

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 21, 2013, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Elder Dean DeHoog, Newhall Christian Fellowship
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of October 7, 2013 and the work session of October 14, 2013
- 7) Approval of Agenda**
- 8) Public Hearings**
 - 7:01 p.m.** To Consider Approval of an Application for an Industrial Facilities Exemption Certificate for Wolverine Glass Products, Inc.
 - 7:02 p.m.** To Consider Approval of an Application for an Industrial Facilities Exemption Certificate for Reliance Finishing Co.
 - 7:03 p.m.** To Consider Approval of an Application for an Industrial Facilities Exemption Certificate for Zinger Sheet Metal Co.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - 1) Budget Amendment No. 20 – To Appropriately Classify Code Enforcement Activities for CDBG Support and Adjust CDBG Budget to Recognize Loss of Income from Code Enforcement Remediation Activities, as Required by HUD.
- 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) Of Appreciation to Kelly White for her Service as a Member of the Historical Commission for the City of Wyoming
 - b) To Authorize Members of the City Council to Attend the Grand Valley Metro Council Quarterly Breakfast
- 15) Resolutions**
 - c) To Approve the Application of Wolverine Glass Products, Inc. for an Industrial Facilities Exemption Certificate in the City of Wyoming for a New Facility and Authorizing the Mayor and City Clerk to Sign the IFT Agreement

- d) To Approve the Application of Reliance Finishing Co. for an Industrial Facilities Exemption Certificate in the City of Wyoming for a New Facility and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
- e) To Approve the Application of Zinger Sheet Metal for an Industrial Facilities Exemption Certificate in the City of Wyoming for a New Facility and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
- f) Requesting the Revocation of Industrial Facilities Exemption Certificate No. 2006-163 for Ace-Hi Displays, Inc.
- g) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union
- h) To Amend the Employment Contract Between the City of Wyoming and the Wyoming Administrative and Supervisory Employees Association
- i) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union
- j) To Waive Certain Requirements of the Code of the City of Wyoming for White Elephant, Inc. in Application for a Class C Liquor License

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

- k) To Approve the EMS Consortium Partnership Contract
- l) To Authorize the Mayor and City Clerk to Execute an Agreement with Black & Veatch for a State of Michigan Stormwater, Asset Management, and Wastewater (SAW) Grant Gap Analysis (Budget Amendment No. 22)
- m) To Authorize the Mayor and City Clerk to Approve and Adopt the City of Wyoming-City of Grandville Connection Agreement
- n) To Authorize the Mayor and City Clerk to Execute Change Order No. 1 to the 2013 Wyoming Resurfacing Program
- o) To Extend the Bid for Cul-De-Sac Snowplowing to Katerberg Verhage, Inc.
- p) To Authorize the Mayor and City Clerk to Execute an Amendment to the Agreement with All City Management Services (ACMS) for Crossing Guard Services
- q) To Authorize Kamminga & Roodvoets, Inc. to Repair a Joint on the 54-Inch Transmission Line (Budget Amendment No. 21)
- r) To Authorize the Purchase of Asphalt Pavement Preservation Equipment
- s) For Award of Bids
 - 1. Two Hook-Lift Systems
 - 2. Plow Assembly

17) Ordinances

- 17-13 To Repeal Article XV of Chapter 14 of the Code of the City of Wyoming (Tattoo Business License) (FIRST READING)
- 18-13 To Amend Section 2-305(1)(b) of the Code of the City of Wyoming (LINC Community Revitalization) (FIRST READING)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: October 21, 2013

Budget Amendment No. 020

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriately classify Code Enforcement activities for CDBG support. To adjust CDBG budget to recognize loss of income from Code Enforcement remediation activities. Changes required per HUD monitoring.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Building Inspection Fund</u>				
Federal Grant Revenue Grant Revenue 249-531.001	\$124,000		\$69,000	\$55,000
Fees Transfer to CDBG Program Income 249-641.256	(\$71,120)	\$71,120		\$0
Code Enforcement - Code Enforcement Other - Salaries 249-372-37210-706.000	\$107,000	\$23,260		\$130,260
Code Enforcement - Code Enforcement Other - Salaries - Temporary Salaries - Temporary 249-372-37210-707.000	\$2,000	\$1,000		\$3,000
Code Enforcement - Code Enforcement Other - Salaries - Overtime Salaries - Salaries 249-372-37210-708.000	\$2,800	\$560		\$3,360
Code Enforcement - Code Enforcement Other - F.I.C.A. 249-372-37210-715.000	\$8,760	\$2,020		\$10,780
Code Enforcement - Code Enforcement Other - Hospitalization Insurance 249-372-37210-716.000	\$24,340	\$7,060		\$31,400
Code Enforcement - Code Enforcement Other - Life Insurance 249-372-37210-717.000	\$150	\$30		\$180
Code Enforcement - Code Enforcement Other - Pension 249-372-37210-718.000	\$34,090	\$10,320		\$44,410
Code Enforcement - Code Enforcement Other - Workers Comp Insurance 249-372-37210-719.000	\$1,170		\$360	\$810
Code Enforcement - Code Enforcement Other - CIP and Longevity 249-372-37210-721.000	\$2,060	\$690		\$2,750
Code Enforcement - Code Enforcement Other - Office Supplies 249-372-37210-727.000	\$1,400	\$400		\$1,800
Code Enforcement - Code Enforcement Other - Uniforms 249-372-37210-744.000	\$400	\$100		\$500
Code Enforcement - Code Enforcement Other - Software Services 249-372-37210-806.000	\$540	\$130		\$670
Code Enforcement - Code Enforcement Other - Geographic & IT Information Services 249-372-37210-807.000	\$1,700	\$470		\$2,170
Code Enforcement - Code Enforcement Other - Communications Cellular Phones 249-372-37210-850.100	\$400	\$130		\$530
Code Enforcement - Code Enforcement Other - Insurance Liability 249-372-37210-910.000	\$1,800	\$390		\$2,190
Code Enforcement - Code Enforcement Other - Weed Cutting 249-372-37210-931.000	\$7,090	\$3,840		\$10,930
Code Enforcement - Code Enforcement Other - Property Maintenance 249-372-37210-932.000	\$6,000	\$4,380		\$10,380
Code Enforcement - Code Enforcement Other - Motor Pool Rental Equipment Rental 249-372-37210-947.100	\$4,700	\$1,470		\$6,170
Code Enforcement - Code Enforcement Other - Motor Pool Rental Equipment Maintenance 249-372-37210-947.200	\$3,000	\$200		\$3,200

CITY OF WYOMING BUDGET AMENDMENT

Date: October 21, 2013

Budget Amendment No. 020 - Continued

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Building Inspection Fund</u>				
Code Enforcement - Code Enforcement Other - Motor Pool Rental Equipment Fuel 249-372-37210-947.300	\$1,800	\$2,900		\$4,700
Code Enforcement - Code Enforcement Other - Housing Demolition 249-372-37210-964.000	\$20,000	\$10,000		\$30,000
Code Enforcement - Code Enforcement CDBG Eligible - Salaries 249-372-37200-706.000	\$55,260		\$23,260	\$32,000
Code Enforcement - Code Enforcement CDBG Eligible - Salaries - Temporary Salaries - Temporary 249-372-37200-707.000	\$1,800		\$1,000	\$800
Code Enforcement - Code Enforcement CDBG Eligible - Salaries - Overtime Salaries - Salaries 249-372-37200-708.000	\$860		\$560	\$300
Code Enforcement - Code Enforcement CDBG Eligible - F.I.C.A. 249-372-37200-715.000	\$4,530		\$2,020	\$2,510
Code Enforcement - Code Enforcement CDBG Eligible - Hospitalization Insurance 249-372-37200-716.000	\$12,160		\$7,060	\$5,100
Code Enforcement - Code Enforcement CDBG Eligible - Life Insurance 249-372-37200-717.000	\$80		\$30	\$50
Code Enforcement - Code Enforcement CDBG Eligible - Pension 249-372-37200-718.000	\$17,800		\$10,320	\$7,480
Code Enforcement - Code Enforcement CDBG Eligible - Workers Comp Insurance 249-372-37200-719.000	\$600	\$360		\$960
Code Enforcement - Code Enforcement CDBG Eligible - CIP and Longevity 249-372-37200-721.000	\$1,070		\$690	\$380
Code Enforcement - Code Enforcement CDBG Eligible - Office Supplies 249-372-37200-727.000	\$800		\$400	\$400
Code Enforcement - Code Enforcement CDBG Eligible - Uniforms 249-372-37200-744.000	\$200		\$100	\$100
Code Enforcement - Code Enforcement CDBG Eligible - Software Services 249-372-37200-806.000	\$270		\$130	\$140
Code Enforcement - Code Enforcement CDBG Eligible - Geographic & IT Information Services 249-372-37200-807.000	\$870		\$470	\$400
Code Enforcement - Code Enforcement CDBG Eligible - Communications Cellular Phones 249-372-37200-850.100	\$230		\$130	\$100
Code Enforcement - Code Enforcement CDBG Eligible - Insurance Liability 249-372-37200-910.000	\$940		\$390	\$550
Code Enforcement - Code Enforcement CDBG Eligible - Weed Cutting 249-372-37200-931.000	\$3,840		\$3,840	\$0
Code Enforcement - Code Enforcement CDBG Eligible - Property Maintenance 249-372-37200-932.000	\$4,380		\$4,380	\$0
Code Enforcement - Code Enforcement CDBG Eligible - Motor Pool Rental Equipment Rental 249-372-37200-947.100	\$2,600		\$1,470	\$1,130
Code Enforcement - Code Enforcement CDBG Eligible - Motor Pool Rental Equipment Maintenance 249-372-37200-947.200	\$300		\$200	\$100
Code Enforcement - Code Enforcement CDBG Eligible - Motor Pool Rental Equipment Fuel 249-372-37200-947.300	\$5,400		\$2,900	\$2,500
Code Enforcement - Code Enforcement CDBG Eligible - Housing Demolition 249-372-37200-964.000	\$10,000		\$10,000	\$0
Fund Balance/Working Capital (Fund 249)		\$ 2,120		

CITY OF WYOMING BUDGET AMENDMENT

Date: October 21, 2013

Budget Amendment No. 020 - Continued

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
Community Development Fund				
Fees Vacant Bldg Insp Services 256-641.020	\$71,120		\$71,120	\$0
Planning - CDBG Activities 2014 - Other Services Code Enforcement 256-400-69214-956.372	\$124,000		\$68,990	\$55,010
Planning - CDBG Activities 2014 - Other Services Demolition 256-400-69214-956.029	\$10,000		\$5,000	\$5,000
Fund Balance/Working Capital (Fund 256)		\$ 2,870		

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: _____ yeas, _____ nays

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

City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO KELLY WHITE FOR HER SERVICE
AS A MEMBER OF THE HISTORICAL COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Kelly White has served faithfully and effectively as a member of the Historical Commission since August 4, 2008.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Kelly White for her dedicated service as a member of the Historical 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 October 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
GRAND VALLEY METRO COUNCIL QUARTERLY BREAKFAST

WHEREAS:

1. The Grand Valley Metro Council Quarterly Breakfast will be held on November 4, 2013
2. It is the desire of the City Council that Wyoming be represented at the breakfast.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the Grand Valley Metro Council Quarterly Breakfast on November 4, 2013 and
2. That Councilmembers will submit their expense reports at the conclusion of the luncheon for approval at the next regular City Council meeting.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF
WOLVERINE GLASS PRODUCTS, INC.
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR A NEW FACILITY AND
AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS:

1. The City established Industrial Development District Number 106, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 11447 on May 6, 1985.
2. Wolverine Glass Products, Inc., has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to a new facility to be acquired and installed within Industrial Development District 106, with an estimated cost of \$233,021.00 for real property and \$787,828.00 for personal property to be located at 5765 Clay Avenue SW.
3. Before acting on this application, the City Council held a public hearing on October 21, 2013, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before September 25, 2013, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Wolverine Glass Products, Inc., for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 106, to wit:

Address: 5765 Clay Avenue SW, Wyoming, MI 49548

Parcel No.: 41-17-36-376-016

Legal Description:

THAT PART OF LOT 1 LYING E OF FOL DESC LINE - COM AT S 1/4 TH N 88D 14M 40S W ALONG S SEC LINE 1393.07 FT TO C/L OF HWY US 131 TH S 1D 11M 13.81S E ALONG SD C/L 606.85 FT TH N 88D 48M 46S E 230.25 FT TO BEG OF SD LINE TH N 3D 25M 15S W 1193.40 FT TH N 12D 29M 49.6S W 200.75 FT TO A PT 144.36 FT E FROM PERP TO & PAR WITH C/L OF SD HWY TH N 1D 11M 13.81S W ALONG SD LINE TO A LINE BEARING N 89D 48M 05S E FROM A PT WHICH IS 744.46 FT SLY ALONG W LINE OF E 1/2 OF SW 1/4 LINE FROM E/W 1/4 LINE TH S 89D 48M 05S W TO ELY LINE OF HWY US 131 & TO END OF SD DESC LINE * ARGO INDUSTRIAL PARK

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period of eleven (11) years.
4. The Mayor and City Clerk are authorized to sign the IFT agreement with Wolverine Glass Products, Inc.

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 October 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS: Staff Memo
 IFT Agreement

Resolution No. _____

Staff Report

Date: 09/25/2013
Subject: Wolverine Glass Products, Inc.
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: October 7, 2013 City Council Meeting

Recommendation:

Staff recommends an eleven (11) year IFT abatement be granted to Wolverine Glass Products, Inc., based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

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

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

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

Discussion:

Wolverine Glass has been operating and growing in the City of Wyoming for 3 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	5765 Clay Avenue SW Wyoming, MI 49548
Personal Property:	\$787,828.00
Real Property:	\$233,021.00
Estimated Jobs:	5 new jobs 29 retained jobs
Starting date of project:	October 2013

Wolverine Glass Products seeks this abatement to allow for the renovation and expansion into a 32,000 square foot building adjacent to its current facility. The purchase and renovation of this

building will allow the company to purchase additional fabricating equipment and position the company for future growth opportunities. Through this expansion the company seeks to hire an additional 5 employees to support its operations.

Budget Impact:

The estimated first year tax savings for Wolverine Glass Products, Inc., which is located in the Wyoming Public School District, is \$16,460.22.

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of October 21, 2013, pursuant to 1974 PA 198, as amended, MCL 207.552 *et seq.* (“Act 198”) between the City of Wyoming, a local governmental unit as defined in Act 198, the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Wolverine Glass Products, Inc., a corporation, the address of which is 5801 Clay Avenue SW, Wyoming, MI, 49548 (the “Company”).

RECITALS

- A. The Company applied for an Industrial Facilities Tax Abatement pursuant to Act 198 on the application, a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- B. Following a public hearing on October 21, 2013, the City Council of the City adopted a resolution to approve the tax abatement for a period of 11 (eleven) years conditional upon the parties entering into this Agreement (the “Abatement”) for the property located at 5765 Clay Avenue SW, in the City (the “site of the Abatement”).
- C. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the tax abatement.

TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$1,020,849.00 in improvements to its property in the City and that at least 5 new job(s) will be created and at least 29 jobs will be retained as a result of that investment. The Company further pledges that those improvements will remain in place or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Abatement and the jobs created and maintained will remain in existence within the City for at least 2 years after the expiration of the term of the Abatement.
- 2. The City is relying upon and the Company agrees the City may rely upon the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2015) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained upon the project’s completion and the actual number of new jobs created.
 - (b) The number of employees at the time of the Application and the current number of employees.
 - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
 - (a) The City may either:
 - (1) Apply the criteria in the City Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels and project costs as stated in the letter, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WYOMING

WOLVERINE GLASS PRODUCTS, INC.

