

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

Monday, October 14, 2013, 7:00 P.M.

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) Presentation on The Rapid**
- 5) City of Wyoming-City of Grandville Connection Agreement**
- 6) Proposed Repeal of Tattoo Business License Ordinance**
- 7) Clerical Analysis**
- 8) Proposed Property Compliance Analyst**
- 9) Interlocal Agreement Draft for Ambulance Consortium**
- 10) Any Other Matters**
- 11) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO APPROVE AND ADOPT
THE CITY OF WYOMING-CITY OF GRANDVILLE CONNECTION AGREEMENT

WHEREAS:

1. The attached City of Wyoming-City of Grandville Connection Agreement was negotiated between representatives of the City of Wyoming and the City of Grandville.
2. The Grandville City Council approved, adopted, and executed the Agreement on September 23, 2013.
3. The representatives for the City of Wyoming unanimously recommend that the Agreement be approved and adopted by the Wyoming City Council effective November 1, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to approve and adopt the City of Wyoming-City of Grandville Connection 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:

ATTACHMENT:
Agreement

Heidi A. Isakson, Wyoming City Clerk

Staff Report

Date: October 14, 2013
Subject: Grandville Connection Agreement
From: Tom Kent, Deputy Director of Public Works

Recommendation: Staff recommends adoption of the attached Connection Agreement with the City of Grandville. This new agreement restates the existing contractual arrangements between the two cities to reflect only permitted, occasional use of an existing force main that connects the Grandville Clean Water Plant with the Wyoming Clean Water Plant (CWP).

Sustainability Criteria:

Environmental Quality – The Grandville force main was in daily use prior to the expansion of their wastewater plant in 2012. This force main is an important asset that provides an additional layer of environmental protection and may be used when the Grandville plant is unable to process the required amount of wastewater due to a system failure, required maintenance activities, or some other extraordinary event. Wastewater from Grandville will only be accepted with Wyoming’s permission and so long as the acceptance does not cause an upset or compliance issue at the Wyoming CWP.

Social Equity – The continued use of this force main in a manner that protects the environment provides an important social benefit to everyone in the watershed.

Economic Strength – The Connection Agreement specifies preventative maintenance and prudent operational procedures that will help to preserve this asset and keep it in good working condition for long term use.

Discussion:

Over the past several months, we’ve been working on a new wastewater agreement with the City of Grandville. Grandville completed the expansion of their wastewater treatment plant in 2012 and has ceased to routinely discharge wastewater to the Wyoming CWP. As a result, we feel it is important to develop a new agreement that restates their current relationship with the City of Wyoming. The new connection agreement includes the following key provisions:

- Grandville currently owns the existing force main that connects the two utility plants and will be responsible for performing the ongoing maintenance and repair necessary to keep the main in good working condition.

- Grandville may use the force main to discharge wastewater to the Wyoming Clean Water Plant only occasionally as needed for emergency purposes or during times of plant maintenance or upset at their facility.
- Grandville must seek Wyoming's prior approval and provide notification of the amount and duration of wastewater flow during any proposed diversion event.
- Wyoming is responsible for keeping the flow metering equipment located at the Wyoming CWP in good working condition so that any wastewater discharged to Wyoming will be accurately metered and billed to the City of Grandville.
- Wyoming will charge an annual readiness-to-serve charge of \$1,000, with an annual inflation escalator of 3%, to cover the costs of maintaining the flow metering equipment.
- Wyoming will charge Grandville the average per unit rate being charged to all wholesale customers for any wastewater diverted to the Wyoming plant.
- Standard contract language regarding default, dispute resolution, agreement cancellation, notification, and indemnification is also included in the agreement.
- The term of the agreement is 40 years and includes the option to extend.

The Grandville City Council has previously reviewed and approved this agreement and their Mayor has executed the Connection Agreement as of September 23, 2013.

Budget Impact:

There is no significant impact to the budget as the inflation adjusted readiness-to-serve charges cover Wyoming's cost to maintain the metering equipment and any wastewater diverted to Wyoming from Grandville for treatment will be billed at the average wholesale customer rate.

CONNECTION AGREEMENT

THIS CONNECTION AGREEMENT (the "Agreement") dated as of _____, 2013, by and between the **CITY OF WYOMING**, Kent County, Michigan, a Michigan municipal corporation ("Wyoming"), whose address is 1155 28th Street S.W., Wyoming, Michigan, 49509, and the **CITY OF GRANDVILLE**, Kent County, Michigan, a Michigan municipal corporation ("Grandville"), whose address is 3195 Wilson Avenue, S.W., Grandville, Michigan 49418.

RECITALS

A. Grandville owns and operates the Grandville Clean Water Plant (the "Grandville CWP") along with other related and appurtenant facilities and equipment (the "Grandville Sewer System") for the benefit of sanitary sewer system users within its constituent municipalities, i.e., Grandville, Georgetown Township, Jamestown Township and Hudsonville (the "Constituent Municipalities").

B. Prior to the commencement of the expansion and improvement of the Grandville CWP, sanitary sewage originating from the Grandville Sewer System and certain adjacent areas was collected and transported to the City of Wyoming Clean Water Plant (the "Wyoming CWP") via a force main connection located between the Grandville CWP and the Wyoming CWP for treatment and disposal at the Wyoming CWP.

C. The force main connection to the Wyoming CWP, while not routinely utilized, continues to exist and Wyoming and Grandville believe it is beneficial to provide for the diversion of sanitary sewage flow from the Grandville CWP to the Wyoming CWP when necessary and as requested by Grandville.

NOW, THEREFORE, in consideration of the respective representations and agreements contained herein, Wyoming and Grandville agree as follows:

Section 1. Diversion Permitted. Wyoming will permit, in accordance with the terms and conditions of this Agreement, sanitary sewage flow originating in the Grandville Sewer System and which would otherwise be treated and disposed of at the Grandville CWP to be diverted through the existing force main for treatment and disposal at the Wyoming CWP.

Section 2. Notification and Approval Protocol.

a. If Grandville desires, to direct sanitary sewage from the Grandville Sewer System through the existing force main to the Wyoming CWP, it shall make a request in person or by telephone with immediate confirmation by e-mail to Wyoming's Utility Plant Superintendent or his or her designee identified in writing by Wyoming to Grandville (the "Wyoming Representative"). The request shall be made to Wyoming by the Grandville CWP Plant Superintendent or his or her designee as identified in writing by Grandville to Wyoming (the "Grandville Representative"). The request shall include the time at which the proposed diversion would occur, the estimated flow rate, the estimated duration of the diversion and the name and mobile telephone number of the Grandville employee or agent responsible for Grandville undertaking the diversion through the force main. Wyoming shall promptly respond to the request and shall, at its discretion, approve the diversion, specify the time during which the diversion may occur and the average and maximum rates of flow permitted. Upon approval by Wyoming, Grandville shall be responsible for operating the valves as necessary to permit the diversion of flow in accordance with the conditions of Wyoming's approval. Where there is an immediate risk to public health, safety and welfare if the diversion does not immediately occur and if, after making a diligent effort, the Grandville Representative has been unable to contact

the Wyoming Representative, Grandville may operate the necessary valves to permit a diversion, provided, the Grandville Representative shall continue to diligently make efforts to contact the Wyoming Representative for approval. If, after making contact, the Wyoming Representative does not subsequently approve the diversion, Grandville shall immediately discontinue the diversion.

