

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 18, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Matt Yonker, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of May 4, 2015, the Committee of the Whole Meeting of May 11, 2015 and the Work Session of May 11, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Summer Event Lineup by the Community Enrichment Commission
 - 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**
 - a) Budget Amendment No. 52 – To Appropriate \$263,150 of Budgetary Authority to Provide Additional Funding for Winter Maintenance Personnel and Motor Pool Costs and Waste Disposal
 - b) Budget Amendment No. 53 – To Appropriate \$609,620 of Budgetary Authority to Provide Additional Funding for Multiple Departments and Recognize Additional Revenue Received of \$550,000
- 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 Elizabeth Rosario as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
 - b) To Set a Public Hearing to Adopt Amendments to the City of Wyoming Recreation Plan, 2013 Through 2017 (June 1, 2015 at 7:01 p.m.)
 - c) To Set a Public Hearing to Amend Industrial Development District 231 for Jasper Weller, LLC in the City of Wyoming (June 1, 2015 at 7:02 p.m.)
 - d) To Set a Public Hearing Regarding the Edward Byrne Memorial Justice Assistance Grant (June 1, 2015 at 7:03 p.m.)

15) Resolutions

- e) Of Appreciation to Blair Dykhouse for His Service as a Member of the Zoning Board of Appeals Commission for the City of Wyoming
- f) General Appropriations Act: A Resolution to Adopt the Budget for the City of Wyoming for the Fiscal Year Ending June 30, 2016 and to Provide for the Amount to be Raised by Property Taxes
- g) To Approve the 2015-2016 Budget for the Wyoming Downtown Development Authority
- h) To Approve the Grand Valley Biosolids Authority (GVRBA) Amended Budget for Fiscal Year 2015
- i) To Approve the Grand Valley Regional Biosolids Authority (GVRBA) Budget for Fiscal Year 2016
- j) To Approve the 2015-2023 Street and Utility Capital Improvement Program
- k) To Amend a Portion of the City of Wyoming Fee Schedule
- l) To Authorize the City Manager to Execute an Employment Agreement with the Deputy Director of Fire Services and an Associated Letter of Understanding with the City of East Grand Rapids
- m) To Authorize the Mayor and City Clerk to Execute an Employment Contract between the Police Officers Labor Council Wyoming Command Division and the City of Wyoming
- n) To Amend the Employment Contract between the City of Wyoming and the Wyoming City Employees Union and the Employment Contract between the City of Wyoming and the Wyoming Administrative and Supervisory Association and the Amendments of the Associated Classification and Salary Schedules
- o) To Authorize the Mayor and City Clerk to Execute an Agreement with Habitat for Humanity of Kent County
- p) To Authorize the Mayor and City Clerk to Execute an Agreement for Specific Home Repair Services
- q) To Authorize the Mayor and City Clerk To Execute an Agreement with Compassion This Way, Inc. to Provide Public Services within the Taft Avenue Neighborhood – A Wyoming Community Development Block Grant Initiative
- r) To Authorize the Mayor and City Clerk to Execute an Agreement between the City of Wyoming and the Heart of West Michigan United Way for Administration of the Kent County/Grand Rapids/Wyoming Regions Continuum of Care
- s) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan for Fiscal Year 2015-2016
- t) To Authorize the Mayor and City Clerk to Enter into an Agreement with the City of Grand Rapids to Perform Subrecipient Monitoring Services on Behalf of the City of Wyoming
- u) To Authorize the Mayor and City Clerk to Enter into an Agreement with the County of Kent to Perform Subrecipient Monitoring Services on Behalf of the City of Wyoming
- v) To Authorize the Mayor and City Clerk to Enter into a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. (AAAWM) in Support of Older Adult Transportation and to Authorize the Related Budget Amendment (Budget Amendment No. 51)

- w) To Approve a Settlement Agreement with Michigan Bell Telephone Company (AT&T Michigan) and the City of Wyoming
- x) To Consider an Application from Lindo Mexico Restaurant, Inc. (d/b/a Lindo Mexico) for a New Class C Licensed Business to be Located at 1742 Twenty Eighth Street SW, Wyoming 49509, Kent County, Michigan
- y) To Correct the Special Assessment Roll 15-793 for the Division Avenue Sidewalk between 54th Street and 60th Street

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

- z) To Authorize the Mayor and City Clerk to Execute an Agreement with URS Corporation Great Lakes for the 54th Street Corridor Study from Clyde Park Avenue to Division Avenue (Budget Amendment No. 54)
- aa) To Concur with the Award of Bid by the Michigan Department of Transportation for the Milling and Resurfacing of Roger B. Chaffee from 32nd Street to 44th Street (Budget Amendment No. 55)
- bb) To Amend the Purchase of Traffic Signal Equipment from Carrier & Gable, Inc.
- cc) To Concur with the Purchase and to Authorize Payment for Handgun Mounted Flashlights
- dd) To Approve the Purchase of Additional Equipment for Two Fire Vehicles
- ee) To Authorize the Purchase of Aluminum Sulfate (Alum) and Hydrofluosilicic Acid (Fluoride)
- ff) To Authorize the Purchase of Office Supplies, Paper and Toner
- gg) For Award of Bid
 - 1. Nuts & Bolts

17) Ordinances

- 4-15 To Add Article VI to Chapter 30 of the Code of the City of Wyoming Entitled "Water Well Restriction" (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: May 18, 2015

Budget Amendment No. 052

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$263,150 of budgetary authority to provide additional funding for winter maintenance personnel and motor pool costs and waste disposal.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Local Streets Fund</u>				
Public Works - Winter Maintenance - Salaries 203-441-47800-706.000	\$50,800	\$15,000		\$65,800
Public Works - Winter Maintenance - Overtime Salaries 203-441-47800-708.000	\$29,200	\$15,000		\$44,200
Public Works - Winter Maintenance - FICA 203-441-47800-715.000	\$6,140	\$2,300		\$8,440
Public Works - Winter Maintenance - Hospitalization Insurance 203-441-47800-716.000	\$940	\$100		\$1,040
Public Works - Winter Maintenance - Life Insurance 203-441-47800-717.000	\$70	\$20		\$90
Public Works - Winter Maintenance - Pension 203-441-47800-718.000	\$25,670	\$9,630		\$35,300
Public Works - Winter Maintenance - Workers Comp Insurance 203-441-47800-719.000	\$2,370	\$840		\$3,210
Public Works - Winter Maintenance - Liability Insurance 203-441-47800-910.000	\$860	\$260		\$1,120
Public Works - Winter Maintenance - Motor Pool Equipment Rental 203-441-47800-947.100	\$41,400	\$40,000		\$81,400
Public Works - Winter Maintenance - Motor Pool Equipment Maintenance 203-441-47800-947.200	\$49,100	\$65,000		\$114,100
Public Works - Winter Maintenance - Motor Pool Equipment - Fuel 203-441-47800-947.300	\$15,600	\$15,000		\$30,600
Fund Balance (203)		\$ -	\$ 163,150	
<u>Solid Waste Disposal Fund</u>				
Public Works - Yard Waste Disposal - Other Services 230-441-44300-956.000	\$210,300	\$100,000		\$310,300
Fund Balance (230)		\$ -	\$ 100,000	

Recommended: Kate Balfox
Accountant

Hud A Inc
Dep 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

CITY OF WYOMING BUDGET AMENDMENT

Date: May 18, 2015

Budget Amendment No. 053

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$609,620 of budgetary authority to provide additional funding for multiple departments and recognize additional revenue received of \$550,000.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
General Fund				
District Court - Building - Repairs and Maintenance 101-136-13610-930.000	\$48,000	\$63,000		\$111,000
District Court - Building - Capital Outlay 101-136-13610-975.000	\$0	\$6,000		\$6,000
Information Technology - Information Technology - Salaries 101-258-25800-706.000	\$726,070		\$29,000	\$697,070
Information Technology - Information Technology - Hospitalization Insurance 101-258-25800-716.000	\$126,930		\$6,000	\$120,930
Information Technology - Information Technology - Pension 101-258-25800-718.000	\$217,570		\$6,000	\$211,570
City Manager - City Manager - Hospitalization Insurance 101-172-17200-716.000	\$80,680	\$7,900		\$88,580
City Manager - City Manager - Accrued Sick Pay 101-172-17200-725.000	\$0	\$27,370		\$27,370
City Manager - City Manager - Printing & Advertising 101-172-17200-900.000	\$20,430	\$20,000		\$40,430
Finance - Accounting - Salaries 101-201-20100-706.000	\$471,620		\$20,000	\$451,620
Finance - Accounting - Hospitalization Insurance 101-201-20100-716.000	\$67,010		\$15,000	\$52,010
Finance - Accounting - Pension 101-201-20100-718.000	\$120,860		\$10,000	\$110,860
Finance - Accounting - Travel and Training 101-201-20100-860.000	\$33,530		\$15,000	\$18,530
Finance - Finance-Computer Acquisition - Capital Outlay Computer System 101-201-20110-973.056	\$15,000		\$11,670	\$3,330
CATV Fees Revenue 101-452.000	\$1,000,000	\$50,000		\$1,050,000
Finance - Cable TV Commission - Other Services 101-201-73200-956.000	\$470,000	\$50,000		\$520,000
City Clerk - City Clerk - Hospitalization Insurance 101-215-21500-716.000	\$75,620	\$18,850		\$94,470
Facilities - Facilities Maintenance - Salaries 101-267-26700-706.000	\$68,120	\$16,000		\$84,120
Facilities - Facilities Maintenance - FICA 101-267-26700-715.000	\$5,780	\$1,230		\$7,010

Facilities - Facilities Maintenance - Hospitalization			
101-267-26700-716.000	\$18,440	\$1,830	\$20,270
Facilities - Facilities Maintenance - Life Insurance			
101-267-26700-717.000	\$90	\$30	\$120
Facilities - Facilities Maintenance - Pension			
101-267-26700-718.000	\$22,610	\$5,140	\$27,750
Facilities - Facilities Maintenance - Workers Comp Insurance			
101-267-26700-719.000	\$1,580	\$410	\$1,990
Facilities - Facilities Maintenance - Liability Insurance			
101-267-26700-910.000	\$1,180	\$270	\$1,450
Police - Records Management - Salaries			
101-305-30700-706.000	\$181,830	\$23,440	\$205,270
Police - Records Management - FICA			
101-305-30700-715.000	\$15,380	\$1,080	\$16,460
Police - Records Management - Hospitalization			
101-305-30700-716.000	\$39,670	\$14,490	\$54,160
Police - Records Management - Pension			
101-305-30700-718.000	\$46,990	\$870	\$47,860
Fire - Fighting - Uniform OT Salaries			
101-337-33900-709.000	\$264,470	\$60,000	\$324,470
Fire - Fighting - Motor Pool Rental Equipment Maintenance			
101-337-33900-947.200	\$147,000	\$50,500	\$197,500
Fire - Fighting - Capital Outlay Vehicles			
101-337-33900-985.000	\$9,700	\$74,600	\$84,300
Fire - Fighting-Dual Empl Reserves - Salaries			
101-337-33901-706.000	\$40,630	\$54,200	\$94,830
Fire - Fighting-Dual Empl Reserves - OT			
101-337-33901-708.000	\$41,600	\$4,800	\$46,400
Public Works - Street Lighting - Repairs and Maintenance			
101-441-44800-930.000	\$80,000	\$40,000	\$40,000
State Grants EVIP (Econ Vitality Incentive)			
101-574.100	\$0	\$400,000	\$400,000
Interest on Investments			
101-664.000	\$0	\$100,000	\$100,000
	Fund Balance (101)	\$ 200,660	
Library Fund			
Facilities - Facilities Maintenance - Salaries			
271-267-26700-706.000	\$47,330	\$8,000	\$55,330
Facilities - Facilities Maintenance - FICA			
271-267-26700-715.000	\$3,930	\$620	\$4,550
Facilities - Facilities Maintenance - Hospitalization			
271-267-26700-716.000	\$15,720	\$2,110	\$17,830
Facilities - Facilities Maintenance - Life Insurance			
271-267-26700-717.000	\$70	\$20	\$90
Facilities - Facilities Maintenance - Pension			
271-267-26700-718.000	\$15,000	\$2,570	\$17,570