By: _____
Jack A. Poll, Mayor

By: _____
Mark A. McGann, President

By: _____
Heidi A. Isakson, City Clerk

Date signed: _____, 2013

Date signed: _____, 2013

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF RELIANCE FINISHING CO.
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR A NEW FACILITY AND
AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS:

1. The City established Industrial Development District Number 82, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 10650 on September 20, 1982.
2. Reliance Finishing Co., has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to a new facility to be acquired and installed within Industrial Development District 82, with an estimated cost of \$80,000.00 for real property and \$600,000.00 for personal property to be located at 1240 Judd Avenue SW.
3. Before acting on this application, the City Council held a public hearing on October 21, 2013, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:02 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before September 25, 2013, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Reliance Finishing Co., for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 82, to wit:

Address: 1240 Judd Avenue SW, Wyoming, MI 49509

Parcel No.: 41-17-02-126-017

Legal Description:

PART NW 1/4 COM AT N 1/4 COR TH S 3D 12M E ALONG N&S 1/4 LINE 723.8 FT TO SE COR OF N 20 A. OF E 62.83 A. OF NW 1/4 TH S 88D 59M W ALONG S LINE OF SD 20 A. 782.84 FT TO BEG OF THIS DESC - TH N 3D 12M W 139.0 FT TH N 89D 01M 40S W 321.26 FT TO E LINE OF JUDD AVE TH S 1D 00M W ALONG E LINE OF JUDD AVE 150.14 FT TO S LINE OF SD 20 A. TH 89D 59M E 331.65 FT TO BEG SEC 2 T6N R12W 1.07 A.

be the same as hereby approved.

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

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 October 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS: Staff Memo
 IFT Agreement

Resolution No. _____

Staff Report

Date: 10/02/2013
Subject: Reliance Finishing Co.
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: October 7, 2013 City Council Meeting

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Reliance Finishing Co. based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

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

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

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

Discussion:

Reliance Finishing Co. has been operating and growing in the City of Wyoming for 59 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	1240 Judd Avenue SW Wyoming, MI 49509
Personal Property:	\$600,000.00
Real Property:	\$ 80,000.00
Estimated Jobs:	2 new jobs 113 retained jobs
Starting date of project:	January 2014

Reliance Finishing Co., which is a fourth generation owned and operated company, is in the business of product finishing, including various liquid, powder and plastisol coatings. Reliance

Finishing serves a broad spectrum of industries ranging from interior and exterior automotive industries, appliance parts, and office furniture, to the medical industry and gaming and leisure industries. The company is requesting a tax abatement to install a new line for its Judd Avenue facility. This investment will allow the company to purchase the equipment and hire an additional 2 positions to support its operations.

Budget Impact:

The estimated first year tax savings for Reliance Finishing Co., which is located in the Godfrey Lee Public School District, is \$12,700.56.

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of October 21, 2013, pursuant to 1974 PA 198, as amended, MCL 207.552 *et seq.* (“Act 198”) between the City of Wyoming, a local governmental unit as defined in Act 198, the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Reliance Finishing Co., a corporation, the address of which is 1236 Judd Avenue SW, Wyoming, MI, 49509 (the “Company”).

RECITALS

- A. The Company applied for an Industrial Facilities Tax Abatement pursuant to Act 198 on the application, a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- B. Following a public hearing on October 21, 2013, the City Council of the City adopted a resolution to approve the tax abatement for a period of 12 (twelve) years conditional upon the parties entering into this Agreement (the “Abatement”) for the property located at 1240 Judd Avenue SW, in the City (the “site of the Abatement”).
- C. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the tax abatement.

TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$680,000.00 in improvements to its property in the City and that at least 2 new job(s) will be created and at least 113 jobs will be retained as a result of that investment. The Company further pledges that those improvements will remain in place or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Abatement and the jobs created and maintained will remain in existence within the City for at least 2 years after the expiration of the term of the Abatement.
- 2. The City is relying upon and the Company agrees the City may rely upon the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2015) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained upon the project’s completion and the actual number of new jobs created.
 - (b) The number of employees at the time of the Application and the current number of employees.
 - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
 - (a) The City may either:
 - (1) Apply the criteria in the City Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels and project costs as stated in the letter, or

- (2) If the number of new jobs or the cost of the project is substantially below that stated in the application for reasons within the control of the Company, the City Council may recommend revocation of the Abatement.
 - (b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Abatement if:
 - (1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or
 - (2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.
 - (c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.
5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Abatement as granted.
 - (a) If, at any time during the term of the Abatement or two years following the expiration or early termination of the Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations on the site of the Abatement, or the City determines that the company has discontinued or substantially curtailed its operations on the site of the Abatement, or the no longer employs on the Site of the Abatement the number of employees represented in the Application and in this Agreement:
 - (1) The City Council may, in its sole discretion, request revocation of the Abatement; and
 - (2) The City Council, in its sole discretion, may require the Company to pay the City an amount equal to the total taxes abated by the City under the Abatement.
 - (b) In making any decision under the preceding subparagraph (a) the City Council shall consider whether:
 - (1) Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation on the site of the Abatement; or
 - (2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor intentional, and the City has reasonably received the benefits anticipated from granting the Abatement.
 - (c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.
6. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.
7. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

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

CITY OF WYOMING

RELIANCE FINISHING CO.

By: _____
Jack A. Poll, Mayor

By: _____
Michael Mosey, President

By: _____
Heidi A. Isakson, City Clerk

Date signed: _____, 2013

Date signed: _____, 2013

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF ZINGER SHEET METAL
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR A NEW FACILITY AND
AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS:

1. The City established Industrial Development District Number 210, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 24595 on July 21, 1997.
2. Zinger Sheet Metal Co., has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to a new facility to be acquired and installed within Industrial Development District 210, with an estimated cost of \$75,000.00 for personal property to be located at 4055 Stafford Avenue SW.
3. Before acting on this application, the City Council held a public hearing on October 21, 2013, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:03 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before September 23, 2013, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Zinger Sheet Metal Co., for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 210, to wit:

Address: 4055 Stafford Avenue SW, Wyoming, MI 49548

Parcel No.: 41-17-24-402-021

Legal Description:

LOTS 99 100 & 101 EX COM 3.70 FT S FROM NW COR OF
SD LOT 100 TH N 0D 30M 35S W 50.70 FT TO NW COR OF
SD LOT 101 TH S 89D 11M 30S E ALONG N LOT LINE
6.35 FT TH S 6D 39M 40S W 50.84 FT TO BEG *
MCQUEEN DOYLE PARK NO.1

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period of six (6) years.
4. The Mayor and City Clerk are authorized to sign the IFT agreement with Zinger Sheet Metal Co.

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 October 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Memo

IFT Agreement

Resolution No. _____

Staff Report

Date: 10/02/2013
Subject: Zinger Sheet Metal Co.
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: October 7, 2013 City Council Meeting

Recommendation:

Staff recommends a six (6) year IFT abatement be granted to Zinger Sheet Metal Co. based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

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

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

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

Discussion:

Zinger Sheet Metal Co. has been operating and growing in the City of Wyoming for 59 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	4055 Stafford Avenue SW Wyoming, MI 49548
Personal Property:	\$ 75,000.00
Real Property:	\$ 0.00
Estimated Jobs:	2 new jobs 14 retained jobs
Starting date of project:	October 2013

Zinger Sheet Metal manufactures rectangular and round duct systems and also does custom fabrication of metal products. Zinger seeks to expand its manufacturing operations in order to

improve the quality of its products and to meet growing customer demand. This investment will allow the company to purchase the equipment needed and will require an additional 2 positions to support its operations.

Budget Impact:

The estimated first year tax savings for Zinger Sheet Metal Co., which is located in the Godwin Public School District, is \$1,150.43.

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of October 21, 2013, pursuant to 1974 PA 198, as amended, MCL 207.552 *et seq.* (“Act 198”) between the City of Wyoming, a local governmental unit as defined in Act 198, the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Zinger Sheet Metal Co., a corporation, the address of which is 4055 Stafford Avenue SW, Wyoming, MI, 49548 (the “Company”).

RECITALS

- A. The Company applied for an Industrial Facilities Tax Abatement pursuant to Act 198 on the application, a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- B. Following a public hearing on October 21, 2013, the City Council of the City adopted a resolution to approve the tax abatement for a period of 6 (six) years conditional upon the parties entering into this Agreement (the “Abatement”) for the property located at 4055 Stafford Avenue SW, in the City (the “site of the Abatement”).
- C. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the tax abatement.

TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$75,000.00 in improvements to its property in the City and that at least 2 new job(s) will be created and at least 14 jobs will be retained as a result of that investment. The Company further pledges that those improvements will remain in place or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Abatement and the jobs created and maintained will remain in existence within the City for at least 2 years after the expiration of the term of the Abatement.
- 2. The City is relying upon and the Company agrees the City may rely upon the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2015) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained upon the project’s completion and the actual number of new jobs created.
 - (b) The number of employees at the time of the Application and the current number of employees.
 - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
 - (a) The City may either:
 - (1) Apply the criteria in the City Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels and project costs as stated in the letter, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WYOMING

ZINGER SHEET METAL CO.

By: _____
Jack A. Poll, Mayor

By: _____
Nelson Capestany, President

By: _____
Heidi A. Isakson, City Clerk

Date signed: _____, 2013

Date signed: _____, 2013

RESOLUTION NO. _____

RESOLUTION REQUESTING THE REVOCATION OF INDUSTRIAL FACILITIES
EXEMPTION CERTIFICATE NO. 2006-163 FOR ACE-HI DISPLAYS, INC.

WHEREAS:

1. Act 198, Public Acts of 1974, as amended, provides for the establishment of industrial development districts and approval of industrial facilities exemption certificates in the City of Wyoming.
2. Pursuant to the provisions of Act 198, in 2006 the Michigan State Tax Commission issued Industrial Facilities Exemption Certificate No. 2006-163 to Ace-Hi Displays, Inc., for personal property in the amount of \$1,896,100.00 and for real property in the amount of \$416,626 at its facility located at 2684 Prairie SW, Wyoming, Michigan, 49519.
3. Industrial Facilities Exemption Certificate 2006-163 was given the effective dates of December 31, 2006 to December 30, 2015.
4. One of the conditions of granting the certificate was the expectation that the real and personal property related to this project would remain at this facility in the City of Wyoming during the effective dates of the certificate.
5. Section 15(2) of Act 198, provides that companies that are no longer utilizing the real and/or personal property for which the exemption was granted can request revocation of the certificate covering the specific property.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council, pursuant to Section 15(2) of Act 198, requests the Michigan State Tax Commission to revoke Industrial Facilities Exemption Certificate 2006-163 issued to Ace-Hi Displays, Inc. on the basis that the company no longer owns this facility and the personal property related to this certificate is no longer located at this facility in the City of Wyoming, and therefore the conditions and purposes for which the certificate was issued cannot be fulfilled.

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 October 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Staff Report

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE
CITY OF WYOMING AND THE WYOMING CITY EMPLOYEES UNION

WHEREAS:

1. Resolution 24267, dated September 4, 2012, was adopted by the Wyoming City Council, approving an Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union.
2. The City Manager recommends the City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add and delete clerical and office support classifications as shown in the attached memorandum.
3. This amendment shall be effective October 22, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the above amendment to the Wyoming City Employees Union Classification and Wage Schedule.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Memorandum of Understanding

Resolution No. _____

Staff Report

Date: 10/07/2013
Subject: Clerical Analysis - Position Additions and Deletions
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: October 21, 2013 City Council Meeting

Recommendation:

Staff recommends approval of the closure of 22 existing clerical and office support classifications and the addition of eight newly created office support classifications to the Classification and Wage Schedules for the Wyoming City Employees Union and the Wyoming Administrative and Supervisory Association.

Sustainability Criteria:

Environmental Quality – Approval of these changes does not significantly impact environmental quality.

Social Equity – Approval of these changes ensure the City of Wyoming is able to employ skilled individuals in office support positions and that it is able to do so at rates that reflect the private and public market and that are equitable internally.

Economic Strength – Approval of these changes will position the City to employ office support staff with the skills and educational backgrounds that are needed by the organization today and into the future, and will allow the City to operate with greater flexibility and efficiency.

Discussion:

Significant changes have occurred throughout the City over the past several decades. Technological changes, the evolution of public service, operational modifications and restructuring have changed how departments function. Throughout these changes, the position titles and job descriptions have remained fairly static and do not accurately reflect the knowledge, skills, abilities and job requirements of these positions.

Recognizing the need for change, a committee was formed to review existing job titles and job descriptions for clerical, accounting, office and program support positions. Following two and a half years of job description study, skill needs assessment and wage surveys, we are now moving forward in recommending a new classification system for these types of positions.

The committee that formed included a cross section of employees who are classified in, supervise or otherwise manage or directly interact with office support positions in the City. Collectively this group of employees has a variety of experience and depth of knowledge of the

City's office operations from many perspectives. This insight provided immense value to the overall process.

As a result of this study, the committee recommends eliminating redundancy in the various positions and has developed job descriptions that accurately reflect the needs of the City. The committee is therefore recommending the closure of 22 existing classifications and the addition of eight newly created positions, as summarized below:

New Positions	Bargaining Unit	Hourly Wages	
		Minimum	Maximum
G21 Office Specialist I	WCEU	\$15.64	\$19.16
G21 Deputy Court Clerk	WCEU	\$15.64	\$19.16
G37 Office Specialist II	WCEU	\$18.31	\$22.84
G37 Senior Deputy Court Clerk	WCEU	\$18.31	\$22.84
G37 Housing Coordinator	WCEU	\$18.31	\$22.84
G37 Accounting Specialist I	WCEU	\$18.31	\$22.84
G41 Accounting Specialist II	WCEU	\$19.16	\$23.79
A16 Administrative Specialist	Admin	\$20.43	\$25.73

Positions to be Closed	Bargaining Unit	Hourly Wages	
G05 Office Clerk I	WCEU	\$13.32	\$16.27
G21 Deputy Court Clerk I	WCEU	\$15.64	\$19.16
G21 Office Clerk II	WCEU	\$15.64	\$19.16
G25 Deputy Court Clerk I-A	WCEU	\$16.27	\$20.06
G27 Assessors Aide	WCEU	\$16.70	\$20.50
G27 Secretary	WCEU	\$16.70	\$20.50
G29 Deputy Court Clerk II	WCEU	\$16.90	\$20.91
G33 Account Clerk I	WCEU	\$17.49	\$21.85
G37 Deputy Court Clerk III	WCEU	\$18.31	\$22.84
G41 Account Clerk II	WCEU	\$19.16	\$23.79
G41 Secretary II	WCEU	\$19.16	\$23.79
G41 Section 8 Housing Coordinator	WCEU	\$19.16	\$23.79
G41 Section 8/FSS Administrator	WCEU	\$19.16	\$23.79
G49 Account Clerk III	WCEU	\$20.91	\$25.90
G53 Tax Collector	WCEU	\$21.85	\$26.93
A10 Administrative Intern	Admin	\$18.71	\$23.65
A12 Administrative Secretary I	Admin	\$19.77	\$24.98
A12 Human Resources Coordinator	Admin	\$19.77	\$24.98
A18 Administrative Secretary II	Admin	\$22.85	\$28.84
A20 Administrative Aide	Admin	\$25.31	\$31.95
A22 Office Manager	Admin	\$26.77	\$33.88
A28 Administrative Assistant	Admin	\$29.69	\$37.59

Transitions to the new positions will occur through departmental need analysis and attrition. As positions become vacant, they will be eliminated from the Classification and Wage Schedules. Currently, one General City and four Administrative positions are vacant and will be eliminated immediately.

To determine appropriate market wages, several sources were considered, including The Employers Association (TEA), the Michigan Municipal League (MML), the State of Michigan (Court positions) and through direct contact with other municipalities. It is important to note that job titles alone may not reflect the duties and knowledge required of the position. Job descriptions and skill levels were considered when comparing wages and positions.

Due to the change in job descriptions there is not a direct correlation between the old positions and the new positions. Skill level, ability, knowledge and educational requirements played a crucial role in determining wage levels for each of the positions

Budget Impact:

Departmental position requests are reviewed on a case by case basis and with careful consideration of departmental justification and budget impact.

