

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, SEPTEMBER 17, 2012, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation**  
Pastor David Christian, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of September 4, 2012 and the work session of September 10, 2012
- 7) Approval of Agenda**
- 8) Public Hearings**  
7:01 p.m. To consider Approval of an Application for an Industrial Facilities Exemption Certificate for HME Incorporated  
7:02 p.m. To consider Approval of Applications for Industrial Facilities Exemption Certificates for PVI Industrial Cleaning
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
    1. Prisoner of War/Missing in Action Recognition Day (September 21, 2012)
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

  - a) To Set a Public Hearing for the Adoption of the City of Wyoming Recreation Plan, 2013 Through 2017 (December 3, 2012 at 7:01 p.m.)
  - b) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Die-Tech & Engineering, Inc. in the City of Wyoming (October 1, 2012 at 7:01 p.m.)
  - c) To Confirm the Appointment of Kevin VanTimmeren as a Member of the Board of Directors of the City of Wyoming Downtown Development Authority
  - d) To Authorize Members of the City Council to Attend the Michigan Municipal League Annual Convention

- e) To Authorize Members of the City Council to Attend the South Kent Government Matters Annual Luncheon

**15) Resolutions**

- f) To Approve the Application of HME Incorporated 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
- g) To Approve the Applications of PVI Industrial Cleaning for Industrial Facilities Exemption Certificates in the City of Wyoming for New Facilities and Authorizing the Mayor and City Clerk to Sign the IFT Agreement

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

- h) To Authorize the Mayor and City Clerk to Enter into an Agreement for Code Inspection Services with the Cities of Kentwood and Grand Rapids
- i) To Authorize the Mayor and City Clerk to Enter into a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. (AAAWM) in Support of Older Adult Transportation and to Authorize the Related Budget Amendment (Budget Amendment No. 14)
- j) To Authorize the Mayor and City Clerk to Enter into Recreation Facility Use Agreements with Wyoming Public Schools
- k) 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
- l) To Authorize Additional Funds for the Work at the Intersection of Highway M-11 (28<sup>th</sup> Street) and Byron Center Avenue Performed by the Michigan Department of Transportation
- m) To Authorize the Michael Avenue Preliminary Design Study (Budget Amendment No. 15)
- n) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Reconstruction of the Intersection at 28<sup>th</sup> Street and Clyde Park Avenue (Budget Amendment No. 17)
- o) To Authorize the Purchase of De-Icing Salt from the North American Salt Company
- p) To Accept a Proposal for Cathodic Protection Systems
- q) To Award a Bid for Repair of the Transmission Pipeline (Budget Amendment No. 16)
- r) For Award of Bids
  - 1. Carbon Media
  - 2. Parks & Recreation Brochure Design Services

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

**20) Closed Session** (as necessary)

**21) Adjournment**

**PROCLAMATION**

**PRISONER OF WAR/MISSING IN ACTION RECOGNITION DAY  
September 21, 2012**

*WHEREAS, the United States has fought in many wars, one of the longest was the Vietnamese Conflict; and*

*WHEREAS, Friday, September 21, 2012 is a day of remembrance for those who suffered as prisoners of war or are still missing as a result of any conflict; and*

*WHEREAS, although cooperation has increased within the past few years, there are still nearly 1700 American servicemen and civilians including 50 from the state of Michigan missing and unaccounted for in Indochina. There is also one missing from Michigan from the Gulf War. The uncertainty surrounding their fates has caused their families to suffer great hardship; and*

*WHEREAS, increasing public awareness and focusing public attention on this issue is one way to help achieve this goal;*

*NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan do hereby proclaim September 21, 2012, as*

**PRISONER OF WAR/MISSING IN ACTION RECOGNITION DAY**

*in the City of Wyoming, and urge all of our citizens to take note of this important issue and remember those serviceman and civilians who were prisoners of war and those who are still missing and to commemorate the day with appropriate activities.*

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**JACK A. POLL, MAYOR  
City of Wyoming, Michigan**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SET A PUBLIC HEARING FOR THE ADOPTION OF THE CITY OF  
WYOMING RECREATION PLAN, 2013 THROUGH 2017

WHEREAS:

1. The Michigan Department of Natural Resources (DNR) requires that, as a prerequisite to qualifying for DNR recreation development grants, communities must have an adopted fire-year recreation plan, incorporating the requested projects.
2. For the past thirty-five (35) years, the City of Wyoming has had recreation plans and received numerous State and Federal recreation grants based on said plans.
3. The City of Wyoming uses such plans in prioritizing recreation program development and use of its limited capital and operating dollars.
4. The DNR requires that the City of Wyoming hold a public hearing on the adoption of the recreation plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set a public hearing on whether to adopt the City of Wyoming Recreation Plan, 2013-2017, which shall be held at 7:01 p.m. on December 3, 2012 in the City Council Chambers, City Hall, 1155 – 28<sup>th</sup> Street SW, Wyoming, Michigan.
2. Notice of this hearing 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

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN  
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR  
DIE-TECH & ENGINEERING, INC. IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 197, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 17809 on October 21, 1996.
2. Die-Tech & Engineering, 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 197, with an estimated cost of \$1,000,000 for real property and \$1,675,000 for personal property to be located at 4620 Herman Avenue 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 Die-Tech & Engineering, Inc., for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on October 1, 2012, in the City Council Chambers, City Hall, 1155 28<sup>th</sup> 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: September 17, 2012.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:        Staff Report  
                                  Exhibit A – Legal Description

Resolution No. \_\_\_\_\_

Staff Report

Date: 09/11/2012  
Subject: Die-Tech Engineering, Inc.  
From: Kelli VandenBerg, Assistant to the City Manager  
Meeting Date: September 17, 2012 City Council Meeting

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Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Die-Tech Engineering, Inc. based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Die-Tech Engineering has proven to be responsible and cooperative in its efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City's Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local manufacturer, encourage continued investment by Die-Tech Engineering and provide additional employment opportunities to the area.

Discussion:

Die-Tech Engineering has been operating and growing in the City of Wyoming for 28 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	4620 Herman Avenue SW Wyoming, MI 49509
Personal Property:	\$1,675,000.00
Real Property:	\$1,000,000.00
Estimated Jobs:	4 new jobs 45 retained jobs
Starting date of project:	September 2012

Die-Tech Engineering seeks to expand its manufacturing operations to allow diversification into prototype and aerospace manufacturing and to meet the increasing demand for die casting and

molding services in the area. This planned expansion will allow the company to increase production in order to support growing demand for its products and will require an additional 4 positions to support its operations.

**Budget Impact:**

The estimated first year tax savings for Die-Tech Engineering, which is located in the Kelloggsville Public School District is \$84,391.17.

**EXHIBIT A**

**Legal Description**

**Address:** 4620 Herman Avenue SW, Wyoming, MI 49509

**Tax Parcel No.:** 41-17-26-276-029

**Legal Description:**

LOTS 2 & 3 \* NOORMAN INDUSTRIAL PLAT

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONFIRM THE APPOINTMENT OF KEVIN VANTIMMEREN  
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE  
CITY OF WYOMING DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Kevin VanTimmeren has submitted an application requesting appointment to the Downtown Development Authority for the City of Wyoming.
2. A vacancy exists in an unexpired term ending January 1, 2016 on the Downtown Development Authority.
3. Mayor Jack Poll has recommended that Kevin VanTimmeren be appointed as a member of the Board of Directors of the City of Wyoming Downtown Development Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Kevin VanTimmeren as a member of the Board of Directors of the City of Wyoming Downtown Development Authority for the unexpired term ending January 1, 2016.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: September 17, 2012.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO  
ATTEND THE MICHIGAN MUNICIPAL LEAGUE ANNUAL CONVENTION

WHEREAS:

1. The 2012 Michigan Municipal League's Annual Convention will be held at Mackinac Island, MI, October 3 through October 5, 2012
2. It is the desire of the City Council that Wyoming be represented at the conference by Mayor Jack Poll, Sam Bolt, and William VerHulst.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the 2012 Michigan Municipal League's Annual Convention on October 3 through October 5, 2012 and
2. That Councilmembers will submit their expense reports at the conclusion of the conference for approval at the next regular City Council meeting.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

09/17/2012  
Manager/JB

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS:

1. The Wyoming-Kentwood Area Chamber of Commerce will be hosting the South Kent Government Matters Annual Luncheon on September 24, 2012, and
2. It is the desire of the City Council that Wyoming be represented at the luncheon.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the South Kent Government Matters Annual Luncheon on September 24, 2012 and
2. That Councilmembers will submit their expense reports at the conclusion of the conference for approval at the next regular City Council meeting.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

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Heidi A. Isakson, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE THE APPLICATION OF HME INCORPORATED  
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. The City established Industrial Development District Number 290, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 24262 on September 4, 2012.
2. HME, Incorporated, has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to a new facility to be acquired and installed within Industrial Development District 290, with an estimated cost of \$125,000.00 for personal property to be located at 2000 Byron Center Court SW.
3. Before acting on this application, the City Council held a public hearing on September 4, 2012, in the Council Chambers, City Hall, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before August 2, 2012, 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 certificate 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 HME, Incorporated, 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 290, to wit:

Address: 2000 Byron Center Court SW, Wyoming, MI 49519

Parcel No.: 41-17-10-101-018

Legal Description:

PART OF SW 1/4 OF SEC 3 COM 50.08 FT N 3D 25M 00S W ALONG W SEC LINE & 159.37 FT N 89D 54M E FROM SW COR OF SEC TH N 89D 54M 00S E 100.82 FT PAR WITH S SEC LINE TO W LINE OF GRAPEWOOD PARK ADD TH S 7D 08M 00S W ALONG SD W LINE TO S SEC LINE TH S 89D 54M 00S W TO A LINE BEARING S 7D 08M 00S W FROM BEG TH N 7D 08M 00S E TO BEG ALSO PART OF NW 1/4 OF SEC 10 COM AT NW COR OF SEC TH S 0D 06M 56S W ALONG W SEC LINE 252.30 FT TH S 89D 53M 04S E 207.69 FT TO FORMER ELY LINE OF CONRAIL RR R/W /100 FT WIDE/ TH N 10D 10M 45S E ALONG ELY LINE OF SD RR R/W 243.68 FT TO N SEC LINE TH N 87D 03M 15S W ALONG N SEC LINE 249.87 FT TO BEG \* SEC'S 3 & 10 T6N R12W 1.43 A.

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period of seven (7) years.
4. The Mayor and City Clerk are authorized to sign the IFT agreement with HME, Incorporated.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: September 17, 2012.

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Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:        Staff Memo  
                                  IFT Agreement

Resolution No. \_\_\_\_\_

Staff Report

Date: 08/13/2012  
Subject: HME, Incorporated  
From: Kelli VandenBerg, Assistant to the City Manager  
Meeting Date: September 4, 2012 City Council Meeting

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Recommendation:

Staff recommends a seven (7) year IFT abatement be granted to HME, Incorporated based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

Environmental Quality – HME, Incorporated has proven to be responsible and cooperative in its efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City’s Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local manufacturer, encourage continued investment by HME and provide additional employment opportunities to the area.

Discussion:

HME has been operating and growing in the City of Wyoming for 27 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	2000 Byron Center Court SW Wyoming, MI 49519
Personal Property:	\$125,000.00
Real Property:	\$ 0.00
Estimated Jobs:	5 new jobs 5 retained jobs
Starting date of project:	August 2012

HME, Incorporated seeks to expand its manufacturing operations to support increased production of fire apparatus product lines and intends to do so by expanding its 1950 Byron

Center facility and adding operations to the vacant facility at 2000 Byron Center. This planned expansion will allow the company to increase production in order to support growing demand for its products and will require an additional 5 positions to support its operations.

**Budget Impact:**

The estimated first year tax savings for HME, which is located in the Wyoming Public School District, is \$3,987.26.

## INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of September 17, 2012, pursuant to 1974 PA 198, as amended, MCL 207.552 *et seq.* (“Act 198”) between the City of Wyoming, a local governmental unit as defined in Act 198, the address of which is 1155 – 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and HME, Incorporated, the address of which is 1950 Byron Center Avenue SW, Wyoming, MI 49519 (the “Company”).

