

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, DECEMBER 5, 2016, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Matt Yonker, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of November 21, 2016
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager

16-12 Acceptance of a Non-Motorized Trail Easement at 2844 Buchanan Avenue SW
(Jon A. Lanning and Christine L. Lanning)
- 13) Budget Amendments**
- 14) Consent Agenda**

(All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.)

 - a) To Establish and Change Certain Regular City Council Meeting Dates in the 2017 Calendar Year
 - b) To Appoint and Reappoint Councilmembers to Boards, Commissions and Committees for the City of Wyoming and for Kent County Boards and Committees
 - c) To Set Meeting Days and Times for the City of Wyoming Boards and Commissions
- 15) Resolutions**
 - d) To Accept Grant Funding Received through the City of Grand Rapids – MET Multi-Jurisdictional Task Force
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - e) To Award a Bid for Catch Basin Cleaning (FY 2017-2019) to United Resource, LLC
 - f) For Award of Bid/Proposal
 1. Clean Water Plant Maintenance Shop Renovation Project
 2. Printing and Related Services

17) Ordinances

18-16 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (104) Thereto to Rezone 0.37 acres from B-1 Local Business to R-4 Multiple Family Residential (965 – 36th Street SW) (First Reading)

19-16 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (105) Thereto to Rezone the Division Avenue Corridor from Alger Street to 60th Street from B-2 General Business, B-3 Planned Business, R-2 Single Family Residential, R-3 Two Family Residential and I-1 Light Industrial to Form Based Code (Division Avenue Corridor) (First Reading)

18) Informational Material

Certificate of Determination from the Kent County Board of Canvassers

19) Acknowledgment of Visitors

20) Closed Session (Contract Negotiations)

21) Adjournment



MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Kent Vanderwood

AT-LARGE COUNCILMEMBER
Dan Burrill

1ST WARD COUNCILMEMBER
William A. Ver Hulst

2ND WARD COUNCILMEMBER
Marissa K. Postler

3RD WARD COUNCILMEMBER
Robert D. Postema

CITY MANAGER
Curtis L. Holt

December 5, 2016

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 16-12

Subject: Acceptance of a Non-Motorized Trail Easement at
2844 Buchanan Avenue, SW (Jon A. Lanning and Christine L.
Lanning)

Councilmembers:

Jon A. Lanning and Christine L. Lanning, owners of 2844 Buchanan Avenue, SW, have 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:	Jon A. Lanning and Christine L. Lanning
Parcels:	41-17-13-227-002
Right-of-way Size:	566 sf – Non-motorized Trail Easement
Consideration:	\$1,732.00

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 'C. Holt'.

Curtis L. Holt
City Manager

Attachments: Non-motorized Trail Easement
Estimate of Just Compensation

**CITY OF WYOMING
NON-MOTORIZED TRAIL EASEMENT
Parcel No. 41-17-13-227-002**

The Grantors, **Jon A. Lanning and Christine L. Lanning**, husband and wife, whose address is 1577 Penncross Drive, SE, Caledonia, MI 49316

DO 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. 41-17-13-227-002)

For the full consideration of One Thousand Seven Hundred Thirty Two Dollars and No Cents (\$1,732.00).

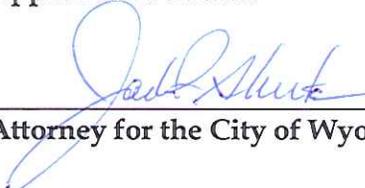
The City shall have the right to temporarily use the Grantors' property outside the Easement Area, but immediately adjoining the Easement Area, to accomplish the work; provided however, that the City shall restore the portion of the Grantors' property adjoining the Easement Area to as good or better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

Grantors 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.

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

DATED: 10/3/16

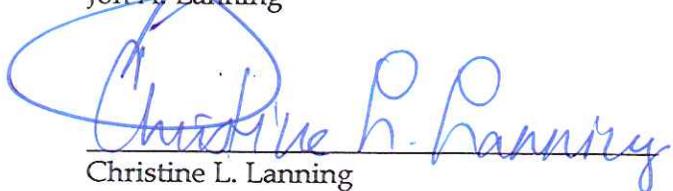
Approved as a form:



Attorney for the City of Wyoming

GRANTORS:



Jon A. Lanning


Christine L. Lanning

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 3rd day of October 2016 by Jon A. Lanning and Christine L. Lanning, husband and wife.

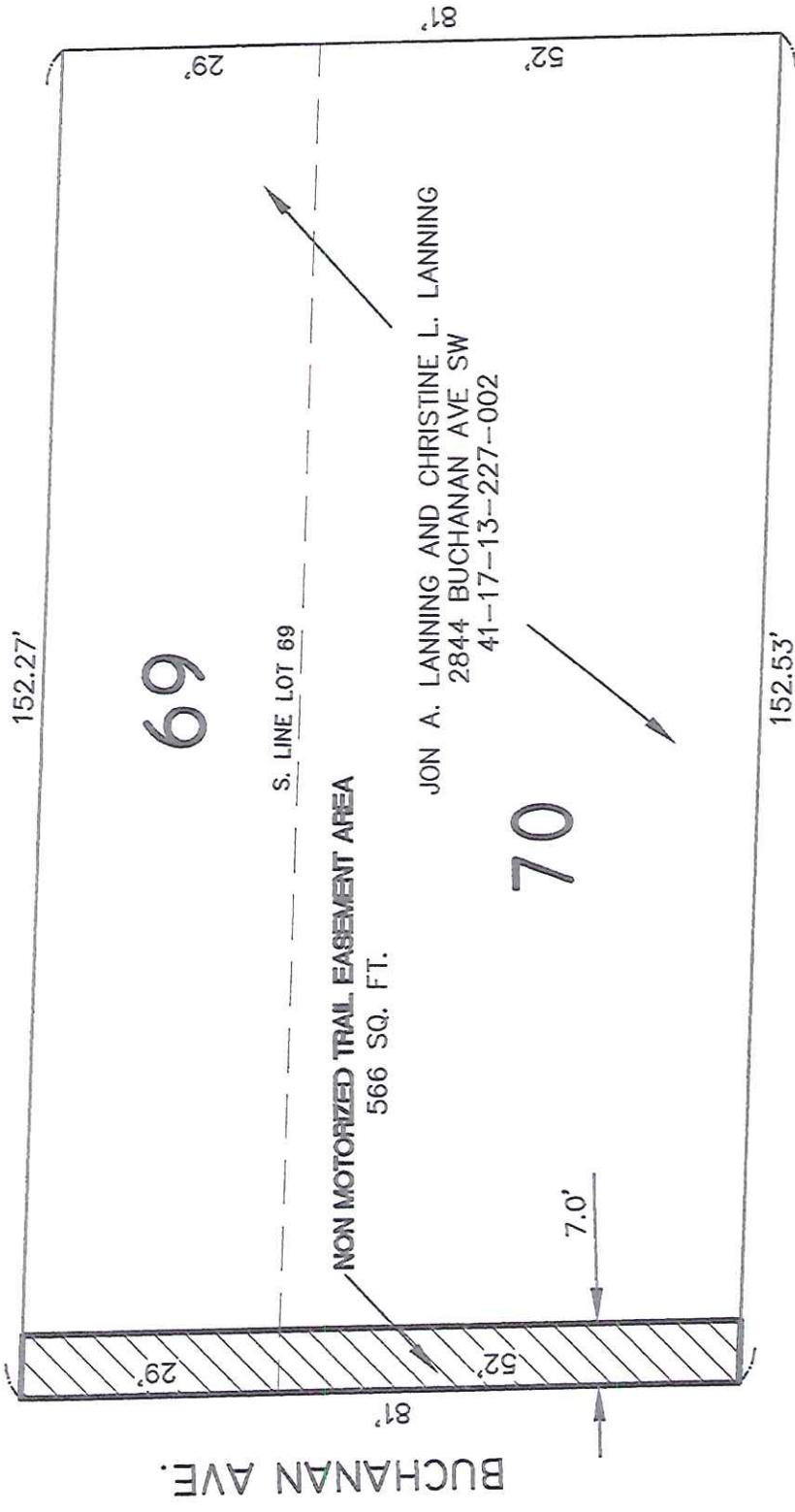


mollie wilkins Notary Public
State of Michigan, County of Barry
My Commission Expires: 2019
Acting in the County of kent

Prepared by and after recording return to:
Deborah S. Poeder
Land Matters, LLC
O-11230 Tallmadge Woods Drive
Grand Rapids, Michigan 49534

Legal Descriptions prepared by:
Michael Manning, P.S.
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, Michigan 49504

EXHIBIT A



DATE: 7-21-16

PROJECT NO: 15097

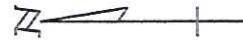
RE: 2844 BUCHANAN AVE SW

PROPERTY LEGAL DESCRIPTION (41-17-13-227-002):
 LOT 70 AND LOT 69, HAZEN HEIGHTS,
 ACCORDING TO THE RECORDED PLAT
 THEREOF AS RECORDED IN LIBER 27 OF
 PLATS, PAGE 15.

EXCEPT THE NORTH 23 FEET THEREOF



NOTE: PROPERTY LEGAL DESCRIPTION FROM ATTORNEYS TITLE
 AGENCY OF SOUTHWEST MICHIGAN, LLC, TITLE COMMITMENT
 #41-16473140-KAZ, DATED APRIL 15, 2016.



SCALE: 1"=20'

NON MOTORIZED TRAIL EASEMENT LEGAL DESCRIPTION: THE WEST 7 FEET OF
 LOT 70, ALSO THE WEST 7 FEET OF LOT 69 EXCEPT THE NORTH 23
 FEET THEREOF, HAZEN HEIGHTS, ACCORDING TO THE RECORDED PLAT AS
 RECORDED IN LIBER 27 OF PLATS, PAGE 15.

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

LEGEND



= NON MOTORIZED
 TRAIL EASEMENT
 AREA

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:

Permanent Parcel No.: 41-17-13-227-002

Parcel: Jon A. & Christine L. Lanning

Land Use: Residential

Size: 0.28 Ac (total)

Address 2844 Buchanan Ave., SW

Zoning: 401

ACQUISITION DESCRIPTION:

Square foot values based on values obtained from the City of Wyoming Assessor's Office along with an additional compensation factor.

