Act by not paying more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees and elected public officials, instead of complying with the specified dollar amount "hard caps" under Section 3 of the Act.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby elect to comply with Section 4 of Public Act 152 of 2011 instead of Section 3.

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 September 19, 2016.

ATTACHMENTS:
Memorandum
Public Act 152

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: Curtis Holt, City Manager

From: Kim Oostindie, Director of Human Resources

Date: September 13, 2016

Re: Compliance with PA 152

Attached is the resolution that we bring to Council each year, to comply with Public Act 152 of 2011, the Publicly Funded Insurance Contribution Act. This Act establishes limits on a public employer's expenditures for employee medical benefits plans. An annual resolution is required under the Act.

The City Council has elected to comply with the Act by not paying more than 80% of the total annual costs of the medical plan, instead of complying with the State specified dollar amount "hard caps." All employment contracts and agreements now include language requiring employees to contribute 20% toward the cost of their health insurance.

PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT
Act 152 of 2011

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

The People of the State of Michigan enact:

15.561 Short title.

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.562 Definitions.

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer or a public employer's contributions to a fund used for the sole purpose of funding health care benefits that are available to a public employee or an elected public official only upon retirement or separation from service.

(f) "Medical benefit plan costs" does not include a payment by the public employer to an employee or elected public official in lieu of medical benefit plan coverage and, for a medical benefit plan coverage year beginning after the later of January 1, 2014 or the effective date of the amendatory act that added this subdivision, includes, but is not limited to, all of the following:

(i) Any amount that the public employer pays directly or indirectly for the assessment levied pursuant to the health insurance claims assessment act, 2011 PA 142, MCL 550.1731 to 550.1741.

(ii) Insurance agent or company commissions.

(iii) Any additional amount the public employer is required to pay as a fee or tax under the patient protection and affordable care act, Public Law 111-148, as amended by the federal health care and education reconciliation act of 2010, Public Law 111-152.

(g) "Medical benefit plan coverage year" means the 12-month period after the effective date of the contractual or self-insured medical coverage plan that a public employer provides to its employees or public officials.

(h) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are

defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 269, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 269 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature and is curative and retroactive as to the exclusion of funding for health care benefits that are available only upon either retirement or separation from service from the definition of medical benefit plan and as to the exclusion of payments in lieu of medical benefit plan coverage from medical benefit plan costs."

15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.

Sec. 3. (1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) shall be \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage and shall be adjusted each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 270 of 2013 provides:

"Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."

15.564 Public employer contribution to medical benefit plan; limitation on percentage of annual costs; allocation of employees' share of total costs.

Sec. 4. (1) By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles, other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. For purposes of this section, each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 271, Imd. Eff. Dec. 30, 2013.

15.565 Collective bargaining agreement or other contract in effect; inconsistent terms.

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for 1 or more employees of a public employer on September 27, 2011, the requirements of section 3 or 4 do not apply to an employee covered by that contract until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 27, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 272, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 272 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature that September 27, 2011 is the date on and after which a new contract must comply with this act. This amendatory act is curative and applies retroactively."

15.566 Deduction by public employer.

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.567 Applicability of requirements to medical benefit plans of public employees and elected public officials; scope; effect of certain sections found to be invalid.

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.568 Exemption from act; extension; exceptions.

Sec. 8. (1) By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year.

(2) A 2/3 vote of the governing body of the local unit of government prior to the beginning of each succeeding medical benefit plan coverage year is required to extend an exemption under this section.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

(5) An exemption under this section is not effective for a city with a population greater than 600,000.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 273, Imd. Eff. Dec. 30, 2013;—Am. 2014, Act 184, Imd. Eff. June 20, 2014.

15.569 Noncompliance by public employer; penalty.

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

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

RESOLUTION NO. _____

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

called to order by Mayor Poll on September 19, 2016 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

William Karadchy (d/b/a Windy City Grille, LLC) for a new Tavern licensed business to be located at 5751 Byron Center Avenue SW, Wyoming 49519, Kent County

be considered for APPROVAL "above all others"
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

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

RECOMMENDED for issuance
(Recommended or not Recommended)

State of Michigan)

County of Kent)

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

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

meeting held on September 19, 2016 .
(Date)

SEAL

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

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

Resolution No. _____

MEMORANDUM
City of Wyoming, Michigan

TO: Mayor and City Councilmembers

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

FROM: Kelli A. VandenBerg, City Clerk

DATE: September 12, 2016

RE: Application for Tavern Liquor License
Windy City Grille, LLC, 5751 Byron Center Avenue SW

William Karadchy (d/b/a Windy City Grille, LLC) has applied for a new Tavern liquor license for an established business at 5751 Byron Center Avenue SW. Windy City Grille has been in operation in this location since 2008. A review of the application was requested from the Police Department, City Treasurer, Chief Building Official and the City's Development Review Team. All entities have reviewed the application and have indicated approval.

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

CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

APPLICANT: <u>WILLIAM KARADCHY (WINDY CITY GRILLE, LLC)</u> <small>(Same name on application to the Liquor Control Commission.)</small>		<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION
BUSINESS LOCATION ADDRESS: <u>5751 BYRON CENTER AVE</u> <u>WYOMING, MI 49519</u>	BUSINESS MAILING ADDRESS: <u>5751 BYRON CENTER AVE</u> <u>WYOMING, MI. 49519</u>	PHONE: <u>616-261-2489</u> ALTERNATE PHONE: <u>616-309-0000</u>
LICENSE REQUESTED: <input checked="" type="checkbox"/> TAVERN <input type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL	D/B/A/ (name used to advertise/market) <u>N/A</u>	EMAIL: <u>Karadchy@spcglobal.net</u> FAX: _____
WILL THE PROPOSED BUSINESS OCCUPY A(N): <input checked="" type="checkbox"/> EXISTING BUILDING <input type="checkbox"/> NEW BUILDING	DO YOU: <input type="checkbox"/> OWN BUILDING <input checked="" type="checkbox"/> LEASE BUILDING BUILDING OWNER: <u>Spica Properties, LLC</u>	ARE FURNITURE & FIXTURES: <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: <u>William Karadchy</u>		FURNITURE & FIXTURE OWNER: <u>Windy City Grille, LLC</u>
NAME OF BANK FOR BUSINESS ACCOUNT: <u>Huntington Bank</u>		
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: NAME: <u>Ed Meyers</u> ADDRESS: <u>1297 Katrina St.</u>		
NAME OF PERSON COMPLETING APPLICATION: <u>William Karadchy</u>	TITLE OF PERSON COMPLETING APPLICATION: <u>Member/Manager</u>	
SIGNATURE: <u>Will Kar</u>	DATE: <u>7-6-16</u>	

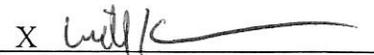
ATTACH:

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

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

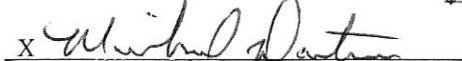
NAME: <u>William Karadchy</u>	TITLE <u>Managing Member</u>
RESIDENT ADDRESS: <u>8937 Joshua Drive</u> <u>Jenison, Michigan 49428</u>	PHONE: <u>616-309-0000</u>
SOCIAL SECURITY NUMBER:	DATE OF BIRTH:
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>29</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: <u>None. This business has been in continuous operation in the City of Wyoming for almost (8) years.</u>	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you ever been convicted of any criminal act? <input type="checkbox"/> Yes - describe state, county and date of conviction <input checked="" type="checkbox"/> No	

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

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

State of Michigan
Ken County

Subscribed and sworn to before me on this 6th day of July, 2016.

