

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, JUNE 16, 2014, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Wayne Ondersma, The Dock Ministries
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of June 2, 2014, and the work session of June 9, 2014
- 7) Approval of Agenda**
- 8) Public Hearings**
  - a) 7:01 p.m. To Consider the Transfer of Industrial Facilities Exemption Certificates from Weller Auto Parts, Inc. and Weller Truck Parts, LLC, to Jasper Weller, LLC.
  - b) 7:02 p.m. to Consider an Application for an Industrial Facilities Exemption Certificate for R. L. Adams Plastics, Inc.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
    - 1) Wyoming High School Principal Nate Robrahn
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

  - a) To Reappoint Members to the Historical Commission and Planning Commission
  - b) To Reappoint Members to the Construction Board of Appeals and Housing Commission
  - c) To Reappoint Members to Various Boards, Commissions and Committees
- 15) Resolutions**
  - d) To Approve the Transfer of Industrial Facilities Exemption Certificates From Weller Truck Parts LLC and Weller Auto Parts, Inc. to Jasper Weller LLC, and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
  - e) To Approve the Application of R. L. Adams Plastics, Inc. for an Industrial Facilities Exemption Certificate in the City of Wyoming, and Authorizing the Mayor and City Clerk to Sign the IFT Agreement

- f) To Authorize the Mayor and City Clerk to Enter Into a Contract Amendment With the Area Agency on Aging of Western Michigan, Inc. in Support of Older Adult Transportation, and to Authorize the Related Budget Amendment (Budget Amendment No. 59
- g) To Exercise the Right of First Refusal to Acquire Tax Foreclosed Property From Kent County for a Declared Public Purpose
- h) To Enter Into a Development Agreement With Next Step of West Michigan for the Transfer of Property
- i) To Authorize the Mayor and City Clerk to Enter Into a Cooperative 21<sup>st</sup> Century Community Learning Center Agreement With Wyoming Public Schools (Cohorts G, H, I-1, I-2)
- j) To Authorize a Contract for Specific Home Repair Services
- k) To Amend the Employment Contract Between the City of Wyoming and the Wyoming Administrative and Supervisory Employees Association
- l) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union
- m) To Authorize the City Manager to Execute an Employment Agreement with the Human Resources Specialist

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

- n) To Authorize Payment for Demolition and Asbestos Removal Services
- o) To Authorize the Purchase of Ammunition
- p) To Accept a Quotation From Communications Specialists, Inc. for the Purchase and Installation of a Microwave Wireless Bridge
- q) For Award of Bids
  - 1) Clean Water Plant Chemicals
  - 2) Liquid Polymers
  - 3) Water Treatment Plant Chemicals

**17) Ordinances**

- a) Ordinance 12-14: To Amend Sections 34-108 and 34-109 of the Code of the City of Wyoming (Fireworks Permits) (First Reading)
- b) Ordinance 13-14: To Add Article VI to Chapter 78 of the Code of the City of Wyoming Entitled “Bus Transit Regulations” (First Reading)
- c) Ordinance 14-14: To Amend Section 90-44 of the Code of the City of Wyoming (Distance Requirement for Mechanical Appurtenances) (First Reading)
- d) Ordinance 15-14: To Amend Sections 90-31, 90-55, 90-892(5), 90-892(6), a Portion of Section 90-895 (Table) and to Repeal Section 90-65, Portions of Tables 90-646, 90-799, 90-299-2, 90-891, Sections 90-892(24) and 90-892(25), a Portion of Section 90-893 (Table), Section 90-894(13) and Article XXVII of Chapter 90 of the Code of the City of Wyoming (First Reading)
- e) Ordinance 16-14: To Amend Section 14-280 of the Code of the City of Wyoming (Permitted Districts for Carnivals) (First Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

**21) Adjournment**

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

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

WHEREAS:

1. The term of office for some members of the Historical Commission and Planning Commission expires on June 30, 2014.
2. It is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Historical Commission and the Planning Commission for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Historical Commission</u>	
Ted Westerman	06/30/17
William Branz	06/30/17
 <u>Planning Commission</u>	
Robert Arnoys	06/30/17
John Bueche	06/30/17
Chris Weller	06/30/17

NOW, THEREFORE, BE IT RESOLVED:

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

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 16, 2014.

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

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

RESOLUTION TO REAPPOINT MEMBERS TO THE CONSTRUCTION BOARD OF APPEALS AND HOUSING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members for the Construction Board of Appeals and Housing Commission, expires on June 30, 2014.
2. It is the recommendation of the City Manager that the following members be reappointed to serve on the Construction Board of Appeals and Housing Commission:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Construction Board of Appeals</u> William Kerby	06/30/2017
<u>Housing Commission</u> Barbara VanDuren	06/30/2019

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to reappoint members to the Construction Board of Appeals and Housing Commission for the City of Wyoming to the term so stated.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 16, 2014.

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

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

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

WHEREAS:

1. Term of office for some members of various Boards, Commissions and Committees expires June 30, 2014.
2. It is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

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

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Building Authority</u> William Dooley	06/30/2017
<u>Community Development Committee</u> Deborah Krenz Phillip Ziembra Christopher Hall	06/30/2016 06/30/2016 06/30/2016
<u>Housing Board of Appeals</u> Patricia Kooienga	06/30/2019
<u>Parks &amp; Recreation Commission</u> Megan Harley	06/30/2017
<u>WKTU Commission</u> Jonathan Bushen	06/30/2017
<u>Zoning Board of Appeals</u> Rodney Beduhn Garry VandenBerg William VanderSluis	06/30/2017 06/30/2017 06/30/2017

06/16/14  
Clerk/IJ

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 June 16, 2014.

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Heidi A. Isakson, Wyoming City Clerk

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

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

RESOLUTION TO APPROVE THE TRANSFER OF  
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES  
FROM WELLER TRUCK PARTS, LLC AND WELLER AUTO PARTS, INC.  
TO JASPER WELLER, LLC  
AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS:

1. The City established Industrial Development District Number 231, established by Resolution Number 19082 on May 24, 1999.
2. The City approved an Industrial Facilities Exemption Certificate now known as IFT No. 2005-257 for Weller Auto Parts, Inc. for \$2,500,000 in real property and \$100,000 in personal property for twelve (12) years, expiring December 30, 2017, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974.
3. The City approved an Industrial Facilities Exemption Certificate now known as IFT No. 2011-079 for Weller Truck Parts, LLC for \$4,211,000 in real property and \$100,000 in personal property for twelve (12) years, expiring December 30, 2023, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974.
4. Section 21 of P. A. 198 of 1974 provides for the transfer of Industrial Facilities Exemption Certificates with the approval of the local government unit.
5. Weller Auto Parts, LLC and Weller Truck Parts, LLC is no longer the owner of the facility at 1500 Gezon Parkway SW, Wyoming, MI and Jasper Weller, LLC is now the owner of the facility within Industrial Development District 231.
6. Jasper Weller, LLC is requesting the transfer of the existing real and personal property components of IFT No. 2005-257 and IFT No. 2011-079, which expire on December 30, 2017 and December 30, 2023, respectively, and have original total project investments of \$6,911,000.
7. Staff recommends the City Council approve the transfer of the real and personal property components of the Industrial Facilities Exemption Certificates as stated above to the new owner, Jasper Weller, LLC and the Mayor and City Clerk sign the IFT Agreement.
8. The Wyoming City Council on June 16, 2014 at 7:01 p.m. held a public hearing on whether to approve the transfer of the real and personal property components of the Industrial Facilities Exemption Certificates for Well Truck Parts, LLC.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the transfer of the real and personal property components of Industrial Facilities Exemption Certificate Numbers 2005-257 and 2011-079 to Jasper Weller, LLC.
2. The Mayor and City Clerk are authorized to sign the IFT agreement as amended as part of the documentation required to process the transfer.

06/16//2014  
Manager/KV

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: June 16, 2014.

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Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:     Staff Memo  
                          IFT Agreement

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

## INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of June 16, 2014 between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Jasper Weller, LLC, a corporation, the address of which is 1500 Gezon Parkway SW, Wyoming, MI 49509 (the “Company”).

### RECITALS

- A. Pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* (“Act 198”), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.
- B. Act 198 also requires a written agreement between the City and the Company.
- C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.
- D. The Company filed an application for a transfer of existing tax abatements, known as Industrial Facilities Exemption Certificate #2005-257 and #2011-079, established pursuant to Act 198, a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- E. Following a public hearing on June 16, 2014, the City Council adopted a resolution to transfer the tax abatements for the remaining period of three (3) years and nine (9) years, respectively, conditional upon the parties entering into this Agreement (the “Tax Abatement”) for the property located at 1500 Gezon Parkway SW, in the City (the “Site”).
- F. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

### TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$2,600,000.00 and \$4,311,000.00 in improvements to its property in the City and that at least 25 and 50 new job(s) will be created at the Site and at least 130 and 220 jobs will be retained at the Site as a result of that investment. The Company further pledges that those improvements will remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Tax Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Tax Abatement.
- 2. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2007 and 2013) and each December 31 thereafter the Company shall submit a letter to the City, stating:
  - (a) The number of new jobs projected in the Application to be created and retained at the Site upon the project’s completion and the actual number of new jobs created and retained at the Site.

- (b) The number of employees at the Site at the time of the Application and the current number of employees at the Site.
  - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
  - (a) The City may either:
    - (1) Apply the criteria in the City's Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Tax Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels at the Site and project costs as stated in the letter, or
    - (2) If the number of new jobs at the Site or the cost of the project is substantially below that stated in the Application, the City Council may recommend revocation of the Tax Abatement.
  - (b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Tax Abatement if:
    - (1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or
    - (2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.
  - (c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.
- 5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Tax Abatement as granted.
  - (a) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations at the Site, or the City determines that the Company has discontinued or substantially curtailed its operations at the Site, or the company no longer employs at the Site the number of employees represented in the Application and in this Agreement:
    - (1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and
    - (2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.
  - (b) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the Company contends in any appeal taxable value of its property at the Site should be less the Company's cost to acquire the property and construct and install the project plus the value of the property prior to undertaking the project, as reflected in the Application, any certification made by the Company under Act 198, any letters filed with the City pursuant to this Agreement, or any other statements made by or on behalf of the Company in applying for or complying with the terms of the Tax Abatement and this Agreement:
    - (1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and
    - (2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

(c) In making any decision under the preceding subparagraphs (a) or (b), the City Council shall consider whether:

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

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

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

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

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

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

CITY OF WYOMING

JASPER WELLER, LLC

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

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

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

Date signed: \_\_\_\_\_, 2014

Date signed: \_\_\_\_\_, 2014

Staff Report

Date: 05/27/2014  
Subject: Jasper Well, LLC  
From: Kelli VandenBerg, Assistant to the City Manager  
Meeting Date: June 16, 2014 City Council Meeting

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Recommendation:

Staff recommends Council approve the transfer of IFT 2005-257 and 2011-079 from Weller Truck Parts, LLC (formerly Weller Auto Parts, Inc.) to Jasper Weller, LLC for the remaining three(3) and nine (9) years of these abatements.

Sustainability Criteria:

Environmental Quality – Approval of this request does not significantly impact environmental quality.

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

Economic Strength – Approval of this request will help retain a local manufacturer and encourage future investment by Jasper Weller, LLC.

Discussion:

This facility has been operating and growing in the City of Wyoming under various Weller monikers for 74 years and is requesting the approval of a transfer of existing IFT certificates to Jasper Weller, Inc. Staff has reviewed the request, which is summarized below:

Address of project:	1500 Gezon Parkway SW Wyoming, MI 49509	
	<u>IFT 2005-257</u>	<u>IFT 2011-079</u>
Personal Property:	\$ 100,000.00	\$ 100,000.00
Real Property:	\$2,500,000.00	\$4,211,000.00
Estimated Jobs:	25 new jobs 130 retained jobs	50 new jobs 220 retained jobs
Expiration date of IFT:	December 30, 2017	December 30, 2023

Jasper Weller, LLC purchased Weller Truck Parts, LLC on March 31, 2014 and has indicated there will be no change in operations or employment numbers at this site as a result of this change in ownership.

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

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

WHEREAS:

1. The City established Industrial Development District Number 297, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 24794 on May 19, 2014.
2. R.L. Adams Plastics, Inc., has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to a new facility to be acquired and installed within Industrial Development District 297, with an estimated cost of \$2,506,038.00 for real property to be located at 5595 Cross Roads Commerce Parkway SW.
3. Before acting on this application, the City Council held a public hearing on June 16, 2014, in the Council Chambers, City Hall, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan, at 7:02 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before April 24, 2014, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from R.L. Adams Plastics, Inc., for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 297, to wit:

**Address:** 5955 Cross Roads Commerce Parkway SW, Wyoming, MI 49519

**Tax Parcel No.:** 41-17-34-476-010

**Legal Description:**

PART OF SE 1/4 COM 599.91 FT N 88D 30M 28S W ALONG S SEC LINE FROM SE COR OF SEC TH N 0D 33M 53S W 484.41 FT TH N 44D 17M 17S E TO SWLY LINE OF CROSS ROADS COMMERCE DR /66 FT WIDE/ TH NWLY ALONG SWLY LINE OF SD DR 348.35 FT ON A 400 FT RAD CURVE TO RT /LONG CHORD BEARS N 33D 08M 37S W 337.44 FT/ TH N 88D 12M 11S W 568.6 FT TH N 0D 30M 22S W 94.05 FT TH S 65D 47M 23S W 882.38 FT TH S 0D 26M 53S E 538.10 FT TO S SEC LINE TH E ALONG S SEC LINE TO BEG \* SEC 34 T6N R12W 26.90 A. SPLIT ON 02/06/2004 FROM 41-17-34-476-006;

be the same as hereby approved.

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 16, 2014.

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Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:        Staff Memo  
                                  IFT Agreement

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

## INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of May 19, 2014 between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and R.L. Adams Plastics, Inc., a corporation, the address of which is 5955 Cross Roads Commerce Parkway SW, Wyoming, MI 49519 (the “Company”).

### RECITALS

- A. Pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* (“Act 198”), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.
- B. Act 198 also requires a written agreement between the City and the Company.
- C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.
- D. The Company filed an application for an Industrial Facilities Tax Abatement pursuant to Act 198 a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- E. Following a public hearing on June 2, 2014, the City Council adopted a resolution to approve the issuance of an industrial facilities exemption certificate for a period of eleven (11) years for the property located at 5955 Cross Roads Commerce Parkway SW, in the City (the “Site”) conditional upon the parties entering into this Agreement (the “Tax Abatement”).
- F. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

### TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$2,506,038.00 in improvements to its property in the City and that at least 5 new job(s) will be created at the Site and at least 37 jobs will be retained at the Site as a result of that investment. The Company further pledges that those improvements will remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Tax Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Tax Abatement.
- 2. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2016) and each December 31 thereafter the Company shall submit a letter to the City, stating:
  - (a) The number of new jobs projected in the Application to be created and retained at the Site upon the project’s completion and the actual number of new jobs created and retained at the Site.