Facilities - Facilities Maintenance - Workers Comp Insurance			
271-267-26700-719.000	\$1,080	\$210	\$1,290
Facilities - Facilities Maintenance - Liability Insurance			
271-267-26700-910.000	\$820	\$140	\$960
Fund Balance (271)		\$ -	\$ 13,670
Debt Service Fund			
Finance - S/A Bonds - Interest on 2005 Bonds			
301-201-92300-995.105	\$151,900	\$17,850	\$169,750
Fund Balance (301)		\$ -	\$ 17,850
Sewer Fund			
Wastewater Utility - Revenue Bonds - Professional Services Bond Issuance Costs			
590-590-92500-801.112	\$0	\$131,800	\$131,800
Working Capital (590)		\$ -	\$ 131,800
Water Fund			
Water Utility - Revenue Bonds - Professional Services Bond Issuance Costs			
591-591-92500-801.112	\$0	\$39,710	\$39,710
Water Utility - Kent DPW Bonds			
591-591-57100-995.905	\$33,400	\$4,100	\$37,500
Working Capital (591)		\$ -	\$ 43,810
Insurance Fund			
General Government - Employee Hospital Ins - Administration Expense Affordable Care Act Expenses			
677-000-85200-911.266	\$0	\$53,150	\$53,150
Fund Balance (677)		\$ -	\$ 53,150

Recommended: *Kate Barrett*
Accountant

Heidi A. Inel
Dep 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

RESOLUTION NO. _____

RESOLUTION TO APPOINT ELIZABETH ROSARIO AS A MEMBER
OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. Elizabeth Rosario has submitted an application requesting appointment to the Greater Wyoming Community Resource Alliance for the City of Wyoming.
2. A vacancy exists in a term ending January 1, 2018.
3. City Council wishes to appoint Elizabeth Rosario as a member of the Greater Wyoming Community Resource Alliance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Elizabeth Rosario as a member of the Greater Wyoming Community Resource Alliance for the term ending January 1, 2018.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO ADOPT AMENDMENTS TO THE CITY
OF WYOMING RECREATION PLAN, 2013 THROUGH 2017

WHEREAS:

1. The Michigan Department of Natural Resources (DNR) requires that, as a prerequisite to qualifying for DNR recreation development grants, communities must have an adopted five-year recreation plan, incorporating the requested projects.
2. A plan amendment is necessary to incorporate the Ideal Park master development plan, adopted by the Wyoming City Council on February 16, 2015, which was necessary to address the significant loss of recreation facilities, trees and other park features due to a tornado in July 2014.
3. The DNR requires that the City of Wyoming hold a public hearing on the adoption of amendments to the recreation plan.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to adopt amendments to the City of Wyoming Recreation Plan, 2013-2017, shall be held at 7:01 p.m. on June 1, 2015 in the City Council Chambers, City Hall, 1155 – 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be published in a newspaper of general circulation in the City 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 at regular session held on May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING
TO AMEND INDUSTRIAL DEVELOPMENT DISTRICT 231 FOR
JASPER WELLER, LLC IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to amend Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. The City Council established Industrial Development District 231 located at 1500 Gezon Parkway SW, Wyoming, Michigan, on May 24, 1999 with resolution number 19082.
3. Jasper Weller, LLC has requested that the City amend Industrial Development District 231 to include its property located at 1401 60th Street SW, 1521 60th Street SW and 5960 Burlingame Avenue SW, Wyoming, Michigan, as legally described on the attachment.
4. Prior to amending districts, it is necessary to first hold a public hearing at which the owners of the affected property and any other residents or taxpayers of the City can be given an opportunity to comment on the amendment of an Industrial Development District.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council shall hold a public hearing on June 1, 2015 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 amended Industrial Development District and other residents or taxpayers of the City shall be given an opportunity to comment on the proposed amended district to be comprised of the properties described on the attached Exhibit A, which is incorporated by reference, and commonly known as 1500 Gezon Parkway, SW, Wyoming, MI 49509 to include 1401 60th Street, 1521 60th Street and 5960 Burlingame Avenue SW, Wyoming, Michigan.
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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT: Exhibit A - Legal Descriptions

Resolution No. _____

EXHIBIT A

Legal Descriptions

Address: 1500 Gezon Parkway, Wyoming, MI 49509

Tax Parcel No.: 41-17-35-300-028

Legal Description:

PART OF SW 1/4 COM ON SLY LINE OF GEZON PKWY AT A PT 1326.49 FT S 89D 36M 50S E ALONG E&W 1/4 LINE & 712.50 NFT S 1D 26M 30S E TO E LINE OF W 1/2 SW 1/4 FROM W 1/4 COR TH S 1D 26M 30S E ALONG SD E LINE 1274.90 FT TO S LINE OF N 3/4 W 1/2 SW 1/4 TH N 89D 34M 03S W ALONG SD S LINE 681.30 FT TH N 1D 26M 30S W 250.0 FT TH NELY 137.20 FT ALONG A 60.0 FT RAD CURVE TO LT /LONG CHORD BEARS N 23D 03M 04S E 109.20 FT/ TH NWLY 35.79 FT/ ALONG A 50.0 FT RAD CURVE TO RT /LONG CHORD BEARS N 21D 56M 56S W 35.03 FT/ TH N 1D 26M 30S W 883.13 FT TO SLY LINE OF GEZON PKWY TH ELY 219.66 FT ALONG SD SLY LINE ON A 2956.25 FT RAD CURVE TO RT /LONG CHORD BEARS N 88D 16M 22S E 219.61 FT/ TH S 89D 35M 35S E 428.56 FT TO BEG * SEC 35 T6N R12W 19.10 A.

Address: 1401 60th Street, Wyoming, MI 49509

Tax Parcel No.: 41-17-35-300-005

Legal Description: Y1170A: E 660 FT OF S 1/2 SW 1/4 SW 1/4 SEC 35 T6N R12W 10 A.

Address: 1521 60th Street, Wyoming, MI 49509

Tax Parcel No.: 41-17-35-300-004

Legal Description:

Y1170B: W 330 FT OF E 990 FT OF S 1/2 SW 1/4 SW 1/4 SEC 35 T6N R12W 5 A.

Address: 5960 Burlingame Avenue SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-35-300-035

Legal Description:

S 1/2 SW 1/4 SW 1/4 EX W 40 FT & EX E 990 FT & EX S 40 FT OF REMAINDER * SEC 35 T6N R12W 4.12 A.

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING REGARDING
THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS:

1. The City of Wyoming Department of Public Safety applied for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$22,089 to be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.
2. The City of Wyoming would accept \$22,089 in grant funds for the procurement of equipment, technology, and other items directly related to basic law enforcement functions.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby set a public hearing to be held on Monday, June 1, 2015, at 7:03 p.m., for the purpose of receiving public comment on the use of the 2015 Edward Byrne Memorial Justice Grant Funds for program activities.
2. The City of Wyoming sets that the form of the notice to be published as follows:

Notice of Public Hearing
Edward Byrne Memorial Justice Assistance Grant

The City Council of the City of Wyoming will hold a public hearing on Monday, June 1, 2015, at 7:03 p.m. in the City Council Chambers for the purpose of receiving comment on the use of the 2015 Edward Byrne Memorial Justice Assistance Grant for program activities. The total amount of the funds to be received for 2015 is \$22,089. For information on the proposed program activities contact Wyoming Department of Public Safety Captain Kim Koster at 530-7309. Written comments may be submitted to the City Clerk at 1155 28th Street SW, Wyoming, MI 49509.

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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

2015 MICHIGAN LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2015 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <https://www.bja.gov/Publications/JAGTechRpt.pdf>. For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction: (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. (2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings. Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MI	BAY COUNTY	County	*	
MI	BAY CITY	Municipal	\$15,149	\$15,149
MI	BERRIEN COUNTY	County	*	
MI	BENTON CHARTER TOWNSHIP	Township	\$15,024	
MI	BENTON HARBOR CITY	Municipal	\$11,418	\$26,442
MI	CALHOUN COUNTY	County	*	
MI	BATTLE CREEK CITY	Municipal	\$41,541	\$41,541
MI	GENESEE COUNTY	County	*	
MI	BURTON CITY	Municipal	\$10,796	
MI	FLINT CHARTER TOWNSHIP	Township	\$23,805	
MI	FLINT CITY	Municipal	\$177,209	
MI	FLINT MORRIS CHARTER TOWNSHIP	Township	\$12,437	\$224,247
MI	INGHAM COUNTY	County	*	
MI	LANSING CITY	Municipal	\$86,092	\$86,092
MI	JACKSON COUNTY	County	*	
MI	JACKSON CITY	Municipal	\$25,049	\$25,049
MI	KALAMAZOO COUNTY	County	\$11,666	
MI	KALAMAZOO CITY	Municipal	\$51,790	\$63,456
MI	KENT COUNTY	County	\$26,790	
MI	GRAND RAPIDS CITY	Municipal	\$104,126	\$130,916
MI	MACOMB COUNTY	County	\$23,034	
MI	WARREN CITY	Municipal	\$52,685	\$75,719
MI	MUSKEGON COUNTY	County	*	
MI	MUSKEGON CITY	Municipal	\$26,168	
MI	MUSKEGON HEIGHTS CITY	Municipal	\$17,363	\$43,531
MI	SAGINAW COUNTY	County	*	
MI	SAGINAW CITY	Municipal	\$83,580	\$83,580
MI	WAYNE COUNTY	County	*	
MI	DEARBORN CITY	Municipal	\$25,646	

MI	DEARBORN HEIGHTS CITY	Municipal	\$15,273	
MI	DETROIT CITY	Municipal	\$1,113,848	
MI	HAMTRAMCK CITY	Municipal	\$22,586	
MI	HARPER WOODS CITY	Municipal	\$10,049	
MI	INKSTER CITY	Municipal	\$30,696	
MI	LINCOLN PARK CITY	Municipal	\$16,567	
MI	LIVONIA CITY	Municipal	\$11,517	
MI	EDFORD CHARTER TOWNSH	Township	\$17,213	
MI	ROMULUS CITY	Municipal	\$10,099	
MI	TAYLOR CITY	Municipal	\$24,203	
MI	WESTLAND CITY	Municipal	\$26,318	\$1,324,015

