

**WORK SESSION AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS**

Tuesday, November 12, 2013, 7:00 P.M.

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) Community Enrichment Commission Presentation**
- 5) Update on Fire Service Integration into Public Safety**
- 6) Forensic Science Unit Functional Drug/Toxicology Laboratory**
- 7) Debt Policy**
- 8) DDA Funding**
- 9) State of Michigan SAW Grant Application**
- 10) Wyoming Senior Center Community Room Renovation**
- 11) Liquor License Community Comparison**
- 12) Any Other Matters**
- 13) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**

MEMORANDUM Human Resources
City of Wyoming

TO: Curtis Holt, City Manager

FROM: James Carmody, Director of Police and Fire Services
Kim Oostindie, Director of Human Resources

DATE: November 6, 2013

RE: Letters of Agreement with the Wyoming Fire Fighters Association

Over the past several months, representatives from the Department of Public Safety, Human Resources and the Wyoming Fire Fighters Association have worked cooperatively to draft letters of agreement to enable the City to initiate a 12-hour deployment option for fire services. As the current contract with the Wyoming Fire Fighters Association specifically identifies a 24-hour schedule, many aspects of the contract had to be reviewed. Ultimately, three letters of agreement have been prepared to address those areas of the contract, as well as an existing memorandum of understanding.

The first letter of agreement addresses the contractual logistics of implementing and operating under the 12-hour schedule. The second letter of agreement addresses the need and desire for Field Training Firefighters, echoing the Field Training Officer program under Police Services. The third and final letter of agreement addresses an existing memorandum of understanding which limits certain aspects of training. Collectively, these documents will allow the City to begin a 12-hour deployment and address contractual and training needs associated with it.

We are requesting your authorization to move forward with these letters of agreement. If you concur, we propose placing this information on the November 12, 2013, City Council Work Session and ultimately go before Council on November 18, 2013.

Attachment: Letter of Agreement – 12-Hour Work Schedule
Letter of Agreement – Field Training Firefighter
Letter of Agreement – Deletion of Training Memorandum of Understanding

Cc: Eric Campbell, President of Wyoming Fire Fighters Association

CITY OF WYOMING –and- WYOMING FIRE FIGHTERS ASSOCIATION

Letter of Agreement

(12-Hour Work Schedule)

The **CITY OF WYOMING** (“Employer”) and the **WYOMING FIRE FIGHTERS ASSOCIATION** (“Union”) agree as follows:

- 1) The City shall have the right to implement a 12-hour work schedule for suppression employees in the Firefighter rank, subject to the provisions of this Letter of Agreement. If the City implements a 12-hour work schedule, the City may end it and return to the previous work schedule at any time.
- 2) Work Week: The 12-hour work schedule shall consist of shifts of twelve (12) consecutive hours per day worked in a 96-hour 14-day duty cycle as scheduled by the Director of Police and Fire Services or his designee. A schedule for each 28 days shall be posted for work days, hours, and days off. Time taken for sick leave, vacation, holidays, personal days, or compensatory time off shall be credited against the employee’s accumulation in an amount equal to the number of hours the employee is absent from the work schedule.
- 3) The hours of the 12-hour shift will be established at a minimum of seven calendar days prior to the shift bid. The hours may be changed during the year by mutual agreement of the parties or by the Director of Police and Fire Services in emergency situations.
- 4) Rate of Pay: The hourly wage rates for employees assigned to a 12-hour work schedule shall be the same as those specified for a 24-hour work schedule.
- 5) Overtime Pay: Time and one-half shall be paid to employees assigned to a 12-hour work schedule for any hours worked over twelve (12) hours in any one regularly scheduled work day (except for the normal 28-day schedule shift change).
- 6) Food Allowance: Employees assigned to a 12-hour work schedule shall not receive a food allowance.
- 7) “L-Days”: Employees assigned to a 12-hour work schedule shall not receive “L days.”
- 8) Sick Leave: Employees assigned to a 12-hour work schedule shall accumulate sick leave at the rate of 9.5 hours for each full calendar month of employment, exclusive of leaves of absence as specified in Article X.

- 9) Vacation Leave: Employees assigned to a 12-hour work schedule shall accumulate vacation on the same basis as specified for suppression employees in Article XI, Section 1.
- 10) Floating Holidays: Employees assigned to a 12-hour work schedule shall receive 36 hours of Floating Holidays.
- 11) Holiday Compensation:
- a) When working a scheduled holiday, employees assigned to a 12-hour work schedule shall receive one and one-half (1 ½) times straight pay plus 12 hours of straight pay.
 - b) When a holiday falls on an employee's scheduled day off, the employee shall receive 12 hours at straight pay for that day.
- 12) If an employee changes between schedules (12-hour or 24-hour), the accrual of paid benefits will be pro-rated and adjusted to the appropriate schedule.
- 13) All provisions of the collective bargaining agreement apply to employees assigned to a 12-hour work schedule except to the extent they are inconsistent with this Letter of Agreement.
- 14) Current members of the IAFF Local 2758 hired prior to January 1, 2009 shall not be forced into the 12 hour suppression work schedule. This does not prohibit these members from the opportunity to voluntarily bid on the 12 hour schedule.
- 15) This Letter of Agreement is subject to approval by the City Council.

CITY OF WYOMING

Date: _____

By: _____
Its: City Manager

WYOMING FIRE FIGHTERS
ASSOCIATION

Date: 5-Nov-13

By: E. Cybill
Its: _____

LETTER OF AGREEMENT

Field Training Firefighter

The **CITY OF WYOMING** (Employer) and the **WYOMING FIRE FIGHTERS ASSOCIATION** (Union) agree to modify the collective bargaining agreement to provide as follows:

- 1) Whenever a designated employee is performing duties of a Field Training Firefighter, the employee shall be paid an additional one dollar (\$1.00) per hour.
- 2) This Letter of Agreement is subject to approval by the City Council.

CITY OF WYOMING

Date: _____

By: _____

Curtis Holt

Its: City Manager

WYOMING FIRE FIGHTERS
ASSOCIATION

Date: 5-Nov-13

By: E. Cypell

Its:

LETTER OF AGREEMENT

Deletion of Training Memorandum of Understanding

The **CITY OF WYOMING** (Employer) and the **WYOMING FIRE FIGHTERS ASSOCIATION** (Union) agree to modify the collective bargaining agreement to provide as follows:

- 1) The Memorandum of Understanding dated September 6, 2005 on page 37 of the Employment Contract and summarized below is hereby deleted from the Employment Agreement and no longer applicable.

September 6, 2005

Employees shall not be required to attend training programs that are conducted by City of Wyoming Fire Department employees after 5:00 PM. In the event no other time is available other than after 5:00 PM to conduct a specific training program by external trainers, the Fire Chief or Deputy Fire Chief will notify the Association and employees affected so that training can be scheduled.

CITY OF WYOMING

Date: _____

By: _____

Curtis Holt

Its: City Manager

WYOMING FIRE FIGHTERS
ASSOCIATION

Date: 5-Nov-13

By: E. Cyphll

Its:

Interdepartmental Correspondence

TO: Curtis Holt – City Manager
FROM: Chief James E. Carmody
DATE: November 1, 2013
SUBJECT: Fire Service Training Budget

RECEIVED

NOV 06 REC'D

CITY MANAGER



Public Safety
Administration

Curtis;

I have attached a proposal from the Grand Rapids Fire Department regarding live-fire training for our Fire Service personnel, which would include all POC, Dual Employees (DE), and new career firefighters in training. We have determined that successfully completing a live-fire exercise will be mandatory for at least all POC and DE fire service personnel as part of their evaluations for basic skill assessments. It would also provide a controlled training exercise for our career staff, as well.

I have also attached the training information for the Grand Rapids Police Department's Leadership Institute. This is probably one the best leadership training programs in the Country. We have made this training program a part of our required career path curricula for building our future leaders, so we are sending two of our police command officers who have not yet attended this program. There are six positions still open in the class and we would like to send one of our fire officers to this training. Currently, the only developmental leadership training the fire officers get is through the National Fire Academy.

The problem that we face is this; the Fire Department only budgeted \$2,000.00 for training, which is pretty much used up. We anticipate that to do both, it would cost approximately \$6,000.00. Is there any possibility of making a budget adjustment to the Fire training budget so we can participate in these two very important training events?

A handwritten signature in cursive script, reading "James E. Carmody".