- (b) The number of employees at the Site at the time of the Application and the current number of employees at the Site.
  - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
  - (a) The City may either:
    - (1) Apply the criteria in the City's Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Tax Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels at the Site and project costs as stated in the letter, or
    - (2) If the number of new jobs at the Site or the cost of the project is substantially below that stated in the Application, the City Council may recommend revocation of the Tax Abatement.
  - (b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Tax Abatement if:
    - (1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or
    - (2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.
  - (c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.
- 5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Tax Abatement as granted.
  - (a) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations at the Site, or the City determines that the Company has discontinued or substantially curtailed its operations at the Site, or the company no longer employs at the Site the number of employees represented in the Application and in this Agreement:
    - (1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and
    - (2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.
  - (b) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the Company contends in any appeal taxable value of its property at the Site should be less the Company's cost to acquire the property and construct and install the project plus the value of the property prior to undertaking the project, as reflected in the Application, any certification made by the Company under Act 198, any letters filed with the City pursuant to this Agreement, or any other statements made by or on behalf of the Company in applying for or complying with the terms of the Tax Abatement and this Agreement:
    - (1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and
    - (2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

(c) In making any decision under the preceding subparagraphs (a) or (b), the City Council shall consider whether:

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

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

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

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

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

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

CITY OF WYOMING

R.L. ADAMS PLASTICS, INC.

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

By: \_\_\_\_\_  
Cathy Taylor, Chief Financial Officer

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

Date signed: \_\_\_\_\_, 2014

Date signed: \_\_\_\_\_, 2014

Staff Report

Date: 05/28/2014  
Subject: R.L. Adams Plastics, Inc.  
From: Kelli VandenBerg, Assistant to the City Manager  
Meeting Date: June 16, 2014 City Council Meeting

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Recommendation:

Staff recommends an eleven (11) year IFT abatement be granted to R.L. Adams Plastics, Inc. based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

Environmental Quality – R. L. Adams Plastics is responsible and cooperative in their efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City’s Land Use Plan.

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

Economic Strength – Approval of this application will help retain and expand a local industrial company, encourage continued investment by R. L. Adams and provide additional employment opportunities to the area.

Discussion:

R.L. Adams has been operating in the City of Wyoming for 36 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	5955 Cross Roads Commerce Parkway SW Wyoming, MI 49519
Personal Property:	\$ 0.00
Real Property:	\$2,506,038.00
Estimated Jobs:	5 new jobs 37 retained jobs
Starting date of project:	June 2014

R.L. Adams Plastics, Inc. is requesting this abatement to assist in adding a 100,000 sq. ft. warehouse and connecting tunnel to support its existing operations. This facility will have four

(4) new loading docks and will house finished goods and raw materials. This project will allow for an improved work area in the primary manufacturing facility, increased ability to store raw materials and finished products and will require an additional 5 positions to support its operations.

**Budget Impact:**

The estimated first year tax savings for R. L. Adams Plastics, Inc., which is located in the Wyoming Public School District, is \$31,480.91.

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

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

**WHEREAS:**

1. The City of Wyoming and AAAWM have an established contract (Ref: Resolution #24599) to provide older adult transportation support services with state and federal funding for a period ending September 30, 2014.
2. Due to high program demand, the City of Wyoming had applied to amend the service contract effective October 1, 2013 through September 30, 2014, requesting an increase of funds of \$2,000.
3. On April 28, 2014, the Board of Directors of AAAWM voted to award the City of Wyoming the additional \$2,000 resulting in an amended contract amount of \$13,133 to provide transportation services for older adults.

**NOW THEREFORE BE IT RESOLVED:**

1. The City of Wyoming recognizes the total awarded grant amount of \$13,133 and authorizes the Mayor and City Clerk to enter into a contract amendment to provide services by accepting such funding from the AAAWM
2. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

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

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

Attachment: Contract Amendment, Budget Amendment

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





Celebrating  
*40 years*  
1974 - 2014

*The Source for Seniors*

**EXECUTIVE COMMITTEE**

**CHAIRPERSON**

*Eleanor Nielsen*

**VICE CHAIRPERSON**

*Al Page*

**SECRETARY**

*Marilyn Burns*

**TREASURER**

*Art Adleman*

**MEMBER-AT-LARGE**

*Marilyn Snell*

**REPRESENTATIVE OF**

**ADVISORY COUNCIL**

*Robert Sundholm*

**EXECUTIVE DIRECTOR**

*Thomas E. Czerwinski*

**BOARD OF DIRECTORS**

**ALLEGAN COUNTY**

*Com. Don Black*

*Eleanor Nielsen*

**IONIA COUNTY**

*Com. Larry Tiejema*

**KENT COUNTY**

*Com. Carol Hennessy*

*Al Page*

**LAKE COUNTY**

*Com. Colleen Carrington-Atkins*

*Marilyn Burns*

**MASON COUNTY**

*Com. Bill Carpenter*

*Patsy Hagerman*

**MECOSTA COUNTY**

*Com. Bill Routley*

*Art Adleman*

**MONTCALM COUNTY**

*Com. John Johansen*

*Ralph Harrington*

**NEWAYGO COUNTY**

*Com. Philip Deur*

*Marilyn Snell*

**OSCEOLA COUNTY**

*Com. Larry Emig*

*Richard Karns*

**CITY OF GRAND RAPIDS**

*Com. Elias Lumpkins*

*Esther Van Hammen*

April 30, 2014

Rebecca L. Rynbrandt  
Director of Community Services  
City of Wyoming  
P.O. Box 905  
1155 – 28<sup>th</sup> St. SW  
Wyoming, MI 49509

Dear Rebecca:

On April 28, 2014, the AAAWM Board of Directors met and considered the funding recommendations of the AAAWM Executive Board. The Board of Directors approved a change in the funding for the City of Wyoming to reflect an increase of \$2,000 for your FY 2014 Transportation service.

We look forward to continuing to work with your organization in providing services to older adults in the region.

Sincerely,

Thomas Czerwinski  
Executive Director

3215 EAGLECREST DR NE  
GRAND RAPIDS, MI  
49525-7005  
Ph: 616.456.5664  
Ex: 616.456.5692  
1.888.456.5664  
www.aaawm.org

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

The Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan nonprofit corporation, and City of Wyoming (Service Provider), a Michigan municipality, entered into Contract numbered 51.98 in which the Service Provider undertook to provide certain services with state and federal funding for the three year period ending September 30, 2016. The parties now agree to amend the provisions of that contract.

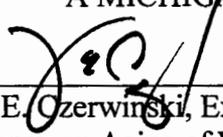
AGREEMENT OF PARTIES

As of April 28, 2014, AAAWM and the Service Provider agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2013 through September 30, 2014 as provided in the Contract of October 1, 2013, shall not exceed **\$13,133.00 (Thirteen thousand one hundred thirty-three and 00/100 dollars)**.
2. Service Provider is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Provider agrees to provide as Local Match, for the budget period October 1, 2013 through September 30, 2014, as specified in the Contract of October 1, 2013, shall be not less than **\$1,459.00 (One thousand four hundred fifty-nine and 00/100 dollars)**.
4. That Service Budget (Attachment 1-A) is deleted and Service Budget (Attachment 1-A) dated April 29, 2014 is added.
5. That Older Americans Act Funding Distribution (II) is deleted and Older Americans Act Funding Distribution (II) dated April 28, 2014 is added.
6. Federal Regulations. Service Provider will comply with federal regulation 2 CFR Part 180 and certifies to the best of its knowledge and belief that its employees:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 13(b);  
and

- (d) Have not within a 3-year period preceding this agreement had one or more public transaction (federal, state or local) terminated for cause or default.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.  
A MICHIGAN NONPROFIT CORPORATION

By:  5-29-14  
Thomas E. Ozerwinski, Executive Director Date  
Area Agency on Aging of Western Michigan

By: \_\_\_\_\_ Date \_\_\_\_\_  
Person Authorized to Sign for Service Provider  
Name: Jack A. Poll  
Title: Mayor

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

*Approved*  
*Jack Shute*  
*City Attorney*



**Attachment II  
Contract No. 51.98**

**Area Agency on Aging of Western Michigan  
Older American Act Funding Distribution  
October 1, 2013 – September 30, 2014**

**Funding as of: April 28, 2014**

**City of Wyoming**

<b><u>Service</u></b>	<b><u>Source</u></b>	<b><u>CFDA Number</u></b>	<b><u>Award</u></b>
<b>Transportation</b>	<b>IIIB</b>	<b>93.044</b>	<b>\$13,133</b>

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

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

WHEREAS:

1. The tax foreclosed property located at 2108 Godfrey Ave SW, PPN 41-17-11-203-017-2 has deteriorated in physical and economic condition, which necessitates acquisition, renovation and development to maintain property values; and
2. Non-profit housing developer Next Step of West Michigan has requested the City of Wyoming acquire this property 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 \$8,837.75, 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 June 16, 2014.

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

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

## STAFF REPORT

Date: June 3, 2014

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

From: Rebecca Rynbrandt, Director of Community Services

Cc: Scott Jonkhoff, Next Step of West Michigan

Meeting Date: June 9, 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 2108 Godfrey Ave SW.
2. Approve development agreement with Next Step of West Michigan to transfer acquired property for the purposes of for neighborhood improvement and blight remediation.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The subject property 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 Next Step 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 –Next Step will invest private and public philanthropic and grant resources to renovate salvageable homes, and, where appropriate, to build new, 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:

The City of Wyoming has been approached by Next Step 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 stabilization, 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. Of properties requested, one was determined to be eligible for Council consideration:

**Property 2108 Godfrey Ave SW** is vacant, and within the last five years has 7 code complaints on record, and the police department has reported 2 calls at this location. Total amount due to Kent County for acquisition: \$8,837.75.



#### 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 \$8,837.75, all costs shall be reimbursed.

ATTACHMENTS: Draft Nonprofit Developer Agreement

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

RESOLUTION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH NEXT STEP  
OF WEST MICHIGAN FOR THE TRANSFER OF PROPERTY

WHEREAS:

1. The tax foreclosed property located at 2108 Godfrey Ave SW, PPN 41-17-11-203-017, 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 Next Step of West Michigan, 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 Next Step of West Michigan for the transfer of property at 2108 Godfrey Ave SW, PPN 41-17-11-203-017, 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 2108 Godfrey Ave SW, PPN 41-17-11-203-017 to Next Step of West Michigan for the total amount of \$8,837.75 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 June 16, 2014.

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 Next Step of West Michigan, a Michigan Non-Profit Corporation, 906 S Division, Grand Rapids, MI 49507, 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 rehabilitation of the Property within eighteen (18) 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: \_\_\_\_\_  
Jack A. Poll, Mayor

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

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 Jack R. Poll, Mayor of the City of



**EXHIBIT A**

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

Name of Organization: Next Step of West Michigan

Address: 906 S Division Ave, Grand Rapids, MI 49507

Name of Staff Responsible for Request: Scott Jonkhoff Title: Executive Director

Phone: 616 334 6421

Email: scott@nextstep-wm.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>
411711203017	2108	Godfrey Ave SW	\$8,837.75

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.

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

Name, Title

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A  
COOPERATIVE 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTER AGREEMENT  
WITH WYOMING PUBLIC SCHOOLS (Cohorts G, H, I-1, and I-2)

WHEREAS:

1. The City desires to partner with Wyoming Public Schools to provide after-school programming for community youth.
2. It is recommended City Council authorize the Mayor and City Clerk to enter into agreements with Wyoming Public Schools from July 1, 2014 through June 30, 2015, to provide after-school programming at Kelloggsville Middle, Lee Middle, and Godwin Middle (Cohort G), Wyoming Junior High and Wyoming Intermediate (Cohort H), Parkview Elementary, Oriole Park Elementary, North Godwin Elementary, Lee Early Childhood Center, and West Kelloggsville Elementary (Cohort I-1), West Elementary, Gladiola Elementary, West Godwin Elementary, Godfrey Elementary, and Southeast Kelloggsville Elementary (Cohort I-2).
3. All 21<sup>st</sup> Century Community Learning Center Grants (received by Wyoming Public Schools) cover all direct costs to the City with no matching funds required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into an Agreement with Wyoming Public Schools from July 1, 2014 through June 30, 2015 to provide after-school programming.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

ATTACHMENTS:  
Agreements

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

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

## STAFF REPORT

Date: June 2, 2014

Subject: Wyoming Public Schools 21<sup>st</sup> Century Learning Center Grant (Cohort G, H, I-1, I-2)

From: Rebecca Rynbrandt, Director of Community Services

Cc: Eric Tomkins, Recreation Supervisor  
Dr. Tom Reeder, Superintendent, Wyoming Public Schools

Meeting Date: June 16, 2014

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### RECOMMENDATION:

It is recommended that the City Council approve agreements (4) with the Wyoming Public School District allowing for the partnership of implementing and managing 15 T.E.A.M. 21 after-school program within Wyoming Public Schools, Godfrey Lee Public Schools, Godwin Heights Public Schools, and Kelloggsville Public Schools districts.

### SUSTAINABILITY CRITERIA:

Environmental Quality – T.E.A.M. 21 provides a safe, structured and nurturing environment for participating youth.

Social Equity – T.E.A.M. 21 is an opportunity for students determined to be at the highest risk academically, to learn positive life-enhancing academic, physical activity and positive socialization skills during out-of-school time.

Economic Strength – Developing a higher percentage of students who can perform well academically and demonstrate better physical fitness and socialization abilities, allows for school districts to meet the required state and federal standards related to education. This not only leads to more students being able to pursue higher education opportunities, but it also is well documented that strong school districts are important to the economic viability of a community.

### DISCUSSION:

Multiple grants fund the T.E.A.M 21 program and are authorized within five (5) year funding cycles. While a collaborative program between multiple school districts and the City of Wyoming, the Wyoming Public School District is the grant awardee of record with the State of Michigan and acts as the fiduciary for fund distribution across all partners.