MI	ANN ARBOR CITY	Municipal	\$18,606	
MI	LINTON CHARTER TOWNSHI	Township	\$21,989	
MI	EASTPOINTE CITY	Municipal	\$18,258	
MI	KENTWOOD CITY	Municipal	\$12,164	
MI	MECOSTA COUNTY	County	\$14,602	
MI	MONROE COUNTY	County	\$15,223	
MI	OAK PARK CITY	Municipal	\$12,189	
MI	OAKLAND COUNTY	County	\$68,282	
MI	OTTAWA COUNTY	County	\$23,855	
MI	PONTIAC CITY	Municipal	\$90,520	
MI	PORT HURON CITY	Municipal	\$14,353	
MI	ROSEVILLE CITY	Municipal	\$15,621	
MI	SOUTHFIELD CITY	Municipal	\$24,775	
MI	ST CLAIR COUNTY	County	\$10,821	
MI	ST CLAIR SHORES CITY	Municipal	\$10,199	
MI	STERLING HEIGHTS CITY	Municipal	\$16,890	
MI	WASHTENAW COUNTY	County	\$33,904	
MI	STERFORD CHARTER TOWNS	Township	\$11,865	
MI	WYOMING CITY	Municipal	\$22,089	
MI	YPSILANTI CITY	Municipal	\$12,313	

Local total

\$2,608,255

<http://www.pd100.com>

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO BLAIR DYKHOUSE FOR HIS SERVICE
AS A MEMBER OF THE ZONING BOARD OF APPEALS
FOR THE CITY OF WYOMING

WHEREAS:

1. Blair Dykhoush has served faithfully and effectively as a member of the Zoning Board of Appeals since July 19, 1993.
2. Blair Dykhoush has served the City of Wyoming in a dedicated and faithful manner for 22 years.
3. Blair Dykhoush has been a long time City of Wyoming resident and business owner.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Blair Dykhoush for his dedicated service as a member of the Zoning Board of Appeals.

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 May 18, 2015.

Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

**GENERAL APPROPRIATIONS ACT
A RESOLUTION TO ADOPT THE BUDGET FOR THE CITY OF WYOMING
FOR THE FISCAL YEAR ENDING JUNE 30, 2016 AND TO
PROVIDE FOR THE AMOUNT TO BE RAISED BY PROPERTY TAXES**

WHEREAS:

1. Chapter 8 of the Charter of the City of Wyoming requires that the City Manager submit a recommended budget to the City Council; that a public hearing be held on said proposed budget; that the City Council by resolution adopt a budget for the ensuing fiscal year, make an appropriation of the money needed therefore, and designate the sum to be raised by taxation; and
2. The Manager has submitted said budget recommendation and a public hearing has been held thereon; now, therefore,

NOW, THEREFORE, BE IT RESOLVED

1. As provided in Section 8.4 of the City Charter, and in conformity with Public Act 621 of 1978, the Uniform Budgeting and Accounting Act, that the budgets attached hereto and made a part hereof by reference are hereby considered and adopted, to be administered on an activity (department) level, with the exception of the Capital Improvement Fund, which will be administered on a project level, as the appropriated budgets of the City of Wyoming to cover the operations thereof for the fiscal year ending June 30, 2016.
2. The amount necessary to be raised by taxation by the levy of 11.9073 mills for operations (0.2700 mills more than the base tax rate of 11.6373 mills, as defined by Public Act 5 of 1982) on the taxable value of all real and personal property in the City be approved as follows:

<u>Levy</u>	<u>P.A. 5 Base Rate</u>	<u>Additional Rate</u>	<u>City Tax Rate</u>	<u>Headlee Limit</u>
Operations - Charter Levies	11.2873	0.2700	11.5573	11.7905
Operations - State Levies	<u>0.3500</u>	<u>0.0000</u>	<u>0.3500</u>	<u>2.7890</u>
Total Operations	<u>11.6373</u>	<u>0.2700</u>	<u>11.9073</u>	<u>14.5795</u>
Total Tax Rate			<u>11.9073</u>	

3. The City Manager to be authorized to transfer necessary amounts within departments within a fund which do not affect ending fund balance.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the Council of the City of Wyoming, Michigan at a regular session held on May 18, 2015.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

1. Staff Report of Changes
2. All Fund – Revenue and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance
3. Annual Budget by Account Classification Report

Resolution No. _____

STAFF REPORT

Date: May 18, 2015
Subject: Budget Changes
From: Rosa Ooms, CPA, Deputy Finance Director

After the budget was presented at the Public Hearing held on May 4, 2015, certain changes were made to the budget. The changes represent various personnel changes made within several departments. The effect on the budgets is as follows:

Fund	Net Excess (Deficiency) as Originally Proposed	Change – Increase (Decrease) in Expenses	Net Excess (Deficiency) after Change
General Fund	\$ (430,800)	\$ (49,872)	\$ (380,928)
Water Fund	877,658	5795	871,863
Motor Pool Fund	596,187	4,223	591,964

The attached summaries reflect this change.

City of Wyoming
All Funds - Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance
Fiscal Year 2015 - 2016

	Fund Balance Beginning of Year	Revenues and Other Sources	Expenditures and Other Uses	Excess (Deficiency)	Fund Balance End-of Year
General Fund	\$ 6,487,584	\$ 31,173,377	\$ 31,554,305	\$ (380,928)	\$ 6,106,656
Major Streets	2,614,482	4,148,000	4,214,534	(66,534)	2,547,948
Local Streets	883,974	1,472,249	1,472,249	-	883,974
Public Safety	38,536	2,447,500	2,486,036	(38,536)	-
Fire	12,526	1,464,100	1,476,626	(12,526)	-
Police	198,282	2,442,156	2,640,438	(198,282)	-
Parks & Recreation	1,128,504	3,550,360	3,522,502	27,858	1,156,362
Sidewalk	214,005	392,440	292,356	100,084	314,089
Solid Waste Disposal	959,607	699,440	575,650	123,790	1,083,397
Building Inspections	408,210	1,547,262	1,520,009	27,253	435,463
Community Development Block Grant	-	588,610	585,909	2,701	2,701
Drug Law Enforcement	17,507	-	-	-	17,507
Library	222,109	771,426	685,753	85,673	307,782
Debt Service	46,882	-	-	-	46,882
MTF Debt Service	-	610,205	610,205	-	-
Capital Improvement	933,423	4,383,690	4,572,429	(188,739)	744,684
Sewer Bond Reserve	3,833,970	-	-	-	3,833,970
Sewer Construction Reserve	263,774	120,000	-	120,000	383,774
Sewer*	6,637,682	18,042,239	17,000,778	1,041,461	7,679,143
Sewer Total	10,735,426	18,162,239	17,000,778	1,161,461	11,896,887
Water*	17,874,035	23,606,979	22,735,117	871,862	18,745,897
Water Construction Reserve	268,970	120,000	-	120,000	388,970
Water Bond Reserve	3,934,836	-	-	-	3,934,836
Water Total	22,077,841	23,726,979	22,735,117	991,862	23,069,703
Motor Pool*	199,127	3,924,000	3,332,036	591,964	791,091
Motor Pool Depreciation Reserve*	3,273,170	1,124,610	1,400,000	(275,390)	2,997,780
Motor Pool Total	3,472,297	5,048,610	4,732,036	316,574	3,788,871
Total	\$ 50,451,195	\$ 102,628,643	\$ 100,676,932	\$ 1,951,711	\$ 52,402,906

* Represents working capital balance (current assets less current liabilities)

Budgeted Funds That Are Not Approved as Part of City's Budget:

Self Insurance Fund	\$ 9,219,329	\$ 11,471,396	\$ 11,657,525	\$ (186,129)	\$ 9,033,200
Pension Fund	160,065,904	16,127,000	9,361,250	6,765,750	166,831,654
OPEB Fund	29,654,083	4,622,045	3,894,600	727,445	30,381,528
Special Assessment Fund	1,748,451	360,500	-	360,500	2,108,951
Total	\$ 200,687,767	\$ 32,580,941	\$ 24,913,375	\$ 7,667,566	\$ 208,355,333

Component Units That Are Not Approved as Part of City's Budget:

Downtown Development Authority	\$ 77,200	\$ 55,500	\$ 51,700	\$ 3,800	\$ 81,000
Brownfield Redevelopment Auth.	192,510	35,000	40,000	(5,000)	187,510
Economic Development Authority	31,367	-	9,000	(9,000)	22,367
Greater Wyoming Community Alliance	80,412	32,000	23,000	9,000	89,412
Building Authority Blended CU	11,420	-	11,420	(11,420)	-
Total	\$ 392,909	\$ 122,500	\$ 135,120	\$ (12,620)	\$ 380,289

City of Wyoming, Michigan
Property Tax Millage Rate Schedule

Purpose	Actual					Proposed
	2011	2012	2013	2014	2015	2016
General Operations	4.6695	4.6695	4.6695	4.6695	4.6695	4.6695
Fire Services	0.7500	0.7500	0.7500	0.7500	0.7500	0.7500
Police Services	1.2500	1.2500	1.2500	1.2500	1.2500	1.2500
Parks & Recreation	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000
Sidewalks	0.1500	0.1500	0.1500	0.2000	0.2000	0.2000
Yard Waste	1.0000	0.4000	0.4000	0.3500	0.3500	0.3500
Library Maintenance	0.1000	0.1000	0.1000	0.1000	0.1000	0.3700
Debt Service (Library)	0.2900	0.2500	0.2500	0.2700	0.2700	
Capitol Projects	1.8678	1.5678	1.5678	1.5678	1.5678	1.5678
Public Safety		1.2500	1.2500	1.0000	1.2500	1.2500
Total Mills	11.5773	11.8873	11.8873	11.6573	11.9073	11.9073

	Authorized*	Headlee Limit	Levied
Charter-Aggregate	11.0900	10.5405	10.3073
Charter-Public Safety	1.2500	1.2500	1.2500
State-Yard Waste	3.0000	2.7890	0.3500
Total Tax Rate	15.3400	14.5795	11.9073

* Millage Authorized by Election, Charter, etc.

http://www.pdf.com

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 101 General Fund			
Revenue			
Taxes	\$ 9,877,600	\$ 9,877,600	\$ 10,045,100
Licenses and Permits	1,095,000	1,095,000	1,115,000
Federal Grants	684,980	536,530	73,500
State Grants	5,923,480	6,384,429	6,604,688
Contributions from Local Units	184,180	200,510	244,340
Charges for Service	3,888,230	3,905,430	4,190,888
Fines and Forfeitures	2,100,000	1,900,000	1,900,000
Interest and Rentals	148,620	267,540	311,341
Other Revenues	46,200	82,720	74,000
Other Financing Sources	7,171,480	7,171,480	6,614,520
Revenue Totals	<u>31,119,770</u>	<u>31,421,239</u>	<u>31,173,377</u>
Expenditures			
Contingency	-	-	-
Personal Services	22,262,960	22,344,300	23,101,316
Supplies	763,380	738,050	673,380
Other Services and Charges*	9,448,800	9,230,260	7,653,759
Capital Outlay	796,700	698,240	125,850
Transfers Out	(89,180)	(89,180)	-
Subtotal	<u>33,182,660</u>	<u>32,921,670</u>	<u>31,554,305</u>
*Rent Due to Advanced Bond Payoff	4,819,540	4,819,540	-
Expenditure Grand Totals	<u>38,002,200</u>	<u>37,741,210</u>	<u>31,554,305</u>
Fund Total	(6,882,430)	(6,319,971)	(380,928)
Fund Balance, Beginning	<u>12,807,555</u>	<u>12,807,555</u>	<u>6,487,584</u>
Fund Balance, Ending	<u>\$ 5,925,125</u>	<u>\$ 6,487,584</u>	<u>\$ 6,106,656</u>

