

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 21, 2011 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Mark Milkamp, Open Hearts Community Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of November 7, 2011, committee of the whole, special meeting and work session of November 14, 2011.
- 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
 1. 11-09: Acceptance of Highway Easement at 3566 Michael Avenue (Wyoming Realty, LLC)
- 13) Budget Amendments**
- 14) Consent Agenda**
 - a) To Set a Public Hearing for the Approval of an Industrial Facilities Exemption Certificate in the City of Wyoming for Gordon Food Service, Inc. (12/5/2011 at 7:01 p.m.)
 - b) To Set a Public Hearing for the Approval of an Industrial Facilities Exemption Certificate in the City of Wyoming for Detail Technologies, LLC (12/5/2011 at 7:02 p.m.)
 - c) To Set a Public Hearing to Establish an Industrial Development District for Fisk Precision Technologies, LLC (12/5/11 at 7:03 p.m.)
 - d) Approving the Application of Lee Steel Corporation for an Industrial Facilities Exemption Certificate in the City of Wyoming for a New Facility and Authorizing the Mayor and City Clerk to sign the IFT Agreement
- 15) Resolutions**
 - e) To Adopt the Ferrand Park Master Plan as Part of the Five-Year Community Recreation Plan of the City of Wyoming
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - f) To Authorize Final Payment for the Pinery North Parking Lot and Bike Path Resurfacing Project and to Approve the Related Budget Amendment No. 22

- g) To Authorize the Reinstatement of an Interlocal Agreement to Operate and Maintain Kent Trails
- h) To Authorize a Contract with Life Therapeutic Solutions, Inc., and to Authorize the Mayor and City Clerk to Execute the Agreement
- i) To Authorize the Mayor and City Clerk to Enter into an Agreement with the County of Kent to Perform Sub-Recipient Monitoring Services on behalf of the City of Wyoming
- j) To Authorize the Mayor and City Clerk to Enter into an Agreement with the City of Kentwood for Code Inspection Services
- k) To Authorize the Purchase of a Vehicle
- l) To Authorize the Purchase of a Vacuum Truck and Buy-Back of an Existing Truck
- m) For Award of Bids
 - 1. Road Gravel
 - 2. Blast Furnace Slag
 - 3. Winter Mix Bituminous Asphalt
 - 4. Gate Valves

17) Ordinances

13-11: To Amend Sections 6-1, 6-51, 6-52, 6-53, 6-57, 6-58 and to Repeal Section 6-60 of the Code of the City of Wyoming (Animals and Dogs) FINAL READING

14-11: To Amend Section 2-198 of the Code of the City of Wyoming (Planning Commission) FINAL READING

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

November 21, 2011

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 11-09:

Subject: Acceptance of a Highway Easement at 3566 Michael Avenue
(Wyoming Realty, LLC)

Councilmembers:

Wyoming Realty, LLC, owner of the Ameritech building located at 3566 Michael Avenue has submitted the following described Highway Easement. The easement conveys land to the City of Wyoming to locate a new traffic signal pole on the northeast quadrant of the 36th Street and Michael Avenue intersection as part of a signal upgrade project.

| | |
|--------------------|---------------------|
| Grantor: | Wyoming Realty, LLC |
| Parent Parcels: | 41-17-14-453-039 |
| Right of Way Size: | see attachment |
| Consideration: | \$750.00 |

It is recommended that the City Council accept the attached Highway Easement which has been approved as to form by the City Attorney.

Respectfully submitted,

Curtis L. Holt
City Manager

Attachments: Highway Easement

CITY OF WYOMING
HIGHWAY EASEMENT

The Grantor, Wyoming Realty, LLC, a Michigan limited liability company, formerly known as Wyoming Realty Investors Limited Partnership, whose address is 555 West Crosstown Parkway, Suite 202, Kalamazoo, Michigan 49008

DOES HEREBY GRANT AND CONVEY TO:

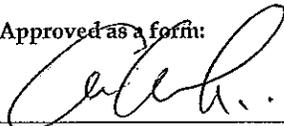
CITY OF WYOMING, a Michigan Municipal Corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509, an easement and right of way for Highway and Utility purposes, in, over, and upon property located in the City of Wyoming, County of Kent, State of Michigan, described as follows:

See Exhibit "A" attached hereto for Legal Description

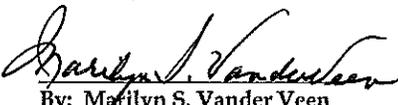
For the full consideration of Seven Hundred Fifty Dollars and No Cents (\$750.00)

Grantor shall not construct any buildings or permanent structures upon said easement.

DATED: October 11, 2011

Approved as a form:


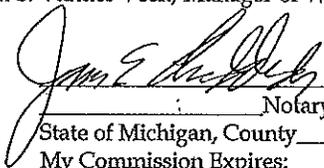
Attorney for the City of Wyoming
Arthur P. Winter, Assist. Wyom. City Atty

GRANTOR:


By: Marilyn S. Vander Veen
Its: Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF Kalamazoo)

The foregoing instrument was acknowledged before me in Kalamazoo County, Michigan on this 11th day of October 2011, by Marilyn S. Vander Veen, Manager of Wyoming Realty, LLC, a Michigan limited liability company.



Notary Public
State of Michigan, County _____
My Commission Expires: _____
Acting in the County of _____

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

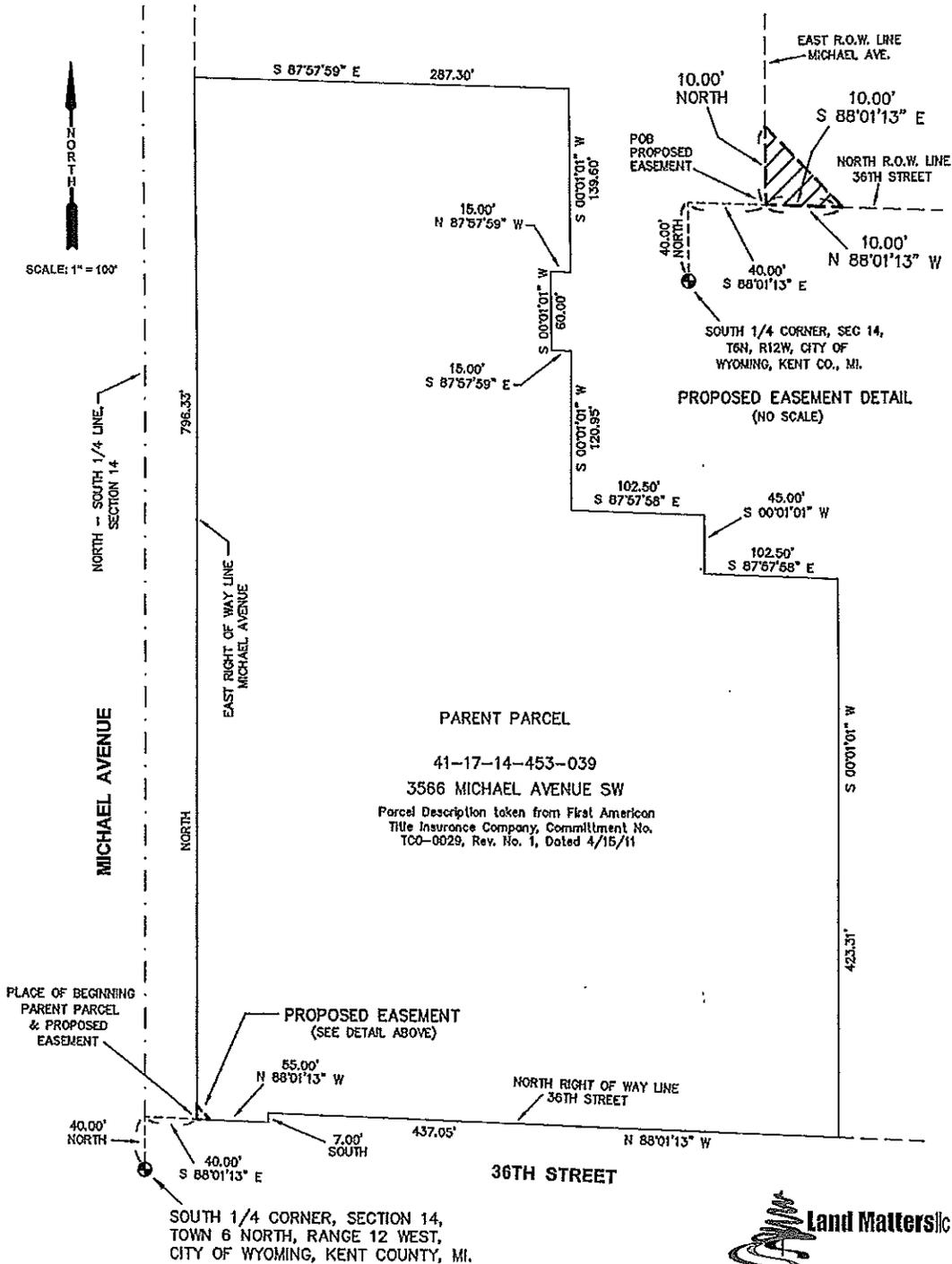
JAMES E. CHADDERDON
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires Dec. 11, 2012
Acting in the County of Kalamazoo

Exhibit A
City of Wyoming Highway Easement

Easement Description:

That part of the Southeast 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, County of Kent, State of Michigan described as follows: Commencing at the South 1/4 corner of said section; thence North 40 feet along the North and South 1/4 line of said section; thence South 88 degrees 01 minutes 13 seconds East 40 feet to the Point of Beginning; thence North 10 feet, along the East right-of-way line of Michael Avenue; thence Southeasterly to a point on the North right-of-way line of 36th Street which is South 88 degrees 01 minutes 13 seconds East 10 feet from the Point of Beginning; thence North 88 degrees 01 minutes 13 seconds West 10 feet to the Point of Beginning.

Easement Sketch:



RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE IN THE CITY OF WYOMING FOR GORDON FOOD SERVICE, INC.

WHEREAS:

1. The City established Industrial Development District Number 286, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 23810 on March 7, 2011.
2. Gordon Food Service, Inc. has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 286, with an estimated cost of \$7,600,000.00 for personal property and \$51,600,000.00 for real property to be located at 1300 Gezon Parkway SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Gordon Food Service, Inc., for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on December 5, 2011, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

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:

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS: Memo

Resolution No. _____

MEMORANDUM

To: Wyoming City Council
Curtis L. Holt, City Manager

From: Barbara VanDuren, Deputy City Manager

Date: November 8, 2011

Subject: Gordon Food Service

The City has received a letter from Gordon Food Service (GFS) requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application for the project, which is summarized below:

Address of project: 1300 Gezon Parkway SW
Wyoming, MI 49509

Personal Property: \$51,600,000.00
Real Property: \$ 7,600,000.00

Estimated Jobs: 150 new jobs
55 retained jobs

Starting date of the project: March 2011

GFS is North America’s largest family-owned food service distributor and is one of the largest privately held companies in the United States. GFS was established in 1897 and has been based in the City of Wyoming for 48 years. This project will involve the consolidation of approximately 150 office-related positions that are currently located in various facilities in Canada. Combined, the new buildings proposed in this project will have approximately 350,000 square feet with the ability to accommodate 1,800 employees.

Staff is recommending a twelve year IFT be granted to Gordon Food Service, based on the City of Wyoming’s Economic Development Policy. The calculation of the years of the IFT is summarized as follows:

| Scoring Factors | Points |
|------------------------|---------------|
| Firm Commitment | 296.73 |
| Quantity of Jobs | 75.00 |
| Retention of Jobs | 13.75 |
| Quality of Jobs | 3.95 |
| Citizenship | 7.15 |
| Diversification | 0.00 |
| Business Life | 12.00 |
| Redevelopment | 0.00 |
| Total points | <u>408.58</u> |

The estimated first year tax savings for Gordon Food Service, which is located in the Wyoming Public School District, is \$935,895.76.

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE IN THE
CITY OF WYOMING FOR DETAIL TECHNOLOGIES, LLC

WHEREAS:

1. The City established Industrial Development District Number 253, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 19774 on August 7, 2000.
2. Detail Technologies LLC has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 253, with an estimated cost of \$2,076,000.00 for personal property and \$25,000.00 for real property to be located at 5900 Cross Roads Commerce Parkway SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Detail Technologies LLC, for an Industrial Facilities Exemption Certificate shall be held at 7:02 p.m. on December 5, 2011, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

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:

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Staff Memo

Resolution No. _____

MEMORANDUM

To: Wyoming City Council
Curtis L. Holt, City Manager

From: Barbara VanDuren, Deputy City Manager

Date: November 16, 2011

Subject: Detail Technologies, LLC

The City has received a letter from Detail Technologies, LLC, requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application for the project, which is summarized below:

Address of project: 5900 Cross Roads Commerce Pkwy SW
Wyoming, MI 49519

Personal Property: \$2,076,000.00
Real Property: \$ 25,000.00

Estimated Jobs: 3 new jobs
41 jobs retained

Starting date of the project: November 2011

Detail Technologies, LLC has been operating in the City of Wyoming for ten years and specializes in close tolerance machining for the aerospace, medical office furniture and automotive industries. Detail Technologies supplies these industries with various products and services, including plastic injection molds, fixtures, CNC machining, prototyping and reverse engineering. This planned expansion will allow the company to maintain current employment levels, add 3 new employees and increase production capacity.

Staff is recommending a twelve year IFT be granted to Detail Technologies based on the City of Wyoming's Economic Development Policy. The calculation of the years of the IFT is summarized as follows:

| Scoring Factors | Points |
|------------------------|---------------|
| Firm Commitment | 22.627 |
| Quantity of Jobs | 1.500 |
| Retention of Jobs | 10.250 |
| Quality of Jobs | 7.003 |
| Citizenship | 8.580 |
| Diversification | 0.000 |
| Business Life | 2.750 |
| Redevelopment | 0.000 |
| Total points | <u>52.71</u> |

The estimated first year tax savings for Detail Technologies, which is located in the Wyoming Public School District, is \$33,214.81.

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO ESTABLISH AN INDUSTRIAL
DEVELOPMENT DISTRICT FOR FISK PRECISION TECHNOLOGIES, LLC

WHEREAS:

1. Pursuant to PA 198 of 1974, as amended, provides for the establishment of Industrial Development Districts within the City of Wyoming and also provides, within such districts, an exemption for certain taxes as an incentive to industries to renovate and expand aging facilities.
2. Fisk Precision Technologies LLC has requested the establishment of an Industrial Development District on its property located at 3403 Lousma Drive SE, Wyoming, Michigan, 49548.
3. Prior to establishing such districts, it is necessary to first hold a public hearing at which the owners of affected property and any other resident or taxpayer of the City can be given an opportunity to comment on the establishment of an Industrial Development District.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council shall hold a public hearing on December 5, 2011 at 7:03 p.m., at Wyoming City Hall, 1155 28th Street SW, Wyoming, MI 49509, at which the owners of property located within the proposed Industrial Development District and other residents or taxpayers of the City shall be given an opportunity to comment on the establishment of the proposed districts to be comprised of the property described on the attached Exhibit A, which is incorporated by reference, and commonly known as 3403 Lousma Drive SE, Wyoming, Michigan, 49548.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

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:

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Exhibit A

Resolution No. _____

EXHIBIT A

Legal Description

Address: 3403 Lousma Drive SE, Wyoming, MI 49548

Tax Parcel No.: 41-18-18-326-034

Legal Description:

Lot 116. Kent Industrial Center #3

RESOLUTION NO. _____

RESOLUTION APPROVING THE APPLICATION OF LEE STEEL CORPORATION
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR A NEW FACILITY AND
AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS:

1. Pursuant to PA 198 of 1974, as amended, after a duly noticed public hearing held on October 18, 1999, this City Council by Resolution Number 19327, established Industrial Development District 241.
2. Lee Steel Corporation has filed an application for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed within Industrial Development District 241, with an estimated cost of \$4,550,000.00 for personal property and \$1,535,000.00 for real property.
3. Before acting on said application, the City Council held a public hearing on September 19, 2011, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:02 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were given written notice and afforded an opportunity to be heard on said application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before August 15, 2011, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under PA 198 of 1974, as amended, and PA 225 of 1978, as amended, shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Lee Steel Corporation for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 241, to wit:

Address: 5875 Weller Court SW, Wyoming, MI 49509

Parcel No.: 41-17-35-300-032

Legal Description:

PART OF SW 1/4 COM AT SW COR OF SEC TH N 1D 27M 58S W ALONG W SEC LINE 662.18 FT TO BEG OF THIS DESC - TH N 1D 27M 58S W ALONG W SEC LINE 413.0 FT TH N 88D 32M 02S E 611.21 FT TO W LINE OF WELLER CT /66 FT WIDE/ TO W LINE OF WELLER CT /66 FT WIDE/ TH S 1D 26M 30S E ALONG W LINE OF SD CT 52.15 FT TH SWLY 35.79 FT ALONG A 50.0 FT RAD CURVE TO RT /LONG CHORD BEARS S 19D 03M 56S W 35.03 FT/ TH SLY 137.20 FT ALONG A 60.0 FT RAD CURVE TO LT /LONG CHORD BEARS S 25D 56M 04S E 109.20 FT/ TH S 1D 26M 30S E 250.0 FT TO S LINE OF N 3/4 W 1/2 SW 1/4 TH N 89D 34M 03S W ALONG SD S LINE 644.37 FT TO BEG EX THAT PART LYING W OF E LINE OF BURLINGAME AVE/ * SEC 35 T6N R12W 5.70 A.

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall be and remain in force for a period of twelve (12) years.
4. The Mayor and City Clerk are authorized to sign the IFT agreement with Lee Steel Corporation.

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:

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Resolution No. _____

RESOLUTION NO. _____

A RESOLUTION TO ADOPT THE FERRAND PARK MASTER PLAN AS PART OF THE
FIVE YEAR COMMUNITY RECREATION PLAN OF THE CITY OF WYOMING

WHEREAS:

1. It is deemed in the best interest of the citizens of Wyoming to have a development plan for the purposes of constructing and redeveloping Ferrand Park.
2. A public input process was implemented to ensure citizen input into the design and staff reviewed current and historical programmed uses of Ferrand Park to ensure the plans success.
3. The Parks and Recreation Commission reviewed and unanimously recommend's the adoption of the design.
4. By adopting the proposed Ferrand Park Master Plan and including the plan in the Five-Year Community Recreation Master Plan of the City of Wyoming grants for redevelopment and construction may be sought.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby adopts the attached Ferrand Park Master Plan as part of the Five Year Community Recreation Master Plan of the City of Wyoming.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: 11/21/2011.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Ferrand Park Master Plan



PEDESTRIAN CONNECTION TO NEIGHBORHOOD WITH STONE PILLARS

BENCH, TYP.

PEDESTRIAN CONNECTION TO NEIGHBORHOOD WITH STONE PILLARS

EVERGREEN BUFFER PLANTING (HEMLOCKS OR SIMILAR)

5' WIDE COLORED CONCRETE WALK

3 BAY SWING SET WITH (2) BELT SEATS (2) TOT SEATS AND (2) ADAPTIVE SEATS

NATURALIZING GROUND COVER COMPONENT PLAY STRUCTURE

EXISTING TREES, TYP.

EVERGREEN BUFFER PLANTING (HEMLOCKS OR SIMILAR)

DOUBLE SPRING RIDER

SPINNER

PROPERTY BOUNDARY

5' WIDE COLORED CONCRETE WALKS

BENCH, TYP.

IMPROVE EXISTING LAWN

PICNIC SHELTER

6' WIDE COLORED CONCRETE WALK MAX. SLOPE 5%

FRONT AREA REGRADED FOR BETTER UTILIZATION

EXISTING MAINTENANCE ACCESS

6' WIDE COLORED CONCRETE RAMP STEPS- "PERRONS". 4" STEPS- 20' RAMPS @4.75%

STONE PILLARS 14' O.C.