For the purpose of audit and grant records, individual agreements are required for each Cohort (grant) agreement. The following illustrates the number of years remaining on 5 year funding

cycle for a particular grant/Cohort beginning July 1, 2014, followed by the schools and district impacted:

<u>Cohort Grant</u>	<u>Years</u>	<u>Locations</u>
G	3	Wyoming Junior High School (Wyoming) Wyoming Intermediate School (Wyoming)
H	2	Lee Middle School (Godfrey-Lee) Godwin Middle School (Godwin Heights) Kelloggsville Middle School (Kelloggsville)
I-1	1	Parkview Elementary (Wyoming) Oriole Park Elementary (Wyoming) North Godwin Elementary (Godwin Heights) Godfrey-Lee Early Childhood Center (Godfrey-Lee) West Kelloggsville Elementary (Kelloggsville)
I-2	1	West Elementary (Wyoming) Gladiola Elementary (Wyoming) West Godwin Elementary (Godwin Heights) Godfrey Elementary (Godfrey-Lee) Southeast Kelloggsville Elementary (Kelloggsville)

It should be noted that T.E.A.M 21 sites are increasing from 7 to 15 as a result of new grant funding. Parkview Elementary and West Elementary were in their last year of a five-year grant cycle (Cohort F); however with I-1 and I-2 funding will continue for an additional 5 years.

**BUDGET IMPACT:**

Budget amendments will be processed by the Finance Director and presented to City Council for approval after July 1, 2014. The FY 2014-2015 budget can not be amended until it is active, per Tim Smith. The agreements ensure that City of Wyoming cash expenses related to the operation of T.E.A.M. 21 are fully reimbursed by the Wyoming Public School District.

The affected account numbers are:

- Cohort G Grant: 208-752-761.08 – 706, 707, 715, 718, 719, 721, 740, 910 and 956
- Cohort H Grant: 208-752-761.09 – 706, 707, 715, 718, 719, 721, 740, 910 and 956
- Cohort I-1 Grant: 208-752-761.10 – 706, 707, 715, 718, 719, 721, 740, 910 and 956
- Cohort I-2 Grant: 208-752-761.11 - 706, 707, 715, 718, 719, 721, 740, 910 and 956

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY LEARNING CENTER AGREEMENT (Cohort G)  
JULY 1, 2014 to JUNE 30, 2015**

This Cooperative 21st Century Community Learning Center Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Wyoming Junior High School and Wyoming Intermediate School. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21<sup>st</sup> Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$7,560.00
Salaries – Temporary	\$157,540.00
FICA	\$12,630.00
Hospitalization Insurance	\$3,270.00
Life Insurance	\$10.00
Pension	\$2,560.00
Workers Comp. Insurance	\$4,130.00
CIP & Longevity	\$0.00
Unemployment	\$0.00
Operating Supplies	\$4,000.00
Travel & Training	\$0.00
Liability Insurance	\$2,760.00
Other Services	\$1,700.00
Total	\$196,160.00

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming's Grant Coordinator has direct oversight of the 21<sup>st</sup> Century Grant. Wyoming's Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statues of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

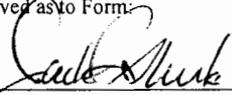
WYOMING PUBLIC SCHOOLS

\_\_\_\_\_  
Jack A. Poll  
Its Mayor

\_\_\_\_\_  
Dr. Thomas Reeder  
Its Superintendent

\_\_\_\_\_  
Heidi A. Isakson  
Its City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Jack R. Sluiter  
City Attorney

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY LEARNING CENTER AGREEMENT (Cohort H)  
JULY 1, 2014 to JUNE 30, 2015**

This Cooperative 21st Century Community Learning Center Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Godfrey-Lee Middle School, Godwin Heights Middle School, and Kelloggsville Middle School. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21<sup>st</sup> Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$10,800.00
Salaries – Temporary	\$234,980.00
FICA	\$18,810.00
Hospitalization Insurance	\$4,670.00
Life Insurance	\$20.00
Pension	\$3,660.00
Workers Comp. Insurance	\$6,150.00
CIP & Longevity	\$0.00
Unemployment	\$0.00
Operating Supplies	\$6,000.00
Travel & Training	\$0.00
Liability Insurance	\$4,110.00
Other Services	\$2,550.00
Total	\$291,750.00

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming's Grant Coordinator has direct oversight of the 21<sup>st</sup> Century Grant. Wyoming's Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statues of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

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Jack A. Poll  
Its Mayor

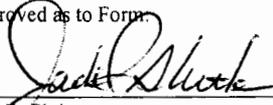
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Dr. Thomas Reeder  
Its Superintendent

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Heidi A. Isakson  
Its City Clerk

Approved as to Form:



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Jack R. Sluiter  
City Attorney

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY LEARNING CENTER AGREEMENT (Cohort I-1)  
JULY 1, 2014 to JUNE 30, 2015**

This Cooperative 21st Century Community Learning Center Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Parkview Elementary, Oriole Park Elementary, North Godwin Elementary, Godfrey-Lee Early Childhood Center, and West Kelloggsville Elementary. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
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8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21<sup>st</sup> Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$17,820.00
Salaries – Temporary	\$391,610.00
FICA	\$31,330.00
Hospitalization Insurance	\$7,710.00
Life Insurance	\$30.00
Pension	\$6,020.00
Workers Comp. Insurance	\$10,240.00
CIP & Longevity	\$0.00
Unemployment	\$0.00
Operating Supplies	\$10,000.00
Travel & Training	\$0.00
Liability Insurance	\$6,840.00
Other Services	\$4,250.00
Total	\$485,850.00

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming's Grant Coordinator has direct oversight of the 21<sup>st</sup> Century Grant. Wyoming's Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

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CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

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Jack A. Poll  
Its Mayor

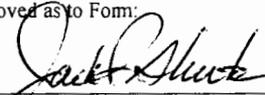
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Dr. Thomas Reeder  
Its Superintendent

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Heidi A. Isakson  
Its City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Jack R. Sluiter  
City Attorney

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY LEARNING CENTER AGREEMENT (Cohort I-2)  
JULY 1, 2014 to JUNE 30, 2015**

This Cooperative 21st Century Community Learning Center Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at West Elementary, Gladiola Elementary, West Godwin Elementary, Godfrey Elementary, and Southeast Kelloggsville Elementary. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
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Workers Comp. Insurance	\$10,240.00
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Unemployment	\$0.00
Operating Supplies	\$10,000.00
Travel & Training	\$0.00
Liability Insurance	\$6,840.00
Other Services	\$4,250.00
Total	\$485,850.00

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CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

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Jack A. Poll  
Its Mayor

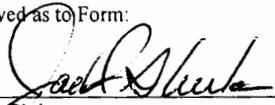
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Dr. Thomas Reeder  
Its Superintendent

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Heidi A. Isakson  
Its City Clerk

Approved as to Form:

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Jack B. Shuter  
City Attorney

06/16/2014  
RR/KL

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

RESOLUTION TO AUTHORIZE A CONTRACT FOR  
SPECIFIC HOME REPAIR SERVICES

WHEREAS:

1. The 2014/2015 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents.
2. Two programs will be administered by Home Repair Services of Kent County, namely a Minor Home Repair program and an Access Modification Program for persons with disabilities.
3. WHEREAS, funds shall be available for the activity under Account # 256-400-69215-956.085.

NOW THEREFORE BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Home Repair Services of Kent County for an amount not to exceed \$60,000.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes

No

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

ATTACHMENTS:

Agreement

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HEIDI A. ISAKSON  
Wyoming City Clerk

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

## STAFF REPORT

Date: June 16, 2014

Subject: Home Repair Services Contract – CDBG Funding 2014-2015

From: Rebecca Rynbrandt, Director of Community Services

Cc: David Jacobs, Home Repair Services

Meeting Date: June 2, 2014

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### RECOMMENDATION:

As recommended by the citizen appointed Community Development Committee and affirmed during the FY 2014-15 budget review and acceptance process of the City Council, the budget of which included a grant award to Home Repair Services, Inc. through the Community Development Block Grant restricted funds, it is recommended the City Council now therefore enter into the attached contract with Home Repair Services.

### SUSTAINABILITY CRITERIA:

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

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

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

### DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2014 through June 30, 2015 on Monday, April 7, 2014. Included within the plan is to provide support for specific home repair services for moderate to low income Wyoming residents. To this end, we are proposing a renewal of our agreement with area non-profit Home Repair Services, Inc.

This year's agreement includes two programs, namely Minor Home Repair and Access Modification program for persons with disabilities.

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

**BUDGET IMPACT:**

The contract is in the amount (not to exceed) \$60,000.00, distributed as follows: Minor Home Repair - \$40,000.00 and Access Modification - \$20,000.00. Sufficient funds are available in the activity account #256-400-69215-956.085.

**CONTRACT BETWEEN  
THE CITY OF WYOMING  
AND  
HOME REPAIR SERVICES OF KENT COUNTY, INC.  
JULY 1, 2014 THROUGH JUNE 30, 2015**

THIS CONTRACT, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, effective from July 1, 2014 through June 30, 2015 and by and between the **City of Wyoming**, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, through its Community Development Section of the Planning and Development Department, hereinafter called the "City", and **Home Repair Services of Kent County, Inc.**, a non-profit corporation organized and existing under the laws of the State of Michigan, hereinafter called the "Contractor".

WITNESSETH THAT:

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

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

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

**SECTION 1 - PROGRAM OBJECTIVES:**

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

**SECTION 2 - GENERAL PROVISIONS FOR REPAIR PROGRAMS:  
(Minor Home Repair and Access Modification)**

1. The Contractor shall accept all requests from eligible persons desiring home repair assistance. The Contractor shall investigate the nature of the emergency assistance

desired and needed, shall take an application for said assistance, or place the request on a waiting list. When demand for Minor Home Repair and Access Modification Program exceeds the Contractor's ability to supply the service, the Contractor shall maintain a waiting list for services. When the annual maximum has been reached for a location, the client's name may be placed on a waiting list for the next Contract year.

2. Priority for the provision of these Contract services shall be given to especially vulnerable applicants and especially serious health or safety repairs, i.e. the worst situations and/or cases shall be served first.
3. A client co-payment policy shall continue ensuring that a fee is charged to clients for Minor Home Repair and Access Modification Program. The co-payment policy may be amended by the Contractor's Board of Directors upon approval by the City.
4. If the Contractor should encounter critically needed repairs that would exceed the annual limits of the Minor Home Repair Program, those situations shall be referred to other repair/rehab programs including, but not limited to, other programs operated by the Contractor and/or the City, and the inspection reports and cost analysis information developed by the Minor Home Repair Program shall be provided to those programs. Also, in those instances where the Contractor shall encounter conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, the Contractor is authorized to contact a licensed subcontractor to provide the small emergency home repair, provided total costs do not exceed the annual maximum per location established in this Contract.
5. The Contractor or its designee shall verify the eligibility of applicants using the criteria set forth in this agreement. The income guidelines for Minor Repair and Access Modification programs shall be 50% of area median income (AMI) as calculated by the Federal Government, or up to 80% AMI upon discretion of the Contractor's Executive Director.
6. The Contractor shall be properly licensed to provide the services required by this Contract. The Contractor and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Contractor agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Contractor's area of Contract activities.
8. The Contractor shall maintain insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils, subject to City approval.
9. The Contractor may provide up to 22 hours of on-the-job training in these Repair Programs for its employees. These hours will not be charged against a homeowner's annual maximum.

### SECTION 3 - MINOR HOME REPAIR PROGRAM:

1. The Contractor shall provide minor repair services, including labor and materials of subcontracted repairs, to a minimum of 60 homes of low/moderate income homeowners. Minor Home Repairs are defined as tasks promoting the health, safety and economical utility consumption and protection of property including appurtenant structures of the residents of homes that are otherwise habitable. The Contractor shall make the minimal necessary repair(s) to correct the problem. Home improvement does not meet this definition and decoration is not permitted. Attention should be paid, however, to aesthetic acceptability of the finished repair. Options regarding cost and appearance should be reviewed with the homeowner to assure client satisfaction. These repairs undertaken by Home Repair Services will not necessarily bring the condition of a dwelling up to building or housing code standards. The maximum amount paid by the City for Minor Home Repair Program services under this Contract shall be \$40,000.00 except as revised by Sections 13, 14, and 15.
2. The Contractor shall service the homes of eligible owner-occupants up to a maximum of \$1,500.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of the Contractor's Executive Director, providing funds are available.
3. Those labor costs which shall be applied toward the dollar limit per location shall include only time at the work site, coffee breaks, traveling to and from the job site, in the shop, buying materials and filling out the appropriate paperwork. The unit of service for this Contract shall be the "service hour" which is defined as all of the above plus site inspections and on-the-job training.
4. The Contractor shall review with each homeowner receiving service which Minor Home Repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
5. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.
6. The Contractor shall not provide services to mobile homes unless the home is on property owned by the occupant and permanently affixed to the property.

### SECTION 4 - ACCESS MODIFICATION PROGRAM:

1. This program will improve the homes of persons with significant mobility impairments to improve the accessibility of those houses. This may include but not be restricted to: a ramp, doorway widening, hand rails, bathroom grab bars, etc. Recipients must have received an Access Modification Survey conducted by a qualified organization

approved by the City and only improvements listed on that survey shall be provided. The Access Modifications limit per location is \$3,000.00. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by the Contractor's Executive Director in accordance with the Contractor's rules governing such situations. The maximum amount paid by the City for the Access Modification Program services under this Contract shall not exceed \$20,000.00, except as revised by Sections 13, 14, and 15.

2. The Contractor shall review with each participant receiving service which modifications are to be performed and confirm the participant's choice to proceed with the program prior to beginning the modifications and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
3. The Contractor shall provide labor and subcontracted work for access modifications to be spread among at least 4 households.
4. This program will be available both to rental units as well as owner occupied units. In the case of rental units the landlord must give permission in writing to make the modifications and agree not to remove them if the disabled tenant moves out.
5. Only those access modifications that are physically attached to the structure will be provided by this program.
6. Wheel chair ramps or other exterior modifications may be provided anywhere in the City of Wyoming, but shall not be constructed on a home 50 or more years old without approval of the State of Michigan Historic Preservation Office.
7. This service will not be available to housing units required to be accessible or adaptable under the Fair Housing Act.
8. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.

#### SECTION 5 – WARRANTY/APPEAL:

1. Contractor Minor Home Repair and Accessibility Modifications files shall include invoices and payments made with a work list of tasks, materials and costs for the hours and the number of person-hours involved for each location. Any homeowner desiring a detailed report of labor and/or materials for a particular job shall be provided with this itemization upon request. Each case record shall show an approval by the homeowner with a dated signature showing receipt of work completed without waiving Contractor liability. Further requirements may be introduced to facilitate quality control site visits.

2. The Contractor agrees to provide in writing to each Minor Home Repair/Accessibility Modifications recipient a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. The opening of plugged drains, roof repair, and patching concrete steps are specifically excluded from the warranty. The Contractor shall submit an annual report to the City identifying warranty repairs for each of the programs.