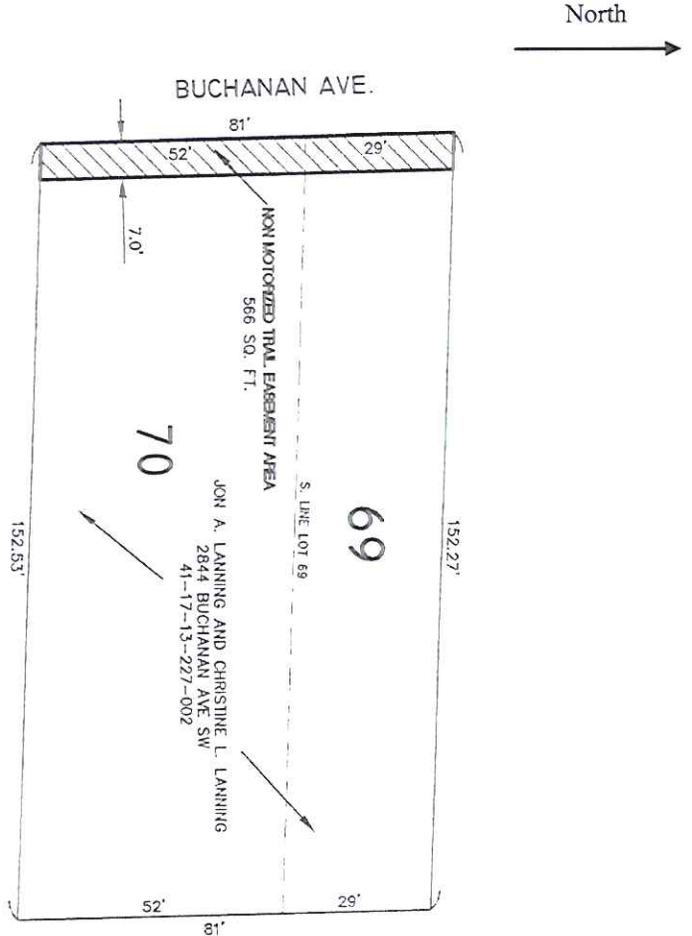
Summary of Costs:

Non-Motorized Trail Easement:

A rectangular piece of property located adjacent to Buchanan Avenue as shown on sketch.

Area: 566 sft

SKETCH:



COMPUTATION OF VALUE:

LAND ACQUISITION, NON-MOTORIZED TRAIL EASEMENT

566 s.f. (Area) X \$ 3.06 / s.f. = \$ 1,731.96, round to \$1,732.00

\$ 1,732.00

REMARKS:

\$ 1,732.00

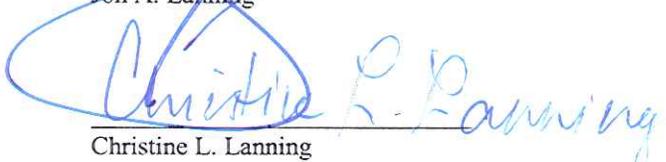
Signed:


Land Matters, llc
Deborah S. Poeder

For information call 616.791.9805

Agreed to by:


Jon A. Lanning


Christine L. Lanning

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH AND CHANGE CERTAIN REGULAR CITY COUNCIL
MEETING DATES IN THE 2017 CALENDAR YEAR

WHEREAS:

1. Public Act 267 of 1976 requires that the meeting dates of the City Council be publicly posted, listing the dates, times and places of all the regularly scheduled meetings for the 2017 calendar year.
2. On certain regularly scheduled meeting dates in 2017, the City and the Nation will celebrate holidays which conflict with the regular schedule.
3. It is deemed advisable to adjust the regular meeting schedule to accommodate holiday scheduling.

NOW, THEREFORE, BE IT RESOLVED:

1. That the regular meetings of the Wyoming City Council will be held on the first and third Mondays at 7:00 p.m., except in January, when the first meeting shall be on Tuesday, January 3, and in September, when the first meeting shall be on Tuesday, September 5.
2. That the work sessions of the City Council shall be held on the second Monday of each month at 7:00 p.m.
3. That committee of the whole meetings of the City Council shall be called as needed.
4. That all dates for regular and work session meetings of the Wyoming City Council be as described on the attached schedules.

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 December 5, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

**SCHEDULED MEETING DATES OF THE WYOMING CITY COUNCIL
REGULAR COUNCIL MEETINGS FOR THE YEAR 2017**

ALL MEETINGS BEGIN AT 7:00 PM AND ARE HELD IN THE WYOMING CITY HALL
LOCATED AT 1155 28TH ST SW, WYOMING, MICHIGAN IN THE CITY COUNCIL
CHAMBERS.

THE COMPLETE ADDRESS OF WYOMING CITY HALL IS 1155 28TH STREET SW,
P.O. BOX 905, WYOMING, MICHIGAN 49509-0905.

REGULAR COUNCIL MEETING DATES

TUESDAY, JANUARY 3, 2017
MONDAY, JANUARY 16, 2017

MONDAY, FEBRUARY 6, 2017
MONDAY, FEBRUARY 20, 2017

MONDAY, MARCH 6, 2017
MONDAY, MARCH 20, 2017

MONDAY, APRIL 3, 2017
MONDAY, APRIL 17, 2017

MONDAY, MAY 1, 2017
MONDAY, MAY 15, 2017

MONDAY, JUNE 5, 2017
MONDAY, JUNE 19, 2017

MONDAY, JULY 3, 2017
MONDAY, JULY 17, 2017

MONDAY, AUGUST 7, 2017
MONDAY, AUGUST 21, 2017

TUESDAY, SEPTEMBER 5, 2017
MONDAY, SEPTEMBER 18, 2017

MONDAY, OCTOBER 2, 2017
MONDAY, OCTOBER 16, 2017

MONDAY, NOVEMBER 6, 2017
MONDAY, NOVEMBER 20, 2017

MONDAY, DECEMBER 4, 2017
MONDAY, DECEMBER 18, 2017

**SCHEDULED WORK SESSION MEETING DATES OF THE
WYOMING CITY COUNCIL FOR THE YEAR 2017**

ALL MEETINGS BEGIN AT 7:00 PM AND ARE HELD IN THE WYOMING CITY HALL
LOCATED AT 1155 28TH ST SW, WYOMING, MICHIGAN IN THE CITY COUNCIL
CHAMBERS.

THE COMPLETE ADDRESS OF WYOMING CITY HALL IS 1155 28TH STREET SW,
P.O. BOX 905, WYOMING, MICHIGAN 49509-0905.

WORK SESSION MEETING DATES

MONDAY, JANUARY 9, 2017

MONDAY, FEBRUARY 13, 2017

MONDAY, MARCH 13, 2017

MONDAY, APRIL 10, 2017

MONDAY, MAY 8, 2017

MONDAY, JUNE 12, 2017

MONDAY, JULY 10, 2017

MONDAY, AUGUST 14, 2017

MONDAY, SEPTEMBER 11, 2017

MONDAY, OCTOBER 9, 2017

MONDAY, NOVEMBER 13, 2017

MONDAY, DECEMBER 11, 2017

RESOLUTION NO. _____

RESOLUTION TO APPOINT AND REAPPOINT COUNCILMEMBERS TO BOARDS,
COMMISSIONS, AND COMMITTEES FOR THE CITY OF WYOMING,
AND FOR KENT COUNTY BOARDS AND COMMITTEES

WHEREAS:

1. It is the desire of the City Council that members are appointed, and reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.
2. The City of Wyoming is entitled to representation to various Kent County Boards and Committees.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named councilmembers to serve on certain Boards, Commissions, and Committees for the City of Wyoming, and for the Kent County Boards and Committees for the terms so stated.

REPRESENTATIVES AND BOARDS

TERM ENDING

Councilmember Robert Postema

Grand Valley Metro Council

No Term Limit

Transportation Policy Board

West Michigan Regional Planning

12/31/2017

Alternate

Kelloggsville School District Liaison

No Term Limit

Councilmember Dan Burrill

Grand Valley Metro Council

No Term Limit

Transportation Policy Board

Grandville School District Liaison

No Term Limit

Councilmember Marissa Postler

Parks and Recreation Commissions

No Term Limit

Community Enrichment Commission

No Term Limit

Godfrey-Lee School District Liaison

No Term Limit

<u>Councilmember Kent Vanderwood</u> Greater Wyoming Community Resource Alliance Kent County Waste to Energy Board Potters House and Tri-Unity Schools Liaison	No Term Limit Annually No Term Limit
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<u>Councilmember Sam Bolt</u> Grand Valley Metro Council Legislative Committee Wyoming Retirement Board Godwin Public Schools Liaison	No Term Limit No Term Limit No Term Limit
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<u>Councilmember William Ver Hulst</u> Grand Valley Metro Council Board of Directors Historical Commission Calvin Christian Schools Liaison	No Term Limit No Term Limit No Term Limit
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<u>Mayor Jack Poll</u> Grand Valley Metro Council Board of Directors Urban Mayor and Managers Wyoming Public Schools Liaison	No Term Limit No Term Limit No Term Limit
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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 December 5, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET MEETING DAYS AND TIMES FOR THE
CITY OF WYOMING BOARDS AND COMMISSIONS

WHEREAS:

1. Section 2.113 of the City Code of Ordinances states that days and times of board and commission meetings shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the days and times for the Wyoming Boards and Commissions as listed on the attached schedule.