EXISTING TREE, TYP

BYRON CENTER AVE.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE FINAL PAYMENT FOR PINERY PARK NORTH
PARKING LOT AND BIKE PATH RESURFACING PROJECT AND TO APPROVE THE
RELATED BUDGET AMENDMENT

WHEREAS:

1. On August 15, 2011, the City awarded the Pinery Park North Parking Lot and Bike Path Resurfacing project to Michigan Paving and Materials, Co. in the amount of \$154,843.42, and
2. During construction of the project it was determined that the subsurface soils in the parking lot area were not stable, requiring an increase in quantities of base, paving materials, and other related items to finish the project and to ensure its long term success.
3. The additional cost for final quantities has increased the contract amount by \$42,170.28.
4. Funding for this additional cost can be financed by transferring funds from the parks and recreation department's reserved fund balance via budget amendment, specifically increasing the account number 208-752-75600-975.113 by \$17,800.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the final payment for the Pinery Park North Parking Lot and Bike Path Resurfacing Project in the amount of \$42,170.28 and approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Agreement

CITY OF WYOMING

1155 28TH STREET S. W.
WYOMING, MI 49509

AUTHORIZATION FOR PAYMENT FOR WORK COMPLETED ON THE FOLLOWING CONTRACT

PINERY PARK BIKE PATH & NORTH PARKING LOTS RESURFACING

| | | | | |
|---------------|--------------|--------------------|--------------|--|
| | 143.11 | Estimate # 2 FINAL | | |
| IDR START | 5 | | | |
| IDR END | 10 | | | |
| ACCOUNT NO. | REQUISITION | THIS ESTIMATE | TOTAL | |
| 2012-00000330 | \$154,843.42 | \$42,170.28 | \$197,013.70 | |
| | <hr/> | <hr/> | <hr/> | |
| | \$154,843.42 | \$42,170.28 | \$197,013.70 | |

CONTRACTOR: MI PAVING & MATERIALS CO
2575 S HAGGERTY RD
CANTON, MI 48188

| | | | |
|-------------------|---------------|-----------------|--------------|
| PO# | 2012-00000330 | CONTRACT PRICE: | \$154,843.42 |
| Change Order No 1 | 0 | | \$0.00 |
| | | | \$154,843.42 |

DATE OF LAST ESTIMATE: 10/4/2011

DATE OF THIS ESTIMATE: 11/7/2011

| | |
|--|--------------|
| TOTAL AMOUNT EARNED AS SHOWN ON ESTIMATE 2 | \$197,013.70 |
| LESS PREVIOUS ESTIMATES | \$154,843.42 |
| AMOUNT DUE CONTRACTOR | \$42,170.28 |

PREPARED BY:



11.7.11

REVIEWED BY: _____

AUTHORIZED BY: _____

RESOLUTION NO. _____

TO AUTHORIZE THE REINSTATEMENT OF AN INTERLOCAL AGREEMENT TO
OPERATE AND MAINTAIN KENT TRAILS

WHEREAS:

1. The City of Wyoming has maintained a collaborative agreement with multiple jurisdictions to maintain and operate the Kent Trails since 1991.
2. The current agreement expires in 2011.
3. Any funding required of the agreement shall be authorized through the City of Wyoming annual budgeting process, historically assigned to both the Public Works Department as well as the Parks and Recreation Department.
4. It is deemed in the best interest of the community to continue its participation in the interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to enter into an agreement authorizing the reinstatement of the Interlocal agreement to operate and maintain Kent Trails.

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: 11/21/2011.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Agreement

**RESTATEMENT OF INTERLOCAL AGREEMENT
TO OPERATE AND MAINTAIN
KENT TRAILS**

This is a restatement of an Interlocal Agreement (the "Agreement") entered into in 1991, by and among the cities of Grand Rapids, Grandville, Walker, and Wyoming, Byron Township, and the Kent County Road Commission ("KCRC"). This Restatement is entered into as of the ____ day of _____, 2011, with the County of Kent through its Parks Department ("KCPD") replacing for all purposes the Kent County Road Commission and the Kent County Road Commission being released and removed from the Agreement for all purposes other than its independent statutory obligations regarding road surfaces and maintenance.

WHEREAS, the cities of Grand Rapids, Grandville, Walker, and Wyoming, and Byron Township, and the Kent County Road Commission entered into an Interlocal Governmental Agreement in 1991 pursuant to which a non-motorized trail was constructed and operated within Kent County and is known as "Kent Trails"; and

WHEREAS, the parties wish to update and restate their agreement;

IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I
PURPOSE AND STATUTORY AUTHORITY**

The purpose of this Agreement is to establish certain interconnected non-motorized trail segments known collectively as "Kent Trails" (the "Trail") pursuant to the Intergovernmental Contracts Act, MCL 124.1 et. seq. and the Recreation and Playgrounds Act, MCL 123.51 et. seq. and to allocate among the parties to the Agreement responsibility for the administration, maintenance, operation, costs and liability connected with the Trail.

**ARTICLE II
PARTIES**

The parties to this Agreement shall be the cities of Grand Rapids, Grandville, Walker, and Wyoming, Byron Township (together the "participating municipalities"), and the County of Kent.

**ARTICLE III
EFFECTIVE DATE AND TERM**

This Agreement shall become effective immediately upon the approval of the legislative bodies of all of the participating municipalities to the Agreement and upon approval of the County and upon the execution of this Agreement by the authorized representatives of each party. The Agreement shall remain in effect for a period of twenty

(20) years from the effective date. The Agreement may be extended upon the mutual written agreement of the parties.

ARTICLE IV
DESCRIPTION OF RIGHT OF WAY AND RESERVATION OF RIGHTS

The Trail shall be situated in Kent County beginning in the southern portion of the County at 84th Street and continuing to its terminus in the City of Grand Rapids. See attached Exhibit A. Portions of the Trail shall be situated on abandoned railroad right of way and other easements with the remaining portions situated on city street right of ways.

The KCPD presently owns three miles of the abandoned railroad right of way in fee title. The KCPD agrees to permit those portions of the right of way reasonably necessary for the operation of the Trail to be used for that purpose during the term of this Agreement. The portion of the Trail owned by KCPD is generally described as the Penn Central right of way and is shown on the attached Exhibits B-2 and B-3.

The Trail as situated in Byron Township is shown on the attached Exhibits A, and B-1 through B-4. It is intended by the parties that the Trail shall be situated on property generally described as beginning at the Douglas Walker Park, along 84th Street to the Penn Central right of way, along the Penn Central right of way north (Exhibits B-2 and B-3), through the City of Wyoming's easement (Exhibit B-4), to the border of the City of Wyoming. Byron Township does not hold fee title to any portion of the railroad right of way within the Township. With respect to the portion of the Trail situated on county road right of way, KCPD and Byron Township agree that the use of such right of way for Trail purposes shall be maintained for the term of this Agreement.

Within the City of Wyoming, the Trail shall be situated as shown in the attached Exhibits A, and C-1 through C-6. Leases, easements and parcels owned by the City of Wyoming are detailed in Exhibits B-4 and C-7 through C-11. The Trail shall be situated on the property generally described as entering the City of Wyoming on the Penn Central right of way at the equivalent of 60th Street (Exhibit C-1), continuing north on the right of way (Exhibit C-2) and entering Grandville at the Consumers Power easement (primary route shown on attached Exhibit C-2) or at 44th Street (alternate route shown if primary route not available), reentering the City of Wyoming from Pine Creek Avenue to the railroad right of way (Exhibit C-3), north to Prairie Street (Exhibit C-4), then west on Prairie and entering the City of Grandville (Exhibit C-5), re-entering Wyoming along Indian Mounds Drive easterly to the railroad bridge crossing the Grand River into the City of Grand Rapids (Exhibit C-6). The City of Wyoming presently owns several segments of former railroad right of way in fee title (Exhibits C-7, C-8, C-9 and C-10). The City of Wyoming holds title to property located in the City of Grandville, the sewage treatment plant (Exhibit C-6), and property partially located in the City of Grand Rapids, the railroad bridge (Exhibit C-11), on which the Trail shall be situated. The City of Wyoming also holds an easement in Byron Township (Exhibit B-4) on which the Trail shall be situated. For those parcels owned outright and on which the Trail is situated, the City of Wyoming agrees to permit those portions of the right of way reasonably necessary for the operation of the Trail to be used for that purpose during the term of this

Agreement. For those parcels sold prior to the date of this Agreement on which the Trail is situated and for which the City of Wyoming holds an easement (Exhibit B-4), the City of Wyoming agrees to permit those portions of its interest reasonably necessary for the operation of the Trail to be used for that purpose during the term of this Agreement. With respect to the portions located on city street right of way, the City of Wyoming agrees that use for Trail purposes shall be maintained for the term of this Agreement. The City of Wyoming further agrees that it shall not sell or otherwise encumber the parcels owned by it and shown on the attached Exhibits B-4 and C-7 through C-11 unless it reserves or receives an easement from the grantee dedicating a portion of the property to Trail use.

Within the City of Grandville, the Trail shall be situated as shown in the attached Exhibits A, D-1, D-2, D-3 and D-4. The Trail shall be situated on the property generally described as entering Grandville at the Consumers Power easement (primary route shown on D-1) or at 44th Street (alternate route if primary route is not available) to Spartan Industrial Drive, to Pine Creek Avenue (Exhibit D-2), then entering the City of Wyoming, reentering the City of Grandville on Prairie Street, then west to Ivanrest Avenue (Exhibit D-3), northward to the City of Wyoming sewage treatment facility, then easterly on Indian Mounds Drive into the City of Wyoming (Exhibit D-4). Grandville does not hold title to any portion of the abandoned railroad right of way located within its city limits. With respect to the portion of the Trail situated on city street right of way, Grandville agrees that such use shall be maintained for the term of this Agreement.

Within the City of Walker, the Trail shall be situated as shown in the attached Exhibits A, E-1 and E-2. The Trail shall be situated on property generally described as beginning at Johnson Park, easterly on Veterans Memorial Drive to the City of Grand Rapids. None of the abandoned railroad right of way is located within the Walker city limits. With respect to the portion of the Trail situated on city street right of way, Walker agrees that such use shall be maintained for the term of this Agreement.

Within the City of Grand Rapids, the Trail shall be situated as shown in the attached Exhibits A and F. The Trail shall be situated on property generally described as beginning at the railroad bridge crossing the Grand River, then easterly along the river to the highway crossing, then continuing east to the Trail's north trailhead, then under the highway to existing trails owned by the City of Grand Rapids. The City of Grand Rapids presently owns railroad right of way in fee title that will comprise a portion of the Trail. For those parcels owned outright, the City of Grand Rapids agrees to permit those portions of the right of way reasonably necessary for the operation of the Trail to be used for that purpose during the term of this Agreement. With respect to portions located on city street right of way, the City of Grand Rapids agrees that use for Trail purposes shall be maintained for the term of the Agreement. The City of Grand Rapids further agrees that it shall not sell or otherwise encumber the parcels shown on the attached Exhibit F unless it reserves or receives an easement from the grantee dedicating a portion of the property to Trail use.

The parties mutually consent that the right of ways described in this Article shall be used as a non-motorized recreational trail for the term of this Agreement.

ARTICLE V
LIMITATION ON USE

For those portions of the Trail not contiguous to road surfaces utilized by motor vehicles, the Trail's use shall be limited to non-motorized recreational uses. The use of any motorized vehicles of any kind on the limited use portions of the Trail shall be prohibited for the life of this Agreement, except as allowed by law. The use of the Trail situated on railroad right of ways and other easements or right of ways not situated on city street or county road right of ways shall be subject to the Kent County Park Rules, as may be adopted from time to time pursuant to the Kent County Parks Ordinance.

ARTICLE VI
ADMINISTRATION, OPERATION AND MAINTENANCE

The KCPD shall be responsible for the day to day administration, operation and maintenance of the Trail as follows:

1. City street and County Road Right of Ways. For all parcels that lie on city street and county road right of ways as listed on the attached Exhibit G, the KCRC, with respect to county road right of ways, or the participating municipality in which the Trail is located shall be solely responsible for the administration, operation and maintenance of the right of way as part of its city street or county road system. The parties intend that those portions of the Trail located on city street or county road right of ways shall be maintained in a condition passable for its intended use by non-motorized vehicles.

2. Railroad and Other Right of Ways. Each of the participating municipalities shall retain and continue its obligations for the operation and maintenance of the railroad right of way and other easements or right of ways not situated on city street right of ways in its jurisdiction which are not utilized as Trail surface. Notwithstanding the foregoing, KCPD shall be responsible for clean-up of litter resulting from Trail use on non-city street right of ways. The KCPD shall administer, operate and maintain the portion of the surface of the non-city street right of ways or easements utilized as the Trail in a good state of maintenance and repair, including the trimming and cutting of trees and shrubs which physically intrude on or interfere with the use of the Trail.

3. Grand Rapids Water Pipeline Easement. In the event that the City of Grand Rapids engages in repair or other activities on the water pipeline easement after the opening of the Trail for public use, the City of Grand Rapids shall be responsible for asphalt and turf repair required by its activities.

4. Trail Rules. The Kent County Park Rules as may be adopted from time to time pursuant the Kent County Parks Ordinance including but not limited to the Rules regarding hours of operation, use of alcohol, and leasing of the facilities, shall apply to those portions of the Trail not situated on city, street or county road right of ways.

ARTICLE VII
ALLOCATION OF COSTS

The annual administration, operating and maintenance costs of the Trail incurred by the Kent Count Parks Department shall be divided among the parties in the percentages set forth below. The KCPD shall invoice each participating municipality annually for the prior twelve month's actual expenses. An accounting of costs incurred by the KCPD shall be included with each invoice for payment. The participating municipalities shall pay the invoiced amounts within thirty (30) days of the receipt of the invoice.

The invoice shall contain two components. The first component will be the administration, operating and maintenance costs of the Trail including, but not limited to, the costs incurred for mowing, grading, repairing (other than paving), improving, signage, painting, insurance, and administrative and legal fees. No improvement project in excess of \$5,000 shall be undertaken in any annual period without the approval of parties representing a majority of the allocated costs of administration, operation and maintenance of the Trail.

The second component will be a charge for reconstruction or major repair to the Trail. The charge will represent each party's contribution to a reconstruction and major repair fund. The combined contribution rate for all parties shall total \$20,000 per year for the first ten years of this agreement and \$25,000 for the final ten years. The total annual contribution shall be divided among the parties in the percentages set forth below and as shown in Exhibit G. The County of Kent shall manage the reconstruction and major repair fund, with earnings attributable to the fund balance being returned to the fund in addition to the County's annual contribution as described above. In the event that the actual cost of reconstruction and major repair exceeds the amount in the fund, municipalities shall be invoiced for those costs in excess of the fund balance, based upon the allocation method provided in this Article. In the event that this Agreement terminates, the balance, if any, in the reconstruction and major repair fund will be distributed to the parties in accordance with the expense allocation ratio of the parties, prorated to reflect each party's number of years of participation in the fund.

The annual administration, operation and maintenance costs of the Trail, including the cost of liability insurance as provided in Article VIII, and the reconstruction fund contribution shall be allocated among the parties as follows:

| | |
|----------------------|-------|
| County of Kent | 50.0% |
| City of Grand Rapids | 13.5% |
| City of Grandville | 7.1% |
| City of Walker | 4.0% |
| City of Wyoming | 17.6% |
| Byron Township | 7.8% |

The estimated annual cost to administer, operate, maintain and insure the trail (“annual operations”) are as follows:

ANNUAL OPERATIONS

Labor, Materials, Equipment, Insurance \$20,000.00

Based on the estimated annual costs of administering, operating, maintaining and insuring the trail, and the defined contribution rates toward the reconstruction and major repair fund as set forth in Exhibit H, the estimated annual costs to each party are as follows:

| <u>Years 2011 to 2020</u> | <u>Annual Operations</u> | <u>Reconstruction</u> | <u>Total</u> |
|---------------------------|--------------------------|-----------------------|-----------------|
| Kent County | \$10,000 | \$10,000 | \$20,000 |
| Grand Rapids | 2,700 | 2,700 | 5,400 |
| Grandville | 1,420 | 1,420 | 2,840 |
| Walker | 800 | 800 | 1,600 |
| Wyoming | 3,520 | 3,520 | 7,040 |
| Byron Township | 1,560 | 1,560 | 3,120 |
| TOTAL | \$20,000 | \$20,000 | \$40,000 |

| <u>Years 2011 to 2020</u> | <u>Annual Operations</u> | <u>Reconstruction</u> | <u>Total</u> |
|---------------------------|--------------------------|-----------------------|-----------------|
| Kent County | \$10,000 | \$12,500 | \$22,500 |
| Grand Rapids | 2,700 | 3,375 | 6,075 |
| Grandville | 1,420 | 1,775 | 3,195 |
| Walker | 800 | 1,000 | 1,800 |
| Wyoming | 3,520 | 4,400 | 7,920 |
| Byron Township | 1,560 | 1,950 | 3,510 |
| TOTAL | \$20,000 | \$25,000 | \$45,000 |

Each partner will be invoiced for the actual cost of annual operations.

ARTICLE VIII
INSURANCE

KCPD shall insure the liability for the operation and maintenance of those portions of the Trail not situated on city or county street right of ways. The insurance required under this provision may be obtained by KCPD through Kent County's self-insurance or through a commercially available insurance policy.

Each party to this Agreement, other than the KCPD, shall insure specifically its liability for the operation of the portions of the Trail on the city street right of ways in its municipality. Any party may meet its insurance requirement through the purchase of a policy of commercial insurance or it may self-insure through a duly adopted policy of self-insurance.

KCPD shall furnish to the other parties certificates of insurance showing the following insurance coverage to be in force throughout the term of this Agreement:

a. Worker's Compensation and Employer's Liability with minimum limits as follows:

| | |
|-------------------------|---|
| worker's compensation - | statutory |
| employer's liability - | \$100,000 each accident, \$100,000 each disease, \$500,000 policy limit |

b. Comprehensive General Liability Insurance coverage (ISO 1973 form with broad form endorsements or ISO 1986 form without restrictions) - occurrence form including coverage for bodily injury, property damage, personal injury liability coverage and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$2 million and \$10 million general aggregate.

c. Michigan "No Fault" Comprehensive Automobile and Truck Liability Insurance and Residual Automobile Liability, comprehensive form, covering owned, hired, and non-owned automobiles with the following minimum limits:

| | |
|-------------------|--|
| no-fault coverage | statutory |
| bodily injury | \$500,000 per person, \$1,000,000 per occurrence |
| property damage | \$500,000 per occurrence, or a combined single limit of \$1,000,000 per occurrence |

The public liability insurance policy shall include, by endorsement to the policy, a statement that a notice shall be given to all insured parties by certified mail thirty (30) days prior to cancellation or upon any material change in coverage. KCPD hereby agrees to maintain the above listed insurance policies during the term of this Agreement. The cost of the public liability insurance shall become a cost allocated among the parties pursuant to Article VII.

ARTICLE IX **INDEMNIFICATION**

Each of the parties to this Agreement shall indemnify and hold each other party, their agents and employees, harmless from any and all costs, expenses, claims, debts, causes of action or judgments, including reasonable attorneys' fees, as a result of any damage to any property and/or injury to any person arising from the administration, operation or maintenance of the Trail located on the city street right of ways under the jurisdiction of the indemnifying party. In addition, the KCPD shall indemnify and hold each participating municipality, their agents and employees, harmless from any and all costs, expenses, claims, debts, causes of action or judgments, including reasonable attorneys' fees, as a result of any damage to any property and/or injury to any person arising from the administration, operation or maintenance of the portion of the Trail by KCPD or on those portions of the Trail not located on city street right of ways. The foregoing indemnities shall not apply to any such damage or injury resulting from the fault of any other party or the party's agents or employees.

ARTICLE X
TRAIL ADVISORY BOARD

There is hereby created a Trail Advisory Board which shall consist of one representative from each of the parties to this Agreement. The terms and method of selection and appointment of the representatives shall be determined by the individual governmental authorities of the participating municipalities and the KCPD.

The purpose of the Trail Advisory Board shall be to advise the KCPD with regard to the use and operation of the Trail. The Trail Advisory Board shall meet as often as deemed necessary. The Trail Advisory Board shall have the status and authority accorded to an advisory body and shall act in an advisory capacity only.

ARTICLE XI
ADDITIONAL PARTICIPANTS

Additional municipalities may be admitted as parties to this Agreement upon their approval of this Agreement and upon the approval of the legislative bodies of each of the participating municipalities and the KCPD and upon the adoption by the parties of a revised allocation of costs schedule under Article VII.

ARTICLE XII
TERMINATION

This Agreement may be terminated by mutual consent of the parties responsible for not less than eighty percent (80%) of the allocated cost of administration, operation, and maintenance of the Trail.

ARTICLE XIII
MERGER AND AMENDMENT

This Agreement constitutes the complete expression of the Agreement between the parties and there are no other oral or written agreements or understandings between the parties concerning this Agreement. This Agreement may only be modified or amended by subsequent written agreement approved by the legislative body of each participating municipality and the County and executed by the appropriate representative(s) of each party.

