

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 21, 2016, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Pier Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the November 7, 2016 Regular Meeting and the November 14, 2016 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Audit Presentation
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
 1. Letter – Division Avenue Rezoning
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - 16-12 Acceptance of a Non-Motorized Trail Easement at 165 Honeoye Street SW
(PNC Bank, National Association)
 - c) From City Clerk
 1. Election Results
- 13) Oaths of Office**
- 14) Resolutions**
 - a) To Certify the Election of Mayor Pro Tem for the City of Wyoming
 - b) Of Appreciation to Councilmember Richard Pastoor for His Service to the City of Wyoming and Its Citizens
 - c) Of Appreciation to Councilmember Joanne Voorhees for Her Service to the City of Wyoming and Its Citizens
 - d) Calling a Public Hearing Regarding the Proposed Issuance by the Regents of the University of Michigan of Tax-Exempt Bonds (Metropolitan Hospital Debt Refinancing)
 - e) To Waive Certain Requirements of the Code of the City of Wyoming for Tamaz, LLC in Application for a Microbrewery Liquor License
 - f) To Consider an Application from Tamaz, LLC for a New Micro Brewery Licensed Business to be Located at 2356 Porter Street SW, Wyoming 49519, Kent County

- g) To Enter into a Commercial Property Lease with Tamaz, LLC for Property at 2385 Porter Street SW
- h) To Adopt and Approve By-laws for the Wyoming Tree Commission
- i) To Authorize a Contract Amendment Between the City of Wyoming and the Salvation Army Social Services of Kent County
- j) To Authorize a Contract Amendment for Specific Home Repair Services
- k) To Approve Traffic Control Order No. 3.03-16

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

- l) To Authorize the Subscription to the Water Research Foundation
- m) To Authorize the Software and Maintenance Services Renewal for the Onbase Product Platform
- n) To Authorize the Purchase of Turkeys (Budget Amendment No. 30)

16) Ordinances

- 17-16 To Amend Chapter 34 of the Code of the City of Wyoming (Fire Prevention and Protection) (Final Reading)

17) Informational Material

18) Acknowledgment of Visitors

19) Closed Session (as necessary)

20) Adjournment

Dave and Brenda Hanenburg

November 15, 2016

City of Wyoming

Re: Division Ave form based code

Wyoming City Council, Planning Department and Tim Cochran,

Tonight, there is a second meeting about the proposed rezoning of sections of Division Ave. I was able to make most of the last meeting but tonight I have a business meeting at 5:30 and may not make the meeting at city hall. After the last meeting, I did have correspondence with Tim that was very helpful but I am still struggling with this zoning.

As I look at the maps that you sent out I can see where this zoning makes sense for most areas. However, in the area that I own property (5715 S. Division) I see property owners getting hurt with this zoning. If I look at the sections, one and two as well as the north quarter of section three I see most of the areas behind the Division Ave. property as single family homes between the power line and the Division Ave lots. I think that single family homes help make the new zoning work in most of those areas. However, in my area we do not have that same residential connection. In our cases, most of our property goes back to the power line. Most, if not all of us have needed to install fence to stop the theft and homeless people from using our property so we will never have that same neighborhood feel that the property owners north of us will have.

The past few years with the improvements made to the street have been great for some of us and a curse for others. Spending all the money on the improvements without getting water and sewer was a bit frustrating for some of us. I realize that in the future we will be getting it from the areas west of our lots. However as of now you are requesting to change our zoning and we have no water or sewer leaving our land almost worthless except in what we have in use currently. I also look at a lot like the one owned by Mr. Cooper with the car lot in front of my land at 5727. He has no access to the back property where the proposed water and sewer is coming in. In fact, his current drain field is under my parting lot. What will the value of his land be once this zoning happens but he has no water or sewer or access to it?

I also struggle with a lot like mine. I only have 30 feet on Division Ave. My lot is a flag shape and has no value for any type of retail because it has no frontage. I also have no residential value based on current value. My current building and land is worth about \$700,000 but no one will pay about \$300,000 per acre for two acres of land for any type of residential property. What does this do to my value?

Located two parcels north of me is a mini storage. The owners were just allowed to build a building right by the road (and I know they could under current zoning) – how does this fit in with the proposed zoning? To me it looks like a big stopping point for what you are trying to do long term in the proposed zoning. In the next 50 years will the use of that land ever change?

Hanenburg Builders LLC

The first parcel south of me, owned by Mr. Drew, at 5753 is currently a machine shop. My father had one on my land as well years ago. On Mr. Drew's retirement or resale this will likely still be the best use for his buildings. What does the new zoning do to the value of his buildings?

Directly south of Mr. Drew are two parcels that would also have a hard time maintaining use and value. One parcel is in a position similar to mine with only a driveway as frontage. That lot is at 5817 and is owed by South Kent Frame. This parcel also is not fitting in well with the new zoning either not only because it has only a driveway on Division but it is surrounded by another parcel at 5711 owned by Mr. Kaiser. I would think as you look at that parcel you will see that it as well is not suited to the new zoning either.

Once you are south of the Kaiser property there is a car lot. I am not sure if this land has water and sewer yet. If so there may be some more options on that one lot.

At 5831 a lot owned by Mr. Stasser is another flag lot. Once again I see a long-term use issue when there is no frontage.

The bus property per the long-term goal will always be bus property so that really does not come into play on the zoning.

The building on the corner of 60th and Division is currently used as a motorcycle sales building. My guess is that long term there might be options for that building but remember that a car lot is right across the street to the south and that land is not part of this zoning.

To sum this all up first let me say that these opinions are all mine. I have not talked with the other property owners. However, if you sit in your meeting and do no more than look at the aerial maps of the area you can see that most of the area I am talking about is not a good fit for the proposed zoning. I think if you look at the land starting with the SW corner of 54th and Division you will start to see most of the land based on current use, surrounding property, as well as configuration of lots does not lend itself to your proposed zoning without a financial loss to the land owners.

I would ask that you consider amending your proposed zoning to not include the land south of 54th.

Sincerely,

Dave Hanenburg

Dave Hanenburg



MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Dan Burrill

AT-LARGE COUNCILMEMBER
Kent Vanderwood

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

November 21, 2016

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 16-12

Subject: Acceptance of a Non-Motorized Trail Easement at
165 Honeoye Street, SW (PNC Bank, National Association)

Councilmembers:

PNC Bank, National Association, owner of 165 Honeoye Street, SW, has submitted the following described Non-Motorized Trail Easement in conjunction with construction of Buchanan Avenue Watermain Replacement project. The Easement document conveys an easement for non-motorized trail purposes. The easement area is shown on the attached Estimate of Just Compensation drawing.

Grantor:	PNC Bank, National Association
Parcels:	41-17-13-226-003
Right-of-way Size	670 sf – Non-motorized Trail Easement
Consideration:	\$2,412.00

It is recommended that the City Council accept the attached Non-motorized Trail Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Curtis L. Holt'.

Curtis L. Holt
City Manager

Attachments: Non-motorized Trail Easement
Estimate of Just Compensation

CITY OF WYOMING
NON-MOTORIZED TRAIL EASEMENT
Parcel No. 41-17-13-226-003

The Grantor, PNC Bank, National Association, successor in interest to First of America Bank-Michigan, whose address is 300 Fifth Avenue, Pittsburg, PA 15222

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein) an easement for non-motorized trail purposes, including, but not limited to, the construction, use, repair, reconstruction and replacement of a non-motorized trail and appurtenant parts thereof in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Non-Motorized Trail Easement Legal Description, Non-Motorized Trail Easement Area, and Property Legal Description (Parcel No. 41-17-13-226-003)

For the full consideration of Two Thousand Four Hundred Twelve Dollars and No Cents (\$2,412.00).

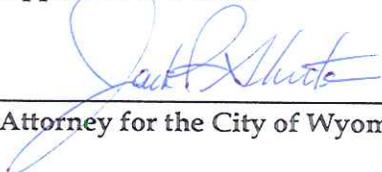
The City shall have the right to temporarily use the Grantor's property outside the Easement Area, but immediately adjoining the Easement Area, to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement Area to as good or better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

Grantor shall not construct, install, or place any fences, buildings, walls, structures, trees, or any obstructions in the Easement Area which would interfere with the intended use of the Easement.

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

DATED: 10/4/14

Approved as a form:



Attorney for the City of Wyoming

EXHIBIT A

DATE: 7-21-16

PROJECT NO: 15097

RE: 165 HONEOYE ST. SW

70.52'

PT. IS 26' S. FROM N. LINE LOT 24

24

S. LINE LOT 24

MICHIGAN BELL TELEPHONE COMPANY
EASEMENT PER LIBER 2123, PAGE 1372

25

PNC BANK
165 HONEOYE ST. SW.
41-17-13-226-003

S. LINE LOT 25

NON MOTORIZED TRAIL EASEMENT AREA
670 SQ. FT.

26

S. LINE LOT 26
151.83'

HONEOYE ST.

BUCHANAN AVENUE

SW COR
LOT 25



SCALE: 1"=20'

PROPERTY LEGAL DESCRIPTION (41-17-13-226-003):
ALL OF LOT 26 AND THAT PART OF LOT 25 AND LOT 24, HAZEN HEIGHTS, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 27 OF PLATS, PAGE 15, COMMENCING AT THE SOUTHWEST CORNER OF LOT 25; THENCE NORTHERLY ON THE EAST LINE OF BUCHANAN AVENUE 29.27 FEET TO A POINT WHICH IS 161.73 FEET S00°18'W ALONG THE EAST LINE OF BUCHANAN AVENUE FROM THE SOUTH LINE OF 28TH STREET (SOUTH BELT LINE ROAD); THENCE N61°12'20"E TO A POINT WHICH IS 26 FEET SOUTH FROM THE NORTH LINE OF LOT 24; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF LOT 24 TO THE EAST LINE OF LOT 24; THENCE SOUTHERLY TO THE SOUTHEAST CORNER OF LOT 25; THENCE WESTERLY TO THE PLACE OF BEGINNING.

NON MOTORIZED TRAIL EASEMENT LEGAL DESCRIPTION:
THE WEST 8 FEET OF LOT 26, ALSO ALL OF THAT PART OF THE WEST 8 FEET OF LOT 25 LYING SOUTH OF A LINE DESCRIBED AS: BEGINNING ON THE WEST LINE OF SAID LOT AT A POINT 29.27 FEET N00°18'E FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE N61°12'20"E TO A POINT WHICH IS 26 FEET SOUTH FROM THE NORTH LINE OF LOT 24 AND THE POINT OF ENDING OF SAID LINE, HAZEN HEIGHTS, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 27 OF PLATS, PAGE 15.

LEGEND



= NON MOTORIZED
TRAIL EASEMENT
AREA

mbn

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



NOTE: PROPERTY LEGAL DESCRIPTION FROM ATTORNEYS TITLE AGENCY OF SOUTHWEST MICHIGAN, LLC, TITLE COMMITMENT #41-16473162-ACM, DATED APRIL 15, 2016.

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Buchanan Avenue Watermain Replacement, including Non-Motorized Trail and Street Resurfacing from 28th Street to 32nd Street

SITE DATA:	<i>Permanent Parcel No.:</i> 41-17-13-226-003
<i>Parcel:</i> PNC Bank	<i>Land Use:</i> Commercial <i>Size:</i> 0.411 Ac (total)
<i>Address:</i> 165 Honeoye St., SW, Wyoming, MI	<i>Zoning:</i> 202

<p>ACQUISITION DESCRIPTION:</p> <p>Square foot values based on values obtained from the City of Wyoming Assessor's Office.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px;"> <p><u>Non-Motorized Trail Easement:</u> A rectangular piece of property located adjacent to Buchanan Avenue as shown on sketch.</p> <p>Area: 670 sft</p> </div>	<p>SKETCH:</p>
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COMPUTATION OF VALUE:	
LAND ACQUISITION, NON-MOTORIZED TRAIL EASEMENT	
670 s.f. (Area) X \$ 3.60 /s.f. = \$ 2,412.00	\$ 2,412.00

REMARKS:

Signed:
Land Matters, llc
Deborah S. Poeder

For information call 616.791.9805

\$ 2,412.00

Agreed to by:
PNC Bank
By: Manio T. Spudic
Its: Vice President

11/21/16

RG

RESOLUTION NO. _____

A RESOLUTION TO CERTIFY THE ELECTION
OF MAYOR PRO TEM
FOR THE CITY OF WYOMING, MICHIGAN

WHEREAS:

1. The City Charter provides in Section 4.4 for the election of a Mayor Pro Tem by a majority of the City Council at the first meeting following the regular City election.
2. In the absence or disability of the Mayor, the Mayor Pro Tem shall perform the duties of the Mayor.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby certify the election of Councilmember _____ to the Office of Mayor Pro Tem by a majority vote of the City Council for a term expiring at the first City Council meeting following the next regular City Election.

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 November 21, 2016.

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO COUNCILMEMBER RICHARD PASTOOR FOR
HIS SERVICE TO THE CITY OF WYOMING AND ITS CITIZENS

WHEREAS:

1. Richard Pastoor has served faithfully and effectively as 2nd Ward Councilmember from March 2001 to November 2016.
2. Richard Pastoor served on various committees of the City Council, and gave generously of his time and talent to the citizens of the City of Wyoming.
3. Richard Pastoor should be congratulated for his faithful and dedicated service to the City of Wyoming and its citizens.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council on behalf of the citizens of the City of Wyoming does hereby express its sincere appreciation to Richard Pastoor for his dedicated and outstanding service to the City of Wyoming and its citizens and wish him the very best in all future endeavors.

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 November 21, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO COUNCILMEMBER JOANNE VOORHEES FOR
HER SERVICE TO THE CITY OF WYOMING AND ITS CITIZENS

WHEREAS:

1. Joanne Voorhees has served faithfully and effectively as 3rd Ward Councilmember from November 2007 to November 2016.
2. Joanne Voorhees served on various committees of the City Council, and gave generously of her time and talent to the citizens of the City of Wyoming.
3. Joanne Voorhees should be congratulated for her faithful and dedicated service to the City of Wyoming and its citizens.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council on behalf of the citizens of the City of Wyoming does hereby express its sincere appreciation to Joanne Voorhees for her dedicated and outstanding service to the City of Wyoming and its citizens and wish her the very best in all future endeavors.

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 November 21, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

CITY OF WYOMING
COUNTY OF KENT, STATE OF MICHIGAN

RESOLUTION CALLING PUBLIC HEARING
REGARDING THE PROPOSED ISSUANCE BY THE
REGENTS OF THE UNIVERSITY OF MICHIGAN OF TAX-EXEMPT BONDS
(METROPOLITAN HOSPITAL DEBT REFINANCING)

Minutes of a regular meeting of the City Council of the City of Wyoming, County of Kent, State of Michigan, held on November 21, 2016 at 7:00 p.m. prevailing Eastern Time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Member _____, who moved its adoption, and the motion was seconded by Member _____:

WHEREAS, the City of Wyoming (the "City") has been advised that the Regents of the University of Michigan (the "University") proposes to issue one or more series of tax-exempt bonds in the aggregate principal amount of not to exceed Two Hundred Million Dollars (\$200,000,000) (the "Bonds"), the proceeds of which will be used by the University to refund all or a portion of certain tax-exempt bonds previously issued by the Kent Hospital Finance Authority (the "Kent Authority Bonds") for the benefit of Metropolitan Hospital (d/b/a Metro Health Hospital), a Michigan nonprofit corporation ("Metro Health Hospital"), and in connection therewith acquire for federal tax purposes various capital assets of Metro Health Hospital; and

WHEREAS, the capital assets of Metro Health Hospital financed or refinanced with the proceeds of the Kent Authority Bonds, or otherwise being acquired by the University for federal tax purposes, consist of hospital and other healthcare-related facilities, including a power plant, located at 5900 Byron Center Ave. S.W., Wyoming, Michigan 49519 and 5869 Metro Way, S.W., Wyoming, Michigan 49519 (collectively, the "Metro Health Hospital Assets"); and

WHEREAS, in order for the Bonds to be issued on a tax-exempt basis, the University must comply with the "public approval" requirements of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, pursuant to the public approval requirements of the Code, a public hearing must be held on the issuance of the Bonds by the governing body of each jurisdiction in which the Metro Health Hospital Assets are located; and

WHEREAS, because the Metro Health Hospital Assets are located in the City, a public hearing on the issuance of the Bonds must be held by the City Council prior to the issuance of the Bonds by the University; and

WHEREAS, the City Council desires to call a public hearing on the issuance of the Bonds in accordance with the public approval requirements of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYOMING, MICHIGAN, AS FOLLOWS:

1. A public hearing on the proposed issuance of the Bonds by the University shall be held by the City Council on Monday, December 19, 2016 at 7:01 p.m. prevailing Eastern Time, in the Council Chambers at City Hall. The public hearing shall provide an opportunity for interested persons to be heard, for the expression of opinion, for argument on the merits and for the introduction of documentary evidence pertinent to the proposed issuance of the Bonds. Written comments will be accepted by the City Council, but must be received by the City Clerk's office on or before the date and time of the hearing.

2. The City Clerk is hereby authorized and directed to publish, or cause to be published, notice of the public hearing once prior to said hearing in *The Grand Rapids Press*, or other newspaper of general circulation in the City as determined by the City Clerk, at least fourteen (14) days prior to the date set for the hearing, as required by the public approval requirements of the Code.