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 December 5, 2016.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:

Resolution No. _____

CITY OF WYOMING
BOARDS - COMMISSIONS - COMMITTEES
2017 MEETING SCHEDULE

BOARD OF REVIEW	
Tuesday, March 7, 1:00 p.m.	City Hall - 1155 28 th Street SW
Monday, March 13, 9:00 a.m. – noon, and 1:30 p.m.– 4:30 p.m.	
Tuesday, March 14, 1:30 p.m. – 4:30 p.m., and 6:00 p.m.– 9:00 p.m.	
Wednesday, March 15, 9:00 a.m. – noon, and 1:30 p.m. – 4:30 p.m.	
Thursday, March 16, 1:30 – 4:30 p.m., and 6:00 – 9:00 p.m.	
Tuesday, July 18, 2:00 p.m.	
Tuesday, December 12, 2:00 p.m.	
BUILDING AUTHORITY	
At the call of the Chair	City Hall - 1155 28 th Street SW
COMMUNITY DEVELOPMENT COMMITTEE	
At the call of the Chair	City Hall - 1155 28 th Street SW
COMMUNITY ENRICHMENT COMMISSION	
7:00 p.m. on the 3 rd Tuesday of each month (no meeting in June, July and August)	City Hall - 1155 28 th Street SW
CONSTRUCTION BOARD OF APPEALS	
3:00 p.m. on the 2 nd Monday of each month at the call of the Chair	City Hall - 1155 28 th Street SW
DOWNTOWN DEVELOPMENT AUTHORITY	
7:30 a.m. on the 1 st Tuesday of January, April, July, and October	City Hall - 1155 28 th Street SW
ECONOMIC DEVELOPMENT CORPORATION AND BROWNFIELD REDEVELOPMENT AUTHORITY	
At the call of the Chair	City Hall - 1155 28 th Street SW
ELECTION COMMISSION	
At the call of the City Clerk	City Hall - 1155 28 th Street SW
GREATER WYOMING COMMUNITY RESOURCE ALLIANCE	
9:00 a.m. on the 4 th Tuesday of each month	City Hall - 1155 28 th Street SW
HEALTH INSURANCE TRUST BOARD	
3:00 p.m. on the 4 th Monday of January, April, July, October	City Hall - 1155 28 th Street SW
HISTORICAL COMMISSION	
6:30 p.m. on the 3 rd Wednesday of each month (no meeting in December)	Wyoming Public Library - 3350 Michael SW
HOUSING BOARD OF APPEALS	
7:00 p.m. on the 1 st Thursday of each month at the call of the Chair	City Hall - 1155 28 th Street SW
HOUSING COMMISSION	
1:00 p.m. on the 3 rd Tuesday: January 17, March 21, May 16, August 15, October 17, December 19	Housing Commission - Westwood Apartments 2450 36 th Street SW
OFFICERS COMPENSATION COMMISSION	
In every odd-numbered year at the call of the Chair	City Hall - 1155 28 th Street SW
PARKS AND RECREATION COMMISSION	
7:00 p.m. on the 2 nd Wednesday of each month (no meeting in July & Aug.)	City Hall - 1155 28 th Street SW
PLANNING COMMISSION	
7:00 p.m. on the 3 rd Tuesday of each month	City Hall - 1155 28 th Street SW
RETIREMENT BOARD	
3:00 p.m. on the 3 rd Monday of each month	City Hall - 1155 28 th Street SW
TREE COMMISSION	
12:30 p.m. on the 2 nd Tuesday of each month	City Hall - 1155 28 th Street SW
WKTV COMMISSION	
6:00 p.m. on the 1 st Tuesday of each month	WKTV - 5261 Clyde Park Avenue SW
ZONING BOARD OF APPEALS	
1:30 p.m. on the 1 st and 3 rd Monday of each month	City Hall - 1155 28 th Street SW

** NOTICE GIVEN PURSUANT TO PUBLIC ACT 267, OF 1976, AS AMENDED, BEING MCL 15.261
For further information regarding a scheduled meeting, contact the office of the City Clerk at 1155 28th St. SW, Wyoming, MI 49509-0905. Phone 616-530-7296.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT GRANT FUNDING RECEIVED THROUGH THE CITY OF
GRAND RAPIDS – MET MULTI-JURISDICTIONAL TASK FORCE

WHEREAS:

1. The City of Wyoming has requested to participate in the "BYRNE Memorial Justice Grant" MET – City of Grand Rapids Multi-Jurisdictional Task Force, as appointed by the United States Department of Justice.
2. The City of Wyoming would accept \$14,111 in grant funds designated towards the salary of one Wyoming Department of Public Safety Detective participating in the Multi-Jurisdictional Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming Department of Public Safety is authorized to receive said grant funds from the City of Grand Rapids, where their Police Department is serving as host agency for the Multi-Jurisdictional Task Force.
2. Chief James Carmody shall serve on the Board of Directors of the Task Force.
3. The City of Wyoming Finance Director shall submit the monthly financial status reports to be submitted to the City of Grand Rapids for reimbursement.

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 December 5, 2016.

Kelli Vandenberg, Wyoming City Clerk

ATTACHMENTS: Subcontract Agreement

Resolution No. _____

AUTHORITY: 1935 PA 59, as amended;
COMPLIANCE: Voluntary; however, grant funds will be withheld if not submitted to the Michigan State Police (MSP) 60 days after acceptance of the agreement.

**BYRNE JUSTICE ASSISTANCE (BYRNE JAG) GRANT or
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT**

**Subcontract Agreement
between**

CONTRACTOR: City of Grand Rapids

Federal Identification (I.D.) Number: 38-6004689

and

SUBCONTRACTOR: City of Wyoming Police Department

Federal I.D. Number: 38-6006933

Project Title: Metropolitan Enforcement Team

Michigan State Police (MSP) Contract Number: 2017670973

MSP Project Number: JAG-70973-MET-2017

Catalog of Federal Domestic Assistance (CFDA) Number: 16738

CFDA Title: Formula Edward Byrne JAG

Federal Agency Name: United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA)

Federal Grant Award Number: 2015-MU-BX-0964

Federal Program Title: Byrne JAG State FY2017

I. Period of Agreement:

This Agreement shall commence on October 1, 2016 and terminate on September 30, 2017.

This Agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the Michigan State Police (MSP). All projects must be initiated within 30 days of the start date of this Agreement.

II. Agreement Amount and Budget:

The agreed upon Project Budget for this Agreement is described in this section. Any changes to the Project Budget, by either the Contractor or Subcontractor, must be in writing and signed by both parties. Budget deviation allowances are not permitted.

	GRANT FUNDS	MATCHING FUNDS	TOTAL
Salary and Wages & Fringe Benefits	\$ <u>14,111.00</u>	\$	\$ 14,111.00
Travel Expenses	\$	\$	\$
Supplies and Expenses	\$	\$	\$
Equipment Expenses	\$	\$	\$
Other Expenses	\$	\$	\$
TOTAL AGREEMENT AMOUNT	\$	\$	\$ 14,111.00

III. Project Budget Detail:

The agreed upon Project Budget Detail for this Agreement is described in this section. Any change to the Project Budget Detail, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed budget item descriptions:

SALARY AND WAGES & FRINGE BENEFITS: List the positions and cost for each position. Also indicate the total number of hours or percentage of time each position will be assigned to grant activities. List the fringe benefits costs for each position.

One (1) Full Time Detective (2080 hours) \$14,111.00

TRAVEL EXPENSES: This includes cost for mileage, per diem, lodging, rental vehicles, registration fees, approved seminars or conferences, and other approved travel costs incurred by the subcontractor.

SUPPLIES AND EXPENSES: This category is used for all consumable and short-term items and equipment items costing less than \$5,000.

EQUIPMENT EXPENSES: Individual line items greater than \$5,000.

OTHER EXPENSES: Communication, space, and allowable expenses not covered by other line items.

IV. Statement of Work:

The Subcontractor agrees to undertake, perform, and complete the services described in this section. Any changes to the Statement of Work, by either the Contractor or Subcontractor, must be in writing and signed by both parties. The Subcontractor may not assign the performance under this Agreement to any other entity or person who is not an employee of the Subcontractor, except with prior written approval of the Contractor. All provisions and requirements of this Agreement shall apply to any agreements the Subcontractor may enter

into in furtherance of its obligations under the Agreement and shall be responsible for the performance of any contracted work. ontrac

Detailed description of services/deliverables:

V. Project Timeline:

The Subcontractor agrees to undertake, perform, and complete the services described in Section III within the timeline described in this section. Any changes to the Project Timeline, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed timeline:

VI. Publication Rights:

The Subcontractor shall give proper recognition in any and all publications, papers, and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers, and presentations:

"This project was supported by Federal Grant Award Number _____, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the MSP or DOJ."

The MSP shall, in return, give recognition to the Contractor and/or Subcontractor when applicable.

Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor or Subcontractor, the Contractor or Subcontractor may copyright such but shall acknowledge that the MSP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.

VII. Performance Measurement Data and Reporting:

The Subcontractor agrees to provide all applicable performance measurement data related to this Agreement in a timely manner in order for the Contractor to meet its reporting obligations with the MSP. The failure of the Subcontractor to comply with this requirement may result in the withholding of funds and/or termination of the Subcontract.

Detailed performance measurement data requirements description (if applicable):

VIII. Payment Processing:

The Contractor, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide payment to the Subcontractor based upon appropriate reports, records, and documentation maintained by the Subcontractor. Any billing or request for reimbursement for Subcontract costs must be supported by adequate source documentation on costs and services. Payment requests must be submitted to the Contractor in a timely manner in order that the Contractor can subsequently request reimbursement from the MSP within the required monthly reimbursement period. The Subcontractor will be paid within 30 days of receipt of reimbursement by the Contractor.

IX. Program Income:

The DOJ regulations allow the Contractor to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ. Program income is the gross income earned by the

Contractor and/or Subcontractor during the Agreement period as a direct result of the grant project. All income generated as a direct result of an MSP-funded project shall be deemed program income. Program income may be used to further program objectives under this Agreement or may be refunded to the MSP. Program income must be used for the purposes of and under the conditions applicable to the award specified in the agreement between the Contractor and the MSP. Program income may only be used for allowable program costs. Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the state administrative agency (the MSP). The Subcontractor must report any and all generated program income to the Contractor on a quarterly basis in order for the Contractor to comply with the MSP reporting and tracking requirements.

X. Unobligated Funds:

Any unobligated balance of funds held by the Subcontractor at the end of the Agreement period will be returned to the Contractor, which will then be returned to the MSP, or treated in accordance with instructions provided by the MSP.

XI. Equipment Purchases and Title:

Any Subcontractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Subcontractor upon acquisition. The MSP reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the MSP's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Subcontractor's local requirements.

XII. Employee Time Certifications:

It is the Subcontractor's obligation to notify the Contractor immediately when a Byrne JAG-funded employee:

- Is disabled or deceases while having been assigned to a grant-funded position;
- Is removed or reassigned from a grant-funded position; and/or,
- Is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

All Byrne JAG-funded employees will complete and submit to the Contractor an executed ADM-214 Employee Time Certification form supplied by the Contractor. The failure to comply with notification to the MSP and/or submit Employee Time Certification forms could result in loss of position funding.

XIII. Record Maintenance/Retention:

The Subcontractor agrees to maintain adequate program and fiscal records and files (including source documentation) to support program activities and all expenditures made under the terms of this Agreement, as required. The Subcontractor must assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure or until any pending litigation and/or audit findings have been resolved. All retention record guidelines set by the Contractor and/or Subcontractor must be adhered to if they require additional years beyond retention guidelines stated herein.

XIV. Authorized Access:

The Subcontractor must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the Contractor, MSP, Program Evaluators (contracted by the MSP), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Contractor and/or the MSP may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, if requested.

