

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 5, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Christopher Hall, Elevation Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of September 21, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Celebrate 125 Years of Service to America – October 11, 2015
- 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.)
- 15) Resolutions**
 - a) For Election to Comply with Section 4 of Public Act 152 of 2011
 - b) To Accept Grant Funding Received from the United States Department of Justice
Bulletproof Vest Partnership Grant
 - c) To Authorize the Mayor and City Clerk to Enter into a Memorandum of Understanding with the Wyoming Community Foundation, an Affiliate Fund of the Grand Rapids Community Foundation, Allowing the Wyoming Teen Council to Serve as the Foundation's Youth Advisory Committee (YAC)
 - d) To Amend a Portion of the City of Wyoming Fee Schedule
 - e) To Authorize the Mayor and City Clerk to Enter into a License Agreement with Pinery Park Little League
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - f) To Accept a Quote from Black Box Network Services for the Installation of Upgraded Fiber between City Hall and the 62A District Court

- g) To Authorize the Mayor and City Clerk to Accept an Agreement with Communications Brokers, Inc. to provide a Savings Audit of Wired and Wireless Telecommunications & Utilities for Gas and Electric
- h) To Accept a Purchasing Agreement for De-Icing Salt with Compass Minerals America, Inc.
- i) For Award of Bid
 - 1. Two Reverse Pressure Zone Backflow Prevention Devices

17) Ordinances

- 9-15 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (102) Thereto to Rezone 1.8 Acres from I-1 Light Industrial to B-1 Local Business (485 – 44th Street SE) (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (Pending Litigation)

21) Adjournment

PROCLAMATION

CELEBRATE 125 YEARS OF SERVICE TO AMERICA

WHEREAS, October 11, 2015, marks the 125th anniversary of the founding of the National Society Daughters of the American Revolution to honor the memory and the spirit of the men and women who achieved American independence; and

WHEREAS, Nearly 1 million members have since fulfilled this vibrant service organization's mission to promote historic preservation, education and patriotism; Daughters are currently celebrating both their founding and their future by providing 10 million hours of service to America; and

WHEREAS, The Sophie deMarsac Campau Chapter of the DAR was founded in May in the year 1896 to complete this important service work on the local level; and

WHEREAS, it is fitting and proper to accord official recognition to this vital organization and its memorable anniversary,

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan on behalf of the City Council do hereby honor

**THE DAUGHTERS OF THE AMERICAN REVOLUTION'S
125 YEARS OF SERVICE TO AMERICA**

and ask our citizens to reaffirm the ideals of our nation's founders and to honor and respect the freedoms guaranteed to us through the Declaration of Independence and the United States Constitution.

JACK A. POLL, MAYOR
City of Wyoming, Michigan

RESOLUTION NO. _____

RESOLUTION FOR ELECTION TO COMPLY WITH
SECTION 4 OF PUBLIC ACT 152 OF 2011

WHEREAS:

1. Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans.
2. Section 4 of the Act provides that each year, by a majority vote of its governing body, a public employer may elect to comply with the Act by not paying more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees and elected public officials, instead of complying with the specified dollar amount "hard caps" under Section 3 of the Act.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby elect to comply with Section 4 of Public Act 152 of 2011 instead of Section 3.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENTS:
Memorandum
Public Act 152

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: Curtis Holt, City Manager
From: Kim Oostindie, Director of Human Resources
Date: September 29, 2015
Re: Compliance with PA 152

Attached is the resolution that we bring to Council each year, to comply with Public Act 152 of 2011, the Publicly Funded Insurance Contribution Act. This Act establishes limits on a public employer's expenditures for employee medical benefits plans. An annual resolution is required under the Act.

The City Council has elected to comply with the Act by not paying more than 80% of the total annual costs of the medical plan, instead of complying with the State specified dollar amount "hard caps." All employment contracts and agreements now include language requiring employees to contribute 20% toward the cost of their health insurance.

PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT
Act 152 of 2011

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

The People of the State of Michigan enact:

15.561 Short title.

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.562 Definitions.

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer or a public employer's contributions to a fund used for the sole purpose of funding health care benefits that are available to a public employee or an elected public official only upon retirement or separation from service.

(f) "Medical benefit plan costs" does not include a payment by the public employer to an employee or elected public official in lieu of medical benefit plan coverage and, for a medical benefit plan coverage year beginning after the later of January 1, 2014 or the effective date of the amendatory act that added this subdivision, includes, but is not limited to, all of the following:

(i) Any amount that the public employer pays directly or indirectly for the assessment levied pursuant to the health insurance claims assessment act, 2011 PA 142, MCL 550.1731 to 550.1741.

(ii) Insurance agent or company commissions.

(iii) Any additional amount the public employer is required to pay as a fee or tax under the patient protection and affordable care act, Public Law 111-148, as amended by the federal health care and education reconciliation act of 2010, Public Law 111-152.

(g) "Medical benefit plan coverage year" means the 12-month period after the effective date of the contractual or self-insured medical coverage plan that a public employer provides to its employees or public officials.

(h) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are

defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 269, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 269 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature and is curative and retroactive as to the exclusion of funding for health care benefits that are available only upon either retirement or separation from service from the definition of medical benefit plan and as to the exclusion of payments in lieu of medical benefit plan coverage from medical benefit plan costs."

15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.

Sec. 3. (1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) shall be \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage and shall be adjusted each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 270 of 2013 provides:

"Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."

15.564 Public employer contribution to medical benefit plan; limitation on percentage of annual costs; allocation of employees' share of total costs.

Sec. 4. (1) By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles, other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. For purposes of this section, each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 271, Imd. Eff. Dec. 30, 2013.

15.565 Collective bargaining agreement or other contract in effect; inconsistent terms.

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for 1 or more employees of a public employer on September 27, 2011, the requirements of section 3 or 4 do not apply to an employee covered by that contract until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 27, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 272, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 272 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature that September 27, 2011 is the date on and after which a new contract must comply with this act. This amendatory act is curative and applies retroactively."

15.566 Deduction by public employer.

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.567 Applicability of requirements to medical benefit plans of public employees and elected public officials; scope; effect of certain sections found to be invalid.

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.568 Exemption from act; extension; exceptions.

Sec. 8. (1) By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year.

(2) A 2/3 vote of the governing body of the local unit of government prior to the beginning of each succeeding medical benefit plan coverage year is required to extend an exemption under this section.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

(5) An exemption under this section is not effective for a city with a population greater than 600,000.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 273, Imd. Eff. Dec. 30, 2013;—Am. 2014, Act 184, Imd. Eff. June 20, 2014.

15.569 Noncompliance by public employer; penalty.

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT GRANT FUNDING
RECEIVED FROM THE UNITED STATES DEPARTMENT OF JUSTICE
BULLETPROOF VEST PARTNERSHIP GRANT

WHEREAS:

1. The City of Wyoming Public Safety Department has applied for and received a United States Department of Justice Bulletproof Vest Partnership Grant in the amount of \$10,154.69 to be used toward the procurement of bullet resistant vests directly related to basic law enforcement functions.
2. The City of Wyoming would accept \$10,154.69 in grant funds designated for the procurement of bullet resistant vests directly related to basic law enforcement functions.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the United States Department of Justice Bulletproof Vest Partnership Grant in the amount of \$10,154.69.
2. Chief James E. Carmody shall serve as the Program Director responsible for the Wyoming Department of Public Safety bullet resistant vest procurement and yearly status reports to be submitted to the United States Department of Justice.
3. The City of Wyoming Finance Director or designee shall be responsible for the Wyoming Department of Public Safety financial status reports to be submitted to the United States Department of Justice.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2015.

Kelli A. Vandenberg, Wyoming City Clerk

Easterly, Mark

From: BVP <bvp@usdoj.gov>
Sent: Thursday, September 03, 2015 2:49 PM
Subject: 2015 BVP Award Email

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2015 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2015 BVP awards is available at: <http://www.ojp.usdoj.gov/bvpbasi/>.

The FY 2015 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2015. The deadline to request payments from the FY 2015 award is August 31, 2017, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm>

Stab Resistant Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm>

As a reminder, all jurisdictions that applied for FY 2015 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: <http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>

Finally, please visit the following page for checklists and guides for each step of the BVP process: <http://ojp.gov/bvpbasi/bvpprogramresources.htm>

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Thank you

BVP Program Support Team

2015 BVP Awards

MI	TROY CITY	\$2,929.24	10
MI	UTICA CITY	\$2,987.82	9
MI	VAN BUREN CHARTER TOWNSHIP	\$8,953.70	28
MI	VAN BUREN COUNTY	\$3,222.16	10
MI	WALKER CITY	\$1,562.26	4
MI	WATERFORD CHARTER TOWNSHIP	\$19,012.65	50
MI	WAYLAND CITY	\$547.77	2
MI	WAYNE CITY	\$3,515.08	12
MI	WEST BLOOMFIELD CHARTER TOWNSHIP	\$4,093.61	12
MI	WEST BRANCH CITY	\$1,207.12	3
MI	WEXFORD COUNTY	\$1,254.69	5
MI	WOODHAVEN CITY	\$8,825.01	19
MI	WYOMING CITY	\$10,154.69	32
MI	YPSILANTI CITY	\$1,640.37	6
MI	ZEELAND CITY	\$1,478.29	4
	Totals for MI(154 Jurisdictions):	\$682,668.12	1958
MN	AITKIN COUNTY	\$4,515.91	10
MN	ALEXANDRIA CITY	\$3,857.77	6
MN	ANOKA CITY	\$4,436.33	13
MN	ATWATER CITY	\$1,025.23	2
MN	AVON CITY	\$2,312.14	4
MN	BAGLEY CITY	\$1,659.90	4
MN	BARNESVILLE CITY	\$499.41	1
MN	BAUDETTE CITY	\$1,291.30	3
MN	BECKER CITY	\$3,356.42	7
MN	BELLE PLAINE CITY	\$2,807.18	5
MN	BELTRAMI COUNTY	\$19,718.64	58
MN	BEMIDJI CITY	\$4,647.72	16
MN	BENTON COUNTY	\$6,034.23	12
MN	BIG LAKE CITY	\$2,807.18	5
MN	BLOOMINGTON CITY	\$6,444.32	12
MN	BLUE EARTH COUNTY	\$986.18	2
MN	BRAHAM CITY	\$1,911.81	4
MN	BRAINERD CITY	\$1,464.60	3
MN	BREEZY POINT CITY	\$531.41	1
MN	BROOKLYN CENTER CITY	\$7,313.33	14
MN	BROOKLYN PARK CITY	\$23,653.58	51
MN	BUFFALO CITY	\$1,464.62	3
MN	BURNSVILLE CITY	\$2,770.57	5
MN	CAMBRIDGE CITY	\$1,365.02	4
MN	CANNON FALLS CITY	\$903.18	2
MN	CARLTON COUNTY	\$5,182.45	9
MN	CARVER COUNTY	\$9,714.81	20
MN	CASS COUNTY	\$2,441.03	5
MN	CHAMPLIN CITY	\$1,777.07	4
MN	CHASKA CITY	\$1,030.11	2
MN	CHISAGO CITY	\$2,148.09	4

