

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

**Monday, May 12, 2014, 7:00 P.M.**

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) Road Diets – Porter Street**
- 5) Grand Valley Regional Biosolids Authority Budget for FY 2015**
- 6) Traffic Group Services for Other Agencies**
- 7) Jurisdiction Changes for Certain Kent County Drains**
- 8) Additional Public Safety Needs**
- 9) Transference of Operation of Stepping Stones Program**
- 10) Acquisition of Tax Foreclosed Property**
- 11) Downtown Development Authority Budget for FY 2015**
- 12) Fee Schedule Changes**
  - Water and Sewer Rates**
  - Engineering Fees**
  - Business License Fees**
- 13) Any Other Matters**
- 14) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**

## MEMORANDUM

DATE: May 7, 2014

TO: Curtis L. Holt, City Manager

FROM: William D. Dooley, Director of Public Works

SUBJECT: Road Dieting Study

About a year ago, Wyoming hired a local traffic engineering expert, Pete LaMourie of Progressive AE, to evaluate the city's major street system and determine if there are streets which make good candidates for "road dieting." In other words, Pete was asked to determine whether there are existing four-lane streets which can or should be reduced to three-lanes with bike lanes on one or both sides of the street. This is one step in a long-term process to improve Wyoming's access to all modes of transportation.

Pete LaMourie is nearly complete with his investigation and recommendations. We would like to invite Pete to briefly present his findings to the City Council at their May 12, 2014 study session. If the Council is supportive of the road dieting concept, and Pete LaMourie's recommendations, we will follow through and implement the necessary lane changes at the time the recommended street segments are resurfaced and new pavement marking are placed. One such street segment, Porter Street from Byron Center to Burlingame, is currently in the process of being resurfaced and could be the first street in Wyoming with on-street bike lanes.

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

**RESOLUTION TO APPROVE THE GRAND VALLEY REGIONAL  
BIOSOLIDS AUTHORITY (GVRBA) BUDGET FOR FISCAL YEAR 2015**

**WHEREAS:**

1. As detailed in the attached Staff Report, the GVRBA Operations Team and Project Manager have prepared a budget for fiscal year 2015 as required by the Joint Biosolids Management Project Agreement.
2. The GVRBA Board of Directors has reviewed and approved the GVRBA budget for fiscal year 2015 at its regular meeting held on March 27, 2014.
3. The City of Wyoming is required by the Joint Biosolids Management Project Agreement to approve the budget prior to the start of the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The City Council does hereby approve the Grand Valley Regional Biosolids Authority (GVRBA) budget for fiscal year 2015.

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

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

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

**ATTACHMENTS:**  
Staff Report – GVRBA Project Manager  
GVRBA Budget Worksheet

## STAFF REPORT

**Date:** May 5, 2014  
**Subject:** Grand Valley Regional Biosolids Authority FY2015 Budget Approval  
**To:** William Dooley, Director of Public Works  
**From:** Aaron Vis, GVRBA Operations Team Project Manager  
**Meeting Date:** May 19, 2014

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### RECOMMENDATION:

It is recommended that the Wyoming City Council approve the FY2015 Budget for the Grand Valley Regional Biosolids Authority (GVRBA), as required by Section 11 of the Joint Biosolids Management Project Agreement between the communities of Wyoming and Grand Rapids.

### SUSTAINABILITY CRITERIA:

*Environmental Quality:* The adoption of the FY15 Budget assures the continued commitment by the City of Wyoming to provide a diversity of residuals disposition options that are environmentally beneficial including land application (fertilizer) and landfill (energy generation).

*Social Equity:* The adoption of the FY15 Budget provides residuals treatment and disposition in a manner that is fair and responsive to all citizens of the community.

*Economic Strength:* The FY15 Budget presents an affordable means of biosolids treatment and disposition, as reflected by the City's commitment to partner with Grand Rapids to produce efficiencies gained by leveraging the resources of both communities.

### DISCUSSION:

The Operations Team of the GVRBA is required to develop an annual budget that must be approved by the GVRBA Board of Directors, Wyoming City Council, and Grand Rapids City Commission. Budget development occurred earlier this year. On March 27, 2014, the GVRBA Board of Directors approved the FY15 Budget, necessitating subsequent approval by both communities.

The FY15 Budget includes contractual increases for major expenses such as land application subcontracting, landfill tipping fees, trucking fees and maintenance. Capital improvements are anticipated for improving site safety and more efficient biosolids pumping.

Per the Joint Biosolids Management Project Agreement, the City of Wyoming is responsible for paying a percentage of the FY15 budget based on volume (dry ton) contribution of the previous year. For the FY15 year, Wyoming must contribute 32.81% towards the GVRBA total budget or approximately \$2,387,147. This is approximately \$250,000 less than was required in FY14.

**BUDGET IMPACT:**

The City of Wyoming contribution to the GVRBA FY15 budget is expected to be approximately \$2,387,147. Pending approval of the City of Wyoming FY15 Budget, sufficient funds should exist in the GVRBA Land Application (590-590-54800) and Pumphouse (590-590-54801) accounts.



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

**RESOLUTION TO APPROVE A SECOND AMENDMENT TO JOINT BIOSOLIDS  
MANAGEMENT PROJECT AGREEMENT BETWEEN  
THE CITY OF WYOMING, CITY OF GRAND RAPIDS AND THE  
GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY AND AUTHORIZES THE  
MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT**

**WHEREAS:**

1. The City, the City of Grand Rapids (“Grand Rapids”) and Grand Valley Regional Biosolids Authority (“GVRBA”) have entered into a Joint Biosolids Management Project Agreement dated as of July 1, 2009, as amended by a First Amendment to Joint Biosolids Management Project Agreement dated as of January 1, 2011 (collectively, the “Agreement”), related to the parties undertaking a joint regional biosolids management project.
2. The Agreement provides that it has an initial term of thirty years ending June 30, 2039, with the ability of the parties to agree at each successive five year anniversary date to a five year extension of the term.
3. July 1, 2014, is the first five year anniversary of the Agreement and it has been determined to extend the term of the Agreement an additional five years pursuant to a Second Amendment to Joint Biosolids Management Project Agreement (the “Second Agreement”) between the City, Grand Rapids and GVRBA.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Second Amendment extending the term of the Agreement an additional five years ending June 30, 2044, in the form presented at this meeting is approved.
2. That the Mayor and City Clerk are authorized and directed to execute the Second Amendment for and on behalf of the City provided similar resolutions have been adopted by the Grand Rapids City Commission and GVRBA Board of Directors.
3. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

**ATTACHEMENTS:**

Staff Report – GVRBA Project Manager  
Second Amendment

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

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

## STAFF REPORT

**Date:** May 5, 2014  
**Subject:** Grand Valley Regional Biosolids Authority Joint Operating Agreement Extension  
**To:** William Dooley, Director of Public Works  
**From:** Aaron Vis, GVRBA Operations Team Project Manager  
**Meeting Date:** May 19, 2014

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### RECOMMENDATION:

It is recommended that the Wyoming City Council extend the Joint Biosolids Management Project Agreement (“Agreement”) an additional five years ending June 30, 2044, between the City of Wyoming, City of Grand Rapids and the Grand Valley Regional Biosolids Authority.

### SUSTAINABILITY CRITERIA:

*Environmental Quality:* The extension of this Agreement reinforces the commitment by the City of Wyoming to treat wastewater residuals in an environmentally sound process and dispose of residuals in a manner that promotes nutrient re-use and energy recovery.

*Social Equity:* Through the Agreement, the City of Wyoming commits to continuing to work in a collaborative effort with the City of Grand Rapids to provide safe, reliable and equitable residuals treatment and re-use.

*Economic Strength:* The adoption of the Agreement extension assures the financial community that the City remains committed to jointly managing the residuals of the member communities. Through the GVRBA, Wyoming has been able to maintain a variety of biosolids disposition outlets in a financially prudent manner.

### DISCUSSION:

The City of Wyoming, City of Grand Rapids, and the GVRBA entered into the Agreement dated July 1, 2009 with an initial term of thirty years ending June 30, 2039. The Agreement requires members to agree at each successive five year anniversary date to a five year extension of the initial term. July 1, 2014 is the first five year anniversary of the Agreement. On March 27, 2014, the GVRBA Board of Directors approved extending the Agreement an additional five years to end on June 30, 2044. The attached resolution approves and authorizes the execution of a second amendment to the Agreement indicating the same.

The GVRBA was formed in the early 2000’s due to member agencies’ concern with aging infrastructure (and the associated replacement costs), regulatory impediments and dependence on uncontrollable economic factors. The environment in which the GVRBA was formed is vastly different than that of today. Biosolids are being increasingly viewed as a valuable resource containing substantial amounts of nutrients and energy, fueling technological advances that are finally becoming more cost-effective. To that end, the GVRBA recently underwent a strategic planning process to more fully complete its biosolids management program. Last year, the GVRBA adopted Vision 2020 which details specific sustainability-based values and priorities. A five-year anniversary celebration is being planned for September of this year.

**SECOND AMENDMENT TO  
JOINT BIOSOLIDS MANAGEMENT  
PROJECT AGREEMENT**

**between the**

**GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY,**

**CITY OF GRAND RAPIDS, MICHIGAN**

**and**

**CITY OF WYOMING, MICHIGAN**

\_\_\_\_\_, 2014

**SECOND AMENDMENT TO  
JOINT BIOSOLIDS MANAGEMENT  
PROJECT AGREEMENT**

**THIS SECOND AMENDMENT TO JOINT BIOSOLIDS MANAGEMENT PROJECT AGREEMENT** made and executed as of \_\_\_\_\_, 2014 (the “Second Amendment”), by and between the **CITY OF GRAND RAPIDS**, Kent County, Michigan, a Michigan municipal corporation (“Grand Rapids”), the **CITY OF WYOMING**, Kent County, Michigan, a Michigan municipal corporation (“Wyoming”), and the **GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY**, a statutory authority created by Grand Rapids and Wyoming pursuant to Act 233 of the Public Acts of Michigan of 1955, as amended (the “Authority”).

**RECITALS**

A. Grand Rapids, Wyoming and the Authority have entered into a Joint Biosolids Management Project Agreement dated as of July 1, 2009, and a First Amendment to Joint Biosolids Management Project Agreement dated as of January 1, 2011 (collectively, the “Agreements”), for the purpose of providing for the operation, maintenance and administration of a joint regional biosolids management project.

B. The Agreement provides that it has an initial term of thirty years ending June 30, 2039, with the ability of the parties thereto to agree at each successive five year anniversary date to a five year extension of its term.

C. July 1, 2014, is the first five year anniversary date of the Agreement and the parties have determined to extend the term of the Agreement five years.

**NOW, THEREFORE**, in consideration of the respective representations and agreements contained in the Agreement and this Second Amendment, the parties hereto agree as follows:

**Section 1. Amendment to Section 23 of the Agreement.** Section 23, "Term," of the

Agreement is amended in its entirety to read as follows:

**Section 23. Term.** This Agreement shall be effective for an initial term of thirty (30) years extended an additional five (5) years through June 30, 2044. Not more than ninety (90) days and not less than thirty (30) days prior to each successive five (5) year anniversary date of this Agreement, the Authority, Grand Rapids and Wyoming agree to consider the approval of a five (5) year extension of the term of this Agreement on the same terms and provisions or other mutually agreeable terms and conditions.

