

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JANUARY 19, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Dock Ministries
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of January 5, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider Approval of an Application for an Industrial Facilities Exemption Certificate for Kendall Electric, Inc.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 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 Confirm the Reappointment of David Deverman as a Member of the Board of Review for the City of Wyoming
 - b) To Set a Public Hearing to Consider the Transfer of Industrial Facilities Exemption Certificates for Zinger Sheet Metal, Inc., in the City of Wyoming (February 2, 2015 at 7:01 p.m.)
- 15) Resolutions**
 - c) To Approve the First Amendment to the Real Estate Purchase and Development Agreement with Kendall Electric, Inc. and the Brownfield Redevelopment Authority of the City of Wyoming
 - d) To Approve the Application of Kendall Electric, Inc. for an Industrial Facilities Exemption Certificate in the City of Wyoming
 - e) To Authorize the Write-Off of Delinquent 2008 City Property Taxes
 - f) To Authorize a Contract Amendment with Habitat for Humanity of Kent County

- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - g) To Authorize Fishbeck, Thompson, Carr & Huber, Inc. to Design a Brine Manufacturing Facility and Covered Loading Area (Budget Amendment No. 40)
 - h) To Accept a Quotation from Parkway Electric for the Replacement and Installation of the Water Treatment Plant's DC Battery Bank
 - i) To Accept a Quotation from Kooi Industrial Painting for Painting Services
- 17) Ordinances**
- 18) Informational Material**
- 19) Acknowledgment of Visitors**
- 20) Closed Session** (as necessary)
- 21) Adjournment**

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF DAVID DEVERMAN
AS A MEMBER OF THE BOARD OF REVIEW
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for David Deverman expires on January 31, 2015.
2. It is the desire of the City Council that David Deverman be reappointed as a member of the Board of Review.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby reappoint David Deverman as a member of the Board of Review for the City of Wyoming, Michigan for the regular term ending January 31, 2018.

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 January 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO CONSIDER THE TRANSFER OF
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES FOR
ZINGER SHEET METAL, INC., IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 300, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 24934 on October 20, 2014.
2. Zinger Sheet Metal, Inc., has filed applications to transfer Industrial Facilities Exemption Certificates under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 300; 2013-469 with an estimated cost of \$117,450 for personal property and 2013-017 with an estimated cost of \$117,915 for personal property to be located at 4005 Roger B. Chaffee Blvd SE.
3. Act 198 requires the City to hold a public hearing on the approval of these transfer applications.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the applications by Zinger Sheet Metal, Inc., for the transfer of Industrial Facilities Exemption Certificates shall be held at 7:01 p.m. on February 2, 2015, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

Staff Report

Date: January 13, 2015
Subject: Zinger Sheet Metal, Inc.
From: Jennifer Ballard, Administrative Assistant to the City Manager
Meeting Date: January 19, 2015

Recommendation:

Staff recommends approval of Zinger Sheet Metal, Inc.'s request to transfer Industrial Facilities Exemption Certificates (IFT) from 4055 Stafford Ave. SW. to the new location of 4005 Roger B. Chaffee Blvd SW.

Sustainability Criteria:

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

Social Equity – Approval of these transfers does not significantly impact social equity.

Economic Strength – Approval of these transfers will help retain and expand a local industrial company and provide additional employment opportunities to the area.

Discussion:

Zinger Sheet Metal, Inc. has conducted business in the City of Wyoming for 59 years and is requesting the approval to transfer IFTs 2013-017 and 2013-469. Staff has reviewed the IFT application transfers, which is summarized below by facility:

Address of project: 4005 Roger B. Chaffee Blvd SW
Wyoming, MI 49548

2013-017:
Personal Property: \$ 117,915.00
Real Property: \$ 0.00

2013-049:
Personal Property: \$ \$117,450.00
Real Property: \$ 0.00

The request is to transfer the existing certificates to the new location of 4005 Roger B. Chaffee Blvd. SW, Wyoming, MI 49548. Both certificates were for new equipment to expand business,

and brought 2-4 new jobs in 2014. Industrial Facilities Exemption certificate 2013-017 has 10 years remaining and certificate 2013-469 has 4 years remaining.

CITY OF WYOMING, MICHIGAN

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE FIRST AMENDMENT
TO THE REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT
WITH KENDALL ELECTRIC, INC. AND THE BROWNFIELD
REDEVELOPMENT AUTHORITY OF THE CITY OF WYOMING

WHEREAS:

1. The City Council of the City of Wyoming, Michigan, at a regular meeting on October 7, 2013, adopted Resolution 24598 and approved a Real Estate Purchase and Development Agreement with Kendall Electric, Inc. and the Brownfield Redevelopment Authority of the City of Wyoming.
2. That agreement was entered into with an effective date of October 7, 2013.
3. The parties wish to amend the Agreement to correct the deadlines related to the Act 198 tax exemption.

NOW, THEREFORE, BE IT RESOLVED:

1. The First Amendment to the Real Estate Purchase and Development Agreement (attached hereto) among the Downtown Development Authority, the City of Wyoming, Michigan and Kendall Electric, Inc. is hereby approved, and the Mayor and City Clerk are authorized to sign the amended Agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on January 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Resolution 24598

1st Amendment to Real Estate & Development Agreement,
Kendall Electric, Inc.

Resolution No. _____

FIRST AMENDMENT TO REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT ("**Amendment**") is made this 20th day of November, 2014, among the CITY OF WYOMING BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate, of 1155 28th Street SW, Wyoming, Michigan 49509 ("**Seller**"), KENDALL ELECTRIC, INC., a Michigan corporation, of 5101 S. Sprinkle Road, Portage, Michigan 49002 ("**Buyer**"), and the CITY OF WYOMING, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, Michigan 49509 ("**City**"). Seller, Buyer, and the City are collectively referred to as the "**Parties**."

RECITALS

- A. Seller, Buyer, and City entered into a Real Estate Purchase and Development Agreement with an Effective Date of October 7, 2013 ("**Agreement**").
- B. The Parties wish to amend the Agreement to correct the deadlines related to the Act 198 tax exemption.

AGREEMENT

1. Act 198 Tax Exemption. The Agreement is revised to correct two deadlines related to the Act 198 tax exemption, as follows:
 - a. The second sentence in Section 16 is revised to change the deadline for Buyer to file an Application for Industrial Facilities Exemption Certificate to December 1, 2014.
 - b. The second sentence in Section 16.A is revised to change the date that the first annual letter is due to February 20, 2016.

Notwithstanding anything to the contrary in the Agreement, including, without limitation, any exhibits, all deadlines for filing for the Act 198 tax exemption are hereby extended as set forth in this Section 1 of this Amendment.

2. Counterparts. This Amendment may be signed in counterparts, which together shall comprise a single agreement.

3. Miscellaneous. Except as modified in this Amendment, all the terms and conditions of the Agreement are ratified and remain in full force and effect. All capitalized terms used in this Amendment and not defined in this Amendment shall have the meaning given to them in the Agreement. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Amendment contains the entire agreement of the Parties regarding the subject matter of this Amendment, and all prior agreements concerning the subject matter of this Amendment, whether oral or written, are

merged into this Amendment. This Amendment may only be amended by a writing signed by all Parties.

IN WITNESS WHEREOF, this First Amendment to Real Estate Purchase and Development Agreement has been executed as of the date first written above.