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WYOMING COMMUNITY FOUNDATION, AN AFFILIATE FUND OF THE GRAND RAPIDS COMMUNITY FOUNDATION, ALLOWING THE WYOMING TEEN COUCIL TO SERVE AS THE FOUNDATION'S YOUTH ADVISORY COMMITTEE (YAC)

WHEREAS:

1. The City has established and maintained the Wyoming Teen Council, a body of young adults representing a cross section of the City's seven public school districts and the interests of young adults at large in the Wyoming community.
2. The Wyoming Community Foundation Fund is chartered to maintain a Youth Advisory Committee (YAC) to make annual funding recommendations for income available from the Wyoming Youth Fund, held by the Grand Rapids Community Foundation.
3. The City of Wyoming has maintained a Memorandum of Understanding (MOU) with the Grand Rapids Community Foundation since 2011 providing for the engagement of the Wyoming Teen Council, under the direct supervision of the City's Parks and Recreation Department, to act as the Wyoming Community Foundation's YAC in lieu of its own.
4. A revision of the MOU was necessary to clarify roles and responsibilities.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an MOU with the Grand Rapids Community Foundation allowing for the Wyoming Teen Council to serve as the Wyoming Community Foundation Funds Youth Advisory Committee.

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:

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: September 21, 2015

Subject: Wyoming Teen Council's Continued Service as Wyoming Community Foundation Youth Advisory Committee

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: October 5, 2015

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to enter into an MOU with the Grand Rapids Community Foundation allowing for the Wyoming Teen Council to serve as the Wyoming Community Foundation Fund's Youth Advisory Committee.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Wyoming Community Foundation is a strong partner in improving the environmental quality of our community through grant making to area non-profit organization's seeking to reduce blight, improve social welfare and strengthen community quality of life,

Social Equity – The City has established and maintained the Wyoming Teen Council, a body of young adults representing a cross section of the City's seven public school districts and the interests of young adults at large in the Wyoming community.

Economic Strength – The MOU maximizes community resources by leveraging, through partnership, the Wyoming Teen Council; essentially eliminating duplicate work and/or demand.

DISCUSSION:

The City of Wyoming and Wyoming Community Foundation, an affiliate fund of the Grand Rapids Community Foundation, has maintained an MOU allowing for the City of Wyoming Teen Council to act as the Foundation's Youth Advisory Committee (YAC) since 2011. The YAC provides the Wyoming Teen Council members to:

- a. Participate in the evaluation of community needs and develop an understanding of the role of philanthropy in responding to those needs.
- b. Participate in the annual solicitation of grant applications, their review, and recommendation for funding related to grant making through the foundation's YAC fund.
- c. Participate in community service learning projects.
- d. Develop leadership and analytical skills necessary for future professional success.

It is expected that the MOU is reviewed from time to time to ensure each entities role and to affirm a desire to maintain the relationship. Staff believes it is mutually beneficial to maintain our relationship, and have worked with the Grand Rapids Community Foundation and Advisory members of the Wyoming Community Foundation Fund to refine the attached MOU, better defining roles and responsibilities of City staff, Teen Council members, and that of the Foundation, including the provision of funding for YAC operations and its programs.

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BUDGET IMPACT:

When preparing City budgets, YAC operations are a line item within the Parks and Recreation Department.

ATTACHMENTS:

Memorandum of Understanding
Resolution

CITY OF WYOMING

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made and entered into on the ____ day of _____, 2015 by and between the Wyoming Community Foundation an affiliate fund of the Grand Rapids Community Foundation, located at 185 Oakes St SW, Grand Rapids, MI 49503 (hereinafter referred to as “the Foundation”) and the City of Wyoming, located at 1155 28th St SW, Wyoming, MI 49509 (hereinafter referred to as “the City”) and is as follows:

WHEREAS, the City has established and maintained the Wyoming Teen Council, a body of young adults representing a cross section of the City’s seven public school districts and the interests of young adults at large in the Wyoming community, and

WHEREAS, the Wyoming Community Foundation is chartered to maintain a Youth Advisory Committee (YAC) to make annual funding recommendations for income available from the Wyoming Youth Fund, held by the Grand Rapids Community Foundation.

WHEREAS, the Wyoming Community Foundation has historically been unable to recruit and maintain an active committee; nor does it seek to duplicate efforts already established within the community, and

WHEREAS, the Wyoming Teen Council, under the direct supervision of the City’s Parks and Recreation Department, was identified and subsequently engaged by the Foundation to act as the Wyoming Community Foundation’s YAC in lieu of its own, and

WHEREAS, the parties wish to affirm and extend its relationship, now therefore

IT IS HEREBY agreed as follows:

APPOINTMENT. The Wyoming Community Foundation appoints and the City agrees to allow its Parks and Recreation Department’s Teen Council to serve as its Youth Advisory Committee (YAC);

It is understood that the Wyoming Community Foundation shall provide funds to the City for the purposes of the YAC operations and its programs and that the City shall deal fairly and honestly, and care prudently with the financial resources provided. The City shall:

- 1) Write/distribute checks on behalf of YAC for operating expenses (i.e.; meeting expenses, conference fees), never exceeding the resources as on deposit with the City for the defined purpose;
- 2) Keep accurate records and conduct general bookkeeping with respect to the operating expenses of the YAC;

- 3) Generate accounting of the use of YAC funds to the Wyoming Community Foundation upon request;
- 4) Disclose within a reasonable time all information relevant to the Foundation account upon request of the Foundation; and
- 5) Act only in the best interest of the Wyoming Community Foundation and to forgo all advantages aside from the reimbursement of proper expenses.
- 6) Appoint a staff person to serve as the Foundation's YAC Liaison in an ex-officio role on the Wyoming Community Foundation Advisory Committee.

The parties further agree that the Foundation shall be responsible for the following:

- 1) Shall provide for the appointment of an ex-officio member of the City to the Wyoming Community Foundation Advisory Committee.
- 2) To comply with all reporting requirements of the Internal Revenue Service or any other regulatory agency, whether state or federal for which the reports of any kind may be required.
- 3) To provide reports to the City including all necessary financial reports or information as may be required or requested by the City.
- 4) To provide a Wyoming Community Foundation board member to assist with membership recruitment, orientation, and administration of YAC activities.
- 5) To defend, indemnify and hold harmless the City, its officers, members and agents and the City, its officers, agents and employees from any liability arising out of any action or endeavor by the Foundation or any officer, employee or agent of the Grand Rapids Community Foundation.
- 6) Recognize the City of Wyoming Parks and Recreation Department as a partner organization with respect to the YAC in Wyoming Community Foundation media releases, social media recognition(s), announcements, presentations, and similar communications.

ASSIGNMENT. This MOU may not be assigned by either party to another person, party or entity without the prior written consent of the other party.

NOTIFICATION. The City shall notify the Wyoming Community Foundation in advance of any change in personnel in charge of the Wyoming Teen Council.

AMENDMENTS. This MOU may be amended, waived, discharged, modified or terminated only by an instrument in writing signed by both parties and attached to this Agreement.

DISPUTES. In the event a dispute arises under this MOU, the parties shall confer with all reasonable dispatch and endeavor to arrive at a solution. In the event either party shall incur legal expenses to enforce or interpret any provision of this MOU, the prevailing party shall be entitled to recover such reasonable legal expenses, including without limitation, attorney fees, costs and necessary disbursements at both the trial and appellate levels.

DURATION. This MOU shall be in effect beginning _____ and shall be automatically renewable for one year periods, unless either party delivers written notice of non-renewal to the other party not less than sixty (60) days before the expiration of the then current term. However it is the intent and hereby affirmed that either party may revoke this Agreement at any time with or without cause with notice.

The undersigned hereby agree to the terms of this MOU dated this _____ day of _____, 2015.

Grand Rapids Community Foundation:

City of Wyoming:

By: _____
(Signature)

By: _____
(Signature)

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

Witness:

Witness:

By: _____

By: _____

APPROVED AS TO FORM:



RESOLUTION NO. _____

RESOLUTION TO AMEND A PORTION OF THE
CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes by resolution certain fees.
2. From time to time information related to fees is reviewed to ensure they cover related costs.
3. Section VIII of the existing Fee Schedule is in need of amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to Section VIII – Police Department.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2015.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:

Proposed Fee Schedule

Interdepartmental Correspondence

TO: Kelli VandenBerg, City Clerk
FROM: Betsy Macicak, Office Manager, Police Records Unit
DATE: September 30, 2015
SUBJECT: New Cost Recovery Schedule for Operating While Intoxicated



Administration

Billing for the Department of Public Safety's OWI Cost Recovery Program is based on standardized rates for various City job classifications and for various City vehicles. We currently use rates established in 2008. A new schedule of rates prepared by the City's Finance Department reflects current costs incurred by the City. Please consider adopting the attached 2015 OWI cost recovery schedule of rates.

MEMORANDUM

DATE: July 1, 2015

TO: Jack Sluiter, Attorney

CC: Julie Pease, Account Clerk II

FROM: Rosa Ooms, Deputy Finance Director

SUBJECT: OUIL Cost Recovery Program - Standardized Rates including Fringe Benefits for Police, Fire, and Public Works Personnel.