### RECITALS

- A. The Company applied for an Industrial Facilities Tax Abatement pursuant to Act 198 on the application a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- B. Following a public hearing on September 17, 2012, the City Council of the City adopted a resolution to approve the tax abatement for a period of seven (7) years conditional upon the parties entering into this Agreement (the “Abatement”) for the property located at 2000 Byron Center Avenue SW, in the City (the “site of the Abatement”).
- C. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the tax abatement.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree:

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$125,000.00 in improvements to its property in the City and that at least 5 new job(s) will be created and at least 5 jobs will be retained as a result of that investment. The Company further pledges that those improvements will remain in place or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Abatement and the jobs created and maintained will remain in existence within the City for at least 2 years after the expiration of the term of the Abatement.
- 2. The City is relying upon and the Company agrees the City may rely upon the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2014) and each December 31 thereafter the Company shall submit a letter to the City, stating:
  - (a) The number of new jobs projected in the Application to be created and retained upon the project’s completion and the actual number of new jobs created.
  - (b) The number of employees at the time of the Application and the current number of employees.
  - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
  - (a) The City may either:
    - (1) Apply the criteria in the City Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels and project costs as stated in the letter, or

(2) If the number of new jobs or the cost of the project is substantially below that stated in the application for reasons within the control of the Company, the City Council may recommend revocation of the Abatement.

(b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Abatement if:

(1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or

(2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.

(c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Abatement as granted.

(a) If, at any time during the term of the Abatement or two years following the expiration or early termination of the Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations on the site of the Abatement, or the City determines that the company has discontinued or substantially curtailed its operations on the site of the Abatement, or the no longer employs on the Site of the Abatement the number of employees represented in the Application and in this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City an amount equal to the total taxes abated by the City under the Abatement.

(b) In making any decision under the preceding subparagraph (a) the City Council shall consider whether:

(1) Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation on the site of the Abatement; or

(2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor intentional, and the City has reasonably received the benefits anticipated from granting the Abatement.

(c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

6. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.

7. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

The parties have signed this Agreement as of the date first written above.

CITY OF WYOMING

HME, INCORPORATED

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Heidi A. Isakson, City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date signed: \_\_\_\_\_, 2012

Date signed: \_\_\_\_\_, 2012

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE THE APPLICATIONS OF PVI INDUSTRIAL CLEANING  
FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES  
IN THE CITY OF WYOMING FOR NEW FACILITIES AND  
AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS:

1. The City established Industrial Development District Numbers 291 and 292, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 24263 on September 4, 2012.
2. PVI Industrial Cleaning has filed applications for Industrial Facilities Exemption Certificates under PA 198 of 1974, with respect to new facilities to be acquired and installed within Industrial Development District 291 and 292, with an estimated cost of \$75,000 for real property and \$375,000 for personal property to be located at 2632 28<sup>th</sup> Street SW, and with an estimated cost of \$25,000 in real property and \$320,000 in personal property to be located at 2824 Clydon Avenue SW.
3. Before acting on these applications, the City Council held a public hearing on September 17, 2012, in the Council Chambers, City Hall, 1155 28<sup>th</sup> 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 were afforded an opportunity to be heard on these applications.
4. Construction of the facilities and installation of new machinery and equipment had not begun earlier than six (6) months before August 9, 2012, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facilities is calculated to and will, at the time of issuance of the certificates, 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 these certificates, 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 Certificates 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 applications from PVI Industrial Cleaning for Industrial Facilities Exemption Certificates, with respect to new facilities on the following described parcels of real property situated within Industrial Development District 291 and 292, to wit:

Address: 2632 28<sup>th</sup> Street SW, Wyoming, MI 49519

Parcel No.: 41-17-16-202-011

Legal Description:

PART NE 1/4 COM 993.2 FT E ALONG N SEC LINE FROM N 1/4 COR TH E ALONG N SEC LINE 144.7 FT TO A PT 625.87 FT W OF W LINE OF NYC RR R/W TH S PERP TO N SEC LINE 430 FT TH W PAR WITH N SEC LINE 144.7 FT TH N PERP TO N SEC LINE 430 FT TO BEG SEC 16 T6N R12W 1.43 A.

Address: 2824 Clydon Avenue SW, Wyoming, MI 49519

Parcel No.: 41-17-16-202-002

Legal Description:

LOT 2. GRAND RAPIDS GRAVEL CO INDUSTRIAL PARK

be the same as hereby approved.

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: September 17, 2012.

---

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:      Staff Memo  
                                    IFT Agreement

Resolution No. \_\_\_\_\_

Staff Report

Date: 08/29/2012  
Subject: PVI Industrial Cleaning  
From: Kelli VandenBerg, Assistant to the City Manager  
Meeting Date: September 4, 2012 City Council Meeting

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Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to PVI Industrial Cleaning, Inc. based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

Environmental Quality – PVI Industrial Cleaning, Inc. has proven to be responsible and cooperative in its efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City’s Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local manufacturer, encourage continued investment by PVI and provide additional employment opportunities to the area.

Discussion:

PVI has been operating and growing in the City of Wyoming for 20 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized by site below:

Address of project:	2632 28 <sup>th</sup> Street SW Wyoming, MI 49519	2824 Clydon Avenue SW Wyoming, MI 49519
Personal Property:	\$375,000.00	\$320,000.00
Real Property:	\$ 75,000.00	\$ 25,000.00
Estimated Jobs:	20 new jobs (between both facilities) 46 retained jobs (between both facilities)	
Starting date of project:	October 2012	

PVI Industrial Cleaning, Inc. seeks to expand its operations to support increased demand for industrial cleaning services. PVI intends to meet this need by expanding its current operation at

2886 Clydon Avenue to 2632 28<sup>th</sup> Street SW and 2824 Clydon Avenue SW. This planned expansion will allow the company to add the equipment needed to support growing demand for its services and will require an additional 20 positions between both facilities to support its operations.

**Budget Impact:**

The estimated first year tax savings for PVI, which is located in the Wyoming Public School District, totals \$25,358.99 between both locations.

## INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of September 17, 2012, pursuant to 1974 PA 198, as amended, MCL 207.552 *et seq.* (“Act 198”) between the City of Wyoming, a local governmental unit as defined in Act 198, the address of which is 1155 – 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and PVI Industrial Cleaning, Inc., the address of which is 2886 Clydon Avenue SW, Wyoming, MI 49519 (the “Company”).

### RECITALS

- A. The Company applied for Industrial Facilities Tax Abatements pursuant to Act 198 on the applications, a copy of which is attached as Exhibit A and incorporated by reference (the “Applications”).
- B. Following a public hearing on September 17, 2012, the City Council of the City adopted a resolution to approve tax abatements for a period of twelve (12) years conditional upon the parties entering into this Agreement (the “Abatements”) for the property located at 2632 28<sup>th</sup> Street SW and 2824 Clydon Avenue SW, in the City (the “sites of the Abatements”).
- C. The City Council did so upon the Company’s representations in the Applications and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the applications and as stated at the public hearing which enhancements would exceed the term of the tax abatements.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree:

- 1. The Company affirms the statements in the applications and the statements at the public hearing that it will invest not less than \$795,000.00 in improvements to its properties in the City and that at least 20 new job(s) will be created and at least 46 jobs will be retained as a result of that investment. The Company further pledges that those improvements will remain in place or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Abatements and the jobs created and maintained will remain in existence within the City for at least 2 years after the expiration of the term of the Abatements.
- 2. The City is relying upon and the Company agrees the City may rely upon the representations in the preceding paragraph, in the Applications, and at the public hearing, for purposes of determining the length of the Abatements, the amount of the Abatements, and other terms of the Abatements.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2014) and each December 31 thereafter the Company shall submit a letter to the City, stating:
  - (a) The number of new jobs projected in the Applications to be created and retained upon the projects’ completion and the actual number of new jobs created.
  - (b) The number of employees at the time of the Applications and the current number of employees.
  - (c) The estimated project costs stated in the Applications and the actual project costs.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
  - (a) The City may either:
    - (1) Apply the criteria in the City Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Abatements to the maximum number of years allowable under that Policy based on the Company’s actual employment levels and project costs as stated in the letter, or

(2) If the number of new jobs or the costs of the projects are substantially below that stated in the application for reasons within the control of the Company, the City Council may recommend revocation of the Abatements.

(b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatements or to revoke the Abatements if:

(1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or

(2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made application.

(c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Abatements as granted.

(a) If, at any time during the term of the Abatements or two years following the expiration or early termination of the Abatements, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations on the sites of the Abatements, or the City determines that the company has discontinued or substantially curtailed its operations on the sites of the Abatements, or the Company no longer employs on the sites of the Abatements the number of employees represented in the Applications and in this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Abatements; and

(2) The City Council, in its sole discretion, may require the Company to pay the City an amount equal to the total taxes abated by the City under the Abatements.

(b) In making any decision under the preceding subparagraph (a) the City Council shall consider whether:

(1) Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation on the sites of the Abatements; or

(2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor intentional, and the City has reasonably received the benefits anticipated from granting the Abatements.

(c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

6. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.

7. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

The parties have signed this Agreement as of the date first written above.

CITY OF WYOMING

PVI INDUSTRIAL CLEANING, INC.

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Heidi A. Isakson, City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date signed: \_\_\_\_\_, 2012

Date signed: \_\_\_\_\_, 2012

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR CODE INSPECTIONS SERVICES WITH THE CITIES OF KENTWOOD AND GRAND RAPIDS

WHEREAS:

1. The cities of Wyoming and Kentwood established an agreement in 2011 to assist each other with building code inspections due to vacations and fluctuating staffing levels.
2. The City of Grand Rapids desires to join in the agreement.
3. The cities have personnel who are properly licensed and certified to provide the inspections.
4. Compensation for services when requested shall be \$120 per plan review and \$65 per inspection.
5. 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 for Code Inspections Services.

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

## STAFF REPORT

Date: September 4, 2012

Subject: Expansion of Code Inspection Services Agreement to Include City of Grand Rapids

From: Rebecca Rynbrandt, Director of Community Services

Cc: Jim Delange, Chief Building Official

Meeting Date: September 17, 2012

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### RECOMMENDATION:

It is recommended that the City Council approve the Code Inspections Services Agreement to include the City of Grand Rapids in addition to the City of Kentwood.

### SUSTAINABILITY CRITERIA:

Environmental Quality – Our Building Inspections Department is responsible for educating the public on and enforcing law (i.e. building and zoning codes) within the City of Wyoming. This policing function is performed by licensed inspectors in particular trade areas, including Plumbing. The provision of inspection services assures the general public and property owners that construction has occurred based upon specifications and codes affirming a level of quality, ensuring public safety and the protection of property values.

Social Equity – Plan reviews, permit approvals, and inspections are uniformly performed based upon law (i.e. building and zoning codes).

Economic Strength – The Building Inspections Department works with area property owners and developers to provide for the construction of residential, commercial, and industrial facilities ensuring public safety and property value. Our ability to timely respond to developer and construction contractor needs for plan reviews, permit approvals, and inspections ensures the economic vitality of a given project by maintaining construction schedules and expediting occupancy.

### DISCUSSION:

In November 2011, our ability to provide quality, responsive inspection services to the construction community within current staffing levels was enhanced by the mutual aide agreement established with the City of Kentwood. The mutual aide model has allowed inspection services to be maintained to the greatest extent possible during periods of scheduled staff time off or in extenuating circumstances. By expanding the agreement to include the City of Grand

Rapids the pool of eligible staff support grows exponentially, providing greater flexibility to each community while maintaining service to the construction community.

**BUDGET IMPACT:**

Sufficient funds are available in the Building Inspections Fund Contracted Labor activity account #249-371-37100-810.000.

## CODE INSPECTION SERVICES

### AGREEMENT

This Code Inspection Services Agreement (the "**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Grand Rapids, a Michigan home rule City, the address of which is 300 Monroe Avenue NW, Grand Rapids, MI 49503 ("**Grand Rapids**"); the City of Wyoming, a Michigan home rule city, the address of which is 1155 28<sup>th</sup> 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. Grand Rapids, Wyoming, and Kentwood collectively ("**the Parties**") and individually ("**Party**") desire to assist each other with inspections due to vacations and fluctuating staffing levels.

2. The Parties 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 Parties, subject to the terms and conditions of this Agreement.

3. The Parties are authorized to enter into this Agreement pursuant to state law including, without limitation, Act No. 35 of the Public Acts of 1951, as amended; Act No. 8 of the Public Acts of 1967 (Ex. Sess.), as amended; and Act. No. 258 of the Public Acts of 2011.

