

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 6, 2014, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Dennis Gilbert, Church of the Open Door
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of September 15, 2014
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Kent County Veterans Services Millage
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

 - a) To Appoint Teresa Scott-Garn as a Member of the Community Enrichment Commission for the City of Wyoming
 - b) To Appoint Bruce Robey as a Member of the Housing Commission for the City of Wyoming
 - c) To Appoint Members to the West Michigan Economic Partnership
 - d) To Set a Public Hearing for the Approval of an Industrial Facilities Exemption Certificate for Zeeland Lumber Real Estate Holding 4, LLC, in the City of Wyoming (October 20, 2014 at 7:01 p.m.)
 - e) To Set a Public Hearing to Establish an Industrial Development District for Zinger Sheet Metal in the City of Wyoming (October 20, 2014 at 7:02 p.m.)
- 15) Resolutions**
 - f) To Approve an Amendment to an Industrial Facilities Exemption Certificate Issued to Zinger Sheet Metal Co.
 - g) To Accept the Michigan Veterans Treatment Court Grant and to Authorize a Budget Amendment (Budget Amendment No. 23)

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

- h) To Authorize Transfer of Cable Franchise Agreement from Comcast to Midwest Cable
- i) To Authorize a Contract Amendment for Specific Home Repair Services
- j) To Authorize TriMatrix Laboratories to Conduct Metals Analysis and Nitrogen Testing
- k) To Concur with the Purchase of T.E.A.M. 21 Activity Supplies and to Authorize Payment to Discount School Supply
- l) For Award of Bids
 - 1. Demolition of Buck Creek Nature Trail Boardwalk (Budget Amendment No. 24)
 - 2. Carbide Under-Scraper Blades
 - 3. Surveillance Camera/Recording System
 - 4. Lamps & Ballasts

17) Ordinances

- 20-14 To Amend and Supplement City Ordinances; to Authorize the Issuance and Sale of Water System Revenue Refunding Bonds; to Prescribe the Form of the Bonds; To Provide for the Collection of Revenues to Pay Costs of Operating and Maintaining the Water System; to Provide a Reserve Fund for the Refunding Bonds and Other Outstanding Water System Bonds; to Provide for Segregating and Distributing Certain Water System Revenues; to Provide for Rights of the Holders of the Refunding Bonds and Outstanding Water System Bonds; and to Provide for Other Matters Relative to the Refunding Bonds and Outstanding Water System Bonds (IMMEDIATE EFFECT)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO APPOINT TERESA SCOTT-GARN AS A MEMBER OF
THE COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Teresa Scott-Garn has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2017 on the Community Enrichment Commission.
3. It is the desire of the City Council that Teresa Scott-Garn be appointed to fill that unexpired term on the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Teresa Scott-Garn as a member of the Community Enrichment Commission of the City of Wyoming for the unexpired term ending June 30, 2017.

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 6, 2014.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT BRUCE ROBEY AS A MEMBER OF THE
HOUSING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Bruce Robey has submitted an application requesting appointment to the Housing Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2015 on the Housing Commission.
3. It is the recommendation of the City Manager that Bruce Robey is appointed to serve on the Housing Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to appoint Bruce Robey to the Wyoming Housing Commission for the unexpired term ending on June 30, 2015.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 6, 2014.

Heidi A. Isakson, Wyoming City Clerk

10/06/14
Manager/BV

RESOLUTION NO. _____

RESOLUTION TO APPOINT MEMBERS TO THE
WEST MICHIGAN ECONOMIC PARTNERSHIP

WHEREAS:

1. The City of Wyoming entered into an Interlocal Agreement with the counties of Kent and Muskegon, the cities of Muskegon, Kentwood and Grand Rapids, as well as Cascade Charter Township to create the West Michigan Economic Development Partnership.
2. As part of this partnership, the City of Wyoming will have the opportunity to take advantage of the provisions of state law for economic development activities and draw attention to the facilities and work force in the area.
3. Each participating entity must appoint one designee and one alternate for representation in the partnership.
4. It is the desire of the City Council that Heidi Isakson, City Clerk be appointed as the designee and Curtis Holt, City Manager be appointed as the alternate.

NOW, THEREFORE, BE IT RESOLVED:

- I. That the City Council for the City of Wyoming, Michigan, does hereby appoint Heidi Isakson as designee and Curtis Holt as alternate to represent the City of Wyoming on the West Michigan Economic Development Partnership.

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 6, 2014.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
ZEELAND LUMBER REAL ESTATE HOLDING 4, LLC, IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 284, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 23697 on October 4, 2010.
2. Zeeland Lumber Real Estate Holding 4, LLC, has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 284, with an estimated cost of \$2,500,000.00 for real property and \$1,700,000.00 for personal property to be located at 5836 Clay Avenue SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Zeeland Lumber Real Estate Holding 4, LLC, for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on October 20, 2014, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, a representative of each affected taxing unit and posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 6, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

Staff Report

Date: 09/30/2014
Subject: Zeeland Lumber Real Estate Holding 4, LLC
From: Kelli VandenBerg, Senior Deputy City Clerk
Meeting Date: October 6, 2014 City Council Meeting

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Zeeland Lumber Real Estate Holding 4, LLC, based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

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

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

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

Discussion:

Zeeland Lumber has owned this site in the City of Wyoming for three (3) years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below by facility:

Address of project:	5836 Clay Avenue SW Wyoming, MI 49548
Personal Property:	\$1,700,000.00
Real Property:	\$2,500,000.00
Estimated Jobs:	30 new jobs 69 retained jobs
Starting date of project:	September 2014

Zeeland Lumber seeks this abatement to assist in rebuilding its manufacturing facility that was destroyed in the July 6, 2014 tornado. The facility that had been in this location was a 30,000

square foot building and what has been proposed is a 40,800 square foot building. In addition to the replacement and expansion of the manufacturing building, Zeeland Lumber will be replacing equipment that was destroyed during the storm and adding a piece of equipment. The combined aspects of this project will allow Zeeland Lumber to increase production to support growing demand for its products and will give the company the opportunity to hire an additional 30 positions to support its operations.

Budget Impact:

The estimated first year tax savings for Zeeland Lumber, which is located in the Wyoming Public School District, is \$45,110.51.

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING
TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT FOR
ZINGER SHEET METAL IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. Zinger Sheet Metal has requested that the City establish an Industrial Development District for its property located at 4005 Roger B. Chaffee Blvd. SE, Wyoming, Michigan, 49548.
3. Prior to establishing such districts, it is necessary to first hold a public hearing at which the owners of the affected property and any other resident or taxpayer of the City can be given an opportunity to comment on the establishment of an Industrial Development District.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council shall hold a public hearing on October 20, 2014 at 7:02 p.m., at Wyoming City Hall, 1155 28th Street SW, Wyoming, MI 49509, at which the owners of property located within the proposed Industrial Development District and other residents or taxpayers of the City shall be given an opportunity to comment on the establishment of the proposed district to be comprised of the property described on the attached Exhibit A, which is incorporated by reference, and commonly known as 4005 Roger B. Chaffee Blvd. SE, Wyoming, Michigan, 49548.
2. Notice of this hearing shall be given to the applicant, the Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 6, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:

Exhibit A - Legal Description

Resolution No. _____

EXHIBIT A

Legal Description

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

Tax Parcel No.: 41-18-19-403-009

Legal Description:
N 260 FT OF LOT 59. KENT INDUSTRIAL CENTER #2

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN AMENDMENT TO AN INDUSTRIAL FACILITIES
EXEMPTION CERTIFICATE ISSUED TO ZINGER SHEET METAL CO.

WHEREAS:

1. In accordance with Public Act 198 of 1974, as amended, Industrial Facilities Exemption Certificate No. 2013-469 was issued to Zinger Sheet Metal Co., to facilitate the purchase of new equipment at its building at 4055 Stafford SW, Wyoming, MI 49548.
2. Certificate No. 2013-469 was issued in the amount of \$75,000 and took effect December 31, 2013.
3. Zinger Sheet Metal purchased additional equipment in the course of this project, exceeding the amount approved under Certificate No. 2013-469.
4. Zinger Sheet Metal now requests that the City Council review and approve the increased final project costs so that an amended Industrial Facilities Exemption Certificate may be issued by the Department of Treasury State Tax Commission.
5. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.
6. Prior to acting on the request, the City Council held a public hearing on April 21, 2014 at 7:01 p.m. at Wyoming City Hall, 1155 28th Street SW, Wyoming, Michigan, 49509, at which hearing the applicant, the City Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to comment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council finds and determines that granting this amendment considered together with the aggregate amount of certificates previously granted and currently in force under Public Act 198 of 1974, as amended, shall not have the effect of substantially impeding the operations of the City of Wyoming or impairing the financial soundness of a taxing unit which levies ad valorem taxes in the City of Wyoming.
2. The City Council approves the increased final project costs submitted by Zinger Sheet Metal Co., totaling \$117,450, such costs exceeding the amount provided for under Industrial Facilities Exemption Certificate No. 2013-469.
3. The City Clerk is authorized and directed to file a copy of this Resolution, along with Zinger Sheet Metal's amended application and revised project cost and improvement list, with the Department of Treasury State Tax Commission
4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, hereby rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

10/06/2014
Manager/KV

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 6, 2014.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: September 25, 2014
Subject: Zinger Sheet Metal – Industrial Certificate Amendment
From: Kelli VandenBerg, Senior Deputy City Clerk
Meeting Date: October 6, 2014

While a resolution to approve this amendment was previously approved by the City Council on April 21, 2014, around the same time the State made changes to the language required in such resolutions. This resolution includes the required language.

Recommendation:

Staff recommends approval of Zinger Sheet Metal’s amendment request based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

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

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

Economic Strength – Approval of this amendment does not significantly impact economic strength.

Discussion:

Zinger Sheet Metal submitted an application for an Industrial Facilities Exemption (IFT) in September of 2013. That application was subsequently approved by the City Council and the State of Michigan. As this project was in the approval process, Zinger Sheet Metal purchased an additional piece of equipment and now wishes to amend its approved certificate. The approved IFT certificate is summarized below with a notation for the amended amount:

Address of project:	4055 Stafford SW Wyoming, MI 49548	
Personal Property:	\$75,000.00 (original)	\$117,000.00 (amended)
Real Property:	\$ 0.00	
Estimated Jobs:	2 new jobs 14 retained jobs	

Starting date of project: October 2013

Term of the abatement: 6 years

Zinger Sheet Metal sought the original abatement to expand its operation in the City of Wyoming to improve the quality of its products and to meet growing customer demand. The additional equipment purchased and included in the amendment fulfills the same purpose. The entire project will assist in retaining 14 positions and adding two new positions.

While a resolution to approve this amendment was previously approved by the City Council in April 2014, around the same time the State made changes to the language required in such resolutions. This resolution includes the required language and is needed so that the State will consider the amendment.

Budget Impact:

The estimated first year tax savings for Zinger Sheet Metal, which is located in the Godwin Public School District, is \$1,794.67.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT
THE MICHIGAN VETERANS TREATMENT COURT GRANT
AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court applied for a Michigan Veterans Treatment Court Grant in the amount of \$54,000 that will be used toward the administration, supervision and treatment of veterans that have involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$54,000 in grant funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the Michigan Veterans Treatment Court Grant in the amount of \$54,000.
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the State Court Administrators Office.
3. The Wyoming City Council hereby authorizes the attached Budget Amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 6, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Grant Fund Notification Letter

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

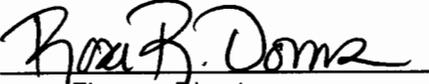
Date: October 6, 2014

Budget Amendment No. 023

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$54,000 of budgetary authority and to recognize related grant revenue to be received from the State Court Administrative Office for the Michigan Veterans Treatment Court Grant Program as per attached resolution and memorandum.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
State Grants - State/County Misc Grant Reimb (Project: Court MI Veteran) 101-540.001	\$0	\$54,000		\$54,000
District Court - District Court Probation - Temporary Salaries (Project: Court MI Veteran) 101-136-15100-707.000	\$0	\$40,900		\$40,900
District Court - District Court Probation - Office Supplies (Project: Court MI Veteran) 101-136-15100-727.000	\$0	\$2,120		\$2,120
District Court - District Court Probation - Professional Services (Project: Court MI Veteran) 101-136-15100-801.000	\$0	\$10,980		\$10,980
Fund Balance (Fund 101)				\$0

Recommended: 
Finance Director


City Manager

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

Motion carried: _____ yeas, _____ nays

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

City Clerk

STATE OF MICHIGAN



WYOMING DISTRICT COURT
62-A JUDICIAL DISTRICT
2650 DEHOOP S.W.
WYOMING, MI 49509-1893

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

JANE LIND
DEPUTY COURT ADMINISTRATOR

MEMORANDUM

September 22, 2014

To: Wyoming City Council Members
From: Christopher Kittmann, Court Administrator
RE: Veterans Treatment Court Grant Funds

Recommendation:

It is recommended that the City Council approve a grant in the amount of \$54,000 from the State Court Administrator Office to establish a Veterans Treatment Court within the 62-A District Court.

Chief Judge Pablo Cortes will be the presiding Judge over participants of the Veterans Treatment Court.

Overview of Program:

The Mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System. The Court provides a means to successfully habilitate veterans by diverting them from the traditional criminal justice system and providing them with the tools they need to lead a productive and law-abiding life through treatment, rehabilitative programming, reinforcement and judicial monitoring.

The court will offer participants assistance, assess their needs, manage their care and help them solve their problems. The court will provide participants with substance abuse, alcoholism and mental health treatment coupled with academic/vocational skills improvement, while actively assisting with residential, outpatient and/or transitional services leading to job placement and job retention.

Budget Amendment:

The attached budget amendment has been prepared by the Finance Department.



Michigan Supreme Court

State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone (517) 373-0128

John A. Hohman, Jr.
State Court Administrator

August 28, 2014

Honorable Pablo Cortes, Chief Judge
62A District Court
Wyoming Justice Center
2650 DeHoop Ave., S.W.
Wyoming, MI 49509

Re: FY 2015 Michigan Veterans Treatment Court Grant Program Award Notification
62A District Court

Dear Chief Judge Cortes:

I am pleased to inform you that your court has been awarded a grant in the amount of \$54,000 from the Michigan Veterans Treatment Court Grant Program administered by the State Court Administrative Office (SCAO). This award is for the grant period October 1, 2014, through September 30, 2015.