b. Approval of a diversion by Wyoming is subject to its determination that additional sanitary sewage flow will not cause an upset, sewer back-up, or other imminent risk to the Wyoming CWP or contribute to the Wyoming CWP experiencing a sanitary sewer overflow, NPDES permit violation or a violation of the Clean Air Act.

c. Promptly after the event requiring the diversion has abated, Grandville shall discontinue the diversion and, as necessary, close the valves to the force main. Grandville shall promptly notify the Wyoming Representative in person or by telephone of such discontinuance.

d. Subsequent to any Grandville Sewer System sanitary sewage entering the Wyoming CWP through the force main, Grandville shall promptly conduct thorough flushing of the force main with a sufficient volume of clear water to evacuate any residual sanitary sewage present in the force main.

e. All Grandville Sewer System sanitary sewage diverted to the Wyoming CWP shall be metered by Wyoming for billing pursuant to Section 5 hereof.

Section 3. Maintenance and Repair.

a. Grandville shall be responsible at its sole cost for the maintenance and repair of the sanitary sewer force main from the Grandville CWP including all valves. Grandville may open and close the valves from time to time to ensure their proper operation. In the event such maintenance and repair will result in Grandville Sewer System sanitary sewage entering the

Wyoming CWP, Grandville may only do so with the prior approval by Wyoming which approval shall specify the rate of flow and the period of time that such flow may continue.

b. Subsequent to any Grandville Sewer System sanitary sewage entering the Wyoming CWP through the force main due to routine maintenance operations, Grandville shall promptly conduct thorough flushing of the force main with a sufficient volume of clear water to evacuate any residual sanitary sewage present in the force main.

c. All Grandville Sewer System sanitary sewage entering the Wyoming CWP during such maintenance and repair operation shall be metered by Wyoming for billing pursuant to Section 5 hereof.

d. The force main between the Grandville CWP and the Wyoming CWP is being utilized only on an occasional basis. Grandville employees, representatives and agents shall inspect this force main at least annually for the purpose of determining that such force main will be functional in the event of a diversion. Grandville shall advise Wyoming of the results of any inspections. If Wyoming determines that maintenance or repair of the force main is required or Grandville , upon inspection of the force main, determines that maintenance or repair is required to assure its use in a diversion of Grandville Sewer System sanitary sewage flow, Grandville shall , at its sole cost, perform maintenance and repairs as necessary.

Section 4. Metering of Flow. In the event of the diversion of Grandville Sewer System sanitary sewage pursuant to Section 2 hereof or maintenance or repair activities pursuant to Section 3 hereof, Grandville Sewer System sanitary sewage flow entering the Wyoming CWP shall be metered at the Wyoming CWP by an accurate, annually tested meter. The existing metering equipment shall be utilized and shall be maintained, repaired and read by Wyoming. All meter testing results shall be available for review upon request. For the purpose of billing,

all meter readings shall be recorded and reported by Wyoming and a copy of the recorded meter readings shall be provided to Grandville.

Section 5. Charges for Service.

a. In the event of the diversion of Grandville Sewer System sanitary sewage pursuant to Section 2 hereof or maintenance and repair activities pursuant to Section 3 hereof, Wyoming shall invoice Grandville for such flow entering the Wyoming CWP at a rate equal to the average per unit rate being charged to all wholesale customer communities of the Wyoming Sewer System.

b. Following a diversion event or at 30-day intervals if a diversion event continues for more than 30 days, Wyoming will invoice Grandville for the diverted sanitary sewage flow and Grandville shall pay such bill within 60 days of the invoicing date. If the invoice is not paid within such 60-day period, there shall be added to the amount due a service charge equal to 1.5% per month on the unpaid amount from the date such amount first became due and payable.

c. In addition, Grandville shall pay Wyoming an annual readiness-to-serve charge. The amount of the first annual readiness-to-serve charge is \$1,000 and shall be due and payable on the effective date of this Agreement. Thereafter, the readiness-to-serve charge for each annual period shall be paid by Grandville to Wyoming in an amount equal to the prior annual period's readiness-to-serve charge plus 3% of such amount and shall be due and payable on each annual anniversary date of the effective date of this Agreement as indicated in Section 13 hereof. The readiness-to-serve charge shall be refundable on a pro-rated basis in the event of the termination of this agreement.

Section 6. Facility Access. Grandville shall, upon reasonable notice, permit Wyoming, its employees, officers, agents and contractors access to the force main and related

valves at such time that Grandville requests the diversion of Grandville Sewer System sanitary sewage to the Wyoming CWP and at all reasonable times during the continuance of such diversion. In addition, Grandville shall, upon reasonable notice, permit Wyoming, its employees, officers, agents and contractors to observe testing by Grandville of valves and other facilities related to the force main connection. Wyoming shall, upon reasonable notice, permit Grandville, its employees, officers, agents and contractors access to the metering facility located at the Wyoming CWP at such time that Grandville requests the diversion of Grandville Sewer System sanitary sewage to the Wyoming CWP and at all reasonable times during the continuance of such diversion. In addition, Wyoming shall, upon reasonable notice, permit Grandville, its employees, officers, agents and contractors to observe testing by Wyoming of metering equipment and other facilities related to the force main connection.

Section 7. Character of Sanitary Sewage. No sanitary sewage emanating from the Grandville Sewer System and entering the Wyoming CWP shall have characteristics that (a) may cause damage to the Wyoming CWP infrastructure, or (b) may create a risk to public health, safety and welfare at the Wyoming CWP, or (c) are detrimental to the effective operation of Wyoming's treatment facilities, or (d) will require an unusually large treatment expense. Grandville agrees to pay all fines, charges or costs of actions against Wyoming resulting from the diversion of Grandville Sewer System sanitary sewage to the Wyoming CWP. Further, Grandville agrees to pay the cost of repair or replacement of any damage to the Wyoming CWP resulting from such diversion.

Section 8. Indemnification. To the extent permitted by law Grandville agrees, at its expense, to defend, indemnify and hold harmless Wyoming, its council, officers, employees and agents (the "Wyoming Indemnified Party" or "Wyoming Indemnified Parties") from and against

all claims, damages, expenses, liabilities and losses of any character or nature whatsoever arising out of or resulting from injury or damage to persons or property with respect to (a) the nature, content or composition of sanitary sewage of the Grandville Sewer System entering the Wyoming CWP during a diversion event and (b) Grandville's ownership, operation, construction, repair, replacement and maintenance of the Grandville Sewer System including, but not limited to, the force main. The indemnified obligations shall include the payment of all reasonable attorneys' fees and other expenses of defense. Grandville reserves the right to approve legal counsel and such approval shall not be unreasonably withheld. Grandville shall have the option to settle any such claim, demand or liability on such terms as it shall determine. In providing the indemnification set forth above, Grandville is not waiving any defenses otherwise available to it by law provided such defenses are also available to and asserted by Grandville for the benefit of the Wyoming Indemnified Parties. Grandville shall not be responsible for the indemnification obligations set forth above with respect to any Wyoming Indemnified Party to the extent that the Wyoming Indemnified Party has waived a defense which was otherwise available to it by law.