**Section 2. Ratification.** The Agreement is in all other respects hereby ratified and confirmed.

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

**GRAND VALLEY REGIONAL BIOSOLIDS  
AUTHORITY**

By: \_\_\_\_\_  
Eric R. DeLong, Chairperson

**CITY OF GRAND RAPIDS**

By: \_\_\_\_\_  
George K. Heartwell, Mayor

Attest: \_\_\_\_\_  
Darlene O’Neal, Deputy City Clerk

**CITY OF WYOMING**

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

Attest: \_\_\_\_\_  
Heidi Isakson, City Clerk

MEMORANDUM

DATE: May 8, 2014  
TO: Curtis Holt, City Manager  
FROM: W. Scott Zastrow, P.E., Assistant Director of Public Works  
SUBJECT: Public Works Department, Traffic group services for other agencies

The Public Works Department’s Traffic group has the ability to manufacture and install traffic signs, install and maintain traffic signals, and install and maintain street lights. Because the Public Works Department has these capabilities, the Public Works Department has for years provided the aforementioned services to other communities.

In February of 2014, the Public Works Department worked with the Village of Martin to identify their current and future traffic needs. The Village of Martin currently has a single traffic signal and a few dozen signs.

By maintaining the Village’s devices, the City’s Public Works Department will be able to spread out the existing overhead over a larger number of devices. By entering into an Inter-City agreement with the Village of Martin, the City of Wyoming is continuing to address the requirements of the Economic Vitality Incentive Program (EVIP) of the State of Michigan.

The Public Works Department has provided services to the Alpine Township, Byron Township, Byron-Gaines Utility Authority, City of Ionia, City of Kentwood, Gaines Township, Village of Hopkins, Metro Health, City of Portland, City of Rockford, and City of Wayland. Some of these communities have had a very limited level of service while others have had a greater level of service. Over the last 3-years, the Public Works Department has provided the following services:

Agencies	Amount	Services
City of Ionia	1,687.68	Signs & Vehicle Markings
City of Kentwood	41,322.69	Signs
Byron Township, Byron-Gaines Utility Authority, Gaines Township	3,110.18	Signs, Post Pounding
Alpine Township	895.81	Vehicle Markings
Village of Hopkins	7,230.27	Signalized Pedestrian Crossings & Maintenance
Metro Health	433.59	Vehicle Markings
City of Portland	1,927.19	Vehicle Markings
City of Rockford	-	
City of Wayland	11,466.14	Signs, Signal Maintenance
Village of Martin	375.98	Signal Maintenance

Attachment:  
Agreement for Traffic Signal & Sign Maintenance

## AGREEMENT FOR TRAFFIC SIGNAL & SIGN MAINTENANCE

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Wyoming, a Municipal Corporation of 1155 – 28<sup>th</sup> Street S.W., Wyoming, Michigan 49509 (hereinafter “Wyoming”) and the Village of Martin (hereinafter “Martin”), the terms of which are as follows:

1. Wyoming shall provide to Martin traffic signal and sign maintenance for traffic related signals and signs in the Village of Martin including emergency maintenance, routine maintenance, and improvements and upgrades in the traffic signal and sign equipment.
2. Wyoming will provide an Electrician, licensed by the State of Michigan, as well as certified by the International Municipal Signal Association (IMSA) and such other employees (in the sole discretion of Wyoming) as may be required to perform the necessary tasks.
3. Wyoming shall bill for services rendered for labor and equipment used for said services at the rates provided in the attached schedules (Exhibit A).
  - a. Wyoming shall bill at the “Hourly Rate + Fringes” as per the attached schedule.
    - i. Overtime rates of time and a half shall be charged for work completed on Monday – Thursday after 5:00 PM and before 7:00 AM, Fridays and Saturdays.
    - ii. Double Time rates shall be charged for work completed on Sundays and holidays.
  - b. The labor and equipment rates shall be updated each year on July 1, and a new schedule shall be provided to Martin by July 15.
4. Wyoming shall bill for materials used at cost plus 25%.
5. For any emergency response, the billing shall be for a minimum two hours at the appropriate rates for personnel and equipment provided.
6. Martin shall defend, indemnify and hold harmless Wyoming, its officers, agents and employees from any and all liability arising out of the services provided to Martin under the terms of this agreement.
7. While performing services pursuant to this agreement, all employees of Wyoming shall at all times be considered solely employees of Wyoming and not employees of Martin.

8. This agreement shall be for a period of one (1) year from the date hereof and shall be automatically renewed upon the anniversary date unless notice to terminate is provided in writing at least 30 days prior to the anniversary date of the agreement.
9. Either party may cancel this agreement at any time upon 30 days written notice to the other party.
10. The parties agree that Wyoming is performing an essential governmental function for Martin pursuant to the terms of this agreement.

CITY OF WYOMING

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

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

VILLAGE OF MARTIN

By: Gary Brinkhuis  
Gary Brinkhuis, President

By: Darcy Doezema  
Darcy Doezema, Village Clerk

Approved as to form:

Paul Wenzel  
Attorney for the City of Wyoming

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

RESOLUTION TO ASSUME JURISDICTION AND CONTROL OF  
THE ALLEN DRAIN

WHEREAS:

1. The Allen Road Branch of Section B of Division Avenue Drain (“Drain”) is an established county drain, and the Allen Road Branch of Section B of Division Avenue Drain Drainage District (“Drainage District”) is an established drainage district under the Michigan Drain Code, MCL 280.1 *et seq.*, located wholly within the boundaries of the City of Wyoming (“City”) and there is no outstanding indebtedness or contract liability; and
2. The City wishes to obtain jurisdiction and control of the Drain and Drainage District; and
3. The City recognizes that pursuant to Section 395 of the Drain Code, MCL 280.395, the City will assume the maintenance, jurisdiction, control and operation of the Drain and Drainage District and all costs attendant thereto.

NOW, THEREFORE, BE IT RESOLVED:

1. Pursuant to Section 395 of the Drain Code, MCL 280.395, the City hereby authorizes the assumption of jurisdiction and control of the Drain and the Drainage District from the Kent County Drain Commissioner to the City, and that the City Mayor and City Clerk are authorized to sign all documents necessary to effectuate the relinquishment of jurisdiction of the Drain and the Drainage District to the City.

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

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

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

ATTACHMENTS:

## MEMORANDUM

DATE: May 7, 2014

TO: Curtis L. Holt, City Manager

FROM: William D. Dooley, Director of Public Works

SUBJECT: Jurisdiction Changes for Certain Kent County Drains

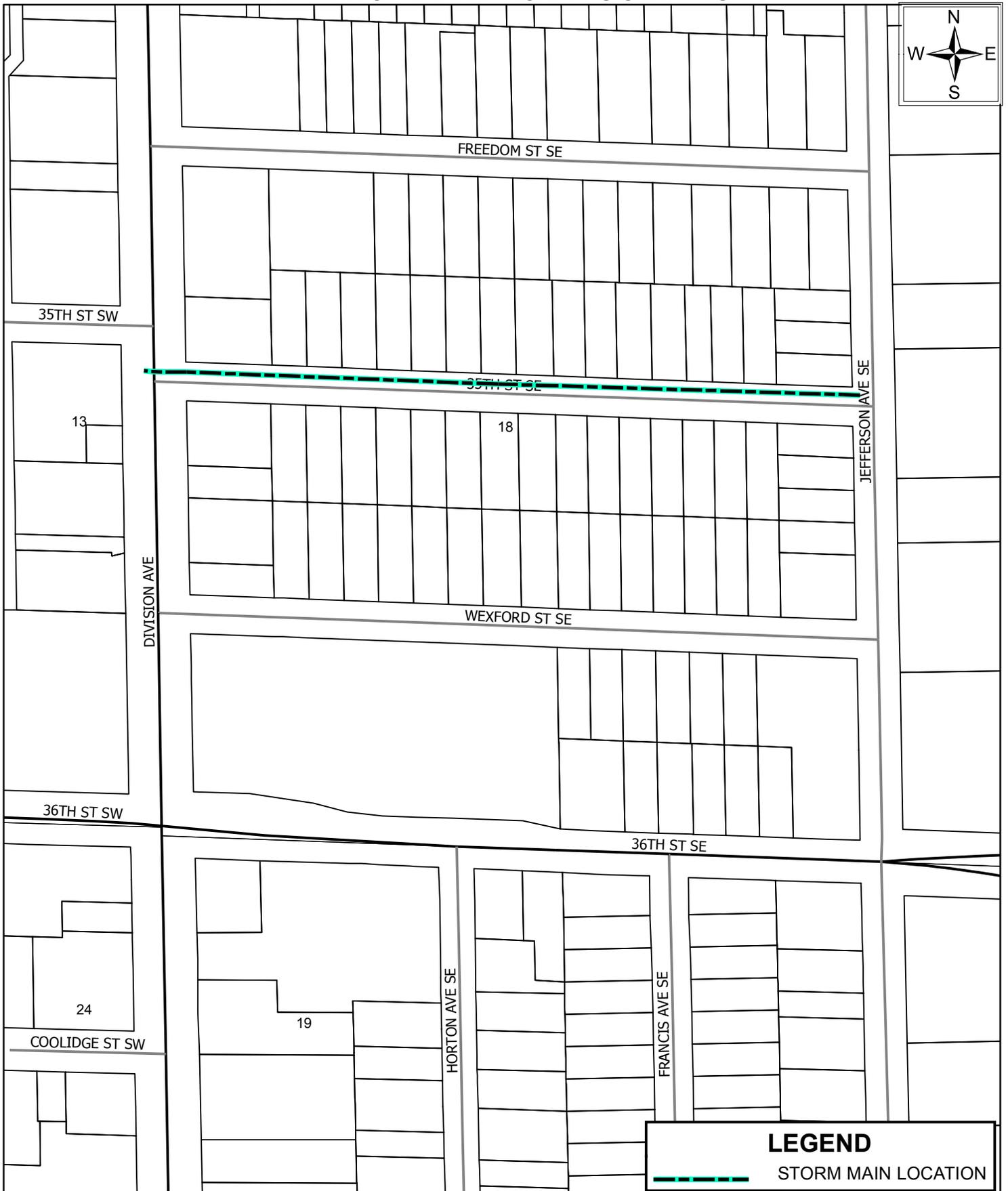
Wyoming's current stormwater permit requires that an inspection must occur wherever ownership of a stormwater pipe changes to determine if an illicit discharge (someone dumping something that they are not supposed to) is coming from another upstream owner. Ownership typically changes at jurisdictional boundaries (e.g. at the Wyoming/Kentwood border). This past year, we identified close to 100 instances where storm sewer pipes and/or detention areas are apparently owned by the Kent County Drain Commission (KCDC) but yet are within, maintained by and operated by Wyoming. Fortunately, we were able to get a variance from the Michigan Department of Environmental Quality from this inspection requirement for the current permit cycle so we did not have to inspect these locations, but there is no guarantee that this will happen again.