#### SECTION 6 - LOSS OF CLIENT ELIGIBILITY:

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

#### SECTION 7 - HOUSES FOR SALE/RENTAL UNITS:

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

#### SECTION 8 - OVERRUNS:

It is acknowledged that the Contractor has a limited ability to pay for unanticipated costs. The dollar limit per location for repairs is established to help the Contractor and the homeowner avoid extensive work which could reduce the total number of households to

be assisted. The Contractor shall submit an annual report detailing the overruns of the Minor Home Repair and Access Modification Program.

#### SECTION 9 - RECORDS:

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

#### SECTION 10 - REPORTS AND INFORMATION:

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

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



CDFA Program Title – Community Development Block Grants/Entitlement Grants

CDFA Number – 14.218

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

Type of Assistance – A-Formula Grants

Award Year – 2014/2015

Project – Rehabilitation-Home Repair Services

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

Project Funding - \$60,000.00

#### SECTION 11 - HUD SECTION "3" PROVISION OF TRAINING AND EMPLOYMENT OF LOW AND VERY LOW INCOME PERSONS:

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

applications for each of the positions; and the anticipated date the work shall begin.

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

SECTION 12 - TIME OF PERFORMANCE:

1. On July 1, 2014, the Contractor shall commence performance of the services and activities required under this Contract.
2. The Contractor shall continue to perform such services and activities until the expiration of this Contract on June 30, 2015, unless otherwise terminated pursuant to the terms of this Contract.

SECTION 13 - COMPENSATION AND METHOD OF PAYMENT:

1. As full compensation for the Contractor's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Contractor an amount up to Sixty Thousand and 00/100 dollars (\$60,000.00) from the City's Community Development Block Grant funds for the programs listed below.

* Minor Home Repair	\$40,000.00
* Access Modification Program	\$20,000.00
	<hr/>
	\$60,000.00

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

2. It is expressly understood by and between the City and the Contractor that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Contractor pursuant to this Contract, exceed the maximum sum of

Sixty Thousand and no/100 dollars (\$60,000.00) from the City's Community Development Block Grant funds.

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

#### SECTION 14 - CONTINUED FUNDING:

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 31.

#### SECTION 15 - FINANCE PROCEDURES:

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

#### SECTION 16 - DONATION AND FEES:

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

#### SECTION 17 - CONTRACT MODIFICATIONS:

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

## SECTION 18 - CONTRACTOR'S FAILURE OF PERFORMANCE:

The failure of the Contractor to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.

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

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

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

#### SECTION 19 - AUDITS AND INSPECTIONS:

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

#### SECTION 20 - CONFLICT OF INTEREST:

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

**SECTION 21 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:**

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

**SECTION 22 - LOBBYING AND POLITICAL ACTIVITIES:**

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

**SECTION 23 - "SAVE HARMLESS" CLAUSE:**

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

**SECTION 24 - CIVIL RIGHTS:**

1. The Contractor agrees that it will not discriminate as to provision of services pursuant to this Contract based on race, color, religion, national origin, age, sex, height, weight, handicap, source of income, familial status or marital status.

2. The Contractor agrees that it will not discriminate as to hiring or terms or conditions of employment based on race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
4. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

#### SECTION 25 - COMPLIANCE WITH THE LAW:

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

#### SECTION 26 - SEVERABILITY OF PROVISIONS:

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

#### SECTION 27 - WAIVER:

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that

contractual requirement thereafter nor of the City's right of action for the breach of that term.

#### SECTION 28 - DISCLOSURE OF CONFIDENTIAL MATERIAL:

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

#### SECTION 29 - CITY DEPARTMENT OR OFFICE:

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

#### SECTION 30 – FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS:

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

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

#### SECTION 31 - TERMINATION AT CITY'S ELECTION:

The City may, upon thirty (30) days written notice to the Contractor, terminate this

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

SECTION 32 – REVERSION OF ASSETS:

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

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

Witness:

CITY OF WYOMING,  
a Michigan municipal corporation

\_\_\_\_\_

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

\_\_\_\_\_

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

HOME REPAIR SERVICES OF KENT COUNTY,  
INC.

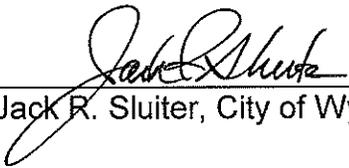
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By: \_\_\_\_\_ Date  
Darin Estep, Chairperson

\_\_\_\_\_

By: \_\_\_\_\_ Date  
David Jacobs, Executive Director

Approved as to form:

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

**CITY OF WYOMING  
CONTRACTOR INSURANCE REQUIREMENTS**

**Requirements:**

Contractors shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance
<b>1. Commercial General Liability</b> Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence  <u>Property Damage</u> - \$1,000,000 per occurrence
<b>2. Business Auto Liability</b> to include coverage for: a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
<b>3. Worker's Compensation</b> d) Employers' Liability	<u>Statutory Limits</u> \$500,000 per occurrence
<b>4. Excess/Umbrella Coverage</b>	See bid specification requirements
<b>5. Contract Bonds</b> a) Bid b) Performance c) Payment d) Maintenance	See bid specification requirements
<b>6. Owners Contractors Protective</b>	As specified for individual project specifications
<b>7. Commercial General Liability and Motor Vehicle Liability</b> , as described above, shall include an endorsement stating that the following shall be Additional Insured's: The City of Wyoming, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Wyoming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wyoming may have in effect shall be considered secondary and/or excess.  Your insurance company requires the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question.	
<b>8. Cancellation Notice:</b> Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Wyoming, Purchasing Department, 1155 – 28 <sup>th</sup> Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905."	

**ALL SUBCONTRACTORS MUST COMPLY WITH THE ABOVE REQUIREMENTS.**

Questions regarding required insurance should be directed to the City of Wyoming's Administrative Offices, at 616-530-3173.

In addition, this form must be signed and mailed, with the insurance forms, to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City of Wyoming.

**AGREEMENT:**

I agree to provide the above-described insurance coverage to the City of Wyoming. I also agree to provide the City with evidence of insurance coverage on any and all subcontractors performing work on projects.

Company \_\_\_\_\_ Vendor # (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE**

Return to:

Community Development Department  
City of Wyoming  
1155 – 28<sup>th</sup> Street, SW  
Wyoming, MI 49509



**City of Wyoming  
INDEMNIFICATION AGREEMENT**

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, employees and all parties involved, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, employees, subcontractors, licensees, invitees, and all parties involved.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, subcontractors, licensees, invitees and all parties involved, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, employees, subcontractors, licensees, invitees, and all parties involved associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

**INDEPENDENT CONTRACTOR**

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

\_\_\_\_\_  
COMPANY NAME TITLE

\_\_\_\_\_  
SIGNATURE DATE



Return to:  
  
Community Development Department  
City of Wyoming  
1155 - 28<sup>th</sup> St SW  
Wyoming, MI 49509

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

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

WHEREAS:

1. Resolution 24791, dated May 19, 2014, was adopted by the Wyoming City Council, approving an Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union.
2. The City Manager recommends the City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming Administrative and Supervisory Employees Association to add and delete classifications as shown in the attached memorandum.
3. This amendment shall be effective June 17, 2014.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 16, 2014.

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

ATTACHMENT:        Memorandum of Understanding

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

**MEMORANDUM OF UNDERSTANDING**

**RE: Fleet Services Position Amendments**

The City of Wyoming ("Employer") and the Wyoming Administrative and Supervisory Association ("Association") agree to modify their collective bargaining agreement as follows:

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

Fleet Services Supervisor                      A28

3. The classification of Motor Pool Supervisor shall be closed to new applicants and will be deleted at which point the position becomes vacant.
4. The above change to the Classification and Salary Schedule are subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING ADMINISTRATIVE AND  
SUPERVISORY ASSOCIATION

By: \_\_\_\_\_  
Its: City Manager

By: W. [Signature]  
Its: President

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

Date: 5/19/14

## MEMO

To: Curtis L. Holt, City Manager  
Cc: Kim Oostindie, Director of Human Resources  
From: William D. Dooley, Director of Public Works  
Date: June 9, 2014  
Re: Motor Pool Classification and Job Description Changes

As you are aware, we have been in discussions to revise and retitle the classifications within the Motor Pool/Fleet Services area of Public Works. This comes following a recent retirement and the desire to improve opportunities for succession planning, to modernize terminology and to more accurately reflect the skills and training required for these positions. These changes will require an amendment to the Classification and Salary Schedules for the Wyoming Administrative and Supervisory Association and the Wyoming City Employees Union Classification and Salary Schedule. We request this be placed on the June 9, 2014 City Council work session agenda, with subsequent consideration occurring on June 16, 2014.

This recommendation includes a change in the classification titles of Automotive Mechanic I, Automotive Mechanic II and Motor Pool Supervisor to Fleet Services Utility Technician, Fleet Services Senior Technician and Fleet Services Supervisor. Job description changes are proposed with these title changes. In addition, the Fleet Services Apprentice position has been created through this process. The apprentice role is similar to the Maintenance Helper position with a focus on the skills and training necessary for Motor Pool/Fleet Services operations. At a later date, after we have worked out job description changes, we will recommend a change in the classification title of Automotive Mechanic III to Fleet Services Master Technician.

Currently, Automotive Mechanic I and Automotive Mechanic III are vacant and it is recommended they be deleted from the Classification Schedule – Auto Mechanic I right away and Auto Mechanic III at a later date. The Automotive Mechanic II and Motor Pool Supervisor positions are filled and while they will remain on the schedule, they will be closed to new applicants. Once these positions are vacant, they too will be removed from the schedule. Upon Council approval, all existing Motor Pool employees will retain their current classification. Employees who have the necessary training and experience will have the opportunity for reclassification and/or promotion into the new classifications as budget and position openings allow. Once these changes are implemented, Motor Pool will then be referred to as Fleet Services.

A salary survey was completed in conjunction with this classification and job description review. A review of wage data from the Michigan Municipal League, The Employers Association, private industry, comparable communities and internal comparables supports wages be established as follows:

	Hourly		Annual	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
G21 Fleet Services Apprentice	\$15.64	\$19.16	\$30,905	\$37,860
G29 Fleet Services Utility Technician	\$16.90	\$20.91	\$33,394	\$41,318
G41 Fleet Services Senior Technician	\$19.16	\$23.79	\$37,860	\$47,009
G49 Fleet Services Master Technician	\$20.91	\$25.90	\$41,318	\$51,178
A28 Fleet Services Supervisor	\$29.69	\$37.59	\$61,755	\$78,187

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

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

WHEREAS:

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

	<u>Hourly Wage</u>	
	<u>Minimum</u>	<u>Maximum</u>
G21 Fleet Services Apprentice	\$15.64	\$19.16

3. The City Manager further recommends the City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add and delete classifications as shown on the attached memorandum.
4. These amendments shall be effective June 17, 2014.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes

No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 16, 2014.

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

ATTACHMENT:        Memorandum of Understanding

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

**MEMORANDUM OF UNDERSTANDING**

**RE: Fleet Services Position Amendments**

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

1. The classification of Fleet Services Apprentice, Fleet Services Utility Technician and Fleet Services Senior Technician are added to the bargaining unit.
2. The classifications of Fleet Services Apprentice, Fleet Services Utility Technician and Fleet Services Senior Technician are placed in the following range of the Classification and Salary Schedule in effect for the bargaining unit employees:

Fleet Services Apprentice	Range G21
Fleet Services Utility Technician	Range G29
Fleet Services Senior Technician	Range G41

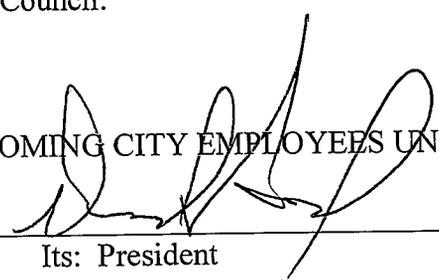
3. The classifications of Automotive Mechanic I and Automotive Mechanic II shall be closed to new applicants and will be deleted at which point the positions become vacant.
4. The classifications of above changes to the Classification and Salary Schedule are subject to approval by the Wyoming City Council.

CITY OF WYOMING

By: \_\_\_\_\_  
Its: City Manager

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

WYOMING CITY EMPLOYEES UNION

By:   
Its: President

Date: 6-5-2014

## MEMO

To: Curtis L. Holt, City Manager  
Cc: Kim Oostindie, Director of Human Resources  
From: William D. Dooley, Director of Public Works  
Date: June 9, 2014  
Re: Motor Pool Classification and Job Description Changes

As you are aware, we have been in discussions to revise and retitle the classifications within the Motor Pool/Fleet Services area of Public Works. This comes following a recent retirement and the desire to improve opportunities for succession planning, to modernize terminology and to more accurately reflect the skills and training required for these positions. These changes will require an amendment to the Classification and Salary Schedules for the Wyoming Administrative and Supervisory Association and the Wyoming City Employees Union Classification and Salary Schedule. We request this be placed on the June 9, 2014 City Council work session agenda, with subsequent consideration occurring on June 16, 2014.

This recommendation includes a change in the classification titles of Automotive Mechanic I, Automotive Mechanic II and Motor Pool Supervisor to Fleet Services Utility Technician, Fleet Services Senior Technician and Fleet Services Supervisor. Job description changes are proposed with these title changes. In addition, the Fleet Services Apprentice position has been created through this process. The apprentice role is similar to the Maintenance Helper position with a focus on the skills and training necessary for Motor Pool/Fleet Services operations. At a later date, after we have worked out job description changes, we will recommend a change in the classification title of Automotive Mechanic III to Fleet Services Master Technician.

Currently, Automotive Mechanic I and Automotive Mechanic III are vacant and it is recommended they be deleted from the Classification Schedule – Auto Mechanic I right away and Auto Mechanic III at a later date. The Automotive Mechanic II and Motor Pool Supervisor positions are filled and while they will remain on the schedule, they will be closed to new applicants. Once these positions are vacant, they too will be removed from the schedule. Upon Council approval, all existing Motor Pool employees will retain their current classification. Employees who have the necessary training and experience will have the opportunity for reclassification and/or promotion into the new classifications as budget and position openings allow. Once these changes are implemented, Motor Pool will then be referred to as Fleet Services.