3. Said notice of public hearing shall be published in substantially the form attached hereto as Exhibit A.

4. All resolutions and parts of resolutions to the extent that they conflict with the provisions of this resolution are hereby rescinded.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Kelli A. VandenBerg, City Clerk
City of Wyoming

EXHIBIT A
FORM OF NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING BEFORE THE
CITY COUNCIL OF THE CITY OF WYOMING
REGARDING THE PROPOSED ISSUANCE BY THE
REGENTS OF THE UNIVERSITY OF MICHIGAN OF TAX-EXEMPT BONDS**

The City Council of the City of Wyoming, County of Kent, State of Michigan, will hold a public hearing at 7:01 p.m. prevailing Eastern Time on Monday, December 19, 2016, in the Council Chambers at City Hall, 1155 28th Street S.W., Wyoming, Michigan 49509, regarding the proposed issuance by the Regents of the University of Michigan (the "Issuer") of one or more series of tax-exempt bonds in the aggregate principal amount of not to exceed Two Hundred Million Dollars (\$200,000,000) (the "Bonds"), the proceeds of which will be used by the Issuer to refund all or a portion of certain tax-exempt bonds previously issued by the Kent Hospital Finance Authority (the "Kent Authority Bonds") for the benefit of Metropolitan Hospital (d/b/a Metro Health Hospital), a Michigan nonprofit corporation ("Metro Health Hospital"), and in connection therewith acquire for federal tax purposes various capital assets of Metro Health Hospital as further described below. Additional proceeds of the Bonds will be used to pay the costs of issuance of the Bonds.

On September 15, 2016, the Issuer and UM Health, a Michigan nonprofit corporation organized by the Issuer ("UM Health"), entered into an Affiliation Agreement with Metropolitan Health Corporation, a Michigan nonprofit corporation ("Metro Health Corporation"). Metro Health Corporation is the sole corporate member of Metro Health Hospital. Under the terms of the Affiliation Agreement, UM Health will become the sole corporate member of Metro Health Corporation. The issuance by the Issuer of the Bonds described herein is subject to the closing of the affiliation transaction.

The Kent Authority Bonds consist of: (a) Kent Hospital Finance Authority Revenue Bonds, Series 2005A (Metropolitan Hospital Project); and (b) Kent Hospital Finance Authority Variable Rate Demand Revenue and Revenue Refunding Bonds, Series 2012 (Metropolitan Hospital Project). Metro Health Hospital used portions of the proceeds of the Kent Authority Bonds for the purposes described below and to refund all or a portion of the following obligations: (x) Kent Hospital Finance Authority Variable Rate Demand Limited Obligation Revenue and Revenue Refunding Bonds, Series 2005B (Metropolitan Hospital Project); (y) Kent Hospital Finance Authority Variable Rate Demand Limited Obligation Revenue Bonds, Series 1996 (Metropolitan Hospital Project); and (z) indebtedness incurred by Metro Health Hospital under a revolving line of credit with a commercial bank.

The capital assets of Metro Health Hospital financed or refinanced with the Kent Authority Bonds, or otherwise being acquired by the Issuer for federal tax purposes, consist of hospital and other healthcare-related facilities, including a power plant, located at 5900 Byron

Center Ave. S.W., Wyoming, Michigan 49519 and 5869 Metro Way, S.W., Wyoming, Michigan 49519. All of such capital assets are operated by Metro Health Hospital.

The Bonds will be payable from and secured solely by a pledge of General Revenues of the Issuer.

The public hearing with respect to which this notice is given shall provide the fullest opportunity for expression of opinion, for arguments on the merits and for introduction of documentary evidence pertinent to the nature and the location of the facilities described above and the proposed issuance of the Bonds. Written comments will be accepted by the City Council of the City of Wyoming, but must be received by the City Clerk's office, at the address specified below, on or before the date and time of the hearing.

Kelli A. VandenBerg, City Clerk
City of Wyoming
1155 28th Street S.W.
PO Box 905
Wyoming, Michigan 49509

Dated: December ____, 2016

CERTIFICATE

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Council of the City of Wyoming, County of Kent, State of Michigan, at a regular meeting held on November 21, 2016, and that public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.

Kelli A. VandenBerg, City Clerk
City of Wyoming

MILLER CANFIELD

MEMORANDUM

TO: Curtis Holt, City Manager
City of Wyoming

FROM: Steven M. Frank
Miller, Canfield, Paddock and Stone, P.L.C.

CC: Richard A. Wendt
Dickinson Wright PLLC

RE: University of Michigan – Metropolitan Hospital Debt Refinancing

DATE: November 16, 2016

As previously discussed, we are enclosing a resolution for consideration by the City Council at its meeting on November 21, 2016 relating to the proposed issuance by the Regents of the University of Michigan (the “University”) of one or more series of tax-exempt bonds, the proceeds of which will be used by the University to refund all or a portion of certain tax-exempt bonds previously issued by the Kent Hospital Finance Authority (the “Kent Authority Bonds”) for the benefit of Metropolitan Hospital (d/b/a Metro Health Hospital), a Michigan nonprofit corporation (“Metro Health Hospital”). Set forth below is a summary of the proposed bond issue and a description of the purpose of the enclosed resolution.

Background

On September 15, 2016, the University and UM Health, a Michigan nonprofit corporation organized by the University (“UM Health”), entered into an Affiliation Agreement with Metropolitan Health Corporation, a Michigan nonprofit corporation (“Metro Health Corporation”). Metro Health Corporation is the sole corporate member of Metro Health Hospital. Under the terms of the Affiliation Agreement, UM Health will become the sole corporate member of Metro Health Corporation.

Subject to completion of the affiliation transaction, the University proposes to issue one or more series of tax-exempt bonds in the aggregate principal amount of not to exceed Two Hundred Million Dollars (\$200,000,000) (the “Bonds”), the proceeds of which will be used by the University to refund the Kent Authority Bonds, and in connection therewith acquire for federal tax purposes various capital assets of Metro Health Hospital. Miller, Canfield, Paddock and Stone, P.L.C. is serving as bond counsel to the University in connection with the issuance of the Bonds.

The capital assets of Metro Health Hospital financed or refinanced with the proceeds of the Kent Authority Bonds, or otherwise being acquired by the University for federal tax purposes, consist of hospital and other healthcare-related facilities, including a power plant, located at 5900 Byron Center Ave. S.W., Wyoming, Michigan 49519 and 5869 Metro Way, S.W., Wyoming,

Michigan 49519 (collectively, the “Metro Health Hospital Assets”). The Metro Health Hospital Assets are operated by Metro Health Hospital.

In order for the Bonds to be issued on a tax-exempt basis, the University must comply with the “public approval” requirements of the Internal Revenue Code of 1986, as amended (the “Code”). To satisfy these requirements, a public hearing must be held on the issuance of the Bonds in each jurisdiction in which the Metro Health Hospital Assets are located. Following the public hearing, the issuance of the Bonds must be “approved” by each such jurisdiction. Because the Metro Health Hospital Assets are located in the City of Wyoming, the University is required to obtain the City’s “public approval” of the issuance of the Bonds following a public hearing.

Requested Actions

Public Hearing on Bond Issue

In order to satisfy the public approval requirements of the Code, the University and Metro Health Hospital are requesting that the City Council hold a public hearing on the issuance of the Bonds. The enclosed resolution calls a public hearing on the issuance of the Bonds on December 19, 2016 at 7:00 p.m. Eastern Time, and authorizes the publication of a notice of the public hearing in *The Grand Rapids Press* at least fourteen (14) days prior to the date of the hearing, as required by the Code. The form of the notice of public hearing is attached to the resolution as Exhibit A.

The purpose of the public hearing is to provide a reasonable opportunity for interested persons to express their views, both orally and in writing, on the proposed issuance of the Bonds. Representatives of the University and of Metro Health Hospital will be in attendance to answer any questions that may arise during the public hearing.

Adoption of Resolution Approving Bond Issue

Following the public hearing on December 19, 2016, the City Council will be asked to consider a resolution granting its “public approval” of the issuance of the Bonds as required by the Code. It is important to note that this approval does not obligate the City of Wyoming in any manner with respect to the Bonds, but is granted solely for purposes of fulfilling the public approval requirements of the Code.

The Bonds will be limited obligations of the University payable from and secured solely by a pledge of General Revenues of the University. The City of Wyoming will not be liable under any circumstance for repayment of the Bonds. In addition, all costs relating to the issuance of the Bonds, including the costs of publication of the notice of public hearing in *The Grand Rapids Press*, will be paid for by the University.

If the City Council approves the enclosed resolution on November 21, 2016, we will arrange for publication of the notice of public hearing in *The Grand Rapids Press*. We will also provide you with the form of resolution to be considered at the December 19, 2016 meeting following the public hearing.

Please do not hesitate to contact me if you have any questions or if you need any additional information. Thank you for your time and assistance.

RESOLUTION NO. _____

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF
THE CODE OF THE CITY OF WYOMING FOR TAMAZ, LLC
IN APPLICATION FOR A MICROBREWERY LIQUOR LICENSE

WHEREAS:

1. Tamaz, LLC (d/b/a Two Guys Brewing) has made application for a microbrewery license to be located at 2356 Porter Street SW.
2. Section 14-178(2) of the Code of the City of Wyoming indicates the license for sale of alcoholic beverages is not permitted within 500 feet of a church.
3. Section 14-178(4) of the Code of the City of Wyoming indicates a license for sale of alcoholic beverages is not permitted within 500 feet of a residential zone unless written consent is given by all property owners or unless the proposed location is located on a recognized commercial street with three-fourths of the frontage within 500 feet on both sides of the street is devoted to some commercial use.
4. Section 14-178(7) allows the City Council to waive any of the subsections in Section 14-178 where it is deemed in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council determines that waiving the requirements of Sections 14-178(2) and 14-178(4) is in the best interest of the City.
2. The Wyoming City Council does hereby waive Sections 14-178(2) and 14-178(4) are hereby waived for Tamaz, LLC (d/b/a Two Guys Brewing), 2356 Porter Street SW, and shall be considered waived for the purposes of considering an application for a new microbrewery license at that location.

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 November 21, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Liquor License Application
Staff Reviews

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: November 16, 2016

RE: Application for Micro Brewery Liquor License
Tamaz, LLC, 2356 Porter Street SW

Tamaz, LLC (d/b/a Two Guys Brewing), under owner Tom Payne, has applied for a micro brewery liquor license for a proposed new business at 2356 Porter Street SW. Mr. Payne's application for a micro brewery liquor license is the second application received for this type of license in the City of Wyoming. As such, I feel it is important to review some pertinent details that were considered during the staff review of this application.

MCL 436.1109 (2) defines a "micro brewer" as "a brewer that produces in total less than 30,000 barrels of beer per year and that may sell the beer produced to consumers at the licensed brewery premises for consumption on or off the license brewery premises". Staff at the Liquor Control Commission indicated the micro brewery license is treated very much like a tavern or class C license. The two major differences are that micro brewers can only sell what they produce and the micro brewery designation is not considered in a community's license quota.

Also, Wyoming's ordinances specifically address kitchen and dining facilities for tavern, class C, class A-Hotel and class B-Hotel liquor licenses. No such provision exists for the micro brewery license, so there is no requirement for such facilities. In this particular case, Mr. Payne plans to provide sandwiches and other foods requiring minimal preparation. A small food preparation area is included in the business plan for this microbrewery.

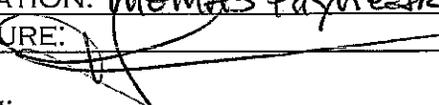
A review of the application was requested from the Police Department, City Treasurer, Building Inspections and the City's Development Review Team. All entities have reviewed the application and all except Building Inspections have indicated approval.

The Building Inspections denial is based on MCL 436.1503 and Wyoming's own code which shares similar language under Section 14-178(2), which states a liquor license cannot be issued if the location is within 500' of a church or school. During its review, Building Inspections staff found the property located 2445 Byron Center is owned by a church. Both the Liquor Control Commission and the City Council have the authority to waive this 500' requirement, through MCL 436.1503(4) and City Code Section 14-178(7), respectively. In addition, the commercial street frontage within 500' of this proposed location consists of approximately 50% commercial, not the required 75% commercial as required by City Code Section 14-178(4). This too can be waived under City Code Section 14-178(7). It is the recommendation of Building Inspections that Council waive the requirements of subsections 14-178(2) and 14-178(4) for this particular

request, noting the addition of a microbrewery in this area of the city may be a catalyst to inspire additional development.

I have drafted two resolutions for Council's consideration. The first resolution addresses the waivers of Section 14-178(2) and 14-178(4) and the second is a resolution to approve the application in the required Liquor Control Commission format.

CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

APPLICANT: TAMAZ LLC <small>(Same name on application to the Liquor Control Commission.)</small>		<input checked="" type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION
BUSINESS LOCATION ADDRESS: 2356 PORTER SW Wyoming MI 48519 PHONE: 616-881-2260 ALTERNATE PHONE: 616-881-2875		BUSINESS MAILING ADDRESS: 2539 Byron Center SW Wyoming, MI 49519 EMAIL: paynespit@SBCGlobal.NET FAX: _____
LICENSE REQUESTED: <input type="checkbox"/> TAVERN X MICRO BREWERY <input type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL		D/B/A/ (name used to advertise/market) TWO BOYS BREWING
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: Michael Gluck
ARE FURNITURE & FIXTURES: <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED		FURNITURE & FIXTURE OWNER: THOMAS PAYNE JR
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: THOMAS PAYNE JR		
NAME OF BANK FOR BUSINESS ACCOUNT: Kenowa FCU		
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: NAME: NA ADDRESS: _____		
NAME OF PERSON COMPLETING APPLICATION: Thomas Payne Jr		TITLE OF PERSON COMPLETING APPLICATION: Owner
SIGNATURE: 		DATE: 7/12/16

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>Thomas Payne Jr</u>	TITLE <u>Owner</u>
RESIDENT ADDRESS: <u>2539 Byron Center Sw WYOMING MI 49519</u>	PHONE: <u>616-881-2260</u>
SOCIAL SECURITY NUMBER:	DATE OF BIRTH:
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>46</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: <u>30 YEARS Food Service (RESTAURANT, RETAIL) EXPERIENCE</u> <u>20 YEARS BREWING EXPERIENCE</u> <u>3 YEARS PROFESSIONAL BREWER. OSGOOD BREWING, 57 BREW PUB</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: [Signature]

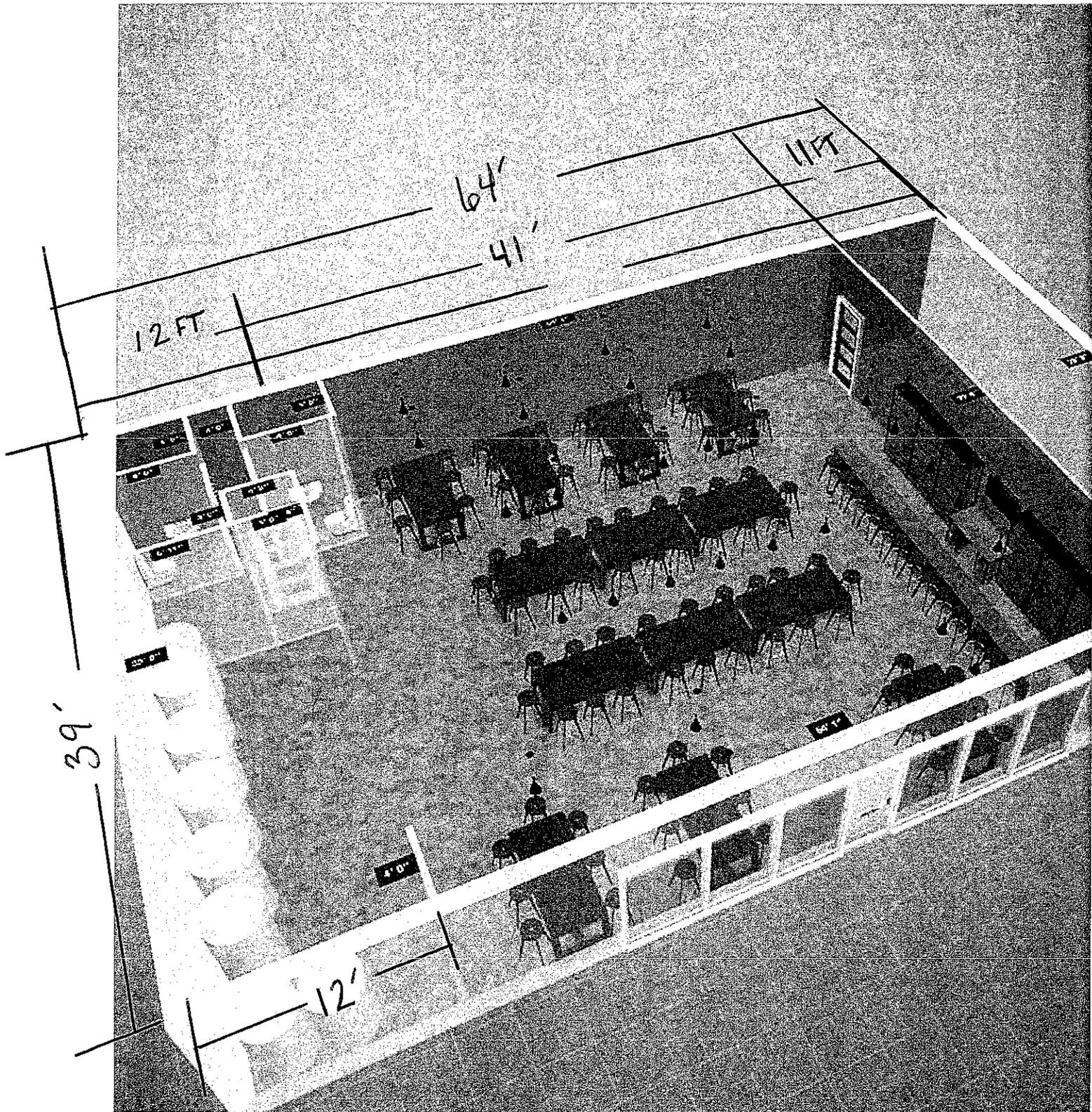
State of Michigan
Kent County

Subscribed and sworn to before me on this 12th day of July, 2016.