Expenditure detail by program - See Next Page

City of Wyoming, Michigan
Annual Budget by Account Classification Report
Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Expenditure detail by program			
10100-City Council	\$ 114,160	\$ 107,120	\$ 106,707
10300-City Council - Communication	104,320	105,040	110,080
13600-District Court	1,555,600	1,503,530	1,601,774
13610-District Court - Building	197,830	261,385	185,871
15100-District Court - Probation	433,160	379,210	388,661
17200-City Manager	1,191,430	1,180,130	1,075,682
20100-Finance - Accounting	849,060	798,110	816,447
20110-Finance - Computer Acquisition	15,000	3,330	-
25300-Finance - Treasurer	376,960	363,790	375,896
73200-Finance - Cable TV Commission	470,000	500,000	510,000
20900-Assessor	616,400	617,240	630,115
24700-Assessor - Board of Review	7,230	7,230	7,181
21000-Attorney - Legal Services	460,000	460,000	460,000
19100-City Clerk - Election	81,510	74,900	31,400
21500-City Clerk	547,490	532,650	499,365
24800-Purchasing - Central Services	115,740	115,740	115,740
26500-Purchasing - City Hall	1,807,500	1,807,500	3,040
25800-Information Technology	1,803,100	1,729,320	1,868,930
26700-Facilities Maintenance	439,960	464,770	412,491
30500-Police - Administration Services	1,855,930	1,862,570	1,685,090
30610-Police - Building	3,112,630	3,027,200	395,591
30700-Police - Records Management	323,590	356,020	459,534
31000-Police - Detective Bureau	2,354,470	2,291,410	2,471,750
31200-Police - Forensic Science Unit	549,630	561,780	583,016
31500-Police - Patrol	8,234,900	8,239,930	8,642,265
31504-Police - OHSP - OWI	144,480	145,065	-
31505-Police - OHSP - Safety Belt	97,670	-	-
31506-Police - OHSP - Strategic Traffic Enf	148,510	148,280	-
31600-Police - Crossing Guard	52,100	54,000	76,850
31700-Police - Senior Volunteer	21,750	20,000	21,050
32000-Police - Training	80,000	80,000	80,000
32100-Police - ACT 302 Training Funds	30,120	30,120	14,000
32500-Police - Communications/Dispatch	1,121,850	1,141,100	1,206,420
33400-Police - Jail	377,100	339,100	352,100
33700-Fire - Administration Services	172,810	186,590	201,355
33800-Fire - Buildings	2,037,720	2,049,050	198,750
33900-Fire - Fighting	4,459,930	4,607,220	3,992,257
33901-Fire - Dual Empl. Reserves	154,320	211,240	260,791
33902-Fire - Fighting - Paid on Call	-	-	404,809
34100-Fire - Prevention	138,710	128,390	141,041
34200-Fire - Training	30	500	-
42600-Fire - Civil Defense	13,160	13,200	6,860
40000-Planning	275,490	259,480	228,595
72800-Economic Development	9,000	9,000	9,000
44611-Public Works - Wayland Hwys/St	2,210	2,210	2,179
44612-Public Works - Kentwood Hwys/St	5,850	5,840	5,795
44613-Public Works - Other Govt/Agencies	5,790	4,710	5,736
44800-Public Works - Street Lighting	1,016,000	936,210	900,090
75300-Community Outreach Programs	20,000	20,000	10,000
	<u>\$ 38,002,200</u>	<u>\$ 37,741,210</u>	<u>\$ 31,554,305</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 110 Allocation Fund			
Revenue			
Other Financing Sources	\$ -	\$ -	\$ -
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures			
Personal Services	1,348,630	1,422,700	1,391,726
Supplies	14,250	12,100	14,000
Other Services and Charges	128,520	146,510	150,206
Capital Outlay	16,700	15,500	17,500
Transfers Out	(1,508,100)	(1,596,810)	(1,573,432)
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	-	-	-
Fund Balance, Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Expenditure detail by program (before transfers out)

22800-HR/Risk Management	\$ 130,430	\$ 125,840	\$ 132,287
44100-Public Works - Administration	737,410	770,550	741,959
44700-Public Works - Engineering	640,260	700,420	699,186
	<u>\$ 1,508,100</u>	<u>\$ 1,596,810</u>	<u>\$ 1,573,432</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 202 Major Streets Fund			
Revenue			
Licenses and Permits	\$ 235,000	\$ 245,000	\$ 245,000
Federal Grants	-	-	-
State Grants	3,750,000	3,920,460	3,840,000
Charges for Service	-	-	-
Interest and Rentals	5,500	21,000	16,000
Other Revenues	32,500	44,700	47,000
Revenue Totals	<u>4,023,000</u>	<u>4,231,160</u>	<u>4,148,000</u>
Expenditures			
Personal Services	1,112,850	1,116,320	1,200,027
Supplies	686,430	715,430	572,680
Other Services and Charges	1,257,860	1,223,092	1,164,578
Capital Outlay	1,771,650	1,132,000	1,006,000
Transfers Out	550,000	550,000	271,249
Expenditure Totals	<u>5,378,790</u>	<u>4,736,842</u>	<u>4,214,534</u>
Fund Total	(1,355,790)	(505,682)	(66,534)
Fund Balance, Beginning	<u>3,120,164</u>	<u>3,120,164</u>	<u>2,614,482</u>
Fund Balance, Ending	<u>\$ 1,764,374</u>	<u>\$ 2,614,482</u>	<u>\$ 2,547,948</u>
Expenditure detail by program			
46300-Street Maintenance	\$ 2,611,300	\$ 2,008,620	\$ 1,868,582
47400-Traffic Services	916,230	908,770	925,846
47800-Winter Maintenance	882,230	844,460	694,000
48300-Street Administration	395,030	424,992	454,857
48400-Transfers to Local Streets	550,000	550,000	271,249
	<u>\$ 5,354,790</u>	<u>\$ 4,736,842</u>	<u>\$ 4,214,534</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 203 Local Streets Fund			
Revenue			
Licenses and Permits	\$ 20,000	\$ 20,000	\$ 20,000
Federal Grants	-	-	-
State Grants	1,130,000	1,181,180	1,160,000
Charges for Service	-	-	-
Interest and Rentals	6,000	6,000	7,000
Other Revenues	13,000	15,500	14,000
Other Financing Sources	550,000	550,000	271,249
Revenue Totals	<u>1,719,000</u>	<u>1,772,680</u>	<u>1,472,249</u>
Expenditures			
Personal Services	590,990	609,930	642,446
Supplies	206,140	233,050	182,400
Other Services and Charges	665,470	730,263	647,403
Capital Outlay	175,550	150,442	-
Expenditure Totals	<u>1,638,150</u>	<u>1,723,685</u>	<u>1,472,249</u>
Fund Total	80,850	48,995	-
Fund Balance, Beginning	<u>834,979</u>	<u>834,979</u>	<u>883,974</u>
Fund Balance, Ending	<u>\$ 915,829</u>	<u>\$ 883,974</u>	<u>\$ 883,974</u>
Expenditure detail by program			
46300-Street Maintenance	\$ 731,410	\$ 719,042	\$ 527,890
47400-Traffic Services	256,660	259,300	266,600
47800-Winter Maintenance	466,420	540,180	450,656
48300-Street Administration	183,660	205,163	227,103
	<u>\$ 1,638,150</u>	<u>\$ 1,723,685</u>	<u>\$ 1,472,249</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 205 Public Safety Fund			
Revenue			
Taxes	\$ 2,398,400	\$ 2,405,846	\$ 2,440,500
Interest and Rentals	1,000	6,660	7,000
Revenue Totals	<u>2,399,400</u>	<u>2,412,506</u>	<u>2,447,500</u>
Expenditures			
Transfers Out	<u>3,329,580</u>	<u>3,329,580</u>	<u>2,486,036</u>
Expenditure Totals	<u>3,329,580</u>	<u>3,329,580</u>	<u>2,486,036</u>
Fund Total	(930,180)	(917,074)	(38,536)
Fund Balance, Beginning	<u>955,610</u>	<u>955,610</u>	<u>38,536</u>
Fund Balance, Ending	<u>\$ 25,430</u>	<u>\$ 38,536</u>	<u>\$ -</u>