The Contractor and/or the MSP may request that a funded program be evaluated by a contracted outside evaluation team. Subcontractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

XV. Subcontractor/Vendor Monitoring:

The Subcontractor must comply with the Single Audit Act of 1984, as amended, 31 USC 7501 et seq. requirements and must forward all single audits covering grant funds administered through this Agreement to the Contractor. The Contractor is responsible for reviewing all single audit adverse findings, issuing management decisions on audit findings, and ensuring that corrective actions are implemented in accordance of OMB Circular A-133.

The Contractor is responsible for ensuring that the Subcontractor is expending grant funds appropriately as specified through this Agreement, and shall conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions, as well as ensure that performance goals are achieved. The Contractor shall ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section .210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210(f).

XVI. Notification of Criminal or Administrative Investigations/Charges:

If any employee of the Subcontractor that is associated with this Agreement project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Subcontractor shall immediately notify the Contractor, in writing, that such an investigation is ongoing or that a charge has been issued.

XVII. Agreement Suspension/Termination:

The Contractor and/or the Subcontractor may suspend and/or terminate this Agreement without further liability or penalty to the Contractor for any of the following reasons:

- A. This Agreement may be suspended by the Contractor if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Subcontractor to comply with this Agreement terms; otherwise, termination by the Contractor may occur.
- B. Failure of the Subcontractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date.
- F. This Agreement may be terminated immediately if the Subcontractor, an official of the Subcontractor, or an owner is convicted of any activity referenced in Section XVI of this Agreement, during the term of this Agreement, or any extension thereof.

XVIII. Final Reporting Upon Termination:

Should this Agreement be terminated by either party, within 30 days after the termination, the Subcontractor shall provide the Contractor with all financial, performance, and other reports required as a condition of this Agreement. The Contractor will make payments to the Subcontractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Subcontractor shall immediately refund to the Contractor any funds not authorized for use and any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.

XIX. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

XX. Liability:

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Subcontractor in the performance of this Agreement shall be the responsibility of the Subcontractor, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Subcontractor, employee, or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity, as provided by statute or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Subcontractor, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Subcontractor and the Contractor in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Subcontractor and the Contractor in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Subcontractor, the Contractor, or their employees, respectively, as provided by statute or court decisions.

XXI. Certifications and Assurances:

The Subcontractor must adhere to all applicable Certifications and Assurances. The failure to do so may result in the termination of grant funding or other remedies.

A. Certifications:

Subcontractor should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Subcontractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,

C. Debarment, Suspension and Other Responsibility Matters (Direct Recipient):

As required by Executive Order 12549, Debarment and Suspension, implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. Section 2867.20(a):

1. The Subcontractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the MSP and U.S. Government in this case.
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either: (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or, (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the MSP and U.S. Government in this case.

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 *et seq.*, and implemented at 28 C.F.R. Part 83. The Subcontractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Subcontractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
- d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under this Agreement, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Subcontractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Subcontractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the general accounting office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*
5. It will comply with Executive Order 13279, Executive Order 13559, and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 38, which prohibits recipients from using DOJ financial assistance on inherently (or explicitly) religious activities and from discriminating

in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support 12-step programs, which are considered to be religious in nature. The 12-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in 12-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that 12-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in 12-step programs and cannot penalize a participant who chooses not to participate in a 12-step program. It must ensure that employees fully funded by DOJ are not involved with 12-step programs whereby they are instructing or indoctrinating clients on the 12 steps. Employees of the Subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on 12-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to 12-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*, and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 41455-01 (June 18, 2002).
7. It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d; the Victims of Crime Act of 1984, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672(b); Title IV of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. §794; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990, 2 U.S.C. §12132; the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. §12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. Notification:

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the MSP as described in the complaint procedures in Attachment 7, Discrimination Complaint Procedures for Federal Grant-Funded Projects Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights directly, as outlined in Attachment 7 but the Contractor shall notify the MSP of the complaint as soon as the complaint is known. In the event that a federal or state court, or federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the MSP.

b. **Training:**

Any and all DOJ-funded employees of the Subcontractor shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Contractor shall provide the Subcontractor with access to training developed by the OJP/OCR, which may be found at: <http://www.nij.gov/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Subcontractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Contractor within 60 days of the date of hire.

c. **Monitoring:**

The Contractor shall ensure that the Subcontractor is complying with all applicable civil rights laws and procedures by completing the Civil Rights Compliance Questionnaire with the Subcontractor during site monitoring visits and desk audits.

8. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required pursuant to 28 C.F.R. 42.301 et seq. If the Subcontractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR, and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Subcontractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the MSP certifying that an EEOP is on file which meets the applicable requirements. If the Subcontractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.
9. If the Subcontractor is a governmental entity, it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 et seq., which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
10. If the Subcontractor is a governmental entity, it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. **Non-Supplanting:**

It is imperative that the Subcontractor understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) the Subcontractor's budget, and may not supplant (replace) state, local, or tribal funds that otherwise would have been spent on positions and/or any other items approved in this Agreement budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts. It must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts. It must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant

award start date is July 1 and the layoff is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the layoff. [Please note that as long as your agency can document the date that the layoff(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the layoff without formally completing the administrative steps associated with a layoff for each individual personnel.]

4. Documentation that may be used to prove that scheduled layoffs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to): council or departmental meeting minutes, memoranda, notices, or orders discussing the layoffs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or, budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Subcontractor will comply with the Hatch Act of 1939, 5 USC 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 USC 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996 (HIPAA):

To the extent that HIPAA is pertinent to the services that the Subcontractor provides to the Contractor under this Agreement, the Subcontractor assures that it is in compliance with the HIPAA requirements including the following:

1. Subcontractor must not share any protected health data and information provided by the Contractor that falls within the HIPAA requirements.
2. Subcontractor must only use the protected health data and information for the purposes of this Agreement.
3. Subcontractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Subcontractor's employees.
4. Subcontractor must have a policy and procedure to report to the Contractor any unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Subcontractor becomes aware.
5. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XVII, above.
6. In accordance with the HIPAA requirements, the Subcontractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Subcontractor from the Contractor, the MSP, or any other source.

XXII. Unallowable Costs:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect costs, rates, or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project for which you are applying.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fund raising and any salaries or expenses associated with it.

- Legal fees.
- All travel, including first-class or out-of-state travel, unless prior approval by the MSP is received.
- Promotional items, unless prior approval by the MSP is received.
- One-time events, prizes, and entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the MSP is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training/conferences, unless prior approval by the MSP is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the MSP is received.
- Compensation to federal employees.
- Military type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- K9 dogs and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints, including any related supplies.
- Weapons, including tasers.
- Food, refreshments, and snacks.
 - Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the MSP and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

XXIII. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. Individual consultant fees are limited to \$450 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$450 for an eight-hour day, prior written approval is required from the MSP. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XXIV. Conflict of Interest:

The Contractor and Subcontractor are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 et seq, and 1973 PA 196, as amended, MCL 15.341 et seq.

XXV. Compliance with Applicable Laws and Agreements:

The Subcontractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Subcontractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement, as well as the terms of the agreement between the MSP and Contractor. The Contractor shall supply the Subcontractor with a copy of said agreement.

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR CATCH BASIN CLEANING (FY 2017 – 2019)
TO UNITED RESOURCE, LLC

WHEREAS:

1. On November 22, 2016, the City received five bids for Catch Basin Cleaning (FY 2017 – 2019).
2. It is recommended the City Council award the bid to the low bidder, United Resource, LLC for fiscal years 2017, 2018 and 2019 at a unit cost of \$69.00 per catch basin on local streets and a unit cost of \$75.00 per catch basin on major streets.
3. Wyoming will spend approximately \$72,000 for the catch basin cleaning in fiscal year 2017. Sufficient funds have been budgeted in the Solid Waste Disposal Fund, 230-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to United Resource, LLC for catch basin cleaning in fiscal years 2017, 2018 and 2019.

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 December 5, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

STAFF REPORT

DATE: November 23, 2016

SUBJECT: Bid Award – Catch Basin Cleaning (FY 2017 – 2019)

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: December 5, 2016

RECOMMENDATION

It is recommended the City Council award the bid for catch basin cleaning to the low bidder, United Resource, LLC, for fiscal years 2017, 2018 and 2019 at a unit cost of \$69.00 per catch basin on local streets and a unit cost of \$75.00 per catch basin on major streets.

SUSTAINABILITY CRITERIA

Environmental Quality

Catch basins retain solids and organic material that originate from roads and parkways. If this material is not removed, it is transported to local waterways, contributing to pollution of these ecosystems. By inspecting and cleaning the storm sewer catch basins, the City can decrease the amount of pollutants entering local waterways, identify catch basins needing repair and repair accordingly.

Social Equity

Catch basin cleaning provides a cleaner, more reliable and efficient storm sewer system for all the citizens of Wyoming without regard to income level or socio-economic status.

Economic Strength

By proactively cleaning and inspecting the catch basins, Wyoming is decreasing the risk of street flooding, storm sewer failures and pollution, thus eliminating the additional labor, equipment and material costs that occur during emergency repairs. Additionally, catch basin cleaning and inspection is required as part of the City's state-issued stormwater permit. Failure to comply would result in additional state scrutiny and potential fines.

DISCUSSION

On November 22, 2016, the City received five bids for catch basin cleaning. Seven bid packages were picked up by prospective bidders. United Resource, LLC submitted the lowest bid for catch basin cleaning and inspection. The unit cost of \$69.00 per catch basin on local streets is an increase of 30%, and the unit cost of \$75.00 per catch basin on major streets is an increase of 36% from the previous bid (July 2011). The increase in cost is a reflection of the increased disposal fees due to stricter regulations at the local landfills, as well as the additional requirement to inspect catch basin structural integrity.

As noted in Federal and State law, the City is required to clean the storm sewer catch basins. The bid consists of the cleaning and inspecting of catch basins located on the local and major streets.

Wyoming anticipates spending approximately \$72,000 for catch basin cleaning in fiscal year 2017.

BUDGET IMPACT

Sufficient funds have been budgeted in the Solid Waste Disposal Fund: 230-441-44300-956.000.