A salary survey was completed in conjunction with this classification and job description review. A review of wage data from the Michigan Municipal League, The Employers Association, private industry, comparable communities and internal comparables supports wages be established as follows:

	Hourly		Annual	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
G21 Fleet Services Apprentice	\$15.64	\$19.16	\$30,905	\$37,860
G29 Fleet Services Utility Technician	\$16.90	\$20.91	\$33,394	\$41,318
G41 Fleet Services Senior Technician	\$19.16	\$23.79	\$37,860	\$47,009
G49 Fleet Services Master Technician	\$20.91	\$25.90	\$41,318	\$51,178
A28 Fleet Services Supervisor	\$29.69	\$37.59	\$61,755	\$78,187

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

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN  
EMPLOYMENT AGREEMENT WITH THE HUMAN RESOURCES SPECIALIST

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated an employment agreement with the Human Resources Specialist.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Human Resources Specialist.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

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

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

ATTACHMENTS:  
Employment Agreement

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

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

**CITY OF WYOMING**  
**EMPLOYMENT AGREEMENT**  
**HUMAN RESOURCES SPECIALIST**

THIS AGREEMENT between Kristen Marie Bosker, 1136 DenHertog S.W., Wyoming, Michigan 49509 (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28<sup>th</sup> Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

**1. TERM.** The City hereby employs the Employee as Human Resources Specialist of the City. This appointment shall be effective July 1, 2014. The Employee understands that as Human Resources Specialist she serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code and subject only to the provisions of Section 6 of this Agreement.

**2. PERFORMANCE.** The Employee agrees to perform the duties of Human Resources Specialist in a competent and professional manner. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to and be supervised by the City Manager.

**3. SERVICE DATE.** The Employee’s date of service with the City shall be April 23, 2012. The Employee shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

**4. COMPENSATION.** The Employee’s salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code. The salary shall be paid in accordance with City payroll procedures.

**5. BENEFITS.** The Employee shall be provided the same health insurance, health insurance opt-out, retirement, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to regular employees in the Administrative and Supervisory Association unless otherwise stated herein. The Human Resources Specialist shall be credited with a total of 104 hours of vacation for the 2014 calendar year. Benefits (including retirement) shall be based on a hire date of April 23, 2012. The Employee shall contribute 20% of the premium cost for health insurance. The health insurance premium shall be based on the premium recommended by the City's insurer or, if applicable, third-party administrator.

**6. TERMINATION.** This Agreement and the Employee's employment pursuant to it may be terminated as follows:

a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least thirty (30) days prior to its effective date. If the Employee fails to do so, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance or nonfeasance in the Employee's position; 3) engaged in criminal misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor

involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and

the City-owned personal property, records, documents and other items in the Employee's possession.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any reason, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Section.

**7. SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

**8. SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

**9. APPLICABLE LAW.** The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

**10. ASSIGNMENT.** Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other party.

**11. JURISDICTION AND VENUE.** To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in state court in Kent County, Michigan.

**12. BINDING.** This Agreement shall be binding upon the parties and their heirs, subrogates, successors and assigns.

**13. RETURN OF CITY PROPERTY.** The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employee.

**14. SHORTENED LIMITATIONS PERIOD.** The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

CITY OF WYOMING

Dated: \_\_\_\_\_

\_\_\_\_\_  
Curtis Holt  
City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kristen Marie Bosker  
Human Resources Specialist

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

RESOLUTION TO AUTHORIZE PAYMENT FOR  
DEMOLITION AND ASBESTOS REMOVAL SERVICES

WHEREAS:

1. As detailed on the attached Memorandum, bids were received for demolition of the structure located at 60 Maplelawn Street SW.
2. Pitsch Companies submitted the low bid in the amount of \$7,400 to complete the demolition.
3. During site preparation an asbestos survey was conducted by Analytical Testing and Consulting Services, Inc. at a cost of \$500.
4. As a result of the survey Pitsch Companies incurred an additional expense of \$1,750 to remove the asbestos from the site.

NOW, THEREFORE BE IT RESOLVED:

1. The City Council does hereby authorize payment for demolition and asbestos removal services of the structure located at 60 Maplelawn Street, SW in the amount of \$9,650.00

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

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

ATTACHMENTS:  
Memorandum

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

## Memorandum

---

**To:** Curtis Holt, City Manager  
**From:** James W. DeLange  
**cc:** Rebecca Rynbrandt, Director Community Service/Inspections  
**Date:** June 3, 2014  
**Re:** Purchase Order 2014-00000565

---

On December November 7, 2013, the City of Wyoming Housing Board of Appeals concurred with City staff that the condition of the house at 60 Maplawn St. SW constituted a health and safety issue, and the City solicited bids for demolition. The bid was awarded to the lowest bidder Pitsch Companies for the demolition of the structure at 60 Maplawn St. SW in the amount of \$7,400.

During site preparation, Pitsch inquired if the City had arranged for an Asbestos Survey in compliance with the State of Michigan. The City had not done so, and requested Pitsch to do so on the City's behalf. The survey was acquired from Analytical Testing and Consulting Services, Inc. at an additional expense of \$500, and Pitsch Companies paid this amount on the City's behalf.

As a result of the survey Pitsch Companies incurred an additional expense of \$1,750 to remove the Asbestos from the site as prescribed by the State of Michigan during demolition.

Because of the additional \$2,250 in expenses a change order is being requested as detailed in the attached memorandum from the Chief Building Official, now therefore

In conclusion, I am requesting authorization for a change order for the P.O. # 2014-00000565 on the contract with Pitsch Companies at a cost of \$2,250. This will bring the total value of the contract with Pitsch Companies to \$9,650. Per City ordinance, the property will be billed cost plus 50%, \$14,477 receivable as a tax lien.

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

RESOLUTION TO AUTHORIZE  
THE PURCHASE OF AMMUNITION

WHEREAS:

1. As detailed in the attached Staff Report, the Department of Public Safety purchases ammunition for duty purposes and firearms training.
2. It is recommended that the City Council authorize the purchase of the ammunition using the State of Michigan (MiDEAL) extended purchasing program.
3. Funds for the purchase of the ammunition are available in account number 101-305-31500-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of ammunition through the State of Michigan (MiDEAL) extended purchasing program.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of builders, and the bid opening procedures.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

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

ATTACHMENTS:  
Staff Report  
MiDEAL Webpage

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

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

## STAFF REPORT

**DATE:** May 29, 2014  
**SUBJECT:** Purchase of Ammunition  
**FROM:** Sgt. Brian Look

---

### **RECOMMENDATION:**

It is recommended that the City Council use the State of Michigan (MiDEAL) bid that has been extended thru 2015 for the purchase price for ammunition. It is further recommended that it be approved that the purchase of the ammunition be from the low bidders, Kiesler Police Supply Inc. and Vance Outdoor Inc. The only exemption would be if a particular company cannot fulfill our ammunition demands due to a shortage on ammunition. The ammunition will be used to equip officers for duty purposes as well as being needed for firearms training.

### **SUSTAINABILITY CRITERIA:**

Environmental Quality: Does not impact this criteria

Social Equity: Does not impact this area

Economic Strength: Recommend the use of the lowest bidder for financial reasons.

### **DISCUSSION:**

There were three companies that submitted bids for ammunition; Kiesler Police Supply, Michigan Police Equipment and Vance Outdoor Inc. Kiesler Police Supply is the only regional supplier for Federal ammunition, which is the manufacturer of Speer and CCI ammunition. This was awarded to them by ATK and thus no other company can distribute Speer ammunition for the State of Michigan. The Wyoming Department of Public Safety-Police Services utilizes the Federal/Speer brand ammunition as its duty ammunition.

Vance Outdoor Inc. was the lowest bid for both Hornady and Winchester brand for the requested ammunition and can be used for practice ammunition due to the cost savings of going with the low bid.

### **BUDGET IMPACT:**

Funds for the purchase of ammunition are budgeted in account number: 101-305-31500-740000. It is estimated that annual cost for the purchase of the ammunition will be approximately \$22,000.00.

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Contracts

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Law Enforcement Purchasing



**Ammunition**

**Ammunition**

Company: Michigan Police Equipment Company  
Contract #: 071B1300240  
Contract Expires: April 30, 2015

**Ammunition**

Company: Vance Outdoors, Inc.  
Contract #: 071B1300242  
Contract Expires: April 30, 2015

**Ammunition**

Company: Kiesler Police Supply, Inc.  
Contract #: 071B3200095  
Contract Expires: April 30, 2015

**Because of the sensitive subject matter, please contact the MiDEAL staff directly for copies of these contracts. For Info call 517-335-0230 or E-mail: [MiDeal@michigan.gov](mailto:MiDeal@michigan.gov)**

**Related Content**

- Water Security Exercises
- Breath Test Instruments, Supplies, Training and Maintenance
- Public Safety and Emergency Preparedness Equipment and Related Services
- Safety Products, Miscellaneous
- Fuses/Flares
- Defibrillators- Automated External (AED)
- Taser
- Video and Audio Surveillance Systems
- 2-Way Radio and Wireless Equipment
- Polygraph Testing Services
- Boots
- Speed Measurement Devices
- DNA Profile Analysis
- Fatigues

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

RESOLUTION TO ACCEPT A QUOTATION FROM  
COMMUNICATIONS SPECIALISTS, INC.  
FOR THE PURCHASE AND INSTALLATION  
OF A MICROWAVE WIRELESS BRIDGE

WHEREAS:

1. As detailed in the attached Staff Report, the Public Safety Department currently uses analog phone lines for Public Safety radio transmission and reception.
2. A quotation was received from Communications Specialists Inc. in the amount of \$28,867.99 for the purchase and installation of a microwave wireless bridge replacing the outdated analog phone lines.
3. Funds for the purchase and installation are budgeted in account number 101-305-32500-956000.

NOW, THEREFORE BE IT RESOLVED:

1. The City Council does hereby accept the quotation from Communications Specialists Inc. for the purchase and installation of a microwave wireless bridge in the amount of \$28,867.99.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders, and the bid opening procedures.

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  
Interdepartmental Correspondence  
Quotation

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

## STAFF REPORT

Date: June 4, 2014  
Subject: Microwave Wireless Bridge  
From: Captain Kim Koster  
Meeting Date: June 9, 2014

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### Recommendation:

It is recommended that the City of Wyoming enter into an agreement with the Department of Public Safety's radio service provider, Communications Specialists, to purchase and install a microwave wireless bridge between the Hook and Gezon water towers. For a total cost of \$28,867.99, the microwave wireless bridge will replace four (4) analog phone lines which, although outdated and costly, are necessary for Public Safety radio transmission and reception to occur.

### Sustainability Criteria:

Environmental Responsibility – The guidelines that will be followed are set forth by the Federal Communications Commission (FCC) which indicate that “ground-level power densities due to microwave directional antennas are normally a thousand times or more below the recommended safety limits.” (*OET Bulletin 56, August, 1999*) - Significant exposure would only occur in the unlikely event that someone were to stand directly in front of the antenna which will be installed on a water tower which is inaccessible to the public.

Social Equity – All Wyoming residents, and those that need Public Safety service, can enjoy equal access to the benefit of this communications proposal.

Economic Strength – Updating our infrastructure will ensure that we have the most efficient and reliable communication system available. The equipment is also digital-capable and expandable to provide for growth and compatibility with future technology.

### Discussion:

See attached document.

**Budget Impact:**

The current system, which includes four (4) analog circuit lines, is costing the City of Wyoming \$14,846.40 in phone circuit charges every year. The \$28,867.99 cost for the purchase and installation of the microwave system would be recouped in approximately two years by not having to pay the monthly analog line fees. In addition, the cost of repairs and maintenance is expected to go down as we will no longer have to pay for expensive and sometimes after-hours services from the phone company. Repairs and maintenance will fall under our current agreement with Communications Specialists who support most of radio infrastructure.

If approved, our FY 2013/2014 budget includes an account (#101-305-32500-956.000-Communications/Dispatch-other services) with funds available for this project.

## Interdepartmental Correspondence

**TO:** Captain Kim Koster  
**FROM:** Sgt. Mark Easterly  
**DATE:** June 2, 2014  
**SUBJECT:** Microwave Wireless Bridge



Administrative Services

### **Current Situation:**

The Police and Fire Services utilize a 20-25 year old analog phone circuits for radio transmission and reception for their use throughout the city. Radio towers have been set up at both the Hook and Gezon Water Towers for communication by both the Police and Fire Services. This system utilizes a dual repeater system connected by analog circuit lines. Radio transmission / reception for the Fire Service originate at the Gezon Water Tower and are sent to the Hook Tower over an analog circuit line. The Police Service utilizes the opposite configuration with the radio transmission / reception originating at the Hook Tower and being sent to the Gezon Tower via another analog circuit line. Both repeated systems utilize a second analog circuit line for the "repeated" feature which makes for the complete system to have to utilize 4 analog circuit lines.

We have been experiencing radio transmission / reception issues in worsening frequency and severity over the last two years. This has been especially true on the Fire Service side of radio transmission and reception. The Hook Tower has been experiencing the most issues and has been off-line with greater frequency. When the Hook Tower goes off line it may last as few as 5 seconds or as long as 10 minutes. This again results in poor coverage of radio reception and is especially affected in the north end of town. Fire Service personnel have heard an increase in "clicking" only being heard with no voice transmissions being heard after the radio has been keyed for use. These issues are also being seen by Police Service personnel in reduced radio coverage throughout the city once the towers go off line.

When radio issues have been identified, a service call is placed to Communication Specialists who is our vendor for system service. Once they get the call that the tower is off line they respond to the specified tower and check the equipment. Once they determine that it is not an issue that they can service, they place a service call to the telephone company to have a technician respond to the tower to fix the issue. This results in Communication Specialists to have to remain on scene and wait for the phone company to respond to let them into the towers to access the equipment.

Once the on-call phone company technician arrives on scene, they examine the equipment and realize that most have never seen nor worked on this type of equipment. They will typically then have to call another technician that is more familiar with this equipment to come out. This again requires Communication Specialists to remain on scene for system access. We have paid bills from Communication Specialists that have been over \$1,000 for them to wait on an after-hours emergency service call for us, just to have telephone company technicians arrive that don't know how to fix our 20+ year old system.

These radio issues have a serious impact, not only on service to our community, but to our police and fire personnel with not being able to receive or transmit crucial scene information to responding units and / from those already on the ground. Staff safety has the potential to be compromised.

### **Current Cost:**

These four (4) circuit lines cost the City of Wyoming \$1,237.20 each month (\$309.30 each). This totals to \$14,846.40 in phone circuit charges to the City every year.  
Analog to Microwave Radio System

HONOR – COURAGE – DUTY - TRUST

**Change Proposal:**

Due to the above described issues we have asked our vendor, Communication Specialists, if they could suggest a way to fix these problems. They have suggested that we move from the antiquated analog circuit system that we currently have and move to a microwave radio system between the two towers. This is similar to the microwave system that was installed for radio communication between the City of Grand Rapids Dispatch Center and the tower at the Court Building to facilitate radio communications between them and us for dispatch purposes. We have experienced no failures, issues or this system going off-line since it was installed.

With the proposal, the old analog circuit equipment would be removed from both the Hook and Gezon towers and replaced with a microwave dish on each tower and the accompanying equipment to run the system in the interior of the towers. This equipment is much more reliable and we will not experience the system going off-line and impairing communications between our staff.