CITY OF WYOMING BROWNFIELD REDEVELOPMENT AUTHORITY

KENDALL ELECTRIC, INC.

By _____
Tom Brann, Vice Chair & Acting Chair

By 
Gregory M. Kilby, Secretary and General Counsel

By _____
Heidi A. Isakson, Secretary

CITY OF WYOMING

By _____
Jack Poll, Mayor

And by _____
Kelli A. Vandenberg, Clerk

RESOLUTION NO. 24598

RESOLUTION TO APPROVE A REAL ESTATE AND DEVELOPMENT AGREEMENT
WITH KENDALL ELECTRIC, INC. AND TO AUTHORIZE THE MAYOR AND CITY
CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. The City of Wyoming Brownfield Redevelopment Authority owns the property now known as Site 36 and formerly known as the GM Stamping Plant.
2. Kendall Electric, Inc. has interest in purchasing and developing 7.30 acres of the site located at 3838 Clay Avenue SW.
3. In order to facilitate the purchase and development of this portion of the site, the attached Real Estate Purchase and Development Agreement has been drafted.
4. The sale of 3838 Clay Avenue shall be contingent upon the satisfactory completion and fulfillment of all conditions and attachments of this agreement, as determined by the Mayor and/or City Manager.
5. On September 10, 2013, the City of Wyoming Brownfield Redevelopment Authority approved the agreement with contingencies and authorized the execution of the agreement by its representatives.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are authorized to execute the attached Real Estate Purchase and Development Agreement contingent upon the satisfactory completion and fulfillment of all conditions and attachments.

Moved by Councilmember:		Bolt
Seconded by Councilmember:		Pastoor
Motion Carried	Yes	6
	No	0

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.



Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Real Estate Purchase and Development Agreement

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF
KENDALL ELECTRIC, INC.
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 294, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 24543 on July 15, 2013.
2. Kendall Electric, 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 294, with an estimated cost of \$5,560,144 for real property to be located at 3838 Clay Avenue SW.
3. Before acting on this application, the City Council held a public hearing on January 19, 2015, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were 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 November 25, 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 Kendall Electric, 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 294, to wit:

Address: 3838 Clay Avenue SW, Wyoming, MI 49548

Tax Parcel No.: 41-17-24-178-012

Legal Description:

PART E 1/2 E 1/2 NW 1/4 COM AT N 1/4 COR TH S 88D 04M W 163.4 FT ALONG N SEC LINE TH S 4D 32M 40S E 990.0 FT ALONG A LINE 100 FT W FROM /MEAS PERP TO/ W LINE OF PENN RR R/W /100 FT WIDE/ TO BEG OF THIS DESC - TH S 4D 32M 40S E 1089.82 FT TH S 88D 04M W 466.08 FT TO A PT 33 FT E FROM /MEAS PERP TO/ W LINE OF E 1/2 E 1/2 NW 1/4 TH N 4D 26M W PAR WITH SD E LINE 217.59 FT TH NELY 443.47 FT ON A 533.66 FT RAD CURVE TO RT /LONG CHORD WHICH BEARS N 19D 22M 23S E 430.82 FT/ TH N 43D 10M 45S E 134.26 FT TH NLY 421.36 FT ON A 595.22 FT RAD CURVE TO LT /LONG CHORD WHICH BEARS N 22D 53M 58S E 412.62 FT/ TO A PT 990 FT S FROM N SEC LINE TH N 88D 04M E 0.66 FT TO BEG * SEC 24 T6N R12W 7.42 A. SPLIT ON 11/28/2011 FROM 41-17-24-178-008, 41-17-24-178-009, 41-17-24-178-007, 41-17-24-178-003, 41-17-24-178-004;

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period of twelve (12) years.

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 January 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Memo
Purchase Agreement (excerpt)

Resolution No. _____

Staff Report

Date: December 18, 2014
Subject: Kendall Electric, Inc.
From: Jennifer Ballard, Administrative Assistant to the City Manager
Meeting Date: January 19, 2015

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Kendall Electric, Inc. based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Kendall Electric, Inc. has proven to be 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 Kendall Electric, Inc. and provide additional employment opportunities to the area.

Discussion:

Kendall Electric, Inc. has conducted business in the City of Wyoming for 14 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below by facility:

Address of project:	3838 Clay Ave SW Wyoming, MI 49548
Personal Property:	\$ 0.00
Real Property:	\$ 5,560,144.00
Estimated Jobs:	5 new jobs 97 retained jobs
Starting date of project:	May 2014

Kendall Electric, Inc. manufactures fire protection systems and operates a wholesale distribution center for process instrumentation and pipe, valve, and fitting products. Kendall intends to

construct a new building located on the property for the purposes of expanding Kendall's manufacturing and distribution activities. Company-wide, Kendall currently has 957 full-time employees. Upon completion of this project, Kendall's goal is to add five additional employees to the existing 97 retained employees to this Wyoming facility. Kendall's total investment is approximately \$6,238,102.00.

Budget Impact:

The estimated first year tax savings for Kendall Electric, Inc., which is located in the Godwin Heights school district, is \$67,664.31.

H. The Buyer shall pay for the Eligible Costs with its own funds and receive reimbursement from the Seller by available Tax Increment Revenues. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs under this Agreement. However, if for any reason, increased Tax Increment Revenues from the Project do not result in sufficient revenues to satisfy such obligations, the Buyer agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Seller and the Buyer shall assume the full risk of and responsibility for any such loss or costs.

I. If there is a change in law or another circumstance that materially adversely changes the effectiveness of the reimbursements to the Buyer provided under the Brownfield Plan and this Agreement and/or that materially adversely affects the amount of tax revenues (including any replacement tax revenues) collected by the City and/or the Seller, representatives of the parties shall, within 21 days of a written request by any affected party, meet to consider in good faith possible accommodations and/or accords that could address the situation(s) in a mutually beneficial and acceptable manner.

J. If, within 12 years of its first occupancy of the Property, the Buyer closes or substantially reduces its operations on the Property such that there are fewer than 50 full time equivalent employee positions on the Property during any 60 day period or for more than 90 total days in any calendar year, if demanded by a resolution of the City Council of the City, the Buyer shall repay the City the full amount of any Brownfield Reimbursements and any tax abatement the Buyer has received as described in this Section 15 or as otherwise provided by law.

K. All provisions of this Section 15 shall survive the Closing and remain in effect until the tax abatement is terminated and all obligations for reimbursements from Tax Increment Revenues are met.

16. Act 198 Tax Exemption. The Property lies within an industrial development district established by the City on July 15, 2013. Not later than February 1, 2014, the Buyer shall file with the City an "Application for Industrial Facilities Exemption Certificate," Michigan Department of Treasury Form 1012 (Rev. 5-07), seeking, pursuant to 1974 P.A. 198, as amended, MCL 207.551 *et seq.* ("Act 198"), an exemption of all real property taxes that would otherwise be levied against the Property. If the tax abatement is approved by the City Council and, subsequently, by the State Tax Commission, the following shall apply to that tax abatement and shall constitute the agreement required under Act 198.

A. No later than February 20 of the year following the year in which the tax abatement became effective and February 20 of each year thereafter that the Act 198 Exemption is in effect, the Buyer will file an annual letter certifying as of the previous December 31 the number of full-time equivalent jobs at the Property and an indication of the annual pay range (without revealing confidential information). The first letter will be due on February 20, 2015, and the last one will be due on February 20 following the year in which the exemption expires or is terminated. Each letter shall include a certification that its contents are true to the best knowledge of the person signing the letter.