BID TABULATION

CITY OF WYOMING, MICHIGAN - TABULATION OF BIDS															
CATCH BASIN CLEANING (2016 - 2019)															
Opened By <u>City Clerk</u> On <u>November 22, 2016</u> At <u>11:00 a.m. o'clock</u>															
Bidder	2016 - 2017				Total	2017 - 2018				Total	2018 - 2019				Total
	Local Streets (Est. 1,000 Basins)		Major Streets (Est. 500 Basins)			Local Streets (Est. 1,000 Basins)		Major Streets (Est. 500 Basins)			Local Streets (Est. 1,000 Basins)		Major Streets (Est. 500 Basins)		
	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
United Resource LLC	\$69.00	\$69,000.00	\$75.00	\$37,500.00	\$ 106,500.00	\$69.00	\$69,000.00	\$75.00	\$37,500.00	\$ 106,500.00	\$69.00	\$69,000.00	\$75.00	\$37,500.00	\$ 106,500.00
Greenscape	\$110.00	\$110,000.00	\$110.00	\$55,000.00	\$ 165,000.00	\$114.00	\$114,000.00	\$114.00	\$57,000.00	\$ 171,000.00	\$118.00	\$118,000.00	\$118.00	\$59,000.00	\$ 177,000.00
Elite Pipeline	\$140.00	\$140,000.00	\$145.00	\$72,500.00	\$ 212,500.00	\$145.00	\$145,000.00	\$150.00	\$75,000.00	\$ 220,000.00	\$150.00	\$150,000.00	\$156.00	\$78,000.00	\$ 228,000.00
Plummer's Environmental	\$239.00	\$239,000.00	\$284.00	\$142,000.00	\$ 381,000.00	\$251.00	\$251,000.00	\$298.00	\$149,000.00	\$ 400,000.00	\$264.00	\$264,000.00	\$313.00	\$156,500.00	\$ 420,500.00
National Power Rodding	\$225.00	\$225,000.00	\$300.00	\$150,000.00	\$ 375,000.00	\$250.00	\$250,000.00	\$325.00	\$162,500.00	\$ 412,500.00	\$275.00	\$275,000.00	\$350.00	\$175,000.00	\$ 450,000.00

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID/PROPOSAL

WHEREAS:

1. Formal bids and a request for proposal (RFP) have been obtained on the below listed items.
2. The bids and RFP's received have been reviewed and evaluated as per the attached Staff Reports.

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidders	Cost
Clean Water Plant Maintenance Shop Renovation Project	JWK Construction	\$193,800.00
Printing and Related Services	Gilson Graphics, Derk Pieter Company (dba Sir Speedy Printing) & Wolverine Printing Company	Prices as shown on the attached tabulation sheet

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 5, 2016.

ATTACHMENTS:
Staff Reports
Tabulation Sheet

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: November 28, 2016
Subject: Clean Water Plant Maintenance Shop Renovation Project
From: Tom Wilson, Utility Maintenance Manager
Date of Meeting: December 5, 2016

RECOMMENDATION:

It is my recommendation that City Council award the bid for the Clean Water Plant Maintenance Shop Renovation Project to JWK Construction in the amount of \$193,800.00.

SUSTAINABILITY CRITERIA:

Environmental Quality – There is no impact on Environmental Quality with this project.

Social Equity – There is no impact on Social Equity with this project.

Economic Strength – Maintenance of the buildings, grounds, mechanical systems, and many pieces of equipment at the Clean Water Plant is necessary to its mission and contributes to the efficiency of our staff, equipment, and to the prevention of untimely and costly repairs that could potentially interrupt the day to day operations of the Plant.

DISCUSSION:

The Clean Water Plant's main building houses several workgroups, the largest of which is the Maintenance Shop that was built in 1974 and has been used for various purposes including a lime storage facility, a fish study, and its current use as our Maintenance Shop. The Shop accommodates the work associated with the complete dismantling and repair of large and heavy pieces of equipment, the testing and repair of electronic devices, the storage of parts and materials, and work stations for each Maintenance employee. It also contains the facilities we use for fabrication functions like welding, cutting, bending, etc. The renovation will provide a clean space for instrumentation and computer work separate from the dismantling of large equipment and fabrication projects. It will also improve and increase the parts storage area without adding to the square footage of the shop.

On August 1, 2016, City Council adopted Resolution #25540 accepting a proposal from The Architectural Group to provide design services and specifications for the Clean Water Plant Maintenance Shop Remodel Project. The design services and specifications were completed and the project was competitively bid as shown in the table below.

General Contractors	Base Bid	Rec'd Add. #1	Alternate #1	Voluntary Alternates
JWK Construction	\$191,500	x	Add \$2,300	-
TerHorst & Rinzema	\$192,950	x	Add \$2,250	-
Pel GC	\$236,528	x	Add \$2,259	-
Erhardt Construction	\$206,766	x	Add \$2,650	Deduct \$3,900 for epoxy flooring

BUDGET IMPACT:

JWK Construction submitted the lowest bid of \$193,800.00 which includes demolition, acceptance of the project alternate and the complete renovation of the maintenance shop.

Funds for this project are budgeted in the 2016-2017 Sewer Fund Capital Outlay Plant Expansion Phase 2 Account #590-590-54400-986.444.

STAFF REPORT

Date: November 9, 2016
Subject: Printing and Related Services (Request for Proposal)
From: Laura Jackson, Purchasing Department
Meeting Date: December 5, 2016

RECOMMENDATION:

It is recommended City Council accept the proposals received for printing and related services from Gilson Graphics, Derk Pieter Company (dba Sir Speedy Printing) and Wolverine Printing Company.

SUSTAINABILITY CRITERIA:

Environmental Responsibility - The City uses electronic forms of communication when possible to communicate internally and externally, reducing the use of paper and toner. To insure that Wyoming residents who do not use electronic forms of communication are kept informed, printing is sometimes required.

Social Equity - Printing of various forms of communications is necessary sometimes for internal records and to reach out to Wyoming residents who do not use electronic forms of communication.

Economic Strength – Having the ability to use various printing sources allows departments to acquire their printing and related services as needed at the lowest possible prices thus, obtaining the greatest savings for the City.

DISCUSSION:

On November 8, 2016, five proposals were received to provide printing and related services for a three year period; 129 Requests for Proposals (RFP's) were emailed to prospective bidders. The RFP requested the proposer provide information of the types of printing and ancillary services the proposer can provide the City. The RFP also requested pricing for printing the Wyoming Record, water quality reports, water bills, delinquent notices, final notices and tax bills.

In order to obtain the best pricing and to meet the various printing needs and services for all City departments it is recommended City Council accept the proposals from Gilson Graphics, Derk Pieter Company (dba Sir Speedy Printing) and Wolverine Printing Company.

BUDGET IMPACT:

Funds for the printing and related services are available in various departmental accounts and will be charged to the appropriate account at the time of purchase. It is estimated the City will spend approximately \$222,000 on printing services over the next three years.

Attachment: Tabulation Sheet

		WATER QUALITY REPORTS	WATER BILLS, DELINQUENT NOTICES & FINAL NOTICES & TAX BILLS											WYOMING RECORD		
			REGULAR WATER BILLS			DELINQUENT WATER BILLS			FINAL NOTICES			TAX BILLS				
	Year (January - December)	Bid Price	Bid Price (est. monthly amount: 8,000)	Bid Price (per year)	Additional Price Per 500 above the monthly amount	Bid Price (est. monthly amount: 2,500)	Bid Price (per year)	Additional Price Per 500 above the monthly amount	Bid Price (est. monthly amount: 1,500)	Bid Price (per year)	Additional Price Per 500 above the monthly amount	Total bid price per printing 30,000	Total bid price per printing 60,000	Estimated monthly amount to be printed	Total bid price per month for estimated monthly amount	Additional price per 500 above the estimated monthly amount
		The Derk Pieter Co. d-b-a Sir Speedy Printing	2017	\$1,306.60	\$351.49		\$22.54	\$175.75		\$24.46	\$142.90		\$26.70	\$996.44	\$1,535.94	7,500
2018	\$1,306.60		\$362.03		\$22.54	\$181.02		\$27.46	\$147.19		\$26.70	\$996.44	\$1,535.94	7,500	\$422.60	\$25.10
2019	\$1,306.60		\$369.27		\$22.54	\$184.64		\$24.46	\$150.13		\$26.70	\$996.44	\$1,535.94	7,500	\$422.60	\$25.10
Gilson Graphics	2017	\$1,382.00	\$158.00	\$1,904.00	\$10.00	\$72.00	\$870.00	\$12.00	\$50.00	\$595.00	\$14.00	\$749.00	\$1,498.00	7,500	\$744.00	\$35.00
	2018	\$1,410.00	\$162.00	\$1,942.00	\$11.00	\$75.00	\$888.00	\$13.00	\$52.00	\$606.00	\$15.00	\$764.00	\$1,528.00	7,500	\$758.00	\$36.00
	2019	\$1,438.00	\$165.00	\$1,980.00	\$12.00	\$76.00	\$906.00	\$14.00	\$54.00	\$620.00	\$16.00	\$780.00	\$1,558.00	7,500	\$773.00	\$37.00
Wolverine Printing	2017	\$877.00										\$509.00	\$904.00			
	2018	\$877.00										\$509.00	\$904.00			
	2019	\$890.00										\$515.00	\$920.00			
Franklin Press, Inc.	2017	\$1,530.46		\$2,216.03			\$1,013.12			\$656.48			\$1,907.03			
	2018	\$1,576.37		\$2,282.51			\$1,043.51			\$676.17			\$1,964.24			
	2019	\$1,623.67		\$2,350.99			\$1,074.82			\$696.46			\$2,023.17			
Mittera Group/ColorFX	2017	\$1,768.00	\$640.00		\$22.17	\$418.00		\$42.35	\$408.00		\$67.19	\$884.00	\$1,768.00	7,500	\$951.00	\$26.40
	2018	\$1,839.00	\$667.00		\$23.06	\$435.00		\$44.04	\$424.00		\$69.88	\$920.00	\$1,840.00	7,500	\$989.00	\$27.46
	2019	\$1,912.00	\$694.00		\$23.98	\$452.00		\$45.80	\$441.00		\$72.68	\$957.00	\$1,914.00	7,500	\$1,029.00	\$28.56

12/05/2016
Clerk/KV

ORDINANCE NO. 18-16

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE
CITY OF WYOMING BY ADDING SUBSECTION (104) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (104) thereto, to read as follows:

(104) To rezone 0.37 acres from B-1 Local Business to R-4 Multiple Family Residential (965 – 36th Street SW)

LEGAL DESCRIPTION:

See attached.

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

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

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 18-16

November 28, 2016

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

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request to rezone 0.37 acres from B-1 Local Business to R-4 Multiple Family Residential. The property is located at 965 – 36th Street, SW.

Recommendation: To approve the subject rezoning request.