OUIL Cost Recovery Schedule	<u>PER MINUTE RATES INCLUDING FRINGE BENEFITS</u>	
1. Police Department		
a. Patrol Officer	<u>Reg. Rate</u> \$1.3643	<u>O. T. Rate</u> \$1.4382
b. Patrol Vehicle	\$0.1255	N/A
c. Evidence Technician	\$1.0825	\$1.0525
d. Detective	\$1.4676	\$1.5730
e. Sergeant	\$1.5421	\$1.6697
f. Crime Scene Van	\$0.2222	N/A
g. Clerical	\$10.00	PER INCIDENT
h. Search Warrant & Fax	\$10.00	PER INCIDENT
i. Jail Booking / Housing		As Billed to the City
2. Fire Department		
a. Fire Lieutenant	\$1.1336	\$1.1836
b. Fire Fighter	\$1.0430	\$1.0677
c. Fire Equipment Operator	\$1.0800	\$1.1150
d. Fire Vehicles	\$100.00	PER INCIDENT
3. Public Works		
a. PW Maintenance II	\$1.0327	\$0.9830
b. Traffic Maint. Technician II	\$1.2285	\$1.2372

VIII – POLICE DEPARTMENT

False Alarms 4 th and 5 th calls	\$ 75.00
6 or more, each	\$200.00
Local Background Check (pre-employment, INS, housing)	\$ 10.00
Notary fee	\$ 2.00

OUIL Cost Recovery Schedule – Per minute charges including fringe benefits:

	<u>Regular Rate</u>	<u>OT Rate</u>
Patrol Officer	\$0.8506 \$1.3643	\$0.9106 \$1.4382
Patrol Vehicle	\$0.1170 \$0.1255	N/A
Evidence Technician	\$0.6913 \$1.0825	\$0.6946 \$1.0525
Detective	\$0.9154 \$1.4676	\$0.9956 \$1.5730
Sergeant	\$0.9583 \$1.5421	\$1.0505 \$1.6697
Crime Scene Van	\$0.1605 \$0.2222	N/A
Office Clerk II	\$0.1605	N/A
Communication Involvement	\$10.00 per incident	
Search Warrant/Fax	\$10.00 per incident	
Medical Testing	As billed to the City	
Jail Lodging	As billed to the City	
Fire Lieutenant	\$0.7218 \$1.1336	\$0.7853 \$1.1836
Fire Fighter	\$0.6630 \$1.0430	\$0.7080 \$1.0677
Fire Equipment Operator	\$0.6870 \$1.0800	\$0.7395 \$1.1150
Fire Vehicles	\$100.00 per incident	
Public works Maintenance II	\$0.6667 \$1.0327	\$0.6753 \$0.9830
Traffic Maintenance Technician II	\$0.8006 \$1.2285	\$0.8520 \$1.2372

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND
CITY CLERK TO ENTER INTO A LICENSE AGREEMENT WITH
PINERY PARK LITTLE LEAGUE

WHEREAS:

1. The City Council adopted Resolution 24711 on February 17, 2014, approving a license agreement (the "Agreement") with Pinery Park Little League (PPLL) for the use of Pinery Park.
2. The City and PPLL have negotiated a new Agreement to provide for the continued use of Pinery Park facilities for baseball and softball recreation activities.
3. The Agreement, as attached, has been approved by the Board of Directors of Pinery Park Little League on September 30, 2015.
4. The PPLL has also approved a Fiduciary Contract with the Greater Wyoming Community Resource Alliance, as required by the Agreement, on September 30, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. The attached Recreation Facilities Agreement is approved, and the Mayor and City Clerk are authorized to sign the Agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 5, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Agreement

Fiduciary Contract

RECREATIONAL FACILITIES AGREEMENT

CITY OF WYOMING – PINERY PARK LITTLE LEAGUE

THIS AGREEMENT entered into this ____ day of _____, 2015, between the City of Wyoming, 1155 – 28th Street, Wyoming, Michigan (City) and Pinery Park Little League of 4880 Burlingame Ave., Wyoming, Michigan (PPLL) (Jointly, the “Party” or “Parties”).

WHEREAS, the City is the owner of property known as Pinery Park (the “Park”) located at 2301 Dehoop Avenue SW, Wyoming, Michigan and

WHEREAS, said Park has been used by the PPLL for recreational activities and programming,

WHEREAS, the City wishes to extend its collaboration with the PPLL in the development, maintenance, and use of recreational facilities and buildings in said Park for use by both the City and PPLL,

IT IS HEREBY agreed as follows:

1. PPLL shall maintain and, upon approval of the City, develop certain recreational facilities in the Park. All PPLL improvements to the Park shall be constructed with the advance approval of the City. PPLL shall specifically provide facilities, approved by the Director of Parks and Recreation or designee, appropriate to the intensity of the anticipated use of the Park, which approval will not be unreasonably withheld. These facilities, to the extent funds of PPLL are available, shall include, but not limited to:
 - a. Baseball fields and Softball fields (7)
 - b. Restroom/ Concession Building
 - c. Those items necessary to ensure the integrity of the recreation programming, such as storage buildings, fencing, scoreboards, bleachers, lighting, press boxes, etc...

Access to any and all facilities shall be guaranteed to the City.

2. During the term of this Agreement, PPLL may use the Park for youth Little League programs including, but not limited to the seven baseball and softball fields, and all supporting facilities (restrooms, concession and storage building) thereof. The parties acknowledge that the City is not affiliated with PPLL nor does the City sponsor or control any PPLL activities or programs. Scheduling of facility use shall be the sole responsibility of the City of Wyoming.
3. The City shall develop and maintain a level and standard of service reflective in all park settings, including but not limited to, parking, landscaping, mowing, trash removal, and

sanitary services, appropriate to the intensity of the anticipated use of the Park. The facilities, to the extent funds of the City are available, shall include, but not limited to:

- a. Parking lot stripping
 - b. Basic landscaping
 - c. Restroom cleaning during the weekday, Monday through Friday
4. The City hereby grants PPLL a non-exclusive, revocable license, attached hereto as Exhibit A, to use the Park for the purposes provided herein for the period ending May 14, 2031, in accordance with the terms of this Agreement.
 5. The City and PPLL shall review the terms of this agreement every three years prior to the first City Council meeting held in October to ensure compliance with the terms and provisions herein. The City may terminate the Agreement should it determine that PPLL has materially breached any term of the Agreement. PPLL may not be divested of the facilities constructed by PPLL except in accordance with the terms of this Agreement.
 6. Except as provided in paragraph 8, in the event of termination of this Agreement prior to the expiration of the License Agreement, PPLL's and the City's usage rights to each other's facilities granted in this Agreement shall also be terminated. The City shall give written notice to PPLL stating the improvements, provided at PPLL's cost, the City wishes to keep. The City shall pay PPLL the current fair market value of these improvements which were completed within the previous ten (10) years or not otherwise reasonably depreciated within a shorter time frame, in cash. Infield and turf playing surfaces shall be considered fully depreciated within two years of installation. If the parties cannot agree on the fair market value within thirty (30) days, the Parties shall jointly select an appraiser. The decision of the appraiser shall be binding on both Parties. Payment shall be made within forty-five (45) days after the fair market value is determined. PPLL may remove any property improvements not retained by the City within three (3) months after the City gives notice above. Any improvements not removed by PPLL shall become the property of the City.
 7. Should this Agreement be terminated by a determination of PPLL to cease operations or by the determination of the City that PPLL has materially failed to meet its obligations under this agreement, all assets of PPLL may be transferred to a nonprofit organization providing Little League opportunities to the children of the City, with the written approval of the City.
 8. Upon termination under paragraph five (5) or expiration of this License Agreement, unless the Parties agree to an extension of said License Agreement, all improvements made to the Park by PPLL will become the sole property of the City.
 9. PPLL, at its expense, shall be responsible for maintaining and repairing the grounds of the recreational playing fields during the period of the Agreement. This includes maintenance of the fencing, bleachers, sprinkler system, turf fertilization, weed control, mole removal,

reseeding. In addition, the PPLL shall clean and maintain restroom facilities on weekends throughout their season of use. PPLL may choose to enter into agreement with the City to provide for these services.

10. PPLL, at its expense, shall be solely responsible for maintaining and repairing the concession area, its equipment, and related storage and maintenance areas in good repair and in compliance with all required local, state, and federal laws.
11. General mowing of all playing fields shall be the responsibility of the City. In addition the City of Wyoming shall provide stone dust in a reasonable amount for general field care.
12. Lining and dragging of the fields, Monday through Friday, for PPLL game use shall be the responsibility of the City. General use and tournament play by District 9 Little League shall be under a separate Agreement. Lining and dragging will not begin until 12:30 PM for 6:00PM games. If a team is on the field, the City of Wyoming will not drag or line said field. Lining and dragging shall not be performed for practices.
13. Nightly clean up (e.g. picking up trash and placing it in barrels) of field areas, dugout, and other related adjacent facilities is the responsibility of PPLL. In the event of the City staff must perform the clean-up, PPLL shall be billed the cost of said clean-up plus 20%. Payment is due within thirty (30) days of billing. The City shall provide trash barrels appropriate to the Park use.
14. PPLL, at its expense, shall be responsible for maintaining the general storage building adjacent to field 2, all dugouts and announcing booths in good repair and in compliance with all required local, state, and federal laws.
15. The City shall pay all utilities with the exception of the electric bills between the months of May and August. The City shall forward May through August bills to PPLL for payment.
16. PPLL and the City will work together in providing a suitable area for storage of equipment. No such materials shall be kept outdoors in direct visibility of park users.
17. The Director of Community Services, or designated representative, shall periodically inspect the condition of the facility with representatives of PPLL. The inspection may be performed quarterly, but not less than annually, at mutually agreeable times. If in the judgment of the City, the facility is not properly maintained, the City will provide PPLL with the written notice of deficiency and a fifteen (15) day time line to make corrections. In the event that the correction is not made, the City may provide the correction. The City may provide said maintenance and charge PPLL its actual cost in so doing. PPLL agrees to pay any such cost within thirty (30) days of billing.

18. PPLL recognizes that the site contains underground utilities critical to the City of Wyoming, and that these utilities require maintenance and emergency response, at times without notice. PPLL acknowledges the City's right of domain and shall cooperate in any way and all ways to ensure the integrity of the City's utility supply system. In the event that the City intends to do construction or other work on the premises that would substantially interfere with PPLL's license, the City will use its best efforts to give advance notice of work to PPLL. The City shall repair any damages to the premises caused by the City's work and will attempt to do any such work in the off-season to avoid interference with the PPLL's activities. In order to reduce the risk of damaging water lines or underground telemetry circuits, PPLL will not excavate or proceed with any other construction activity without first receiving approval from the City.
19. PPLL shall have first priority for the scheduled use of the premises Monday through Saturday, April 1 through August 31. PPLL shall provide schedules one month in advance to the City for its purposed use of the premises, Failure of the PPLL to submit a schedule to the Director of Parks and Recreation by March 1 of each year for spring and summer activities will constitute forfeiture of PPLL's first priority rights. Scheduling thereafter shall be on a first come, first serve basis. The City of Wyoming shall oversee facility use and scheduling. Receipt of schedules by the dates listed will assist in the City of Wyoming's effort to schedule routine site and utility maintenance, limiting as much as possible impact to PPLL's program, maximizing the use of such facilities for the community.
20. PPLL practices shall end at and any game inning shall not begin after 10:30 p.m.
21. In the event that the City uses or permits other organizations to use said premises, the City shall provide for all clean-up and maintenance required as a result of said use. The City shall reimburse PPLL for any out-of-pocket expenses incurred by PPLL as a result of any other use of the premises with the City's permission providing these costs are over and above normal maintenance activities. City of Wyoming resident use of park facilities shall not be restricted with the exception of those facilities scheduled or rented for use.
22. In return for use and development of the property, ensuring PPLL's priority of use, and allowing for facility improvements, PPLL shall:
 - a. Agree to assume the cost of all custodial and developmental needs for PPLL's recreation programming.
 - b. Designate equipment and supplies that shall be available to the City of Wyoming Parks and Recreation Department. If equipment and supplies are not returned in satisfactory condition, reasonable wear and tear excepted, the City of Wyoming will be responsible for depreciated replacement value. PPLL and the City shall provide for adequate storage for City of Wyoming Parks and Recreation Department and PPL equipment and supplies.