It appears that a number of years ago the construction of these storm sewer pipes and several retention areas (grouped into 9 drainage districts) was financed through the KCDC. It also appears that Wyoming has always maintained and operated these drainage districts. This financing part appears to be the reason why the drainage districts are "owned" by KCDC but are operated and maintained by Wyoming.

We have been working with the KCDC to clean up these issues administratively and minimize unnecessary inspections at the KCDC/Wyoming ownership boundaries. In order to complete this process, we will need the City Council to adopt resolutions to assume official control and jurisdiction of these drainage districts. Once this occurs, KCDC will also adopt them. Then the transfer of the "ownership" of these drains will be complete. There are 9 drainage districts in all that will need to be transferred over. There is no cost for doing this other than our time involved. There are no issues from an engineering perspective, other than clearing up additional paperwork due to some easements being incorrectly recorded for one of these drainage districts. I have attached a sample resolution and map.

We would like to bring this to the City Council's attention at their May 12, 2014 study session. If they agree, we can have the necessary resolutions ready for their approval on May 19, 2014.

**EXHIBIT "A"**  
**ALLEN ROAD BRANCH OF DIVISION AVENUE**



**LEGEND**  
— — — — —  
STORM MAIN LOCATION



## Interdepartmental Correspondence

**TO:** Curtis Holt – City Manager  
**FROM:** Chief James E. Carmody  
**DATE:** May 6, 2014  
**SUBJECT:** Additional Public Safety Needs



Public Safety  
Administration

Curtis;

As we continue to move forward with our consolidation efforts of the police and fire services, we have identified a number of critical areas that we will need to take immediate action on. I am still working on locking in the hard costs, but the details and needs will not change. I am assuming that, if approved, these items would need to go before City Council during the next work session. The three areas of concern are:

- Personal Protection Equipment
- Telecommunication and connectivity issues for all three reserve stations
- Apparatus exhaust system for Station #3 (Gezon)

### **PERSONAL PROTECTION EQUIPMENT (PPE)**

Although we have made some significant changes to the assignment and distribution of turn out gear and the required accessories, we are still within the violation threshold for MIOSHA. As you know, we learned that when the DTE's were put into service, they were all measured for new PPE. Unfortunately, when the new PPE equipment was delivered it was handed out to full-time personnel, who were not fitted for these items, and their older equipment was passed down to the DTE's.

This left a number of DTE's with ill fitting, and in some cases, unsafe PPE. Chief Verburg will be preparing a detailed report and proposed replacement schedule for the future, but knowing what we know today, it is imperative that we make the necessary purchases now so that we can send our firefighting personnel into the field properly protected.

Attachment number one (1) outlines the equipment needed, which also includes replacement of the Nomex face hoods and gloves, plus assigns a second set of both to each firefighter as a back-up in the event they respond to back-to-back events.

**BUDGET IMPACT:** \$62,178.00

### **TELECOMMUNICATION/CONNECTIVITY RESERVE FIRE STATIONS**

As we develop our reserve firefighting capabilities, we have discovered that the three reserve stations cannot talk to each other, nor can they talk to the Central station or the WDPS HQ. These stations were never part of the Shore-Tel telephone system upgrade. Currently, they all still function on the analogue telephone system. Additionally, we learned that when reserve units are called into action, and respond to a fire call, they return to their respective stations clean-up, refit the apparatus and go home.

They have never been allowed to access the Firehouse records management system to log in their response, staffing attendance, or their actions at a fire scene. Instead, they call in and give some very

*HONOR - COURAGE - DUTY - TRUST*

brief information to one of the full-time firefighters at Central Station, who then is expected to submit that information into the records system, along with whatever they need to type in as well.

We are recommending that **ALL** the stations have the telephone systems upgraded to the City-wide Shore-Tel system. In order to do that, the stations have to be wired-up to the Comcast cable internet service. With the cable installation, firefighters will be able to also access basic cable television. The current televisions in the stations will also need to be upgraded, as the sets that are in place now are approximately 10 to 15 years old. Although it might seem like a luxury to have cable television in the stations, we will need to have the ability to watch local news and weather reports, when we staff the stations during potentially dangerous weather situations.

Attachment number two (2) provides for a detailed costs breakdown and installation time line for the station upgrades.

**BUDGET IMPACT:** \$18,581.00

**APPARATUS EXHAUST SYSTEM FOR STATION #3**

Within the past few months, the vehicle exhaust systems in three of the four fire stations were updated. The new systems are more efficient and provide for a safer disconnect when the apparatus leaves the bay. The only station that was not upgraded was the Gezon Fire Station (#3). Within the next week or two, we will be deploying a ladder truck to Station #3 and assigning a seven person reserve team as support for that apparatus.

The problem is; all of the WDPS-Fire Service diesel apparatus have been refitted with the new magnetic breakaway collars required by the updated Plymovent vehicle exhaust systems. Until we upgrade the Gezon Station, we will not be able to hook up any current firefighting apparatus to the old exhaust system at Gezon. As a consequence, we will need to finish the upgrade at Gezon as soon as possible.

Attachment number three (3) provides an estimate to upgrade the Gezon Station's exhaust ventilation system.

**BUDGET IMPACT:** \$5,031.93

As I stated, these are items that fall into the critical need category. It will be difficult – if not impossible – to proceed with our consolidation plans, without having these three issues be9ing addressed.

If you have any questions, please feel free to call me at your earliest convenience.

  
Chief James E. Carrnody  
Director of Police and Fire Services

#1

## Carmody, James

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**From:** Verburg, Frank  
**Sent:** Tuesday, May 06, 2014 5:19 PM  
**To:** Carmody, James  
**Subject:** fire gear reset  
**Attachments:** Fire Gear reset.xlsx

Chief,

You had asked for an update on the fire gear for projecting the costs for getting this completed. First, you may recall that because of varying versions of what has occurred we began a complete review of the fire turnout gear including helmets, gloves, boots and hoods. One of the initial premises of additional funding was to provide a second set of turnout coats/bunker pants for at least the career personnel. Because they are the most active at least initially at a fire scene they would tend to have dirty gear requiring washing and the "second set" would serve while the cleaning and drying process and thus be able to respond to other alarms with clean/dry gear. While often overlooked, this would include gloves and hoods. Firefighters are increasing having several cancers that have been attributed to the fire debris and their clothing. With that in mind, addressing gloves and hoods are essential as well in having backup for those, both hoods and gloves can be cleaned but gain, while they are drying.

We inspected the gear using a five point system in hopes that this would provide a foundation to better fiscally address changing out the gear as it wears. Age is only one factor. The review found many issues with the entire ensemble. In addressing the immediate needs only it became apparent that we should first address those in need by condition. While for those getting replacement gear it would act as a second set, this would have to consider that their original equipment is marginal enough to still be utilized. We feel that it would serve in those limited instances where it may have to be worn while the primary gear is being cleaned. Where it was initially hoped or proposed that we would begin an era of actually having two good sets of gear will have to follow another course. Now we must address the immediate needs.

What surprised us the most was the condition of the fire accessories including torn gloves and boots that leak. Some would be in need to two gloves now, not merely adding the second pair. In trying to manage such a cost as the City Manager preferred a leveling or cycling period versus a large one time amount we have decided to work on an AFG grant that should open up in July. Fire gear is a top tier item and I would like to think we would be successful in getting turnout clothing for all of the firefighters. However in the meantime, we should immediately address the areas identified by our inspection as noted in the attached spreadsheet. For the future we are preparing a quartermaster inventory to better manage items needing replacement during the year. This includes the firefighters now working with vendors on what type of gear we would purchase for the future. For this case, we will use the existing vendor mostly for expediency.

On a related note, as we hire more POC's and DTE's to be better fiscally prepared we are in the process of putting together a unit cost for all that is related to their position with us. This of course would not have been contemplated with the budget for next year and would have to be a supplement.

Frank

#1

ITEM	Unit Cost	Amount	TOTAL
Turnout Coats/pants	\$1,850	24 sets	\$44,400
Helmets	\$265	9	\$2,385
Hoods	\$50	70	\$3,500
Gloves	\$90	70	\$6,300
Boots	\$329	17	<u>\$5,593</u>
		TOTALS	\$62,178

## Wyoming Fire Station(s) - Technology Upgrades / Infrastructure

Updated 4/14/2014

### Burton Station - (4) Shortel phones and (5) Red Phones

In the Burton station, terminate all CAT-5E/CAT-6 data jacks in the mechanical room on the East Wall. The room will need a 24-port wall mount patch panel, labeled appropriately to data jack locations. Fire to install a 2' X 2' plywood backing for us, and hang a shelf, very similar to the Gezon station. (1) Cable Internet modem, a PoE switch, a UPS, and a firewall will be in this room. Not sure who, but power will also need to be installed near the shelf. In talking with Lt. Velzen about the power, he was going to contact someone. *Also, would like all analog lines labeled at jack and terminal block.* Just an FYI ... phone facilities exist in room on west wall of the building off of the bays.

#### Summary of Lines Needed:

- Office Area - Need (4) data (Shoretel phone, Computer, Multifunction Fax/Printer, RED phone analog wiring exists)
- Dormitory - Need (1) data for ShoreTel Phone, RED phone wiring exists
- Lounge - Need (1) data for Internet access
- Kitchen - Need (1) data for ShoreTel Phone, and existing phone cable pulled from other side of wall, terminated in the Kitchen for a RED phone.
- Bay Area - Need (2) data for ShoreTel Phone, 1 for future , (2) existing locations for RED phones

#### Phone Numbers:

243-8405 - Main Number / will need to cancel analog and move to City/Shortel PRI.

243-5530 - RED Phone

475-1163 - Will be used for Fax/Multifunction (Note to Blackbox - need to locate/label in phone demarc)

### Division Station - (3) Shortel Phones and (3) RED phones

In the Division St. station, should terminate all CAT-5E/CAT-6 data jacks in the mechanical room down the main hall. The room will need a 24-port wall mount patch panel, labeled appropriately to data jack locations. Backing board already exists and Fire is to install a shelf, very similar to the Gezon station. (1) Cable Internet modem, a PoE switch, a UPS, and a firewall will be in this room. Not sure who, but power will also need to be installed near the shelf. In talking with Lt. Velzen about the power, he was going to contact someone. *Also, would like all analog lines labeled at jack and terminal block.*

#### Summary of Lines Needed

- Office Area - Need (4) data (Shoretel phone, Computer, Multifunction Fax/Printer, RED phone analog wiring exists)
- Bay Area - Need (2) data for ShoreTel Phone, 1 for future , RED phone analog wiring exists
- Lounge - Need (2) data for ShoreTel Phone, 1 for future , RED phone analog wiring exists

#### Phone Numbers

249-3429 - Main Number / will need to cancel analog and move to City/Shortel PRI.