Dear Ms. Vandenberg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on November 15, 2016. A motion was made by Weller, supported by Arnoys, to recommend to City Council approval of the rezoning request. The motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information.

In 2006, the non-conforming large single family residence on this property was converted to commercial / office use. This included construction of a parking lot, a barrier free ramp, and internal building modifications. Subsequently, the current property owner has determined this to be an impractical use of the property. He desires to convert the building into a two unit residence. The most practical zoning to accomplish this is the requested R-4 Multiple Family, which is also the adjoining zoning to the west and south. Staff had the following added comments:

1. This area of 36th Street has several single family residences and small apartment buildings. The proposed redevelopment of what once was a single family residence into two units would blend into this pattern.
2. The aging commercial area at 36th Street and Clyde Park Avenue has struggled to retain and attract business uses. It is doubtful this will change significantly in the near future. The reuse of this property for residential purposes is highly viable.
3. The City of Wyoming Land Use Plan was adopted in 2006. This site is recommended for Medium High Density Residential Use (6-16 units per acre). The proposed two unit residential use equates to 5.4 units per acre and conforms to the Land Use Plan's recommendation.

Conformance with the City of Wyoming Sustainability Principals:

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

The proposed rezoning and subsequent redevelopment would be beneficial to this predominantly neighborhood area. The redevelopment would repurpose an unperforming commercial property. Converting to residences will contribute to the social equity of this area of Wyoming. The conversion will also provide an economic benefit to the property owner. The proposed rezoning and subsequent redevelopment conforms to the City of Wyoming sustainability principals.

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

No public comments were provided at the public hearing. A motion was made by Weller to recommend to the City Council approval of the rezoning request. The motion was supported by Arnoys. After discussion, the motion passed unanimously.