ARTICLE XIV
SEVERABILITY

This Agreement shall be interpreted in a manner consistent with applicable law. If any portion is held to be illegal, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

WITNESS:

COUNTY OF KENT

By: _____

Its: _____

WITNESS:

CITY OF GRAND RAPIDS

By: _____

Its: _____

WITNESS:

CITY OF GRANDVILLE

By: _____

Its: _____

WITNESS:

CITY OF WALKER

By: _____

Its: _____

WITNESS:

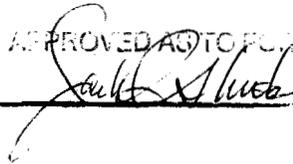
CITY OF WYOMING

By: _____

Its: Mayor , Jack A. Poll

By: _____

Its: Clerk , Heidi A. Isakson

APPROVED AS TO FORM


WITNESS:

BYRON TOWNSHIP

By: _____

Its: _____

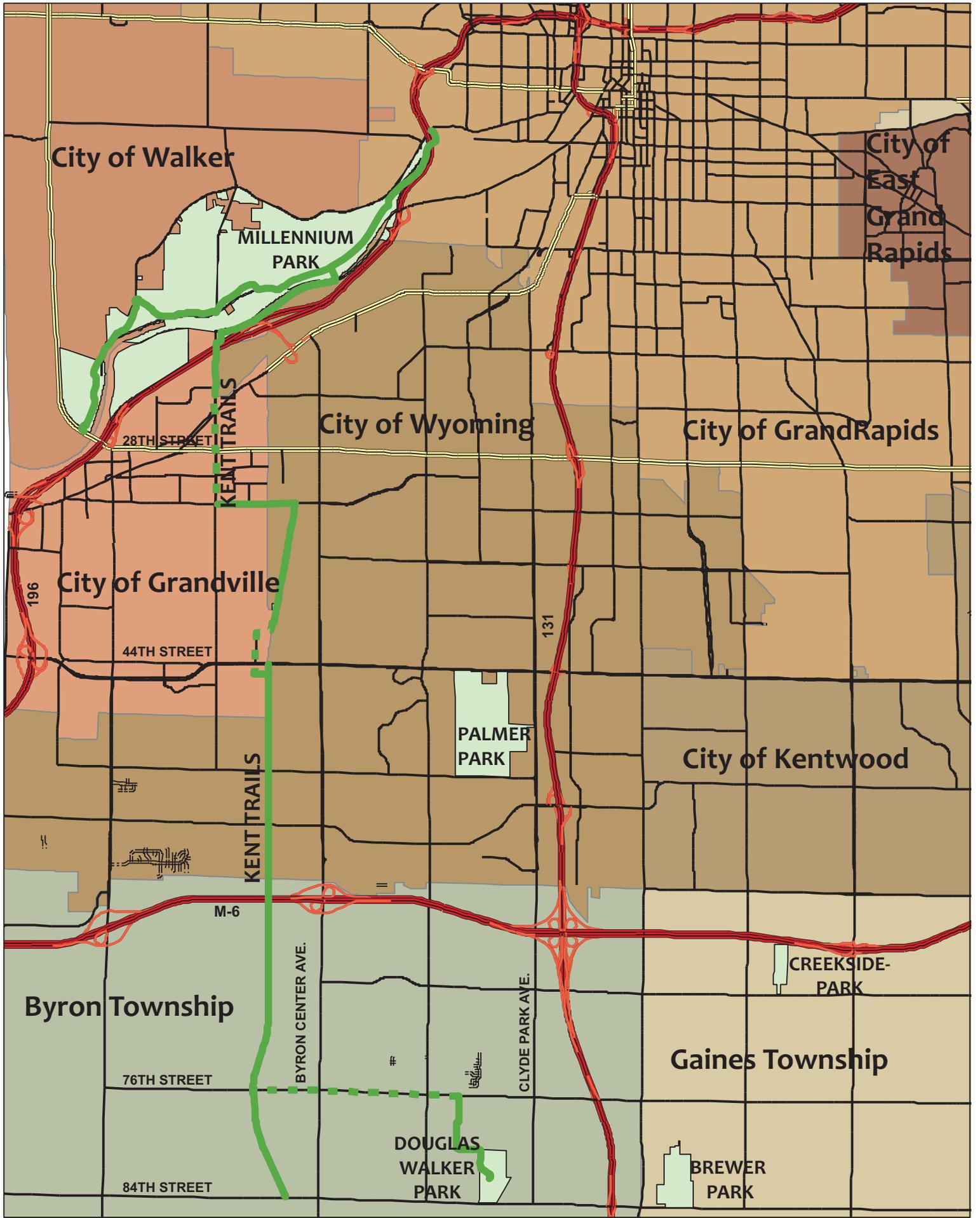
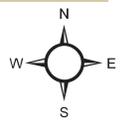


EXHIBIT A
Overall Trail Map



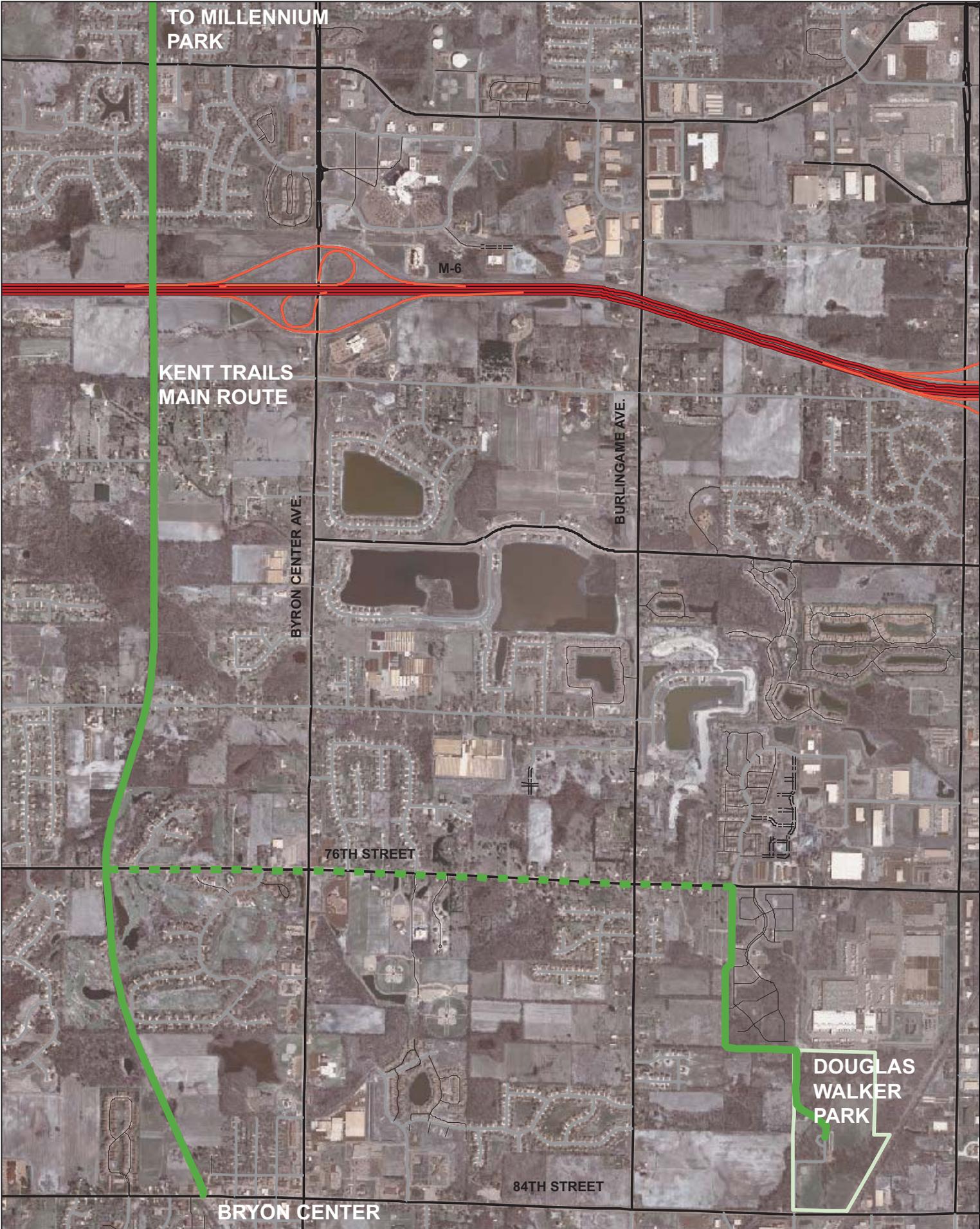
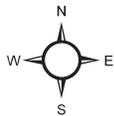


EXHIBIT B-1
Bryon Township Overview



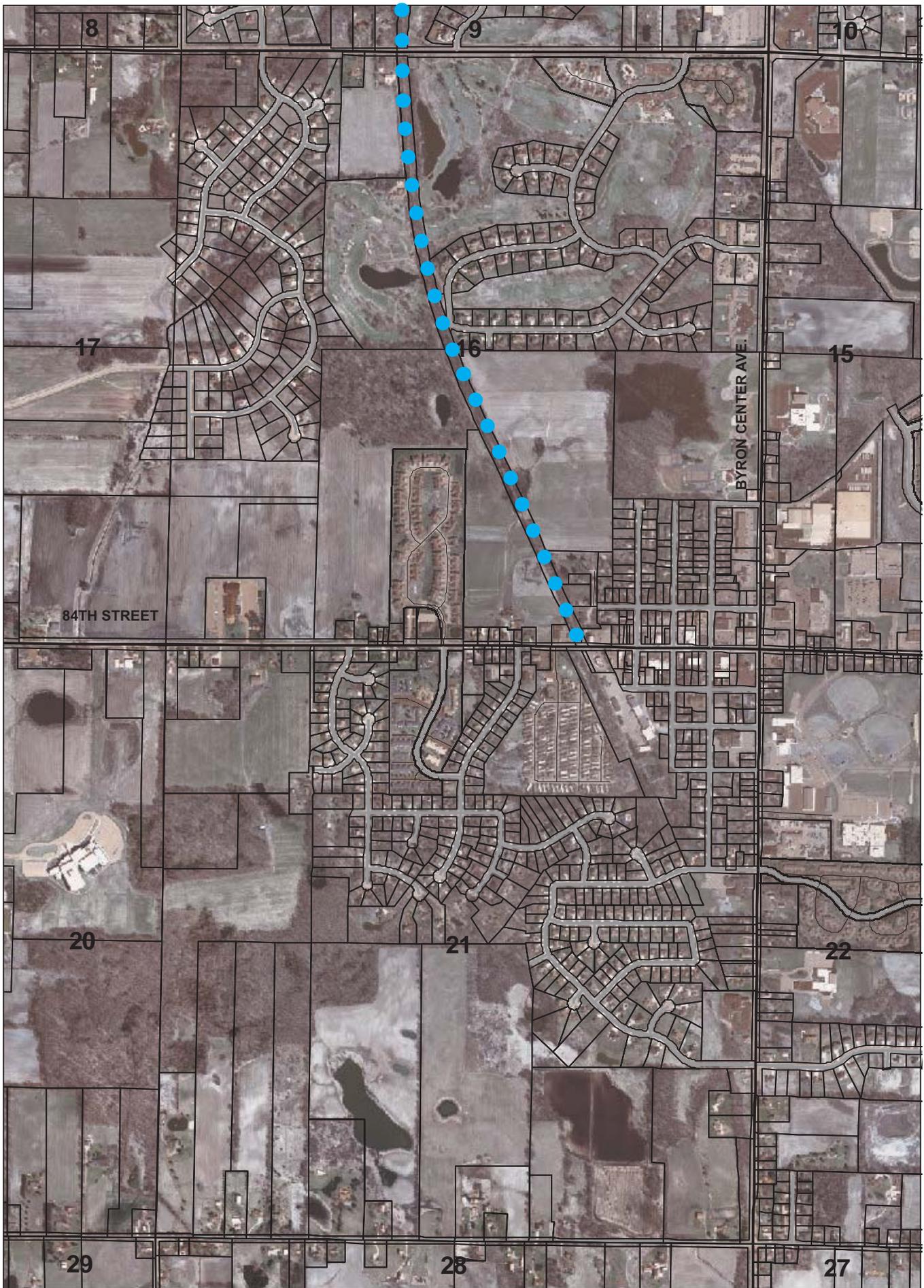
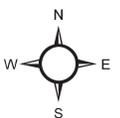


EXHIBIT B-2
SEC 16 & 21 T5N R12W
Byron Township: 84th St to 76th St



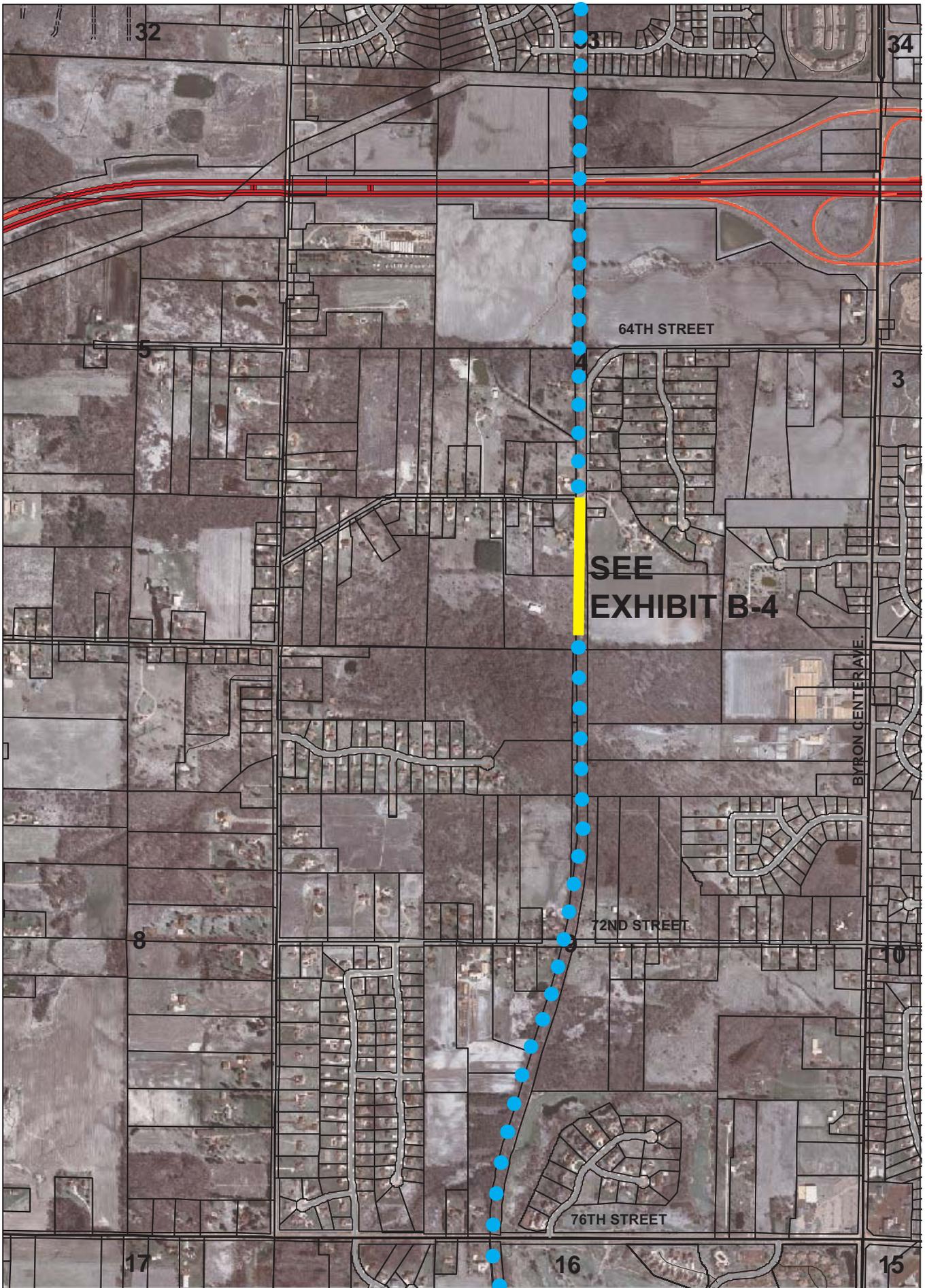
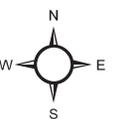


EXHIBIT B-3
SEC 4 & 9 T5N R12W
Byron Township: 76th St to Wyoming border



CITY OF WYOMING
LISTING INFORMATION

Listing 132 A

Legal Description: Parcels .41-21-04-300-021 (2898-64th St; 10 Acres)
 41-21-04-451-004 (2798-64th St; Former Railroad R.O.W.)
 41-21-04-451-003 (6791 Byron Center Ave; 19.24 Acres)
 41-21-09-200-001 (6801 Byron Center Ave; 18.5 Acres)

File No. CP B1-1, -2, -3

| | |
|-------------------------|----------------------------------|
| Size: <u>See Below</u> | Zoning: <u>Rural Residential</u> |
| Area: <u>51.2 Acres</u> | School Dist.: _____ |

| | Yes | No | Size | | Yes | No |
|-----------------|--------------------------|-------------------------------------|------|-----------------|-------------------------------------|-------------------------------------|
| Sanitary Sewer: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Street: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Lateral: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Bituminous: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Wye: | <input type="checkbox"/> | <input type="checkbox"/> | | Gravel: | <input type="checkbox"/> | <input type="checkbox"/> |
| Storm Sewer: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Curb: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Lateral: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Sidewalk: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Watermain: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Drive Approach: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Service: | <input type="checkbox"/> | <input type="checkbox"/> | | Gas: | <input type="checkbox"/> | <input type="checkbox"/> |

Parcel Obtained: For water supply site Fund: Water

Comments: One half mineral rights reserved by former owners of 18.5 acre portion. The City shall retain an easement for a Non Motorized Bike Path over the Railroad R.O.W. Property East of former Railroad is being leased for Farming. (Lease terminates on Dec 1, 1989.)