Chief James E. Carmody
Director of Police and Fire Services

cc: Chief Austin
Capt. Koster
Capt. Snyder

HONOR - COURAGE - DUTY - TRUST

GRAND RAPIDS FIRE DEPARTMENT

REGIONAL FIRE TRAINING CENTER

1101 MONROE NW
GRAND RAPIDS, MI 49503

RTC Live Fire Training Program

Basic Fire Behavior and Fire Attack Class (16 student's maximum per class)

Objectives:

The Students will:

- Conduct a 360 degree "Size up" of the fire scenario and relay findings to Command
- Effectively use their Personal Protective Equipment including SCBA
- Observe interior fire behavior and incorporate the use of a thermal imaging camera (TIC).
- Observe exterior fire conditions, read smoke and discuss ventilation techniques.
- Participate as part of a "Fire Attack Group" and learn hose selection and fire stream application to extinguish a fire.
- Participate in the safety role as part of a Rapid Intervention Crew
- Understand the use of the Incident Command System during Fire ground Operations
- Participate in a Fire Attack using the Positive Pressure Attack (PPA) technique
- Understand the importance of emergency scene rehabilitation (Rehab)

Requirements:

All participants:

- Must have completed and be certified MFFTC Firefighter I & II
- Have NFPA 1971 compliant PPE and NFPA 1981 compliant SCBA and a spare air bottle
- Adhere to all GRFD Live Fire Training Policies

The Training will include:

- Pre-fire medical evaluation forms and liability waivers completed by all participants
- Pre-fire Personal Protective Equipment Checks
- Pre-fire Safety Briefing and Training Overview
- Pre-fire Live Burn Facility familiarization and walk-through
- A four evolution rotation through the following groups
 - An Ignition and Interior Fire Behavior Group
 - A Fire Attack Group which conducts a 360 size up and addresses ventilation concerns
 - A Rapid Intervention Crew as a safety backup to the Fire Attack Group
 - A Rehab Group- rest, hydration, and medical evaluation
- Each student will participate in three live fire scenarios and rest for one
- Post -fire medical evaluation
- Training De-briefing and Demobilization

GRAND RAPIDS FIRE DEPARTMENT

REGIONAL FIRE TRAINING CENTER

1101 MONROE NW
GRAND RAPIDS, MI 49503

The GRFRTC will provide certified personnel for the following roles:

- (1) GRFD Live Fire Instructor In Charge (IIC) Operate as Command
- (1) GRFD Live Fire Certified Safety Officer
- (3) GRFD Live Fire Instructor / Assistant (1-Fire Attack, 1- Ignition, 1-RIC)
- (2) GRFD Equipment Operators (1-Primary Engine, 1-Back Up Engine)
- (1) GRFD Rehab/Medical Group Supervisor

The GRFRTC will provide the following equipment and supplies:

- Use of the GRFD Live Fire Training Facility
- 2 Fire Engine/Pumpers and necessary fire attack equipment
- 2000 gallons of suppression water on site
- 20 wood pallets, 6 bales of straw, 4 flares (4 Fires)
- Rehab supplies; coolers, ice, water, sport drinks, snack, medical equipment, etc.
- Rapid intervention equipment including RIC air supply
- (8) Portable Radios for Instructor positions
- Thermal Imaging Camera
- Gas Powered Positive Pressure Blower
- Pre-Fire Medical Evaluation Forms

Estimated Cost:

- 8 instructors
- Equipment – Fire Engines, radios, TIC, fans, RIC
- Supplies – rehab, medical, pallets and straw
- Burn Building

Total Estimated Charge for (1) - 4 Hour Training Class – 16 Students \$ 4,500.00

Note – this is a minimum charge even if you have fewer students.

The 2013-14 Leadership Institute Curriculum and Schedule – Week One December 9-13

	Monday December 9	Tuesday December 10	Wednesday December 11	Thursday December 12	Friday December 13
0800	Introduction and Overview	Added Value Leadership and Customer Service Chief <i>Harry P. Dolan (Ret)</i>	Societal Trends <i>Dr. Lew Bender</i>	Diversity Field Trip, <i>Holocaust Memorial Center and African American History Museum</i>	Diversity Issues for Leadership <i>Gregory Smith, The Center for American and International Law</i>
0830	Team Building <i>Battalion Chief Kevin Sehlmeier, GRFD</i>				
1000					
1100					
1200	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
1300	Peer Support <i>Dr. Paul Laberteaux, Clinical Psychologist</i>	Added Value Leadership and Customer Service Chief <i>Harry P. Dolan (Ret)</i>	Problem Employees <i>Dr. Lew Bender</i>	Diversity Field Trip, <i>Holocaust Memorial Center and African American History Museum</i>	Diversity Issues for Leadership <i>Gregory Smith, The Center for American and International Law</i>
1400					
1500					
1600					
1700					

The 2013-14 Leadership Institute Curriculum and Schedule – Week Two January 13-17

	Monday January 13	Tuesday January 14	Wednesday January 15	Thursday January 16	Friday January 17
0800	Leadership and Mastering Performance Management: Phase I <i>Bill Westfall, Gallagher-Westfall Group</i>	Leadership and Mastering Performance Management: Phase I <i>Bill Westfall, Gallagher-Westfall Group</i>	Leadership and Mastering Performance Management: Phase III <i>Bill Westfall, Gallagher-Westfall Group</i>	Leadership and Mastering Performance Management: Phase III <i>Bill Westfall, Gallagher-Westfall Group</i>	Leadership and Mastering Performance Management: Phase III <i>Bill Westfall, Gallagher-Westfall Group</i>
0830					
1000					
1100					
1200	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
1300	Leadership and Mastering Performance Management: Phase I <i>Bill Westfall, Gallagher-Westfall Group</i>	Leadership and Mastering Performance Management: Phase I <i>Bill Westfall, Gallagher-Westfall Group</i>	Leadership and Mastering Performance Management: Phase III <i>Bill Westfall, Gallagher-Westfall Group</i>	Leadership and Mastering Performance Management: Phase III <i>Bill Westfall, Gallagher-Westfall Group</i>	Leadership and Mastering Performance Management: Phase III <i>Bill Westfall, Gallagher-Westfall Group</i>
1400					
1500					
1600					
1700					

The 2011-12 Leadership Institute

Curriculum and Schedule – Week Three

February 24-28

	Monday February 24	Tuesday February 25	Wednesday February 26	Thursday February 27	Friday February 28
0800	Bullet Proof Mind <i>Lt. Col (RET)</i> <i>Dave Grossman</i>	Organizational Risk Management <i>Gordon Graham, Graham Research Consultants</i>	Communications Skills for Law Enforcement Leaders (Socially Intelligent Communication) <i>Steve Sampson, SoTelligence, Inc</i>	Communications Skills for Law Enforcement Leaders (Socially Intelligent Communication) <i>Steve Sampson, SoTelligence, Inc</i>	Challenging the Organizational Culture: Proactive Leadership Strategies <i>Jack Enter, Jack Enter and Associates</i>
0830					
1000					
1100					
1200	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
1300	Bullet Proof Mind <i>Lt. Col (RET)</i> <i>Dave Grossman</i>	Organizational Risk Management <i>Gordon Graham, Graham Research Consultants</i>	Communications Skills for Law Enforcement Leaders (Socially Intelligent Communication) <i>Steve Sampson, SoTelligence, Inc</i>	Communications Skills for Law Enforcement Leaders (Socially Intelligent Communication) <i>Steve Sampson, SoTelligence, Inc</i>	Challenging the Organizational Culture: Proactive Leadership Strategies <i>Jack Enter, Jack Enter and Associates</i>
1400					
1500					
1600					
1700					

The 2013-14 Leadership Institute Curriculum and Schedule – Week 4 March 17-21

	Monday March 17	Tuesday March 18	Wednesday March 19	Thursday March 20	Friday March 21
0800	How to Navigate in the Political Arena <i>Chief James Carmody, WYPD</i>	Public Safety Media Relations <i>Capt. Dave Bursten, Indiana State Police</i>	Leadership Paper Presentations <i>LI Participants</i>	Leadership Paper Presentations <i>LI Participants</i>	Leadership Paper Presentations <i>LI Participants</i>
0830					
1000					
1100					
1200	LUNCH	LUNCH	LUNCH	LUNCH	
1300	Presidential Leadership Styles <i>Gleaves Whitney, Director, Hauenstein Center for Presidential Studies, GVSU</i>	Public Safety Media Relations <i>Capt. Dave Bursten, Indiana State Police</i>	Leadership Paper Presentations <i>LI Participants</i>	Leadership Paper Presentations <i>LI Participants</i>	LUNCH
1400					Certificate of Completion Ceremony
1500					
1600					
1700					

Interdepartmental Correspondence

TO: Captain Kip Snyder
FROM: Sgt. Mark Easterly
DATE: October 28, 2013
SUBJECT: Forensic Science Unit Functional Drug / Toxicology Laboratory



Administrative Services

The Administrative Services Unit has been working with Forensic Science Unit (FSU) Supervisor Terra Wesseldyk in regards to the feasibility, functionality, and costs associated with a fully functional Drug and Toxicology Laboratory to be housed and operated here at the Public Safety Department by current members of FSU.

The attached paperwork outlines what currently is occurring when drug identification, drug toxicology, blood toxicology, blood alcohol testing, and fire debris testing needs to take place.

The proposal needs to include some minor renovations here at the Public Safety Department facility. We have identified an internal location for housing the laboratory. We recommend utilizing the old photo lab that is no longer in use for that function and is currently only being used for storage. This room is large enough for the needed equipment, has the needed water source, electrical connections, natural gas stub-outs, OSHA safety equipment and the security of being in the current secure area of FSU.

Sustainability is a key feature of this proposal in that we can begin to recoup our initial investment through yearly reimbursement request to the State of Michigan. Reimbursement can be requested for all in-house drug, blood toxicology, fire debris, and latent print examinations that we conduct instead of having the State Laboratory conduct the testing for us. Our initial figures indicate approximately \$15,000 a year in reimbursement funding after a fully functioning year. With these figures we could essentially pay for our initial investment within 6.5 years. After this we could then utilize the reimbursement for continued training, equipment, and laboratory supplies. The initial purchase of equipment has an expected life span of at least 10 years. If the equipment is taken care of properly we can expect it to last upwards of 15-20 years before experiencing any replacement costs.

Please realize that current cost of equipment is only approximate as we have only spoken to vendors about their equipment costs and no formal bidding has been completed.

Where we are now:

Drugs:

- The officer seizes the drug, then collects the evidence and packages it for our Forensic Science Unit for documentation and storage.
- The drug evidence is then taken either by the individual detective assigned to the case, or a technician from FSU, to the State of Michigan Crime Laboratory for examination.
- Trips back and forth to the lab to pick up this evidence occur weekly once it has been examined. The chain of evidence is then documented and it is placed back into evidence at the DPS.
- After the arrest a preliminary hearing is scheduled for one week after the arrest.
- Currently there is a two (2) week turn around at the State Laboratory to examine and report back findings of seized drugs.
- Because of this two week backlog, every preliminary hearing has to be adjourned.
- It is also important to note that all subpoenas are delivered and everyone shows up to the hearing, knowing that it will be adjourned because we do not have a confirmation that the seized evidence is actually a controlled substance.
- Generally a plea to a lesser charge is offered because the testing of the drug has not been completed.
- Approximately 60 drug cases are developed every month.