B. The City Council may revoke the Act 198 Exemption if the Project on the Property has not been completed as provided in Section 14 of this Agreement or if the Buyer has failed to create or maintain the jobs as required in Section 14 of this Agreement.

C. If, during the period of time that the Act 198 Exemption is in effect, the Buyer fails to create or maintain the jobs on the Property as required by Section 14 of this Agreement then the City Council may require the Buyer to pay to the City the total amount of the taxes that would have been paid if the tax abatement had not been granted, which amount will be distributed to all taxing units on a *pro rata* basis looking at their respective tax levies in the year said payment is made.

D. If the City Council wishes to consider a resolution seeking the revocation of the tax abatement or consider recovering the abated taxes, the City shall provide the Buyer written notice of the meeting at which such a resolution will be considered and an opportunity to address the City Council prior to formally considering any such action.

E. All provisions of this Section 16 shall survive the Closing and shall remain in effect until 2 years after the tax abatement expires.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and it supersedes all other agreements between the parties regarding its subject matter. Any waiver, alteration or modification of this Agreement will not be valid unless in writing and duly executed by both parties.

18. Interpretation. Both parties had input into the drafting of this Agreement and had the advice of legal counsel before entering into this Agreement. Therefore, this Agreement shall be construed as mutually drafted. The captions are only for reference and shall not affect the interpretation of this Agreement. However, the recitals are an integral part of this Agreement. Whenever an officer is mentioned by title in this Agreement, it shall be construed as meaning that officer or his/her designee or, if the office is abolished or duties transferred to another officer, to the officer to whom such duties are assigned.

19. Assignment and Benefit. No party may assign this Agreement or any rights, duties or obligations under this Agreement without the express, prior written authorization of the other party following action by such party's governing body. Such authorization shall not be unreasonably withheld, delayed or conditioned. This Agreement shall be binding on the parties and their permitted successors and assigns. However, no other parties are intended to benefit from or be beneficiaries of this Agreement. Notwithstanding the foregoing, Buyer shall have the right, without Seller's consent, to assign this Agreement to an entity that controls, is controlled by or under common control with Buyer.

20. Further Documents. Should further documentation reasonably be needed to effectuate the provisions and intent of this Agreement, each party shall sign and deliver such further documents as are reasonably needed without undue delay or conditions.

21. Governing Law; Severability. This Agreement will be governed by the laws of the State of Michigan, without regard to its conflicts of law principles. If any term or provision of this Agreement or the application of any term or provision to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or enforceable will not be affected, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

22. Jurisdiction. Jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement shall be solely in the state courts in Kent County Michigan. To the extent not

prohibited by law, the prevailing party in any such action shall, in addition to any other remedies, be entitled to recover its actual costs incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings, which costs shall include, without limitation, actual, reasonable attorney fees, expert fees, filing fees, discovery costs, travel expenses, and other cost resulting from such action.

23. Notices. All notices required under this Agreement must be in writing and will be deemed to have been received, and therefore given, (1) when delivered personally, (2) the actually delivered after mailing first class certified mail, return receipt requested, with postage prepaid, through the United States Postal Service, or (3) the first business day after deposit with a national overnight courier service with next day delivery requested, addressed to the party to be so notified as follows:

To Seller:

City of Wyoming Brownfield
Redevelopment Authority
1155 28th Street SW
Wyoming, MI 49509
Attn: City Manager

To Buyer:

Kendall Electric, Inc.
5101 S. Sprinkle Road
Portage, MI 49002
Attn: President

Any party may at any time change its address for notice to it by notice to the other party.

24. Counterparts & Facsimile. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this Agreement, as well as on any other documents to be executed under this Agreement, may be delivered by facsimile or electronic mail in lieu of an original signature, and the parties will treat facsimile signatures and electronic mail signatures as original signatures, and be bound by this provision.

The Buyer and the Seller have signed this Agreement as of the date first written above.

CITY OF WYOMING BROWNFIELD
REDEVELOPMENT AUTHORITY

STATE OF MICHIGAN
COUNTY OF KENT

By: Tom Brann
Tom Brann, Vice Chair & Acting Chair

By: Barbara VanDuren
Barbara VanDuren, Secretary

On Oct. 21, 2013, Tom Brann and Barbara VanDuren, who are personally known to me as the Vice Chair and Secretary, respectively, of the Brownfield Redevelopment Authority of the City of Wyoming, Michigan, appeared before me and acknowledged their signatures on behalf of that authority.

Kelli Vandenberg
*
Notary Public, ^{Allegan} Kent County, MI
Acting in Kent County, MI
My commission expires: 2/9/2015

Kelli Vandenberg
Notary Public, Allegan County, MI
My Commission Expires 2/9/2015

KENDALL ELECTRIC, INC.

By: [Signature]
James L. Treadwell, Vice President of Finance
and Treasurer

COURTNEY OLSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KALAMAZOO
My Commission Expires September 6, 2017
Acting in the County of Kalamazoo

STATE OF MICHIGAN
COUNTY OF KENT

On Oct 15th 2013, James L. Treadwell, who is personally known to me as the Vice President of Finance and Treasurer of Kendall Electric, Inc. appeared before me and acknowledged he signature on behalf of that corporation.

[Signature]
*
Notary Public, Kalamazoo ~~Kent~~ County, MI
Acting in Kalamazoo ~~Kent~~ County, MI
My commission expires: 9-6-2017

CITY OF WYOMING

By: [Signature]
Jack Poll, Mayor
By: [Signature]
Heidi Isakson, Clerk

RHONDA L. GALLIGAN
NOTARY PUBLIC
KENT COUNTY
NOVEMBER 21, 2014

Drafted by:
Scott G. Smith
Clark Hill PLC
200 Ottawa Ave, NW, Suite 500
Grand Rapids, MI 40503

STATE OF MICHIGAN
COUNTY OF KENT

On Oct 17th 2013, Jack Poll and Heidi Isakson, who are personally known to me as the Mayor and Clerk, respectively, of the City of Wyoming, Michigan, appeared before me and acknowledged their signatures on behalf of the City.

[Signature]
*
Notary Public, Kent County, MI
Acting in Kent County, MI
My commission expires: 11-21-2014

When recorded, return to:
Scott G. Smith
Clark Hill PLC
200 Ottawa Ave, NW, Suite 500
Grand Rapids, MI 40503

No transfer tax is due for this document because no interest in real property is conveyed by this document.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE WRITE-OFF OF
DELINQUENT 2008 CITY PROPERTY TAXES

WHEREAS:

1. Delinquent personal property taxes remain outstanding for the 2008 tax year.
2. Per Public Act 206 (Property Tax Act) of the State of Michigan, delinquent personal property taxes that have been outstanding five years or more may be written off.
3. The City Treasurer's Office has made a diligent attempt to collect the outstanding balances and believes that the delinquent amounts will not be recovered.
4. The City Treasurer's Office is requesting City Council to approve the write-off of \$2,094.71 in delinquent 2008 personal property ad valorem and IFT taxes.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby authorizes the write-off of \$2,094.71 in delinquent 2008 personal property taxes.