[Signature]
Signature of Notary
Kelli Vandenberg
Printed Name

My commission expires: 2/9/22

KELLI VANDENBERG
Notary Public, State of Michigan
County of Allegan
My Commission Expires 02-09-2022
Acting in the County of Kent



Executive Summary

TwoGuys Brewing will be formed to bring patrons a warm and inviting drinking experience satisfying what the Beer City USA beer drinker has come to expect. TwoGuys will feature an eclectic array of craft-brewed beers, wines, ciders, meads, sodas and an always changing pub-centric sandwich menu and snacks with something for everyone.

TwoGuys will be a Micro-Brewery incorporated as a limited liability company. The business location will be in the Wyoming Park area of Wyoming at the Corner of Byron Center Ave and Porter, one block away from Lamar Park, the area's largest city park.

The head of The TwoGuys management team will be Owner and brewer Tom Payne, Jr. Tom has received numerous awards for his brewing including the 2006 Siciliano Cup for his TwoGuys India Pale Ale (IPA). Tom also played an instrumental role in launching Osgood Brewing (Grandville, MI) and propelling them into the top 10 breweries in barrels produced in the Grand Rapids Area for 2014. Aiding the managing partner are advisors who have restaurant, brewery, information technology, business, legal, and engineering experience.

After leaving Osgood Tom took a position as the head brewer at 57 Brewpub & Bistro (Greenville MI) and continues to hold that position. Tom's focus at this new location has been to incorporate as much Michigan Agriculture in every beer brewed as possible and currently is using 100% Michigan grown hops in every beer as well as sourcing 100% of all base malt from Pilot Malthouse in Byron Center MI. 57 Brewpub was honored this past January with a Bronze Medal at the Best of Craft Beer Awards Bend Oregon for Tom's SunKissed Blonde as well as being Nominated as one of Beer City USA's top 10 Favorite Breweries 2016.

TwoGuys will serve a wide selection of craft beer with a large focus on using nearly 100% Pure Michigan Grown Ingredients, all produced in house, as well wines and craft sodas. TwoGuys will also feature a constantly rotating, sandwich and snack menu with a fresh twist on classic pub fare which focuses on locally sourced produce and meat as much as possible.

There is a lot of competition in the food and drink industry. There are a few brewpubs, breweries, bars, and many restaurants in the Grand Rapids area, however this area of Wyoming is nearly void of any local, independently owned businesses like what we will build.

The marketing strategy of TwoGuys is a combination of social media, internet marketing, and promotion at local events. In addition, TwoGuys will use advertisements, features, a happy hour, group events, pub crawls, brewery tours, beer dinners, and sponsorships (tap take overs at other bars) to get customers in the door and keep them coming back. Pricing of TwoGuys products will be based on competition, cost, and demand.

MISSION

Vision: To be the destination by bringing the excitements and delights of downtown Grand Rapids and the craft-beer industry to the Wyoming Park area and the South Side of GR.

Mission: *TwoGuys* is dedicated to giving our guests an unequalled dining and drinking experience. Our mission is to make you feel as if you've entered our home as a cherished friend. We will serve you only the best!

ORGANIZATION

Company Name

TwoGuys Brewing, TAMAZ LLC

Legal Form of Business

Micro brewery

Management Summary

Thomas Allen Payne, Jr. (Managing Partner) is from Wyoming, Michigan and has over 32 years' experience in the restaurant/food service industry. Including an apprenticeship in an Italian Trattoria, six years of food service in the United States Marine Corps, deli/café management and operations and running a small family pub as general manager. In addition, Tom has been a home brewer for 20 years and has been the head brewer for Osgood Brewing in Grandville, MI since opening in 2013 until 2015 and is currently head brewer at 57 Brewpub & Bistro in Greenville MI. Tom has numerous awards for his brewing including the 2006 Siciliano's Cup for Best of Show and Gold Medal/TwoGuys IPA, Silver Medal/IPA 2007, Silver Medal/Russian Imperial Stout 2007, and Bronze Medal/Dusseldorf Alt 2008, 2013 Gold Medal Winner Iron Brewer/Grape Jolly Rancher Belgian Triple, 2016 Bronze Medal, Best of Craft Beer Awards Bend Oregon/SunKissed Blonde. With an arsenal of recipes for well over 200 beers, wines, ciders and meads Tom continues to develop his knowledge and abilities through monthly brew club meetings, participating in beer educational seminars and participating in AHA Big-Brew and Teach-A-Friend to Home brew events as well as attending monthly meetings with other professional brewers from the Greater Grand Rapids. Tom also attended the 2014 National Home-brewers Conference in Grand Rapids where he attended many seminars and lectures designed to hone his skills and knowledge of beer and the brewing process.

The TwoGuys management will primarily be the duty of the managing partner with the aid of experienced business professionals Matt Scott and Amy Payne. Also, part of the management team will be the Executive Chef to be identified later.

Matt Scott has 18 years professional IT experience including database programming. He has managed and implemented a variety of corporate networks, servers, and

workstations. These have included clients with as few as one or two computers up to several hundred. In addition, Matt has been a home brewer for over 12 years and has been instrumental in the creation of several of The TwoGuys award-winning beers. Matt also has a Craft Beer Blog where he uses his experience to further educate home brewers on a multitude of topics.

Amy Payne has over 11 years of food service experience working as a server, hostess, trainer, front-end manager, and retail seafood manager. In addition to several years in sales and an extensive accounting background including accounts payable, accounts receivable, month- and year-end financials, and general bookkeeping and accounting and logistics.

Tom Payne, Managing Partner/Brewer

1. Responsible for maintaining the vision, mission, and philosophy of the company.
2. Oversees the brewery as a whole.
3. Handles all phases of the brewing cycle for all beer produced on site.
4. Interface with customers.
5. Train and manage brewing staff.
6. Final approval on all menu items, specials and offerings.
7. Prepare paperwork, i.e. count inventory and calculate product cost, product ordering, and prepare labor schedules.
8. Reporting of barrels produced for State and Federal Excise taxes.

Amy Payne, General Manager

1. Train and manage all “Front-of-house” staff.
2. Working with the Executive Chef on creative and appropriate (seasonally) features and menu items.
3. Handle in-house bookkeeping.
4. Interface with customers.
5. Support all visions, goals, mission and the company philosophy.

6. Overseeing all marketing and promotional opportunities.
7. Supporting the Managing Partner/Brewer in whatever capacity is necessary.
8. Bar tending
9. Mug club organization

Executive Chef

1. Head of the kitchen.
2. Handles all aspects of food preparation and menu planning in coordination with the General Manager.

Company Attorney Gerald Gavin

1. Responsible for establishing an LLC business form.
2. Prepare and file necessary legal documentation.
3. Responsible for contractual relations with investors and potential investors.
4. Responsible for all legal proceedings.

Accountant TBD

1. Assist in directing the finances for the brewery.
2. Manage all budgets, projections, and all statements necessary for tax filings.
3. Assist in preparing financial reports to help make business decisions.

BUSINESS OVERVIEW

Microbrewery Description

A microbrewery is a business that manufactures all of its own beer to be sold mainly on premise as well as packaged for takeout sales through the use of growler.

Microbreweries may not sell beer produced by any other brewery.

Seating

Seating will include approximately 1400 sq. ft. of customer space. It is estimated that there will be seating for around 80 people on the main floor with another 13 seats at the bar. The use of the outdoor patio when built will add to our seating capacity by another

100 guests during the warmer weather seasons and patio heaters will assist in extending that.

Decor

Aside from the "obviously used to be a 7/11" entryway the exterior of the building will remain mostly as it is as the brick is in great shape. The interior will have a completely open floor plan with larger communal tables and smaller tables that easily move to accommodate larger groups. No TV's will be installed however the use of an overhead projector will be used for RedWings, Lions, Tigers, Pistons and NCAA games as needed. TwoGuys Brewing has no interest in becoming a sports bar as our focus is providing Wyoming Park a friendly meeting place where our beer takes center stage.

Parking

This property holds 18 parking spaces with another large lot (50+) directly behind and another (25+) directly across the street.

PRODUCTS

Alcohol

TwoGuys will feature beer brewed on-site by Tom Payne as well as occasional guest brewers also brewed on site. We will also focus on hand-crafted wines made from seasonal, local produce, mead made from local honey as well as house made flavored syrups for our sodas

FOOD

Every effort will be made to source as much local meat, poultry, and produce as possible with a focus on healthy, seasonal, and delicious fare intended to keep our guests returning for more. Tom Payne will use his connections in the food service industry to find the best products available to keep costs in line with our demographic. Tom's years of experience will allow TwoGuys to separate itself from other pubs and the image of fried greasy foods and replace that image with fresh and distinctive offerings.

Other

We will also increase revenue with growler sales (glass jugs of beer filled on-site), bottles of wine, as well as a few well-chosen promotional items, such as glasses, hats, and clothing.

BREW PUB INDUSTRY ANALYSIS

Brewpubs and microbreweries are growing tremendously in popularity. From 2009 to 2010, the craft beer industry experienced a growth rate of 15 percent. The industry has become accustomed to growth and has grown every year for the past 45 years. Dollar sales at microbreweries and brewpubs were up 14% for the first half of 2012 while overall beer sales were actually down 10%. Craft beer market share, in 2011, was 5.7 percent by volume 9.1 percent by dollars. Moreover, most brewpubs have a 60:40 alcohol to food sales ratio, meaning there are more dollars to be captured with the inclusion of a great menu.

"Craft beer volume growth outpaced that of imports, large brewers, wine and spirits in 2011," said Paul Gatzka, Director of the Brewers Association. "The craft beer segment continues to show healthy and steady growth with many individual brewers enjoying double-digit volume increases," said Charlie Papazian, President of the Brewers Association. Craft brewers sold an estimated 11,468,152 barrels in 2011 compared to 10,133,571 in 2010. "Americans increasingly prefer the flavor and diversity of fresh, locally-made beers," says Papazian. "Many Americans first discovered full-flavored beers at local breweries and now the diverse and exciting choices among those flavorful brews have become a regular part of their lifestyle." The continuance of the rising growth rate of the craft brew industry means good things for TwoGuys Brewing. In 2012 the US saw 387 craft breweries open with an estimated 1100 to open in 2013. Growth is expected for the 2013 and 2014 years, and TwoGuys Brewing will benefit from that growth.

End Consumer

The end consumer of TwoGuys can be broken down into three groups: locals, beer enthusiasts, and visitors. Locals will account for most of the business, approximately 80 percent, but enthusiasts and visitors will make up a respectable 20 percent.

Locals include people living in the Greater Grand Rapids area, but more specifically citizens of the Wyoming area. To determine the amount of locals we may encounter radial studies have been completed. Within a 1-mile radius of TwoGuys there are 8,767 adults over the age of 21; 60,766 within a 3-mile radius; 164,946 within a 5-mile radius. Moreover, these people have an average income well over \$40,000. The median age of this area is 35 and nearly 53,000 cars pass this intersection daily.

Beer enthusiasts are people who are involved and interested in the craft-brewing industry. These are people who love craft beer. This group is made up of folks (mostly males), ages 25 to 55 some of whom are willing to travel further than others, so the general market is as large as the entire country. After visiting TwoGuys, these folks will forever remember not only our delectable beers, but the amazing menu offerings.

Visitors are harder to nail down but with tens of thousands of vehicles passing daily the potential to capture their business is unlimited.

MARKETING & SALES

Marketing Strategy

The marketing strategy of TwoGuys is to uphold the strictest standards of quality while serving up excellent food, beer, and atmosphere. This will provide the company with a strong reputation and encourage customers to tell others about their experience.

TwoGuys must prove itself among the many breweries, brewpubs, bars, and restaurants in the Grand Rapids area. When restaurants and drinking places open, people want to try them out immediately and first impressions can make or break businesses in this industry. Therefore, TwoGuys will make sure every experience is a positive one and will focus on serving the finest beers and food selection insuring there is something for everyone and leave the guest craving more.

TwoGuys will use traditional and nontraditional marketing efforts to promote the brewery including print and online marketing options as well as partnering with the Team Beer City marketing group.

TwoGuys will also participate in local events such as GR Restaurant Week, Cool Brews Hot Eats, GR Beer Week, GR Cider Week and all other local opportunities. At these events, merchandise and fliers will be handed out. Moreover, TwoGuys will hand out these things often at as many places as it can to give the brewery as much promotion as possible.

Sales Strategy

The sales strategy of TwoGuys is direct sales to customers from the brewery as well as limited distribution in the Grand Rapids area. The main selling point will be our hand-crafted libations and food offerings. Focus, therefore, will be the sale of these two groups at the brewery. All advertising within the brewery will be endorsed TwoGuys products, events, promotions, and specials.

TwoGuys will encourage pub crawls where people are driven around to different microbreweries. These are usually set up by home-brew clubs like Primetime Brewers and advocates of the craft beer movement such as The Grand Rapids Society of Beer. TwoGuys will periodically mention pub crawls in its advertisements and promote them at the brewery. Moreover, there will be frequent tours of the brewery where consumers will get to explore parts of the brewing process and get a sample of freshly brewed beer at the end.

Pricing

The pricing of products at TwoGuys will be based on three measurements: competition, cost, and demand. All three of these measures will be factors in maximizing profit.

Pricing of beer and food will be very similar to our local competition. If our prices are too high, consumers will choose to take their business elsewhere. If prices are too low, the profit margin will not be as high as it could be.

Also to be considered when setting prices will be the raw costs of the goods and services sold. All products require different quantities of ingredients and labor to be produced.

Obviously, products with higher priced materials and greater labor are going to command a higher price.

The final factor considered in pricing will be demand. A lot of this demand will be based on consumer input. TwoGuys will monitor sales to see which goods are selling better than others. As stated earlier, if some goods are not selling up to standards, they might be removed from the menu. Likewise, we will measure the price sensitivity of its customers. This will be done by making occasional price markups and markdowns on selected menu items. This will survey how much consumers are willing to pay for certain items.

From our research, nearly forty percent of the sales in the brewing industry come from food items. However, the greatest profit margin is incurred from alcohol sales, mainly house-brewed items. Pricing will change from time to time when warranted, but will remain the same for the most part. Pricing will be reviewed on a monthly basis at a minimum.

RISK FACTORS

Obviously, there are many potential risks entering into the beverage and restaurant industry. Many startups immediately fail and many are still losing money. Possible risks TwoGuys faces have been considered and are being planned for. There are also many opportunities that we will capitalize on.

Risks:

1. Lack of business. If TwoGuys is not receiving sufficient business, major problems would arise. The outlook, however, is very strong. There is currently a robust market for breweries both locally and nationally especially here in Beer City USA.
2. Missing inventory. The average alcohol shrinkage of a bar is 20 percent due to bartender freebies, miss pours, and incorrect orders. This results in lost revenue. This will be continuously monitored by a surveillance system and frequent physical inventory checks to lessen the impact.
3. Overhead costs exceeding sales would pose a problem if it occurred consistently. If the cost to maintain the equipment, building and other overhead costs exceed

sales, TwoGuys would be in serious disarray. We will fight this by reviewing financials on a monthly basis at a minimum and hiring an accountant.

4. Management and staff problems. Employees will initially be given a chance to settle disputes and correct mistakes, depending on severity as per the employee handbook. However, some mistakes, such as stealing and harassment will result in immediate termination.

Opportunities:

1. TwoGuys will be constantly evaluating sales to determine menu additions and deletions.
2. We will form alliances with others to promote business. This is beneficial to both sides for advertising, giveaways, and word-of-mouth promotion.
3. We will also participate, along with other breweries, in special, locally-focused brews. A recent example of this is The Beer City Grand Series. A year-round event in which local, Grand Rapids-area breweries collaborate on a specific style of beer or beer recipe. Customers are then encouraged to try all participating breweries' finished product.

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): TAMAZ, LLC (D/B/A TWO GUYS BREWING)	PROPOSED LICENSE LOCATION: 2356 PORTER STREET SW WYOMING, WY 83919
LICENSE TYPE: MICRO BREWERY	

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 Carnody, Police Chief

Date: 8/5/14

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): TAMAZ, LLC (D/B/A TWO GUYS BREWING)	PROPOSED LICENSE LOCATION: 2356 PORTER STREET SW WYOMING, MI 49519
LICENSE TYPE: MICRO BREWERY	

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: Contingent on parking approval by City Planner

(Explain recommendation for denial)


Development Review Team

Date: 10/24/14

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): TAMAZ, LLC (D/B/A TWO GUYS BREWING)	PROPOSED LICENSE LOCATION: 2356 PORTER STREET SW WYOMING, MI 49519
LICENSE TYPE: MICRO BREWERY	

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 *(see note below)*

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

2016 Property taxes for applicant's residence at 2539 Byron Center Ave SW are due 8/31/16
water/sewer bill for applicant's residence at 2539 Byron Center Ave is past due
current amount due \$177.34 if paid by 7/21/16

Andrea Boot
Andrea Boot, Treasurer

Date: 7/13/16

11/16/16

2016 summer taxes were paid 08/09/2016
water/sewer account is up to date as of 11/7/16

AB

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): TAMAZ, LLC (D/B/A TWO GUYS BREWING)	PROPOSED LICENSE LOCATION: 2356 PORTER STREET SW WYOMING, MI 49519
LICENSE TYPE: MICRO BREWERY	

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: 9/8/16

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 November 21, 2016 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Tamaz, LLC for a new Micro Brewery licensed business to be located at 2356 Porter Street 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 November 21, 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. _____

RESOLUTION NO. _____

RESOLUTION TO ENTER INTO A COMMERCIAL PROPERTY LEASE
WITH TAMAZ, LLC FOR PROPERTY AT 2385 PORTER STREET SW

WHEREAS:

1. The City of Wyoming owns property at 2385 Porter Street SW, PPN 41-17-10-151-031, which was previously used as a fire station, a meter shop and a temporary laboratory, but which is currently vacant.
2. The City does not anticipate any immediate or near future use for the property for City operations.
3. The City was approached by Tamaz, LLC (Two Guys Brewing, Thomas Payne, Jr., Member) of 2539 Byron Center Avenue SW, Wyoming, MI 49519, to consider leasing the property to Tamaz, LLC for use in their microbrewing operation, in conjunction with property the company intends to lease at 2356 Porter Street SW.
4. A Commercial Property Lease has been negotiated wherein Tamaz, LLC will pay \$8,400 per year in rent, for a three-year term.
5. The City Council has determined it is in the best interests of the City, in order to support economic development in the neighborhood, and put unused property back into productive use.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the Commercial Property Lease with Tamaz, LLC, and authorizes the Mayor and City Clerk to execute the Lease.