Section 9. Term. This Agreement shall be effective upon the date as set forth in Section 13 hereof and shall continue for an initial term of 40 years. Prior to the expiration of the initial 40 year term of this Agreement, Wyoming and Grandville agree to consider the approval of an extension of the term of this Agreement on the same terms and provisions or other mutually agreeable terms and provisions. Notwithstanding any other provisions of this Agreement including the above provisions of this Section 9, either party to this Agreement may terminate this Agreement at any time for any reason upon not less than 90 days' notice given to the other party pursuant to Section 12 hereof.

Wyoming: City of Wyoming Clean Water Plant
2350 Ivanrest Avenue S.W.
Wyoming, Michigan 49418
Attention: Utility Plant Superintendent
Telephone: (616) 261-3550

Grandville: City of Grandville Clean Water Plant
15 Baldwin Street S.W.
Jenison, Michigan 49428
Attention: Clean Water Plant Superintendent
Telephone: (616) 457-0720

Section 13. Effective Date. This Agreement shall be effective November 1, 2013.

Section 14. Miscellaneous.

a. If any provision of this Agreement is unenforceable, in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement as circumstances require, and this Agreement shall be construed as if such provision had been incorporated in this Agreement as so limited, or as if such provision had not been included in this Agreement, as the case may be.

b. Neither party may assign this Agreement without the written consent of the other party.

c. This Agreement contains all of the representations and statements by each party to the other and expresses the entire understanding between the parties with respect to the subject matter of this Agreement.

d. This Agreement may only be amended by written agreement signed by the parties.

e. This Agreement shall be governed and construed under the laws of the State of Michigan.

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

CITY OF WYOMING

By: _____
Jack Poll, Mayor

Attest: _____
Heidi Isaakson, City Clerk

CITY OF GRANDVILLE

By: _____
James Buck, Mayor

Attest: _____
Mary Meines, City Clerk

ORDINANCE NO.

AN ORDINANCE TO REPEAL ARTICLE XV
OF CHAPTER 14 OF THE CODE OF
THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Article XV of Chapter 14 of the Code of the City of Wyoming is hereby repealed.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2013.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the ____ day of _____, 2013.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. _____

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

Cc: Barbara VanDuren, Deputy City Manager
Jack Sluiter, City Attorney

FROM: Heidi A. Isakson, City Clerk

DATE: October 9, 2013

RE: Proposed Repeal of Tattoo Business License Ordinance

Recommendation:

That City Council repeal Article XV of Chapter 14 (Tattoo Parlors) of the Code of the City of Wyoming.

Sustainability Criteria:

Environmental Quality – No impact

Social Equity – Removing requirements for tattoo or body art businesses that are duplicative or contradictory with State law, or that are more burdensome than for other business types with similar risks would be more equitable.

Economic Strength – Repeal of this ordinance would have a nearly neutral cost to the City of Wyoming, but would save individual tattoo businesses 60% in the annual license fee.

Discussion:

Public Act 375 of 2010 created a requirement in Michigan that “body art facilities” be licensed. It took some time for the Department of Public Health to develop the licensing requirements and application process, but the licensing of body art facilities (which includes tattoo, permanent make-up, piercing, etc.) is now up and running, with inspections performed by the Health Department in each county.

I have compared each of the requirements of our Ordinance for “Tattoo Parlors” with the handbook provided to body art facilities and the checklist used for inspections by the Health Department. The requirements in our Ordinance are either duplicative or contradictory and out-of-date.

I consulted with the City Attorney, Building Inspections, Planning and the Police Department and received confirmation that this section of the business license ordinance is no longer needed. Additionally, a requirement that licensees and their employees be of “good moral character” has been difficult to interpret, apply and enforce, and should be eliminated.

Beginning March 1, 2014, when the current Tattoo Parlor licenses expire, these businesses will be converted to “general” business licenses. Our ordinance does require that any business or occupation that requires a state license furnish evidence of that license to the City to obtain a business license, and that requirement will apply to these “body art” facilities.

Total 2012 revenue for Tattoo Parlors was \$700, at a license fee of \$100 per establishment. In the future the fee for these businesses will be \$40, so revenue will decline approximately \$400, out of total estimated business license revenue of about \$100,000.

PART II - CODE OF ORDINANCES

Chapter 14 - BUSINESSES

ARTICLE XV. - TATTOO PARLORS

DIVISION 1. - GENERALLY

ARTICLE XV. - TATTOO PARLORS

[DIVISION 1. - GENERALLY](#)

DIVISION 2. - LICENSED
DIVISION 1. - GENERALLY

[Sec. 14-831. - Definitions.](#)

[Sec. 14-832. - Health and sanitary requirements.](#)

[Sec. 14-833. - Care of instruments.](#)

[Sec. 14-834. - Records.](#)

[Sec. 14-835. - Infections.](#)

[Sec. 14-836. - Materials used.](#)

[Sec. 14-837. - Certificate of inspection.](#)

[Sec. 14-838. - Inspections.](#)

[Sec. 14-839. - Minors.](#)

[Secs. 14-840—14-870. - Reserved.](#)

Sec. 14-831. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Certificate of inspection means the written approval from the city sanitarian or his authorized representative that the tattooing establishment has been inspected and meets all of the terms of this article relating to physical facilities, equipment and layout for operation of such business.

City sanitarian means the person or his authorized representative as designated by the city manager.

Operator means any individual, firm, company, corporation or association that owns or operates an establishment where tattooing is performed and any individual who performs or practices the art of tattooing on the person of another.

Tattoo parlor means any place where persons are tattooed for consideration, other than a licensed medical practitioner, or where tattooing is regularly conducted whether or not it is in exchange for compensation.

Tattoo, tattooed, tattooing means any method of placing designs, letters, scrolls, figures, symbols or any other marks upon or under the skin with ink or any other substance resulting in the coloration of the skin by the aid of needles or any other instruments designed to touch or puncture the skin.

(Code 1983, § 10.605)

Cross reference— Definitions generally, § 1-2.

PART II - CODE OF ORDINANCES

Chapter 14 - BUSINESSES

ARTICLE XV. - TATTOO PARLORS

DIVISION 1. - GENERALLY

Sec. 14-832. - Health and sanitary requirements.