23. PPLL shall, at its sole expense, provide liability insurance to protect the City against all liability resulting or arising from the use of said premises and facilities naming the City its officers and employees as an additional insured. Said insurance shall be in the minimum amount of \$2,000,000.00 for combined single limit personal injury, bodily injury and property damage. Said policy of insurance shall be submitted to the City for approval by the City Manager before any use may be undertaken by PPLL of said premises. PPLL shall further show evidence of said insurance coverage to the City each anniversary date thereof. The City of Wyoming shall maintain self-insurance against all liability resulting in or arising from City use of said premises and facilities.
24. PPLL may not assign or in any manner transfer this license. Specifically, PPLL may use said premises and facilities for its activities only and may not permit any other organizations or persons to use said premises or facilities.
25. PPLL shall operate said premises and its programs in compliance with the Code of the City and any other applicable laws, rules and regulations.
26. Subject to City of Wyoming Ordinance No 13-05, Section 54-55, Reporting Requirements for Non Profit or Non Public Entities, PPLL shall annually complete and provide to the City:
 - a. Their Board of Directors listing their contact information including addresses, phone numbers, and emails.
 - b. Copies of any organizational documents, bylaws, or any other similar documents and any amendments thereto.
 - c. Copies of all annual reports or similar documents filed with the State of Michigan.
 - d. An audit of financial records and balance sheet for the period ending December 31 of each year.
 - e. Copies of reports required to be filed with the Internal Revenue Service (such as, but not limited to, Form 990)
27. PPLL, shall submit all required paperwork and forms to regain its tax exempt 501(c)(3) status with the Internal Revenue Service and the State of Michigan. The parties acknowledge that this process has already been started and PPLL commits to continuing the process through to its completion. PPLL has retained Rehmann to assist in regaining its status and agrees that the City may contact Rehmann directly at reasonable intervals to confirm PPLL is complying with the requirements and providing the necessary documentation to Rehmann. PPLL shall provide copies of all relevant documents to the City.
28. PPLL shall enter into a fiduciary agreement with the Greater Wyoming Community Resource Alliance (GWCRA) on or before October 15, 2015.
29. PPLL shall turn over all financial records and accounts to the GWCRA no later than October 15, 2015. The GWCRA shall maintain the accounts for PPLL and shall receive revenue on

behalf of PPLL with all on-going funds being deposited in the care of PPLL with the GWCRA.

30. Both the City and PPLL may conduct league registrations. Any funds received by either party connected to registration shall be deposited with GWCRA within 48 hours of their receipt or next available business day.
31. All ongoing fund raising programs, such as bingo, sponsorships, and concessions sales, shall continue with funds being deposited on behalf of PPLL with the GWCRA.
32. GWCRA will assist PPLL in bringing their accounting practices back into compliance with the City, State of Michigan, and Internal Revenue Service requirements. GWCRA will provide PPLL with a monthly accounting of funds received and expenses paid on PPLL's behalf.
33. The arrangement between GWCRA and PPLL shall be reviewed after a period of not less than three years, nor more than five years, from the date of this Agreement to determine whether it is necessary to continue such an arrangement or whether PPLL is capable of managing its own finances in a manner that is satisfactory to the City and GWCRA. If it is determined that the relationship between PPLL and GWRCA needs to continue, reviews shall be conducted every two years until such time as it is determined the arrangement is no longer necessary.
34. PPLL shall notify the City at least 10 days in advance of any PPLL Board meeting to allow a representative from the City to be present at the meeting. PPLL shall agree to hold a minimum of 6 board meetings per calendar year and shall post notice of when and where the meetings are to occur no later than January 15. Minutes of the meetings shall be posted and provided to the City within 10 days.
35. The City and PPLL will establish a three member dispute resolution panel to which a participant may apply for a review of complaints to ensure by-laws and rules have been fairly and consistently followed. The panel shall be comprised of a member of the Board of PPLL, a delegate from City, and a member of the Board of a neighboring chartered Little League organization.

In the event Little League International does not consent to or grant approval for the above dispute resolution panel, PPLL shall clearly post Little League International's review process at Pinery Park. PPLL shall further inform an aggrieved party of their right to appeal and shall make the appellate information available to said party upon making their determination.

36. PPLL shall notify the City and their membership no later than June 1 of each year when it intends to hold elections for its Board for that year. The City and PPLL shall take steps to ensure the general public is aware of the upcoming elections, including, but not limited to,

posting notice on the bulletin board at Pinery Park and on the PPLL Facebook page and by direct mailings to the parents currently involved in Little League at Pinery Park.

37. PPLL shall review Article XII and By-Law #6 of their articles of organization and by laws no later than March 1, 2016 to ensure that they are in compliance with the standards set forth by Little League International and the requirements for a tax exempt organization.
38. If the City notifies PPLL of any violations of this Agreement, PPLL shall promptly remedy those violations. In the event that these violations are not promptly remedied, the City may remedy the same and PPLL agrees to reimburse the City for all costs of remedying the conditions, without prejudice to the City's right to recover damage for PPLL's actions.
39. To the extent permitted by law, PPLL agrees to indemnify, defend, and hold PPLL, its officers, agents, and employees harmless from all liability, claims, and expenses, including, but not limited to, actual attorney's fees, arising out of PPLL activities under this agreement.
40. To the extent permitted by law, the City agrees to indemnify, defend, and hold PPLL, its officers, agents, and employees harmless from all liability, claims, and expenses, including, but not limited to, actual attorney's fees, arising out of the City's activities under this agreement.
41. This Agreement contains the entire agreement between PPLL and the City with regard to its subject matter, supersedes all previous agreements on this subject matter, and may be amended only in writing signed by both parties.

CITY OF WYOMING

PINERY PARK LITTLE LEAGUE

Jack A. Poll, Mayor

Kevin B. McKenna

Kevin B. McKenna
President
2015-2016

Kelli A. Vandenberg, Clerk

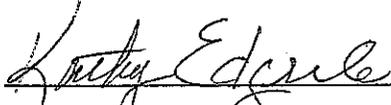
posting notice on the bulletin board at Pinery Park and on the PPLL Facebook page and by direct mailings to the parents currently involved in Little League at Pinery Park.

37. PPLL shall review Article XII and By-Law #6 of their articles of organization and by laws no later than March 1, 2016 to ensure that they are in compliance with the standards set forth by Little League International and the requirements for a tax exempt organization.
38. If the City notifies PPLL of any violations of this Agreement, PPLL shall promptly remedy those violations. In the event that these violations are not promptly remedied, the City may remedy the same and PPLL agrees to reimburse the City for all costs of remedying the conditions, without prejudice to the City's right to recover damage for PPLL's actions.
39. To the extent permitted by law, PPLL agrees to indemnify, defend, and hold PPLL, its officers, agents, and employees harmless from all liability, claims, and expenses, including, but not limited to, actual attorney's fees, arising out of PPLL activities under this agreement.
40. To the extent permitted by law, the City agrees to indemnify, defend, and hold PPLL, its officers, agents, and employees harmless from all liability, claims, and expenses, including, but not limited to, actual attorney's fees, arising out of the City's activities under this agreement.
41. This Agreement contains the entire agreement between PPLL and the City with regard to its subject matter, supersedes all previous agreements on this subject matter, and may be amended only in writing signed by both parties.

CITY OF WYOMING

PINERY PARK LITTLE LEAGUE

Jack A. Poll, Mayor



President Kathy Edgerle
2014-2015 Term

Kelli A. Vandenberg, Clerk

GREATER WYOMING COMMUNITY RESOURCE ALLIANCE

FIDUCIARY CONTRACT

This Contract is made and entered into on the ____ day of _____, 2015 by and between Pinery Park Little League (hereinafter referred to as "PPLL") and the Greater Wyoming Community Resource Alliance (hereinafter referred to as "the Alliance") and is as follows:

APPOINTMENT. PPLL appoints the Alliance to be fiduciary for funds generated by or donated to PPLL;

AGREEMENT. The parties agree that the Alliance has a fiduciary relationship with PPLL and shall prudently care for and manage the financial affairs for PPLL in the following manner:

- 1) To make deposits, withdrawals and write/distribute checks on behalf of PPLL;
- 2) To keep accurate records and conduct general bookkeeping with respect to the account of PPLL;
- 3) To generate quarterly accounting to the Board of PPLL;
- 4) To disclose within a reasonable time all information relevant to the account upon request of the Board of PPLL;
- 5) To track grant monies separately from other general account monies and prepare appropriate reports and
- 6) To act in the best interest of PPLL to forgo all advantages aside from any proper compensation.

The parties further agree that PPLL shall be responsible for the following:

- 1) To deposit all funds of PPLL in a fund or funds of the City of Wyoming under the direction of the Alliance. PPLL shall, to the extent possible, direct that all funds payable to PPLL be made payable to the Alliance.
- 2) To timely comply with all reporting requirements of the Internal Revenue Service or any other regulatory agency, whether state or federal for which reports of any kind may be required.

- 3) To timely provide reports to the Alliance including all necessary financial reports or information. Financial reports shall be provided on a quarterly basis unless requested earlier by the Alliance.
- 4) To maintain liability insurance in an amount acceptable to the Alliance naming the Alliance, its board members and agents as additional insureds.
- 5) To defend, indemnify and hold harmless the Alliance, its officers, members and agents and the City of Wyoming, its officers, agents and employees from any liability arising out of any action or endeavor by the Commission or any officer, employee or agent of the Commission.
- 6) To acknowledge on all promotional materials, PPLL's affiliation with the Alliance.
- 7) To appoint a representative of the Alliance as an ex-officio board member and to provide that representative with notice of all board meetings.

FEES. PPLL hereby agrees to pay the Alliance an administrative fee only if requested by the Alliance. The determination of requesting an administrative fee will be made by the Alliance based upon the source of the funds received and the extent of the administrative duties required of the Alliance. The fee will be determined by the Alliance but will not exceed 3% of funds received.