MEMORANDUM OF UNDERSTANDING

RE: Clerical Position Amendments

In accordance with Article 2, Section 1 (G) of the Collective Bargaining Agreement, the City of Wyoming (“City”) and the Wyoming Employees Union agree as follows:

1. The classifications of Office Specialist I, Deputy Court Clerk, Office Specialist II, Senior Deputy Court Clerk, Housing Coordinator, Accounting Specialist I and Accounting Specialist II is added to the bargaining unit.
2. The classifications of the above noted classifications are placed in the following ranges of the Classification and Salary Schedule in effect for the bargaining unit employees:

Office Specialist I	G21
Deputy Court Clerk	G21
Office Specialist II	G37
Senior Deputy Court Clerk	G37
Housing Coordinator	G37
Accounting Specialist I	G37
Accounting Specialist II	G41

3. The classifications of Office Clerk I, Office Clerk II, Deputy Court Clerk I, Deputy Court Clerk I-A, Deputy Court Clerk II, Deputy Court Clerk III, Section 8 Housing Coordinator, Section 8/FSS Administrator, Tax Collector and Assessor Aide shall be closed to new applicants and will be deleted at which point the position becomes vacant.
4. The above changes to the Classification and Salary Schedule are subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: _____
Its: City Manager

By: _____
Its: President

Date: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT
BETWEEN THE CITY OF WYOMING AND THE WYOMING
ADMINISTRATIVE AND SUPERVISORY EMPLOYEES ASSOCIATION

WHEREAS:

1. Resolution 23901, dated June 6, 2011, was adopted by the Wyoming City Council, approving an Employment Contract and the Classification and Salary Schedule between the Wyoming Administrative and Supervisory Association and the City of Wyoming.
2. The City Manager recommends the City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming Administrative and Supervisory Employees Association to add and delete clerical and office support classifications as shown in the attached memorandum
3. This amendment shall be effective October 22, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the above amendment to the Wyoming Administrative and Supervisory Employees Association Classification and Wage Schedule.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Memorandum of Understanding

Resolution No. _____

Staff Report

Date: 10/07/2013
Subject: Clerical Analysis - Position Additions and Deletions
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: October 21, 2013 City Council Meeting

Recommendation:

Staff recommends approval of the closure of 22 existing clerical and office support classifications and the addition of eight newly created office support classifications to the Classification and Wage Schedules for the Wyoming City Employees Union and the Wyoming Administrative and Supervisory Association.

Sustainability Criteria:

Environmental Quality – Approval of these changes does not significantly impact environmental quality.

Social Equity – Approval of these changes ensure the City of Wyoming is able to employ skilled individuals in office support positions and that it is able to do so at rates that reflect the private and public market and that are equitable internally.

Economic Strength – Approval of these changes will position the City to employ office support staff with the skills and educational backgrounds that are needed by the organization today and into the future, and will allow the City to operate with greater flexibility and efficiency.

Discussion:

Significant changes have occurred throughout the City over the past several decades. Technological changes, the evolution of public service, operational modifications and restructuring have changed how departments function. Throughout these changes, the position titles and job descriptions have remained fairly static and do not accurately reflect the knowledge, skills, abilities and job requirements of these positions.

Recognizing the need for change, a committee was formed to review existing job titles and job descriptions for clerical, accounting, office and program support positions. Following two and a half years of job description study, skill needs assessment and wage surveys, we are now moving forward in recommending a new classification system for these types of positions.

The committee that formed included a cross section of employees who are classified in, supervise or otherwise manage or directly interact with office support positions in the City. Collectively this group of employees has a variety of experience and depth of knowledge of the

City's office operations from many perspectives. This insight provided immense value to the overall process.

As a result of this study, the committee recommends eliminating redundancy in the various positions and has developed job descriptions that accurately reflect the needs of the City. The committee is therefore recommending the closure of 22 existing classifications and the addition of eight newly created positions, as summarized below:

New Positions	Bargaining Unit	Hourly Wages	
		Minimum	Maximum
G21 Office Specialist I	WCEU	\$15.64	\$19.16
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G37 Housing Coordinator	WCEU	\$18.31	\$22.84
G37 Accounting Specialist I	WCEU	\$18.31	\$22.84
G41 Accounting Specialist II	WCEU	\$19.16	\$23.79
A16 Administrative Specialist	Admin	\$20.43	\$25.73

Positions to be Closed	Bargaining Unit	Hourly Wages	
G05 Office Clerk I	WCEU	\$13.32	\$16.27
G21 Deputy Court Clerk I	WCEU	\$15.64	\$19.16
G21 Office Clerk II	WCEU	\$15.64	\$19.16
G25 Deputy Court Clerk I-A	WCEU	\$16.27	\$20.06
G27 Assessors Aide	WCEU	\$16.70	\$20.50
G27 Secretary	WCEU	\$16.70	\$20.50
G29 Deputy Court Clerk II	WCEU	\$16.90	\$20.91
G33 Account Clerk I	WCEU	\$17.49	\$21.85
G37 Deputy Court Clerk III	WCEU	\$18.31	\$22.84
G41 Account Clerk II	WCEU	\$19.16	\$23.79
G41 Secretary II	WCEU	\$19.16	\$23.79
G41 Section 8 Housing Coordinator	WCEU	\$19.16	\$23.79
G41 Section 8/FSS Administrator	WCEU	\$19.16	\$23.79
G49 Account Clerk III	WCEU	\$20.91	\$25.90
G53 Tax Collector	WCEU	\$21.85	\$26.93
A10 Administrative Intern	Admin	\$18.71	\$23.65
A12 Administrative Secretary I	Admin	\$19.77	\$24.98
A12 Human Resources Coordinator	Admin	\$19.77	\$24.98
A18 Administrative Secretary II	Admin	\$22.85	\$28.84
A20 Administrative Aide	Admin	\$25.31	\$31.95
A22 Office Manager	Admin	\$26.77	\$33.88
A28 Administrative Assistant	Admin	\$29.69	\$37.59

Transitions to the new positions will occur through departmental need analysis and attrition. As positions become vacant, they will be eliminated from the Classification and Wage Schedules. Currently, one General City and four Administrative positions are vacant and will be eliminated immediately.

To determine appropriate market wages, several sources were considered, including The Employers Association (TEA), the Michigan Municipal League (MML), the State of Michigan (Court positions) and through direct contact with other municipalities. It is important to note that job titles alone may not reflect the duties and knowledge required of the position. Job descriptions and skill levels were considered when comparing wages and positions.

Due to the change in job descriptions there is not a direct correlation between the old positions and the new positions. Skill level, ability, knowledge and educational requirements played a crucial role in determining wage levels for each of the positions

Budget Impact:

Departmental position requests are reviewed on a case by case basis and with careful consideration of departmental justification and budget impact.

MEMORANDUM OF UNDERSTANDING

RE: Clerical Position Amendments

In accordance with Article I, Section 2 of the Collective Bargaining Agreement, the City of Wyoming (“City”) and the Wyoming Employees Union agree as follows:

1. The classification of Administrative Specialist is added to the bargaining unit.
2. The classification of Administrative Specialist is placed in the following range of the Classification and Salary Schedule in effect for the bargaining unit employees:

Administrative Specialist A16

3. The classifications of Administrative Intern, Administrative Secretary I, Administrative Secretary II, Administrative Aide, Administrative Assistant, Office Manager and Human Resources Coordinator shall be closed to new applicants and will be deleted at which point the position becomes vacant.
4. The above change to the Classification and Salary Schedule are subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: _____
 Its: City Manager

By: _____
 Its: President

Date: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF
WYOMING AND THE WYOMING CITY EMPLOYEES UNION

WHEREAS:

1. Resolution 24267, dated September 4, 2012, was adopted by the Wyoming City Council, approving an Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union.
2. The City Manager recommends the City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add the classification of Property Compliance Analyst to the collective bargaining unit as follows:

	<u>Hourly Wage</u>	
	<u>Minimum</u>	<u>Maximum</u>
G71 Property Compliance Analyst	\$26.51	\$32.16

3. This addition shall be effective October 22, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the above amendment to the Wyoming City Employees Union Classification and Wage Schedule.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:

Staff Report from the Director of Community Services

Memorandum of Understanding

Resolution No. _____

MEMORANDUM

TO: Curtis Holt, City Manager
FROM: Rebecca Rynbrandt, Director of Community Services
DATE: September 26, 2013
RE: Property Compliance Analyst

As you are aware, we have been evaluating the organizational and operating structure of the Building Inspections Department over the course of the last five years for all service activities (permitting, code enforcement, and rental inspections). This work has resulted in the expansion and realignment of the Rehab Specialist Inspector duties to benefit general permitting and code enforcement, creating significant efficiency and reduction in costs, while maintaining the position's CDBG work; implementation of contracted services for Plumbing inspection; permit form and fee alignment with adjoining communities; and acquisition and implementation of handheld devices for expedited inspections and billing.

In addition, we have been reviewing our needs in relation to staff succession planning due to pending retirements within the next 1 to 5 years, including that of the Chief Building Official. This review has also included discussions on service demands specific to the community's housing stock, conversion of owner occupied properties to rental, continuing rate of foreclosures, trends for code enforcement, etc., and the potential to increase the use of our partnerships with neighboring communities.

At the current time, it is determined to be in the best interest of the City to create a Property Compliance Analyst position. Working with Human Resources, we created a job description and completed a market analysis that resulted in the recommendation of the position being in the Wyoming City Employees Union at the G71 range:

	<u>Hourly</u>	
	<u>Minimum</u>	<u>Maximum</u>
Property Compliance Analyst G71	\$26.51	\$32.16

The Property Compliance Analyst will be responsible for technical as well as professional work in areas such as housing, nuisance, and property maintenance codes and inspections; and day to day duties including the management, implementation, and practical staffing of the Rental Inspection Program. This position will act as the Chief Building Official's principal assistant and will also be responsible for maximizing current software capabilities as well as researching, recommending and implementing new software and technologies.

The attached organizational charts illustrate how this position aligns in current department operations as well as how it can evolve, albeit with title change or promotion and position elimination, based upon various strategies presented through succession, industry and community change. As we discussed, I am proposing a promotion of a current position. This proposal does not include an increase in staffing.

I am requesting your authorization to move forward with this recommendation. If you concur with our recommendation, we will speak to the Union regarding these changes and will place on the City Council agenda for their consideration.

MEMORANDUM OF UNDERSTANDING

RE: Property Compliance Analyst

In accordance with Article 2, Section 1 (G) of the Collective Bargaining Agreement, the City of Wyoming (“City”) and the Wyoming Employees Union agree as follows:

1. The classification of Property Compliance Analyst is added to the bargaining unit.
2. The classification of Property Compliance Analyst is placed in the following range of the Classification and Salary Schedule in effect for the bargaining unit employees:

Property Compliance Analyst Range G71

3. The above changes to the Classification and Salary Schedule are subject to approval by the Wyoming City Council.

CITY OF WYOMING

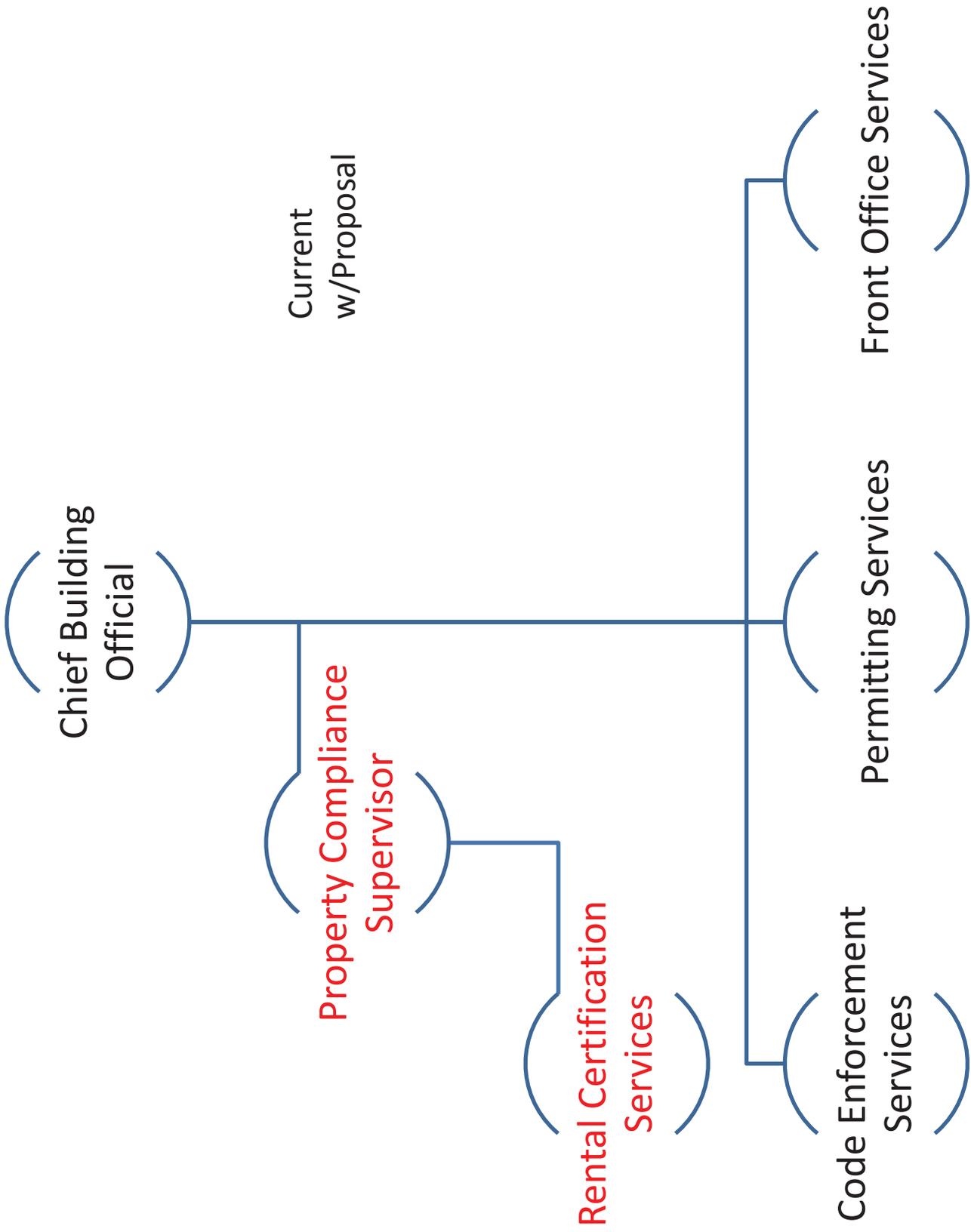
WYOMING CITY EMPLOYEES UNION

By: _____
 Its: City Manager

By: _____
 Its: President

Date: _____

Date: _____



STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION NO. _____

At a regular meeting of the City Council
(Regular or Special) (Township Board, City or Village Council)

called to order by Mayor Poll on October 21, 2013 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

White Elephant, Inc. for a new Class C licensed business to be located at 2359 Health Drive SW, Wyoming 49519, Kent County

be considered for _____ **"above all others"**
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ for issuance
(Recommended or not Recommended)

State of Michigan)

County of Kent)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the City Council at a regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on October 21, 2013
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

Heidi A. Isakson, City Clerk
City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509-0905

Resolution No. _____

RESOLUTION NO. _____

A RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF
THE CODE OF THE CITY OF WYOMING
FOR WHITE ELEPHANT, INC. IN
APPLICATION FOR A CLASS C LIQUOR LICENSE

WHEREAS:

1. White Elephant, Inc. has made application for a new Class C licensed business at 2359 Health Drive SW, in the City of Wyoming.
2. Section 14-179(2)(a) of the Code of Ordinances requires that a restaurant with a liquor license provide a minimum gross building square footage of 3,500 square feet.
3. Section 14-179(2)(b) of the Code of Ordinances requires that a restaurant with a liquor license provide a minimum seating of 150 persons at 15 square feet per person.
4. Section 14-179(5) of the Code of Ordinances provides that City Council may waive any of the conditions in Section 14-179 if it is in the best interest of the City.
5. The applicant White Elephant, Inc. has requested a waiver of Sections 14-179(2)(a) and (b) of the Code of the City of Wyoming in its application for a new Class C liquor license.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council determines that waiving the requirements of Sections 14-179(2)(a) and (b) will benefit the applicant, help create a viable business in the City, and is in the best interest of the City.
2. Sections 14-179(2)(a), and (b) are hereby waived for the purposes of approving an application for a new Class C liquor license for White Elephant, Inc. at 2359 Health Drive SW, Wyoming, Kent County, 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:

 Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

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: October 16, 2013

RE: Application for Class C Liquor License
White Elephant, Inc. – 2359 Health Drive SW

White Elephant, Inc. (Melody Yang d/b/a Little Bangkok) has applied for a Class C liquor license for a restaurant at 2359 Health Drive SW .