Each person who operates a tattooing establishment shall comply with the following requirements:

- (1) The room in which tattooing is done shall have an area of not less than 100 square feet. The walls, floors and ceiling shall have an impervious, smooth and washable surface. A toilet shall be located in the establishment and shall be accessible to the public at all times when the tattooing establishment is open for business. The lavatory shall be supplied with hot and cold running water, soap and sanitary towels. All tables and other equipment shall be constructed of easily cleanable material, shall be painted or finished in a light color, with a smooth washable finish, and shall be separated from the view of waiting customers or observers by a panel at least six feet high or by a door. The entire premises and equipment shall be maintained in a clean, sanitary condition and in good repair.
- (2) The operator shall wash his hands thoroughly with soap and water before starting to tattoo. The hands shall be dried with individual, single-use towels.
- (3) No tattooing shall be done on any skin surface that has rash, pimples, boils or infections, or manifest any evidence of unhealthy conditions.
- (4) No skin area shall be penetrated, abraded or treated with chemicals for the purpose of removing, camouflaging or altering any blemish, birthmark, scar or tattoo.
- (5) Safety razors with a new, single-service blade for each customer or patron or a straight-edge razor may be used and shall be thoroughly cleaned and sterilized before use on each customer or patron.
- (6) The area to be tattooed shall first be thoroughly washed for a period of two minutes with warm water to which has been added an antiseptic liquid soap. A sterile single-use sponge shall be used to scrub the area. After shaving and before tattooing is begun, a solution of 70 percent alcohol shall be applied to the area with a single-use sponge used and applied with a sterile instrument.
- (7) Only petroleum jelly in collapsible metal or plastic tubes, or its equivalent as approved by the city sanitarian, shall be used on the area to be tattooed; and it shall be applied with sterile gauze. The use of styptic pencils, alum blocks or other solid styptics to check the flow of blood is prohibited.
- (8) Inquiry shall be made and anyone giving a history of recent jaundice or hepatitis may not be tattooed within one year of their being cured of such illness.
- (9) Single-service or individual containers of dye or ink shall be used for each patron, and the container therefor shall be discarded immediately after completing work on a patron. Any dye in which the needles were dipped shall not be used on another person. Excess dye or ink shall be removed from the skin with an individual sterile sponge or a disposable paper tissue, which shall be used only on one person and then immediately discarded. After completing work on any person, the tattooed area shall be washed with sterile gauze saturated with an antiseptic soap solution approved by the city sanitarian, or a 70 percent alcohol solution. The tattooed area shall be allowed to dry and petroleum jelly from a collapsible or plastic tube shall be applied, using sterile gauze. A sterile gauze dressing shall then be fastened to the tattooed area with adhesive tape.

(Code 1983, § 10.611)

PART II - CODE OF ORDINANCES

Chapter 14 - BUSINESSES

ARTICLE XV. - TATTOO PARLORS

DIVISION 1. - GENERALLY

Sec. 14-833. - Care of instruments.

- (a) All clean and ready-to-use needles and instruments shall be kept in a closed glass or metal case or storage cabinet while not in use. Such cabinet shall be maintained in a sanitary manner at all times.
- (b) A steam sterilizer (autoclave) shall be provided for sterilizing all needles and similar instruments before use on any customer, person or patron. (Alternate sterilizing procedures may only be used when specifically approved in writing by the city sanitarian.) Sterilization of equipment will be accomplished by exposure to live steam for at least 30 minutes at a minimum pressure of 15 pounds per square inch, temperature of 240 degrees Fahrenheit or 116 degrees Celsius.
- (c) The needles and instruments required to be sterilized shall be so used, handled and temporarily placed during tattooing so that they will not be contaminated.

(Code 1983, § 10.612)

Sec. 14-834. - Records.

Permanent records for each patron or customer shall be maintained by the licensee or operator of the establishment. Before the tattooing operation begins, the patron or customer shall be required personally to enter, on a record form provided by such establishments, the date, his name, address, age, record of and recent history of jaundice or hepatitis, serial number if a member of the armed forces, and his signature. Such records shall be maintained in the tattoo establishment and shall be available for examination by the city sanitarian. Records shall be retained by the operator or licensee for a period of not less than two years. In the event of a change of ownership or closing of the business, all such records shall be made available to the city sanitarian.

(Code 1983, § 10.613)

Sec. 14-835. - Infections.

No person, customer or patron having any skin infection or other disease of the skin or any communicable disease shall be tattooed. All infections resulting from the practice of tattooing which become known to the operator shall promptly be reported to the city sanitarian by the person owning or operating the tattooing establishment, and the infected client shall be referred to a physician.

(Code 1983, § 10.614)

Sec. 14-836. - Materials used.

- (a) All pigments, dyes, colors, etc., used in tattooing shall be sterile and free from bacteria, virus particles and noxious agents and substances; and the pigments, dyes and colors used from stock solutions for each customer or patron shall be placed in a single-service receptacle, and such receptacle and remaining solution shall be discarded after use on each customer or patron.
- (b) All bandages and surgical dressings used in connection with the tattooing of a person shall be sterile.

(Code 1983, § 10.615)

PART II - CODE OF ORDINANCES

Chapter 14 - BUSINESSES

ARTICLE XV. - TATTOO PARLORS

DIVISION 1. - GENERALLY

Sec. 14-837. - Certificate of inspection.

An applicant for a license to operate a tattooing establishment shall first obtain a certificate of inspection from the city sanitarian, indicating the establishment has been inspected and is in compliance with the provisions of this article. The certificate of inspection is valid for only one year; and, therefore, a current certificate must be presented each year upon an application for a renewal of the license. The certificate shall be prominently displayed on the premises.

(Code 1983, § 10.616)

Sec. 14-838. - Inspections.

The city sanitarian may conduct periodic inspections of any tattooing establishment for the purpose of determining whether or not the establishment and the persons performing the art of tattooing therein are in compliance with all applicable ordinances. It shall be unlawful for any person or operator of a tattooing establishment willfully to prevent or restrain the city sanitarian from entering any licensed establishment where tattooing is being performed for the purpose of inspecting the premises, after proper identification is presented to the operator.

(Code 1983, § 10.617)

Sec. 14-839. - Minors.

All licensees must comply with all other chapters of the city Code. Additionally, it shall be unlawful to tattoo a minor without the written consent of his parent or guardian.

(Code 1983, § 10.618)

Secs. 14-840—14-870. - Reserved.

PART II - CODE OF ORDINANCES

Chapter 14 - BUSINESSES

ARTICLE XV. - TATTOO PARLORS

DIVISION 2. - LICENSE

DIVISION 2. - LICENSE

[Sec. 14-871. - Required.](#)

[Sec. 14-872. - Application information required; qualifications of applicant.](#)

[Sec. 14-873. - Application fee.](#)

[Sec. 14-874. - License fee.](#)

[Sec. 14-875. - Suspension and revocation.](#)

[Secs. 14-876—14-900. - Reserved.](#)

Sec. 14-871. - Required.

It shall be unlawful for any person to engage in the business of operating a tattoo establishment without first obtaining a license to engage in such business from the city clerk in accordance with the provisions of this article.

(Code 1983, § 10.606)

Sec. 14-872. - Application information required; qualifications of applicant.

- (a) Any person, partnership, organization or corporation applying for a license to operate a tattoo parlor shall include the following information in their application:
- (1) The name, address, date of birth and trade name under which they will conduct business; if a corporation, its name, date, place of incorporation, address of its principal place of business and the names of its principal officers, together with their respective addresses and date of birth and, if a partnership, association or unincorporated company, the names of the partners, owners and the managing officer or employee and their business and residence addresses and date of birth of each person identified;
 - (2) Submit a list of persons employed and working at the business, including their names, addresses and date of birth;
 - (3) Submit a health certificate issued by a licensed medical practitioner for each employee listed in subsection (a)(2) of this section;
 - (4) License history of other establishments operated by any person listed in subsection (a)(1) of this section as required by the clerk; and
 - (5) Certificate of inspection by the city sanitarian.
- (b) To be granted a license, each owner, managing officer and employee must display good moral character as evidenced by their criminal record and license history.