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 November 21, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Commercial Property Lease

COMMERCIAL PROPERTY LEASE

The City of Wyoming, a Michigan Municipal Corporation, of 1155 – 28th St. S.W., Wyoming, Michigan, 49509 (hereinafter “Lessor”) and Tamaz, LLC, of 2539 Byron Center Ave. S.W., Wyoming, Michigan, 49519 (hereinafter “Lessee”), enter into this commercial lease, subject to the following conditions:

1. Premises. The Lessor leases to the Lessee the property located at 2385 Porter Ave. S.W., Wyoming, Michigan described as follows:

The South 181 feet of the East 120 feet of the West 153 feet of the Northwest 1/4, Section 10, T6N, R12W, City of Wyoming, Kent County, Michigan

Parcel No. 41-17-10-151-031

2. Term. The term of this lease shall be for 3 years, commencing on January 1, 2017.
3. Rent.

- a. Base rent. The lessee shall pay the lessor \$8,400.00 per year as base rent for the premises, in equal monthly installments of \$700.00. Rent for the first month shall be paid by the lessee on signing this lease. Thereafter, monthly installments of rent shall be due and payable in advance on the first day of each calendar month. Rent for any partial month of occupancy shall be prorated. Rent shall be paid to the lessor at the address shown above or any other place designated in writing by the lessor.
- b. Late fee. In the event the monthly rental payment set forth above, is not received by lessor on or before the fifth day of each month, a late fee in the amount of \$100.00 shall be added to the monthly rental payment.
- c. Rent escalation clause. The monthly rent provided for in this lease shall be increased effective as of the first day of January of each lease year in accordance with the change in the CPI, as defined in the next paragraph.

“CPI” means the Consumer Price Index for All Urban Consumers, All Items, All Cities, issued by the Bureau of Labor Statistics of the United States Department of Labor or any successor formula used by the United States Department of Labor.

4. Signs. All signs placed on the premises shall be in keeping with the character and decor of the premises. All signs placed on the premises shall be subject to the approval of the City prior to installation. Lessee shall be responsible for maintenance and repair of all signs.

5. Acceptance of occupancy. Except as provided herein, lessee shall be entitled to occupancy of the premises on January 1, 2017, unless an earlier date is agreed to in writing by the lessor. The lessee shall also be allowed to commence work in the building at such time as lessee receives approval to conduct business from the Michigan Liquor Control Commission and from the Wyoming City Council. The lessee acknowledges that the premises are in a state of repair that is acceptable for the lessee's intended use of the premises. The lessee accepts the premises "as is" and acknowledges that lessee has inspected the premises.
6. Vacation of the premises. The lessee shall not vacate or abandon the premises during the term of this lease. If the lessee does abandon or vacate the premises or is dispossessed by process of law or otherwise, any of the lessee's personal property that is left on the premises shall be deemed abandoned by the lessee, at the option of the lessor.
7. Use. The premises are to be used and occupied by the lessee for operation of a microbrewery to be used in conjunction with the property at 2356 Porter S.W. No activity shall be conducted on the premises that does not comply with all state and local laws.
8. Repairs and maintenance. The lessee shall be responsible for all maintenance and repair of the premises. The lessee must repair and maintain the premises at the lessee's expense. The premises shall be kept in good and safe condition, including any plate glass windows, the electrical wiring, the plumbing, any other system or equipment on the premises, structural members of all buildings, parking lot surface and other improvements on the premises.
9. Utilities. Lessee shall have all utilities servicing the premises metered in its own name as of the commencement of this lease and shall be responsible for payment of all charges for those utilities during the term of the lease. Utilities shall include gas, electric, water, telephone, internet, television or any similar service. Lessee shall hold lessor harmless for any utility charges not paid by lessee.
10. Surrender of the premises. The lessee shall surrender the premises to the lessor when this lease expires, broom clean and in the same condition as on the commencement date, except for normal wear and tear.
11. Entry and inspection. The lessee shall permit the lessor or the lessor's agents to enter the premises at reasonable times and with reasonable notice, to inspect and repair the premises.
12. Taxes and assessments. The lessor shall pay all real property taxes and assessments levied against the premises during the term of this lease. All taxes levied on personal property owned or leased by the lessee are the sole responsibility of the lessee.
13. Alterations. The lessee may remodel and improve the premises. However, any remodeling or improvements that alter the premises shall require prior written approval from the lessor. Such work shall be done without damage to any structural portion of the building. Any improvements constructed on the premises shall become the property of the lessor when this lease terminates.

14. Assignment and subletting. The lessee may not assign, sublet, or otherwise transfer or convey its interest or any portion of its interest in the premises without written consent from the lessor. The lessor shall have total discretion on its approval of proposed assignments or subleases.
15. Trade fixtures. All trade fixtures and movable equipment installed by the lessee in connection with the business it conducts on the premises shall remain the property of the lessee and shall be removed when this lease expires. The lessee shall repair any damage caused by the removal of such fixtures, and the premises shall be restored to the original condition.
16. Insurance. The lessee shall insure the premises, including all buildings and improvements, for the replacement cost of the buildings and improvements, against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. The lessee shall obtain and maintain in full force general liability and property damage insurance with coverage of not less than \$1,000,000 for injury or death to any one person, \$2,000,000 for injury or death to more than one person, and \$500,000 for property damage, covering all claims for injuries to persons occurring on or around the premises. The lessor must approve the amount and the issuing company of the insurance. Each insurance policy shall also contain a provision exempting the lessor from any loss of coverage as an insured due to the acts of the lessee. The lessee shall give the lessor customary insurance certifications evidencing that the insurance is in effect during the term of the lease. All policies must also provide for notice by the insurance company to the lessor of any termination or cancellation of a policy at least 30 days in advance. All policies shall name both the lessee and the lessor as insured parties.
17. The lessee's liability. All the lessee's personal property, including trade fixtures, on the premises shall be kept at the lessee's sole risk, and the lessor shall not be responsible for any loss of business or other loss or damage that is occasioned by the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises.
18. Destruction of the premises. If the premises are partially damaged or destroyed through no fault of the lessee, the lessor shall, at its own expense, promptly repair and restore the premises. If the premises are partially damaged, rent shall not abate in whole or in part during the period of restoration. If the premises are totally destroyed through no fault of the lessee or if the premises cannot be repaired and restored within 180 days, either party may terminate this lease effective the date of the destruction by giving the other party written notice of termination within 10 days after the destruction. If such a notice is given within that period, this lease shall terminate and rent shall be adjusted between the parties to the date of the surrender of possession. If the notice is not given within the required period, this lease shall continue, without abatement of rent, and the lessor shall repair the premises.
19. Mutual releases. The lessor and the lessee, and all parties claiming under them, release each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased premises or covered by insurance in connection with property or activities on the premises, regardless of the cause of the damage or loss. The lessor and the lessee shall each include appropriate clauses waiving subrogation against the other party,

consistent with the mutual release in this provision, in their insurance policies on the premises.

20. Indemnity. The lessee agrees to indemnify and defend the lessor its officers, agents and employees for any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any personal injury (including death) or property damages, from any cause, with respect to the lessee or the premises, except for liability resulting from the intentional acts or gross negligence of the lessor or its employees, agents or employees.
21. Default and reentry. If the lessee fails to pay rent when due; if the lessee fails to perform any other obligations under this agreement within 10 days after receiving written notice of the default from the lessor; if the lessee makes any assignment for the benefit of creditors or a receiver is appointed for the lessee or its property; or if any proceedings are instituted by or against the lessee for bankruptcy (including reorganization) or under any insolvency laws, the lessor may terminate this lease, reenter the premises, and seek to relet the premises on whatever terms the lessor thinks advisable. Notwithstanding reentry by the lessor, the lessee shall continue to be liable to the lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the lessor may at any time elect to terminate this lease for any default by the lessee by giving the lessee written notice of the termination.

In addition to the lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the lessor deems necessary any repairs that the lessee is required to make or if the lessee defaults in the performance of any of its obligations under this lease, the lessor may make repairs or cure defaults and shall not be responsible to the lessee for any loss or damage that is caused by that action. The lessee shall immediately pay to the lessor, on demand, the lessor's costs for curing any defaults, as additional rent under this lease.

22. Notices. Any notices required under this lease shall be in writing and served in person or sent by registered or certified mail, return receipt requested, to the addresses of the parties stated in this lease or to such other addresses as the parties substitute by written notice. Notices shall be effective on the date of the first attempted delivery.
23. The lessee's possession and enjoyment. As long as the lessee pays the rent as specified in this lease and performs all its obligations under this lease, the lessee may peacefully and quietly hold and enjoy the premises for the term of this lease.
24. Holding over. If the lessee does not vacate the premises at the end of the term of this lease, the holding over shall constitute a month-to-month tenancy at a monthly rental rate to be set by the lessor at its sole discretion.
25. Entire agreement. This agreement, together with the security and option agreement entered into between the lessor and the lessee, contains the entire agreement of the parties with respect to its subject matter. This agreement may not be modified except by a written document signed by the parties.

26. Waiver. The failure of the lessor to enforce any condition of this lease shall not be a waiver of its right to enforce every condition of this lease. No provision of this lease shall be deemed to have been waived unless the waiver is in writing.
27. Binding effect. This agreement shall bind and benefit the parties and their successors and permitted assigns.
28. Time is the essence. Time is the essence in the performance of this lease.
29. Additional Terms.
 - A. Lessor shall approve the storage, use and consumption of alcohol on the premises as required by the applicable provisions of the City Code and City Charter and in accordance with the licenses obtained by lessee from the Michigan Liquor Control Commission.
 - B. Lessee shall provide lessor with its annual financial statements as soon as they are prepared and available to lessee.
 - C. Lessee shall have the option to purchase the premises at the end of the three year term of the lease subject to an agreement of the parties.
 - D. This lease shall be subject to a grant of the variance from the Board of Zoning Appeals of the City of Wyoming for this property and the property located at 2356 Porter S.W., Wyoming, Michigan as a micro-brewery.
 - E. This lease shall be contingent upon lessee obtaining a micro-brewery license and any other related licenses for a micro-brewery from the Michigan Liquor Control Commission.
 - F. Lessee shall be responsible for obtaining and maintaining all necessary licenses from the City of Wyoming, Kent County and the State of Michigan for the micro-brewery and the preparation and sale of any food items. Lessee shall comply with all requirements of any regulatory agency.

30. This lease shall be effective on the _____ day of _____, 2016.

Lessor:

Lessee:

CITY OF WYOMING

TAMAZ, LLC

Jack A. Poll, Its Mayor

Thomas Payne, Jr., Member

Kelli A. VandenBerg, Its City Clerk

RESOLUTION NO. _____

RESOLUTION TO ADOPT AND APPROVE BY-LAWS FOR
THE WYOMING TREE COMMISSION

WHEREAS:

1. The Wyoming Tree Commission attorney recommends that By-laws be adopted for the Wyoming Tree Commission.
2. The Wyoming Tree Commission reviewed and approved the proposed By-laws at their October 11, 2016 Board meeting.
3. Amendments to the By-laws must be approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED:

1. The By-laws of the Wyoming Tree Commission as attached, are adopted and approved, are effective immediately, and until such time as further amendments are appropriate.

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 November 21, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

By-Laws of Wyoming Tree Commission

BY-LAWS
OF THE
TREE COMMISSION
OF THE
CITY OF WYOMING, MICHIGAN

ARTICLE I - NAME

The name of the organization is the Tree Commission.

ARTICLE II - PURPOSE

The purpose of the Tree Commission is to promote healthy tree cover and variation of tree species in the City of Wyoming.

ARTICLE III – POWERS AND DUTIES

Section 1. The Commission may request information and reports from City staff, through the City Manager, which may be deemed necessary to carry out the purposes of the organization.

Section 2. The Commission may make recommendations to City Council to further the purposes of the organization.

Section 3. The Commission may enter into contracts, within the constraints of its approved budget and available funding, to further the purposes of the organization.

ARTICLE IV – FISCAL YEAR

Section 1. The fiscal year of the Tree Commission shall begin on July 1 each year and end on June 30 of the following calendar year.

Section 2. The Chairman of the Tree Commission shall submit an annual report of organization's activities to the City Council for the prior fiscal year no later than September 30 each year.

Section 3. A budget for the following fiscal year shall be submitted to the Wyoming City Manager by March 31 of each year.

ARTICLE V- MEMBERSHIP

Section 1. The members of the Commission shall consist of registered electors of the City of Wyoming appointed by the City Council.

Section 2. The members of the Commission shall constitute the Board of Directors of the Tree Commission.

Section 3. The Commission will consist of seven members.

Section 4. Members shall take an Oath of Office, administered by the City Clerk.

Section 5. A designated member of the City Council shall be invited to attend all meetings and shall act as a liaison between the Board and the Council.

Section 6. The City Manager will appoint a member of City staff to be an ex officio member of the Tree Commission.

ARTICLE VI- COMMITTEES

Section 1. The Commission may form committees to operate consistent with the purposes of and under the authority of the Commission.

Section 2. The Commission may appoint the chairperson for each committee by majority vote of those present at any regular meeting.

Section 3. The chairperson of each committee is responsible for all communications necessary to perform their specific task.

Section 4. All monies requested by such committees must be reviewed and approved by the Commission prior to allocation and accounted for within a pre-designated period of time.

ARTICLE VII – OFFICERS

Section 1. Election of officers shall be held by members of the Commission at the first regular meeting of each fiscal year by a majority of those members present.

Section 2. The officers of the Commission shall consist of a Chairman, Vice-Chairman, Secretary, Treasurer and such other officers as needed. The officers shall hold office for four (4) years or until their successors are appointed and qualified.

Section 3. The Chairman shall preside over all meetings of the Commission. The Chairman shall develop and present the agenda for all meetings. The Chairman shall sign all contracts which have been approved by the Commission.

Section 4. The Vice-Chairman shall perform those duties and exercise those powers of the Chairman during the absence or disability of the Chairman.

Section 5. The Secretary shall be responsible for all official communications of the Commission, shall give all notices as required in the By-Laws of the Commission and shall perform such other duties as may be designated by the Commission. The secretary shall be responsible for recording all proceedings of the meetings of the Commission and of the Executive Committee, if one is created, and shall provide minutes of meetings to all members.

Section 6. A Treasurer shall be appointed and have reporting responsibility of all funds, securities and accounts representing the Commission.

Section 7. The Commission is required to enter into an agreement with the Greater Wyoming Community Resource Alliance (GWCRA) to provide all fiduciary responsibilities for the Tree Commission. The GWCRA shall have custody of all Commission funds and securities and shall keep the accounts of the Commission. A full and accurate account of all receipts, disbursements, and deposits of all monies, securities and other valuable effects shall be kept by the GWCRA. The GWCRA shall prepare and present to the Commission an account of all financial transactions and the financial condition of the Commission. An income statement and balance sheet shall be submitted to the Chairman at least one week prior to the Commission's submission of the annual report to the Wyoming City Council. If required by the Commission, the GWCRA shall deliver to the Chairman and keep in force a bond in an amount satisfactory to the Commission and approved by the City Manager. The books and records of the GWCRA shall be audited by a qualified person appointed by the Finance Director/Comptroller of the City of Wyoming annually at the close of the fiscal year, June 30, or if the Finance Director of the City of Wyoming deems necessary.

Section 8. Any officer of the Commission may be removed by a majority of the members of the Commission.

ARTICLE VIII – MEETINGS

Section 1. Regular meetings of the Commission shall be held at a date and time established by resolution of the City Council, and in compliance with the Open Meetings Act. Meetings shall be held at the Wyoming City Hall, 1155 28th Street SW, Wyoming, Michigan.

Section 2. Any member who is not able to attend a regular or special meeting shall notify the Chair or Secretary. The absence may be excused by vote of the members present, and such excuse shall be placed in the minutes. If any member misses four (4) consecutive monthly meetings or 25% of such meetings in any fiscal year without such absences being excused by the members, that member's office shall be deemed as vacated. Any member being terminated shall be advised of their termination by letter.

Section 3. The Commission may adopt rules of procedure for the conduct of its meetings.

Section 4. The Commission may appoint an executive committee which shall consist of the officers of the commission. The Executive Committee shall have and exercise authority of the Commission between meetings.

Section 5. A quorum shall consist of a majority of the members of the Commission.

Section 6. Members of the Commission shall receive no compensation, other than the reimbursement of reasonable expenses as approved by the Commission.

ARTICLE IX – EXECUTION OF INSTRUMENTS

Section 1. When the execution of any contract, conveyance, or other instrument has been authorized without specifying which officer is responsible the Chairman, Vice-Chairman or Secretary may execute the same in the name and on behalf of the Commission.

ARTICLE X - AMENDMENT OF THE BY-LAWS

The By-laws of the Commission may be amended by the City Council of the City of Wyoming. The Commission may make recommendations to the City Council concerning any amendments.