http://www.pactools.com

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 206 Fire Fund			
Revenue			
Taxes	\$ 1,439,100	\$ 1,442,855	\$ 1,464,100
Interest and Rentals	1,900	2,600	-
Revenue Totals	<u>1,441,000</u>	<u>1,445,455</u>	<u>1,464,100</u>
Expenditures			
Transfers Out	1,441,000	1,441,000	1,476,626
Expenditure Totals	<u>1,441,000</u>	<u>1,441,000</u>	<u>1,476,626</u>
Fund Total	-	4,455	(12,526)
Fund Balance, Beginning	<u>8,071</u>	<u>8,071</u>	<u>12,526</u>
Fund Balance, Ending	<u>\$ 8,071</u>	<u>\$ 12,526</u>	<u>\$ -</u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 207 Police Fund			
Revenue			
Taxes	\$ 2,398,400	\$ 2,404,825	\$ 2,440,800
Interest and Rentals	2,500	-	1,356
Revenue Totals	<u>2,400,900</u>	<u>2,404,825</u>	<u>2,442,156</u>
Expenditures			
Transfers Out	2,400,900	2,400,900	2,640,438
Expenditure Totals	<u>2,400,900</u>	<u>2,400,900</u>	<u>2,640,438</u>
Fund Total	-	3,925	(198,282)
Fund Balance, Beginning	<u>194,357</u>	<u>194,357</u>	<u>198,282</u>
Fund Balance, Ending	<u>\$ 194,357</u>	<u>\$ 198,282</u>	<u>\$ -</u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 208 Parks and Recreation Fund			
Revenue			
Taxes	\$ 2,878,100	\$ 2,885,810	\$ 2,928,900
Federal Grants	1,470,750	1,457,665	152,471
Contributions from Local Units	78,640	75,120	-
Charges for Service	278,440	265,730	269,750
Interest and Rentals	31,850	24,640	30,279
Other Revenues	333,431	296,260	168,960
Revenue Totals	<u>5,071,211</u>	<u>5,005,225</u>	<u>3,550,360</u>
Expenditures			
Personal Services	3,172,310	3,185,925	2,086,095
Supplies	253,220	226,920	129,975
Other Services and Charges	1,260,981	1,206,150	1,150,882
Capital Outlay	952,930	869,930	155,550
Expenditure Totals	<u>5,639,441</u>	<u>5,488,925</u>	<u>3,522,502</u>
Fund Total	(568,230)	(483,700)	27,858
Fund Balance, Beginning	<u>1,612,204</u>	<u>1,612,204</u>	<u>1,128,504</u>
Fund Balance, Ending	<u>\$ 1,043,974</u>	<u>\$ 1,128,504</u>	<u>\$ 1,156,362</u>
Expenditure detail by program			
67200-KCSM Stepping Stones	\$ 92,660	\$ 90,650	\$ -
75200-Parks and Rec Administration	682,730	683,080	710,280
75800-Parks and Rec - Facilities	2,460,900	2,371,870	1,798,640
75800-Parks and Rec - Senior Center	449,960	415,510	377,998
76100-Recreation	493,581	481,290	483,113
76108-21st Century Cohort G	196,160	197,205	21,345
76109-21st Century Cohort H	291,750	290,850	30,494
76110-21st Century Cohort I-1	485,850	479,235	50,314
76111-21st Century Cohort I-2	485,850	479,235	50,318
	<u>\$ 5,639,441</u>	<u>\$ 5,488,925</u>	<u>\$ 3,522,502</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 211 Sidewalk Fund			
Revenue			
Taxes	\$ 384,400	\$ 384,650	\$ 391,400
Interest and Rentals	-	3,500	1,040
Revenue Totals	<u>384,400</u>	<u>388,150</u>	<u>392,440</u>
Expenditures			
Other Services and Charges	<u>292,920</u>	<u>292,920</u>	<u>292,356</u>
Expenditure Totals	<u>292,920</u>	<u>292,920</u>	<u>292,356</u>
Fund Total	91,480	95,230	100,084
Fund Balance, Beginning	<u>118,775</u>	<u>118,775</u>	<u>214,005</u>
Fund Balance, Ending	<u>\$ 210,255</u>	<u>\$ 214,005</u>	<u>\$ 314,089</u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 230 Solid Waste Disposal Fund			
Revenue			
Taxes	\$ 655,300	\$ 660,000	\$ 683,500
Interest and Rentals	7,000	8,000	15,940
Reimbursements	-	230	-
Revenue Totals	<u>662,300</u>	<u>668,230</u>	<u>699,440</u>
Expenditures			
Personal Services	149,460	178,990	149,486
Supplies	2,000	2,000	2,000
Other Services and Charges	427,680	475,882	424,164
Capital Outlay	30,000	30,000	-
Expenditure Totals	<u>609,140</u>	<u>686,872</u>	<u>575,650</u>
Fund Total	53,160	(18,642)	123,790
Fund Balance, Beginning	<u>978,249</u>	<u>978,249</u>	<u>959,607</u>
Fund Balance, Ending	<u><u>\$ 1,031,409</u></u>	<u><u>\$ 959,607</u></u>	<u><u>\$ 1,083,397</u></u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 249 Building Inspection Fund			
Revenue			
Licenses and Permits	\$ 1,201,500	\$ 1,159,500	\$ 1,297,500
Federal Grants	55,000	55,000	55,000
Charges for Service	120,730	96,000	126,000
Fines and Forfeitures	14,000	27,440	42,000
Interest and Rentals	3,200	4,560	5,062
Other Revenues	21,700	20,000	21,700
Revenue Totals	<u>1,416,130</u>	<u>1,362,500</u>	<u>1,547,262</u>
Expenditures			
Personal Services	1,150,000	1,088,855	1,102,063
Supplies	9,670	10,030	16,570
Other Services and Charges	331,510	329,820	394,376
Capital Outlay	-	-	7,000
Expenditure Totals	<u>1,491,180</u>	<u>1,428,705</u>	<u>1,520,009</u>
Fund Total	(75,050)	(66,205)	27,253
Fund Balance, Beginning	<u>474,415</u>	<u>474,415</u>	<u>408,210</u>
Fund Balance, Ending	<u>\$ 399,365</u>	<u>\$ 408,210</u>	<u>\$ 435,463</u>
Expenditure detail by program			
37100-Permits	\$ 755,050	\$ 631,218	\$ 672,470
37210-Code Enforcement-Other	294,660	354,947	394,525
37220-Code Enforcement-CDBG Eligible	53,790	85,109	54,730
37300-Rental Program	270,700	248,210	276,050
72200-Zoning and Other Programs	116,980	109,221	122,234
	<u>\$ 1,491,180</u>	<u>\$ 1,428,705</u>	<u>\$ 1,520,009</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 256 Community Development Fund			
Revenue			
Federal Grants	\$ 479,630	\$ 295,720	\$ 499,160
Interest and Rentals	15,370	16,250	15,850
Other Revenues	83,100	80,800	73,600
Other Financing Sources	-	-	-
Revenue Totals	<u>578,100</u>	<u>392,770</u>	<u>588,610</u>
Expenditures			
Personal Services	127,330	126,650	126,037
Supplies	800	620	800
Other Services and Charges	449,970	265,500	459,071
Expenditure Totals	<u>578,100</u>	<u>392,770</u>	<u>585,909</u>
Fund Total	-	-	2,701
Fund Balance, Beginning	-	-	-
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,701</u>
Expenditure detail by program			
17515/6-Administration	\$ 119,580	\$ 113,830	\$ 103,273
69115/6-Rehabilitation	63,500	65,440	68,377
69215/6-CDBG Activities	395,020	213,500	414,259
	<u>\$ 578,100</u>	<u>\$ 392,770</u>	<u>\$ 585,909</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 265 Drug Law Enforcement Fund			
Revenue			
Fines and Forfeitures	\$ -	\$ 2,640	\$ -
Interest and Rentals	200	300	-
Revenue Totals	<u>200</u>	<u>2,940</u>	<u>-</u>
Expenditures			
Capital Outlay	20,260	20,260	
Transfers Out	-	-	-
Expenditure Totals	<u>20,260</u>	<u>20,260</u>	<u>-</u>
Fund Total	(20,060)	(17,320)	-
Fund Balance, Beginning	<u>34,827</u>	<u>34,827</u>	<u>17,507</u>
Fund Balance, Ending	<u>\$ 14,767</u>	<u>\$ 17,507</u>	<u>\$ 17,507</u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 271 Library Fund			
Revenue			
Taxes	\$ 191,900	\$ 193,110	\$ 722,400
Contributions from Local Units	41,030	41,030	41,030
Interest and Rentals	5,620	4,500	7,896
Other Revenues	100	50	100
Revenue Totals	<u>238,650</u>	<u>238,690</u>	<u>771,426</u>
Expenditures			
Personal Services	87,800	89,390	81,017
Supplies	25,500	25,300	25,700
Other Services and Charges	272,770	261,510	283,336
Capital Outlay	-	-	295,700
Expenditure Totals	<u>386,070</u>	<u>376,200</u>	<u>685,753</u>
Fund Total	(147,420)	(137,510)	85,673
Fund Balance, Beginning	<u>359,619</u>	<u>359,619</u>	<u>222,109</u>
Fund Balance, Ending	<u>\$ 212,199</u>	<u>\$ 222,109</u>	<u>\$ 307,782</u>
Expenditure detail by program			
17500-Administration	\$ 27,920	\$ 27,920	\$ 28,896
26700-Facility Maintenance	358,150	348,280	656,857
	<u>\$ 386,070</u>	<u>\$ 376,200</u>	<u>\$ 685,753</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 301 Debt Service Fund			
Revenue			
Taxes	\$ 518,400	\$ 518,400	\$ -
Interest and Rentals	1,500	1,500	-
Other Financing Sources	4,112,650	3,537,650	-
Revenue Totals	<u>4,632,550</u>	<u>4,057,550</u>	<u>-</u>
Expenditures			
Other Services and Charges	-	-	-
Debt Service	4,630,900	4,055,900	-
Expenditure Totals	<u>4,630,900</u>	<u>4,055,900</u>	<u>-</u>
Fund Total	1,650	1,650	-
Fund Balance, Beginning	<u>45,232</u>	<u>45,232</u>	<u>46,882</u>
Fund Balance, Ending	<u>\$ 46,882</u>	<u>\$ 46,882</u>	<u>\$ 46,882</u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 320 MTF Major Str Debt Service Fund			
Revenue			
Other Financing Sources	\$ 622,190	\$ 616,645	\$ 610,205
Revenue Totals	<u>622,190</u>	<u>616,645</u>	<u>610,205</u>
Expenditures			
Debt Service	<u>622,190</u>	<u>616,645</u>	<u>610,205</u>
Expenditure Totals	<u>622,190</u>	<u>616,645</u>	<u>610,205</u>
Fund Total	-	-	-
Fund Balance, Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 400 Capital Improvement Fund			
Revenue			
Taxes	\$ 3,008,200	\$ 3,012,400	\$ 3,060,400
Federal Grants	-	900,000	1,140,000
Contributions from Local Units	-	510,000	150,000
Charges for Service	-	16,000	-
Interest and Rentals	15,000	21,000	33,290
Other Revenues	-	15,740	-
Revenue Totals	<u>3,023,200</u>	<u>4,475,140</u>	<u>4,383,690</u>
Expenditures			
Other Services and Charges	661,690	662,000	812,224
Capital Outlay	7,853,110	3,890,000	3,150,000
Transfers Out	<u>622,190</u>	<u>616,645</u>	<u>610,205</u>
Expenditure Totals	<u>9,136,990</u>	<u>5,168,645</u>	<u>4,572,429</u>
Fund Total	(6,113,790)	(693,505)	(188,739)
Fund Balance, Beginning	<u>1,626,928</u>	<u>1,626,928</u>	<u>933,423</u>
Fund Balance, Ending	<u><u>\$ (4,486,862)</u></u>	<u><u>\$ 933,423</u></u>	<u><u>\$ 744,684</u></u>