(Code 1983, § 10.607)

PART II - CODE OF ORDINANCES

Chapter 14 - BUSINESSES

ARTICLE XV. - TATTOO PARLORS

DIVISION 2. - LICENSE

Sec. 14-873. - Application fee.

An application for a license shall be accompanied by a fee in the amount set by resolution of the city council from time to time; provided, however, that no application fee shall be required for renewal of an existing license. Any change of ownership shall require a new application and license, with payment of fees therefor.

(Code 1983, § 10.608)

Sec. 14-874. - License fee.

The license fee for engaging in the business of operating a tattoo parlor within the city shall be as set forth in [section 14-40](#). The licensee will be required to update his application and meet the requirements of this article in order to be eligible for renewal.

(Code 1983, § 10.609)

Sec. 14-875. - Suspension and revocation.

Suspension and revocation of license shall be in accordance with [section 14-52](#) et seq.

(Code 1983, § 10.610)

Secs. 14-876—14-900. - Reserved.

Staff Report

Date: 10/07/2013
Subject: Clerical Analysis - Position Additions and Deletions
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: October 21, 2013 City Council Meeting

Recommendation:

Staff recommends approval of the closure of 22 existing clerical and office support classifications and the addition of eight newly created office support classifications to the Classification and Wage Schedules for the Wyoming City Employees Union and the Wyoming Administrative and Supervisory Association.

Sustainability Criteria:

Environmental Quality – Approval of these changes does not significantly impact environmental quality.

Social Equity – Approval of these changes ensure the City of Wyoming is able to employ skilled individuals in office support positions and that it is able to do so at rates that reflect the private and public market and that are equitable internally.

Economic Strength – Approval of these changes will position the City to employ office support staff with the skills and educational backgrounds that are needed by the organization today and into the future, and will allow the City to operate with greater flexibility and efficiency.

Discussion:

Significant changes have occurred throughout the City over the past several decades. Technological changes, the evolution of public service, operational modifications and restructuring have changed how departments function. Throughout these changes, the position titles and job descriptions have remained fairly static and do not accurately reflect the knowledge, skills, abilities and job requirements of these positions.

Recognizing the need for change, a committee was formed to review existing job titles and job descriptions for clerical, accounting, office and program support positions. Following two and a half years of job description study, skill needs assessment and wage surveys, we are now moving forward in recommending a new classification system for these types of positions.

The committee that formed included a cross section of employees who are classified in, supervise or otherwise manage or directly interact with office support positions in the City. Collectively this group of employees has a variety of experience and depth of knowledge of the

City's office operations from many perspectives. This insight provided immense value to the overall process.

As a result of this study, the committee recommends eliminating redundancy in the various positions and has developed job descriptions that accurately reflect the needs of the City. The committee is therefore recommending the closure of 22 existing classifications and the addition of eight newly created positions, as summarized below:

New Positions	Bargaining Unit	Hourly Wages	
		Minimum	Maximum
G21 Office Specialist I	WCEU	\$15.64	\$19.16
G21 Deputy Court Clerk	WCEU	\$15.64	\$19.16
G37 Office Specialist II	WCEU	\$18.31	\$22.84
G37 Senior Deputy Court Clerk	WCEU	\$18.31	\$22.84
G37 Housing Coordinator	WCEU	\$18.31	\$22.84
G37 Accounting Specialist I	WCEU	\$18.31	\$22.84
G41 Accounting Specialist II	WCEU	\$19.16	\$23.79
A16 Administrative Specialist	Admin	\$20.43	\$25.73

Positions to be Closed	Bargaining Unit	Hourly Wages	
G05 Office Clerk I	WCEU	\$13.32	\$16.27
G21 Deputy Court Clerk I	WCEU	\$15.64	\$19.16
G21 Office Clerk II	WCEU	\$15.64	\$19.16
G25 Deputy Court Clerk I-A	WCEU	\$16.27	\$20.06
G27 Assessors Aide	WCEU	\$16.70	\$20.50
G27 Secretary	WCEU	\$16.70	\$20.50
G29 Deputy Court Clerk II	WCEU	\$16.90	\$20.91
G33 Account Clerk I	WCEU	\$17.49	\$21.85
G37 Deputy Court Clerk III	WCEU	\$18.31	\$22.84
G41 Account Clerk II	WCEU	\$19.16	\$23.79
G41 Secretary II	WCEU	\$19.16	\$23.79
G41 Section 8 Housing Coordinator	WCEU	\$19.16	\$23.79
G41 Section 8/FSS Administrator	WCEU	\$19.16	\$23.79
G49 Account Clerk III	WCEU	\$20.91	\$25.90
G53 Tax Collector	WCEU	\$21.85	\$26.93
A10 Administrative Intern	Admin	\$18.71	\$23.65
A12 Administrative Secretary I	Admin	\$19.77	\$24.98
A12 Human Resources Coordinator	Admin	\$19.77	\$24.98
A18 Administrative Secretary II	Admin	\$22.85	\$28.84
A20 Administrative Aide	Admin	\$25.31	\$31.95
A22 Office Manager	Admin	\$26.77	\$33.88
A28 Administrative Assistant	Admin	\$29.69	\$37.59

Transitions to the new positions will occur through departmental need analysis and attrition. As positions become vacant, they will be eliminated from the Classification and Wage Schedules. Currently, one General City and four Administrative positions are vacant and will be eliminated immediately.

To determine appropriate market wages, several sources were considered, including The Employers Association (TEA), the Michigan Municipal League (MML), the State of Michigan (Court positions) and through direct contact with other municipalities. It is important to note that job titles alone may not reflect the duties and knowledge required of the position. Job descriptions and skill levels were considered when comparing wages and positions.

Due to the change in job descriptions there is not a direct correlation between the old positions and the new positions. Skill level, ability, knowledge and educational requirements played a crucial role in determining wage levels for each of the positions

Budget Impact:

Departmental position requests are reviewed on a case by case basis and with careful consideration of departmental justification and budget impact.

MEMORANDUM

TO: Curtis Holt, City Manager
FROM: Rebecca Rynbrandt, Director of Community Services
DATE: September 26, 2013
RE: Property Compliance Analyst

As you are aware, we have been evaluating the organizational and operating structure of the Building Inspections Department over the course of the last five years for all service activities (permitting, code enforcement, and rental inspections). This work has resulted in the expansion and realignment of the Rehab Specialist Inspector duties to benefit general permitting and code enforcement, creating significant efficiency and reduction in costs, while maintaining the position's CDBG work; implementation of contracted services for Plumbing inspection; permit form and fee alignment with adjoining communities; and acquisition and implementation of handheld devices for expedited inspections and billing.

In addition, we have been reviewing our needs in relation to staff succession planning due to pending retirements within the next 1 to 5 years, including that of the Chief Building Official. This review has also included discussions on service demands specific to the community's housing stock, conversion of owner occupied properties to rental, continuing rate of foreclosures, trends for code enforcement, etc., and the potential to increase the use of our partnerships with neighboring communities.