Your court's FY 2015 contract will be e-mailed to your project director, Mr. Carl Thompson. The budget based on your court's actual award should be updated on WebGrants by October 18, 2014, and the original signed contract should be returned by mail to SCAO by December 6, 2014.

Should you have any questions, please contact Jessica Parks at 517-373-6285, or by e-mail at parksj@courts.mi.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Hohman, Jr.", written over a large, stylized flourish.

John A. Hohman, Jr.

cc: Dr. Jessica Parks, Problem-Solving Courts Manager
Ms. Jill Booth, Region V Administrator
Mr. Christopher Kittmann, Court Administrator
Mr. Carl Thompson, MVTCGP Project Director

**MICHIGAN SUPREME COURT
STATE COURT ADMINISTRATIVE OFFICE
MICHIGAN VETERANS TREATMENT COURT
GRANT PROGRAM
FY 2015 CONTRACT**

**Grantee Name: 62A District Court
Federal ID Number: 38-2248545
Contract Number: 2617
Grant Amount: \$54,000**

1. GENERAL PROVISIONS

- 1.01 This contract is made between the State Court Administrative Office, Lansing, Michigan (SCAO) and the 62A District Court.
- 1.02 This contract incorporates the Grantee's approved grant application request and most recently approved budget.
- 1.03 This contract is for the Michigan Veterans Treatment Court Grant Program.
- 1.04 In consideration of the mutual promises and covenants in this contract, and the benefits to be derived from this contract, the parties agree as follows:

2. TERM OF CONTRACT

- 2.01 This contract commences on 10/1/2014 and terminates on 9/30/2015, at 11:59 p.m.

3. RELATIONSHIP

- 3.01 The Grantee is an independent contractor, and it is understood that the Grantee is not an employee of the SCAO. No employee, agent, or subcontractor of the Grantee is an employee of the SCAO.
- 3.02 No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as a result of this contract. The Grantee is not eligible for, and will not participate in, any such benefits.
- 3.03 The Grantee is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Grantee's activities in accordance with this contract, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees.
- 3.04 The Grantee understands and agrees that all parties furnishing services pursuant to this contract are, for purposes of workers' compensation liability or other actions of employee-related liability, not employees of the SCAO. The Grantee bears the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees for injuries arising from or connected with services performed pursuant to this contract.
- 3.05 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

4. SCOPE OF SERVICES

- 4.01 Upon signing of this contract, the SCAO agrees to provide funding from the

Grant in an amount not to exceed the amount of this contract. In no event does this contract create a charge against any other funds of the SCAO or the Michigan Supreme Court.

4.02 The Grantee, and the Grantee's employees or subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this contract and in any amendments to this contract.

4.03 Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements, shall remain the sole responsibility of the SCAO.

5. PERFORMANCE AND BUDGET

5.01 The SCAO agrees to provide the Grantee a sum not to exceed **\$54,000** for the court program operated pursuant to this contract.

5.02 Grantee equipment purchases are prohibited.

5.03 The Grantee agrees that it will not expend funds obtained under this contract for any purpose other than those authorized in the administrative requirements specified in the application and most recently approved budget for the Grant, and will expend grant funds only during the period covered by this contract unless prior written approval is received from the SCAO.

5.04 The Grantee must sign up through the online vendor registration process to receive payments as Electronic Funds Transfers (EFT)/Direct Deposits. Registration information is available through the Department of Technology, Management, and Budget's website at: http://www.michigan.gov/budget/0,1607,7-157-13404_37161-179392--,00.html.

5.05 All reimbursements for the proper performance of the contract shall be made by the SCAO quarterly, upon submission by the Grantee of claims for approval by the SCAO. The claims shall include a specific amount of the hours worked, hourly salary, the detailed services provided by the Grantee or Grantee's staff, and/or the specific amount expended on supplies or operating costs necessary for program operation.

5.06 Requests for adjustments in expenditures within line items and between line item categories must be made using a Contract Amendment, within WebGrants, and approved by the SCAO.

5.07 The Grantee shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the SCAO's fiscal procedures. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

6. CONDUCT OF THE PROJECT

6.01 The Grantee shall abide by all terms and conditions required in the application assurances, budget requirements, and the Grantee's approved program outline and most recently approved budget.

6.02 The Grantee agrees that funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytizing. If the Grantee refers participants to, or provides, a non-federally funded program of service that incorporates such religious activities: (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-federally funded program or services that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the Grantee

agrees to identify and refer participants who object to the inherently religious activities of such program or service to a comparable secular alternative program or service.

7. ASSIGNMENT

7.01 The Grantee may not assign the performance under this contract to subcontract personnel except with the prior written approval of the SCAO.

7.02 All provisions and requirements of this contract shall apply to any subcontracts or agreements the Grantee may enter into in furtherance of its obligations under the contract.

7.03 The Grantee shall provide copies of all subrecipient subcontracts for services funded in whole or in part by this grant to the SCAO.

8. CONFIDENTIAL INFORMATION

8.01 In order that the Grantee's employees or subrecipient subcontractors may effectively provide fulfillment of this contract to the SCAO, the SCAO may disclose confidential or proprietary information pertaining to the SCAO's past, present, and future activities to the Grantee. All such information is proprietary to the SCAO and the Grantee shall not disclose such information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order. If disclosure is required by law or court order, the SCAO will be notified of the request before disclosure. The Grantee agrees to return all confidential or proprietary information to the SCAO immediately upon the termination of this contract.

8.02 Both the SCAO and Grantee shall assure that medical services to, and information contained in the medical records of, persons served under the provisions of this contract or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the provision of services or other activity under this agreement, shall remain confidential. Such information shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly or indirectly identify particular individuals.

9. HUMAN SUBJECTS

9.01 The Grantee must submit all research involving human subjects conducted in programs sponsored by the SCAO, or in programs that receive funding from or through the state of Michigan, to the Michigan Department of Community Health's (MDCH) Institutional Review Board (IRB) for approval prior to the initiation of the research.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, 42 CFR PART 2, AND MICHIGAN MENTAL HEALTH CODE

10.01 To the extent applicable, the Grantee assures and certifies that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code, to the extent that this act and these regulations are pertinent to the services that the Grantee provides under this contract. These requirements include:

- A. The Grantee must not share any protected health or other protected data and information provided by the SCAO or any other source that falls within HIPAA, 42 CFR Part 2, and/or the Michigan Mental Health Code requirements, except to a subrecipient subcontractor as appropriate under this contract.

- B. The Grantee must require, in the terms and conditions of any subcontract, that the subrecipient subcontractor not share any protected health or other protected data and information from the SCAO or any other source that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements.
- C. The Grantee must use protected data and information only for the purposes of this contract.
- D. The Grantee must have written policies and procedures addressing the use of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements. The policies and procedures must meet all applicable federal and state requirements including HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code regulations. These policies and procedures must include restricting access to the protected data and information by the Grantee's employees.
- E. The Grantee must have a policy and procedure to report to the SCAO unauthorized use or disclosure of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements of which the Grantee becomes aware.
- F. Failure to comply with any of these contractual requirements may result in the termination of this contract in accordance with section 18.
- G. In accordance with HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements, the Grantee is liable for any claim, loss, or damage relating to its unauthorized use or disclosure of protected data and information received by the Grantee from the SCAO or any other source.

11. RIGHTS TO WORK PRODUCT

11.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Grantee under this contract, and amendments thereto, shall belong to the SCAO and are subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this contract and shall have the right to distribute those materials.

11.02 The SCAO grants the Grantee a royalty-free, nonexclusive license to use anything developed in the course of executing this contract if the work product enters the public domain.

11.03 The SCAO shall have copyright, property, and publication rights in all written or visual material or other work products developed in connection with this contract. The Grantee shall not publish or distribute any printed or visual material relating to the services provided under this contract without the prior explicit permission of the SCAO.

12. WRITTEN DISCLOSURE

12.01 The Grantee and the Grantee's employees or subrecipient subcontractors shall promptly disclose in writing to the SCAO all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by the Grantee or the Grantee's employees or subrecipient subcontractors jointly with the SCAO or singly by Grantee or Grantee's employees or subrecipient subcontractors while engaged in activity under this contract. As to each such disclosure, the Grantee shall specifically point out the features or concepts that are new or different.

12.02 The SCAO shall have the right to request the assistance of the Grantee and Grantee's employees or subrecipient subcontractors in determining and acquiring copyright, patent, or other such protection at the SCAO's invitation and request.

12.03 The Grantee represents and warrants that there are at present no such writings, inventions, improvements, or discoveries (other than in a copyright, copyright application, patent, or patent application) that were written, conceived, invented, made, or discovered by the Grantee or the Grantee's employees before entering into this contract, and which the Grantee or the Grantee's employees desire to remove from the provisions of this contract, except those specifically set forth by attachment hereto.

13. INSURANCE

13.01 The Grantee should carry insurance coverage or self-insurance in such amounts as necessary to cover all claims arising out of the Grantee's operations under the terms of this contract.

14. INDEMNITY

14.01 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the Grantee in the performance of this contract, shall be the responsibility of the Grantee, and not the responsibility of the SCAO. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.02 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the SCAO in the performance of this contract, shall be the responsibility of the SCAO, and not the responsibility of the Grantee. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.03 In the event that liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from third party claims, demands, costs, or judgments arise as a result of activities conducted jointly by the Grantee and SCAO in fulfillment of their responsibilities under this contract, such liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses shall be borne by the Grantee and the SCAO in relation to each party's responsibilities under these joint activities. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.04 The SCAO is not responsible and will not be subject to any liability for any claim related to the loss, damage, or impairment of Grantee's property and materials or the property and materials of the Grantee's employees or subrecipient subcontractors, used by the Grantee pursuant to the Grantee's performance under this contract.

14.05 The Grantee warrants that it is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this contract. The SCAO will not be subject to any liability for any such claim.

14.06 In the event any action or proceeding is brought against the Grantee by reason of any claim due or claimed to be due to Grantee's performance covered under this contract, the Grantee will, at the Grantee's sole cost and expense, resist or defend the action or proceeding as the Grantee deems appropriate. The Grantee retains sole authority and discretion to resolve and settle any such claims.

15. ACQUISITION, ACCOUNTING, RECORDKEEPING, AND INSPECTION

15.01 The Grantee agrees that all expenditures from this contract, including the acquisition of personnel services, contractual services, and supplies, shall be in accordance with: (1) the standard procedures of the Grantee's funding unit, and (2) the administrative and budget requirements of the grant.

15.02 The Grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of funds for the purposes identified in the approved grant request, most recently approved budget, and any applicable approved contract addendum and/or budget amendment.

15.03 The Grantee agrees that the Michigan Supreme Court, the SCAO, the local government audit division of the Michigan Department of Treasury, the State Auditor General, or any of their duly authorized representatives, including program evaluators and auditors, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, books, accounts, data, time cards, or other records related to this contract. The Grantee shall retain all books and records, including all pertinent cost reports, accounting and financial records, or other documents related to this contract, for five years after final payment at the Grantee's cost. Federal and/or state auditors, and any persons duly authorized by the SCAO, shall have full access to and the right to examine and audit any of the materials during the term of this contract and for five years after final payment. If an audit is initiated before the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is complete. The SCAO shall provide audit findings and recommendations to the Grantee. The SCAO may adjust future or final payment if the findings of the audit indicate over- or under-payment to the Grantee for the period audited, subject to the availability of funds for such purposes. If an audit discloses an overpayment to the Grantee, the Grantee shall immediately refund all amounts that may be due to the SCAO. Failure of the Grantee to comply with the requirements of this section shall constitute a material breach of this contract upon which the SCAO may cancel, terminate, or suspend this contract.

15.04 The Grantee's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Grantee.

16. PROGRAM REVIEW AND MONITORING

16.01 The Grantee shall give the SCAO and any of its authorized agents access to the court at any reasonable time to evaluate, audit, inspect, observe, and monitor the operation of the program. The inspection methods that may be used include, but are not limited to onsite visits, interviews of staff and participants, and review of case records, receipts, monthly/quarterly statistical reports, and fiscal records.

17. REPORTS

17.01 The Grantee agrees to submit timely, complete, and accurate reports as identified in Attachment A.

17.02 The data for each participant who is screened and accepted into the program must be entered into the Drug Court Case Management Information System (DCCMIS).

17.03 The Grantee is responsible for the timely, complete, and accurate submission of each required report and data as outlined above.

17.04 If any report is thirty days past due, a delinquency notice will be sent via email notifying the Grantee that it has 15 days to comply with the reporting requirement. Forty-five

days past the due date, a forfeiture notice will be sent to the Grantee via the U.S. Postal Service notifying it that its funding award has been rescinded due to contract noncompliance.

18. TERMINATION OR FUNDING HOLD

18.01 Each party has the right to terminate this contract without cause by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination. Reasons for termination may include, but are not limited to, failure to make ongoing progress toward the program's goals, or failure to submit reports in a timely fashion.

18.02 This contract may be terminated immediately without further financial liability to the SCAO if funding for this contract becomes unavailable to the SCAO.

19. COMPLIANCE WITH LAWS

19.01 The Grantee shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

20. MICHIGAN LAW

20.01 This contract shall be subject to, and shall be enforced and construed under, the laws of Michigan.

21. CONFLICT OF INTEREST

21.01 The Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this contract.

21.02 The Grantee and the SCAO are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, MSA 4.1700(51) *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*, MSA 4.1700 (71) *et seq.*

22. DEBT TO STATE OF MICHIGAN

22.01 The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. DISPUTES

23.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this contract within seven days of discovery of the alleged breach.

23.02 The Grantee and the SCAO agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this contract; or any claim that the SCAO violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.

23.03 The Grantee and the SCAO agree that, in the event that mediation is unsuccessful, any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion of the arbitrator. This agreement to arbitrate shall be specifically enforceable. A judgment of

any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

24. ENTIRE AGREEMENT

24.01 Except for Grantee's approved grant application, application assurances, and most recently approved budget, this contract contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this contract exists to bind either of the parties.

25. AMENDMENT

25.01 This contract may be amended only upon written agreement of the parties.

26. DELIVERY OF NOTICE

26.01 Written notices and communications required under this contract shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

- A. The Grantee's contact person is Carl Thompson, 2650 DeHoop Ave. SW., Wyoming, MI 49509.
- B. The SCAO's contact person is Dr. Jessica Parks, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.