Blood evidence:

- Officer arrests a suspected driver operating under the influence and obtains a sample of blood
- Blood evidence is mailed to the MSP lab
- Blood test results are not available for a minimum of two to three weeks.
- A preliminary hearing is scheduled and is postponed due to the blood evidence not being available for review.

Where we can be:

- 48 hour turnaround time if we begin to test in-house for drug and blood alcohol content.
- Test results will be available well ahead of the scheduled preliminary examination
- Time and travel savings with no longer having to travel back and forth to the State Laboratory for evidence pick up and drop off.
- We could add examination of fire debris for our newly integrated Fire and Police Services

Current Training and Experience:

- One technician has prior experience, and is court certified, in testing for blood alcohol levels
- Two technicians are training to be drug examiners
- One technician is already court certified in testing for marijuana cases
 - There is no intention to hire more staff with the additional testing, the current night shift technicians will make time to complete this testing.
 - If approved, drug and blood alcohol testing will become a permanent part of the position description for the night shift technicians.
 - If a currently trained technician leaves DPS employment, we can keep the program viable by hiring a seasonal part-time, retired lab examiner until the new technician can be trained.

Anticipated costs and returns on investments:

Costs:

Gas Chromatograph / Mass Spectrometer	\$45,000
Flame Ionization Detector	\$ 2,500
Solid Phase Micro-extractor Assembly	\$10,000
FT-IR Spectrometer	\$11,500
Polarizing Light Microscope	\$ 8,000
Aegis Scientific Series Refrigerator	\$ 4,400
Calibrated balances	\$ 1,000
Chemicals / Pipettes / Glassware	\$ 2,000
Air Science ductless fume hood	\$ 2,600
Remodel of room (epoxy resin chemical resistant countertops/sink Master Plumber for water / gas connections)	\$13,000

TOTAL: \$100,000

Return on investment:

- 6.5 years, at approximately \$15,000 yearly State of Michigan reimbursement.
- We could also see additional cost reimbursement if we begin to test samples from other departments.
- We can only receive reimbursement funding on our current latent print examinations if we first have drug testing in place. We are missing out on reimbursement from the State for the current latent print verifications that we are already doing in-house now.
- We can offer neighboring departments to perform testing for their high profile or high-demand crimes on a case-by-case basis. We can then request the reimbursement funding for assisting with their case.
- The possibility exists that we could offer neighboring departments with this testing on a per-year contract basis that would allow us to collect the State reimbursement on their behalf for our program.

Where this will take us:

- Upon approval of our proposals, our Forensic Science Unit would then begin the process for accreditation with the American Society of Crime Laboratory Directors Laboratory Accreditation Board (ASCLD-LAB).
- This accrediting body is a non-profit organization which accredits all major crime laboratories both across our country and internationally.
- This board helps to assure that the laboratory is run effectively, efficiently, and is backed with sound and accepted science.
- They conduct random inspections, quality control reviews of statistics and tests performed, as well as require yearly proficiency testing among the disciplines to assure the laboratory is functioning to the best of its ability.
- By obtaining this certification, as well as the possibility of others, it will further validate our laboratory and our procedures in a courtroom setting. When we testify in court and are able to provide proof that we are ASCLD-LAB certified, it would boost our reputation and credibility as to our testimony and the validity of our conducted tests.
- ASCLD-LAB is the CALEA equivalent for forensic science laboratories.



Memorandum

TO: City of Wyoming City Council

CC: Curtis Holt, City Manager

FROM: Tim Smith, Finance Director

DATE: November 5, 2013

SUBJECT: Debt Policy

A question asked by the rating agencies when the City issues rated debt or rated debt is reviewed is “Does the City have a debt policy?” The answer has, of course, always been “No” with an explanation of the City’s philosophy on debt issuance. As municipalities have been put under a microscope as a result of financial challenges of the last five plus years and several large municipalities filing bankruptcy, it is time for the City to adopt a formal debt policy to alleviate concerns of rating agencies that a policy does not exist.

The attached policy codifies information relayed to rating agencies when rated debt has been issued or reviewed along with embodying best practices as put forth in sample policies of the Government Finance Officers Association and aligns with City debt ordinances approved by City Council when debt has been issued. The policy was developed through the collaborative efforts of Andrea Boot, Treasurer, Bill Dooley, Director of Public Works, Tom Kent, Deputy Director of Public Works and me.

Upon receiving your concurrence with the policy, the policy will then need to be adopted by City Council as a City policy.

If you have any questions regarding the policy, please let me know.

General Policy Statement

The purpose of the City of Wyoming (the "City") Debt Management Policy is to manage the issuance of the City's debt obligations and maintain the City's ability to incur debt and other long-term obligations at favorable interest rates for capital improvements, facilities, and equipment that is beneficial to the residents of the City and necessary to essential services.

Definitions

Arbitrage Compliance - Arbitrage is the excess profit earned from the investment of tax-exempt bond proceeds in higher-yielding securities. Tax-exempt bond proceeds are subject to arbitrage "yield restriction" requirements. These define when investment in higher-yielding securities is allowed.

Backloading – To defer or postpone all or the greater part of a financial obligation until the end of a contract.

Conduit Financing - Conduit financing is the practice of using a municipal government to issue a bond for a private development project. These bonds are typically secured by the expected revenues from the project. Conduit financing is often used for joint municipal and private ventures.

Debt – any obligation of the City, whether short- or long-term or a capital lease entered into by the City.

Debt burden – Debt burden represents the amount of money needed to cover debt service payments. In general, the cost of debt includes interest and fees for attaining the debt.

Debt capacity analysis – The debt capacity of an organization is its ability to take on additional debt and to service the existing debt. Debt capacity analysis helps organizations determine how much additional debt they can issue without jeopardizing existing credit ratings.

Debt service coverage ratio – The ratio of projected operating revenues over total operating expenses less capital expenditures, depreciation and amortization. A minimum debt coverage ratio is established by City as 1.25.

Debt structure – A debt structure provides a historical window into an organization's liabilities, indicating the maturity dates of debt issues. The information is used to indicate how soon the organization must settle debts and whether it has the funds to do so.

Creditworthiness Objectives

Policy 1. Credit Ratings:

The City seeks to maintain the highest possible credit ratings for all categories of short- and long-term General Obligation and revenue debt that can be achieved without compromising the delivery of basic City services and the achievement of adopted City policy objectives.

The City recognizes that external, natural, or other events may from time to time affect the creditworthiness of its debt. Nevertheless, the City is committed to ensuring that actions within its control are prudent.

Policy 2. Financial Disclosure:

The City is committed to full and complete financial disclosure, and to cooperating fully with rating agencies, institutional and individual investors, City departments, other levels of government, and the general public to share comprehensible and accurate financial information. The City is dedicated to meeting secondary disclosure requirements on a timely and comprehensive basis, as promulgated by the Securities Exchange Commission.

The Official Statements accompanying debt issues, Comprehensive Annual Financial Reports, and Continuous Disclosure Statements will meet (at a minimum), the standards articulated by the Municipal Standards Rulemaking Board (MRSB), the Government Accounting Standards Board (GASB), the National Federation of Municipal Analysts, the Securities and Exchange Commission (SEC), Generally Accepted Accounting Principles (GAAP), and the Internal Revenue Service. The Finance Department shall be responsible for ongoing debt disclosure to established national information repositories and for maintaining compliance with disclosure standards promulgated by state and national regulatory bodies.

Policy 3. Capital Planning:

To enhance creditworthiness and minimize capital expenditures through prudent financial management, the City is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to systematic capital planning will be demonstrated through adoption and periodic adjustment of the ten-year Capital Improvement Plan (CIP).

Policy 4: Debt Limits

The City has set a target for the City's general obligation outstanding debt at 20% (except as a result of extenuating circumstances such as disasters) of the limit prescribed by State statute, which is currently 10% of actual value of property within the City. These rankings are consistent with the City's creditworthiness objectives.

It is the goal that each utility or enterprise will ensure capital financing needs are met by using a combination of current operating revenues, SRF (State Revolving Fund), and revenue bond financing. It is City policy that each utility or enterprise should provide adequate debt service coverage of at least 1.25 times the annual debt service costs. At times, the utility funds may set aside funds in advance of anticipated events to allow for rate smoothing thereby maintaining debt service coverage. An example of the debt coverage calculation is shown below. Utility revenue bond proceeds may be used to establish a debt service reserve as allowed by the Internal Revenue Service (IRS).

Debt Coverage Example

Operating revenues	\$ 20,932,810	
Operating Investment Income	<u>66,278</u>	
Total Operating Revenue	<u>21,499,088</u>	
Operating Expenses	20,895,810	
Less: Depreciation and Amortization	<u>5,854,583</u>	
Net Expenses	<u>15,041,227</u>	
Net Revenue Available for Debt Service	\$ <u>6,457,861</u>	(1)
Debt Service:		
Principal	\$ 2,665,000	
Interest	<u>2,150,467</u>	
Total Debt Service	\$ <u>4,815,467</u>	(2)
Debt Coverage Ratio (1 divided by 2)	1.34	

Adequate funds for the repayment of principal and interest must be included in the requesting department’s approved budget. Departments requesting capital financing must have an approved budget appropriation.

