

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JULY 1, 2013, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation**
Pastor Wayne Ondersma, The Dock Ministries
- 3) **Pledge of Allegiance**
- 4) **Roll Call**
- 5) **Student Recognition**
- 6) **Approval of Minutes**
From the regular meeting of June 17, 2013
- 7) **Approval of Agenda**
- 8) **Public Hearings**
 - 7:01 p.m. To Consider the Vacation of a Portion of 50th Street Commencing 400 Feet West of Clay Avenue and Extending West for a Distance of 422 Feet to its West Terminus
 - 7:02 p.m. To Consider the Vacation of Alcoma Street, East of Godfrey Avenue
 - 7:03 p.m. To Consider Use of the 2013 Edward Byrne Memorial Justice Grant Funds for Program Activities
 - 7:04 p.m. To Consider the Proposal to Change City Council Election Date to Even-Numbered Years
- 9) **Public Comment on Agenda Items** (3 minute limit per person)
- 10) **Presentations and Proclamations**
 - a) Presentations
 1. Presentation of the 2012 WYPD Annual Report by Police Chief Carmody
 - b) Proclamations
- 11) **Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) **Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) **Budget Amendments**
 - 1) Budget Amendment No. 1 – To Appropriate \$155,210 of Budgetary Authority and Recognize Related Grant Revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort F) with Wyoming Public Schools Resolution 24503 Dated 6/17/2013
 - 2) Budget Amendment No. 2 – To Appropriate \$150,820 of Budgetary Authority and Recognize Related Grant Revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort G) with Wyoming Public Schools Resolution 24504 Dated 6/17/2013
 - 3) Budget Amendment No. 3 – To Appropriate \$289,700 of Budgetary Authority and Recognize Related Grant Revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort H) with Wyoming Public Schools Resolution 24505 Dated 6/17/2013

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 Reappoint Members to Boards, Commissions and Committees for the City of Wyoming
- b) To Reappoint Members to the Historical Commission and Planning Commission for the City of Wyoming
- c) To Confirm the Reappointment of Sheldon DeKryger as a Member of the Construction Board of Appeals for the City of Wyoming
- d) Of Appreciation to Frederick Sturim for his Service as a Member of the Community Development Committee for the City of Wyoming
- e) Of Appreciation to Dave VanHouten for his Service as a Member of the Zoning Board of Appeals for the City of Wyoming
- f) Of Appreciation to Edward DiEnno for his Service as a Member of the Officers Compensation Commission for the City of Wyoming
- g) Of Appreciation to Edward DiEnno for his Service as a Member of the Board of Directors of the Economic Development Corporation and Brownfield Redevelopment Authority for the City of Wyoming
- h) To Set a Public Hearing to Establish an Industrial Development District in the City of Wyoming (July 15, 2013 at 7:01 p.m.)

15) Resolutions

- i) To Vacate a Portion of 50th Street Commencing 400 Feet West of Clay Avenue and Extending West for a Distance of 422 Feet to its West Terminus, in the City of Wyoming, Section 25, Kent County, Michigan
- j) To Vacate Alcoma Street, East of Godfrey Avenue, in the City of Wyoming, Section 2, Kent County, Michigan
- k) To Change the Date of Election for Mayor and City Council to the Even Years, as Authorized by Public Act 523 of 2012

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

- l) To Authorize a Contract for Specific Home Repair Services
- m) To Authorize an Agreement with Compassion This Way, Inc. to Provide Public Services Within the Taft Avenue Neighborhood – A Wyoming Community Development Block Grant Initiative
- n) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan for Fiscal Year 2013-2014
- o) To Approve a Change Order for the Water Treatment Plant Design Build Project and to Authorize the Mayor and City Clerk to Execute the Change Order
- p) To Accept Proposals for Legal Advertising and to Designate the City of Wyoming's Official Newspapers of Record (Budget Amendment No. 4)
- q) To Authorize the Purchase of Office Supplies, Paper and Toner
- r) For Award of Bid
 - 1. Cargo Trailer

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

WYOMING POLICE DEPARTMENT



ANNUAL REPORT 2012

JAMES E. CARMODY
CHIEF OF POLICE

Introduction



Chief James E. Carmody

To Those We Serve;

As we close out an exciting and challenging 2012, the next few years appear to be equally as challenging – and just as exciting. In accordance with our Mission Statement, we endeavor to continue reaching out to all of you as partners in our efforts to maintain the quality of life you have come to enjoy.

As you will read further into this report, our crime rates continue to place well below the national averages for Cities of equal size and population, but there are signs that things might be trending upward. History has proven many times in the past that crimes rates and the economy do have a relationship, but not in the manner one would think. Historically, crime rates drop when the economy slows. Coupled with our aggressive crime prevention and suppression efforts over the past few years, the City of Wyoming has enjoyed crime rates that are at historic lows.

Those areas that we are seeing some slight upturns are being addressed already and we have engaged all of our resources to focus on some of the causative factors. One of these efforts is a new and innovative method of tracking traffic and crime data, while looking for trends and overlaps. Data Driven Analysis of Crime and Traffic Statistics or DDACTS involves the analysis of crime and traffic crash data to identify “hot spots” of criminal activities, while also examining the traffic data for crashes and enforcement. Once an area is identified, patrol officers are deployed and engage in concentrated traffic enforcement. The net effect is an omnipresence of visible patrol activity and an increase in enforcement – reducing crashes and coming into contact with the criminal element that either live in the area, or are coming into the area to commit their crimes. Some of our initial trial periods have resulted in significant crash reduction and an increase in arrests for wanted persons and field interviews of possible suspects.

This past year also marked a milestone for the Wyoming Police Department when it was recognized by the Commission on Accreditation for Law Enforcement Agencies (CALEA) as one of less than one-thousand police departments in the United States to receive International accredited status. The award comes after a three year self-assessment process that required the compliance of 484 professional police standards. During self-assessment, all of the WYPD’s policies and practices were examined, refined, rewritten or implemented in order to achieve this prestigious recognition. Of the more than 400 police agencies in Michigan, the Wyoming Police Department is now one of only nine police departments in the State to have received this recognition.

The year has also been a year of changes. We have said goodbye to old friends and welcomed many new ones. We have worked to maintain our staffing and have strengthened our Forensic Science Unit with the addition of our new Supervisor, Terra Wesseldyk. Terra brings an incredible array of additional forensic skills to our team, and you will see the WYPD forensic capabilities expand into a number of new areas. These skill sets have been instrumental in aiding our Criminal Investigations Division in maintaining a case clearance rate far above the National averages, along with providing “iron-clad” criminal cases to be prosecuted and adjudicated. Along with the addition of Terra, we have made a number of new promotions during the past twelve months as well.

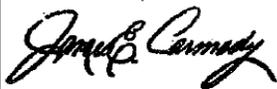
Introduction

Several newly appointed Sergeants and Lieutenants, supported by a host of new officers, bring energy to the department that is both refreshing and exciting. The depth of our management and leadership team is greater now than ever. These highly skilled and experienced leaders drive our progressive and proactive customer service model, while providing the needed mentorship for the officers who are new to our profession. All of these new supervisors and patrol officers are given careful and professional oversight by the more experienced command personnel and supported by two of the finest police Captains in the business.

As far as service delivery goes, we continue to introduce new innovations in proactive patrols, investigative services and community outreach. Our Community Service Officers (CSO's) have racked up hundreds of hours in building relationships and partnerships with both the residential and business community. Our CSOs took on a project of addressing high call demands at some local businesses by engaging both the surrounding businesses and the residents of adjoining neighborhoods. Focusing on partnerships, the end results were nothing less than spectacular. We reduced our calls-for-service in this area by 76% in less than one year. Our patrol officers, while providing proper call response times and aggressive traffic enforcement, were also able to conduct an incredible 30,000 business property checks in 2012. These require a physical check of a business or building by the officer, who then leaves a card indicating that the property was found to be secure.

Finally, it is well known in our professional circles that we go nowhere without the much needed support of our clerical staff and our Senior Volunteers. Their work is absolutely critical to the successful accomplishment of our Mission, and they are a critical piece of our success in all that we do. It is, and will continue to be, a team effort from front to back, side to side. We are here to serve you and this community in the best possible way, and we do it with; HONOR, COURAGE, DUTY, and TRUST. We thank you, our City Administration, our Mayor and City Council for their continued support and confidence. Without it, we stand alone.

Sincerely,



JAMES E. CARMODY
Your Chief of Police



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SECTION I



WHO WE ARE

Vision, Mission and Value Statements



OUR VISION

We recognize the value of establishing and maintaining community partnerships. From our professional staff and sworn members, to the many citizen and business groups who assist us in the fulfillment of our mission, we remain committed to the further enhancement of these partnerships. We will continually strive to develop the skills of our members, and to efficiently and effectively manage our resources to deliver the highest level of police service to the citizens of Wyoming.

OUR VALUES

HONOR—COURAGE—DUTY—TRUST

OUR MISSION

The **DUTY** of the Wyoming Police Department is to serve the people of our community with dignity, respect, fairness and compassion. We serve with **COURAGE** to protect life and property and maintain law and order. We will uphold the **TRUST** placed in us to safeguard constitutional guarantees and will do so with **HONOR** worthy of those who have served before us.

Year-End Sworn and Civilian Seniority 2012 Annual Summary

COMMAND & SUPERVISORY OFFICERS

CHIEF

James E. Carmody

CAPTAINS

1. Kim Koster
2. Kip Snyder

LIEUTENANTS

1. Thomas Groen
2. Scott Beckman
3. Scott Gardner
4. Jim Maguffee
5. Kirt Zuiderveen

SERGEANTS

1. Kurtis Robinson
2. John McCaw
3. Corey Walendzik
4. Michael Struve
5. Mark Easterly
6. Joe Steffes
7. Dave Hunt
8. Tim Pols
9. Eric Wiler
10. Brian Look
11. Dan Mahoney

SWORN BY SENIORITY

GROEN, Thomas
 GARDNER, Scott
 DOORNOS, Mark
 ROBINSON, Kurt
 THOMPSON, David
 MAWBY, H. David
 ADAMS, Randy
 LOPEZ, Jesse
 BECKMAN, Scott
 KAMSTRA, Russell
 MCKINNON, Margaret
 HUDENKO, Brian
 PENA, Paul
 MORALES, Carmen
 WHITCOMB, Jillaine
 WALENDZIK, Corey
 SNYDER, Kip
 RELLINGER, Stephen
 HOLMAN, Marc
 STEFFES, Joseph
 BYLSMA, Jeffrey
 VERHAGE, D.J.
 GRUNEWALD, Eric
 STRUVE, Michael
 MOORE, Michael
 KOSTER, Kimberly
 MCCAW, John
 BARTONE, Adam
 HUNT, David

ZUIDERVEEN, Kirt
 MAHONEY, Dan
 CHO, Alvin
 KEEN, Pamela
 MCGINNIS, Shad
 RITTENGER, Scott
 HOLMBERG, Devon
 ROOKS, Matthew
 FERGUSON, Dennis
 WALKER, Charles
 CASTER, Jason
 DOLL, Ron
 LOOK, Brian
 MAGUFFEE, James
 EASTERLY, Mark
 CAMMENGA, David
 SMIT, Douglas
 VELDMAN, Mitchel
 POLS, Timothy
 DURIAN, Ben
 HARTUNIEWICZ, Frank
 WILER, Eric
 DEBOER, Christopher
 ROBINSON, Robert
 SILVIS, Ryan
 DUFFY, Gregory
 WALTER, Jeremy
 SWIERCZ, Philip
 AUNGST, Robert
 CLORE, Rachel
 DURELL, Jon
 ALLEN, Rory
 CARMODY, James
 STAMAN, Erich
 WATERS, Julie
 SHELLNBARGER, Blair
 EAGAN, Ross
 CLARK, Margo
 MEREDITH, Robert
 HOLMBERG, Dwayn
 SUTTON, Sarah
 COOK, Dustin
 VLIETSTRA, Dan
 TOONSTRA, Eric
 GREEN, Kresten
 JACOB, Anthony
 DUIMSTRA, Kelli
 LYNN, Chad
 TOONSTRA, Steve
 LINDER, Mark
 PATTERSON, Ryan
 HECKSEL, Ben

CIVILIAN PERSONNEL

GENERAL

ZAAGMAN, Milton
 VANDERZOUWEN, Cynthia
 SMEDBERG, Sandra
 BEATTY, Shannon
 PEASE, Julie
 ASIALA, Paula
 BRITTAIN, Wendy
 MASULA, Todd
 GARTHE, Christine
 DILLEY, Anthony

ADMINISTRATION

VISSER, Deborah
 MACICAK, Betsy
 WESSELDYK, Terra

| |
|---|
| 2012 Year-end Staffing Levels 86 Sworn 14 Civilian |
|---|

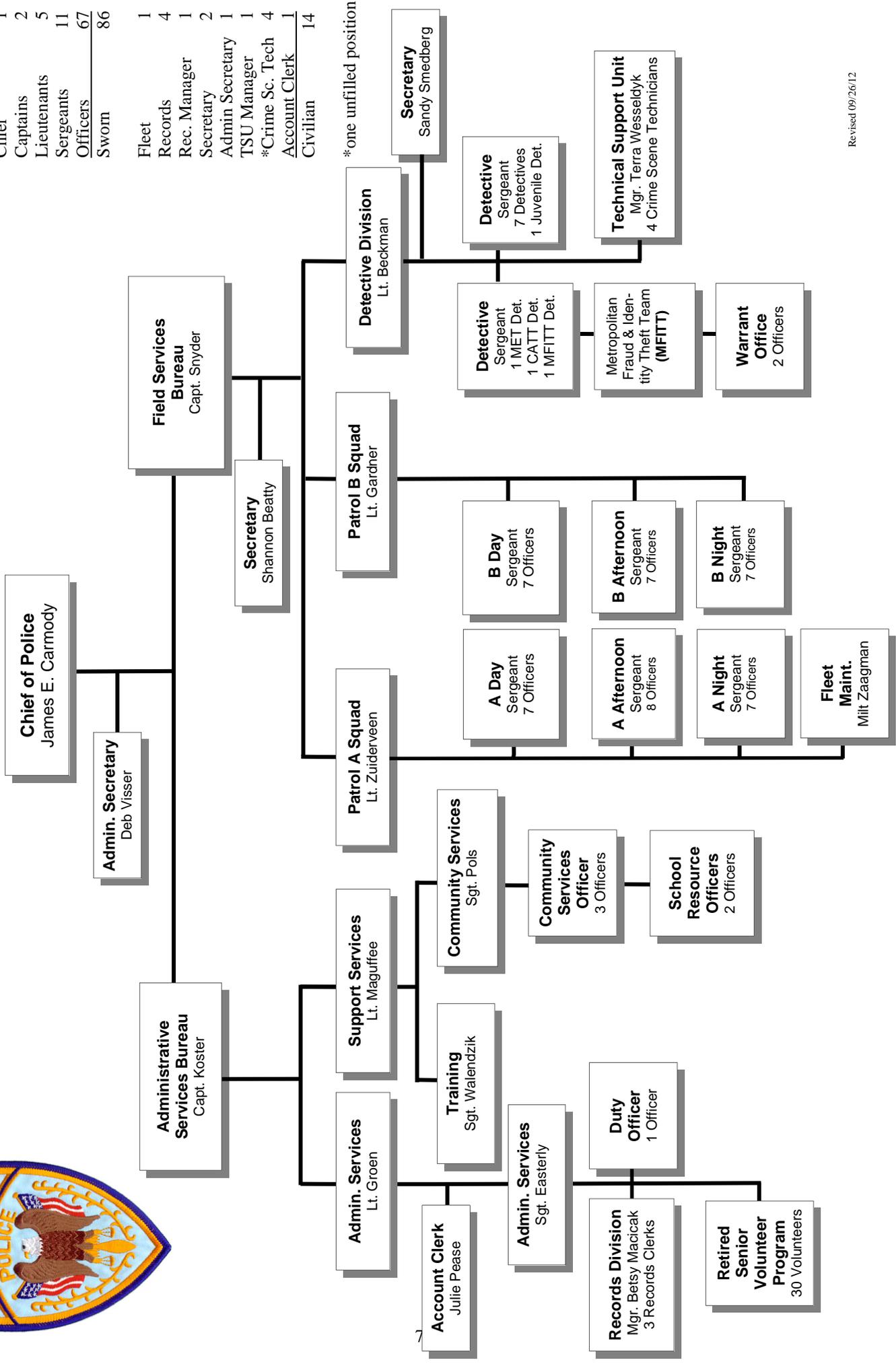


Staffing Levels

Chief 1
 Captains 2
 Lieutenants 5
 Sergeants 11
 Officers 67
 Sworn 86

Fleet 1
 Records 4
 Rec. Manager 1
 Secretary 2
 Admin Secretary 1
 TSU Manager 1
 *Crime Sc. Tech 4
 Account Clerk 1
 Civilian 14

*one unfilled position



Sworn & Civilian Staffing

2012 Annual Summary

Staffing Data

Sworn Personnel

The Nation's cities collectively had a rate of 2.4 sworn law enforcement officers per 1,000 inhabitants in 2011. Cities with populations of 50,000 to 99,999 reported a rate of 1.7 sworn per 1,000 inhabitants.

In the Midwest region, the collective rate in 2011 was 2.1 sworn officers per 1,000 inhabitants. For those cities in the Midwest where the size of the population is similar to Wyoming (50,000-999,999), the rate was 1.5. In 2012, the Wyoming Police Department was staffed at the rate of 1.2 officers per 1,000 inhabitants.

Civilian Personnel

Civilian employees comprised 30.4 percent of the Nation's law enforcement workforce in 2010. Cities with similar population to Wyoming reported 22.6 percent of their workforce are civilian, while suburban areas reported 34.5 percent. In 2012, the WYPD reported that 13.1 percent of the workforce are civilian employees.

Total Personnel

In 2012, the Nation's rate of full-time law enforcement employees (civilian and sworn) per 1,000 inhabitants was 2.9. Cities with a population between 50,000 and 99,999 averaged 2.1 employees. In 2012, the WYPD reported 1.4 law enforcement employees per 1,000 inhabitants.

Personnel Changes:

New Hires in 2012:



Christine Garthe
Records Clerk



Terra Wesseldyk
TSU Supervisor



Anthony Dilley
Crime Scene Tech.

Retirements in 2012:



Paul Anglim
Lieutenant



Kevin Meaney
Patrol Officer



James Bivins
Patrol Officer

Changes in employment in 2012:



Bradley Schutter
Captain



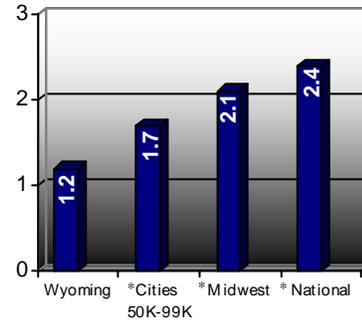
Suzanne Snider
Crime Scene Tech.



Brian McMahon
Crime Scene Tech.

Sworn Staffing

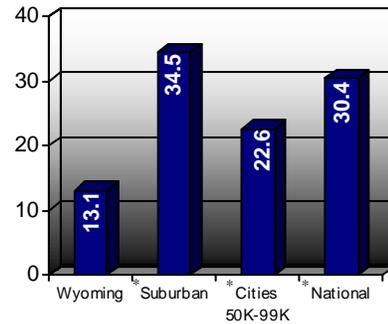
National Comparative Analysis
Number and Rate Per 1,000 Inhabitants



*Comparison based upon 2011 figures (2012 not yet available)

Civilian Staffing

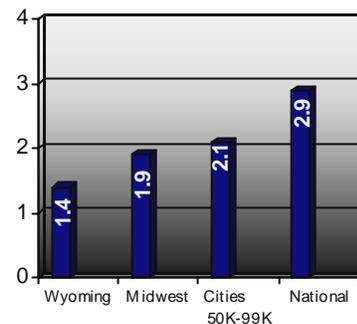
National Comparative Analysis
Percent of Law Enforcement Force



*Comparison based upon 2011 figures (2012 not yet available)

Total Staffing

National Comparative Analysis
Number and Rate Per 1,000 Inhabitants



*Comparison based upon 2011 figures (2012 not yet available)

Awards, Commendations and Internal Investigations 2012 Annual Summary

The Wyoming Police Department recognizes its members who distinguish themselves by performing service(s) over and above what is normally expected in similar circumstances. The Department has an Awards Board that consists of a broad representation of the department that is tasked with reviewing any requests for awards submitted by personnel of the agency. The award board determines the award(s) to be issued, as well as the manner in which those awards will be presented to the recipients.

Individual Commendation Awards

| | | | |
|-------------------------|---------------------|------------------|-----------------|
| Ofc. Robert Aungst | Ofc. Dustin Cook | Ofc. Ben Hecksel | Ofc. Tony Jacob |
| Ofc. Eric Toonstra (x2) | Sgt. Corey Walenzik | | |

Safe Driving Awards

| | | | |
|--------------------|------------------------|----------------------|--------------------|
| Ofc. Robert Aungst | Sgt. Brian Look | Det. Scott Rittenger | Det. Jill Whitcomb |
| Ofc. Mark Doornbos | Ofc. Margaret McKinnon | Ofc. Charles Walker | |
| Sgt. Mark Easterly | Ofc. Carmen Morales | Ofc. Jeremy Walter | |

Department Unit Citation (awarded to 12 AMR-SRT Medics)

| | | | |
|-------------------|--------------|---------------|----------------|
| James Bolan | Bruce Kulfan | April Rogers | Jeff Trospen |
| Eric Daniels | Terry Loew | Tom Schilling | Craig Veldheer |
| Michele Groendyke | Dave Maatman | Dave Skujins | Tim Webb |

Outstanding Administrative Service Award

Sgt. Eric Wiler

Chief's Award of Excellence

Ofc. Jason Caster
Sgt. Brian Look

Lifesaving Awards

Ofc. Devon Holmberg
Ofc. Dwayn Holmberg
Ofc. Ryan Patterson

Certificates of Merit

Ofc. Randy Adams
Ofc. Blair Shellenbarger
Ofc. Eric Toonstra



Officer of the Year
Paul Pena



Civilian of the Year
Betsy Macicak

2012 Civilian of the Year

Betsy Macicak

2012 Officer of the Year

Ofc. Paul Pena

Members of the Awards Board

| | | |
|--------------------|---------------------|----------------|
| Lt. James Maguffee | Det. Jeff Bylsma | Shannon Beatty |
| Lt. Joe Steffes | Ofc. Carmen Morales | |

SUMMARY OF CITIZEN COMPLAINTS AND INTERNAL INVESTIGATIONS FOR 2012

The information shown below is a breakdown of investigations based on citizen complaints and other internal inquiries completed by Command Officers for the year 2012.

| | |
|--|----|
| Total Citizen Complaints Investigated: | 24 |
| Total Internal Affairs Investigations: | 9 |
| Finding upon completed investigation: | |
| Not Sustained | 2 |
| Exonerated | 17 |
| Unfounded | 8 |
| Sustained | 6 |

*one complaint involving dispatch was turned over to another agency



SECTION II



OUR COMMUNITY

Wyoming at a Glance



Community Profile

The City of Wyoming is hardly your typical city. Rather than spreading out from an original point of settlement, this community grew from the outside in. And today its downtown is a three-and-a-half mile stretch of five-lane 28th Street, one of Michigan’s busiest roadways.

Though commercial establishments are scattered throughout Wyoming today, the greatest concentration is along 28th Street. Wyoming City Hall is there, too--- across the busy street from Rogers Plaza, the first shopping mall in Kent County.

Early in its first year as a city, Wyoming officials sifted through contest entries and selected a motto---‘City of Vision and Progress.’ It has proven to be an appropriate choice. The city appears to have had 20/20 vision and continues to make great progress.

Wyoming’s population continues to grow. Today, Wyoming is Michigan’s 16th largest community with west Michigan’s third largest industrial tax base. The City has grown to 72,125 strong with a diverse cultural base, six school districts, a balance of older and modern homes, retail variety and an abundance of parkland. All this takes place in a region that is proud, independent, and growing while still competitive.

| Population by Gender | |
|----------------------|---------|
| Gender | Percent |
| Male | 75.8% |
| Female | 50.7% |

| Population by Race | |
|-----------------------------------|---------|
| Race | Percent |
| White (Non-Hispanic) | 75.8% |
| Black or African American | 7.2% |
| Asian | 2.8 |
| American Indian and Alaska Native | .6% |
| Other | 9.6% |
| Two or more races | 3.8% |
| Hispanic or Latino of any race | 19.4% |

| Largest Employers | | |
|-------------------|---------------------------|----------------|
| # | Employer | # of Employees |
| 1 | Metro Health Hospital | 2,284 |
| 2 | Gordon Food Service | 961 |
| 3 | United Parcel Service | 800 |
| 4 | Wyoming Public Schools | 615 |
| 5 | Benteler | 508 |
| 6 | Delphi | 500 |
| 7 | Synergis | 500 |
| 8 | Country Fresh | 419 |
| 9 | Michigan Turkey Producers | 385 |
| 10 | City of Wyoming | 335 |

For more information, visit www.wyomingmi.gov.

City Council, Leadership & Guiding Principles



Wyoming City Council & Leadership



Jack A. Poll
Mayor



Sam Bolt
Councilmember-at-Large



Dan Burrill
Councilmember-at-Large



Kent Vanderwood
Councilmember-at-Large



William A. VerHulst
1st Ward Councilmember
Mayor Protem



Richard K. Pastoor
2nd Ward Councilmember



Joanne M. Voorhees
3rd Ward Councilmember



Curtis Holt
City Manger



Barbara VanDuren
Deputy City Manager

GUIDING PRINCIPLES

Providing Optimum Customer Service

The City will provide a high level of customer service, utilizing a qualified and enthusiastic staff.

High Quality Infrastructure Standards

The City will utilize high quality standards in designing, constructing and maintaining infrastructure.

Community Aesthetics

The City's image will be a pleasant, comfortable and visually stimulating place in which to live, work, and visit.

Stewardship Of Resources

The City will optimally utilize its natural and human resources.

Financial Stability

The City will meet the community's needs for services and facilities using sound financial management.

City Council Meetings

1st & 3rd Mondays of the month
7:00 P.M. at City Hall Council Chambers

Council Work Session

2nd Monday of the month
7:00 P.M. at City Hall Council Chambers

SECTION III



OUR SERVICES

Administrative Services Bureau

Annual Summary

Administrative/Support Services



Capt. Koster Lt. Groen Lt. Maguffee Deb Visser Julie Pease



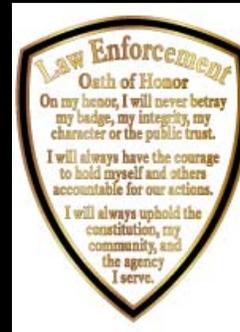
The Administrative Services Bureau is comprised of one Captain, two Lieutenants, one Secretary and one Account Clerk. The specialized services and the responsibilities of the Bureau include:

Responsibilities:

- Budget
- CALEA
- Personnel
- Payroll Reporting
- Annual Report
- Internal Affairs
- Travel & Training
- Policy & Procedures
- MCOLES Certification
- Department Technology
- Public Information Office
- Building & Grounds Services

Specialized Services:

- Account Management
- Records Management
- Communications
- Criminal Intelligence Unit



Staffing Data

| | |
|--------------------------|--------------------|
| Chief: | James E. Carmody |
| Bureau Commander: | Capt. Kim Koster |
| Administration: | Lt. Tom Groen |
| Support Services: | Lt. James Maguffee |
| Secretary: | Deb Visser |
| Account Clerk: | Julie Pease |

Records Management Annual Summary

Records Management

The Records Management Unit is comprised of one Office Manager, and 3 civilian personnel. The specialized services and responsibilities of the unit includes:

Responsibilities:

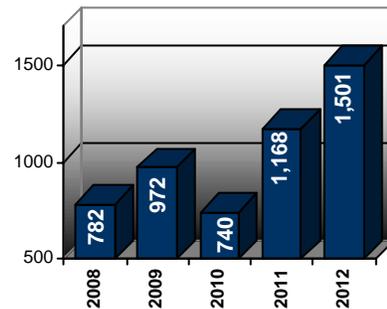
- MICR Reporting
- Abandoned Vehicles
- Abandoned / Stolen Bicycles
- Report Imaging / Distribution
- Alarm Ordinance Enforcement
- Staff Customer Service Window
- Monthly Reporting and Statistics
- Data Entry / Statistical Reporting
- Freedom of Information Requests

Specialized Services:

- Firearms Registration
- Sex Offender Registration



**License to Purchase
Five Year Trend**



Staffing Data

Office Manager: Betsy Macicak

Office Clerks: Paula Asiala
Cindy Robinson
Christine Garthe



Betsy Macicak



Paula Asiala



Cindy Robinson



Christine Garthe

Records Manager Betsy Macicak was selected as the 2012 Civilian of the Year. Betsy is a remarkable leader whose attention to detail and determination led to the successful conclusion of a new Records Management System implementation.