27. SIGNATURE OF PARTIES

27.01 This contract becomes effective when signed by the parties.

IN WITNESS WHEREOF, the SCAO and the Grantee have executed this contract:

62A District Court - Veterans Treatment Court

By: _____
Authorizing Official (Signature and Title)

Authorizing Official (Please Print Name and Title)

Date: _____

Authorizing Official: Must be a person who is authorized to enter into a binding contract for the entity receiving funds. *The authorizing official may not be a judge or other state employee.* The authorizing official is normally from the Executive or Legislative Branch of the entity (e.g., City Manager, Mayor, Council President, Board Chairperson, Chief Financial Officer, etc.).

STATE COURT ADMINISTRATIVE OFFICE

By: _____
Deputy State Court Administrator

Date: _____

**ATTACHMENT A
MICHIGAN VETERANS TREATMENT
COURT GRANT PROGRAM
FY 2015 REPORTING REQUIREMENTS**

**October 1, 2014 through
September 30, 2015**

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2015	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2014, through December 31, 2014.
May 15, 2015	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2015, through March 31, 2015.
August 15, 2015	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2015, through June 30, 2015.
November 15, 2015	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2015, through September 30, 2015.

DCCMIS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2015	Courts will be confirming user access to DCCMIS.

CLAIMS REPORTS	
DUE DATE	NOTE
January 10, 2015	Courts will be reporting on expenditures from October 1, 2014, through December 31, 2014.
April 10, 2015	Courts will be reporting on expenditures from January 1, 2015, through March 31, 2015.
July 10, 2015	Courts will be reporting expenditures from April 1, 2015, through June 30, 2015.
October 10, 2015	Courts will be reporting expenditures from July 1, 2015, through September 30, 2015.

PROGRESS REPORTS	
DUE DATE	NOTE
April 30, 2015 Interim Report	Courts will be reporting on progress made during the first half of the grant period – October 1, 2014, through March 31, 2015.
October 30, 2015 Final Report	Courts will be reporting on progress made during the second half of the grant period – April 1, 2015, through September 30, 2015.

CITY OF WYOMING, MICHIGAN

RESOLUTION NO. _____

WHEREAS, Comcast of California/Massachusetts/Michigan/Utah, LLC (“Company”) in 2001 was granted a consent agreement (“Consent Agreement”) to provide cable service in the City of Wyoming (“Municipality”), which Consent Agreement is due to expire in 2016, and

WHEREAS, in 2006 the State of Michigan enacted Public Act 480 of 2006 to make certain changes in cable and video franchising, and

WHEREAS, this summer Comcast and Midwest Cable, Inc. submitted a Form 394 to the City regarding the proposed transfer or change of control of Company to Midwest Cable, Inc., and

WHEREAS, representatives of both Company and the City have engaged in discussions on resolving their differences on renewal, have reached agreement on the terms set forth below, and recommend approval of such terms, and

WHEREAS, Municipality accepts such recommendation and intends to sign both a Uniform Franchise with Company on the terms set forth below and the attached Letter Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section I. The City of Wyoming will concurrently enter into a Uniform Franchise with Company with a 1% PEG fee and a 5% franchise fee, which will be effective as of November 1, 2014, and sign the Letter Agreement attached hereto, and

Section II. The City of Wyoming hereby approves the proposed change of control of Company to Midwest Cable, Inc., and

Section III. The City of Wyoming authorizes and directs the Mayor to sign a Uniform Franchise and Letter Agreement as set forth above, and the City Manager and Special Counsel are authorized and directed to take all necessary actions related thereto; and

Section IV. This resolution shall become effective from and after its passage, as provided by law, and shall expire and be of no effect if both the Uniform Agreement as set forth above and Letter Agreement are not signed.

Moved by Councilmember _____, supported by Councilmember _____ at a meeting of the City of Wyoming City Council that the above Resolution be adopted.

Motion carried:

Ayes _____

Nays _____

Absent _____

I hereby certify that the above Resolution was adopted by the City Council for the City of Wyoming at a regular session held on the 6th day of October, 2014.

Heidi A. Isakson
Wyoming City Clerk

8786557_1.DOC

Resolution No. _____



Bridgewater Place • Post Office Box 352
Grand Rapids, Michigan 49501-0352

Telephone 616 / 336-6000 • Fax 616 / 336-7000 • www.varnumlaw.com

William A. Dornbos	David E. Khorey	Kimberly A. Clarke	Toni L. Newell	Kristiana M. Coutu	Scott R. Sikkenga
Fredric A. Sytsma	Michael G. Wooldridge	Mark E. Hills	Peter A. Schmidt	Dennis M. Devaney	Donald Snide
John W. Allen	Perrin Rynders	Peter G. Roth	Michael P. Kling	Kevin M. DiDio	Steven H. Weston
Jack D. Sage	Mark S. Allard	Mary Kay Shaver	Rebecca M. Decoster	Conor B. Dugan	
Nyal D. Deems	Timothy E. Eagle	Jude W. Pereira	Linsey A. Aten	Elizabeth Joy Fossel	Of Counsel
Richard A. Hooker	Michael S. McElwee	Kimberly Baber	Timothy P. Monsma	Richard D. Fries	Peter Armstrong
Randall W. Kraker	Jeffrey W. Beswick	Adam J. Brody	Stephen F. MacGuidwin	Bruce Goodman	Terrance R. Bacon
Peter A. Smit	Joan Schleef	Matthew B. Eugster	Laura E. Radle	Paul J. Greenwald	Bruce A. Barnhart
Robert D. Mollhagen	Scott A. Huizenga	Charyn K. Hain	Jake W. Lombardo	Randall J. Groendyk	Timothy J. Curtin
Marilyn A. Lankfer	Richard R. Symons	Elizabeth Wells Skaggs	Zachary J. Meyer	Bruce R. Grubb	Jon F. DeWitt
Joseph J. Vogan	Eric M. Nemeth	Melissa B. Papke	Luis E. Avila	Richard L. Halpert	Beverly N. Holaday
Thomas J. Kenny	Ronald G. DeWaard	Timothy J. Lundgren	Benjamin A. Anderson	Dirk Hoffius	Donald L. Johnson
Eric J. Schneidewind	James M. Eardley	Aaron M. Phelps	Kyle P. Konwinski	Richard P. Manczak	William J. Lawrence III
Lawrence J. Murphy	Eric J. Guerin	Brett A. Rendeiro	David M. Moss	Paul L. B. McKenney	Thomas L. Lockhart
Teresa S. Decker	Steven J. Morren	Steven T. Buquicchio	Kristen M. Veresh	David K. McLeod	Daniel C. Molhoek
Lawrence P. Burns	Thomas G. Kyros	Nancy L. Farnam	Natalie M. Warrick	Michael J. Mulcahy	David E. Preston
Thomas H. Bergh	Alfred L. Schubkegel, Jr.	Christopher J. Caldwell	Jacob A. Droppers	Deborah I. Ondersma	Hilary F. Snell
Matthew D. Zimmerman	Pamela J. Tyler	Scott J. Hill	Katherine K. Wilbur	Deborah K. Palmer	Larry J. Tittley
William E. Rohn	Jon M. Bylsma	Brion B. Doyle	Liesel M. Cervin	Jack M. Panitch	Kent J. Vana
John Patrick White	Joseph B. Levan	Seth W. Ashby	Katherine L. O'Connor	John W. Pestle	Carl E. Ver Beek
Jonathan W. Anderson	Harvey Koning	Gary J. Mouw		Richard D. Rathburn	
Jeffrey A. DeVree	Scott D. Alfree	Richard T. Hewlett	Counsel	Dale R. Rietberg	Emeritus
Susan M. Wyngaarden	Stephanie R. Setterington	Bradley S. Defoe	Christopher P. Baker	Christopher J. Salata	James N. DeBoer, Jr.
Kaplin S. Jones	Bryan R. Walters	Nina Thekdi	Matthew W. Bower	Bonnie Y. Sawusch	
Stephen P. Afendoulis	Dean F. Reisner	Michael J. Romaya	Laura A. Chappelle	Jeffrey L. Schad	

JOHN W. PESTLE

WEB SITE www.varnumlaw.com/cable

DIRECT DIAL 616/336-6725

E-MAIL jwpestle@varnumlaw.com

September 30, 2014

Ms. Barbara VanDuren
Deputy City Manager
City of Wyoming
1155 28th St SW
Wyoming, MI 49509

Re: Comcast Franchise Renewal, Letter Agreement

Dear Barb:

This letter summarizes the attached Uniform Video Service Local Franchise Agreement ("Uniform Franchise") with Comcast and related Letter Agreement relating to PEG channels. We have assisted the City and other area communities for many years on cable matters and recommend adoption of the resolution approving both agreements.

The attached resolution would authorize the execution of both a Uniform Franchise between the City and Comcast, as well as a related Letter Agreement detailing specific issues surrounding PEG channels provided as part of the cable service pursuant to the Uniform Franchise.

Comcast provides cable television service in the City and most area communities. As has occurred in the past, fifteen area communities and their lawyers have engaged in detailed discussions over the past several months in an attempt to resolve certain franchise renewal related issues, with the discussion being prompted by the proposed transfer of control of Comcast to a new entity, Midwest Cable, Inc. This joint effort has been mutually beneficial, and lead to the results described below.

Ms. Barb VanDuren
September 30, 2014
Page 2



Comcast gets its franchise renewed for ten years using the state form it prefers, and legal arguments about the validity of that form and the underlying state statute are resolved. In return, once approved by the City, the Uniform Franchise would ensure that the City of Wyoming gets an increased level of funding for WKTU and the City channel compared to present levels, with a mutually agreed to 1% PEG fee (and a 5% franchise fee), which would be effective as of November 1, 2014. And the favorable PEG related provisions of the expiring franchise are generally preserved.

In addition, the Letter Agreement allows the City to upgrade WKTU and the City's channel to all digital, which should give residents a better quality picture than at present. There are similar upgrade provisions for all the other PEG channels in the area.

Also, there are currently five (5) PEG channels activated and in use in Wyoming and surrounding communities. The Letter Agreement with Comcast adds a sixth PEG channel throughout all fifteen communities. Wyoming has the option of placing its programming on this channel if it wishes. The costs to activate the sixth PEG channel are allocated among all fifteen communities, with Wyoming's share anticipated to be less than approximately \$4,000, which would be more than adequately funded by the increased PEG fees.

City staff, Tom Norton from WKTU and we have worked diligently to negotiate this Uniform Franchise and Letter Agreement jointly with representatives of all area Comcast communities, so that all impacted local units of government will basically be presented with the same franchise and agreement for near simultaneous authorization by their various city councils, city commissions and township boards. We recommend its prompt approval at your next regular Council meeting.

Once again, we appreciate the opportunity to be of service to the City and to work with you on this.

With best wishes,

Very truly yours,

VARNUM LLP

A handwritten signature in black ink that reads "John W. Pestle". The signature is written in a cursive style.

John W. Pestle

JWP/ba

Attachment

cc: City of Wyoming File
Chron File

8791360_1.DOCX



One Comcast Center
Philadelphia, Pennsylvania 19103

September 30, 2014

Ms. Barbara VanDuren
Deputy City Manager
City of Wyoming
1155 28th St SW
Wyoming, MI 49509

Dear Ms. VanDuren:

This is a Letter Agreement ("Letter Agreement") between the City of Wyoming, Michigan ("Franchising Authority") and Franchisee¹ for cable system PEG commitments.

Franchisee provides cable service in the Franchising Authority and the communities listed on Exhibit A. Franchisee, the Franchising Authority and the communities listed on Exhibit A have engaged in discussions to resolve certain franchise renewal related issues, with the discussions being prompted by the proposed transfer of control of the Franchisee to a new entity, Midwest Cable, Inc.

The parties have agreed to resolve their differences on renewal and the transfer of control in a manner consistent with the terms of this Letter Agreement. Franchisee is entering into a letter agreement with each of the communities listed on Exhibit A which contains the same material terms and conditions as this Letter Agreement.

Concurrent with this letter, the parties are signing a Uniform Video Services Local Franchise Agreement ("UVSLFA") with a mutually agreed to 1% PEG fee (and the Franchising Authority electing a 5% franchise fee) which will be effective as of November 1, 2014.

The Franchisee has agreed to enter into this Letter Agreement to memorialize certain additional enforceable commitments related to public, educational and governmental ("PEG") programming, to take effect on the effective date of the UVSFLA referenced above. This Letter Agreement therefore sets forth the Franchisee's additional PEG commitments and other elements of the parties' agreement, which are not otherwise covered by the UVSLFA and PA 480 of 2006 ("PA 480"), as follows:

¹ Comcast of California/Massachusetts/Michigan/Utah, LLC.

1. PEG Channel Placement. The Franchisee will place and maintain all PEG channels carried on the cable system on the lowest-priced tier of service, and to the extent commercially reasonable, grouped consecutively together. If the Franchisee needs to relocate any PEG channel, the Franchisee shall do so only on commercially reasonable grounds after providing reasonable advance notice to the Franchising Authority of not less than 60 days. The commitment contained in this provision shall be in addition to any other PEG channel placement requirements imposed by applicable law. In the event of any conflict between the PEG channel placement requirements imposed by this provision and those imposed by applicable law or contracts with other programmers (for example a national contract with a programmer requiring uniform channel placement across all cable systems), the provisions of applicable law or those contracts shall prevail.

2. PEG Channels, Allocation. There are currently five (5) PEG channels activated and in use in the Franchising Authority, as listed with their operator and signal origination point on Exhibit A. The Franchising Authority has requested and the Franchisee has agreed to continue to provide these channels (and to provide an additional, sixth channel, as set forth below). The Franchising Authority may at any time on six (6) months' notice to the Franchisee allocate or reallocate the usage of the PEG channels among and between different uses and operators. The Franchising Authority will reimburse the Franchisee for the costs of any such change set forth in this section.

3. Signal Input Points²/Remote Signal Input Points³. Franchisee shall construct and activate new PEG Signal Input Points and Remote Signal Input Points within the geographical limits of the Franchisee's service area in the municipalities listed on Exhibit A within 180-days of advance written notice from the Franchising Authority of the location of such new PEG Signal Input Point/Remote Signal Input Point. All costs associated with the construction of such PEG Signal Input Point/Remote Signal Input Points, including the costs of any necessary equipment and activation costs, shall be paid by the Franchising Authority. The Franchisee shall continue to provide the existing Signal Input Points (listed on Exhibit A) and Remote Signal Input Points (including those listed on Exhibit B) without charge.