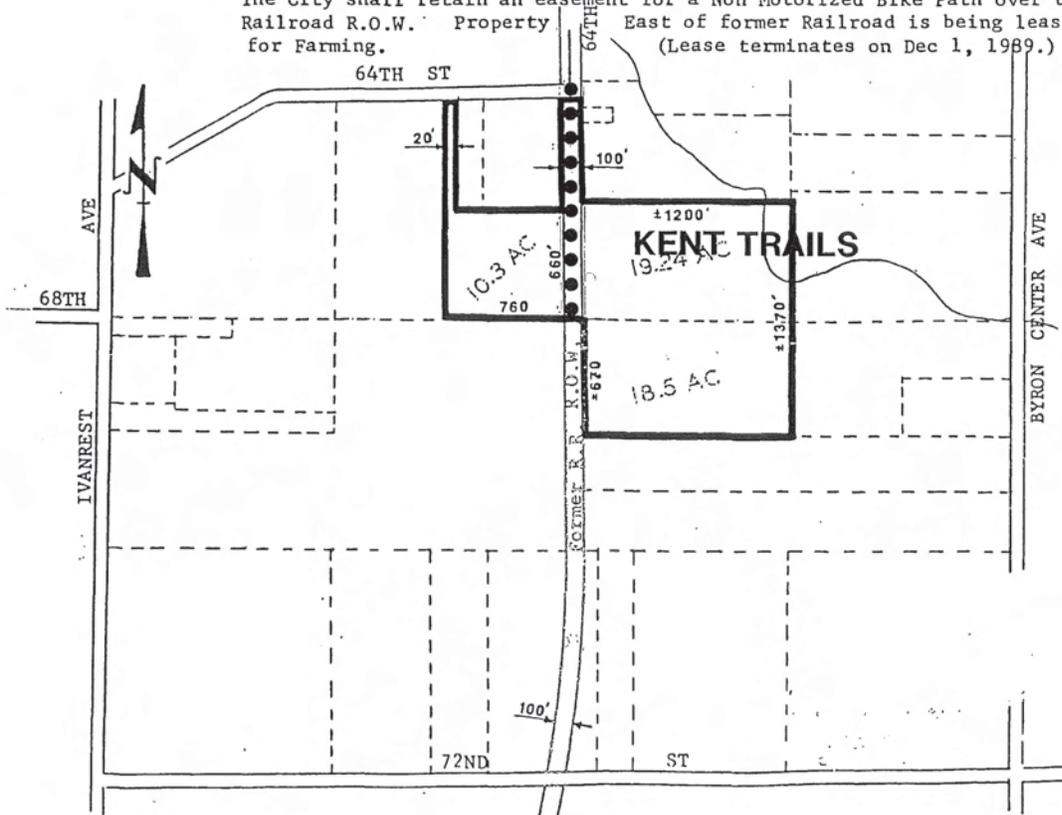


EXHIBIT B-4

Detail of Wyoming's easement within Byron Township

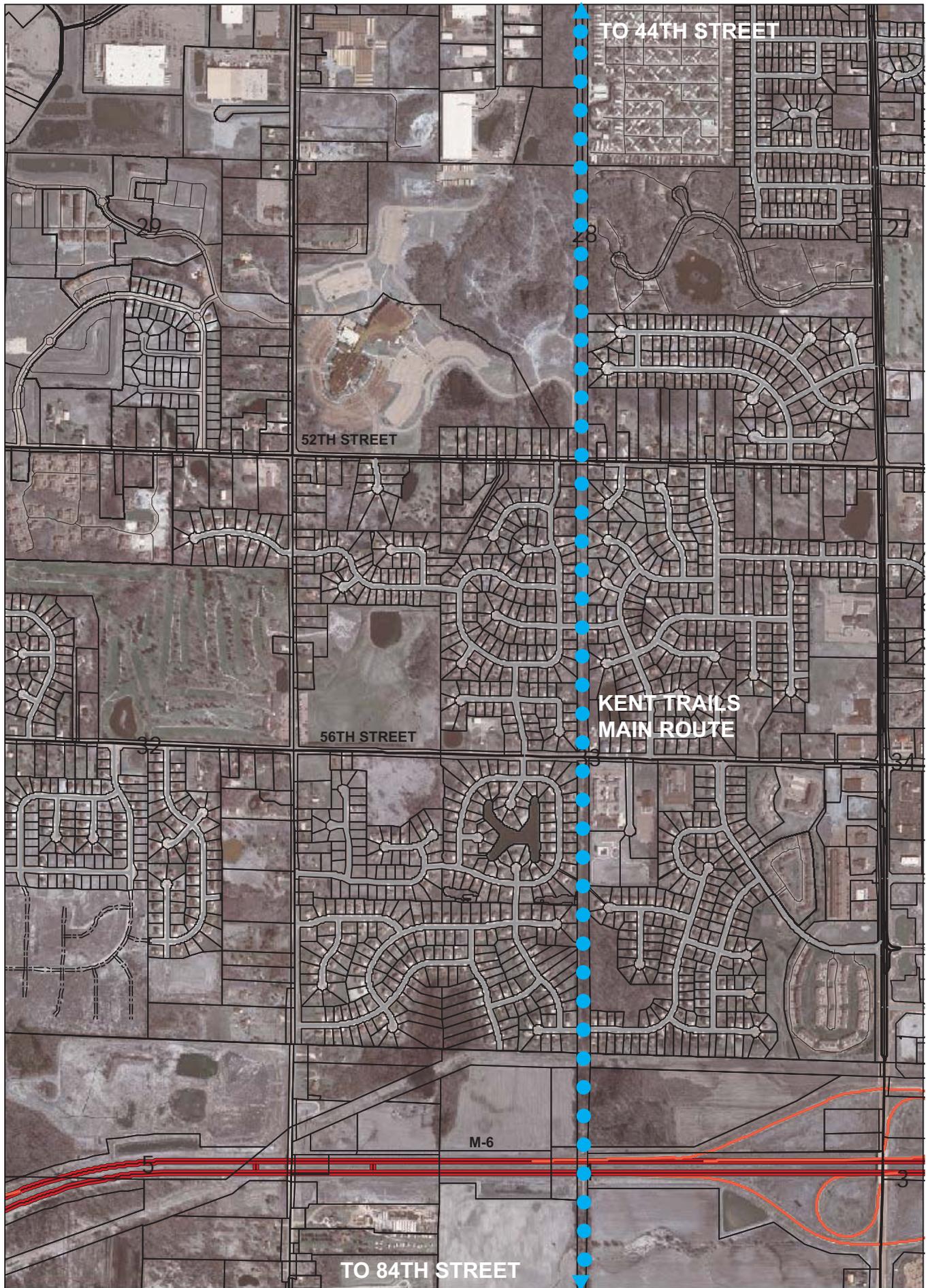


EXHIBIT C-1
Wyoming: Byron Township border to Grandville split ROW

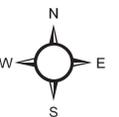




EXHIBIT C-2
SEC 28 T6N R 12W
Wyoming: Split ROW with Grandville to 44th St



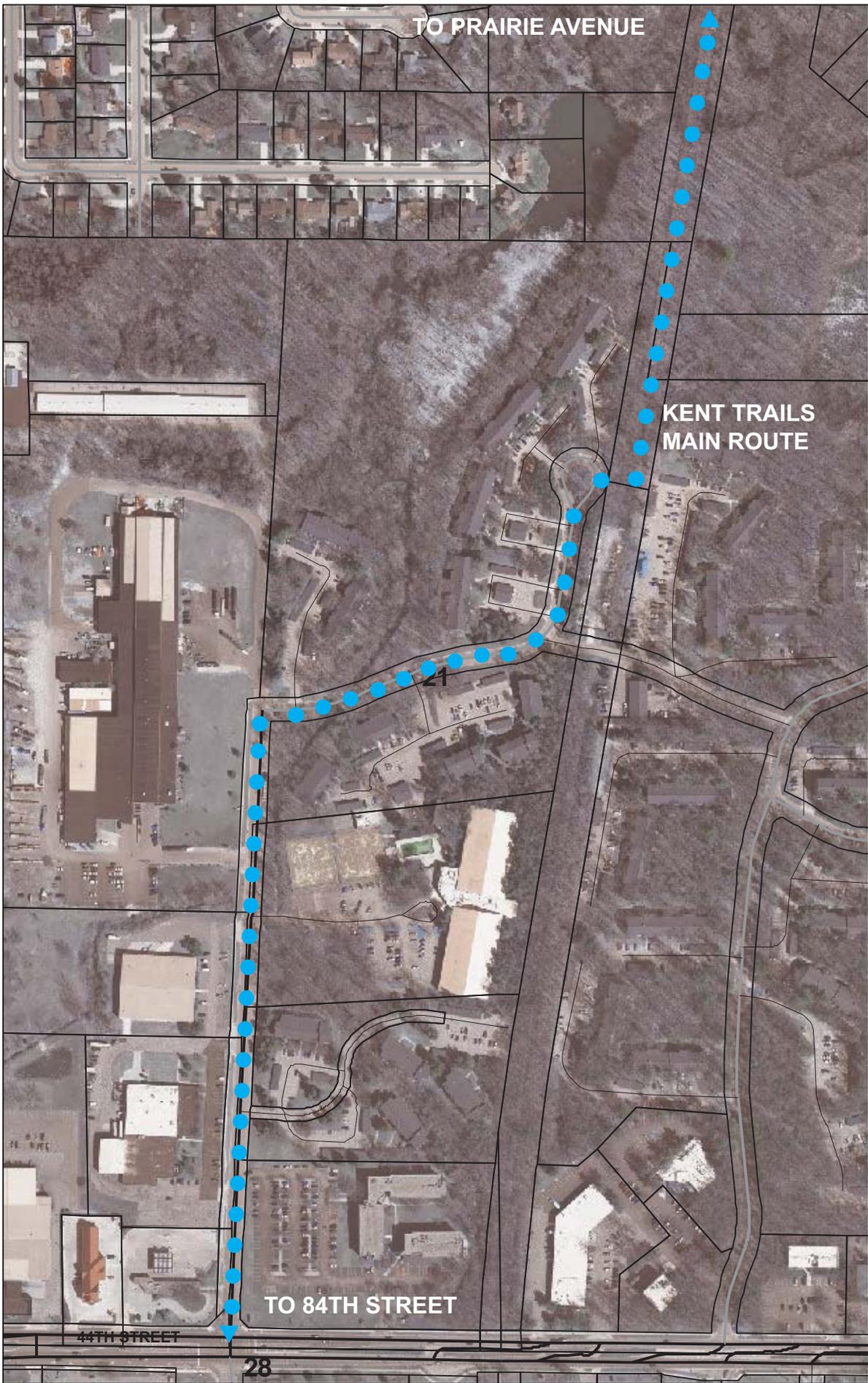
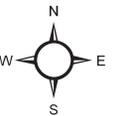


EXHIBIT C-3
SEC 21 T6N R 12W
Wyoming: 44th St to abandoned rail ROW



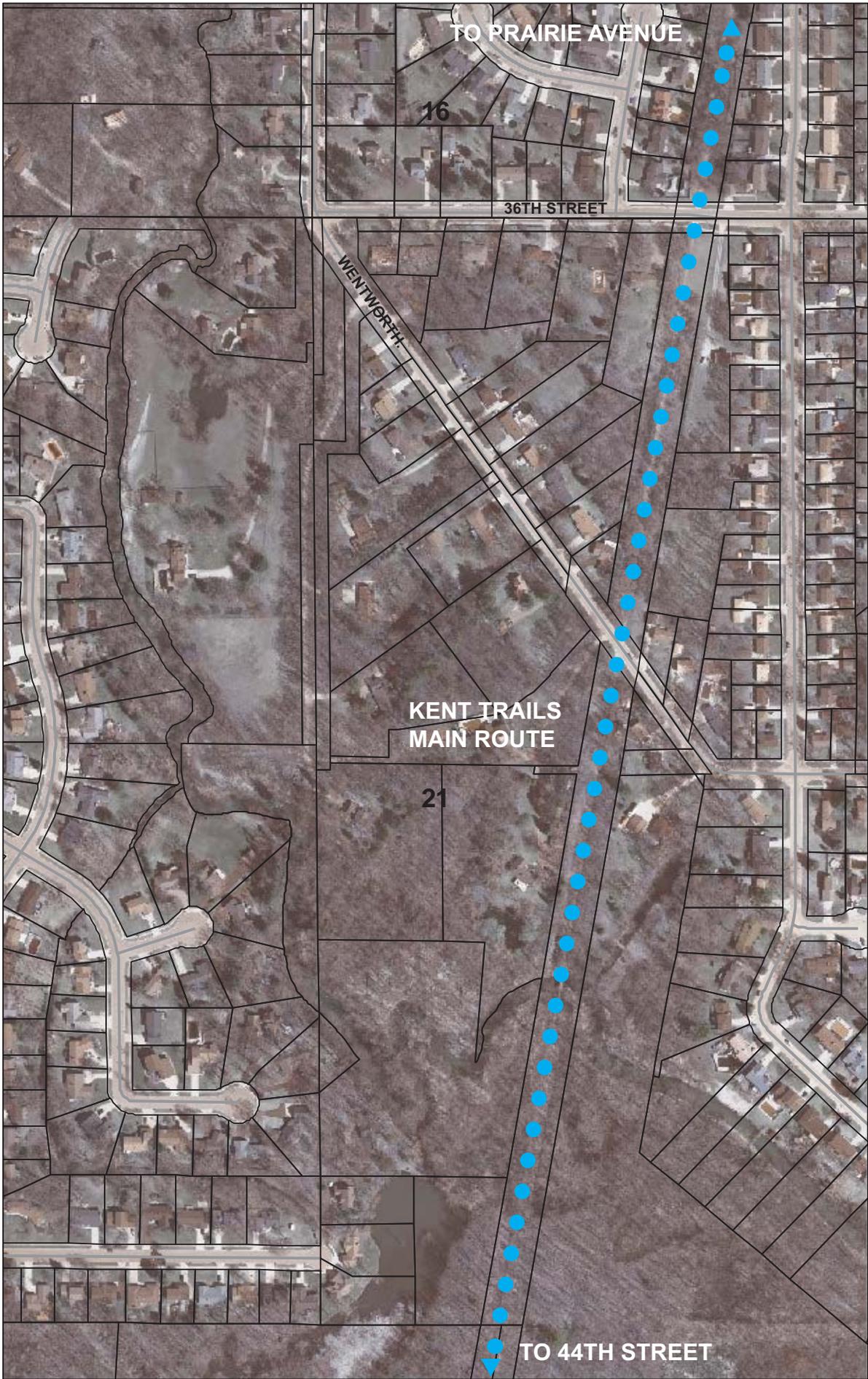
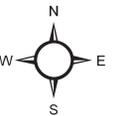


EXHIBIT C-4
SEC 21 T6N R 12W
Wyoming: North along abandoned rail ROW to 36th St



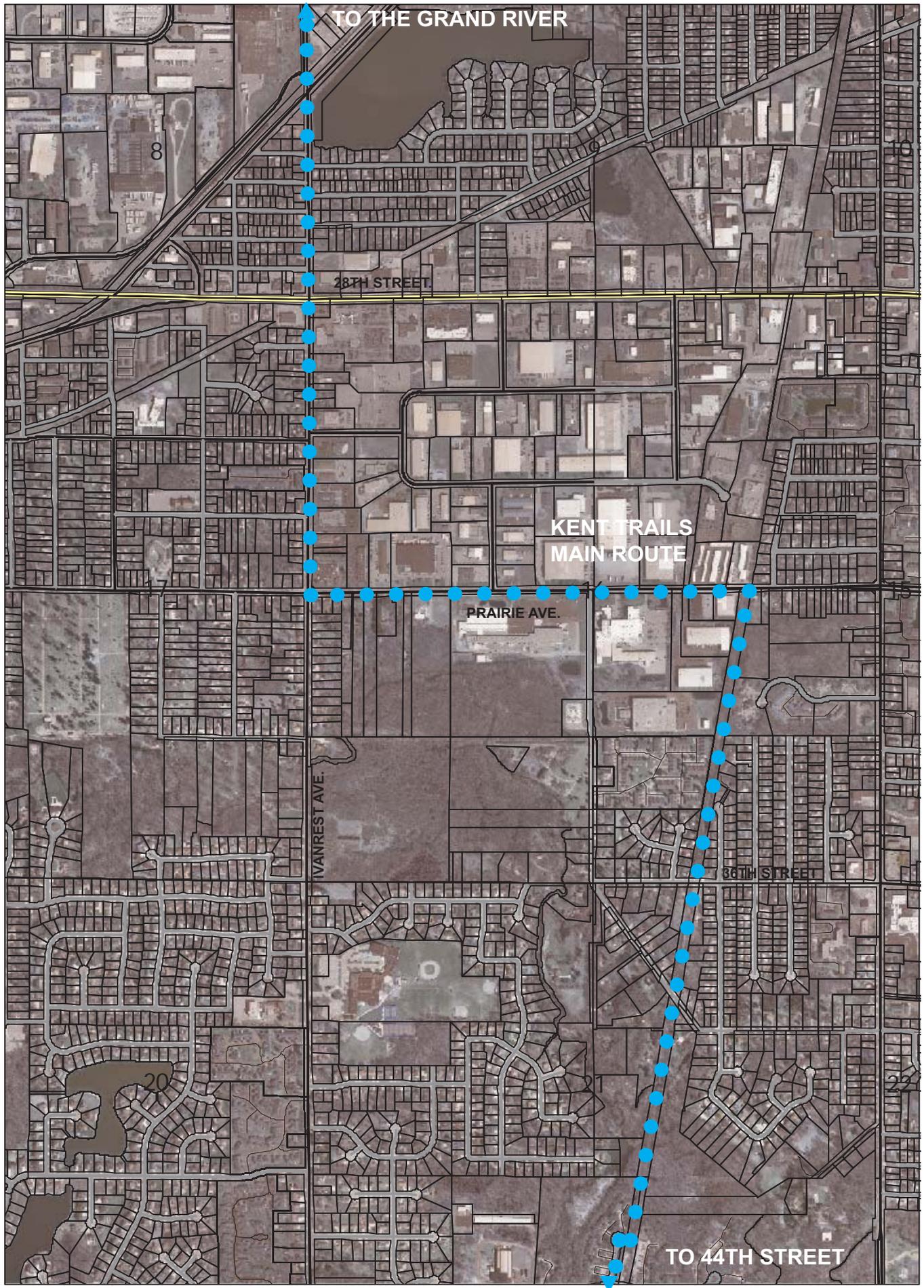
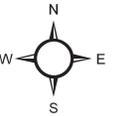


EXHIBIT C-5
Wyoming: 36th St to Chicago Dr



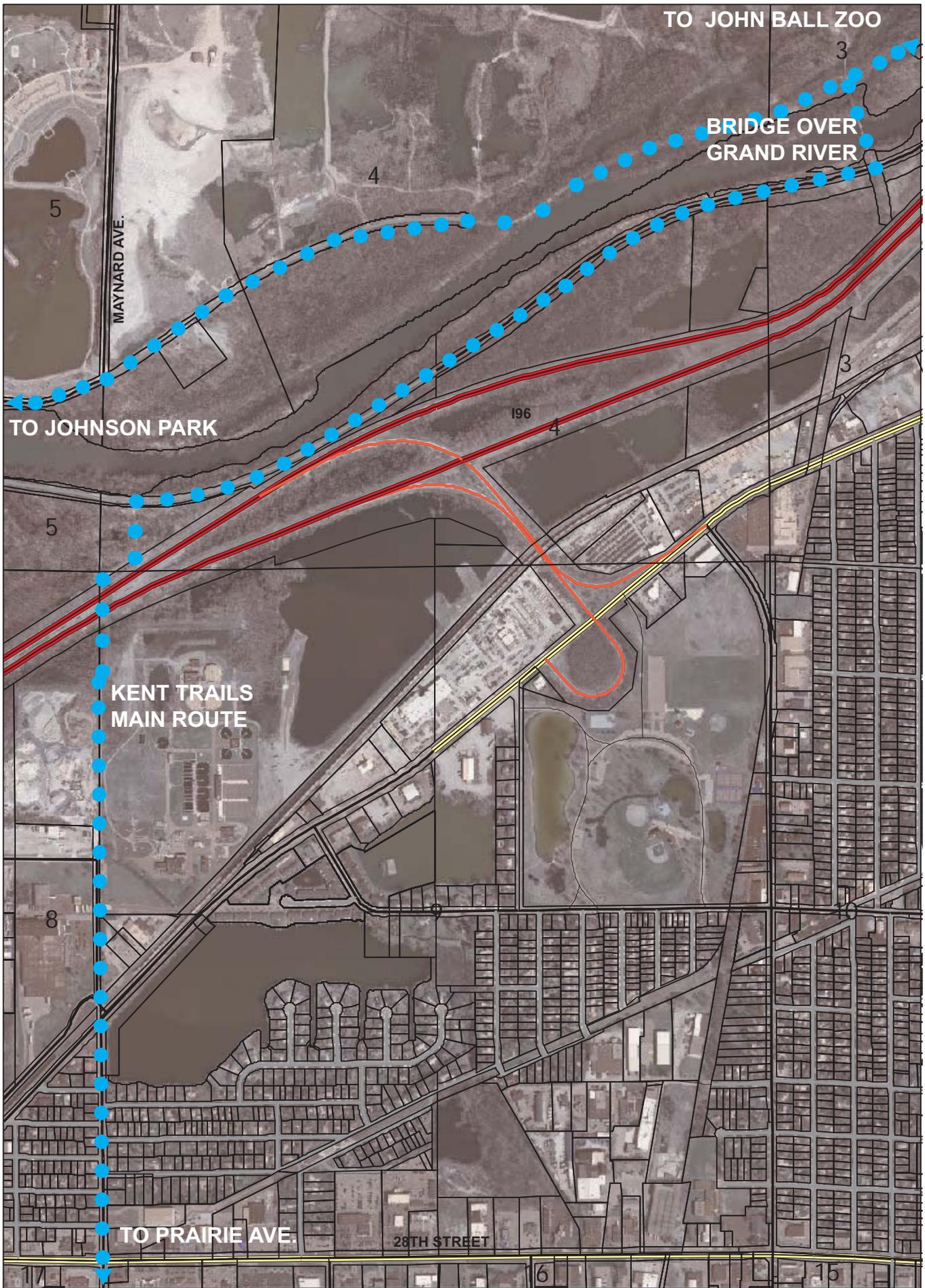
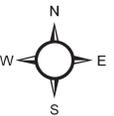


EXHIBIT C-6
 Wyoming: Chicago Dr to the Grand River



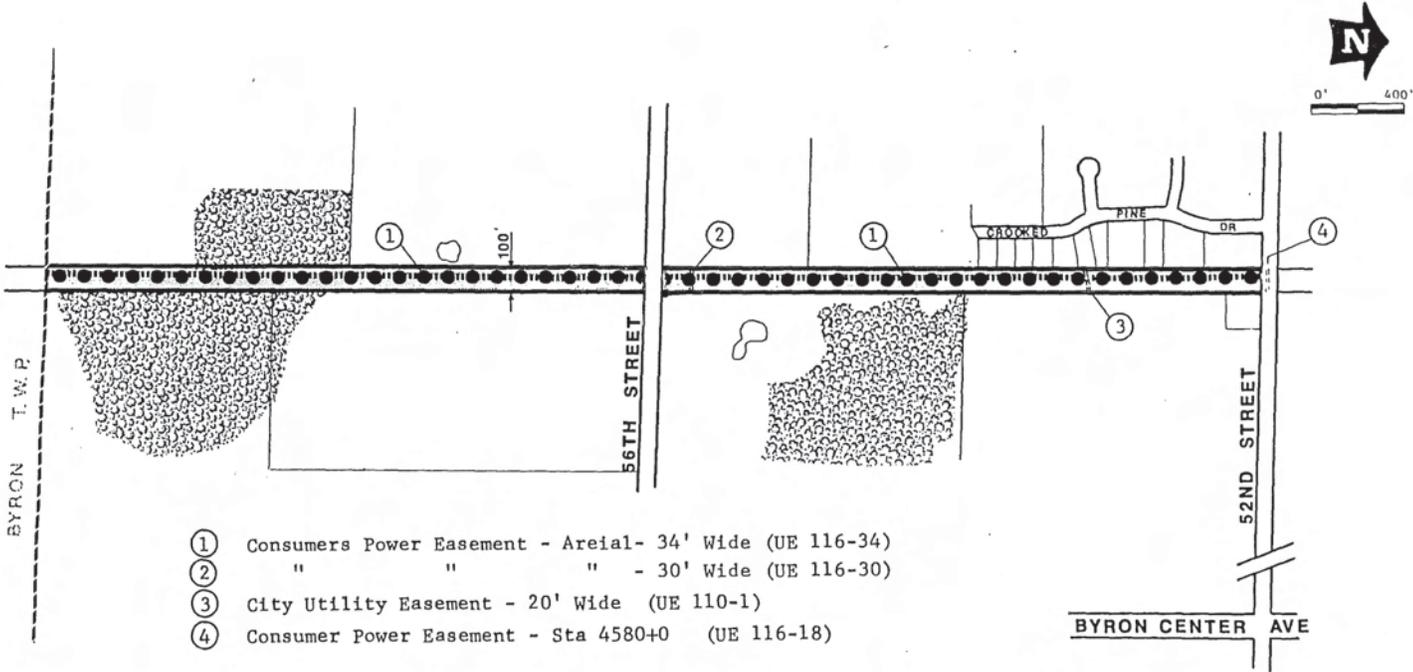
NON SURPLUS CITY PROPERTY

FUTURE BIKE PATH

Legal Description: FORMER KALAMAZOO, ALLEGAN & GRAND RAPIDS RAILROAD R.O.W.

Property Address:

| | | | | | |
|-----------|--------------------------------|-----------|--|-------|---------------|
| Size: | <u>12.2 ACRES</u> | P.P. No.: | <u>41-17-33-176-006 *</u> | File: | <u>CP 114</u> |
| Zoning: | <u></u> | Obtained: | <u>1984 from United Rail Corp & Penn Central</u> | | |
| Comments: | <u>* ALSO 41-17-33-400-004</u> | | | | |



- ① Consumers Power Easement - Aerial- 34' Wide (UE 116-34)
- ② " " " - 30' Wide (UE 116-30)
- ③ City Utility Easement - 20' Wide (UE 110-1)
- ④ Consumer Power Easement - Sta 4580+0 (UE 116-18)

----- CONSUMERS POWER CO. AERIAL EASEMENT (34' WIDE)

▭ CITY OWNED PROPERTY - FORMER KALAMAZOO, ALLEGAN, AND GRAND RAPIDS RAILROAD R.O.W. (100 FT WIDE).