Betsy and her team were also instrumental in the transition from our stand-alone CAD system to a countywide solution. The Records Division continues to achieve a high degree of accuracy in the maintenance of our records.

Patrol Services

Annual Summary

Patrol Services



Capt. K. Snyder



Lt. K. Zuiderveen



Lt. Scott Gardner



Shannon Beatty



The Patrol Services is comprised of two Lieutenants, eight sergeants, one detective, forty-four uniformed officers, one civilian and thirty-one senior volunteers. The specialized services and the responsibilities of the division include:

Responsibilities:

- Crime Prevention
- Community Service
- Preserve the Peace
- Protect Life and Property
- Conduct Initial Investigations
- Respond to Calls for Service
- Enforce Laws and City Ordinances
- Traffic Safety and Enforcement
- School Walk-Thru Program
- Business and Property Checks
- Building Partnerships

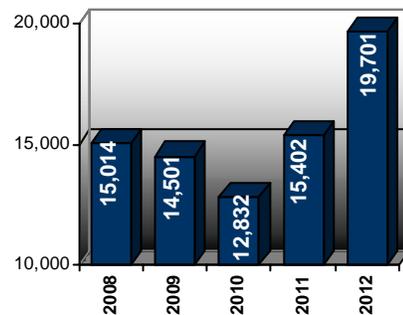
Specialized Services:

- K-9 Unit
- Detective Bureau
- Crisis Negotiation Team
- Motorcycle Unit
- Tactical Arrest and Confrontation Team
- Licensing

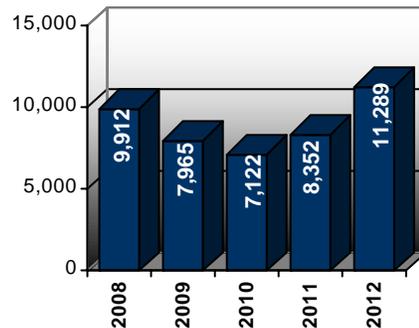
Staffing Data

| | |
|----------------------------|---|
| Chief: | James E. Carmody |
| Bureau Commander: | Capt. Kip Snyder |
| Squad Commanders: | Lt. Kirt Zuiderveen Lt. Scott Gardner |
| Patrol Supervision: | Sgt. John McCaw Sgt. Mike Struve Sgt. Tim Pols Sgt. Corey Walendzik Sgt. Kurt Robinson Sgt. Brian Look |
| Secretary: | Shannon Beatty |

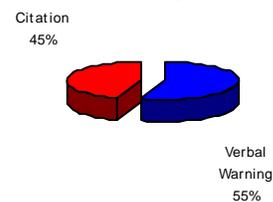
Traffic Stops
Five Year Trend



Traffic Citations Issued
Five Year Trend



Traffic Stops
Citation Issued vs. Verbal Warning



Detective Bureau Annual Summary

Detective Bureau



The Detective Bureau Commander is Lt. Scott Beckman. The unit is comprised of two Sergeants, eleven (11) Detectives, two uniformed officers, and one civilian.

The specialized services and the responsibilities of the Detective Bureau include:

Responsibilities Include:

- Follow-up Investigation of All Case Types
- Liquor Inspections / Complaints
- Obtain Warrants for Felony, High Misd. Arrests and search warrants

Specialized Services:

- Warrant Office
- Combined Auto Theft Team
- Metro Narcotics Enforcement Team
- Metro Fraud and Identity Theft Team

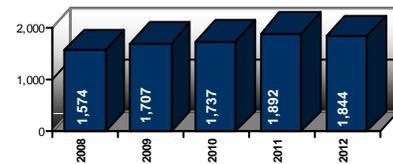
Annual Statistics:

| | |
|--|------|
| Total cases assigned | 1844 |
| Closed by arrest/petition | 562 |
| Warrant in LEIN | 89 |
| Open Cases | 133 |
| Combined with WYPD case(s) | 43 |
| Combined with other agency's case(s) | 36 |
| Victim refused or no prosecution sought | 90 |
| Warrant or petition denied | 304 |
| No suspects or leads | 345 |
| Police procedures complete | 161 |
| Death of the offender (not investigated) | 12 |
| Assigned to City Attorney | 507 |



Sandy Smedberg
Secretary

Total Cases Assigned



Metropolitan Enforcement Team

One Detective is assigned to the Metropolitan Enforcement Team (MET), which is a multi-jurisdictional drug task force that investigates narcotics traffickers within Kent County. The detective's wages and benefits are covered by state grant funding.

Combined Auto Theft Team (CATT)

One detective was assigned to the Combined Auto Theft Team, which is comprised of officers from the Wyoming, Kentwood and Grand Rapids Police Departments.

Metro Fraud and Identity Theft Team (MFITT)

One detective was assigned to the Metro Fraud and Identity Theft Team which is comprised of officers from the Wyoming, Kentwood and Grand Rapids Police Departments.

Staffing Data

Detective Bureau Supervision: Sgt. J. Steffes, Sgt. D. Hunt



Sgt. J. Steffes Sgt. D. Hunt Det. D. Cammenga Det. J. Bishop Det. E. Wiler Det. P. Keen Det. M. Moore



Det. J. Durell Det. D. Thompson Det. J. Bylsma Det. S. Rittenger Det. P. Swiercz

Warrant Unit



M. McKinnon



R. Doll

Officers Margaret McKinnon and Al Cho are assigned to the Warrant Unit.

| | |
|-----------------------------|-----|
| Arrests | 292 |
| Prisoners-booked | 386 |
| Prisoners-processed | 680 |
| Prisoner-transported | 472 |
| Warrants obtained | 136 |
| Warrants received-new | 274 |
| Warrants served-bench | 34 |
| Warrants served-felony | 30 |
| Warrants served-misdemeanor | 179 |

Technical Support Unit

Annual Summary

Technical Support Unit



In 2012, the Technical Support Unit (TSU) was supervised by Terra Wesseldyk. The Technical Support Unit received and processed 980 requests for service in 2012. This included 384 crime scenes and 81 vehicles processed.

The unit is currently comprised of one supervisor and four civilian crime scene technicians.

TSU Activities include:

Crime Scene Investigation

- Photography
- Latent Fingerprint
- Accident Investigation
- Trace Evidence Recovery
- Measurements and Sketching
- Bloodstain Pattern Interpretation
- Footwear and Tire Track Impression Recovery

Laboratory Analysis

- Latent Fingerprint
- Comparison Analysis
- Forensic Light Source
- Conventional and Chemical Processing
- Automated Fingerprint Identification System (AFIS)

Additional Specialties

- Public Relations
- Prisoner Processing
- Property Management
- Forensic Video Analysis
- Data Master Maintenance
- Computer Composite Facial Reconstruction
- Photographic Documentation of assault Victim Injuries



Latent Print Unit Activity

| | |
|---------------------------------------|-------|
| Cases received for comparison | 223 |
| Latent fingerprints examined | 5,112 |
| Cases submitted with suspect ID's | 55 |
| Cases with positive print comparisons | 89 |

AFIS Activity

| | |
|--------------------------|-----|
| Prints Entered into AFIS | 213 |
| AFIS Hits | 47 |
| Hit Rate | 22% |

Unit Activity

| | |
|-----------------------------------|-------|
| Calls for Service | 980 |
| Crime Scenes | 384 |
| Vehicles Processed | 81 |
| Property Rec'd/Released/Destroyed | 8,483 |

Unit Accomplishments

Technician Wendy Brittain and Anthony Dilley were involved in the processing of a homicide scene where the latent prints and evidence were recovered. Their professional and detailed crime scene investigation contributed to the suspect pleading guilty as charged to 2nd Degree Murder.

Technician Masula processed a vehicle involved in a Kentwood homicide. Masula recovered a latent and was able to make a print identification to their prime suspect. His discovery of that latent print contributed to the subsequent arrest and conviction of a dangerous felon.

In November of 2012, Terra Wesseldyk was hired to supervise the unit. Terra's knowledge and expertise make her an outstanding leader for this highly qualified and respected team.

Staffing Data

Unit Supervisor: Terra Wesseldyk

Crime Scene Technicians:



Wendy Brittain



Anthony Dilley



Todd Masula



Suzanne Snider

K-9 UNIT Annual Summary

K-9 Unit

Sgt. Dan Mahoney is the commander of the K-9 Unit. The K-9 Unit is an enhanced support function for the Patrol Division and other departmental functions. The K-9 Unit's primary functions are to respond to calls of incidents with armed or dangerous suspects, in-progress felonies, tracking missing persons or suspects, building searches, searches for articles or evidence (including narcotics), and public demonstrations. The unit is comprised of five handlers and six dogs. During 2012, the unit responded to 241 calls for service.



Unit Data

Total Drugs Seized:

| | |
|--------------------|-------------|
| Marijuana | 1,588 grams |
| Cocaine | 12 grams |
| Cash Forfeiture | \$6,131 |
| Evidence Recovered | 9 pieces |

Tracks/Searches:

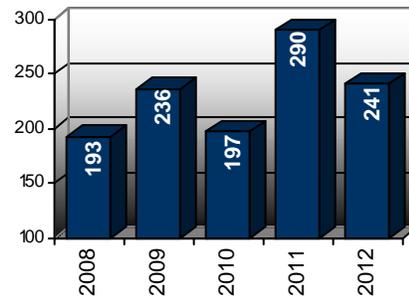
| | | | |
|-------------------|-----|-----------------|----|
| Tracks | 179 | Narcotic Sniffs | 90 |
| Build. Searches | 7 | Arrests | 35 |
| Evidence Searches | 14 | Public Events | 27 |

Agency Assists:

| | | | |
|-------------------|-----|----------|----|
| WYPD | 125 | GRPD | 55 |
| Kentwood PD | 22 | Kent Co. | 30 |
| Grandville | 2 | Walker | 1 |
| East Grand Rapids | 1 | Other | 1 |

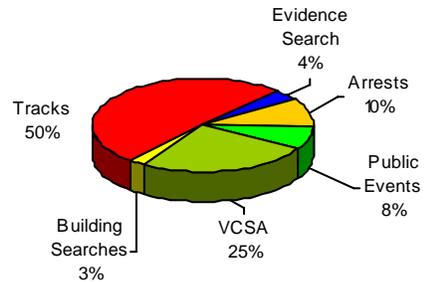
K-9 Activations

2008 - 2012



K9 Activity

By Call Type



Staffing Data

Unit Commander: Sgt. Mahoney

K-9 Teams:

| Officer / K-9 | Activations | Arrests |
|----------------------------------|-------------|---------|
| Ofc. Randy Adams / Baron & Mojoy | 61 | 6 |
| Ofc. Mahoney / Chico | 43 | 7 |
| Ofc. Rob Aungst / Zeke | 79 | 9 |
| Ofc. Bob Robinson / Arras | 56 | 10 |
| Ofc. Eric Toonstra / Dutch | 2 | 2 |

School Liaison Program Annual Summary

School Resource Activities

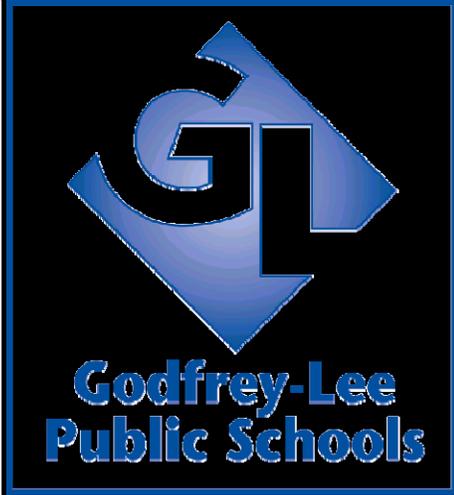


Sgt. Tim Pols is the supervisor of the School Resource Officer (SRO) program. The School Resource Officer program is a nationally accepted program involving the placement of a law enforcement officer within the educational environment.

The Wyoming Police Department has found that this long-standing partnership with the schools is very beneficial to the students and faculty. The mission of the unit is for the School Resource Officer to be a resource for students, parents, teachers and administrative staff regarding law issues. The SRO also serves as a link to other service agencies which provide preventive and counseling services within the school district. Working hand in hand with the principal in each school, the SRO assists with finding solutions to problems affecting school-aged children.

One of the primary goals of the program is to provide a safe learning environment for students and staff. To assist in this goal, this unit:

- Develops relationships with students and staff while participating in the education of students on topics such as: drug and alcohol use, violence prevention, internet and personal safety, etc.
- Conducts site security operations and reviews.
- Works closely with the Patrol Division as they conduct daily school walk-thrus.
- Works closely with the Detective Division to follow up on or assist in investigations involving students.



Ofc. Chris DeBoer
Godfrey-Lee

Ofc. Ryan Silvis
Wyoming Public
Schools



Tactical Arrest and Confrontation Team Annual Summary

T.A.C.T. Data

The TACT was utilized eleven times during 2012, four times on drug-related search warrants, three high risk warrant services and four barricaded incidents. Calls requiring TACT activation can and do occur at all hours of the day and night. Although not on “stand-by”, team members strive to maintain an operational attendance rate of 80%. During 2012, the team obtained a rate of 85.1%.

Staffing:

- Lt. Paul Anglim retired from the department in 2012. Lt. Kirt Zuiderveen moved to the Team Leader position, Sgt. Eric Wiler moved to the Assistant Team Leader position and Det. Dave Thompson was moved to the Sniper Element Leader position.
- Officer Ryan Silvis was selected to be a member of the team.

Equipment:

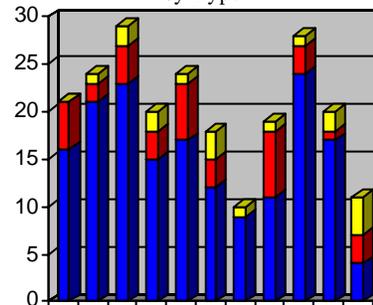
- In 2011, Det. Wiler attended training on the Military 1033 program and began obtaining equipment for the unit at minimal cost. By the end of 2012, Sgt. Wiler has acquired nearly \$56,000 worth of equipment costing the City of Wyoming just under \$800 in shipping costs.

Training:

- TACT completed their scheduled in-service training during this year.
- Representatives from the team attended the NTOA Tactical Conference in Richmond, Virginia and the NTOA Crisis Negotiator Conference in Tempe, Arizona.
- The team participated in joint training opportunities with other agencies including GRPD SRT and Bomb Squad.
- TACT members facilitated training to members of the department on topics such as: tactical application of force, building clearing techniques, use of force, defensive tactics and less lethal force options.
- Det. Swiercz placed 8th in the 2011 WMTOA Sniper competition.



**Tactical Incidents
by Type**



■ Narcotics ■ High Risk
■ Barricaded ■ Hostage

Staffing Data

TACT Unit Commander: Lt. Kirt Zuiderveen

TACT Members:

| | |
|-------------------|--------------------------|
| Sgt. Eric Wiler | Det. David Thompson |
| Ofc. Chris DeBoer | Det. Jeremy Walter |
| Ofc. Greg Duffy | Ofc. Devon Holmberg |
| Ofc. Ross Eagan | Ofc. Dwayne Holmberg |
| Ofc. Jesse Lopez | Ofc. Blair Shellenbarger |
| Ofc. Paul Pena | Ofc. Ryan Silvis |
| Ofc. Matt Rooks | |
| Det. Phil Swiercz | |

Crisis Negotiations Team:

Sgt. Mike Struve
Sgt. Tim Pols
Det. Mike Moore
Ofc. Rory Allen
Ofc. Ron Doll
Ofc. Julie Waters



WYPD-TACT
“No Mission too Difficult - No Sacrifice too Great”

Retired Senior Volunteer Patrol Annual Summary

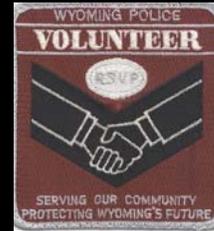
Volunteer Activities

Sgt. Mark Easterly is the coordinator of the Senior Volunteer Program. During 2012, 30 members of the WYPD Senior Volunteer Patrol provided 4,594 hours of service to the Wyoming Police Department and the City of Wyoming. Their donated hours included:

- | | |
|---|----------------------------|
| Warrant Audits | Food Bank Deliveries |
| Pawn Shop Reports | Public Relation Activities |
| Subpoenas Services | You Are Not Alone Visits |
| Patrol Services Assistance | Fleet Services Assistance |
| Area School Service | |
| Administrative Services Assistance | |
| Crime Analysis/Criminal Intelligence Unit | |

Hours Served by TASK

| | |
|--------------------------------------|-----|
| Child Fingerprint Identification | 927 |
| Abandoned Bicycles Picked Up | 25 |
| Fire Lane Citations Issued | 81 |
| Fire Lane Warnings | 178 |
| Handicapped Parking Citations Issued | 341 |
| Handicapped Parking Warnings Issued | 414 |
| Vacation House Checks | 794 |
| Vacant House Checks for Inspections | 26 |
| Subpoenas served | 20 |
| City Weed Inspections | 308 |
| Court Appearances | 7 |
| YANA (You Are Not Alone) Visits | 125 |

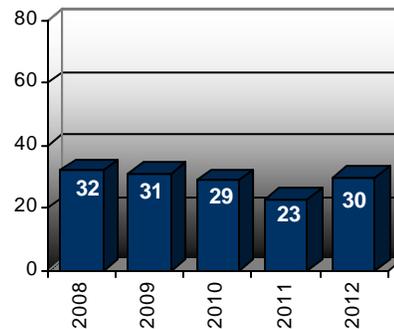


Staffing Data

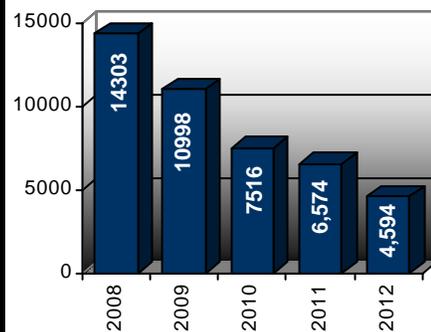
RSVP Coordinator: Sgt. Mark Easterly
Volunteers: 30



Volunteers
2008 - 2012



Volunteer Hours
2008 - 2012



Department Training

Annual Summary

Training Summary

The Wyoming Police Department Training Unit utilizes many different delivery methods to improve upon our knowledge, skills and abilities. These methods include, but are not limited to: Field training, In-service training sessions, West Michigan Criminal Justice Training Consortium (WMCJTC) classes, Roll Call sessions, and vendor-provided training.



Training Methods

Our Commitment to Training

Members of the department attended approximately 9,500 hours of documented, specialized training during 2012. Although our staffing numbers fluctuate, that represents an average of just over 120 hours of training per officer throughout the year. This does not include the regularly scheduled TACT training, K9 training, CNT training, Honor Guard training or individual range training. The Wyoming Police Department prides itself on the quality of training provided to officers.



West Michigan Criminal Justice Training Consortium (WMCJTC)

Our partnership with WMCJTC provides an economic method of training our employees. WMCJTC sponsored courses attended in 2012 included topics such as:

- Legal Update
- Police Precision Driving
- Northwestern University School of Police Staff and Command
- Accident Investigation (Series 1-8)

Mandatory and In-Service Training

The training unit delivers the mandatory weapons qualifications, OSHA and CALEA mandated trainings, special unit in-service training and other specialty courses. A training matrix was developed to help insure that all of the mandatory topics are covered. With our own staff instructors, we conducted in-house training on numerous topics in 2012, including:

- | | |
|-----------------------|---|
| ASP expandable batons | Cell Phone Technology in Investigations |
| Defensive Tactics | SFST refresher |
| Field Force | Motorcycle Refresher |
| Active Shooter | CPL/Open Carry Issue |
| Taser Instruction | |

Vendor-provided training

Training that cannot be obtained through the previously described methods is often procured through outside vendors with expertise in topics such as:

- | | |
|--------------------------|--------------------------------------|
| Street Survival | Ultimate Survival |
| Field Training Officer | Wellness Training - Cooper Institute |
| CPTED Training | Shotgun Armorer |
| Crime Free Multi-Housing | Annual NTOA and CNT Conferences |

GROUPS HOSTED

Our training facilities hosted the following groups in 2012:

- Kent County Area Chief's of Police.
- GRCC Police Academy Class
- Metro High School Police Academy
- New American and Citizens Police Academy
- Area Gang Investigators
- Metro Cruise Planning Team
- Metro Honor Guard Group
- Neighborhood Watch Groups
- Incident Management Team
- Finance and Bank Investigators Grp.
- Retired Senior Volunteer Program
- Cub Scout / Boy Scout Troops
- Wyoming Community Youth Coalition
- Kent County Probation Officers

Community Programs



Neighborhood Watch Program

Our Neighborhood Watch Program encourages people in our community to have ownership of the neighborhoods by becoming more aware of their neighbors and report suspicious activity to the police. This program also encourages collaboration among neighbors to actively address community issues and concerns. Representatives of the Wyoming Police Department joined Neighborhood Watch groups in celebrating the 29th Annual National Night Out.



Child Watch

We have trained and screened volunteers throughout the city to assist us in providing a safe haven for children in distress. In addition to the community volunteers, the schools partner with us to provide the children with the educational to let them know the house with the watchful eye is a safe haven for them in an emergency.



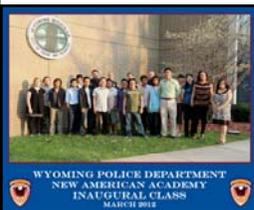
Metro High School Police Academy

The Metro High School Police Academy was formed in June of 1996 as a cooperative effort between the Wyoming, Kentwood and Grandville Police Departments. It has since expanded to include the departments of Walker, Rockford, East Grand Rapids, the Kent County Sheriff's Department. Since the expansion, the program services students from over 29 different schools. The academy offers the students with forty-eight hours of instruction that is based on the Michigan Commission on Law Enforcement Standards Basic Police Training Curriculum.



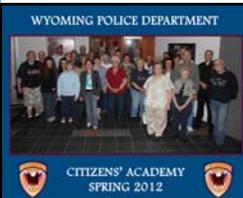
National Night Out

National Night Out is a nationwide crime prevention programs that encourages people to get out and meet their neighbors. The unit coordinates with other area police agencies and our Neighborhood Watch Groups to arrange public displays of police equipment, neighborhood block parties, parades and other gatherings for the event.



New American Academy

The 2012 New American Academy was established in partnership with Bethany Christian Services to enhance new citizen/resident awareness of the role of the law enforcement in our community. The mission of the program is to build trust and understanding between new citizens and local government and improve the quality of life in our neighborhoods. The 18-hour program is comprised of practical exercises, classroom instruction/demonstration, and open dialogue about the Wyoming Police Department, our role in the community, and the criminal justice system as a whole.



Citizens Academy

The Citizen's Academy was established in 1996 with the mission of enhancing citizen awareness and understanding of the role of law enforcement in our community. The biannual, 8-week, 24-hour program is comprised of "hands on" and classroom instruction on topics such as: the functions of a police officer, traffic enforcement, criminal investigations, crime scene investigations, police equipment and special operations, community policing, crime prevention methods and more.

SECTION IV



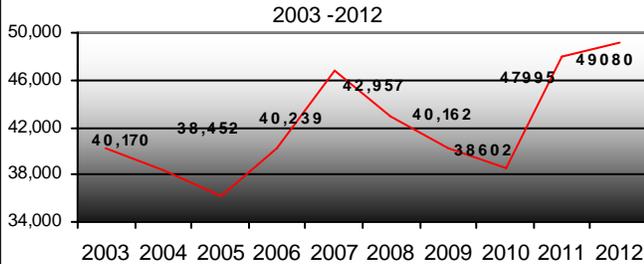
OFFENSE DATA



2003-2012 Trend Analysis Executive Summary

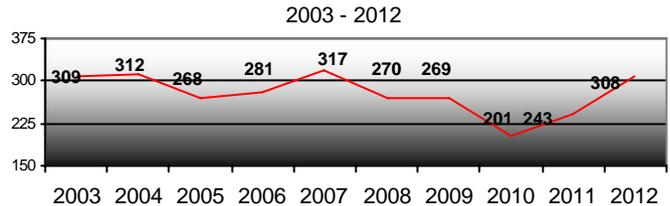
CALLS FOR SERVICE

Calls for Service Totals
2003 - 2012

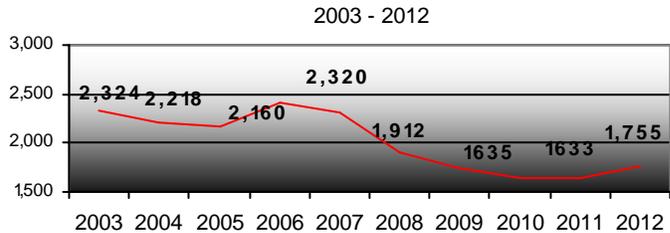


UCR CRIME REPORTING DATA

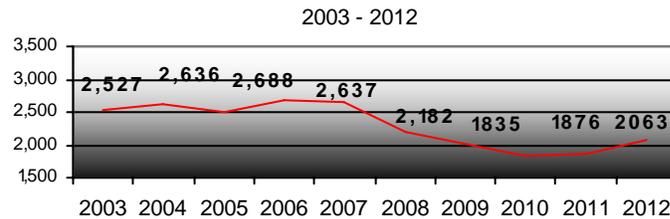
Violent Crime Totals
2003 - 2012



Property Crime Totals
2003 - 2012

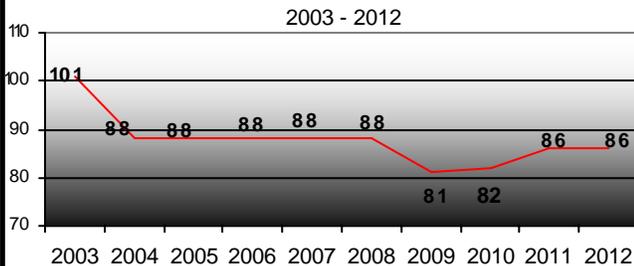


Crime Index Totals
2003 - 2012

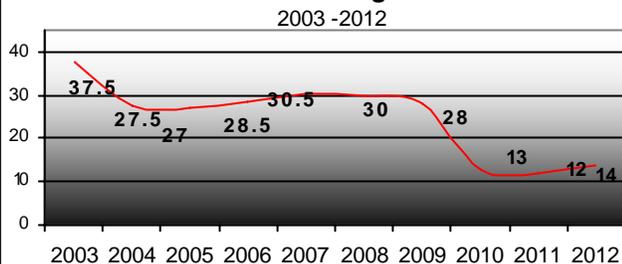


STAFFING

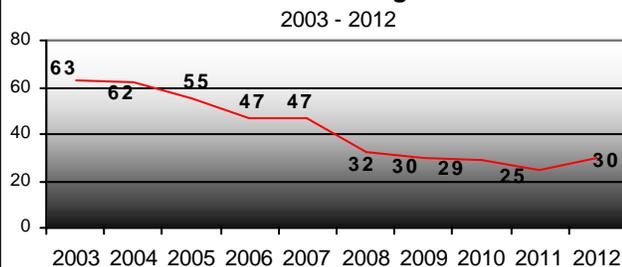
Sworn Staffing Levels
2003 - 2012



Civilian Staffing Levels
2003 - 2012

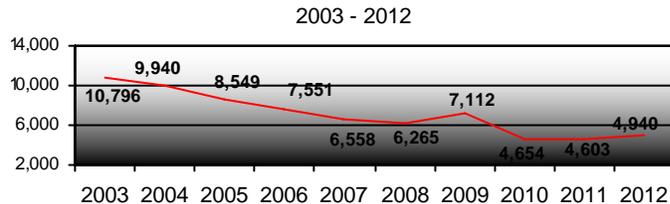


Volunteer Staffing Levels
2003 - 2012



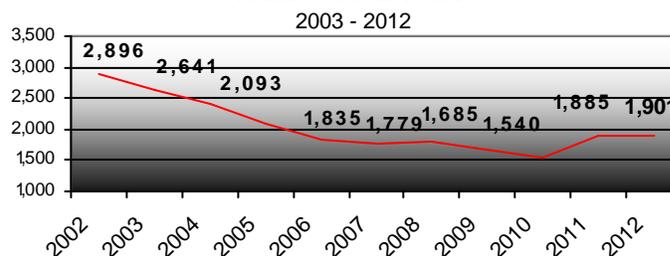
ARREST DATA

Total Arrest Charges
2003 - 2012



TRAFFIC CRASH DATA

Traffic Crash Totals
2003 - 2012



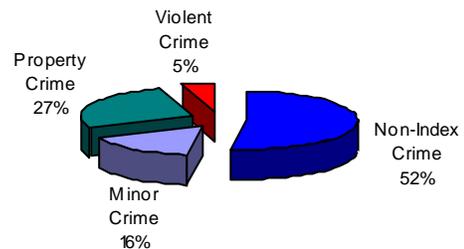
Uniform Crime Index, Total Crime Index Offenses 10 Year Trend 2003-2012

Crime Index Defined

The Crime Index is composed of selected offenses used to gauge fluctuations in the overall volume and rate of crime reported to law enforcement. The offenses included are the violent crimes of murder and non-negligent manslaughter, CSC, robbery, and aggravated assault and the property crimes of burglary, larceny-theft, motor vehicle theft, and arson.