4. For purposes of this Agreement, "**Customer**" refers to the Party that is receiving services and "**Provider**" refers to the Party providing the reviewers or 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, the Parties hereby retain the services of the others (and their personnel), as independent contractors, to provide building, mechanical, plumbing, electrical, and fire suppression system inspection services for the Customer consistent with state law.

B. Duties of Provider. Upon the separate written request of the Customer and  
{06939-004-00004356.1}

written acceptance by the Provider, 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 Customer shall request each specific service from one Party at a time, which may accept or refuse the request. Absent a response by the requested Provider within the applicable request consideration period, the request shall be deemed refused. The request consideration period is as follows:

(1) Two (2) business days from receipt of the request for scheduled coverage, i.e. Customer staff vacation.

(2) Four (4) hours from receipt of the request for time sensitive or emergency situations.

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. Business days shall be as defined by the Customer's schedule of operations. Such services shall only be performed by the Provider's 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) \$120.00 per hour (calculated at \$2.00 per minute) for any plan review.

(2) \$65.00 per inspection for inspection services during Provider's normal working hours.

(3) \$100 per inspection for inspection services other than during Provider's normal working hours.

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

The Parties 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. Withdrawal or Termination by Notice. Any Party may withdraw from this Agreement, without cause or reason, at any time, upon ten (10) business days' written notice to each of the other Parties. If at least two (2) Parties to this Agreement remain after the withdrawal of a Party, the terms of this Agreement shall remain in effect for the remaining Parties. A withdrawal by one (1) of two (2) total remaining Parties shall constitute termination of this Agreement. In the event of withdrawal or termination, the withdrawing or terminating 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, the Parties 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 the 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. The Parties 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. Additional jurisdictions may be included in this Agreement by amendment approved by each of the Parties.

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

CITY OF GRAND RAPIDS

By: \_\_\_\_\_

George Heartwell, Mayor

By: \_\_\_\_\_

Lauri Parks, Clerk

CITY OF WYOMING

By: \_\_\_\_\_

Jack Poll, Mayor

By: \_\_\_\_\_

Heidi Isakson, Clerk

CITY OF KENTWOOD

**APPROVED AS TO FORM:**



By: \_\_\_\_\_

Richard Clanton, Mayor

By: \_\_\_\_\_

Dan Kasunic, Clerk

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens.
2. The City of Wyoming and AAAWM have an established contract to provide certain services with state and federal funding for a period ending September 30, 2012.
3. The City of Wyoming had applied to amend the service contract effective October 1, 2012 through September 30, 2013.
4. The Board of Directors of AAAWM voted to award the City of Wyoming \$11,133 to provide transportation services for older adults.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming recognizes the total awarded grant amount of \$11,133 and authorizes the Mayor and City Clerk to enter into a contract amendment to provide services by accepting such funding from the AAAWM
2. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: September 17, 2012.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Contract Amendment

Budget Amendment



## STAFF REPORT

Date: September 4, 2012

Subject: Grant Award for Transportation Assistance Program

From: Rebecca Rynbrandt, Director of Community Services

Cc: Eric Tomkins, Recreation Supervisor, Molly Remenap, Recreation Programmer II

Meeting Date: September 17, 2012

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### RECOMMENDATION:

It is recommended that the City Council approve a grant agreement with the Area Agency on Aging of Western Michigan in the amount of \$11,133 to provide for the continuance of the Wyoming Senior Center's Older Adult Transportation Assistance Program.

### SUSTAINABILITY CRITERIA:

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

Economic Strength – Through grant support, we will be able to subsidize over 5,500 Go! Bus rides for area older adults. Program participant's use tickets to attend the Wyoming Senior Center and to perform activities of daily living and contribute to the local economy. Participant surveys indicated that Go! Bus tickets are used to: improve quality of life, access medical appointments, obtain food and other services.

### DISCUSSION:

Our application for continuation funding in support of senior citizen transportation needs has met with success. Area Agency on Aging of Western Michigan (AAAWM) Board of Directors voted in favor of funding \$11,133 in support of our Go! Bus subsidized ticket program for fiscal year 2013. Older Americans Act dollars which funds this program become available October 1, 2012. We were pleased that the program's merits and the vital service it provides to area older adults continue to be recognized by the AAWM. This innovative program is one of many such programs offered by the Wyoming Parks and Recreation Department in support of area older adults and is administered out of the Wyoming Senior Center.

### BUDGET IMPACT:

An additional \$11,133 will be leveraged to provide for transportation services for older adults.

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

The Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan Nonprofit Corporation, and the City of Wyoming, (Service Provider), a Michigan Municipality, entered into Contract numbered 51.98 in which the Service Provider undertook to provide certain services with state and federal funding for the three year period ending September 30, 2013. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of July 23, 2012, AAAWM and the Service Provider agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2012 through September 30, 2013 as provided in the Contract of October 1, 2009, shall not exceed **\$11,133.00 (Eleven thousand one hundred thirty-three and 00/100 dollars)**.
2. Service Provider is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Provider agrees to provide as Local Match, for the budget period October 1, 2012 through September 30, 2013, as specified in the Contract of October 1, 2009, shall be not less than **\$1,237.00 (One thousand two hundred thirty seven and 00/100 dollars)**.
4. That Service Budget (Attachment I) is deleted and Service Budget (Attachment I) dated August 14, 2012 is added.
5. That Older Americans Act Funding Distribution (Attachment II) is deleted and Older Americans Act Funding Distribution (Attachment II) dated July 23, 2012 is added.
6. Federal Regulations. Service Provider will comply with federal regulation 2 CFR Part 180 and certifies to the best of its knowledge and belief that its employees:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 13(b); and
  - (d) Have not within a 3-year period preceding this agreement had one or more public transaction (federal, state or local) terminated for cause or default.



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

Attachment I -

Date: 14-Aug-12

Prepared by: Molly Remenap

Contractor Name: City of Wyoming  
 Access/Community Service: Transportation - Public  
 Geographic Area to Serve: Kent County

Budget Period: October 1, 2012 - September 30, 2013  
 Contract #: \$1,988

**I. Funding Summary:**

1. Federal Funds Awarded (IIIB, IIID, IIIE, IIIEAP, VII)	\$11,133	\$11,133
2. State Funds Awarded (SAC, SIH, SRC, TSRP, SCS)		
3. Total AAAWM Funds Awarded	\$1,237	\$1,237
4. 10% Cash/In-kind Match (Required)	\$1,237	\$1,237
<b>Source of Cash Match:</b>	<b>Amount:</b>	
	\$0	
	\$0	
4a. Total Local Cash Match	\$0	
<b>Source of In-Kind Match:</b>	<b>Amount:</b>	
City of Wyoming	\$1,237	
	\$0	
	\$0	
4a. Total Local In-Kind Match	\$1,237	
<b>5. Other Resources: (Describe below)</b>	<b>Amount:</b>	\$0
	\$0	
	\$0	
<b>6. TOTAL Program Funding</b>		<b>\$12,370</b>

**II. Total Per Unit Cost:**

<i>List amounts used in the provision of one AAAWM-funded unit</i>		AAAWM \$	Other Resources \$
1. Direct Service Workers' Costs and Expenses			
2. Supplies/Equipment for Direct Service Provision		\$0.54	
3. Administration and fundraising Expenses		\$3.00	
4. Overhead: Occupancy, Communication, Other (describe below)		\$3.00	
Description of Overhead Expenses			
Gas Bus Tickets		\$3.00	
Total Unit Cost includes AAAWM funds, match & other resources		\$3.54	
5. Cost Per AAAWM Unit		\$3.54	
6. Less 10% Unit Match		\$0.55	
7. Unit Rate to Be Paid by AAAWM to Service Provider		\$3.19	

**III. Contracted Units**

Type	Amount	Units
1. AAAWM Funds	\$11,133	3490
2. Program Income	\$6,500	2038
3. Cost Share		
4. TOTAL	\$17,633	5,528

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

Clients	85
Clients who are caregivers	
Clients with income less than or equal to 100% of poverty:	60
Clients under 60 years of age:	
Clients over 75 years of age:	41
Minority clients:	10
Frail/Disabled clients (3 or more ADLs and/or IADLs):	45

Attachment II

Area Agency on Aging of Western Michigan  
Older Americans Act Funding Distribution  
October 1, 2012 – September 30, 2013

Funding as of: July 23, 2012

City of Wyoming

<u>Service</u>	<u>Source</u>	<u>CFDA Number</u>	<u>Award</u>
Transportation	IIIB	93.044	\$11,133

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER  
INTO RECREATION FACILITY USE LICENSE AGREEMENTS WITH  
WYOMING PUBLIC SCHOOLS

WHEREAS:

1. The City of Wyoming has maintained a practice of entering into recreational facilities agreements and license agreements.
2. The City of Wyoming has maintained positive relations with Wyoming Public Schools District in efforts to maximize recreation services and opportunities for community quality of life improvement.
3. Wyoming Public Schools District is without the necessary facilities to provide for selected athletic programs.
4. The City of Wyoming has open green space and developed baseball, soccer and tennis facilities.
5. The agreements allow for school district use of park property while ensuring that the City of Wyoming does not acquire an undo financial burden directly related with such use, and provides for expanded community recreation programming through expanded bussing and school gym facility use.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute license agreements with Wyoming Public Schools District for the use of selected facilities of Lamar.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: September 17, 2012.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: September 12, 2012

Subject: Wyoming Public School License Agreements

From: Rebecca Rynbrandt, Director of Community Services

Cc: Dr. Tom Reeder, Superintendent, Wyoming Public Schools

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### **RECOMMENDATION:**

It is recommended that the City Council approve the revised license agreements with the Wyoming Public Schools District for the use of City of Wyoming's Lamar Park.

### **SUSTAINABILITY CRITERIA:**

Environmental Quality – License agreements provide for effective facility management, working to ensure safe playing surfaces, turf care through the development of maintenance programs related to the extent of use, including aeration, over seeding, mowing, miscellaneous turf care, field preparation, etc.

Social Equity – License agreements work to ensure an equitable level of community support for all school districts serving Wyoming citizens; that costs incurred through the use of exclusive, organized use of a particular school district are not inappropriately borne by all citizens.

Economic Strength – Both the City of Wyoming and Wyoming Public Schools District seek to reaffirm and expand our historical relationships of park use while maximizing the return on public facility investments. All citizens, regardless of school district affiliation, benefit by the exchange of \$10,000 worth of bussing and guaranteed in-door gym space for City recreation programs. The school district shall also provide for the annual cash payment equal to half the projected annual cost of the City of Wyoming operations of up to two soccer fields, as well as continue to assume all costs associated with maintenance and care of the batting cage located at the Lamar Park Grandstand, reducing maintenance costs for the City.

### **DISCUSSION:**

The recent consolidation of Wyoming Park High School and Rogers High School required the Wyoming Public School District to reassess its athletic facility needs. As a result, a refinement of the City of Wyoming-Wyoming Public Schools Licenses Agreements was necessary. Please find attached two license agreements which detail and affirm our current and intended inter-agency collaborations for use of Lamar. These agreements shall replace those executed in 2006.

Attachment: License Agreements

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS License Agreement

THIS LICENSE AGREEMENT is entered into between the CITY OF WYOMING, of 1155 - 28th Street, S.W., Wyoming, Michigan, hereinafter referred to as the “City,” and the Wyoming Public Schools, of 3575 Gladiola Avenue SW, Wyoming, Michigan, 49509, hereinafter referred to as “WYOMING PUBLIC SCHOOLS.”

Preliminary Statement

The City is the owner of the property and facilities located at Lamar Park, 2561 Porter St., Wyoming, Michigan. WYOMING PUBLIC SCHOOLS has requested the use of a portion of the park for its Wyoming High School baseball team(s) and tennis team(s) practice and game/match facilities. WYOMING PUBLIC SCHOOLS recognizes the impact of its use to conditions of the fields, courts, and their related facilities, as well as the annual maintenance need of such facilities in order to ensure their continued physical integrity.

Agreement

In consideration of the mutual promises of the parties, they agree:

1. WYOMING PUBLIC SCHOOLS shall have a nonexclusive revocable license agreement to use the following described property (the “premises”).