A review of the application was requested from the Police Department, Treasurer and Chief Building Official. James DeLange has provided information that indicates the applicant location does not meet the minimum requirements of the ordinance.

A comparison of the ordinance requirements against the application indicates three areas where the business does not meet the minimum requirements:

- The ordinance requires a building with a gross floor area of 3,500 square feet. The application indicates a total of 1770 square feet.
- The ordinance requires minimum seating for 150 persons with 15 square feet per person. The application cites shows seating for 53 persons, and the square footage available has room for 66 persons at 15 square feet per person.

The applicant has written a letter to the City Council dated September 13, 2013, requesting waivers of Sections 14-1792(a) and (b) of the Code of Ordinances.

I have drafted a resolution in the required LCC format, but have left blank whether to recommend “Approval” or “Disapproval”. The Councilmember making the motion should state which it is for. I have also prepared a resolution with the required waivers, should the Council vote to recommend approval. They can take up this second resolution if necessary.

For reference, following are recent Council actions on similar waiver requests:

Seating:

Latyn Rhythm, 1260 28 th Street	93 seats
Kuzzin’s Inc, 3766 S. Division	109 seats
Sports Center Café, 3957 56 th St.	90 seats
Jet’s Pizza, Roger’s Plaza	57 seats (DENIED)
TRigo Pizza, 700 44 th Street	116 seats
Lindo Mexico, 1292 28 th Street	122 seats

Building Area:

Kuzzin's Inc., 3766 S. Division
Sport's Center Café, 3957 56th Street
Jet's Pizza, Roger's Plaza
Manjit Multani, 3760 S. division
(kitchen was half required size)

2219 sq. ft.
2250 sq. ft.
2762 sq. ft. (DENIED)
2816 sq. ft. (DENIED)

CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

APPLICANT: WHITE ELEPHANT INC	<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION
BUSINESS ADDRESS: 3876 W. DE BLAAY CT. SE KENTWOOD, MI 49512	TELEPHONE: 616.808.3153 FAX: _____ MelYang2011@gmail.com
LICENSE REQUESTED: <input type="checkbox"/> TAVERN <input checked="" type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL	LOCATION OF THE PROPOSED BUSINESS: 2359 HEALTH DR SW WYOMING, MI 49519
WILL THE PROPOSED BUSINESS OCCUPY A(N): <input type="checkbox"/> EXISTING BUILDING <input checked="" type="checkbox"/> NEW BUILDING	DO YOU: <input type="checkbox"/> OWN BUILDING <input checked="" type="checkbox"/> LEASE BUILDING
ARE FURNITURE & FIXTURES: <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED	BUILDING OWNER: METRO HEALTH VILLAGE RETAIL, LLC
FURNITURE & FIXTURE OWNER: WHITE ELEPHANT INC.	
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: MELODY YANG	
NAME OF BANK FOR BUSINESS ACCOUNT: Fifth Third Bank	
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: NAME: JAMES RICHMOND ADDRESS: 3378 CENTRAL BLVD HUDSONVILLE, MI 49426	
NAME OF PERSON COMPLETING APPLICATION: MELODY YANG	TITLE OF PERSON COMPLETING APPLICATION: PRESIDENT
SIGNATURE: <i>Melody Yang</i>	DATE: 9/11/2013

ATTACH:

1. A SCALED DRAWING WHICH SHOWS THE TOTAL SQUARE FOOTAGE, DINING SQUARE FOOTAGE, KITCHEN SQUARE FOOTAGE, TOTAL TABLE SEATING, AND TOTAL COUNTER SEATING.
2. A PERSONAL INFORMATION SHEET FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER.
3. APPLICATION FEE OF \$300 PAYABLE TO THE CITY OF WYOMING.

COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

NAME: <u>MELODY YANG</u>	TITLE <u>PRESIDENT</u>
RESIDENT ADDRESS: <u>3876 W. DE BLAAY CT. SE KENTWOOD, MI 49512</u>	PHONE:
SOCIAL SECURITY NUMBER:	DATE OF BIRTH: <u>1956</u>
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>7</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: <u>OWNER & OPERATOR OF LITTLE BANGKOK THAI RESTAURANT WITH A FULL CLASS C LIQUOR LICENSE IN GRAND RAPIDS.</u>	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input checked="" type="checkbox"/> Yes - List type and location of each <input type="checkbox"/> No <u>CLASS C: LITTLE BANGKOK 850 FOREST HILLS AVE GRAND RAPIDS, MI 49546</u>	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input checked="" type="checkbox"/> Yes - List type and location of each <input type="checkbox"/> No <u>SEE ABOVE.</u>	
Have you ever been convicted of any criminal act? <input type="checkbox"/> Yes - describe state, county and date of conviction <input checked="" type="checkbox"/> No	

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: X *Melody Yang*

State of Michigan
Kent County

Subscribed and sworn to before me on this 12th day of September, 2013.

X *Joshua S. Andree*
Signature of Notary
Joshua S. Andree
Printed Name

My commission expires: 7/20/2018

JOSHUA S. ANDREE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
MY COMMISSION EXPIRES 07/20/2018
Acting in the County of Kent

September 13, 2013

City Council
1155 28th St SW
Wyoming, MI 49509

RE: Liquor License Application for Little Bangkok Thai Restaurant

City Council:

Enclosed is an application for a Class C Liquor License for Little Bangkok Thai Restaurant. The license will be held in a corporation by the name of White Elephant Inc. and will service patrons at our new location within Metro Health Village. Little Bangkok opened its first location in Grand Rapids near Forest Hills Foods and we are looking forward to opening our second location in Wyoming.

Little Bangkok will fill a unique customer niche within Metro Health Village with upscale Thai cuisine and we are looking forward to expanding our business into Wyoming. Our current location in the Forest Hills area has served well and we are doubling our space in Wyoming based on the market need.

As we work to begin construction on the new restaurant, we are requesting approval for a liquor license in this location, which we have obtained in our current location. We are able to obtain a liquor license with approval from the Grand Rapids Township Board of Trustees and we hope that Wyoming City Council will grant a license for this location as well.

Upon reviewing the current requirements set forth in Part II of Wyoming Code of Ordinances Chapter 14 - Businesses, there are sections of Article IV that we are requesting a waiver for two requirements within the Code. The Code requirements that we are requesting a waiver include:

1. Sec. 14-179 2 (a). Building shall have a minimum gross floor area of 3,500 square feet. Any areas used for dancing or entertainment shall be in addition to 3,500.
2. Sec. 14-179 2 (b). The dining area shall have a seating capacity to serve a minimum of 150 persons at a minimum of 15 square feet per person.

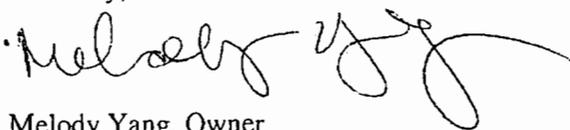
As part of the feasibility process, we have analyzed the market need in Wyoming and based on typical size of restaurants offering Thai cuisine, we feel that the size of our current location is typical for Thai restaurants and it will allow us to maintain an effective operation for many years to come. We have increased the size of our current location in Forest Hills area from roughly 1,100 SF to the current plans at Metro Health Village, which is planned for 1,856 SF. While we feel that our business model serves the market well, we also have learned that the capability to serve alcoholic beverages allows our restaurant to meet the requests of our patrons for evening dining.

Unlike other restaurants in the Wyoming area that serve a late-night patronage, we are more focused on lunch and evening dining. We have operated at our current location without any alcohol-related violations or incidents and we strive to create an environment focused on the full-service approach to delivering excellent atmosphere and cuisine.

As our business continues to grow, we hope that we can serve the Wyoming community with the highest level of service and commitment to quality. Enclosed you will find the completed application as well as a letter of reference from Grand Rapids Township.

If you have any questions, please feel free to contact me at _____ or melyang2011@gmail.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Melody Yang", with a long, sweeping flourish extending to the right.

Melody Yang, Owner
Little Bangkok Thai Restaurant

MICHAEL J. DeVRIES
SUPERVISOR

EDWARD J. ROBINETTE
CLERK

CHRIS AFENDOULIS
TREASURER



RUSTY MERCHANT
TRUSTEE

ROBERT W. ROTH
TRUSTEE

DAVID A. VANDYKE
TRUSTEE

LEE VANPOPERING
TRUSTEE

September 6, 2013

Heidi Isakson
City of Wyoming Clerk
1155 28th Street SW
Grand Rapids MI 49509

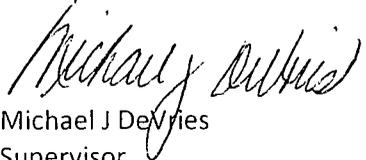
Dear Clerk Isakson,

Little Bangkok restaurant serves as a wonderful addition to the Forest Hills business district of Grand Rapids Charter Township. For over 8 years Little Bangkok owner Melody Yang and her staff have built a loyal cliental that contributes to the growth and success to the business.

A liquor license was approved for Little Bangkok to support them as they relocated to a larger facility less than a block from the original location which serves as an improved gathering place for the nearby Forest Hills Public Schools Fine Arts Center, Aquatic Center and Senior Center.

Grand Rapids Charter Township is pleased to have them as a neighborhood business partner that continues to prosper, provide jobs and contribute to the well-being of our community and we know that they will be great contributors to the business community to the City of Wyoming.

Sincerely,


Michael J DeVries
Supervisor
Grand Rapids Charter Township
MDV/bg

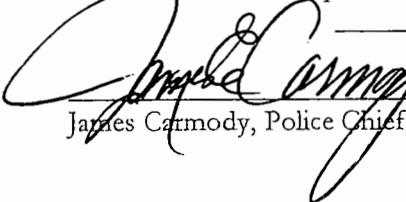
LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <u>White Elephant</u> <u>Melody Yang Inc</u>	PROPOSED LICENSE LOCATION: <u>2359 Health Dr.</u>
LICENSE TYPE: <u>Class C</u>	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No


James Carmody, Police Chief

Date: 9/25/13

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

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

Date: _____
Andrea Boot, Treasurer

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS _____ IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

Date: _____
James DeLange, Chief Building Inspector

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>White Elephant Inc</i>	PROPOSED LICENSE LOCATION: <i>2359 Health Dr SW</i>
LICENSE TYPE: <i>C</i>	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No

_____ Date: _____
James Carmody, Police Chief

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

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

Andrea Boot _____ Date: *9/16/2013*
Andrea Boot, Treasurer

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS _____ IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

_____ Date: _____
James DeLange, Chief Building Inspector

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>White Elephant Inc</i>	PROPOSED LICENSE LOCATION: <i>2359 Health Drive SW</i>
LICENSE TYPE:	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No

_____ Date: _____
James Carmody, Police Chief

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

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

_____ Date: _____
Andrea Boot, Treasurer

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS _____ IS NOT in compliance with Section 14-177 through 14-179 of the City Code.

James W DeLange
James DeLange, Chief Building Inspector

Date: *Sept 17, 2013*

Isakson, Heidi

From: Delange, Jim
Sent: Tuesday, September 17, 2013 5:10 PM
To: Isakson, Heidi
Cc: Rynbrandt, Becky
Subject: Little Bangkok Class C review 2355 Health Drive

Hello Heidi

1
2359

The above referenced restaurant does not meet the following City Codes for a Class C application. I will send the floor plan back to you inner departmental mail.

14-179

(2)

(a) requires a minimum 3,500 sq. ft. area. Proposed restaurant has 1,770 sq. ft. gross floor area.

(b) requires a minimum 150 seat dining area capacity at 15 sq. ft. @. At best the floor plan provided indicates 66 persons if all areas are calculated at 15 sq. ft.@ person. However the floor plan supplied shows fixed booth seating, loose tables and chairs and five seats at the bar which totals an occupant load of dining areas to 53 maximum.

Note—(d) requires storage and kitchen area of at least 50 % of all dining areas. This is met if the bar dispensing and liquor storage area is included in the calculation.

James W. De Lange
Chief Building Official
City of Wyoming, MI.
616-530-7292
delangej@wyomingmi.gov

Visit the City Manager's [Blog](#) for insights to Wyoming.

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE EMS
CONSORTIUM PARTNERSHIP CONTRACT

WHEREAS:

1. The Wyoming City Council adopted Resolution No. 24500 on June 17, 2013 for the purpose of creating a governance model to establish an ambulance consortium for communities in Kent County.
2. Six municipalities have developed the proposed "EMS Consortium Partnership Contract" to ensure and improve the quality of pre-hospital emergency medical services within Kent County.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming approves the attached "EMS Consortium Partnership Contract" and authorizes the Mayor and City Clerk to execute the agreement.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
EMS Consortium Partnership Contract

EMS CONSORTIUM PARTNERSHIP CONTRACT

This EMS Consortium Partnership Contract is made as of _____, 2013, among the following cities and townships, all of which are Michigan municipal corporations: the City of **East Grand Rapids** of 750 Lakeside Drive, SE, East Grand Rapids, MI 49506-3029, the City of **Grand Rapids** of 300 Monroe Ave., NW, Grand Rapids, MI 49503-2281, the City of **Kentwood** of 4900 Breton Ave, SE, PO Box 8848, the City of **Kentwood**, MI 49518-8848, **Plainfield** Charter Township of 6161 Belmont Ave, NE, Belmont, MI 49306-9609, the City of **Rockford** of 7 S Monroe St, Rockford, MI 49341-1229, and the City of **Wyoming** of 1155 28th Street, SW, PO Box 905, Wyoming, MI 49509-0905, (together, the “Partners”).

RECITALS

A. The Partners wish to ensure and improve the quality of pre-hospital emergency medical services within Kent County.

B. Part 209 of Michigan’s Public Health Code, 1978 PA 368, as amended, MCL 333.20901 *et seq.*, also known as the Emergency Medical Services Act (the “EMSA”), and Section 20948 in particular, MCL 333.20948, authorizes:

- (i) A local government or combination of local governments to operate or contract for ambulance and non-transport pre-hospital life support services;
- (ii) A local government to regulate ambulance operations, non-transport pre-hospital life support operations, and medical first responder services, providing the standards are not in conflict with or less stringent than those provided in the Public Health Code; and
- (iii) Funding of such efforts using state or federal funds, fees for services, special assessments, or other available funds.

C. The Municipal Partnership Act, 2011 PA 258, MCL 124.111 *et seq.* (the “MPA”), authorizes two or more local governments (defined to include cities and townships) to enter into a contract to form a joint endeavor to perform or exercise any function, service, power, or privilege the participants could each exercise separately.