Violent and Property Crimes

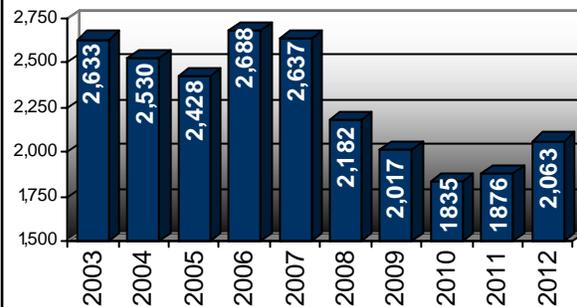
Total Index Crime Reported
Offense Distribution



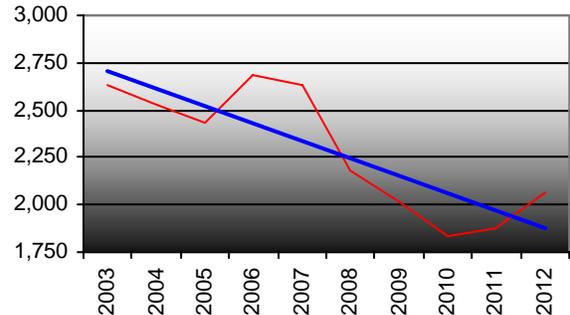
Crime Index Offense Data

- In 2012, 2,063 crime index offenses were reported to the Wyoming Police Department. This reflects a ten percent increase from 2011.
- Based upon a population of 72,125, the City of Wyoming rate for crime index offenses was 2,860 per 100,000 inhabitants.
- In 2011, figures released by the FBI showed a decrease in violent crime for the fifth consecutive year. Property crimes also decreased which marked 2011 as the 9th straight year that a collective decline in these offenses has occurred.
- *Although not available upon publication of this report, preliminary numbers obtained from the FBI indicate an increase in Crime Index Offenses reported nationwide during the first six months of 2012.*

Crime Index Totals
2003 - 2012



Crime Index Totals
Ten Year Trend



Violent Crime

10 Year Trend 2003-2012

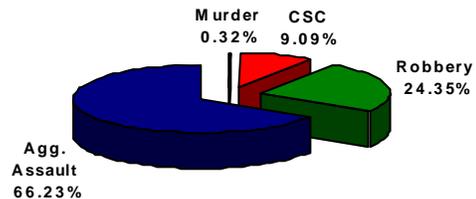
Violent Crime Defined

Violent Crime is composed of four offenses: murder and non-negligent manslaughter, CSC, robbery, and aggravated assault. All violent crimes involve force or threat of force.

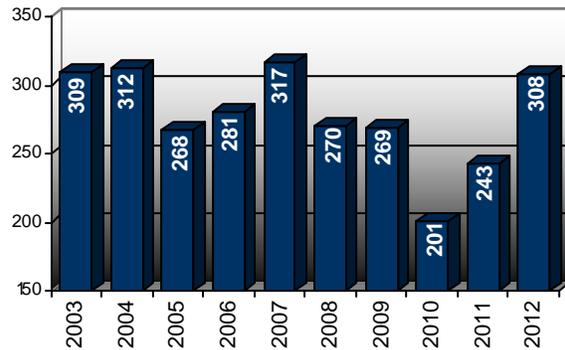
Violent Crime Offense Data

- During 2012, 308 violent crimes were reported to the Wyoming Police Department. Based upon a population of 72,125, the adjusted violent crime rate for the City of Wyoming in 2012 was 427 per 100,000 inhabitants.
- The 2011 national average rate for violent crime offenses for cities with a population of 50K to 99K was 367.7 per 100,000 inhabitants. *[Preliminary numbers obtained from the FBI show a .9 percent increase during the first six months of 2012.]*
- Geographically, the Midwest violent crime rate in 2011 was 349.9 per 100,000 inhabitants, while U.S. rate was 386.3 per 100,000 inhabitants.
- Assaults that do not involve the use of a firearm, knife or other dangerous weapon and in which the victim did not sustain any serious injuries are reported as Simple Assaults and are not included in violent crime statistics. In 2012, there were 954 simple assault cases reported to the Wyoming Police. This represents a 3% increase over 2011.

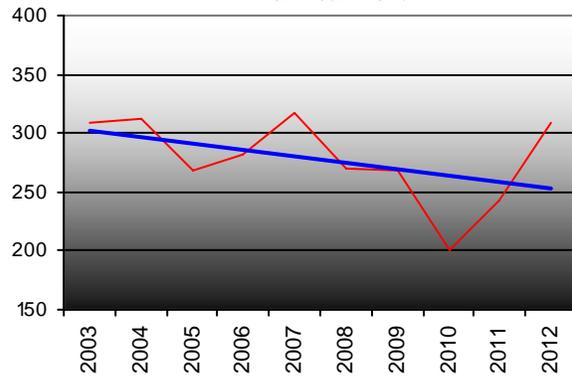
Violent Crime Reported
Offense Distribution



Violent Crime Totals
2003 - 2012



Violent Crime Totals
Ten Year Trend



Homicide

10 Year Trend 2003-2012

Homicide Defined

Murder and non-negligent manslaughter, as defined in the Uniform Reporting Program, is the willful non-negligent killing of one human being by another.

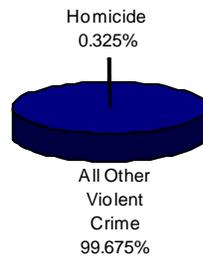
Homicide Offense Data

- During 2012, one offense of homicide was reported to the Wyoming Police Department.
- Based upon a population of 72,125, the adjusted homicide rate for the City of Wyoming was 1.4 per 100,000 inhabitants.
- The 2011 national average of homicides for cities with a population between 50K to 99K was 3.5. *[Although not available upon publication of this report, preliminary numbers obtained from the FBI indicate a 1.7 percent decrease in homicide offenses reported nationwide during the first six months of 2012.]*
- Geographically, the Midwest homicide rate was 4.5 per 100,000 inhabitants, while the U.S. homicide rate was 4.7 homicides per 100,000 inhabitants.

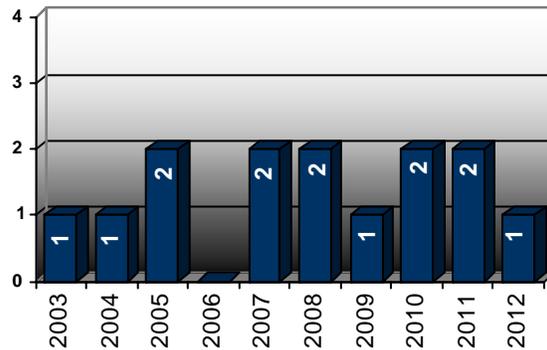
"No greater honor will ever be bestowed upon detectives or a more profound duty imposed upon them than when they are entrusted with the investigation of the death of a human being."

- excerpt from WYPD
Detective Code

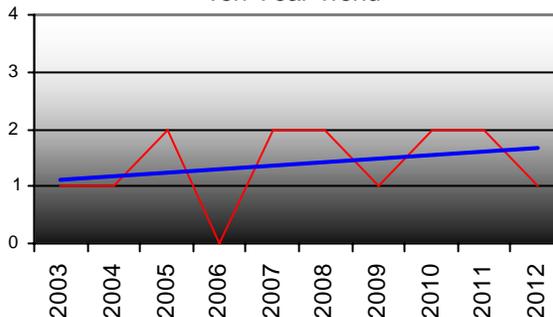
Violent Crime Reported
Offense Distribution



Homicide Totals
2003 - 2012



Homicide Totals
Ten Year Trend



Criminal Sexual Conduct

10 Year Trend 2003-2012

CSC Defined

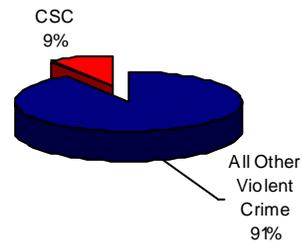
Criminal Sexual Conduct, is defined as the carnal knowledge of a person forcibly and against their will. Assaults or attempts to commit CSC by force or threat of force are also included; however, CSC (without force) and other sex offenses are excluded.

CSC Offense Data

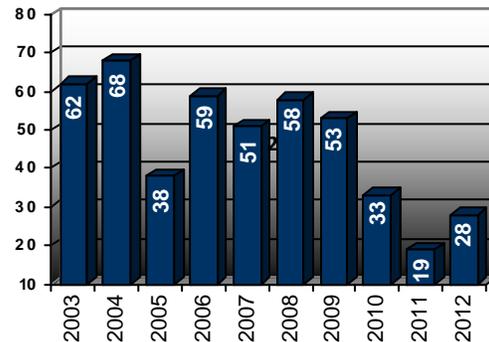
- In 2012, 28 offenses of CSC were reported to the Wyoming Police Department.
- Based upon a population of 72,125, the adjusted CSC rate for the City of Wyoming was 38.8 per 100,000 inhabitants.
- The number of CSC offenses reported in 2012 increased by forty-seven percent from 2011.
- The 2011 national average of CSC for cities with a population between 50K to 99K was 26.8. *[Preliminary numbers obtained from the FBI show a 3.1 percent rise in CSC offenses during the first six months of 2012.]*
- Geographically, the Midwest CSC rate for 2011 was 31.4 per 100,000 inhabitants, while the U.S. CSC rate fell to 26.8 per 100,000 inhabitants.

"In 2012, the number of reported CSC's increased 47 percent from the 2011 total."

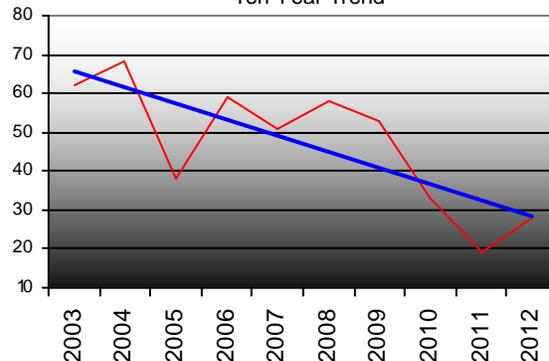
Violent Crime Reported
Offense Distribution



CSC Totals
2003 - 2012



CSC Totals
Ten Year Trend



Robbery

10 Year Trend 2003-2012

Robbery Defined

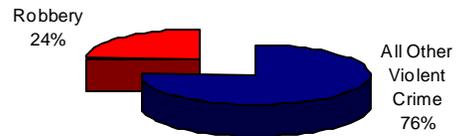
Robbery is the taking or attempting to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting the victim in fear.

Robbery Offense Data

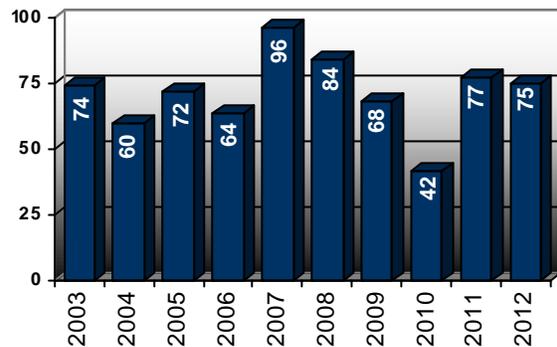
- In 2012, 75 offenses of robbery were reported to the Wyoming Police Department.
- Based upon a population of 72,125, the adjusted robbery rate for the City of Wyoming was 104 per 100,000 inhabitants.
- The 2011 national average of robbery for cities with a population between 50K to 99K was 112.1. *[Preliminary numbers obtained from the FBI show a 1.5 percent decrease in robbery offenses during the first six months of 2012.]*
- Geographically, the Midwest robbery rate for 2011 was 106.2 per 100,000 inhabitants, while the U.S. robbery rate dropped to 113.7 per 100,000 inhabitants

"In 2012, the number of reported robberies decreased slightly from the 2011 total."

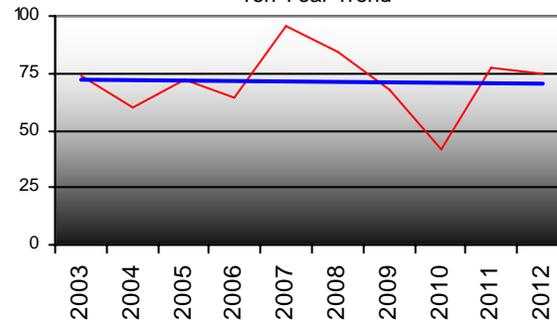
Violent Crime Reported
Offense Distribution



Robbery Totals
2003 - 2012



Robbery Totals
Ten Year Trend



Aggravated Assault

10 Year Trend 2003-2012

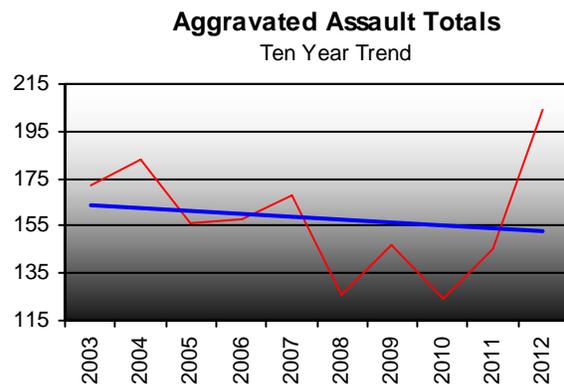
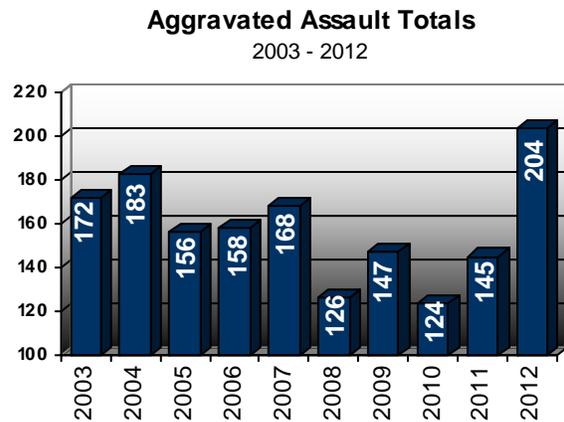
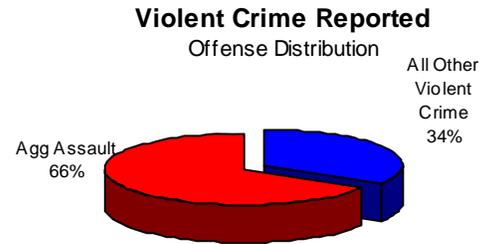
Aggravated Assault Defined

Aggravated assault is the unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault is usually accompanied by the use of a weapon or by means likely to produce death or great bodily harm.

Aggravated Assault Offense Data

- During 2012, 204 offenses of aggravated assault were reported to the Wyoming Police Department.
- Based upon a population of 72,125, the adjusted aggravated assault rate for the City of Wyoming was 282.8 per 100,000 inhabitants.
- The 2011 national average of aggravated assaults for cities with a population between 50K to 99K was 225.3. *[Preliminary numbers obtained from the FBI show a 1.8 percent increase in aggravated assault offenses during the first six months of 2012.]*
- Geographically, the Midwest aggravated assault rate was 207.8 per 100,000 inhabitants, while the U.S. aggravated assault rate was 241.1 per 100,000 inhabitants.

"In 2012, the number of reported aggravated assaults increased 41 percent from the 2011 total."



UCR Property Crime Index

10 Year Trend 2003-2012

Property Crime Defined

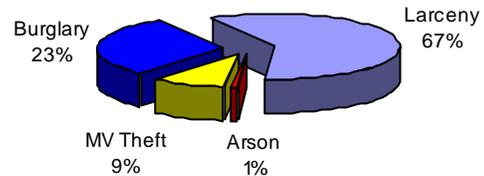
Property Crime includes the offenses of burglary, larceny-theft, motor vehicle theft, and arson. The object of the theft-type offenses is the taking of money and property, but there is no force or threat of force against the victims. Arson is included since it involves the destruction of property; its victims maybe subjected to force.

Property Crime Offense Data

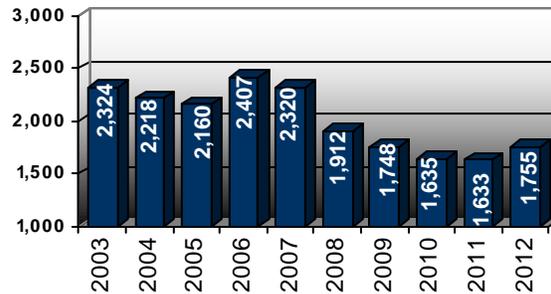
- During 2012, 1,755 property crimes were reported to the Wyoming Police Department.
- Based upon a population of 72,125, the adjusted property crime rate for the City of Wyoming was 2,433.28 per 100,000 inhabitants.
- The 2011 national average of property crimes for cities with a population between 50K to 99K was 3,130.9. *[Preliminary numbers obtained from the FBI show a 2.1 percent increase in property crime during the first six months of 2012.]*
- Geographically, the Midwest property crime rate was 2,844.3 per 100,000 inhabitants, while the U.S. property crime rate was 2,908.7 per 100,000 inhabitants.

“Larceny accounted for 67 percent of property crimes reported to the Wyoming Police in 2012.”

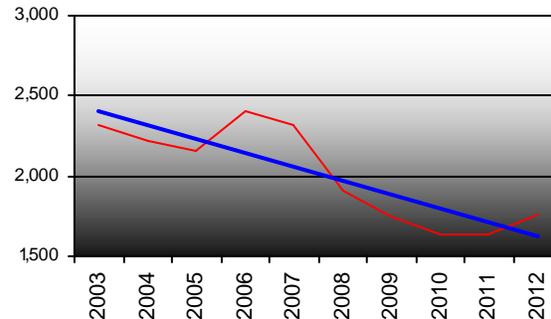
Property Crime Reported
Offense Distribution



Property Crime Totals
2003 - 2012



Property Crime Totals
Ten Year Trend





Arson

10 Year Trend 2003-2012



Arson Defined

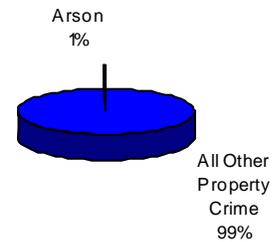
Arson is defined by the Uniform Crime Reporting Program as any willful or malicious burning or attempt to burn, with or without intent to defraud, a dwelling house, public building, motor vehicle or aircraft, personal property of another, etc. Only fires determined through investigation to have been willfully or maliciously set are classified as arsons. Fires of suspicious or unknown origins are excluded.

Arson Offense Data

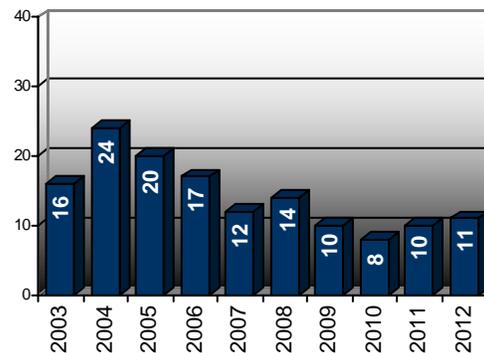
- During 2012, 11 cases of arson were reported to the Wyoming Police Department.
- Based upon a population of 72,125, the adjusted arson rate for the City of Wyoming was 15.25 per 100,000 inhabitants.
- The 2011 national average arson rate for cities with a population between 50K to 99K was 16.9 per 100,000 inhabitants. *[Preliminary numbers obtained from the FBI show an increase of 8 percent in arson offenses during the first six months of 2012.]*

“In 2012, the number of reported arsons increased by a total of one from the 2011 total.”

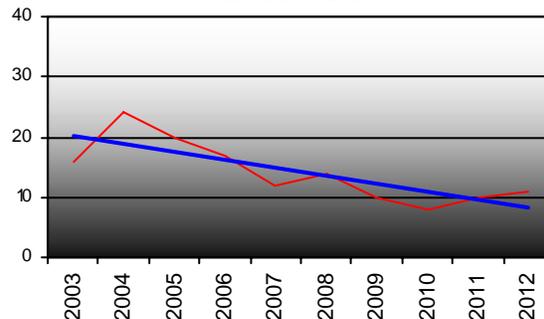
Property Crime Reported
Offense Distribution



Arson Totals
2003 - 2012



Arson Totals
Ten Year Trend



Burglary

10 Year Trend 2003-2012

Burglary Defined

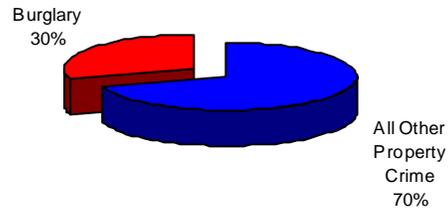
The Uniform Crime Reporting Program defines burglary as the unlawful entry of a structure to commit a felony or theft. The use of force to gain entry is not required to classify an offense of burglary. Burglary for this Program is categorized into three sub-classifications: forcible entry, unlawful entry where no force is used, and attempted forcible entry.

Burglary Offense Data

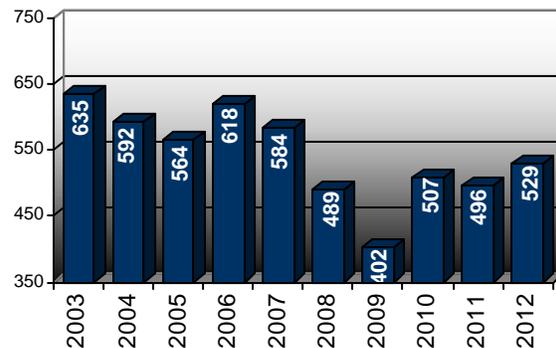
- During 2012, 529 burglaries were reported to the Wyoming Police Department.
- Based upon a population of 72,125, the adjusted burglary rate for the City of Wyoming was 733.45 per 100,000.
- The 2011 national average of burglaries for cities with a population between 50K to 99K was 700.5. *[Preliminary numbers obtained from the FBI show a 1.6 percent increase in burglary offenses during the first six months of 2012.]*
- Geographically, the Midwest burglary crime rate was 685 per 100,000 inhabitants, while the U.S. burglary crime rate was 702.2 per 100,000 inhabitants.

"In 2012, the number of reported burglaries increased seven percent from the 2011 total."

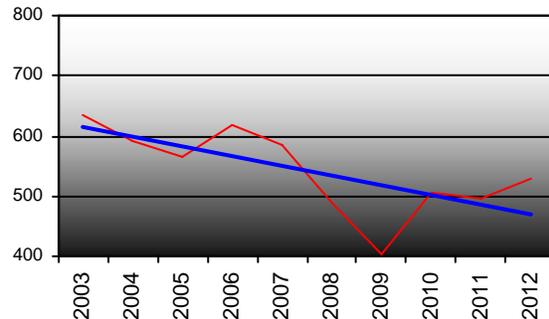
Property Crime Reported
Offense Distribution



Burglary Tools
2003 - 2012



Burglary Totals
Ten Year Trend



Larceny

10 Year Trend 2003-2012

Larceny Defined

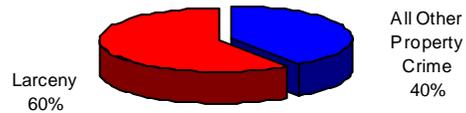
The Uniform Crime Report defines Larceny-theft as the unlawful taking, carrying, leading, or riding away of property from the possession or constructive possession of another. It includes crimes such as shoplifting, purse-snatching, thefts from motor vehicles, bicycle thefts, etc.

Larceny Offense Data

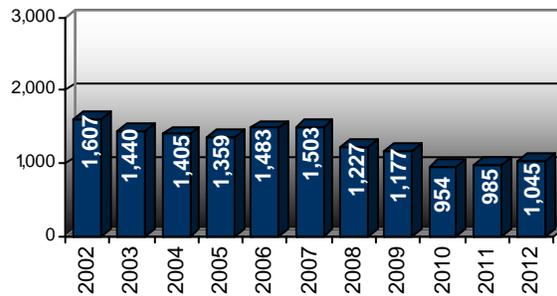
- During 2012, 1,045 larcenies were reported to the Wyoming Police Department.
- Based upon a population of 72,125, the adjusted larceny rate for the City of Wyoming was 1,448.9 per 100,000 inhabitants.
- The 2011 national average of larcenies for cities with a population between 50K to 99K was 2,195.4. *[Preliminary numbers obtained from the FBI show a 2.5 percent increase in larceny offenses during the first six months of 2012.]*
- Geographically, the Midwest larceny rate was 1,953 per 100,000 inhabitants, while the U.S. larceny rate was 1,976.9 per 100,000 inhabitants.

"In 2012, the number of reported larcenies increased six percent from the 2011 total."

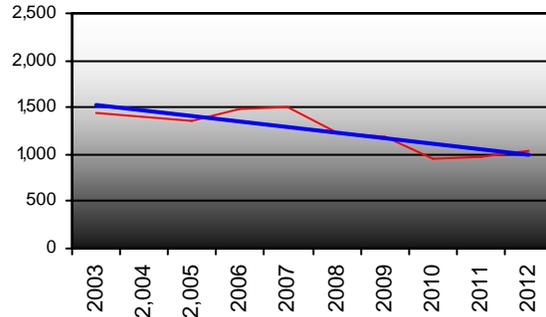
Property Crime Reported
Offense Distribution



Larceny Totals
2003 - 2012



Larceny Totals
Ten Year Trend



Motor Vehicle Theft

10 Year Trend 2003-2012

Motor Vehicle Theft Defined

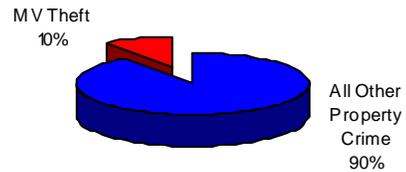
Defined as the theft or attempted theft of a motor vehicle, this offense category includes the stealing of automobiles, buses, trucks, snowmobiles, motorcycles, motor scooters, etc. The definition excludes the taking of a motor vehicle for temporary use by those persons having lawful access.