X 

Signature of Notary
Michael Dantuma
 Printed Name

My commission expires: 03/10/2018

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): WILLIAM KARADCHY (D/B/A WINDY CITY GRILLE, LLC)	PROPOSED LICENSE LOCATION: 5751 BYRON CENTER AVENUE SW WYOMING, MI 49519
LICENSE TYPE: TAVERN	

BUILDING INSPECTOR

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

Jeff Keppel
Jeff Keppel, Building Official

Date: 8/24/16

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): WILLIAM KARADCHY (D/B/A WINDY CITY GRILLE, LLC)	PROPOSED LICENSE LOCATION: 5751 BYRON CENTER AVENUE SW WYOMING, MI 49519
LICENSE TYPE: TAVERN	

CITY TREASURER

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

Yes No

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

Andrea Boot
Andrea Boot, Treasurer

Date: Aug 18, 2016

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): WILLIAM KARADCHY (D/B/A WINDY CITY GRILLE, LLC)	PROPOSED LICENSE LOCATION: 5751 BYRON CENTER AVENUE SW WYOMING, MI 49519
LICENSE TYPE: TAVERN	

DEVELOPMENT REVIEW TEAM

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

- approval
 denial

of the license application by the City Council.

Comments: _____

(Explain recommendation for denial)

Huda A. Isahon
Development Review Team

Date: 9/1/16

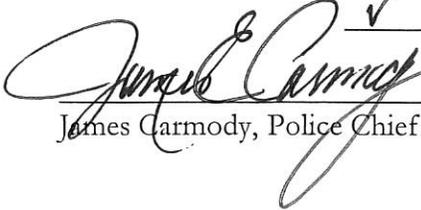
LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): WILLIAM KARADCHY (D/B/A WINDY CITY GRILLE, LLC)	PROPOSED LICENSE LOCATION: 5751 BYRON CENTER AVENUE SW WYOMING, MI 49519
LICENSE TYPE: TAVERN	

POLICE DEPARTMENT

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

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


James Carmody, Police Chief

Date: 9-9-16

RESOLUTION NO. _____

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

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens.
2. The City of Wyoming and AAAWM seeks to establish a contract to provide certain services with state and federal funding for a period of October 1, 2016 ending September 30, 2019.
3. The City of Wyoming has applied to obtain annual funding under said contract effective October 1, 2016 through September 30, 2017.
4. The Board of Directors of AAAWM voted to award the City of Wyoming said contract with an initial annual budget amount of \$14,150 to provide transportation services for older adults.

NOW THEREFORE BE IT RESOLVED:

1. The City of Wyoming recognizes the total awarded grant amount of \$14,150 and authorizes the Mayor and City Clerk to enter into a contract to provide services by accepting such funding from the AAAWM.
2. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 19, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Contract Amendment

STAFF REPORT

Date: September 6, 2016

Subject: Contract & Grant Award for Transportation Assistance Program

From: Rebecca Rynbrandt, Director of Community Services

Cc: Eric Tomkins, Recreation Supervisor

Meeting Date: September 19, 2016

RECOMMENDATION:

It is recommended that the City Council approve a contract with the Area Agency on Aging of Western Michigan to provide older adult transportation assistance. The contract includes a grant award in the amount of \$14,150 to provide for the continuance of the Wyoming Senior Center's Older Adult Transportation Assistance Program.

SUSTAINABILITY CRITERIA:

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

Economic Strength – Through grant support, we will be able to subsidize over 8,000 Go! Bus rides for area older adults. Program participant's use tickets to attend the Wyoming Senior Center and to perform activities of daily living and contribute to the local economy. Participant surveys indicated that Go! Bus tickets are used to: improve quality of life, access medical appointments, obtain food and other services.

DISCUSSION:

Our application for continuation funding in support of senior citizen transportation needs has met with success. Area Agency on Aging of Western Michigan (AAAWM) Board of Directors voted in favor of granting a contract renewal for Fiscal Years 2017 through 2019 in support of our Go! Bus subsidized ticket program. Annual grants during the period of the contract are subject to available funding. The contract presented here includes an initial annual award of \$14,150, a 7.75% increase over last year's award.

Older Americans Act dollars which funds this program become available October 1, 2016. We were pleased that the program's merits and the vital service it provides to area older adults continue to be recognized by the AAWM. This innovative program is one of many such programs offered by the Community Services' Wyoming Parks and Recreation Department in support of area older adults and is administered out of the Wyoming Senior Center.

BUDGET IMPACT:

An additional \$14,150 will be leveraged to provide for transportation services for older adults. The attached budget amendment has been prepared by the Finance Department.

###

FY 2017 - 2019
CONTRACT FOR SERVICES TO OLDER ADULTS
UNDER TITLE III OF THE OLDER AMERICANS ACT
AND/OR OLDER MICHIGANIANS ACT

This Contract is between the **Area Agency on Aging of Western Michigan, Inc. (AAAWM)**, a Michigan non-profit corporation, whose address is 3215 Eaglecrest Drive, NE, Grand Rapids, Michigan 49525, and **City of Wyoming (Service Provider)**, a Michigan municipality, whose address is P.O. Box 905, 1155 - 28th Street SW, Wyoming, MI 49509.

AAAWM has entered into a contract with the Michigan Aging & Adult Services Agency ("AASA") for a grant under the Older Americans Act of 1965 as amended (the "Act").

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

AAAWM and Service Provider mutually agree as follows:

1. Authority to Enter Contract

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

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

2. Performance and Scope of Services

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

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

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

3. Client Eligibility

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

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

4. Term

This Budget is for a period beginning on October 1, 2016 and ending on September 30, 2017.

5. Contract Modification

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

6. Payment

For providing services under this Contract, Service Provider shall receive up to **\$14,150 (Fourteen thousand one hundred fifty and 00/100 dollars)**. Reimbursement will be only for actual, reasonable and allowable costs under the terms of this Contract. Service Provider shall expend any and all payments solely for the purpose(s) specified in this Contract.

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

The Budget(s), stated on Attachment(s) I-A, is incorporated into and made part of this Contract.

7. Local Match

Service Provider agrees to provide Local Match in the amount of **\$1,572 (One thousand five hundred seventy-two and 00/100 dollars)**, as shown in the Budget(s), Attachment(s) I-A, dated August 15, 2016.

8. Audits

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

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

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

9. Services Publicized

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

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

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

10. Property

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

11. Recordkeeping

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

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

12. Access to Records

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

13. Confidentiality

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

14. Conflict of Interest

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

15. Disclosure of Information

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

16. General Compliance

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

17. Compliance with Civil Rights Laws

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

18. Safety

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

19. Hold Harmless/Notification of Litigation

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

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

20. Reduction or Termination of Contract

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

- (a) there is any alteration or change in the rules, regulations, laws, or policies that AAAWM and/or AASA are subject to; or

- (b) there is any termination or reduction in the allocation or allotment of funds provided to AAAWM for the purposes of this Contract.