534-5040 - Red Phone

No fax number exists today, but will be needed

#2

## Wyoming Fire Station(s) - Technology Upgrades / Infrastructure

Updated 4/14/2014

### Gezon Station - (5) ShoreTel phones and (6) Red Phones

In the Gezon station, some infrastructure facilities exist because of a current fiber link (OPTEMAN), in the utility room. Currently, a router, firewall, and switch already exist, but would need to add a new UPS and replace the existing older switch with a PoE switch. Additional CAT-5E/CAT-6 cabling to be ran to this room, in the existing wall mount patch panel. Just an FYI ... phone facilities exist in room on west wall of building of bays. *Also, would like all analog lines labeled at jack and terminal block.*

### Summary of Lines Needed

- Kitchen - Need (1) data for ShoreTel Phone, RED Phone analog wiring exists
- Office Area - Need (4) data total, (2) already exist (Shoretel phone, Computer, Multifunction Fax/Printer, RED phone) Per pictures provided by Lt. Velzen (door was locked) appears plenty of analog lines exist for RED phone and FAX. Add (3) Data Jacks to North Wall and test/label existing (1) Data Jack on South Wall.
- Dormitory - Need (1) data for ShoreTel Phone, RED Phone analog wiring exists
- Bay Area - Need (2) data for ShoreTel Phone, 1 for future , (2) RED Phones analog wiring exists.
- Police Office/Room - All set in this room
- Training Room - (2) data jacks by north wall, 1 RED Phone analog wiring exists

### Phone Numbers

249-3433 - Main Number / will need to cancel analog and move to City/Shortel PRI.

249-3462 - Gezon Office Phone (Use for fax?)

261-7120 - Fire Training Room (may be in separate building - Blackbox to locate/label in phone demarc and existing termination location)

532-2127 - Fire Red Phones

Miscellaneous questions for Blackbox:

- 1) Autodialer for Red Phones / Experience or recommendations?
- 2) Note the existing analog line tracing/labeling as an action item



1287 Rankin Rd. Troy, MI 48083  
 Phone: (248) 743.1320 Fax: (248) 743.1336

PROPOSAL SUBMITTED TO City of Wyoming, MI		PHONE 616.249.3404	BID NUMBER B61534
STREET 1155 28th St. SW		JOB NAME Firestations Network Upgrades	
CITY, STATE AND ZIP CODE Wyoming, MI 49509		JOB LOCATION Wyoming, MI	
CONTACT Pat Firestone	E-MAIL firestonep@wyomingmi.gov	PREPARED BY Joe Chahine	PHONE 248.414.1945

**SCOPE OF WORK**

Black Box will provide and install:

**Burton Station**

Horizontal

- (3) Single Cat5e Plenum Blue data locations in Dormitory, Lounge, and Kitchen.
- (1) Single Cat5e Plenum Blue analog/voice location outside of west room/demarc point.
- (1) Dual Cat5e Plenum Blue data location for Bay Area.
- (1) Quad Cat5e Plenum Blue data location for Office Area.

Telecom Room (TR) Buildout

- (1) 24-Port Cat5e Patch Panel.
- (1) 2U Hinged Wall Mount Bracket.

Supports

- Black Box will utilize existing supports and pathways. If necessary, a subsidiary 2" J-hook system will be installed every 4'-6'.
- Black Box will provide and install (3) Hilti Fire-rated Speed Sleeves for penetrations into Office Area, Dormitory, and TR.

Labor Resources

- Black Box will provide labor resources to relocate existing analog line from Lounge side of wall to Kitchen side of same wall.

Summary

Black Box will install (9) Cat5e plenum cables for data locations and (1) Cat5e plenum cable for voice location. At tail end for data locations, cables will terminate in 4-port ivory faceplate using ivory Cat5e-rated RJ-45 jacks. Locations will be tested and labeled appropriately. At tail end of voice location, cable will terminate in Cat5e-rated wall phone plate and installed on a single gang surface mount box (brick wall location). At TR end, a new 24-port Cat5e patch panel will be installed on a new 2U wall bracket. Customer to provide plywood backing and determine final location of bracket placement. Wiremolding will be utilized for data and voice locations in Bay Area.

**Division Station**

Horizontal

- (2) Dual Cat5e Plenum Blue data locations in Bay Area and Lounge.
- (1) Quad Cat5e Plenum Blue data location in Office Area.

Telecom Room (TR) Buildout

- (1) 24-Port Cat5e Patch Panel.
- (1) 2U Hinged Wall Mount Bracket.

Supports

- Black Box will utilize existing supports and pathways. If necessary, a subsidiary 2" J-hook system will be installed every 4'-6'.
- Black Box will provide and install (2) Hilti Fire-rated Speed Sleeves for penetrations into Office Area and TR.

Summary

Black Box will install (8) Cat5e plenum cables for data locations. At tail end for data locations, cables will terminate in 4-port ivory faceplate using ivory Cat5e-rated RJ-45 jacks. Locations will be tested and labeled appropriately.

At TR end, a new 24-port Cat5e patch panel will be installed on a new 2U wall bracket. Customer to provide plywood backing and determine final location of bracket placement.

Wiremolding will be utilized for data locations in Bay Area.

**Gezon Station**

Horizontal

- (2) Single Cat5e Plenum Blue data locations in Kitchen and Dormitory.
- (2) Dual Cat5e Plenum Blue data locations in Bay Area and Training Room.
- (1) Triple Cat5e Plenum Blue data location in Office Area.

Supports

- Black Box will utilize existing supports and pathways. If necessary, a subsidiary 2" J-hook system will be installed every 4'-6'.
- Black Box will provide and install (2) Hilti Fire-rated Speed Sleeves for penetrations into Office Area and TR.

Summary

Black Box will install (9) Cat5e plenum cables for data locations. At tail end for data locations, cables will terminate in 4-port ivory faceplate using ivory Cat5e-rated RJ-45 jacks. Locations will be tested and labeled appropriately.

Black Box will utilize existing patch panel and bracket.

Wiremolding will be utilized for data locations in Bay Area, Office Area, and Training Room.

**For All Three Stations**

Labor Resources

- Black Box will provide labor resources to tone and re-label existing analog cables in demarc room telco block at Burton, Division, and Gezon Stations. Black Box will provide labor resources for a maximum allotment of (30) hours to complete tone and re-label of analog cables. Customer to provide prints prior to work commencing in order to detail locations of cables for customer.

**TERMS OF AGREEMENT:**

- All work to be performed during regular daytime hours, Monday – Friday, except holidays recognized by Black Box. Overtime and shift premium time is excluded.
- Proposal assumes analog line in Lounge area of Burton Station has no performance issues prior to relocation. Black Box is not responsible for performance issues that occur as a result of relocating cables installed by other vendors.
- Proposal includes cost to tone, locate, and label analog lines that are apparent at telco blocks for the Burton, Division and Gezon Station. Proposal does not include cost to troubleshoot or test performance of existing analog lines, nor does it include cost to replace or repair existing cabling.
- Proposal does not include cost for patch cables.
- Proposal does not include cost for rental equipment (ex. lifts).
- Proposal assumes ceiling height in Gezon Station Training Room will allow for install using 10 ft. ladder. Cost subject to change once field is verified.
- This proposal is valid for 30 days after the issue date.
- Any alteration or deviation from the above description/scope of work involving extra costs will be executed only upon written authorization.
- Any information contained in or disclosed by this document is considered Confidential and Proprietary by Black Box Network Services. By accepting this document, the recipient agrees that the document and information contained herein will be held in trust and confidence and will not be used, reproduced in whole or in part, nor its contents revealed to others except to meet the purpose for which it was delivered. It is understood that no right is conveyed to distribute, reproduce or have reproduced any portion of this document or item herein disclosed without the expressed written permission of Black Box Network Services.

**Total cost for above mentioned scope of work \$7,797.40**

**We Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the not to exceed sum of: Seven Thousand Seven Hundred Ninety Seven Dollars and 40/100----- Date 4/22/14

Payment to be made as follows:

Net30, no additional requirements.  
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_ Joe Chahine

**Note: This proposal may be Withdrawn by us if not accepted within 30 days.**

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

#2

## Fire Station(s) Infrastructure/Technology Pricing

Updated: 4/24/2014

Station	Item	Cost	Notes
<b>Burton</b>	BlackBox Quote / Intrastructure & Wiring / Qoute includes all (3) stations.	7,800	(9) data jacks added, (6) in-use at implementation
"	(4) Shortel Phones - Desk, (1)-230G, (3)-115	730	All Desk Phones
"	(3) RED phones - Desk	369	Desk phone \$47 + \$66 dialer + \$10 Install Dialer and Programming = \$123, wall phone \$34 + \$66 dialer + \$10 Install Dialer and Programming = \$110
"	(2) RED phones - Wall Mount	220	
"	Shortel Licenses - (4) @ \$73 + \$25 Partner Support	392	
"	External Ringer in Bay	50	Hang Ringer off of a RED phone in Bay
"	Multifunction Fax/Printer/Scanner	200	
"	Computer	0	Using existing equipment
"	Software for Computer:	168	Visio License
"	Watchguard Firewall	455	WatchGuard XTM 2 Series 25 appliance with 3 years Live Security: Mfg. Part: WG025003 CDW Part: 2633406 @ \$455 Each
"	PoE Switch	860	Cisco Catalyst Compact 2960C-12PC-L - 12 ports - managed - Mfg. Part: WS-C2960C-12PC-L CDW Part: 2498686
"	UPS	75	Tripp-Lite AVR550U, Mfg. Part: AVR550U, CDW Part: 856572
"	Patch Cables	60	(6) 6-Ft, (6) 2-Ft at Estimated \$5 each
"	Comcast Business Broadband w/STATIC IP option		Monthly Cost of around \$85
<b>Division</b>	BlackBox Quote / Intrastructure & Wiring	See Burton	(8) data jacks added, (5) in-use at implementation
"	(2) Shortel Phones - Desk, (1)-230G, (1)-115	442	* (3) ShoreTel phones Total
"	(1) Shortel Phones - Wall Mount, (1)-115	156	
"	ShoreTel Licenses, (4) @ \$73 + \$25 Partner Support	392	
"	(1) RED phones - Desk	123	Desk phone \$47 + \$66 dialer + \$10 Install Dialer and Programming = \$123, wall phone \$34 + \$66 dialer + \$10 Install Dialer and Programming = \$110
"	(2) RED phones - Wall Mount	220	
"	External Ringer in Bay	50	Hang Ringer off of a RED phone in Bay
"	Multifunction Fax/Printer/Scanner	200	
"	Computer	0	Using existing equipment

#2

"	Software for Computer:	168	Visio License
"	Watchguard Firewall	455	WatchGuard XTM 2 Series 25 appliance with 3 years Live Security: Mfg. Part: WG025003 CDW Part: 2633406 @ \$455 Each
"	PoE Switch	860	Cisco Catalyst Compact 2960C-12PC-L - 12 ports - managed - Mfg. Part: WS-C2960C-12PC-L CDW Part: 2498686
"	UPS	75	Tripp-Lite AVR550U, Mfg. Part: AVR550U, CDW Part: 856572
"	Patch Cables	50	(5) 6-Ft, (5) 2-Ft at Estimated \$5 each
"	Comcast Business Broadband w/STATIC IP option		Monthly Cost of around \$85
<b>Gezon</b>	BlackBox Quote / Intrastructure & Wiring	See Burton	(8) data jacks added, (8) in-use at implementation. Other data jacks already exist in building
"	(3) Shortel Phones - Desk, (1)-230G, (2)-115	586	* (5) ShoreTel phones Total
"	(2) Shortel Phones - Wall Mount, (2)-115	312	
"	ShoreTel Licenses, (5) @ \$73 + \$25 Partner Support	490	
"	(5) RED phones - Desk	615	Desk phone \$47 + \$66 dialer + \$10 Install Dialer and Programming = \$123, wall phone \$34 + \$66 dialer + \$10 Install Dialer and Programming = \$110
"	(1) RED phones - Wall Mount	110	
"	External Ringer in Bay	50	Hang Ringer off of a RED phone in Bay
"	Multifunction Fax/Printer/Scanner	200	
"	Computer	0	Using existing equipment
"	Software for Computer:	168	Visio License
"	Watchguard Firewall	455	WatchGuard XTM 2 Series 25 appliance with 3 years Live Security: Mfg. Part: WG025003 CDW Part: 2633406 @ \$455 Each
"	PoE Switch	860	Cisco Catalyst Compact 2960C-12PC-L - 12 ports - managed - Mfg. Part: WS-C2960C-12PC-L CDW Part: 2498686
"	UPS	75	Tripp-Lite AVR550U, Mfg. Part: AVR550U, CDW Part: 856572
"	Patch Cables	90	(8) 6-Ft, (8) 2-Ft at Estimated \$5 each
"	Comcast Business Broadband w/STATIC IP option		Monthly Cost of around \$85