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 January 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
2008 Delinquent Personal Property Tax List

Staff Report

From: Andrea Boot, Treasurer's Office
Date: January 14, 2015
Subject: Write-off of 2008 Delinquent Personal Property Taxes
Meeting Date: January 19, 2015 Council Meeting

Recommendation:

Staff recommends that the City Council approves the write-off of 2008 delinquent personal property taxes in the amount of \$2,094.71 pursuant to Public Act 206 (Property Tax Act)

Sustainability Criteria:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Does not significantly impact this criterion.

Discussion:

According to PA 206 (Property Tax Act) 211.56a, delinquent personal property taxes may be written off after being delinquent for five years. The write-off procedure requires a resolution from each taxing jurisdiction granting its permission. I am seeking permission to write off the delinquent 2008 city ad valorem and IFT taxes in the amount of \$2,094.71. An itemized listing is attached for your reference. Once City Council has passed a resolution, the documentation must be approved by the District Court. Rather than burden the Court with petitions from each jurisdiction, the Kent County Treasurers Association compiles the resolutions from each unit and presents it as one approval by the Judge.

Budget Impact:

This write-off will reduce the overall City tax revenue by \$2,094.71.

01/12/2015
 10:59 AM
 By: shaffert

DELINQUENT TAXES DUE FOR KENT COUNTY

Page: 1/1
 DB: Wyoming

Tax Year: 2008 Calculated As of: 1/12/2015
 POPULATION: All Records

Owner Parcel #	Tax Year	Tax Due	Intrst Due	Admin Due	Penalty	Other Fees	Total Due
NEXTEL COMMUNICATIONS INC MI15 201 MISSION ST STE 1400 SAN FRANCISCO CA 94105 41-17-34-300-801	2008	1,228.39	102.85	12.27	1.35	0.00	1,344.86
ALVAN MOTOR FREIGHT PO BOX 757 Ortonville MI 48462 41-50-93-053-500	2008	2.35	1.67	0.02	0.07	0.00	4.11
ARTEC BUILDING PRODUCTS 3971 EASTERN AVE SE WYOMING MI 49548 41-50-93-074-475	2008	70.54	50.08	0.70	2.12	0.00	123.44
FLAHERTY CRANKSHAFT SERVICE 2652 THORNWOOD ST SW WYOMING MI 49509 41-50-93-459-200	2008	13.74	9.76	0.13	0.41	0.00	24.04
HAIR CREATIONS 1851 44TH ST SW #M WYOMING MI 49509 41-50-93-593-500	2008	59.60	42.32	0.59	1.79	0.00	104.30
LAKE TIRE SERVICE/JENMARK CO 5750 CLAY AVE SW WYOMING MI 49509 41-50-93-787-550	2008	531.67	31.90	5.31	0.00	0.00	568.88
MICH TRAILER PARTS INC 7660 S DIVISION AVE STE B WYOMING MI 49548 41-50-93-918-000	2008	663.73	111.39	6.63	3.30	0.00	785.05
FIVE STAR REALTY 3543 BURLINGAME AVE WYOMING MI 49509 41-50-93-985-086	2008	6.77	4.81	0.06	0.20	0.00	11.84
RIGHT SOURCE LLC 4245 CLAY AVE SW WYOMING MI 49548 41-50-93-985-198	2008	278.22	171.20	2.77	7.13	0.00	459.32
CABINETS HOME SPECIALISTS 1515 BURLINGAME AVE SW WYOMING MI 49509 41-50-93-985-402	2008	709.54	61.75	7.09	0.89	0.00	779.27
PINNACLE GLASS 3660 EASTERN AVE SE WYOMING MI 49548 41-50-93-985-716	2008	6.58	4.67	0.06	0.20	0.00	11.51
ANDICOTT 4950 WILSON AVE SW WYOMING MI 49418 41-50-93-985-743	2008	208.66	18.85	2.07	0.29	0.00	229.87
ASE 1310 ALPINE AVE NW GRAND RAPIDS MI 49504 41-50-93-985-915	2008	150.98	25.34	1.50	0.75	0.00	178.57
J & B MUFFLER & TIRE SOLUTION 211 BURTON ST SW GRAND RAPIDS MI 49507 41-50-93-985-930	2008	119.21	20.01	1.18	0.59	0.00	140.99
PHELPS, ROSIE & JAMES 3536 S DIVISION AVE WYOMING MI 49548 41-50-93-985-937	2008	19.77	14.04	0.19	0.59	0.00	34.59
PAT'S HEALTH CORNER 2575 28TH ST SW WYOMING MI 49519 41-50-93-986-054	2008	102.82	9.41	1.01	0.15	0.00	113.39
ALL PERFORMANCE RECRUITING 1505 44TH ST SW WYOMING MI 49509 41-50-93-986-068	2008	522.50	47.79	5.22	0.76	0.00	576.27
GIANNI INC 3321 GREENFIELD RD DEARBORN MI 48120 41-50-93-986-384	2008	327.92	58.93	3.27	1.81	0.00	391.93
CHEMNIN'S SHOE OUTLET 1224 28TH ST SW PP WYOMING MI 49509 41-50-93-986-680	2008	1.41	1.00	0.02	0.04	0.00	2.47
EXIT SUCCESS REALTY 1009 44TH ST SW PP WYOMING MI 49509 41-50-93-986-688	2008	319.79	227.05	3.19	9.59	0.00	559.62
LA INSURANCE AGENCY 125 LLC 4390 CLYDE PARK AVE SW WYOMING MI 49509 41-50-93-986-802	2008	67.21	12.07	0.66	0.37	0.00	80.31
BUFFETS OF WYOMING PO BOX 21388 EAGAN MN 55121-0388 41-50-93-994-360	2008	4,033.00	370.34	40.31	5.92	0.00	4,449.57
PREMIER BLDG PRODUCTS INC 2630 SANFORD AVE SW GRANDVILLE MI 49418 41-50-93-994-905	2008	374.38	34.25	3.74	0.54	0.00	412.91
VALUE CITY DEPT STORE PO BOX 802206 DALLAS TX 75380 41-50-93-996-760	2008	188.37	133.74	1.88	5.65	0.00	329.64
WEST MICH INDUSTRIAL SALES 3415 ROGER B CHAFFEE SE 2 WYOMING MI 49548 41-50-93-997-180	2008	1,434.82	240.80	14.34	7.14	0.00	1,697.10
2008	25	11,441.97	1,806.02	114.21	51.65	0.00	13,413.85
DLQ PARCEL COUNT	25	11,441.97	1,806.02	114.21	51.65	0.00	13,413.85

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE A CONTRACT AMENDMENT
WITH HABITAT FOR HUMANITY OF KENT COUNTY

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. On July 1, 2014, the City of Wyoming entered into an agreement with Habitat for Humanity of Kent County for single family owner-occupied households in the Godfrey-Lee Neighborhood Area for low/moderate-income homeowners.
3. Since the magnitude of need in this particular area is greater than anticipated, specifically for emergency furnace and roof repair/replacements, Habitat for Humanity of Kent County has requested the contract be amended to allow not only exterior home improvements, but also other needed minor home improvements.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into a contract amendment with Habitat for Humanity of Kent County, to allow not only exterior home improvements, but also other needed minor home improvements. The total contract amount of \$15,000.00 remains the same.