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

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

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

21. Closeout

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

22. Disputes

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

23. Independent Contractor

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

24. Assignment or Subcontract

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

25. Indemnity

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

Service Provider shall exonerate, indemnify, and hold AAAWM harmless, from and against, and shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under

unemployment insurance, Social Security, and income tax laws, with respect to Service Provider and its employees. AAAWM shall not be held liable for any liabilities, penalties, forfeitures, or for any damage to the goods, property or effects of the Service Provider, or for any other persons, not for personal injury to or death of them, caused by or resulting from any negligent act or omission of the Service Provider.

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

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

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

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

26. Continuing Right of Enforcement

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

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

27. Liability for Damages and Disallowed Costs

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

28. Notice and Entire Agreement

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

AAAWM:
Area Agency on Aging of Western Michigan, Inc.
3215 Eaglecrest Dr. NE
Grand Rapids, Michigan, 49525
Attention: Jackie O'Connor, Executive Director

SERVICE PROVIDER:

City of Wyoming

P.O. Box 905

1155 - 28th Street SW

Wyoming, MI 49509

Attention: Rebecca L. Rynbrandt, Director of Community Services

29. Governing Law

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

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

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

Area Agency on Aging of Western Michigan, Inc.

By: Art Adleman
Art Adleman, Chairperson

Date: July 25, 2016

Service Provider: City of Wyoming

By: _____
Authorized Signature

Date: _____

Approved as to Administrative Form

By: Jackie O'Connor
Jackie O'Connor, Executive Director
Area Agency on Aging of Western Michigan, Inc.

Date: 8-26-16

Contract No. 51.98 - FY17.1

Area Agency on Aging of Western Michigan
Access / Community Services Budget

Attachment I - A
Date: 8/15/16
Prepared by: Molly Remenap

Contractor Name: City of Wyoming
Access/Community Service: Transportation - Public
Geographic Area to Serve: Kent County
Budget Period: FY 2017
Contract #: 51.98 - FY17.1

I. Funding Summary:		Amount:
1. Federal Funds Awarded (IIB, IID, IIE, IIEAP, VII)		\$14,150
2. State Funds Awarded (SAC, SIH, SRC, TSRP, SCS)		\$14,150
3. Total AAAWM Funds Awarded		\$1,572
4. 10% Cash/In-kind Match (Required)		\$1,572
Source of Cash Match:	Amount:	
4a. Total Local Cash Match		\$0
Source of In-Kind Match:	Amount:	
City of Wyoming		\$1,572
4a. Total Local In-Kind Match		\$1,572
5. Other Resources: (Describe below)	Amount:	\$0
6. TOTAL Program Funding		\$15,722

II. Total Per Unit Cost:		AAAWM \$	Other Resources \$
<i>(List amounts used in the provision of one AAAWM-funded unit)</i>			
1. Direct Service Workers' Costs and Expenses			
2. Supplies/Equipment for Direct Service Provision		\$0.54	
3. Administration and fundraising Expenses		\$3.50	
4. Other: Occupancy, Communication, Other (describe below)			
<i>Description of Overhead Expenses</i>			
Other-Occupancy			
Other-Communications			
Other-			
Other-			
Total Unit Cost includes AAAWM funds, match & other resources		\$4.04	
5. Cost Per AAAWM Unit		\$4.04	
6. Less 10% Unit Match		\$0.40	
7. Unit Rate to Be Paid by AAAWM to Service Provider		\$3.64	

III. Contracted Units		Amount	Units
1. AAAWM Funds		\$14,150	3,892
2. Program Income		\$7,000	1,923
3. Cost Share		0	0
4. TOTAL		\$21,150	5,815

For each of the following, provide an estimated number of persons to be served with the budgeted funds.

Clients	80
Clients who are caregivers	
Clients with income less than or equal to 100% of poverty:	60
Clients under 60 years of age:	
Clients over 75 years of age:	41
Minority clients:	10
Frail/Disabled clients (3 or more ADLs and/or IADLs):	45

IV. One-Time Budget		Total Amount
AAAWM AWARD (Reimbursement Due)		
Description (Itemize)	Amount	
10% Match Required		\$0
Description (Itemize)	Amount	
1. Cash:		
2. In-Kind:		
Total Expenses		\$0

AAAWM AWARD TOTAL = \$14,150

Area Agency on Aging of Western Michigan
Older Americans Act Funding Distribution
October 1, 2016 – September 30, 2017

Funding as of: July 25, 2016

City of Wyoming

Service	Source	CFDA	Award
Transportation - Public	IIIB	93.044	\$14,150
	Total Funding		\$14,150

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.

REPROGRAMMING & REDISTRIBUTION POLICY

Definitions

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

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

“Redistribution” means the process of AAAWM reallocating Captured funds to another Service Provider.

REPROGRAMMING & REDISTRIBUTION

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

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

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

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

1. The Service Provider must be notified in writing at least ten (10) calendar days prior to the Board of Directors meeting, at which time the Capture issue will be considered.

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

Procedures for Redistribution of Captured Funds

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

Application Type	Application Requirements
1. Current Service Providers desire additional funds for currently funded services.	<ol style="list-style-type: none"> a. Narrative explaining why added funds are needed and how added funds will be used. b. A budget for the additional funds. c. Confirmation of added Local Match.
2. Current Service Providers desire funds for a new service.	Submission of an abbreviated application provided by AAAWM.
3. New Service Providers	Submission of a complete proposal.

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

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

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

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

ASSURANCE OF COMPLIANCE WITH APPLICABLE LAWS

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

Service Program Standards

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

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

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

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

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

The undersigned HEREBY AGREES THAT it will comply with the Equal Opportunity requirements of Executive Order 1979-4 issued by the Governor September 7, 1979; Executive Order 1983-4 issued by the Governor March 3, 1983; the Michigan Civil Rights Act, P.A. 453 of 1976, as amended; the Michigan Handicappers' Civil Rights Act, P.A. 220 of 1976, as amended; and the Americans with Disabilities Act, P.L. 101-336, 1990; Title VI of the Civil Rights Act of 1964 (P.L. 88-52), the Michigan Handicapper's Civil Rights Act of 1975 (P.S. 220), and the Elliott-Larsen civil Rights Act of 1975 (P.A. 453, Section 209) and will comply with requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45.C.F.R. Part 80) issued pursuant to

that title to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the undersigned receives Federal or state financial assistance from AAAWM, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

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

Authorized Signature

Title

Date

Full Name (Type or Print)

EFFECTIVE DATE: _____

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

1. Name and Address of Service Provider:

City of Wyoming

1155 28th St SW

Wyoming, MI 49509

Signatures of individuals authorized to sign service reports and financial reports

2. Signature/Typed Name and Title:

a)	b) 
Name Rosa Ooms	Name Rebecca Rynbrandt
Title Deputy Finance Director	Title Director of Community Services
c)	d)
Name Kate Balfourt	Name Melissa Specht
Title Accountant	Title Office Specialist
e)	f) 
Name Nancy Bazan	Name Eric Tomkins
Title Accountant	Title Recreation Supervisor

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

Signature of Service Provider Chairperson

Date

Name Jack Poll

Title Mayor

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

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM
UNDERWATER CONSTRUCTION CORPORATION FOR DIVING SERVICES

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council accept a proposal from Underwater Construction Corporation for diving services for cleaning of the north and south intake cribs in the total estimated cost of \$10,062.00.
2. Sufficient funds are available in the Water Utility Repairs and Maintenance account number #591-591-55300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Underwater Construction Corporation for diving services in the total estimated amount of \$10,062.00.