Motor Veh. Theft Offense Data

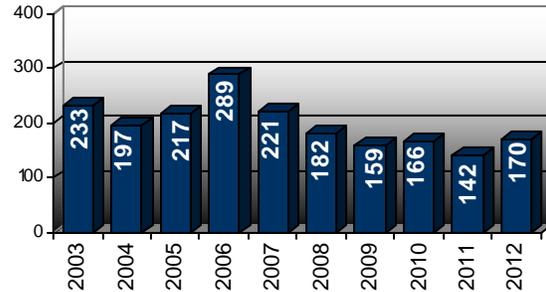
- During 2012, 170 motor vehicle thefts were reported to the Wyoming Police Department.
- Based upon a population of 72,125, the adjusted motor vehicle theft rate for the City of Wyoming was 235.7 per 100,000 inhabitants.
- The 2011 national average of motor vehicle theft for cities with a population between 50K to 99K was 235.1. *[Preliminary numbers obtained from the FBI show a .5 percent decrease in motor vehicle theft offenses during the first six months of 2012.]*
- Geographically, the Midwest motor vehicle theft rate was 206.3 per 100,000 inhabitants, while the U.S. rate was 229.6 per 100,000 inhabitants.

"In 2012, the number of reported motor vehicle thefts increased twenty percent from the 2011 total."

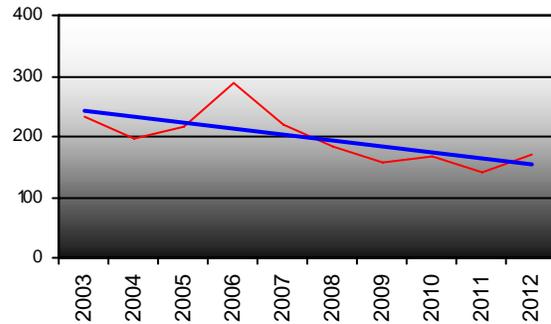
Motor Vehicle Reported
Offense Distribution



Motor Vehicle Theft Totals
2003 - 2012



Motor Vehicle Theft Totals
Ten Year Trend



Non-Index Offense Analysis

2012 Annual Summary

| Offense Reported | Definition | 2012 | 2011 | % Change |
|------------------------------------|---|--------------|--------------|------------|
| Negligent Manslaughter | Deaths determined by police investigation to be primarily caused by gross negligence (except motor vehicle accidents). | 2 | 0 | 200% |
| Non-Aggravated Assault | An unlawful physical attack by one person upon another, where no weapon is present and no severe injury occurs. | 954 | 922 | 3% |
| Forgery & Counterfeiting | The making, altering, uttering, or possessing with intent to defraud, anything false in the semblance of that which is true. | 61 | 33 | 53% |
| Fraud | The fraudulent conversion and obtaining money or property by false pretense. | 305 | 245 | 24% |
| Embezzlement | The illegal taking, misapplying, or misappropriating of money, or other things of value which have been entrusted to ones care, custody or control. | 17 | 18 | -6% |
| Stolen Property | The buying, receiving, or possessing personal property of another which has been criminally taken. | 36 | 39 | -8% |
| Vandalism | The willful or malicious destruction of public or private property. | 621 | 499 | 24% |
| Weapons Offenses | The violation of laws or ordinances prohibiting the manufacture, sell, purchase, transportation, possession, concealment, or use of firearms, or other deadly weapon. | 27 | 28 | -4% |
| Prostitution & Vice | The illegal activities related to engaging in normal or deviate, heterosexual or homosexual acts for profit or gain. | 0 | 2 | -200% |
| Sex Offenses | The illegal acts done for sexual stimulation or gratification, or involving display or exposure of sexual organs. Rape and prostitution not included. | 81 | 84 | -4% |
| Narcotic Laws | The unlawful possession, use, sale, growing, manufacturing, and making of illegal drugs. | 613 | 582 | 5% |
| Gambling | Unlawful engaging in playing, operating, and assisting in operating a game of chance for money or some other stake. | 0 | 0 | 0% |
| Offenses Against Family & Children | Any non-violent offenses by a member of a family which threatens the unity of the family, the physical or economic welfare or morals or members of the family. | 77 | 67 | 15% |
| Driving Under the Influence | The driving or operating of any vehicle while under the influence of liquor or drugs. | 227 | 216 | 5% |
| Liquor Laws | Unlawfully acquiring, manufacturing, transporting, or selling intoxicating alcoholic liquor. | 145 | 163 | -11% |
| Disorderly Conduct | Offense which disturbs the peace and tranquility of the community in general. | 263 | 286 | -8% |
| Other Minor Offenses | All other criminal activity (including drunkenness, vagrancy, curfew, loitering and runaways.) | 1,063 | 1,042 | 2% |
| Total | | 6,102 | 6,555 | -7% |

SECTION V



OFFENDER DATA

Juvenile vs. Adult Arrest Charges Data

10 Year Trend 2003-2012

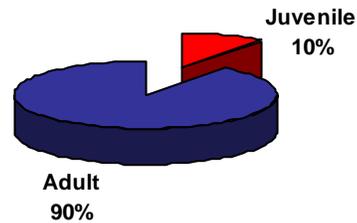
Juvenile & Adult Defined

Under Michigan law, the definition of a juvenile is a person who is under 17 years of age, and an adult is someone who is seventeen years of age and older.

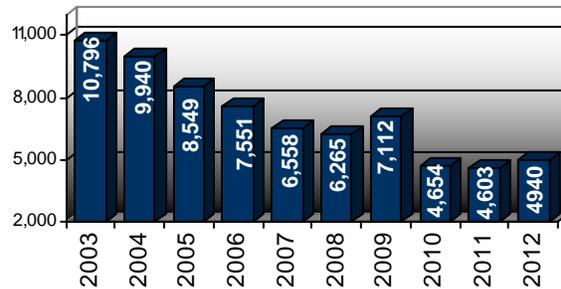
Arrest Charges Data

- In 2012, 516 arrest charges were to juveniles, while 4,424 arrest charges were to adults.
- During 2012, the total juvenile arrest charges decreased by seven percent, while the adult arrest charges decreased one percent from 2011 levels.
- The total 2012 juvenile and adult arrest charges decreased by seven percent from the 2011 totals.
- Of those arrest charges, ninety percent were adults and ten percent were juveniles.
- Seventy-eight percent of the juvenile arrests were to Wyoming residents, while twenty-two percent were non-resident.
- Fifty-one percent of the adult arrest charges were to Wyoming residents, while forty-nine percent were non-residents.

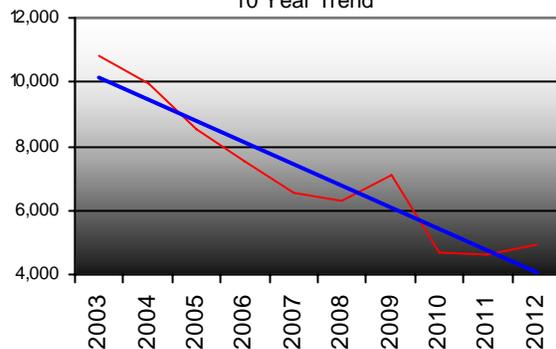
Juvenile vs. Adult
Arrest Charges Distribution



Total Arrest Charges
2003-2012



Total Arrest Charges
10 Year Trend



SECTION VI



TRAFFIC DATA

Traffic Crash Summary

10 Year Trend 2003-2012

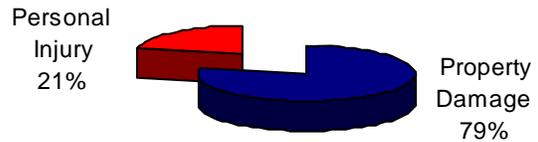
Traffic Crash Data

- During 2012, 1,901 traffic crashes were reported in the City of Wyoming.
- Approximately 79% of all crashes were limited to property damage to the motor vehicles, while 21% involved a personal injury.
- In 2012, most crashes occurred during the month of February and the least during the month of March.
- In 2012, most crashes occurred on Friday, while the least occurred on Sunday.
- The majority of crashes occurred between 3:00 P.M. and 6:00 P.M. The least number of crashes occurred between 3:00 A.M. and 6:00 A.M.
- In 2012, there were four fatalities resulting from a crash within the city limits of Wyoming.
- 5.7 percent of all crashes in Wyoming involved alcohol or drugs in 2012.

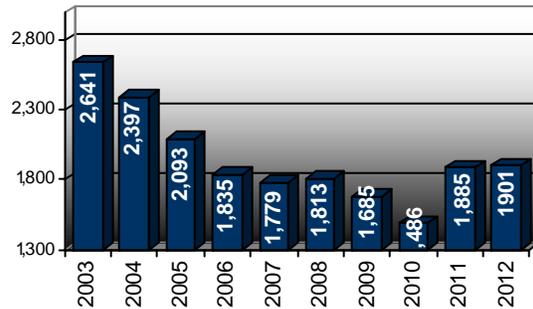
2012 Michigan Traffic Crash Facts

- There were a total of 280,689 crashes in Michigan resulting in 916 fatalities and 53,402 persons injured.
- 308 (33.6%) of the 916 fatalities in Michigan involved alcohol.
- 3.8% of Michigan's accidents (10,586) involved a driver who had been drinking.
- Motor vehicle crashes are the leading cause of accidental death among persons aged 1 to 24 years old living in Michigan.

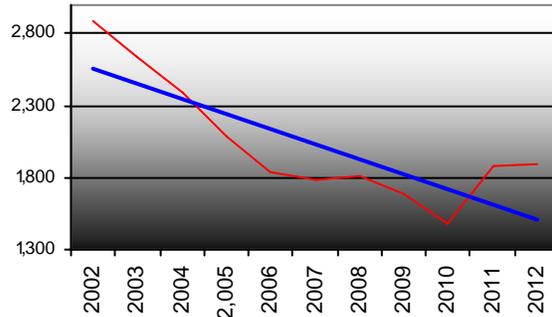
Traffic Crash Percent Distribution



Total Traffic Accidents 2003-2012



Traffic Crash Totals Ten Year Trend



CITY OF WYOMING BUDGET AMENDMENT

Date: July 1, 2012

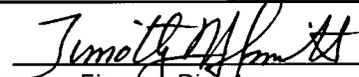
Budget Amendment No. 00 1

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$155,210 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort F) with Wyoming Public Schools resolution 24503 dated 6/17/2013.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|-----------------|----------------|
| <u>Parks & Recreation Fund</u> | | | | |
| Federal Grant Cohort F Grant Revenue | | | | |
| 208-528.000 | \$42,390 | \$155,210 | | \$197,600 |
| Parks & Recreation - 21st Century Cohort F Grant - Salaries | | | | |
| 208-752-76104-706.000 | \$24,090 | | \$1,940 | \$22,150 |
| Parks & Recreation - 21st Century Cohort F Grant - Salaries - Temporary | | | | |
| 208-752-76104-707.000 | \$0 | \$141,440 | | \$141,440 |
| Parks & Recreation - 21st Century Cohort F Grant - FICA | | | | |
| 208-752-76104-715.000 | \$1,880 | \$10,610 | | \$12,490 |
| Parks & Recreation - 21st Century Cohort F Grant - Hospitalization | | | | |
| 208-752-76104-716.000 | \$7,630 | | \$2,680 | \$4,950 |
| Parks & Recreation - 21st Century Cohort F Grant - Life Insurance | | | | |
| 208-752-76104-717.000 | \$50 | | \$30 | \$20 |
| Parks & Recreation - 21st Century Cohort F Grant - Pension | | | | |
| 208-752-76104-718.000 | \$4,680 | | \$2,820 | \$1,860 |
| Parks & Recreation - 21st Century Cohort F Grant - Pension DC Plan | | | | |
| 208-752-76104-718.100 | \$1,930 | | \$10 | \$1,920 |
| Parks & Recreation - 21st Century Cohort F Grant - Pension Retiree Health - DC Plan | | | | |
| 208-752-76104-718.200 | \$1,040 | | \$10 | \$1,030 |
| Parks & Recreation - 21st Century Cohort F Grant - Workers Comp. Ins. | | | | |
| 208-752-76104-719.000 | \$710 | \$4,080 | | \$4,790 |
| Parks & Recreation - 21st Century Cohort F Grant - CIP and Longevity | | | | |
| 208-752-76104-721.000 | \$420 | | \$400 | \$20 |
| Parks & Recreation - 21st Century Cohort F Grant - Operating Supplies | | | | |
| 208-752-76104-740.000 | \$0 | \$4,000 | | \$4,000 |
| Parks & Recreation - 21st Century Cohort F Grant - Liability Insurance | | | | |
| 208-752-76104-910.000 | \$410 | \$2,320 | | \$2,730 |
| Parks & Recreation - 21st Century Cohort F Grant - Other Services | | | | |
| 208-752-76104-956.000 | \$0 | \$200 | | \$200 |
| Fund Balance/Working Capital (Fund 208) | | \$ 450 | | |

Recommended:


Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2013-2014 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

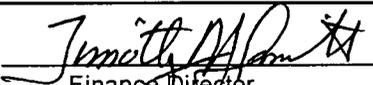
Date: July 1, 2013

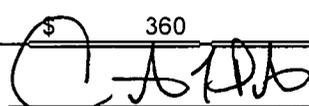
Budget Amendment No. 002

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$150,820 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort G) with Wyoming Public Schools resolution 24504 date 6/17/2013.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|--|----------------|-----------------|-----------------|----------------|
| <u>Parks & Recreation Fund</u> | | | | |
| Federal Grant Cohort G Grant Revenue | | | | |
| 208-526.002 | \$41,170 | \$150,820 | | \$191,990 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Salaries | | | | |
| 208-752-76108-706.000 | \$23,520 | | \$1,370 | \$22,150 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Salaries - Temporary | | | | |
| 208-752-76108-707.000 | \$0 | \$136,410 | | \$136,410 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - FICA | | | | |
| 208-752-76108-715.000 | \$1,810 | \$10,320 | | \$12,130 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Hospitalization | | | | |
| 208-752-76108-716.000 | \$7,630 | | \$2,680 | \$4,950 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Life Insurance | | | | |
| 208-752-76108-717.000 | \$50 | | \$30 | \$20 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Pension | | | | |
| 208-752-76108-718.000 | \$4,490 | | \$2,590 | \$1,900 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Pension DC Plan | | | | |
| 208-752-76108-718.100 | \$1,890 | | \$10 | \$1,880 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Pension Retiree Health - DC Plan | | | | |
| 208-752-76108-718.200 | \$1,040 | | \$10 | \$1,030 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Workers Comp. Ins. | | | | |
| 208-752-76108-719.000 | \$700 | \$3,950 | | \$4,650 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - CIP and Longevity | | | | |
| 208-752-76108-721.000 | \$0 | \$20 | | \$20 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Operating Supplies | | | | |
| 208-752-76108-740.000 | \$0 | \$4,000 | | \$4,000 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Liability Insurance | | | | |
| 208-752-76108-910.000 | \$400 | \$2,250 | | \$2,650 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Other Services | | | | |
| 208-752-76108-956.000 | \$0 | \$200 | | \$200 |
| Fund Balance/Working Capital (Fund 208) | | \$360 | | |

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2013-2014 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: July 1, 2013

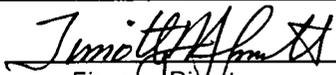
Budget Amendment No. 003

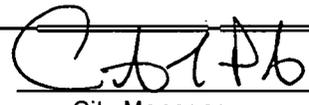
To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$289,700 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort H) with Wyoming Public Schools resolution 24505 date 6/17/2013.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|-----------------|----------------|
| <u>Parks & Recreation Fund</u> | | | | |
| Federal Grant Cohort G Grant Revenue 208-526.002 | \$0 | \$289,700 | | \$289,700 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Salaries 208-752-76108-706.000 | \$0 | \$33,230 | | \$33,230 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Salaries - Temporary 208-752-76108-707.000 | \$0 | \$205,790 | | \$205,790 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - FICA 208-752-76108-715.000 | \$0 | \$18,260 | | \$18,260 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Hospitalization 208-752-76108-716.000 | \$0 | \$7,440 | | \$7,440 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Life Insurance 208-752-76108-717.000 | \$0 | \$30 | | \$30 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Pension 208-752-76108-718.000 | \$0 | \$2,840 | | \$2,840 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Pension DC Plan 208-752-76108-718.100 | \$0 | \$2,810 | | \$2,810 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Pension Retiree Health - DC Plan 208-752-76108-718.200 | \$0 | \$1,540 | | \$1,540 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Workers Comp. Ins. 208-752-76108-719.000 | \$0 | \$7,000 | | \$7,000 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - CIP and Longevity 208-752-76108-721.000 | \$0 | \$20 | | \$20 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Operating Supplies 208-752-76108-740.000 | \$0 | \$5,850 | | \$5,850 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Liability Insurance 208-752-76108-910.000 | \$0 | \$3,990 | | \$3,990 |
| Parks & Recreation - 21st Century Cohort G Grant - 2013 - Other Services 208-752-76108-956.000 | \$0 | \$900 | | \$900 |
| Fund Balance/Working Capital | | | | |

Recommended:


Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2013-2014 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO BOARDS, COMMISSIONS AND
COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. Term of office for some members of various Boards, Commissions and Committees expired June 30, 2013.
2. It is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

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

| <u>BOARD, COMMISSION OR COMMITTEE</u> | <u>TERM ENDING</u> |
|---|--------------------------|
| <u>Community Enrichment Commission</u> Iva May Phillips | 06/30/2016 |
| <u>Housing Board of Appeals</u> Daniel Beal | 06/30/2018 |
| <u>Parks & Recreation Commission</u> David Skinner Jr. Adrian Lamar | 06/30/2016 06/30/2016 |
| <u>Zoning Board of Appeals</u> Ronald Palmer | 06/30/2016 |

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 July 1, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO THE
HISTORICAL COMMISSION AND PLANNING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Historical Commission and Planning Commission expired on June 30, 2013.
2. It is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Historical Commission and the Planning Commission for the City of Wyoming:

| <u>BOARD, COMMISSION OR COMMITTEE</u> | <u>TERM ENDING</u> |
|---------------------------------------|--------------------|
| <u>Historical Commission</u> | |
| Tom Maas | 06/30/16 |
| <u>Planning Commission</u> | |
| William Hegyi | 06/30/16 |
| Sherrie Spencer | 06/30/16 |
| Robert Goodheart | 06/30/16 |

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of members to the Historical Commission and the Planning Commission for the City of Wyoming to the terms so stated.

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 July 1, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF SHELDON DEKRYGER
AS A MEMBER OF THE CONSTRUCTION BOARD OF APPEALS
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Sheldon DeKryger expired on June 30, 2013.
2. It is the recommendation of the City Manager to reappoint Sheldon DeKryger to serve as a member of the Construction Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to reappoint Sheldon DeKryger as a member of the Construction Board of Appeals for the City of Wyoming, Michigan for the regular term ending June 30, 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 July 1, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO FREDERICK STURIM FOR HIS SERVICE
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE
FOR THE CITY OF WYOMING

WHEREAS:

1. Frederick Sturim has served faithfully and effectively as a member of the Community Development Committee since March 20, 2006.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Frederick Sturim for his dedicated service as a member of the Community Development Committee.

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 July 1, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO DAVE VANHOUTEN FOR HIS SERVICE
AS A MEMBER OF THE ZONING BOARD OF APPEALS
FOR THE CITY OF WYOMING

WHEREAS:

1. Dave VanHouten has served faithfully and effectively as a member of the Zoning Board of Appeals since December 15, 2008.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Dave VanHouten for his dedicated service as a member of the Zoning Board of Appeals.

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 July 1, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO EDWARD DIENNO FOR HIS SERVICE
AS A MEMBER OF THE OFFICERS COMPENSATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Edward DiEnno has served faithfully and effectively as a member of the Officers Compensation Commission since June 4, 2007.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Edward DiEnno for his dedicated service as a member of the Officers Compensation Commission.

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 July 1, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO EDWARD DIENNO
FOR HIS SERVICE AS A MEMBER OF THE BOARD OF DIRECTORS
OF THE ECONOMIC DEVELOPMENT CORPORATION AND
BROWNFIELD REDEVELOPMENT AUTHORITY FOR THE CITY OF WYOMING

WHEREAS:

1. Edward DiEnno has served faithfully and effectively as a member of the Economic Development Corporation and Brownfield Redevelopment Authority since April 15, 1996.
2. DiEnno has served as chair for both entities since January 20, 2004.
3. DiEnno has been instrumental in growing business in Wyoming, most notably Michigan Turkey Producers.
4. DiEnno has shared his knowledge of value-added manufacturing, trends in the industrial sector and success with employee relations.
5. DiEnno, throughout his career has been a role model and industry leader.
6. DiEnno is appreciated for his constant support of the City of Wyoming and the West Michigan region.

NOW, THEREFORE, BE IT RESOLVED:

1. City Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Edward DiEnno for his dedicated service as a member of the Economic Development Corporation and the Brownfield Redevelopment Authority.

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 July 1, 2013.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO ESTABLISH
AN INDUSTRIAL DEVELOPMENT DISTRICT
IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. The City of Wyoming Brownfield Redevelopment Authority has requested that the City establish an Industrial Development District for the property located at 300 and 301 36th Street SW and 3838 Clay Avenue SW, Wyoming, Michigan, 49509.
3. Prior to establishing such districts, it is necessary to first hold a public hearing at which the owners of the affected property and any other resident or taxpayer of the City can be given an opportunity to comment on the establishment of an Industrial Development District.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council shall hold a public hearing on July 15, 2013 at 7:01 p.m., at Wyoming City Hall, 1155 28th Street SW, Wyoming, MI 49509, at which the owners of property located within the proposed Industrial Development District and other residents or taxpayers of the City shall be given an opportunity to comment on the establishment of the proposed district to be comprised of the property described on the attached Exhibit A, which is incorporated by reference, and commonly known as 300 and 301 36th Street SW and 3838 Clay Avenue SW, Wyoming, Michigan, 49509.
2. Written notice of this hearing shall be given to all owners of real property within the proposed Industrial Development District, the 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 July 1, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Exhibit A - Legal Description

Resolution No. _____

Staff Report

Date: 06/20/2013

Subject: Industrial Development District, Site 36

From: Barb VanDuren, Deputy City Manager

Meeting Date: July 1, 2013 and July 15, 2013 City Council Meetings

Recommendation:

Staff recommends that the City Council establish one Industrial Development District (IDD) for Site 36.

Sustainability Criteria:

Environmental Quality – Establishment of an IDD does not significantly impact environmental quality.

Social Equity – Establishment of an IDD does not significantly impact environmental quality.

Economic Strength – Establishment of an IDD will help position Site 36 for redevelopment by completing the first step of the tax abatement process thus making the site more appealing to potential developers.

Discussion:

In an attempt to encourage development of Site 36 and streamline the process for developers a resolution is being presented to set a public hearing to establish one Industrial Development District for the entire Site 36 property. While under the ownership of General Motors, a portion of the property was established as an Industrial Development District, but not the entire property. The new IDD will be in place for the site when developers pursue tax abatements. This affords them the opportunity to move through the process more rapidly. Establishing this district does not take away the Council's decision-making ability regarding tax abatements as each abatement request will be presented for Council approval.

Budget Impact:

Establishment of an IDD does not have any budgetary impact.

EXHIBIT A

Legal Description

Address: 301 36th Street SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-13-455-052

Legal Description:

411713455052 LOT 883 EX N 9 FT ALSO LOT 884 & 885 ALSO THAT PART OF LOTS 886 TO 891 INCL LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO LOTS 892 & 893 ALSO LOT 894 EX N 9 FT ALSO LOT 922 ALSO THAT PART OF LOT 923 LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO THAT PART OF VACATED PORTION OF HILLCROFT AVE /60 FT WIDE/ DESC AS - COM 249 FT N ALONG E LINE OF SD AVE FROM SW COR OF LOT 891 TH S ALONG SD E LINE TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED AVE TH N ALONG SD W LINE TO A PT 249 FT N ALONG SD W LINE FROM SE COR OF LOT 923 TH E TO BEG ALSO THAT PART OF VACATED PORTION OF BIRCHWOOD AVE /60 FT WIDE/ DESC AS - COM AT SE COR OF LOT 885 TH N ALONG W LINE OF SD VAC AVE 122 FT TH E TO A PT ON E LINE OF SD VACATED AVE 122 FT N ALONG SD E LINE FROM SW COR OF LOT 842 TH S ALONG E LINE OF SD VACATED ST TO SW COR OF LOT 841 & TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED ST TH N TO BEG * HOME ACRES NO.2 SPLIT ON 07/02/2009 FROM 41-17-13-455-044, 41-17-13-455-046, 41-17-13-455-048; SPLIT/COMBINED ON 01/08/2013 FROM 41-17-13-455-050, 41-17-13-455-049, 41-17-13-455-051;

Address: 3838 Clay Avenue SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-24-178-007

Legal Description:

411724178012 PART E 1/2 E 1/2 NW 1/4 COM AT N 1/4 COR TH S 88D 04M W 163.4 FT ALONG N SEC LINE TH S 4D 32M 40S E 990.0 FT ALONG A LINE 100 FT W FROM /MEAS PERP TO/ W LINE OF PENN RR R/W /100 FT WIDE/ TO BEG OF THIS DESC - TH S 4D 32M 40S E 1089.82 FT TH S 88D 04M W 466.08 FT TO A PT 33 FT E FROM /MEAS PERP TO/ W LINE OF E 1/2 E 1/2 NW 1/4 TH N 4D 26M W PAR WITH SD E LINE 217.59 FT TH NELY 443.47 FT ON A 533.66 FT RAD CURVE TO RT /LONG CHORD WHICH BEARS N 19D 22M 23S E 430.82 FT/ TH N 43D 10M 45S E 134.26 FT TH NLY 421.36 FT ON A 595.22 FT RAD CURVE TO LT /LONG CHORD WHICH BEARS N 22D 53M 58S E 412.62 FT/ TO A PT 990 FT S

FROM N SEC LINE TH N 88D 04M E 0.66 FT TO BEG * SEC 24 T6N R12W 7.42 A.
SPLIT ON 11/28/2011 FROM 41-17-24-178-008, 41-17-24-178-009, 41-17-24-178-007,
41-17-24-178-003, 41-17-24-178-004;

Address: 300 36th Street SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-24-201-007

Legal Description:

Y941A: THAT PART OF W 1/2 NE 1/4 LYING E OF OF E LINE OF CONRAIL RR
R/W & LYING S OF SLY LINE OF 36TH ST EX COM AT INT OF S LINE OF NE 1/4
& W LINE OF BUCHANAN AVE TH N 87D 59M 30S W ALONG E & W 1/4 LINE
828.27 FT TH N 47D 10M 30S E 46.67 FT TO N LINE OF S 33 FT OF NE 1/4 TH S
87D 49M 30S E 695.3 FT TH NELY 125.8 FT ALONG A 101.8 FT RAD CURVE LT
/LONG CHORD BEARS N 56D 46M 24S E 117.95 FT/ TO W LINE OF SD AVE TH
SLY 101.4 FT TO BEG. SEC 24 T6N R12W 74.92 A. ALSO LOTS 147 TO 152 INCL
& PART OF LOTS 144 145 146 153 154 & 155 & PART OF VACATED PORTIONS
OF FLOYD ST & 40TH ST & DR LYING W OF LOTS 148 & 149 ALL BEING DESC
AS - COM AT NW COR OF SD PLAT TH S 87D 49M 30S E ALONG N LINE OF SD
PLAT 358.58 FT TO WLY LINE OF RELOCATED STAFFORD AVE TH SWLY
ALONG WLY LINE OF SD AVE 37.04 FT ALONG A 165.0 FT RAD CURVE LT
/LONG CHORD BEARS S 48D 52M 25S W 36.97 FT TH S 42D 26M 30S W ALONG
SD WLY LINE 243.88 FT TH SWLY ALONG SD WLY LINE 117.22 FT ALONG A
290.59 FT RAD CURVE LT /LONG CHORD BEARS S 30D 53M 08S W 116.42 FT/
TO A PT 16.51 FT S 0D 02M 30S E & 0.43 FT S 87D 49M 30S E FROM SW COR OF
LOT 146 TH N 87D 49M 30S W PAR WITH S LINE OF LOT 148 & SD S LINE EXT
132.43 FT TO W LINE OF SD PLAT TH N 313.78 FT M/L TO BEG. MCQUEEN
DOYLE PARK NO.1

RESOLUTION NO. _____

RESOLUTION TO VACATE A PORTION OF 50TH STREET COMMENCING 400 FEET WEST OF CLAY AVENUE AND EXTENDING WEST FOR A DISTANCE OF 422 FEET TO ITS WEST TERMINUS, IN THE CITY OF WYOMING, SECTION 25, KENT COUNTY, MICHIGAN

WHEREAS:

1. The Wyoming Planning Commission has recommended that a portion of 50th Street, commencing 400 feet west of Clay Avenue and extending west for a distance of 422 feet to its western terminus, Section 25, be vacated.
2. The Planning Commission did hold a public hearing on May 21, 2013, and following the hearing voted unanimously to recommend the vacation to the City Council, subject to the provision of utility easements and cul-de-sac design drawings.
3. The City Council did hold a public hearing on July 1, 2013.
4. 584-50th Properties, LLC proposes to vacate this portion of the street to facilitate a proposed industrial redevelopment project.
5. The street will be reconstructed to provide an appropriate cul-de-sac within public right-of-way and all public utilities will be protected with easements to the City.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby vacate the portion of said 50th Street, located in the City of Wyoming, Kent County, Michigan according to the attached legal description, subject to the provision of the utility easements and cul-de-sac design drawings.