EXHIBIT C-7
Wyoming Leases, Easements and Parcels
Byron Township border to 52nd St

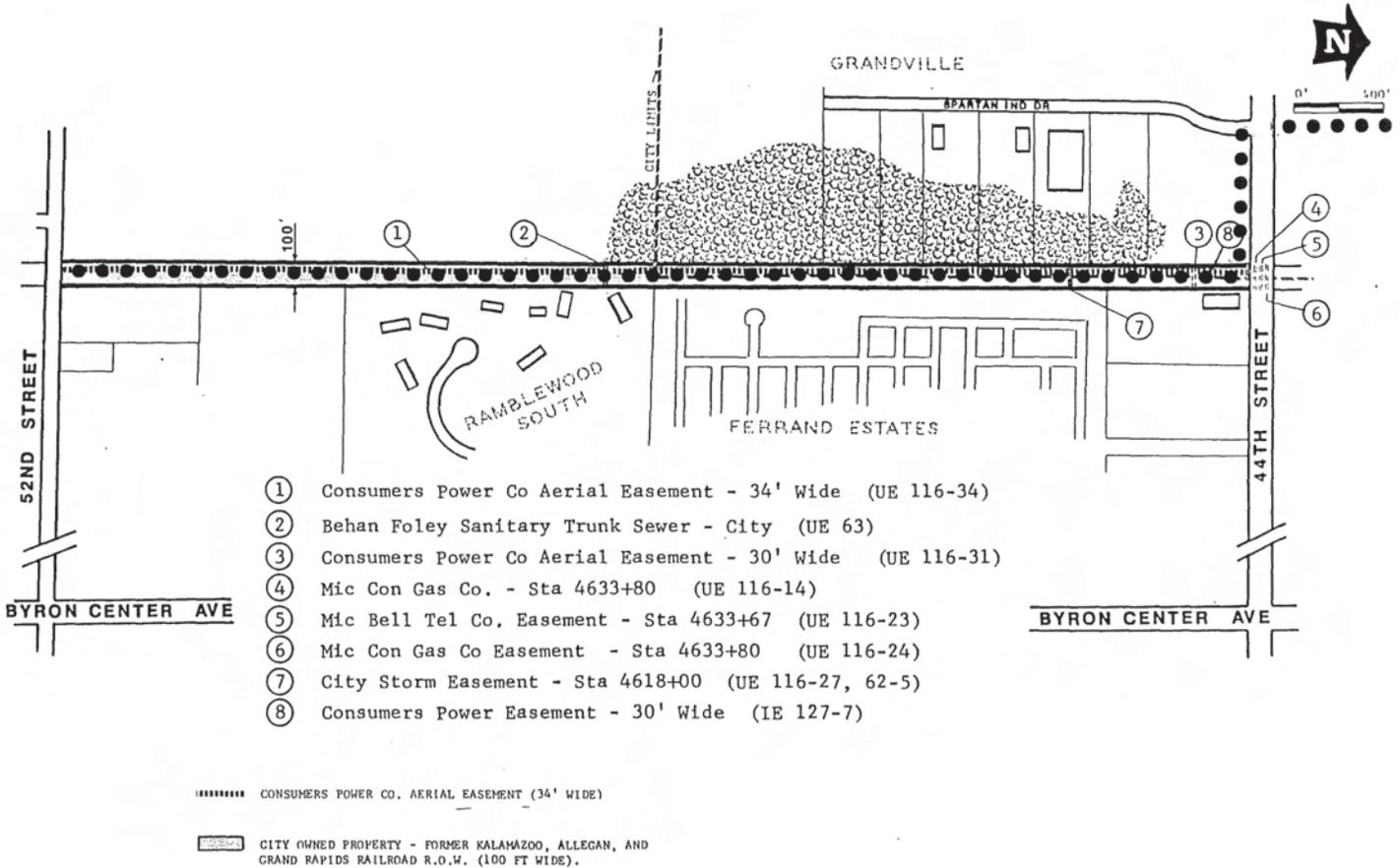
NON SURPLUS CITY PROPERTY

FUTURE BIKE PATH

Legal Description: FORMER KALAMAZOO, ALLEGAN & GRAND RAPIDS RAILROAD R.O.W.

Property Address:

| | | |
|---|--|---------------------|
| Size: <u>12 ACRES</u> | P.P. No.: <u>41-17-28-276-021 *</u> | File: <u>CP 114</u> |
| Zoning: _____ | Obtained: <u>1984 from United Rail Corp & Penn Central</u> | |
| Comments: <u>* ALSO 41-17-28-127-026 (Grandville); 41-17-28-503-003</u> | | |



- ① Consumers Power Co Aerial Easement - 34' Wide (UE 116-34)
- ② Behan Foley Sanitary Trunk Sewer - City (UE 63)
- ③ Consumers Power Co Aerial Easement - 30' Wide (UE 116-31)
- ④ Mic Con Gas Co. - Sta 4633+80 (UE 116-14)
- ⑤ Mic Bell Tel Co. Easement - Sta 4633+67 (UE 116-23)
- ⑥ Mic Con Gas Co Easement - Sta 4633+80 (UE 116-24)
- ⑦ City Storm Easement - Sta 4618+00 (UE 116-27, 62-5)
- ⑧ Consumers Power Easement - 30' Wide (IE 127-7)

EXHIBIT C-8

**Wyoming Leases, Easements and Parcels
52nd Street to 44th Street**

NON SURPLUS CITY PROPERTY

FUTURE BIKE PATH

Legal Description: FORMER KALAMAZOO, ALLEGAN & GRAND RAPIDS RAILROAD R.O.W.

Property Address:

| | | |
|---|---|--------------|
| Size: 43 ACRES | P.P. No.: | File: CP 114 |
| Zoning: | Obtained: 1984 from United Rail Corp & Penn Central | |
| Comments: OBTAINED VIA QUIT CLAIM DEED FOR \$198,360 FROM 101-956.00-971.22 | | |

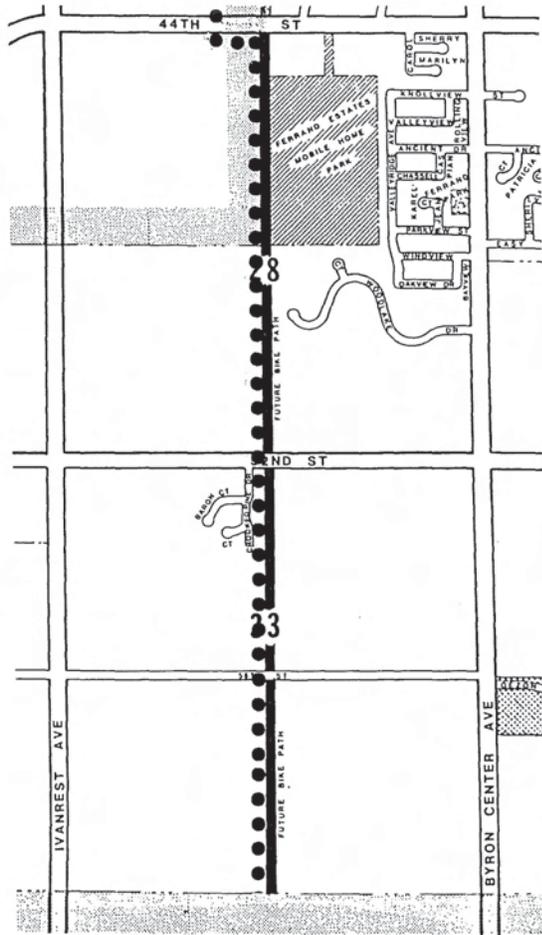
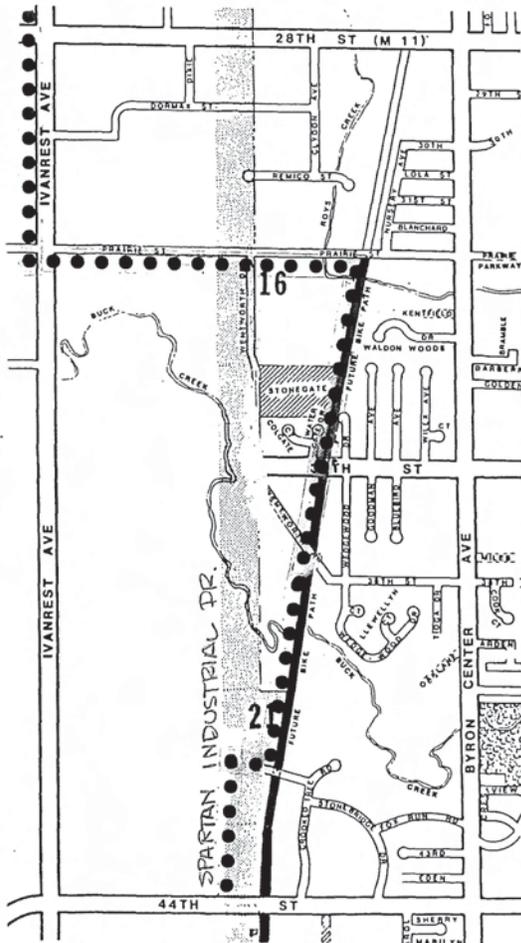


EXHIBIT C-9

**Wyoming Leases, Easements and Parcels
Byron Township border to 28th Street**

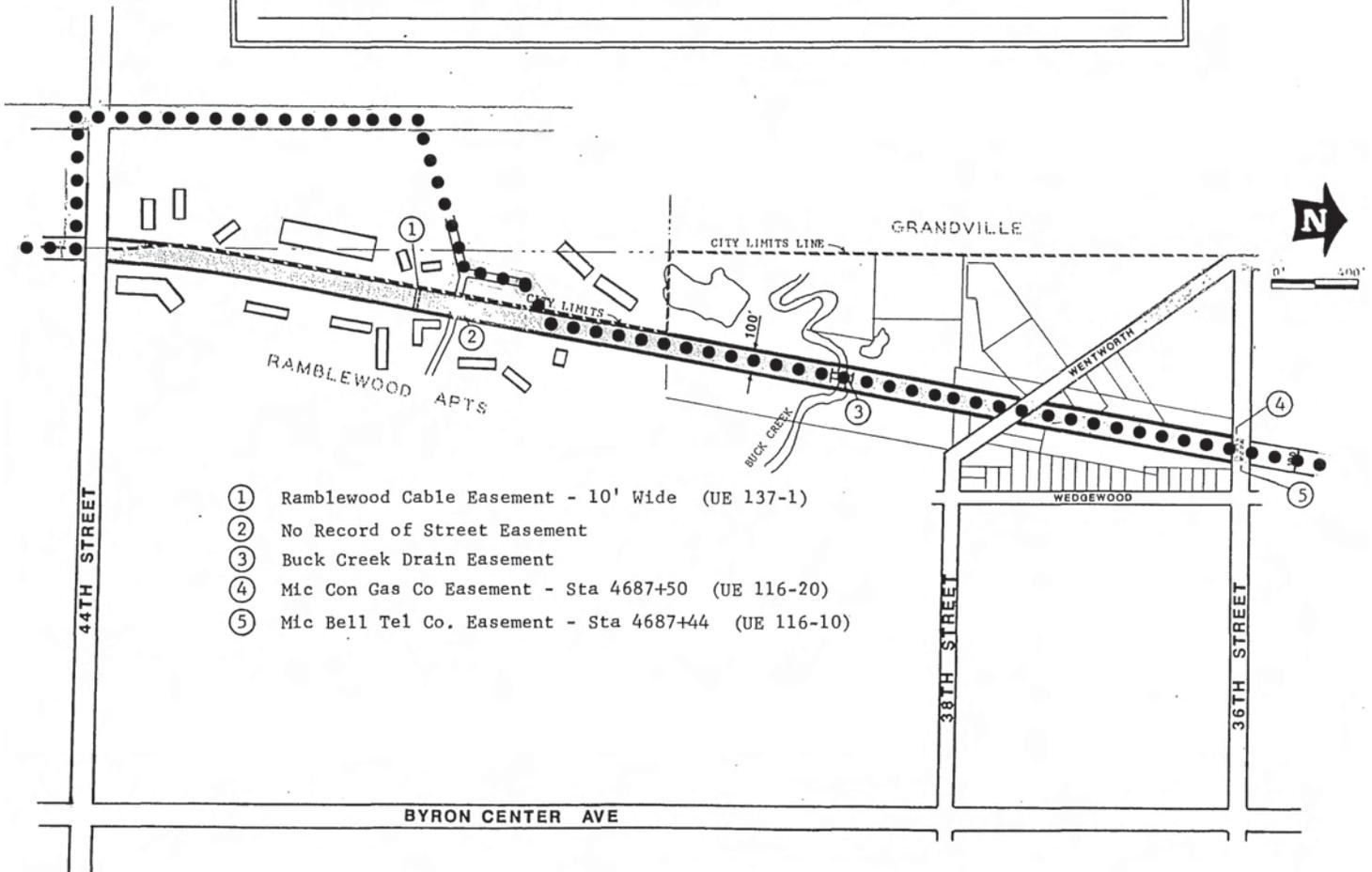
CITY OF WYOMING
 NON SURPLUS CITY PROPERTY
FUTURE BIKE PATH

Parcel 374 B

Legal Description: FORMER KALAMAZOO, ALLEGAN & GRAND RAPIDS RAILROAD R.O.W.

Property Address:

| | | |
|--|--|---------------------|
| Size: <u>12.4 ACRES</u> | P.P. No.: <u>41-17-21-203-025*</u> | File: <u>CP 114</u> |
| Zoning: _____ | Obtained: <u>1984 from United Rail Corp & Penn Central</u> | |
| Comments: <u>* ALSO 41-17-21-451-028</u> | | |



- ① Ramblewood Cable Easement - 10' Wide (UE 137-1)
- ② No Record of Street Easement
- ③ Buck Creek Drain Easement
- ④ Mic Con Gas Co Easement - Sta 4687+50 (UE 116-20)
- ⑤ Mic Bell Tel Co. Easement - Sta 4687+44 (UE 116-10)

CITY OWNED PROPERTY - FORMER KALAMAZOO, ALLEGAN AND GRAND RAPIDS RAILROAD R.O.W. (100 FT WIDE).

EXHIBIT C-10
Wyoming Leases, Easements and Parcels
36th Street to 44th Street

NON SURPLUS CITY PROPERTY

GRAND RIVER BRIDGE & FUTURE BIKE PATH

Legal Description: Former Kalamzoo, Allegan & Grand Rapids Railroad R.O.W., 100' Wide

Property Address:

| | | | | | |
|-----------|--|-----------|---|-------|---------------|
| Size: | <u>2.34 Acres</u> | P.P. No.: | <u>41-17-03-100-001 & 005</u> | File: | <u>CP 114</u> |
| Zoning: | <u></u> | Obtained: | <u>January 1984 from Penn Central Corp.</u> | | |
| Comments: | <u>City owns land on both sides of Indian Mounds Dr adjacent to the Railroad (See Listing # 280)</u> | | | | |

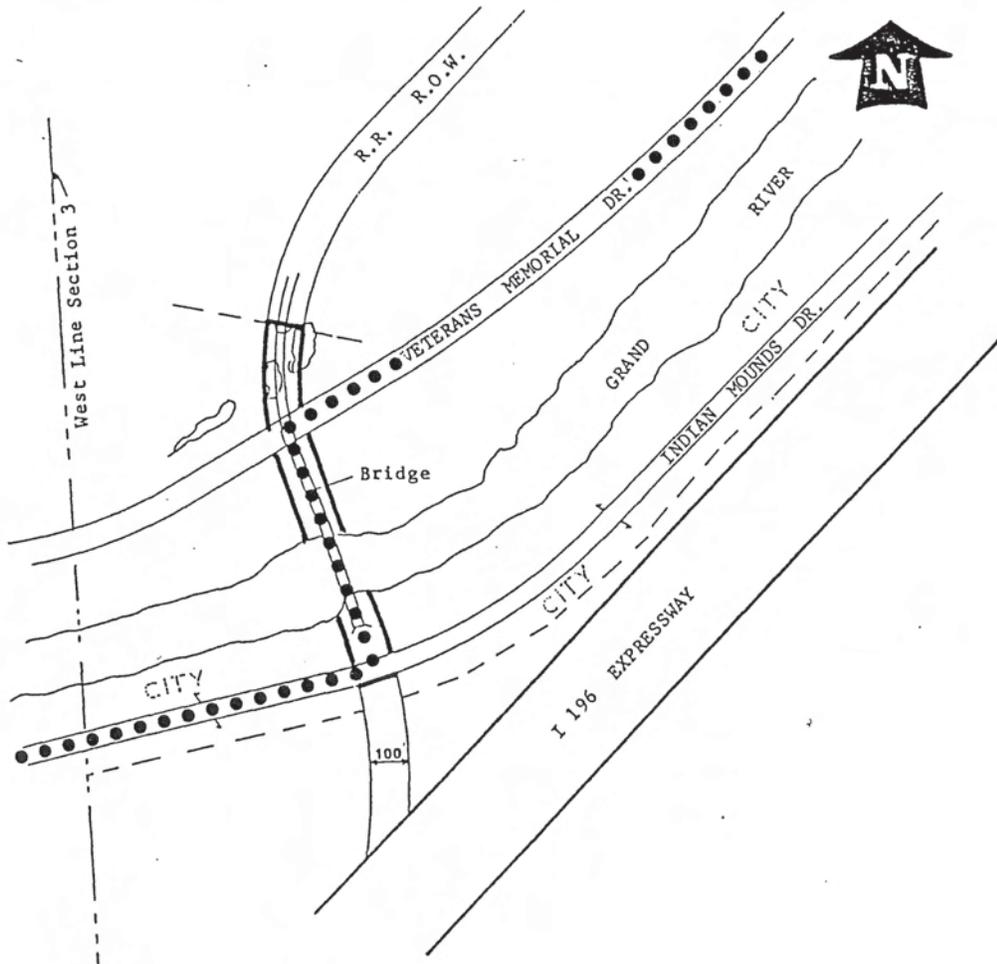


EXHIBIT C-11

**Wyoming Leases, Easements and Parcels
Vicinity of the Grand River crossing**



EXHIBIT D-1
SEC 28 T6N R 12W
Grandville: Split ROW with Wyoming to 44th St

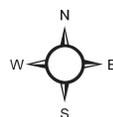
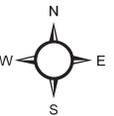




EXHIBIT D-2
SEC 21 T6N R 12W
Grandville: 44th St to Wy0ming border



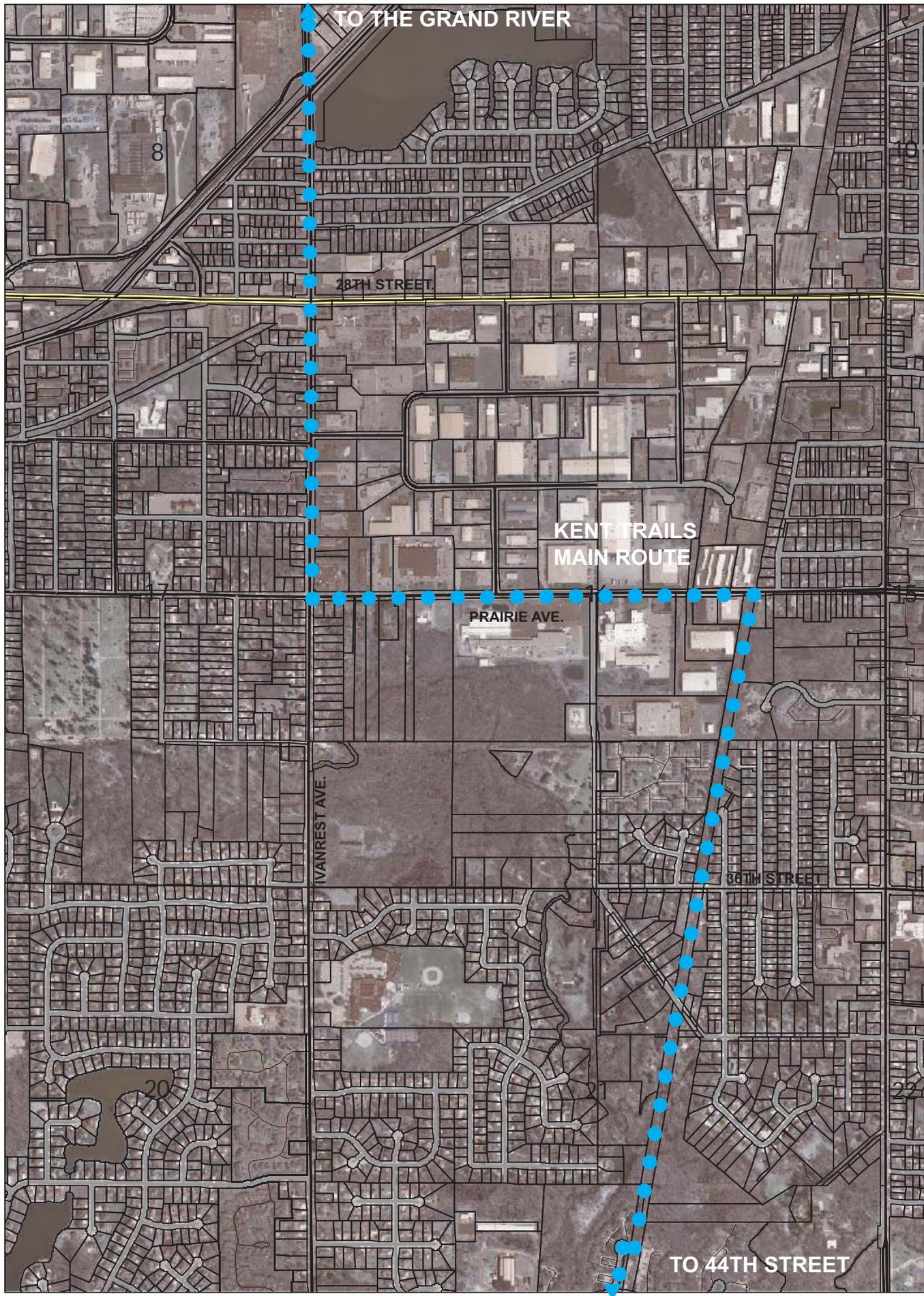
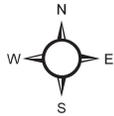