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 September 19, 2016.

ATTACHMENTS:

Staff Report
Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 1, 2016
Subject: Proposal to Clean Intake Cribs
From: Tom Wilson, Utility Maintenance Manager
Date of Meeting: September 19, 2016

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Underwater Construction Corporation for diving services for the cleaning of the north and south intake cribs located in Lake Michigan at a cost of \$10,062.00.

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. By performing these diving services, we insure that our drinking water plant can continue to provide safe water to 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 social economic status. All residents enjoy access to services provided by our water and wastewater utilities.

Economic Strength – Regular and proper inspection and maintenance of the city’s intake and pipeline contributes to the quality of our drinking water; and by seeking the lowest cost for this task, the Utility Department is insuring that we get the best value for this necessary service. This results in the lowest rates possible for our residents and customers.

DISCUSSION:

In the spring of 2016 Underwater Construction performed our annual inspection of the 66” water intake line to determine the condition of the line. During their inspection it was noted that a large amount of zebra mussels had attached themselves to both north and south intake cribs and should be removed. To perform this task it is necessary to dive and enter into our intake line and clean them both from the inside and outside of the crib. After cleaning the cribs they will remove the spoils by pumping them to the outside of the crib. This cleaning operation is expected to take approximately 1-2 days.

BUDGET IMPACT:

Sufficient funds are available in the Water Utility Repairs and Maintenance Account #591-591-55300-930000.

ATTACHMENTS:

Underwater Construction Corporation Quote



WORLDWIDE LEADER IN COMMERCIAL DIVING
FOR OVER FORTY YEARS

Price Sheet No: 1	UCC Proposal L-1754	Date: February 10, 2016
Prepared By: Jerry Pena	Project Title: Diving Services - City of Wyoming: Intake Crib Cleaning	
Submitted To: Mr. Rick Velderman	Project Location: Lake Michigan: Offshore of Holland, MI - Intake Structure Crib	
City of Wyoming Water Treatment Plant Rick Velderman Water Plant Superintendent 16700 New Holland Road Holland, MI 49424 616-399-7847 rvelderman@wyomingmi.gov	Proposal Basis: *Budgetary Price Based on Rates Below	
	Personnel: UCC would provide: Six (6) Person Crew	Maximum # of divers in the water at a time: Two (2)
	1 Captain 3 Diver Mechanic 2 Tender	

Proposed Services:
Underwater Construction Corporation (UCC) appreciates the opportunity to provide the City of Wyoming Water Treatment Plant with Proposal L-1754 for the 2016 intake crib cleaning.

UCC's invoicing will be in accordance with rates provided below.

Scope of Services:
a) Pressure wash both North & South intake cribs.
b) Pump and remove zebra mussel debris from inside intake crib.
c) UCC will utilize a 4" gas trash pump for debris removal operations.
d) Spoils will be discharged onto the lake bottom outside the intake crib.
e) Cleaning operation is expected to take 1-2 days to complete. UCC will notify client if a third day of cleaning is required.
F) UCC will provide the City of Wyoming Water Treatment Plant with a comprehensive written report to include a DVD recording as submittals upon completion of the project.

UCC has assumed that the City of Wyoming Water Treatment Plant or others will provide the following to support the previously stated services:
<Operation support and red tagging of equipment, as required.
<Unrestricted access to the work area.
<GPS Coordinates for the location of the Lake Michigan Intake Structures.

Equipment: UCC included use of the following equipment. Additional equipment will be invoiced at our current equipment rates during the time of services.

1 Shallow Water Dive Package	1 * John "E" Dive Vessel
1 6,500 Watt Generator	
1 Outland U/W Video System w/Audio Time/Date C	
1 * 4" portable trash pump (gas) w/intake & dischar	
2 Penetration Diving Umbilical 1000-1500'	
8 NITROX Gas Bottles (Each)	
1 Floating Man Stretcher/Stokes Litter Basket	
1 AED	
1 CO Monitor	
1 Dan O2 Kit	
1 Velocity Meter/Flow Meter	

No.	Description	Rate	Qty.	Sub-Total
1.01	UCC's Round Trip Mobilization Rate (does not include onsite services) per occurrence is:	\$ 512.00	1	\$ 512.00
1.02	UCC's Daily Rate for the first eight (8) hours worked each day, Monday-Friday is:	\$ 4,775.00	2	\$ 9,550.00
1.03	UCC's Daily Rate for the first eight (8) hours worked on Saturdays is:	\$ 6,275.00		\$ -
1.04	UCC's Daily Rate for the first eight (8) hours worked on Sundays and holidays is:	\$ 7,775.00		\$ -
1.05	UCC's Hourly Overtime Rate (applicable after eight [8] hours Monday-Saturday) is:	\$ 563.00		\$ -
1.06	UCC's Hourly Double-Time Rate (applicable after eight [8] hours Sundays and holidays) is:	\$ 750.00		\$ -
1.07		\$ -		\$ -
1.08		\$ -		\$ -
1.09		\$ -		\$ -
1.10		\$ -		\$ -

*Materials and Consumables that are not included will be invoiced at cost plus: **10%**
*Third Party Services and Equipment that are not included will be invoiced at cost plus: **10%**
***TOTAL PRICE \$ 10,062.00**

***TAXES ARE NOT INCLUDED, *ADDITIONAL TERMS AND CONDITIONS APPLY, *PRICING IS VALID FOR 90 DAYS**

Signed: *Jerry Pena*

Michigan / 4295 N. Roosevelt Road / Stevensville MI 49127 / www.uccdive.com
P: (800) 422-3935 / F: (269) 429-6579 / C: (269) 921-9002 / jpena@uccdive.com