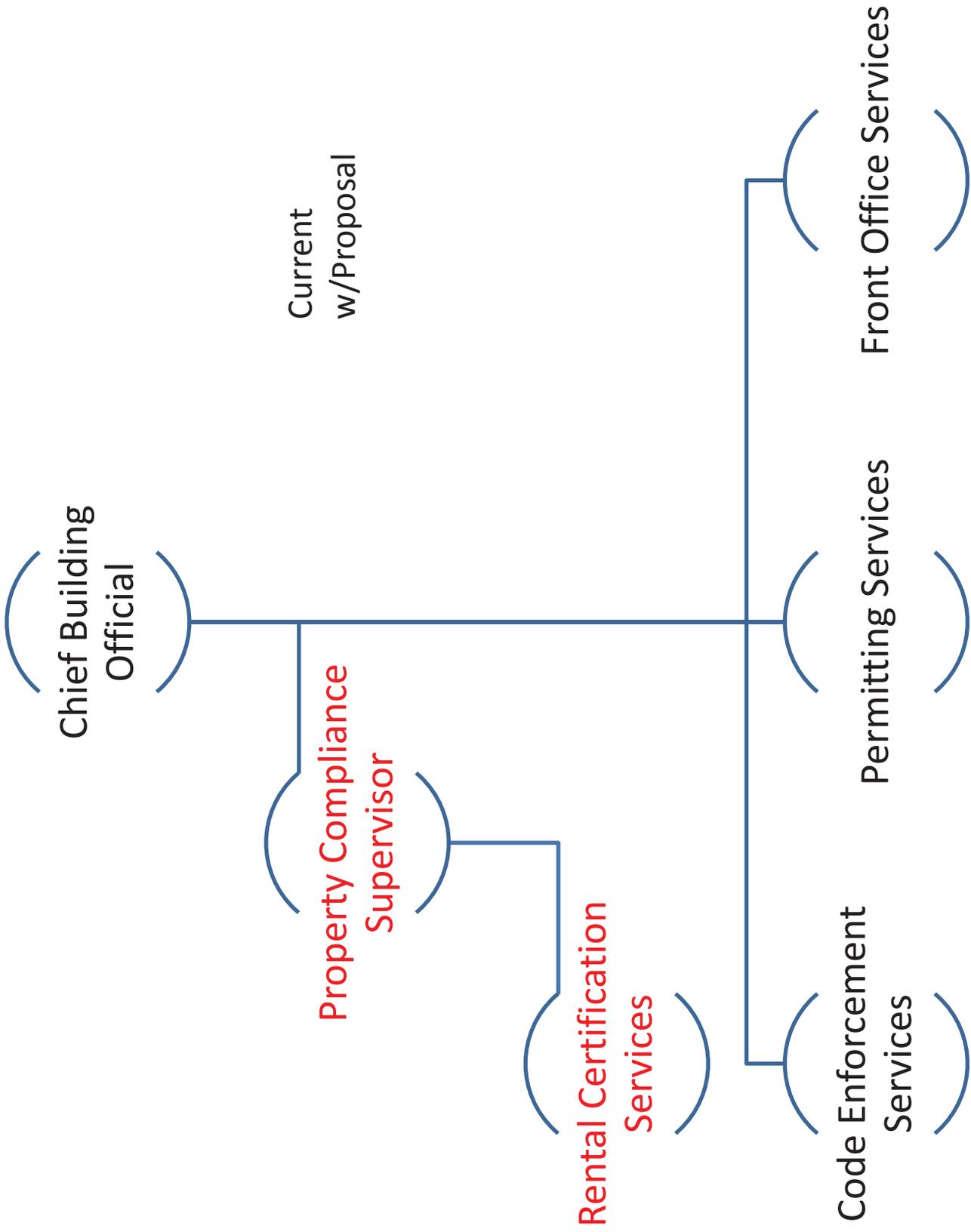
At the current time, it is determined to be in the best interest of the City to create a Property Compliance Analyst position. Working with Human Resources, we created a job description and completed a market analysis that resulted in the recommendation of the position being in the Wyoming City Employees Union at the G71 range:

	<u>Hourly</u>	
	<u>Minimum</u>	<u>Maximum</u>
Property Compliance Analyst G71	\$26.51	\$32.16

The Property Compliance Analyst will be responsible for technical as well as professional work in areas such as housing, nuisance, and property maintenance codes and inspections; and day to day duties including the management, implementation, and practical staffing of the Rental Inspection Program. This position will act as the Chief Building Official's principal assistant and will also be responsible for maximizing current software capabilities as well as researching, recommending and implementing new software and technologies.

The attached organizational charts illustrate how this position aligns in current department operations as well as how it can evolve, albeit with title change or promotion and position elimination, based upon various strategies presented through succession, industry and community change. As we discussed, I am proposing a promotion of a current position. This proposal does not include an increase in staffing.

I am requesting your authorization to move forward with this recommendation. If you concur with our recommendation, we will speak to the Union regarding these changes and will place on the City Council agenda for their consideration.



EMS CONSORTIUM PARTNERSHIP CONTRACT

This EMS Consortium Partnership Contract is made as of _____, 2013, among the following cities and townships, all of which are Michigan municipal corporations: the City of **East Grand Rapids** of 750 Lakeside Drive, SE, East Grand Rapids, MI 49506-3029, the City of **Grand Rapids** of 300 Monroe Ave., NW, Grand Rapids, MI 49503-2281, the City of **Kentwood** of 4900 Breton Ave, SE, PO Box 8848, the City of **Kentwood**, MI 49518-8848, **Plainfield** Charter Township of 6161 Belmont Ave, NE, Belmont, MI 49306-9609, the City of **Rockford** of 7 S Monroe St, Rockford, MI 49341-1229, and the City of **Wyoming** of 1155 28th Street, SW, PO Box 905, Wyoming, MI 49509-0905, (together, the “Partners”).

RECITALS

- A. The Partners wish to ensure and improve the quality of pre-hospital emergency medical services within Kent County.
- B. Part 209 of Michigan’s Public Health Code, 1978 PA 368, as amended, MCL 333.20901 *et seq.*, also known as the Emergency Medical Services Act (the “EMSA”), and Section 20948 in particular, MCL 333.20948, authorizes:
 - (i) A local government or combination of local governments to operate or contract for ambulance and non-transport pre-hospital life support services;
 - (ii) A local government to regulate ambulance operations, non-transport pre-hospital life support operations, and medical first responder services, providing the standards are not in conflict with or less stringent than those provided in the Public Health Code; and
 - (iii) Funding of such efforts using state or federal funds, fees for services, special assessments, or other available funds.
- C. The Municipal Partnership Act, 2011 PA 258, MCL 124.111 *et seq.* (the “MPA”), authorizes two or more local governments (defined to include cities and townships) to enter into a contract to form a joint endeavor to perform or exercise any function, service, power, or privilege the participants could each exercise separately.
- D. Each partner is a local government as defined by both the Public Health Code and the MPA.