Adopted by the Tree Commission on

Oct 11, 2016
Date

Estelle Sloatmaker
Chairman

James B. Ward
Secretary

Adopted by the City Council of the City of Wyoming on _____
Date

Kelli A VandenBerg, City Clerk

RESOLUTION NO. _____

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

WHEREAS:

1. The 2016/2017 Wyoming Community Development Block Grant Program approved budget includes an activity to provide low-income Wyoming families pending eviction with short-term rental assistance.
2. The City has identified as a high priority in its Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing.
3. On July 1, 2016, the City of Wyoming entered into an agreement with The Salvation Army Social Services of Kent County to provide low-income families residing in the city of Wyoming, at risk of housing loss through a pending eviction, with short-term rental assistance.
4. Due to the need to fully spend the 2015-2016 CDBG grant award in 2016-2017, the City Council previously authorized a budget amendment to increase the funding for The Salvation Army Social Services of Kent County from \$16,000.00 to \$20,820.00 via the re-appropriations process. The amendment also calls for an increase in the number of low-income families provided with short-term rental assistance from approximately 8 families to 10 families.
5. Sufficient funds are available in the activity account #256-400-69216-956.308 and #256-400-69217-956.308.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement amendment with The Salvation Army Social Services of Kent County, increasing the total contract amount from \$16,000.00 to \$20,820.00.

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 November 21, 2016.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement

Resolution No. _____

STAFF REPORT

Date: November 14, 2016

Subject: The Salvation Army Social Services of Kent County 2016-2017 Contract Amendment

From: Rebecca Rynbrandt, Director of Community Services

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

Meeting Date: November 21, 2016

RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement amendment with The Salvation Army Social Services of Kent County related to Community Development Block Grant (CDBG) funding of short-term rental assistance, including emergency shelter for hotel stays, as a means to prevent homelessness. The amendment is to increase the current contract amount from \$16,000.00 to \$20,820.00, and increasing the number of low-income families assisted from approximately 8 families to 10. The increase is consistent with the City Council authorized Budget Amendment re-appropriating funding to this fiscal year (2016-2017) to ensure that the 2015-2016 CDBG grant award is fully expended.

SUSTAINABILITY CRITERIA:

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

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

Economic Strength – The Salvation Army Social Services of Kent County shall use CDBG funds allocated by the City for the cost of providing approximately ten (10) low-income Wyoming families pending eviction with short-term rental assistance. These funds assist families who are at risk of becoming homeless.

DISCUSSION:

The 2016-2017 Wyoming Community Development Block Grant Program approved budget includes an activity to provide low-income Wyoming families pending eviction with short-term rental assistance. On July 1, 2016, the City of Wyoming entered into an agreement with The Salvation Army Social Services of Kent County for these services. Due to the need to fully spend the remaining 2015-2016 CDBG grant award in 2016-2017, the City Council, authorized a Budget Amendment re-appropriating the remaining funds from 2015-2016, which increased the total funding available for these Salvation Army services from \$16,000.00 to \$20,820.00. An amended contract is now being presented to allow for the contract change. The amendment also calls for an increase in the number of low-income families provided with short-term rental assistance from approximately 8 families to 10.

BUDGET IMPACT:

The amended contract is in the amount (not to exceed) \$20,820.00. Sufficient funds are available in the activity account #256-400-69216-956.308 and #256-400-69217-956.308 to provide for this change.

ATTACHMENTS:

Resolution
Agreement

**CONTRACT AMENDMENT BETWEEN
THE CITY OF WYOMING
AND
THE SALVATION ARMY SOCIAL SERVICES OF KENT COUNTY
JULY 1, 2016 THROUGH JUNE 30, 2017**

THIS CONTRACT, entered into this ____ day of _____, 2016, effective from July 1, 2016 through June 30, 2017 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28th Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **The Salvation Army Social Services of Kent County**, a Not-for-Profit Corporation, located at 1215 E. Fulton Street, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

WITNESSETH THAT:

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

WHEREAS, the City has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the problems of homelessness and the need for affordable housing; and

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

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

1. Project Objective.

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

2. Scope of Services.

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

- a. The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately ten (10) low-income Wyoming families pending eviction, including eviction from emergency shelter hotel stay, with short-term rental assistance. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) per household may be provided for short-term rental assistance for not more than three (3) months, with the

total amount expended not to exceed TWENTY THOUSAND EIGHT HUNDRED TWENTY AND NO/DOLLARS (\$20,820.00).

- b. The Subrecipient shall determine eligible households to be at or below 40% of the Area Median Income and be at-risk of homelessness. These households will be identified by Housing Assessment Program (HAP) intake staff and referred to a housing resource specialist on staff. The housing resource specialist must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
- c. The Subrecipient will invoice and collect from the City a maximum total of TWENTY THOUSAND EIGHT HUNDRED TWENTY AND NO/DOLLARS (\$20,820.00) to be used to reimburse the Subrecipient the cost of providing short-term rental assistance, including rental assistance for emergency shelter in hotels, to low-income Wyoming families pending eviction.
- d. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.

3. Time of Performance.

- a. On July 1, 2016, the Subrecipient shall commence performance of the services and activities required under this Contract.
- b. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2017, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of TWENTY THOUSAND EIGHT HUNDRED TWENTY AND NO/DOLLARS (\$20,820.00) in accordance with the following schedule:
 - 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
 - 2) Reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming within 30 days of the period end with the exception of the period end of June 30, 2017, which shall be limited to 31 days (July 31, 2017).
 - 3) If no expenses are incurred by the Subrecipient for the period, written documentation of such is to be provided to the City of Wyoming within 30 days of the period end.

4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2017 by July 31, 2017 shall result in loss of funding for said expenses.

b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of TWENTY THOUSAND EIGHT HUNDRED TWENTY AND NO/DOLLARS (\$20,820.00)

5. Financial Transparency.

The parties hereby agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by way of this agreement. The Subrecipient shall disclose it has received funding by the City of Wyoming Community Development Block Grant Fund in support of its short-term rental assistance program¹⁶. Such disclosure shall be posted on the Subrecipient's website during the terms of this agreement. The Subrecipient agrees that it will maintain an operational internet website accessible to the general public.

6. Continued Funding.

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 29.

7. Finance Procedures.

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

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

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

8. Donations and Fees.

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

9. Contract Modifications.

The City, from time to time, may expand, diminish or otherwise modify the project objective, scope of services, or any other contract provision related thereto, which the Subrecipient is required to perform pursuant to Sections 1 and 2 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

10. The Subrecipient's Failure of Performance.

- a. Breach of Contract. The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.
 - 1) The City shall determine in its sole discretion whether the work is satisfactorily completed.
 - 2) In the event the City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.
 - 3) In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
- b. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
- c. Termination by the City. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City with sixty (60) days written notice to the Subrecipient, may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided for in this Contract.
 - 1) In the event this Contract is terminated:
 - a) All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to the Contract, shall become the property of the City; and

- b) The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 2) b) below.
- 2) It is agreed that nothing contained herein shall:
- a) Deprive the City of any additional rights or remedies, either at law or in equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b) Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.
- 3) Nothing contained herein shall prohibit the City and the Subrecipient from mutually agreeing to terminate this Contract.

11. Reports and Information.

- a. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”
- b. Administrative Practices and Policies. The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. Equal Opportunity Employment. The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. Community Development Program Reports. The Subrecipient shall maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household; attestation of property rental certification compliance. The Subrecipient shall submit an Annual

Performance Report, which includes a demographic report, in formats approved by the City, by July 31, 2017.

- e. Annual Performance Report. This report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
- f. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – The Salvation Army Social Services of Kent County

Subrecipient’s Unique Entity Identifier – DUNS 12562-4804

City Federal Award Identification Number – B16MC260020

City Federal Award Date – July 1, 2016

Subaward Period of Performance Start & End Date – July 1, 2016-June 30, 2017

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$20,820.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$20,820.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$20,820.00

Federal Award Project Description – Subsistence Payments, administered by The Salvation Army Social Services: Wyoming low-income persons pending eviction have the benefit of short-term rental assistance for the purpose of preventing homelessness and providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 530-7266.

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

12. Eligible Costs of the Subrecipient.

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

13. Records and Documentation.

- a. Establishment and Maintenance of Records. The Subrecipient shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be required by the City.
- b. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
- c. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

- a. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
 - 1) Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
 - 2) Permit the City or its designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
 - 3) Allow the City or its designated representatives to review such documents pertaining to this Contract that are considered as backup to the operation of the Subrecipient, regardless of funding source.
- b. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2

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

- c. A Single Audit must be conducted if the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.
- d. The Subrecipient is required to furnish the amounts reported on the Subrecipient’s Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eighty (180) days after the end of its fiscal year.

15. Certifications.

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

16. Conflict of Interest.

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

17. Assignment and Transfer of Interest; Subcontracting.

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

18. Lobbying and Political Activities.

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

19. Save Harmless Clause.

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

20. Debarred or Ineligible Contractors.

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

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

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

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

21. Federal Uniform Administrative Requirements.

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

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

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

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

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

22. Insurance.

The Subrecipient shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance and a signed City of Wyoming Indemnification Agreement. Coverage shall be endorsed, with written confirmation, to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement:

- a. Commercial General Liability – Liability to include coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual liability. Coverage provided shall be primary and non-contributory to any coverage the City may have in place.

Minimum Limits:

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

Property Damage - \$1,000,000 per occurrence

- b. Business Auto Liability – Liability to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage the City may have in place.

Minimum Limits:

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

Property Damage - \$1,000,000 per occurrence

- c. Workers' Compensation and Employer's Liability – Statutory coverage.

Statutory Limits - \$500,000 per occurrence

- d. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

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

- e. The following language shall be included on the Certificate of Liability Insurance: “It is also understood and agreed that the following shall be Additional Insured’s on all insurance policies, with the exception of worker’s compensation: The City of Wyoming, and including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.”
- f. All insurance providers shall be “A” rated by the A.M. Best Company (www.ambest.com)

23. Civil Rights.

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

24. Compliance with the Law.

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

25. Severability of Provisions.

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

26. Waiver.

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

27. Disclosure of Confidential Material.

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

28. City Department or Office.

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

29. Termination at City's Election.

Either party may, upon sixty (60) days written notice to the Contractor, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Subrecipient is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Subrecipient, the City shall not be obligated to supply financial assistance over the proceeding months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and dividing the amount of monies expended over such period by the number of funded months (or any fraction thereof). The City shall also compensate the Subrecipient for any required expenses in excess of the average monthly payment in an amount not to exceed the total amount of this Contract as specified in Section 4 hereof.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE A CONTRACT AMENDMENT
FOR SPECIFIC HOME REPAIR SERVICES

WHEREAS:

1. The 2016/2017 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents.
2. On July 1, 2016, the City of Wyoming entered into an agreement with Home Repair Services of Kent County, namely a Minor Home Repair program and an Access Modification Program for persons with disabilities.
3. Due to the need to fully spend the 2015-2016 CDBG grant award in 2016-2017, the City Council, through the year end budget re-appropriations process, authorized a budget amendment to increase the funding for Home Repair Services from \$60,000.00 to \$65,000.00, with the Minor Home Repair program increased to \$42,500.00 and the Access Modifications program increased to \$22,500.00.
4. Sufficient funds are available in the activity account #256-400-69216-956.085 and #256-400-69217-956.085.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement amendment with Home Repair Services of Kent County, increasing the total contract amount from \$60,000.00 to \$65,000.00, with the Minor Home Repair program increased to \$42,500 and the Access Modifications program increased to \$22,500.00.

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 November 21, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: November 14, 2016

Subject: Home Repair Services 2016-2017 Contract Amendment

From: Rebecca Rynbrandt, Director of Community Services

Cc: Joel Ruiters, Executive Director, Home Repair Services

Meeting Date: November 21, 2016

RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement amendment with Home Repair Services of Kent County, increasing the total Community Development Block Grant (CDBG) award from \$60,000 to \$65,000 to provide for an increased level of home repair and access modifications. Specifically, the contract amendment increases the amount dedicated to the Minor Home Repair program to \$42,500 and the Access Modification program to \$22,500. The increase is consistent with the City Council authorized Budget Amendment re-appropriating funding to this fiscal year to ensure that the 2015-2016 CDBG grant award is fully expended. It is recommended the City Council now therefore enter into the attached amended agreement with Home Repair Services.

SUSTAINABILITY CRITERIA:

Environmental Quality – Funding shall address blight and public welfare through improved housing.

Social Equity – Funding shall impact disenfranchised low-moderate income home owners.

Economic Strength – Through the improvement of housing stock within the City of Wyoming, property values shall be maintained or improved, not only at the specific location but also throughout the immediate neighborhood through the proximity effect. Low-moderate income homeowners shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. as a result of subsidized home repairs.

DISCUSSION:

The 2016-2017 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents. On July 1, 2016, the City of Wyoming entered into an agreement with Home Repair Services of Kent County, namely a Minor Home Repair program and an Access Modification Program for persons with disabilities. Due to the need to fully spend the 2015-

2016 CDBG grant award in 2016-2017, the City Council authorized a Budget Amendment, which increased the total funding available to \$65,000, with the Minor Home Repair program increased to \$42,500 and the Access Modification program increased to \$22,500. The maximum amount allowable per location remains at \$5,000 for both programs. The increase in the total contract amount will enable more low to moderate income homeowners to be served.

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$65,000.00, distributed as follows: Minor Home Repair - \$42,500.00 and Access Modification - \$22,500.00. Sufficient funds are available in the activity account #256-400-69216-956.085 and #256-400-69217-956.085.

**CONTRACT AMENDMENT BETWEEN
THE CITY OF WYOMING
AND
HOME REPAIR SERVICES OF KENT COUNTY, INC.
JULY 1, 2016 THROUGH JUNE 30, 2017**

THIS CONTRACT is entered into this _____ day of _____, 2016, effective from July 1, 2016 through June 30, 2017 and by and between the **City of Wyoming**, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, through its Community Development Section of the Planning and Development Department, hereinafter called the "City", and **Home Repair Services of Kent County, Inc.**, a non-profit corporation organized and existing under the laws of the State of Michigan, hereinafter called the "Subrecipient".

WITNESSETH THAT:

WHEREAS, the City desires to engage the Subrecipient to perform certain services and activities; and

WHEREAS, the Subrecipient agrees to perform such services and activities in a lawful, satisfactory and proper manner and in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City;

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

SECTION 1 - PROGRAM OBJECTIVES:

1. The program objectives of this Agreement are herein established as the standards to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient.
2. The objectives are to preserve and improve the eligible housing stock within the City of Wyoming by means of:
 - a. Providing a Minor Home Repair Program. The purpose of this program is to provide small emergency home repairs to single family owner occupied households for low/moderate income homeowners.
 - b. Providing an Access Modification Program. The purpose of this program is to modify the homes of eligible persons with significant mobility impairment(s) to improve accessibility and usability of those houses. Participants may be homeowners or renters.

SECTION 2 - GENERAL PROVISIONS FOR REPAIR PROGRAMS:
(Minor Home Repair and Access Modification)

1. The Subrecipient shall accept all requests from eligible persons desiring home repair assistance. The Subrecipient shall investigate the nature of the emergency assistance

desired and needed, shall take an application for said assistance, or place the request on a waiting list. When demand for Minor Home Repair and Access Modification Program exceeds the Subrecipient's ability to supply the service, the Subrecipient shall maintain a waiting list for services. When the annual maximum has been reached for a location, the client's name may be placed on a waiting list for the next Contract year.

2. Priority for the provision of these Contract services shall be given to especially vulnerable applicants and especially serious health or safety repairs, i.e. the worst situations and/or cases shall be served first.
3. A client co-payment policy shall continue ensuring that a fee is charged to clients for Minor Home Repair and Access Modification Program. The co-payment policy may be amended by the Subrecipient's Board of Directors upon approval by the City. When Department of Health and Human Services State Emergency Relief funds (SER) are combined with CDBG funds, the SER funds are not considered program income.
4. If the Subrecipient should encounter critically needed repairs that would exceed the annual limits of the Minor Home Repair Program, those situations shall be referred to other repair/rehab programs including, but not limited to, other programs operated by the Subrecipient and/or the City, and the inspection reports and cost analysis information developed by the Minor Home Repair Program shall be provided to those programs. Also, in those instances where the Subrecipient shall encounter conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, the Subrecipient is authorized to contact a licensed subcontractor to provide the small emergency home repair, provided total costs do not exceed the annual maximum per location established in this Contract.
5. The Subrecipient or its designee shall verify the eligibility of applicants using the criteria set forth in this agreement. The income guidelines for Minor Repair and Access Modification programs shall be 50% of area median income (AMI) as calculated by the Federal Government, or up to 80% AMI upon discretion of the Subrecipient's Executive Director.
6. The Subrecipient shall be properly licensed to provide the services required by this Contract. The Subrecipient and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Subrecipient agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Subrecipient's area of Contract activities.
8. The Subrecipient shall maintain insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
9. The Subrecipient may provide up to 22 hours of on-the-job training in these Repair

Programs for its employees. These hours will not be charged against a homeowner's annual maximum.