City IT has also advised us that phone companies will be phasing out analog circuits soon. The complete phase out is to be completed by 2019. Until they are completely phased out, the telephone companies will begin to raise analog circuit pricing to begin to force customers onto a different system ahead of the phase out.

**Cost:**

The initial cost of installing the microwave system is \$28,867.99. The only annual recurring cost for the system is the cost of electricity to power the system for use.

**Cost analysis:**

If this proposal is accepted and installed, we would recoup our initial investment of \$28,867.99 in less than two years with not having to pay the phone company their monthly circuit costs on the 4 circuits. We currently pay for electricity to power the current system.

We would also not have to pay for expensive after-hours service calls that involve waiting for inexperienced phone company technicians to arrive and not be able to service our antiquated system.

Please let me know if you have any questions.

**Communications Specialists Inc**

4138 S. Division Ave.  
 Grand Rapids, MI 49548  
 (616) 534-5862 FAX: (616) 534-1475

**QUOTE**

City of Wyoming  
 Police Department  
 1155—28th Street SW  
 Wyoming, MI 49509

Contact Name: Kim Koster  
 Phone #: 616-530-7323  
 Cell #:  
 Email address:

Date: January 9, 2014

QTY	ITEM	DESCRIPTION	UNIT PR	TOTAL
		Wireless Bridge with Dual T1 Interfaces and Ethernet.		
2	400/ODU/F49F/ 200M/INT	Wireless Broadband Multiplexer, outdoor unit. Factory Default 4.9 Ghz, FCC, 100 MBPS Ethernet throughput.	\$4033.33	\$8066.66
2	400/IDU/4TDM	Wireless Broadband Multiplexer, Indoor Unit Enhanced, 4 TDM Ports.	\$1210.00	\$2420.00
2	PS-E-AC/US	AC Power Adaptor (90-240 VAC to 48 VDC) for IDU-E.	\$75.00	\$150.00
2	CBL-UTP/100	Airmux-200 UTP Cable, 100 Meter Cable.	\$278.33	\$556.66
1	RSL 2-1	1 Year RAD's Service Level 2 improves upon Service Level 1 by guaranteeing next business day shipment of Replacement parts. This service plan includes: Access to E-support for software download and FAQs. Dedicated toll-free number for all priority technical support calls on downed faulty or degraded RAD products, 24 hours a day, 7 days a week.	\$2333.33	\$2333.33
			<b>SUBTOTAL</b>	
<i>Hook to Green</i>			<b>TAX</b>	
Proposed by: <u><i>Matthew D Jackson</i></u> Matthew Jackson **			<b>LABOR</b>	
Accepted by: _____			<b>TOTAL</b>	See Page 2

Prices valid for thirty (30) days from above date:

**There is a 3% discount for cash with order.**

**Communications Specialists Inc**

4138 S. Division Ave.  
 Grand Rapids, MI 49548  
 (616) 534-5862 FAX: (616) 534-1475

**QUOTE**

City of Wyoming  
 Police Department  
 1155—28th Street SW  
 Wyoming, MI 49509

Contact Name: Kim Koster  
 Phone #: 616-530-7323  
 Cell #:  
 Email address:

Page 2  
 January 9, 2014

QTY	ITEM	DESCRIPTION	UNIT PR	TOTAL
		Priority handling of all service calls with escalation management to ensure timely problem resolutions.		
		Replacement parts guaranteed to ship by next business day.		
		T1 Channel Bank with 8 E&M Interfaces		
2	1200305E2	Base ATLAS 550 Unit for TDM, ISDN and Frame Relay applications. Accepts 2 network interface modules (one T1/PRI network interface module is included) and 4 user interface modules. Also includes 10/100 Ethernet interface, a single AC power supply and 1 RJ48-Rj48 Cable (15 ft.).	\$3530.00	\$7060.00
2	1200313L1	Atlas 550 User Interface Module. Provides 8 E&M or TO interfaces for 2-wire or 4-wire applications. Supports Type I, II, III, IV, and V signaling. Can be used in any User interface module slot.	\$1171.67	\$2343.34

SUBTOTAL	\$22,929.99
TAX	Exempt
FREIGHT	\$50.00
LABOR	\$5888.00
TOTAL	\$28,867.99

Proposed by: Matthew Jackson  
 Matthew Jackson \*\*

Accepted by: \_\_\_\_\_

Prices valid for thirty (30) days from above date:

There is a 3% discount for cash with order.

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

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Clean Water Plant Chemicals	Alexander Chemical Corp. Applied Specialties, Inc. Haviland Products Co. JCI Jones Chemical, Inc. JS Buxton Web Chemical	Bid pricing as shown on the attached Staff Report, Tabulation Sheet & Quotations
Liquid Polymers	Hercules Inc. Hexagon Technologies, Inc. Neo Solutions, Inc.	Bid pricing as shown on the attached Tabulation Sheet
Water Treatment Plant Chemicals	Cabot Norit Americas, Inc. Elhorn Engineering Co. Nalco Company NeoSolutions, Inc. Shannon Chemical Corp. Thatcher Company of Montana	Bid pricing as shown on the attached Staff Report and Tabulation Sheet

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

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

ATTACHMENTS:

Staff Reports  
Tabulation Sheet  
Quotations

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

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

## Staff Report

Date: May 27, 2014  
Subject: Clean Water Plant Chemical Bids  
From: Jon Burke, Clean Water Plant Operations Supervisor  
Meeting Date: June 16, 2014

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### Recommendation:

It is recommended that the following chemical suppliers be awarded bids for water treatment chemicals to be used at the Clean Water Plant.

### Sustainability Criteria:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan’s natural water environment and the public health of Wyoming’s citizens. Although the vast majority of the work of wastewater treatment is accomplished biologically, certain treatment chemicals are required for process control and enhancement, the control of odors, and the disinfection process.

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

Economic Strength – Proper and complete treatment of wastewater depends upon the responsible use of a small number of chemicals. The Clean Water Plant budgets annually for these materials, which can fluctuate in price.

### Discussion:

On May 20, 2014, bids were opened for treatment chemicals used at the Clean Water Plant and the Drinking Water Plant following solicitation of bids from 129 companies. After review of the submitted bids, I am recommending City Council approve the following low bids.

Chemical	Award Bid to:	At the delivered price of:
Sulfur Dioxide	Alexander Chemical Corporation	\$810.00 per ton
Sodium Hydroxide (bulk)	JCI Jones Chemical, Inc.	\$5,490.00 per 3,000 gal
Sodium Hydroxide (drum)	Alexander Chemical	\$154.00 per 55 gal
Sulfuric Acid	Alexander Chemical Corporation	\$5,737.50 per 2,500 gal
Liquid Lime*	Applied Specialties, Inc.	\$420.00 per ton
Muriatic Acid	Haviland Products Company	\$59.20 per 148-lb drum

Due to some technical difficulties with the Webb Chemical bid and also the lack of a liquid lime bid that meets specifications, I am also recommending City Council approve the following quotes:

Chemical	Approve quote from:	At the delivered price of:
Ferric Chloride	Webb Chemical	\$447.00 per ton
Liquid Lime*	J S Buxton	\$84.27 per ton

\*Please note that the liquid lime quote from Applied Specialties, Inc. is the only quote that was received by the deadline. However, this is a new product that we have been researching for the last couple of weeks and are very interested in. The product does not meet current specifications and is considerably more expensive than our previous supplier. Preliminary testing of this product was encouraging but more and possibly larger scale test needs to be done before we can be sure it will be cost effective to switch. Our current supplier J S Buxton, supplied a quote that met specs, although it arrived 2 days late. Due to the importance of liquid lime to our land application program and the desire to have a back-up supplier, I would like to approve the quote from J S Buxton as well as the formal bid from Applied Specialties, Inc.

Polymers are very unique chemicals and there are literally thousands of different proprietary formulations. We use polymers as a dewatering agent in our waste activated sludge dewatering process. Again this year we recommend awarding bids to all of the polymer suppliers, which will give us the flexibility to use different formulations as the characteristics of our waste activated sludge change seasonally.

The attached tabulation of bid sheets shows the bid prices for polymers and chemicals.

**Budget Impact:**

Following is a cost comparison showing chemical costs from the prior fiscal year. With the exception of Sulfur Dioxide, we are seeing an increase in all other commodity costs for these chemicals.

Chemical	13-14 Price	14-15 Price
Ferric Chloride	\$525.00 per ton	\$447.00 per ton
Sulfur Dioxide	\$790 per ton	\$810 per ton
Sodium Hydroxide (bulk)	\$6,000 per 3,000 gallons	\$5,490 per 3,000 gallons
Sodium Hydroxide (drum)	\$154 per 55 gal	\$154 per 55 gal
Sulfuric Acid	\$4,016.25 per 2,500 gallons	\$5,737.50 per 2,500 gallons
Muriatic Acid	\$54.50 per drum	\$59.20 per drum
Liquid Lime	\$84.27 per ton	\$84.27 per ton

## STAFF REPORT

Date: June 6, 2014  
Subject: Water Treatment Plant Chemical Bid Acceptance Recommendation  
From: Robert Veneklasen, Water Treatment Plant Operations Supervisor  
Meeting Date: June 23, 2014

### Sustainability Criteria

Environmental Quality – The use of proper chemicals applied in proper quantities in the water treatment process produces the highest quality drinking water for our customers.

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

Economic Strength – The solicitation of bids for the chemicals necessary for the water treatment process provides the best value and ensures the lowest rate for our residents and customers.

### Recommendation:

On May 21, 2013 twelve bids were received for water treatment chemicals and polymers for the Water Treatment Plant. The bids received were the result of solicitations sent to numerous prospective bidders in an effort to obtain the most favorable pricing. It is recommended the following chemical vendor bids be accepted for chemicals to be used at the Water Treatment Plant.

Chemical	Award Bid to:	Delivered Price
Lignite Powdered Activated Carbon	Cabot Norit Americas, Inc.	\$1,580.00
Wood Powdered Activated Carbon	Thatcher Company of Montana	\$1,138.00
Coagulant Cationic Polymer	Nalco Company	\$11,440.00
Coagulant Cationic Polymer	NeoSolutions, Inc.	\$11,180.00 (alt. bid)
Dewatering Cationic Polymer	Elhorn Engineering Co.	\$1,245.00
Dewatering Cationic Polymer	NeoSolutions, Inc.	\$651.50 (alt. bid)
Tetra Potassium Pyrophosphate	Shannon Chemical Corp.	\$82.82

The recommendation is to accept the bids by two vendors for the Powdered Activated Carbon to enable the use of either lignite based carbon or wood based carbon; both of which have different characteristics for taste and odor control. The budget anticipates use of 20 Tons at a total of \$20,160.00.

Similarly the recommendation to accept the bids by two vendors for the coagulant and dewatering polymers enables use of the most effective product based on treatment conditions for suspended solids removal and solids agglomeration respectively. The budget anticipates use of 39 and 11.9 Tons respectively a total of \$124,873.00

The use of tetra potassium pyrophosphate is to sequester calcium and magnesium salts from the sodium hypochlorite carrier water solution and deter their collecting on the interior of the piping. This product is used seasonally when we are applying sodium hypochlorite (chlorine) at the intake crib to deter zebra mussel growth. The budget anticipates use of 0.3 Tons at a total of \$851.00.

### Budget Impact

The water treatment chemicals and liquid polymers are purchased as required throughout the year with funds appropriately budgeted in account number 591-591-55300-740000. The estimated cost of the chemicals listed above is expected to total approximately \$145,884.00.

cc: Bill Dooley, Director of Public Works  
Jerry Caron, Water Treatment Plant Superintendent  
Laura Jackson, Purchasing Department

**CITY OF WYOMING, MICHIGAN**

**Tabulation of Bids**

**On Water Treatment and Clean Water Plant Chemicals**

**Opened By City Clerk On May 20, 2014 At 11:00 A.M.**

**All bid prices delivered F.O.B. Water Treatment Plant or Clean Water Plant and firm for orders placed through June 30, 2015**

**Clean Water Plant Chemicals**

Company	Liquid Slurried Lime	Aqueous Iron (Ferric Chloride)	Liquefied Sulfur Dioxide		Sodium Hydroxide		Sulfuric Acid	Muriatic Acid
	Per Ton	Per Ton	Per Ton	Cylinder Deposit	Per 3,000 Gallons	Per 55 Gallon Drum (In quantities of 2 drums per order)	Per 2,500 Gallons Delivered	Per 148 lb. Drum
Alexander Chemical Corporation, A Carus Co.			\$810.00	\$750.00	\$6,000.00	\$154.00	\$5,737.50	
Haviland Products Company					\$6,125.00			\$59.20
JCI Jones Chemical, Inc.					\$5,490.00			
Applied Specialties, Inc.	\$420.00 (Dry Ton)							
Rowell Chemical Corporation					\$6,240.00			
PVS Chemical Solutions, Inc.		\$525.00						
Kemira Water Solutions		\$462.73						

**Drinking Water Plant Chemicals**

	Powered Activated Carbon	Polymer-Liquid Cat-Ionic Polymer (Nalco co. Catfloc 8103 Plus or approved equal)		Polymer-Liquid Cat-Ionic Polymer (Elhorn Eng. Co. - Cationic Emulsion Polymer (PHI-66121) or approved equal)	Tetra Potassium Pyrophosphate	
	Per Ton	Per Bulk Shipment of 2000 gallons	Alternate Bid	Per 55 Gallon Drum	Per 50 lb. Bag	
Neo-Solutions, Inc.		\$11,180.00		\$661.50		
Nalco Company		\$11,440.00				
Standard Carbon LLC	\$1,228.00					
Cabot Norit Americas, Inc.	\$1,580.00					40,000 lb. min. shipment qty.
Thatcher Company of Montana	\$1,138.00					
Shannon Chemical Corporation					\$82.82	50 lb. Bag
Elhorn Engineering Company				\$1,245.00	\$88.00	

**Liquid Polymers**

	Product Description	Bid Price (per lb.)	Drum Size (lbs)
Neo Solutions, Inc.	NS 4407	\$1.35	450 lbs.
Hexagon Technologies, Inc.	Hexagloc WY-23	\$1.54	440 lbs.
Hercules Incorporated	Stockhausen Praestol K275FLX	\$1.37	450 lbs.
	Stockhausen Praestol K144L	\$1.37	450 lbs.