PURPOSE AND USES OF DEBT

Policy 5: Capital Financing:

The City normally relies on internally generated funds and/or grants and contributions from other governments to finance its capital needs. Debt will be issued for a capital purpose only when an appropriate means to achieve a fair allocation of costs between current and future beneficiaries and users, or in the case of an emergency capital need. Debt shall not fund operating expenses. Bond proceeds should be limited to financing capital expenditures such as the costs of planning, design, land acquisitions, buildings, permanent structures, attached fixtures or equipment, and movable pieces of equipment, such as fire engines, or other costs

permitted by law. Acceptable uses of bond proceeds can be viewed as items which can be capitalized. Capitalized interest is an eligible item for bonding. Utility revenue bond proceeds may be used to establish a debt service reserve as allowed by federal and State law. Non-capital furnishings and supplies will not be financed from bond proceeds. Refunding bond issues designed to restructure currently outstanding debt are an acceptable use of bond proceeds. The City will not use short-term borrowing to finance operating needs except in the case of an extreme financial emergency which is beyond its control or reasonable ability to forecast. Recognizing that bond issuance costs add to the total interest cost of financing, bond financing should not be used if the aggregate cost of projects to be financed by the bond issue does not exceed \$1,000,000.

Policy 6. Asset Life:

The City will consider long-term financing for the acquisition, rehabilitation, or expansion of physical assets (Including land) only if they have a useful life of at least three years. . City debt will not be issued for periods exceeding the useful life or average useful lives of the project or projects to be financed.

DEBT STANDARDS AND STRUCTURE

Policy 7. Length of Debt:

Debt will be structured for the shortest period consistent with a fair allocation of costs to current and future beneficiaries or users. General obligation bonds will adhere to State Code as to length of debt. The term of the short-term financing will be limited to the usual useful life of the vehicle or equipment, but in no case will exceed ten years.

Policy 8. Debt Structure:

Debt will be structured to achieve the lowest possible net cost to the City given market conditions, the urgency of the capital project, the type of debt being issued, and the nature and type of repayment source.

Policy 9. Decision Analysis:

Whenever the City is contemplating a possible bond issue, the City is committed to support the analysis performed by the rating agencies and provide the required/requested information. The categories listed below are representative of the types of items to be considered. The results of the rating agencies will be presented by the Finance Director to the City Manager and City Council.

Debt Analysis

- Debt capacity analysis
- Purpose for which debt will be issued

- Debt structure
- Debt burden
- Debt history and trends
- Adequacy of debt and capital planning

Financial Analysis

- Stability, diversity, and growth rates of tax or other revenue sources
- Trend in assessed valuation and collections
- Current budget trends
- Appraisal of past revenue and expenditure trends
- History and long-term trends of revenues and expenditures
- Evidences of financial planning
- Adherence to generally accepted accounting principles
- Audit results
- Fund balance status and trends in operating and debt funds
- Financial monitoring systems and capabilities
- Cash flow projections

Governmental and Administrative Analysis

- Government organization structure
- Location of financial responsibilities and degree of control
- Adequacy of basic service provision
- Intergovernmental cooperation/ conflict and extent of duplication
- Overall city planning efforts

Economic Analysis

- Geographic and location advantages
- Population and demographic characteristics
- Wealth indicators
- Housing characteristics
- Level of new construction
- Types of employment, industry, and occupation
- Evidences of industrial decline
- Trend of the economy

Policy 10. Backloading:

The City will attempt to structure its total debt with level principal and interest payments over the life of the debt. "Backloading" of costs will be considered only when: natural disasters or extraordinary or unanticipated external factors make the short-term cost of the debt prohibitive; when the benefits derived from the debt issuance can be clearly demonstrated to be greater in the future than in the present; when such structuring is beneficial to the City's overall amortization schedule; or when such structuring will allow debt service to more closely match project revenues during the early years of the operation.

Policy 11. Refundings:

Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. Refunding will be considered (within federal tax law constraints) if and when there is a net economic benefit of the refunding or the refunding is essential in order to release restrictive bond covenants, which affect the operations and management of the City.

In general, advance refunding for economic savings will be undertaken when a net present value savings of at least three percent (3%) of the refunded debt can be achieved. Current refunding, which produce a new present value savings of less than three percent, will be considered on a case-by-case basis taking into consideration bond covenants and general conditions. Refundings with negative savings will not be considered unless there is a compelling public policy objective.

Policy 12. Credit Enhancements:

Credit enhancement (letters of credit, bond insurance, etc.) may be used, but only when the net debt service on the bonds is reduced more than the costs of the enhancement.

Policy 13. Investment of Bond Proceeds:

All general obligation and revenue bond proceeds shall be invested separate from the City's consolidated cash pool unless otherwise specified by the bond legislation. Investments will be consistent with those authorized by State law and the City's investment policies in order to maintain safety and liquidity of the funds.

Policy 14. Costs and Fees

All costs and fees related to issuance of bonds will be paid out of bond proceeds and allocated across all projects receiving bond proceeds for the issue.

Policy 15. Competitive Sale:

In general, City debt will be issued through a competitive bidding process. Bids will be awarded on a true interest cost basis (TIC), providing other bidding requirements are satisfied.

Policy 16. Negotiated Sale:

Negotiated sales of debt may be considered in circumstances when the complexity of the issue requires specialized expertise, when the negotiated sale would result in substantial savings in time or money; or when market conditions or City credit are unusually volatile or uncertain.

Policy 17. Bond Counsel:

The City will retain external bond counsel for all debt issues. All debt issued by the City will include a written opinion by bond counsel affirming that the City is authorized to issue the debt, stating that the City has met all State constitution and statutory requirements necessary for issuance, and determining the debt's federal income tax status. The bond counsel retained must have comprehensive municipal debt experience and a thorough understanding of Michigan law as it relates to the issuance of municipal debt.

Policy 18. Financial Advisor:

The City will retain an external independent financial advisor. The utilization of the financial advisor for particular bonds sales will be at the discretion of the Finance Department on a case-by-case basis and pursuant to the financial advisory services contract. The major criteria in the selection process for a financial advisor will be comprehensive municipal debt experience, experience with diverse financial structuring and pricing of municipal securities, as well as overall cost of services.

Policy 19. Compensation for Services:

Compensation for bond counsel, underwriter's counsel, financial advisors, and other financial services will be consistent with industry standards for the desired qualification levels. These costs will be tracked by the Finance Department.

Policy 20. Selection Process:

Whenever a change of bond counsel or financial advisor occurs, RFPs/RFQs should be obtained. RFPs/RFQs will be reviewed by the Finance Director or designee, and the Finance Director shall inform the City manager and City Council of the selection.

Policy 21. Other Service Providers:

The Finance Director shall have the authority to periodically select other service providers (e.g. escrow agents, verification agents, trustees, arbitrage consultants, etc.) as necessary to meet legal requirements and minimize net City debt costs. These services can include debt restructuring services and security or escrow purchases. The Finance Director may select firm(s) to provide such financial services related to debt without a RFP or RFQ, consistent with City and State legal requirements.

Policy 22. Arbitrage Compliance:

The Finance Department shall maintain a system of record keeping, reporting and compliance procedures, with respect to all federal tax requirements which are currently, or may become, applicable throughout the lifetime of all tax-exempt, Build America, or other tax credit bonds.

Federal tax compliance, record-keeping, reporting and compliance procedures shall include, but shall not be limited to: (1) post-issuance compliance (including proper use of proceeds, timely expenditure of proceeds, proper use of bond finance property, yield restriction and rebate, and timely return filing); (2) proper maintenance of records to support federal tax compliance; (3) investments and arbitrage compliance; (4) expenditures and assets; (5) private business use; and (6) designation of primary responsibilities for federal tax compliance of all bond financings.

Policy 23. Financing Proposals:

Any capital financing proposal by a City department involving the pledge or other extension of City's credit through sale of securities, execution of loans or leases, marketing guarantees, or otherwise involving directly or indirectly the lending or pledging of the City's credit, shall be referred to the Finance Department for review. The Finance Department will determine a recommendation to be forwarded to the City Council for approval.

Policy 24. Communication and Disclosure:

Significant financial reports affecting or commenting on the City will be forwarded to the rating agencies. Each bond prospectus will follow the disclosure guidelines will follow the disclosure guidelines of the Government Finance Officers Association of the U.S. & Canada.

Policy 25. Conduit Financings

The City may act as a conduit issuer and issue municipal securities to raise capital for revenue-generating projects where the funds generated are used by a third party (known as a "conduit borrower") to make payments to investors. The conduit financing is typically backed by either the conduit borrower's credit or funds pledged toward the project by outside investors. If a project fails and the security goes into default, it falls to the conduit borrower's financial obligation, not the conduit issuer. The City is not responsible for repayment of these bonds. The City will charge a fee to cover all costs (including staff time) associated with the issuance of these bonds.

Policy 26. Assessment Bonds:

Special assessment bonds are bonds whose proceeds sponsor a certain, defined project. Property taxes paying for the bonds will be levied only on those directly benefiting from the project. Special assessment bonds are not backed by the full faith and credit of the City and as such carry more risk than most general obligation bonds. If approved by the City Council, special assessment bonds may be issued that do have the full faith and credit of the City and these will be called "general obligation special assessment bonds."

Except as otherwise provided by law, the rate of interest payable on unpaid balances of special assessments levied against benefited properties shall not exceed the maximum rate in effect at the time of adoption of the final assessment schedule, as established by rule pursuant to Act 185 of 1957 section 123.755, Section 25 (as amended) of the State of Michigan Compiled Laws.

MEMORANDUM

DATE: November 7, 2013

TO: Mayor and City Council

FROM: Barbara VanDuren, Deputy City Manager/DDA Director

SUBJECT: Resetting DDA vs City Funding

The DDA Act allows the City to budget funds for the DDA's use. City funding used for the DDA would be general fund monies.