ASSIGNMENT. This Contract may not be assigned by either party to another person, party or entity without the prior written consent of the other party.

NOTIFICATION. The Alliance shall notify PPLL in advance of any change in personnel in charge of the fiduciary responsibilities hereto or of any change in organizational structure of the Alliance.

AMENDMENTS. Except as provided herein this Contract may be amended or terminated only by an instrument in writing signed by both parties and attached to this Agreement.

DISPUTES. In the event a dispute arises under this Contract, the parties shall confer and endeavor to arrive at a solution. In the event either party shall incur legal expenses to enforce or interpret any provision of this Contract, the prevailing party shall be entitled to necessary reasonable fees and costs.

DURATION. This Contract shall begin October 15, 2015 and end on December 31, 2016, at which time said contract shall be automatically renewed for successive one (1) year terms starting on January 1st and ending on December 31st of each year, unless either party delivers written notice of non-renewal to the other party not less than sixty (60) days before the expiration of the then current term. Either party may revoke this agreement at any time for non-performance, subject to other conditions as listed herein.

The parties hereby agree to the terms of this Fiduciary Contract dated this _____ day of _____, 2015.

Pinery Park Little League:

Greater Wyoming Community
Resource Alliance

By: Kevin B. McKenna

By: _____

Print Name: Kevin B. McKenna

Print Name: _____

Its: President 2015-2016

Its: _____

The parties hereby agree to the terms of this Fiduciary Contract dated this _____ day of _____, 2015.

Pinery Park Little League:

By: _____

Print Name: _____

Its: _____

Greater Wyoming Community
Resource Alliance

By: Kathy Edgerle

Print Name: Kathy Edgerle

Its: President 2014-2015 Term



Department of the Treasury
Internal Revenue Service

P.O. BOX 2508
CINCINNATI OH 45201

In reply refer to: 9999999999
Sep. 21, 2015 LTR 3367C S0
38-6089750 000000 00
00026086
BODC: TE

LITTLE LEAGUE BASEBALL INC
4880 BURLINGAME AVE SW
WYOMING MI 49509-4904

027053

Employer identification number: 38-6089750
Tax form: 1023
Document locator number: 17053-251-32000-5
For assistance, call: 1-877-829-5500

Dear Applicant,

We received your application for exemption from federal income tax and your user fee payment.

During the initial review process, applications for exemption are separated into two groups:

1. Those that can be processed based on information submitted
2. Those that require additional information to be processed

If your application falls in the first group you'll receive a determination letter within approximately 90 days from the date of this notice stating that you re exempt from federal income tax.

If your application falls in the second group, you'll be contacted when your application has been assigned to an Exempt Organizations specialist for review. You can expect to be contacted within approximately 180 days from the date of this notice. After 180 days, if you haven't been notified your application was assigned to a specialist, you can contact Customer Account Services Monday through Friday at the toll-free number shown above to check on its status. ~~The individual calling on your behalf will need the following information:~~

- * Your name
- * Your employer identification number (EIN)
- * The document locator number listed above and assigned to your request
- * A proper power of attorney submitted with your exemption application, unless the individual calling is an officer or director and legally authorized to represent you

The IRS doesn't issue "tax-exempt numbers" or "tax-exempt certificates" for state or local sales or income taxes. If you need exemption from these taxes, contact your state or local tax offices.

Most organizations are required to file an annual information return

LITTLE LEAGUE BASEBALL INC
4880 BURLINGAME AVE SW
WYOMING MI 49509-4904

(Form 990, Form 990-EZ, or Form 990-PF) or electronic notice (Form 990-N, the e-Postcard) while their applications for exemption or miscellaneous determination requests are pending. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked. Visit www.irs.gov and type "annual exempt organization return: who must file" in the search box for information on the types of organizations that are required to file annual returns or notices.

To receive the Exempt Organizations' EO Update, an electronic newsletter with information for tax-exempt organizations and tax practitioners, go to www.irs.gov/charities and click on "Free e-Newsletter."

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

Sincerely yours,



Jeffrey I. Cooper
Director, EO Rulings & Agreement

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM
BLACK BOX NETWORK SERVICES
FOR THE INSTALLATION OF UPGRADED FIBER
BETWEEN CITY HALL AND THE 62A DISTRICT COURT

WHEREAS:

1. As detailed in the attached Staff Report from the City’s Director of Information Technology, it is recommended that the City Council accept a quote from Black Box Network Services for the installation of upgraded fiber between City Hall and the 62A District Court in the amount of \$10,130.00.
2. Funds for the project are available in the General Fund/Information Technology/Capital Outlay account number 101-258-25800-984017.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Black Box Network Services for the installation of upgraded fiber between City Hall and the 62A District Court in the amount of \$10,130.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

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

ATTACHMENTS:
Staff Report
Quote

Kelli A. VandenBerg, Wyoming City Clerk



STAFF REPORT

DATE: September 17, 2015
SUBJECT: City Enterprise | City Hall to District Court Fiber Installation | Scope of Work & Quote
FROM: Gail Jacobs, Director of Information Technology
MEETING DATE: October 05, 2015

Recommendation:

It is recommended that the City Council authorize payment to Black Box Network Services for the installation of upgraded fiber between City Hall and the District Court. In October of 2012 with Resolution #24304, the City Council authorized an upgrade to category 5e and 6 plenum-rated cables, which were required for the City's VoIP system. Black Box staff reviewed all City departments telephone needs to ensure they understood all the capabilities of the new technology. Since that time we have worked with Black Box on various fiber projects (Gezon Pumping Station, DC, and CWP/Gun Range) because of their quality and consistency of work.

Black Box installers are familiar with our network and continue to complete work to our standards, including labeling and post project documentation. During the last year, a loss of communication occurred on four separate instances, where the outages affected operations from the District Court, Public Safety, Senior Center and/or Public Works for phones, internet, email, file server and/or patrol vehicles with all applications. We had the existing fiber tested recently and it was discovered that portions of the fiber were faulty. This Black Box project will allow us to upgrade our existing troublesome thirteen-year old technology and complete an IT high priority 2015-2016 budgeted item.

Sustainability Criteria:

Environmental Quality - Approval of this quote does not significantly impact environmental quality.

Social Equity - Information Technology staff continue to monitor and update the City's infrastructure in order to improve and/or allow City users the ability to work more effectively.

Economic Strength - This technology is also consistent with our goal of maintaining our IT infrastructure to support technology solutions, facilitate interoperability and connectivity, and support technologies/processes that increase service to our employees and/or citizens.

Discussion:

Information Technology staff advised that the quote provided by Black Box Network Services (see attached) is less than a previous 2011 quote for similar work and that Black Box consistently provides very competitive pricing/quotes. Black Box staff has been helpful in recommending different designs or equipment based on the volume of similar work they do. In addition, they have been able to easily procure materials needed for the work with little to no delay and demonstrate the ability and willingness to locate partner vendors for work they don't typically do, such as trenching fiber or analog telephone work.

Budget Impact:

Funding (\$10,130) for the City Hall to District Court fiber installation is budgeted and available in the General Fund/Information Technology/Capital Outlay account #101-258-25800-984.017.



BLACK BOX[®]

NETWORK SERVICES

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

PROPOSAL SUBMITTED TO City of Wyoming, MI		PHONE 616-249-3404	BID NUMBER BB01717
STREET 1155 28 th Street SW		JOB NAME City Hall/Court House Fiber Installation	
CITY, STATE AND ZIP CODE Wyoming, MI 49509		JOB LOCATION Wyoming, MI	
CONTACT Pat Firestone	E-MAIL firestonep@wyomingmi.gov	PREPARED BY Andy Meloche	PHONE 616-588-3381

SCOPE OF WORK

Black Box Network Services will provide materials and labor resources to install the following:

- Furnish and install (1) 1" HDPE Corrugated Innerduct (approximately 1100') between City Hall and the Court House using an existing 4" conduit.
- Install, terminate and test (1) 24 strand Single Mode Indoor/Outdoor rated fiber optic cable (approximately 1100') between City Hall and the Court House using the Innerduct installed in the existing 4" conduit. The fiber will be terminated with SC connectors on both ends.
- Furnish and install (1) Wall Mount Fiber Cabinet with room for (4) adapter panels.
- Furnish and install (1) Rack Mount Fiber Shelf with room for (3) adapter panels.
- Furnish and install (4) Fiber Adapter panels with (6) duplex SC connectors.
- Furnish and install (3) Blank Fiber Adapter panels.

Material List

Line	QTY	Part #	Description
1	1100	TLS09IO24CZNRBL	24X SM I/O TIGHT BUFFERED RISER RATED NON-ARMORED
2	1100	1003221-02	1" HDPE CORRUGATED INNERDUCT
3	48	95-200-41	SC UNICAM SM CERAMIC
4	1	JPM401A-R2	LIU - WALL MOUNT CABINET - 4 ADAPTER - NON LOCKABLE
5	1	JPM407A-R5	FIBER RACK MOUNT CABINET 3 ADAPTER SHELF
6	4	JPM461C	FIBER ADAPTER PANEL SC, 6 DUPLEX/12 FIBER CERAMIC SLEEVE
7	3	JPM480A	FIBER ADAPTER PANEL BLANK, BLACK
8	1	GPT-1250-3K	#1250 PULLING TAPE (3000')

Exclusions and Assumptions

- Pricing assumes all conduits to be already existing or provided by others.
- Pricing assumes all floor core penetrations and hardware is to be provided by others.
- Pricing assumes all conduit and/or cut in rings/string behind walls to be provided by others.
- Pricing assumes all floor and wall penetrations and hardware is existing or to be provided by others.
- Pricing assumes power poles, trenching, Walker Duct and transitions to modular furniture to be provided by others.
- Pricing assumes all modular furniture/cubicles are equipped with existing channels for cable routing.
- Pricing assumes that work area patching will be done at each MDF/IDF area in one effort and not multiple efforts.

- Only the materials listed in this quote will be provided.
- A lift is not included in this quote.

Project Management

BBNS will assign a Project Manager for the duration of the project.

Terms:

- THIS QUOTE IS PROVIDED IN ACCORDANCE WITH THE APPLICABLE TERMS AND CONDITIONS, APPLICABLE SOFTWARE LICENSES AND SERVICE PLAN(S) POSTED AT <http://www.blackbox.com/about/terms-and-conditions-of-sale.aspx> WHICH YOU HEREBY CONSENT TO THE INCORPORATION THEREOF.
- All work to be performed during regular daytime hours, Monday- Friday except holidays recognized by Black Box. Overtime and Premium time is excluded, unless otherwise specified.
- Installation is quoted site un-seen. Site verification may increase project total.
- Any alteration or deviation from the above description/scope of work involving extra costs will be executed only upon written authorization.
- Projects exceeding 30 day duration will be billed monthly, based on percent of completion.
- All information contained in or disclosed by this document is considered Confidential and Proprietary by Black Box Network Services. By accepting this document the recipient agrees that the document and information contained herein will be held in trust and confidence and will not be used, reproduced in whole or in part, nor its contents revealed to others except to meet the purpose for which it was delivered. It is understood that no right is conveyed to distribute, reproduce or have reproduced any portion of this document or item herein disclosed without the expressed written permission of Black Box Network Services.
- Tax not included in pricing below.