## BID PROPOSAL FOR CLEAN WATER PLANT CHEMICALS

Estimated Yearly Quantity to be Purchased		Bid Price Delivered F.O.B. Wyoming Clean Water Plant 2350 Ivaanest SW Wyoming, MI 49418																				
0-650 Tons	<p><b>Liquid Slurried Lime Ca(OH)<sub>2</sub></b> to be delivered in bulk minimum truckload quantities. Materials bid and furnished shall meet the following specifications</p> <p>- Calcium Oxide &gt; 70% Dry weight basis as determined by analysis set forth in AWWA Specification B-203-83</p> <p>The following specifications are based on wet weight of delivered product:</p> <table style="width: 100%; border: none;"> <tr> <td>▪ Silicon Dioxide (SiO<sub>2</sub>)</td> <td style="text-align: center;">&lt; 1.0 %</td> <td>▪ Phosphorous Pentoxide (P<sub>2</sub>O<sub>5</sub>)</td> <td style="text-align: center;">&lt; .01%</td> </tr> <tr> <td>▪ Iron Oxide (Fe<sub>2</sub>O<sub>3</sub>)</td> <td style="text-align: center;">&lt; .3 %</td> <td>▪ Carbon Dioxide (CO<sub>2</sub>)</td> <td style="text-align: center;">&lt; 1.1 %</td> </tr> <tr> <td>▪ Aluminum Oxide (Al<sub>2</sub>O<sub>3</sub>)</td> <td style="text-align: center;">&lt; .5 %</td> <td>▪ Manganese (Mn)</td> <td style="text-align: center;">&lt; .02%</td> </tr> <tr> <td>▪ Magnesium Oxide (MgO)</td> <td style="text-align: center;">&lt; 1.0 %</td> <td>▪ Titanium Dioxide (TiO<sub>2</sub>)</td> <td style="text-align: center;">&lt; .02%</td> </tr> <tr> <td>▪ Sulphur (S)</td> <td style="text-align: center;">&lt; 0.2%</td> <td>▪ Avail. Calcium Hydroxide Ca(OH)<sub>2</sub></td> <td style="text-align: center;">&gt; 92%</td> </tr> </table>	▪ Silicon Dioxide (SiO <sub>2</sub> )	< 1.0 %	▪ Phosphorous Pentoxide (P <sub>2</sub> O <sub>5</sub> )	< .01%	▪ Iron Oxide (Fe <sub>2</sub> O <sub>3</sub> )	< .3 %	▪ Carbon Dioxide (CO <sub>2</sub> )	< 1.1 %	▪ Aluminum Oxide (Al <sub>2</sub> O <sub>3</sub> )	< .5 %	▪ Manganese (Mn)	< .02%	▪ Magnesium Oxide (MgO)	< 1.0 %	▪ Titanium Dioxide (TiO <sub>2</sub> )	< .02%	▪ Sulphur (S)	< 0.2%	▪ Avail. Calcium Hydroxide Ca(OH) <sub>2</sub>	> 92%	\$ No Bid Per Ton Delivered
▪ Silicon Dioxide (SiO <sub>2</sub> )	< 1.0 %	▪ Phosphorous Pentoxide (P <sub>2</sub> O <sub>5</sub> )	< .01%																			
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▪ Aluminum Oxide (Al <sub>2</sub> O <sub>3</sub> )	< .5 %	▪ Manganese (Mn)	< .02%																			
▪ Magnesium Oxide (MgO)	< 1.0 %	▪ Titanium Dioxide (TiO <sub>2</sub> )	< .02%																			
▪ Sulphur (S)	< 0.2%	▪ Avail. Calcium Hydroxide Ca(OH) <sub>2</sub>	> 92%																			
0-100 Tons as FeCl <sub>3</sub>	<p><b>Water Treatment Grade Aqueous Iron (Ferric) Chloride (FeCl<sub>3</sub>)</b>, delivered in minimum truckload quantities. Material bid and furnished shall meet the following specifications</p> <table style="width: 100%; border: none;"> <tr> <td>▪ AWWA Specification B407-05</td> <td>▪ Acidity (HCL): 1.0% or less</td> </tr> <tr> <td>▪ Specific Gravity: 1.4 ± 0.1</td> <td>▪ Insoluble Matter: 0.2% or less</td> </tr> <tr> <td>▪ FeCl<sub>3</sub> Content: 43% ± 3%</td> <td>▪ Ferrous (As Fe): 2.5% or less</td> </tr> </table> <p>The City has four - 8,000 gallon storage tanks. It is estimated the City may require a maximum of 3,750 lbs. Ea per week (normally the City only uses Ferric for odor control at various times throughout the year ) Unloading will be by gravity or bidder's air pressure through a 2" flanged pipe which can be fitted with adapters furnished by the supplier.</p> <p>Deliveries shall be completed between the hours of 6:00 P.M and 4 00 A.M Bid price shall be submitted on cost per ton of FeCl<sub>3</sub> basis</p>	▪ AWWA Specification B407-05	▪ Acidity (HCL): 1.0% or less	▪ Specific Gravity: 1.4 ± 0.1	▪ Insoluble Matter: 0.2% or less	▪ FeCl <sub>3</sub> Content: 43% ± 3%	▪ Ferrous (As Fe): 2.5% or less	\$ 447/ton Per Ton of FeCl <sub>3</sub> Delivered														
▪ AWWA Specification B407-05	▪ Acidity (HCL): 1.0% or less																					
▪ Specific Gravity: 1.4 ± 0.1	▪ Insoluble Matter: 0.2% or less																					
▪ FeCl <sub>3</sub> Content: 43% ± 3%	▪ Ferrous (As Fe): 2.5% or less																					
0-20 Tons	<p><b>Liquefied Sulfur Dioxide (SO<sub>2</sub>)</b> to be bid delivered in one ton cylinders Equipped with double valves to allow withdrawal of either gas or liquid The supplier must provide documentation that the SO<sub>2</sub> shipped to our site is tested free of SO<sub>3</sub> (Sulfur Trioxide) and that it is not present</p> <p style="text-align: right;">Is a cylinder deposit required? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	\$ No Bid Per Ton SO <sub>2</sub> Delivered <input type="checkbox"/> Yes <input type="checkbox"/> No																				
0-10,000 Gallons for bulk delivery	<p><b>Sodium Hydroxide</b> 50% concentration by weight and a maximum specific gravity of 1.53</p>	\$ No Bid Per 3 000 Gallons Delivered																				
0-50 Drums		\$ No Bid Per 55 Gallon Drum Delivered (in quantities of 2 drums per order)																				

TERMS Net 30 Days

COMPANY Webb Chemical Service Corp

ADDRESS 2708 Jarman Street CITY Muskegon Hts. STATE MI ZIP 49444

AUTHORIZED BY (Please Print) Dee Ruud

AUTHORIZED SIGNATURE (Required) Dee Ruud

PHONE 231-733-2181

E-MAIL druid@webbchemical.com

WEB SITE www.webbchemical

All proposals are to be in sealed envelopes and plainly marked "BID FOR WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS". The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities, and to award the bid in any manner deemed to be in the best interest of the City.

**BID DUE:** Tuesday, May 20, 2014, 11:00 A.M.  
Wyoming City Clerk's Office  
1135 - 28th Street SW  
P O Box 905  
Wyoming, Michigan 49509-0905

**REMINDER:** All proposals are to be submitted with one unbound original and two bound copies.  
**TABULATION REQUESTS:** Tabulation sheets will be available on the City's website [WWW.WYOMINGMI.GOV](http://WWW.WYOMINGMI.GOV) by Monday, June 2, 2014.

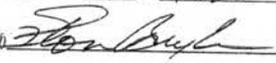
**BID PROPOSAL FOR  
CLEAN WATER PLANT CHEMICALS**

Estimated Yearly Quantity to be Purchased		Bid Price Delivered F.O.B. Wyoming Clean Water Plant 2350 Ivanrest SW Wyoming, MI 49418																				
0-650 Tons	<p><b>Liquid Slurried Lime Ca(OH)<sub>2</sub></b> to be delivered in bulk minimum truckload quantities. Materials bid and furnished shall meet the following specifications:</p> <p>- Calcium Oxide &gt; 70% Dry weight basis as determined by analysis set forth in AWWA Specification B-202-83</p> <p>The following specifications are based on wet weight of delivered product:</p> <table border="0"> <tr> <td>▪ Silicon Dioxide (SiO<sub>2</sub>)</td> <td>&lt; 1.0 %</td> <td>▪ Phosphorous Pentoxide (P<sub>2</sub>O<sub>5</sub>)</td> <td>&lt; .01%</td> </tr> <tr> <td>▪ Iron Oxide (Fe<sub>2</sub>O<sub>3</sub>)</td> <td>&lt; .3 %</td> <td>▪ Carbon Dioxide (CO<sub>2</sub>)</td> <td>&lt; 1.1 %</td> </tr> <tr> <td>▪ Aluminum Oxide (Al<sub>2</sub>O<sub>3</sub>)</td> <td>&lt; .5 %</td> <td>▪ Manganese (Mn)</td> <td>&lt; .02%</td> </tr> <tr> <td>▪ Magnesium Oxide (MgO)</td> <td>&lt; 1.0 %</td> <td>▪ Titanium Dioxide (TiO<sub>2</sub>)</td> <td>&lt; .02%</td> </tr> <tr> <td>▪ Sulphur (S)</td> <td>&lt; .02%</td> <td>▪ Avail. Calcium Hydroxide Ca(OH)<sub>2</sub></td> <td>&gt; 92%</td> </tr> </table>	▪ Silicon Dioxide (SiO <sub>2</sub> )	< 1.0 %	▪ Phosphorous Pentoxide (P <sub>2</sub> O <sub>5</sub> )	< .01%	▪ Iron Oxide (Fe <sub>2</sub> O <sub>3</sub> )	< .3 %	▪ Carbon Dioxide (CO <sub>2</sub> )	< 1.1 %	▪ Aluminum Oxide (Al <sub>2</sub> O <sub>3</sub> )	< .5 %	▪ Manganese (Mn)	< .02%	▪ Magnesium Oxide (MgO)	< 1.0 %	▪ Titanium Dioxide (TiO <sub>2</sub> )	< .02%	▪ Sulphur (S)	< .02%	▪ Avail. Calcium Hydroxide Ca(OH) <sub>2</sub>	> 92%	<p align="right">\$ <u>84.27</u> Per Ton Delivered</p>
▪ Silicon Dioxide (SiO <sub>2</sub> )	< 1.0 %	▪ Phosphorous Pentoxide (P <sub>2</sub> O <sub>5</sub> )	< .01%																			
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▪ Sulphur (S)	< .02%	▪ Avail. Calcium Hydroxide Ca(OH) <sub>2</sub>	> 92%																			

TERMS NET 15 DAYS

COMPANY J. S. Buxton LLC

ADDRESS 4241 White Lake Drive CITY Whitehall STATE MI ZIP 49461

AUTHORIZED BY (Please Print) Stan Buxton AUTHORIZED SIGNATURE (Required) 

PHONE 231-730-7826 E-MAIL SHADOW 7826 @ MSN. COM

WEB SITE \_\_\_\_\_

ORDINANCE NO. 12-14

AN ORDINANCE TO AMEND SECTIONS 34-108 AND 34-109  
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 34-108 of the Code of the City of Wyoming is hereby amended to read as follows:

**Sec. 34-108. Permits.**

The city council may issue nontransferable permits for the use of agricultural or wildlife fireworks, articles pyrotechnic, display fireworks, special effects or special effects manufactured for outdoor pest control or agricultural purposes or for public display provided that the applicable provisions of Act 256 are met.

Section 2. That Section 34-109 of the Code of the City of Wyoming is hereby amended to read as follows:

**Sec. 34-109. Permit application.**

An application for a permit on a form prescribed by the city shall be made for the use of fireworks requiring a permit at least 45 days in advance of such use. A permit fee for a fireworks permit shall be established by the city council.

Section 3. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a \_\_\_\_\_ session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

**MEMORANDUM**  
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

cc: Jack R. Sluiter, City Attorney  
Barbara VanDuren, Deputy City Manager  
James Carmody, Director of Police & Fire Services  
Frank Verburg, Deputy Director of Fire Services  
Bill Aman, Fire Marshall

FROM: Heidi Isakson, City Clerk

DATE: May 19, 2014

RE: Permit for Use or Discharge of Fireworks

It has come to our attention that the Fire Safety Act of 2011 requires that any permits issued under that act for the discharge of fireworks for a variety of purposes requires local legislative body approval, rather than by the Fire Department.

An application and review process, followed by approval of the permit by City Council and issuance by the City Clerk, requires two actions.

1. Fee Schedule Amendment

Following discussions with Bill Aman about the type of review and site supervision necessary for public or private use of fireworks, other than “Consumer” or “Low Impact” as defined in the Act, I believe an application fee of \$300 is appropriate.

In addition, with the assistance of Finance Director Tim Smith, we sought the guidance of the Michigan Municipal Risk Management Authority for the coverage type and amount of insurance we should require. That will be included in the Fee Schedule as follows:

Worker’s Compensation & Employer’s Liability,  
Michigan Statutory Limits of Liability; General Liability  
\$3,000,000 Combined Single Limit for Occurrence,  
Aggregate & Property Damage Naming the  
City of Wyoming as Additional Insured; Vehicle Liability  
Coverage and Michigan No-fault Coverages for owned,  
non-owned and hired vehicles \$3,000,000 combined single  
limit.

I will propose an amendment to the City Clerk’s Office Fee Schedule to add such a fee and insurance requirements.

## 2. Ordinance Amendment

The existing Ordinance on fireworks permits states:

### **Sec. 34-108. Permits.**

The city may issue nontransferable permits for the use of agricultural or wildlife fireworks, articles pyrotechnic, display fireworks, special effects or special effects manufactured for outdoor pest control or agricultural purposes or for public display provided that the applicable provisions of Act 256 are complied with.

### **Sec. 34-109. Permit application.**

An application for a permit on a form prescribed by the city shall be made for the use of fireworks requiring a permit at least 15 days in advance of such use. A permit fee for fireworks permit shall be as established by the city council.

I recommend the ordinance be amended to reflect that in 34-108, the City Council, rather than the “city” may issue permits, and that in 34-109, the application be made at least 45 days in advance.

I considered a 30-day application period, but depending on when City Council meetings are scheduled, and when the application is made in relation to those meetings, the Fire Service could have as few as seven days to investigate and make a recommendation prior to a Council meeting. I believe that if an application can be processed in fewer than 45 days, even fewer than 30 days, it will be, but an applicant should not be assured of City Council action prior to the event if fewer than 45 days are planned for.

In addition, if a fireworks display is part of a larger “Special Event” as defined by that ordinance, those applications are due 60 days in advance, and we could easily make a referral for the fireworks permit as necessary.

I would ask that the City Attorney prepare an ordinance addressing these two changes for the June 9, 2014 Council work session. I will have a companion Fee Schedule amendment ready at the same time.