4. Digital Upgrade. To enhance PEG signal quality, the Franchising Authority has requested and agreed to pay the Franchisee to upgrade PEG signal transport for the WKTV (Wyoming-Kentwood Television Public Access) and WKTV3 (Wyoming Kentwood government access) PEG Channel to an all-digital fiber connected transport. This will require the replacement of the analog signal processing matrix switch in Franchisee's Grand Rapids headend with a digital counterpart, replacement of all the analog point to point transport, additions of encoders at the source locations, and fiber builds to eliminate any coax or institutional network

² "Signal Input Points" refer to the facilities which connect the permanent studios (or equivalent) of operators of PEG Channels to the cable system and thus provide the connection by which such operators provide their programming to the Franchisee for immediate retransmission to subscribers.

³ "Remote Signal Input Points" are signal input points for PEG Channel programming that are used intermittently (but repeatedly) from the same location, such as to transmit programming from Calder Plaza, a community center, a high school football field or the like to a PEG studio or to the matrix switcher.

connections. Franchising Authority and Franchisee agree to identify specific signal input locations, timetables for construction of improvements and review cost estimates and cost allocations, with the communities listed on Exhibit A and other parties if necessary.

5. PEG Program Switching.

- a. There is currently a "matrix switcher" located at the Franchisee's head end which has been paid for by area municipalities. In general it allows programming to be exchanged (switched) between PEG studios listed on Exhibit A or transmitted live from different locations onto the cable system on a PEG channel (it is often used for this purpose for the Live Wire channel).
- b. Subject to the Franchising Authority's payment (individually or in combination with other municipalities listed on Exhibit A) of the Franchisee's costs, Franchisee shall continue to provide such switcher, with the Franchising Authority or other municipalities listed on Exhibit A being responsible for all functions associated with the actual switching of PEG programming.
- c. At the Franchising Authority's direction (individually or in combination with other municipalities listed on Exhibit A), Franchisee will install new, upgraded or replacement matrix switchers or comparable switching equipment in the cable system's headend, with the Franchising Authority (individually or in combination with other municipalities listed on Exhibit A) paying the costs associated with any such new, upgraded or replacement switching equipment

6. Interconnection. The provisions of PA 480 will govern any interconnection between Franchisee's cable system and any other cable system necessary to obtain PEG channels from Signal Input Points so as to effectuate this Letter Agreement.

7. Reimbursement and Offsets for Certain PEG Capital Projects.

- a. The Franchising Authority will reimburse Franchisee for PEG capital costs incurred by the Franchisee for projects under this Letter Agreement prior to commencement of improvements unless a project would cause financial hardship on the Franchising Authority and Franchisee agrees to allow reimbursement, plus interest, over time from future PEG fees collected. Franchisee agrees to use reasonable efforts to accommodate such special requests but will not be required to forgo reimbursement for longer than two years, or for an amount that exceeds 50% of the estimated annual PEG fee payment for the Franchise Authority(ies) involved. For any capital projects under this Letter Agreement involving multiple Franchising Authorities, such involved Authorities will reach agreement on cost allocation prior to submitting a request for extended reimbursement. Likewise, Franchisee will provide Franchise Authority with estimates for costs it expects to incur and estimates for future offsets, inclusive of interest (prime plus 2%) for the offset periods.

- b. For purposes of activating the sixth channel under Section 8 below, Franchisee and the Franchising Authorities identified in Exhibit A (the "Parties") agree that Plainfield Township is responsible for 50% of the costs and the remaining fourteen Franchising Authorities will share pro rata the costs of activating the channel. The Parties further agree that for purposes of paying for the activation of the sixth channel, Franchisee will offset its costs from PEG fees collected as follows:
 - i. From Ada, Byron, Grattan and Plainfield Townships: PEG fees collected commencing November 1, 2014 through no later than December 2015;
 - ii. From the remaining eleven Franchising Authorities: The final true-up from the legacy franchise for the period covering January 2014 through October 2014, payable on or about December 15, 2014 pending Franchisee's receipt of necessary data regarding payments made by a competitive provider. Should the true-up not satisfy amounts owed, the remaining Franchising Authorities or their designee(s) will reimburse Franchisee directly for any balance.

8. Activation/Programming for Sixth PEG Channel.

- a. Franchisee currently makes available five PEG channels to the Franchising Authority and the communities listed on Exhibit A. Franchisee will promptly activate a sixth PEG channel on its cable system for all the communities listed in Exhibit A. Subject to subsection b, the programming on such sixth channel shall initially be what is commonly referred to as Rogueview Community TV, which carries Plainfield Township related programming. The Franchising Authority collectively with the other communities listed on Exhibit A shall be responsible to Franchisee for all costs associated with the activation of the sixth PEG channel.
- b. Upon satisfaction of the reimbursement and offset requirements specified in Section 7 of this Agreement, Franchisee will commence the process to activate a sixth channel, with a target date of March 15, 2015. If at the time of activation of a sixth PEG channel under this provision or subsequently, the Franchising Authority decides to change the initial programming of the sixth PEG channel to different programming, the parties recognize that this could create complications if Franchisee's node group⁴ boundaries do not correspond with the political boundaries of the Franchising Authority. Franchisee shall work with the Franchising Authority to resolve any technical issues required to transport the requested programming on the sixth PEG channel, and shall implement the change in programming upon the Franchising Authority's payment of any costs associated with the change.

⁴ For purposes of this provision "node groups" is intended to refer to current system engineering, which may not necessarily track political boundaries.

9. Miscellaneous.

- a. The commitments outlined in this Letter Agreement are contingent upon the parties signing the UVSLFA with a 1% PEG fee. The Franchising Authority agrees to take any and all actions necessary to accomplish the prompt approval of the UVSLFA without any alterations or amendments other than the franchise fee and PEG fee referenced herein. The UVSLFA shall contain no provision expressly requiring or providing for automatic renewal.
- b. The commitments outlined in this Letter Agreement are further contingent upon the Franchising Authority taking no action that would interfere with the proposed change of control of Franchisee to Midwest Cable, Inc.
- c. This Letter Agreement shall run contemporaneous with, and be effective for, the same Term as is contained in the UVSLFA, after which this Letter Agreement shall expire.
- d. This Letter Agreement shall be binding upon, and inure to the benefit of, the parties, their successors and assigns, including Midwest Cable, Inc., and its affiliates, successors and assigns.
- e. The commitments outlined in this Letter Agreement are further contingent upon Franchisee's receipt of local approvals, such as right of way permits and building and safety related permits, that may be necessary for the fulfillment of any Franchisee commitment hereunder.
- f. Any delay, preemption or other failure to perform caused by factors beyond the parties' control, including without limitation any act of God, labor dispute, war, technical breakdown, riot, government order or regulation, shall not result in a default of this Letter Agreement. Each party shall exercise its reasonable efforts to cure any such delays and the cause thereof, and performance under the terms of this Agreement shall be excused for the period of time during which such factors continues.
- g. This Letter Agreement may not be altered or modified in any way, except in writing duly executed by each of the parties hereto.
- h. The Exhibits to this Letter Agreement are incorporated by reference as if fully set forth herein.
- i. This Letter Agreement may be executed simultaneously in any number of counterparts, each of which when executed and delivered shall be an original, but such counterparts together shall constitute one and the same instrument, and it

Ms. Barbara VanDuren
September 30, 2014
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shall not be necessary in making proof of this Letter Agreement to produce or account for more than one such counterpart.

- j. This Letter Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Michigan and federal law.

IN WITNESS WHEREOF, each of the parties listed immediately below has executed this Letter Agreement as of the date first written above.

Comcast of California/Massachusetts/Michigan/Utah, LLC


By: _____
Tim Collins

Date: September 30, 2014

City of Wyoming, Michigan

By: _____

Printed Name: Jack A. Poll, Mayor

Date: _____

By: _____

Printed Name: Heidi A. Isakson, City Clerk

Date: _____

cc: John W. Pestle
Tom Lundgren

Exhibit B

Wyoming Remote Signal Input Points

Wyoming Public Library (3350 Michael Ave SW, Wyoming, MI 49509)(to be verified)

Wyoming City Hall (1155 28th Street, Wyoming 49509).

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 241-6217

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 241-6200.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Wyoming, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of California/Massachusetts/Michigan/Utah, LLC, a Delaware Limited Liability Company doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E.** In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G.** The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J.** The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A.** The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B.** Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C.** The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (\$24,882/year) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 1 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is ----- % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(I) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Wyoming:

Attn:

Fax No.:

1.

41112 Concept Dr.

Plymouth, MI 48170

Attn: VP of Government Affairs

Fax No.: 248-233-4719

2.

600 Galleria Pkwy

Atlanta, GA 30339

Attn: Sen. Vice President, Government Relations

3.

One Comcast Center

Philadelphia, PA 19103

Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Wyoming, a Michigan Municipal Corporation

**Comcast of California/Massachusetts/Michigan/Utah,
LLC a Delaware Limited Liability Company doing
business as Comcast**

By
Jack A. Poll
Print Name
Mayor
Title
1155 28th Street SW
Address
Wyoming MI 49509
City, State, Zip
616/530-7272
Phone
616/261-7103
Fax
vandurenb@wyomingmi.gov
Email


By
Timothy P. Collins
Print Name
Regional Senior Vice President
Title
41112 Concept Drive
Address
Plymouth, MI 48170
City, State, Zip
248-233-6736
Phone
248-233-4719
Fax
Tim_Collins@cable.comcast.com
Email

ATTEST: _____
Heidi A. Isakson, City Clerk

FRANCHISE AGREEMENT (*Franchising Entity to Complete*)

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: September 16, 2014		
Applicant's Name: Comcast of California/Massachusetts/Michigan/Utah, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 06-1116778		

Company executive officers:

Name(s): Timothy P. Collins
Title(s): Regional Senior Vice President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Kyle Mazurek		
Title: Manager, External Affairs		
Address: 41112 Concept Dr., Plymouth, MI 48170		
Phone: 734-254-1557	Fax: 248-327-7868	Email: Kyle_Mazurek@cable.comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 517-334-5890	Fax: 517-334-1880	Email: Leslie_Brogan@cable.comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

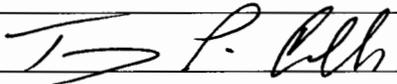
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, Timothy P. Collins, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Timothy P. Collins, Regional Senior Vice President	
Signature: 	Date: 9-25-2014

(Franchising Entity)

City of Wyoming, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE A CONTRACT AMENDMENT
FOR SPECIFIC HOME REPAIR SERVICES

WHEREAS:

1. The 2014/2015 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents.
2. On July 1, 2014, the City of Wyoming entered into an agreement with Home Repair Services of Kent County, namely a Minor Home Repair program and an Access Modification Program for persons with disabilities.
3. Due to an increase in costs for minor home repair, and a need for emergency furnace replacements, Home Repair Service has requested the contract be amended to allow improvements of up to a maximum amount of \$3,500.00 per location instead of the current maximum of \$1,500.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement amendment with Home Repair Services of Kent County, amending Section 3(2) to allow an increase in costs for minor home repairs up to a maximum amount of \$3,500.00 per location instead of the current maximum \$1,500.00. The total contract amount of \$60,000.00 remains the same.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 6, 2014.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 16, 2014
Subject: Home Repair Services 2014-2015 Contract Amendment
From: Rebecca Rynbrandt, Director of Community Services
Cc: David Jacobs, Home Repair Services

Meeting Date: October 6, 2014

RECOMMENDATION:

It is recommended the Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement amendment with Home Repair Services of Kent County, amending Section 3(2) to allow an increase in costs for minor home repairs up to a maximum amount of \$3,500.00 per location instead of the current maximum \$1,500.00. The total contract amount of \$60,000.00 remains the same.

SUSTAINABILITY CRITERIA:

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

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

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

DISCUSSION:

The 2014/2015 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents. On July 1, 2014, the City of Wyoming entered into an agreement with Home Repair Services of Kent County, namely a Minor Home Repair program and an Access Modification Program for persons with disabilities. Due to an increase in costs for minor home repair, and a need for emergency furnace replacements, Home Repair Service has requested the contract be amended to allow improvements of up to a maximum amount of \$3,500.00 per location instead of the current maximum of \$1,500.00.

BUDGET IMPACT:

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

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

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

WITNESSETH THAT:

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

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

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

SECTION 1 - PROGRAM OBJECTIVES:

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

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

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

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

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

SECTION 3 - MINOR HOME REPAIR PROGRAM:

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

SECTION 4 - ACCESS MODIFICATION PROGRAM:

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

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

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

SECTION 5 – WARRANTY/APPEAL:

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

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

SECTION 6 - LOSS OF CLIENT ELIGIBILITY:

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

SECTION 7 - HOUSES FOR SALE/RENTAL UNITS:

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

SECTION 8 - OVERRUNS:

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

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

SECTION 9 - RECORDS:

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

SECTION 10 - REPORTS AND INFORMATION:

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

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

CDFA Program Title – Community Development Block Grants/Entitlement Grants
CDFA Number – 14.218
Agency Office – Department of Housing & Urban Development/Office of Community Planning & Development
Type of Assistance – A-Formula Grants
Award Year – 2014/2015
Project – Rehabilitation-Home Repair Services
Project Description – Low/moderate-income households have affordable services such as minor home repairs and accessibility modifications
Project Funding - \$60,000.00

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

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

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

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

SECTION 12 - TIME OF PERFORMANCE:

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

SECTION 13 - COMPENSATION AND METHOD OF PAYMENT:

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

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

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

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

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

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

SECTION 14 - CONTINUED FUNDING:

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

SECTION 15 - FINANCE PROCEDURES:

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

SECTION 16 - DONATION AND FEES:

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

SECTION 17 - CONTRACT MODIFICATIONS:

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

SECTION 18 - CONTRACTOR'S FAILURE OF PERFORMANCE:

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

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

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

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

SECTION 19 - AUDITS AND INSPECTIONS:

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

SECTION 20 - CONFLICT OF INTEREST:

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

SECTION 21 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:

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

SECTION 22 - LOBBYING AND POLITICAL ACTIVITIES:

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

SECTION 23 - "SAVE HARMLESS" CLAUSE:

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

SECTION 24 - CIVIL RIGHTS:

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

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

SECTION 25 - COMPLIANCE WITH THE LAW:

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

SECTION 26 - SEVERABILITY OF PROVISIONS:

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

SECTION 27 - WAIVER:

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

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

SECTION 28 - DISCLOSURE OF CONFIDENTIAL MATERIAL:

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

SECTION 29 - CITY DEPARTMENT OR OFFICE:

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

SECTION 30 – FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS:

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

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

SECTION 31 - TERMINATION AT CITY'S ELECTION:

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

Approved as to form:

A handwritten signature in black ink, appearing to read "Jack R. Sluiter". The signature is written in a cursive style with a large initial "J".

Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE TRIMATRIX LABORATORIES TO CONDUCT
METALS ANALYSIS AND NITROGEN TESTING

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize TriMatrix Laboratories to conduct metals analysis and nitrogen testing on an as-needed basis through the completion of the Clean Water Plant laboratory renovation project.
2. It is estimated that the expenditure for the testing will total approximately \$75,000.00 and funds are available in account numbers 590-590-54310-930000, 590-590-54710-930000 and 590-590-54800-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the TriMatrix Laboratories to conduct metals analysis and nitrogen testing.

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 6, 2014.

ATTACHMENTS:
Staff Report

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: September 29, 2014
Subject: Contract Services with TriMatrix Laboratories
From: Jaime Petrovich, Utilities Lab Manager
Meeting Date: October 6, 2014

Recommendation:

It is recommended that contracted services with TriMatrix Laboratories be allowed, on an as-needed basis, up to an estimated amount of \$75,000.

Sustainability Criteria:

Environmental Quality – The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming’s citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City, as well as to its wholesale customer communities, 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 – By maintaining our own independent laboratories in the Utilities Department, we are able to keep our costs as low as possible, while generating more analytical data in which we have higher confidence. When in-house testing is impractical or not cost-effective, we may utilize a private laboratory for analytical services.

Discussion:

The Clean Water Plant maintains its own independent laboratory which performs analyses that are used to document regulatory compliance, demonstrate treatment process control, ensure industrial user compliance, calculate surcharges and rates, and characterize biosolids samples. For a few parameters, when in-house testing is not practical or cost-effective, a private laboratory may provide contracted analytical services.

During the laboratory renovation, the lab is temporarily operating out of the former Meter Shop building on Porter Street. This location was configured to accommodate most of the lab equipment needed to provide ongoing testing capabilities. However, it was not possible to move all of the instrumentation due to lack of appropriate fume hood ventilation, mechanical requirements, or the need for significant volumes of compressed gasses. The two instruments that could not be relocated are used for metals analysis and nitrogen testing. For the duration of the project, testing for these parameters must be provided by a private laboratory.

The necessary testing services will be provided by TriMatrix Laboratories. The Clean Water Plant has a longstanding relationship with TriMatrix for wastewater, drinking water, and biosolids testing. TriMatrix maintains certification with the National Environmental Laboratory Accreditation Program (NELAP), which requires a rigorous quality assurance/quality control program and strict adherence to established methods, best practices, and standards. This level of accreditation, in addition to consistently good customer service and efficient turnaround times, make TriMatrix uniquely qualified to provide the additional analytical services needed during the laboratory renovation project.

Budget Impact:

The anticipated costs for contracted analytical services during the renovation project were included in this year's annual budget.

I recommend that the Council provide approval to continue to allow TriMatrix Laboratories to provide analytical services, on an as-needed basis, up to an estimated amount of \$75,000. The ledger accounts 590-590-54310-930000, 590-590-54710-930000, and 590-590-54800-930000 are the accounts we use for these services.



Kristen McLaughlin (Lab Tech II) working in the temporary laboratory located in the old Meter Shop building



Temporary Lab at Old Meter Shop



RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE PURCHASE OF T.E.A.M. 21
ACTIVITY SUPPLIES AND TO AUTHORIZE PAYMENT
TO DISCOUNT SCHOOL SUPPLY

WHEREAS:

1. As detailed in the attached Staff Report T.E.A.M. 21 has expanded their services to eight additional schools and expansion of the program required the purchase of additional activity supplies.
2. It is recommended that the City Council authorize the payment of \$11,485.00 to Discount School Supply for the activity supplies.
3. Funds for the materials and equipment are available in the 21st CCLC grant expense accounts 208-752-76110-740000 and 208-752-76111-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the purchase of T.E.A.M. 21 activity supplies and authorizes payment to Discount School Supply in the amount of \$11,485.00.
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 October 6, 2014.

ATTACHMENTS:
Staff Report
Invoice

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: September 22, 2014

SUBJECT: Authorization to Pay for T.E.A.M. 21 Activity Supplies

FROM: Scott Bloem, Recreation Programmer II

CC: Rebecca Rynbrandt, Director of Community Services

Date of Meeting: October 6, 2014

RECOMMENDATION

It is recommended that the City Council authorize the payment of \$11,485.00 to Discount School Supply for materials and equipment to be used at the following newly-funded T.E.A.M. 21 after-school sites: Parkview Elementary, Oriole Park Elementary, Gladiola Elementary, North Godwin Elementary, West Godwin Elementary, West Kelloggsville Elementary, Southeast Kelloggsville Elementary, Godfrey-Lee Early Childhood Center, and Godfrey Elementary.

SUSTAINABILITY CRITERIA

Environmental Quality

The expense represents a combined supply order, which consolidates shipping and minimizes associated environmental impacts.

Social Equity

The materials purchased will be used in schools to implement activities that provide additional academic, social, and emotional support for students identified as at-risk in these areas.

Economic Strength

Consolidating supply orders for our new T.E.A.M. 21 sites reduces expenses. Items were compared between multiple providers and selected for lowest costs, and both per-unit costs. In addition, shipping expenses were considered.

DISCUSSION

On June 16, 2014, the City renewed agreements with Wyoming Public Schools to provide T.E.A.M. 21 programming funded through the jointly-submitted 21st Century Community Learning Centers (21st CCLC) grants. For this fiscal year, the agreements included two newly-awarded grants, representing an expansion of T.E.A.M. 21 programming into eight new schools, with programming starting in early September 2014. One aspect of this expansion includes the purchase of initial supplies, materials, and equipment to be used to implement enrichment activities for students. T.E.A.M. 21 staff members at the new sites were asked to coordinate and combine supply orders whenever possible in the interest of both efficiency and cost-effective purchasing. At that time it was not anticipated that the overall order would exceed the maximum approved tangible item purchase amount of \$7,500.00. We respectfully request the City Council to approve this expense.

BUDGET IMPACT

The payment of \$11,485.00 will be funded by two 21st CCLC grant expense accounts: \$6,583.49 from 208-752-761.10-740.000 (Cohort I-1), and \$4,901.51 from 208-752-761.11-740.000 (Cohort I-2), reflecting the different supplies ordered by sites in different grants. Sufficient funds are available, and these costs will be fully reimbursed by Wyoming Public Schools, per the active agreements in place, approved by City Council on June 16, 2014 (Resolution No. 24835).



www.DiscountSchoolSupply.com
 Accounting Dept. Ph: 800-482-5846 Fax: 800-631-5397
 email: actrec@discountschoolsupply.com
 Customer Service: 800-627-2829 Fax: 800-879-3753
 email: customerservice@discountschoolsupply.com

INVOICE

PLEASE REMIT TO:
 DISCOUNT SCHOOL SUPPLY
 P.O. BOX 6013
 Carol Stream, IL 60197-6013

PLEASE REFER TO YOUR ACCOUNT NO., OUR INVOICE AND ORDER NO. IN ALL COMMUNICATIONS REGARDING THIS INVOICE

YOUR ACCOUNT NO.
 0011010634

SHIP TO (IF OTHER THAN "SOLD TO")

SCOTT BLOEM
 1155 28TH STREET SW
 WYOMING PARKS & RECREATION
 WYOMING, MI 49509

SOLD TO:

CITY OF WYOMING
 PARKS AND RECREATION
 ATTN: SCOTT A/P
 PO BOX 905
 GRAND RAPIDS, MI 49509

1 15
 1 45

ok to pay

2015-00000164
 2014-00000086
 YOUR PURCHASE ORDER NUMBER AND DATE

OUR INV. NO./ORDER NO.	INV. DATE	SHIPPED VIA	DATE SHIPPED
W20546200101	08/05/14	MISC LTL TRUC	08/04/14

Payment Due by: 09/04/14

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
10	10	BTS050	JUMBO RECYCLED STEEL PAPER CLIPS-100 PCS	1.16	11.60
16	16	BTS057	3X3 ASST PSTL POST-IT NOTES 4/50SHT PADS	3.59	57.44
1	1	WATERBOX	EX WATER EXPLORATION KIT	62.99	62.99
5	5	BTS051	NO. 1 RECYCLED STEEL PAPER CLIPS-100PCS	.44	2.20

(C-I1) \$6583.49
 76110.740

PV: \$940.43 / OP: \$1859.00 / NG: \$2109.62
 WK: \$1124.76 / GLECC: \$549.68

(C-I2) \$4909.68

GLAD: \$2410.48 / SEK: \$1391.67
 WG: \$549.68 / GEL: \$549.68

Batch #: 2015-00000454
 Inv #: W20546200101



9/15/14

ORIGINAL	SALES TAX	FOB	SHIPPING & HANDLING	TOTAL DUE
	PA			\$ 11,485.00

We Report to D&B...
 to better serve this credit community.



"Thank you for choosing Discount School Supply"

Remember! You can also pay your invoice by VISA, MasterCard, Discover or American Express. Please see reverse of payment stub.

Important: Please return bottom portion with payment to ensure proper credit.

SOLD TO:

CITY OF WYOMING
 PARKS AND RECREATION
 ATTN: SCOTT A/P
 PO BOX 905
 GRAND RAPIDS, MI 49509

YOUR ACCOUNT NO.
 0011010634

SHIP TO:

SCOTT BLOEM
 1155 28TH STREET SW
 WYOMING PARKS & RECREATION
 WYOMING, MI 49509

OUR INV. NO./ORDER NO.	INV. DATE	SHIPPED VIA	DATE SHIPPED
W20546200101	08/05/14	MISC LTL TRUC	08/04/14

SALES TAX	FOB	SHIPPING & HANDLING	TOTAL DUE
PA			\$ 11,485.00

10 W205462001019 00001148500

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated as per the attached Staff Reports.
3. The demolition of the Buck Creek Nature Trail Boardwalk will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Demolition of Buck Creek Nature Trail Boardwalk	Demolition Contractors, Inc., dba as Pitsch Co.	\$38,000.00
Carbide Under-Scraper Blades	Heights Machinery Inc.	\$231.17/Blade
Surveillance Camera/Recording System	Netech Corporation	\$16,790.00
Lamps & Ballasts	Wesco Distribution, Voss Electric dba Voss Lighting, Batteries Plus and Graybar Electric	Percentage discount as shown on the attached tabulation sheet

2. The City Council does hereby approve the attachment budget amendment which is required for the demolition of the Buck Creek Nature Trail Boardwalk.

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 6, 2014.

ATTACHMENTS:
Budget Amendment
Staff Reports

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

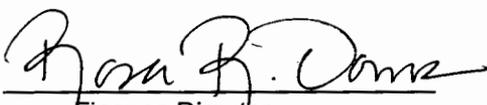
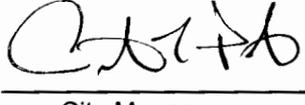
Date: October 6, 2014

Budget Amendment No. 024

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$38,000 of budgetary authority to provide funding for demolition of the Buck Creek Nature Trail Boardwalk as per attached Staff Report.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Parks and Recreation - Parks and Rec Facility - Capital Outlay Buck Creek Nature Preserve 208-752-75600-975.120	\$0	\$38,000		\$38,000
Fund Balance (Fund 208)				\$38,000

Recommended:  Finance Director  City Manager

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

Motion carried: _____ yeas, _____ nays

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

City Clerk

STAFF REPORT

Date: September 29, 2014

Subject: Demolition of Buck Creek Nature Trail Boardwalk

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: Monday, October 6, 2014

Recommendation: Staff recommends the City Council award the demolition of the Buck Creek Nature Trail Boardwalk to low bidder Demolition Contractors, Inc., also known as Pitsch Co., in the amount of \$38,000.

Sustainability Criteria:

Environmental Quality – The Buck Creek Nature Trail boardwalk has been closed since the April 2013 flood. The boardwalk trail took significant damage from the flood and, along with its age, can no longer be considered safe and requires removal.



Economic Strength – We originally bid the work for a spring 2014 removal; however, bids came in very high, some over \$120,000, to remove it so we delayed the project to rebid again for removal this fall and early winter (weather depending). On September 16, 2014, the City received two bids for the demolition of Buck Creek Nature Trail Boardwalk. Thirty-five invitations to bid were sent to prospective bidders and the two bids received are as follows:

Pitsch Company	\$38,000.00
Reynhout Landscape Management, LLC	\$48,584.00

Social Equity – This project protects public health and welfare by removing damaged and dangerous facilities.

Discussion:

The boardwalk has been closed since April 2013. This project includes the removal of approximately 2,125 LF of an existing boardwalk located within the Buck Creek Nature Preserve, 4269 Burlingame Ave SW, Wyoming, Michigan 49519. Originally constructed in 1989 by community volunteers and city staff, the boardwalk lies within the floodplain. Due to flooding and natural exposure to the elements, the boardwalk has reached a level of deterioration and damage which requires its removal.

The project scope includes the disassembly and disposal of the existing boardwalk deck, joists, beams, railings and anchors, handling, removal of the boardwalk components; erosion and sedimentation control measures as may be required by any regulatory agency; all necessary permitting as required, and other incidental work.

Additionally, it is important to note that FEMA, the City of Wyoming Engineering Department and Kent County have all concluded a cost of \$450,000 to \$600,000, to replace the boardwalk. Both the Michigan Municipal Risk Management Authority and FEMA have confirmed that the boardwalk is uninsurable as it is in a flood plain. As such a significant investment is uninsurable it is not our intent to replace the boardwalk upon its removal.

Budget Impact: A budget amendment is attached for your review and approval. Funds from the dedicated Parks and Recreation Operational Millage Fund Balance are required for this project. Expenses shall be applied to account number 208-752-75600-975.120.