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 January 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: January 14, 2015

Subject: Habitat for Humanity of Kent County 2014-2015 Contract Amendment

From: Rebecca Rynbrandt, Director of Community Services

Cc: Ivor Thomas, Habitat for Humanity of Kent County

Meeting Date: January 19, 2015

RECOMMENDATION:

It is recommended the Wyoming City Council authorize an agreement amendment with Habitat for Humanity of Kent County, amending the contract to allow not only exterior home repairs, but also other needed minor home improvements. The total contract amount of \$15,000.00 remains the same.

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 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. On July 1, 2014, the City of Wyoming entered into an agreement with Habitat for Humanity of Kent County to fund exterior home repairs to single family owner-occupied households in the Godfrey-Lee Area for low/moderate-income homeowners. Since the magnitude of need in this particular area is greater than anticipated, specifically for emergency furnace and roof repair/replacements, Habitat for Humanity of Kent County has requested the contract be amended to allow not only exterior home improvements, but also other needed minor home improvements.

BUDGET IMPACT:

The approved contract is in the amount (not to exceed) \$15,000.00. The contract amount will remain the same.



January 7, 2015

Rebecca Rynbrandt, Director of Community Services
City of Wyoming Planning and Development
1155 28th Street SW
Wyoming, MI 49509

Dear Ms. Rynbrandt,

I am writing to request an amendment to the contract between Habitat for Humanity of Kent County (Habitat Kent) and the City of Wyoming for the 2014-2015 Community Development Block Grant (CDBG) Program.

On July 1, 2014, Habitat Kent entered into an agreement with the City of Wyoming to perform a minimum of eight (8) exterior home repairs in the Godfrey-Lee neighborhood. Since the need for repairs in the neighborhood during the program year to date have varied notably from our initial projections in both project type and scope, we are requesting that our contract be amended to reflect the following:

- 1) That the contract will allow not only exterior home repairs, but any necessary minor home repairs
- 2) That the contract will require the completion of approximately five (5) home repair projects, rather than a minimum of eight (8) projects, to allow for the inclusion of repair projects that exceed the initial maximum allowable scope of \$2,500 per household

Thank you for your attention to this request and for your continued partnership with Habitat for Humanity of Kent County.

Sincerely,

A handwritten signature in blue ink that reads "Mary Buikema".

Mary Buikema
Executive Director
Habitat for Humanity of Kent County



**CONTRACT AMENDMENT BETWEEN
THE CITY OF WYOMING
AND
HABITAT FOR HUMANITY OF KENT COUNTY
JULY 1, 2014 THROUGH JUNE 30, 2015**

THIS CONTRACT AMENDMENT, is entered into this _____ day of _____, 2015, 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 **Habitat for Humanity of Kent County**, 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 minor home repairs to single family owner-occupied households in the Godfrey-Lee Neighborhood Area for low/moderate-income homeowners. The Godfrey-Lee Neighborhood Area is located within Census Tracts 133-1 and 133-2, bounded on the North by the City Limits, on the East by Clyde Park Avenue, on the South by Burton Street and on the West by Burlingame Avenue.

SECTION 2 - GENERAL PROVISIONS FOR REPAIR PROGRAM:

1. The Contractor shall accept all requests from eligible persons desiring home repair assistance. The Contractor shall investigate the nature of the assistance desired and needed, shall take an application for said assistance, or place the request on a waiting list. When demand for the repair 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 the repair 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 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 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 the repair program shall be 80% of area median income as calculated by the Federal Government.
6. The Contractor shall be properly licensed to provide the services required by this Contract. The Contractor and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Contractor agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Contractor's area of Contract activities.
8. The Contractor shall maintain insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils, subject to City approval.
9. The Contractor may provide up to 22 hours of on-the-job training in the repair program 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 home repair services, including labor and materials of subcontracted repairs, to approximately 5 homes of low/moderate-income homeowners, not to exceed the total contract amount. 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. Attention should also be paid 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 Habitat for Humanity 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 services under this Contract shall be \$15,000.00 except as revised by Sections 12, 13, and 14.
2. The Contractor shall service the homes of eligible owner-occupants up to a maximum of \$2,500.00 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 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 – WARRANTY/APPEAL:

1. Contractor home repair 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

SECTION 3 - MINOR HOME REPAIR PROGRAM:

1. The Contractor shall provide minor home repair services, including labor and materials of subcontracted repairs, to approximately 8 homes of low/moderate-income homeowners, not to exceed the total contract amount. 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. Attention should also be paid 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 Habitat for Humanity 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 services under this Contract shall be \$15,000.00 except as revised by Sections 12, 13, and 14.
2. The Contractor shall service the homes of eligible owner-occupants up to a maximum of \$2,500.00 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 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 – WARRANTY/APPEAL:

1. Contractor home repair 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 home repair recipient a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. 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.

SECTION 5 - 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 6 - 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. 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.

SECTION 7 - 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 home repair program.

SECTION 8 - 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 9 - 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-Habitat for Humanity

Project Description – Low/moderate-income households have affordable needed housing repairs with the Godfrey-Lee Neighborhood Area

Project Funding - \$15,000.00

SECTION 10 - 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 11 - 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 12 - 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 Fifteen Thousand and 00/100 dollars (\$15,000.00) from the City's Community Development Block Grant funds for the home repair program.
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 Fifteen Thousand and no/100 dollars (\$15,000.00) 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 13 - 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 30.

SECTION 14 - 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 15 - 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 16 - 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 17 - 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 18 - 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 19 - 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 20 - 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 21 - 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 22 - "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 23 - 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 24 - 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 25 - 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 26 - 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 27 - 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 28 - 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 29 – 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 30 - 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 31 – REVERSION OF ASSETS:

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

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

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor Date

By: _____
Kelli A. VandenBerg, City Clerk Date

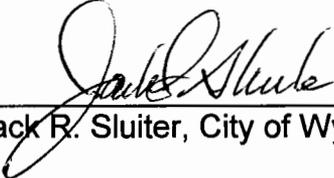
HABITAT FOR HUMANITY OF KENT COUNTY

By: _____
Julie Towner, Chairperson Date

By: _____
Mary Buikema, Executive Director Date

Period: July 1, 2014 through June 30, 2015
Page 17

Approved as to form:



Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE FISHBECK, THOMPSON, CARR & HUBER, INC. TO DESIGN A BRINE MANUFACTURING FACILITY AND COVERED LOADING AREA

WHEREAS:

1. Wyoming operates and maintains 250 miles of street, including the removal of snow and ice with deicing salt.
2. Wyoming can reduce its cost of deicing materials through the use of salt brine manufacturing and application equipment.
3. Wyoming is in need of professional architectural and engineering services to design a brine manufacturing facility and covered loading area.
4. Fishbeck, Thompson, Carr and Huber, Inc. submitted the best and least costly proposal for said professional services at an estimated cost of \$100,400.
5. Money for this work was budgeted in the Motor Pool Fund but the cost is more appropriately financed from the Major and Local Street Funds.
6. Sufficient funds are available in the Major and Local Street Funds, however a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes Fishbeck, Thompson, Carr and Huber, Inc. to design a brine manufacturing facility and covered loading area for an estimated amount of \$100,400.
2. The City Council approves 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 January 19, 2015.