TERMS AND CONDITIONS

In exchange for the consideration in or referred to by this Contract, the parties agree:

1. **Terms and Interpretation.**

- A. The following definitions shall apply to terms used in this Contract.
 - (1) **Ambulance provider** means a person licensed under the EMSA to provide emergency medical services and patient transport in the Service Area.
 - (2) **Consortium** means the EMS Consortium joint endeavor created under this Contract.
 - (3) **Consortium Board** means the Board of Directors of the Consortium created under section 6 of this Contract.
 - (4) **County** means Kent County, Michigan.
 - (5) **Emergency medical services (“EMS”)** means the emergency medical services personnel, ambulances, non-transport pre-hospital life support vehicles, aircraft transport vehicles, medical first response vehicles, and equipment required for transport or treatment of an individual requiring medical first response services.

(6) **Kent County Emergency Medical Services ("KCEMS")** means the Medical Control Authority servicing Kent County as designated by the Michigan Department of Community Health and includes any agent for that Authority such as Kent County Emergency Medical Services, Inc.

(7) **Non-transport pre-hospital life support services** means the medical services provided by a person licensed under the EMSA to provide basic life support, limited advanced life support, or advanced life support at the scene of an emergency.

(8) **Pre-hospital emergency medical services** means ambulance operations, non-transport pre-hospital life support operations, and medical first responder services.

(9) **Service Area** means the combined jurisdictional limits of all Partners.

B. Other terms shall have the meanings provided in the EMSA or, if not in the EMSA, by common usage.

2. Purpose. While the Consortium is being created with broad authority, the Partners want to ensure there is common understanding of its focus.

A. The Consortium is created allow uniform regulation of pre-hospital emergency medical service providers. Initially, the Consortium will focus that regulatory authority on medical first responders, ambulance providers, and other service providers at the scene of a call for emergency medical services within the Service Area. As a single entity to enter into and enforce agreements with emergency medical service providers or to engage in licensing or other regulatory actions, the Consortium can better ensure that residents and recipients of emergency medical services receive the best possible care in the most efficient manner. Uniform standards and requirements may make it easier for emergency medical service providers to serve the Service Area.

B. This Contract addresses the services sought by a collaborative, partnership effort. It does not create an authority or separate entity though it enables the Partners to later do so if they desire. Under this Contract, all Partners are treated equally with respect to the Consortium while ensuring any share of the costs of the Consortium that each Partner pays is roughly proportional to each Partner's respective benefits as may be from time-to-time established by the Board in collaboration with the Partners' respective governing bodies.

C. It is intended that the Consortium will work with the KCEMS and current service providers and that it may engage the KCEMS and/or other experts in its efforts. This Contract is entered into without any predetermination as to quality of services currently being provided, how to improve those services, whether any contracts or regulations are needed, how any goals or requirements should be established and what, if any, other actions should be undertaken to maintain and/or improve emergency medical services and outcomes within the Service Area.

4. Formation. The Consortium is established by the Partners as of _____, 201_, to provide coordination, oversight, accountability, and improvement of pre-hospital emergency medical services for the Service Area.

5. Consortium Powers. The Consortium may do one or more of the following:

A. In consultation with the KCEMS, experts it engages, current service providers and others as it deems appropriate, study emergency medical services in the Service Area, and develop criteria, protocols, standards and goals for pre-hospital emergency medical services in the Service Area.

B. Negotiate and enter agreements with and/or license or otherwise regulate ambulance providers, medical first response service providers, and/or non-transport pre-hospital life support service providers to serve the various emergency medical needs in the Service Area.

C. Enter into other contracts the Consortium deems necessary or incidental to coordinating, regulating, or providing pre-hospital emergency medical services within the Service Area.

D. Acquire and hold, by purchase, lease with or without option to purchase, grant, gift, devise, land contract, installment purchase contract, bequest, or other legal means, real and personal property inside or outside the Service Area. The property may include franchises, easements, or rights-of-way on, under, or above any property. The Consortium may pay for the property with Consortium revenues, or pledge Consortium revenues for the payment for such property.

E. Provide for the maintenance of all of the real and personal property of the Consortium.

F. Employ a chief executive officer and such other officers and employees the Board deems necessary to carry out its objectives; establish policies with respect to the duties, qualifications, compensation, benefits, and other terms of employment of its employees; provide for the participation by its employees in retirement plans that may be offered by one or more of the Partners, establish its own retirement plans, or participate in other public programs for the provision of retirement benefits; and provide for the compensation of its employees. Alternatively or in addition, the Consortium may contract with one or more of the Partners or with others to provide personnel or services to the Consortium.

G. Apply for and accept grants or contributions from individuals, the federal government or any of its agencies, this state, a municipality, or other public or private agencies to be used for any purposes of the Consortium.

H. Receive revenues as may be appropriated by the Partners' governing bodies.

I. Transfer or receive assets under terms agreeable to the Partners as may be necessary in furtherance of its activities and objectives.

6. Governance.

A. The Consortium shall be governed by a Consortium Board of Directors consisting of 2 members selected by the governing body of each Partner who shall generally serve 4 year terms ending on June 30 of odd-numbered years. However, of those initially selected by each Partner, one member shall serve a term ending June 30, 2015, and the other shall serve a term ending June 30, 2017, so their terms are staggered. Each Consortium Board member shall serve at the pleasure of the appointing governing body and may be removed at any time by the appointing governing body, with or without any reason for such removal.

B. The Consortium Board members first appointed shall be appointed within 60 days of the effective date of this Contract.

C. A vacancy prior to the expiration of a term shall occur upon any of the following: (i) the death of the incumbent, (ii) the incumbent's resignation, effective upon acceptance by the member's appointing governing body either through a vote to accept or the appointment of a replacement, (iii) the incumbent's removal from office by the appointing governing body, (iv) the incumbent's ceasing to reside within the jurisdictional limits of the appointing Partner, (v) the incumbent's conviction of any felony or of any offense arising from the use or misuse of the incumbent's Consortium Board position, (vi) the decision of a court or other competent tribunal declaring void

the incumbent's appointment, or (vii) the incumbent repeatedly or egregiously fails to comply with the Consortium's policies or with bylaws or rules of the Consortium Board.

D. A vacancy on the Consortium Board shall be filled within 60 days of its occurrence in the same manner as the original appointment for the remainder of the unexpired term.

E. At its first meeting, the Consortium Board shall elect a chairperson and a secretary, and any other officers it considers necessary. Officers shall be elected by the Consortium Board annually at the first meeting following July 1 of each year.

(1) The chairperson shall preside at Consortium Board meetings and shall have all privileges and duties of a Consortium Board member, including the right to vote on all matters.

(2) The secretary shall keep or cause to be made all reports, records, and minutes required by this Contract or applicable law.

G. Consortium Board members shall serve without compensation, but may be reimbursed for reasonable expenses, including expenses for travel previously authorized by the Consortium Board incurred during the discharge of official duties.

H. The Consortium Board shall adopt bylaws and/or rules of conduct and procedure governing its meetings and business. They shall include provisions to address ethical standards for Consortium Board members and requiring the disclosure of any relationships that may give rise to conflicts of interest.

7. Board Meetings.

A. The Consortium Board shall meet at least quarterly and shall annually establish a meeting schedule which shall be posted at the principal place of business of each of the Partners, at the principal place of business of the Consortium, and, if developed, on the Consortium's website. Special meetings may be called by the chairperson or by the written request of three or more Consortium Board members. All members shall be notified in writing at least 18 hours prior to a special meeting.