SECTION 3 - MINOR HOME REPAIR PROGRAM:

1. The Subrecipient shall provide minor repair services, including labor and materials of subcontracted repairs, to a minimum 45 homes of low/moderate income homeowners. Minor Home Repairs are defined as tasks promoting the health, safety and economical utility consumption and protection of property including appurtenant structures of the residents of homes that are otherwise habitable. The Subrecipient shall make the minimal necessary repair(s) to correct the problem. Home improvement does not meet this definition and decoration is not permitted. Attention should be paid, however, to aesthetic acceptability of the finished repair. Options regarding cost and appearance should be reviewed with the homeowner to assure client satisfaction. These repairs undertaken by Home Repair Services will not necessarily bring the condition of a dwelling up to building or housing code standards. The maximum amount paid by the City for Minor Home Repair Program services under this Contract shall be \$42,500.00 except as revised by Sections 13, 14, and 15.
2. The Subrecipient shall service the homes of eligible owner-occupants up to a maximum of \$5,000.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of the Subrecipient's Executive Director, providing funds are available.
3. Those labor costs which shall be applied toward the dollar limit per location shall include only time at the work site, coffee breaks, traveling to and from the job site, in the shop, buying materials and filling out the appropriate paperwork. The unit of service for this Contract shall be the "service hour" which is defined as all of the above plus site inspections and on-the-job training.
4. The Subrecipient shall review with each homeowner receiving service which Minor Home Repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
5. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.
6. The Subrecipient shall not provide services to mobile homes unless the home is on property owned by the occupant and permanently affixed to the property.

SECTION 4 - ACCESS MODIFICATION PROGRAM:

1. This program will improve the homes of persons with significant mobility impairments to improve the accessibility of those houses. This may include but not be restricted to:

a ramp, doorway widening, hand rails, bathroom grab bars, etc. Recipients must have received an Access Modification Survey conducted by a qualified organization approved by the City and only improvements listed on that survey shall be provided. The Access Modifications limit per location is \$5,000.00. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by the Subrecipient's Executive Director in accordance with the Subrecipient's rules governing such situations. The maximum amount paid by the City for the Access Modification Program services under this Contract shall not exceed \$22,500.00, except as revised by Sections 13, 14, and 15.

2. The Subrecipient shall review with each participant receiving service which modifications are to be performed and confirm the participant's choice to proceed with the program prior to beginning the modifications and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
3. The Subrecipient shall provide labor and subcontracted work for access modifications to be spread among at least 4 households.
4. This program will be available both to rental units as well as owner occupied units. In the case of rental units the landlord must give permission in writing to make the modifications and agree not to remove them if the disabled tenant moves out.
5. Only those access modifications that are physically attached to the structure will be provided by this program.
6. Wheel chair ramps or other exterior modifications may be provided anywhere in the City of Wyoming, but shall not be constructed on a home 50 or more years old without approval of the State of Michigan Historic Preservation Office.
7. This service will not be available to housing units required to be accessible or adaptable under the Fair Housing Act.
8. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.

SECTION 5 – WARRANTY/APPEAL:

1. Subrecipient Minor Home Repair and Accessibility Modifications files shall include invoices and payments made with a work list of tasks, materials and costs for the hours and the number of person-hours involved for each location. Any homeowner desiring a detailed report of labor and/or materials for a particular job shall be provided with this itemization upon request. Each case record shall show an approval by the homeowner with a dated signature showing receipt of work completed without waiving Subrecipient liability. Further requirements may be introduced to facilitate quality control site visits.

2. The Subrecipient agrees to provide in writing to each Minor Home Repair/Accessibility Modifications recipient a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. The opening of plugged drains, roof repair, and patching concrete steps are specifically excluded from the warranty. The Subrecipient shall maintain these records for three years.

SECTION 6 - LOSS OF CLIENT ELIGIBILITY:

1. The Subrecipient may withhold services for a period of one year and demand full restitution from any client who has defrauded the program. City staff shall be notified of the full circumstances in writing of each case.
2. The Subrecipient may deny all services to a client who has been physically or verbally threatening to the Subrecipient's staff. City shall be notified in writing of each such case.
3. In the cases where the client refuses to sign the Service Agreement indicating satisfactory completion of work because of a conflict involving quality of work or warranty, the client shall be directed to the Subrecipient's complaint policy.
4. The Subrecipient may either double the normal co-payment or charge or refuse to do the work altogether in cases where there is serious neglect or abuse of the house by the homeowner, upon review and approval by the City.

SECTION 7 - HOUSES FOR SALE/RENTAL UNITS:

1. The Subrecipient shall not provide labor related services to homes that are listed for sale.
2. Only 1-4 unit residential dwellings are eligible. If a dwelling has more than one unit, one of the units must be occupied by the participant.
3. Minor Home Repair shall not be provided to the rental portions of owner occupied multifamily houses unless:
 - a. The rental unit is occupied by a relative within and up to the second degree.
 - b. The household income of the rental unit combined with the owner's household income falls within the income guidelines.
 - c. The Access Modifications shall be available to both homeowners and renters who meet the income guidelines.

SECTION 8 - OVERRUNS:

It is acknowledged that the Subrecipient has a limited ability to pay for unanticipated costs. The dollar limit per location for repairs is established to help the Subrecipient and the homeowner avoid extensive work which could reduce the total number of households

to be assisted. The Subrecipient shall submit an annual report detailing the overruns of the Minor Home Repair and Access Modification Program.

SECTION 9 - RECORDS:

1. Each Job Cost Report shall contain a telephone number and other identification of the homeowner, and all Job Cost Report forms shall be identified to assist in the sample inspections. A reasonable effort must be made to obtain the homeowner's signed approval that "the work appears" satisfactory after completion of the work. A description of the work shall be kept in the client's file. Each Job Cost Report shall identify the number, and cost of units of labor and total cost of materials, labor, and subcontractors.
2. The Subrecipient shall maintain inventory and financial records, as cited within this Contract, sufficient to document all inventory dispositions and financial transactions in compliance with CDBG regulations.
3. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
4. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

SECTION 10 - REPORTS AND INFORMATION:

1. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance." Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
2. Administrative Practices and Policies. The Subrecipient shall submit its "administrative practices and policies" to the City for review within sixty (60) days of execution of this Contract. The administrative practices and policies shall include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Subrecipient's Board of Directors adopting and/or readopting the original and/or revised administrative practices and policies.

3. Equal Opportunity Employment. During the performance of this Agreement, Subrecipient agrees as follows:
- a. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
 - b. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. Subrecipient will send to each labor union or representative or workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of Subrecipient's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. Subrecipient will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Subrecipient may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. Subrecipient will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of

the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Subrecipient will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event Subrecipient becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

- h. In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
4. Community Development Program Reports. The Subrecipient shall maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household. The Subrecipient shall submit the following reports, in formats approved by the City, by July 31, 2017:
 - a. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
 - b. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

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

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

Subrecipient Name – Home Repair Services of Kent County, Inc.

Subrecipient's Unique Entity Identifier – DUNS 02104-2841

City Federal Award Identification Number – B16MC260020

City Federal Award Date – July 1, 2016

Subaward Period of Performance Start & End Date – July 1, 2016-June 30, 2017

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$65,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$65,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$65,000.00

Federal Award Project Description – Rehabilitation-Home Repair Services: Low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 530-7266.

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

SECTION 11 - CERTIFICATIONS:

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and

cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

SECTION 12 - HUD SECTION “3” PROVISION OF TRAINING AND EMPLOYMENT OF LOW AND VERY LOW INCOME PERSONS:

1. Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u)(as amended) and (24CFR135), requires that employment and training opportunities generated by HUD funded housing rehabilitation, housing construction, or public construction projects, to the greatest extent feasible, be given to low income persons (those whose household income is at or below 80% of the area median income) and are located in the metropolitan area and to businesses that are owned by Section 3 residents (51% or more) or that employ Section 3 residents (at least 30% of their work force) or that subcontract work with Section 3 businesses (25% or more of their subcontracts).
2. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
3. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
4. The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
5. The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24

CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- 6. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.
- 7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

SECTION 13 - TIME OF PERFORMANCE:

- 1. On July 1, 2016, the Subrecipient shall commence performance of the services and activities required under this Contract.
- 2. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2017, unless otherwise terminated pursuant to the terms of this Contract.

SECTION 14 - COMPENSATION AND METHOD OF PAYMENT:

- 1. As full compensation for the Subrecipient's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Subrecipient an amount up to Sixty Thousand and 00/100 dollars (\$60,000.00) from the City's Community Development Block Grant funds for the programs listed below.

*	Minor Home Repair	\$42,500.00
*	Access Modification Program	\$22,500.00
		\$65,000.00

The amount for each program may be transferred between programs by permission of the City (by the Community Services Director).

- 2. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Subrecipient pursuant to this Contract, exceed the maximum sum of Sixty Thousand and no/100 dollars (\$65,000.00) from the City's Community Development Block Grant funds.
- 3. The Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
- 4. The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as

mutually agreeable between the City and the Subrecipient.

SECTION 15 - CONTINUED FUNDING:

1. The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 31.
2. Financial Transparency. The parties hereby agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by the way of this agreement. The Subrecipient shall disclose it has received funding by the City of Wyoming Community Development Block Grant Funds in support of its Home Repair and Access Modification programs. Such disclosure shall be posted on the Subrecipient's website during the term of this agreement. The Subrecipient agrees that it will maintain an operational internet website accessible to the general public.

SECTION 16 - FINANCE PROCEDURES:

1. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.
2. Any unearned payments under this Contract may be suspended by the City upon the Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.
3. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

SECTION 17 - DONATION AND FEES:

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

SECTION 18 - CONTRACT MODIFICATIONS:

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

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

SECTION 19 - SUBRECIPIENT'S FAILURE OF PERFORMANCE:

The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.

1. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.
2. In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform work or services in a timely manner.
3. In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
4. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may, in its sole discretion, reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
5. Termination by the City:
 - A. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City, in its sole discretion and without notice may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided by this contract.
 - B. In the event this Contract is terminated:
 1. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to the Contract, shall become the property of the City.
 2. The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection (3) (b) below.

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

SECTION 20 - AUDITS AND INSPECTIONS:

1. At any time during normal business hours, and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
 - A. Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
 - B. Permit the City or its designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
 - C. Allow the City or its designated representatives to review such documents that are considered as backup to the operation of the Subrecipient, regardless of funding source.
2. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
3. A Single Audit must be conducted if the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.
4. The Subrecipient is required to furnish the amounts reported on the Subrecipient's

Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eighty (180) days after the end of its fiscal year.

SECTION 21 - CONFLICT OF INTEREST:

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

SECTION 22 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:

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

SECTION 23 - LOBBYING AND POLITICAL ACTIVITIES:

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

SECTION 24 - "SAVE HARMLESS" CLAUSE:

The Subrecipient shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Subrecipient shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, from any and all claims, demands, suits, liabilities and/or payments, actions, or

proceedings of any kind or nature, including workers compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the Subrecipient or its subcontractors. The insurance coverage specified herein and in the special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Subrecipient under the terms and conditions of this Contract. The Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

SECTION 25 - CIVIL RIGHTS:

1. The Subrecipient agrees that it will not discriminate as to provision of services pursuant to this Contract based on race, color, religion, national origin, age, sex, height, weight, handicap, source of income, familial status or marital status.
2. The Subrecipient agrees that it will not discriminate as to hiring or terms or conditions of employment based on race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
3. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
4. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
5. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

SECTION 26 - COMPLIANCE WITH THE LAW:

In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Subrecipient shall comply with all applicable Federal, State and local laws including the Architectural Barrier Act of 1968 (Barrier Free Design Act) (20 USC 293, as amended by 29 USC 706) and where applicable in relation to construction activities the Davis-Bacon Act, as amended (40 USC 276a-5); Copeland Anti-Kickback Act (18 USC 874 as supplemented by 29 CFR, Part 3) and Federal Fair Labor Standards provision as

amended (52 Stat. 1060; USCA 201 et. seq., 40 USC 327, 5 USC 1332-15) Section 2 of the Act of June 13, 1934, as amended (40 USC 276c).

SECTION 27 - SEVERABILITY OF PROVISIONS:

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

SECTION 28 - WAIVER:

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

SECTION 29 - DISCLOSURE OF CONFIDENTIAL MATERIAL:

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

SECTION 30 - CITY DEPARTMENT OR OFFICE:

It is agreed by the parties hereto that the City's Community Development Section of the Planning and Development Department shall be responsible for the administration of this Contract on behalf of the City; provided, however, that authority and responsibility for the administration of this Contract may be transferred to any other office or department of the City, by the City in its sole discretion.

SECTION 31 – FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS:

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

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

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

Subpart J of 24 CFR570.504, "Program Income."

Subpart J of 24 CFR 570.502, "Applicability of Uniform Administrative Requirements."

SECTION 32 - TERMINATION AT CITY'S ELECTION:

The City may, upon thirty (30) days written notice to the Subrecipient, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Subrecipient is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Subrecipient, the City shall not be obligated to supply financial assistance in an amount greater than the average monthly payment to the Subrecipient over the proceeding months of this Contract. Average monthly payment, for the purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amount of monies expended over such period. The City shall also compensate the Subrecipient for any required expenses in excess of the average monthly payment in the amount not to exceed the total amount of this Contract.

SECTION 33 – REVERSION OF ASSETS:

When this Contract ends, the Subrecipient must transfer to the City any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies. Since no CDBG funds will be used for the acquisition or improvement of real property, disposition requirements are not necessary.

SECTION 34 – DEBARRED OR INELIGIBLE CONTRACTORS:

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

1. HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status.
2. The Subrecipient must check all contractors, subcontractors, and vendors against the Federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>.

SECTION 35 – INSURANCE:

The Subrecipient shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance and a signed City of Wyoming Indemnification Agreement. Coverage shall be endorsed, with written confirmation, to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement:

1. Commercial General Liability – Liability to include coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual liability. Coverage provided shall be primary and non-contributory to any coverage the City may have in place.

Minimum Limits:

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

Property Damage - \$1,000,000 per occurrence

2. Business Auto Liability – Liability to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage the City may have in place.

Minimum Limits:

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

Property Damage - \$1,000,000 per occurrence

3. Workers' Compensation and Employer's Liability – Statutory coverage.

Statutory Limits - \$500,000 per occurrence

4. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

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

5. The following language shall be included on the Certificate of Liability Insurance: "It is also understood and agreed that the following shall be Additional Insured's on all insurance policies, with the exception of worker's compensation: The City of Wyoming, and including all elected and appointed officials, all employees, all

volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.”

- 6. All insurance providers shall be “A” rated by the A.M. Best Company (www.ambest.com)

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract Amendment as of the date first above written.

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor Date

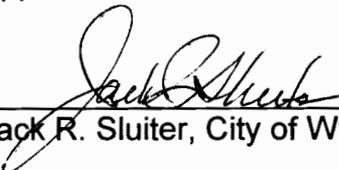
By: _____
Kelli A. VandenBerg, City Clerk Date

HOME REPAIR SERVICES OF KENT COUNTY,
INC.

By: _____
Christopher Caldwell, Chairperson Date

By: _____
Joel Ruiter, Executive Director Date

Approved as to form:



Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO APPROVE
TRAFFIC CONTROL ORDER NO. 3.03-16

WHEREAS:

1. Traffic Control Order No. 3.03-16, as set forth in the exhibits attached hereto and made a part of this Resolution, have been proposed in the City of Wyoming.
2. It is recommended by the City Traffic Engineer, as required by the Uniform Traffic Code for Cities, Townships and Villages, Part 2, Section R 28.1153, issued in October 2002 by the Commissioner of the Michigan State Police and adopted by the City of Wyoming, that said Traffic Control Order should be approved by the City Council as permanent.

NOW, THEREFORE, BE IT RESOLVED:

1. That such final approval be and is hereby granted that the aforesaid Traffic Control Order No 3.03-16 be made a permanent part of the Traffic Control Order files of the City of Wyoming.