Part of Section 09, T6N, R12W, City of Wyoming, Kent County, MI. (Y 127 ½, 127 D)

2. During the term of this agreement WYOMING PUBLIC SCHOOLS may use the premises for high school baseball and tennis team practices and games/matches only including and limited to, the following: Grandstand, practice infield field adjacent to Grandstand, tennis courts, designated storage area, and restrooms. The parties acknowledge that the City is not affiliated with WYOMING PUBLIC SCHOOLS nor does the City sponsor or control any WYOMING PUBLIC SCHOOLS activities or programs.

3. This agreement commences September 1, 2012 and expires on August 31, 2013, at which time it shall be automatically renewed for successive one (1) year terms, unless either party delivers written notice of non-renewal to the other party not less than sixty (60) days before the expiration of the then current term. The City may revoke this agreement at any time for non-performance on WYOMING PUBLIC SCHOOLS behalf. Should the City elect to revoke this agreement, WYOMING PUBLIC SCHOOLS shall have a period of three (3) months from the date of written notice of revocation during which to remove any of WYOMING PUBLIC SCHOOLS personal property from the premises, subject to other conditions as listed herein.

4. All maintenance and improvements on the premises shall be completed in accordance with the City’s plan as established by the Wyoming Parks and Recreation Departments staff, Parks and Recreation Commission and City Council. Any variations from this plan will require the approval of the City. The City

shall specifically provide facilities, approved by the Director of Community Services, or designee, appropriate to the intensity of the permitted use of the premises. Activities that exceed the prudent use (including attendance) of the facilities, including necessary parking, shall not be permitted.

5. The City of Wyoming shall maintain a level and standard of service reflective in all park settings, including but not limited to parking, irrigation, landscaping, mowing, trash removal, and sanitary facilities. The City of Wyoming, at its expense, shall provide for consumable products such as stone dust, field marking paint, bases, nets, etc. which are required to allow for appropriate use of the designated facility.

6. Use of the maintenance building adjacent to the tennis courts for storage by the WYOMING PUBLIC SCHOOLS tennis team(s) shall be allowed, but is restricted to not greater than ¼ of the available space. Use of the Grandstand dugouts and locker rooms for storage, office space, etc. is prohibited. Grandstand dugouts and locker rooms must be cleaned and clear of all items daily, immediately upon conclusion of use.

7. The Director of Community Services, or a designated representative, shall periodically inspect the condition of the facilities. The purpose of such inspections is to identify what improvements will best serve the facility and the community.

8. WYOMING PUBLIC SCHOOLS shall have first priority for the scheduled use of the premises for tennis practices and matches from 3:00 p.m. until 6:00 p.m. Monday through Friday, beginning the second week of March through the final day of May, and the first week of August through the second week of October. WYOMING PUBLIC SCHOOLS shall have first priority for the scheduled use of the Grandstand and practice infield field from 3:00 p.m. until 6:00 p.m. Monday through Friday, beginning the second week of March through the final day of May.

9. WYOMING PUBLIC SCHOOLS shall provide schedules in advance to the City for its proposed use of the premises. Failure of WYOMING PUBLIC SCHOOLS to submit a schedule to the Director of Community Services, or designee, by April 1 of each year for fall activities, by November 1 for spring activities will constitute forfeiture of WYOMING PUBLIC SCHOOLS first priority rights. The City shall schedule activities for the premises and reserves the right to schedule other activities that do not interfere with WYOMING PUBLIC SCHOOLS activities on the submitted schedule. The City of Wyoming shall oversee facility use and scheduling.

10. WYOMING PUBLIC SCHOOLS use of City of Wyoming facilities for tournament play, including evenings or weekend use, shall be reserved by separate agreement. Use of the standard Athletic/Special Event form is required and all City of Wyoming fees shall apply.

11. City of Wyoming resident use of park facilities shall not be restricted with the exception of those facilities scheduled or rented for use.

12. In return for ensuring WYOMING PUBLIC SCHOOLS use, and allowing for facility maintenance related to such use, WYOMING PUBLIC SCHOOLS shall:

- a. Provide an annual in-kind use of bussing transportation for City of Wyoming Parks and Recreation Department programs, not including joint programs, with an annual

value not to exceed \$10,000. This amount shall increase by the annual cost of living index beginning with the anniversary date of January 1, 2014.

- b. Provide gym space at WYOMING PUBLIC SCHOOLS, a minimum of two nights per week for two hours a night, for City of Wyoming Parks and Recreation Department programs.
- c. Provide for the annual maintenance and care of the batting cage, developed by and for WYOMING PUBLIC SCHOOLS, located immediately adjacent to the third base line of the Grandstand. This shall include weed control, netting, etc.

13. WYOMING PUBLIC SCHOOLS shall, at its sole expense, provide liability insurance to protect the City against all liability resulting or arising from the use of said premises and facilities naming the City as an additional insured. Said insurance shall be in the minimum amount of \$1,000,000 for combined single limit personal injury, bodily injury, and property damage. Said policy of insurance shall be submitted to the City for approval by the City Attorney before any use may be undertaken by WYOMING PUBLIC SCHOOLS. WYOMING PUBLIC SCHOOLS shall further show evidence of said insurance coverage to the City each anniversary dates thereof. Only one annual umbrella policy is required for all WYOMING PUBLIC SCHOOLS use of City of Wyoming facilities.

14. WYOMING PUBLIC SCHOOLS may not assign or in any manner transfer this letter of agreement. Specifically, WYOMING PUBLIC SCHOOLS may use said premises and facilities for its activities only and may not permit any other organizations or persons to use said premises or facilities.

15. WYOMING PUBLIC SCHOOLS shall operate said premises in compliance with the Code of the City or any other applicable laws, rules and regulations. If the City notifies WYOMING PUBLIC SCHOOLS of any violations of this Agreement, WYOMING PUBLIC SCHOOLS shall promptly remedy those violations. In the event that these violations are not promptly remedied, the City may remedy the same and WYOMING PUBLIC SCHOOLS agrees to reimburse the City for all costs of remedying the conditions, without prejudice to the City's right to recover damage for WYOMING PUBLIC SCHOOLS actions.

16. WYOMING PUBLIC SCHOOLS agrees to indemnify, defend and hold the City, its officers, agents and employees, harmless from all liability, claims and expenses, including but not limited to actual attorney's fees, arising out of WYOMING PUBLIC SCHOOLS activities under this agreement.

17. This Agreement contains the entire agreement between WYOMING PUBLIC SCHOOLS and the City with regard to its subject matter, supersedes all previous agreements on this subject matter, and may be amended only in writing signed by both parties.

CITY OF WYOMING

Dated: \_\_\_\_\_, 2012

By \_\_\_\_\_  
Jack Poll, Mayor

Dated: \_\_\_\_\_, 2012

By \_\_\_\_\_

Heidi A. Isakson, City Clerk

WYOMING PUBLIC SCHOOLS

Dated: \_\_\_\_\_, 2012

By \_\_\_\_\_

Authorized Signature

Dated: \_\_\_\_\_, 2012

By \_\_\_\_\_

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS License Agreement

THIS LICENSE AGREEMENT is entered into between the CITY OF WYOMING, of 1155 - 28th Street, S.W., Wyoming, Michigan, hereinafter referred to as the "City," and the Wyoming Public Schools, of 3575 Gladiola Avenue SW, Wyoming, Michigan, 49509, hereinafter referred to as "WYOMING PUBLIC SCHOOLS."

Preliminary Statement

The City is the owner of the property and facilities located at Lamar Park, 2561 Porter St., Wyoming, Michigan. WYOMING PUBLIC SCHOOLS has requested the use of a portion of the park for its Wyoming Junior High School soccer team(s) practice and game facility. WYOMING PUBLIC SCHOOLS recognizes the impact of its proposed use to conditions of the field and its related facilities, as well as the annual maintenance need of such facilities in order to ensure their continued physical integrity.

Agreement

In consideration of the mutual promises of the parties, they agree:

1. WYOMING PUBLIC SCHOOLS shall have a nonexclusive revocable license agreement to use the following described property (the "premises").

Part of Section 09, T6N, R12W, City of Wyoming, Kent County, MI (Y 127 1/2, 127 (D))

2. During the term of this agreement WYOMING PUBLIC SCHOOLS may use the premises for soccer games and practices only including and limited to, the following: up to two designated soccer fields, designated storage area, and restrooms. The parties acknowledge that the City is not affiliated with WYOMING PUBLIC SCHOOLS nor does the City sponsor or control any WYOMING PUBLIC SCHOOLS activities or programs.

3. This agreement commences September 1, 2012 and expires on August 31, 2013 at which time it shall be automatically renewed for successive one (1) year terms, unless either party delivers written notice of non-renewal to the other party not less than sixty (60) days before the expiration of the then current term. The City may revoke this agreement at any time for non-performance on WYOMING PUBLIC School's behalf. Should the City so elect to revoke this agreement, WYOMING PUBLIC SCHOOLS shall have a period of three (3) months from the date of written notice of revocation during which to remove any of WYOMING PUBLIC SCHOOL'S personal property from the premises, subject to other conditions as listed herein.

4. All maintenance and improvements on the premises shall be completed in accordance with the City's plan as established by the Wyoming Parks and Recreation Departments staff, Commission and Council. Any variations from this plan will require the approval of the City. The City shall specifically provide facilities, approved by the Director of Community Services, or designee, appropriate to the intensity of the

permitted use of the premises. These items shall include, but not be limited to irrigation, top dressing, over seeding, weed control, mowing, etc. and those items necessary to ensure the integrity of recreation programming, such as field striping, net and goal set-up, etc.

5. The City of Wyoming shall maintain a level and standard of service reflective in all park settings, including but not limited to parking, irrigation, landscaping, mowing, trash removal, and sanitary provisions.

6. WYOMING PUBLIC SCHOOLS and the City shall work together in providing a suitable area for storage of equipment within the park proper. No such materials shall be kept outdoors in direct visibility of park users. Any outdoor storage of large items shall be as approved by the Director of Parks and Recreation.

7. WYOMING PUBLIC SCHOOLS shall have first priority for the scheduled use of the premises for soccer games/practices until 6:00 p.m., Monday through Friday, beginning the second week of March through the final day of May, and the first week of August through the second week of October. WYOMING PUBLIC SCHOOLS shall provide schedules in advance to the City for its proposed use of the premises. Failure of WYOMING PUBLIC SCHOOLS to submit a schedule to the Director of Community Services by March 1 of each year for fall and winter activities, by October 1 for spring and summer activities will constitute forfeiture of WYOMING PUBLIC SCHOOL'S first priority rights. The City shall schedule activities for the premises and reserves the right to schedule other activities that do not interfere with WYOMING PUBLIC SCHOOLS activities on the submitted schedule. The City of Wyoming shall oversee facility use and scheduling.

8. City of Wyoming resident use of park facilities shall not be restricted with the exception of those facilities scheduled or rented for use.

9. In return for ensuring WYOMING PUBLIC SCHOOL'S use, and allowing for facility maintenance related to such use, WYOMING PUBLIC SCHOOLS shall:

- a. Provide an annual payment equal to half the projected annual cost of the City of Wyoming's operations of up to two soccer fields specific to WYOMING PUBLIC SCHOOLS use due no later than March 1 of each year commencing DATE.
- b. Assume the cost of field sodding, in addition to the above, to cover for excessive repair needs for its sport programming.

10. WYOMING PUBLIC SCHOOLS shall, at its sole expense, provide liability insurance to protect the City against all liability resulting or arising from the use of said premises and facilities naming the City as an additional insured. Said insurance shall be in the minimum amount of \$1,000,000 for combined single limit personal injury, bodily injury, and property damage. Said policy of insurance shall be submitted to the City for approval by the City Attorney before any use may be undertaken by WYOMING PUBLIC SCHOOLS of said premises. WYOMING PUBLIC SCHOOLS shall further show evidence of said insurance coverage to the City each anniversary dates thereof.

11. WYOMING PUBLIC SCHOOLS may not assign or in any manner transfer this letter of agreement. Specifically, WYOMING PUBLIC SCHOOLS may use said premises and facilities for its

activities only and may not permit any other organizations or persons to use said premises or facilities.