STAFF REPORT

DATE: September 3, 2014

SUBJECT: Bid Award, Carbide Under-Scraper Blades

FROM: Ted Seil, Fleet Services Supervisor

Date of Meeting: October 6, 2014

RECOMMENDATION

It is recommended that the City Council award the bid for Carbide Under-Scraper Blades to the lowest qualified bidder, Heights Machinery, Incorporated.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. In order to continue to protect the environment and the public, the Public Works Department recycles the used snow plow blades.

Social Equality

Snow plow services are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's snow plow services.

Economic Strength

The use of carbide under-scraper blades allows the Public Works Department to provide high quality snow plow services. The high quality snow plow service allows the Public Works Department to maintain the City's streets and infrastructure which sustains public and private property values.

DISCUSSION

The Public Works Department maintains approximately 240 miles of streets. A fleet of 18 trucks are used to remove snow and ice from the City's streets. In order to remove the snow, snow plows with replaceable carbide under-scraper blades are attached to the trucks. The carbide under-scraper blades are typically replaced once each year.

On September 2, 2014, the City received four bids for Carbide Under-Scraper Blades. Twenty-nine invitations to bid were sent out and the bids received are as shown below:

	Valk Manufacturing Company	Heights Machinery Inc.	Ironhawk Industrial Distribution LLC	Shults Equipment, Inc.
Bid Price For Each Blade	\$206.00	\$231.17	\$259.32	\$301.79
Total Bid Price for Ninety (90) Blades	\$18,540.00	\$20,805.30	\$23,338.80	\$27,161.10

Bid clarification was requested from the lowest bidder, Valk Manufacturing, and was not received. The second lowest bidder, Heights Machinery from Williamsburg, Michigan meets all requirements.

BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool Fund, Equipment Services, Maintenance Supplies account, 661 441 58200 775.000

STAFF REPORT

DATE: September 25, 2014

SUBJECT: Bid Award, Surveillance Camera/Recording System

FROM: Ted Seil, Fleet Supervisor

Date of Meeting: October 6, 2014

RECOMMENDATION

It is recommended that the City Council award the bid for the Surveillance Camera/Recording System to the lowest bidder, Netch Corporation.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The City's continued use of security cameras will protect the City's property and environment.

Social Equality

Security cameras located around the exterior of Public Works site will provide surveillance for the protection of City property, employees and the public without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the Public Works Department's facility.

Economic Strength

Security cameras allow the Public Works Department to monitor the Public Works site twenty-four hours a day, which deters vandalism, property damage and theft. Security cameras should limit the cost related to replacing or repairing the City's Public Works facilities and equipment.

DISCUSSION

The Public Works Department maintains six structures as well as a yard waste facility on the Public Works site. The exterior of the Public Works structures, and the equipment and material stored outside are not secured. The general public can access the structures, equipment and material at any time of the day or night. The unfettered access renders security cameras necessary. The site is currently monitored by three security cameras. The security cameras are beginning to fail due to age. Because the cameras are beginning to fail, the security cameras need to be replaced.

Over the years, equipment and material has been either stolen or damaged at the Public Works site. In 2005, the site was retrofitted with a card access system and a security camera system. Due to the limitation of funds and cost of security cameras in 2005, only three cameras were installed. The limited number of cameras left significant portions of the site unmonitored and exposed to additional thefts and vandalism. About a year ago, members of the Police Department reviewed the site after a recent theft and determined the security around the site needed to be improved.

The new security camera system is comprised of 12 cameras. The system will be able to monitor the majority of the Public Works site. The system will allow the site to be monitored twenty-four hours a day from computers and smartphones on site and remotely. The system will also retain video for reviewing and identifying past incidents.

On September 2, 2014, the City received nine bids for the Surveillance Camera/Recording System. Netch Corporation submitted the lowest bid of \$16,790.00.

Thirty-six invitations to bid were sent out and the bids received are as shown below.

	Furnish and Install a HD Video Surveillance Camera/Recorder System fully operational and ready for us, as a Turnkey Project for the "Lump Sum" of:				
Netech Corporation	\$16,790.00				
Video TechTronics	\$17,177.00	Alternate Bid:	\$12,681.00		
Modern Fire and Security Systems, Inc.	\$17,990.00	If Owners Contractors Protective Insurance added:	\$20,490.00		
KVO Communications	\$21,360.70	If lift not provided:	\$21,760.70	If Project is not completed until after October (added for Insurance Umbrella):	\$21,860.70
Grand Valley Automation, Inc.	\$21,470.00				
Security Corporation	\$25,109.00	Alternate Bid #1	\$18,230.50	Alternate Bid #2	\$16,483.43
SecurAlarm Systems, Inc.	\$25,832.00				
Riverside Integrated Systems, Inc.	\$28,577.00	Alternate Bid:	\$21,578.00		
Midstate Security Company LLC	\$30,392.00				

BUDGET IMPACT

Sufficient funds have been budgeted for in the Motor Pool Fund, Depreciation Reserves account, 662 441 58500 977.000.

STAFF REPORT

Date: September 23, 2014
Subject: Lamps & Ballasts
From: Kim Oostindie, Director of Human Resources
Meeting Date: October 6, 2014

Recommendation:

It is recommended the City Council award the bid for lamps and ballasts to Wesco Distribution, Voss Electric d/b/a Voss Lighting, Batteries Plus and Graybar Electric in the discounted amounts as shown on the attached tabulation sheets.

Sustainability Criteria:

Environmental Quality – As part of our efforts to continue to make a positive impact on the environment, the City of Wyoming provides a household hazardous waste program located at the Clean Water Plant. The program provides recycling of lamps and ballasts keeping the waste away from the landfills.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Maximizing the energy efficiency of the City's facilities is the most cost-effective and environmentally friendly way to extend energy supplies and manage energy use.

Discussion:

On September 9, 2014, four bids were received in our invitation to bid on lamps and ballasts, ninety-seven invitations to bid were sent to prospective bidders.

The bid specifications requested all bidders to submit a percentage discount for thirty-seven various type of lamps and ballasts as they appear in the manufacturer's current standard public catalog or price list.

Lamps and ballasts are purchased on an as needed basis for the City buildings and parks facilities. As each location uses different products to meet their lighting fixture requirements it is recommended to award the bid to all four bids received; Wesco Distribution, Voss Electric dba Voss Lighting, Batteries Plus and Graybar Electric.

Budget Impact:

Lamps and Ballasts are purchased as needed throughout the year and funds are budgeted in the various departmental accounts. The estimated expenditure during the coming year is expected to total approximately \$29,000.00.

Attachment:
Tabulation Sheet

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

LAMPS AND BALLASTS

Opened By City Clerk On September 9, 2014 At 11:00 a.m. o'clock

All bid prices are firm for one year from date of award of bid. All bid prices are quoted delivered F.O.B. to any building operated by the City of Wyoming including the Water Treatment Plant located in Holland, Michigan. There shall be no minimum quality.

Percentage Discount from Manufacturers Current Catalog Prices:

Manufacturer:	Percentage Discount from Manufacturers Current Catalog Prices:												
	Sylvania	Philips			General Electric	Advance				Other			
Bidder:	Batteries Plus	Wesco Distribution	Voss Electric d/b/a Voss Lighting	Batteries Plus	Graybar Electric Co., Inc.	Wesco Distribution	Voss Electric d/b/a Voss Lighting	Batteries Plus	Graybar Electric Co., Inc.	Voss Electric d/b/a Voss Lighting	Batteries Plus	Graybar Electric Co., Inc.	
2D Fluorescent	20.0%	42.0%	42.0%	20.0%	75.0%				20.0%			30.0%	
Ballasts and Transformers	20.0%			20.0%	70.0%	54.3%	80.0%	20.0%	75.0%			30.0%	
Black Light	20.0%	60.0%	84.5%	20.0%	70.0%			20.0%				30.0%	
Circline Fluorescent	20.0%	81.2%	84.5%	20.0%	72.0%			20.0%				30.0%	
Compact Fluorescent (All)	20.0%	91.4%	58.0%	20.0%	75.0%			20.0%				30.0%	
CFL Dimmable	20.0%	83.1%	82.0%	20.0%	75.0%			20.0%				30.0%	
CFL Floods/Spots	20.0%	92.4%	82.0%	20.0%	75.0%			20.0%				30.0%	
CFL Plug-In	20.0%	86.7%	89.0%	20.0%	75.0%			20.0%				30.0%	
CFL Screw-In	20.0%	94.1%	90.0%	20.0%	75.0%			20.0%				30.0%	
Decorative (All)	20.0%	82.4%	87.4%	20.0%	75.0%			20.0%				30.0%	
Emergency Lighting (All)	20.0%	85.0%		20.0%	75.0%			20.0%				30.0%	
Exit Sign Light Bulbs	20.0%	85.0%	87.4%	20.0%	75.0%			20.0%				30.0%	
Fluorescent T5	20.0%	76.9%	72.0%	20.0%	75.0%			20.0%				30.0%	
Fluorescent T8	20.0%	93.1%	86.0%	20.0%	75.0%			20.0%				30.0%	
Fluorescent T12	20.0%	86.0%	84.5%	20.0%	75.0%			20.0%				30.0%	
Full Spectrum	20.0%	81.2%	84.5%	20.0%	75.0%			20.0%				30.0%	
Halogen (All)	20.0%	83.1%	87.4%	20.0%	75.0%			20.0%				30.0%	
High Pressure Sodium	20.0%	90.9%	87.4%	20.0%	75.0%			20.0%				30.0%	
HPS Ballasts	20.0%			20.0%	70.0%	54.3%	80.0%	20.0%	75.0%			30.0%	
High Voltage Incandescent	20.0%	78.9%	87.4%	20.0%	68.0%			20.0%				30.0%	
Incandescent Light bulbs	20.0%	78.9%	87.4%	20.0%	75.0%			20.0%				30.0%	
LED Lighting	20.0%	85.0%	17.0%	20.0%	70.0%			20.0%				30.0%	
Lenses and Tube guards	20.0%	20.0%	87.4%	20.0%				20.0%		15% Louvers		30.0%	50.0%
Low/Odd Voltage	20.0%		80.0%	20.0%	60.0%			20.0%				30.0%	
Low Pressure Sodium	20.0%	82.2%	87.4%	20.0%	60.0%			20.0%				30.0%	
Mercury Vapor Lamps	20.0%	89.2%		20.0%	75.0%			20.0%				30.0%	
Metal Halide Ballasts	20.0%			20.0%	70.0%	54.3%	80.0%	20.0%	75.0%			30.0%	
Metal Halide Lamps	20.0%	87.8%	87.4%	20.0%	75.0%			20.0%				30.0%	
Miniature Lamps	20.0%	85.0%	58.0%	20.0%	70.0%			20.0%		50% Eiko		30.0%	
Neodymium Light Bulbs	20.0%	40.0%	87.4%	20.0%	50.0%			20.0%				30.0%	
Reflector Floods/Spots	20.0%	90.9%	87.4%	20.0%	75.0%			20.0%				30.0%	
Safety-Coated Light Bulbs	20.0%	79.0%		20.0%	75.0%			20.0%				30.0%	
Sensors and Controls	20.0%	70.0%		20.0%				20.0%		40% Leviton		30.0%	60.0%
Sockets and Lamp Holders	20.0%	70.0%		20.0%				20.0%		40% Leviton		30.0%	60.0%
Socket Extenders/Reducers	20.0%	70.0%		20.0%				20.0%		40% Leviton		30.0%	60.0%
Starters	20.0%	70.0%		20.0%				20.0%		80.0%		30.0%	60.0%
U-Shape Fluorescent	20.0%	87.2%	84.5%	20.0%	75.0%			20.0%				30.0%	
Vossco Light Bulbs													20.0%
Other (Please List)		80.0%											
Magnetic Ballasts		30.0%											
Excluded Lamps													
												Manufacturer Werker, Duracell and Keystone	

MEMORANDUM
City of Wyoming, Michigan

TO : Mayor Poll and City Council Members

FROM: Heidi A. Isakson, City Clerk

DATE: October 1, 2014

RE: Water System Revenue Refunding Bonds
Ordinance No. 20-14

The ordinance you will consider on October 6, 2014, to refund Water System Revenue Bonds includes a provision to authorize the City Manager to execute Letters of Engagement for the bond counsel (Dickinson Wright PLLC) and the financial advisor (Robert W. Baird & Co., Inc.). Copies of these engagement letters are provided for your review, and will be signed by the City Manager after the Ordinance is adopted.

October 1, 2014

Mr. Curtis Holt
City Manager
City of Wyoming, Michigan
1155 28th Street, SW
Wyoming, Michigan 49509-0905

Re: Financial Advisory Services Agreement

Mr. Holt,

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as exclusive financial advisor to the City of Wyoming, Michigan (“you” or the “City”) with respect to the proposed issuance of its approximately \$2,845,000 Water Supply System Revenue Refunding Bonds, Series 2014 (the “Securities”). This Agreement will establish the terms and conditions under which Baird will provide financial advisory services to the City in connection with the proposed issuance (the “Financing”).

1. Financial Advisory Services to be Provided by Baird. The City hereby engages Baird to serve as financial advisor with respect to the Financing, and in such capacity Baird agrees to provide advice as to the structure, timing, terms and other matters regarding the Financing, including the following services, if and as requested by the City:

- Evaluate possible options, vehicles and structures for the Financing
- Advise the City as to the methods and types of Financing that are available and appropriate to the City
- Assist the City in developing and designing the terms and features of the plan of Financing
- Advise the City as to strategies for obtaining the Financing
- Review financial and other information regarding the City, the Financing
- Assist in the preparation and/or review and distribution of documents pertaining to the Financing, including, if applicable, the official statement and/or bid package
- Consult and meet with representatives of the City and others involved with the Financing
- Respond to questions and requests from potential investors and other possible Financing sources
- If applicable, assist in the selection of one or more underwriters for the Financing
- If applicable, arrange and facilitate visits to, and prepare materials for, credit ratings agencies and insurers
- Prepare a closing memorandum or settlement statement for, and otherwise assist with, the closing of the Financing
- Such other usual and customary financial advisory services as may be requested by the City

Under MSRB Rule G-23, Baird will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of the Financing. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board. As financial advisor to the City in connection with the proposed Financing, Baird will have fiduciary duties, including a duty of care and a duty of loyalty. Baird is required to act in the City’s best interests without regard to its own financial and other interests.