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 November 21, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Traffic Control Order No. 3.03-16, with map



Traffic Department
2660 Burlingame Ave SW • Wyoming, Michigan 49509
Telephone (616) 530-7263 • Fax (616) 249-3487



www.wyomingmi.gov

November 21, 2016

MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Kent Vanderwood

AT-LARGE COUNCILMEMBER
Dan Burrell

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

PERMANENT
TRAFFIC CONTROL ORDER NO. 3.03-16

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

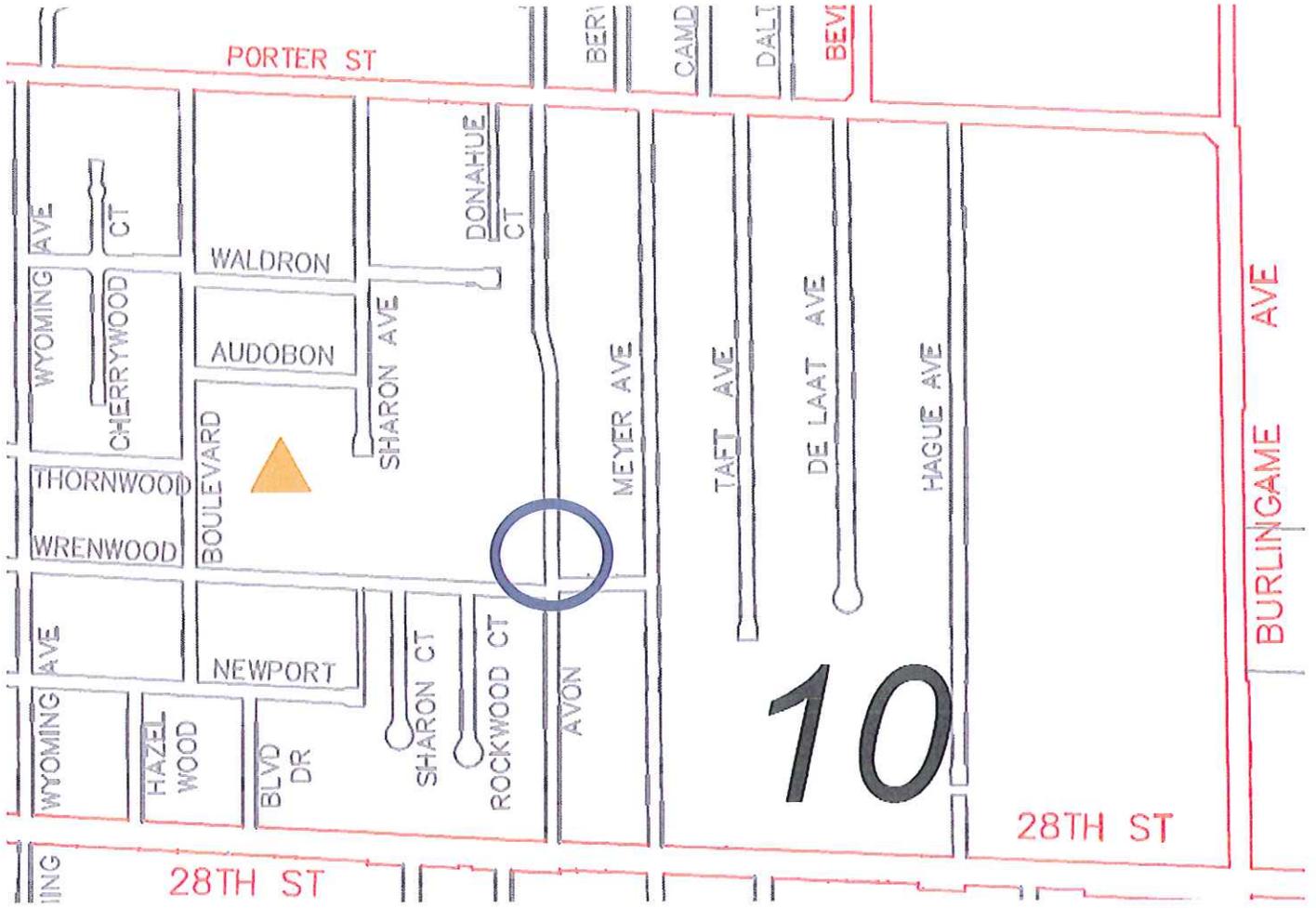
1. LOCATION:
Avon Ave, east side, from Wrenwood St north approximately 1,000 feet
2. REGULATION:
Traffic Control Order 3.17-75, dated March 5, 1975, is hereby revoked in its entirety
3. SIGNS:
Remove no parking restrictions (Thursday & Friday, 4:00 pm to 10:00 pm)
4. EFFECTIVE:
Immediately

Authority,


William D. Dooley, P.E.
Traffic Engineer

WDD:kn

cc: Police Services



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE
SUBSCRIPTION TO THE WATER RESEARCH FOUNDATION

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize continued support of the Water Environment Research Foundation.
2. A subscription provides financial support for research efforts on a variety of water quality topics and as a subscriber the City has received direct benefits for research activities and projects.
3. It is recommended the City Council authorize the 2016-17 subscription fee in the amount of \$30,715.00.
4. Approximately \$21,500.00 of this total is attributable to the wholesale customer communities and is recovered in the wholesale rates.
5. Funds for the subscription fee are available in account number 591-591-55300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the 2016-17 subscription fee to the Water Research Foundation in the amount of \$30,715.00.
2. The City Council does hereby authorize the City Manager to authorize future renewals of the subscription 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 November 21, 2016.

ATTACHMENTS:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: November 15, 2016
Subject: Continued Support for the Water Research Foundation
From: Jaime Fleming, Laboratory Services Manager
Date of Meeting: November 21, 2016

RECOMMENDATION:

It is recommended that City Council authorize continued support of the Water Environment Research Foundation via the 2016/17 subscription period fee in the amount of \$30,715.

SUSTAINABILITY CRITERIA:

Environmental Quality – By supporting the Water Environment Research Foundation, we will continue to ensure that all City of Wyoming Utility customers will benefit from ongoing research on a variety of water quality topics including drinking water treatment, distribution, water chemistry, asset management and regulatory compliance.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status.

Economic Strength – By using a collaborative approach with other water utilities through the Water Research Foundation, we gain the benefit of research that, on our own, would be a very costly endeavor. This collaboration helps us to provide the lowest possible rate to our customers while keeping our utility technologically up to date.

DISCUSSION:

For more than 25 years, the City of Wyoming Water Treatment Plant has been a subscribing member of the Water Research Foundation. A subscription provides financial support to their research efforts on a variety of water quality topics. In 2016, some topics that were of particular interest to Wyoming were asset management, lead and copper water chemistry, utility sustainability, and distribution system maintenance.

In addition to access to reports from research projects, our subscription also includes access to topic-specific “knowledge portals” that include case studies, toolkits, and training materials. These portals consolidate vast amounts of information in an easily referenced location.

As we continue to comply with new regulatory requirements and guidelines, it is important that we have a firm understanding of them. This begins with supporting sound science and research

undertaken within our own professional community. Our subscription fee is pooled with those from other utilities, multiplying the benefit we receive, uniting us with other utilities around the country and the world, and reducing the dollar amount that individual utilities would incur if conducting this work on their own. Wyoming should be proud of its ongoing commitment to the Water Research Foundation.

BUDGET IMPACT:

The subscription fee for the Water Research Foundation is based on the total water produced per year. The subscription fee for the 2016/17 subscription period is \$30,715.00. Approximately \$21,500.00 of this total is attributable to the wholesale customer communities and is recovered in the wholesale rates.

Sufficient funds are available in the Water Fund Account #591-591-55300-956.000.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE SOFTWARE AND MAINTENANCE SERVICES
RENEWAL FOR THE ONBASE PRODUCT PLATFORM

WHEREAS:

1. As detailed in the attached Staff Report, the Onbase product platform is the City’s main document imaging system.
2. Software maintenance service agreements are necessary to remain current with all vendor updates and enhancements.
3. The current software and maintenance services agreement will expire December 31, 2016.
4. ImageSoft has provided an invoice to provide software maintenance for the Onbase Platform through December 31, 2017 in the total amount of \$25,640.00.
5. Funding for the software maintenance renewal is available in the General Fund/ Information Technology/Software Services account number 101-258-25800-806000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the software and maintenance service renewal for the Onbase product platform.
2. The City Council does hereby authorize the City Manager to authorize future software and maintenance renewals for the Onbase product platform 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 November 21, 2016.

ATTACHMENTS:
Staff Report
Invoice

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

DATE: November 15, 2016
SUBJECT: Document Imaging/OnBase Renewal
FROM: Pat Firestone, Director of Information Technology
MEETING DATE: November 21, 2016

RECOMMENDATION:

It is recommended that the City Council authorize payment to ImageSoft, for the City of Wyoming annual re-occurring maintenance renewal, in the amount of \$25,640.00.

SUSTAINABILITY CRITERIA:

Environmental Quality – This software product has accomplished “paperless” environments in many operations throughout the City, resulting in significant savings in the cost of paper products and natural resources.

Social Equity – Information Technology staff continues efforts toward standardizing and updating software and hardware on a regular basis. Most software vendors require an annual software renewal purchase agreement(s), which are necessary to maintain current with all vendor updates and enhancements, which may entail any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the applications.

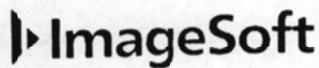
Economic Strength – Annual maintenance renewals are cost effective, by keeping up on current versions without having to procure each new version, as well as keeping the product current and up-to-date.

DISCUSSION:

The Onbase product platform, the City of Wyoming’s main document imaging system, has been in-use since 2004 and has infiltrated nearly every department in the City. Since acquisition, the product has been sold to different companies. This maintenance renewal was included in a 2009 Resolution #23314, *Resolution to Renew Software/Hardware Maintenance Agreements*, but the Onbase platform was recently acquired by ImageSoft, a different company than original specified in the supporting documentation.

BUDGET IMPACT:

Funding (\$25,640.00) for the Onbase maintenance renewal is available in the General Fund/Information Technology/Software Services account #101-258-25800-806000.



*-bought
PRGX*

ImageSoft, Inc.
25900 W. 11 Mile Rd
Suite 100
Southfield, MI 48034

248 948-8100
accounting@imagesoftinc.com

Maintenance Invoice

Date	Maintenance
11/03/2016	MAIN3908

Wyoming MI, City of
1155 28Th St Sw

Wyoming, MI 49509
United States

Maintenance Period:
01/01/2017 - 12/31/2017

P. O. No.	Due Date	Rep
PROFORMA	12/03/2016	TZ

Item	Description	Qty	Serial #	Maint. End Date	Cost	Total
OnBase Software						
OB-AEMP11-R	OnBase Application Enabler Maintenance	1		12/31/2017	4,000.00	4,000.00
OB-CTMPC1-R	OnBase Concurrent Client (1-100) Maintenance	25		12/31/2017	280.00	7,000.00
OB-CTMPW1-R	OnBase Workstation Client (1-100) Maintenance	1		12/31/2017	140.00	140.00
OB-DPMPW1-R	OnBase Document Import Processor Maintenance	1		12/31/2017	1,000.00	1,000.00
OB-DRMP11-R	OnBase Document Retention Maintenance	1		12/31/2017	2,000.00	2,000.00
OB-IDMPC1-R	OnBase Full-Text indexing Concurrent Client for Aut. IDOL	15		12/31/2017	60.00	900.00
OB-IDMPI1-R	OnBase Full-Text indexing Server for Autonomy IDOL Maint	1		12/31/2017	2,000.00	2,000.00
OB-OBMPW1-R	OnBase Multi-User Server License Maintenance	1		12/31/2017	1,600.00	1,600.00
OB-OLMPI1-R	OnBase Email Integration for Outlook Maintenance	1		12/31/2017	1,000.00	1,000.00
OB-WTMPW1-R	OnBase Web Server Maintenance	1		12/31/2017	2,000.00	2,000.00
Services						
IS-CUSTOMER CARE-R	ImageSoft Customer Care Package	1		12/31/2017	4,000.00	4,000.00
Note: A 10% reinstatement fee may be charged by Hyland if maintenance fees are not paid on time.					Total \$25,640.00	

Sales Tax has been calculated based on rates current as of invoice date.
Customer is responsible for any tax increases based on payment date and for self-assessing any applicable taxes if none are collected.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF TURKEYS

WHEREAS:

1. The City Manager recommends purchasing turkeys for full time staff members.
2. Mi Holiday Gifts, LLC has provided the City with a proposal in the amount of \$23.84 per turkey.
3. It is estimated the total cost for the turkeys will be \$8,344.00.
4. The purchase will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of turkeys from Mi Holiday Gifts, LLC at a cost of \$23.84 per turkey.
2. The City Council does hereby approve the attached budget amendment.
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 November 21, 2016.

ATTACHMENTS:
Budget Amendment
Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____



Ms. Jennifer Stowell
City Of Wyoming

Dear Jennifer,
Per your request our company Mi Holiday Gifts, LLC would like to extend the following proposal;

We offer to sell the City Of Wyoming approx. 350 Frozen Whole Turkeys, that are Basted Netted and Timed, packed 2 turkeys per case. that range in size from 14-16 lbs. per turkey, for a selling price of \$23.84 per turkey. This price would include delivery to a single location within the City of Wyoming, on the day of your choosing between the 13th and the 16th in the month of December.

We would need to have a commitment to purchase from the City of Wyoming no later than the close of business 11/22/16.
If you have any questions regarding this proposal please call.

Best Regards,

Kevin McKenna
President

STAFF REPORT

Date: October 3, 2016

Subject: Proposed Amendments to the Fire Prevention and Protection Ordinance

From: Chuck Lark, Fire Chief

Meeting Date: October 17, 2016

RECOMMENDATION:

It is recommended that the City Council adopt the proposed amendments that include an update of definitions, adoption of the 2012 International Fire Code, and Appeals process for permit requests.

SUSTAINABILITY CRITERIA:

Environmental Quality – There would be no environmental impact in adopting these amendments. The adoption of the 2012 International Fire Code (IFC) is consistent with all of our neighboring jurisdictions.

Social Equity – The requirements in the ordinance sections proposed will align the city with the current City of Wyoming referenced Michigan Building Code (MBC). Adoption of the proposed amendments will eliminate inconsistencies and improve public safety.

Economic Strength – No impact.

DISCUSSION:

Currently, there is no state fire code, making it the responsibility of a jurisdiction to adopt a Fire Code at the local level. The City of Wyoming is currently operating under the 2000 edition of the N.F.P.A. Fire Prevention Maintenance Code.

With this amendment neighboring jurisdictions will be able to work collaboratively, if requested, to assist in an investigation or inspection. In addition to adopting the most current International Fire Code staff updated definitions to reflect the administrative changes effected by the Public Safety Model.

The final change includes **Section 33-34 – Appeals**. Whenever a permit is refused the appeals process will now be required to appeal the decision to the City of Wyoming's Construction Board of Appeals. Our existing process would require them to make a final appeal to the City of Wyoming City Council.

Surrounding communities have adopted the IFC and it has proven to adequately protect the public health, safety, and welfare of the community.

ORDINANCE NO. 17-16

AN ORDINANCE TO AMEND CHAPTER 34
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 34 of the Code of the City of Wyoming entitled FIRE PREVENTION AND PROTECTION is hereby amended to read as follows:

CHAPTER 34
FIRE PREVENTION AND PROTECTION

ARTICLE I. – GENERAL

Sec. 34-1. - Definitions.

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

Approved means that which has been accepted by the fire chief as a result of his own investigation or experience, or by reason of test, listing or approval by the Underwriter's Laboratories, Inc., the National Bureau of Standards, the American Gas Association Laboratories or other nationally recognized testing authorities.

Automatic fire alarm system means a system which automatically detects a fire condition and actuates a fire alarm signal device.

Combustible material means and includes any readily ignitable and fire-burning material such as shavings, excelsior, rubbish, sacks, bags, litter, hay, straw, boxes, barrels, rubber tires, baled cotton, paper, rubber or cork.

Dwelling means any house, building, structure, tent, shelter, trailer, or vehicle, or portions thereof (except railroad cars on tracks or rights-of-way) which is occupied, in whole or in part, as the home, residence, living or sleeping places of one or more human beings, either permanently or transiently.

Explosives means and includes any chemical compound or mechanical mixture that is commonly used or intended for the purpose of producing an explosion or that contains any oxidizing and combustible units or other ingredients, in such proportions, quantities, or packing that an ignition by fire, friction, concussion, percussion or detonator of any part of the compound or mixture may cause such a sudden generation of highly heated gases that the resultant gaseous pressures are capable of producing destructive effects on contiguous objects or of destroying life or limb.

Fire Chief means the City Fire Chief, Deputy Director of Fire Services, his designee or a substantially similar fire services administrative position.

Fire Department means the Fire Services Division of the Department of Public Safety of the city.

Flammable liquid means any liquid having a flashpoint below 200 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch.

Hazardous chemicals means those which are highly flammable, or which may react to cause fires or explosions, or which by their presence create or augment a fire or explosion hazard, or which, because of the toxicity, flammability or liability to explosion render firefighting abnormally dangerous or difficult. Hazardous chemicals include such material as compressed gases, flammable solids, corrosive liquids, radioactive materials, oxidizing materials, and poisonous gases.

I.C.C. container means any container approved by the Interstate Commerce Commission for shipping any liquid gaseous or solid material of a flammable, toxic or other hazardous nature.

Institutional building means a building in which persons are harbored to receive medical, charitable or other care or treatment, or in which persons are held or detained by reason of public or civic duty, or for correctional purposes.

License means one which has been issued by the city clerk, or other licensing agent, pursuant to the provisions of this chapter or state statute.

Liquefied petroleum gas means any material which is composed predominately of any of the following hydrocarbons, or mixtures of them: propane, propylene, butane and butylenes.

Multifamily dwelling means a building, or portion thereof, used or designed as residence for three or more families living independently of each other and each doing their own cooking in the building, with the number of families in residence not exceeding the number of dwelling units provided.

Permit means one which has been issued by the fire chief pursuant to the provisions of this chapter. Such permit is distinguishable from and does not take the place of a license issued under this chapter or state statute.

Public building means a building in which persons congregate for civic, political, educational, religious, social or recreational purposes.

Residence building, except when classed as an institutional building, means a building in which sleeping accommodations are provided.

Sec. 34-2. - Violation of chapter.

- (a) Any person violating any provision of this chapter, except sections requiring permits or license, shall be served by the fire chief or his designee with a written notice stating the nature of the violation and specifying a reasonable time limit for the satisfactory correction thereof. Such person shall, within the period of time in such notice, permanently cease all violation.
- (b) The imposition of a fine or imprisonment shall not eliminate the necessity to correct, remove or otherwise abate any of the hazardous conditions.
- (c) Penalties for violations shall be as provided in Section 34-3(3) of this chapter and the city code.

Sec. 34-3. – Adoption of International Fire Code

(a) Adoption by reference. The city hereby adopts by reference International Fire Code, 2012 edition, as published by the International Code Council with appendix B, D, and F of said International Fire Code. A complete copy of this code is made available to the public at the Department of Public Safety- Fire Services office and the City Clerk’s Office in compliance with state law. The code is subject to the following amended subsections:

- (1) Section 101.1. Title. These regulations shall be known as the Fire Code of City of Wyoming, herein referred to as “this code.”
- (2) Section 102.4 of the code shall be amended to add the phrase “except new construction built in accordance with the Michigan Building Code”.
- (3) Section 109.4 Violation Penalties. Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who erect, install, alter, repair or to do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this chapter, shall be guilty of a municipal civil infraction for the offense. The penalty shall be as provided in section 1-27 of the city code. Subsequent offenses may be charged as a misdemeanor punishable by a fine of up to \$500, or imprisonment for up to 90 days, or both such fines and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense and a separate violation subject to enforcement action.
- (4) Section 307 shall be amended to read: City of Wyoming Code Section 30-35 does allow for open burning under certain conditions.
- (5) Section 5704.2.9.6 All above ground storage tanks shall comply with the provisions of NFPA 30 and 30a, Flammable and Combustible Liquids, the most current edition.
- (6) Section 6104.2 Maximum capacity with established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 500 gallons or two hundred ten pounds gas capacity.