BE IT FURTHER RESOLVED:

2. The City Clerk shall record a certified copy of this resolution with the Kent County Register of Deeds and provide a copy to the State of Michigan Departments of Natural Resources, Economic Development and Licensing and Regulatory Affairs.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

07/01/13
TC

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 July 1, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Resolution No. _____



Planning & Development Department
 Telephone (616) 530-7266
 1155 28th Street SW, Wyoming, Michigan 49509
www.wyomingmi.gov



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

June 25, 2013

Ms. Heidi A. Isakson
 City Clerk
 Wyoming, MI

Subject: Public hearing to consider the request to vacate 50th Street commencing 400 feet west of Clay Avenue and extending 422 feet to its west terminus.

Recommendation: To approve the subject street vacation request.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 21, 2013. The City Council authorized the public hearing for this request on June 3, 2013. The petitioner proposes the City vacate the west half of 50th Street. Once vacated, the street will be removed with a new cul-de-sac constructed by the developer where the proposed vacation commences. Gordon Foods intends on constructing a new industrial facility encompassing both sides of the existing street. Shortening 50th Street allows an overall better design for the facility. The new Gordon Foods Freezer facility obtained Site Plan Approval from the Planning Commission on June 18, 2013 (see attached). Staff had the following street vacation comments:

1. Public water, sanitary and storm sewer utilities exist within the right-of-way of 50th Street. The developer shall provide easements to the City of Wyoming over all existing utilities.
2. The developer's engineer shall provide detailed design drawings for the proposed cul-de-sac to the Engineering Department for approval.
3. When right-of-way is vacated, it is split with each half assigned to the adjoining property fronting along it. Gordon Foods controls the properties adjoining the proposed vacation with the exception of a 30.6 foot wide strip at the edge of the U.S. 131 right-of-way. That strip is an extension of a large parcel to the south that is accessed from Clay Avenue. Access from that parcel to 50th Street is not required.

4. Right-of-way vacations require the City Council to set, and hold, a public hearing. This will occur after the vacation recommendation from the Planning Commission.

Conformance with the City of Wyoming sustainability principals:

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

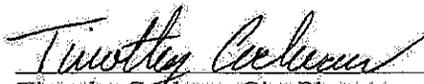
The proposed street vacation will allow for the redevelopment of several underutilized industrial properties. The resulting development will infuse vital investment into the Clay Avenue corridor. It will also contribute to the economic strength of the City by providing many new jobs. The proposed street vacation conforms to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council the proposed 50th Street vacation, subject to the provision of the utility easements and cul-de-sac design drawings.

At the public hearing no comments were received. A motion was made by Postema, supported by Micele, to recommend to City Council the subject street vacation. After discussion, the motion carried unanimously. Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of May 21, 2013.

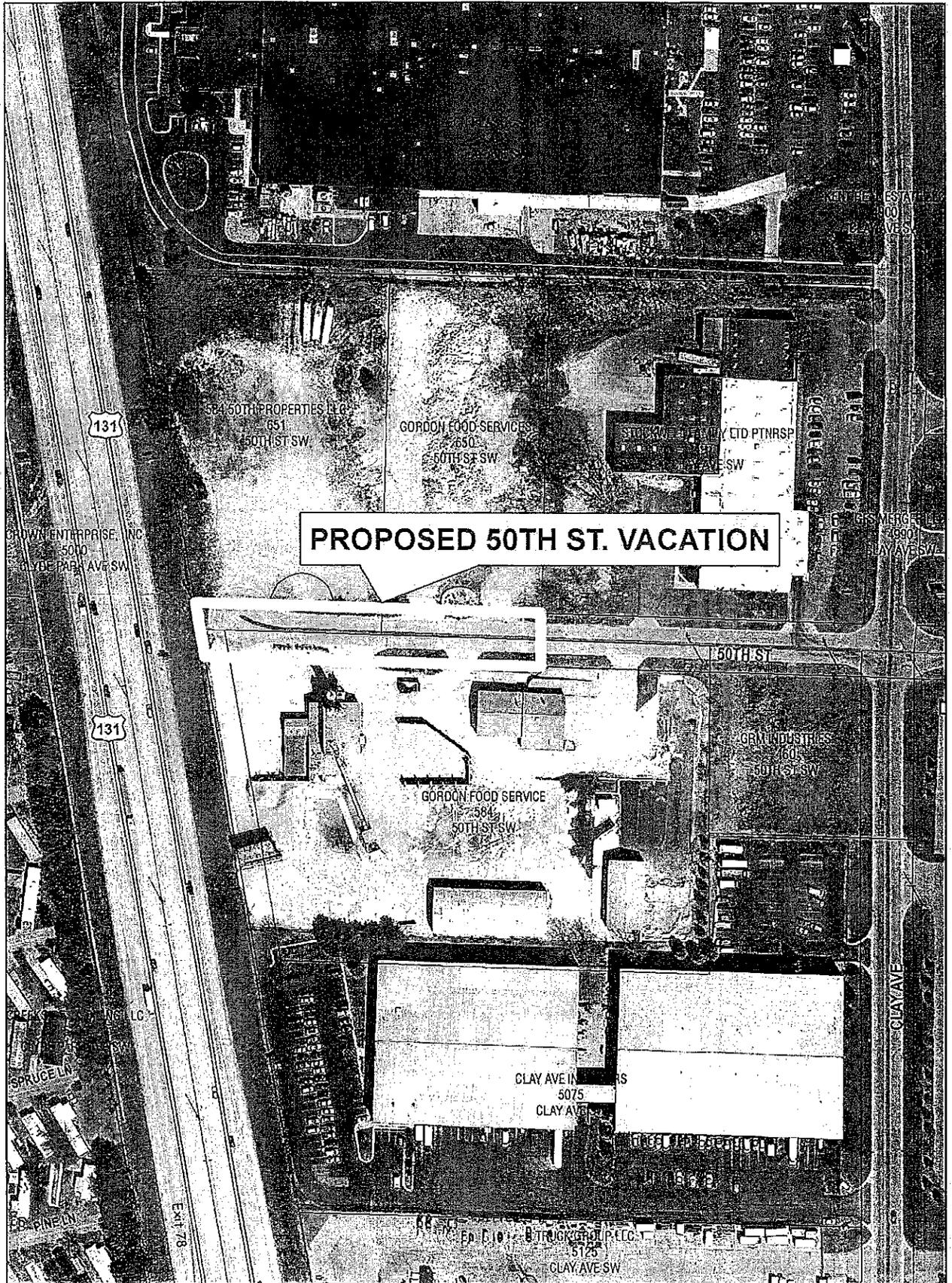
The appropriate resolution to authorize the street vacation is attached.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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



PROPOSED 50TH ST. VACATION

584 50TH PROPERTIES LLC
651
50TH ST SW

GORDON FOOD SERVICES
650
50TH ST SW

STOCKWELL FAMILY LTD PTRNSHP
CLAY AVE SW

DOWN ENTERPRISE, INC
5000
CLAY PARK AVE SW

GRAM INDUSTRIES
605
50TH ST SW

GORDON FOOD SERVICE
584
50TH ST SW

CLAY AVE IN
5075
CLAY AVE

TRUCKER, P.E.C.
5125
CLAY AVE SW

131

131

SPRUCE LN

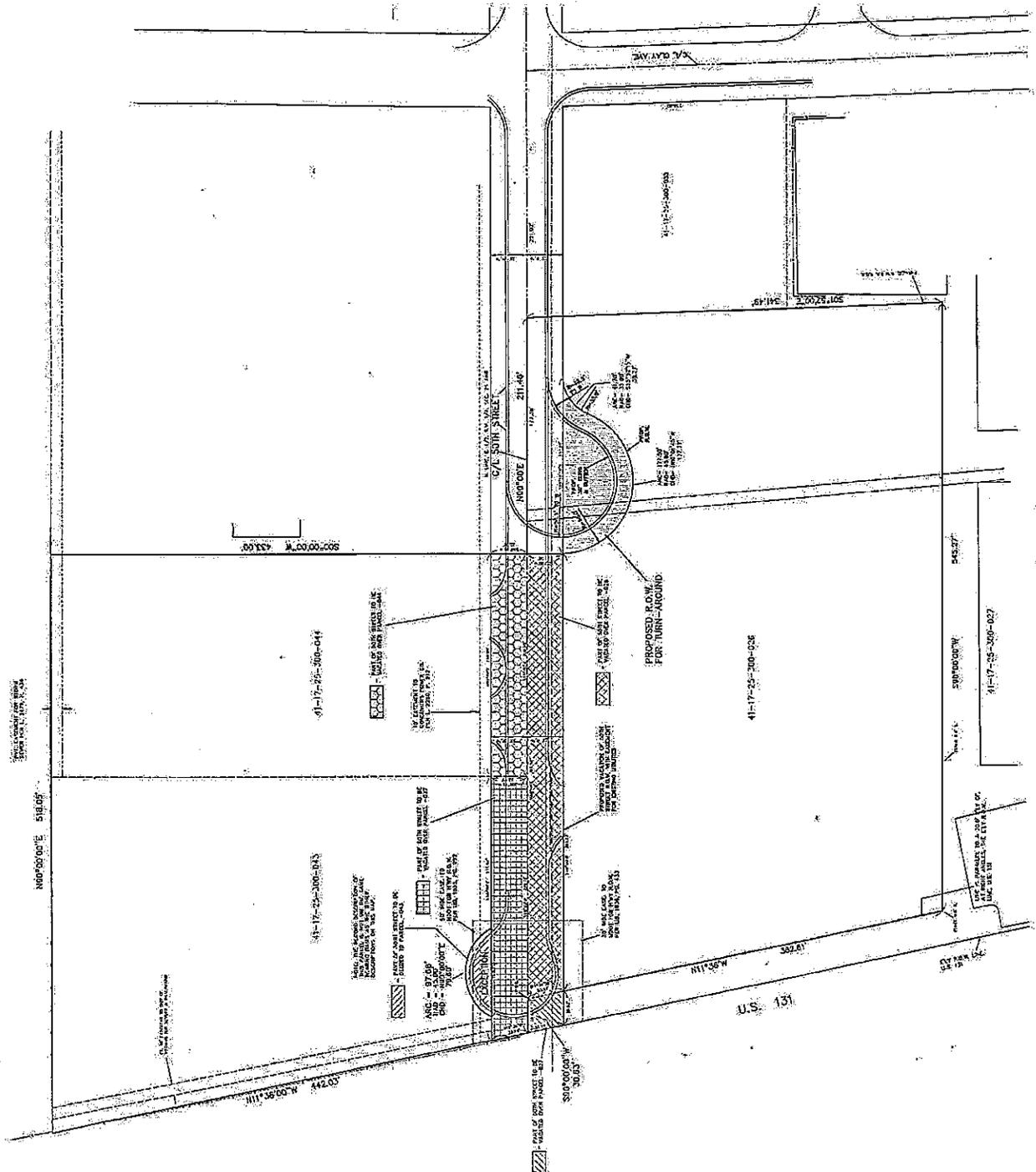
SPRUCE LN

EXIT 78

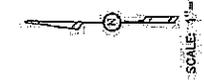
CLAY AVE

50TH ST

50TH ST



Description of parcel 111-36-00-01: Parcel 111-36-00-01 is a vacant lot of 0.15 acres, bounded by the South Street, 111-36-00-02, 111-36-00-03, 111-36-00-04, 111-36-00-05, 111-36-00-06, 111-36-00-07, 111-36-00-08, 111-36-00-09, 111-36-00-10, 111-36-00-11, 111-36-00-12, 111-36-00-13, 111-36-00-14, 111-36-00-15, 111-36-00-16, 111-36-00-17, 111-36-00-18, 111-36-00-19, 111-36-00-20, 111-36-00-21, 111-36-00-22, 111-36-00-23, 111-36-00-24, 111-36-00-25, 111-36-00-26, 111-36-00-27, 111-36-00-28, 111-36-00-29, 111-36-00-30, 111-36-00-31, 111-36-00-32, 111-36-00-33, 111-36-00-34, 111-36-00-35, 111-36-00-36, 111-36-00-37, 111-36-00-38, 111-36-00-39, 111-36-00-40, 111-36-00-41, 111-36-00-42, 111-36-00-43, 111-36-00-44, 111-36-00-45, 111-36-00-46, 111-36-00-47, 111-36-00-48, 111-36-00-49, 111-36-00-50, 111-36-00-51, 111-36-00-52, 111-36-00-53, 111-36-00-54, 111-36-00-55, 111-36-00-56, 111-36-00-57, 111-36-00-58, 111-36-00-59, 111-36-00-60, 111-36-00-61, 111-36-00-62, 111-36-00-63, 111-36-00-64, 111-36-00-65, 111-36-00-66, 111-36-00-67, 111-36-00-68, 111-36-00-69, 111-36-00-70, 111-36-00-71, 111-36-00-72, 111-36-00-73, 111-36-00-74, 111-36-00-75, 111-36-00-76, 111-36-00-77, 111-36-00-78, 111-36-00-79, 111-36-00-80, 111-36-00-81, 111-36-00-82, 111-36-00-83, 111-36-00-84, 111-36-00-85, 111-36-00-86, 111-36-00-87, 111-36-00-88, 111-36-00-89, 111-36-00-90, 111-36-00-91, 111-36-00-92, 111-36-00-93, 111-36-00-94, 111-36-00-95, 111-36-00-96, 111-36-00-97, 111-36-00-98, 111-36-00-99, 111-36-00-100.



SCALE: 1" = 40'

SOUTH STREET VACATION PLAN
 FOR: 584 SOUTH PROPERTIES, LLC

IN: PART OF THE WEST 1/2 SECTION 25, T4N, R12W,
 CITY OF HOBBING, KENT COUNTY, MICHIGAN

excel engineering, inc.
 10000 W. 100th St., Suite 100, Grand Rapids, MI 49507
 Phone: (616) 941-1111 Fax: (616) 941-1112
 www.exceleng.com

DATE: 08/14/2013
 DRAWN: J. J. JONES
 CHECKED: J. J. JONES
 SHEET: 1 of 1

RESOLUTION NO. _____

A RESOLUTION TO VACATE ALCOMA STREET, EAST OF GODFREY AVENUE, IN
THE CITY OF WYOMING, SECTION 2, KENT COUNTY, MICHIGAN

WHEREAS:

1. The Wyoming Planning Commission has recommended that Alcoma Street, a paper only street, located east of Godfrey Avenue, Section 2, be vacated.
2. The Planning Commission did hold a public hearing on May 21, 2013, and following the hearing voted unanimously to recommend the vacation to the City Council, subject to provision of the utility easement, reconstruction plan for City staff approval, and access easement.
3. The City Council did hold a public hearing on July 1, 2013.
4. LINC Community Revitalization proposes to vacate this street to facilitate a proposed residential parking lot to support a redevelopment project.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby vacate Alcoma Street, located in the City of Wyoming, Kent County, Michigan according to the attached legal description, subject to the provision of the utility easement, reconstruction plan for City staff approval, and access easement.

BE IT FURTHER RESOLVED:

2. The City Clerk shall record a certified copy of this resolution with the Kent County Register of Deeds and provide a copy to the State of Michigan Departments of Natural Resources, Economic Development and Licensing and Regulatory Affairs.

Moved by Councilmember:

Seconded by Councilmember:

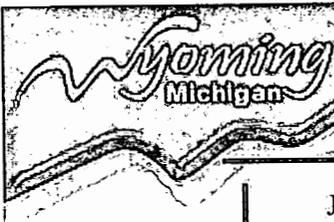
Motion Carried Yes
 No

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 July 1, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Resolution No. _____



Planning & Development Department
 Telephone (616) 530-7266
 1155 28th Street SW, Wyoming, Michigan 49509
www.wyomingmi.gov



June 25, 2013

Ms. Heidi A. Isakson
 City Clerk
 Wyoming, MI

Subject: Public hearing to consider the request to vacate Alcoma Street east of Godfrey Avenue.

Recommendation: To approve the subject street vacation request.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 21, 2013. The City Council authorized the public hearing for this request on June 3, 2013. Alcoma Street exists on paper only, as it was never constructed. LINC Community Revitalization is in the process of redeveloping the adjoining building to the north into a four-unit apartment. They propose the City vacate the street to allow for its reconstruction for paved access and parking (see attached). Staff had the following comments:

1. Public storm sewer utilities exist within the right-of-way of Alcoma Street. An easement shall be provided to the City of Wyoming over the utility.
2. When right-of-way is vacated, it is split with each half assigned to the adjoining property fronting along it. Alcoma Street also serves the property to the south by providing parking and access. The reconstruction within the Alcoma Street right-of-way shall include suitable access, parking and landscaping to serve both properties. This shall be provided as an engineered plan to the Planning Department for approval by City staff. A shared access easement shall be provided to the City.
3. LINC Community Revitalization has obtained a property tax exemption and payment in lieu of taxes (PILOT) from the City Council to facilitate the apartment redevelopment project (see attached). Vacating Alcoma Street is a necessary step in completing that agreement. The foreclosed property was in such disrepair that it required exceptional investment to renovate the building for occupancy. The revitalization of buildings to help maintain and improve neighborhoods is one of LINC Community's goals.
4. Right-of-way vacations require the City Council to set, and hold, a public hearing. This will occur after the vacation recommendation from the Planning Commission.

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

Conformance with the City of Wyoming sustainability principals:

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

The proposed street vacation will allow for the redevelopment of an obsolete residential structure. The resulting development will provide quality housing in this older area of the City. The proposed street vacation conforms to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council the proposed Alcoma Street vacation, subject to provision of the utility easement, reconstruction plan for City staff approval, and access easement.

At the public hearing, a representative for LINC spoke to the benefits of the overall redevelopment project. No additional comments were received. A motion was made by Hegyi, supported by Postema, to recommend to City Council the subject street vacation. After discussion, the motion carried unanimously. Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of May 21, 2013.

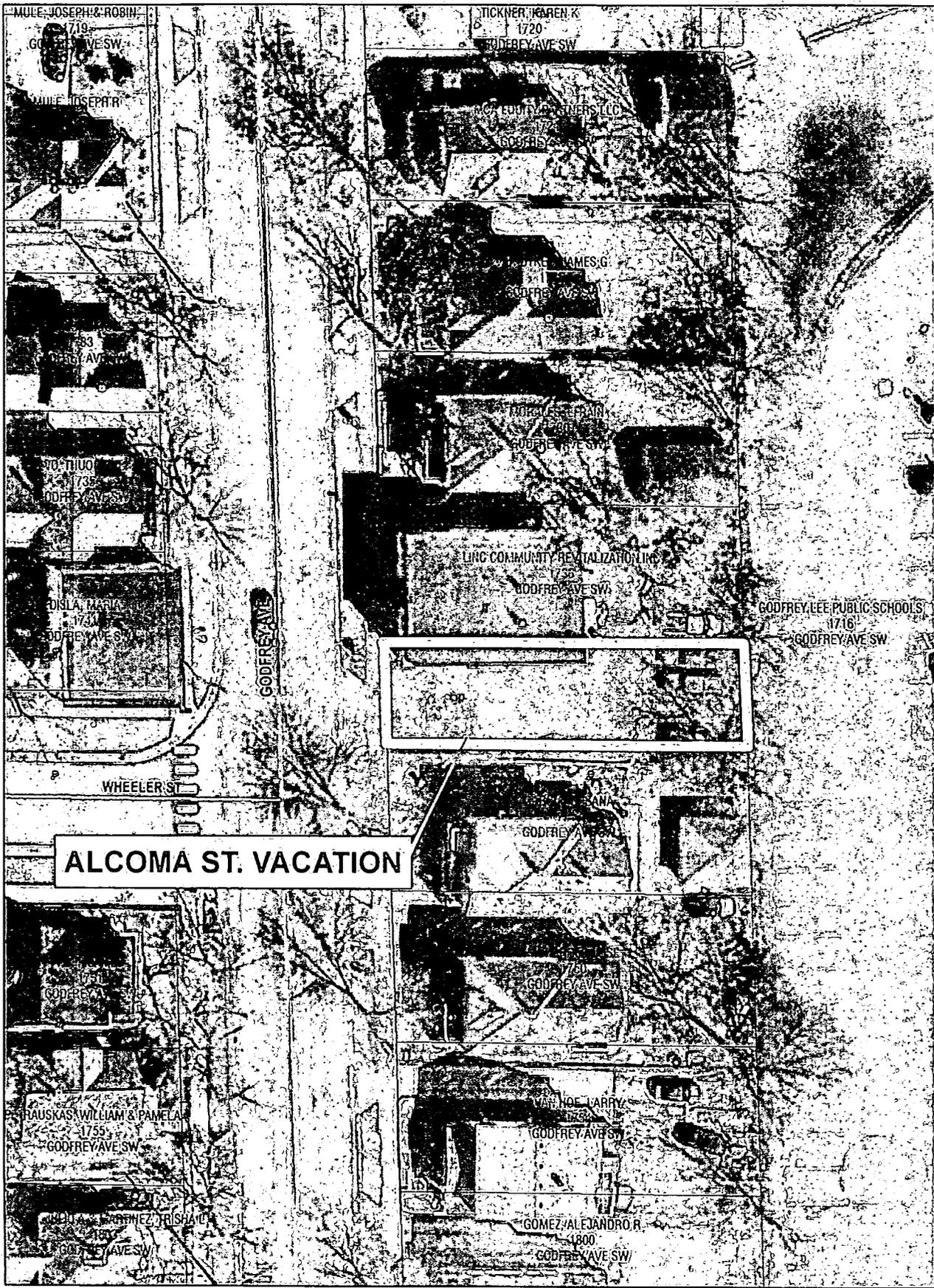
The appropriate resolution to authorize the street vacation is attached.

Respectfully submitted,



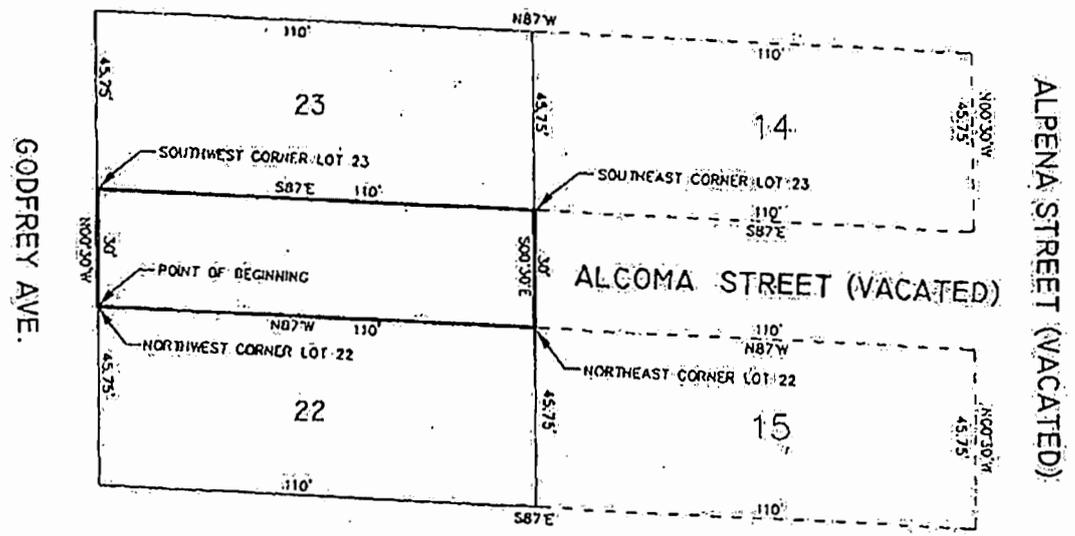
Timothy Cochran, City Planner
Planning and Development Department

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



ALCOMA ST. VACATION

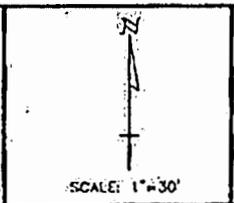
JOB NUMBER: 13022
 DATE: 7-19-13



PROPOSED STREET VACATION:

THAT PART OF WHALEN'S 2ND INTERURBAN PLAT, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 22 OF SAID PLAT; THENCE N00°30'W 30 FEET TO THE SOUTHWEST CORNER OF LOT 23 OF SAID PLAT; THENCE S87°E 110 FEET ALONG THE SOUTH LINE OF LOT 23 TO THE SOUTHEAST CORNER OF SAID LOT; THENCE S00°30'E 30 FEET TO THE NORTHEAST CORNER OF LOT 22 OF SAID PLAT; THENCE N87°W 110 FEET ALONG THE NORTH LINE OF SAID LOT TO THE POINT OF BEGINNING.

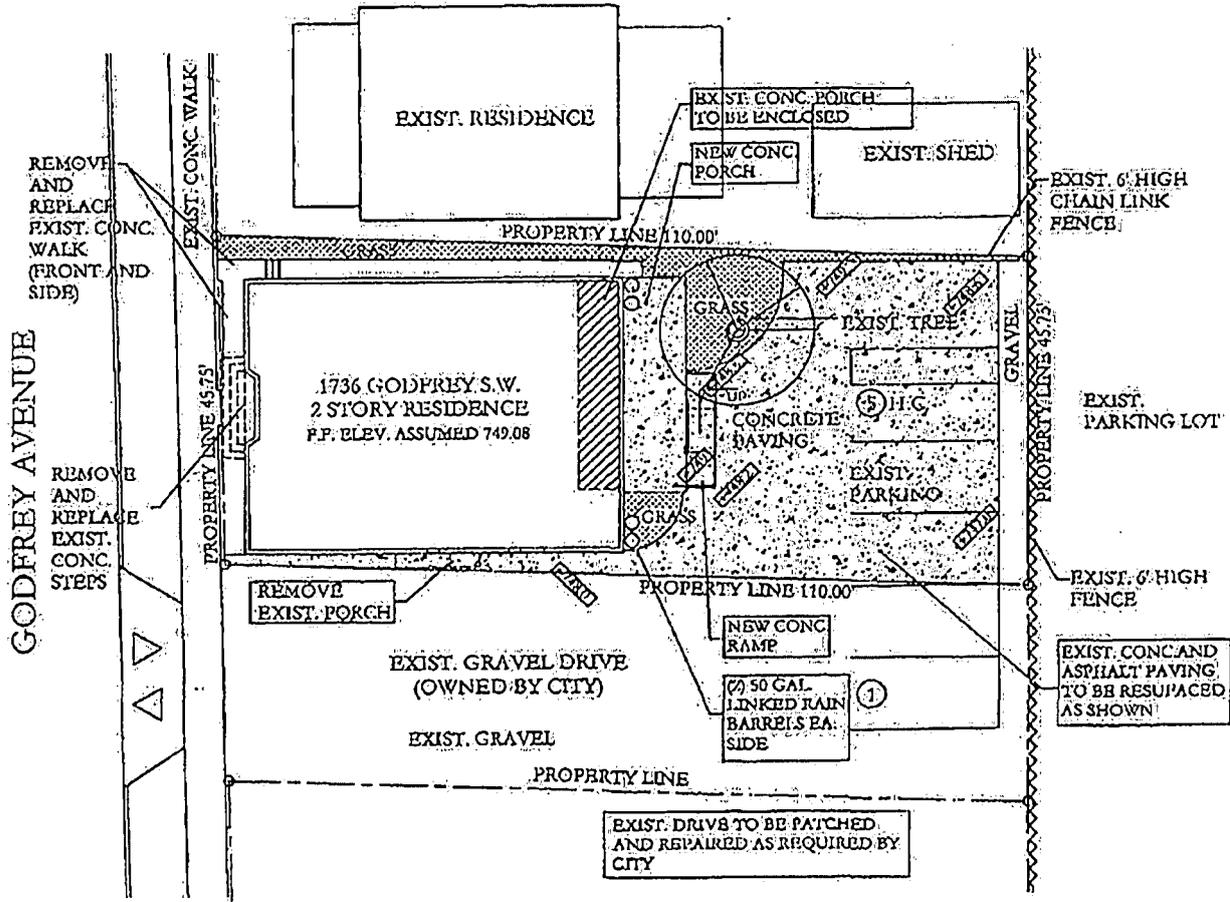
- LEGEND:**
- IRON STAKE (SET)
 - IRON STAKE (FOUND)
 - FENCE
 - P PLATTED DIMENSION
 - R RADIUS
 - L ARC LENGTH
 - DEED DIMENSION
 - M MEASURED DIMENSION
 - WOOD STAKE



mbn
 meyers, buche & nies, inc.
 civil engineers/surveyors
 1630 leonard st nw
 grand rapids, mi 49504
 616-457-5030
 fax: 616-457-8244

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



PROPOSED SITE PLAN
SCALE: 1"=20'

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

STREED ARCHITECTS
Architectural Firm
1736 GODFREY AVENUE S.W.
WYOMING, WY 83603

INTERIOR BUILDING REMODEL FOR:
LINC COMMUNITY REVITALIZATION INC.
1736 GODFREY AVENUE S.W.
WYOMING, WY 83603

11/04/11
11/04/11
01/21/13
11/04/13
SHEET:
1
JOB NO. 11-00

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

05/1/13
JRS/säk

RESOLUTION NO. 24455

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH LINC COMMUNITY REVITALIZATION

WHEREAS:

1. LINC Community Revitalization is in the process of rehabilitation of a four family apartment building located at 1736 Godfrey S.W.
2. Completion of the project requires vacation of an existing unused right-of-way located immediately South of the parcel.
3. The parties have agreed to a payment in lieu of taxes subject to approval of the required ordinance.
4. An Agreement has been prepared to include the terms of the payment in lieu of taxes and redevelopment of the property.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Agreement with LINC Community Revitalization.

| | | |
|----------------------------|----------|---|
| Moved by Councilmember: | Pastoor | |
| Seconded by Councilmember: | Voorhees | |
| Motion Carried | Yes | 7 |
| | No | 0 |

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: May 6, 2013.


Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Agreement

Resolution No. 24455

RESOLUTION NO. _____

A RESOLUTION TO CHANGE THE DATE OF ELECTION
FOR MAYOR AND CITY COUNCIL TO THE EVEN YEARS,
AS AUTHORIZED BY PUBLIC ACT 523 OF 2012

WHEREAS:

1. Public Act 523 of 2012 permits cities who conduct elections in odd-numbered years to change their election schedule to the even-numbered years.
2. Conducting local city elections in even-numbered years has the potential to increase voter participation and reduce election costs.
3. The City Council held a public hearing on the proposal to change the election schedule on July 1, 2013, as required by PA 523 of 2012.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council exercises its authority under Public Act 523 of 2012 to move the primary and general election for mayor and city council member to the even-year election schedule.
2. As proscribed in PA 523 of 2012, this change is effective after December 31, 2013, and the terms of mayor or council member expiring in an odd-numbered year are extended one year to the next even-numbered year election cycle.
3. The City Clerk is directed to notify the Michigan Secretary of State and the Kent County Clerk of this action.

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 July 1, 2013.

Heidi A. Isakson, Wyoming City Clerk

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

Cc: Barbara VanDuren, Deputy City Manager
Jack Sluiter, City Attorney

FROM: Heidi A. Isakson, City Clerk

DATE: June 3, 2013

RE: Public Act 523 of 2012 – Election Date for Mayor and City Council

Recommendation:

That City Council hold a public hearing on the proposal to change the election of Mayor and Council Members to the even years, and consider adoption of a resolution to effect that change.

Sustainability Criteria:

Environmental Quality – There is potential to conduct fewer elections in the City, reducing resources consumed by the City and by voters.

Social Equity – Moving the City Council election to even-year November would increase participation by voters in choosing their local elected officials, because more voters participate in gubernatorial and presidential elections than local elections. Average voter participation in City Council elections at odd-year November dates ranges from 10% to 20 %. In contrast, voter participation in “mid-term” elections has been about 40% , and in presidential elections, about 65%.

Economic Strength – Total direct costs to conduct a City Council election would be eliminated by combining them with even-year state-wide elections, which must be budgeted for and conducted, for a savings currently estimated at \$22,000 to \$24,000. Indirect costs are difficult to measure due to the high level of integration of election activities with other Clerk’s Office activities, but any action which reduces the total number of elections conducted would reduce indirect costs, as well. When another jurisdiction calls an election for any of the four permitted election dates which is not an even-year August or November election date, the direct costs are paid by that jurisdiction, but not the indirect costs. So moving the City Council date to even-year November would not eliminate all potential for indirect costs associated with odd-year November elections.

Discussion:

In matters of the conduct of City elections, some actions are governed by our Charter, but most are governed by State law. Many sections of Michigan Compiled Law Section 168, which governs elections, contain the phrase “notwithstanding any Charter provision to the contrary,” which means in any conflict between the statute and the Charter provision, the statute prevails.

Many election matters detailed in our Charter are therefore “superseded” by provisions in state election law, and have never been changed by a Charter amendment. For example, our Charter currently states that primaries are held in February, with the general election in May. In 1975, primaries were moved to September, and the general election moved to November in odd-numbered years, in response to changes in state law.

In 2005, in response to further state law changes called “election consolidation,” we moved our primary from September to August. That law created four election dates in each year: February and May for “special elections” and August and November, for primaries and generals.

In 2011, school elections were moved to the even-year November election. In late 2012, cities were given the option to conduct their primary and general elections in the even-year, as well. These changes were motivated by the desire to increase voter participation in local elections, to reduce the cost of elections, or both.

A city may now hold a public hearing and adopt a resolution setting its elections in the even years. The change would be effective after December 31 in the year the resolution is adopted. Terms of office are extended until a successor has been elected, effectively one year. The statute prohibits the shortening of terms. If the change were made in 2013, on January 1, 2014, the terms of all members would be extended one year, to 2016 and 2018.

I should note that City elected officials wishing to run for another elective office at the county, state or federal level can currently do so without affecting their Council term, unless they are elected and must resign. If the change to even years is made, this option would only be available when a person was in the middle of their four-year Council term.

Budget Impact: As described above, there is the potential to save more than \$20,000 for each City Council primary or general election eliminated.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE A CONTRACT FOR SPECIFIC HOME REPAIR SERVICES

WHEREAS:

1. The 2013/2014 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist moderate to low income Wyoming residents.
2. Four programs will be administered by Home Repair Services of Kent County, namely a Minor Home Repair program, an Access Modification Program for persons with disabilities, a Foreclosure Intervention program, and an Air Sealing program.
3. Funds shall be available for the activity under Account # 256-400-69214-956.085.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Home Repair Services of Kent County for an amount not to exceed \$65,000.00.

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 July 1, 2013.

ATTACHMENTS:
Agreement

 Heidi A. Isakson, Wyoming City Clerk

STAFF REPORT

Date: June 20, 2013

Subject: Home Repair Services Contract – CDBG Funding 2013-2014

From: Rebecca Rynbrandt, Director of Community Services

Cc: David Jacobs, Home Repair Services

Meeting Date: July 1, 2013

RECOMMENDATION:

As recommended by the citizen appointed Community Development Committee and affirmed during the FY 2013-14 budget review and acceptance process of the City Council, the budget of which included a grant award to Home Repair Services, Inc. through the Community Development Block Grant restricted funds, it is recommended the City Council now therefore enter into the attached contract with Home Repair Services.

SUSTAINABILITY CRITERIA:

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

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

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

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2013 through June 30, 2014 on Monday, April 1, 2013. Included within the plan is to provide support for specific home repair services for moderate to low income Wyoming residents. To this end, we are proposing a renewal of our agreement with area non-profit Home Repair Services, Inc.

This year's agreement includes four programs, namely Minor Home Repair, Access Modification program for persons with disabilities, Foreclosure Intervention, and Air Sealing.

The City of Wyoming has maintained a long standing relationship with Home Repair Services as no other contractor in this area provides similar services. To this end, no bids were solicited.

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$65,000.00, distributed as follows: Minor Home Repair - \$35,000.00, Access Modification - \$20,000.00, Foreclosure Intervention - \$5,000.00 and Air Sealing - \$5,000.00. Sufficient funds are available in the activity account #256-400-69214-956.085.

CONTRACT BETWEEN
THE CITY OF WYOMING
AND
HOME REPAIR SERVICES OF KENT COUNTY, INC.
JULY 1, 2013 THROUGH JUNE 30, 2014

THIS CONTRACT, is entered into this _____ day of _____, 2013, effective from July 1, 2013 through June 30, 2014 and by and between the City of Wyoming, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, through its Community Development Section of the Planning and Development Department, hereinafter called the "City", and Home Repair Services of Kent County, Inc., a non-profit corporation organized and existing under the laws of the State of Michigan, hereinafter called the "Contractor".

WITNESSETH THAT:

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

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

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

SECTION 1 - PROGRAM OBJECTIVES:

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

- d. Providing for an Air Sealing Program. The purpose of this program is to help reduce the heating costs for lower-income homeowners by identifying and sealing structural air leaks as a part of a weatherization process.

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

1. The Contractor shall accept all requests from eligible persons desiring home repair assistance. The Contractor shall investigate the nature of the emergency assistance desired and needed, shall take an application for said assistance, or place the request on a waiting list. When demand for Minor Home Repair and Access Modification Program exceeds the Contractor's ability to supply the service, the Contractor shall maintain a waiting list for services. When the annual maximum has been reached for a location, the client's name may be placed on a waiting list for the next Contract year.
2. Priority for the provision of these Contract services shall be given to especially vulnerable applicants and especially serious health or safety repairs, i.e. the worst situations and/or cases shall be served first.
3. A client co-payment policy shall continue ensuring that a fee is charged to clients for Minor Home Repair and Access Modification Program, and shall set standards related to the option of co-payment responsibilities for the Air Sealing Program. The co-payment policy may be amended by the Contractor's Board of Directors upon approval by the City.
4. If the Contractor should encounter critically needed repairs that would exceed the annual limits of the Minor Home Repair Program, those situations shall be referred to other repair/rehab programs including, but not limited to, other programs operated by the Contractor and/or the City, and the inspection reports and cost analysis information developed by the Minor Home Repair Program shall be provided to those programs. Also, in those instances where the Contractor shall encounter conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, the Contractor is authorized to contact a licensed subcontractor to provide the small emergency home repair, provided total costs do not exceed the annual maximum per location established in this Contract.
5. The Contractor or its designee shall verify the eligibility of applicants using the criteria set forth in this agreement. The income guidelines for Minor Repair, Access Modification, and Air Sealing programs shall be 50% of area median income as calculated by the Federal Government.
6. The Contractor shall be properly licensed to provide the services required by this Contract. The Contractor and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Contractor agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Contractor's area of Contract activities.

8. The Contractor shall maintain insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils, subject to City approval.
9. The Contractor may provide up to 22 hours of on-the-job training in these Repair Programs for its employees. These hours will not be charged against a homeowner's annual maximum.

SECTION 3 - MINOR HOME REPAIR PROGRAM:

1. The Contractor shall provide minor repair services, including labor and materials of subcontracted repairs, to a minimum of 60 homes of very-low income homeowners. Minor Home Repairs are defined as tasks promoting the health, safety and economical utility consumption and protection of property including appurtenant structures of the residents of homes that are otherwise habitable. The Contractor shall make the minimal necessary repair(s) to correct the problem. Home improvement does not meet this definition and decoration is not permitted. Attention should be paid, however, to aesthetic acceptability of the finished repair. Options regarding cost and appearance should be reviewed with the homeowner to assure client satisfaction. These repairs undertaken by Home Repair Services will not necessarily bring the condition of a dwelling up to building or housing code standards. The maximum amount paid by the City for Minor Home Repair Program services under this Contract shall be \$35,000.00 except as revised by Sections 15, 16, and 17.
2. The Contractor shall service the homes of eligible owner-occupants up to a maximum of \$1,500.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of the Contractor's Executive Director, providing funds are available.
3. Those labor costs which shall be applied toward the dollar limit per location shall include only time at the work site, coffee breaks, traveling to and from the job site, in the shop, buying materials and filling out the appropriate paperwork. The unit of service for this Contract shall be the "service hour" which is defined as all of the above plus site inspections and on-the-job training.
4. The Contractor shall review with each homeowner receiving service which Minor Home Repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
5. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.
6. The Contractor shall not provide services to mobile homes unless the home is on property owned by the occupant and permanently affixed to the property.

SECTION 4 - ACCESS MODIFICATION PROGRAM:

1. This program will improve the homes of persons with significant mobility impairments to improve the accessibility of those houses. This may include but not be restricted to: a ramp, doorway widening, hand rails, bathroom grab bars, etc. Recipients must have received an Access Modification Survey conducted by a qualified organization approved by the City and only improvements listed on that survey shall be provided. The Access Modifications limit per location is \$3,000.00. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by the Contractor's Executive Director in accordance with the Contractor's rules governing such situations. The maximum amount paid by the City for the Access Modification Program services under this Contract shall not exceed \$20,000.00, except as revised by Sections 15, 16, and 17.
2. The Contractor shall review with each participant receiving service which modifications are to be performed and confirm the participant's choice to proceed with the program prior to beginning the modifications and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
3. The Contractor shall provide labor and subcontracted work for access modifications to be spread among at least 4 households.
4. This program will be available both to rental units as well as owner occupied units. In the case of rental units the landlord must give permission in writing to make the modifications and agree not to remove them if the disabled tenant moves out.
5. Only those access modifications that are physically attached to the structure will be provided by this program.
6. Wheel chair ramps or other exterior modifications may be provided anywhere in the City of Wyoming.
7. This service will not be available to housing units required to be accessible or adaptable under the Fair Housing Act.
8. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.

SECTION 5 – FORECLOSURE INTERVENTION PROGRAM:

1. The contractor shall provide foreclosure intervention services to a minimum of 125 Wyoming low income homeowners. These services shall include intake assessments, individualized counseling, group education through economic literacy classes, or referrals.
2. The contractor shall also provide any necessary outreach and marketing for this program.

3. The contractor shall provide education and counseling to help the homeowners avoid predatory lenders and secure less costly prime loans. This may include individual counseling or group classes.
4. The maximum amount paid by the City for Foreclosure Intervention services under this contract is \$5,000.00, except as revised by Sections 15, 16, and 17.

SECTION 6 – AIR SEALING PROGRAM:

1. This program shall help moderate and lower-income City of Wyoming homeowners reduce their home heating costs by identifying and sealing structural air leaks as a part of a weatherization process. Further, to be program eligible the house must:
 - a. Have a high rate of infiltration (ACHn)
 - b. A high percentage of that infiltration must be from identifiable sources (visual or ZPD)
2. The contractor or their sub-contractor will rely on blower door test results, thermal imaging and computer software to identify which houses will have the most cost effective results and to diagnose and locate the leaks for each house.
3. The contractor or their sub-contractor shall review with each homeowner which repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work, and shall secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
4. The contractor or their sub-contractor shall not provide services to mobile or manufactured homes unless the home is on the property owned by the occupant and permanently affixed to the property.
5. The contractor shall provide air sealing services to a minimum of one (1) Wyoming low income homeowners. The maximum amount spent on air sealing services per home shall be \$2,500.
6. The maximum amount paid by the City for the Air Sealing Program shall be \$5,000.00, except as revised by Sections 15, 16, and 17.
7. Subject to Contractor policies, co-pays may be required or shall be deemed optional of homeowners for air sealing services and repairs. All co-payments made as a result of this Agreement shall be considered program income.

SECTION 7 - WARRANTY/APPEAL:

1. Contractor Minor Home Repair/Accessibility Modifications/Air Sealing files shall include invoices and payments made with a work list of tasks, materials and costs for the hours and the number of person-hours involved for each location. Any homeowner desiring a detailed report of labor and/or materials for a particular job

shall be provided with this itemization upon request. Each case record shall show an approval by the homeowner with a dated signature showing receipt of work completed without waiving Contractor liability. Further requirements may be introduced to facilitate quality control site visits.

2. The Contractor agrees to provide in writing to each Minor Home Repair/Accessibility Modifications recipient a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. The opening of plugged drains, roof repair, and patching concrete steps are specifically excluded from the warranty. The Contractor shall submit an annual report to the City identifying warranty repairs for each of the programs. This provision shall not apply to the Air Sealing Program.

SECTION 8 - LOSS OF CLIENT ELIGIBILITY:

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

SECTION 9 - HOUSES FOR SALE/RENTAL UNITS:

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

SECTION 10 - OVERRUNS:

It is acknowledged that the Contractor has a limited ability to pay for unanticipated costs. The dollar limit per location for repairs is established to help the Contractor and the homeowner avoid extensive work which could reduce the total number of households to be assisted. The Contractor shall submit an annual report detailing the overruns of the Minor Home Repair, Access Modification Program and Air Sealing Program.

SECTION 11 - RECORDS:

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

SECTION 12 - REPORTS AND INFORMATION:

1. Financial Records and Reports. The Contractor agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Contractor shall conform to the regulations found at 24 CFR Part 85 and OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."
2. Administrative Practices and Policies. The Contractor shall submit its "administrative practices and policies" to the City for review within sixty (60) days of execution of this Contract. The administrative practices and policies shall include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Contractor's Board of Directors adopting and/or readopting the original and/or revised administrative practices and policies.

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

Secretary of Labor, or as otherwise provided by law.

- g. Contractor will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, Contractor may request the United States to enter into such litigation to protect the interests of the United States.
 - h. In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
4. Community Development Program Reports. The Contractor shall maintain case files on each household served which include name, address, target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July 31, 2014:
- a. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
 - b. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

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

5. Catalog of Federal Domestic Assistance (CDFA). The City, as a pass-through entity for Federal awards, is providing the following CDFA information to the Contractor as a CDBG Sub-recipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:
CDFA Program Title – Community Development Block Grants/Entitlement Grants

CDFA Number – 14.218

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

Type of Assistance – A-Formula Grants

Award Year – 2013/2014

Project – Rehabilitation-Home Repair Services

Project Description – Low/moderate-income households have affordable services such as minor home repairs, accessibility modifications, air sealing, and foreclosure prevention

Project Funding - \$65,000.00

SECTION 13 - HUD SECTION "3" PROVISION OF TRAINING AND EMPLOYMENT OF LOW AND VERY LOW INCOME PERSONS:

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

5. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
6. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

SECTION 14 - TIME OF PERFORMANCE:

1. On July 1, 2013, the Contractor shall commence performance of the services and activities required under this Contract.
2. The Contractor shall continue to perform such services and activities until the expiration of this Contract on June 30, 2014, unless otherwise terminated pursuant to the terms of this Contract.

SECTION 15 - COMPENSATION AND METHOD OF PAYMENT:

1. As full compensation for the Contractor's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Contractor an amount up to Sixty-Five Thousand and 00/100 dollars (\$65,000.00) from the City's Community Development Block Grant funds for the programs listed below.

| | | |
|---|-----------------------------|-------------|
| * | Minor Home Repair | \$35,000.00 |
| * | Access Modification Program | \$20,000.00 |
| * | Foreclosure Intervention | \$ 5,000.00 |
| * | Air Sealing Program | \$ 5,000.00 |
| | | \$65,000.00 |

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

2. It is expressly understood by and between the City and the Contractor that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Contractor pursuant to this Contract, exceed the maximum sum of Sixty-Five Thousand and no/100 dollars (\$65,000.00) from the City's Community Development Block Grant funds.

3. The Contractor agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
4. The Contractor agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Contractor.

SECTION 16 - CONTINUED FUNDING:

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 33.

SECTION 17 - FINANCE PROCEDURES:

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

SECTION 18 - DONATION AND FEES:

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

SECTION 19 - CONTRACT MODIFICATIONS:

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

SECTION 20 - CONTRACTOR'S FAILURE OF PERFORMANCE:

The failure of the Contractor to provide any work or services required by this Contract in a

satisfactory and timely manner shall be a material breach of this Contract.

1. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.
2. In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify the Contractor and allow the Contractor ten (10) days to cure any such failure to perform work or services in a timely manner.
3. In the event the Contractor fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Contractor.
4. Reduction of Compensation by the City. In the event the Contractor fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may, in its sole discretion, reduce or modify the compensation payable hereunder to the Contractor in a manner which appropriately reflects such reduction or diminution of services or activities.
5. Termination by the City:
 - A. In the event the Contractor fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the City, in its sole discretion and without notice may terminate this Contract with no further liability to the Contractor beyond that expressly provided by this contract.
 - B. In the event this Contract is terminated:
 1. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Contractor with City funds pursuant to the Contract, shall become the property of the City.
 2. The Contractor shall receive just and equitable compensation for any work which the Contractor satisfactorily completed pursuant to this Contract, subject to subsection (3) (b) below.
 3. It is agreed that nothing contained herein shall:
 - a. Deprive the City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Contractor upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b. Relieve the Contractor of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Contractor; and if it sustains such damages, the City may withhold as a set off any

payments due the Contractor, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

SECTION 21 - AUDITS AND INSPECTIONS:

1. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Contractor shall:
 - A. Make available to the City all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
 - B. Permit the City to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
 - C. Allow the City to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source.
2. Within one hundred eighty (180) days after the end of its fiscal year, the Contractor shall provide to the City an audit meeting the requirements of OMB Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations."
3. The Contractor is required to compare the amounts reported on their audited financial statements to the City's records to ensure accuracy in reporting the correct amounts of expended federal awards.

SECTION 22 - CONFLICT OF INTEREST:

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

SECTION 23 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:

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

without such consent, and the Contractor shall promptly notify the City of any such assignment or transfer.

SECTION 24 - LOBBYING AND POLITICAL ACTIVITIES:

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

SECTION 25 - "SAVE HARMLESS" CLAUSE:

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

SECTION 26 - CIVIL RIGHTS:

1. The Contractor agrees that it will not discriminate as to provision of services pursuant to this Contract based on race, color, religion, national origin, age, sex, height, weight, handicap, source of income, familial status or marital status.
2. The Contractor agrees that it will not discriminate as to hiring or terms or conditions of employment based on race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.

4. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

SECTION 27 - COMPLIANCE WITH THE LAW:

In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Contractor shall comply with all applicable Federal, State and local laws including the Architectural Barrier Act of 1968 (Barrier Free Design Act) (20 USC 293, as amended by 29 USC 706) and where applicable in relation to construction activities the Davis-Bacon Act, as amended (40 USC 276a-5); Copeland Anti-Kickback Act (18 USC 874 as supplemented by 29 CFR, Part 3) and Federal Fair Labor Standards provision as amended (52 Stat. 1060; USCA 201 et. seq., 40 USC 327, 5 USC 1332-15) Section 2 of the Act of June 13, 1934, as amended (40 USC 276c).

SECTION 28 - SEVERABILITY OF PROVISIONS:

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

SECTION 29 - WAIVER:

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

SECTION 30 - DISCLOSURE OF CONFIDENTIAL MATERIAL:

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

SECTION 31 - CITY DEPARTMENT OR OFFICE:

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

SECTION 32 – FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS:

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

1. OMB Circular A-122, "Cost Principals for Non-Profit Organizations".
2. OMB Circular A-110 (Attachments A, B, C, F, H, N and O), "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".
3. OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions".
4. Subpart K of 24 CFR570, "Other Program Requirements", except that the Contractor does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.
5. Subpart J of 24 CFR570.504(c), HUD Program Income Requirements.
6. Subpart J of 24 CFR 570.502(a)(7), Reversion of Assets.

SECTION 33 - TERMINATION AT CITY'S ELECTION:

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

SECTION 34 – REVERSION OF ASSETS:

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

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

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor Date

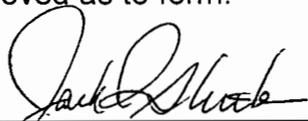
By: _____
Heidi A. Isakson, City Clerk Date

HOME REPAIR SERVICES OF KENT COUNTY,
INC.

By: _____
Rich Kogelschatz, Chairperson Date

By: _____
David Jacobs, Executive Director Date

Approved as to form:



Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH COMPASSION THIS WAY, INC.
TO PROVIDE PUBLIC SERVICES WITHIN THE TAFT AVENUE NEIGHBORHOOD – A
WYOMING COMMUNITY DEVELOPMENT BLOCK GRANT INITIATIVE

WHEREAS:

1. The 2013/2014 Wyoming Community Development Block Grant Program approved budget includes an activity to provide enhanced public services to residents located within the Taft Avenue residential neighborhood whose residents are at least 51% low-moderate income households.
2. Compassion This Way shall provide youth mentoring, health and wellness, recreation, education, and job training program directly within the targeted neighborhood.
3. Funds shall be available for these activities under the Community Development Block Grant Fund Accounts # 256-400-69214-956.306 (\$10,000) and 256-400-69214-956.307 (\$5,500).

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement with Compassion This Way, Incorporated for the provision of public 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 July 1, 2013.

ATTACHMENTS:
Agreement

Heidi A. Isakson, Wyoming City Clerk

STAFF REPORT

Date: June 20, 2013

Subject: Compassion This Way (Taft Avenue Neighborhood)–CDBG Funding 2013-2014

From: Rebecca Rynbrandt, Director of Community Services

Cc: Brian Patterson, Executive Director, Compassion This Way

Meeting Date: July 1, 2013

RECOMMENDATION:

As recommended by the citizen appointed Community Development Committee and affirmed during the FY 2013-14 budget review and acceptance process of the City Council, the budget of which included a grant award to Compassion This Way through the Community Development Block Grant restricted funds, it is recommended the City Council enter into the attached contract with Compassion This Way in an amount not to exceed \$15,500.

SUSTAINABILITY CRITERIA:

Environmental Quality – Funding shall provide public services to the Taft Avenue residential neighborhood to promote an environment creating opportunities for youth mentoring, health and wellness, recreation, education and job training programs and activities to accomplish this purpose.

Social Equity – Funding shall work to advance social equity by promoting meaningful community relationships, valuing the poor and underserved, advocating racial reconciliation and improving neighborhood public safety.

Economic Strength – Funding shall provide public services to residents within the Taft Avenue residential neighborhood whose residents are at least 51% low-moderate income households. Compassion This Way assists the poor and underserved by providing youth mentoring, education and job training programs.

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2013 through June 30, 2014 on Monday, April 1, 2013. Included within the plan is to provide support for public services to residents within the Taft Avenue residential neighborhood. To this end, we are proposing a renewal of our agreement with area non-profit Compassion This Way.

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$15,500.00, which includes \$10,000.00 for rent and utilities of an apartment located within the Taft neighborhood to be used as an office for Compassion This Way and its programs and services in the activity account #256-400-69214-956.306, and \$5,500 for program expenses for eligible services in the activity account #256-400-69214-956.307.

COMPASSION THIS WAY ACTIVITIES AGREEMENT FOR THE CITY OF WYOMING, MICHIGAN FOR 2013-2014

This Agreement is made between the **CITY OF WYOMING**, a Michigan municipal corporation, with its principal offices located at 1155 - 28th Street, S.W., Wyoming, Michigan (the "City"), and **COMPASSION THIS WAY**, a Michigan non-profit corporation, located at 2141 Newport S.W. Wyoming, 49519 (CTW).

Section 1: Preliminary Statement

The City wishes to contract with Compassion This Way (CTW) to provide public services to residents within the Taft Avenue residential neighborhood whose residents are at least 51% low-moderate income households. CTW was formed for the express purpose of promoting meaningful community relationships, valuing the poor and underserved, advocating racial reconciliation, and improving neighborhood public safety. CTW provides youth mentoring, health and wellness, recreation, education, and job training programs and activities to accomplish its purpose. This Agreement is entered into to provide the terms and conditions under which CTW will assist the City in providing public services.