EXHIBIT D-3
Grandville: 36th St to Chicago Dr



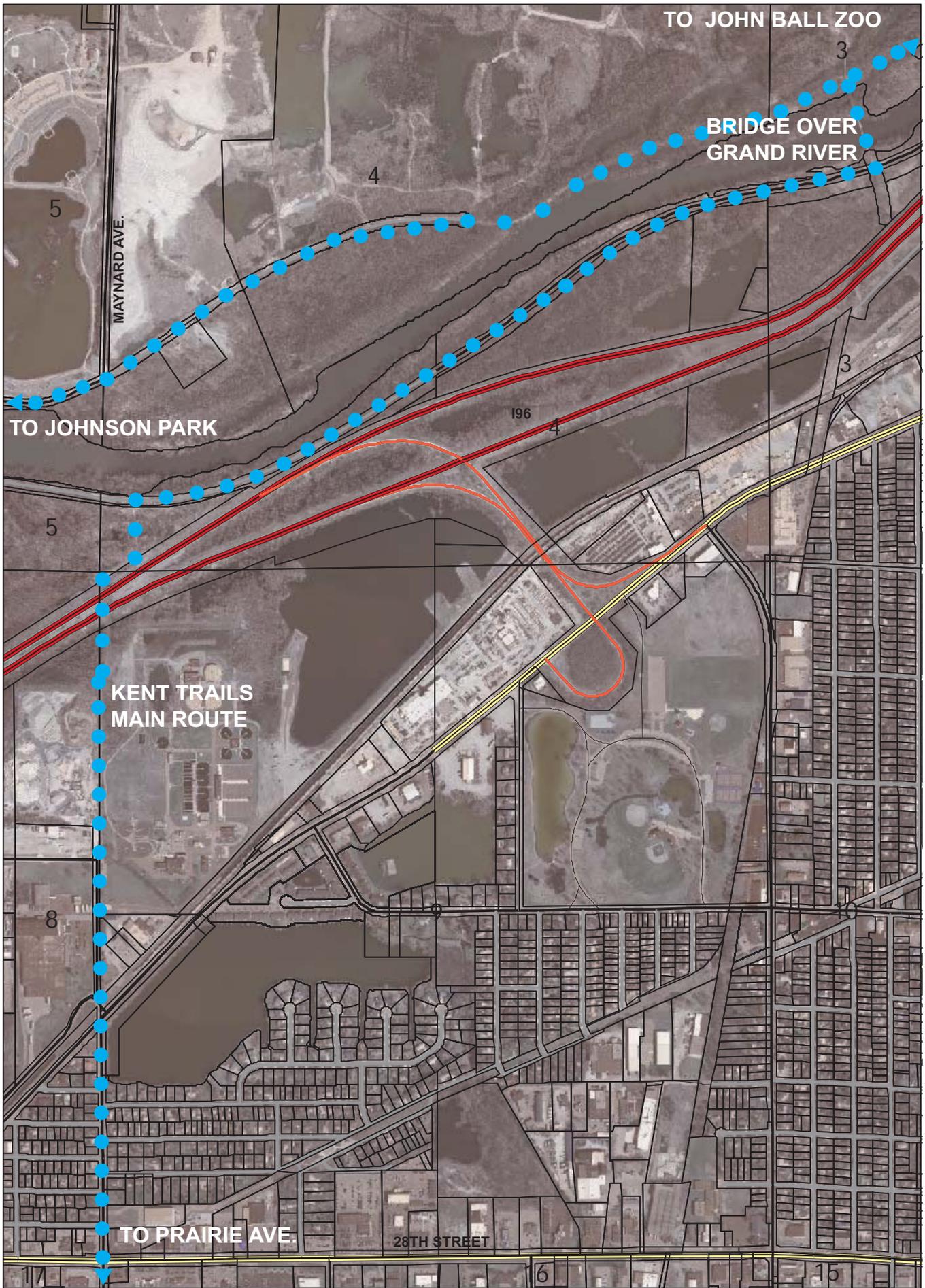


EXHIBIT D-4
Grandville: Chicago Dr to the Wyoming border



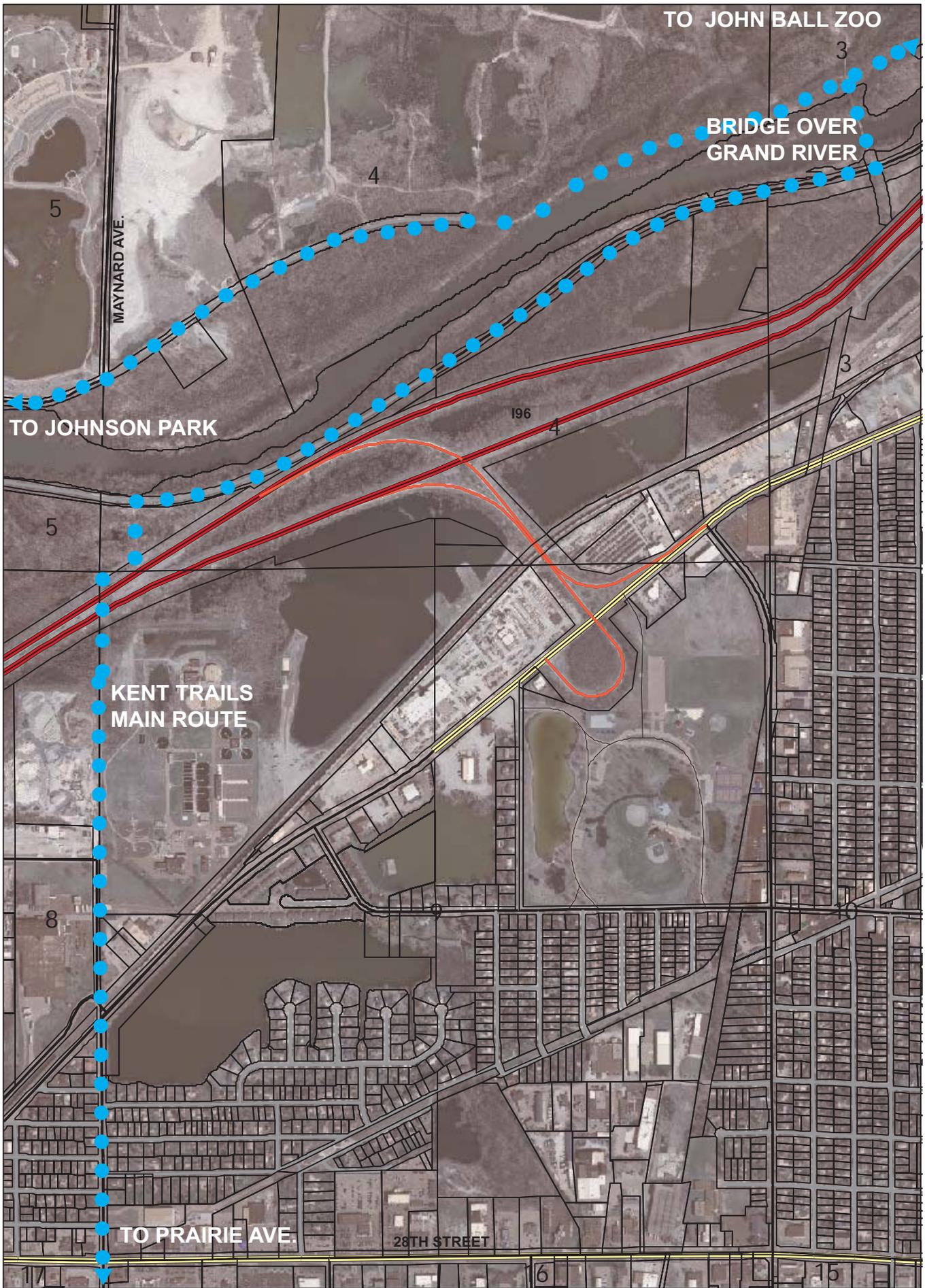
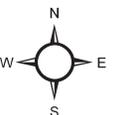


EXHIBIT E-1

Walker: Veterans' Memorial Dr cul-de-sac to Maynard Ave.



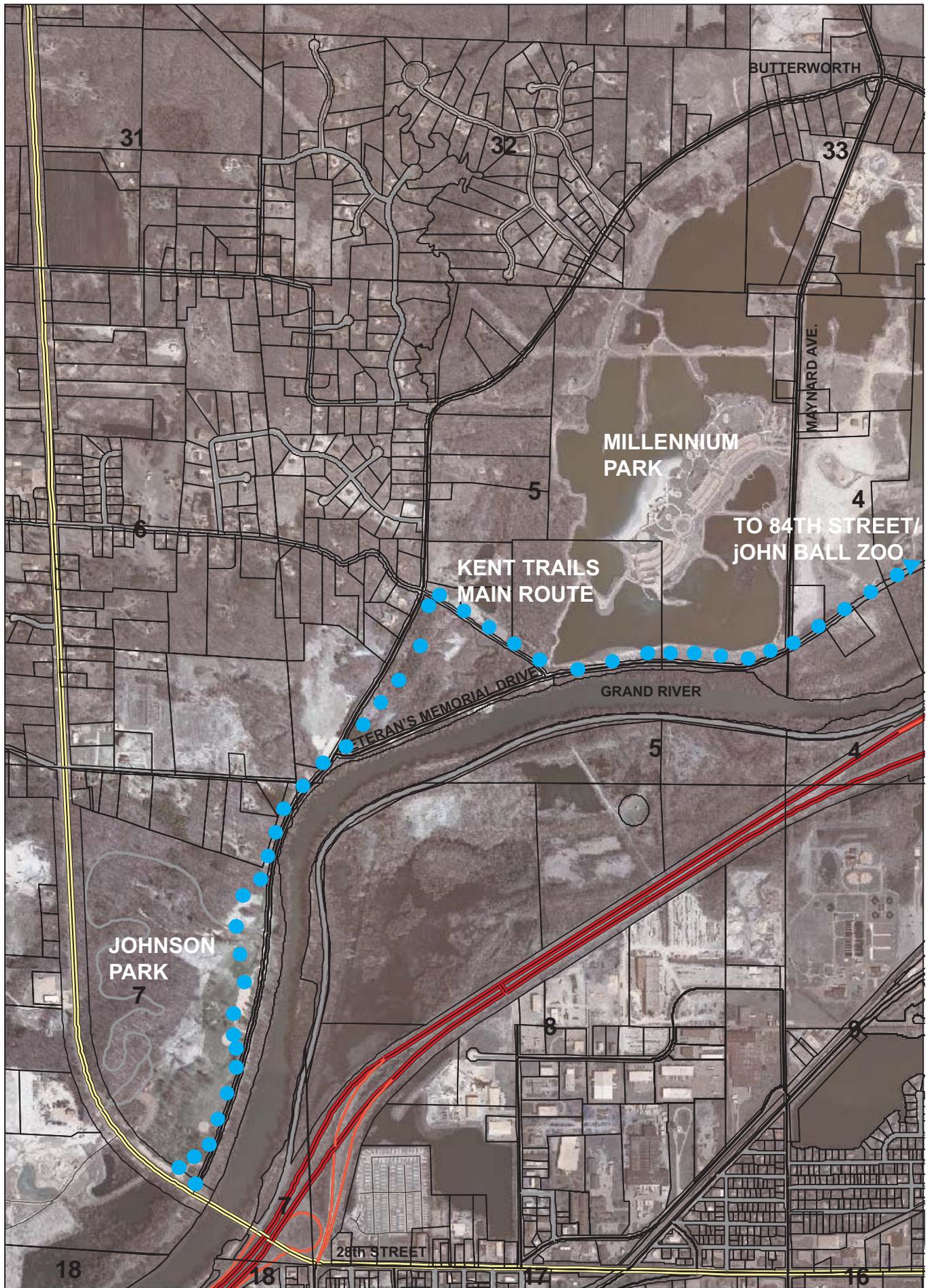
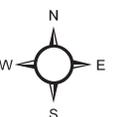


EXHIBIT E-2
 Walker: Maynard Ave to Johnson Park



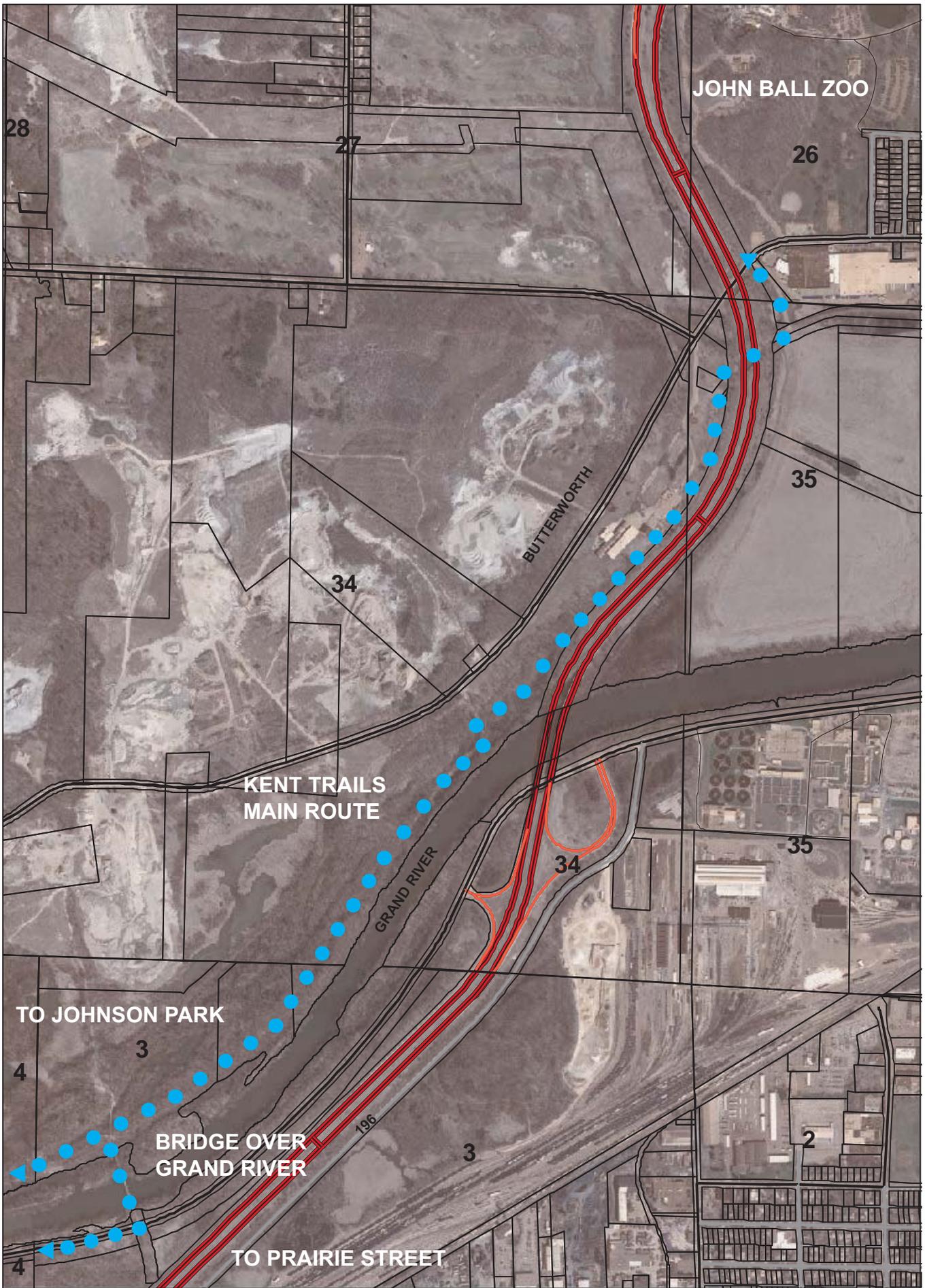
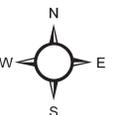


EXHIBIT F
SEC 27 & 34 T7N R12W
Grand Rapids



**Portions of Trail Located on City Streets
or County Road Rights of Way**

Kent County

64th Street intersection
72nd Street intersection
76th Street intersection
84th Street

Wyoming

Indian Mounds Drive
36th Street intersection
Wentworth intersection
52nd Street intersection
56th Street intersection

Grandville

Indian Mounds Drive
Ivanrest from Prairie through Chicago Drive intersection
Pine Creek Avenue
Spartan Industrial Drive
44th Street intersection

Walker

Butterworth Drive intersection
Maynard Avenue intersection

Kent Trails Reconstruction and Major Repairs Fund Annual Funding Plan

| Years 2011-2020 | % of Total | Annual Support |
|------------------------|-------------------|-----------------------|
| Kent County | 50.0% | \$ 10,000.00 |
| Grand Rapids | 13.5% | \$ 2,700.00 |
| Grandville | 7.1% | \$ 1,420.00 |
| Walker | 4.0% | \$ 800.00 |
| Wyoming | 17.6% | \$ 3,520.00 |
| Byron Township | 7.8% | \$ <u>1,560.00</u> |
| | | \$ 20,000.00 |

| Years 2021-2030 | % of Total | Annual Support |
|------------------------|-------------------|-----------------------|
| Kent County | 50.0% | \$ 12,500.00 |
| Grand Rapids | 13.5% | \$ 3,375.00 |
| Grandville | 7.1% | \$ 1,775.00 |
| Walker | 4.0% | \$ 1,000.00 |
| Wyoming | 17.6% | \$ 4,400.00 |
| Byron Township | 7.8% | \$ <u>1,950.00</u> |
| | | \$ 25,000.00 |

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH LIFE THERAPEUTIC SOLUTIONS, INC AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. The City receives funding from the Kent County Senior Millage to operate the Stepping Stones homebound older adult therapeutic recreation program.
2. It is in the City's best interest to reauthorize an agreement with Life Therapeutic Solutions, Inc. to provide contracted Certified Therapeutic Recreation Specialist to provide recreational therapy service.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes contracting with Life Therapeutic Solutions, Inc. and authorizes the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Agreement

AGREEMENT

This agreement is made November 21, 2011 by and between **CITY OF WYOMING** (“City”), a Michigan Municipal Corporation, whose address is 1155-28th Street, S.W. Wyoming, Michigan 49509 and Life Therapeutic Solutions, Inc. (“Contractor”), whose billing address is P.O. Box 20009, Wyoming, Michigan, and whose corporate address is 248 Thurston, Wyoming, Michigan 49548.

WHEREAS, the City desires to obtain professional services from the Contractor to provide for the provision of Certified Therapeutic Recreation Specialist services, including certified aquatic therapeutic services, to promote the development of independent functioning with the eventual reintegration of the homebound senior (the “Client”) back into community activities. The Parties agree as follows:

1. **SERVICES.**

- a. The City shall engage Contractor to recruit, interview, select and hire certified therapeutic recreation specialists to perform recreation therapy services (the “Services”). The parties acknowledge that Contractor shall provide certified specialists in their field and who shall not require direct supervision.
- b. All specialists provided by the Contractor shall demonstrate, through their professional experience and training an understanding of the human aging process, and network of older adult services and resources located throughout Kent County.

2. **PERFORMANCE OF SERVICES.**

- a. All services shall be performed by Certified Therapeutic Recreation Specialists as certified by the National Council for Therapeutic Recreation Certification.
- b. Contractor shall determine the method, details, and means of performing the therapeutic services based upon client needs and goals. Contractor shall diligently and faithfully devote whatever time is required to perform the Services, both direct and indirect, including therapy, travel, documentation, and information and referral, etc.
- c. Service hours shall be determined by the Client in accordance with the requests of the City.
- d. Clients shall be assigned to specialists by the City.
- e. Specialists shall represent themselves as contracted professionals of Life Therapeutic Solutions, Inc. under contract with of the City of Wyoming Stepping Stones Program.

3. TERM.

- a. Contractor shall provide services to the City pursuant to this Agreement for a term beginning on January 1, 2012 and ending December 31, 2012. The term shall be automatically renewed for one full calendar year subject to grant funding unless as revoked as provided herein
- b. This Agreement regardless of date signed by both parties, shall not go into affect without obtaining prior written approval of the Area Agency on Aging of Western Michigan pursuant to the City of Wyoming's contract for funding, Contract No. KCSM 104-6. (Ref. Older Americans Act Policies and Procedures Manual, Section 4.1, Subcontracts.)
- c. The City may revoke this agreement on 30 days written notice at any time for non-performance on Contractor's behalf.
- d. Either party may terminate this agreement without cause upon either party providing sixty (60) calendar days written notice to the other party.