<b>TOTAL COST</b>	<b>18,581</b>
-------------------	---------------

#3



**HASTINGS**  
air energy control, inc.  
*creating a cleaner workplace*

5555 South Westridge Drive  
New Berlin, WI 53151-7900

**P: 800.236.8450 / 262.364.0500**  
**F: 800.260.9199 / 262.364.0550**

**Illinois Office**  
P: 847.362.9660

**Michigan Office**  
P: 248.888.9911

**Minnesota Office**  
P: 952.882.8450

Wyoming Fire Dept #3  
2359 Porter Southwest  
Wyoming MI 49509

**Ship To:**  
2359 Porter Southwest  
Wyoming MI 49509

Date: 5/4/2014  
Sales Person: Mary Comer  
Quote #: QUO-18746-Q9L8F4  
Expires: 6/29/2014 11:00:00 PM

### Quote Per Request

Plymovent Vehicle Exhaust System upgrade to Magnetic Click and Seal system. Furnish and install (3) Magnetic nozzles, tailpipe adapters, lower hose and new safety disconnect handles. Tailpipe modifications if necessary, not included.

#3



**HASTINGS**  
air energy control, inc.  
*creating a cleaner workplace*

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New Berlin, WI 53151-7900

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**Ship To:**

Wyoming Fire Dept #3  
2359 Porter Southwest

Wyoming Fire Dept #3  
2359 Porter Southwest

Wyoming MI 49509

Wyoming MI 49509

Date: 5/4/2014  
Sales Person: Mary Comer  
Quote #: QUO-18746-Q9L8F4  
Expires: 6/29/2014 11:00:00 PM

Part #	Description	Qty
VE-SBTA-MG-LH54	5" Magnetic Grabber - 4" Lower hose assembly . Includes: Safety Disconnect, 2' Hose, Reducer, Magnetic Grabber®, 5" Conical Tailpipe Adapter	3.00
SEN-002	Engine Pressure Sensor Assembly w/ear clips	3.00
DAMP-068	Damper, Backdraft, 4" BDD/One per drop	3.00
SADL-012	4" 90 deg Black Elbow Metal Saddle	3.00
INST-M	Installation of (3) Magnetic Nozzle systems .	3.00
		\$5,031.93

NOTE: Shipping and Tax are NOT INCLUDED.

I have read the terms page, a single, separate page from the pricing, and I accept the terms and conditions of this quotation.

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Terms:  
\_\_\_\_\_ Prepay - 3% Discount:  
\_\_\_\_\_ Net 30 Days from Shipment  
\_\_\_\_\_ Visa/Mastercard/Discover

Purchase Order # \_\_\_\_\_

*Thank you for considering Hastings.*

**Please remit to:**  
**Hastings Air-Energy Control, Inc.**  
**5555 S. Westridge Drive**  
**New Berlin, WI 53151-7900**

#3



**HASTINGS**  
air energy control, inc.  
*creating a cleaner workplace*

5555 South Westridge Drive  
New Berlin, WI 53151-7900

**P: 800.236.8450 / 262.364.0500**

**F: 800.260.9199 / 262.364.0550**

**Illinois Office**  
P: 847.362.9660

**Michigan Office**  
P: 248.888.9911

**Minnesota Office**  
P: 952.882.8450

**TERMS:**

Freight for equipment is FOB destination. Hastings will deliver with our truck. Future parts or filter orders will ship prepaid and add.

Normal delivery is 3 to 4 weeks after receipt of confirming purchase order or prepayment check.

Warranty is per manufacturer specifications. Contact representative for more details.

Payment terms are 3% discount for prepayment with order, or net 30 from date of start up. Payment terms discount (3%) does not apply if the payment is made with a credit card. A 1½ % per month finance charge will be assessed on all invoice balances outstanding past 30 days.

Price does not include sales tax. Please provide municipality's tax exemption certificate.

## STAFF REPORT

Date: Wednesday, May 7, 2014

Subject: Discontinuance of City Operation of the Stepping Stones Program, Transference Recommendation to Life Therapeutic Solutions

From: Rebecca Rynbrandt, Director of Community Services

Cc: Blaine Kading, President, LTS

Council Meeting Date: Monday, May 12, 2014

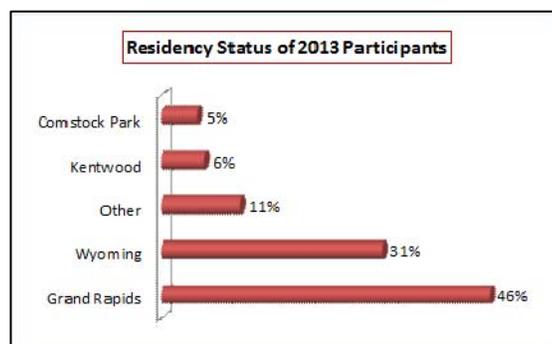
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### Recommendation:

Staff recommends the City of Wyoming terminate administration and transfer ownership of the Stepping Stones Program and its data base program (e.g. Access forms, enrollment structure; client files including all HIPPA protected information removed) to Life Therapeutic Solutions, Inc. (LTS) for the amount of \$1, effective December 31, 2014.

### Key Facts:

- City created program in 1999; 15 years of operation.
- Program service area is Kent County.
- Average annual participation of Wyoming citizens is 32%.
- Current Unit Rate of \$92.38 is the highest for all KCSM service providers (non-profit and for-profit).



### Outcomes of Recommendation:

- City in-kind resources, an approximate value of \$25,000 annually, shall be redirected to ongoing operational needs of the Wyoming Senior Center; Community Services, and General Fund (Finance, Human Resources, Treasury, etc.) operations.
- Stepping Stones services shall continue under new ownership of LTS.

### Discussion:

Over the last 10 years, the city has been successful in reducing unit cost through changes in employee benefits, terminating paid staff, hiring contractors, and increasing fundraising subsidies. Even with these successes, the unit rate remains high as a result of increased expenses attributed to remaining employee costs. Meanwhile, demand for the program is high with a waiting list for service averaging five (5) weeks.

We are of the belief that should the City transfer program ownership to LTS, a level of savings will occur through lower expenses, resulting in a lower unit rate, which shall allow for a higher level of therapeutic services to be available for homebound older adults through the Stepping Stones program.

Concurrence with City Council of this recommendation is being sought.

## STAFF REPORT

Date: May 7, 2014

Subject: Acquisition of Tax Foreclosed Property for the Purpose of Blight Remediation  
Nonprofit Developer Partnerships

From: Rebecca Rynbrandt, Director of Community Services

Cc: Ivor Thomas, Habitat for Humanity of Kent County

Meeting Date: June 2, 2014

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### RECOMMENDATION:

It is recommended that the City Council:

1. Approve a resolution exercising the City of Wyoming's right of first refusal to acquire tax foreclosed property for the public purpose of blight remediation. This property being 1313 Rathbone St SW.
2. Approve a development agreement with Habitat for Humanity of Kent County to transfer acquired property for the purposes of for neighborhood improvement and blight remediation.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The subject property, a vacant lot, has deteriorated in physical and economic condition the acquisition, renovation, and development of which is necessary to maintain property values of the residential neighborhood and to remediate blight.

The State of Michigan under the Blight Area Rehabilitation Act 344 of 1945 states that the conditions that constitute blight are to be broadly construed to permit a municipality to make an early identification of problems and to take early remedial action to correct deterioration and to prevent worsening of blight conditions. The State allows a municipality to acquire properties from the annual tax foreclosure list prior to the county's public auction for public purpose, which includes the remediation of blight.

Social Equity – By partnering with area nonprofit housing developers such as Habitat for Humanity we create an innovative public-private partnership leveraging public and private resources for neighborhood improvement, the stabilization of property values while expanding affordable, quality housing for persons of low and moderate income households. The City, its citizens and neighborhoods will be benefited and improved by such housing.

Economic Strength – Habitat for Humanity will invest private and public philanthropic and grant resources to build new homes, resulting in an improved property values. These projects are designed to be catalysts in improving and maintaining property values in the immediate adjacent area.

**DISCUSSION:**

**Property 1313 Rathbone St SW** is vacant, un-kept land resulting from a City condemnation ordered demolition of the home in December 2011 due to its inhabitable nature; it has 5 code complaints on record since 2011. Total amount due to Kent County for acquisition: \$14,472.15.

The City of Wyoming has been approached by Habitat for Humanity with request to acquire the property from the tax foreclosure list, allowing for reasonable acquisition costs, through the City, to target specific acquisitions to address blight.

A review of the requested property affirms its location in a neighborhood in need of revitalization, a history of code complaints, and opportunity through development and renovation the ability to improve not only a specific property's value, but which are uniquely situated to act as a catalyst in improving aesthetics and property values of the immediate neighborhood.



In this specific case, it is the intent of Habitat for Humanity to seek a Board of Zoning Appeals approval to split the lot into two approximately 40 foot wide lots; this would be in keeping with the character of the neighborhood. The net result, with BZA approval, would be the construction of two new homes, significantly improving property values within the neighborhood.

**BUDGET IMPACT:**

The City of Wyoming shall be held harmless by the nonprofit developers for the costs of acquisition of the properties from the tax foreclosure list. While we would need to upfront the purchases at a value of \$14,472.15, all costs shall be reimbursed.