D. Each partner is a local government as defined by both the Public Health Code and the MPA.

TERMS AND CONDITIONS

In exchange for the consideration in or referred to by this Contract, the parties agree:

1. **Terms and Interpretation.**

A. The following definitions shall apply to terms used in this Contract.

- (1) **Ambulance provider** means a person licensed under the EMSA to provide emergency medical services and patient transport in the Service Area.
- (2) **Consortium** means the EMS Consortium joint endeavor created under this Contract.
- (3) **Consortium Board** means the Board of Directors of the Consortium created under section 6 of this Contract.
- (4) **County** means Kent County, Michigan.
- (5) **Emergency medical services (“EMS”)** means the emergency medical services personnel, ambulances, non-transport pre-hospital life support vehicles, aircraft transport vehicles, medical first response vehicles, and equipment required for transport or treatment of an individual requiring medical first response services.

(6) **Kent County Emergency Medical Services ("KCEMS")** means the Medical Control Authority servicing Kent County as designated by the Michigan Department of Community Health and includes any agent for that Authority such as Kent County Emergency Medical Services, Inc.

(7) **Non-transport pre-hospital life support services** means the medical services provided by a person licensed under the EMSA to provide basic life support, limited advanced life support, or advanced life support at the scene of an emergency.

(8) **Pre-hospital emergency medical services** means ambulance operations, non-transport pre-hospital life support operations, and medical first responder services.

(9) **Service Area** means the combined jurisdictional limits of all Partners.

B. Other terms shall have the meanings provided in the EMSA or, if not in the EMSA, by common usage.

2. Purpose. While the Consortium is being created with broad authority, the Partners want to ensure there is common understanding of its focus.

A. The Consortium is created allow uniform regulation of pre-hospital emergency medical service providers. Initially, the Consortium will focus that regulatory authority on medical first responders, ambulance providers, and other service providers at the scene of a call for emergency medical services within the Service Area. As a single entity to enter into and enforce agreements with emergency medical service providers or to engage in licensing or other regulatory actions, the Consortium can better ensure that residents and recipients of emergency medical services receive the best possible care in the most efficient manner. Uniform standards and requirements may make it easier for emergency medical service providers to serve the Service Area.

B. This Contract addresses the services sought by a collaborative, partnership effort. It does not create an authority or separate entity though it enables the Partners to later do so if they desire. Under this Contract, all Partners are treated equally with respect to the Consortium while ensuring any share of the costs of the Consortium that each Partner pays is roughly proportional to each Partner's respective benefits as may be from time-to-time established by the Board in collaboration with the Partners' respective governing bodies.

C. It is intended that the Consortium will work with the KCEMS and current service providers and that it may engage the KCEMS and/or other experts in its efforts. This Contract is entered into without any predetermination as to quality of services currently being provided, how to improve those services, whether any contracts or regulations are needed, how any goals or requirements should be established and what, if any, other actions should be undertaken to maintain and/or improve emergency medical services and outcomes within the Service Area.

4. Formation. The Consortium is established by the Partners as of _____, 201_, to provide coordination, oversight, accountability, and improvement of pre-hospital emergency medical services for the Service Area.

5. Consortium Powers. The Consortium may do one or more of the following:

A. In consultation with the KCEMS, experts it engages, current service providers and others as it deems appropriate, study emergency medical services in the Service Area, and develop criteria, protocols, standards and goals for pre-hospital emergency medical services in the Service Area.

B. Negotiate and enter agreements with and/or license or otherwise regulate ambulance providers, medical first response service providers, and/or non-transport pre-hospital life support service providers to serve the various emergency medical needs in the Service Area.

C. Enter into other contracts the Consortium deems necessary or incidental to coordinating, regulating, or providing pre-hospital emergency medical services within the Service Area.

D. Acquire and hold, by purchase, lease with or without option to purchase, grant, gift, devise, land contract, installment purchase contract, bequest, or other legal means, real and personal property inside or outside the Service Area. The property may include franchises, easements, or rights-of-way on, under, or above any property. The Consortium may pay for the property with Consortium revenues, or pledge Consortium revenues for the payment for such property.

E. Provide for the maintenance of all of the real and personal property of the Consortium.

F. Employ a chief executive officer and such other officers and employees the Board deems necessary to carry out its objectives; establish policies with respect to the duties, qualifications, compensation, benefits, and other terms of employment of its employees; provide for the participation by its employees in retirement plans that may be offered by one or more of the Partners, establish its own retirement plans, or participate in other public programs for the provision of retirement benefits; and provide for the compensation of its employees. Alternatively or in addition, the Consortium may contract with one or more of the Partners or with others to provide personnel or services to the Consortium.

G. Apply for and accept grants or contributions from individuals, the federal government or any of its agencies, this state, a municipality, or other public or private agencies to be used for any purposes of the Consortium.

H. Receive revenues as may be appropriated by the Partners' governing bodies.

I. Transfer or receive assets under terms agreeable to the Partners as may be necessary in furtherance of its activities and objectives.

6. Governance.

A. The Consortium shall be governed by a Consortium Board of Directors consisting of 2 members selected by the governing body of each Partner who shall generally serve 4 year terms ending on June 30 of odd-numbered years. However, of those initially selected by each Partner, one member shall serve a term ending June 30, 2015, and the other shall serve a term ending June 30, 2017, so their terms are staggered. Each Consortium Board member shall serve at the pleasure of the appointing governing body and may be removed at any time by the appointing governing body, with or without any reason for such removal.

B. The Consortium Board members first appointed shall be appointed within 60 days of the effective date of this Contract.

C. A vacancy prior to the expiration of a term shall occur upon any of the following: (i) the death of the incumbent, (ii) the incumbent's resignation, effective upon acceptance by the member's appointing governing body either through a vote to accept or the appointment of a replacement, (iii) the incumbent's removal from office by the appointing governing body, (iv) the incumbent's ceasing to reside within the jurisdictional limits of the appointing Partner, (v) the incumbent's conviction of any felony or of any offense arising from the use or misuse of the incumbent's Consortium Board position, (vi) the decision of a court or other competent tribunal declaring void

the incumbent's appointment, or (vii) the incumbent repeatedly or egregiously fails to comply with the Consortium's policies or with bylaws or rules of the Consortium Board.

D. A vacancy on the Consortium Board shall be filled within 60 days of its occurrence in the same manner as the original appointment for the remainder of the unexpired term.

E. At its first meeting, the Consortium Board shall elect a chairperson and a secretary, and any other officers it considers necessary. Officers shall be elected by the Consortium Board annually at the first meeting following July 1 of each year.

(1) The chairperson shall preside at Consortium Board meetings and shall have all privileges and duties of a Consortium Board member, including the right to vote on all matters.

(2) The secretary shall keep or cause to be made all reports, records, and minutes required by this Contract or applicable law.

G. Consortium Board members shall serve without compensation, but may be reimbursed for reasonable expenses, including expenses for travel previously authorized by the Consortium Board incurred during the discharge of official duties.

H. The Consortium Board shall adopt bylaws and/or rules of conduct and procedure governing its meetings and business. They shall include provisions to address ethical standards for Consortium Board members and requiring the disclosure of any relationships that may give rise to conflicts of interest.

7. Board Meetings.

A. The Consortium Board shall meet at least quarterly and shall annually establish a meeting schedule which shall be posted at the principal place of business of each of the Partners, at the principal place of business of the Consortium, and, if developed, on the Consortium's website. Special meetings may be called by the chairperson or by the written request of three or more Consortium Board members. All members shall be notified in writing at least 18 hours prior to a special meeting.

B. The Consortium Board may meet at any location within the Service Area.

C. All business of the Consortium Board shall be conducted at meetings held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 *et seq.*, and all Consortium records subject to the Freedom of Information Act, 1976 PA 442, as amended, 15.231 *et seq.* Minutes of all Consortium Board meetings shall be prepared and approved as required by law with copies transmitted to each Partner reasonably promptly after each Consortium Board meeting.

8. Financing and Budget.

A. Initial funding for the Consortium shall consist of contributions from the Partners in the minimum amount of \$_____. After the initial contributions by the Partners, funding for the Consortium shall be provided from license or contract fees, grants from public or private persons or entities, gifts, bequests, other sources that may from time to time be available under terms and conditions acceptable to the Consortium Board or as otherwise agreed upon by resolution of the governing bodies of all Partners.

B. The Consortium may not levy or submit a question to electors for the levy of any taxes.

C. The Consortium's fiscal year shall be from July 1 to June 30.

D. The secretary of the Consortium Board shall make or cause to be made a full and complete report of the Board's financial transactions and affairs after each regular meeting. The report shall also be transmitted to the governing body of each Partner.

E. The annual budget and financial records for the Consortium shall be in accordance with generally accepted accounting principles applicable to municipal entities, and in compliance with the Uniform Budget Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 *et seq.* The financial records of the Consortium shall be audited annually by an independent public accountant whose audit may be conducted as part of the annual audit of any of the Partners. A copy of the auditor's report shall be submitted to the governing body of each Partner.

9. New Partners. Any "local government" as defined in the MPA may join the Consortium upon the approval of the Consortium Board upon a 2/3 vote of the members then serving and the approving resolution of the governing body of the joining local government which resolution shall require the joining local government to agree to the terms of this Contract as it may at that time have been amended and the local government shall also sign this Contract as it may have been amended as a party to this Contract.

10. Amendment, Withdrawal, Dissolution.

A. This Contract may be amended with the approval of the Consortium Board and the approving resolution of the governing body of each of the Partners.

B. Any Partner may withdraw from the Consortium upon a one-year written notice of withdrawal following the approval of its governing body, providing its withdrawal does not breach any Consortium contract or impair the ability of the Consortium to make any payments required of the Consortium.

C. The Consortium may be dissolved by a resolution adopted by a 2/3 vote of the Consortium Board and by the governing bodies of 2/3 of the Partners. However, if only two Partners remain, the Consortium may be dissolved by the resolution of the governing body of one or both of the remaining Partners. Upon dissolution, any real or personal property held or used by the Consortium shall be allocated and distributed in accordance with the following:

(1) All property, of any nature, titled to or otherwise owned by any Partner, shall remain the property of that Partner.

(2) All monies and funds, from whatever source, which are the property of the Consortium, shall be distributed between the Partners in accordance with the most recent contribution formula, after deducting any expenses associated with the dissolution of the Consortium Board and the Consortium.

(3) All other property shall be divided by agreement between the Partners or in accordance with the last contribution formula. If the Partners do not agree on the value attributed to the items of property, the property may be divided by any third party who the Partners jointly select to make such distribution. If the parties cannot agree, the property shall be divided by arbitration under the rules of the American Arbitration Association.

(4) Only Partners remaining at the time of the dissolution shall share in the distribution.

11. Dispute Resolution.

A. In case of a dispute arising from this Contract or any action taken pursuant to this Contract, the Partners shall have all remedies available under applicable laws, rules, and regulations.

B. However, no Partner may initiate an action in court unless it has first complied with the following procedures:

(1) The initiating Partner must send written notice to all other Partners setting forth particular facts of the dispute, any applicable legal basis for that Partner's position, and a suggested resolution. Representatives of the Partners must meet within 15 days to negotiate in good-faith toward a resolution to the alleged dispute.

(2) If the Partners cannot, in good faith, negotiate a resolution, the Partners must submit to mediation with a mutually acceptable private mediator. Any Partner may initiate this mediation at any time after the initial meeting between the Partners. The mediator shall have background and experience in: the subject matter that gave rise to the dispute; local governments; emergency medical services; and relevant laws, practices, procedures, and operations. In order to decide upon an acceptable mediator, the Partners shall timely exchange lists of proposed mediators, including the mediators' resumes, confirmation of each proposed mediator's willingness to act as a mediator in the dispute, any potential conflicts if known, any other qualifications, and the proposed mediators' hourly rates. Any Partner may remove unacceptable names from the list and number the remaining names in order of preference. The Partners retain the right to reject any proposed mediator, but must make good-faith efforts to select a mediator under this Contract. The Partners shall abide by the mediator's own rules regarding the conduct of the mediation or such other rules upon which the Partners may agree. The Partners shall evenly split the costs of mediation.

(3) If mediation is unsuccessful, any Partner may then file an action to enforce any portion of this Contract with the Kent County Circuit Court.

C. The losing Partner(s) must bear the prevailing Partner(s) costs and attorney's fees. All Partners expressly and irrevocably waive any right to trial by jury.

12. Term and Termination. The term of this Contract shall be 30 years though it may be terminated earlier by withdrawals or dissolution as provided above.

13. Miscellaneous. This is the entire agreement between the parties concerning its subject matter. There are no prior or contemporaneous agreements. This Contract may not be modified except in writing signed by all parties and approved by each Partner's governing body. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. The Partners each had the advice of their respective legal counsel before entering into this Contract and have therefore knowingly agreed to its terms and this Contract shall be construed as though it was mutually drafted. No Partner's waiver of a breach of any provision of this Agreement shall operate as or be construed to be a waiver of any subsequent breach of the same or another provision.

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

CITY OF EAST GRAND RAPIDS

By: _____
Amna Seibold, Mayor

Attest: _____
Karen Brower, Clerk

Date signed: _____, 2013

Approved by Res. No. _____, on _____, 2013

Approved as to form:

John Huff, City Attorney

CITY OF KENTWOOD

By: _____
Richard Clanton, Mayor

Attest: _____
Dan Kasunic, Clerk

Date signed: _____, 2013

Approved by Res. No. _____, on _____, 2013

Approved as to form:

Jeffrey V. H. Sluggett, City Attorney

CITY OF GRAND RAPIDS

By: _____
George Heartwell, Mayor

Attest: _____

Date signed: _____, 2013

Approved by Res. No. _____, on _____, 2013

Approved as to form:

Catherine Mish, City Attorney

PLAINFIELD CHARTER TOWNSHIP

By: _____
Jay Spenser, Supervisor

Attest: _____
Ruth Ann Karnes, Clerk

Date signed: _____, 2013

Approved by Res. No. _____, on _____, 2013

Approved as to form:

Eric Brandt, Township Attorney

CITY OF ROCKFORD

By: _____
Brien Dews, Mayor

Attest: _____
Christine Bedford, Clerk

Date signed: _____, 2013

Approved by Res. No. ____, on _____, 2013

Approved as to form:

Richard A. Wendt, City Attorney

CITY OF WYOMING

By: _____
Jack Poll, Mayor

Attest: _____
Heidi Isakson, City Clerk

Date signed: _____, 2013

Approved by Res. No. ____, on _____, 2013

Approved as to form:

Jack Sluiter, City Attorney

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
EXCECUTE AN AGREEMENT WITH BLACK & VEATCH CORPORATION FOR A
STATE OF MICHIGAN STORMWATER, ASSET MANAGEMENT, AND WASTEWATER
(SAW) GRANT GAP ANALYSIS

WHEREAS:

1. The State of Michigan has made available \$450 million for the development of asset management programs for wastewater treatment systems including collection systems.
2. The applications for a grant are due December 2, 2013.
3. It is in Wyoming's best interest to apply for a grant under the SAW program because the State of Michigan has said that asset management plans will be required in all future NPDES permits.
4. It is necessary to complete a gap analysis in order to gather the information necessary for a grant application.
5. On October 14, 2013, Black & Veatch Corporation submitted the attached proposal to conduct the necessary gap analysis in support of the application deadline.
6. The \$46,000 cost of said gap analysis is eligible for 90% reimbursement through the SAW grant program.
7. Sufficient funds are available in the sewer fund to finance this effort, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with Black & Veatch Corporation for the gap analysis and to 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 October 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Agreement

Staff Report

Date: August 13, 2013
Subject: Gap Analysis in Support of SAW Grant Application
From: Myron Erickson, PE, Clean Water Plant Superintendent
Meeting Date: October 21, 2013

Recommendation:

Staff recommends authorizing Black & Veatch Corporation to conduct the gap analysis in support of our application for a State of Michigan SAW grant.

Sustainability Criteria:

Environmental Quality – Development of an asset management program for the Clean Water Plant system is vital for the future maintenance and viability of the plant, which ensures that Wyoming continues to protect and enhance the local water environment.

Social Equity – The Clean Water Plant's function is to provide wastewater treatment and environmental protection to all citizens of Wyoming without regard to social status.

Economic Strength – This grant application will provide a gap analysis in support of a grant eligible program that will be required of Wyoming regardless. Hence it makes strong financial sense to apply for the grant.