Material: \$5,538.00
 Labor: \$4,592.00

Total cost for above mentioned scope of work = \$10,130.00 plus taxes

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: Ten Thousand One Hundred Thirty Dollars and /100 plus taxes _____ Date 8/18/15

Payment to be made as follows:

Net30, no additional requirements

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Andy Meloche
 Signature _____

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

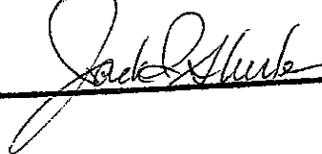
Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

APPROVED AS TO FORM:



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO ACCEPT AN AGREEMENT WITH COMMUNICATIONS BROKERS, INC.
TO PROVIDE A SAVINGS AUDIT OF WIRED AND WIRELESS
TELECOMMUNICATIONS & UTILITIES FOR GAS AND ELECTRIC

WHEREAS:

1. As detailed in the attached Staff Report from the Director of Information Technology, Communications Brokers, Inc. has provided the City with a service agreement to provide a savings audit of wired and wireless telecommunications and Utilities for Gas and Electric.
2. It is recommended the City Council authorize the Mayor and City Clerk to accept the agreement with Communications Brokers, Inc.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute an agreement with Communications Brokers, Inc. to provide a savings audit of wired and wireless telecommunications and utilities for gas and electric.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

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

ATTACHMENTS:
Staff Report
Agreement

Kelli A. VandenBerg, Wyoming City Clerk



STAFF REPORT

DATE: September 24, 2015
SUBJECT: City Enterprise | CBI Telecommunications Consultants | Services Agreement
FROM: Gail Jacobs, Director of Information Technology
MEETING DATE: October 05, 2015

Recommendation:

It is recommended that the City Council authorize payment to Communications Brokers, Inc. (CBI) for savings realized by audit(s) of City of Wyoming Wired Telecommunications, Wireless Mobility and Utilities for Gas or Electric. I was contacted by CBI recently and advised that they have been providing telecommunications expense management services since 1991. Their proven audit methodology has saved millions for their clients in the area(s) of telecommunications, technology services, software licensing, and utilities. CBI core services simply put include an audit of any telecom/utility invoice to uncover vendor billing errors or suspicious/fraudulent charges. In addition, CBI will optimize current services to reduce operational expenses by an average of 20% to 35%.

Communications Brokers, Inc. typically invoice based on a percentage of savings, which is usually 40% to 50% based on an average sized municipality. However, CBI has a cooperative agreement with Oakland County and advised they would offer their services to the City of Wyoming for 30% of the savings.

Sustainability Criteria:

Environmental Quality - Approval of this agreement does not significantly impact environmental quality.

Social Equity - Approval of this agreement does not significantly impact social equity.

Economic Strength - Approval of this agreement has the potential to strengthen the financial position of the City of Wyoming by Communications Brokers, Inc. identifying Vendor errors and returning one-time or monthly funds to the City that were invoiced in error.

Discussion:

Communications Brokers, Inc. provided a partial Municipal Client reference list, which included various results in savings for those entities. Curtis Holt, City Manager contacted one of the known references and was advised that they would highly recommend CBI. They also provided us with a breakdown of their audit and how the results looked including the monthly savings.

A representative from Information Technology and Finance met with CBI representatives on September 1, 2015 and were extremely impressed with the details of their audit process. We look forward to the opportunity of working toward identifying credits and implementing approved recommendations.

Budget Impact:

Funding for each CBI recommendation implemented by City of Wyoming departments will be allocated to various existing public utilities, communication and/or professional services accounts.

Services Agreement

By and Between

And

<p>Communications Brokers, Inc. 437 44th Street SW Wyoming MI 49548 616.301.3733 616.301.3773 Facsimile dpepin@cbitelecom.com</p> <p>(“CBI”)</p> <p>Sales Person Name: <u>Danny Bingel</u> Telephone No.: <u>734-883-3693</u> Fax No.: <u>616-301-3773</u> E-mail Address: <u>dbingel@cbitelecom.com</u></p>	<p style="text-align: center;"><u>City of Wyoming</u> (Type Name of Client)</p> <p style="text-align: center;"><u>1155 28th Street SW</u> (Street)</p> <p><u>Wyoming</u> <u>MI</u> <u>49509</u> (City) State Zip)</p> <p>(“Client”)</p> <p>Attention: <u>Ann Patterson</u> Telephone No.: <u>(616) 530-7318</u> Fax No.: <u>(616) 261-7152</u> E-mail Address: <u>pattersona@wyomingmi.gov</u> Federal Tax ID Number: <u>38-6006933</u></p>
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This Services Agreement (the “**Agreement**”) sets forth the terms and conditions under which CBI will provide certain services for Client.

The parties agree as follows:

- 1. Review of Billings.** Client hereby authorizes CBI to review Client’s billings for the period up to 12 months previous paid invoices (the “**Billings**”) and through the term of this agreement. Client will either provide CBI with copies of all **Billings** or with access to the **Billings**, at its option.

For the following services:

- Telecom-Wired
- Wireless mobility
- Utilities (Gas, Electric, ██████████)
- UPS, FedEx, DHL—**See separate agreement**
- Software License Agreement

- 2. Recommendations.** CBI agrees to review and analyze the **Billings**, and to submit its recommendations, if any, on how Client may obtain, from current or future telecommunication service providers, (a) savings on current and future billings and (b) refunds or credits from past billings (the “**Recommendations**”).

3. Compensation.

3.1 General. Client agrees to provide payment to CBI under Section 3.3 for each Recommendation that is implemented by Client. Client shall have no obligation to provide CBI with payment for any unimplemented Recommendations. For purposes of this Agreement, a Recommendation will be considered to be “implemented” if it, or a substantially equivalent savings, credit or refund, is implemented, in whole or in part, by Client or an affiliate, subsidiary or related company of Client.

3.2 Client will have the right to approve or reject any such Recommendations without penalty within 15 business days of presentation by CBI. Client agrees that prior to rejecting any Recommendations, Client will have the Recommendations reviewed by the Audit Liaison and that, upon rejection, Client will provide to CBI the reasons as to why and outline the rejections in the Project Tracking Log, then review with the CBI team. No response within 15 business days will be considered approval by Client.

3.3 Payment to CBI. For each Recommendation implemented by Client, Client agrees to pay to CBI –per the **Schedule of Payments** an amount equal to thirty percent (30%) of the total of all Verifiable Savings (defined hereafter) and all Refunds (defined hereafter) received by Client or an affiliate, subsidiary or related company of Client as a result of such implementation during the first twelve (12) months of such implementation, without limit and irrespective of the amount. For purposes of this Agreement, “Verifiable Savings” means the difference between the costs that would have been incurred by Client if the Client had maintained its status quo and the actual costs incurred by Client, and “Refunds,” means the total of all refunds and credits obtained by Client on prior **Billings**.

3.4 Verification. CBI shall be responsible for the calculation and verification of all Verifiable Savings and Refunds. For this purpose, Client shall permit CBI to examine and audit the ongoing billings of the Client and its affiliates, subsidiaries and related companies, as reasonably requested by CBI.

- 3.5 **Cancellation or Suspension.** Client shall have no obligation to compensate CBI for any implemented Recommendation during any period of time in which such Recommendation is canceled, suspended or removed. During any such period, Client's 12-month payment obligation shall be tolled. If and when client reinstates a canceled, suspended or removed Recommendation, Client's payment obligation will resume and shall remain in effect until such Recommendation has been in actual implementation for a total of 12 months.
- 3.6 **Implementation Assistance.** CBI may, but is not obligated to, assist in the implementation of a Recommendation. Unless otherwise agreed in writing, any implementation assistance that CBI may elect to provide shall be provided at no additional charge to Client.
- 3.7 **Alternative Compensation.** If the Client does not implement at least one Recommendation made by CBI within six (6) months of the date on which the Recommendations are submitted to Client, then CBI shall have the right to invoice the Client on an hourly basis for the work performed by CBI in connection with the review and analysis of the Billings, and the preparation of the Recommendations. The Client agrees to pay CBI at rates consistent with CBI's then-current hourly rates for consulting services. Any payments made to CBI by Client under Section 3.2 for Refunds shall be credited against any amounts billed under this Section 3.6 on a dollar-for-dollar basis. This does not replace or relieve the payment obligations listed in sections 3.1 to 3.5.
4. **Payment Terms.** CBI shall, on a monthly basis, issue to Client an invoice setting forth the Verifiable Savings, Refunds and total amount of payment due to CBI for the time period covered by such invoice. Client agrees to pay in full all invoices issued by CBI within fourteen (14) days of receipt of such invoice.
5. **Additional Services.** See page four of this agreement for additional services available thru CBI.
6. **Preexisting Client Efforts.** Client shall have no obligation to compensate CBI for any Client-implemented savings, refunds or credits under implementation on the date of execution of this Agreement, but only if such Client-implemented savings, refunds or credits are listed on attached Exhibit A.
7. **Disclaimer.** Client acknowledges that CBI has no control over the quality, character or nature of services provided by any carrier or other third party recommended under this Agreement, and agrees that CBI shall have no liability for any damages or other costs incurred by Client as a result of the actions or omissions of any carrier or other third party recommended by CBI under this Agreement.
8. **Limitations.** CBI SHALL HAVE NO LIABILITY TO CLIENT OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM ANY NEGLIGENT ACT OR OMISSION OF CBI OR ANY DEFECT, DELAY, NONDELIVERY OR OTHER BREACH BY CBI, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CBI'S MAXIMUM TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF PAYMENTS RECEIVED BY CBI FROM CLIENT UNDER THIS AGREEMENT.
9. **Confidentiality and Non-Use.** Except as contemplated by this Agreement, each party agrees that it shall not use or disclose to any third party any confidential or proprietary information of the other party for any reason, except to its employees who require such knowledge in the ordinary course of their employment. Each party shall take all necessary action to ensure that its employees comply with the confidentiality and non-use provisions of this Section 8.
10. **Independent Contractor.** CBI is an independent contractor and nothing in this Agreement shall be deemed to make CBI an agent, employee or joint venture of Client. CBI shall not be entitled to any benefits that Client provides for its own employees, including, without limitation, worker's compensation and unemployment insurance.
11. **Delays.** Neither party shall be liable to the other party for any delay or failure to perform its obligations (excluding payment obligations) if such delay or failure arises from any cause beyond the reasonable control of that party.
12. **Notices.** All notices given under this Agreement shall be in writing and mailed by regular first-class mail or expedited mail service, postage prepaid and addressed to the parties at the addresses set forth above or at such other addresses as the parties may designate in writing.
13. **Amendment.** No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of each party.
14. **Waiver.** No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.
15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of CBI and Client and their respective legal representatives, successors and authorized assigns.