**ATTACHMENTS:** Draft Nonprofit Developer Agreement  
Resolution

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

RESOLUTION TO EXERCISE THE RIGHT OF FIRST REFUSAL  
TO ACQUIRE TAX FORECLOSED PROPERTIES FROM  
KENT COUNTY FOR A DECLARED PUBLIC PURPOSE

WHEREAS:

1. The tax foreclosed property located at 1313 Rathbone St SW, PPN 41-17-02-179-019, have deteriorated in physical and economic condition, which necessitates acquisition, renovation and development to maintain property values; and
2. Non-profit housing developer Habitat for Humanity of Kent County has requested the City of Wyoming acquire these properties from the tax foreclosure list, allowing for reasonable acquisition costs through the City to address blight; and
3. The City of Wyoming is declaring that the tax acquisition and subsequent transfer of this property is for the public purpose of eliminating slum and blight conditions.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby exercise its right of first refusal to acquire tax foreclosed property from Kent County for \$14,472.15, for the declared public purpose of eliminating slum and blight conditions.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried        Yes  
                                  No

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

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

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

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

RESOLUTION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH HABITAT FOR HUMANITY OF KENT COUNTY FOR THE TRANSFER OF PROPERTY

WHEREAS:

1. The tax foreclosed property located at 1313 Rathbone St SW, PPN 41-17-02-179-019, will be obtained by the City of Wyoming from Kent County, through tax acquisition, for a declared public purpose; and
2. The City of Wyoming is declaring that the tax acquisition and subsequent transfer of this property is for the public purpose of eliminating slum and blight conditions; and
3. By partnering with area nonprofit housing developers such as Habitat for Humanity of Kent County, the City creates a partnership leveraging public and private resources for neighborhood improvements and the stabilization of property values, while expanding affordable housing opportunities.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby enter into a Development Agreement with Habitat for Humanity of Kent County for the transfer of property at 1313 Rathbone St SW, PPN 41-17-02-179-019, for the public purpose of eliminating slum and blight conditions, and also authorizes the Mayor and City Clerk to exercise a conditional quit claim deed to transfer 1313 Rathbone St SW, PPN 41-17-02-179-019 to Habitat for Humanity of Kent County, for the total amount of \$14,472.15 for the reimbursement of City acquisition costs.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried        Yes  
                                  No

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

ATTACHMENT:

Development Agreement

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

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

# NON-PROFIT HOUSING DEVELOPERS AGREEMENT TO ACQUIRE TAX FORECLOSED PROPERTY

This AGREEMENT is made and entered into this 16th day of June, 2014 between Habitat for Humanity of Kent County, a Michigan Non-Profit Corporation, 425 Pleasant St. SW, Grand Rapids, MI 49503, hereinafter called "Non-Profit Housing Developer (NPH Developer)", and the City of Wyoming, a Michigan Municipal Corporation, 1155 28th St SW, Wyoming, MI 49509, hereinafter called "City of Wyoming".

## Recitals

- A. The State of Michigan has adopted Public Act 344 of 1945 defining "Blighted Property" as a property that is a public nuisance in accordance with local housing, building, plumbing, fire, or other related code or ordinance; is an attractive nuisance because of physical condition or use; or is a fire hazard or is otherwise dangerous to the safety of persons or property; or has had the utilities, plumbing, heating, or sewage disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use; or the property has code violations posing a severe and immediate health or safety threat.
- B. As provided for in state law, the City of Wyoming may exercise its right of first refusal to remove properties from the County's Tax Foreclosure Sale for the purpose of public good, including for blight remediation.
- C. The City of Wyoming must pay a minimum bid price to the Kent County treasurer which consists of unpaid taxes, interest, penalties, interest and fees (including unpaid notice and recording costs).
- D. The City of Wyoming is participating with the NPH Developer in order to assist with preservation of property values through the elimination or prevention of blight.
- E. A NPH Developer may request the City of Wyoming to acquire on its behalf a tax-foreclosed property located within the City of Wyoming, County of Kent, Michigan. All requests will be submitted to the City of Wyoming City Council for approval. The City of Wyoming reserves the right to approve or reject any Tax Foreclosed Property Request based on the need, pre-existing development plans by the City of Wyoming, or the proximity of the requested property to recent or current investment by the NPH Developer, and the overall reasonableness of the request.
- F. The City of Wyoming has agreed to acquire certain tax-foreclosed property on behalf of the NPH Developer under the terms set forth below.

## Terms and Conditions

Now, therefore, in consideration of the mutual covenants, set forth herein, the parties agree as follows:

1. The City of Wyoming shall include the NPH Developer's request for the acquisition of the tax foreclosed property(ies) approved by the City of Wyoming City Council from the list attached Exhibit A, hereinafter "Property."
2. The City of Wyoming shall take the necessary steps to attempt to acquire the Property with the intent of conveying the Property to the NPH Developer for the public purpose of rehabilitation or new construction for the purposes of stabilizing property values and reducing blight in their target neighborhoods.
3. The NPH Developer agrees to complete demolition, rehabilitation, and/or construction of new housing on the Property within twenty-four (24) months of the City of Wyoming's conveyance. The NPH

Developer shall comply with all applicable housing and nuisance codes, all applicable State and Federal laws and regulations, and shall submit any required plans, reports, and appeals to the City of Wyoming as requested. If the rehabilitation or new construction is not completed within twelve (12) months of the conveyance, NPH Developer shall return the property to the City of Wyoming upon request of the City of Wyoming. NPH Developer agrees that it shall return the Property acquired under the terms and conditions of this Agreement to the City of Wyoming under the following circumstances:

- A. It does not successfully obtain insurable title or evict occupants as necessary within twelve (12) month's of the City of Wyoming's conveyance.
  - B. It does not complete the required rehabilitation or new construction in accordance with the terms and conditions of this Agreement within 18 months of the City of Wyoming's conveyance (or) receive an extension executed as an addendum of this agreement and based on the City of Wyoming's approval and finding that significant progress has been made and a new deadline is supportable by evidence of schedule and financial support.
  - C. The City of Wyoming, at its sole discretion, determines the NPH Developer has violated any covenant or condition set forth in this Agreement.
  - D. The NPH Developer hereby acknowledges and agrees the acquisition costs they expend, as outlined in Paragraph 7, 8 and 10, of this Agreement shall not be refunded.
4. NPH Developer covenants and agrees to be bound by a final determination made by the City of Wyoming, or its designee, that any or all of the conditions or covenants herein set forth have been breached, and that upon thirty (30) days written notice by the City of Wyoming to the NPH Developer of such a formal determination of breach, the NPH Developer shall surrender and quit unto the City of Wyoming the Property acquired under the terms and conditions of this Agreement.
  5. Upon the occurrence of the events specified in Paragraphs 3 and 4, the City of Wyoming, its successors or assigns, may enter upon the Property or any part then remaining, and terminate the estate hereby conveyed and thereafter hold the land and improvements thereon in fee simple absolute as if this conveyance had never been made.
  6. Any sale, conveyance, lease or transfer of any nature or kind of the Property prior to completion of the rehabilitation or new construction project anticipated in this Agreement by the NPH Developer is hereby prohibited unless said sale, conveyance, lease, encumbrance, or transfer is made with the express, advance written approval of the City of Wyoming.
  7. The NPH Developer shall deposit with the City of Wyoming a good faith deposit equal to \$500.00 per property. The balance of the purchase price will be due at closing between the NPH Developer and the City of Wyoming.
  8. The deposited monies shall be retained by the City of Wyoming to reimburse the City of Wyoming for its acquisition costs, including recording fees at the time the Property is conveyed to the NPH Developer.
  9. If the City of Wyoming fails to acquire and convey the tax-foreclosed property to the NPH Developer it shall return the monies held on deposit to the NPH Developer.
  10. If the City of Wyoming's costs to acquire and convey the Property exceed the monies held on deposit, the NPH Developer shall reimburse and pay to the City of Wyoming its additional incurred expenses at the time of the conveyance of the Property.

11. If the City of Wyoming's costs to acquire and convey the Property are less than the monies held on deposit, the balance shall be returned to the NPH Developer at the time of the conveyance.
12. The City of Wyoming is not obligated to acquire the Property, but will make reasonable efforts to do so. The City of Wyoming is not liable for the failure to acquire the property, or the quality or marketability of the title to any property transferred under this agreement. The City of Wyoming will convey its interest in the Property by quitclaim deed. The City of Wyoming recommends the NPH Developer obtain an opinion of title or title commitment from a recognized title insurance company regarding the condition of title to be conveyed under this agreement. These expenses or additional expenses required to clear titles will be paid by the NPH Developer.
13. The City of Wyoming shall have no obligations to evict any persons occupying the property. The NPH Developer agrees to take all steps necessary to, if necessary evict occupants at its expense.
14. NPH Developer agrees that it shall pay all real and personal property taxes, water bills, nuisance liens, special assessments or any other costs levied against the Property on or before the date said taxes and/or special assessments become due and payable.
15. No party to this agreement shall have the right to assign its rights or delegate its obligations under this Agreement without the prior written consent of all other parties hereto.
16. Miscellaneous
  - a. This Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their successors and assigns.
  - b. This Agreement shall be governed by and construed according to the laws of the State of Michigan.
  - c. The invalidity or unenforceability of any term or provision in this Agreement shall not affect the validity or enforceability of any of the remaining terms and provisions in the Agreement, all of which shall remain in full force and effect.
  - d. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and all prior agreements with respect thereto are merged herein.
  - e. This Agreement may be amended only by a written instrument signed by all parties hereto.
  - f. This Agreement may be signed in one (1) or more counterparts, all of which together shall constitute one (1) and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF WYOMING, a  
Michigan Municipal Corporation

By: \_\_\_\_\_  
SIGNATORY OR AGENT

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

STATE OF MICHIGAN)  
  )SS  
COUNTY OF KENT    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the subscriber, a Notary Public in and for said County, personally appeared SIGNATORY OR AGENT of the City of Wyoming, Kent County, Michigan, to me known to be the same person described in and who has executed the within instrument, and acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public, Kent County, Michigan  
My commission expires \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MICHIGAN)  
  )SS  
COUNTY OF KENT    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, the Executive Director of \_\_\_\_\_, a Michigan Non-Profit Corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, Kent County, MI  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Jack R. Sluiter, City Attorney  
City of Wyoming

**EXHIBIT A**

**City of Wyoming Tax NPH Developer Foreclosed Property Request Form**

Name of Organization: Habitat for Humanity of Kent County

Address: 425 Pleasant SW, Grand Rapids, MI 49503

Name of Staff Responsible for Request: Ivor Thomas Title: Director of Community Development

Phone: 616 588 5256

Email: ithomas@habitatkent.org

**Note:** The City of Wyoming is participating with the NPH Developer in order to assist with preservation of property values through the removal or prevention of blight. As such the NPH Developer must provide documentation of proof that the properties being requested are part of the organization's comprehensive revitalization plan, past, or current efforts. This can be exhibited through but not limited to:

- Providing a board approved geographic target area
- Providing existing current written community revitalization plans for the area that includes the requested property.
- Providing proof that the organization has completed the rehabilitation or new construction properties within a defined target area that includes the requested property
- The City of Wyoming is willing to consider other reasonable requests for properties based on the general need to reduce blight and preserve property values.

Please list the properties your organization is requesting. Attach the requested documentation to validate that the properties being requested meet the goal of the City of Wyoming to preserve property values through the elimination or prevention of blight.

Please call Rebecca Rynbrandt at 616-261-3520 to find out the amount required to purchase a specific property.

<b>PP#</b>	<b>House Number</b>	<b>Street</b>	<b>Amount</b>
411702179019	1313	Rathbone St SW	\$14,472.15

Please note that the City of Wyoming requires deposit payment in full by July 15<sup>th</sup>.

Signatory of **NPH Developer:** By signing below, I affirm I have the legal authority to make this request on behalf of the organization/agency.