Expenditure detail by program			
17500-Administration	\$ 661,690	\$ 662,000	\$ 812,224
45200-Storm Water Construction	936,000	940,000	100,000
50200-Major Street Construction	6,152,820	2,950,000	3,050,000
50300-Local Street Construction	764,290	-	-
99900-Transfers	<u>622,190</u>	<u>616,645</u>	<u>610,205</u>
	<u><u>\$ 9,136,990</u></u>	<u><u>\$ 5,168,645</u></u>	<u><u>\$ 4,572,429</u></u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 588 Sewer - Bond and Interest Fund			
Revenue			
Interest and Rentals	\$ 30,000	\$ 32,000	\$ -
Revenue Totals	<u>30,000</u>	<u>32,000</u>	<u>-</u>
Expenditures			
Transfers Out	<u>-</u>	<u>92,814</u>	<u>-</u>
Expenditure Totals	<u>-</u>	<u>92,814</u>	<u>-</u>
Fund Total	30,000	(60,814)	-
Fund Balance, Beginning	<u>3,894,784</u>	<u>3,894,784</u>	<u>3,833,970</u>
Fund Balance, Ending	<u><u>\$ 3,924,784</u></u>	<u><u>\$ 3,833,970</u></u>	<u><u>\$ 3,833,970</u></u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 589 Sewer - Construction Reserve			
Revenue			
Interest and Rentals	\$ 2,200	\$ 2,000	\$ -
Other Financing Sources	100,000	120,000	120,000
Revenue Totals	<u>102,200</u>	<u>122,000</u>	<u>120,000</u>
Expenditures			
Transfers Out	-	-	-
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	102,200	122,000	120,000
Fund Balance, Beginning	<u>141,774</u>	<u>141,774</u>	<u>263,774</u>
Fund Balance, Ending	<u><u>\$ 243,974</u></u>	<u><u>\$ 263,774</u></u>	<u><u>\$ 383,774</u></u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 590 Sewer Fund			
Revenue			
Federal Grants	\$ -	\$ -	\$ -
Contributions from Local Units	417,200	417,000	417,200
Charges for Service	16,178,600	16,735,300	17,242,000
Fines and Forfeitures	100,000	144,500	165,000
Interest and Rentals	47,000	96,000	188,039
Other Revenues	230,000	243,000	30,000
Other Financing Sources	-	92,814	-
Revenue Totals	<u>16,972,800</u>	<u>17,728,614</u>	<u>18,042,239</u>
Expenditures			
Personal Services	4,403,990	4,410,410	4,147,970
Supplies	774,400	610,650	812,400
Other Services and Charges	7,448,120	7,464,920	7,551,846
Capital Outlay	2,611,040	1,942,100	1,370,000
Debt Service	5,258,170	5,259,100	2,998,562
Transfers Out	100,000	77,700	120,000
Expenditure Totals	<u>20,595,720</u>	<u>19,764,880</u>	<u>17,000,778</u>
Fund Total	(3,622,920)	(2,036,266)	1,041,461
Working Capital, Beginning	<u>8,673,948</u>	<u>8,673,948</u>	<u>6,637,682</u>
Working Capital, Ending	<u>\$ 5,051,028</u>	<u>\$ 6,637,682</u>	<u>\$ 7,679,143</u>
Expenditure detail by program			
54200-Transmission	\$ 991,730	\$ 770,250	\$ 925,575
54400-Capital Outlay	384,000	410,000	420,000
54100-Administration Services	2,533,280	2,545,600	2,405,227
54300-Treatment	7,419,230	7,116,830	7,604,123
54310-Treatment-Lab Services	487,220	468,830	466,038
54400-Capital Outlay	2,227,040	1,532,100	950,000
54700-Industrial Pretreatment	437,760	424,030	563,007
54710-Environmental-Lab Services	318,120	313,930	315,696
54800-GVRBA Operations-Land Appl	307,070	334,470	196,850
54801-GVRBA Operations-Pump House	132,100	112,040	35,700
92500-Revenue Bonds	5,258,170	5,659,100	2,998,562
99900-Transfers	100,000	77,700	120,000
	<u>\$ 20,595,720</u>	<u>\$ 19,764,880</u>	<u>\$ 17,000,778</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 591 Water Fund			
Revenue			
Federal Grants	\$ -	\$ -	\$ -
State Grants	23,070	23,070	-
Charges for Service	22,877,200	22,398,000	22,734,000
Fines and Forfeitures	100,000	170,000	150,000
Interest and Rentals	205,000	370,300	473,979
Other Revenues	118,000	369,200	249,000
Other Financing Sources	-	249,999	-
Revenue Totals	<u>23,323,270</u>	<u>23,580,569</u>	<u>23,606,979</u>
Expenditures			
Personal Services	5,713,700	5,578,975	5,372,833
Supplies	1,632,930	1,288,000	1,570,570
Other Services and Charges	6,063,440	5,757,363	5,916,979
Capital Outlay	3,838,920	3,001,500	1,500,000
Debt Service	9,107,696	9,091,860	8,254,735
Transfers Out	100,000	120,000	120,000
Expenditure Totals	<u>26,456,686</u>	<u>24,837,698</u>	<u>22,735,117</u>
Fund Total	(3,133,416)	(1,257,129)	871,862
Working Capital, Beginning	<u>19,131,164</u>	<u>19,131,164</u>	<u>17,874,035</u>
Working Capital, Ending	<u>\$ 15,997,748</u>	<u>\$ 17,874,035</u>	<u>\$ 18,745,897</u>

Expenditure detail by program - See Next Page

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Expenditure detail by program			
56200-T and D - Mains	\$ 964,660	\$ 972,590	\$ 989,992
56600-T and D - Hydrants	78,560	74,480	72,316
56700-T and D - Services	1,052,050	1,050,630	1,038,531
57300-Capital Outlay	3,035,730	2,400,000	1,200,000
57400-Installation of Service	18,330	25,400	25,808
55100-Administration	2,460,740	2,477,983	2,150,737
55300-Pumping and Treatment	6,206,490	5,543,520	5,982,565
55310-Pumping & Treatment-Lab Services	546,640	497,855	547,383
55800-T and D - Storage/E of Gezon	26,800	18,010	17,679
55900-T and D - Gezon Station	580,930	564,330	601,855
56100-T and D - Storage/W of Gezon	60,560	59,775	44,119
56300-T and D - Pipeline to Gezon	156,490	147,945	193,947
56400-T and D - Pipeline Meters	72,070	69,235	73,030
56500-T and D - Meters	609,710	538,760	555,250
56900-Customer Accounting	576,040	543,825	567,170
56910-Finance Computer Acquisition	4,200	1,500	-
57000-Ottawa County	3,496,380	3,496,380	3,496,175
57100-Kent DPW Bonds	639,150	643,800	648,450
57300-Capital Outlay	798,990	600,000	300,000
92500-Revenue Bonds	4,972,166	4,991,680	4,110,110
99900-Transfers	100,000	120,000	120,000
	<u>\$ 26,456,686</u>	<u>\$ 24,837,698</u>	<u>\$ 22,735,117</u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 592 Water - Construction Reserve Fun			
Revenue			
Interest and Rentals	\$ 2,000	\$ 1,700	\$ -
Other Financing Sources	<u>100,000</u>	<u>120,000</u>	<u>120,000</u>
Revenue Totals	<u>102,000</u>	<u>121,700</u>	<u>120,000</u>
Expenditures			
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	102,000	121,700	120,000
Fund Balance, Beginning	<u>147,270</u>	<u>147,270</u>	<u>268,970</u>
Fund Balance, Ending	<u>\$ 249,270</u>	<u>\$ 268,970</u>	<u>\$ 388,970</u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 593 Water - Bonds and Interest			
Revenue			
Interest and Rentals	\$ 15,000	\$ 34,000	\$ -
Revenue Totals	<u>15,000</u>	<u>34,000</u>	<u>-</u>
Expenditures			
Transfers Out	-	249,999	-
Expenditure Totals	<u>-</u>	<u>249,999</u>	<u>-</u>
Fund Total	15,000	(215,999)	-
Fund Balance, Beginning	<u>4,150,835</u>	<u>4,150,835</u>	<u>3,934,836</u>
Fund Balance, Ending	<u>\$ 4,165,835</u>	<u>\$ 3,934,836</u>	<u>\$ 3,934,836</u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 661 Motor Pool Fund			
Revenue			
Federal Grants	\$ -	\$ -	\$ -
Charges for Service	30,000	30,000	30,000
Interest and Rentals	4,037,420	3,899,900	3,884,000
Other Revenues	9,000	9,000	10,000
Revenue Totals	<u>4,076,420</u>	<u>3,938,900</u>	<u>3,924,000</u>
Expenditures			
Personal Services	807,920	780,480	676,788
Supplies	759,790	806,350	811,350
Other Services and Charges	2,766,620	2,693,110	844,288
Transfers Out	1,249,400	1,249,400	999,610
Expenditure Totals	<u>5,583,730</u>	<u>5,529,340</u>	<u>3,332,036</u>
Less Depreciaton	<u>916,750</u>	<u>916,750</u>	<u>-</u>
	<u>4,666,980</u>	<u>4,612,590</u>	<u>3,332,036</u>
Fund Total	(590,560)	(673,690)	591,964
Working Capital, Beginning	<u>872,817</u>	<u>872,817</u>	<u>199,127</u>
Working Capital, Ending	<u>\$ 282,257</u>	<u>\$ 199,127</u>	<u>\$ 791,091</u>
Expenditure detail by program			
58100-Administration Fee	\$ 516,840	\$ 521,480	\$ 424,127
58200-Equipment Operations	2,389,950	2,367,010	1,564,730
58300-Building	1,427,540	1,391,450	343,569
99900-Transfers	1,249,400	1,249,400	999,610
	<u>\$ 5,583,730</u>	<u>\$ 5,529,340</u>	<u>\$ 3,332,036</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 662 Motor Pool - Depreciation Res			
Revenue			
Interest and Rentals	\$ 20,000	\$ 20,000	\$ 25,000
Other Revenues	50,000	50,000	100,000
Other Financing Sources	1,249,000	1,249,000	999,610
Revenue Totals	<u>1,319,000</u>	<u>1,319,000</u>	<u>1,124,610</u>
Expenditures			
Capital Outlay	1,864,000	1,886,600	1,400,000
Expenditure Totals	<u>1,864,000</u>	<u>1,886,600</u>	<u>1,400,000</u>
Fund Total	(545,000)	(567,600)	(275,390)
Working Capital, Beginning	<u>3,840,770</u>	<u>3,840,770</u>	<u>3,273,170</u>
Working Capital, Ending	<u>\$ 3,295,770</u>	<u>\$ 3,273,170</u>	<u>\$ 2,997,780</u>

http://www.pcmi.org

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 677 Self Insurance Fund			
Revenue			
Charges for Service	\$ 10,423,970	\$ 10,423,970	\$ 11,298,548
Interest and Rentals	125,000	125,000	172,848
Other Revenues	1,320,890	447,000	-
Revenue Totals	<u>11,869,860</u>	<u>10,995,970</u>	<u>11,471,396</u>
Expenditures			
Personal Services	19,950	-	20,140
Other Services and Charges	11,797,150	10,730,900	11,637,385
Transfers Out	-	-	-
Expenditure Totals	<u>11,817,100</u>	<u>10,730,900</u>	<u>11,657,525</u>
Fund Total	52,760	265,070	(186,129)
Fund Balance, Beginning	<u>8,954,259</u>	<u>8,954,259</u>	<u>9,219,329</u>
Fund Balance, Ending	<u>\$ 9,007,019</u>	<u>\$ 9,219,329</u>	<u>\$ 9,033,200</u>
Expenditure detail by program			
85200-Employee Hospital Ins	\$ 9,143,460	\$ 9,196,460	\$ 9,836,236
85210-Employee Dental Ins	389,190	399,990	427,827
96200-Liability Ins	385,970	385,970	500,160
96300-Fleet Ins	88,750	88,750	59,824
96400-Property Ins	1,367,810	217,810	224,437
96500-Workers' Compensation Ins	406,080	406,080	578,291
96900-Life Ins	35,840	35,840	30,750
	<u>\$ 11,817,100</u>	<u>\$ 10,730,900</u>	<u>\$ 11,657,525</u>