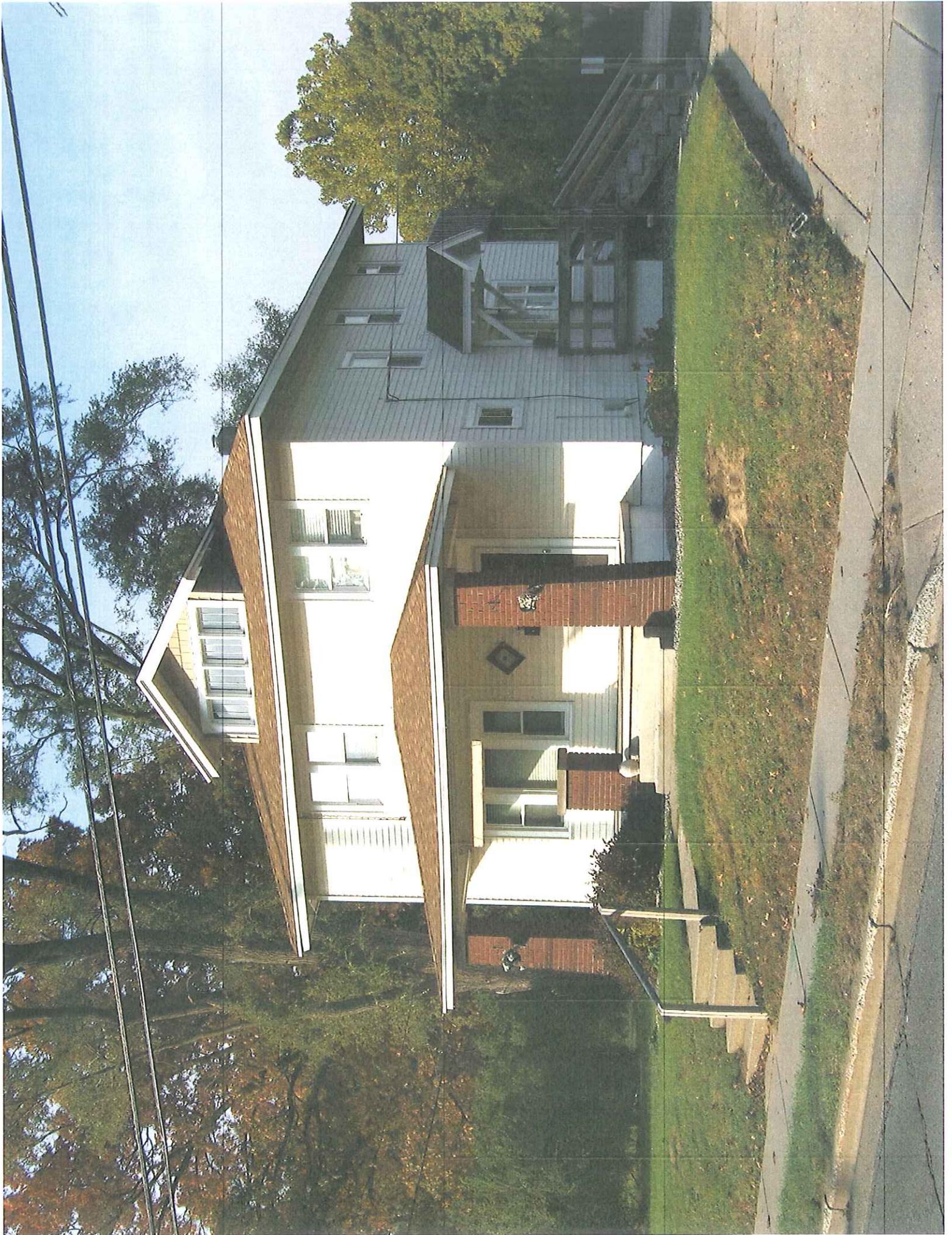
Respectfully submitted,

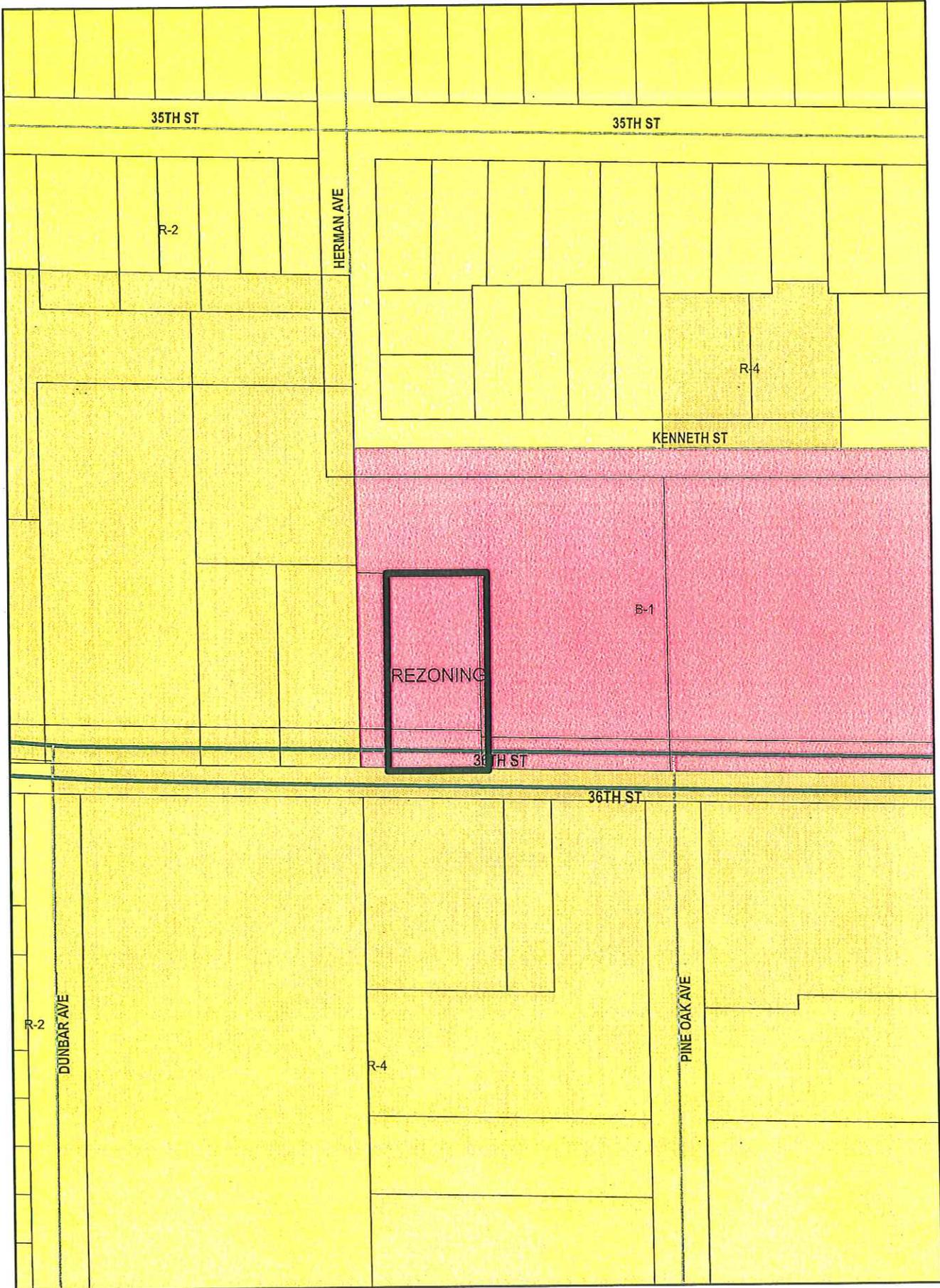


Timothy Cochran, City Planner
Planning and Development Department

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







35TH ST

35TH ST

R-2

HERMAN AVE

R-4

KENNETH ST

B-1

REZONING

36TH ST

36TH ST

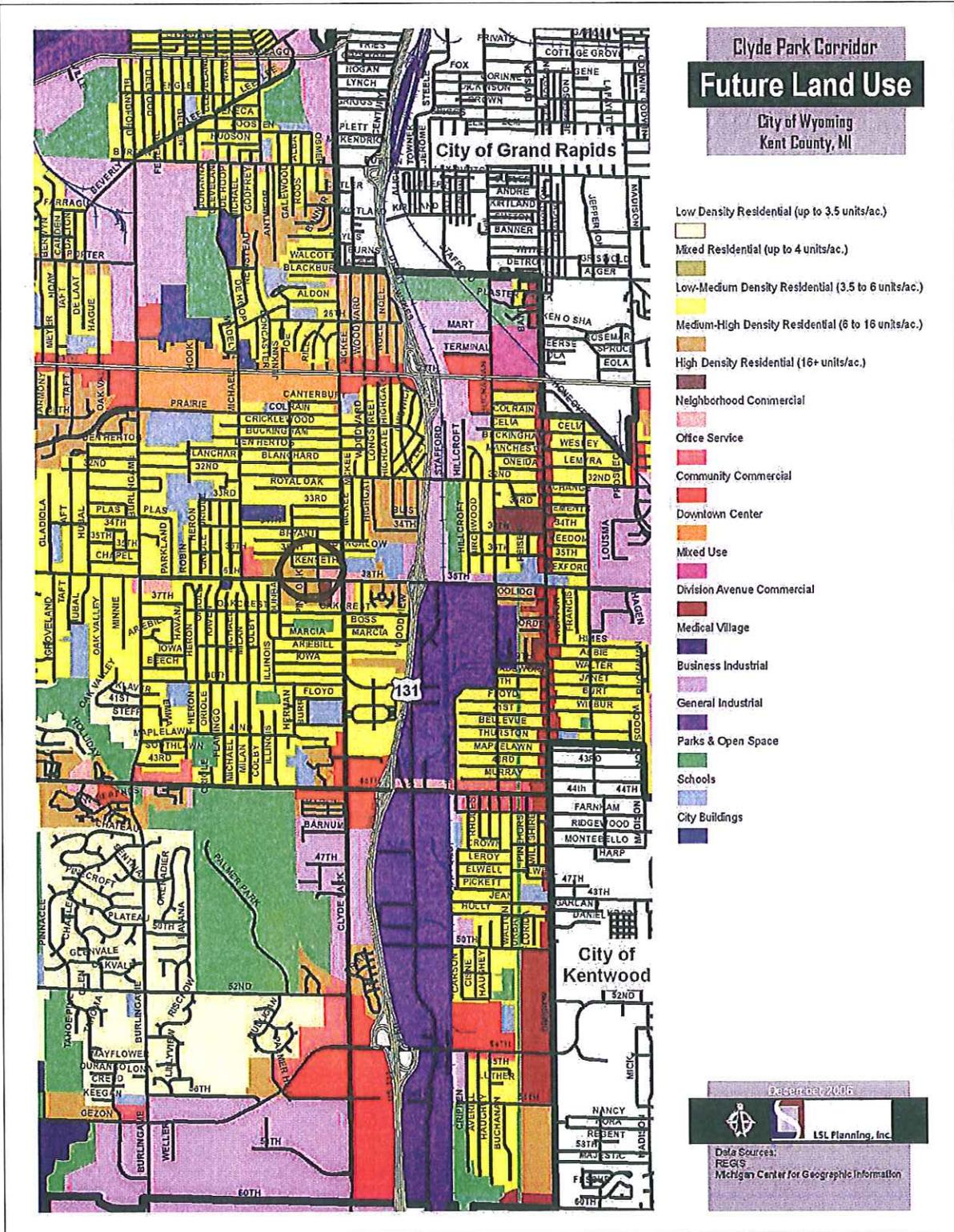
R-2

DUNBAR AVE

R-4

PINE OAK AVE

FUTURE LAND USE
CITY OF WYOMING LAND USE PLAN 2020



12/05/2016
Clerk/KV

ORDINANCE NO. 19-16

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE
CITY OF WYOMING BY ADDING SUBSECTION (105) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (105) thereto, to read as follows:

- (105) To rezone the Division Avenue Corridor from Alger Street to 60th Street from B-2 General Business, B-3 Planned Business, R-2 Single Family Residential, R-3 Two Family Residential and I-1 Light Industrial to Form Based Code (Division Avenue Corridor) (First Reading)

LEGAL DESCRIPTION:

See attached.

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

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

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 19-16

November 29, 2016

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request to rezone the Division Avenue corridor from Alger Street to 60th Street from B-2 General Business, B-3 Planned Business, R-2 Single Family Residential, R-3 Two Family Residential and I-1 Light Industrial to Form Based Code.

Recommendation: To approve the subject rezoning request.

Dear Ms. Vandenberg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on November 15, 2016. A motion was made by Hegyi, supported by Smart, to recommend to City Council approval of the rezoning request. The motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information.

Form Based Code (FBC) is a specialized zoning district distinct from conventional zoning standards utilized by most communities. An FBC places great importance upon building placement and appearance with less emphasis upon land use. Conventional zoning places great emphasis on land use with building placements that are far more flexible. Under conventional zoning, building appearance is generally left to the developer's interests. An FBC is utilized when it is the community's desire to either maintain, or create, a distinct character for an area. The overriding intent is to fortify an area to promote economic and social development in such a manner that it can readily adapt to changing conditions over time.

The initial FBC for the City of Wyoming was developed as a means to implement a redevelopment vision for the area of 28th Street surrounding City Hall. During the process of developing the FBC, it became apparent to many that its applicability may also be appropriate in other older established areas of the community, such as Division Avenue.

In February 2014, the Cities of Wyoming and Kentwood formed a joint steering committee to consider the desirability of applying different zoning requirements to

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

the Division Avenue corridor. Ideally, both communities would have comparable development standards to evolve the corridor unto a cohesive place. Through evaluation for over a year, the committee determined that the FBC applied to 28th Street would also be appropriate for Division Avenue, however in a condensed format. They found that two of the six context areas within the established FBC, along with most of the associated standards, would be appropriate for Division Avenue. The two context areas are Corridor General and Corridor Edge. With these recommendations, informational presentations were held with the Division Avenue Business Association, the Kelloggsville School Board, the Godwin Heights School Board, and others.

With the steering committee recommendations, the City amended the FBC to incorporate the standards desired for Division Avenue. That amended FBC was reviewed and recommended for approval by the Planning Commission and forwarded to the City Council, who adopted it in August 2016. Planning staff subsequently held a public information meeting on September 26, 2016. Over 3,600 invitations were sent to affected and nearby property owners along the corridor to inform them of the proposed zoning changes. Approximately 50 people attended this meeting. Those who attended left with a more thorough understanding of what the FBC is intended to accomplish. Planning staff then initiated the rezoning of the corridor to FBC. It should also be noted that The City of Kentwood is currently developing their own FBC, guided heavily by the City of Wyoming FBC, to be implemented along their eastern 2 1/4 miles of the corridor.

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

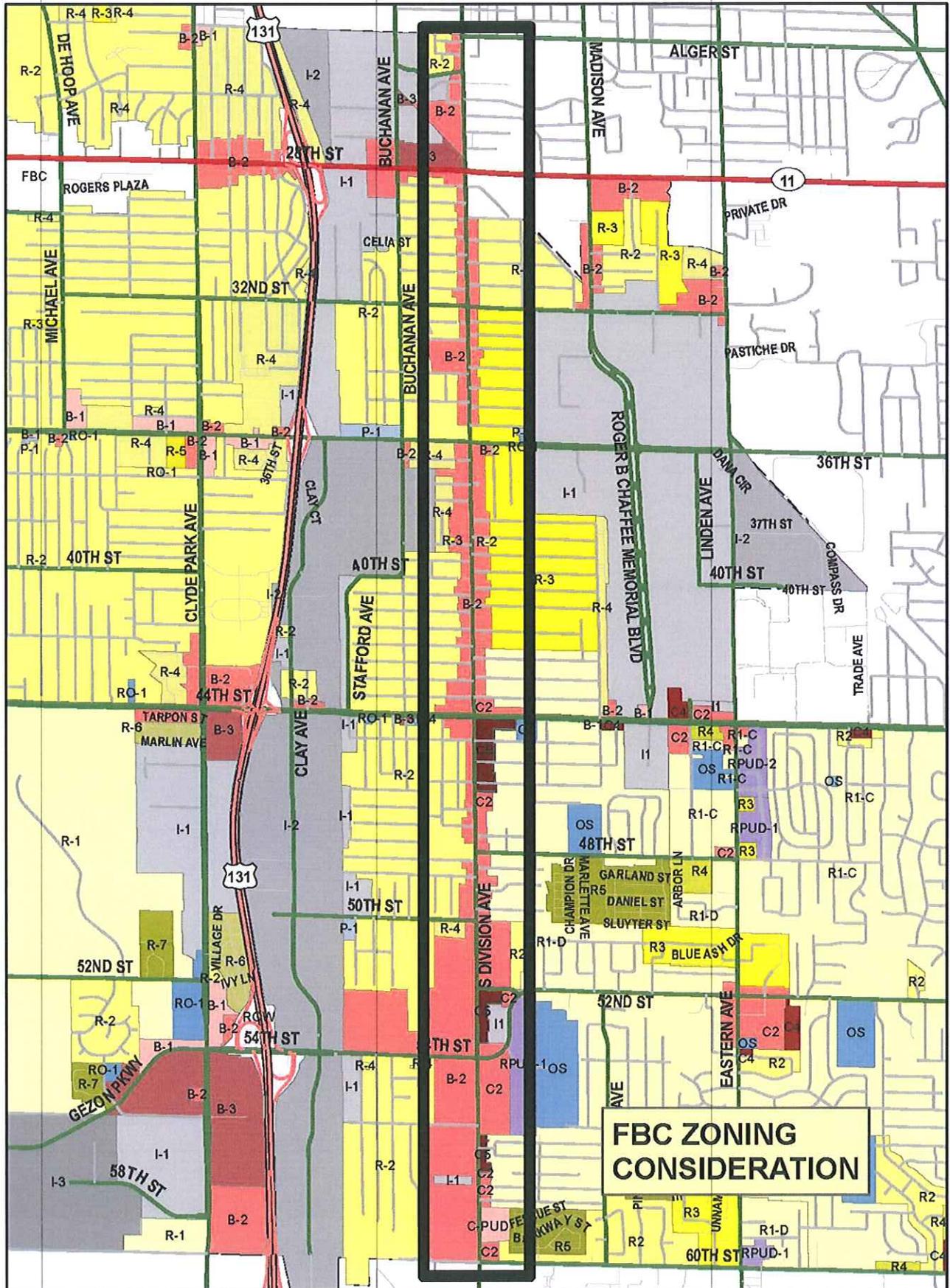
At the public hearing five property owners spoke. Their concerns were the possible effects on businesses and residents, property values, and provision of sewer service near the south end. A motion was made by Hegyi to recommend to the City Council approval of the rezoning request. The motion was supported by Smart. After discussion, the motion passed unanimously.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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