ORDINANCE NO. 13-14

AN ORDINANCE TO ADD ARTICLE VI TO  
CHAPTER 78 OF THE CODE OF THE CITY OF WYOMING  
ENTITLED "BUS TRANSIT REGULATIONS"

THE CITY OF WYOMING ORDAINS:

Section 1. That Article VI entitled "Bus Transit Regulations" is hereby added to Chapter 78 of the Code of the City of Wyoming to read as follows:

**ARTICLE VI**  
**BUS TRANSIT REGULATIONS**

**Sec. 78-170. Definitions.**

As used in this Article, the following definitions shall apply:

(1) *Proof of fare payment means:*

- (a) a transit pass valid for the day and time of use; or
- (b) a receipt showing payment of the applicable fare for use of the public

transportation vehicle during the day and time specified in the receipt.

(2) *Public transportation authority* means a public authority authorized to provide public transportation services or any other entity authorized under the laws of the State of Michigan to provide public transportation services.

(3) *Public transportation entity* means any legal or administrative entity authorized under the laws of the State of Michigan to enforce the provisions of this chapter, including the City of Wyoming and such other entities that may be created with the authority to enforce this chapter.

(4) *Public transportation vehicle* means a bus, train, or any other vehicle used by a public transportation authority to provide public transportation services.

(5) *Transit pass* means any pass, coupon, card, identification, token, ticket or other document used to obtain public transportation services.

**Sec. 78-171. Fare Evasion.**

No person shall occupy, ride in, or use a public transportation vehicle without paying the fare established by the public transportation authority. All persons that occupy, ride in, or use a public transportation vehicle must possess proof of fare payment and shall present such proof upon the demand of a police officer, security officer, or fare inspector authorized in accordance with this chapter. A violation of this section shall constitute a municipal civil infraction, as provided for in chapter 1 of this Code.

**Sec. 78-172. Fare Inspectors.**

(1) A public transportation entity may appoint or employ fare inspectors as necessary to enforce the provisions of this chapter. The employing public transportation entity shall determine the requirements for employment as a fare inspector.

(2) A fare inspector that is appointed or employed in accordance with this section is authorized to enforce the provisions of this chapter while acting with the scope or his or her authority and in the performance of his or her duties.

**Sec. 78-173. Penalties for fare evasion.**

Violation of the fare evasion provisions of this Article shall be a municipal civil infraction with the following penalties plus any statutory Justice System Assessment (or similar statutory assessment):

Initial offense	\$ 65.00
Repeat offense	\$130.00
Subsequent repeat offense	\$250.00

**Sec. 78-174 – 78-179. Reserved.**

**Sec. 78-180. Traffic Lane Reserved for High Occupancy Vehicles Only.**

(a) One (1) or more traffic lanes of any street or roadway may be designated by the City as reserved for use by buses, herein called High Occupancy Vehicle (HOVs), at such times and on such days as determined by the City. All lanes so designated shall be appropriately marked with such signs or other markers as the City shall direct.

(b) Notwithstanding the provisions of this subsection, the designation of any lane or lanes of any street or roadway as reserved for HOVs only shall not apply to the use of such lanes by:

1. Emergency vehicles such as fire-fighting vehicles, ambulances and rescue squad vehicles and tow trucks for purposes of providing emergency service in the HOV lane.
2. Vehicles operated by law enforcement agencies.
3. Vehicles of public utility companies operating in response to an emergency call.
4. City maintenance vehicles, such as street sweepers and snow plows, working on such lanes.
5. Private vehicles that must utilize HOV lane to permit a right-turn movement.
6. Bicycles.

7. School buses loading or unloading children.

(c) No operator of a vehicle shall operate that vehicle in a traffic lane designated for high occupancy vehicles as described in this section of the Code, unless authorized herein. A violation of this section shall constitute a civil infraction as provided in this Code.

Section 2. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a \_\_\_\_\_ session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

Ordinance No. 13-14

JRS/sak  
6/16/14

ORDINANCE NO. 14-14

AN ORDINANCE TO AMEND SECTION 90-44  
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-44 of the Code of the City of Wyoming is hereby amended to read as follows:

**Sec. 90-44. Distance requirement for mechanical appurtenances.**

Freestanding industrial and commercial mechanical appurtenances such as blowers, ventilating fans, generators and air conditioning units are prohibited in front yard areas. The appurtenances shall be screened with solid fence or evergreens. Duct work from appurtenances shall be directly into the building or be concealed below grade in commercial districts.

Section 2. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2014

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a \_\_\_\_\_ session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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



Planning & Development Department  
 Telephone (616) 530-7258  
 1155 28<sup>th</sup> Street SW, Wyoming, Michigan 49509  
 www.wyomingmi.gov



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

May 27, 2014

Ms. Heidi A. Isakson  
 City Clerk  
 Wyoming, MI

Subject: Request to amend Zoning Code Section 90-44 Distance Requirement for Mechanical Appurtenances.

Recommendation: To approve the subject Zoning Code amendment.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meetings on April 15 and May 20, 2014. A motion was made by Hegyi, supported by Arnoys, to recommend to the City Council the subject Zoning Code amendment. After discussion the motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

Zoning Code Section 90-44 restricts mechanical appurtenances (blowers, generators, air conditioning units, etc...) in the industrial and commercial districts from anywhere but the rear yard of properties. Recently, we have had several requests for variances from the Board of Zoning Appeals to locate generators in the side yard of properties. These requests have come from the VA Outpatient Clinic, Gordon Foods, Grand Rapids Plastics and others. Generators are desired for the facilities in order to maintain business operations during power outages. The generators have been reasonably placed in the side yards of the businesses where the electrical service to the buildings are provided. The variances have been granted by the BZA, with recommendations from staff.

In evaluating the ordinance restriction, staff believes that requiring mechanical appurtenances to be located only in the rear yard is overly restrictive. Devices can be screened when needed and a noise ordinance is in place to address any particular location concern. Staff believes it is appropriate to allow such appurtenances to be located in the side yards of industrial and commercial properties and to remove the 20 foot distance requirement. At the April 15, 2014 Planning Commission review, it was suggested that additional consideration be given for screening and duct work placements, which resulted in the amendment being deferred.

Existing Ordinance: Freestanding industrial and commercial mechanical appurtenances such as blowers, ventilating fans and air conditioning units are permitted only in the rear yard no closer than 20 feet to abutting properties.

Proposed Ordinance amendment (in bold): Freestanding industrial and commercial mechanical appurtenances such as blowers, ventilating fans, **generators** and air conditioning units are **prohibited in front yard areas. The appurtenances shall be screened with a solid fence or evergreens. Duct work from appurtenances shall be routed directly into the building or be concealed below grade in commercial districts.**

The Development Review Team suggested the Planning Commission recommend to the City Council the subject Zoning Code amendment to Section 90-44 Distance Requirement for Mechanical Appurtenances.

At the public hearing held on April 15, 2014 there were no public comments. On May 20, 2014, a motion was made by Hegyi, supported by Arnoys, to recommend to the City Council the subject Zoning Code amendment. After discussion, the motion passed unanimously.

Respectfully submitted,



Timothy Cochran, City Planner  
Planning and Development Department

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

ORDINANCE NO. 15-14

AN ORDINANCE TO AMEND SECTIONS 90-31, 90-55, 90-892(5), 90-892(6),  
A PORTION OF SECTION 90-895 (TABLE) AND TO REPEAL  
SECTION 90-65, PORTIONS OF TABLES 90-646, 90-799, 90-799-2,  
90-891, SECTIONS 90-892(24) AND 90-892(25), A PORTION OF  
SECTION 90-893 (TABLE), SECTION 90-894(13) AND ARTICLE XXVII  
OF CHAPTER 90 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-31 of the Code of the City of Wyoming is hereby amended to read as follows:

**Sec. 90-31. Districts enumerated.**

The City is hereby divided into the following districts:

R-1 residential district, single-family  
R-2 residential district, single-family  
R-3 residential district, two-family  
R-4 residential district, low density multiple-family  
R-5 residential district, high-rise  
R-7 residential district, special multiple family  
ER residential district, estate  
B-1 business district, local  
B-2 business district, general  
B-3 business district, planned shopping  
FBC form based code district  
RO-1 business district, restricted office  
I-1 industrial district, light  
I-2 industrial district, general  
I-3 industrial district, restricted  
P-1 vehicular parking district  
PUD-1 planned unit development, low-density  
PUD-2 planned commercial development district; and  
PUD-3 planned health care district.

Section 2. That Section 90-55 of the Code of the City of Wyoming is hereby amended to read as follows:

**Sec. 90-55. Dwellings in nonresidential districts.**

No dwelling unit shall be erected in any business or industrial district except for sleeping quarters of a watchman or caretaker when necessary to the principal use.

Section 3. That Section 90-892(5) of the Code of the City of Wyoming is hereby amended to read as follows:

(5). In R-4, R-5 and R-7 districts, for every lot on which a multiple, row or terrace

dwelling is erected, there shall be a yard space on each side of the lot. This yard space shall be increased beyond the yard spaces indicated by two feet for each ten feet or part thereof, by which the length or width of the multiple, row or terrace dwelling exceeds 40 feet in overall dimension, along with the adjoining side lot line. Where two or more multiple, row or terrace dwellings are erected upon the same lot, there shall be a minimum of 20 feet in width between structures. This yard width shall be increased by two feet for each ten feet or part thereof, by which each multiple, row or terrace dwelling structure, having common yards, exceeds 40 feet in length on that side of the dwelling structure facing the common yard, or this yard space shall be increased by two feet for each five feet or part thereof, by which each permitted multiple dwelling structure, having common yards, exceeds 40 feet in height on that side of the dwelling structure facing the common yard, whichever is greater.

Section 4. That Section 90-892(6) of the Code of the City of Wyoming is hereby amended to read as follows:

(6) In R-4, R-5 and R-7 districts, where multiple-family dwellings are permitted, the required floor space per unit shall be as follows:

Efficiency unit	350 square feet
One-bedroom unit	600 square feet
Two-bedroom unit	800 square feet
Three-bedroom unit	1,000 square feet

(plus 80 square feet for each bedroom over three bedrooms in a dwelling unit)

However, not more than five percent of the units may be of efficiency type.

Section 5. That the Portion of Section 90-895 of the Code of the City of Wyoming entitled “Secondhand dealers”, “Zoning Districts Permitted” is hereby amended to read as follows:

B-1, B-2, B-3, PUD-1, PUD-2 and PUD-3

Section 6. That Section 90-65 of the Code of the City of Wyoming is hereby repealed.

Section 7. That the portion of Table 90-646 of the Code of the City of Wyoming entitled “Multiple-family residential dwellings in the DC, downtown center district” is hereby repealed.

Section 8. That the portion of Table 90-799 of the Code of the City of Wyoming entitled “DC” is hereby repealed.

Section 9. That the portion of Table 90-799-2 of the Code of the City of Wyoming entitled “DC” is hereby repealed.

Section 10. That the portion of Section 90-891 (Table) of the Code of the City of Wyoming entitled “DC Zone (residential use)” is hereby repealed.

Section 11. That Section 90-892(24) of the Code of the City of Wyoming is hereby repealed.

Section 12. That Section 90-892(25) of the Code of the City of Wyoming is hereby repealed.

Section 13. That the portion of Section 90-893 (Table) of the Code of the City of Wyoming entitled “DC downtown center district” is hereby repealed.

Section 14. That Section 90-894(13) of the Code of the City of Wyoming is hereby repealed.

Section 15. That Article XXVII of the Code of the City of Wyoming entitled “DC Downtown Center District” is hereby repealed.

Section 16. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a \_\_\_\_\_ session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

Ordinance No. \_\_\_\_\_

# MEMORANDUM

## City of Wyoming, Michigan

TO : Mayor Poll and City Councilmembers

FROM: Heidi A. Isakson, City Clerk

DATE: June 12, 2014

RE: Ordinance 15-14 and Ordinance 16-14  
DC - Downtown Center District, Remove From Code

What follows is information from the minutes of the Planning Commission meeting of May 20, 2014. City Planner Tim Cochran forwarded me information about the Planning Commission's recommendation to the City Council to amend the Code of Ordinances, as enumerated in proposed Ordinance 15-14.

The DC Downtown Center Zoning District was created in 2002. The DC District replaced the zoning of properties along 28<sup>th</sup> Street from Clyde Park Avenue to Burlingame Avenue. Its regulations were designed to implement the vision of the Downtown Plan, that was also adopted in 2002. The Downtown Plan was an attempt to halt the decline of this iconic and essential commercial center of the City. Although there were a few successful developments in this area since 2002, ultimately the market forces contributing to the decline of 28<sup>th</sup> Street proved to be too great for the Downtown Plan and DC Downtown Center to overcome.

Subsequently, the Wyoming community undertook an exhaustive and comprehensive master planning process to identify, and address, the issues limiting the redevelopment of the area. This process resulted in the Turn on 28<sup>th</sup> Street Sub Area Plan. This Plan then led to the creation of new innovative land use regulations established by a Form Based Code. This FBC subsequently has, or will, replace all properties in this corridor zoned DC Downtown Center. As such, there is no merit in maintaining the district within the Zoning Code. The proposed amendments will remove all references to the DC Downtown Center from the Zoning Code.

The Development Review Team suggested the Planning Commission recommend to the City Council the subject Zoning Code amendments, with the added additional amendment – removal of Table 90-646 Parking Requirements for multiple family dwellings in the DC District.

Chair Spencer opened the public hearing. There were no comments and the public hearing was closed.

Motion by Weller, supported by Arnoys, to recommend to the City Council the subject Zoning Code amendments, with the added additional amendment – removal of Table 90-646 Parking Requirements for multiple family dwellings in the DC District. Motion carried unanimously.

In addition, there is a reference to the DC District in Section 14 relating to the zoning districts where a carnival is permitted. Ordinance 16-14 removes that reference.

JRS/sak  
6/16/14

ORDINANCE NO. 16-14

AN ORDINANCE TO AMEND SECTION 14-280  
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 14-280 of the Code of the City of Wyoming is hereby amended to read as follows:

**Sec. 14-280. Location.**

Outdoor carnivals may only be located within areas zoned B-2 (business district-general) or B-3 (business district-planned shopping). All outdoor carnivals shall be conducted at least 300 feet from any residential property line, except for any carnival where all rides are designated for children of 12 years or less in age. All outdoor carnivals must be located at a site containing no less than four acres of vacant area suitable for the carnival and parking. No part of any carnival shall obstruct or impede in any way the full and instant use of any designated fire lane, fire hydrant, sprinkler system connection or valve, or any other equipment or space intended for emergency use.

Section 2. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2014

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a \_\_\_\_\_ session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

Ordinance No. \_\_\_\_\_