\_\_\_\_\_  
Name, Title

\_\_\_\_\_ Date \_\_\_\_\_

05/14  
JRB

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

RESOLUTION TO APPROVE THE 2014-2015 BUDGET FOR THE WYOMING  
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Act 197 of 1995, the Downtown Development Authority Act, requires that Downtown Development Authorities annually prepare a budget subject to governing body approval, and
2. The Wyoming Downtown Development Authority (DDA) has recommended the attached budget for the Fiscal Year 2014-2015.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the attached Wyoming DDA budget for Fiscal Year 2014-2015.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on May 19, 2014.

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

ATTACHMENT:  
DDA Budget

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

**City of Wyoming**  
**Downtown Development Authority**  
**2014-2015 Budget Proposals and Justifications**

**Revenue:** City Finance Director, Tim Smith, has advised to budget for interest at \$1,500. Proposed Operating Expenses will be paid out of Fund Balance.

**Operating Expenses:**

- **Staff, \$0:** The DDA Budget historically helps support the salaries of City employees working with the DDA, however due to revenue constraints the City will not request a fee in the 2014/15 budget.
  - **Administrative Fees, \$0:** Various fees for administrative costs incurred to the City of Wyoming by the DDA, however due to revenue constraints the City will not request a fee in the 2014/15 budget.
  - **Professional Services (Legal), \$2,500:** Services are expected to be used opportunities regarding development, assistance with legal issues, financing programs, acquisition and general advice.
  - **Professional Services (Consultant), \$0:** To maximize the efforts of Turn on 28<sup>th</sup> Street funds are used for special projects, however due to revenue constraints no funds will be designated in the 2014/15 budget.
  - **Landscape Maintenance, \$35,000:** These funds will be used for the annual maintenance contract, as well as miscellaneous repair costs.
  - **Marketing/Promotion, \$15,000:** To market and promote the Turn on 28<sup>th</sup> Street project.
  - **Travel and Training, \$2,500:** 28West paired with the marketing/promotion material provides us with tools to take to ICSC events.
  - **Supplies, \$100:** Office and event supplies.
  - **Printing and Advertising, \$400:** Public Hearing Notices.
  - **Other Services, \$0:** There are no miscellaneous items budgeted for in 2013/14.
  - **Projects:**
    1. **Acquisitions/Gap Financing, \$0:** These are funds for economic development, such as incentive programs, land acquisition, or demolition assistance. No funds will be added in the 2014/15 budget.
    2. **Business Development, \$0:** Costs for developing business relations, such as on-site visits, coffee, lunches. No funds will be designated in the 2014/15 budget.
    3. **Christmas Decorations, \$0:** There is no funding available in this budget year for the replacements and decorations for the DDA corridor.
    4. **Banners, \$0:** There is no funding designated in the 2014/15 budget for banner replacement.
    5. **Metro Cruise, \$2,500:** Contribution to Metro Cruise.
    6. **Networking/Educational Membership Events, \$0:** There is no funding designated for networking/educational membership events in the 2014/15 budget.
    7. **Pedestrian Light Pole Replacements, \$1,500:** As needed.
    8. **Street Trees, \$0:** DDA Replacement Trees.
    9. **Project Costs, \$500:** Wyoming Gives Back DDA Holiday Event.
- Expenditures: \$60,000**

RESOLUTION NO. 25

RESOLUTION TO RECOMMEND THE BUDGET FOR THE  
CITY OF WYOMING DOWNTOWN DEVELOPMENT AUTHORITY  
FOR THE FISCAL YEAR ENDING JUNE 30, 2015

WHEREAS, Public Act 197 of the State of Michigan requires the Director of the Downtown Development Authority to submit a budget to the Board of the Downtown Development Authority, and

WHEREAS, the Director has submitted said budget for recommendation, and

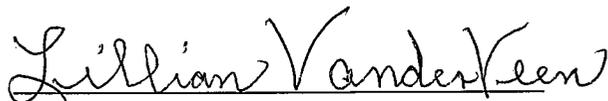
WHEREAS, Public Act 197 further states that said budget must be approved by the City Council of the City of Wyoming prior to adoption by the Board of the Downtown Development Authority; now, therefore,

BE IT RESOLVED, that the revised budget attached hereto and made a part hereof by reference is hereby considered and recommended by the Board of the City of Wyoming Downtown Development Authority for adoption by the City Council of the City of Wyoming.

Boardmember Poll moved, seconded by Boardmember Vanderveen, that the above Resolution be adopted.

Motion carried: Yeas: 6      Nays: 0

I hereby certify that the foregoing Resolution was adopted by the Board of the City of Wyoming Downtown Development Authority, at a meeting held on the 2nd day of April, 2013.

  
LILLIAN VANDERVEEN  
DDA Secretary

Attachment: Budget

## X - UTILITIES

These fees will be effective as of **July 1, 2014**

### WASTEWATER PENALTIES

Concentration Level	Primary, Secondary and Tertiary Pollutants Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
0-Limit (x)	No penalty	No penalty	No penalty	No penalty
>1(x) - 2(x)	\$56.87	\$113.74	\$170.64	\$227.51
>2(x) - 3(x)	113.74	227.51	341.26	455.02
>3(x) - 4(x)	170.64	341.26	511.90	682.53
>4(x)	284.38	568.77	853.16	1,000.00**

(x) Individual limits as listed in Sections 86-292 (b) (1) (b) and 86-292 (b) (2) (b) and 86-292 (b) (3) (b), General Maximum Limits for Primary, Secondary and Tertiary Toxic Pollutants.

pH	pH Penalty Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
5.0 - 10.5	No penalty	No penalty	No penalty	No penalty
4.0 - 4.9	\$17.08	\$34.14	\$51.20	\$68.27
3.0 - 3.9	45.50	91.00	136.51	182.01
0 - 2.9	85.32	170.64	341.26	853.16

For violations of timed-based limitations of pH greater than 10.5 as specified in 86-291 (18).

>10.5	17.08	34.14	51.20	68.27
11.0 - 11.9	45.50	91.00	136.51	182.01
12.0 - above	85.32	170.64	341.26	853.16

\*Based on average day for previous quarter

\*\* Maximum penalty allowed by law

### TREATED GROUNDWATER DISCHARGE

The following fees for treated groundwater discharges to the POTW are established:

(1) Permit fee, per permit issuance	199.07
(2) Inspection fee, per inspection	170.64

### WASTEWATER SURCHARGE RATES

BOD	Up to 340 mg/L	> 340 mg/L
	Rate/lb. \$0.00	\$0.15
SS	Up to 355 mg/L	> 355 mg/L
	Rate/lb. \$0.00	\$0.16
Phosphorus	Up to 9.1 mg/L	> 9.1 mg/L
	Rate/lb. \$0.00	\$0.80
Oil and Grease	Up to 96 mg/L	> 96 mg/L
	Rate/lb. \$0.00	\$0.13
COD*	Up to 700 mg/L	> 700 mg/L
	Rate/lb. \$0.00	\$0.08

\*Alternative to BOD, surcharges will not be levied for both BOD and COD on any given sample

### INSTALLATIONS

Water Meters:

Meter Size	Charge
5/8 inch	\$ 224.09
1 inch	298.04
1.5 inch	534.65
2 inch	671.15
2 inch compound	1,751.83
3 inch	856.58
4 inch	2,107.88
6 inch	3,441.08
8 inch	5,305.54

Water Service Installation to Stop Box Only

1"	1,750.00
1.5"	2,727.00
2"	2,727.00

Watermain Tapping Actual cost plus 25%

Water System Development Charge  
by tap size

1 inch	1,308.18
1 ½ inch	4,174.82
2 inch	5,221.36
3 inch	11,728.14
4 inch	31,237.13
6 inch	78,058.68
8 inch	104,074.40
12 inch	148,939.40

Sewer System Development Charge  
by water tap size

1 inch	1,301.36
1 ½ inch	4,166.84
2 inch	5,192.92
3 inch	11,687.18
4 inch	31,119.95
6 inch	77,831.17
8 inch	103,770.70
12 inch	155,649.80

WATER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public water service. Ready-to-Serve Charge will be assessed whether or not the water meter is installed and whether or not water is being used. The ready-to-serve is not charged if the water lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges
5/8 inch	\$ 22.21
1 inch	45.53
1 1/2 inch	97.71
2 inch	151.02
3 inch	262.06
4 inch	489.70
6 inch	1,008.70
8 inch	1,697.85

Water commodity rate (in addition to Readiness to Serve Charge):  
Quantity steps applicable rate, per 100 cubic feet: **\$1.15**

### SEWER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public sewer service. Ready-to-Serve Charge will be assessed whether or not sewer is being used. The ready-to-serve is not charged if the sewer lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges
5/8 inch or no meter	<b>\$ 14.29</b>
1 inch	<b>24.95</b>
1 1/2 inch	<b>46.31</b>
2 inch	<b>67.62</b>
3 inch	<b>163.65</b>
4 inch	<b>270.35</b>
6 inch	<b>537.04</b>
8 inch	<b>803.75</b>
12 inch	<b>1,234.80</b>

Sanitary Sewer commodity rate (in addition to Readiness to Serve Charge):  
per 100 cubic feet (hereinafter referred to as billing unit) of water use per quarter: **\$2.45**

Residential sewer billing units shall be determined by using 1.15 times the water use for the winter quarter which is hereby defined as any 3 months between November 1 and April 30. However, when the winter quarter use is less than 10 billing units, then 10 billing units shall be used. Provided, however, that in no case shall the billing units for sewer be greater than the total water use for any particular quarter.

Effective **July 1, 2014**, the minimum charge per quarter for those residential sewer users not served by the City's water system shall be **\$63.70** plus the applicable Ready to Serve Charge.

### LATE CHARGE

A penalty of 10% of current charges for water and sewer will be added to any bill paid after the due date on the bill.

Customers with sewer only service shall have a service charge of 1 1/2 percent per month assessed on the unpaid balance for that delinquent portion of their bill which becomes a lien placed on the property tax roll.

## FIRE SPRINKLER CONNECTION

(per year charge applicable to unmetered connections):

4 inch and smaller connections to City main	\$ 164.96
6 inch connection to City main	519.88
8 inch connection to City main	883.88
10 inch connection to City main	1,820.08
12 inch connection to City main	2,959.88

## MISCELLANEOUS FEES

Cash deposit for Section 86.43(4)	150.00
Collection Cost Recovery Fee	40.00
Water Construction Fee (60 days)	<b>57.50</b>
Pool Filling Permit:	
Homeowner and contractor	<b>57.50</b>
Miscellaneous Hydrant Usage:	
Used one day	<b>57.50</b>
Used after first day	<b>57.50</b>
Plus metered usage at current water rate, plus 100%	
Unauthorized hydrant use, penalty of	500.00
Unauthorized water use, penalty of	500.00

### NPDES Permit Treated Groundwater

The permit fee for treated groundwater discharge shall be  
\$.08 per 100 cubic feet.

## WASTE HAULERS

The following fees for waste haulers permitted to discharge to the POTW are established.  
Fees shall be assessed quarterly.