12. WYOMING PUBLIC SCHOOLS shall operate said premises in compliance with the Code of the City or any other applicable laws, rules and regulations. If the City notifies WYOMING PUBLIC SCHOOLS of any violations of this Agreement, WYOMING PUBLIC SCHOOLS shall promptly remedy those violations. In the event that these violations are not promptly remedied, the City may remedy the same and WYOMING PUBLIC SCHOOLS agrees to reimburse the City for all costs of remedying the conditions, without prejudice to the City's right to recover damage for WYOMING PUBLIC School's actions.

13. WYOMING PUBLIC SCHOOLS agrees to indemnify, defend and hold the City, its officers, agents and employees, harmless from all liability, claims and expenses, including but not limited to actual attorney's fees, arising out of WYOMING PUBLIC SCHOOL'S activities under this agreement.

14. This Agreement contains the entire agreement between WYOMING PUBLIC SCHOOLS and the City with regard to its subject matter, supersedes all previous agreements on this subject matter, and may be amended only in writing signed by both parties.

CITY OF WYOMING

Dated: \_\_\_\_\_, 2012

By \_\_\_\_\_  
Jack A. Poll, Mayor

Dated: \_\_\_\_\_, 2012

By \_\_\_\_\_  
Heidi A. Isakson, City Clerk

WYOMING PUBLIC SCHOOLS

Dated: \_\_\_\_\_, 2012

By \_\_\_\_\_  
Authorized Signature

Dated: \_\_\_\_\_, 2012

By \_\_\_\_\_  
Witness

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 \$2,500.
4. Funding to support this agreement is available in the CDBG fund, specifically account number 256-400-17513-801.000.

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 \$2,500.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: September 17, 2012.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:  
Agreement

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**INTEROFFICE MEMORANDUM**

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**TO:** CURTIS HOLT, CITY MANAGER  
**FROM:** REBECCA RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES  
**SUBJECT:** KENT COUNTY AGREEMENT TO PERFORM MONITORING SERVICES  
**DATE:** SEPTEMBER 12, 2012  
**CC:** BARB VANDUREN, DEPUTY CITY MANAGER; LINDA LIKELY, DIRECTOR OF COMMUNITY DEVELOPMENT DEPARTMENT, KENT COUNTY

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As required by the Housing and Urban Development (HUD) regulations our agreements with Home Repair Services, Fair Housing Center of Western Michigan, and Compassion the Way require 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. In 2011, the City of Wyoming entered into an agreement with Kent County to represent the City of Wyoming in performing the necessary monitoring of our sub-recipients.

Kent County Community Development performed exceptionally for us and as a result we sought to renew the agreement for an additional three years. The County has requested that the agreement be extended for one year and, having evaluated their actual costs in performing these services, are seeking an increase from \$2,000 to \$2,500 to perform the work.

By renewing this agreement, the City of Wyoming protects the integrity of our programs, meeting audit requirements, and leverages the expertise and manpower of Kent County, while containing administrative costs for the benefit of the citizens of Wyoming.

With your support, I request this agreement be presented to the City Council for their approval at the September 17, 2012 Regular Meeting.

## 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, whose address is 1155 28<sup>th</sup> Street SW, Wyoming, Michigan 49509, and the **County of Kent** (hereinafter referred to as the "County"), a Michigan municipal corporation, through its Community Development Department, whose address is 300 Monroe Avenue NW, Grand Rapids, Michigan 49503. This Agreement is effective October 1, 2012.

#### 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 adequate 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, and is willing to provide such services to the City.

Now therefore, for good and valuable consideration referred to in this Agreement, 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. Such monitoring services shall be consistent with U.S. Department of Housing and Urban Development's (HUD) mandated requirements.
- B. The City will 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 during the term of the Agreement and the monitoring would be performed concurrently with the County's monitoring

schedule of the common subrecipient agencies in a manner which is consistent with HUD's monitoring requirements.

- B. The County shall maintain complete records of the monitoring services performed pursuant to this Agreement. Such records shall include reports of inspections, 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 with access to the City of Wyoming's Five Year Consolidated Plan, Annual Action Plan, and CAPER.
- C. The City shall be responsible for enforcement of any corrective actions with regards to any findings or concerns relating to subrecipients as a result of the monitoring report.
- D. The City shall also be responsible for the enforcement of any sanctions of the subrecipients as a result of the monitoring.
- E. The City shall be responsible for the tracking of corrective actions and sanctions as a result of the monitoring.
- F. 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.
- G. The City shall provide any follow up technical assistance as may be necessary to the subrecipients.
- H. Any disagreements between the City and the County will be decided by contacting the HUD CPD representative for technical assistance.

#### **Section 4: 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 5: Compensation**

- A. The City shall pay the County an amount not to exceed Two Thousand Five Hundred (\$2,500) dollars which is inclusive of employee hourly wages and benefits, cost allocation, and vehicle cost, as compensation for the monitoring services provided under this Agreement. The County shall not be entitled to any benefits or additional payments of any kind in the provision of these services, except as provided for in this paragraph.
- B. The County shall invoice the City for services rendered after completion of all monitoring services under this Agreement, and the City shall reimburse the County within thirty (30) days of submission of invoices.

#### **Section 7: Sub-recipient 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 sub-recipient 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 service 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 terminate on June 30, 2013. 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: Effect of Termination**

- A. 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, the City and County 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.

#### **Section 12: Miscellaneous**

- A. This Agreement shall be non-assignable.
- 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 State of Michigan General Record Retention and Disposal Schedule adopted by the respective community.
- 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 as of the day and year first above written.

**CITY OF WYOMING**

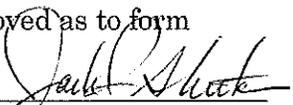
By: \_\_\_\_\_  
 Jack Poll, Mayor

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  
Assistant Corporate Counsel

Attest

\_\_\_\_\_  
Mary Hollinrake  
Kent County Clerk

Date: \_\_\_\_\_

**Attachment 'A'**

**Compensation for Monitoring Services**

**Employee Hourly Wages and Benefits**

**Cost Allocation**

**Equipment and Supplies Cost**

**Vehicle Cost**

**Total:**

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RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE ADDITIONAL FUNDS FOR THE WORK AT THE  
INTERSECTION OF HIGHWAY M-11 (28<sup>TH</sup> STREET) AND BYRON CENTER AVENUE  
PERFORMED BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION

WHEREAS:

1. On November 11, 2011, the City Council authorized an Agreement with the Michigan Department of Transportation for the reconstruction of the M-11 (28<sup>th</sup> Street) and Byron Center Avenue intersection, in the amount of \$12,800.
2. Said City – State Agreement was based upon costs in the engineer’s estimate, prior to knowing actual costs of construction.
3. Upon bidding the project, costs were slightly above the engineer’s estimate and additional miscellaneous items were added, increasing Wyoming’s cost of the project by \$2,200.
4. The additional \$2,200 can be financed out of the Capital Improvement Program Fund.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes payment of additional funds in the amount of \$2,200 to the Michigan Department of Transportation per the November 21, 2011, City-State Agreement for work associated with the reconstruction of the Byron Center Avenue and M-11 (28<sup>th</sup> Street) intersection.

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE  
MICHAEL AVENUE PRELIMINARY DESIGN STUDY

WHEREAS:

1. On July 3, 2012, Progressive AE submitted the attached proposal to study the traffic needs of the proposed redevelopment of Michael Avenue from 28<sup>th</sup> Street to Prairie Parkway as a part of the future Turn-On 28<sup>th</sup> Street redevelopment plan in the area, and lay out a preliminary design in the amount of \$9,320.
2. The study will identify necessary lanes and propose a cross-section showing proposed lanes, sidewalks, and other aesthetic appurtenances, in order to identify the necessary right-of-way.
3. The cost of the study can be financed out of the Capital Improvements Fund, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Michael Avenue Preliminary Design Study to Progressive AE in the amount of \$9,320.
2. The City Council hereby 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



## Staff Report

Date: September 11, 2012

Subject: Michael Avenue Preliminary Design Study

From: Russ Henckel, Assistant Director of Public Works - Engineering

Meeting Date: September 17, 2012

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### Recommendation:

Staff recommends authorizing Progressive AE to perform the Michael Avenue Preliminary Design Study for the amount of \$9,320.

### Sustainability Criteria:

Environmental Quality – This study will consider ways to maintain the environmental quality of this area.

Social Equity – This study will have no direct impact on social equity.

Economic Strength – This study will consider street improvements which may be needed for the redevelopment adding to the economic strength of our community of the Turn-On 28th Street area, thereby

### Discussion:

On July 3, 2012, Progressive AE submitted a proposal to study the traffic generated by the proposed Turn-On 28<sup>th</sup> Street redevelopment and determine the need for right-of-way, traffic lanes, pedestrian space, and aesthetic appurtenances along Michael Avenue between 28th Street and Prairie Parkway. The proposed study is to be completed in six weeks at a cost of \$9,320.

It is recommended that the City Council authorize Progressive AE to perform the Michael Avenue Preliminary Design Study for the amount of \$9,320.

### Budget Impact:

Funds are available in the Capital Improvements Fund, but a budget amendment is necessary.

Attachments: Progressive AE Proposal  
Budget Amendment

July 3, 2012

Timothy Cochran, AICP ASLA  
City Planner  
1155 28th St SW  
P.O. Box 905  
Wyoming, MI 49509

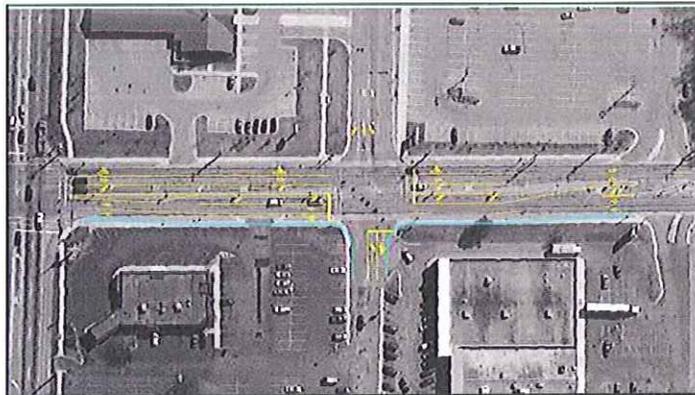
Re: Proposal for Transportation Engineering Services  
Michael Avenue Conceptual Engineering/Plan

Dear Mr. Cochran:

We are pleased to submit this proposal for professional transportation engineering services related to requested conceptual engineering design for the segment of Michael Avenue just south of 28th Street. Our understanding of the requested services is based upon discussions with you and Russ Hinckel, earlier discussions and conceptual sketch efforts for this street segment, and our background knowledge gained from our work on the turn on 28th Street Corridor Subarea Plan. The following sections outline the proposed tasks, schedule, and costs for completing the requested conceptual engineering plan.

#### PROJECT/PLAN UNDERSTANDING

The City of Wyoming recently completed the Turn on 28th Street Corridor Sub Area Plan that encompasses an area from Burlingame Avenue east to Clyde Park Avenue. That plan has provided a framework to which future private development and public infrastructure can use as this area redevelops in the coming years. One of the key "next step" tasks that the city can undertake is to define what type or level of street configurations will be needed to accommodate existing and projected traffic volumes. Since the segment of Michael Avenue from 28th Street to Prairie Parkway is at the core of the subarea, it is important to develop a conceptual plan that identifies what this street segment should look like from both technical (capacity) and aesthetic standpoints. This "conceptual engineering" effort will then provide the city with a basis to make upcoming street design, right-of-way, and potential land-use decisions.



## SCOPE OF SERVICES

### Task 1 - Data Collection

#### *Traffic Counts:*

Progressive AE will collect weekday afternoon peak-hour turning movement count data at the intersections outlined below. The peak-hour count data at these four study area intersections will form the basis for projecting expected future traffic volumes.

- Michael Avenue/Dehoop at 28th Street (M-11)
- Michael Avenue at Roger's Plaza main drive
- Michael Avenue at Roger's Plaza south drive
- Michael Avenue at Prairie Parkway

#### *Roadway System Recon:*

Progressive AE will complete a brief on-site review of this section of Michael Avenue to confirm the current street characteristics including:

- Intersection and mid-block lane configurations on Michael Avenue
- Intersection control devices
- Traffic signal timing operations (from MDOT and city); and
- Speed limits

#### *Site/Other Data Collection:*

Progressive AE will obtain from the city, any other pertinent background information regarding nearby street improvement plans, known near-term land use changes, etc., that may affect subsequent future conditions analyses.