http://www.pittsboro.com

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 731 Pension Fund			
Revenue			
Contributions from Local Units	\$ 4,688,010	\$ 4,288,010	\$ 4,403,000
Interest and Rentals	2,200,000	12,000,000	2,100,000
Other Revenues	9,718,650	318,650	9,624,000
Other Financing Sources	30,000	50,000	-
Revenue Totals	<u>16,636,660</u>	<u>16,656,660</u>	<u>16,127,000</u>
Expenditures			
Other Services and Charges	9,516,700	9,534,200	9,361,250
Transfers Out	30,000	50,000	-
Expenditure Totals	<u>9,546,700</u>	<u>9,584,200</u>	<u>9,361,250</u>
Fund Total	7,089,960	7,072,460	6,765,750
Fund Balance, Beginning	<u>152,993,444</u>	<u>152,993,444</u>	<u>160,065,904</u>
Fund Balance, Ending	<u>\$ 160,083,404</u>	<u>\$ 160,065,904</u>	<u>\$ 166,831,654</u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 732 OPEB Fund			
Revenue			
Contributions from Local Units	\$ -	\$ 2,205,000	\$ 3,429,045
Interest and Rentals	-	1,603,000	3,000
Other Revenues	-	140,000	1,190,000
Other Financing Sources	-	-	-
Revenue Totals	<u>-</u>	<u>3,948,000</u>	<u>4,622,045</u>
Expenditures			
Other Services and Charges	-	3,524,500	3,894,600
Transfers Out	-	-	-
Expenditure Totals	<u>-</u>	<u>3,524,500</u>	<u>3,894,600</u>
Fund Total	-	423,500	727,445
Fund Balance, Beginning	<u>29,230,583</u>	<u>29,230,583</u>	<u>29,654,083</u>
Fund Balance, Ending	<u>\$ 29,230,583</u>	<u>\$ 29,654,083</u>	<u>\$ 30,381,528</u>

http://www.pdff-tools.com

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 800 Special Assessment Fund			
Revenue			
Taxes	\$ 91,640	\$ 91,640	\$ 72,000
Interest and Rentals	-	20,000	13,500
Other Revenues	298,320	328,000	275,000
Revenue Totals	<u>389,960</u>	<u>439,640</u>	<u>360,500</u>
Expenditures			
Transfers Out	<u>3,537,650</u>	<u>3,537,650</u>	-
Expenditure Totals	<u>3,537,650</u>	<u>3,537,650</u>	<u>-</u>
Fund Total	(3,147,690)	(3,098,010)	360,500
Fund Balance, Beginning	<u>4,846,461</u>	<u>4,846,461</u>	<u>1,748,451</u>
Fund Balance, Ending	<u>\$ 1,698,771</u>	<u>\$ 1,748,451</u>	<u>\$ 2,108,951</u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 995 Downtown Development Authority			
Revenue			
Taxes	\$ -	\$ 59,255	\$ 55,000
Interest and Rentals	500	-	500
Revenue Totals	<u>500</u>	<u>59,255</u>	<u>55,500</u>
Expenditures			
Supplies	100	100	-
Other Services and Charges	74,695	67,295	51,700
Expenditure Totals	<u>74,795</u>	<u>67,395</u>	<u>51,700</u>
Fund Total	(74,295)	(8,140)	3,800
Fund Balance, Beginning	<u>85,340</u>	<u>85,340</u>	<u>77,200</u>
Fund Balance, Ending	<u>\$ 11,045</u>	<u>\$ 77,200</u>	<u>\$ 81,000</u>

http://www.pottolows.com

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 996 Brownfield Redevelopment Authority			
Revenue			
Taxes	\$ -	\$ 60,000	\$ 35,000
Interest and Rentals	-	-	-
Revenue Totals	<u>-</u>	<u>60,000</u>	<u>35,000</u>
Expenditures			
Supplies	-	-	-
Other Services and Charges	-	69,000	40,000
Expenditure Totals	<u>-</u>	<u>69,000</u>	<u>40,000</u>
Fund Total	-	(9,000)	(5,000)
Fund Balance, Beginning	<u>201,510</u>	<u>201,510</u>	<u>192,510</u>
Fund Balance, Ending	<u>\$ 201,510</u>	<u>\$ 192,510</u>	<u>\$ 187,510</u>

http://www.pactools.com

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 997 Economic Development Corporation			
Revenue			
Taxes	\$ -	\$ -	\$ -
Interest and Rentals	-	-	-
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures			
Supplies	-	-	-
Other Services and Charges	-	9,000	9,000
Expenditure Totals	<u>-</u>	<u>9,000</u>	<u>9,000</u>
Fund Total	-	(9,000)	(9,000)
Fund Balance, Beginning	<u>40,367</u>	<u>40,367</u>	<u>31,367</u>
Fund Balance, Ending	<u>\$ 40,367</u>	<u>\$ 31,367</u>	<u>\$ 22,367</u>

http://www.porttools.com

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 998 Greater Wyoming Community Alliance CU			
Revenue			
Taxes	\$ -	\$ -	\$ -
Other income	-	32,000	32,000
Interest and Rentals	-	-	-
Revenue Totals	<u>-</u>	<u>32,000</u>	<u>32,000</u>
Expenditures			
Supplies	-	-	-
Other Services and Charges	-	23,000	23,000
Expenditure Totals	<u>-</u>	<u>23,000</u>	<u>23,000</u>
Fund Total	-	9,000	9,000
Fund Balance, Beginning	<u>71,412</u>	<u>71,412</u>	<u>80,412</u>
Fund Balance, Ending	<u>\$ 71,412</u>	<u>\$ 80,412</u>	<u>\$ 89,412</u>

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City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2015 Amended Budget</u>	<u>2015 Estimated Amount</u>	<u>2016 City Council</u>
Fund: 999 Building Authority Blended CU			
Revenue			
Interest and Rentals	7,074,800	7,074,500	-
Revenue Totals	<u>7,074,800</u>	<u>7,074,500</u>	<u>-</u>
Expenditures			
Debt Service	7,083,170	7,072,500	-
Transfers Out	-	-	11,420
Expenditure Totals	<u>7,083,170</u>	<u>7,072,500</u>	<u>11,420</u>
Fund Total	(8,370)	2,000	(11,420)
Fund Balance, Beginning	<u>9,420</u>	<u>9,420</u>	<u>11,420</u>
Fund Balance, Ending	<u>\$ 1,050</u>	<u>\$ 11,420</u>	<u>\$ -</u>

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05/18/15
JRB

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2015-2016 BUDGET FOR THE WYOMING
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Act 197 of 1995, the Downtown Development Authority Act, requires that Downtown Development Authorities annually prepare a budget subject to governing body approval.
2. The Wyoming Downtown Development Authority (DDA) has recommended the attached budget for the Fiscal Year 2015-2016.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the attached Wyoming DDA budget for Fiscal Year 2015-2016.

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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
DDA Budget

Resolution No. _____

RESOLUTION NO. 26

RESOLUTION TO RECOMMEND THE BUDGET FOR THE
CITY OF WYOMING DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE FISCAL YEAR ENDING JUNE 30, 2016

WHEREAS, Public Act 197 of the State of Michigan requires the Director of the Downtown Development Authority to submit a budget to the Board of the Downtown Development Authority, and

WHEREAS, the Director has submitted said budget for recommendation, and

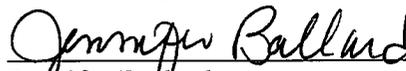
WHEREAS, Public Act 197 further states that said budget must be approved by the City Council of the City of Wyoming prior to adoption by the Board of the Downtown Development Authority; now, therefore,

BE IT RESOLVED, that the revised budget attached hereto and made a part hereof by reference is hereby considered and recommended by the Board of the City of Wyoming Downtown Development Authority for adoption by the City Council of the City of Wyoming.

Boardmember Poll moved, seconded by Boardmember Van der Klok, that the above Resolution be adopted.

Motion carried: Yeas: 5 Nays: 0

I hereby certify that the foregoing Resolution was adopted by the Board of the City of Wyoming Downtown Development Authority, at a meeting held on the 28th day of April, 2015.



Jennifer Ballard
DDA Deputy Secretary

Attachment: Budget

City of Wyoming
Downtown Development Authority
2015-16 Budget Proposals and Justification

Revenue:

- Based on current and last year's investment income, we have budgeted \$500.
- The 2014 DDA Tax Capture is -0- again this year, although we are closer to breaking even since the base was reset. (See attached report from the Treasurer)
- The changes to Personal Property Tax law created a "Small Taxpayer Loss (STL) Reimbursement" payable from the State. The statute only refers to 2013-14 (for which we received \$59,255 which was reported to the Board in January) and 2014-15 (for which we expect approximately the same amount). Even the State Department of Treasury says it is not clear what will happen in future years. I have budgeted \$55,000.

Expenses:

- **Staff - \$-0-**: Historically the DDA paid some of the cost of staff salary who support the DDA (Director, Finance and clerical). The DDA has been unable to fund this since 2011.
- **Administrative Fee**: Fees paid by non-General Fund Departments for general government, building overhead, mailing etc. The DDA has been unable to fund this since 2013.
- **Professional Services, Legal**: **\$1,000** (reduced \$1,500) is budgeted to provide any specialized legal services relating to TIF district.
- **Marketing**: **\$1,000**: A significant reduction from previous years, but design, printing or event supplies for marketing is necessary.
- **Travel, Training**: **\$2,000**. Covers part of the cost of one national marketing event; alternatively, local or regional staff training for retail/commercial development topics.
- **Landscape Maintenance**: **\$35,000** (same) Annual maintenance of grass in the ROW in the DDA, installation, removal and storage of holiday garland. **Note**: We are told the garland needs to be replaced, estimated cost \$7,500.
- **Wyoming Gives Back**: **\$200**. Supplies and marketing materials.
- **Metro Cruise**: **\$2,500**. In light of budget constraints, this expense may need to be reconsidered in this or future years.
- **Pedestrian Light Replacement**: **\$10,000**. We have eight light fixtures on Michael that need replacement because they do not work, and cannot be retrofitted with LED bulbs. Public Works recommended if they can't be repaired, they should be removed. Recommend with the STL reimbursement described above, we use these funds to make these repairs. Even if Michael Avenue is redesigned in the near future, the lights can be reused, relocated, or saved for spare parts.