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

Section 2: Agreement

In consideration of the terms and the mutual promises set forth in this Agreement, the City and the Center agree as follows:

- A. Term. The activities described in this Agreement are to begin on July 1, 2013, and are to be completed no later than June 30, 2014. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.
- B. Termination. This Agreement shall automatically terminate as of June 30, 2014, unless renewed for successive one (1) year terms by written agreement of both parties. The City and CTW shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party.

Section 3: Eligible Services

- A. Youth Mentoring.
- B. Recreation and Leisure Programming.
- C. Community Outreach, including Health and Wellness.
- D. Education.

Section 4: Marketing

CTW shall provide any necessary outreach and marketing for services. All marketing materials (including but not limited to media, program advertisement, website, Facebook) shall recognize the City of Wyoming with funding provided through its Community Development Block Grant program. Upon publishing and distribution, a copy of such material shall be submitted to the City.

Section 5: Payment

In consideration for the services, the City shall reimburse CTW a maximum of Fifteen Thousand Five Hundred Dollars (\$15,500.00) for actual and reasonable expenses as follows:

- A. Up to Five Thousand Five Hundred Dollars (\$5,500.00) for program expenses for eligible services, as defined in Section 3.
- B. Up to Ten Thousand Dollars (\$10,000.00) for rent and utilities of an apartment located within the Taft neighborhood to be used as an office for CTW and its programs and services. The Taft neighborhood shall be described as bounded on the north by 28th Street, south by Prairie Parkway, west by Byron Center Avenue, and east by Burlingame Avenue. CTW shall maintain renters insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
- C. CTW shall be reimbursed for actual expenses. CTW shall submit payment requests with all supporting documentation (lease agreement, copies of checks, receipts, etc) quarterly for reimbursement.
- D. CTW agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
- E. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to CTW, notwithstanding any other provision of this Contract, upon written notice to CTW when internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be or have been misused, misappropriated or spent for an ineligible purpose as defined within this Contract.
- F. Any unearned payments under this Contract may be suspended by the City upon CTW's refusal to accept and comply with any additional conditions or requirements of the City.

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

Section 6: Continued Funding

While it is the City's intent, subject to available funding, to renew this agreement annually, the City makes no explicit guarantee of future funding from the City beyond the termination of this Contract.

Section 7: Reports and Record Retention

- A. Upon execution of this Agreement, CTW shall provide the City with a copy of its most recent audit report.
- B. All records and documents maintained by CTW in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager.
- C. CTW shall provide the City with a mid-period report, and a comprehensive final report of activities in connection with this Agreement detailing levels of attendance, and programs for each service area. In addition, CTW agrees to submit special reports when requested.
- D. Unless otherwise expressly authorized by the City, CTW shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by CTW until all litigation, claims or audit findings involving the records have been resolved.
- E. Financial Records and Reports. CTW agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of CTW shall conform to the regulations found at 24 CFR Part 85 and OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations." CTW shall provide a budget at the beginning of each year and shall report actual expenditures at the conclusion of each year, which shall include the amount of CDBG funds budgeted, obligated and expended for the funded activity.

- F. Community Development Program Reports. The Contractor shall maintain case files on each household served which include name, address, and target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July 31, 2014:
- a. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
 - b. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

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

- G. Catalog of Federal Domestic Assistance (CDFA). The City, as a pass-through entity for Federal awards, is providing the following CDFA information to the Contractor as a CDBG Sub-recipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:
- CDFA Program Title – Community Development Block Grants/Entitlement Grants
CDFA Number – 14.218
Agency Office – Department of Housing & Urban Development/Office of Community Planning & Development
Type of Assistance – A-Formula Grants
Award Year – 2013/2014
Project – Public Services-Taft Neighborhood Rental
Project Description – Persons in the Taft Area have the benefit of CDBG monies to fund rental and utilities for working space for a non-profit group to provide neighborhood services for the purpose of providing a suitable living environment.
Project Funding - \$10,000.00
Project – Public Services-Taft Neighborhood Programs
Project Description – Persons in the Taft Area have the benefit of CDBG monies to provide neighborhood programs by a non-profit group for the purpose of providing a suitable living environment.

Project Funding - \$5,500.00

Section 8: Independent Contractor.

- A. CTW shall perform the services as an independent contractor, and neither the Center nor any of its employees or contractors shall be considered an employee of the City at any time during the term of this Agreement.
- B. Equal Opportunity Employment. CTW shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- C. Volunteer Background Screening. CTW shall insure that any person volunteering in an unsupervised position will be required to undergo a Michigan State Police criminal record check as well as the Sex Offender Registry checks.

Section 9: Indemnification

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

Section 10: Insurance.

CTW shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance:

- A. Liability Insurance in an amount acceptable to the City.
- B. Renters Insurance. CTW shall maintain renters insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
- C. Worker's Compensation Insurance, if necessary, as required by the State of Michigan in an amount acceptable to the City. Such determination shall be responsibility of CTW.

Section 11: Contract Modifications

The City, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which CTW is required to perform pursuant to Sections 3 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and CTW, and incorporated into written amendments to this Contract after approval by the City.

Section 12: Contractor's Failure of Performance

The failure of CTW to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.

In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify CTW and allow CTW ten (10) days to cure any such failure to perform work or services in a timely manner.

In the event CTW fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation.

In the event this Contract is terminated:

1. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by CTW with City funds pursuant to the Contract, shall become the property of the City; and
2. CTW shall receive just and equitable compensation for any work which CTW satisfactorily completed pursuant to this Contract, subject to subsection (3) (b) below.
3. It is agreed that nothing contained herein shall:
 - a. Deprive the City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants,

agreements, and stipulations of this Contract, which it may respectively assert against CTW upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or

- b. Relieve CTW of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by CTW; and if it sustains such damages, the City may withhold as a set off any payments due CTW, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

Section 13: Audits and Inspections

At any time during normal business hours, and as often as the City may deem necessary to ensure proper accounting for all project funds, CTW shall:

- A. Make available to the City all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract.
- B. Permit the City to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract.
- C. Allow the City to review such documents that are considered as backup to the operation of CTW, regardless of funding source.
- D. Within one hundred eighty (180) days after the end of its fiscal year, CTW shall provide to the City an audit meeting the requirements of OMB Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations."
- E. The Contractor is required to compare the amounts reported on their audited financial statements to the City's records to ensure accuracy in reporting the correct amounts of expended federal awards.

Section 14: Conflict of Interest

- A. CTW covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions (Section 3) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- B. CTW shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated

by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Section 15: Lobbying and Political Activities

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

Section 16: Equal Employment Opportunity

During the performance of this Agreement, CTW agrees as follows:

- A. CTW will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CTW will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CTW agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- B. CTW will, in all solicitations or advertisements for employees placed by or on behalf of CTW, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. CTW will send to each labor union or representative or workers with which CTW has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of CTW's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CTW will comply with all the provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- E. CTW will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CTW's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CTW may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CTW will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CTW will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event CTW becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, CTW may request the United States to enter into such litigation to protect the interests of the United States."
- H. In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

Section 17: Severability of Provisions

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the

remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

Section 18: Waiver

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

Section 19: Disclosure of Confidential Material

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

Section 20: City Department or Office

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

Section 21: Federal Uniform Administrative Requirements

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

OMB Circular A-122, "Cost Principles for Non-Profit Organizations".

OMB Circular A-110 (Attachments A, B, C, F, H, N and O), "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".

OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions".

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

environmental review process.

Subpart J of 24CFR570.504(c), HUD Program Income Requirements.

Subpart J of 24CFR570.502(a)(7), Reversion of Assets.

Section 22: Reversion of Assets

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

Section 23: Donations and Fees

Donations and fees which are received by the Contractor in connection with provision of items funded with this Contract shall be included in its monthly financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees. For example, if CTW receives additional donations to off set utilities of the specific CDBG funded property, such shall be reported.

Section 24: Notices.

All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by regular mail addressed to the party or its address set forth above.

Section 25: Successors and Assigns.

CTW shall not assign or otherwise transfer this Agreement without the written consent of the City. The Agreement shall be binding on any successor or assignee.

The City of Wyoming

Dated: _____

By _____
Jack A. Poll, Mayor

Dated: _____

By _____
Heidi A. Isakson, City Clerk

Compassion This Way

Dated: _____

By _____
Herbert Start, President

Dated: _____

By _____
Brian Patterson, Executive Director

Approved as to form:



Jack R. Sluiter, City Attorney

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH THE FAIR HOUSING CENTER OF WEST MICHIGAN FOR
FISCAL YEAR 2013-2014

WHEREAS:

1. The City wishes to promote and ensure that fair housing is available throughout the City.
2. The Fair Housing Center wishes to provide technical assistance to the City in responding to questions regarding housing discrimination from residents of the City or persons wishing to reside in the City.
3. The Wyoming Community Development Committee and the Wyoming City Council has approved the 2013-2014 budget, which includes this service.
4. The Fair Housing Center will conduct housing testing to obtain evidence of familial discriminatory practices and initiate appropriate enforcement action where such evidence exists.
5. The Fair Housing Center will disseminate fair housing information to housing consumers as an educational activity and will conduct a half day Fair Housing Rental and Real Estate Transactions Training Session in the City.
6. Funds shall be available in Account No. 256-400-17514-957.035.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Fair Housing Activities Agreement with the Fair Housing Center of West Michigan.

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 July 1, 2013.

Heidi A. Isakson, Wyoming City Clerk

Attachment: Fair Housing Activities Agreement

Resolution No. _____

STAFF REPORT

Date: June 20, 2013

Subject: Fair Housing Center – CDBG Funding 2013-2014

From: Rebecca Rynbrandt, Director of Community Services

Cc: Nancy Haynes, Fair Housing Center of West Michigan

Meeting Date: July 1, 2013

RECOMMENDATION:

As recommended by the citizen appointed Community Development Commission and affirmed during the FY 2013-14 budget review and acceptance process of the City Council, the budget of which included a grant award to the Fair Housing Center of West Michigan (Fair Housing Center) through the Community Development Block Grant restricted funds, it is recommended the City Council now therefore enter into the attached contract with Fair Housing Center.

SUSTAINABILITY CRITERIA:

Environmental Quality – Funding shall work to ensure a variety of housing options are available throughout the community to citizens and potential citizens regardless of race, disability, familial status and any other protected class.

Social Equity – Funding shall work to eliminate discriminatory practices related to housing within the City of Wyoming.

Economic Strength – By ensuring non-discriminatory housing practices within the City of Wyoming, shelter may be obtained by all persons. Full occupancy of rental properties shall assist in the maintenance of property and commercial values. By being able to obtain housing pursuant to their income without limits related to discrimination, citizens shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. and/or enjoy housing based upon their personal preferences.

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2013 through June 30, 2014 on Monday, April 1, 2013. Included within the plan is to provide support for specific efforts to ensure housing and to address discriminatory practices related to housing within Wyoming. To this end, we are proposing a renewal of our agreement with area non-profit Fair Housing Center of Western Michigan, Inc.

This year's agreement includes 15 Fair Housing Tests, specifically targeted to address discrimination concerns related to familial status. Such evaluation tests are required by HUD regulations pertaining to entitlement communities such as the City of Wyoming.

The City of Wyoming has maintained a long standing relationship with the Fair Housing Center as no other contractor in this area provides similar services. To this end, no bids were solicited.

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$15,000.00. Sufficient funds are available in the activity account #256-400-17514-957.035.

**FAIR HOUSING ACTIVITIES AGREEMENT
FOR THE CITY OF WYOMING, MICHIGAN FOR 2013-2014**

This Agreement is made between the **CITY OF WYOMING**, a Michigan municipal corporation, with its principal offices located at 1155 - 28th Street, S.W., Wyoming, Michigan (the "City"), and the **FAIR HOUSING CENTER OF WEST MICHIGAN**, a Michigan non-profit corporation, located at 20 Hall Street SE, Michigan 49507 (the "Center").

Preliminary Statement

The City wishes to promote and ensure that fair housing is available throughout the City. The Center was formed for the express purpose of promoting fair housing throughout the Grand Rapids metropolitan area and wishes to assist the City in promoting fair housing as defined by Title VIII of the Civil Rights Act of 1968, as amended, the Elliott-Larsen Civil Rights Act of the State of Michigan, as amended, the Michigan Handicapper Civil Rights Act, as amended, and the City of Wyoming Fair Housing Ordinance. This Agreement is entered into to provide the terms and conditions under which the Center will assist the City in promoting fair housing.

Agreement

In consideration of the facts stated above and the mutual promises set forth in this Agreement, the City and the Center agree as follows:

1. Term. The activities described in this Agreement are to begin on July 1, 2013, and are to be completed no later than June 30, 2014. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.
2. Termination. This Agreement shall automatically terminate as of June 30, 2014, unless renewed for successive one (1) year terms by written agreement of both parties. The City and the Center shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party. In the event of early termination, the amount of payment to the Center shall be pro-rated according to the schedule set forth in Paragraph 4.
3. Services:
 - A. Complaint Assistance/Investigation. The Center shall provide technical assistance in response to any and all questions regarding housing discrimination within the City which the Center may receive, from any source, during the term of this Agreement. The Center shall receive, review, investigate and process all complaints of housing discrimination from residents of the City or persons wishing to reside in the City which the Center may receive from any source during the term of this Agreement. The Center shall provide referral information and materials to City staff in order to facilitate reception of questions related to

fair housing and complaints of housing discrimination within the City. If on the date this Agreement terminates the Center has not completed processing one or more complaints, the Center shall complete its regular processing of those complaints at no extra charge.

- B. Housing Testing. The Center will conduct housing testing in the City on the basis of complaints from bona fide home seekers, of illegal discrimination received from sources other than complainants, or on a survey basis as dictated by local advertising and/or availability. The Center shall conduct a minimum of fifteen (15) such housing tests during the term of this Agreement. Except where the variable to be tested is determined by a related, bona fide complaint, all housing tests shall be designed to detect discrimination on the basis of familial status (families with children). All housing testing, including complaint-based testing, will be conducted by trained testers according to generally-accepted housing testing methodology in order to obtain evidence of discriminatory patterns and/or practices. In the absence of an individual complaint, the Center will initiate enforcement action on behalf of the City in those cases where evidence of discrimination exists.
- C. Outreach and Education. The Center will conduct a community outreach program to educate housing consumers, professionals and the general public concerning fair housing. As part of a comprehensive, regional program, the Center will disseminate fair housing information to housing consumers, and housing/human service agencies in order to educate them about housing rights, and to increase awareness and reporting of discriminatory practices. The Center will also provide fair housing information to sales, rental, and lending professionals in order to encourage their voluntary compliance with federal, state and local fair housing laws. The Center will conduct one 3-hour Fair Housing training session at an accessible Wyoming location, designed to increase voluntary compliance with fair housing laws throughout the Wyoming housing industry including both the real estate and rental industry. The Center will continue to disseminate materials on a community-wide basis in order to promote understanding of fair housing and the benefits thereof, and to increase general public awareness regarding equal access to housing opportunity.

Outreach materials will include (but will not be limited to) organizational newsletters, Publisher's Notices in publications accepting housing advertising, and video, audio and print public service announcements (PSA) designed by the National Fair Housing Alliance (NFHA) with the support of the Department of Housing & Urban Development (HUD) to promote the identification and reporting of housing discrimination.

All Wyoming outreach and educational activities accomplished shall be documented in the mid and final reports.

4. Payment. In consideration for the services, the City shall pay the Center a total of Fifteen Thousand Dollars (\$15,000.00) as follows:
- A. Five Thousand Dollars (\$5,000.00) upon execution of the Agreement, with remittance no early than July 1, 2013,
 - B. Five Thousand Dollars (\$5,000.00) upon submission of a mid-performance report by the Center to the City to be submitted no earlier than January 1, 2014, and no later than February 1, 2014; and
 - C. Five Thousand Dollars (\$5,000.00) upon completion of the Center's obligations under this Agreement.

If this Agreement is terminated before June 30, 2014, the payment owed to the Center shall be pro-rated based on the number of days the Agreement was in effect.

5. Reports. Upon execution of this Agreement, the Center shall provide the City with a copy of its most recent audit report. In addition, all records and documents maintained by the Center in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager. The Center shall provide the City with a mid-period report, and a comprehensive final report of the Center's activities in connection with this Agreement upon completion of the services.
6. Community Development Program Reports. The Contractor shall maintain case files on each household served which include name, address, and target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July 31, 2014:
- A. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
 - B. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

In addition, the Contractor agrees to submit special reports when

requested.

7. Catalog of Federal Domestic Assistance (CDFA). The City, as a pass-through entity for Federal awards, is providing the following CDFA information to the Contractor as a CDBG Sub-recipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:
 - CDFA Program Title – Community Development Block Grants/Entitlement Grants
 - CDFA Number – 14.218
 - Agency Office – Department of Housing & Urban Development/Office of Community Planning & Development
 - Type of Assistance – A-Formula Grants
 - Award Year – 2013/2014
 - Project – Fair Housing Services
 - Project Description – All Wyoming residents have access to fair housing testing and complaint follow up services for the purpose of providing a suitable living environment.
 - Project Funding - \$15,000.00
8. Independent Contractor. The Center shall perform the services as an independent contractor, and neither the Center nor any of its employees shall be considered an employee of the City at any time during the term of this Agreement.
9. Indemnification. The Center agrees to hold the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses, including but not limited to actual attorney fees, or on account of any or all suits for damages sustained by any persons or property resulting in whole or in part from the performance or omission of any officer, employee, agent, or representative of the Center.
10. Insurance. The Center shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance:
 - A. Workman's Compensation with the limits of not less than \$500,000;
 - B. Contractor's Public Liability, naming the City as an additional insured, with limits of not less than \$1,000,000 to protect the successful bidder and the City against claims for the injury or death of one or more persons and \$1,000,000 to protect the successful bidder and the City against claims for injury to or destruction of property; and
 - C. Comprehensive Automobile Liability, naming the City as an additional insured, with limits of not less than \$1,000,000.

A certificate evidencing the above coverages, with a 30-day cancellation clause shall be filed with the City Clerk's office upon execution of this Agreement.

11. Compliance with Laws. The Center shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 stat. 394, which states that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Further, the Center shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement. The Center shall keep all records as may be required by applicable law, including but not limited to HUD CDBG program requirements.
12. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Contractor shall:
 - A. Make available to the City all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract.
 - B. Permit the City to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract.
 - C. Allow the City to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source.
 - D. Within one hundred eighty (180) days after the end of its fiscal year, the Contractor shall provide to the City an audit meeting the requirements of OMB Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations."
 - E. The Contractor is required to compare the amounts reported on their audited financial statements to the City's records to ensure accuracy in reporting the correct amounts of expended federal awards.
13. Equal Employment Opportunity. During the performance of this Agreement, the Center agrees as follows:

- A. The Center will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Center will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Center agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- B. The Center will, in all solicitations or advertisements for employees placed by or on behalf of the Center, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Center will send to each labor union or representative or workers with which The Center has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Center's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Center will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Center will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Center's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Center may be declared ineligible for further government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Center will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Center will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event the Center becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, the Center may request the United States to enter into such litigation to protect the interests of the United States."
- H. In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
14. Assignment. This Agreement shall not be assignable by either party without the written consent of the other party to this Agreement.
15. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by certified mail, postage prepaid, addressed to the party or its address set forth above.
16. Federal Uniform Administrative Requirements.

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

OMB Circular A-122, "Cost Principals for Non-Profit Organizations".

OMB Circular A-110 (Attachments A, B, C, F, H, N and O), "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".

OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions".

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

Subpart J of 24CFR570.504(c), HUD Program Income Requirements.

Subpart J of 24CFR570.502(a)(7), Reversion of Assets.

The City of Wyoming

Dated: _____

By _____
Jack A. Poll, Mayor

Dated: _____

By _____
Heidi A. Isakson, City Clerk

Fair Housing Center of West Michigan

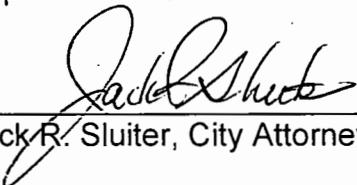
Dated: _____

By _____
Doretha Ardoin, President

Dated: _____

By _____
Nancy L. Haynes, Executive Director

Approved as to form:



Jack R. Sluiter, City Attorney

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CHANGE ORDER FOR THE
WATER TREATMENT PLANT DESIGN BUILD PROJECT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE THE CHANGE ORDER

WHEREAS:

1. On March 18, 2013, the Wyoming City Council authorized a change order for the design build project by Erhardt Construction for the renovation of the north clarifier to a maintenance facility.
2. As detailed in the attached Staff Report from the Water Treatment Plant Superintendent, five additional items were added to the scope of the project in the total cost of \$5,321.33.
3. Sufficient funds are available in the Drinking Water account number 591-591-57300-977.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Change Order for the design build services in the total amount of \$5,321.33.
2. The Wyoming City Council does hereby authorize the Mayor and City Clerk to execute the Change Order.

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 July 1, 2013.

ATTACHMENTS:
Staff Report
Change Order

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 19, 2013

Subject: Change Request and Final Payment for the Water Plant Maintenance Garage

From: Gerald Caron, Superintendent

Meeting Date: July 1, 2013

Recommendation:

It is recommended that the City Council authorize the changes to the scope of work to Erhardt Construction for the water plant maintenance garage project and approve final payment. The additional cost for the requested changes is \$5,321.33 for a total cost of \$710,013.10.

Sustainability Criteria:

Environmental Quality – The changes proposed to the scope of work ensures that the facility will be used efficiently.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social economic status. All residents enjoy access to services provided by our water and waste water utilities.

Economic Strength – By addressing these changes early in the project we ensure that we build the facility with the least disruption and minimize additional costs.

Discussion:

On January 21, 2013, the City Council of the City of Wyoming authorized the design build project by Erhardt Construction for the renovation of the north clarifier to a maintenance facility. A change in scope of services was approved on March 18, 2013. Five additional items were added to the scope of the project as outlined on the attached change order. The cost for these items is \$5,321.33, bringing the project final cost to \$710,013.10.

In conclusion, I am recommending final payment to Erhardt Construction for a total of \$710,013.00. Adequate funds are available in account 591-591-57300-977.000 for this final payment.

cc: B. Dooley



6/3/2013

1

**Wyoming WTP Truck Garage
Job No. 3533**

POTENTIAL CHANGE ORDER SUMMARY

Updated: 5/31/13

| Document: Owner Approved Extras with Potential Cost Changes | | | | |
|--|---|--------------------------------|---------------|--------------------|
| Item No. | Description | Contractor | Change | Total |
| ITEM 1: Powder Coating of OH Coiling Doors: | | | | |
| | Powder coat exterior sides of both OH coiling doors, Brown. Both interior sides of the doors will be standard Tan. *Taken out of contingency* | Erhardt Construction | \$ 3,909.00 | |
| | | | | <u>N/C</u> |
| ITEM 2: Double Check Valve Assembly for FP Service: | | | | |
| | Add double check valve assembly to new 6" Fire Protection Service Line entering the new Vehicle Garage. Cost of control valve and single check valve in original proposal credited back to Owner. | Van Wall Fire Protection | \$ 850.00 | |
| | | | | <u>\$ 850.00</u> |
| ITEM 3: Concrete Floor Sealer: | | | | |
| | Apply L&M Seal Hard concrete floor sealer to entire surface of new concrete slab on grade in the Vehicle Garage. | Burgess Concrete | \$ 3,300.00 | |
| | | | | <u>\$ 3,300.00</u> |
| ITEM 4: Door Prep for Electronic Access: | | | | |
| | Provide a prepped frame for an electronic strike (provided by Parkway). | SA Morman | | |
| | | | | <u>\$ 167.00</u> |
| ITEM 5: Splash Pad: | | | | |
| | Grade and install a 36" wide concrete splash pad to capture the storm water from the roof downspouts and divert to drive. | Burgess Concrete | \$ 860.00 | |
| | | | | <u>\$ 860.00</u> |
| | | Subcontractors Total | | \$ 860.00 |
| | | Erhardt Overhead & Fee | | \$ 129.00 |
| | | SUBTOTAL | | \$ 989.00 |
| | | Bonds & Insurance on CO @1.55% | | \$ 15.33 |
| | | TOTAL | | \$ 1,004.33 |
| TOTAL FOR OWNER POTENTIAL EXTRAS: | | | | \$ 5,321.33 |

CONTRACT REVISION SUMMARY:

| | |
|---|-------------------|
| Original Contract Sum: | 686,100 |
| Contract Revision No.1- Owner Requested Items | 18,591.77 |
| Contract Revision No.2- Owner Requested Items | 5,321.33 |
| TOTAL CONTRACT CHANGES TO DATE: | 23,913.10 |
| CONTRACT SUM TO DATE: | 710,013.10 |



6060 Fulton St E
 Ada, MI 49301
 Ph : (616)676-1222

Change Order

Project:
 3533 Wyoming WTP DB Truck Garage
 16700 New Holland
 Holland, MI 49424

Change Order: 2
Date: 6/7/2013

To Contractor:
 Erhardt Construction
 6060 Fulton St E
 Ada, MI 49301

The Contract is changed as follows:
 Change Order No.2- Owner Approved Extras 5.31.13
 7 Owner Approved Extras- 5/31/13

\$5,321.33

| | |
|--|--------------|
| The original Contract Amount was | \$686,100.00 |
| Net change by previously authorized Change Orders | \$18,591.77 |
| The Contract Amount prior to this Change Order was | \$704,691.77 |
| The Contract will be increased by this Change Order in the amount of | \$5,321.33 |
| The new Contract Amount including this Change Order will be | \$710,013.10 |

The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Fishbeck Thompson Carr & Huber
 ARCHITECT
 1515 Arboretum Dr SE
 Grand Rapids, MI 49546

Erhardt Construction
 CONTRACTOR
 6060 Fulton St E
 Ada, MI 49301

City of Wyoming WTP
 OWNER
 16700 New Holland Street
 Holland, MI 49424

| | | |
|-------------|---|-------------|
| |  | |
| (Signature) | (Signature) | (Signature) |
| | Marc Felt | |
| By | By | By |
| | 6.7.13 | |
| Date | Date | Date |

RESOLUTION NO. _____

RESOLUTION TO ACCEPT PROPOSALS FOR LEGAL ADVERTISING
AND TO DESIGNATE THE CITY OF WYOMING'S
OFFICIAL NEWSPAPERS OF RECORD

WHEREAS:

1. Proposals were received for legal advertising for the 2013-2014 fiscal year.
2. It is recommended the City Council accept the proposal received from the Advance Newspapers in the amounts listed below:

| | |
|----------------------|----------------------------------|
| Southwest Advance | \$6.05 per column inch |
| Grand Valley Advance | \$6.05 per column inch |
| Affidavit Fee | \$10.00 (effective October 2013) |

3. It is also recommended the City Council accept the proposal received from the Mlive Media Group for publishing certain legal notices to comply with time in the amounts listed below:

| | |
|---------------|-------------------------|
| Daily | \$21.00 per column inch |
| Saturday | \$22.40 per column inch |
| Sunday | \$28.60 per column inch |
| Affidavit Fee | \$10.00 |

4. The attached budget amendment is necessary to provide funds for increased rates and affidavits of publication.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposals from the Advance Newspapers and Mlive Media Group.
2. The City Council does hereby designate both the Advance Newspapers and the Mlive Media Group as the City's Official Newspapers of Record for the 2013-2014 fiscal year.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 1, 2013.

ATTACHMENTS:
Proposals

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: June 25, 2013
Subject: Legal Publishing
From: Heidi A. Isakson, City Clerk
Meeting Date: July 1, 2013 Council Meeting

Recommendation:

It is recommended that the City Council adopt a resolution naming the Grand Rapids Press and The Advance Newspapers as the official newspapers of the City, and adopt a budget amendment to increase funding for legal publishing.

Sustainability Criteria:

Environmental Quality – For the past several years, legal publishing requests submitted to the Clerk’s Office and forwarded to the newspapers have been in electronic form, reducing paper consumption.