16. **Severability.** If any provision of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition or unenforceability, without invalidating any of the remaining provisions.
17. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Michigan, without reference to law pertaining to choice of laws or conflict of laws.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between CBI and Client with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties.

CBI

Denise Booms-Pepin
President

Date: _____

Client

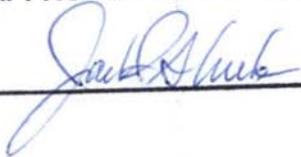
By: _____
(Signature)

(Type of Print Name)

Its: _____
(Type or Print Position)

Date: _____

APPROVED AS TO FORM:



**Exhibit A
Preexisting Client Savings, Refunds and Credit**

*This exhibit contains a complete list of all savings, refunds and credits currently being implemented by Client. Client shall have no obligation to compensate CBI for any savings, refunds or credits identified in this exhibit.
CBI will be excluded from compensation only for items listed herewith with signed and dated contract.*

Account#	Phone #	Billing Dept/Description	Notes
6162493484328 or 860024521	(616)243-8405	Fire Dept./1500 Burton - Main#	Ported to VOIP - Sept 2014
6162493484328	(616)249-3429	Fire Dept./4507 S. Division - Main #	Ported to VOIP - Sept 2014
6162493484328	(616)249-3433	Fire Dept./2300 Gezon Pkwy SW	Ported to VOIP - Sept 2014
8310002214047	(616)249-8708	Util.(Holland)/5591 Gezon Ct. SW	Requested Disconnect 3/25/15
6162579607607	(616)257-9607	Multiple Depts./2700 DeHoop Av SW	Requested Disconnect 11/13/14
8310002214707	(616)530-9167	CH-Facilities/1155 28th ST SW	Requested Disconnect 12/18/14
8310002214110	(616)532-4632	Police Dept./2300 DeHoop Av SW	Requested Disconnect 11/13/14
	(616)532-9079	District Court/2650 DeHoop Av SW	Scheduled Disconnect for 12/18/14
8310002215303	(616)662-3849	Util.(Holland)/16700 New Holland St	Scheduled Disconnect for 12/22/14
8310002215303	(616)662-3850	Util.(Holland)/16700 New Holland St	Requested Disconnect 12/10/14
6166696290418	(616)669-5290	Util.(Holland)/16700 New Holland St	Requested Disconnect 11/13/14
6166695780418	(616)669-5780	Util.(Holland)/16700 New Holland St	Requested Disconnect 11/13/14
8310002214707	616R014921224	CH-Facilities/1155 28th St	Scheduled Disconnect for 12/23/14
8310002214110	616R022852323	Police Dept./2101 Gezon Pkwy SW	Requested Disconnect 06/01/15
8310002214047	616R032496700	Util.(CWP)/1155 28th ST	Requested Disconnect 11/13/14
8310002214047	616R015284012	CH-InfoTech/1155 28th ST	Requested Disconnect 03/25/15
8310001599358	8310001599358	CH-InfoTech/1155 28th ST	Scheduled Disconnect for 07/21/14
8310002214110	906R060714105	CH-Facilities/1155 28th ST	Scheduled Disconnect for 12/23/14
304904734001	?	Police Dept./(Long Distance Chgs)	Requested Disconnect 08/24/14

Please date and initial to confirm agreement: Date: _____ Initials: _____

Additional Services

- Visio WAN (Wide Area Network) Diagram
- Listing of all Lines and Locations (part of Standard Services)
- PBX Optimization / Analysis
- Disaster Recovery Policy Planning / Review
- Remote worker / Tele-commuter Policy
- Wireless Policies and Planning
- Technology Planning / Review
- White Page Listing Report and Analysis
- Bill Audit and Review – (part of Standard Services)
- Bill Payment
- Data Network Optimization, Wan Policies and Management
- Internet Traffic Optimization and Analysis
- Ongoing Moves, Ads and Changes
- Enliten™ Software TEM / WEM
- Ongoing RFP Issuance and Analysis
- Procurement Services

On-site tone and tag of lines and circuits

These services may be added to this Master Agreement. As this project moves forward and client needs are identified, CBI will provide additional documentation in a detailed Scope of Work. The additional services are listed to notify the client that these services are available as an additional project or "scope of work" from the telecom audit as defined on page 1-2 of this document.

Hourly Rates*

Bill Analyst \$ 95.00

Data and Wireless Analyst \$125.00

Consultant \$135.00

Senior Consultant \$150.00

Technical Writer, Programmer, and Senior Technical Consultant \$175.00

**Rates are subject to change*

Date: _____ Initials: _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PURCHASING AGREEMENT FOR
DE-ICING SALT WITH COMPASS MINERALS AMERICA, INC.

WHEREAS:

1. As detailed in the attached Staff Report, the Kent County Road Commission included the cities of Wyoming, Grand Rapids, Kentwood and Walker in a cooperative purchasing agreement for de-icing salt with Compass Minerals America, Inc.
2. The price under the purchasing agreement is \$66.63 per ton, with a 2,800 ton minimum and a 5,200 ton maximum purchase for the 2015-16 season.
3. It is recommended the City accept the purchasing agreement for de-icing salt with Compass Minerals America, Inc.
4. Sufficient funds have been budgeted in the Major Street and Local Street Winter Maintenance account numbers 202-441-47800-740000 and 203-441-47800-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a purchasing agreement for de-icing salt with Compass Minerals America, Inc.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Purchasing Agreement

STAFF REPORT

DATE: September 22, 2015
SUBJECT: De-icing Salt from Compass Minerals
FROM: Jodie Theis, Contracts and Procurement Supervisor
MEETING DATE: October 5, 2015

RECOMMENDATION

The Public Works Department recommends the City Council authorize the purchase of approximately 4,000 tons of de-icing salt from Compass Minerals at a unit price of \$66.63 per ton, in cooperation with the Kent County Road Commission and other local agencies.

SUSTAINABILITY CRITERIA

Environmental Quality - De-icing salt has potential environmental impacts; however, it is also essential for motorist's safety. The City takes steps to minimize its application while maintaining safe streets.

Social Equity - De-icing salt is used on all streets throughout the City. It is beneficial to all residents without regard to income or socio-economic status.

Economic Strength - Participation in the cooperative purchasing program allows the City to receive the best pricing on materials and services, thereby reducing the overall expense of de-icing salt.

DISCUSSION

The City of Wyoming has purchased de-icing salt as a cooperative purchase with the Kent County Road Commission, City of Grand Rapids, City of Kentwood and City of Walker for the last ten years. Compass Minerals has bid the de-icing salt at \$66.63 per ton for the 2015-2016 season which is \$.01 more than last season. Historical salt cost and increase information is presented below.

Season	Cost Per Ton (\$)	Percentage Increase
2010-2011	62.74	7.0%
2011-2012	63.52	1.2%
2012-2013	63.20	-0.5%
2013-2014	64.77	2.5%
2014-2015	66.62	2.9%
2015-2016	66.63	0.0%

Over the past 5 years, the City of Wyoming has used an average of approximately 5,100 tons of de-icing salt per winter season. Winter usage during that same time period has ranged from approximately 2,300 to 9,250 tons per year depending on the severity of the season. The purchasing agreement with Compass Minerals allows flexibility in that the City must purchase a minimum of 2,800 tons but can purchase a maximum of up to 5,200 tons of de-icing salt for this season. The City currently has approximately 6,500 tons of de-icing salt in storage and, with the flexibility afforded through this cooperative purchase, should have access to sufficient de-icing salt for this winter season.

BUDGET IMPACT

Sufficient funds have been budgeted in the Major Street and Local Street Winter Maintenance Accounts, 202-441-47800-740000 and 203-441-47800-740000 for the purchase of de-icing salt at a unit price of \$66.63 per ton. Estimated usage for the coming winter season is 4,000 tons of de-icing salt for a total estimated cost of \$266,520.00.

Attachment- Purchasing Agreement



Sold-To ("Purchaser"):

Bill Dooley
City of Wyoming
PO Box 905
Wyoming, MI 49509-0905

Date: June 10, 2015
Document: 124407
Tel: (616) 530-7229
Fax: (616) 249-3487
Email: dooleyb@wyomingmi.gov
Customer #: H706426
Preferred: Fax

Compass Minerals America Inc. (Seller) / Quotation for bulk de-icing salt

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
4,000	City of Wyoming (Kent Co) 2660 Burlingame SW Wyoming, MI 49509 Destination #: H783548 Delivery Lead Time: 3 days	66.63 Deliver	Depot: Ferrysburg, MI Product: 6615U C.C. Rock Salt w/Anti-caking-North Mode of Transport: DUMP (END OR BOTTOM) Distance: 34.4 Miles

The listed quantities for the seasonal fill tons are to be delivered beginning November 1, 2015.

The Customer commits to purchase 70% of the quantity shown and to commence receiving deliveries no later than December 31. Seller may decline any orders for any reason impacting its ability to ship product, including (but not limited to) the availability of product, conditions at the terminal or production facilities, or weather conditions. The Customer will be invoiced for any tons not taken up to the 70% (unless Seller has declined to deliver those tons).

Price(s) effective through Wednesday, 31 Aug 2016

Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).

Terms are NET 30 days from shipment with approved credit.

- This proposal is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- Delivered price(s) via dump and based on full truck load quantities.
- Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- Applicable taxes extra
- Compass Minerals America Inc. has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By:

Doug Dyer
Sales Manager 1-800-323-1641 Ext 9346
Compass Minerals America Inc.

Signature: Mary K. Wiegink
Title: Assist Director of Finance
Name: MARY K. WIEGINK for City of Wyoming
Date: 9/2/15

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail

Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Page 7 of 16

9900 W. 109th Street, Suite 600, Overland Park, KS 66210

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidders	Total Cost
Two (2) Reverse Pressure Zone Backflow Prevention Devices	DHE Plumbing and Mechanical	\$28,900.00

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:

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 23, 2015
Subject: Reverse Pressure Zone Backflow Prevention Devices (2)
From: Robert Veneklasen, Water Treatment Plant Operations Supervisor
Meeting Date: October 5, 2015

RECOMMENDATION:

It is recommended that the City Council authorize DHE Plumbing and Mechanical to provide equipment and construction services for the installation of two filter surface wash water line Reverse Pressure Zone Backflow Prevention Devices (RPZ) for the north treatment facility filters 1-6 and 7-12 respectively.