B. The Consortium Board may meet at any location within the Service Area.

C. All business of the Consortium Board shall be conducted at meetings held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 *et seq.*, and all Consortium records subject to the Freedom of Information Act, 1976 PA 442, as amended, 15.231 *et seq.* Minutes of all Consortium Board meetings shall be prepared and approved as required by law with copies transmitted to each Partner reasonably promptly after each Consortium Board meeting.

8. Financing and Budget.

A. Initial funding for the Consortium shall consist of contributions from the Partners in the minimum amount of \$_____. After the initial contributions by the Partners, funding for the Consortium shall be provided from license or contract fees, grants from public or private persons or entities, gifts, bequests, other sources that may from time to time be available under terms and conditions acceptable to the Consortium Board or as otherwise agreed upon by resolution of the governing bodies of all Partners.

B. The Consortium may not levy or submit a question to electors for the levy of any taxes.

C. The Consortium's fiscal year shall be from July 1 to June 30.

D. The secretary of the Consortium Board shall make or cause to be made a full and complete report of the Board's financial transactions and affairs after each regular meeting. The report shall also be transmitted to the governing body of each Partner.

E. The annual budget and financial records for the Consortium shall be in accordance with generally accepted accounting principles applicable to municipal entities, and in compliance with the Uniform Budget Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 *et seq.* The financial records of the Consortium shall be audited annually by an independent public accountant whose audit may be conducted as part of the annual audit of any of the Partners. A copy of the auditor's report shall be submitted to the governing body of each Partner.

9. New Partners. Any "local government" as defined in the MPA may join the Consortium upon the approval of the Consortium Board upon a 2/3 vote of the members then serving and the approving resolution of the governing body of the joining local government which resolution shall require the joining local government to agree to the terms of this Contract as it may at that time have been amended and the local government shall also sign this Contract as it may have been amended as a party to this Contract.

10. Amendment, Withdrawal, Dissolution.

A. This Contract may be amended with the approval of the Consortium Board and the approving resolution of the governing body of each of the Partners.

B. Any Partner may withdraw from the Consortium upon a one-year written notice of withdrawal following the approval of its governing body, providing its withdrawal does not breach any Consortium contract or impair the ability of the Consortium to make any payments required of the Consortium.

C. The Consortium may be dissolved by a resolution adopted by a 2/3 vote of the Consortium Board and by the governing bodies of 2/3 of the Partners. However, if only two Partners remain, the Consortium may be dissolved by the resolution of the governing body of one or both of the remaining Partners. Upon dissolution, any real or personal property held or used by the Consortium shall be allocated and distributed in accordance with the following:

(1) All property, of any nature, titled to or otherwise owned by any Partner, shall remain the property of that Partner.

(2) All monies and funds, from whatever source, which are the property of the Consortium, shall be distributed between the Partners in accordance with the most recent contribution formula, after deducting any expenses associated with the dissolution of the Consortium Board and the Consortium.

(3) All other property shall be divided by agreement between the Partners or in accordance with the last contribution formula. If the Partners do not agree on the value attributed to the items of property, the property may be divided by any third party who the Partners jointly select to make such distribution. If the parties cannot agree, the property shall be divided by arbitration under the rules of the American Arbitration Association.

(4) Only Partners remaining at the time of the dissolution shall share in the distribution.

11. Dispute Resolution.

A. In case of a dispute arising from this Contract or any action taken pursuant to this Contract, the Partners shall have all remedies available under applicable laws, rules, and regulations.

B. However, no Partner may initiate an action in court unless it has first complied with the following procedures:

(1) The initiating Partner must send written notice to all other Partners setting forth particular facts of the dispute, any applicable legal basis for that Partner's position, and a suggested resolution. Representatives of the Partners must meet within 15 days to negotiate in good-faith toward a resolution to the alleged dispute.

(2) If the Partners cannot, in good faith, negotiate a resolution, the Partners must submit to mediation with a mutually acceptable private mediator. Any Partner may initiate this mediation at any time after the initial meeting between the Partners. The mediator shall have background and experience in: the subject matter that gave rise to the dispute; local governments; emergency medical services; and relevant laws, practices, procedures, and operations. In order to decide upon an acceptable mediator, the Partners shall timely exchange lists of proposed mediators, including the mediators' resumes, confirmation of each proposed mediator's willingness to act as a mediator in the dispute, any potential conflicts if known, any other qualifications, and the proposed mediators' hourly rates. Any Partner may remove unacceptable names from the list and number the remaining names in order of preference. The Partners retain the right to reject any proposed mediator, but must make good-faith efforts to select a mediator under this Contract. The Partners shall abide by the mediator's own rules regarding the conduct of the mediation or such other rules upon which the Partners may agree. The Partners shall evenly split the costs of mediation.

(3) If mediation is unsuccessful, any Partner may then file an action to enforce any portion of this Contract with the Kent County Circuit Court.

C. The losing Partner(s) must bear the prevailing Partner(s) costs and attorney's fees. All Partners expressly and irrevocably waive any right to trial by jury.

12. Term and Termination. The term of this Contract shall be 30 years though it may be terminated earlier by withdrawals or dissolution as provided above.

13. Miscellaneous. This is the entire agreement between the parties concerning its subject matter. There are no prior or contemporaneous agreements. This Contract may not be modified except in writing signed by all parties and approved by each Partner's governing body. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. The Partners each had the advice of their respective legal counsel before entering into this Contract and have therefore knowingly agreed to its terms and this Contract shall be construed as though it was mutually drafted. No Partner's waiver of a breach of any provision of this Agreement shall operate as or be construed to be a waiver of any subsequent breach of the same or another provision.

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

CITY OF EAST GRAND RAPIDS

By: _____
Amna Seibold, Mayor

Attest: _____
Karen Brower, Clerk

Date signed: _____, 2013

Approved by Res. No. ____, on _____, 2013

Approved as to form:

John Huff, City Attorney

CITY OF KENTWOOD

By: _____
Richard Clanton, Mayor

Attest: _____
Dan Kasunic, Clerk

Date signed: _____, 2013

Approved by Res. No. ____, on _____, 2013

Approved as to form:

Jeffrey V. H. Sluggett, City Attorney

CITY OF GRAND RAPIDS

By: _____
George Heartwell, Mayor

Attest: _____

Date signed: _____, 2013

Approved by Res. No. ____, on _____, 2013

Approved as to form:

Catherine Mish, City Attorney

PLAINFIELD CHARTER TOWNSHIP

By: _____
Jay Spenser, Supervisor

Attest: _____
Ruth Ann Karnes, Clerk

Date signed: _____, 2013

Approved by Res. No. ____, on _____, 2013

Approved as to form:

Eric Brandt, Township Attorney

CITY OF ROCKFORD

By: _____
Brien Dews, Mayor

Attest: _____
Christine Bedford, Clerk

Date signed: _____, 2013

Approved by Res. No. ____, on _____, 2013

Approved as to form:

Richard A. Wendt, City Attorney

CITY OF WYOMING

By: _____
Jack Poll, Mayor

Attest: _____
Heidi Isakson, City Clerk

Date signed: _____, 2013

Approved by Res. No. ____, on _____, 2013

Approved as to form:

Jack Sluiter, City Attorney