Social Equity – The Advance Newspapers (Grand Valley and Southwest editions) are distributed free of charge to a majority of households in the City of Wyoming. The Grand Rapids Press is used only when time requirements come into play; it is estimated that one-quarter of households in Wyoming are paid subscribers.

Economic Strength – The rates for legal publishing as quoted by The Advance Newspapers are approximately one-third the “open rate” for display advertising. The rates quoted have increased approximately 9.6% from last year. We will continue to evaluate the requirements for publishing and the length of content in an effort to save money.

Discussion:

Each fiscal year, we request bids from the Grand Rapids Press and The Advance Newspapers for legal publishing services. The bids received are detailed in the staff report from Purchasing. Notable this year, however is a 9.6% increase in the rate for legal publishing, and a new \$10 charge for affidavits of publication. Affidavits of publication are evidence that required legal publishing has been done, and were previously provided without charge

We will continue to examine the requirements for publishing and the content necessary to comply, in order to keep costs contained, and will re-evaluate our procedures for obtaining affidavits of publication only where absolutely necessary.

Budget Impact:

Based on prior-year averages, it is estimated that the 9.6% per-column-inch rate increase will result in approximately \$3,500 more in legal publishing costs, and the \$10 charge for affidavits of publication will result in \$2,000 in additional expense. A budget amendment for \$5,500 from fund balance is requested.



2141 Port Sheldon St., Jenison, MI 49428 • Phone (616)669-2700

June 13, 2013

Heidi A. Isakson
Wyoming City Clerk
1155 28th Street SW
PO Box 905
Wyoming, MI 49509-0905

Dear Heidi:

Thank you for continuing to allow the Advance Newspapers to publish your legal advertising.

Our legal rates are based on an annual contract.

Please accept the attached bid for the “legal advertising” for City of Wyoming for the period of July 1, 2013 thru June 30, 2014.

Please note: we offer a discounted rate for electronically submitted legals. If you choose to submit your legal advertisements electronically, it will need to be sent as a Microsoft Word Document. Each legal will need to be sent separately attached with a cover sheet. If you choose to electronically submit each legal, you will receive a reply as confirmation the legal advertisement has been received.

Effective October 2013, there will be a charge of \$10.00 per affidavit per edition. Electronic tearsheets are available at no charge, please contact our legal advertising department for information. Paper tearsheets will be \$7.00 each per edition, effective October 2013.

We look forward to working with you, and please feel free to call with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joel Holland', written over a large, stylized blue scribble.

Joel C. Holland
Publisher

attachments



CITY OF WYOMING
LEGAL ADVERTISING PROPOSAL
For The Period July 1, 2013 thru June 30, 2014

NEWSPAPERS: Southwest Advance
Grand Valley Advance

CIRCULATION: 25,015 Southwest Advance
37,667 Grand Valley Advance
62,682 Total Circulation Both Papers

DISTRIBUTION DATE: Every Saturday

OPEN RATE COST PER UNIT: \$17.60 Southwest Advance
\$20.63 Grand Valley Advance

City of Wyoming Annual Legal Rate Contract:

COST TO SEND ELECTRONICALLY: \$6.05* per Column Unit Southwest Advance
 **\$6.05* per Column Unit Grand Valley Advance**
\$12.10* Total per Column Unit Both Papers

**Effective October 2013, there will be a charge of \$10.00 per affidavit per edition.
Electronic tearsheets are available at no charge, please contact our legal advertising
department for information. Paper tearsheets will be \$7.00 each per edition,
effective October 2013.**

Legal Advertising Contract SPECS: - Type Style = NimbusSanD Font
- 6pt. type with 9 to 10pt. leading
- 14pt. header

***HARDCOPY SUBMISSION RESULTS IN A 20% UPCHARGE**

Additional information:

The Southwest Advance or the Grand Valley Advance can be contracted at a "Legal" rate individually:

The following additional information is supplied:

-As per the specifications and the delivery area; per the map enclosed, the following is submitted.

-There are 13 homes on the east side of Madison from Maplawn south to 44th Street that receive the Southeast Advance. *

-There is less than 100 homes in zip 49507 in the City of Wyoming that do not receive the Southwest Advance – boundaries of this area are north 28th, south of Alger, east of 131, and west of Division. *

-There are approximately 950 homes in the Wyoming “Panhandle” that receive the Grand Valley Advance. **

-There are approximately 1,675 homes in the Wyoming Lee area of Wyoming. ***

A) *The homes in these areas would require a copy of the Southwest Advance mailed without inserts at a cost of approximately \$180.00/ Mailing.

B) **The homes in the Wyoming Panhandle would require publication in the Grand Valley Advance, or require a copy of the Southwest Advance mailed without inserts, at a cost of approximately \$1,635.00/Mailing.

C) ***The homes in this area would require a copy of the Southwest Advance mailed without inserts at a cost of approximately \$2,881.00

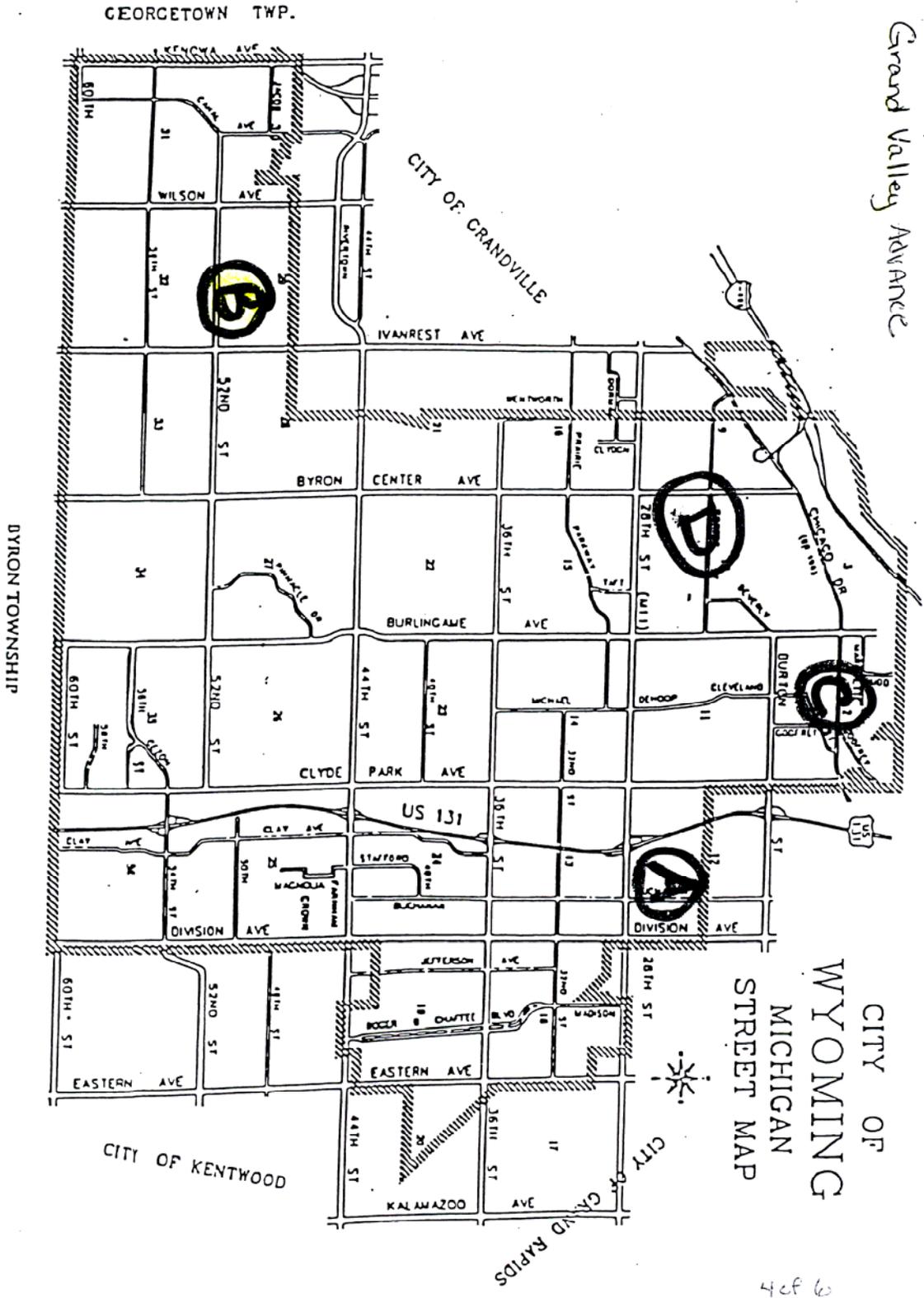
D) ****The homes in this area (approx 3,675) would require a copy of the Southwest Advance without inserts mailed at a cost of approximately \$6321.00 per week.

DISPLAY ADVERTISING

Regular Display Advertising will be billed at the normal display rate per the current rate card.

Note: Send legal advertisements to: retailsales@advancenewspapers.com
Call for questions regarding electronically submitting legal advertisements.
A cover sheet to use for electronic submission will be supplied.
Circulation is per February 2012 published rate card.
Call for “legal” advertising deadlines
See attached sample of a 1 column legal and a 2 column legal
Distribution map attached

= South West Advance
= Grand Valley Advance



CITY OF COOPERSVILLE PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE, that the City of Coopersville will hold a public hearing to consider the submission of an Economic Development Infrastructure Grant application in the amount of \$2,465,000 under the 2009 Michigan CDBG Program to improve the municipal wastewater treatment system for the proposed new construction of the Continental Dairy/CS Facilities milk processing plant.

The public hearing will be held at **7:00 P.M. or later on MONDAY, SEPTEMBER 28, 2009**, at City Hall located at 289 Danforth Street, Coopersville, Michigan 49404.

The City of Coopersville will also seek to identify community development and housing needs, including the needs of low and moderate income persons and to identify activities to be undertaken to meet those needs at said public hearing.

All information regarding this project is on file in the City Manager's Office. Specific questions can be directed to Steven Patrick at 616-997-9731. All interested persons are invited to examine the application, submit comments and/or attend said public hearing on the application and community development and housing needs and activities. The City's office hours are Mondays - Fridays from 8 A.M. to 5 P.M.

Stephanie Polkey, City Clerk

A135632

(9-15-09)

**2 columns x 4 units
2.92" x 2.58"**

**Header:
NimbusSanDBol
14 pt.**

**Sub-Header:
NimbusSanDBol
10 pt.**

**Body Copy:
NimbusSanDReg
6 pt.**

Effective: October 2009



ALPINE TOWNSHIP SYNOPSIS OF REGULAR MEETING

The Alpine Township Board of Trustees held a regular meeting on Monday, February 16, 2009 at 7:30 p.m. in the Township Hall, 5255 Alpine Avenue NW, Comstock Park, MI 49321. Present were Supervisor Arends, Treasurer Townsend, Clerk Wahlfield, and Trustees Cordes, May, Schweitzer, and Wallace.

The meeting was called to order followed by the Pledge of Allegiance. The Consent Agenda was approved which consisted of the Regular Meeting Minutes of January 19, 2009, Consideration of Vouchers, Receipt of 2008 Year End Report from the Historical Commission, Approval of a Firefighter Resignation, and Receipt of Correspondence.

Public comment was received on the timely publication of the Harvester newsletter.

Commission Reports were received.

PENDING AND NEW BUSINESS

The first reading of the Wind Energy System Ordinance No. 09-01 was held and the final reading will take place at the March meeting.

The Board approved the use of two additional bank depositories.

The Fire Department request to pursue the purchase two items was approved by the Board.

Also reviewed and approved were several sections of updated Fire Department Standard Operating Guidelines (SOG'S).

The Township Engineers proposal to conduct a conceptual design study of the Township Hall property and adjacent property was approved.

A new appointment to the Historical Commission was approved by the Board.

SUPERVISOR'S REPORT AND BOARD COMMENTS

The Supervisor provided information on the Crime Free Multi Housing Program and noted that work will begin on the Township Budget.

Board members discussed the Property Maintenance Code, the K.C. Sheriff Incident Report for 2008, sidewalks, the Township Engineers, and the recent MTA Conference.

Public comment was received regarding the bus stop on Lamoreaux Drive and the lack of adequate water pressure in the Westgate subdivision.

The meeting was adjourned at 9:05 p.m. A complete copy of these Minutes is available at the office of the Clerk, 8:00 a.m. to 5:00 p.m. Monday through Friday.

Jean Wahlfield, CMC

Alpine Township Clerk

Persons with special needs, as defined in the Americans with Disabilities Act, should contact the Township Clerk or call the Michigan Relay Center TDD #1-800-649-3777.

Al29716

(2-24-09)

**2 columns x 8 units
2.92" x 5.26"**

**Header:
NimbusSanDBol
14 pt.**

**Sub-Header:
NimbusSanDBol
10 pt.**

**Body Copy:
NimbusSanDReg
6 pt.**

Effective: October 2009



MLive Media Group Grand Rapids Press
3102 Walker Ridge Drive NW
Walker MI 49544

June 14, 2013

Ms. Heidi A. Isakson
City of Wyoming
1155 28th Street SW
P.O. Box 905
Wyoming MI 49509-0905



Dear Ms. Isakson,

The Mlive Media Group proposal to the City of Wyoming for publishing of legal advertising for July 1, 2013 through June 30, 2014 is as follows:

| | |
|-------------------------------|-------------------------|
| Grand Rapids Press – Daily | \$21.00 per column inch |
| Grand Rapids Press – Saturday | \$22.40 per column inch |
| Grand Rapids Press – Sunday | \$28.60 per column inch |

There is a \$10.00 fee for affidavits. If the City of Wyoming requires two affidavits, there will be an \$20.00 affidavit fee on the legal advertising order.

For zoned advertising options, please contact Advance Newspapers.

Thank you for your continued business and have a great 2013.

Sincerely,

A handwritten signature in blue ink that reads 'Michelle Covington'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.
Michelle Covington
Classified Advertising Manager



**NOTICE OF A PUBLIC HEARING
ON PROPOSED 2013-14 BUDGET**

PLEASE TAKE NOTICE that on Monday, June 24, 2013 at 6:30 o'clock p.m., at the Administration Offices, Wyoming, Michigan, the Board of Education of Wyoming Area Schools, Kent County, will hold a public hearing to consider the District's proposed 2013-14 budget.

The Board may not adopt its proposed 2013-14 budget until after the public hearing. A copy of the proposed 2013-14 budget including the proposed property tax millage rate is available for public inspection during normal business hours at Wyoming Public Schools Administration office.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

This notice is given by order of the Board of Education.

Heidi Isakson

4636942-01



**CITY OF WYOMING
NOTICE OF PUBLIC HEARING**

The Wyoming Board of Zoning Appeals will hold a Public Hearing on June 20, 2011, in the Council Chambers at Wyoming City Hall, 1155 28TH St. S.W. to consider the following requests:

Application No. V110143

LOCATION: 116 Abbie St SE P.P. #41-18-19-152-042

Applicant requests a variance from City Zoning Code section 90.45(1) to allow a detached 24' x 28' accessory building to be located in the front yard of their property. Note: House is placed at the rear of a 80' x 133' lot. Accessory building proposed a minimum of 15' from side lot line and 30' setback from the front lot line.

Application No. V110144

LOCATION: 2335 Byron Center Ave SW P.P. #41-17-09-277-019

Applicant requests a Use Variance from City Zoning Code section 90.371 regulating B-2 General Business zone districts to allow an I-1 Light Industrial Use i.e. retail sales area with rear workshop for cutting of custom granite counter tops and product storage in rear exterior of the building.

Application No. V110146

LOCATION: 1437/1449/1515 28th St. S.W. P.P. #41-17-11-351-016, -017, -035 & -055

Applicant requests a variance from City Zoning Code requiring a minimum 25' wide landscaped greenbelt in front yards in commercial zone districts; to allow proposed parking/display area for used vehicle sales with a reduced landscaped greenbelt of 10' width.

This hearing is scheduled for 1:30 p.m. or as soon thereafter as the business of the Board will permit and will be held in the Council Chambers located on the main floor of City Hall. Communications received will be considered at the public hearing. Please forward written communications to City of Wyoming Zoning Board of Appeals, Attn: Building Inspections Department, P.O. 905, Wyoming, MI 49509. E-Mails can be sent to Bldg_Info@wyomingmi.gov

Canda Lamonaco, Secretary

4117414-01

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
OFFICE SUPPLIES, PAPER AND TONER

WHEREAS:

1. As detailed in the attached Staff Report, the City of Wyoming purchases office supplies, paper and toner as needed for use in City departments.
2. It is recommended that the City Council authorize the purchase of the office supplies, paper and toner using the State of Michigan (MiDEAL) and National Intergovernmental Purchasing Alliance (NIPA) and vendors awarded bids through the Kent County Reverse Auction System (KCRA).
3. Funds for the purchase of the office supplies, paper and toner are available in various departmental accounts and will be charged to the appropriate account at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the office supplies, paper and toner using the MiDEAL, NIPA and the KCRA through March 31, 2015.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 1, 2013.

ATTACHMENTS:
Staff Report
2013 Cost Analysis

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 17, 2013
Subject: Office Supplies, Paper and Toner
From: Kim Oostindie, Director of Human Resources
Meeting Date: July 1, 2013

Recommendation:

It is recommend that the City authorize the purchase of office supplies, paper and toner using the State of Michigan (MiDEAL) bid, National Intergovernmental Purchasing Alliance (NIPA) bid, and the Kent County Reverse Auction (KCRA) prices.

Sustainability Criteria:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Authorizing the purchase using the MiDEAL, NIPA contracts and the KCRA allows departments to purchase items as needed at the lowest possible prices and obtaining the greatest savings for the City of Wyoming.

Discussion:

In June 2013, the Purchasing Department conducted a cost study for office supplies, paper and toner comparing MiDEAL, NIPA and KCRA prices. All three offered lower prices on different items used by City departments. It was recommended the City Council authorize the purchase of office supplies, paper and toner to all using all three in order to obtain the best possible prices based on individual department needs.

The MiDEAL program is an extended purchasing program which allows local units of government to use the State of Michigan contracts at no charge. MiDEAL awarded the bid for office supplies, toner and paper to Office Max through March 31, 2015.

NIPA is a cooperative purchasing organization is a free program that allows educational institutions, government agencies and other non-profit entities to purchase at the NIPA contract prices. NIPA awarded the bid for office and educational consumables using the State of Florida bid to Office Depot through October 17, 2016.

Office Max and Office Depot's websites are set up with MiDEAL and the NIPA contract prices. This allows departments to easily compare prices to obtain the lowest possible prices at the time of purchase.

The KCRA is available for use by municipalities. This system works like a real-time online auction where the price is bid down by sellers who are competing to sell goods and services for progressively lower prices (think EBay in reverse). The City has obtained savings on toner and paper purchases through the KCRA.

Budget Impact:

Funds for the purchase of the office supplies, paper and toner are available in various departmental accounts and will be charged to the appropriate account at the time of purchase. It is estimated the City will spend approximately \$85,000 on office supplies, paper and toner combined over the next year.

Attachment: 2013 Cost Analysis

COST ANALYSIS FOR OFFICE SUPPLIES AND TONER – June 17, 2013

| | MFG # | UNIT | STATE OF MI CONTRACT (OFFICEMAX) | NIPA CONTRACT (OFFICE DEPOT) | NPP CONTRACT (STAPLES ADVANTAGE) | KENT COUNTY REVERSE AUCTION* |
|---|---------------|-------|----------------------------------|------------------------------|----------------------------------|------------------------------|
| Smead® Reinforced Manila File Folders, Letter, Box Of 100 | SMD2153L | BOX | \$35.54 | \$11.85 | \$24.29 | |
| Smead Manila Top Tab File Folders, Legal,1/3 Cut, 100/Box | 15334 | BOX | \$45.02 | \$15.01 | \$28.76 | |
| Boise® X-9™ Copy Paper, 20 Lb., 8 1/2 x11 -10 reams/case | P10X900-CTN | CTN | \$29.62 | \$70.69 | \$121.39 | \$28.00* |
| Store Brand Copy Paper 8.5 x 11 - 5 reams/case | | CTN | \$27.14 | \$37.61 | \$39.09 | |
| Sanford Uni-ball Onyx™ Pens, 0.7 mm, Blue 12/Pk | 60145 | DOZEN | \$11.17 | \$5.43 | \$6.01 | |
| Pilot EasyTouch Ballpoint Pens, 1.0 mm, Blue 12/Pk | PIL32221 | DOZEN | \$14.04 | \$5.30 | \$9.20 | |
| Sanford Uni-ball Signo 207™ Gel-Ink Pens, Blue 12/Pk | SAN33951 | DOZEN | \$20.41 | \$9.91 | \$17.83 | |
| Cardinal® Slant-D® Ring Binder, 5" Rings, White | | EACH | \$32.74 | \$14.87 | \$30.22 | |
| Cardinal® Round Ring Binder, Black, 2" | CRD11121 | EACH | \$13.31 | \$14.79 | \$12.49 | |
| Store Brand 1" View Binder | | EACH | \$7.94 | \$2.19 | \$6.98 | \$6.00* |
| Store Brand 2" View Binder | | EACH | \$3.72 | \$2.65 | \$6.98 | \$10.00* |
| Swingline® S.F.® 4® Premium Staples, 5,000/Bx | SWI35450 | BOX | \$3.09 | \$1.53 | \$2.10 | |
| Avery Yellow Highlighter | AVE23591 | DOZEN | \$9.24 | \$6.29 | \$7.19 | |
| Store Brand Staple Remover | | EACH | \$1.34 | \$0.63 | \$0.79 | |
| Store Brand Letter Opener - Razor Type | | EACH | \$0.27 | \$0.83 | \$1.22 | |
| Store Brand Jumbo Paper Clips 1,000 | | PACK | \$12.57 | \$4.98 | \$13.17 | |
| Binder Clips Assorted Pack of 30 | | PACK | \$6.01 | \$1.82 | \$3.79 | |
| Scotch® Transparent Tape, 3/4" x 900", Pkg 12 | 61212P | PACK | \$29.72 | \$14.43 | \$24.26 | |
| Avery Address Labels | AVE4150 | EACH | \$3.65 | \$4.96 | \$9.63 | |
| Avery White Easy Peel® Address Labels | AVE5160 | PACK | \$31.19 | \$15.15 | \$21.16 | |
| Avery Dividers, A-Z Tab, Multicolor | AVE11125 | PACK | \$5.30 | \$2.27 | \$4.73 | |
| Avery Index Maker® Label Dividers, 5-Tab, 25/Bx | AVE11446 | BOX | \$94.87 | \$40.66 | \$79.32 | |
| Bankers Box® Presto™, 10"H x 12"W x 15"D, Pkg 12 | 63601 | PACK | \$93.91 | \$45.61 | \$85.46 | |
| Store Brand Interdepartmental Envelopes - Pkg 100 | | PACK | \$17.02 | \$8.19 | \$9.53 | |
| 3 x 3 Pop Up Post It Notes - Yellow - 12 Pack | MMMR33012SSCY | PACK | \$17.68 | \$8.59 | \$16.18 | |
| Store Brand Legal Pad 8.5 x 14 - Pack of 12 | | PACK | \$53.26 | \$7.73 | \$21.63 | |
| HP Toner C4096A for HP LaserJet 2100 Series | C4096A | EACH | \$85.31 | \$115.60 | \$90.90 | \$128.28 |
| HP Inkjet - No. 96, 97 Combo Pack | C9353FN | PACK | \$64.97 | \$60.33 | \$66.38 | |
| HP Toner Cartridges Laserjet P3015 Series | CE255X | EACH | \$106.56 | \$204.63 | \$223.64 | \$217.82 |
| HP Toner Cartridge CF280A | CF280A | EACH | \$156.45 | \$178.99 | \$161.87 | |
| Verbatim DVD+R Recordable Discs, 120 Minute, 100/Pkg | VER95098 | PACK | \$34.99 | \$42.99 | \$45.99 | |
| HP Color LaserJet Print Cartridge - CP3525 Series | CE250X | EACH | \$117.46 | \$176.40 | \$194.73 | \$189.97 |
| HP Toner for HP LaserJet M2727nf mfp, P2015 Series | HEWQ7553A | EACH | \$65.00 | \$80.61 | \$70.51 | \$63.49 |
| HP Toner 504X (CE250X), High Yield, Black | CE252A | EACH | \$158.96 | \$238.71 | \$264.98 | \$221.09 |
| HP Toner Cartridge for HP LaserJet P4015 | CC364X | EACH | \$191.75 | \$275.93 | \$285.45 | \$267.44 |
| HP Laserjet CE505A Black Toner, Single Only | CE505A | EACH | \$68.00 | \$79.77 | \$83.63 | \$63.92 |
| HP Color LaserJet 4700 Magenta Toner | Q5953A | EACH | \$186.97 | \$253.19 | \$223.00 | \$220.50 |
| HP Toner Laserjet 2100 Series Black | HP4096A | EACH | \$85.31 | \$115.60 | \$90.90 | \$128.28 |
| HP Toner LaserJet 3500, Magenta | Q2673A | EACH | \$142.25 | \$132.09 | \$122.66 | \$142.25 |
| HP Color LaserJet 3500 Toner, Black | Q2670A | EACH | \$142.73 | \$132.24 | \$123.94 | \$114.39 |
| HP Color LaserJet 4700 , Toner, Magenta | Q5953A | EACH | \$186.97 | \$253.19 | \$223.70 | \$220.50 |
| HP Color LaserJet 4700, Toner, Black | Q5950A | EACH | \$131.49 | \$178.06 | \$156.46 | \$160.45 |
| HP 3600 Black Toner | Q6470A | EACH | \$97.87 | \$132.54 | \$117.89 | \$112.24 |

*Brand/Mfg. for items purchased through the KCRA varies depending on individual bids

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

| Item | Recommended Bidder | Cost |
|---------------|--------------------|-------------|
| Cargo Trailer | Grandville Trailer | \$ 8,293.76 |

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 July 1, 2013.

ATTACHMENT:
Staff Report

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: June 18, 2013

SUBJECT: Bid Award, Cargo Trailer

FROM: Ted Seil, Motor Pool Supervisor

Date of Meeting: July 1, 2013

RECOMMENDATION

It is recommended that the City Council award the bid for a cargo trailer to Grandville Trailer.

SUSTAINABILITY CRITERIA

Environmental Quality

Wyoming is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. In order to continue to protect the environment and the public, Wyoming needs to purchase a cargo trailer to move materials and equipment to various sites with a minimum number of vehicles. Reducing the number of vehicles reduces the impact of emissions on the environment and reduces fuel consumption.

Social Equity

The cargo trailer will allow Wyoming to provide the same high quality service to all residents without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the City's utility system.

Economic Strength

The use of the cargo trailer allows Wyoming's utility department to provide high quality utility repairs.

DISCUSSION

The utility department has utilized a cargo trailer for the last 19 years. The trailer is approximately 30-feet in length. Over time, the length of the trailer has become too large and needs to be replaced with a smaller trailer.

On April 30, 2013, the City Clerk received bids for a cargo trailer. Five bids were received. Twenty Four requests for bid were sent out.

The lowest bidder, Trailer Logic, is located in Belton, South Carolina and failed to comply with the bid specifications. Trailer Logic knowingly bid a flat roof as opposed to a round. Additionally being located in Belton, South Carolina, Trailer Logic creates logistical problems for service and parts which are not offset by the \$77 savings over Grandville Trailer. The second lowest bidder, Premier Custom Trailer, is located in Schoolcraft or approximately 60 miles from Wyoming. Grandville Trailer is located in Grandville. Grandville Trailer's bid was only \$60.76 higher than Premier Custom Trailer's bid. Due to Grandville Trailer's proximity to Wyoming, it is recommended that the bid be awarded to Grandville Trailer in order to save on future service and repair costs.

BUDGET IMPACT

Sufficient funds have been budgeted in the Capital Outlay Account 661-442-58500-985.000.

BID TABULATION

| Company | Bid Amount |
|------------------------|---|
| Trailer Logic | Did not meet Specifications - \$ 8,216.00 |
| Premier Custom Trailer | \$ 8,233.00 |
| Grandville Trailer | \$ 8,293.76 |
| Dan Randal Wells Cargo | \$ 8,462.50 |
| Dan Randal Wells Cargo | \$ 9,110.50 |