Kelli A.VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Agreement

CITY OF WYOMING BUDGET AMENDMENT

Date: January 19, 2015

Budget Amendment No. 040

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$100,400 of budgetary authority to provide funding for architectural and engineering services to design a brine manufacturing facility and covered loading area as per attached Resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Major Streets Fund</u>				
Public Works - Winter Maintenance - Capital Outlay Salt Building Retrofit 202-441-47800-985.007	\$0	\$75,300		\$75,300
Fund Balance (202)			\$75,300	
<u>Local Streets Fund</u>				
Public Works - Winter Maintenance - Capital Outlay Salt Building Retrofit 203-441-47800-985.007	\$0	\$25,100		\$25,100
Fund Balance (203)			\$25,100	

Recommended: _____
 Finance Director City Manager

Motion by Councilmember _____, seconded by Councilmember _____
 that the General Appropriations Act for Fiscal Year 2014-2015 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

 City Clerk

STAFF REPORT

DATE: December 3, 2014

SUBJECT: Winter Operation Improvements

FROM: W. Scott Zastrow, Assistant Director of Public Works

Date of Meeting: January 19, 2015

RECOMMENDATION

It is recommended that the City Council authorize Fishbeck, Thompson, Carr & Huber, Inc. to design a brine manufacturing facility and covered loading area.

SUSTAINABILITY CRITERIA

Environmental Quality

The City of Wyoming is ardently involved in the protection of Michigan's natural resources and the public's health and welfare through the appropriate use of deicing chemicals. The use of brine or liquid salts has been proven to reduce the salt released to the environment by up to 30%.

Social Equity

To insure the streets within the City of Wyoming are safe for the traveling public during the winter months, the Public Works Department applies deicing salts to the streets surfaces. The deicing salts are used throughout the City without regard to the income or socio-economic status.

Economic Strength

The use of deicing salts allows the Public Works Department to provide safe street systems. Safe street systems sustain public and private property values.

DISCUSSION

Wyoming currently treats the streets in the same manner they were treated thirty years ago. Over the last eight years, Wyoming has been attempting to reduce the amount of deicing salt placed on the streets; reducing the amount of deicing salt from approximately 11,000 tons to 6,000 tons per year. Because of the limitations of the existing equipment, Wyoming has reached the limits to which additional reductions can be achieved.

Modern deicing and anti-icing trucks are equipped with liquid brine in addition to deicing salt. The trucks are able to apply liquid brine directly to the street for anti-icing or rapid deicing. The City of Wyoming's existing fleet of salt spreaders lacks the ability to be retrofitted with brine tanks and feed systems.

The use of pre-storm anti-icing practice retards snow and ice from bonding to pavement by applying liquid brine to the pavement prior to a storm. As the liquid brine dries, a salt residual is left on the pavement. The salt residual will melt the snow on contact and retard the bonding of snow and ice to the pavement. Studies have shown that ten times as much deicing salt is required to deice pavement versus appropriate anti-icing practices combined with mechanical snow removal.

Ideally, Wyoming would like to treat all of the major streets with deicing salt as soon as the snow makes contact with the pavement. With over seventy-six miles of major streets, treating all of the streets at the same time is impractical. Anti-icing practices would provide time to respond to winter storms and reduce the chance of snow and ice bonding to the pavement, thus reducing the amount of deicing salt required to maintain the streets.

During a storm, combining liquid brine with deicing salt allows the salt to begin deicing immediately. American Public Works Association studies have shown that utilizing liquid brine with deicing salt will reduce the overall consumption of the deicing salt by up to thirty percent. During the winter of 2013-2014, Wyoming distributed 9,000 tons of deicing salt. With a modern fleet, the city could have saved up to \$175,000. During a normal winter, Wyoming distributes approximately 6,000 tons of deicing salt. With current deicing salt prices at \$66.62 per ton, a deicing salt reduction of thirty percent would save the city approximately \$120,000.

In addition to modernizing the truck fleet, Wyoming needs to identify a cheap and reliable source of liquid brine. The city could purchase mineral brine from well companies, but there are concerns about the specific compounds in their mineral brine. Well companies are currently selling mineral brine at \$ 0.40 per gallon

As an alternate source, Wyoming could purchase a liquid brine manufacturing unit and utilize the deicing salt the department currently purchases in cooperation with at least six other agencies in Kent County. With a manufacturing unit, Wyoming could produce the liquid brine for approximately \$ 0.13 per gallon.

Through discussions with other Grand Rapids metro communities, there is a common need for liquid brine amongst the Kent County Road Commission, City of Grand Rapids, City of Kentwood and City of Walker. Brine manufacturing units come in one size and would easily supply the needs of all five communities. Should the other communities purchase liquid brine from Wyoming, the time required for a full return on the investment would be reduced.

BUDGET IMPACT

The total estimated cost to design and construct a brine manufacturing facility and upgrade eight salt spreader bodies is \$700,000-800,000. With a savings of approximately \$120,000 per year, this cost can be recovered in less than seven years.

In June of 2014, proposals to design the brine manufacturing facility and covered loading area were requested from Fishbeck, Thompson, Carr, and Huber, Inc.; Hubbell, Roth, & Clark, Inc., and Prein and Newhof. Fishbeck, Thompson, Carr, and Huber, Inc. was the most qualified firm based on their previous work on related liquid brine manufacturing facilities and submitted the least costly proposal.

AGREEMENT

This Agreement made this _____ day of _____, 2015 between the City of Wyoming, a municipal corporation of 1155 - 28th Street SW, Wyoming, Michigan 49509 (hereinafter "City") and Fishbeck, Thompson, Carr & Huber, Inc., a corporation having an office located at 1515 Arboretum Drive, SE, Grand Rapids, MI 49546 (hereinafter "Consultant") the terms of which are as follows:

1. The City hereby hires Consultant to provide engineering services for the City in accordance with the proposal dated June 16, 2014, which is hereby incorporated by reference.
2. The Agreement shall be for a period of twelve months commencing upon execution of the Agreement. This Agreement may be extended by mutual agreement of the parties.
3. Payment shall be made in accordance with the proposal and upon billing for work completed, approximately \$100,400.
4. The City may terminate the Agreement upon 30 days written notice. Upon termination or completion of this contract and at all times during the term of the contract, all work done by Consultant under this contract shall be the property of the City.
5. Consultant is an independent contractor and the City is hiring Consultant for professional services. All officers, agents and employees of Consultant shall at all times be considered employees of Consultant and not of the City.
6. This Agreement contains the entire Agreement between the parties and may not be modified except in writing by mutual consent.

CITY OF WYOMING

FISHBECK, THOMPSON, CARR & HUBER, Inc.

By: _____
Jack A. Poll
Its Mayor

By: _____

By: _____
Kelli A. Vandenberg
Its City Clerk

Approved:

Jack R. Sluiter
City Attorney



June 16, 2014

Mr. Scott Zastrow, PE
Assistant Director of Public Works - Maintenance
City of Wyoming
2660 Burlingame Avenue, SW
Wyoming, MI 49509

Re: Request for Proposal (RFP) for City of Wyoming Brine Manufacturing and Covered Loading Addition

Dear Scott:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to submit the following proposal to provide professional architectural and engineering services in connection with the proposed brine manufacturing and covered loading project for the City of Wyoming Department of Public Works (DPW). We appreciate the opportunity to further your usage and development of this innovative technology to improve road conditions and reduce salt usage.

Statement of Understanding

Following our review of the project description included in your RFP, and our subsequent meeting and tour of the site and existing salt dome on May 22, we have developed an understanding of the project's needs and goals.