4. COMPENSTATION.

- a. For services provided, the City will pay Contractor according to a unit rate of \$65 per standard unit and \$75 per aquatic therapy unit for a maximum total of 750 units during the term of this agreement.
- b. Unit rate definition: 1 standard unit of service includes one hour of direct and/or indirect client support. Direct support shall be defined as intake, assessment, and direct treatment/therapy/assistance to a client. Indirect client support means information gathering, program planning, maintenance of case records, charting, and referrals and consultation with family members/caregivers/physicians. 1 aquatic therapy unit includes direct aquatic therapy treatment session and client assistance to direct aquatic therapy treatment session.
- c. Payment shall be made within thirty (30) calendar days from date of Contractor's invoice.

5. TANGIBLE EQUIPMENT AND EXPENSES

- a. That except as provided in this section, Contractor shall bear all expenses incurred in the performance of this Agreement.
- b. Contractor may utilize adaptive equipment owned by the City in the provision of therapy for Stepping Stones clients. Loss or damage of equipment by

contractor, excepting normal wear and tear, shall be immediately remedied by same through replacement or deduction of cost from unit payment due.

- c. Upon termination of services, Contractor will promptly return to the City all property belonging to the City including without limitation: keys, computer equipment, adaptive equipment, documents and other tangible manifestation of confidential information (and all copies and reproductions thereof), including work in process.

6. INDEPENDENCE OF SPECIALISTS.

- a. It is understood that the specialists provided by the Contractor for under this agreement are employees of or independent contractors of Life Therapeutic Solutions, Inc. Nothing contained in this Agreement shall be construed to be inconsistent with this status.
- b. Should the Contractor's specialists have any employment relationship with the City, the Contractor agrees that the services to be performed under this Agreement are separate and apart from any services performed or to be performed for the City as an employee, and agrees that none of the services to be provided under this Agreement shall be performed during hours worked in the City's employ.
- c. Contractor or their specialists will make no representation to any person or entity that may lead such person or entity to believe that Contractor or specialist has any authority to bind or to obligate the City in any manner.
- d. Contractor shall maintain separate management of their affairs and has full and absolute authority and responsibility regarding its separate organization and operation, including its general policies and procedures.
- e. Contractor shall be responsible for or require the payment of all taxes owed as a result of any payments received from the City in exchange for services, including, without limitation, all federal, state, and local income withholding and employment taxes of its specialists.
- f. Contractor shall maintain statutory worker's compensation insurance of its specialists and provide proof of such insurance to the City.
- g. Contractor specialists have permission to travel or operate motor vehicles and equipment while on assignment with the City.
- h. Contractor specialists have permission to transport clients by motor vehicle, subject to obtaining and maintaining necessary insurances, for the provision of client therapy or access to therapy there of. All necessary insurance shall be

provided by and placed on file with the City including appropriate insurance for motor vehicles used by the contractor specialists.

7. CONFIDENTIALITY.

- a. Contractor acknowledges that he/she may have access to the City's and client's confidential and proprietary information. Contractor agrees to not disclose to any other person, agency, or entity (unless required by law) or use for personal gain any confidential information at any time during or after the Agreement Term, unless the City grants express, written consent of such a disclosure. Contractor shall be bound by all laws regarding confidentiality provisions including any privacy requirements under HIPPA. In addition, Contractor will use his best efforts to prevent any such disclosure.
- b. Confidential information will not include information that is in the public domain, unless such information falls into public domain through Contractor's unauthorized actions.
- c. All information which Contractor has a reasonable basis to believe to be confidential information or which the Contractor has a reasonable basis to believe the City treat as confidential information, shall be deemed to be confidential information.

8. COVENANT NOT TO COMPETE AND RETURN OF CITY PROPERTY

- a. Contractor hereby covenants and agrees, that without first obtaining the City's express written consent, which may be granted or withheld in the City's sole discretion, Contractor shall not, either directly or indirectly during the period beginning with the date of this Agreement and ending two (2) years after this Agreement is terminated, solicit, induce or attempt to induce any client or funding agency of the City to cease using, receiving the services provided by the City, or funding the City for said services provided by the City, including, without limitation, recreational therapy services and aquatic therapy services, in favor of using or receiving services provided by Contractor.
- b. Contractor acknowledges the City's sole and exclusive property includes all documents, such as manuals, notebooks, reports, records, computer programs, employee lists, client lists, and the like in their custody or possession, whether delivered to Contractor by the City or made by the Contractor in the performance of the Services, relating to the business activities of the City, its clients, or suppliers and containing any information or data whatsoever, whether or not confidential information.
- c. Contractor agrees to deliver promptly all of the City's property and all copies of the City's property in Contractor's possession to the City at any time upon the City's request.

9. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- a. Contractor shall agree by their signature to the City's Indemnification Agreement, which is attached made part of this Agreement.
- b. Contractor shall provide the City evidence that all subcontractor's performing recreational therapy, its direct or indirect service delivery including transportation of clients, shall have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy.
 - i. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com)
 - ii. Professional Liability including General, Good Samaritan, Personal Injury, and Malplacement liability, \$1,000,000 per occurrence, \$3,000,000 aggregate.
 - iii. Business auto liability \$500,000 per person, per occurrence
 - iv. It is also understood and agreed that the following shall be Additional Insured's: The City of Wyoming and including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear. The City reserves the right to waive this subsection.
- c. In addition the City requires that all contractors/subcontractors provide the City with written confirmation that they have obtained the necessary endorsement so that the City's rights as an additional insured are protected. Insurance companies require the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question. Proof of insurance shall be provided to the City.
- d. It shall be the responsibility of the Contractor to ensure the full enforcement and maintenance of insurance requirements with any and all subcontractors.

10. OTHER RULES AND POLICIES.

- a. Contractor agrees to abide by all applicable rules, policies and procedures of the City.
- b. Contractor agrees to abide by all the applicable rules, policies and procedures of the Area Agency on Aging of Western Michigan Older Americans Act and Kent County Senior Millage.

- c. All specialists shall under go a criminal background check, driver's inquiry check, drug screen and physical, at the City's expense, prior to final acceptance of placement by the City.

11. CONTINUING OBLIGATIONS.

Notwithstanding the termination of this Agreement for any reason, the provisions of SECTION 7 CONFIDENTIALITY of this Agreement will continue in full force and effect following such termination.

12. BINDING EFFECT.

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties. This Agreement may not be assigned by Contractor without the written consent of the City.

13. CUMULATIVE RIGHTS.

The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

14. WAIVER.

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. SEVERABILITY.

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the City and Contractor.

17. NOTICE.

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The City:

City Clerk
City of Wyoming
1155-28th Street S.W.
P.O. Box 905
Wyoming, Michigan 49506-0905

Contractor:

Life Therapeutic Solutions, Inc.
248 Thurston
Wyoming, Michigan 49548.

Either party may change such addresses from time to time by providing notice as set forth above.

18. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF WYOMING:

Date: _____ By: _____
Jack A. Poll

Its: Mayor

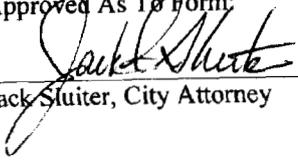
Date: _____ By: _____
Heidi A. Isakson

Its: Clerk

CONTRACTOR:

Date: _____ By: _____

Approved As To Form:



Jack Sluiter, City Attorney



City of Wyoming

INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, employees and all parties involved, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, employees, subcontractors, licensees, invitees, and all parties involved.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, subcontractors, licensees, invitees and all parties involved, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, employees, subcontractors, licensees, invitees, and all parties involved associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

COMPANY NAME

TITLE

SIGNATURE

DATE

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN
AGREEMENT WITH THE COUNTY OF KENT TO PERFORM SUB-RECIPIENT
MONITORING SERVICES ON BEHALF OF THE CITY OF WYOMING

WHEREAS:

1. Federal Housing and Urban Development (HUD) regulations require the City of Wyoming to monitor its Community Development Block Grant (CDBG) program sub-recipients.
2. Due to limited staffing and expertise, it is deemed in the best interest of the citizens of Wyoming to enter into an agreement with the County of Kent to perform such monitoring services on its behalf.
3. The County of Kent has agreed to perform such services for a not-to-exceed amount of \$2,000.
4. Funding to support this agreement is available in the CDBG fund, specifically account number 256-400-17512-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to enter into an agreement with the Count of Kent to perform monitoring services on behalf of the City of Wyoming for an amount not to exceed \$2,000.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Agreement

INTEROFFICE MEMORANDUM

TO: CURTIS HOLT, CITY MANAGER
FROM: REBECCA RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES
SUBJECT: KENT COUNTY AGREEMENT TO PERFORM MONITORING SERVICES
DATE: NOVEMBER 7, 2011
CC: BARB VANDUREN, DEPUTY CITY MANAGER; LINDA LIKELY, DIRECTOR OF COMMUNITY DEVELOPMENT DEPARTMENT, KENT COUNTY

With the recent retirement of Patrick Gaffney, coupled with the appointment of a new federal Housing and Urban Development (HUD) contract auditor to the City of Wyoming's Community Development Block Grant (CDBG) program, extensive review of our CDBG activities, their administration, and compliance with national objectives and federal regulations is underway.

As part of this review, HUD has recently directed that our agreements with Home Repair Services, Fair Housing Center of Western Michigan, and Compassion the Way are to be classified as sub-recipients per federal regulations, rather than the historical classification of contracted services. This change requires the City of Wyoming to establish a detailed monitoring process of their financial and programmatic performance as sub-recipients. Such a process is to include risk assessment, sub-recipient notification, desk audit, on-site monitoring (data gathering, analysis, interviews, exit conferences), and final determination. As you can infer, monitoring is labor intensive and requires a level of expertise in HUD regulations. Currently the City of Wyoming lacks in both regards – staffing and expertise.

In order to make up for these deficits, staff has reached out to HUD, the City of Grand Rapids, the City of Norton Shores, the City of Muskegon, and Kent County to explore various collaborative models. This continuing review revolves around immediate needs, such as monitoring, as well as long-term needs such as administration. One outcome for this review is our immediate desire to enter into an agreement with Kent County to represent the City of Wyoming in performing the necessary monitoring of our sub-recipients.

Significant dialog and review has occurred between my office and that of Kent County Community Development Director Linda Likely in establishing an agreement which harnesses the County's expertise in monitoring and leveraging staffing. Director Likely has been a true partner in developing this agreement, with a foundational goal of all parties to draft an agreement which protects the City of Wyoming's CDBG program, and maintain both HUD's and the public's trust in each entity's ability to provide for their core services. Per this agreement Kent County Community Development will perform a yearly on site monitoring visit to each of our service organizations to verify that the sub-recipient is operating in accordance with its City of Wyoming contract and applicable HUD regulations as well as to ensure that service files contain all the required documentation.

With your support, I request the opportunity to present this agreement to the City Council at the November 14, 2011 Work Session, and subject to their support, move the matter to the November 21, 2011 Regular Meeting agenda for final approval.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
MONITORING SERVICES AGREEMENT**

This Community Development Block Grant Program Monitoring Services Agreement (the "Agreement") is entered by and between the **City of Wyoming** (hereinafter referred to as the "City"), a Michigan home rule city, the address of which is 1155 28th Street, SW, City, Michigan 49509, and the **County of Kent** (hereinafter referred to as the "County"), a Michigan municipal corporation, through its Community Development Department, the address of which is 300 Monroe Avenue NW, Grand Rapids, Michigan 49503. This Agreement is effective October 1, 2011.

Recitals

1. To ensure compliance with federal regulations, the City desires to enter into an agreement with the County to perform monitoring services of the City's Community Development Block Grant Program's (CDBG) subrecipient contracts.
2. The City does not have sufficient personnel to perform monitoring of the CDBG subrecipient contracts as required by federal regulations to successfully administer its CDBG federal grant program.
3. The County has personnel who are trained and qualified to provide the monitoring services desired by the City under this Agreement, and are willing to provide such services to the City.

Now therefore, for good and valuable consideration, the sufficiency of which is acknowledged hereto, the parties agree as under.

Section 1: Monitoring Services

- A. Subject to the terms of this Agreement, the City hereby retains the services of the County to perform monitoring services of the City's CDBG Program subrecipients: Home Repair Services, Fair Housing of Western Michigan, and Compassion This Way (hereinafter collectively referred to as 'Subrecipients'). Such monitoring services shall be consistent with U.S. Department of Housing and Urban Development's (HUD) mandated requirements.
- B. The City will continue to remain responsible for the overall administration of the CDBG program and for determining compliance by the subrecipients with all CDBG program requirements.

Section 2: Duties of the County

- A. The County will perform on-site monitoring once a year of each subrecipient, and may conduct the monitoring concurrently of the common subrecipients of the City and County in a manner which is consistent with HUD's monitoring requirements.
- B. The County shall maintain for the City complete records of the services performed pursuant to this Agreement. Such records shall include reports of inspections, on-site monitoring review check lists, related correspondence, correction notices and approvals. Monitoring reports including information such as national objective, eligibility, files sampled, scheduled on-site inspection date, completed date, and monitoring results, including correction notices shall be provided to the City within sixty (60) days of the monitoring visit.
- C. The County will provide all records and reports to the City, upon request, to satisfy the City's audit requirements.
- D. The County will provide all records and reports to the City, upon request, to satisfy monitoring visits conducted by HUD.

Section 3: Duties of the City

- A. The City shall provide the County with all information necessary to conduct and complete the monitoring services, including but not limited to, project proposals, eligibility determination, awards, contracts, invoices, payments, quarterly and annual reports, draw records, and communications.
- B. The City will provide the County access to the City of Wyoming's Five Year Consolidated Plan, Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report.
- C. The City shall be responsible for the enforcement of any agreed upon sanctions of the subrecipients as a result of the monitoring services of the County.
- D. The City shall also be responsible for enforcement of any corrective actions with regards to any findings or concerns relating to subrecipients pursuant to the monitoring report prepared by the County.
- E. The City shall also be responsible for the enforcement of any sanctions of the subrecipients as a result of the monitoring by the County.
- F. The City shall be responsible for the tracking of corrective actions and sanctions as a result of the monitoring by the County.

- G. The City will remain the entity responsible for compliance as it pertains to the eligibility of the activities and how the activities are carried out.
- H. The City shall provide any follow up technical assistance required by the subrecipients.
- I. Any disagreements between the City and the County will be decided by contacting the HUD CPD representative for technical assistance.

Section 4: Equipment and Supplies

- A. The County shall provide and maintain, at its own expense, such equipment and supplies necessary to perform the duties required by this Agreement.

Section 5: Motor Vehicle

- A. The County shall provide any motor vehicles required for the performance of its duties pursuant to this Agreement and shall be responsible for all expenses associated with the operation of such motor vehicles, including gasoline, maintenance, repairs, insurance, and all incidental costs. Motor vehicles shall be in good repair and identifiable as representing the municipality.

Section 6: Compensation

- A. As compensation for the monitoring services provided under this Agreement, the City shall pay the County an amount not to exceed Two Thousand (\$2,000) Dollars.
- B. The County shall not be entitled to any benefits or payments of any kind in the provision of these services, except as provided for in this paragraph.
- C. The County will invoice the City for services rendered after completion of all monitoring services under this Agreement, and the City agrees to reimburse the County within thirty (30) days of submission of invoices.

Section 7: Subrecipient Contract

- A. In the performance of all work, duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the County, its officers and employees are and shall at all times be acting and performing services as a subrecipient contract with the City.
- B. The City shall neither have nor exercise any control or direction over the methods by which the County's personnel perform the work and functions called for under this Agreement, except that the County agrees at all times to comply completely and fully

with the provisions of this Agreement and applicable federal laws and regulations.

- C. The City may perform or cause to be performed random quality assurance actions related to the monitoring services provided.

Section 8: Insurance and Indemnification

- A. City and County shall at all times secure and maintain in force comprehensive general liability insurance. This insurance shall be written in comprehensive form and shall protect against all claims for personal and bodily injuries to members of the public and damage to property arising from any act or omission of the providing municipality under this Agreement. The parties acknowledge that the insurance liability limits provided may include self-insurance retention under the terms of a municipal self-insurance risk management program (e.g. Michigan Municipal Risk Management Authority). In addition, the City shall indemnify the County, to the full extent permitted by law, from and against claims arising out of the County's provision of services pursuant to this Agreement except for claims caused by the County's gross negligence or intentional acts.

The liability limits shall not be less than:

| | |
|------------------|--|
| Bodily Injury: | \$1,000,000.00 each occurrence; \$2,000,000.00 aggregate. |
| Property Damage: | \$1,000,000.00 each occurrence; \$2,000,000.00 aggregate. |

The City and County shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim, and shall cooperate with each other whenever any claim is filed with respect to the services rendered pursuant to this Agreement.

Section 9: Term

- A. The term of this Agreement shall commence on the date above written and will remain effective for a period of one year thereafter. The parties may agree to extend the term of the Agreement upon mutual agreement evidenced in writing.

Section 10: Termination by Notice

- A. This Agreement may be terminated by the City or County, without cause or reason, at any time, upon thirty (30) business days' written notice to the other party. In the event of termination, the City shall pay to the County any and all amounts due for work performed under the Agreement to the date of termination.

Section 11: Miscellaneous

- A. This Agreement shall not be assigned without the prior written consent of the other party.
- B. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, assigns, and successors.
- C. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated above or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. Alternative means of transmittal utilizing electronic media may be used as agreed upon by both parties and in conformance with applicable laws and regulations pertaining to its use.
- D. Records shall be retained in conformance with in compliance with CDBG regulations. All records related to this Agreement shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.
- E. Freedom of information requests related to the services provided in this agreement shall be processed according to rules governing such requests. Parties of this agreement shall promptly notify one another of such requests.
- F. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law.
- G. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
- H. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect.
- I. This Agreement represents the entire understanding and agreement between the parties, and all prior understandings and agreements are specifically merged in this Agreement.
- J. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

CITY OF WYOMING

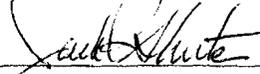
By: _____
Jack Poll, Mayor

Date: _____

By: _____
Heidi Isakson, Clerk

Date: _____

Approved as to form



Jack Sluiter
Attorney, City of Wyoming

COUNTY OF KENT

By: _____
Sandi Frost Parrish, Chair
Board of Commissioners

Date: _____

Approved as to form

Sangeeta Ghosh
Kent County Assistant Corporate Counsel

Attest

Mary Hollinrake
Kent County Clerk

Date: _____

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE CITY OF KENTWOOD FOR CODE INSPECTION SERVICES

WHEREAS:

1. The cities of Wyoming and Kentwood desire to assist each other with building code inspections due to vacations and fluctuating staffing levels.
2. Both cities have personnel who are properly licensed and certified to provide the inspections.
3. Compensation for services when requested shall be \$250 per plan review and \$55 per inspection.
4. Funding to support this agreement is available in the Building Inspections fund, specifically account number 249-371-37100-810.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to enter into an agreement with the City of Kentwood to perform code inspection services on behalf of the City of Wyoming.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Agreement

CODE INSPECTION SERVICES

AGREEMENT

This Code Inspection Services Agreement (the "**Agreement**") is made this _____ day of _____, 2011, between the City of Wyoming, a Michigan home rule city, the address of which is 1155 28th Street, SW, Wyoming, Michigan 49509 ("**Wyoming**"), and the City of Kentwood, a Michigan home rule city, the address of which is 4900 Breton Avenue, SE, Kentwood, Michigan 49508 ("**Kentwood**").

RECITALS

1. Wyoming and Kentwood desire to assist each other with inspections due to vacations and fluctuating staffing levels.

2. Both Wyoming and Kentwood have sufficient personnel who are properly licensed and certified to provide the inspections and review services called for under this Agreement and are amenable to providing those services on behalf of the other municipality, subject to the terms and conditions of this Agreement.

3. Wyoming and Kentwood are authorized to enter into this Agreement pursuant to Act No. 35 of the Public Acts of 1951, as amended and Act No. 8 of the Public Acts of 1967 (Ex. Sess.), as amended.

4. For purposes of this Agreement, "**Customer**" refers to the City that is receiving services and "**Provider**" refers to the City providing the inspectors for inspection services.

AGREEMENT

Now, therefore, for good and valuable consideration in and referred to in this Agreement, the sufficiency of which is acknowledged, the parties agree:

A. Retention. Subject to the terms of this Agreement, Wyoming and Kentwood hereby retain the services of the other (and its personnel), as independent contractors, to provide building, mechanical, plumbing, electrical, and fire suppression system inspection services consistent with state law.

B. Duties of Wyoming and Kentwood as Provider. Upon the separate written approval of the Customer, the Provider shall perform all designated building, mechanical, plumbing, electrical, and fire suppression system inspections and reviews for the Customer consistent with state law.

The Provider shall maintain for the Customer complete records of the services

performed pursuant to this Agreement. Complete records include reports of inspections, notices / orders issued, plan review check lists / related correspondence, correction notices and approvals. Inspection reports include information such as Permit Type, permit number, property address, scheduled inspection date, completed date, status and result.

The Provider will perform all designated services in a timely and competent manner which is satisfactory to the Customer; provided, however, that the Provider shall conduct any inspections within two business days of receiving a request for an inspection from the Customer's Building Official. Such services shall only be performed by Wyoming or Kentwood personnel properly and currently certified with the State of Michigan. The services to be performed by the Provider's personnel pursuant to this Agreement are acknowledged by the parties to be governmental functions in accordance with Act No. 170 of the Public Acts of 1964, as amended. Nothing herein shall be construed or interpreted as a waiver of the parties' privileges and immunities as agencies performing governmental functions under state law.