Price Sheet No:	T&C	UCC Proposal L-1754	Date:	February 10, 2016
Prepared By:	Jerry Pena	Project Name:	Diving Services - City of Wyoming: Intake Crib Cleaning	
Submitted To:	Mr. Rick Velderman	Project Location:	Lake Michigan: Offshore of Holland, MI - Intake Structure Crib	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 1** Except as expressly provided herein, UCC makes no other warranty or guarantee of any kind, express or implied, including any warranty of merchantability of products or for suitability of products selected or requested by others for the intended purpose.
- 2** Budgetary pricing has been based on the proposed man loading and assumed schedule. It is not to be construed, whether expressed or implied, as a firm-fixed price or a not-to-exceed value for a specific scope of services.
- 3** All open shop services will be invoiced based on a minimum eight (8) hour day Monday through Friday at the straight time rate. Overtime hours are billable after eight (8) hours Monday through Friday and for all hours worked on Saturdays. Double-time will be invoiced for all hours worked on Sundays and Holidays as listed below.
- 4** UCC-recognized company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, any customer holidays that differ from UCC's will be considered UCC holidays.
- 5** Emergent services, defined as services requested and response required within twenty-four hours, may be subject to premium time charges (i.e., shop time, travel time, site hours and travel expense).
- 6** Signed manifests for time and material services or signed delay sheets are considered a customer's formal acceptance of work performed. Signed manifests and delay sheets shall also be used for final invoicing by UCC.
- 7** UCC will have U/W video available; however, this equipment's effectiveness is limited by in-water visibility.
- 8** By accepting UCC's proposal with these terms and conditions attached, you are accepting UCC's terms and conditions as identified herein.
- 9** Starting time for services shall be mutually agreed upon in advance and is subject to the availability of UCC's personnel and equipment.
- 10** Unless otherwise stated in a previously established contract, services will not be provided until the customer signs and returns this quote, or issues a purchase order referencing this quote in its entirety.
- 11** If a project is canceled after UCC's personnel have been mobilized, travel and/or material charges will be applicable. Related charges will be invoiced in accordance with the existing service contract or as identified in the proposal.
- 12** UCC management and safety departments will solely determine whether conditions are conducive to safe diving operations per UCC's Safe Practices Manual.
- 13** UCC assumes that the flow rate will allow for safe diving. If at any time the current velocity exceeds two (2) feet per second, the UCC management and safety departments shall be contacted prior to diving. Diving operations will not resume until hazardous conditions have been made safe. UCC is not responsible for project delays due to hazardous conditions.
- 14** In accordance with all Federal and State OSHA Commercial Diving Rules and Regulations 1910, Subpart T, 29 CFR 1910.425.3 and ADUT International Consensus Standards for Commercial Diving and Underwater Operations, if a site hazard analysis reveals unforeseen conditions, additional personnel may be required and the project cost would increase accordingly. Such conditions will be communicated in advance to the customer.
- 15** UCC is liable for their employees; client is responsible for any individual, including himself, herself, or any invitee or other contractors around UCC's work site and our equipment.
- 16** Client is responsible for having permits in place, if required. If permits, bonding, or additional insurance are required to be supplied by UCC, additional costs would be invoiced as additional services.
- 17** Unless otherwise stated, UCC is not responsible for liquidated or consequential damages.
- 18** UCC understands that prevailing wages will not apply on this project; therefore, pricing is based upon compensating our personnel in accordance with our in-house wages.
- 19** All-inclusive daily rates, if provided, will not be prorated for partial day services, unless expressly agreed to in advance.
- 20** All pricing, as offered, excludes any applicable sales and/or use tax. For any services performed outside the state of CT, UCC is not responsible for collecting of/or remittance of sales tax.
- 21** Invoices for services will be submitted monthly or upon completion and are payable in full within thirty (30) calendar days. Past due accounts are subject to 1.5% interest per month (18% per annum) on the unpaid balance as well as any costs and expenses including legal fees incurred by UCC to collect any amount due hereunder.
- 22** In the event an invoice is not paid within our terms, or within previously agreed upon terms, it is UCC's policy to file a lien following 60 days of delinquency.
- 23** UCC's proposal is valid for sixty (60) days from date of issuance unless otherwise noted.

Sign: _____

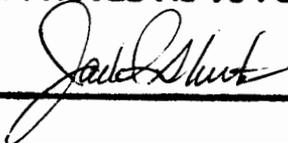
Date: _____

Billing Address: _____

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (860) 767-0612, or PDF via email to Marketing@underwater.com. By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

AN EQUAL OPPORTUNITY EMPLOYER

APPROVED AS TO FORM:



RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR SIDEWALK SNOWPLOWING (2016 – 2019)
TO JND SNOWPLOWING INC.

WHEREAS:

1. On August 30, 2016, the City received one bid for Sidewalk Snowplowing (2016 – 2019).
2. It is recommended that the City Council award the bid to JND Snowplowing Inc., for a seasonal rate of \$304,868 for fiscal year 2017, \$310,965 for fiscal year 2018 and \$317,185 for fiscal year 2019.
3. Sufficient funds are available in the Sidewalk Fund, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to JND Snowplowing Inc. for Sidewalk Snowplowing for fiscal years 2017, 2018 and 2019.
2. 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 September 19, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Bid Tabulation

STAFF REPORT

DATE: September 13, 2016

SUBJECT: Award of Bid – Sidewalk Snowplowing (2016 – 2019)

FROM: Jodie A. Theis, Contracts and Procurement Supervisor

Date of Meeting: September 19, 2016

RECOMMENDATION

The Public Works Department recommends that the City Council award the Sidewalk Snowplowing (2016-2019) bid to the sole bidder, JND Snowplowing Inc., for fiscal years 2017, 2018 and 2019 per the seasonal rates shown on the bid tabulations.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. Sidewalk snowplowing has minimal impact upon environmental quality.

Social Equity

Sidewalk snowplowing is provided throughout the City without regard to income level or socio-economic status. The sidewalk snowplowing program ensures that all sidewalks are open and passable within 24-hours of a snow event and ensures safe passage for all users.

Economic Strength

Sidewalk snowplowing allows the Public Works Department to provide high quality sidewalk maintenance. High quality maintenance allows the Public Works Department to maintain the City's aesthetics which sustains public and private property values and provides a safe means for pedestrians to commute in winter, aiding in the economic strength of the community.

DISCUSSION

The Public Works Department provides a sidewalk snowplowing service for the sidewalks and non-motorized trails throughout the City of Wyoming. The contract includes the supervision, labor, equipment and traffic control required to snowplow approximately 383 miles of sidewalks and non-motorized trails. Maintaining the City's sidewalks is an important function in sustaining the City's aesthetics and safety and has a positive impact on property values.

On August 30, 2016, the City received one bid for sidewalk snowplowing. Fifty notices to bidders were sent out. The seasonal rate of sidewalk plowing for 2016 – 2017 is \$304,868, the seasonal rate for 2017 – 2018 is \$310,965 and the seasonal rate for 2018 – 2019 is \$317,185. The 2016 – 2017 seasonal rate is an increase of 12% from the previous three-year bid.

BUDGET IMPACT

A budget amendment moving \$5,000 from the Sidewalk Fund Balance to the Sidewalk Snow Removal Account: 211-441-44200-930.000 is necessary.

BID TABULATIONS

CITY OF WYOMING, MICHIGAN - TABULATION OF BIDS			
SIDEWALK SNOWPLOWING (2016 - 2019)			
Opened By <u>City Clerk</u> On <u>August 30, 2016</u> At <u>11:00 a.m o'clock</u>			
Bidder	2016 - 2017	2017 - 2018	2018 - 2019
JND Snowplowing, Inc.	\$304,868.00	\$310,965.00	\$317,185.00

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR CUL-DE-SAC SNOWPLOWING (2016 – 2019)
TO JACK'S LAWN SERVICE & SNOWPLOWING AND PRO-MOW LAWN CARE LLC.

WHEREAS:

1. On August 30, 2016, the City received two bids for Cul-De-Sac Snowplowing (2016 – 2019).
2. It is recommended that the City Council award the cul-de-sac snowplowing bid to the low bidder for Zones 1 and 3, Jack's Lawn Service & Snowplowing, Inc., and to the low bidder for Zones 2 and 4, Pro-Mow Lawn Care LLC., for fiscal years 2017, 2018 and 2019.
3. The seasonal rate, for up to nine plowing events, is \$117,636.
4. Sufficient money is available in the Local Street Fund, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to Jack's Lawn Service & Snowplowing and Pro-Mow Lawn Care LLC. for cul-de-sac snowplowing for fiscal years 2017, 2018 and 2019.
2. 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 September 19, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Bid Tabulation

STAFF REPORT

DATE: September 13, 2016

SUBJECT: Award of Bid – Cul-De-Sac Snowplowing (2016 – 2019)

FROM: Jodie A. Theis, Contracts and Procurement Supervisor

Date of Meeting: September 19, 2016

RECOMMENDATION

The Public Works Department recommends that the City Council award the cul-de-sac snowplowing bid to the low bidder for Zones 1 and 3, Jack's Lawn Service & Snowplowing, Inc., and the low bidder for Zones 2 and 4, Pro-Mow Lawn Care LLC., for fiscal years 2017, 2018 and 2019 per the seasonal rates shown on the bid tabulations.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. Cul-de-sac snowplowing has minimal impact upon environmental quality.