Discussion:

In July, 2013, the City was made aware that the State of Michigan had made available \$450 million to be awarded as grants to Michigan communities specifically for the development of wastewater treatment system asset management programs. Such programs will be required of Wyoming in its next NPDES permit, which will be due in 2015. The grant application process has a deadline of December 2, 2013, a timeline tight enough to require assistance in the preparation of the grant application. The first step in the application process is a gap analysis. Because of this deadline, we have solicited proposals to conduct the gap analysis. Black & Veatch has submitted a proposal that fulfills our needs at a cost of \$46,000, which amount is eligible under the SAW grant program for a 90% reimbursement.

Wyoming will be eligible for a grant of up to \$2 million for this work, and the gap analysis will determine the exact amount for which the City will need to apply. Although the situation may seem rushed, our chances of receiving a grant to do this work that will be required of us eventually are greatly diminished if we miss the December 2, 2013 deadline. Hence, we are requesting approval without hesitation. Finally, the City Council will be asked to approve a Resolution of Support as a part of the grant application itself.

Budget Impact:

Sufficient funds are available in the Sewer Fund to conduct this gap analysis and submit the application.

AGREEMENT

An Agreement made this _____ day of _____, 2013 between the City of Wyoming, a municipal corporation of 1155 - 28th Street SW, Wyoming, Michigan 49509 (hereinafter "City") and Black & Veatch Corporation, a corporation having an office located at 125 Ottawa Ave NW, Suite 380, Grand Rapids, Michigan 49503 (hereinafter "Consultant"), the terms of which are as follows:

1. The City hereby hires Consultant to perform consulting services to prepare a gap analysis in support of the application of a SAW Grant from the State of Michigan.
2. The work to be performed shall be in accordance with the Proposal dated October 14, 2013, and the customary standard of professional care.
3. Payment shall be made in accordance with the hourly rates contained in the proposal and upon billing for work completed in the amount of \$46,000. Undisputed portions of invoices are due within 30 days.
4. Upon completion of the services or in the event of a termination of the contract during the performance of the services, all completed work, and/or work in progress shall become the property of the City upon payment for the work.
5. Consultant is an independent contractor and the City is hiring consultant for professional services. All officers, agents and employees of consultant shall at all times be considered employees of consultant and not of the City.
6. This Agreement contains the entire agreement between the parties and may not be modified except in writing by mutual consent.

City of Wyoming

Black & Veatch Corporation

Jack Poll
Its Mayor

Heidi A. Isakson
Its City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO APPROVE AND ADOPT
THE CITY OF WYOMING-CITY OF GRANDVILLE CONNECTION AGREEMENT

WHEREAS:

1. The attached City of Wyoming-City of Grandville Connection Agreement was negotiated between representatives of the City of Wyoming and the City of Grandville.
2. The Grandville City Council approved, adopted, and executed the Agreement on September 23, 2013.
3. The representatives for the City of Wyoming unanimously recommend that the Agreement be approved and adopted by the Wyoming City Council effective November 1, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to approve and adopt the City of Wyoming-City of Grandville Connection Agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2013.

ATTACHMENTS:

Staff Report
Agreement

Heidi A. Isakson, Wyoming City Clerk

Staff Report

Date: October 14, 2013
Subject: Grandville Connection Agreement
From: Tom Kent, Deputy Director of Public Works

Recommendation: Staff recommends adoption of the attached Connection Agreement with the City of Grandville. This new agreement restates the existing contractual arrangements between the two cities to reflect only permitted, occasional use of an existing force main that connects the Grandville Clean Water Plant with the Wyoming Clean Water Plant (CWP).

Sustainability Criteria:

Environmental Quality – The Grandville force main was in daily use prior to the expansion of their wastewater plant in 2012. This force main is an important asset that provides an additional layer of environmental protection and may be used when the Grandville plant is unable to process the required amount of wastewater due to a system failure, required maintenance activities, or some other extraordinary event. Wastewater from Grandville will only be accepted with Wyoming’s permission and so long as the acceptance does not cause an upset or compliance issue at the Wyoming CWP.

Social Equity – The continued use of this force main in a manner that protects the environment provides an important social benefit to everyone in the watershed.

Economic Strength – The Connection Agreement specifies preventative maintenance and prudent operational procedures that will help to preserve this asset and keep it in good working condition for long term use.

Discussion:

Over the past several months, we’ve been working on a new wastewater agreement with the City of Grandville. Grandville completed the expansion of their wastewater treatment plant in 2012 and has ceased to routinely discharge wastewater to the Wyoming CWP. As a result, we feel it is important to develop a new agreement that restates their current relationship with the City of Wyoming. The new connection agreement includes the following key provisions:

- Grandville currently owns the existing force main that connects the two utility plants and will be responsible for performing the ongoing maintenance and repair necessary to keep the main in good working condition.

- Grandville may use the force main to discharge wastewater to the Wyoming Clean Water Plant only occasionally as needed for emergency purposes or during times of plant maintenance or upset at their facility.
- Grandville must seek Wyoming's prior approval and provide notification of the amount and duration of wastewater flow during any proposed diversion event.
- Wyoming is responsible for keeping the flow metering equipment located at the Wyoming CWP in good working condition so that any wastewater discharged to Wyoming will be accurately metered and billed to the City of Grandville.
- Wyoming will charge an annual readiness-to-serve charge of \$1,000, with an annual inflation escalator of 3%, to cover the costs of maintaining the flow metering equipment.
- Wyoming will charge Grandville the average per unit rate being charged to all wholesale customers for any wastewater diverted to the Wyoming plant.
- Standard contract language regarding default, dispute resolution, agreement cancellation, notification, and indemnification is also included in the agreement.
- The term of the agreement is 40 years and includes the option to extend.

The Grandville City Council has previously reviewed and approved this agreement and their Mayor has executed the Connection Agreement as of September 23, 2013.

Budget Impact:

There is no significant impact to the budget as the inflation adjusted readiness-to-serve charges cover Wyoming's cost to maintain the metering equipment and any wastewater diverted to Wyoming from Grandville for treatment will be billed at the average wholesale customer rate.

CONNECTION AGREEMENT

THIS CONNECTION AGREEMENT (the "Agreement") dated as of _____, 2013, by and between the **CITY OF WYOMING**, Kent County, Michigan, a Michigan municipal corporation ("Wyoming"), whose address is 1155 28th Street S.W., Wyoming, Michigan, 49509, and the **CITY OF GRANDVILLE**, Kent County, Michigan, a Michigan municipal corporation ("Grandville"), whose address is 3195 Wilson Avenue, S.W., Grandville, Michigan 49418.

RECITALS

A. Grandville owns and operates the Grandville Clean Water Plant (the "Grandville CWP") along with other related and appurtenant facilities and equipment (the "Grandville Sewer System") for the benefit of sanitary sewer system users within its constituent municipalities, i.e., Grandville, Georgetown Township, Jamestown Township and Hudsonville (the "Constituent Municipalities").

B. Prior to the commencement of the expansion and improvement of the Grandville CWP, sanitary sewage originating from the Grandville Sewer System and certain adjacent areas was collected and transported to the City of Wyoming Clean Water Plant (the "Wyoming CWP") via a force main connection located between the Grandville CWP and the Wyoming CWP for treatment and disposal at the Wyoming CWP.

C. The force main connection to the Wyoming CWP, while not routinely utilized, continues to exist and Wyoming and Grandville believe it is beneficial to provide for the diversion of sanitary sewage flow from the Grandville CWP to the Wyoming CWP when necessary and as requested by Grandville.

NOW, THEREFORE, in consideration of the respective representations and agreements contained herein, Wyoming and Grandville agree as follows:

Section 1. Diversion Permitted. Wyoming will permit, in accordance with the terms and conditions of this Agreement, sanitary sewage flow originating in the Grandville Sewer System and which would otherwise be treated and disposed of at the Grandville CWP to be diverted through the existing force main for treatment and disposal at the Wyoming CWP.

Section 2. Notification and Approval Protocol.

a. If Grandville desires, to direct sanitary sewage from the Grandville Sewer System through the existing force main to the Wyoming CWP, it shall make a request in person or by telephone with immediate confirmation by e-mail to Wyoming's Utility Plant Superintendent or his or her designee identified in writing by Wyoming to Grandville (the "Wyoming Representative"). The request shall be made to Wyoming by the Grandville CWP Plant Superintendent or his or her designee as identified in writing by Grandville to Wyoming (the "Grandville Representative"). The request shall include the time at which the proposed diversion would occur, the estimated flow rate, the estimated duration of the diversion and the name and mobile telephone number of the Grandville employee or agent responsible for Grandville undertaking the diversion through the force main. Wyoming shall promptly respond to the request and shall, at its discretion, approve the diversion, specify the time during which the diversion may occur and the average and maximum rates of flow permitted. Upon approval by Wyoming, Grandville shall be responsible for operating the valves as necessary to permit the diversion of flow in accordance with the conditions of Wyoming's approval. Where there is an immediate risk to public health, safety and welfare if the diversion does not immediately occur and if, after making a diligent effort, the Grandville Representative has been unable to contact

the Wyoming Representative, Grandville may operate the necessary valves to permit a diversion, provided, the Grandville Representative shall continue to diligently make efforts to contact the Wyoming Representative for approval. If, after making contact, the Wyoming Representative does not subsequently approve the diversion, Grandville shall immediately discontinue the diversion.

b. Approval of a diversion by Wyoming is subject to its determination that additional sanitary sewage flow will not cause an upset, sewer back-up, or other imminent risk to the Wyoming CWP or contribute to the Wyoming CWP experiencing a sanitary sewer overflow, NPDES permit violation or a violation of the Clean Air Act.

c. Promptly after the event requiring the diversion has abated, Grandville shall discontinue the diversion and, as necessary, close the valves to the force main. Grandville shall promptly notify the Wyoming Representative in person or by telephone of such discontinuance.

d. Subsequent to any Grandville Sewer System sanitary sewage entering the Wyoming CWP through the force main, Grandville shall promptly conduct thorough flushing of the force main with a sufficient volume of clear water to evacuate any residual sanitary sewage present in the force main.

e. All Grandville Sewer System sanitary sewage diverted to the Wyoming CWP shall be metered by Wyoming for billing pursuant to Section 5 hereof.

Section 3. Maintenance and Repair.

a. Grandville shall be responsible at its sole cost for the maintenance and repair of the sanitary sewer force main from the Grandville CWP including all valves. Grandville may open and close the valves from time to time to ensure their proper operation. In the event such maintenance and repair will result in Grandville Sewer System sanitary sewage entering the

Wyoming CWP, Grandville may only do so with the prior approval by Wyoming which approval shall specify the rate of flow and the period of time that such flow may continue.

b. Subsequent to any Grandville Sewer System sanitary sewage entering the Wyoming CWP through the force main due to routine maintenance operations, Grandville shall promptly conduct thorough flushing of the force main with a sufficient volume of clear water to evacuate any residual sanitary sewage present in the force main.

c. All Grandville Sewer System sanitary sewage entering the Wyoming CWP during such maintenance and repair operation shall be metered by Wyoming for billing pursuant to Section 5 hereof.

d. The force main between the Grandville CWP and the Wyoming CWP is being utilized only on an occasional basis. Grandville employees, representatives and agents shall inspect this force main at least annually for the purpose of determining that such force main will be functional in the event of a diversion. Grandville shall advise Wyoming of the results of any inspections. If Wyoming determines that maintenance or repair of the force main is required or Grandville , upon inspection of the force main, determines that maintenance or repair is required to assure its use in a diversion of Grandville Sewer System sanitary sewage flow, Grandville shall , at its sole cost, perform maintenance and repairs as necessary.

Section 4. Metering of Flow. In the event of the diversion of Grandville Sewer System sanitary sewage pursuant to Section 2 hereof or maintenance or repair activities pursuant to Section 3 hereof, Grandville Sewer System sanitary sewage flow entering the Wyoming CWP shall be metered at the Wyoming CWP by an accurate, annually tested meter. The existing metering equipment shall be utilized and shall be maintained, repaired and read by Wyoming. All meter testing results shall be available for review upon request. For the purpose of billing,

all meter readings shall be recorded and reported by Wyoming and a copy of the recorded meter readings shall be provided to Grandville.

Section 5. Charges for Service.

a. In the event of the diversion of Grandville Sewer System sanitary sewage pursuant to Section 2 hereof or maintenance and repair activities pursuant to Section 3 hereof, Wyoming shall invoice Grandville for such flow entering the Wyoming CWP at a rate equal to the average per unit rate being charged to all wholesale customer communities of the Wyoming Sewer System.

b. Following a diversion event or at 30-day intervals if a diversion event continues for more than 30 days, Wyoming will invoice Grandville for the diverted sanitary sewage flow and Grandville shall pay such bill within 60 days of the invoicing date. If the invoice is not paid within such 60-day period, there shall be added to the amount due a service charge equal to 1.5% per month on the unpaid amount from the date such amount first became due and payable.

c. In addition, Grandville shall pay Wyoming an annual readiness-to-serve charge. The amount of the first annual readiness-to-serve charge is \$1,000 and shall be due and payable on the effective date of this Agreement. Thereafter, the readiness-to-serve charge for each annual period shall be paid by Grandville to Wyoming in an amount equal to the prior annual period's readiness-to-serve charge plus 3% of such amount and shall be due and payable on each annual anniversary date of the effective date of this Agreement as indicated in Section 13 hereof. The readiness-to-serve charge shall be refundable on a pro-rated basis in the event of the termination of this agreement.

Section 6. Facility Access. Grandville shall, upon reasonable notice, permit Wyoming, its employees, officers, agents and contractors access to the force main and related

valves at such time that Grandville requests the diversion of Grandville Sewer System sanitary sewage to the Wyoming CWP and at all reasonable times during the continuance of such diversion. In addition, Grandville shall, upon reasonable notice, permit Wyoming, its employees, officers, agents and contractors to observe testing by Grandville of valves and other facilities related to the force main connection. Wyoming shall, upon reasonable notice, permit Grandville, its employees, officers, agents and contractors access to the metering facility located at the Wyoming CWP at such time that Grandville requests the diversion of Grandville Sewer System sanitary sewage to the Wyoming CWP and at all reasonable times during the continuance of such diversion. In addition, Wyoming shall, upon reasonable notice, permit Grandville, its employees, officers, agents and contractors to observe testing by Wyoming of metering equipment and other facilities related to the force main connection.

Section 7. Character of Sanitary Sewage. No sanitary sewage emanating from the Grandville Sewer System and entering the Wyoming CWP shall have characteristics that (a) may cause damage to the Wyoming CWP infrastructure, or (b) may create a risk to public health, safety and welfare at the Wyoming CWP, or (c) are detrimental to the effective operation of Wyoming's treatment facilities, or (d) will require an unusually large treatment expense. Grandville agrees to pay all fines, charges or costs of actions against Wyoming resulting from the diversion of Grandville Sewer System sanitary sewage to the Wyoming CWP. Further, Grandville agrees to pay the cost of repair or replacement of any damage to the Wyoming CWP resulting from such diversion.

Section 8. Indemnification. To the extent permitted by law Grandville agrees, at its expense, to defend, indemnify and hold harmless Wyoming, its council, officers, employees and agents (the "Wyoming Indemnified Party" or "Wyoming Indemnified Parties") from and against

all claims, damages, expenses, liabilities and losses of any character or nature whatsoever arising out of or resulting from injury or damage to persons or property with respect to (a) the nature, content or composition of sanitary sewage of the Grandville Sewer System entering the Wyoming CWP during a diversion event and (b) Grandville's ownership, operation, construction, repair, replacement and maintenance of the Grandville Sewer System including, but not limited to, the force main. The indemnified obligations shall include the payment of all reasonable attorneys' fees and other expenses of defense. Grandville reserves the right to approve legal counsel and such approval shall not be unreasonably withheld. Grandville shall have the option to settle any such claim, demand or liability on such terms as it shall determine. In providing the indemnification set forth above, Grandville is not waiving any defenses otherwise available to it by law provided such defenses are also available to and asserted by Grandville for the benefit of the Wyoming Indemnified Parties. Grandville shall not be responsible for the indemnification obligations set forth above with respect to any Wyoming Indemnified Party to the extent that the Wyoming Indemnified Party has waived a defense which was otherwise available to it by law.