A benefit in DDA financing is the use of Tax Increment Financing, (TIF), which captures taxes levied by the City as well as other local taxing jurisdictions. For example:

	2010	2011
Total	284,014.04	333,544.96
City	169,194.52	189,996.87
Other	114,819.52	143,548.09

Plus, if necessary the DDA can levy up to 2 mills to spend on economic development activities.

Now is the perfect time for a DDA Plan reset. The DDA is not currently capturing taxes but I believe the corridor is on the cusp of an increase. The increase begins the capture of city taxes as well as taxes from other local jurisdictions. Initial years will be lean. Below is an estimated DDA capture for the initial three years after the reset using a 1% increase per year.

Estimated DDA Capture - 3 Years @ 1%/year						
			TV Captured	Captured City Millage	Other Tax Capture	Total Tax Capture
2013 Real Property TV Base	\$ 54,498,463					
Year 1 (1% increase)	\$ 55,043,448	\$ 544,985	\$ 6,353.05	\$ 4,584.79	\$ 10,937.84	
Year 2 (1% increase)	\$ 55,593,882	\$ 550,434	\$ 6,416.58	\$ 4,630.64	\$ 11,047.22	
Year 3 (1% increase)	\$ 56,149,821	\$ 555,939	\$ 6,480.75	\$ 4,676.95	\$ 11,157.69	
			\$ 19,250.37	\$ 13,892.38	\$ 33,142.75	
2013 Personal Property TV Base*	\$ 4,923,400					
Year 1 (1% increase)	\$ 4,972,634	\$ 49,234	\$ 573.94	\$ 414.19	\$ 988.13	
Year 2 (1% increase)	\$ 5,022,360	\$ 49,726	\$ 579.67	\$ 418.33	\$ 998.01	
Year 3 (1% increase)	\$ 5,072,584	\$ 50,224	\$ 585.47	\$ 422.52	\$ 1,007.99	
			\$ 1,739.08	\$ 1,255.04	\$ 2,994.12	
Total Capture - 3 Years			\$ 20,989.46	\$ 15,147.42	\$ 36,136.88	
*Properties with >40,000 TV City Millage 11.6573 Other Millage 8.4127						

The DDA Act permits the City to budget general fund dollars to help with projects such as marketing. This may be an avenue Council wants to explore for the 2014-15 Budget.

MEMORANDUM

DATE: November 5, 2013

TO: Curtis L. Holt, City Manager

FROM: William D. Dooley, Director of Public Works

SUBJECT: State of Michigan SAW Grant Application

On October 21, 2013, the City Council authorized Black & Veatch to assist Wyoming with a State of Michigan SAW grant application by performing a gap analysis of its current sewer system asset information. The application deadline is December 2, 2013, and if successful, Wyoming will receive up to \$2 million to finance the development of a comprehensive asset management program for the entire sewer system. The application process also requires that the City Council approve the attached resolution and grant agreement, which was prepared by the Michigan Department of Environmental Quality and approved by Michigan's Attorney General. This required action assures the MDEQ that Wyoming will follow through with the development of an asset management system, and pay its matching share, if it is awarded a SAW grant. The matching share is 10% for a grant of up to \$1 million and 25% for an additional amount over \$1 million up to \$2 million.

Due to the very limited amount of time available before the December 2 deadline, we would like to bring this information to the City Council's attention at their November 12 study session and request that they include the required resolution and grant agreement in their November 18 agenda.

Attachments: SAW Grant Resolution Form
SAW Grant Agreement Form

_____ of _____
County of _____

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the _____ of the _____ of _____
County of _____, State of Michigan, (the "Municipality") held on
_____.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution,
seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and
Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL
324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan
Department of Environmental Quality (the "DEQ") shall establish a strategic water quality
initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to
municipalities for sewage collection and treatment systems or storm water or nonpoint source
pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other
applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient
shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality
to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to establish a(n) (*select one or
more*) asset management plan, stormwater management plan, plan for wastewater/
stormwater, design of wastewater/stormwater, innovative technology, or for
disadvantaged community construction activities (up to \$500,000).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate
principal amount not to exceed _____ ("Grant") be requested from the MFA and
the DEQ to pay for the planning and/or design activities; and

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. _____ (*title of the designee's position*), a position currently held by _____ (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation from the general funds of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the _____ of the _____ of _____, County of _____, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name _____ of _____, Clerk
_____ of _____ County of _____



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW)

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

GRANT INFORMATION:

Project Name: _____
Project #: _____
Amount of Grant: \$ _____
Amount of Match \$ _____
Project Total \$ _____ (grant plus match)
Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A,

and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

(A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

October 4, 2013

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminated the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

October 4, 2013

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

October 4, 2013

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

Project No. _____

SAW Grant Program

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____; _____
_____ Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Project Planning Costs	
2. Design Engineering Costs	
3. User Charge Development Costs	
4. Wastewater Asset Management Plan Costs	
5. Stormwater Asset Management Plan Costs	
6. Stormwater Management Plan Costs	
7. Innovative Wastewater and Stormwater Technology Costs	
8. Disadvantaged Community Construction Cost	
9. Cost Subtotal	
10. LESS Local Match	
11. Requested SAW Grant Amount (Line 9 minus Line 10)	

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

STAFF REPORT

Date: November 6, 2013

Subject: Wyoming Senior Center Community Room Renovation (Phase III Project)

From: Rebecca Rynbrandt, Director of Community Service

Meeting Date: November 12, 2013 (Work Session)

RECOMMENDATION: It is recommended that the City Council:

1. Award the bid to the low bidder Vander Kodde Construction in the amount of \$181,952 renovation of the Wyoming Senior Center (WSC) Community Room (a.k.a. Auditorium).
2. Approve a budget amendment to provide for the use of Parks and Recreation Millage funds to be matched by Community Development Block Grant (CDBG) funds to provide for the project award plus contingency. The budget amendment is in the amount of \$100,200.

SUSTAINABILITY CRITERIA:

Environmental Quality – In 2005 the City of Wyoming began a planning process called the Senior Visioning Initiative (SVI) to ascertain the changing needs of older adults and the projected impacts of the aging, in relation to services, programs, and facilities of the Wyoming Parks and Recreation Department, including that of the Wyoming Senior Center (WSC). An outcome from this work included a City Council approved facility renovation plan of the WSC to be completed in phases as funding allowed.

Social Equity – The City Council, Parks and Recreation Commission, Community Development Committee, and its citizens identified the need for this project within the community's SVI, 5-Year Recreation Master Plan, Community Development Action Plan, and FY 2014 budget.

Economic Strength – Well maintained, aesthetically pleasing, contemporary public facilities are catalysts in improving and maintaining the economic vitality of community. Public facilities through programmed and passive use provide for economic stimulus and community prosperity.

DISCUSSION:

The WSC Community Room has not been touched, outside of new paint, since 1977. Renovation of the community room shall complete Phase III of our renovation plans, following improvements to the entry and reception area (Phase I), and Game Room (Phase 2).

Eight bids were received for this work ranging from a low of \$181,952 to a high of \$238,000. Our consultant Progressive AE, formerly Design+, has joined with me in reviewing the bids. Finding positive references and having found low bidder Vander Kodde Construction's bid in order, we are recommending their award.

Joining the City in investing in the Community Room Renovation is the Wyoming Senior Center Fellowship Club. The Club has contributed \$60,000 towards the purchase of new chairs, tables, and bingo machine.

BUDGET IMPACT:

The WSC is located within a CDBG eligible area as well as provides services to CDBG eligible clientele as defined by the federal Housing and Urban Development Department.

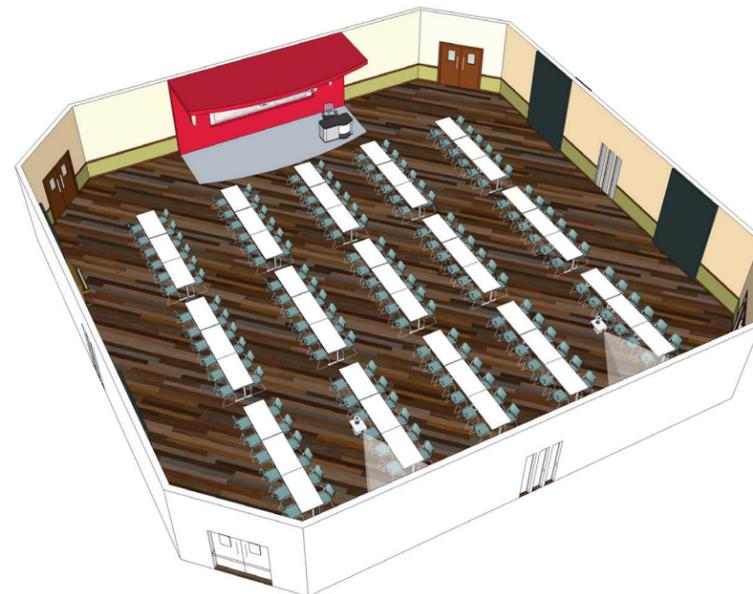
Funds are available to finance this project out of the Community Development Block Grant fund and the Parks and Recreation Operational Millage fund.

Project Costs	
Vander Kodde Construction Low Bid	\$181,952
Project Contingency (10%)	\$18,200
Project Cost (Rounded)	\$200,200

Project Funding	
Community Development Block Grant 256-400-69214-956.060	\$100,000
Parks and Recreation Millage (Fund Balance)* 208-752-75800-975.225	\$100,200
Project Cost (Rounded)	\$200,200

A budget amendment would be necessary to transfer \$100,200 from the Parks and Recreation Fund Balance to account number 208-752-75800-975.225.