### Task 2 – Future Conditions Analyses

The general land use assumptions outlined in the Turn on 28th Street Corridor Sub Area Plan will be used as the basis for projecting peak-hour traffic volumes on this segment of Michael Avenue. Before proceeding with this subtask, Progressive AE will discuss land use assumptions with city staff to confirm an appropriate/acceptable land use mix (mostly retail/commercial) and a potential horizon year.

#### *Trip Generation and Trip Distribution*

The number of trips that are expected to be generated by the projected land uses will be identified using recognized rates outlined in the most current ITE Trip Generation manual. The expected weekday afternoon project-generated peak-hour trips will be distributed onto the roadway system based upon expected "market" area information and existing traffic patterns, with the focus on Michael Avenue.

#### *Capacity Analyses/Simulation*

The projected new traffic from the adjacent redevelopment areas and other background growth will be added to the existing volumes. This part of the analysis will take into account traffic generated by existing adjacent land uses that may/will be replaced so the final set of projected traffic volumes will reflect a net total.

Future conditions capacity analyses will be completed at the four intersections using Synchro software. Although the existing intersection characteristics will initially be retained for the Michael/28th and Michael/Prairie Parkway intersections for these calculations, the other intersections will assume some initial minor changes, including allowance for southbound left-turns from Michael Avenue into the current Roger's Plaza main driveway. Based upon the results of those calculations, additional physical and/or operational street improvements will be tested to determine a final street cross section that will accommodate projected future buildout volumes.

It should be noted that our budget assumes analysis of one overall set of future land uses and densities site layout and one site access configuration on Michael Avenue. If an additional set or sets of analyses (for example, a mid-term development scenario) are requested, work related to revising the analyses would be considered additional services.

### Task 3 – Conceptual Plan

Based upon the results of the Task 2 analyses, a conceptual plan will be developed illustrating the necessary street cross sections on Michael Avenue, the driveway approaches, and the eastbound approach of Prairie Parkway. The concept will be drawn on top of an aerial base to provide a clear picture of the context/impact of street potential width changes. Potential additional right-of-way and/or easements will be included in the concept drawing.

Another key aspect of this task will be to include preliminary recommendations regarding aesthetic improvements on this section of Michael Avenue and the driveway approaches (not including the Michael/Prairie intersection). The plan will illustrate a potential landscape layout that draws attention to this subarea and can act as a central gateway feature to the rest of the subarea development.

A draft plan will be submitted for review by the city, with a subsequent final version created that encompasses requested additional or revised elements.

### Task 4 – Cost Estimate

A preliminary/rough cost estimate will be developed and submitted based upon the final version of the Conceptual Plan layout.

### Task 5 – Summary Letter Report

Progressive AE will submit a brief letter report that summarizes the traffic analyses tasks and findings and the discussions and rationale surrounding the development of the conceptual plan. Both draft and final versions of the summary report will be submitted to the city.

### Task 6 – Meeting

The budget outlined below assumes that we will attend one coordination meeting or presentation during or after the completion of the study report, at your direction. We will attend additional meetings at your direction on a time and expense basis.

## SCHEDULE AND BUDGET

### Schedule

Data collection activities through submittal of the draft conceptual plan and summary report will be completed within five weeks to six weeks of authorization to proceed.

### Budget

The cost for completing the Task 1 through Task 6 outlined above (labor and expenses) will be \$9,320 (nine thousand three hundred twenty dollars). Progressive AE will provide additional services if requested (such as additional meeting/presentation attendance, existing conditions or revised plan analyses, etc.) on a time and expense basis.

Progressive AE has prepared this proposal including the scope of work, project assumptions, compensation, and any related contract provisions for the City of Wyoming only. We request that it be treated as strictly confidential and not copied or distributed for any reason other than evaluation for hire.

We are pleased to submit this proposal and look forward to the opportunity to work with you, Russ, and the City of Wyoming on this conceptual engineering plan. Please let us know if you have any questions regarding the above information.

Sincerely,

PROGRESSIVE ARCHITECTURE ENGINEERING

SigPlus1 Signed to: Pages 1-4



Tue Jul 2012 07/03/12 13:24:37

Peter C. LaMourie, P.E. PTOE  
Transportation Engineering Practice Leader

PCL/smg  
Proposal  
Enclosures  
01200104/005

cc: Progressive AE – Tom Frey, Laura Hill, Ryan Minkus, Jon Parrish, Bob Petko  
X:\WMAJ1\01200104\005-Transportation\2012\pl0621p-Wyoming revised 07-03.docx

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO  
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF  
TRANSPORTATION FOR THE RECONSTRUCTION OF THE  
INTERSECTION AT 28<sup>TH</sup> STREET AND CLYDE PARK AVENUE

WHEREAS:

1. The Michigan Department of Transportation (MDOT) proposes to reconstruct the intersection of 28<sup>th</sup> Street and Clyde Park Avenue in the City of Wyoming in the summer of 2013.
2. The project includes replacing the intersection pavement and mast arm signals at the intersection.
3. MDOT has prepared the attached City-State Agreement for the project, identifying the costs and obligations of each respective party.
4. The City's share of the project is estimated to be \$38,300 and can be financed out of the Capital Improvement Program, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The Major and City Clerk are hereby authorized to execute the attached City-State Agreement with MDOT for the reconstruction of the 28<sup>th</sup> Street and Clyde Park Avenue intersection.
2. The attached budget amendment is approved.

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:    City-State Agreement  
                          Budget Amendment

Resolution No. \_\_\_\_\_



SPECIAL TRUNKLINE  
FEDERAL AID PROGRESS PAYMENT  
ACT-51 AND ADDED WORK

DA  
Control Section NH 41062  
Job Number 110036A; 110036C  
Federal Project NH 1241(066);  
NH 1041(074)  
Federal Item HH 8102; HH 6575  
Contract 12-5353

THIS CONTRACT is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning construction work at the intersection of Highway M-11 (28<sup>th</sup> Street) and Clyde Park Avenue within the corporate limits of the CITY; and

WHEREAS, the CITY has requested additional work in connection with a portion of the DEPARTMENT'S construction, which additional work in conjunction with the DEPARTMENT'S' construction is hereinafter referred to as the "PROJECT" and is further described as follows:

PART A (FEDERAL, STATE, & CITY PARTICIPATION)

Concrete reconstruction of the intersection of Highway M-11 (28<sup>th</sup> Street) and Clyde Park Avenue; together with necessary related work, located within the corporate limits of the CITY; and

PART B (100% CITY PARTICIPATION)

Painting of pedestals and poles at the intersection of Highway M-11 (28<sup>th</sup> Street) and Clyde Park Avenue; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A:	\$1,289,700
PART B:	<u>\$ 9,000</u>
TOTAL:	\$1,298,700

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above. PE costs are excluded from the PART B portion of the contract.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

6. The CITY will approve the design of the PART B portion of the PROJECT and shall accept full responsibility for the design with respect to the facilities functioning as a part of the CITY'S facilities. Any approvals by the DEPARTMENT are for its own purposes and are not to nor do they relieve the CITY of liability for any claims, causes of action or judgments arising out of the design of the facilities.

7. The PART A portion of the PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PART A and B portions of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

	<u>PART A</u>	<u>PART B</u>
DEPARTMENT -	87.5%	0%
CITY -	12.5%	100%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	<u>TOTAL</u> <u>ESTIMATED</u> <u>COST</u>	<u>FEDERAL</u> <u>AID</u>	<u>BALANCE</u> <u>AFTER</u> <u>FEDERAL AID</u>	<u>DEPT'S</u> <u>SHARE</u>	<u>CITY'S</u> <u>SHARE</u>
PART A -					
Constr. & CE	\$994,400	\$813,900	\$180,500	\$157,900	\$22,600
PART A - PE	\$295,300	\$241,700	\$53,600	\$46,900	\$6,700
PART B	<u>\$9,000</u>	<u>\$ - 0 -</u>	<u>\$9,000</u>	<u>\$ - 0 -</u>	<u>\$9,000</u>
TOTAL	\$1,298,700	\$1,055,600	\$243,100	\$204,800	\$38,300

Participation, if any, by the CITY in the acquisition of trunkline right-of-way for PART A of the PROJECT shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

The PE costs for will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

8. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

9. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will

be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

10. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

11. Upon completion of construction, the PART B portion of the PROJECT shall be operated and maintained by the CITY at no cost to the DEPARTMENT.

12. With respect to that portion of the PROJECT under the control of the CITY:

- A. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability or control.
- B. When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The CITY certifies, by execution of this contract, that, upon completion of construction of the PROJECT and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PART B portion of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

14. The CITY, in conformance with Federal Aid Policy Guide (FAPG) Chapter I, Subchapter G, Part 630, Subpart C: Project Agreements, stipulates the following with respect to its specific jurisdiction of the PROJECT:

- A. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
- B. That it agrees to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
- C. That as a condition of Federal aid pursuant to this contract the CITY shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under, or to benefit from this contract, is under consideration to be listed on the EPA List of Violating Facilities.

15. Failure of the CITY to fulfill its responsibilities as outlined herein may disqualify the CITY from future Federal-Aid participation in projects on roads or streets for which it has maintenance responsibility. Federal-aid may be withheld until such time as deficiencies in regulations have been corrected and the improvements constructed as the PROJECT are brought to a condition of maintenance satisfactory to the DEPARTMENT and the FHWA.

16. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

17. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

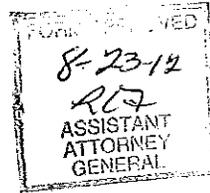
CITY OF WYOMING

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:



APPROVED AS TO FORM:  
*Jack Shute*

APPROVED BY:  
*David Wray* 8-24-12  
Administrator Date  
Real Estate

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
DE-ICING SALT FROM THE NORTH AMERICAN SALT COMPANY

WHEREAS:

1. The City of Wyoming uses de-icing salt to melt ice and snow from the streets of the city in the winter.
2. The City of Wyoming cooperatively purchases de-icing salt with the Kent County Road Commission and other local agencies.
3. The North American Salt Company submitted the lowest bid price of \$63.20 per ton of salt from August 2012 through July 2013.
4. The costs for these purchases are budgeted in the Major Street and Local Street Winter Maintenance Accounts 202 441 47800 740000 and 203 441 47800 740000 respectively.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of approximately 5,500 tons of de-icing salt from the North American Salt Company at a unit price of \$63.20 per ton.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: September 17, 2012.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: August 30, 2012  
SUBJECT: De-icing Salt  
FROM: William D. Dooley, Director of Public Works  
Date of Meeting: September 17, 2012

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### RECOMMENDATION

The Public Works Department recommends that the City Council authorize the purchase of de-icing salt from the North American Salt Company in cooperation with the Kent County Road Commission and other local agencies.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

De-icing salt has potential environmental impacts, however, it is also essential to motorist safety. Wyoming takes steps to minimize its application while maintaining safe streets.

#### Social Equity

Deicing salt is used throughout the City on all major streets.

#### Economic Strength

Deicing salt is purchased through a cooperative purchasing program in order to benefit from more competitive pricing.

### DISCUSSION

The City of Wyoming has purchased de-icing salt for the streets as a cooperative with the Kent County Road Commission, City of Grand Rapids, City of Kentwood, and City of Walker for the last nine years. This year the North American Salt Company bid the lowest price of \$63.20 per ton from August 11, 2012 through August 10, 2013.

In comparison, last year the cooperative purchased de-icing salt for \$63.52 per ton during the 2011-2012 season. The 2012-2013 price is a decrease of \$0.32 per ton or 0.5% over last year.

Season	Cost per Ton	Percentage Increase
2008-2009	45.90	18.0%
2009-2010	58.64	27.8%
2010-2011	62.74	7.0%
2011-2012	63.52	1.2%
2012-2013	63.20	-0.5%

During a typical winter season, the City of Wyoming uses approximately 6,000 tons of de-icing salt. The City of Wyoming will contract for 5,500 tons of de-icing salt in the 2012-2013 season. Under the

cooperative agreement, the City of Wyoming will be obligated to purchase at least 3,800 tons. With the current inventory of approximately 6,500 tons of de-icing salt and the contract amount of 5,500 tons, the City of Wyoming will have access to approximately 12,000 tons of de-icing salt.