Section 9. Term. This Agreement shall be effective upon the date as set forth in Section 13 hereof and shall continue for an initial term of 40 years. Prior to the expiration of the initial 40 year term of this Agreement, Wyoming and Grandville agree to consider the approval of an extension of the term of this Agreement on the same terms and provisions or other mutually agreeable terms and provisions. Notwithstanding any other provisions of this Agreement including the above provisions of this Section 9, either party to this Agreement may terminate this Agreement at any time for any reason upon not less than 90 days' notice given to the other party pursuant to Section 12 hereof.

Wyoming: City of Wyoming Clean Water Plant
2350 Ivanrest Avenue S.W.
Wyoming, Michigan 49418
Attention: Utility Plant Superintendent
Telephone: (616) 261-3550

Grandville: City of Grandville Clean Water Plant
15 Baldwin Street S.W.
Jenison, Michigan 49428
Attention: Clean Water Plant Superintendent
Telephone: (616) 457-0720

Section 13. Effective Date. This Agreement shall be effective November 1, 2013.

Section 14. Miscellaneous.

a. If any provision of this Agreement is unenforceable, in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement as circumstances require, and this Agreement shall be construed as if such provision had been incorporated in this Agreement as so limited, or as if such provision had not been included in this Agreement, as the case may be.

b. Neither party may assign this Agreement without the written consent of the other party.

c. This Agreement contains all of the representations and statements by each party to the other and expresses the entire understanding between the parties with respect to the subject matter of this Agreement.

d. This Agreement may only be amended by written agreement signed by the parties.

e. This Agreement shall be governed and construed under the laws of the State of Michigan.

IN WITNESS WHEREOF, Wyoming and Grandville have caused these presents to be signed by their respective duly authorized officers as of the day and year first written above.

CITY OF WYOMING

By: _____
Jack Poll, Mayor

Attest: _____
Heidi Isakson, City Clerk

CITY OF GRANDVILLE

By: James Buck
James Buck, Mayor

Attest: Mary Meines
Mary Meines, City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE CHANGE ORDER NO. 1 TO THE
2013 WYOMING RESURFACING PROGRAM

WHEREAS:

1. On June 17, 2013, the City of Council awarded a contract for the Wyoming Resurfacing Program to Michigan Paving and Materials Company in the amount of \$1,562,016.64.
2. The program involves rotomilling and resurfacing asphalt pavement of various streets throughout the City of Wyoming as annual major maintenance.
3. Fifty-sixth Street west of Byron Center Avenue has experienced drainage problems from recent storm events, and the pavement has deteriorated at an accelerated rate elevating the need to resurface this section of roadway.
4. The section of 56th Street can be added to the resurfacing program to improve the drainage and reconstruct the asphalt pavement, adding an estimated amount of \$95,000.00 to the contract.
5. The additional costs for this project can be financed out of the Capital Improvement Program Fund Account Number 400-441-50200-972502, Major Street Resurfacing.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Change Order No. 1 to mill and resurface 56th Street west of Byron Center Avenue and regrade the section to improve drainage and reduce standing water as part of the 2013 Wyoming Resurfacing Program in the amount of \$95,000.00.

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 October 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: October 16, 2013
Subject: Wyoming Resurfacing Program – Change order No. 1
From: William D. Dooley, Director of Public Works
Meeting Date: October 21, 2013

Recommendation:

Staff recommends milling and resurfacing 56th Street west of Byron Center Avenue to improve the street drainage and repair the deteriorating asphalt pavement in the amount of \$95,000.00.

Sustainability Criteria:

Environmental Quality – Smooth pavement provides greater fuel efficiency and reduces maintenance on vehicles travelling the roadways.

Social Equity – The resurfacing program is based upon reducing the required maintenance of streets based upon their current condition and is not influenced by social considerations during selection of priority.

Economic Strength – Providing a well maintained infrastructure will add to the economic strength of a community allowing safe and efficient commercial and vehicular travel.

Discussion:

On June 4, 2013, the City of Wyoming received three (3) bids for the 2013 Wyoming Resurfacing Program with Michigan Paving and Materials Company submitting a bid of \$1,562,016.64. The program involves rotomilling and resurfacing asphalt pavement of various streets throughout the City of Wyoming as annual major maintenance. Fifty-sixth Street west of Byron Center Avenue has experienced drainage problems from recent storm events and the pavement has deteriorated at an accelerated rate elevating the need to resurface this section of roadway. The section of 56th Street can be added to the resurfacing program to improve the drainage and reconstruct the asphalt pavement, adding an estimated amount of \$95,000.00 to the contract.

It is recommended that the City Council approve Change Order No. 1 to the 2013 Wyoming Resurfacing Project for the 56th Street, west of Byron Center Avenue, repair in the amount of \$95,000.00.

Budget Impact:

Funds are available in the Capital Improvements Program Fund.

Attachments:

Change Order No. 1

CHANGE ORDER NO. 1

PROJECT: 2013 Wyoming Resurfacing Program
CONTRACTOR: Michigan Paving and Materials Company
CONTRACT DATE: June 17, 2013
DESCRIPTION: 56th Street West of Byron Center Avenue reconstruction

Contract Amount Prior to Change Order No. 1	\$1,562,016.64
Increase Resulting from Change Order No. 1	<u>\$ 95,000.00</u>
Adjusted Contract Amount	\$1,657,016.64

CITY OF WYOMING

Jack A. Poll
Mayor

Heidi A. Isakson
City Clerk

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR
CUL-DE-SAC SNOWPLOWING TO KATERBERG VERHAGE, INC.

WHEREAS:

1. On October 4, 2010, the City Council approved a three-year bid to Katerberg Verhage, Inc. for cul-de-sac snowplowing under Resolution 23701.
2. Katerberg Verhage, Inc. has agreed to extend their bid pricing for three additional fiscal years. The unit pricing from fiscal year 2013 shall remain unchanged as follows: Area 3 and Area 5, \$13.27 per cul-de-sac; and Area 4a, Area 4b and Area 4c, \$12.27 per cul-de-sac.
3. It is in the best interest of Wyoming to extend the existing bid for three additional years.
4. The Public Works Department anticipates spending \$4,477.04 per plowing occasion for cul-de-sac snowplowing. Sufficient funds have been budgeted in the Street Fund, Local Street Winter Maintenance Account: 203-441-47800-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extends the bid for cul-de-sac snowplowing to Katerberg Verhage, Inc. for fiscal years 2014, 2015 and 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 October 21, 2013.

 Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
 Staff Report

STAFF REPORT

DATE: September 11, 2013
SUBJECT: Bid Extension, Cul-de-sac Snowplowing
FROM: Jodie Theis, Contracts and Procurement Supervisor
Date of Meeting: October 21, 2013

RECOMMENDATION

It is recommended that the City Council extend the bid for cul-de-sac snowplowing to Katerberg Verhage, Inc. for fiscal years 2014, 2015 and 2016.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare.

Social Equity

Snowplowing is provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's snowplowing.

Economic Strength

The high quality snowplowing allows the Public Works Department to maintain the City's roadways which sustains public and private property values.

DISCUSSION

On October 4, 2010, the City Council approved a three-year bid to Katerberg Verhage, Inc. for cul-de-sac snowplowing under Resolution 23701. The City of Wyoming has approximately 490 cul-de-sacs that are divided into seven geographical areas with 53 to 87 cul-de-sacs in each area. The City of Wyoming plows areas 1 and 2 and Katerberg Verhage, Inc. was contracted to plow the remaining 5 areas.

Katerberg Verhage, Inc. has agreed to extend their bid pricing for three additional fiscal years. The unit pricing from fiscal year 2013 shall remain unchanged as follows: Area 3 and Area 5, \$13.27 per cul-de-sac; and Area 4a, Area 4b and Area 4c, \$12.27 per cul-de-sac.

BUDGET IMPACT

The Public Works Department anticipates spending \$4,477.04 per plowing occasion for cul-de-sac snowplowing.

Sufficient funds have been budgeted in the Street Fund, Local Street Winter Maintenance Account: 203-441-47800-930.000.

BID EXTENSION LETTER

3717 Michigan St. N.E.
Grand Rapids, MI 49525



Office (616) 949-3030
Fax (616) 831-0078

KATERBERG VERHAGE LANDSCAPE/ SNOW MANAGEMENT SERVICES

Date 8/6/2013
Name City of Wyoming Public Works
Address 2880 Burlingame Ave SW
City-State Wyoming , MI 49509

Snowplowing proposal for 3 year extension from 2013-2016 seasons.

** Pricing includes the addition of the 2 cul de sacs in the 4-A area

Season

2013-2014	Area 3 and 5	\$ 13.27 per ods	
	Area 4A , 4B, and 4C	\$ 12.27 per ods	
		Total per occasion	\$ 4,477.04
2014-2015	Area 3 and 5	\$ 13.27 per ods	
	Area 4A , 4B, and 4C	\$ 12.27 per ods	
		Total per occasion	\$ 4,477.04
2015-2016	Area 3 and 5	\$ 13.27 per ods	
	Area 4A , 4B, and 4C	\$ 12.27 per ods	
		Total per occasion	\$ 4,477.04

Please sign and date upon acceptance

Thanks for the opportunity to provide snowplow service.

Marc Ver Hage

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO
THE AGREEMENT WITH
ALL CITY MANAGEMENT SERVICES (ACMS)
FOR CROSSING GUARD SERVICES

WHEREAS:

1. The City Council approved Resolution #24477 on May 20, 2013 executing an agreement with All City Management Services (ACMS) to provide crossing guard services.
2. As detailed in the attached Staff Report from the Wyoming Police Department Captain, ACMS has provided the City an Amendment to the Agreement and it is recommended the City Council accept the Amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute an Amendment to the Agreement with ACMS for Crossing Guard 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 October 21, 2013.

ATTACHMENTS:

Staff Report
Agreement
Amendment

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 14, 2013
Subject: Privatization of Crossing Guard Services (Amendment to Contract)
From: Captain Kim Koster
Meeting Date: October 21, 2013

Recommendation:

It is recommended that the City of Wyoming agree to amend the contract with All City Management Services (ACMS), a private company that provides complete crossing guard services. Amending the contract to account for a mathematical error will ensure that there is no interruption or decline in the quality of crossing guard services which are currently provided to the schools and families in our community.

Sustainability Criteria:

Environmental Responsibility – This proposal will have no impact on the environment or our natural resources.

Social Equity – Contracting our crossing guard services provides a reliable and consistent service to community members, regardless of income or socio-economic status, who must rely on the fact that their children can walk safely to school.

Economic Strength – Continuing our contract with ACMS will provide quality crossing guard services to our community while freeing up departmental personnel to focus on other issues.

Discussion:

The original not-to-exceed amount of \$53,151 in the contract was based on 2,250 hours of service with an hourly rate of \$23.62. Shortly after signing the contract, All City Management Services, Inc. discovered an error in their calculation of hours required in order to fulfill the delivery of service that was promised. After much negotiation, All City Management Services, Inc. has agreed to provide the additional 225 hours needed at minimal cost. ACMS has agreed to reduce their hourly rate to \$22.27 per hour for the total hours needed (2,475) for the entire term of the contract. Therefore, the amended not-to-exceed amount will be \$55,118, an annual increase of \$1,967.

The alternatives to amending the contract would not only create an interruption of service, but we would also lose the benefit of privatization as there are no other known companies within the state of Michigan who currently provide this service. Despite this initial error, our experience with ACMS has been very positive in terms of their administrative and operational performance. They have demonstrated that they are experts in the crossing guard business.

Budget Impact:

The amended not-to-exceed amount of \$55,118 is higher than the \$52,092 budgeted for FY 2014. However, this amount remains less than the estimated \$56,361 cost of managing our own program when other factors are included.

ACMS currently provides all services related to the crossing guard program, including: human resources functions, accounting, payroll, training, equipment, liability insurance, supervision and management.

**AGREEMENT BETWEEN THE CITY OF WYOMING, MI AND
ALL CITY MANAGEMENT SERVICES, INC.
FOR CROSSING GUARD SERVICES**

This AGREEMENT made and entered into this 11th day of June, 2013, by and between the CITY OF WYOMING, MI a municipal corporation, hereinafter called the "City", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called the "Contractor";

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences July 1, 2013 and ends on June 30, 2015 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by City of Wyoming. The Contractor shall perform operational duties at the direction of the Chief of Police or his/her representative.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
6. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
7. In the performance of their duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of Michigan and the City of Wyoming.
8. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of Michigan and the City of Wyoming pertaining to general pedestrian safety in school crossing areas.
9. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which the designated schools in the City of Wyoming are in session. The Contractor also agrees to maintain communication with the designated school to maintain proper scheduling.

10. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
11. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by Certified Mail, Return Receipt Requested has been given to the Chief of Police or other representative designated by the City.
12. Contractor agrees to indemnify the City, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
13. Either party shall have the right to cancel this Agreement by giving sixty (60) days written notice to the other.

14. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City.
15. The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Twenty-three Dollars and Sixty-two Cents (**\$23.62**) per hour, per guard. Based upon 2,250 hours of service annually the Not to Exceed price to the City totals: \$53,145.00. The City agrees to a minimum of 2,200 hours of service billing annually, unless Contractor fails to perform services.
16. The City of Wyoming shall have an option to renew this contract for an additional two year term. In the event that this Agreement is extended beyond June 30, 2015, the compensation and terms for services shall be established by mutual consent of both parties.

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

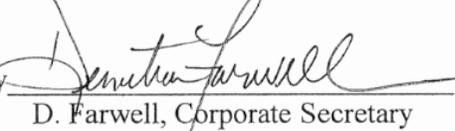
City of Wyoming, MI

By 
Signature

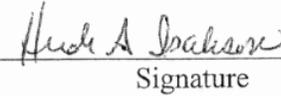
JACK A. POLL, MAYOR
Print Name and Title

Date 6-10-13

All City Management Services, Inc.

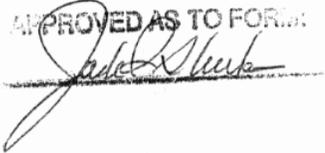
By 
D. Farwell, Corporate Secretary

Date 6/5/13

By 
Signature

Heidi A. Isakson, City Clerk
Print Name and Title

Date June 11, 2013

APPROVED AS TO FORM:


**Amendment to Agreement between
All City Management Services, Inc. and the City of Wyoming
for providing School Crossing Guard Services**

The **City of Wyoming** hereinafter referred to as the "City", and **All City Management Services, Inc.**, located at 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670, hereinafter referred to as the "Consultant", mutually agree to amend the existing Agreement entered into June 11, 2013 as follows:

1. **Item I.** The City and the Consultant agree to reduce the hourly billing rate to Twenty-two dollars and Twenty-seven cents (\$22.27) per hour, per guard for the term of this Agreement for the 2013 - 2015 school years.
2. **Item II.** The City agrees to pay Consultant for services rendered pursuant to the Agreement a sum Not to Exceed \$55,118 for a revised total of 2,475 hours of annual service.

Except as provided for in Item I and Item II, all other terms and conditions of the original Agreement and Amendments thereto between the City and the Consultant remain in effect.