2. Fees and Expenses. For its financial advisory services, Baird shall be entitled to a fee (the "Financial Advisory Fee") to be paid by the City in an amount of not-to-exceed \$13,500. The Financial Advisory Fee shall be paid upon completion of the Financing. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because it may give Baird an incentive to recommend to the City a Financing that is unnecessary or to recommend that the size of the transaction be larger than is necessary. In addition to the placement agent fee, the City shall be responsible for paying all other costs of issuance, including without limitation, bond counsel, placement agent's counsel (if any), CUSIP and rating agency fees and expenses, and all other expenses incident to the performance of the City's obligations under the proposed placement.

3. Term and Termination. The term of this engagement shall extend from the date of this Agreement to the closing of the Financing. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party.

4. Limitation of Liability. The City agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the City for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

5. Conflicts. Baird is a full service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the City, certain City officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird has previously served as underwriter, placement agent or financial advisor on other bond offerings and financings for the City and expects to serve in such capacities in the future. Baird may also be engaged from time to time by the City to manage investments for the City (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the City (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such investment and trading activities may involve or relate to the Financing or other assets, securities and/or instruments of the City and/or persons and entities with relationships with the City.

6. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with the Financing and the confidence you have placed in us.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

A handwritten signature in blue ink, appearing to be 'L. Baird', written over a horizontal line.

By: _____
Managing Director

Accepted this ___ day of _____, 20__

CITY OF WYOMING, MICHIGAN

By: _____

Its: City Manager

October 1, 2014

Via Electronic Delivery

City of Wyoming
1155 28th Street SW
Wyoming, Michigan 49509-0905

Ladies and Gentlemen:

We are thankful for the opportunity to serve as bond counsel to the City of Wyoming (the “Issuer”), and we look forward to the opportunity to work with you. The purpose of this letter is to set forth certain matters concerning the services we would perform as bond counsel in connection with the issuance of bonds (the “Bonds”) by the Issuer for the purpose of refunding the Issuer’s Water Supply System Revenue Bonds, Series 2005 (the “Refunding”). We understand that the Bonds are expected to be issued in the estimated principal amount of \$2,855,000. We further understand that the Bonds will be sold to Huntington Public Capital Corporation.

SCOPE OF ENGAGEMENT

In our capacity as bond counsel, we expect to perform the following services:

- (1) Meet with representatives of the Issuer and the Issuer’s consultants with respect to the proposed financing.
- (2) Provide legal advice as to the best method for authorizing, issuing, and delivering the Bonds.
- (3) Analyze the Bonds and the Refunding for compliance with the requirements of the Internal Revenue Code and applicable Michigan law.
- (4) Prepare and review documents necessary or appropriate to the authorization, issuance, and delivery of the Bonds, including, without limitation, the ordinance of the governing body of the Issuer authorizing the issuance of the Bonds and the order of the Issuer approving the sale of the Bonds and all necessary closing documents, and coordinating the authorization and execution of such documents.

City of Wyoming
October 1, 2014
Page 2

(5) Assist the Issuer in seeking from other governmental authorities (including, without limitation, the Michigan Department of Treasury) such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any blue sky filings.

(6) Attend such meetings, conferences, and bond closings as may be required.

(7) Subject to the completion of proceedings to our satisfaction, deliver our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of the interest on the Bonds from gross income for federal and Michigan income tax purposes. Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the “Closing”).

(8) Prepare the closing transcripts for the Bonds.

Our Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice that is primarily financial in nature, such as advice concerning the financial feasibility of the Refunding or the financing, recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Specifically, among other things, our duties under this letter do not include: (a) handling litigation that may arise with respect to the Bonds; (b) preparing requests for tax rulings from the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (c) preparing blue sky or investment surveys with respect to the Bonds; (d) making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds; (e) assisting in the preparation or review of any other disclosure document with respect to the Bonds or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such

City of Wyoming
October 1, 2014
Page 3

document; (f) advice on post-closing tax issues (*e.g.*, our engagement does not include rebate calculations for the Bonds); and (g) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

PROFESSIONAL RESPONSIBILITY

Our firm represents Huntington Public Capital Corporation as bank counsel in its Michigan public lending transactions. By signing this letter, we ask that the City acknowledge our representation of Huntington Public Capital Corporation and consent to our representation of them in this bond issue

FEES

We propose that our fee for performing the services set forth above shall be payable upon the delivery of the Bonds and shall be in an amount \$18,500, which includes our out-of-pocket disbursements for expenses incurred in performing the foregoing services. Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to modify our fee if such facts or expectations significantly change or if the financing experiences any significant delays.

If for any reason the financing represented by the Bonds is not consummated, we will not invoice the Issuer for our fee hereunder, but we will expect to be reimbursed for any client charges and out-of-pocket expenses we have incurred.

In addition, if the Issuer requests us to perform additional services beyond those set forth in paragraphs (1) to (8) above, we propose that such work be charged at hourly rates to be agreed upon by the Issuer and the Firm.

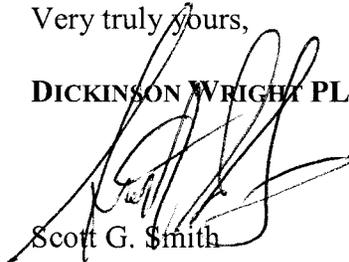
Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bonds. Nevertheless, subsequent to the Closing, we will mail the Internal Revenue Service Form 8038-G, make the required filing with the Michigan Department of Treasury, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

City of Wyoming
October 1, 2014
Page 4

If our employment on this basis is agreeable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

DICKINSON WRIGHT PLLC



Scott G. Smith

ACCEPTED:

CITY OF WYOMING

By: _____

Its: _____

Date: _____, 2014

RAS/jlm
Enclosure

GRAPIDS 57721-14 338462v1

CITY OF WYOMING
(Kent County, Michigan)

Ordinance No. 20-14

Council member _____, supported by Council member _____,
moved adoption of the following Ordinance:

AN ORDINANCE AMENDING AND SUPPLEMENTING CITY ORDINANCES; TO AUTHORIZE THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE REFUNDING BONDS; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES TO PAY COSTS OF OPERATING AND MAINTAINING THE WATER SYSTEM; TO PROVIDE A RESERVE FUND FOR THE REFUNDING BONDS AND OTHER OUTSTANDING WATER SYSTEM BONDS; TO PROVIDE FOR SEGREGATING AND DISTRIBUTING CERTAIN WATER SYSTEM REVENUES; TO PROVIDE FOR RIGHTS OF THE HOLDERS OF THE REFUNDING BONDS AND OUTSTANDING WATER SYSTEM BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATIVE TO THE REFUNDING BONDS AND OUTSTANDING WATER SYSTEM BONDS.

THE CITY OF WYOMING ORDAINS:

Section 1. Definitions. Except when the context clearly indicates otherwise, the following definitions shall apply to terms used in this ordinance. Terms not defined in this section shall have the definitions provided by the Prior Ordinances (defined below).

- (a) "Act 94" means Act 94, Public Acts of Michigan, 133, as amended.
- (b) "Authorized Officer" means the City Manager or the Finance Director of the City or either one of them acting alone.
- (c) "Bondholder" or "Bondholders" means the holder or holders of the Bonds.
- (d) "Bonds" as defined or used in Chapter 31 and the Prior Ordinances shall include the Series 2014 Bonds, the Outstanding Bonds, and any additional Bonds of equal standing hereafter issued.
- (e) "Bonds to be Refunded" means such of the Series 2005 Bonds as the Authorized Officer determines to refund.
- (f) "City" means the City of Wyoming, Kent County, Michigan.
- (g) "Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(h) “Escrow Agreement” means an Escrow Agreement which may be executed between the City and an Escrow Trustee providing for deposit of the proceeds of the Bonds with the Escrow Trustee for the purpose of investment and administration.

(i) “Escrow Fund” means the Escrow Fund established pursuant to the Escrow Agreement for the purpose of paying principal, interest and redemption premiums, if any, on the Bonds to be Refunded being redeemed.

(j) “Escrow Trustee” means a bank, trust company, or other organization designated by the Authorized Officer, and the Escrow Trustee under the Escrow Agreement, to administer the Escrow Fund pursuant to the terms of the Escrow Agreement.

(k) “Government Obligations” means any bonds or other obligations not callable at the option of the City thereof, which as to principal and interest constitute direct obligations of the United States of America, or obligations the principal of and interest on which is fully guaranteed by the United States of America, including U.S. Treasury Trust Receipts, or any other obligations permitted under the terms of the Escrow Agreement.

(l) “Paying Agent” means the paying agent designated and serving pursuant to section 8 of this ordinance.

(m) “Prior Bonds” means the Series 2005 Bonds that remain outstanding, the Series 2005 Refunding Bonds, the Series 2006 Bonds, the Series 2007 Bonds, the Series 2008 Bonds, the Series 2010 Refunding Bonds, the Series 2012 Refunding Bonds, and the Series 2013 Refunding Bonds.

(n) “Prior Ordinances” means Chapter 31 of the City’s Code of Ordinances and City Ordinance Numbers 07-05; 15-05, 29-06; 30-06, 08-07; 10-08, 11-11; and 16-13.

(o) “Purchaser” means Huntington Public Capital Corporation.

(p) “Revenues” and “Net Revenues” mean the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to “Revenues,” the earnings derived from the investment of moneys in the various funds and accounts established by the Prior Ordinances and this Ordinance.

(q) “Sale Order” shall mean an order signed by the Authorized Officer with respect to the Series 2014 Bonds.

(r) “Series 2005 Refunding Bonds” means the City’s Water Supply System Revenue Refunding Bonds, Series 2005, dated June 7, 2005.

(s) “Series 2005 Bonds” means the City’s Water Supply System Revenue Bonds, Series 2005, dated November 1, 2005.

(t) “Series 2006 Bonds” means the City’s Water Supply System Revenue Bonds, Series 2006, dated December 1, 2006.

(u) “Series 2007 Bonds” means the City’s Water Supply System Revenue Bonds, Series 2007, dated March 1, 2008.

(v) “Series 2008 Bonds” means the City’s Water Supply System Revenue Bonds , Series 2008, dated August 7, 2008.

(w) “Series 2010 Refunding Bonds” means the City’s Water Supply System Revenue Refunding Bonds, Series 2010, dated September 30, 2010.

(x) “Series 2012 Refunding Bonds” means the City’s Water Supply System Revenue Refunding Bonds, Series 2012, dated April 16, 2012.

(y) “Series 2013 Refunding Bonds,” means the City’s Water Supply System Revenue Refunding Bonds, Series 2013, dated September 17, 2013.

(z) “Series 2014 Bonds” means the City’s Water Supply System Revenue Refunding Bonds, Series 2014, issued pursuant to this ordinance.

(aa) “Water System” or “System” means the entire water supply system owned and operated by the City as defined in the Prior Ordinances.

Section 2. Necessity, Public Purpose. It is determined to be necessary for the public health, safety, and welfare of the City to refund the Bonds to be Refunded.

Section 3. Issuance of Bonds. Bonds of the City designated Water Supply System Revenue Refunding Bonds, Series 2014, are authorized to be issued in the aggregate principal amount of not to exceed \$3,000,000, as finally determined by the Authorized Officer in the Sale Order, for the purpose of refunding the Bonds to be Refunded as determined by the Authorized Officer and to pay the legal and financial expenses and all other expenses incidental to the issuance of the Series 2014 Bonds. Any remaining costs of the refunding shall be paid from such funds of the System as shall be determined by the Authorized Officer.

Section 4. Period of Usefulness. The estimated remaining period of usefulness of the improvements financed by the Series 2005 Bonds is determined to be in excess of 11 years.

Section 5. Bond Terms. The Series 2014 Bonds shall be issued in fully registered form as to both principal and interest, in minimum denominations of \$100,000 or any multiple of 1,000 above that amount. The Bonds shall be numbered consecutively in the order of their registration, shall be dated the date of delivery or such other date as determined by the Authorized Officer in the Sale Order, and shall mature serially or as term bonds subject to mandatory redemption as determined in the Sale Order. The Series 2014 Bonds shall bear interest at a rate or rates not exceeding 3.0% per annum, payable semiannually on the dates and at the rates determined in the Sale Order. The Series 2014 Bonds may be offered at a discount or a premium as determined in the Sale Order.

Section 6. Payment of Bonds; Pledge of Net Revenues. Principal of and interest on the Series 2014 Bonds shall be payable in lawful money of the United States to the person appearing on the Series 2014 Bond registration books as the registered owner thereof. Payment

of principal of the Series 2014 Bonds shall be made at the principal office of the Paying Agent. Payment of interest on the Series 2014 Bonds shall be paid to the registered owner at the address as it appears on the registration books as of the determination date. Initially, the determination date shall be the date as of the 15th day of the month prior to the payment date for each interest payment; however, the determination date may be changed by the City to conform to market practice.

The principal of and interest on the Series 2014 Bonds, as Additional Bonds authorized by Prior Ordinances, shall be payable solely from the Net Revenues of the System and the Net Revenues of the System are pledged to the payment of the principal of and interest on the Series 2014 Bonds. To secure the payment of the principal of and interest on the Series 2014 Bonds, there is created a statutory lien to and in favor of the Bondholders upon the Net Revenues of the System. The statutory lien on the Net Revenues securing the Series 2014 Bonds shall be a first lien of equal standing and priority with respect to the lien on the Net Revenues of the System securing such of the Prior Bonds as remain outstanding. The Net Revenues so pledged shall be and remain subject to such lien until the payment in full of the principal of and interest on the Bonds or until the Bonds are defeased.

The Series 2014 Bonds, including both principal and interest thereon, shall not be a general obligation of the City and shall not constitute an indebtedness of the City for the purpose of any debt limitations imposed by any constitutional or statutory provisions.

Section 7. Prior Redemption.

(a) Mandatory Redemption. Principal designated as a term bond maturity in the Sale Order shall be subject to mandatory redemption, in whole or in part, by lot, at par plus accrued interest, on the redemption dates and in the amounts provided in the Sale Order. When term bonds are purchased by the City and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term bonds affected shall be reduced by the principal amount of the Series 2014 Bonds so redeemed in the order determined by the City.

(b) Optional Redemption. The Series 2014 Bonds shall be subject to optional redemption prior to maturity as provided in the Sale Order.