ARTICLE II. - FIRE DEPARTMENT

Sec. 34-36. - Establishment; purpose.

Pursuant to the terms of Act No. 33 of the Public Acts of Michigan of 1951 (MCL 41.801 et seq.), as amended, there is hereby created the city fire department, the object of which shall be the prevention of fire and protection of life and property from fire within the limits of the city.

Sec. 34-37. – Personnel.

The fire department shall consist of a Fire Chief/Deputy Director of Fire Services, an Assistant Director of Fire Services, and such other officers and employees as the fire chief, subject to the approval of the City Manager, may deem necessary.

Sec. 34-38. - Fire chief.

- (a) *Appointment and removal.* The fire chief shall be appointed by the city manager, subject to the approval of the city council. The fire chief may be removed by the city manager. The fire chief shall be technically qualified by training and experience.
- (b) *Responsibility.* The fire chief shall be responsible to the city manager and director of public safety only and shall make such written and verbal reports thereto as may be provided for in subsection (e) of this section or as the city manager may, from time to time, require.
- (c) *Investigation of fires.* The fire chief or his designee shall be responsible for investigating the cause, origin and circumstances of all fires.
- (d) *Records.* The fire chief shall keep complete records of all fires, inspections, apparatus, equipment, personnel and all other necessary matters.
- (e) *Reports.* The fire chief shall submit a report to the city manager at least once monthly containing the number of fires, date, cause and amount of loss.

Sec. 34-39. - Inspection of buildings and premises.

The fire chief, or his designee, shall be permitted at all reasonable hours to enter any public or private building or any premises within the geographical limits of the city for the purpose of making any inspection and investigation required or otherwise provided for under the provisions of this chapter. In the case of public buildings, such inspection and investigation shall be made as often as necessary for the purpose of ascertaining and causing to be corrected any condition which may constitute a source of fire, or for the purpose of ascertaining and causing to be corrected any violations of the provisions of this chapter relating to fire hazards, or for the purpose of ensuring compliance in all places of assembly with all laws, regulations and orders concerning overcrowding, use of decorative materials, maintenance of exitways, maintenance of fire alarm and fire detecting systems, and maintenance of fire extinguishing systems and appliances. The fire chief, or his designee, shall investigate any complaints received concerning fire hazards or other violations of this chapter.

Sec. 34-40. - Remedial action.

Whenever the fire chief or his designee shall, in the course of an inspection or investigation referred to in section 34-39, find in any building or upon any premises any of the following dangerous or hazardous conditions, he shall direct that such dangerous conditions shall be

corrected or dangerous materials removed, in such a manner as may be specified by the fire chief or his designee:

- (1) Dangerous or unlawful accumulations of combustible or explosive material.
- (2) Hazardous conditions arising from defective or improperly installed equipment for handling or using combustible or explosive material.
- (3) Dangerous accumulations of rubbish, wastepaper, boxes, shavings or other flammable material.
- (4) Accumulations of dust or waste material in air conditioning systems, or of grease in kitchen exhaust ducts.
- (5) Obstructions to or on fire escapes, stairs, passageways, doors or windows, which obstructions are likely to interfere with the operations of the fire department or to impede evacuation of the premises by the occupants in case of fire.

Sec. 34-41. - Evacuation of buildings.

Whenever, during the occurrence of any fire, it shall be deemed advisable or desirable to evacuate or exclude persons from the premises, the fire chief may order evacuation of all persons from the premises or forbid entry to the premises by any person.

Sec. 34-42. - Licenses and permits.

- (a) *Approval of fire department before issuance of license.* Wherever any provision of any section of this chapter or state statute, requires inspection by and approval of the fire chief as a condition precedent to the issuance of a license, the fire chief shall inspect and approve the place where the business, trade, occupation or employment is to be conducted before such license shall be issued by the licensing authority and shall file a report in writing with the city clerk indicating approval or disapproval of the application for license. Where the fire chief disapproves the application, the reasons therefor shall be clearly set forth in the report.
- (b) *Application for permits.* All applications for permits under any provision of any section of this chapter requiring approval or issuance by the fire department, shall be made to the fire chief, on such form and in such detail as the fire chief may from time to time prescribe. Once issued, such permit shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the fire chief. Such permit may be for an indefinite term but shall not be transferable and must be renewed in the event of a change in use or occupancy of the premises.
- (c) *Permit to engage in hazardous occupation required.* Any person who proposes to engage in a business or occupation which may produce or is likely to produce conditions conducive to fire, such as the storage or handling of hazardous chemicals, storage transportation or handling of liquified petroleum gases, storage or handling of combustible materials, or flammable liquids, or storage and handling of explosives, is hereby required to secure a permit to engage in such business or occupation from the fire

chief. Such permit shall be in addition to any permit which may be required by any other provision of any section of this chapter and its issuance shall be conditioned upon prior investigation or inspection by the fire chief.

- (d) *Number of permits required.* Only one permit shall be required by retail establishments dealing in, or manufacturing plants using two or more flammable, combustible or explosive materials to be kept in the establishment at any one time, but each of such materials must be listed on the permit.

Sec. 34-43. - Appeals.

Whenever the fire chief refuses to grant a permit, or the fire chief disapproves a modification applied for, or when it is claimed that the provisions of this chapter do not apply or that the true intent and meaning of this chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the fire chief to the Board of Appeals within 30 days from the date of the decision. The Board shall hear the appeal. Except as provided by state law, the decision of the Board shall be final.

Board of Appeals established. In order to hear and decide appeals of orders, decision or determinations made by the Fire Chief or designee relative to the application and interpretation of this code there shall be a Board of Appeals. The Board of Appeals shall be the Construction Board of appeals of the City of Wyoming. All appeals shall be governed by the procedures for appeals to the Construction Board of Appeals and all applicable provisions of state law. On all appeals from this chapter, the fire code official or the designee of the fire chief will be an ex officio member of the board but shall not have a vote on the appeal

Sec. 34-44. - Liability for damages.

This chapter shall not be construed to relieve or lessen the responsibility or liability of any person owning, operating, controlling or installing any wiring or equipment, or making any use of any premises, or maintaining, storing or handling any flammable materials, for damage to persons or property caused by any improper or negligent use, operation, installation or storage; nor shall the city be deemed to have assumed any liability by reason of any inspection authorized in this article or by the issuance of any license or permit granted under the provisions of this chapter, nor by reason of the approval or disapproval of any equipment, or the use thereof, or the maintenance, handling and storage of materials, as authorized in this article.

Sec. 34-45. - New materials, processes or occupancies which may require permits.

The city manager, the fire chief and the city attorney or their designees shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies, which shall require permits, in addition to those now enumerated in this chapter. The fire chief shall post such list in a conspicuous place in his office and distribute copies thereof to interested persons.

Sec. 34-46. - Fire hydrants.

- (a) *Access.* All buildings in the city except one-family and two-family dwellings, shall be situated not more than 500 feet from a public fire hydrant by direct public or private road access. Any private road must be improved according to the minimum requirements of the county road commission and the city. Public fire hydrants shall be situated immediately adjacent to and not more than 20 feet from a public or private road.
- (b) *Supplemental fire protection hydrants.* Supplemental fire protection hydrants shall be provided for all buildings, except one-family and two-family dwellings, that are:
 - (1) Situated at a distance greater than 300 feet from a public road; or
 - (2) Of such size, construction, location or occupancy use in relationship to public roads and public fire hydrants as may be deemed by the fire chief to constitute a condition hazardous to life and property due to fire or explosion and as related to the ability of the fire department to serve the premises.
- (c) *Supplemental fire protection hydrant size and location.* Supplemental fire protection hydrants shall consist of water mains not less than six inches in diameter and dedicated to the public use of the city and its water system. The fire chief shall determine the number and location of hydrants deemed reasonable and necessary to provide sufficient supplemental fire protection to the premises.

Sec. 34-47. - Key box.

When access to or within a structure or an area is unduly difficult because of secured openings or where immediate access is necessary for lifesaving or firefighting purposes, the fire chief shall require a key box to be installed in an accessible location. The key box shall be a type approved by the fire chief and shall contain keys to gain necessary access as required by the fire chief.

ARTICLE III. - HAZARDOUS MATERIALS

Sec. 34-76. - Definitions.

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

Hazardous materials means material, waste, or a combination of waste and material, including solid, liquid, semisolid or contained gaseous material, which, because of its quantity, quality, concentration or other physical, chemical or general characteristics, poses a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed of or otherwise managed.

HazMat unit means the vehicle provided by the city equipped with apparatus designed to provide emergency service in situations involving the suspected or actual spill, leak, accident or other similar occurrence involving hazardous materials.

Sec. 34-77. - Duty to remove.

It shall be the duty of any person who causes or has ownership or control of any property on which a spill, leakage or other dissemination of hazardous materials occurs to remove immediately such hazardous materials and undertake and complete a total cleanup of the area in

such a manner as to ensure that all leakage, spillage or other dissemination of hazardous material is fully removed and the area is fully restored to its condition prior to the placement, leakage, spillage or other dissemination of such hazardous materials.

Sec. 34-78. - Failure to remove.

Any person who fails to comply completely with section 34-77 shall be liable to the city, its agents, contractors and employees, for any costs incurred in the removal and cleanup of hazardous materials and the restoration of the property to its former condition.

Sec. 34-79. - Abatement by city; costs; collection.

If any person fails to remove hazardous material, after having been notified by the city to remove such materials, within the time specified in the notice, the city shall have the right to enter onto the property and remove and conduct a cleanup of any hazardous materials, either by city employees or by contractors and agents of the city. All costs of the removal shall be the responsibility of the person owning or in possession of such property. If such costs are not paid, the city may take whatever collection steps may be deemed appropriate, including the placement of all such charges on the tax roll to be added to the taxes for the property for the next year for collection as real property taxes.

Sec. 34-80. - Costs of HazMat unit.

If the HazMat unit is used for any aspects of the removal, cleanup, control or monitoring of any leakage, spillage or other incident involving hazardous materials, the owner or person in charge or possession of the property shall be responsible to the city for the cost incurred in the use of the HazMat unit. If the owner or person in charge fails to pay promptly such costs, the city may take such collection efforts as may be appropriate, including the placement of the charges on the tax roll to be added to the taxes for the property for the next tax year for collection as real property taxes.

ARTICLE IV. - FIREWORKS

Sec. 34-101. - Definitions.

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

Act 256 means the Michigan Fireworks Safety Act, Act 256 of the Public Acts of Michigan of 2011 as amended. (MCL 28.451 et seq.)

Articles pyrotechnic means pyrotechnic devices for professional use that are similar to consumer fireworks in chemical composition and construction but not intended for consumer use, that meet the weight limits for consumer fireworks but are not labeled as such, as defined in Act 256.

Consumer fireworks means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition and labeling requirements promulgated by the United States Consumer Product Safety Commission as defined in Act 256. Consumer Fireworks do not include low-impact fireworks.

Display fireworks means large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration or deterioration as defined in Act 256.

Fireworks means any composition or device, except for a starting pistol, a flare gun or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks and special effects.

Low-impact fireworks means ground and handheld sparkling devices as defined in Act 256.

Retailer means a person who sells consumer fireworks or low-impact fireworks for resale to an individual for ultimate use.

Special effects means a combination of chemical elements or chemical compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect as an integral part of a motion picture, radio, television, theatrical or opera production or live entertainment.

Wholesaler means any person who sells consumer fireworks or low-impact fireworks to a retailer or any other person for resale. Wholesaler does not include a person who sells only display fireworks or special effects.

Sec. 34-102. - Sale of consumer fireworks.

A retailer or other person may not sell consumer fireworks within the city unless such person has obtained and has in effect a valid consumer fireworks certificate issued by the State of Michigan and otherwise complies with the requirements of Act 256 and any rules and regulations promulgated thereto including those related to storage.

Sec. 34-103. - Sale of low-impact fireworks.

A retailer or other person may not sell low-impact fireworks unless such person is currently registered, in accordance with Act 256, with the low-impact fireworks retail registry maintained by the State of Michigan.

Sec. 34-104. - Compliance with applicable ordinances and codes.

Except as provided in Act 256 and unless otherwise provided for in this article, a retailer or wholesaler of fireworks must comply with the requirements of the city's zoning code and building codes and regulations.

Sec. 34-105. - Use of consumer fireworks.

Except as otherwise provided in this article, a person may ignite, discharge or use consumer fireworks in the city only on the date proceeding, the day of, or the day after a national holiday as provided in Act 256.

Sec. 34-106. - Firework safety.

No person shall endanger the life, health or safety of any other person by the sale, use, possession, transport, display or discharge of any fireworks.

Sec. 34-107. - Location.

No person shall, at any time, ignite, discharge, use or display, except under the terms and conditions of a permit issued to this article, any fireworks upon another person's property or within 15 feet of another person's property without such property owner's permission. No person shall, at any time, ignite, discharge, use or display, except under the terms and conditions of a permit issued pursuant to this article, any fireworks in a public street or right-of-way, a public park, school property or any other place of public assembly.

Sec. 34-108. - Permits.

The city may issue nontransferable permits for the use of agricultural or wildlife fireworks, articles pyrotechnic, display fireworks, special effects or special effects manufactured for outdoor pest control or agricultural purposes or for public display provided that the applicable provisions of Act 256 are met.

Sec. 34-109. - Permit application.

An application for a permit on a form prescribed by the city shall be made for the use of fireworks requiring a permit at least 45 days in advance of such use. A permit fee for a fireworks permit shall be established by the city council.

Sec. 34-110. - Regulation of hours of discharge of consumer fireworks.

The ignition, discharge or use of consumer fireworks, as authorized by Act 256 of the Public Acts of 2011, as amended, shall be subject to the following:

- (1) No person shall ignite, discharge or use consumer fireworks between the hours of 1:00 a.m. and 8:00 a.m. on New Year's Day and 12:00 midnight and 8:00 a.m. on any other national holiday as authorized by Act 256.
- (2) Any person who violates this section shall be subject to a civil penalty of \$250.00 for a first offense and \$500.00 for any subsequent offense.
- (3) A civil citation issued under this section may be issued by any sworn police officer or fire department command or supervisory personnel.

ARTICLE V. - FIRE ALARMS

Sec. 34-120. - Definitions.

The following words, terms and phrases, when used in this article, shall have the following meaning:

Alarm/fire protection business means any individual or entity selling, leasing, maintaining, servicing, replacing, moving or installing any alarm or fire protection system in or on any land and/or buildings.

Alarm fee means a charge imposed upon an alarm user in accordance with the terms of this article.

Alarm user means the legal occupant, whether the owner or tenant, of the land and/or buildings in or on which an alarm system is maintained or operated within the city.

Chargeable alarm means an activation of an alarm system eliciting a response by fire department personnel where no evidence of criminal activity, fire, hazard or other emergency situation is found to exist. A chargeable alarm includes, but is not limited to, activation of an alarm system through mechanical failure, malfunction, improper installation or activation of an alarm system through the inadvertence of the alarm user or the alarm user's employee or agent.

Fire protection system is any alarm device or system or fire extinguishing device or system, or their combination, that is designed and installed for detecting, controlling, and/or extinguishing a fire or otherwise alerting occupants, or the fire department, or both, that a fire has occurred.

Nonchargeable alarm means:

- (1) Any alarm to which fire department personnel respond where there is found evidence of criminal activity, fire, hazard or other emergency for which the alarm was intended to notify the fire department.
- (2) Any alarm caused by:
 - a. Meteorological or geological condition;
 - b. Interruption of electrical or telephone service to the alarm user;
 - c. A hand pull station being activated accidentally or by malicious intent; or
 - d. Persons working on the alarm system with prior notification to the fire dispatch center.

Sec. 34-121. - Alarm fees.

- (a) No alarm fee will be imposed for the first three chargeable alarms occurring in any calendar year.
- (b) An alarm fee as set by resolution of the city council will be charged to the alarm user upon the occurrence of the fourth and subsequent chargeable alarm.
- (c) Following the third chargeable alarm in any calendar year, the fire department will send written notice to the alarm user and, if known to the fire department, to the maintaining alarm business, of the date and time of a conference at the fire department. The alarm user shall make all reasonable efforts to have a representative of the maintaining alarm business present at the conference. If the alarm user fails to appear at the conference, and makes no alternate arrangements for such a conference in advance, a fee as provided in the city fee schedule will be assessed. The purpose of the conference will be development of a written action plan to eliminate chargeable alarms. This action plan shall be signed by the alarm user, the fire department's representative, and, if appropriate, by the maintaining alarm business, and shall contain reasonable time deadlines and reporting requirements to demonstrate that the action plan has been carried out. An alarm user who

does not agree to an action plan satisfactory to the fire department's representative or who does not carry out the action plan, including its deadlines and reporting requirements, will be assessed a fee as set by resolution of the city council from time to time.

- (d) The fire department may schedule further conferences to amend the action plan if the initial plan has failed to rectify the problem generating the chargeable alarms.
- (e) The alarm/fire protection business shall be assessed a fee as provided in the city fee schedule for each occurrence if it is determined the false alarm was directly caused by an onsite employee or representative of the alarm/fire protection business. This would include the alarm/fire protection business conducting testing and/or repair work on the system when no notification was made to the dispatch center informing that work is being done on the system. In this event, the false alarm will not be counted against the owner.

Sec. 34-122. - Rules for collection and billing.

The city manager, the fire chief and the director of public safety shall prepare rules for collection and billing of the emergency response user fees as provided in this article.

Sec. 34-123. - User fee fund.

All amounts collected pursuant to this article shall be placed in a fund as established by the city to be used exclusively for the operation of the fire department.

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. 17-16