C. Equipment and Supplies. The Provider shall provide and maintain, at its own expense, such equipment and supplies necessary to perform the duties required by this Agreement.

D. Motor Vehicle. The Provider shall provide any motor vehicles required for the performance of its duties pursuant to this Agreement and shall be responsible for all expenses associated with the operation of such motor vehicles, including gasoline, maintenance, repairs, insurance, and all incidental costs. Motor vehicles shall be in good repair and identifiable as representing the municipality.

E. Compensation. As compensation for the services provided pursuant to this Agreement, the Customer shall pay the Provider in accordance with the following schedule of fees:

- (1) \$250.00 for any plan review.
- (2) \$55.00 per inspection for inspection services.

The Provider shall not be entitled to any benefits or payments of any kind in the provision of these services, except as provided for in this Paragraph. The Provider shall invoice the Customer monthly for services rendered and the Customer shall reimburse the Provider within 30 days of any invoicing.

F. Independent Contractor. In the performance of all work, duties and obligations pursuant to this Agreement, it is mutually understood and agreed that The Provider, its officers and employees are and shall be at all times acting and performing as independent contractors. The Customer shall neither have nor exercise any control or

direction over the methods by which the Provider's personnel perform the work and functions called for under this Agreement, except that the providing municipality agrees at all times to comply completely and fully with the provisions of this Agreement. The customer may perform or cause to be performed random quality assurance actions related to the service provided.

G. Comprehensive General Liability Insurance and Indemnification. Wyoming and Kentwood shall at all times secure and maintain in force comprehensive general liability insurance. This insurance shall be written in comprehensive form and shall protect against all claims for personal and bodily injuries to members of the public and damage to property arising from any act or omission of the providing municipality under this Agreement. The parties acknowledge that the insurance liability limits provided may include self-insurance retention under the terms of a municipal self-insurance risk management program (e.g. Michigan Municipal Risk Management Authority). In addition, the Customer shall indemnify the Provider, to the full extent permitted by law, from and against claims arising out of the Provider's provision of services pursuant to this Agreement except for claims caused by the Provider's gross negligence or intentional acts.

The liability limits shall not be less than:

| | |
|------------------|--|
| Bodily Injury: | \$1,000,000.00 each occurrence; \$2,000,000.00 aggregate. |
| Property Damage: | \$1,000,000.00 each occurrence; \$2,000,000.00 aggregate. |

Wyoming and Kentwood shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim, and shall cooperate with each other whenever any claim is filed with respect to the services rendered pursuant to this Agreement.

H. Term. The term of this Agreement shall commence on the date above written until terminated as provided herein.

I. Termination by Notice. This Agreement may be terminated by Wyoming or Kentwood, without cause or reason, at any time, upon ten (10) business days' written notice to the other party. In the event of termination, the Customer shall pay to the Provider any and all amounts due for work performed under the Agreement to the date of termination.

J. Effect of Termination. Upon termination or expiration of this Agreement, the parties shall have no further obligation to each other except for obligations accruing prior to

the effective date of the termination or expiration. However, Wyoming and Kentwood shall be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement.

K. Miscellaneous. This Agreement shall be non-assignable. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, assigns, and successors. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated above or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. Alternative means of transmittal utilizing electronic media may be used as agreed upon by both parties and in conformance with applicable laws and regulations pertaining to its use. Records shall be retained in conformance with State of Michigan General Record Retention and Disposal Schedule adopted by the respective community. Freedom of information requests related to the services provided in this agreement shall be processed according to rules governing such requests. Parties of this agreement shall promptly notify one another of such requests. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect. This Agreement represents the entire understanding and agreement between the parties, and all prior understandings and agreements are specifically merged in this Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

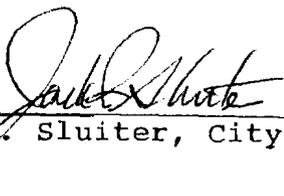
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF WYOMING

By: _____
Jack Poll, Mayor

By: _____
Heidi Isakson, Clerk

CITY OF KENTWOOD



Jack R. Sluiter, City Attorney

By: _____
Richard L. Root, Mayor

By: _____
Dan Kasunic, Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE
PURCHASE OF A VEHICLE

WHEREAS:

1. As detailed in the attached memorandum it is recommended unit 318-000 be replaced.
2. A Ford F-150 4x4 is available from Gorno Ford of Woodhaven, Michigan in the amount of \$20,973.00, using MiDeal, the State of Michigan's cooperative purchasing program.
3. Funds for the purchase of the vehicle are available in account number 662-441-58500-985000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a vehicle from Gorno Ford in the amount of \$20,973.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

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

ATTACHMENTS:
Memorandum
Quotation

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: November 15, 2011
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Replacement of Unit 318-000

Vehicle 318-000, is past due for replacement. Repair costs for the vehicle are beginning to be higher than the vehicle is worth. The vehicle was originally due for replacement in April of 2010.

The vehicle, a 2003 Dodge 1500 4x4 pick-up truck, is utilized by the Engineering section of the Public Works Department for the inspection of Public Works projects. The Engineering section has identified a Ford F-150 4x4 as an acceptable replacement vehicle.

The bids of the County of Oakland, the County of Macomb and the State of Michigan were reviewed for the replacement of vehicle 318-000. The State of Michigan's cooperative purchasing program, MiDeal, was determined to offer the best price of \$20,973.00 through Gorno Ford of Woodhaven, Michigan.

It is recommended that the vehicle be purchased from Gorno Ford. Funds for the purchase of this vehicle are budgeted in the Motor Pool Fund account number 662-441-58500-985000

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: 10/26/11

TO: TED SEIL, WYOMING MOTOR POOL
616-530-7273 (DIRECT) (FAX) 616-530-8464 SeilT@wyomingmi.gov

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com

RE: **MiDEAL #3958-0087 2012MY FORD F-150 SUPER CAB, 4x4, 145"WB, 6.5'BOX, SELECT COLOR/GRAY CLOTH, 3.6L V6, 6spd.A/T, 3.73 REG. AXLE, 6,900# - GVWR, P235/17 AT, A/C, TILT/CRUISE, AM/FM/CDw/CLOCK, TPMS, VINYL FLOOR, ADVANCE TRACw/ROLLSTABILITY CNTRL., TRAILER-SWAY CNTRL, DISC BRKS.w/ABS, FRNT./SIDE AIRBAGS, CAPLESS FUEL FILL, BLACK TUBE CAB STEPS, XL DÉCOR GRP.,**

F.O.B. DELIVERED TO WYOMING, MI \$20,973.00
(MSRP = \$31,870.00)

Price includes 2012MY increase from Ford Motor Company.

Current estimated lead time is 12-14 weeks from receipt of P.O.

RECOMMENDED OPTIONS:

| | |
|--|----------|
| ALL-WEATHER H.D. RUBBER FLOOR MATS | 89.00 |
| PWR. WINDOWS/LOCKS/MIRRORS | 1,150.00 |
| TRAILER TOW PKG. | 375.00 |
| TRAILER BRK. CNTRLR. | 230.00 |
| 3.73 LTD. SLIP AXLE | 400.00 |
| SPRAY-IN RHINO BEDLINER | 579.00 |
| MUNICIPAL SAFETY LIGHT PKG. | 1,250.00 |

(Includes; Front/Rear Amber LED Flashers, Roof-Mount LED Mini-Light Bar)

Please review, *select color / options*, sign and fax back or fax Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Wyoming. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF A
VACUUM TRUCK AND BUY-BACK OF AN EXISTING TRUCK

WHEREAS:

1. As detailed in the attached memorandum it is recommended vacuum truck 626-000 be replaced.
2. Jack Doheny Company has a vacuum truck available at a cost of \$364,771.50 using the National Intergovernmental Purchasing Alliance (NIPA) contract pricing.
3. Jack Doheny Company has offered to buy back the City's existing vacuum truck 626-000 in the amount of \$137,280.00, resulting in a net purchase price of \$227,491.50 for a new vacuum truck.
4. Funds for the purchase of the vacuum truck are available in account number 662-441-58500-985000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a vacuum truck from Jack Doheny Company in the net amount of \$227,491.50, which includes buy-back of an existing truck.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENT:
Memorandum

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: November 15, 2011
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Recommendation for the Replacement of the Emergency Vacuum Truck

The existing 2006 vacuum truck, 626-000, is currently up for replacement if the guaranteed buy-back program with the Jack Doheny Company is exercised. The truck is used for emergency sewer cleaning, watermain repairs, and catch basin cleaning. The truck is a vital piece of equipment to the Public Works operation and time lost due to maintenance or repairs needs to be kept to a minimum. As the truck has aged, the amount of maintenance needed to maintain this equipment is increasing. The maintenance costs have risen at a rate of approximately \$1,000 per month per year. Because of the increased maintenance cost, the vacuum truck should be replaced.

Multiple purchasing options were reviewed, including the State of Michigan's MiDEAL, Oakland County, Macomb County and the National Intergovernmental Purchasing Alliance. The National Intergovernmental Purchasing Alliance Company (National IPA) is a cooperative purchasing organization, established through a collaborative effort of public agencies across the United States with the specific purpose of reducing procurement costs by leveraging group volume. It offered the lowest purchase price for the vacuum truck. The replacement vacuum truck will be purchased from the Jack Doheny Company under the National Intergovernmental Purchasing Alliance. The Jack Doheny Company will also provide a guaranteed five-year buy-back for the replacement truck.

The replacement truck will be covered by a warranty of up to 5 years for the cab and chassis and up to 3 years for the service body. This will help reduce the overall monthly operating cost by approximately \$700 as follows:

| <u>Existing Truck</u> | | <u>Replacement Truck</u> | |
|-----------------------|--------------------|--------------------------|--------------------|
| Depreciation | \$ 2,130.00 | Depreciation | \$ 3,580.00 |
| Maintenance | <u>4,530.00</u> | Maintenance | <u>2,380.00</u> |
| Monthly Cost | <u>\$ 6,660.00</u> | Monthly Cost | <u>\$ 5,960.00</u> |

Equally important to reducing the maintenance cost is minimizing the amount of time that the vehicle is out of service. When this particular vehicle is out of service, a contractor must be hired to respond to water and sewer emergencies resulting in a higher cost and slower response.

Wyoming's net purchase price will be \$227,491.50 as follows:

| Summary of Cost | |
|------------------------|----------------------|
| Manufacturer Price | \$ 383,970.00 |
| NIPA Contract Discount | <u>(19,198.50)</u> |
| Purchase Price | <u>\$ 364,771.50</u> |
| Existing Unit Buy-Back | <u>(137,280.00)</u> |
| Net Purchase Price | <u>\$ 227,491.50</u> |

It is recommended that Wyoming purchase one Vactor vacuum truck from Jack Doheny Company under the National Intergovernmental Purchasing Alliance in the amount of \$227,491.50. Sufficient funds are available in the Motor Pool Fund, Capital Outlay Account 662-441-58500-985.000.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the purchase of the listed items as recommended in the attached memorandums and summarized below.

| Item | Recommended Bidder | Cost |
|-------------------------------|-----------------------------|---|
| Road Gravel | MarJo Construction Services | Bid prices as per the attached memorandum. |
| Blast Furnace Slag | Verplank Trucking Co. | Bid prices as per the attached memorandum |
| Winter Mix Bituminous Asphalt | Superior Asphalt | Bid prices as per the attached memorandum |
| Gate Valves | American AVK | Bid prices as per 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:

ATTACHMENT:
Memorandums
Tabulation Sheet

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: November 21, 2011
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Award of Bid for Gravel and Blast Furnace Slag

On Tuesday, October 11, 2011, the City received five (5) bids for road gravel and two (2) bids for blast furnace slag. The bids were sent to thirty-seven (37) prospective bidders. A tabulation of the bids received is shown below.

| Bidder | Road Gravel 22-A, M.D.O.T. (Per Ton) | Blast Furnace Slag 22-A, M.D.O.T. (Per Ton) |
|-----------------------------|---|--|
| MarJo Construction Services | \$6.28 | No Bid |
| Rusche's Trucking | \$6.46 | No Bid |
| Yellow Rose Transport | \$6.65 | \$15.50 |
| Verplank Trucking Co. | \$8.75 | \$14.25 |
| Grand Rapids Gravel, Co. | \$9.00 | No Bid |

Gravel and blast furnace slag are both used for road repairs. Gravel is mainly used in the summer and is used as a base for asphalt. Blast furnace slag is primarily used in the winter as a base for temporary asphalt repairs. Approximately 2,500 tons of gravel and 1,500 tons of blast furnace slag will be used throughout the year.

After reviewing the bids, it is recommended that the City award the bid for road gravel to the low bidder, MarJo Construction Services for approximately \$15,700.00, and the blast furnace slag to the low bidder, Verplank Trucking Co. for approximately \$21,375.00.

Sufficient funds have been budgeted in various sewer and water maintenance accounts; 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

MEMORANDUM

DATE: November 11, 2011
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Award of Bid for Winter Mix Bituminous Asphalt

On Tuesday, October 18, 2011, the City received three bids for temporary and permanent winter paving asphalts. An invitation to bid was sent to twenty-eight prospective bidders.

| On Winter Mix Asphalt | | | | |
|---|----------------------------|---|---|---|
| Opened By <u>The City Clerk</u> On <u>October 18, 2011</u> At <u>11:00 O'clock a.m.</u> | | | | |
| All bid prices firm for orders placed on or before November 15, 2012 | | | | |
| Item Description | Winter Cold Mix UPM | Permanent Winter Hot Mix (per ton) | Winter Cold Mix CP (Subsitution) | Winter Cold Mix Box X Cold Patch (Subsitution) |
| Superior Asphalt, Inc. | | \$ 95.00 | \$ 105.00 | |
| A-1 Asphalt Inc. | | \$ 89.00 | | |
| Rieth-Riley Construction | | | | \$ 90.00 |

The cold mix asphalt is utilized for temporary patching and the hot mix asphalt is utilized for permanent patching. The Public Works Department uses approximately 300 tons of cold mix asphalt and is picked up in loads of approximately 5 tons each. The Public Works Department uses approximately 300 tons of hot mix asphalt and is picked up in loads of approximately 2-3 tons.

Reith-Riley Construction, Co., submitted the lowest bid for cold mix asphalt; however, Reith-Riley's plant is located in Ada. The additional cost for labor, equipment, and fuel will exceed the \$15.00 per ton difference in the cost of the asphalt from Superior Asphalt; therefore, the Public Works Department recommends that the City Council award the bid for cold mix asphalt to Superior Asphalt at the bid price of \$105.00 per ton.

A-1 Asphalt, Inc. submitted the lowest bid for hot mix asphalt; however, A-1 Asphalt's plant is located in Moline. The additional cost for labor, equipment, and fuel will exceed the \$6.00 per ton difference in the cost of the asphalt from Superior Asphalt; therefore, the Public Works Department recommends that the City Council award the bid for hot mix asphalt to Superior Asphalt at the bid price of \$95.00 per ton.

Sufficient funds have been budgeted in various Street Fund, Sewer Fund, and Water Fund maintenance accounts; 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

MEMORANDUM

DATE: November 15, 2011

TO: Mayor and City Council

FROM: William D. Dooley, Director of Public Works

SUBJECT: Award of Bid for Gate Valves

On Tuesday, November 1, 2011, the City received six bids for gate valves. An invitation to bid was sent to forty-three prospective bidders. Two of the bidders failed to identify the brand of the gate valve they would provide. Of the four bids meeting the specifications, American AVK submitted the lowest bid. A tabulation of the bids is attached.

It is recommended that the City award the bid for gate valves to the lowest qualified bidder, American AVK. Approximately \$25,000 will be spent on water main valves during the next twelve months.

Sufficient funds have been budgeted in the Water Fund, watermain maintenance account, 591-441-56200-775.000.

Attachment: Tabulation of Bids

CITY OF WYOMING, MICHIGAN
 TABULATION OF BIDS

ON GATE VALVES

Opened By City Clerk On November 1, 2011 At 11:00 a.m. o'clock

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

| Item Description | Estimated Quantity | J & S Valve | | American AVK | | Etna Supply Co. | | JETT Pump and Valves | | East Jordan Iron Works East Jordan, Inc. | | Kennedy Industries, Inc. | |
|-----------------------|--------------------|-----------------------|--------------|---------------|--------------|------------------------|--------------|-----------------------|--------------|---|--------------|--------------------------|--------------|
| | | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 6" (Open Left/Right) | 12 | \$ 361.44 | \$ 4,337.28 | \$ 366.20 | \$ 4,394.40 | \$ 385.00 | \$ 4,620.00 | \$ 386.68 | \$ 4,640.16 | \$ 395.18 | \$ 4,742.16 | \$ 486.00 | \$ 5,832.00 |
| 8" (Open Left/Right) | 12 | \$ 561.60 | \$ 6,739.20 | \$ 580.11 | \$ 6,961.32 | \$ 599.00 | \$ 7,188.00 | \$ 615.48 | \$ 7,385.76 | \$ 636.29 | \$ 7,635.48 | \$ 767.00 | \$ 9,204.00 |
| 12" (Open Left/Right) | 12 | \$ 1,105.20 | \$ 13,262.40 | \$ 1,147.42 | \$ 13,769.04 | \$ 1,199.00 | \$ 14,388.00 | \$ 1,214.40 | \$ 14,572.80 | \$ 1,255.47 | \$ 15,065.64 | \$ 1,565.00 | \$ 18,780.00 |
| Grand Total: | | \$24,338.88 | | \$25,124.76 | | \$26,196.00 | | \$26,598.72 | | \$27,443.28 | | \$33,816.00 | |
| Brand Bid: | | NO BRAND SUBMITTED | | Americian AVK | | Americian Flow Control | | NO BRAND SUBMITTED | | East Jordan Iron Works | | American AVK | |

ORDINANCE NO. 13-11

AN ORDINANCE TO AMEND SECTIONS 6-1, 6-51,
6-52, 6-53, 6-57, 6-58 AND TO REPEAL SECTION 6-60
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 6-1 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 6-1. Enforcement of Chapter - Penalty.

Any sworn police officer may enforce the provisions of this chapter. Violation of any provision of this chapter shall be a misdemeanor.

Section 2. That Section 6-51 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 6-51. Definitions.

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

Kennel means an establishment wherein three or more dogs are maintained including dogs kept for sale, boarding, breeding or training purposes. Such kennel facilities shall be so constructed as to prevent the public or stray dogs from obtaining entrance thereto and gaining contact with dogs lodged in the kennel.

Dangerous animal means a dog or other animal that bites or attacks a person, or a dog that bites or attacks and causes serious injury or death to another dog while the other dog is on the property or under the control of its owner. However, a dangerous animal does not include any of the following:

(i) An animal that bites or attacks a person who is knowingly trespassing on the property of the animals owner.

(ii) An animal that bites or attacks a person who provokes or torments the animal.

(iii) An animal that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.

Owner means a person who owns or harbors a dog or other animal.

Provoke means to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack by an ordinary dog or animal.

Serious injury means permanent, serious disfigurement, serious impairment of health, or serious impairment of a bodily function of a person.

Torment means an act or omission that causes unjustifiable pain, suffering, and distress to an animal, or causes mental and emotional anguish in the animal as evidenced by its altered behavior, for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack.

Section 3. That Section 6-52 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 6-52. License Required.

No person shall keep, harbor or have the care or charge of any dog, male or female, of the age of six months or over within the city unless such dog shall wear a collar to which is attached a license tag obtained from Kent County.

Section 4. That Section 6-53 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 6-53. Dangerous Dogs.

No person owning, possessing or having charge of any dangerous dog as defined herein shall permit or allow the dog to be at large in the city. Such dog shall be housed in an enclosure not accessible to the public.

Section 5. That Section 6-57 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 6-57. Impoundment.

Any animal control officer or any police officer may impound any dog found running at large, which may then be reclaimed by its owner. Notwithstanding any provision of this chapter to the contrary, any animal control officer or any police officer may impound any dog involved in an occurrence in which the owner, possessor, or person having charge of such dog is charged pursuant to section 6-53 until and at such time as said charge is finally determined.

Section 6. That Section 6-58 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 6-58. Kennels – License required; fee.

Any person, except the police department's K-9 program, who keeps or operates a kennel as defined in this chapter shall be required to obtain and maintain a kennel license from Kent County.

Section 7. That Section 6-60 is hereby repealed.

Section 8. This ordinance shall be in full force and effect on the 6th day of December, 2011

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 21st day November, 2011.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 13-11

JRS/sak
9/19/11

ORDINANCE NO. 14-11

AN ORDINANCE TO AMEND SECTION 2-198
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS.

Section 1. That Sec. 2-198 is hereby amended to read as follows:

Sec. 2-198. Election of Chairman, term; meetings and rules; recordkeeping.

The planning commission shall elect its chairman from among the appointed members and create and fill such other of its offices as it may determine. The term of chairman shall be one year, with eligibility for reelection. The planning commission shall hold at least one regular meeting in each month. Regular meetings of the planning commission shall be held in accordance with the meeting schedule adopted by resolution of the city council. Special meetings of the planning commission shall be held on any day other than Monday because of the possible conflict of the times and location of the meetings of the city council. It shall adopt rules. Transaction of business shall be kept by a record of its resolutions, transactions, findings and determinations. The record shall be public.

Unless otherwise provided by statute, any action of the commission shall require an affirmative vote of a majority of the members of the whole commission.

Section 2. This ordinance shall be in full force and effect on the 6th day of December, 2011.

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 21st day of November, 2011.

Heidi A. Isakson
Wyoming City Clerk