(c) Notice of Redemption. Notice of redemption of Series 2014 Bonds shall be given by mail to the Registered Owners of the Series 2014 Bonds to be redeemed not less than 30 days prior to the date fixed for redemption, addressed to the Registered Owner at the registered address shown on the registration books of the City maintained by the Paying Agent. Series 2014 Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem the same.

Section 8. Paying Agent and Registration.

(a) Appointment of Paying Agent. From time to time, the City shall designate and appoint a Paying Agent, which may also act as transfer agent and bond registrar. The initial Paying Agent shall be designated by the Authorized Officer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not

less than 60 days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of Series 2014 Bonds.

(b) Registration and Transfer. Series 2014 Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or his legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in denominations of \$100,000 or any multiple of \$1,000 above that amount, in the same aggregate principal amount as the Bond submitted for transfer. No transfer of Series 2014 Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Series 2014 Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond to the extent of such payment. No Series 2014 Bond shall be transferred less than 15 days prior to an interest payment date nor after the Series 2014 Bond has been called for redemption.

Section 9. Bond Form. The Series 2014 Bonds shall be substantially in the form attached as Exhibit A, which is incorporated by reference, with such completions, changes, and additions as may be recommended by the City's bond counsel and approved by the officers of the City signing the Series 2014 Bonds.

Section 10. Sale of Bonds. The City has received an offer to purchase the Series 2014 Bonds from the Purchaser. The Authorized Officer is authorized to negotiate the sale of the Series 2014 Bonds to the Purchaser according to the terms of the Purchaser's offer, as it may be amended with the agreement of the Authorized Officer within the parameters of this Ordinance. The City determines that a negotiated sale is in the best interest of the City, because it provides the most flexibility in structuring the sale of the Series 2014 Bonds and in responding to market conditions.

Section 11. Authorized Officer. The Authorized Officer is designated, for and on behalf of the City, to do all acts and to take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2014 Bonds. Notwithstanding any other provision of this Ordinance, the Authorized Officer is authorized within the limitations of this Ordinance to determine the specific interest rate or rates to be borne by the Series 2014 Bonds, the principal amount, denominations, interest payment dates, dates of maturities, and amount of maturities, the amount of good faith deposit, if any, optional and mandatory redemption rights, term bond options, the title of the Series 2014 Bonds, date of issuance, and other terms and conditions relating to the Series 2014 Bonds and the sale thereof. The Authorized Officer's approval of the terms shall be evidenced by his or her signature on the document or agreement stating such terms. The Authorized Officer is authorized for and on behalf of the City, without further City Council approval, to do all acts and take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2014 Bonds.

The Authorized Officer, the Clerk, and the Treasurer, or any one or more of them, are authorized to execute any orders, receipts, agreements, pledge agreements, escrow agreements,

bond purchase agreements, documents or certificates necessary to complete the transaction, including, but not limited to, any issuer's certificate, any certificates relating to federal or state securities laws, rules or regulations, and any applications to the Michigan Department of Treasury, including, but not limited to, the Application for State Treasurer's Approval to Issue Long-Term Securities. The Authorized Officer is authorized to select and retain on behalf of the City such professional services as the Authorized Officer deems necessary for the Series 2014 Bonds, including, but not limited to, a verification agent and an escrow trustee.

Section 12. Execution of Bonds. The Mayor or the Mayor Pro Tem and the Clerk or the Deputy Clerk of the City are authorized and directed to sign the Series 2014 Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Series 2014 Bonds shall be delivered by the City Treasurer to the purchaser of the Series 2014 Bonds.

Section 13. Use of Bond Proceeds.

(a) Refunding Proceeds. A portion of the proceeds of the Series 2014 Bonds designated by the Authorized Officer to be used to refund the Bonds to be Refunded, together with any monies transferred by the City from the debt retirement funds and bond reserve account for the Bonds to be Refunded and any other funds made available by the City, all as determined by the Authorized Officer, shall be deposited in the Escrow Fund, to be used pursuant to the terms of the Escrow Agreement to pay principal of and interest on the Bonds to be Refunded, being called for redemption.

The Escrow Fund shall be held in trust by the Escrow Trustee pursuant to the Escrow Agreement, which agreement shall irrevocably direct the Escrow Trustee to take all necessary steps to call for redemption the Bonds to be Refunded, including publication and mailing of redemption notices, on the first call date on which the Bonds to be Refunded may be called for full redemption. The proceeds of the Series 2014 Bonds to be deposited in the Escrow Fund shall be invested in deposits of cash and/or Government Obligations. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal, interest and redemption premiums on the Bonds to be Refunded being redeemed as they become due at their maturity or at the call for redemption required by this section.

The Authorized Officer is authorized to select the Escrow Agent, to approve and execute an Escrow Agreement, to determine which Series 2005 Bonds to refund and to take all other actions or sign any other documents, agreements, or certificates necessary to complete the refunding of the Bonds to be Refunded.

(b) Cost of Issuance Fund. The balance of the proceeds of the sale of the Series 2014 Bonds shall be deposited into a fund to be designated "2014 Refunding Bonds Cost of Issuance Fund" to be used to pay legal, financing, or other expenses incidental to the issuance of the Series 2014 Bonds. Any amounts remaining after the payment of the costs of issuance shall be transferred to the Redemption Fund.

Section 14. Bondholders' Rights; Receiver. The Bondholders representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then

outstanding, may, by suit, action, mandamus, or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus, or other proceedings, enforce and compel performance of all duties of the officers of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the City and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the City more particularly set forth herein and in Act 94.

The Bondholders shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the security therefor.

Section 15. No Free Service or Use. No free service or use of the System, or service or use of the System at less than the reasonable cost and value thereof, shall be furnished by the System to any person, firm, or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 16. Fixing and Revising Rates. The rates presently in effect in the City are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal and interest on the Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures, and funds for the System required by law and this Ordinance. The rates shall be reviewed not less than once a year and shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 17. Bond Reserve Fund. The Reserve Account in the Bond and Interest Redemption Fund, as established by the Prior Ordinances, shall be adjusted in such amounts so that upon issuance of the Series 2014 Bonds, the Bond Reserve Account shall total a sum equal to the lesser of (a) the maximum annual principal and interest requirements on the Bonds outstanding after issuance of the additional Bonds; (b) 125% of the average annual debt service on the Bonds after issuance of the additional Bonds; or (c) an amount equal to 10% of the principal amount of the Bonds. In the event that the amount in said Reserve Account is greater than such largest annual debt service requirement, such excess amount shall be transferred to the Bond and Interest Redemption Fund described herein. If it is necessary to increase the amount in the Bond Reserve Account, the City shall deposit a sum from the moneys on hand in the System prior to or concurrently with the delivery of the Series 2014 Bonds so that the Bond Reserve Account is fully funded as of the delivery of the Series 2014 Bonds.

Section 18. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the Series 2014 Bonds, shall be deposited in trust, this ordinance shall be defeased and the owners of the Series 2014 Bonds shall have no further rights under this ordinance except to receive payment of the principal of, premium, if any, and interest on the Series 2014 Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Series 2014 Bonds as provided herein.

Section 19. Contract with Bondholders. This ordinance shall constitute a contract between the City and the Bondholders from time to time, and after the issuance of any of such Series 2014 Bonds, no change, variation, or alteration of the provisions of this ordinance may be made that would lessen the security for such Series 2014 Bonds. The provisions of this ordinance shall be enforceable by appropriate proceedings taken by such Bondholder, either at law or in equity.

Section 20. Bonds Mutilated, Lost, or Destroyed. If any Bond shall become mutilated, the City, at the expense of the Bondholder, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Paying Agent and, if this evidence is satisfactory to both the City and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the City, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

Section 21. Tax Covenant. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series 2014 Bonds from gross income for federal income tax purposes under the Code, including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Series 2014 Bond proceeds and moneys deemed to be Series 2014 Bond proceeds.

Section 22. Qualified Tax-Exempt Obligation. The City reasonably anticipates that the amount of qualified tax-exempt obligations that will be issued by the City and the City and all subordinate entities during the calendar year 2014 shall not exceed \$10,000,000. The City hereby designates the Series 2014 Bonds in their total principal amount as “qualified tax-exempt obligations” for purposes of Code Section 265(b)(3)(B).

Section 23. Bond Counsel. Dickinson Wright PLLC, Grand Rapids, Michigan, is appointed to act as bond counsel for the Series 2014 Bonds. The City acknowledges that Dickinson Wright PLLC represents the Purchaser as Bank Counsel in public finance matters and

consents to Dickinson Wright PLLC's representation of the purchaser in this capacity with respect to the Bonds.

Section 24. Financial Advisor. Robert W. Baird & Co., Inc., is appointed to act as financial advisor for the Series 2014 Bonds.

Section 25. Subject to Prior Ordinances. Except to the extent supplemented or otherwise provided in this ordinance, all of the provisions and covenants provided in the Prior Ordinances shall apply to the Series 2014 Bonds.

Section 26. Publication and Recordation. This ordinance shall be published once in full in a newspaper of general circulation in the City qualified under state law to publish legal notices, and the same shall be recorded in the records of the City and such recording authenticated by the signatures of the Mayor or Mayor Pro Tem and the City Clerk.

Section 27. Ordinance Subject to Michigan Law. The provisions of this ordinance are subject to the laws of the State of Michigan.

Section 28. Section Headings. The section headings in this ordinance are for convenience of reference only and are not a part of this ordinance.

Section 29. Severability. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 30. Effective Date. Pursuant to Section 6 of Act 94, this ordinance shall be approved on the date of first reading and this ordinance shall be effective immediately upon its adoption.

YEAS: Council Members _____

NAYS: Council Members _____

ABSTAIN: Council Members _____

ABSENT: Council Members _____

ORDINANCE DECLARED ADOPTED.

Jack Poll, Mayor

Heidi Isakson, Clerk

CERTIFICATION

As the duly qualified and acting Clerk of the City of Wyoming, Michigan I certify that this is a true and complete copy of an ordinance adopted by the City Council at a meeting held on October 6, 2014, and that notice of that meeting complied with Act 267, Public Acts of Michigan, 1976, as amended.

October 6, 2014

Heidi Isakson, Clerk

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF KENT
CITY OF WYOMING
WATER SUPPLY SYSTEM REVENUE
REFUNDING BONDS, SERIES 2014**

Interest Rate Maturity Date Date of Original Issue CUSIP

Registered Owner: Huntington Public Capital Corporation

Principal Amount: _____ Dollars (\$_____)

The City of Wyoming, Kent County, Michigan (the "City"), acknowledges it is indebted and, for value received, promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the Water Supply System of the City (the "System"), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the "Net Revenues"), the Principal Amount specified above, unless prepaid prior thereto as hereinafter provided, in lawful money of the United States of America, on the Date of Maturity specified above with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, at the Interest Rate per annum specified above, first payable on _____ 1, 20__, and semiannually thereafter on the first day of _____ and _____ of each year, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

This Bond is the total authorized issue of bonds issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and Chapter 31 of the City's Code of Ordinances and City Ordinance Numbers 07-05; 15-05, 29-06; 30-06, 08-07; 10-08, 11-11; 16-13 and _____ (the "Ordinance"), for the purpose of paying the costs of refunding the City's Water Supply System Revenue Bonds, Series 2005, which were issued to pay the cost of acquiring and constructing improvements to the System. This Bond is a self-liquidating Bond, and is not a general obligation of the City within any constitutional or statutory limitation, but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

The City hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest upon all such Bonds as and when the same become due and payable, to maintain a bond and interest redemption fund, a bond reserve account and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance. The Bonds of this series shall have equal standing with the City's Water Supply System Revenue Refunding Bonds, Series 2005; Water Supply System Revenue Bonds, Series 2005; Water Supply System Revenue Bonds, Series 2006; Water Supply System Revenue Bonds, Series 2007; Water Supply System Revenue Bonds, Series 2008; Water Supply System Revenue Refunding Bonds, Series 2010; Water Supply System Revenue Refunding Bonds, Series 2012; Water Supply System Revenue Refunding Bonds, Series 2013. For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or subordinate standing may hereafter be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Ordinance.

The Treasurer shall act as initial paying agent, bond registrar, and transfer agent (the "Paying Agent"). The City may hereafter designate an alternate Paying Agent by notice mailed to the Registered Owner not less than 60 days prior to the next interest payment date. Interest on this Bond is payable to the Registered Owner of record as of the 15th day of the month preceding the payment date as shown on the registration books of the City maintained by the Paying Agent by check, draft, preauthorized debit, or electronic transfer or such other manner of payment acceptable to the Registered Owner.

The Bond is subject to mandatory redemption prior to maturity in part, by lot, on each _____, at the par value thereof plus accrued interest to the redemption date as follows:

Redemption Date

Principal Amount

Portions of the Bond which are redeemed in a manner other than by mandatory redemption, shall reduce the principal amount of the Bond subject to mandatory redemption by the amount of the Bond so redeemed, in the order determined by the City.

Portions of the Bond subject to mandatory redemption on or before _____, _____, shall not be subject to optional redemption prior to maturity. Portions of the Bond subject to mandatory redemption on or after _____, _____, are subject to redemption prior to maturity as a whole or in part, at the option of the City, in such order as the City shall determine, on any dates, on or after _____, _____. Portions of the Bond called for redemption shall be redeemed at the par value thereof and accrued interest to the date of redemption, plus a premium expressed as a percentage of the principal amount redeemed as follows:

_____ % of the principal amount of the portion of the Bond called for redemption on or after _____, but prior to _____; and

_____ % of the principal amount of the portion of the Bond called for redemption on or after _____, but prior to _____; and

No premium shall be paid on portions of the Bond called for redemption on or after _____.

Notice of the call of the Bond for redemption shall be given by first class mail not less than 30 days prior to the date fixed for redemption, to the Registered Owner at the registered address. Portions of the Bond called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem such portion of the Bond. The Bond shall be called for redemption in multiples of \$1,000.

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon, and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and at his sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

The City has designated the Bond as “qualified tax exempt obligation” for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the City including this Bond, does not exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Wyoming, Kent County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and its Clerk, all as of the ____ day of _____, 2014.

Jack Poll, Mayor

Heidi Isakson, Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is the City of Wyoming \$ _____ Water Supply System Revenue Refunding Bonds, Series 2014, and has been registered in the name of the Registered Owner designated on the face thereof in the bond register maintained for the City.

As Paying Agent/Bond Registrar/Transfer Agent

Authentication Date: _____, 2014

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signed: _____

In the presence of: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his City to act must accompany the bond.

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed: _____