If the City Council moves this matter to the regular meeting of November 18, 2012 a resolution and budget amendment shall be prepared.



DESIGN COMPONENTS

new flooring

new walls, ceilings, and lighting

updated stage design

new furniture
easy to use + move flip top tables

new bingo machine

updated technology
(4) wall projectors
(2) flat screen monitors
nintendo wii

MEMORANDUM

TO: Rebecca Rynbrandt, Director of Community Services

FROM: Timothy Cochran, City Planner

DATE: November 5, 2013

SUBJECT: Class C Liquor License Standards – Adjoining Communities

You requested information regarding adjoining community requirements for restaurants to request a liquor license. This information will assist the City Council in evaluating what may be appropriate standards for Wyoming.

	Wyoming	Grandville	Kentwood	Walker	Grand Rapids (see note)
Minimum Dining Area	3,500 sq.ft.	None	None	None	None
Minimum Dining Capacity	150	150	150	125	None
Minimum Kitchen / Food Prep	50% of dining area	None	None	65% of dining area	None
Maximum Bar Counter Space	20% of dining area	None			
Minimum Food / Beverage Percentage	50%	50%	None	None	50%
Waivers Permitted	Yes	No	No	Yes (defined parameters)	

Note: The City of Grand Rapids is distinct from the other communities in evaluating restaurants desiring liquor licenses. The Planning Director has approval authority. Considerations regarding neighborhood character, use type, type of activities, hours of operation, police resources and secondary effects from the proposed use are considered. Referrals by the Planning Director may be directed to the Planning Commission for review.

Each community's specific requirements are unique. Their applicable ordinance sections are attached for reference.

ARTICLE IV. ALCOHOLIC LIQUORS ¹¹

Sec. 14-176. Compliance with article required for issuance or transfer of license.

Sec. 14-177. On-premises consumption licenses.

Sec. 14-178. Locations where license is not permitted.

Sec. 14-179. Required seating capacity for tavern, class C and class B licenses.

Sec. 14-180. Conduct of business.

Sec. 14-181. License restrictions.

Sec. 14-182. Application procedure.

Sec. 14-183. Closing times.

Sec. 14-184. Revocation or nonrenewal of license—Procedure for recommendation.

Sec. 14-185. Same—Hearing procedure.

Sec. 14-186. Same—Review by police department.

Sec. 14-187. Licenses for specially designated merchants (SDM) and specially designated distributors (SDD).

Sec. 14-188. Sunday alcohol sales.

Secs. 14-189—14-210. Reserved.

Sec. 14-176. Compliance with article required for issuance or transfer of license.

The city council shall not approve the issuance or transfer of a license for the sale of alcoholic beverages for consumption on the premises except in accordance with the terms and conditions of this article.

(Code 1983, § 80.91)

Sec. 14-177. On-premises consumption licenses.

The city hereby authorizes licenses for businesses where alcoholic beverages are sold for consumption on the premises in accordance with the number allowed by state statute and liquor control regulations in accordance with the latest decennial census.

(Code 1983, § 80.92; Ord. No. 2-04, § 1, 1-19-04; Ord. No. 09-04, § 1, 6-21-04; Ord. No. 09-05, § 1, 5-16-05; Ord. No. 11-05, § 1, 6-20-05)

Sec. 14-178. Locations where license is not permitted.

No places where alcoholic beverages are sold for consumption on the premises shall be permitted:

- (1) Within 500 feet of an improved and equipped school ground or playground.
- (2) Within 500 feet of a church. Such distance shall be measured from the nearest point of the church building to the nearest point of the building in which the business is to be conducted.
- (3) In residential zones.
- (4) Within 500 feet of a residential zone unless the application is accompanied by the written consent of the majority of the owners, including both husbands and wives of all residential property within 500 feet of the proposed locations, or unless the place is located on a recognized commercial street where three-fourths of the frontage within 500 feet on both sides of the street is devoted to some commercial use.
- (5) On a street where, by virtue of density of traffic or other conditions, the proposed use would, in the judgment of the city council, constitute a traffic hazard.
- (6) At any place where, by reason of insufficient lighting or lack of police patrol, or other conditions, the proposed use would constitute a nuisance in the judgment of the city council.
- (7) Any of the subsections of this section may be waived by the city council where it is deemed to be in the best interest of the city.

(Code 1983, § 80.93; Ord. No. 2-04, § 1, 1-19-04; Ord. No. 11-05, § 2, 6-20-05)

Sec. 14-179. Required seating capacity for tavern, class C and class B licenses.

All tavern, class C and class B licenses shall have the following accommodations:

- (1) All motels and hotels selling alcoholic liquor for consumption on the premises shall contain 50 or more guestrooms and have a dining table capacity for 100 or more persons, and, if additional counter space is provided for the dispensing and sale of alcoholic liquor, such counter space shall accommodate not more than 20 percent of the seating capacity of the entire dining room.
- (2) The requirements for restaurants with class C and tavern licenses shall be as follows:
 - (a) Buildings 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 square feet.
 - (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.
 - (c) Counter space or bar space for the dispensing of alcoholic beverages shall not exceed 20 percent of the seating capacity of all dining areas.
 - (d) The combined kitchen and food storage facilities shall have a square footage equal to at least 50 percent of the square footage of all dining areas.
 - (e) In restaurants with tavern licenses, beer and wine shall be served at tables only, with no bar or counter dispensing allowed.
 - (f) There shall be no live entertainment or dancing permitted in restaurants with tavern licenses.

- (3) All licenses shall be operated in conjunction with a restaurant as a unit, and there shall be no separation of ownership between the license and the restaurant business. The primary business shall be that of the restaurant, which shall mean that more than 50 percent of the gross income shall be derived from the restaurant business, exclusive of all alcohol sales. All licensees who as of January 1, 1980, do not have a restaurant business in conjunction with the license are hereby excluded from the provisions of this subsection. Those licensees who have a restaurant in conjunction with their business are hereby included in this subsection. On or before January 30 of each year, all licensees shall submit to the city clerk an annual report showing the total restaurant sales and the total sales from alcoholic beverages and such other information as may be necessary for the city to be able to determine whether or not the licensee is complying with this subsection.
- (4) The provisions in this section for class C licenses may be waived by the city council where an applicant for such class C license is a nonprofit, religious-oriented fraternal organization chartered by a national organization, and which applicant has been established in the city for a minimum period of five years.
- (5) Any of the conditions of this section may be waived by the city council if it is deemed that such waiver is in the best interest of the city.

(Code 1983, § 80.94; Ord. No. 11-05, § 3, 6-20-05)

Sec. 14-180. Conduct of business.

The owner, as well as the agents and servants of the owner, actually engaged in the operation of a place of business, licensed to sell alcoholic beverages on the premises, shall at all times be responsible for the conduct of occupants and patrons. No disorderly, loud or boisterous conduct shall be permitted, nor shall any entertainment be given or permitted which is offensive, indecent or obscene in its nature. Front windows shall at all times be clear of curtains, screens or objects which would tend to obstruct vision into the establishment from the front and outside of the premises. No living quarters shall be permitted in the same building, if they are connected to the business establishment in such a way that the public has, or is likely to have access thereto. No booths shall be permitted which are completely enclosed or capable of being either permanently or temporarily completely enclosed or locked or with partitions higher than four feet from the floor. No such place shall permit alcoholic beverages to be served or consumed in private rooms unless the door to such room shall be open during the period while such alcoholic beverages are being consumed therein. All places must have separate toilet facilities for men and women.

(Code 1983, § 80.95)

Sec. 14-181. License restrictions.

The restrictions and requirements set forth in this article shall be applicable to:

- (1) All new licensees, and such licensees shall not be entitled to a license unless and until they comply with all of the requirements and restrictions set forth in this section.
- (2) Transfers involving both a change of license ownership and license location.
- (3) Transfers involving a change of license location involving a change of license ownership where such transfer is made on a voluntary basis. Such restrictions shall not be required where a licensee is compelled to transfer his location because of eminent domain condemnation, other operation of law or an involuntary act. The restrictions and requirements set forth in this article shall not apply to transfer involving a change of license ownership where there is not at the same time a change of license location.

(Code 1983, § 80.96)

Sec. 14-182. Application procedure.

- (a) Prior to filing an application with the state liquor control commission for a license to sell alcoholic beverages for consumption on the premises, such applicant shall first make a request for approval to the city upon forms provided by the city clerk. Such forms shall be filed with the city clerk. The application fee to be paid at time of filing shall be determined by the city council by resolution. If the application is for a place of business in a district mentioned in [section 14-178](#), it shall be accompanied by the written consent required by [section 14-178](#) before it shall be transmitted by the city clerk to the city council and before any action shall be taken thereon. Upon receipt of such application, the city clerk shall transmit the application to the chief of police, who shall endorse upon such application his recommendation concerning the applicant. The city clerk shall also transmit such application to the city treasurer, who shall endorse thereon a statement as to whether the applicant is in default to the city in connection with the payment of any taxes or other obligations. Following endorsements by the police chief and the city treasurer, the city clerk shall transmit the application to the city council.
- (b) The city council may deny to approve an application if the applicant has not conformed with the provisions of this article; or if the applicant or his partner shall have twice previously been convicted of a criminal offense relating to the manner in which the premises upon which the business is to be conducted was operated; or if the applicant or his partner has been convicted of a criminal offense involving the sale, possession or use of intoxicating liquor; or if the applicant or his partner has been convicted of any criminal offense involving moral turpitude.

(Code 1983, § 80.97; Ord. No. 16-05, § 1, 11-7-05)

Sec. 14-183. Closing times.

No alcoholic liquor shall be sold on any premises covered by this article on any Sunday or on the period between December 24 and December 26 except as provided by the Michigan Liquor Control Act (MCL 436.101 et seq.) and in accordance with the regulations established pursuant to that Act.