SUSTAINABILITY CRITERIA:

Environmental Quality – The use of a backflow prevention device is to prevent introduction of non-potable water into the treated, potable, water supply thereby retaining the integrity and high quality of the treated water and protecting 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 socio-economic status. All of Wyoming’s residents enjoy equal access to the benefits of our state-of-the-art drinking water treatment technologies.

Economic Strength – The use of backflow prevention devices for the water treatment process ensures a safe, high quality, drinking water for the best value and ensuring the lowest cost for our residents and customers.

DISCUSSION:

On September 22, 2015 the City received three bids for installation of the two Reverse Pressure Zone Backflow Prevention devices. Thirty one invitations to bid were sent to prospective bidders. The bids received are shown below:

<u>FIRM</u>	<u>BID COST</u>
DHE Plumbing and Mechanical	\$28,900.00
Franklin Holwerda Company	\$31,727.00
Northern Boiler Mechanical Contractors, Inc.	\$55,750.00

The Water Treatment Plant undergoes a Sanitary Survey conducted by the Michigan Department of Environmental Quality as required by the United States Environmental Protection Agency. This survey is conducted every five-years and was last performed in 2013. The survey includes a “Recommendation Summary” that identifies and ranks items which should be addressed by the utility.

One of the recommendations at the Water Treatment Plant was indication, “The finished water does not appear to be adequately protected from backsiphonage of the surface wash system” as the original air/vacuum relief valve is no longer an approved backflow prevention device. This condition is common to both the original filters 1-6 and filters 7-12.

In order to address the MDEQ’s expectations an engineering design document suitable for soliciting competitive price bids was generated by our consultant, Black & Veatch. Subsequently bid requests were released according to City standards.

An evaluation of the bid provided and solicitation for references from previous clients who have had similar work performed by DHE Plumbing and Mechanical revealed favorable outcomes and recommendations.

Therefore, it is recommended the City Council authorize awarding the Water Treatment Plant RPZ installation to DHE Plumbing and Mechanical at a cost of \$28,900.00.

BUDGET IMPACT:

This equipment replacement was planned and will be financed out of account #591-591-573.00-986.956.

9/8/15
Clerk/RG

ORDINANCE NO. 9-15

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE
CITY OF WYOMING BY ADDING SUBSECTION (102) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (102) thereto, to read as follows:

(102) To rezone 1.8 acres from I-1 Light Industrial to B-1 Local Business
(485 – 44th Street SE)

LEGAL DESCRIPTION:

Lot 67, also the South 50 feet of that part of Lot 64 lying East of the East line of Lot 66, Kent Industrial Center No. 2, part of Section 19, T6N, R11W, City of Wyoming, Kent County, Michigan.

Section 2. This ordinance shall be in full force and effect on the _____ day of October, 2015.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the _____ day of October, 2015.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 9-15



August 26, 2015

Ms. Kelli Vandenberg
City Clerk
Wyoming, MI

Subject: Request to rezone 1.8 acres from I-1 Light Industrial to B-1 Local Business. The property is located at 485 – 44th Street, SE.

Recommendation: To approve the subject rezoning request.

Dear Ms. Vandenberg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on August 18, 2015. A motion was made by Micele, supported by Hegyi, to recommend to City Council approval of the rezoning. The motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

The petitioner has optioned this property with the intention of redeveloping the existing vacant bank building into a Jimmy John’s restaurant with a drive through (see attached exhibits). The proposed use would be allowable by Special Use Approval from the Planning Commission in the B-1 Local Business zoning district. This is the same zoning which is on the property immediately east, which is used also for a drive through restaurant. If the rezoning is approved, the petitioner would then apply for Special Use and Site Plan Approvals from the Planning Commission. Staff had the following additional comments:

1. The City of Wyoming controls only the small area on the north side of 44th Street east of Division Avenue between Madison Avenue and Roger B Chaffee. The remainder is controlled by the City of Kentwood. Properties in this area in Kentwood are a mixture of industrial and commercial uses, including a nearby Arby’s restaurant with drive through service. The adjoining property to the east is zoned B-1 Local Business and has a drive through restaurant use.
2. The City of Wyoming Land Use Plan was adopted in 2006. This site is recommended for Business Industrial uses as part of the entire Roger B. Chaffee corridor. The proposed restaurant use is contrary to the general recommendation of the Land Use Plan. However, The Business Industrial category specifically recommends “In mature areas where underutilized or vacant facilities must be reinvigorated, the primary emphasis must be placed on attracting new users and

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

creating a stabilizing force for the surrounding neighborhoods.” The proposed restaurant use would repurpose this property and would be compatible with other nearby drive through restaurant uses along 44th Street.

3. This section of 44th Street is a four lane boulevard carrying approximately 28,000 vehicles per day. The proposed reuse of the 1,975 square foot building to a restaurant can be readily accommodated by 44th Street. There is also direct access to Roger B. Chaffee. A restaurant use, in close proximity and serving the large workforce along Roger B. Chaffee, would reduce the number of vehicles venturing further along the major thoroughfares to commercial areas along Division Avenue or 28th Street.

Conformance with the City of Wyoming Sustainability Principals:

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed rezoning and subsequent redevelopment would be beneficial to this mixed industrial and commercial area. The redevelopment would repurpose a long-term vacant property. This will enhance the overall economic strength of the 44th Street corridor. Some employment will occur with the restaurant use. The proposed rezoning and subsequent redevelopment to a Jimmy John’s restaurant conforms to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council approval of the rezoning.

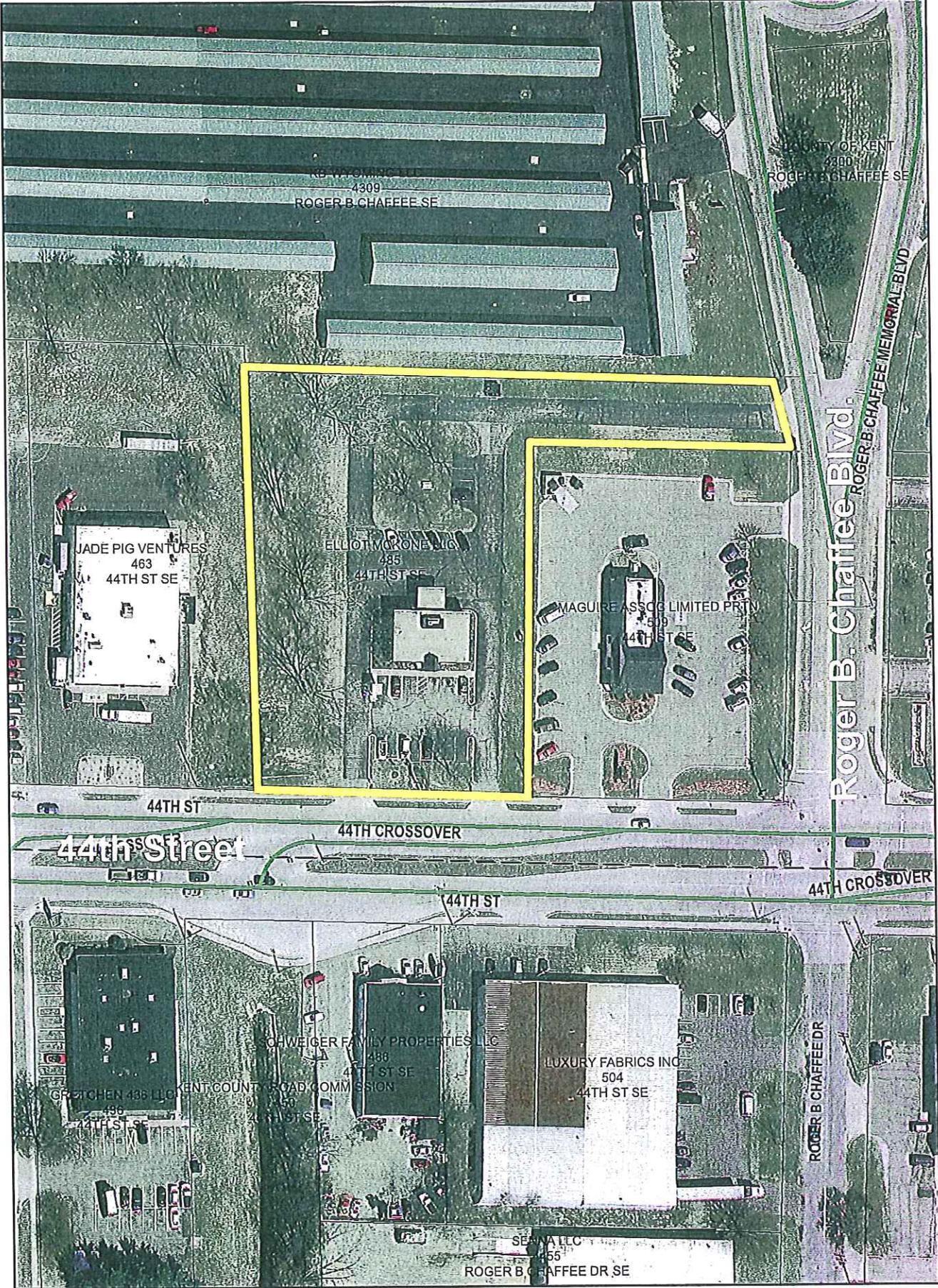
There were no comments made at the public hearing. A motion was made by Micele to recommend to the City Council approval of the rezoning. The motion was supported by Hegyi. After discussion, the motion passed unanimously.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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



ROGER B. CHAFFEE SE
4309

ROGER B. CHAFFEE SE
4309

JADE PIG VENTURES
463
44TH ST SE

ELLIOT MCNEUG
485
44TH ST SE

MAGUIRE ASSOC LIMITED PRTN
489
44TH ST SE

44TH ST

44TH CROSSOVER

44th Street

44TH CROSSOVER

44TH ST

SCHWEIGER FAMILY PROPERTIES LLC
488
44TH ST SE

LUXURY FABRICS INC
504
44TH ST SE

GRZETCHEN 436 LLC
436
44TH ST SE

KENT COUNTY ROAD COMMISSION
450
44TH ST SE

SENA LLC
455
ROGER B. CHAFFEE DR SE

ROGER B CHAFFEE DR

Roger B. Chaffee Blvd.

ROGER B. CHAFFEE MEMORIAL BLVD