Leachate haulers Treatment Fee, per 100 cubic feet discharged \$8.98

Miscellaneous waste haulers including septage haulers:  
(to be paid in advance)

\$80.47 per 1000 gallons per load, or fraction thereof

## Comparison of Proposed Engineering Fees for Work in the Public Right-of-way

	Current Fees	Proposed Fees	City of Kentwood	City of Walker
<b>Residential Drive Approach</b>				
New Flared Concrete Drive	\$65	<b>\$85</b>	\$130	\$125
New Asphalt Drive	\$20	<b>\$30</b>	\$130	\$125
Reconstruct Existing Drive	\$20			
Drive Removal (Not replaced)	\$25			
Drive Grade Stakes (Only)	\$50			
Reconstruct Curb & Gutter	\$30			
<b>Commercial Drive Approach</b>				
New Flared Concrete Drive	\$100	<b>\$145</b>	\$125	\$175
New Radius Drive	\$220			
New Tapered Drive	4% (\$150)			
Reconstruct Existing Drive	\$50			
Drive Removal (Not replaced)	\$25			
Reconstruct Curb & Gutter	*\$25.00			
<b>Sidewalk</b>				
New Construction	\$110	<b>\$125</b>	\$145	\$100
Reconstruction (>50 feet)	\$20			
ADA Ramps	\$130			
Restaking	\$50			
Street Opening (Typical)	\$300	<b>\$350</b>	\$500	\$200
Jack and Bore R.O.W	\$100			
Traffic Closure (Detour)	\$350			
Parkway Opening	\$25	<b>\$45</b>	\$50	\$50
Storm Sewer	\$25			
Utility connection	\$25			
Fire Lines	4% (\$150)			
*Misc. Fee	\$25			

## IV - ENGINEERING DEPARTMENT

### Administrative Fees

Preparation of Lien Contract	\$50.00
Preparation of Restrictive Covenant (waived when prepared in connection with special assessment roll)	\$100.00
Preparation or review of Easements	\$200.00

### General Engineering Fees

Fire Lines	
Based on Construction	4.00%
Minimum Fee	\$150.00
Subdivision Inspection	
Based on Construction Cost	4.00%
Minimum Fee	\$150.00

### Standard Special Assessment Rates

Whenever the City Council decides to levy Special Assessment to defray the costs of any improvements, the following Standard Special Assessment Rates shall govern:

#### Street

Rural Improvement - Residential	\$41.50 lf
Full Improvement - Residential	\$66.90 lf
Full Improvement - Commercial	\$84.40 lf

#### Sanitary Sewer

Main - Residential	\$27.40 lf
Main - Commercial	\$40.20 lf
6 inch service	\$1,790.00 ea
8 inch service	\$2,610.00 ea

#### Watermain

Main - Residential	\$17.00 lf
Main - Commercial	\$20.40 lf
1 inch service	\$1,030.00 ea
1 1/2 inch service	\$1,030.00 ea
2 inch service	\$1,200.00 ea
6 inch service	\$2,930.00 ea
8 inch service	\$3,560.00 ea

#### Storm Sewer

12 inch lateral	\$1,180.00 ea
15 inch lateral	\$1,510.00 ea
18 inch lateral	\$1,650.00 ea

#### Sidewalk

4 inch - Residential	\$13.10 lf
6 inch - Commercial	\$18.20 lf
8 inch - Industrial	\$21.40 lf

#### Drive Approach

Standard 4 inch - Residential	\$22.50 sy
Standard 4 inch - Commercial	\$33.10 sy
Standard 8 inch - Industrial	\$38.00 sy

Curb Return	\$2,080.00 ea
-------------	---------------

Tapered Curb Return

\$3,700.00 ea

**Stormwater Fees**

<u>Percent Impervious</u>	<u>Stormwater Fee (\$/AC)</u>
5%	\$1,690.00
10%	\$1,830.00
15%	\$1,970.00
20%	\$2,120.00
25%	\$2,260.00
30%	\$2,400.00
35%	\$2,540.00
40%	\$2,690.00
45%	\$2,830.00
50%	\$2,970.00
55%	\$3,110.00
60%	\$3,260.00
65%	\$3,400.00
70%	\$3,540.00
75%	\$3,680.00
80%	\$3,830.00
85%	\$3,970.00
90%	\$4,110.00
95%	\$4,250.00
100%	\$4,400.00

**Street Permits**

Minimum Insurance Policy Requirements Per Policy		
General Liability Coverages (Occurrence/Aggregate)	\$1,000,000/\$2,000,000	
Automotive Liability/Combined Single Limit	\$1,000,000	
Workers Compensation	\$500,000	
Policy Must name the City of Wyoming As Additional Insured		
Banners and Signs over right of way	\$40.00	
Building Mover's Permit	\$100.00	
Moving Oversized objects, less than 13 feet in width (per occurrence)	\$10.00	
Moving Oversized objects, greater than 13 feet in width (per occurrence)	\$25.00	
Moving Overweight objects (per occurrence)	\$75.00	
Work performed outside of normal working hours requiring City Supervision	Actual Cost	
Drive Culverts (City Installed)	Actual Cost	
Underground Utilities (parallel to centerline)		
Per lineal Foot	\$0.20	
Minimum Fee	\$125.00	
Residential Drive Approach Construction		
Concrete	\$65.00	<b>\$85.00</b>
Asphalt	\$20.00	<b>\$30.00</b>
Reconstruction	\$20.00	
Drive Removal (if performed separate from new Construction)	\$25.00	
Landscaping Grades	\$50.00	
Drive Grade Stakes (Only)	\$50.00	
Commercial Drive Approach Construction		
Flared	\$100.00	<b>\$145.00</b>
Radius	\$220.00	

Tapered			
Based on Construction Cost		4%	
Minimum Fee		\$150.00	
Reconstruction		\$50.00	
Drive Removal (if performed separate from new Construction)		\$25.00	
Sidewalk Construction			
New Construction		<del>\$110.00</del>	<b>\$125.00</b>
Reconstruction (>50 feet)		\$20.00	
ADA Ramps		\$130.00	
Restaking		\$50.00	
Street Opening		<del>\$300.00</del>	<b>\$350.00</b>
Jack and Bore R.O.W		\$100.00	
Traffic Closure (Detour)		\$350.00	
Parkway Opening		<del>\$25.00</del>	<b>\$45.00</b>
Storm Sewer		\$25.00	
Utility connection		\$25.00	
Resurfacing Pavements			
Asphalt		Actual Cost plus 25%	
Concrete		Actual Cost plus 25%	
	All street opening patches shall be replaced by a qualified Contractor or by the City of Wyoming (at the expense of the applicant)		
Miscellaneous			
All work within the right-of-way not covered in the above fees		\$25.00	
Sign return		\$5.00	
<b>Telecommunications Permit</b>			
Telecommunications providers permit		\$500.00	

## Staff Report

Date: May 8, 2014

Subject: Elimination of Fees for Obsolete Business License Types

From: Heidi A. Isakson, City Clerk

cc: Curtis Holt, City Manager  
Barbara VanDuren, Deputy City Manager

The following business license fees are obsolete and should be removed from the Fee Schedule, because the relevant ordinances were amended or repealed, and these business are now charged a General Business license fee:

- Amusement Machines
- Fireworks Sales
- Myomassologist (Massage Therapist)
- Tattoo Parlor
- Vending Machine Operator

### III - CITY CLERK

All Business Licenses, Except as Described or otherwise provided herein:	\$ 40.00
Adult Bookstore and other Adult Businesses	250.00 initial 100.00 annual
Air Pollution Appeals or Variance	25.00
<del>Amusement Machines, per machine</del>	<del>10.00</del>
<del>Amusement Machine Locations:</del>	
<del>1 to 5 machines</del>	<del>50.00</del>
<del>6 or more machines (amusement parlor)</del>	<del>100.00</del>
Assemblies, Outdoor	200.00
Auto Body Repair Garages	100.00
Automobile Sales New & Used Cars, Trucks, each lot	50.00
Automobile Wrecking Yard/Scrap Metal and Metal Processing	125.00
Billiards/Pool	125.00
Bowling Alleys	40.00
Carnival	
Nonrefundable application fee	75.00
Additional permit fee per day	50.00
Bond	1,000.00
Insurance: \$3,000,000 Combined Single Limit for Occurrence, Aggregate & Property Damage Naming the City of Wyoming as Additional Insured	
Christmas tree sales (outdoors)	50.00
Concrete Construction License (in Right-of-way)	50.00
Minimum Insurance Policy Limits per Project:	
Automotive Liability/Combined Single Limit \$1 Million	
Liability Coverage (Occurrence/Aggregate) \$1 Million/\$2 Million	
Policy must name the City of Wyoming as Additional Insured	
Dance Hall	125.00
Day Care (7 or more children)	50.00
Dealer of Precious Metal & Gems	50.00
Employment Placement Services	40.00
Fertilizing Services for Lawns, Shrubs or Trees	30.00 per vehicle
<del>Fireworks Sales</del>	<del>125.00 annual</del>
<del>Additional Location</del>	<del>50.00 each</del>
<del>Insurance: Fire, Casualty and General Liability</del>	
<del>Amount \$500,000/\$1,000,000</del>	
<del>Statutory workers compensation insurance covering all employees</del>	
Gasoline Service Station	35.00 PLUS \$25.00 For each nozzle up to \$50.00 max per pump
Going out of Business/Auction	\$ 50.00
Health Club or Massage Establishment	50.00

Industrial Waste Disposal	300.00
Kennels	40.00
Mfg or Dist. of Paint, Lacquer, Varnish & Oil	100.00
Mfg or Dist. of Solvents & Chemicals	100.00
<del>Myomassologist</del>	<del>50.00</del>
Pawn Shops/Second Hand Stores	50.00
Peddlers License	10.00 Plus 25.00 per week per person
Poison Gases (Inc. Exterminators & Fumigators)	100.00 Plus \$5.00 per employee
Private School	40.00
Rubbish Hauler	30.00 per vehicle
Insurance: \$500,000/\$1,000,000 Liability, \$100,000 Property Damage	
Solicitation for funds	25.00
Maximum 90 day permit	
Snow Plowing	30.00 per vehicle
Insurance: Automotive Liability/Combined Single Limit \$1 Million Liability Amount (Occurrence/Aggregate) \$1 Million/\$2 Million Policy must name the City of Wyoming as Additional Insured	
Sound Car	25.00
<del>Tattoo Parlor</del>	<del>100.00</del>
Initial application	25.00
Taxicab/Limousine and other privately owned services providing transportation services to the public (based in the City of Wyoming)	40.00
Insurance: Property Damage \$20,000, Liability \$200,000/\$500,000 Naming the City of Wyoming as Additional Insured	
Taxicab/Limousine and other privately owned services providing transportation services to the public (not based in the City of Wyoming) Operator shall provide proof of insurance equal to or exceeding that required for business based in the City of Wyoming and a copy of the license issued to them by any other city.	
Theater	40.00
<del>Vending Machine Operator</del>	<del>35.00</del>
Late Renewal	
The late renewal penalty at 30 days shall be 25% of the renewal license fee but not less than \$10.00 and the late renewal penalty at 90 days shall be 50% of the renewal license fee but not less than \$20.00.	
Marriage Ceremonies performed by the Mayor	\$25.00
Notarization	2.00
On-Premise Liquor License Application	300.00

Precinct Maps  
Code of Ordinances  
Qualified Voter File Reports

3.00  
100.00  
N/C e-mail  
.10 per printed page  
.70 per label page  
\$5.00 per CD