Social Equity

Cul-de-sac snowplowing is provided throughout the City without regard to income level or socio-economic status. The cul-de-sac snowplowing program ensures that cul-de-sacs are open and passable.

Economic Strength

Cul-de-sac snowplowing allows the Public Works Department to provide high quality street maintenance. High quality maintenance allows the Public Works Department to maintain the City's aesthetics which sustains public and private property values and provides a safe means for commuting in winter, aiding in the economic strength of the community.

DISCUSSION

The Public Works Department provides a cul-de-sac snowplowing service for approximately 490 City owned cul-de-sacs and shovel-sacs within the City. Wyoming will plow approximately 150 of these locations using existing staff and equipment. The remaining 338 cul-de-sacs and shovel-sacs will require an outside contractor to perform snowplowing service, including the supervision, labor, equipment and traffic control for such services.

On August 30, 2016, the City received two bids for cul-de-sac snowplowing. Fifty notices to bidders were sent out. The seasonal rate for up to nine plowing events is \$117,636 for each fiscal year 2017, 2018 and 2019. Over the past three years, there has been an average of nine times per season that cul-de-sacs were plowed, and the contracted portion of cul-de-sac plowing has cost approximately \$45,000. In the previous years, the cul-de-sac plowing was bid as a per snow event cost. However, in order to receive competitive bids and align the City with private

snowplowing industry trends, the cul-de-sac plowing bid was revised to be a seasonal rate with a per-event cost if more than nine plowing events were needed.

BUDGET IMPACT

A budget amendment is required for the Local Street Winter Maintenance Account: 203-441-47800-930.000.

BID TABULATIONS

CITY OF WYOMING, MICHIGAN - TABULATION OF BIDS		
CUL-DE-SAC SNOW PLOWING (2016 - 2019)		
Opened By <u>City Clerk</u> On <u>August 30, 2016</u> At <u>11:00 a.m. o'clock</u>		
	Jack's Lawn Service & Snowplowing, Inc.	Pro-Mow Lawncare LLC
SEASONAL RATE UP TO (9) PLOWING EVENTS		
2016-2017		
ZONE #1	\$29,484.00	\$31,135.00
ZONE #2	\$23,517.00	\$23,115.00
ZONE #3	\$29,133.00	\$31,026.00
ZONE #4	\$36,504.00	\$35,904.00
2017 - 2018		
ZONE #1	\$29,484.00	\$31,135.00
ZONE #2	\$23,517.00	\$23,115.00
ZONE #3	\$29,133.00	\$31,026.00
ZONE #4	\$36,504.00	\$35,904.00
2018 - 2019		
ZONE #1	\$29,484.00	\$31,135.00
ZONE #2	\$23,517.00	\$23,115.00
ZONE #3	\$29,133.00	\$31,026.00
ZONE #4	\$36,504.00	\$35,904.00
COST FOR EACH PLOWING EVENT REQUIRED AFTER (9) PLOWING EVENTS		
2016-2017		
ZONE #1	\$3,276.00	\$3,460.00
ZONE #2	\$2,613.00	\$2,570.00
ZONE #3	\$3,237.00	\$3,450.00
ZONE #4	\$4,056.00	\$4,000.00
2017 - 2018		
ZONE #1	\$3,276.00	\$3,460.00
ZONE #2	\$2,613.00	\$2,570.00
ZONE #3	\$3,237.00	\$3,450.00
ZONE #4	\$4,056.00	\$4,000.00
2018 - 2019		
ZONE #1	\$3,276.00	\$3,460.00
ZONE #2	\$2,613.00	\$2,570.00
ZONE #3	\$3,237.00	\$3,450.00
ZONE #4	\$4,056.00	\$4,000.00
COST FOR EACH ADDITIONAL CUL-DE-SAC	\$39.00	\$45.00
MAXIMUM NUMBER OF ZONES TO MAINTAIN	2	2

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
FOR SOFTWARE & SOFTWARE SUPPORT SERVICES

WHEREAS:

1. As detailed in the attached Staff Reports, it is recommended the City Council accept a proposal from BS&A Software for the purchase of business licensing software and services modules in the total estimated amount of \$24,780.00.
2. Support services are included for one year with the purchase of the software modules.
3. Sufficient funds for the purchase are available in account number 101-215-21500-956000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the proposal from BS&A Software for the purchase of business licensing software and services modules in the total estimated amount of \$24,780.00.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals of the support service for the business licensing software and services modules 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 September 19, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports
Proposal

Resolution No. _____

STAFF REPORT

DATE: September 13, 2016
SUBJECT: City of Wyoming – Clerks Office – Business License Software
FROM: Pat Firestone, Director of Information Technology
MEETING DATE: September 19, 2016

RECOMMENDATION:

The Information Technology department supports the recommendation of the Clerk's office for City Council to accept the proposal from BS&A Corporation, for a Business License Module, to include equipment, software, and implementation.

SUSTAINABILITY CRITERIA:

Environmental Quality – Approval of this bid does not significantly impact environmental quality.

Social Equity – The switch to BS&A for business licensing will provide a proven solution for a required and needed process, for the City of Wyoming, with additional functionality provided by the upgrade.

Economic Strength – BS&A fully integrates with current City BS&A software and hardware currently in-place, thus not requiring additional hardware for implementation of this product.

DISCUSSION:

Information Technology staff have met with Kelli VandenBerg to discuss and review the proposal by BS&A, for a Business License module, to add to our current BS&A portfolio of software services. The proposed hardware and software is fully-compatible with current City of Wyoming technology, allowing implementation with no technology upgrades required. BS&A is a current vendor of the City of Wyoming which will make implementation much easier and efficient, offering an extensive and defined project and implementation methodology which helps to ensure a successful installation of the product. In reviewing the product and compatibility, this appears to be an excellent solution for the City of Wyoming.

BUDGET IMPACT:

Funding for this vendor selection is addressed in the staff report submitted by Kelli VandenBerg, City Clerk.

End of Report.

STAFF REPORT

Date: September 13, 2016
Subject: BS&A Business Licensing Software Proposal
From: Kelli VandenBerg, City Clerk
Cc: Curtis Holt, City Manager
Pat Firestone, Director of Information Technology

Meeting Date: September 19, 2016

RECOMMENDATION:

It is recommended that the City Council accept a proposal from BS&A Software for business licensing software and services per the proposal dated June 14, 2016.

SUSTAINABILITY CRITERIA:

Environmental Quality – Acceptance of this proposal does not significantly impact this criterion.

Social Equity – Implementation of the BS&A software for the processing of new business licenses and business license renewals will expand payment options and enable businesses to view license history and status online, creating a more user-friendly experience for licensed businesses in the City of Wyoming.

Economic Strength – Acceptance of this proposal does not significantly impact this criterion.