(Code 1983, § 80.98; Ord. No. 19-95, § 1, 11-27-95; Ord. No. 25-96, § 1, 1-6-97; Ord. No. 08-06, § 1, 3-20-06; Ord. No. 28-06, § 1, 12-4-06; Ord. No. 13-10, § 1, 12-20-10)

Sec. 14-184. Revocation or nonrenewal of license—Procedure for recommendation.

The city council may recommend to the state liquor control commission that a common class C or class B liquor license be revoked or not be renewed upon a determination by the city council that any one or more of the following has occurred after a hearing has been conducted:

- (1) The licensee maintained a nuisance upon the premises.

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ARTICLE II. LICENSE FOR CONSUMPTION ON PREMISES

whether the applicant is in default to the city in connection with the payment of any taxes or other obligations. Following endorsements by the police chief and the city treasurer, the city clerk shall transmit the application to the city council. The city council shall consider the application and may request the applicant to furnish such additional information as may be necessary to determine whether the requirements of this article have been met. Any grant of approval, denial of approval, or revocation or suspension of approval shall be evidenced by an appropriate resolution of the council.

(Ord. No. 133, eff. 11-23-70; Comp. Ords. 1977, § 20.211)

Sec. 3-34. Qualification of applicants.

- (a) No application to sell alcoholic liquor for consumption on the premises shall be approved if the applicant has been convicted of three (3) or more violations of law relating to the sale or consumption of alcoholic liquor or any felony within a period of five (5) years preceding the receipt of the application.
- (b) No application to sell alcoholic liquor for consumption on the premises shall be approved if the city council shall find that the conduct of the applicant has been such as to reasonably justify the conclusion that he would either intentionally violate or neglect to comply with the provisions of this article.
- (c) No application to sell alcoholic liquor for consumption on the premises shall be approved unless the applicant shall produce satisfactory evidence that he has financial resources sufficient to allow him to meet the requirements of this article.

(Ord. No. 133, eff. 11-23-70; Comp. Ords. 1977, § 20.203)

Sec. 3-35. Requirements for Class B hotel license.

All Class B hotel licensees shall have at least the following accommodations:

- (1) Forty (40) guestrooms;
- (2) A dining capacity for not less than one hundred (100) persons, and if additional counter space is provided for the dispensing and sale of alcoholic liquors, such counter space shall be limited to accommodate not more than a number which is equal to twenty (20) percent of the dining capacity.

(Ord. No. 133, eff. 11-23-70; Comp. Ords. 1977, § 20.204)

Sec. 3-36. Requirements for Class C license.

The establishments of all Class C licensees shall have a dining capacity of at least one hundred fifty (150) persons, and, if additional counter space is provided for the dispensing and sale of alcoholic liquors, such counter space shall be limited to accommodate not more than a number which is equal to twenty (20) percent of the dining capacity.

(Ord. No. 133, eff. 11-23-70; Comp. Ords. 1977, § 20.205)

Sec. 3-37. Floor area.

No establishment for which an application for approval of a Class B hotel or a Class C license has been submitted shall be considered to have the dining capacity as required in sections 3-35 and 3-36

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ARTICLE II. LICENSE FOR CONSUMPTION ON PREMISES

above unless the square footage of the dining area shall provide for not less than fifteen (15) square feet of space per person seated.

(Ord. No. 133, eff. 11-23-70; Comp. Ords. 1977, § 20.206)

Sec. 3-38. Separation of dining area counter space.

The dining area provided with respect to any Class B hotel license or Class C license under this article shall be separated by some suitable partition, which shall extend from the floor to the ceiling, from any area where additional counter space for dispensing of alcoholic liquors is provided. Such partition shall be so constructed that the counter space is not visible to patrons seated in the dining area.

(Ord. No. 133, eff. 11-23-70; Comp. Ords. 1977, § 20.207)

Sec. 3-39. Percentage of receipts from sale of food and nonalcoholic beverages.

No Class B hotel or Class C license shall be approved for any establishment which is not a bona fide restaurant. An establishment shall be deemed to be a bona fide restaurant if it meets the requirements set forth in sections 3-35 and 3-36, and, in addition, at least fifty (50) percent of its gross receipts from the sale of food and beverages, including alcoholic liquors, are derived from the sale of food and beverages other than alcoholic liquors. Should any establishment at any time cease to meet the requirement of this section and should such failure continue for a period of six (6) months, the city council may suspend or revoke its approval and the continued sale of liquor for consumption on the premises shall constitute a violation of this article. All establishments shall maintain accurate records of receipts and disbursements in such a manner that receipts from food and beverages other than alcoholic liquors can be readily distinguished from receipts for alcoholic liquors. Such records shall be available for inspection by the city or its agent from time to time during normal business hours.

(Ord. No. 133, eff. 11-23-70; Comp. Ords. 1977, § 20.208)

Sec. 3-40. Nudity prohibited.

- (a) A licensee shall not allow in or upon the licensed premises any person in a state of nudity.
- (b) A licensee shall not hire, employ, or procure a person to appear in or upon the licensed premises in a state of nudity.
- (c) No person shall appear in or upon premises licensed for the sale of alcoholic liquor in a state of nudity.
- (d) A licensee shall not allow in or upon the licensed premises the showing of films, television, slides, or other electronic reproductions which depict scenes wherein any person appears in a state of nudity. This prohibition does not apply to any public broadcast television transmission from a federally licensed station.
- (e) For purposes of this section, "nudity" means a state of undress so as to expose to the view of another person the following body parts without any covering or with less than a fully opaque covering:
 - (1) The whole or part of the pubic region;
 - (2) The whole or part of the anus;
 - (3) The whole or part of the buttocks;
 - (4) The whole or part of the genitals; or

PART 2 - CODE OF ORDINANCES
Chapter 6 - ALCOHOLIC LIQUOR
ARTICLE 2. - SALE FOR ON-PREMISES CONSUMPTION

DIVISION 3. - PHYSICAL REQUIREMENTS FOR PREMISES

DIVISION 3. - PHYSICAL REQUIREMENTS FOR PREMISES

Sec. 6-91. - Generally.

- (a) Every establishment dispensing alcoholic beverages shall be maintained in good safe repair. Any establishment which is structurally unsafe or is not provided with adequate ingress and egress or which constitutes a fire hazard or is otherwise dangerous to human life or constitutes a hazard to safety or health by reason of inadequate maintenance shall not be approved as a licensed establishment.
- (b) All licensees shall be governed by, and shall observe all regulations pertaining to, sanitation and health as promulgated by the City and/or the County.
(Comp. Ords. 1987, §§ 21.657(A), 21.662(F)(1))

Sec. 6-92. - Seating capacity.

- (a) All hotels and/or motels selling alcoholic beverages for consumption on the premises under a "class A" or "class B" license shall be required to have 20 or more guest rooms and a restaurant having a dining table capacity of not less than 75 persons, and if additional counter or bar space is provided for the dispensing and sale of alcoholic beverages, such counter or bar space shall be limited in size so as to not accommodate more than 20 percent of the seating capacity of the entire dining room in which the counter or bar is located.
- (b) All establishments which are not a part of a hotel, motel or conference center operation selling alcoholic beverages for consumption on the premises shall have a restaurant with a dining table capacity for not less than 150 persons, and if a bar or counter space is provided for the dispensing and sale of alcoholic beverages, such bar or counter space will occupy not more than 20 percent of the seating capacity of the dining room. This subsection does not apply to establishments selling beer for consumption on the premises under a "microbrewery" license and/or selling wine for consumption on the premises under a "small wine maker" license, except as provided in subsections (c) and (d) respectively.
- (c) Any establishment selling beer for consumption on the premises under a "microbrewery" license may have a full menu or limited menu restaurant and/or taproom on the premises. If the micro brewer has a restaurant on the premises, the micro brewer shall be subject to the restrictions set forth in subsection (b). If the micro brewer does not have restaurant on the premises, the micro brewer may have a taproom on the premises with seating capacity for not more than 30 persons and a total capacity for not more than 50 persons and shall have more than one variety of deli-style or snack food available for consumption on the premises during all hours of operation, whether the food be provided free of charge or made available for purchase.
- (d) Any establishment selling wine for consumption on the premises under a "small wine maker" license will have a full menu or limited menu restaurant on the premises. A small wine maker is limited to a seating capacity for not more than 30 persons and a total capacity for not more than 50 persons and the food will be provided free of charge or made available for purchase.
(Comp. Ords. 1987, § 21.655; Ord. No. 8-08, § 3, 7-25-2008)

Chapter 6 ALCOHOLIC LIQUORS

Sec. 6-9. Requirements for establishments selling spirits for on-premises consumption; waiver.

- (a) In addition to other requirements of this chapter, all establishments with a class C or class B license issued by the state, in which spirits are sold for consumption on the premises, shall have a dining table capacity for 125 or more persons and, if additional counter space is provided for the dispensing and sale of spirits, such counter space shall accommodate not more than 20 percent of the seating capacity of the entire dining room.
- (b) No establishment shall be considered to have the dining table capacity and seating capacity required by subsection (a) unless the square footage of the dining area shall provide for not less than 15 square feet of space per patron and unless such establishment shall have combined kitchen and food storage facilities having a square footage equal to at least 65 percent of the square footage of the dining table area.
- (c) Subsections (a) and (b) may be waived by the city commission for an establishment seeking the issuance or transfer of a class C license only if the city commission determines in its discretion that the waiver is in the best interests of the city and the public, the city commission determines in its discretion that the standards in section 6-4 are satisfied, and the establishment satisfies all of the following criteria, as determined by the city commission:
- (1) The establishment has a dining table capacity of not less than 100 persons based on 15 square feet of space per patron as provided in subsection (b);
 - (2) The establishment has combined kitchen and food storage facilities having a square footage equal to not less than 50 percent of the square footage of the dining table area;
 - (3) The gross receipts of the establishment from the sale of food and other goods and services excluding beer, wine, spirits, or other alcoholic liquor are reasonably expected to exceed 60 percent of the total monthly gross receipts of such establishment; and
 - (4) The establishment does not have a "drive thru" or "drive up" window for the sale of food, beverages, or other items to customers in vehicles.
 - (5) The establishment has operated as a bona fide restaurant within the city for at least one year prior to the application for a waiver without a class C or other license to sell alcoholic liquor.
 - (6) The seating available at a bar or similar counter space for the dispensing of alcoholic beverages shall be limited to no more than ten patrons.