**FBC ZONING
CONSIDERATION**

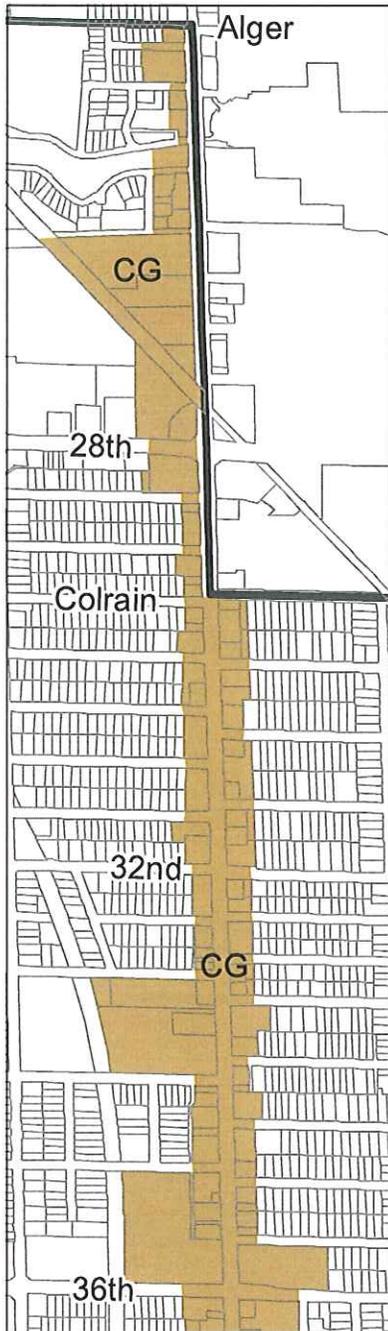
ARTICLE 11 DIVISION 4

CONTEXT AREAS AND USE

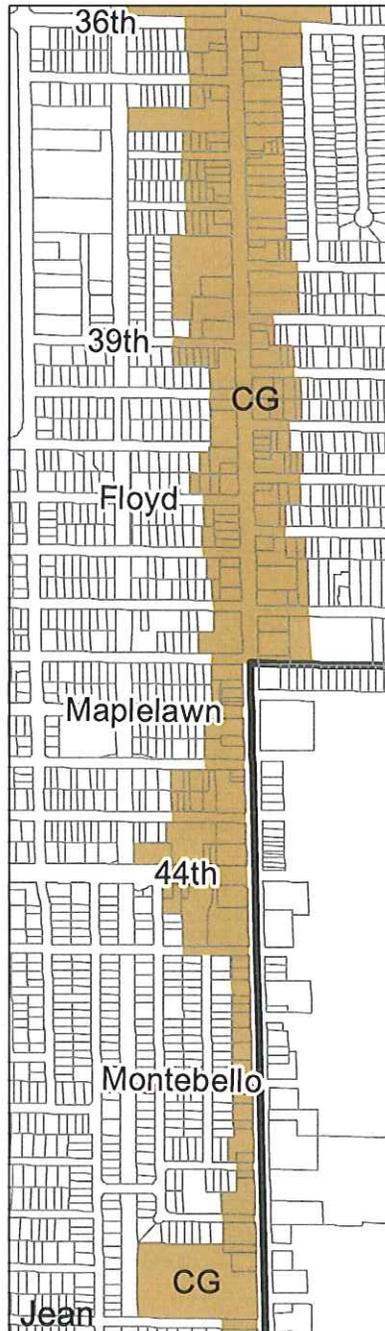
90-1404 DIVISION AVENUE CORRIDOR CONTEXT AREA MAPS

Map 90-1404 divided into three sections to depict entire Division Avenue corridor

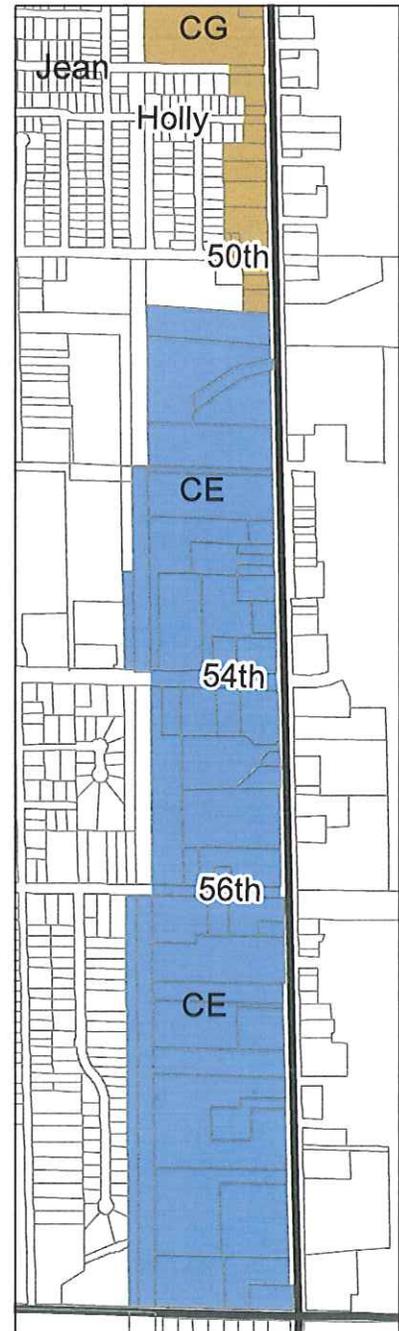
SECTION 1: ALGER ST. TO 36TH ST.



SECTION 2: 36TH ST. TO JEAN ST.



SECTION 3: JEAN ST. TO 60TH ST.



Legend

- CG, Corridor General Context Area
- CE, Corridor Edge Context Area



i	Introduction	1	Title, Purpose & Scope	2	Applicability & Procedures	3	General Provisions	4	Context Areas & Use	5	Subdivision & Access	6	Building Types
7	Private Frontages	8	Thoroughfare Guidelines	9	Off-Street Parking	10	Sign Standards	11	FBC Definitions	City of Wyoming Zoning Ordinance			

CERTIFICATE OF DETERMINATION

The Board of Canvassers of the County of Kent, State of Michigan, having ascertained and canvassed the votes of **WYOMING COUNCIL MEMBER** at the General Election held on Tuesday, November 8, 2016,

DOES HEREBY CERTIFY AND DETERMINE:

- **DAN BURRILL** having received the majority of votes, is duly elected Council Member at Large of the City of Wyoming.
- **MARISSA K. POSTLER** having received the majority of votes, is duly elected Council Member of the City of Wyoming Ward 2.
- **ROBERT D. POSTEMA** having received the majority of votes, is duly elected Council Member of the City of Wyoming Ward 3.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the County of Kent, this Tuesday, November 22, 2016.

(Seal)

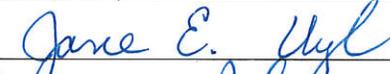
ATTEST:



Mary Hollinrake, Clerk/Register of Deeds

CERTIFY:









Board of Canvassers

COUNCIL MEMBER AT LARGE WYOMING

VOTES PERCENT

Vote for not more than 1

01 = Dan Burrill

02 = WRITE-IN

18,478 97.56
 463 2.44

 01 02

3101 Wyoming Ward 1 Pct 1	644	16
3102 Wyoming Ward 1 Pct 2	397	14
3103 Wyoming Ward 1 Pct 3	656	39
3104 Wyoming Ward 1 Pct 4	796	15
3105 Wyoming Ward 1 Pct 5	815	17
3106 Wyoming Ward 1 Pct 6	541	23
3107 Wyoming Ward 1 Pct 7	817	11
3108 Wyoming Ward 1 Pct 8	403	10
3109 Wyoming Ward 1 Pct 9	695	33
3210 Wyoming Ward 2 Pct 10	518	11
3211 Wyoming Ward 2 Pct 11	368	18
3212 Wyoming Ward 2 Pct 12	352	10
3213 Wyoming Ward 2 Pct 13	606	15
3214 Wyoming Ward 2 Pct 14	468	9
3215 Wyoming Ward 2 Pct 15	387	11
3216 Wyoming Ward 2 Pct 16	461	7
3217 Wyoming Ward 2 Pct 17	549	24
3218 Wyoming Ward 2 Pct 18	439	7
3219 Wyoming Ward 2 Pct 19	732	26
3220 Wyoming Ward 2 Pct 20	685	27
3321 Wyoming Ward 3 Pct 21	855	17
3322 Wyoming Ward 3 Pct 22	494	9
3323 Wyoming Ward 3 Pct 23	813	23
3324 Wyoming Ward 3 Pct 24	789	17
3325 Wyoming Ward 3 Pct 25	757	8
3326 Wyoming Ward 3 Pct 26	527	10
3327 Wyoming Ward 3 Pct 27	491	7
3328 Wyoming Ward 3 Pct 28	892	9
3329 Wyoming Ward 3 Pct 29	697	8
3330 Wyoming Ward 3 Pct 30	834	12

COUNCIL MEMBER WYOMING WARD 2

VOTES PERCENT

VOTES PERCENT

Vote for not more than 1

01 = Richard Kent Pastoor

02 = Marissa K. Postler

2,875 44.43

3,478 53.75

03 = WRITE-IN

118 1.82

01 02 03

3210 Wyoming Ward 2 Pct 10	261	331	10
3211 Wyoming Ward 2 Pct 11	172	263	16
3212 Wyoming Ward 2 Pct 12	202	248	5
3213 Wyoming Ward 2 Pct 13	274	405	10
3214 Wyoming Ward 2 Pct 14	265	245	12
3215 Wyoming Ward 2 Pct 15	180	260	7
3216 Wyoming Ward 2 Pct 16	310	228	7
3217 Wyoming Ward 2 Pct 17	223	406	20
3218 Wyoming Ward 2 Pct 18	269	235	5
3219 Wyoming Ward 2 Pct 19	336	484	13
3220 Wyoming Ward 2 Pct 20	383	373	13

COUNCIL MEMBER WYOMING WARD 3

VOTES PERCENT

VOTES PERCENT

Vote for not more than 1

01 = Robert D. Postema

02 = Rusty Richter

5,169 57.90

3,684 41.26

03 = WRITE-IN

75 .84

01 02 03

3321 Wyoming Ward 3 Pct 21	557	471	14
3322 Wyoming Ward 3 Pct 22	285	311	7
3323 Wyoming Ward 3 Pct 23	550	404	17
3324 Wyoming Ward 3 Pct 24	534	452	10
3325 Wyoming Ward 3 Pct 25	592	389	4
3326 Wyoming Ward 3 Pct 26	365	276	4
3327 Wyoming Ward 3 Pct 27	384	238	4
3328 Wyoming Ward 3 Pct 28	576	477	7
3329 Wyoming Ward 3 Pct 29	581	297	4
3330 Wyoming Ward 3 Pct 30	745	369	4