DISCUSSION:

The City of Wyoming Code of Ordinances requires the licensing of certain businesses and requires the renewal of those licenses on an annual basis. Based on this requirement, the City Clerk's Office licenses nearly 1,800 businesses each year. While several BS&A modules have been added in recent years, Wyoming's business licensing continues to be processed through the New World software. Each upgrade or change to the existing software results in a growing number of nuances or challenges with the licensing process. Additionally, the current process of receipting between the Clerk's Office and the Treasurer's Office is made more complex and time consuming due to the use of different software systems.

The BS&A software has several appealing features, including enhanced business license records and history with the ability to develop unique user-driven fields, better reporting capabilities and improved functionality between the Treasurer's and Clerk's staff in payment processing.

The BS&A tax and assessing modules have been in use since 2004 and the cash receipting and general ledger modules were implemented in 2012. The overall experience with BS&A in the use of these other modules has been very good and the purchase and implementation of this module suggests the opportunity exists to improve customer service and efficiency for the business licensing process as well.

With Council approval, we would look for implementation and training to occur after completion of the Presidential Election in November and before significant business license renewal activities begin in February. This BS&A software module have been reviewed with the Information Technology Department and has received support from Information Technology staff.

BUDGET IMPACT:

This proposal includes the BS&A business licensing software, support and services to convert existing licenses to the new software. The estimated cost of the business license module is \$24,780. Funds to purchase the software are available in account 101-215-21500-956.000.

Proposal for Software and Services, Presented to...

City of Wyoming, Kent County MI

June 14, 2016

Quoted by: Dan J. Burns, CPA



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

BS&A Software
14965 Abbey Lane Bath MI 48808
(855) BSA-SOFT / fax (517) 641-8960
bsasoftware.com

Contents

Please return all pages, retaining a copy for your records.

Cost Summary; Totals.....	3, 4, 5
Annual Service Fees.....	6
Optional Items.....	7
Acceptance.....	8
Contact Information.....	9

Attachments

Please retain for your records.

Hardware Requirements
SQL Server Pricing



Cost Summary

Application and Annual Service Fee prices based on an approximate parcel count of 25,695. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

Applications, New Purchase

Business License .NET	\$7,500
AccessMyGov/Business License	\$5,000
Please select the features you would like to use:	
<input checked="" type="checkbox"/> <u>View My Activity (always enabled)</u> : Enables businesses to view a history of their licenses, renewals, and business information changes.	
<input type="checkbox"/> <u>License Application and Business Management</u> : Enables businesses to submit license applications, pay for business renewal fees, and edit business information online. This feature requires the Payment of Fees feature.	
<input type="checkbox"/> <u>Payment of Fees</u> : Enables businesses to pay fees online (see "Payment Processing Requirements," below).	
Subtotal	\$12,500

Data Conversions

Convert existing New World data to BS&A format:

Business License	\$6,370
------------------	----------------

Connection Requirements

AccessMyGov-Business Licensing Services requires a high-speed internet connection (cable modem or DSL).

BS&A requires that all customers utilizing AMG-Business Licensing Services have either an on-staff IT person, or grant BS&A a remote terminal services ability to the machine on which the service is installed. This is necessary to ensure service availability and quality.

Payment Processing Requirements

Acceptance of online payments requires a contract with one of BS&A's approved Online Credit Card Processing companies: Official Payments or Point & Pay. Please visit <http://www.bsasoftware.com/Solutions/AccessMyGov/Internet-Services> for information.

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$1,100

Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 1	\$1,100
Business License .NET	Days: 2	\$2,200
AccessMyGov/Business License .NET	Days: 1	\$1,100
	Total: 4	Subtotal \$4,400

Cost Totals

Not including Annual Service Fees

Applications	\$12,500
Data Conversions	\$6,370
Project Management and Implementation Planning	\$1,100
Implementation and Training	\$4,400

Total Proposed **\$24,370**

Travel Expenses **\$410**

Grand Total (with Travel Expenses) **\$24,780**



Payment Schedule

- 1st Payment: **\$7,470** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$12,500** to be invoiced at start of training.
- 3rd Payment: **\$4,810** to be invoiced upon completion of training.

Annual Service Fees, New Purchases

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

Business License .NET	\$1,500
AccessMyGov/Business License	\$1,000
Total Annual Service, New Purchases	\$2,500



Questions? Please call Dan J. Burns, CPA at (855) 272-7638 or email dburns@bsasoftware.com

Page 6 of 9

Prices good for a period of 90 days from date on quote.

City of Wyoming, Kent County MI. Quoted June 14, 2016.

Optional Item(s)

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- ˆ custom payment import/lock box import
- ˆ custom OCR scan-line
- ˆ custom journal export to an outside accounting system
- ˆ custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.



Acceptance

Signature constitutes...

1. An order for products and services as quoted
Quoted prices do not include Program Customization or training beyond the estimated number of days
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

Signature

Date

APPROVED AS TO FORM:



BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: dburns@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.

Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

Key Contact for Implementation and Project Management

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

IT Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF A
COPIER/PRINTER/SCANNER FROM SHARP USING THE
NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT PRICING
AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE MAINTENANCE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City purchase a copier/printer/scanner to be used at the Drinking Water Plant from Sharp using the NJPA contract prices.
2. Technology Partners Group, Inc. has offered to extend their current maintenance agreement pricing for the copier/printer/scanner.
3. Funds for the purchase of the new copier/printer/scanner in the total amount of \$8,418.50 are available in the 2016-17 fiscal year miscellaneous capital outlay account number 101-233-24800-980603.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a copier/printer/scanner from Sharp using the National Joint Powers Alliance (NJPA) contract pricing in the total estimated amount of \$8,418.50.
2. The City Council does hereby accept the copier/printer/scanner maintenance agreement and authorizes the City Manager to acknowledge acceptance renewal of maintenance agreements in accordance with budget authorization.
3. 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 September 19, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Technology Partners Group Inc. Equipment & Maintenance Proposal

Sharp NJPA Contract Purchase Order

Resolution No. _____

STAFF REPORT

Date: September 13, 2016
Subject: Copy Machine Purchase, WTP
From: Myron Erickson, PE, Deputy Director of Public Works
Meeting Date: September 19, 2016

RECOMMENDATION:

It is recommended that the City authorize the Water Treatment Plant's purchase of a new copier/printer/scanner machine using the National Joint Powers Alliance (NJPA) Contract #100312-SEC pricing.

SUSTAINABILITY CRITERIA:

Environmental Quality – Sending documents electronically reduces paper and toner use and eliminates the need to transport documents physically and is therefore friendly to the environment.

Social Equity – This recommendation does not significantly impact this criterion.

Economic Strength – Sending documents electronically by scanning and emailing reduces paper and postage costs. With the increase use of social media color scanning allows departments the ability to post the notifications electronically in color at no additional cost to the City

DISCUSSION:

The NJPA creates national cooperative contract purchasing solutions on behalf of its member agencies which include all government, education and non-profit agencies nationwide and in Canada. These cooperative contract opportunities offer both time and money savings for their users by consolidating the efforts of numerous individually prepared solicitations to one national, cooperatively shared process. This process leverages the aggregation of volume from members nationwide.

There is no cost, no obligation or liability to join or participate in the NJPA contract purchasing program and no minimum contract purchasing requirements or commitments for members who use the NJPA contracts.