#### BUDGET IMPACT

Sufficient funds have been budgeted in the Major Street and Local Street Winter Maintenance Accounts 202 441 47800 740000 and 203 441 47800 740000.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FOR  
CATHODIC PROTECTION SYSTEMS

WHEREAS:

1. As detailed in the attached Staff Report from the Clean Water Plant Maintenance Supervisor, Resolution numbers 23836 and 23957 were awarded by the City Council to complete phase one and two of a three phase cathodic protection installation project.
2. Corrpro Companies, Inc. has provided the City with a proposal to complete phase three in the amount of \$8,960.00 per lift station.
3. It is recommended the Wyoming City Council accept the proposal from Corrpro Companies, Inc. in the total amount of \$26,880.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the proposal received from Corrpro Companies, Inc. for cathodic protection systems in the total amount of \$26,880.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                      No

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

ATTACHMENTS:

Staff Report  
Proposal

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

## Staff Report

Date: August 29, 2012

Subject: Resolution for the Installation of Cathodic Protection Systems  
Phase 3 – Final Three Lift Stations

From: Tom Wilson, Clean Water Plant Maintenance Supervisor

Meeting Date: September 17, 2012

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### **Recommendation:**

It is recommended that the City Council accept the proposal from Corrpro Companies, Inc. to install cathodic protection on the last three remaining City-owned lift stations. This is the last of a three-phase cathodic protection installation project. The Corrpro Companies, Inc. was awarded by City Council the previous two phases per resolution numbers #23836 and #23957.

### **Sustainability Criteria:**

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

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

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

### **Discussion:**

The first and second phases of cathodic protection were implemented in the spring and fall of 2011, both of which were awarded to and installed by Corrpro Companies, Inc. During both of these phases, cathodic protection was installed in eight lift stations. For the third and final phase we are requesting that the three remaining lift stations (1295 Freeman, 4344 Abby Lane, and 4905 Wilson) be provided with cathodic protection. The purpose of cathodic protection is to provide corrosion control for the exterior steel surfaces in contact with the soil. The simplest method to apply cathodic protection is by connecting the metal to be protected with another more easily corroded metal to act as the anode of the electrochemical cell.

At the beginning of the bid process for Phase 1 of this project, bid documents were sent to fifteen prospective bidders. The only bid received at the bid opening on March 29, 2011 was from Corrpro Companies, Inc. In my discussions with Corrpro Companies, Inc., they also agreed to complete the Phase 2 portion of the project at the same cost that was charged for Phase 1. Hence Corrpro was awarded the Phase 2 project as well, and now once again Corrpro has agreed to hold the cost to install cathodic protection for the Phase 3 portion of the project plus a modest increase of 1.3% from that of Phases 1 and 2. The primary reason for the slight increase is that the remaining three stations are three of the four deepest stations the City owns. It therefore takes a little more material than that of the other lift stations. For the eight stations modified under Phases 1 and 2, the cost per station was \$8,840.00. Now a year later the cost per station for the three Phase 3 stations is \$8,960.00, for a project total of \$26,880.00.

**Budget Impact:**

Based on the information presented, it is recommended that the City Council forego the bid procedure and award the contract to Corrpro Companies, Inc. in the amount of \$26,880.00. Adequate funds are available in the Transmission Account #590-441-54200-930000.



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Approved: Myron Erickson, PE, Clean Water Plant Superintendent



---

Approved: Thomas Kent, Deputy Director of Public Works



An Aegion Company

1055 West Smith Road, Medina, OH 44256  
Tel: (330) 723-5082 Fax: (330) 722-7606  
[www.corrpro.com](http://www.corrpro.com)

August 29<sup>th</sup>, 2012

Attention: Tom Wilson (Maintenance Supervisor)  
City of Wyoming, Clean Water Plant  
2350 Ivanrest  
Wyoming, MI 49509-0905

**Subject: Cathodic Protection for (3) Three Lift Stations  
City of Wyoming, MI**

Dear Mr. Wilson:

Corrpro Companies, Inc. is pleased to submit this proposal for cathodic protection installation services.

It is our understanding the City of Wyoming is interested in installing cathodic protection for the following lift stations. Corrpro will provide these services at the fees identified below provided we can do all (3) three sites in one mobilization:

- 1295 Freeman Ave	\$8,960.00
- 4344 Abby Lane	\$8,960.00
- 4905 Wilson Avenue	\$8,960.00

AC power supply and hookup shall be provided by others. We do not intend to subcontract out any of the work associated with this project. All work would be performed by full time direct employees of Corrpro who are non union and at non prevailing wage rates. Validity of this proposal is 180 days. Upon completion of the installation, our engineer would commission the systems and issue a formal report.

Corrpro Companies Inc. appreciates the opportunity to submit this proposal and we look forward to working with you on this project. Should you have any questions or require additional information, please do not hesitate to contact our office at 330-241-6615.

Respectfully,  
**CORRPRO COMPANIES INC.**

James T. Lary  
NACE Corrosion Technologist

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AWARD A BID FOR REPAIR OF THE TRANSMISSION PIPELINE

WHEREAS:

1. On March 21, 2012, Wyoming discovered a leak in transmission pipeline.
2. On September 11, 2012, Wyoming received three bids for repairing said transmission pipeline.
3. It is recommended that the City Council award a bid to Kamminga & Roodvoets for repair of the transmission pipeline in the amount of \$478,202.59.
4. The cost of completing said repairs can be financed out of the Water Fund, but a Budget Amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards a bid to Kamminga & Roodvoets for repair of the transmission pipeline in the amount of \$478,202.59 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:    Budget Amendment  
                          Staff Report  
                          Engineer's Recommendation and Bid Tab  
                          Contract Form

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: September 17, 20 12**

**Budget Amendment No. 01 6**

**To the Wyoming City Council:**

A budget amendment is requested for the following reason: To appropriate \$500,000 of budgetary authority to provide funding for the Repair of the Transmission Pipeline per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Water Fund</u></b>				
Water Utility - Capital Outlay - Pipeline Repair 591-591-57300-987.239	\$48,300	\$500,000		\$548,300
Fund Balance/Working Capital (Fund 591)				\$500,000

Recommended: Timothy Affelt  
Finance Director

Curis Holt  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2012-2013 be amended by adoption of the foregoing budget amendment.

Motion carried: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

I hereby certify that at a \_\_\_\_\_ meeting of the Wyoming City Council duly held on \_\_\_\_\_ the foregoing budget amendment was approved.

\_\_\_\_\_  
City Clerk

## STAFF REPORT

Date: September 12, 2012  
Subject: Repair of the Transmission Pipeline  
From: William D. Dooley, Director of Public Works  
Meeting Date: September 17, 2012

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### RECOMMENDATION

It is recommended that the City Council award a bid to Kamminga & Roodvoets for the repair of the transmission pipeline, in the amount of \$478,202.59.

### SUSTAINABILITY CRITERIA

Environmental: The proposed repairs are necessary for health and well-being of the public and will be executed in a manner which minimizes any environmental impacts.  
Social Equity: The proposed repairs will benefit all users equally.  
Financial Stability: The proposed repairs are necessary in order to maintain the transmission pipeline in good working order and to avoid more costly and disruptive repairs.

### DISCUSSION

On March 21, 2012, Wyoming discovered a leak in the transmission pipeline. The leak is located at a critical junction of the 54-inch pipeline and the 42-inch pipeline in New Holland Avenue, immediately in front of the water treatment plant. The leaking pipeline was exposed and the cause of the leak was determined. With the assistance of the pipe supplier, Wyoming decided to delay undertaking the necessary permanent repairs until after the completion of the high pumping season. In June, the engineering firm of Prein & Newhof was authorized to prepare plans and specifications for the necessary permanent repairs. The repair work primarily involves installing a "line stop" on the existing 42 inch diameter pipeline, installing a new 42 inch valve and associated valve chamber, and removing the existing junction of the 54 inch and 42 inch pipelines and replace with new piping.

On September 11, 2012, Wyoming received three bids for performing the necessary repair work. The low bid was submitted by Kamminga & Roodvoets.

### BUDGET IMPACT

The \$480,000 cost for this repair work can be financed out of the Water Fund, but a budget amendment is required.

**SUGGESTED FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Wyoming, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan 49509 (Owner) and Kamminga & Roodvoets, Inc., 3435 Broadmoor SE, Grand Rapids, Michigan 49512 (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Work shown on the drawings and specified herein consists of activity at the Wyoming WTP in Ottawa County, Michigan.

The Wyoming WTP currently services its customers utilizing two PCCP transmission mains. These mains are interconnected in New Holland Street directly north of the Wyoming WTP. The connection was made utilizing a tapping saddle and a gate valve. This connection is leaking and the valve is not operating properly, therefore isolation of the mains is not possible.

Scope of work includes installing a hot tap/linestop to isolate the two transmission mains, draining the 42” transmission main and installing a valve in a chamber on the 42” line to allow for future isolation, placing the 42” line back in service, removal of the linestop, isolation of the transmission mains utilizing the valve in the chamber, draining the 54” line, removal and replacement of the piping and appurtenances at the connection of the 54” transmission main to the 42” transmission main and the location of the hot tap/linestop, and placing the 54” line back in service.

The Contractor shall furnish all labor, materials, equipment, supervision, transportation and activity or costs necessary for completion of this work. All costs and activities shall be included in this contract unless specifically stated otherwise.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Wyoming  
Kent County, Michigan  
Transmission Main Repair

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Prein&Newhof, 3355 Evergreen Drive NE, Grand Rapids, MI 49525 (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before \*see below, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before \*see below.

~~for~~

~~4.02 *Days to Achieve Substantial Completion and Final Payment*~~

~~A. The Work will be substantially completed within \_\_\_\_\_ days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within \_\_\_\_\_ days after the date when the Contract Times commence to run.~~

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion **and intermediate milestones** until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

\* The Hot Tap/Line Stop shall be completed within 36 hours of commencing the chipping of the concrete. The Contractor shall place 6” unreinforced concrete paving in areas requiring HMA prior to substantial completion and shall maintained the concreter until Spring. At which time the Contractor shall remove the concrete and pave per the specifications. The Work shall be substantially complete by February 20, 2012 and ready for final payment by May 1, 2013. Substantially complete shall include all work except final restoration.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of: \$ 478,202.59 .

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

~~B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:~~

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>

Total of all Bid Prices (Unit Price Work) \$ \_\_\_\_\_

~~The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.~~

~~C. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.~~

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. 90% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, *Owner, on recommendation of Engineer, may determine that* as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 0% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## **ARTICLE 7 – INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% percent per annum.

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds (pages 1 to 2, inclusive).
  - a. Bid Bond (pages 1 to 2, inclusive).
  - b. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - c. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
5. General Conditions (pages cover to 62, inclusive).
6. Supplementary Conditions (pages 1 to 18, inclusive).
7. Specifications *and documents* as listed in the table of contents of the Project Manual.
8. Drawings consisting of 5 sheets with each sheet bearing the following general title: City of Wyoming, Kent County, Michigan, Transmission Main Repair ~~{or} the Drawings listed on attached sheet index.~~
9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 3, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to \_, inclusive).
  - c. *Insurance Specifications* (pages 1 to 8, inclusive).
  - d. *The 2003 Standard Specifications for Construction adopted by the Michigan Department of Transportation are hereby incorporated into these contract documents.*
  - e. ~~{List other required attachments (if any), such as documents required by funding or lending agencies}~~
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 1 to \_, inclusive).

- b. Work Change Directives.
- c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

##### A. *Expenses:*

*The Contractor shall pay all expenses incurred by the Owner for professional engineering services necessitated by the Contractor’s failure to complete the project by the date fixed for completion, including but not limited to observations, inspections, testing, reviewing, engineering, and surveying.*

*The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages and expenses, and in case the amount of money due is less than the amount of liquidated damages and expenses, the Contractor shall pay the difference upon demand of the Owner.*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

City of Wyoming

By: \_\_\_\_\_  
Jack A. Poll

Title: Mayor

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Heidi A. Isakson

Title: Clerk

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

City of Wyoming  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Kamminga & Roodvoets, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Kamminga & Roodvoets, Inc.  
3435 Broadmoor SE  
Grand Rapids, MI 49512

License No.:

(Where applicable)

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

Agent for service of process:

[Intentionally left blank]

September 11, 2012  
2120296

Mr. William D. Dooley, P.E.  
City of Wyoming  
2660 Burlingame Ave. SW  
Wyoming, MI 49509

RE: City of Wyoming  
Transmission Main Repair

Dear Mr. Dooley:

As you are aware, bids were received today on the above referenced project. Kamminga & Roodvoets, Inc. was the low bidder with a base bid price of \$474,150.00. A Bid Tabulation is attached for your reference.