Nothing in this subsection shall be construed to limit the city commission's discretion under section 6-4 of this article or any discretion of the city commission in reviewing the waiver, it being the intent of this subsection to reserve the city commission's discretion to the fullest extent of the law. The city commission shall consider an application for a waiver for the issuance of a new license as provided in this section. Before approving any transfer of a class C license of an establishment with a waiver under this subsection, the city commission shall review the application for transfer by applying the standards and criteria for the waiver in this section except that subsection (6) shall not apply to a transfer to a new owner at the same location.

- (d) A person who wishes to obtain a waiver pursuant to subsection (c) shall file an application, in duplicate, with the city clerk requesting the approval of the city commission for such waiver. Such application shall be accompanied by financial statements from similar establishments operated by the applicant for their last full fiscal year preceding the application or other pertinent financial information showing that the establishment will derive at least 60 percent of its total monthly gross receipts from the sale of food and other goods and services excluding beer, wine, spirits, and other alcoholic liquor. An establishment obtaining a waiver and a class C license under subsection (c) shall at all times thereafter derive at least 60 percent of its total monthly gross receipts from the sale of food and other goods and services excluding the sale of beer, wine, spirits, or other alcoholic liquor.

Sec. 5.9.05. Alcohol Sales and Consumption.

A.

Purpose. Alcohol-related uses tend to have a particularly detrimental effect on a geographic area where there is a concentration of such uses in proximity to each other. Neighborhood character, use type and type of activities, hours of operation, police resources and the secondary effects resulting from these uses must be taken into consideration during the alcohol licensing process.

B.

Applicability. Any land use that requires a license from the Michigan Liquor Control Commission (LCC) for the sale or consumption of beer, wine or alcoholic beverages (on- or off-premises, whether packaged, by the bottle, by the glass or otherwise) and any expansion or other changes in such a land use, shall require review and approval as specified in Table 5.9.05.C. The Planning Director maintains the right to direct any alcohol application to the Planning Commission for review.

C.

Approval Procedures for the Sales or Service of Alcohol. The following may be permitted administratively by the Planning Director, barring any concerns upon evaluation of the review standards. The Planning Director maintains the right to direct any alcohol application to the Planning Commission for review. For the purposes of this section, "restaurant" shall refer to a full service restaurant offering full meals for consumption on the premises during all business hours (and not generally for take-out) with beer and wine, or sales of alcoholic beverages by the glass. Food receipts shall exceed fifty (50) percent of sales when compared to alcohol. The establishment shall close prior to midnight.

Table 5.9.05.C. Approval Procedures for the Sales or Service of Alcohol			
	License	Description	Review Procedure
On-Premise Consumption	Class C, Club, Hotel, Resort, Tavern	New license for a new bar	SLU review
		Expansion of an existing bar	Administrative review if seating capacity and/or square footage of dedicated area is enlarged by no more than 20%; SLU if greater than 20%

			increase.
		New license for a new or existing restaurant; or expansion of an existing restaurant with alcohol	Administrative Site Plan Review if the establishment closes at or before midnight; SLU if hours extend past midnight.
	Brewpub, Micro Brewer	New license and expansion	SLU review; for expansion of production only, please see Table 5.6.06.B.
	Entertainment, Dance, After Hours	New license and expansion	SLU review
	Outdoor Service	New outdoor license for a new or existing bar or restaurant	Administrative Site Plan Review if along public right-of-way at the ground floor and in compliance with hours for outdoor service (10:00 p.m. Sunday through Thursday; 11:00 p.m. Friday through Saturday); SLU review if not at right-of-way, outside of approved hours, or within 300 feet of a residential use.
		Expansion of an existing outdoor service area not abutting the public right-of-way	Administrative Site Plan Review if seating capacity and/or square footage of dedicated area is enlarged by less than 20% and hours of operation are in compliance with ordinance; SLU if greater than 20% or hours exceed 10:00 p.m. Sunday through Thursday and/or 11:00 p.m. Friday through Saturday, or within 300 feet of a residential use.
Off-Premise Consumption	SDM	New retail license	SLU review; unless in conjunction with a restaurant or brewpub then administrative Site Plan Review so long as there is no assigned floor area or display dedicated to packaged alcohol sales.
		Expansion of existing sales area	SLU review

	SDD	New or expanded license	SLU review
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D.

Application Requirements. Each application shall be accompanied by a detailed site plan and such information as is necessary to demonstrate the proposed use or change in use meets the review standards contained herein. The following shall be submitted as part of a Special Land Use application:

1.

License Application. A copy of the license application submitted to the LCC; or in the case of a development district license pursuant to City Commission Policy 300-08 Requirements for Approval of Liquor License Requests in City Development Districts, a copy of the license application submitted to the City Clerk.

2.

Site Plan. A site plan illustrating the proposed location where the alcohol sales would occur, as well as all other locations where sales presently exist within a one thousand (1,000) foot radius of the closest lot lines of the subject site, including but not limited to restaurants, bars, convenience stores, and other alcohol retail outlets. The locations of other Special Land Uses, such as social or service clubs, second hand sales and regulated uses should also be identified on the plan.

E.

Review Standards. These review standards shall be used by the Planning Commission or Planning Director in the consideration of an alcohol request. The applicant shall demonstrate how these standards are satisfied by providing a written statement that responds to the following:

1.

Given the character, location, development trends and other aspects of the neighborhood in which the proposed LLC licensed use or change in an LCC licensed use is requested, it is demonstrated that the neighborhood is underserved by such a use and that the addition of the LLC licensed use or proposed change in use will demonstrably be an asset to the neighborhood.

2.

In the case of a development area license pursuant to City Commission Policy 300-8, the Planning Commission or Planning Director shall also consider the recommendations of the development area board and may

consider how the issuance of a license would promote economic growth in a manner consistent with adopted goals, plans or policies of the area.

3.

The use or change in use as constructed and operated by the applicant is compatible with the neighborhood in which it will be located.

4.

Adjacent or nearby parks (e.g., public parks or recreation centers), playgrounds (e.g., public or private), religious institutions, or schools will not be adversely affected.

5.

The use or change in use as constructed and operated by the applicant will not have any, or minimal, negative secondary effects on the neighborhood. Negative secondary effects can include the following impacts:

a.

Vehicular and pedestrian traffic, particularly during late night or early morning hours that might disturb area residents.

b.

Noise, odors, or lights that emanate beyond the site's boundaries onto property in the area on which there are residential dwellings.

c.

Excessive numbers of persons gathering outside the establishment.

d.

Peak hours of use that add to congestion or other negative effects in the neighborhood.

e.

Fighting, brawling, outside urination or other behavior that can accompany intoxication.

f.

Robberies, shoplifting and other crimes that affect party stores, convenience stores and other retail establishments open late.

6.

Evaluation Considerations. The Planning Commission or Planning Director, in the review, shall take into consideration the following:

a.

For a use involving sales of beer and wine, or sales of alcoholic beverages by the glass, an application related to a full service restaurant offering full meals for consumption on the premises (and not generally for take-out) at all times it is open for business and that

closes prior to midnight shall be presumed to have minimal negative secondary impacts.

b.

For a use involving retail sales of beer, of wine and/or of alcoholic beverages for off-premises consumption, an application related to a full service supermarket or an establishment that features imported or ethnic food items not commonly available in party, convenience or grocery stores, and that closes by 11:00 p.m. shall be presumed to have minimal negative secondary impacts.

c.

The presumptions in Subsections E.6.a. and E.6.b. above will not apply if the current or proposed location has had instances of negative secondary impacts or if the applicant has owned, operated or otherwise been affiliated with an establishment that has had instances of negative secondary impacts such as those described in Subsection E.5.a. above.

F.

Terms.

1.

For purposes of this Section, "neighborhood" means a neighborhood recognized by this ordinance, a neighborhood served by an organized neighborhood association recognized by the City, or an area within a one thousand (1,000) foot radius of the applicant's site, whichever is greater.

2.

For the purposes of this section, "restaurant" shall refer to a full service restaurant offering full meals for consumption on the premises during all business hours (and not generally for take-out) with beer and wine, or sales of alcoholic beverages by the glass. Food receipts shall exceed fifty (50) percent of sales when compared to alcohol. The establishment shall close at or before midnight.

G.

Other Requirements.

1.

Cash Register Viewing Window. The cash register for a convenience/package goods store shall be clearly visible from the street. The viewing window shall be at least fifteen (15) square feet in size and consist of clear glass. No signs shall be posted on the viewing window.

2.

Entertainment. The requirements of Section 5.9.11. Entertainment shall also apply if a Dance or Entertainment permit has been requested from the State or City.

3.

Requests for Dance, Entertainment or After Hours permits shall be considered a change in land use and shall be subject to the requirements of this Section.

(Ord. No. 2010-54, §§ 3, 4, 9-14-10; Ord. No. 2011-54, §§ 47—50, 11-29-11)