BUDGET IMPACT:

Funds for the purchase of this copier/printer/scanner for the Water Treatment Plant are budgeted in the 2016-17 fiscal year account number 591-591-57300-986956 – Miscellaneous Capital Outlay.

**TECHNOLOGY
PARTNERS
GROUP
INC.**

August 29, 2016

**NJPA CONTRACT # 100312-SEC
EQUIPMENT PROPOSAL**

Prepared For
**City of Wyoming
Water Treatment Plant
Holland, MI**

Sharp MX-3570N Full Color Networked Digital Copier/Printer/Scanner

Configured with a 150 Sheet Duplex Single Pass Document Feeder, MX-DE28 Tandem Paper Drawer, MX-RB25 Paper Pass Unit, MX-FN28 Stacking Finisher, MX-PN15B 3 Hole Punch, and MX6050TonerKit startup supplies.

Contract Purchase Price: \$8,418.50

Purchases under this contract are made directly through National Joint Powers Alliance, a government CO-OP.

Standard Features:

- Auto Image Density and Auto Paper Size Select
- Zoom Reduction/Enlargement (25% to 400%)
- Auto Duplexing of Single-Sided or Two-Sided Originals
- 2 in 1, 4 in 1, Document Storage, Annotation and Page Numbering
- Copy Sizes-5 1/2" x 8 1/2" to 11" x 17"
- 10 Second Warm-Up Time or Less / 4.7 Second First Copy
- 1200x1200 dpi Print Resolution
- 100 Sheet "Smart" Bypass Tray
- Handles Paper From #16 Bond to #110 Index From ALL Paper Sources

Service and Supplies:

\$.055 per copy Full Color, \$.006 per copy B/W billed monthly in arrears. Includes all service, parts, drums, and supplies to operate your system, except paper and staples.

P.O. Box 9007, Wyoming, MI 49509 (616) 301-3430, Fax (616) 301-3431
email:bwebb@technologypartnersgroupinc.com

ORDINANCE NO. 12-16

AN ORDINANCE TO AMEND DIVISION 3 OF ARTICLE II
OF CHAPTER 86 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Division 3 of Article II of Chapter 86 of the Code of the City of Wyoming is hereby amended to read as follows:

DIVISION 3. CROSS CONNECTIONS

Sec. 86-91. Purpose of division.

The purpose of this division is to protect the public health, safety and welfare by reducing the risk of cross connection contamination of the city's water supply system. This division shall control all matters concerning the inspection, detection, prevention and elimination of cross connections in new and existing industrial, commercial and residential facilities.

Sec. 86-92. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Backflow means water of questionable quality, wastes or other contaminants entering a public water supply system due to a reversal of flow.

Cross connection means a connection or arrangement of piping or appurtenances through which a backflow could occur.

Safe air gap means the minimum distance of a water inlet or opening above the maximum high water level or overflow rim in a fixture, device or container to which public water is furnished which shall be at least two times the inside diameter of the water inlet pipe, but shall not be less than one inch and need not be more than 12 inches.

Secondary water supply means a water supply system maintained in addition to a public water supply including, but not limited to, water systems from ground or surface sources not meeting the requirements of Act No. 399 of the Public Acts of Michigan of 1976 (MCL 325.1001 et seq.) and by sections 3, 6 and 10 of Act No. 98 of the Public Acts of Michigan of 1913 (MCL 325.201 et seq.) as amended, and sections 9 and 427 of Act No. 380 of the Public Acts of Michigan of 1965 (MCL 16.101 et seq.) as amended, or water from a public water supply which in any way has been

treated, processed or exposed to any possible contaminant or stored in other than an approved storage facility.

Submerged inlet means a water pipe or extension thereto from a public water supply terminating in a tank, vessel, fixture or appliance which may contain water of questionable quality, waste or other contaminant and which is unprotected against backflow.

Water utility means the city utilities department.

Sec. 86-93. Compliance with existing laws.

A connection with a public water supply system shall comply with the existing laws and rules of Act No. 399 of the Public Acts of Michigan of 1976 (MCL 325.1001 et seq.) including Act No. 266 of the Public Acts of Michigan of 1929 (MCL 338.901 et seq.) as amended, and the provisions of this Code.

Sec. 86-94. Prohibited connections.

Cross connection of the public water supply system and any other water supply system or source including, but not limited to, the following are prohibited:

- (1) Between the public water supply system and a secondary water supply, either direct or by submerged inlet.
- (2) Between a lawn sprinkler system and the public water supply system.
- (3) Between a public water supply and piping which may contain sanitary waste or a chemical contaminant, including self-contained hydronic boiler systems.
- (4) Between a public water supply system and piping immersed in a tank or vessel which may contain a contaminant.
- (5) Between a public water supply and fire suppression systems.

Sec. 86-95. Private water storage tanks deemed secondary water supply.

A private water storage tank supplied from the city water supply system shall be deemed a secondary water supply unless it is designed and approved for potable water usage.

Sec. 86-96. Local control program.

The city shall maintain a comprehensive control program for elimination and prevention of all cross connections meeting the approval of the state Department of Environmental Quality, Division of Community Water Supply or any successor agency.

Sec. 86-97. Responsibility for expense of elimination of existing cross connections.

The expense of eliminating cross connections shall be that of the owner of the property on

which the cross connection exists.

Sec. 86-98. Inspection and backflow device testing.

The director shall have the authority to inspect any premises to determine the presence of an existing cross connection and to order the immediate elimination of the cross connection. All backflow devices shall be tested according to the requirements of Act No. 399 of the Public Acts of Michigan of 1976 (MCL 325.1001 et seq.). All new devices shall be tested upon installation prior to being placed in service. Testing shall be performed by an individual meeting the requirements of Act No. 399 of the Public Acts of Michigan of 1976 (MCL 325.1001 et seq).

Sec. 86-99. Piping identification for exposed city water and secondary piping.

When a secondary water source is used in addition to the city water supply, exposed city water and secondary water piping shall be identified by distinguished colors or tags, and maintained so that each pipe may be readily traced in its entirety. If piping is installed that it is impossible to trace it in its entirety, it will be necessary to protect the city water supply at the service connection in a manner acceptable to the director.

Sec. 86-100. Correction of violations; installation or use of protective devices.

Upon notification of a violation of this division, the owner of the property in question shall promptly correct such violations. The total time allowed for completion of the necessary corrections shall be contingent upon the degree of hazard involved and include the time required to obtain and install equipment. If the cross connection has not been removed within the time specified, the city shall discontinue water service as provided in section 86-102.

Sec. 86-101. Facility Fire Protection System Upgrade Requirement.

If a facility extends their current Fire Protection System, or makes other significant changes to existing Fire Protection System piping, the division may require the FP system to be upgraded up to the latest Michigan Plumbing backflow protection standards. Any Fire Protection System which contains any additives will be required to be protected by a Reduced Pressure Zone Assembly.

Sec. 86-102. Discontinuance of water service upon delinquent device testing or when cross connection is in violation of article; elimination of danger of contamination.

The director is hereby authorized to discontinue water service after reasonable notice to any person owning any property where a cross connection in violation of this division exists or for

delinquent testing of a backflow device. The director may take such other precautionary measures as necessary to eliminate any danger of the contamination of the city water supply system, including physical separation of the water supply system. Water service to such property shall not be restored until such cross connection has been eliminated, delinquent testing has been completed and all fees for restoration of service have been paid.

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

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

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 12-16