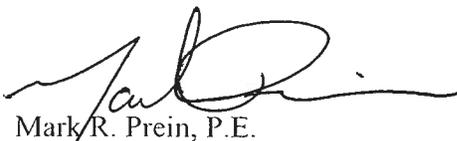
We have discussed the bid with Kamminga & Roodvoets, Inc. They have informed us that the base bid includes the Val-matic butterfly valve which was quoted with a lead time of 14-16 weeks from approved submittals. Kamminga & Roodvoets listed the Dezurik butterfly valve as an addition to the contract in the amount of \$4,052.59. They have stated that the lead time for the Dezurik valve is 6-8 weeks from approved submittals.

We recommend award of the project to Kamminga & Roodvoets, Inc. in the amount of \$478,202.59. This is the base bid plus the additional amount to utilize the Dezurik butterfly valve. This will allow the City of Wyoming to complete the project within the desired time frame established during design.

If you have any questions or need anything further, feel free to contact me.

Sincerely,

**Prein&Newhof**



Mark R. Prein, P.E.

MRP/tmb

Enclosure(s): Bid Tabulation

Bid Tabulation

Owner:		1st	2nd	3rd
City of Wyoming				
Project Title:				
Transmission Main Repair		Kamminger & Roodvoets 3435 Browardnor SE Grand Rapids, MI 49512	Jackson-Merkey Contractors 555 E. Western Ave Muskegon, MI 49442	D. E. Development 1730 Three Mile Road NE Grand Rapids, MI 49505
Bid Date & Time:				
September 11, 2012 at 11:00 a.m.				
Project #:				
2120296				
Description				
Base Bid	\$474,150.00	\$497,435.00	\$640,000.00	
Major Equipment				
1 Butterfly Valve	\$17,433.61	\$15,221.80	\$13,000.00	
Val-Matic				
Dezurik	Add \$4,052.59	Add \$5,105.00	Add \$7,200.00	

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Carbon Media	Calgon Carbon Corporation	\$37,398.48
Parks and Recreation Brochure Design Services	Safety Research Corporation of America	Bid prices as shown on the attached Tabulation Sheet

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: September 17, 2012.

ATTACHMENTS:  
Staff Reports  
Tabulation Sheets

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## Staff Report

Date: September 4, 2012

Subject: Award of Bid for Carbon Media for Odor Control Scrubber

From: Tom Wilson, Clean Water Plant Maintenance Supervisor

Date of Meeting: September 17, 2012

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### Recommendation:

It is recommended that the City Council award the bid to provide two types of carbon media, virgin activated and high capacity, to the Calgon Carbon Corporation. This carbon media will be used in the Clean Water Plant's odor control scrubber at the head of the plant (picture at right).



### Sustainability Criteria:

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

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

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

### Discussion:

The Clean Water Plant utilizes a carbon scrubber to control airborne odors from the four primary tanks, the sludge holding tanks, the influent wet well, and the truck bay. The carbon scrubber draws foul air through two beds of carbon media. Each bed is 3 feet deep with two-thirds of the bed made up of virgin activated carbon and the other one-third of the bed made up of high capacity carbon. Each type of carbon is designed to remove particular odor-causing compounds. Virgin activated carbon is used for removing organic compounds and high capacity carbon is used for removing hydrogen sulfide.

Due to some recent instances of odors being detected, carbon samples were sent to a certified lab to analyze the life remaining in the existing carbon. The results from this analysis showed that the carbon media was fully depleted and therefore in need of replacement.

Invitations to bid were sent to a number of carbon media suppliers and bids received back from three, the lowest of which was from the Calgon Carbon Corporation. Upon review of the bid received from Calgon, it was found to meet bid specifications. The plant has not purchased carbon from Calgon in the past; however they are on the approved carbon media supplier list of Black & Veatch Engineering, the plant's current design and process engineering firm.

**Budget Impact:**

Based on the information presented, it is recommended that the City Council accept the bid received for the Virgin Activated Carbon and the High Capacity Carbon as submitted by the Calgon Carbon Company in the amount of \$37,398.48. Adequate funds exist in the Clean Water Plant Operating Supplies Account #590-590-54300-740000.



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Approved: Myron Erickson, PE, Clean Water Plant Superintendent



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Approved: Thomas Kent, Deputy Director of Public Works

**CITY OF WYOMING, MICHIGAN  
TABULATION OF BIDS**

**On Carbon Media**

**Opened By City Clerk On August 28, 2012 At 11:00 a.m. o'clock**

**All bid prices reduced to net. All bid prices shown are firm for one year from award of bid.**

	Est. Qty. To Be Purchased	Calgon Carbon Corporation		SNR Technologies		Enduro Composites	
		Bid Price Per ft3	Total Bid Price for Est. Qty.	Bid Price Per ft3	Total Bid Price for Est. Qty.	Bid Price Per ft3	Total Bid Price for Est. Qty.
Virgin Activated Carbon Media	452	\$40.32	<b>\$18,224.64</b>	\$43.20	<b>\$19,526.40</b>	\$52.33	<b>\$23,653.16</b>
High Capacity Carbon Media	226	\$84.84	<b>\$19,173.84</b>	\$81.23	<b>\$18,357.98</b>	\$100.55	<b>\$22,724.30</b>
<b>Total</b>			<b>\$37,398.48</b>		<b>\$37,884.38</b>		<b>\$46,377.46</b>

## STAFF REPORT

Date: September 11, 2012

Subject: Parks and Recreation Brochure Design Services

From: Rebecca Rynbrandt, Director of Community Services

Cc: Susan P. Crump, CEO, Safety Research Corporation of America

Meeting Date: September 17, 2012

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### **RECOMMENDATION:**

It is recommended that the City Council approve a contract for Parks and Recreation Brochure Design Services with Safety Research Corporation of America. (3-Year Contract)

### **SUSTAINABILITY CRITERIA:**

Environmental Quality - Our Parks and Recreation Department provides over 200 health, wellness, athletic, education, and leisure opportunities through programs, park space, and facility reservations. Marketing of programs and services through the brochure fosters environmental stewardship of our natural resources and service enhancements which create, maintain, and strengthen our community's quality of life – creating a community where people want to live, work, and play.

Social Equity - Our programs and services create community for individuals and neighborhoods by fostering connections for families and friends while building strong minds and bodies. The brochure brings awareness of scholarships; free and low-cost, high quality programs enabling all citizens to have the opportunity to partake in activities.

Economic Strength - The ability to market the opportunities provided by the department ensures that we maximize the community's investments of its dedicated Parks and Recreation Operational Millage. Program income provides for enhanced services, allowing for expanded programs, and subsidies for low-cost and free programming for at-risk youth and family events. Additionally, participation in department programs, spending a day at a park or attending a party at a park lodge also has an impact on local businesses through purchases of equipment and supplies needed to participate fully.

### **DISCUSSION:**

Our Request for Proposal process resulted in six submittals, two of which were found to be both competitively priced and having experience in producing pieces similar to our seasonal brochure. Safety Research Corporation of America's bid came in 13-16% lower, depending on the number of pages per brochure, than the other qualified bid. This bid award would cover the design of three brochures a year, beginning with the 2013 Winter/Spring edition, and ending with the 2015 Fall edition.

Awarding of this bid will allow the department to continue to produce and distribute this important piece to the community three times a year. Through yearly surveys, the department has found that the seasonal brochure is the most effective and desired means of receiving information on the different opportunities offered by the department.

### **BUDGET IMPACT:**

Sufficient funds are available in 208-752-75200-801.006.

**CITY OF WYOMING, MICHIGAN**

**TABULATION OF BIDS**

**On Parks and Recreation Brochure Design Services**

Opened By City Clerk On August 28, 2012 At 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm through completion.

<b># OF PAGES:</b>	<b>SAFETY RESEARCH CORPORATION OF AMERICA</b>			<b>MUZZALL GRAPHICS</b>			<b>OLMSTED ASSOCIATES, INC.</b>		
	<b>Winter/ Spring</b>	<b>Summer</b>	<b>Fall</b>	<b>Winter/ Spring</b>	<b>Summer</b>	<b>Fall</b>	<b>Winter/ Spring</b>	<b>Summer</b>	<b>Fall</b>
<b>1<sup>st</sup> Year</b>									
24	\$2,136.00	\$2,136.00	\$2,136.00	\$2,294.00	\$2,294.00	\$2,294.00	\$2,480.00	\$2,480.00	\$2,480.00
28	\$2,436.00	\$2,436.00	\$2,436.00	\$2,676.00	\$2,676.00	\$2,676.00	\$2,842.50	\$2,842.50	\$2,842.50
32	\$2,720.00	\$2,720.00	\$2,720.00	\$3,058.00	\$3,058.00	\$3,058.00	\$3,255.00	\$3,255.00	\$3,255.00
<b>2<sup>nd</sup> Year</b>									
24	\$2,148.00	\$2,148.00	\$2,148.00	\$2,294.00	\$2,294.00	\$2,294.00	\$2,480.00	\$2,480.00	\$2,480.00
28	\$2,450.00	\$2,450.00	\$2,450.00	\$2,676.00	\$2,676.00	\$2,676.00	\$2,842.50	\$2,842.50	\$2,842.50
32	\$2,736.00	\$2,736.00	\$2,736.00	\$3,058.00	\$3,058.00	\$3,058.00	\$3,255.00	\$3,255.00	\$3,255.00
<b>3<sup>rd</sup> Year</b>									
24	\$2,160.00	\$2,160.00	\$2,160.00	\$2,294.00	\$2,294.00	\$2,294.00	\$2,480.00	\$2,480.00	\$2,480.00
28	\$2,464.00	\$2,464.00	\$2,464.00	\$2,676.00	\$2,676.00	\$2,676.00	\$2,842.50	\$2,842.50	\$2,842.50
32	\$2,752.00	\$2,752.00	\$2,752.00	\$3,058.00	\$3,058.00	\$3,058.00	\$3,255.00	\$3,255.00	\$3,255.00
<b>FALK DESIGN      PARKS PRODUCTIONS LTD.      HAWK DESIGN</b>									
	<b>Winter/ Spring</b>	<b>Summer</b>	<b>Fall</b>	<b>Winter/ Spring</b>	<b>Summer</b>	<b>Fall</b>	<b>Winter/ Spring</b>	<b>Summer</b>	<b>Fall</b>
<b>1<sup>st</sup> Year</b>									
24	\$6,000.00	\$6,000.00	\$6,000.00	\$7,215.00	\$5,265.00	\$5,265.00	\$7,900.00	\$5,900.00	\$5,900.00
28	\$7,000.00	\$7,000.00	\$7,000.00	\$7,965.00	\$5,715.00	\$5,715.00	\$9,216.00	\$7,216.00	\$7,216.00
32	\$8,000.00	\$8,000.00	\$8,000.00	\$8,715.00	\$6,165.00	\$6,165.00	\$ 10,507.00	\$8,507.00	\$8,507.00
<b>2<sup>nd</sup> Year</b>									
24	\$6,000.00	\$6,000.00	\$6,000.00	\$7,215.00	\$5,265.00	\$5,265.00	\$7,900.00	\$5,900.00	\$5,900.00
28	\$7,000.00	\$7,000.00	\$7,000.00	\$7,965.00	\$5,715.00	\$5,715.00	\$9,216.00	\$7,216.00	\$7,216.00
32	\$8,000.00	\$8,000.00	\$8,000.00	\$8,715.00	\$6,165.00	\$6,165.00	\$ 10,507.00	\$8,507.00	\$8,507.00
<b>3<sup>rd</sup> Year</b>									
24	\$6,000.00	\$6,000.00	\$6,000.00	\$7,215.00	\$5,265.00	\$5,265.00	\$7,900.00	\$5,900.00	\$5,900.00
28	\$7,000.00	\$7,000.00	\$7,000.00	\$7,965.00	\$5,715.00	\$5,715.00	\$9,216.00	\$7,216.00	\$7,216.00
32	\$8,000.00	\$8,000.00	\$8,000.00	\$8,715.00	\$6,165.00	\$6,165.00	\$ 10,507.00	\$8,507.00	\$8,507.00