In order to enhance the City's brine blending operation for winter road maintenance and support a cooperative agreement with Kent County and other area municipalities, the City intends to design and construct a pre-engineered structure located adjacent to the existing salt storage dome to house brine blending and dispensing equipment and a series of nine tanks with storage capacities, ranging from 3,000 to 10,000 gallons located within a containment area. The brine blending and dispensing system will be BrineXtreme Ultimate supplied by Henderson Products of Manchester, Iowa. The addition will be sized to accommodate the loading and unloading of trucks within the enclosure, and provide access to the existing salt dome for unloading of semi-truck train trailers.

Relevant Experience

FTCH is currently working on a similar brine manufacturing addition for the Farmington Hills DPW facility which involves blending, storage, and dispensing operations for the City and neighboring communities. The project is being administered by Oakland County as a part of a regional water improvement project, and has currently completed the bidding phase, with construction anticipated to begin soon.

In addition, FTCH has a strong background in the planning and design of municipal vehicle storage and maintenance facilities with involvement in over 20 projects totaling more than \$50 million in new construction and renovation. Our experience includes projects for the Cities of Lansing, Marshall, and Howell; Van Buren County Road Commission, and Cass County Road Commission where integrated design and construction management services for a series of additions and renovations were provided. Our process department is also experienced in designing unique piping systems similar to the proposed brine blending and distribution,

including the Farmington Hills DPW project and recent double-walled tanks and feed system for de-icing chemicals at Grand Valley State University.

Scope of Services and Professional Fees

FTCH will provide the full range of architectural and engineering design services as outlined in the RFP and as indicated below including schematic design, design development, construction documents, bidding and permitting assistance, and construction contract administration. Services will also include design and engineering of process systems in connection with Henderson Products blending and dispensing equipment.

<u>Phase of Service</u>	<u>Fee</u>
Schematic Design	12,900
Design Development	18,500
Construction Documents	44,500
Bidding and Permitting	3,700
<u>Construction Contract Administration</u>	<u>17,300</u>
Total – Professional Labor	\$96,900
<u>Reimbursable Expense Allowance</u>	<u>1,500</u>
Total Fee	\$98,400

Additional services, as outlined below, can also be provided, if and as needed.

- Site survey, environmental investigations, utility relocation or extension, and landscape design
- Coordination of multiple-bid packages (in lieu of one comprehensive bid package)
- LEED administration and certification

Preliminary Schedule

We understand the desire to complete design and begin construction of the brine manufacturing and covered storage building as soon as possible, and to ideally complete the project in time for use this fall. Our architectural and engineering team is available to begin work immediately. Based on a contract award of July 1, and an approximate schedule of three weeks for schematic design and design development each, six weeks for construction documents, and one week owner review periods for each phase, bidding could occur in early October. Allowing four weeks for bidding and negotiating, preliminary site work could begin in early November with delivery of the pre-engineered steel package in January. While the project could be constructed through the winter season, it would represent an operational challenge to maintain truck access to the salt dome for deliveries during construction.

It would be our recommendation that a member of our construction management group prepare a detailed design and construction schedule for review and discussion at the kick-off meeting to explore opportunities to deliver the project as early as possible, but that a winter bidding and spring construction start should be considered as a possible alternative.



Optional Integrated Project Delivery

As a full-service architectural, engineering and construction management firm, FTCH can provide an integrated design and construction management approach to project delivery. This unique delivery model offers a number of advantages to the City including early involvement of our construction professionals and providing a single source of responsibility for the entire project, from concept to completion. We have provided our integrated approach on over \$100 million of construction on a number of municipal projects, including the brine manufacturing addition to the Farmington Hills DPW facility, currently in process.

The resources of our in-house construction professionals also ensure accurate cost estimates and scheduling control throughout the course of the project. Having a member of our construction services department onsite throughout the construction process provides enhanced communication and coordination between our construction manager, the design team, and owner. It can also result in a savings to our architectural/engineering fees during the construction phase of the project as a result of our full-time construction representation.

Over the course of FTCH's years of experience, our team has come to understand key building and site design issues in connection with facilities similar to the proposed brine manufacturing and covered loading addition. We are confident in our ability to work with the City of Wyoming, successfully designing and implementing your project and look forward to the opportunity to do so. Please contact our office if you have questions or require any additional information regarding our proposal.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, reading "Daniel E. Durkee". The signature is stylized and written in a cursive-like font.

Daniel E. Durkee, AIA, LEED® AP

A handwritten signature in black ink, reading "Brian D. Phillips". The signature is stylized and written in a cursive-like font.

Brian D. Phillips, P.E., LEED® AP

slr
Attachments

BrineXtreme





RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FROM
PARKWAY ELECTRIC FOR THE REPLACEMENT AND INSTALLATION
OF THE WATER TREATMENT PLANT'S DC BATTERY BANK

WHEREAS:

1. As detailed in the attached Staff Report from the Utilities Department quotations were requested for the replacement of the Water Treatment Plant's bank of sixty dc batteries, battery rack, battery charger and containment of the battery system.
2. It is recommended that the City Council accept the low quotation from Parkway Electric at a total cost of \$34,200.00.
3. Adequate funds for the replacement and installation of the battery bank are budgeted and available in account number 591-591-57300-986478.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept a quotation from Parkway Electric for the replacement and installation of the Water Treatment Plant's DC Battery Bank in the total \$34,200.00.
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 procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 19, 2015.

ATTACHMENTS:
Staff Report
Quotations

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: January 12, 2015
Subject: Replacement of D. C. Battery Bank
From: Rick Velderman, Maintenance Supervisor
Meeting Date: January 19, 2015

Recommendation:

It is recommended that the City Council authorize Parkway Electric to replace the Water Treatment Plant's bank of sixty DC batteries, battery rack, battery charger, and containment of the battery system for the cost of \$34,200.00.

Sustainability Criteria:

Environmental Quality – These batteries control the large discharge valves on the ten high service pumps at the Water Treatment Plant in Holland. Timely replacement and safe disposal of lead-acid batteries can prevent environmental damage as well as protect the public health.

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

Economic Strength – By replacing these batteries before a complete failure by a qualified firm and to have this job completed before the higher water demands this summer will insure that we get the best value for this necessary service. This results in the lowest rate possible for our residents and customers.

Discussion:

There are sixty lead-acid deep cell batteries in the pump room at the Water Treatment Plant in Holland. These batteries supply 120-volt DC power to the discharge valve actuators on the ten high service pumps in the pump room that pump water to Wyoming and all the Wholesale Customers. These batteries are more than twenty years old and have come to the end of their useful life.

With this in mind, we have requested quotes from area contractors and received the following:

Parkway Electric	\$34,200.00
Windemuller Electric	\$38,390.00

We have worked with Parkway Electric on many other projects and they were the contractor that replaced the battery bank at the Gezon Booster Station about six years ago. Our recommendation is to authorize Parkway Electric to install the battery bank, battery rack, battery charger, and containment at a cost of \$34,200.00.

Budget Impact:

We have budgeted sufficient funds in account 591-591-57300-986.478 for the replacement of this equipment.

cc: B. Dooley
M. Erickson





POWER COMMUNICATIONS CONTROLS

12/2/2014

Rick Velderman
City of Wyoming - D. K. Shine
16700 New Holland
Holland, MI 49424
616-669-5290
rvelderman@ci.wyoming.mi.us

Quote Number: 14WZ093

Re: New batteries, charger and stand

Dear Rick,

Thank you for the opportunity to provide City of Wyoming - D. K. Shine with this quote.