City of Wyoming, MI

All City Management Services, Inc

By _____

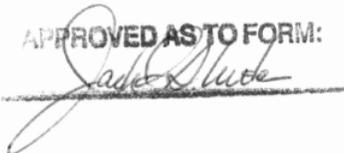
By _____

D. Farwell, Corporate Secretary

Date _____

Date _____

APPROVED AS TO FORM:



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE KAMMINGA & ROODVOETS, INC.
TO REPAIR A JOINT ON THE 54-INCH TRANSMISSION LINE

WHEREAS:

1. As detailed in the attached Staff Report, quotations were received to repair a joint on the 54-inch transmission line located at the intersection of New Holland and Butternut Drive.
2. Kamminga & Roodvoets, Inc. provided the low quotation in the amount of \$23,890.00.
3. Repair of the joint in the 54-inch transmission line will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize Kamminga & Roodvoets, Inc. to repair the 54-inch transmission line in the amount of \$23,890.00.
2. 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 October 21, 2013.

ATTACHMENTS:
Budget Amendment
Staff Report
Quotations

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 14, 2013
Subject: 54-inch Transmission Main Joint Repair
From: Gerald Caron, Superintendent
Meeting Date: October 21, 2013

Recommendation:

It is recommended that the City Council authorize Kamminga & Roodvoets, Inc. (K&R) to repair a joint on the 54-inch transmission main located at the intersection of New Holland and Butternut Drive at a cost of \$23,890.00.

Sustainability Criteria:

Environmental Quality – By repairing the joint on the 54-inch transmission main, we are helping to ensure that the City of Wyoming and its customers have safe drinking water and fire protection.

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 soliciting proposals from qualified firms to perform this repair the Utilities Department is insuring that we get the best value for this necessary service. This results in the lowest rate possible for our residents and customers.

Discussion:

During the month of October 2012, we were informed that an underground utilities contractor had bumped into our 54-inch transmission main when performing a boring under New Holland Road. To insure that the contractor did not damage the 54-inch main, we hired an underground contractor to expose the main to facilitate an inspection. The inspection was performed on November 6, 2012. The inspection did not reveal any damage caused by the underground boring; however, one of the joints in the transmission main appears to have had the protective cement diaper fail. The cement diaper is designed to keep water from contacting the steel ring on the joint of the water main and thus prevent corrosion. The inspection has revealed that the steel ring is starting to corrode as a rust stain is evident. Due to the time of year and issues with asphalt availability, and the upcoming work on the 42 inch tap near the water plant, it was determined to address the repair at a later date.

With this in mind, we have requested quotes from two underground contractors to expose and repair the joint and diaper on the 54-inch transmission main. The quotes are as follows:

Kamminga & Roodvoets, Inc.	\$23,890.00
Denny's Excavating, Inc.	\$26,706.00

Our recommendation is to authorize K&R to perform the repair at a cost of \$23,890.00.

Budget Impact:

We have budgeted \$20,000.00 in account 591-591-56300-930.000 for repairs to the pipeline. Due to previous expenses on this account, a fund transfer of \$11,000.00 from working capital will be needed for the repair.

cc: B. Dooley

BUTTERNUT & NEW HOLLAND 54" REPAIR



KAMMINGA & ROODVOETS, INC.

3435 BROADMOOR S.E.

GRAND RAPIDS, MI 49512

PH 616-949-0800

FX 616-949-1894

September 4, 2013

ITEM NO.	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL AMOUNT
10	54" TRANSMISSION MAIN DIAPER REPLACEMENT *DIAPER TO BE PROVIDED BY OTHERS	1.00	LSUM	\$ 16,600.00	\$ 16,600.00
20	PAVEMENT REPAIR *PRICE INCLUDES 22A GRAVEL PLACED ON EXISTING SUBBASE MATERIAL *BIT PAVING TO MATCH EXISTING DEPTH.	62.00	SYD	\$ 45.00	\$ 2,790.00
30	PERMITS & TRAFFIC CONTROL	1.00	LSUM	\$ 4,500.00	\$ 4,500.00
TOTAL					\$ 23,890.00

Denny's Excavating Inc.
13731 Stanton Street
West Olive, Mi, 49460
Office 616-399-7679
Fax 616-399-9018
E-mail dirtorsnowdan@aol.com

Estimate

Number E206

Date 8/7/2013

Bill To
City of Wyoming
Water Treatment Plant
16700 New Holland Street
Holland, MI, 49424

Ship To
Rick Velderman
E-mail
rvelderman@wyomingmi.gov
Office 616-399-7847
Fax 616-399-2555

Project	PO Number	Terms
Butternut and New Holland repair		30 days

Description	Quantity/Hours	Price/Rate	Amount
Dig up watermain replace diaper, backfill complete, including dewatering, topsoil restoration, seeding	1	\$18,671.00	\$18,671.00
3.5 inches of new asphalt and stripping complete	1	\$4,835.00	\$4,835.00
Road detour and signs complete	1	\$3,200.00	\$3,200.00

Total \$26,706.00

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
ASPHALT PAVEMENT PRESERVATION EQUIPMENT

WHEREAS:

1. As detailed in the attached memorandum from the Motor Pool Supervisor, it is recommended the City purchase a Super Shot 125D crack sealer from Crafc0, Inc. using the Houston Galveston Area Council Governmental Procurement Service at a total cost of \$38,182.86.
2. Funds for the purchase of the asphalt pavement preservation equipment are available in the Motor Pool Capital Outlay Account 662-441-58500-985000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase of the asphalt pavement preservation equipment from Crafc0, Inc. in the total amount of \$38,182.86.
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 October 21, 2013.

ATTACHMENTS:

Staff Report

Contract Pricing Worksheet

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: October 2, 2013
SUBJECT: Bid Award, Asphalt Pavement Preservation Equipment
FROM: Ted Seil, Motor Pool Supervisor
Date of Meeting: October 21, 2013

RECOMMENDATION

It is recommended that the City Council award the purchase of a Pavement Crack Sealer to Crafc0, Inc.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public health and welfare. Properly maintaining the City's streets reduces the Public Works Department's consumption of natural resources.

Social Equity

Street maintenance is provided throughout the City without regard to income level or socio economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's maintenance operations.

Economic Strength

Crack sealing allows the Public Works Department to provide high quality street maintenance. The high quality street maintenance insures the quality of the City's streets which sustains public and private property values.

DISCUSSION

The street system within the City requires maintenance on a regular basis. With proper maintenance, complete pavement replacement can be minimized. One of the most important forms of maintenance is to insure moisture is not allowed to accumulate under pavement. In order to prevent moisture from accumulating under pavement, the pavements impervious surface must be maintained.

Shortly after asphalt or concrete pavement is installed, cracks begin to develop. The cracks occur due to weather and the natural oxidation process. If cracks are allowed to expand, moisture will accumulate under pavement.

The first line of defense against the accumulation of moisture under pavement is to seal the cracks within two years of their development. Cracks can be sealed by a crack sealing machine, which extrudes hot rubberized asphalt into the crack.

The Public Works Department researched and tested multiple machines. The Public Works Department found the Crafc0, Super Shot 125D to be the best crack sealer available for the Public Works Department's needs.

The Crafc0, Super Shot 125D was bid and is available under the Houston Galveston Area Council Governmental Procurement Service. The price of the equipment is \$38,182.86. This equipment will replace an existing tar kettle and tack system which is beyond repair. The crack sealer will be carried on the multi-use hook lift trucks

BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool, Depreciation Reserves, Capital Outlay Vehicles Account, 662 441 58500 985000.

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Wyoming	Contractor:	Crafco, Inc.
Contact Person:	Ted Seil	Prepared By:	Angie Hoaglin
Phone:	616-530-7273	Phone:	602-276-0406
Fax:	6160558-6659	Fax:	480-940-0313
Email:	seila@wyoming.mi.gov	Email:	angie.hoaglin@crafco.com

Product Code:	13B	Description:	Super Shot 125D
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$36,180.00
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B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
 (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
26060 20# fire Extinguisher	\$260.00		
26061 Mounting Bracket for 20# Fire Extinguisher	\$76.80		
20014 3" Pintle Hitch	\$114.24		
24074 6 Pin round Connector	\$51.82		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	502.86

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
 (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
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D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	36682.86	=	Subtotal D:	36682.86
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E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Freight	1500		
		Subtotal E:	1500

Delivery Date:	30 days ARO	F. Total Purchase Price (D+E):	38182.86
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RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidders	Cost
Two Hook-Lift Systems	Marrel Corporation	\$40,749.00
Plow Assembly	Knapheide Truck Equipment Company	\$45,908.05

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 October 21, 2013.

ATTACHMENTS:
Staff Report
Tabulation Sheet

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: October 9, 2013

SUBJECT: Bid Award, Multi-Use Plow/Hook Lift Truck Equipment

FROM: Ted Seil, Motor Pool Supervisor

Date of Meeting: October 21, 2013

RECOMMENDATION

It is recommended that the City Council award the purchase of two hook-lift systems to the lowest bidder, Marrel Corporation, and a plow assembly to Knapheide Truck Equipment Company.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public health and welfare. The utilization of multi-use trucks will reduce the Public Works Department's consumption of natural resources.

Social Equity

The multi-use trucks will be utilized to repair and maintain the City's streets and utilities throughout the City without regard to income level or socio economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's maintenance operations.

Economic Strength

The utilization of multi-use trucks will increase efficiency of the Public Works Department. The improved efficiency will allow the Public Works Department to maintain the City's infrastructure which sustains public and private property values.

DISCUSSION

The Public Works Department uses a variety of equipment to maintain the City's infrastructure. Traditionally, the Department has used specific service bodies semi-permanently mounted on a truck chassis. In order to more efficiently utilize the truck chassis, the Public Works Department is transitioning to hook-lift equipped truck chassis.

The use of a hook-lift system attached to the truck chassis will allow the Public Works Department to utilize one truck chassis for multiple service bodies. When a crew needs a different service body, a single person will unload the unneeded service body and pick-up a different service body.

The first six service bodies will include a dump truck box, flat bed, Durapatcher, valve maintenance unit, leaf collection box, and crack sealer. The Public Works Department anticipates adding two additional service bodies, a salt spreader and a liquid anti-icing unit, within the next twelve to eighteen months.

The hook-lift systems will be attached to two different truck chassis. One of the hook-lift systems will be attached to a Class-8 chassis or heavy plow truck. The system will include an underbody and wing plow assembly. The second hook-lift system will be attached to a Class-5 chassis or medium duty truck with no plow assembly.

On October 8, 2013 the City Clerk received four bids for Multi-Use Plow/Hook Lift Equipment. Twenty eight invitations to bid were sent to perspective bidders. Marrel Corporation submitted the lowest bid for the hook-lift assembly. Additionally, the Marrel system allows for the Class-8 system to pick-up the Class-5 system. The other vendors' systems do not allow for this versatility without unknown modifications and expenses.

Through discussions with Truck and Trailer, they have expressed an unwillingness to mount their plow assembly with the Marrel Corporation's hook-lift system. Knapheide Truck Equipment Company submitted a bid for a plow system which is compatible with the Marrel hook-lift system. Knapheide supplies the Henderson plow system which is the plow system the Public Works Department has used on the five most recently purchased plow trucks with good success. Utilizing the same plow assemblies improves operational efficiencies.

Based upon the bids, the Public Works Department recommends the two hook-lift systems be awarded to the lowest bidder, Marrel Corporation, for \$40,749.00. The Public Works Department additionally recommends the plow assembly be awarded to Knapheide Truck Equipment Company for \$45,908.05. Bid tabulation is attached for your review.

BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool, Depreciation Reserves, Capital Outlay Vehicles Account, 662 441 58500 985000.

Current Vehicles

Replacement Vehicles

Dump Truck (1)

Vehicle No. 528-000

Standard Dump Body

Class 8 - Hook Lift Truck (1)

Vehicle No. 528-001

Heavy Skids:

Dump Container
Durapatcher (previously purchased)
Flatbed (later)
Leaf Box (later)
Salt Spreader (later)
Anti-icing Equipment (later)

1-Ton Trucks (4)

Vehicle No. 306-000

Vehicle No. 348-000

Vehicle No. 347-000

Vehicle No. 349-000

Light Dump Bodies

Class 5- Hook Lift Trucks (2)

Vehicle No. 602 -001

Vehicle No. 603 -001 (later)

Light Skids:

Dump Container
Valve Maintenance (previously purchased)
Crack Sealer (separate agenda item)
Flat Bed (later)

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

On Furnish and Install Multi-Use Plow/Hooklift Truck Equipment

Opened By The City Clerk On October 8, 2013 At 11:00 O'clock a.m.

All bid prices reduced to net.

	Marrel Corporation		Knapheide Truck Equipment Company		Truck & Trailer Specialties		Bell Equipment Company	
Item #1 – Install One New Hydraulic Under Body Scraper – One Front Plow Hitch Assembly, One Mid Mounted 7' Wing Plow			\$45,908.05	Henderson UBS-12 -Scraper	\$39,090.00	Monroe Scraper MS3512	Included with Item #2	Wausau
Item #2 – 26,000 lb. Hooklift to be installed on International 7400 Chassis 108" Cab to Axle, Hook Height 54"	\$19,750.00	Ampliroll AL 120S-14			\$19,644.00	Swaploader SL2418	\$71,100.00	Stellar 96-10-24 Hook Lift
Item #3- 13,000 lbs. Hooklift to be installed on Ford F550 Low Profile Chassis 84" Cab to Axle, Hook Height 54"	\$20,999.00	Ampliroll AL 90L-14			\$20,899.00	Swaploader SL105	\$27,700.00	Stellar 84-10 Hook Lift
Total	\$40,749.00		\$45,908.05		\$79,553.00		\$98,800.00	

ORDINANCE NO. 17-13

AN ORDINANCE TO REPEAL ARTICLE XV
OF CHAPTER 14 OF THE CODE OF
THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Article XV of Chapter 14 of the Code of the City of Wyoming is hereby repealed.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2013.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the ____ day of _____, 2013.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 17-13

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: October 9, 2013

RE: Proposed Repeal of Tattoo Business License Ordinance

Recommendation:

That City Council repeal Article XV of Chapter 14 (Tattoo Parlors) of the Code of the City of Wyoming.

Sustainability Criteria:

Environmental Quality – No impact

Social Equity – Removing requirements for tattoo or body art businesses that are duplicative or contradictory with State law, or that are more burdensome than for other business types with similar risks would be more equitable.

Economic Strength – Repeal of this ordinance would have a nearly neutral cost to the City of Wyoming, but would save individual tattoo businesses 60% in the annual license fee.

Discussion:

Public Act 375 of 2010 created a requirement in Michigan that “body art facilities” be licensed. It took some time for the Department of Public Health to develop the licensing requirements and application process, but the licensing of body art facilities (which includes tattoo, permanent make-up, piercing, etc.) is now up and running, with inspections performed by the Health Department in each county.

I have compared each of the requirements of our Ordinance for “Tattoo Parlors” with the handbook provided to body art facilities and the checklist used for inspections by the Health Department. The requirements in our Ordinance are either duplicative or contradictory and out-of-date.

I consulted with the City Attorney, Building Inspections, Planning and the Police Department and received confirmation that this section of the business license ordinance is no longer needed. Additionally, a requirement that licensees and their employees be of “good moral character” has been difficult to interpret, apply and enforce, and should be eliminated.

Beginning March 1, 2014, when the current Tattoo Parlor licenses expire, these businesses will be converted to “general” business licenses. Our ordinance does require that any business or occupation that requires a state license furnish evidence of that license to the City to obtain a business license, and that requirement will apply to these “body art” facilities.

Total 2012 revenue for Tattoo Parlors was \$700, at a license fee of \$100 per establishment. In the future the fee for these businesses will be \$40, so revenue will decline approximately \$400, out of total estimated business license revenue of about \$100,000.

ORDINANCE NO. 18-13

AN ORDINANCE TO AMEND SECTION 2-305(1)(b)
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 2-305(1)(b) of the Code of the City of Wyoming is hereby amended to read as follows:

(b) Annual service charge. The LINC Community Revitalization project at 1736 Godfrey Avenue S.W. and the property on which it is constructed shall be exempt from all property taxes from December 31, 2013 for a period of 15 years. The annual service charge shall be equal to 5% of the annual shelter rents.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2013.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2013.

Heidi A. Isakson
Wyoming City Clerk