Scope of Work

We will relocate the existing batteries on wood skids to the left of the existing place and reconnect them for your D.C. power. We then will install the new spill containment pan, new racks, new batteries and new charger in the existing place.

Pricing

We will do this project for the sum of \$34,200.00

If paying via credit card a 3% processing fee will be added.

The quoted price includes sales, use excise or other similar taxes.

Quotation Terms & Conditions

This quotation is subject to the Parkway Electric & Communications LLC standard terms and conditions, and is valid for 30 days. For a complete listing of the Parkway standard terms and conditions, please refer to the "terms" link located on our website at www.parkwayelectric.com

11952 James Street
Holland, MI 49424

www.parkwayelectric.com
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WINDEMULLER

1176 ELECTRIC AVENUE
WAYLAND, MI 49348
PHONE: 616.877.8770
FAX: 616.877.8700
WINDEMULLER.US

December 23, 2014

Mr. Rick Velderman
City of Wyoming
16700 New Holland Street
Holland MI, 49424

PROJECT: New Battery bank and charger for valve controls.
PROJECT #TJV14-105

Dear Rick,

This proposal is for labor, material and equipment to complete the following:

- Disconnect and re-locate the existing battery bank and temporarily re-connect to keep system functional.
- Furnish and install a new Alpha battery bank system including 60 AIP's flooded lead acid batteries, Alpha-Rac standard Battery rack, AIP Spill containment system, and SCR Controlled fully Automatic Spectra Battery Charger.
- After new battery system is installed, disconnect the old battery system and re-connect wiring to the new system.
- Remove old batteries and equipment from site and dispose.

Notes:

1. Price is based on normal working hours
2. Equipment lead times: Batteries 12- 14 weeks, Charger 6-8 weeks, Racks 6-to 8 weeks.

Total cost for the above described work is **\$38,390.00**. This proposal is valid for 30 days.

Thank you for the opportunity to provide a proposal for your requirements. If you have any questions, please feel free to contact us.

Sincerely,

Tim VanderPloeg
Outdoor Utilities Manager

Accepted by _____ Printed Name _____

Purchase Order _____ Date _____

50 YEARS OF SERVICE

ELECTRICAL – AUTOMATION – COMMUNICATIONS – OUTDOOR UTILITIES

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FROM
KOOI INDUSTRIAL PAINTING FOR PAINTING SERVICES

WHEREAS:

1. As detailed in the attached Staff Report from the Utilities Department quotations were requested to paint the Water Treatment Plant maintenance garage ceiling, beams, columns and piping.
2. It is recommended that the City Council accept the low quotation from Kooi Industrial Painting at a total cost of \$18,365.00.
3. Adequate funds for the painting services are budgeted and available in account number 591-591-55300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept a quotation from Kooi Industrial Painting for painting services in the total amount of \$18,365.00.

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 January 19, 2015.

ATTACHMENTS:
Staff Report
Quotations

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: January 12, 2015
Subject: Paint Ceiling in Maintenance Garage
From: Rick Velderman, Maintenance Supervisor
Meeting Date: January 19, 2015

Recommendation:

It is recommended that the City Council authorize Kooi Industrial Painting to paint the maintenance garage ceiling, beams, columns, and piping for the cost of \$18,365.00.

Sustainability Criteria:

Environmental Quality – By maintaining the garage area and storing critical equipment in this area it will ensure that the City of Wyoming and its customers have safe drinking water and fire protection.

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

Economic Strength – By painting and maintaining the garage area it gives the Utilities Department an area to work on equipment and store critical equipment so it is ready in the event of an emergency. This results in the lowest rate possible for our residents and customers.

Discussion:

This garage area was constructed from one of the two clarifiers that are no longer used at the Water Treatment Plant. The contractor did all the mechanical and HVAC work in the area about a year ago. The roof was replaced this past year and now with no leaking roof it is time to repaint the ceiling. We have worked with Kooi Industrial Painting in the past and they have always done an excellent job at a fair price. The cost of the painting includes painting the entire ceiling, power tool cleaning and painting two beams and four columns, and all the fire protection piping along the ceiling is \$18,365.00.

The quote is:

Kooi Industrial Painting	\$18,365.00
Dave Cole Painting	\$39,700.00

Our recommendation is to authorize Kooi Industrial Painting to paint the ceiling, beams, columns, and piping in the maintenance garage at a cost of \$18,365.00.

Budget Impact:

We have budgeted sufficient funds in account 591-591-55300-930.000 for the painting of the garage ceiling, beams, columns, and piping in the maintenance garage area.

Cc: B. Dooley
M. Erickson

KOOI INDUSTRIAL PAINTING

225 GRAHAM ST. SW
GRAND RAPIDS, MI. 49503
PHONE: 245-3052
FAX: 245-6237

PROPOSAL

To: Rick Velderman	From: JIM BIERENS
Co: Wyoming Water	Pages: 1
Phone: 616-399-7847	Date: 10-23-14 REVISED
Fax:	Re: Maintenance room

Urgent For Review Please Comment Please Reply Please Recycle

We will apply 1 coat of PPG semigloss dryfall to the concrete deck. 2 steel beams will be power tool cleaned and painted 2 coats of PPG Rapid Coat epoxy. The 4 columns will be painted 2 coats of epoxy.

Total cost: \$16,375.00

We will apply 1 coat of dryfall acrylic and 1 coat of safety red enamel to the fire protection pipe.

Total cost: \$1,990.00

Substitute solvent based epoxy semigloss for dryfall	Add: \$4,800.00
Substitute water based epoxy semigloss for dryfall	Add: \$2,445.00
Substitute 100% acrylic semi for dryfall	Add: \$1,345.00

APPROVED

 <p style="text-align: center;">DAVE COLE DECORATORS, INC.</p> <p style="text-align: center;">325 Martindale Street Sparta, MI 49345 616-887-9465 FAX 616-887-9464</p> <p style="text-align: center;">Hotels - Hospitals - Schools - Factories - Churches - Offices</p>	<h1>QUOTATION</h1>
<p>TO: Rick Velderman COMPANY: City of Wyoming EMAIL: rvelderman@wyomingmi.gov PHONE: (616) 399-7847</p>	<p>October 17, 2014</p>
<p>PROJECT: Painting of Maintenance Room - Shine WWTP</p>	<p>See attached Terms and Conditions</p>
<p><u>THIS PRICE INCLUDES:</u></p> <ul style="list-style-type: none"> • Cover sprinkler heads • Cover walls and floor • Power tool clean two (2) I beams • Apply two (2) coats of PPG Rapid Coat Epoxy to beams and columns • Apply one (1) coat of PPG semi gloss acrylic dryfall to concrete ceiling • Paint fire protection pipe safety red • Provide lifts for duration of project 	
<p>FOR THE TOTAL SUM OF: Thirty Nine Thousand Seven Hundred Dollars</p> <p style="background-color: yellow; display: inline-block; padding: 2px;">\$39,700.00</p>	
<p>NOTES</p> <p>***Please note - we recommend doing a test patch with acrylic dryfall on concrete to insure adhesion*****</p>	
<p>Accepted By: _____</p> <p>Title: _____</p>	<p>Submitted By: <u>Dennis Herrema dennis@dcd-inc.com</u></p> <p>Dennis Herrema dennis@dcd-inc.com</p> <p>Sales Manager</p>