Budget Worksheet Report

2016 Finance Review

2015 Estimated Amount

2014 Actual Amount

2013 Actual Amount

2012 Actual Amount

Account Number	Description	2012 Actual Amount	2013 Actual Amount	2014 Actual Amount	2015 Estimated Amount	2016 Finance Review
Fund 995	Downtown Development Authority					
Department 000	General Government					
Activity 72800	Economic Development					
860.000	Travel and Training Travel and Training	\$55.55	\$284.95	\$4,839.78	\$2,500.00	\$2,000.00
900.000	Printing & Advertising Printing & Advertising	\$480.17	\$0.00	\$547.40	\$400.00	\$0.00
932.000	Property Maintenance Property Maintenance	\$33,435.49	\$40,191.44	\$28,920.91	\$35,000.00	\$35,000.00
956.000	Other Services Other Services	\$356.55	\$13.36	\$403.10	\$0.00	\$0.00
967.000	Project Costs Project Costs	\$0.00	\$0.00	\$111.89	\$100.00	\$200.00
967.100	Project Costs Acquisitions/Gap Financing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
967.110	Project Costs Banners	\$101.69	\$0.00	\$0.00	\$0.00	\$0.00
967.120	Project Costs Business Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
967.130	Project Costs Christmas Decorations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
967.140	Project Costs Metro Cruise	\$7,000.00	\$3,076.00	\$3,076.00	\$2,500.00	\$2,500.00
967.150	Project Costs Networking/Educational Events	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
967.160	Project Costs Pedestrian Light Pole Replacement	\$0.00	\$0.00	\$0.00	\$16,295.00	\$10,000.00
967.165	Project Costs Mast Arm Signal	\$0.00	\$44,000.00	\$0.00	\$0.00	\$0.00
967.170	Project Costs Realtor Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
967.180	Project Costs Street Trees	\$1,900.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Other Services and Charges	\$117,202.69	\$128,775.02	\$43,339.94	\$67,295.00	\$51,700.00
Debt Service						
991.000	Bond Payments Bond Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE
GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY (GVRBA)
AMENDED BUDGET FOR FISCAL YEAR 2015

WHEREAS:

1. As detailed in the attached Staff Report, the GVRBA Operations Team and Project Manager have prepared a budget amendment for fiscal year 2015.
2. The GVRBA Board of Directors has reviewed and approved the amended GVRBA budget for fiscal year 2015 at its regular meeting held on March 26, 2015.
3. The City of Wyoming is required by the Joint Biosolids Management Project Agreement to approve the amended budget.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the amended Grand Valley Regional Biosolids Authority (GVRBA) budget for fiscal year 2015 in the amount not to exceed \$200,000.
2. That sources be increased by \$200,000 by decreasing fund balance.
3. That expenditures be increased by \$200,000 as follows:
 - a. 7260 Supplies – Polymer; \$100,000
 - b. 8180 Contractual Services; Trucking \$30,000 and Landfill \$70,000
4. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

GVRBA FY2015 Amended Budget Worksheet

GVRBA FY2015 Original Budget Worksheet

Resolution No. _____

STAFF REPORT

Date: April 23, 2015
Subject: Grand Valley Regional Biosolids Authority FY2015 Budget Amendment Approval
To: William Dooley, Director of Public Works
From: Aaron Vis, Environmental Services Inspector
Meeting Date: May 18, 2015

RECOMMENDATION:

It is recommended that the Wyoming City Council approve the FY2015 Amended Budget for the Grand Valley Regional Biosolids Authority (GVRBA), as required by Section 11 of the Joint Biosolids Management Project Agreement between the communities of Wyoming and Grand Rapids.

SUSTAINABILITY CRITERIA:

Environmental Quality: The adoption of the FY2015 Amended Budget assures the continued commitment by the City of Wyoming to maintain the current diversity of residuals disposition options.

Social Equity: The adoption of the FY2015 Amended Budget provides residuals treatment and disposition in a manner that is fair and responsive to all citizens of the community.

Economic Strength: The FY2015 Amended Budget continues to allow an affordable means of biosolids treatment and disposition.

DISCUSSION:

The Operations Team of the GVRBA manages the day-to-day biosolids processing for both communities in accordance with the approved budget. The FY2015 Budget was approved by the GVRBA Board of Directors, City of Grand Rapids, and City of Wyoming in early 2014.

Due to increases in biosolids processing costs, the FY2015 Budget must be amended in order to ensure that biosolids processing continues for the remaining fiscal year. Specifically and related to operations at the dewatering facility, polymer usage has increased necessitating additional funds to finish the fiscal year. Additionally, the increased use of the dewatering facility in July of last year and through this past winter has led to the trucking and landfill funds balances needing to be increased as well.

At the March 26, 2015 GVRBA Board meeting, the Board approved a FY2015 Budget Amendment in the amount of \$200,000. The polymer fund is to receive an additional \$100,000, trucking is to receive an additional \$30,000, and landfill is to receive an additional \$70,000. The funding source for this increase is to come from the cash balance in the GVRBA Operations Fund and does not require additional contributions by the City of Wyoming.

The Joint Biosolids Management Project Agreement requires that any GVRBA Budget or amendment be approved by the Board and each community before considered final. The GVRBA Board has approved the FY2015 Budget Amendment at its March 26, 2015 regular meeting, and the Operations Team of the GVRBA is requesting that the Wyoming City Council approve the same.

BUDGET IMPACT:

Funds for the FY2015 budget amendment will come from the existing GVRBA Operations Fund balance and do not require additional contributions by either the City of Wyoming or the City of Grand Rapids.

<http://www.pdf-tools.com>

A	B	C	D	E	F	G	H	K
1			Information					
2	Annual Biosolids Dry Tons		FY2015	67%	% of	67%		FY14 Actual
3			Budget	current	total	prior	Variance	
4				YTD	budget	year		
5	GRWWTP							
6	Amount sent to landfill		11,949.3	7,762.3	65%	7,821.6	-1%	11,966.9
7		GRWWTP Sub-Total	11,949.3	7,762.3	65%	7,821.6	-1%	11,966.9
8	WCWP							
9	Amount sent to landfill		1,515.3	960.7	63%	1,271.9	-32%	1,963.5
10	Amount applied to land in bulk form		4,258.7	3,037.7	71%	2,686.2	12%	4,292.1
11		WCWP Sub-Total	5,774.0	3,998.4	69%	3,958.1	1%	6,255.6
12		Total	17,723.3	11,760.7	66%	11,779.7	0%	18,222.5
13	Partner Percentage of Total							
14	GRWWTP		67.19%	66.00%	98%			65.67%
15	WCWP		32.81%	34.00%	104%			34.33%
16	Annual Debt Service		\$ 2,097,987.50					
17	Dry Ton Rate		\$ 410.52	\$ 410.27	0%			\$ 374.85
18			Revenue					
19	Cash Balance							
20								
21	Operations (Subfund 592)		\$2,193,005.83					
22	Construction (Subfund 593)							
23		Cash Balance Total	\$ 2,193,005.83					
24	Revenue Requirements		\$ 7,275,670.50					
25	Partner Share of Revenue Requirements							
26	GRWWTP (Monthly = \$407,376.92)		\$ 4,888,523.01	\$ 3,259,015.36	67%	\$ 2,846,516.08	13%	
27	WCWP (Monthly = \$198,928.96)		\$ 2,387,147.49	\$ 1,591,431.68	67%	\$ 1,755,773.44	-10%	
28			Expenses					
29	7260 Supplies							
30	Polymer		\$ 745,000.00	\$ 560,234.44	75%	\$ 463,750.70	17%	\$ 717,366.07
31	Miscellaneous		120,000.00	57,399.00	48%	1,098.89	98%	59,757.39
32		Supplies Sub-Total	865,000.00	617,633.44	71%	464,849.59	25%	777,123.46
33	8180 Contractual Services							
34	Trucking (and compost trucking for FY13,14)		411,182.00	281,710.43	69%	280,753.27	0%	427,863.59
35	Landfill (and compost for FY13,14)		1,131,722.00	795,993.94	70%	755,510.32	5%	1,170,000.80
36	Land Application		1,275,000.00	836,270.62	66%	683,654.93	18%	1,057,463.72
37	GRWWTP O&M Segments 1 & 4		817,133.00	449,984.48	55%	497,257.09	-11%	715,901.42
38	Financial Processing (Grand Rapids Comptrollers)		5,000.00	1,151.29	23%	1,986.26	-73%	4,138.49
39	WCWP O&M Segments 2 & 3		128,700.00	61,692.33	48%	85,180.96	-38%	120,926.46
40	Administration Services (Legal/Audit/Insurance)		35,000.00	28,749.60	82%	28,632.75	0%	33,953.75
41	Centrifuge Service Agreement (Siemens)		6,800.00	-	0%	-	#DIV/0!	6,800.00
42		Contractual Services Sub-Total	3,810,537.00	2,455,552.69	64%	2,332,975.58	5%	3,537,048.23
43	9430 Equipment Rental or Lease							
44	WCWP Storage Tanks		417,146.00	278,133.36	67%	278,133.36	0%	417,200.04
45		Equipment Rental or Lease Sub-Total	417,146.00	278,133.36	67%	278,133.36	0%	417,200.04
46	9800 Capital Improvements							
47	Control Building Safety Remodel		15,000.00	\$ -				
48	Alternative Cake Conveyance System		70,000.00	\$ -				
49		Capital Improvements Sub-Total	85,000.00	-				
50	Debt Service							
51	GRWWTP		1,409,637.80	939,758.56	67%	865,644.88	8%	1,298,467.32
52	WCWP		688,349.70	533,942.64	78%	533,942.64	0%	800,913.96
53		Debt Service Sub-Total	2,097,987.50	1,473,701.20	70%	1,399,587.52	5%	2,099,381.28
54								
55		Expenses Total	\$ 7,275,670.50	\$ 4,825,020.69	66%	\$ 4,475,546.05	7%	\$ 6,830,753.01
56	GRWWTP = City of Grand Rapids Wastewater Treatment Plant							WCWP = City of Wyoming Clean Water Plant
57	MDEQ = Michigan Department of Environmental Quality							O&M = Operation and Maintenance
58	GVRBA = Grand Valley Regional Biosolids Authority							
59								

http://www.gvrba.com

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE GRAND VALLEY REGIONAL
BIOSOLIDS AUTHORITY (GVRBA) BUDGET FOR FISCAL YEAR 2016

WHEREAS:

1. As detailed in the attached Staff Report, the GVRBA Operations Team and Project Manager have prepared a budget for fiscal year 2016 as required by the Joint Biosolids Management Project Agreement.
2. The GVRBA Board of Directors has reviewed and approved the GVRBA budget for fiscal year 2016 at its regular meeting held on March 26, 2015.
3. The City of Wyoming is required by the Joint Biosolids Management Project Agreement to approve the budget prior to the start of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the GVRBA budget for fiscal year 2016 in the amount of \$7,791,796.25.
2. The City Council does hereby approve that the City of Wyoming partner share of the approved amount is to be \$2,879,847.89.

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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
GVRBA FY2016 Budget Worksheet

STAFF REPORT

Date: April 23, 2015
Subject: Grand Valley Regional Biosolids Authority FY2016 Budget Approval
To: William Dooley, Director of Public Works
From: Aaron Vis, Environmental Services Inspector
Meeting Date: May 18, 2015

RECOMMENDATION:

It is recommended that the Wyoming City Council approve the FY2016 Budget for the Grand Valley Regional Biosolids Authority (GVRBA), as required by Section 11 of the Joint Biosolids Management Project Agreement between the communities of Wyoming and Grand Rapids.

SUSTAINABILITY CRITERIA:

Environmental Quality: The adoption of the FY16 Budget assures the continued commitment by the City of Wyoming to provide a diversity of residuals disposition options that are environmentally beneficial including land application (fertilizer) and landfill (energy generation).

Social Equity: The adoption of the FY16 Budget provides residuals treatment and disposition in a manner that is fair and responsive to all citizens of the community.

Economic Strength: The FY16 Budget presents an affordable means of biosolids treatment and disposition, as reflected by the City's commitment to partner with Grand Rapids to produce efficiencies gained by leveraging the resources of both communities.

DISCUSSION:

The Operations Team of the GVRBA is required to develop an annual budget that must be approved by the GVRBA Board of Directors, Wyoming City Council, and Grand Rapids City Commission. Budget development occurred earlier this year. On March 26, 2015, the GVRBA Board of Directors approved the FY16 Budget, necessitating subsequent approval by both communities.

The FY16 Budget includes contractual increases for major expenses such as land application subcontracting, landfill tipping fees, trucking fees and maintenance. Changing solids characteristics also necessitate an increase in polymer use and cost. Capital improvements are anticipated for updating the odor control system at the Wyoming Clean Water Plant and as well as more efficient biosolids pumping at the GVRBA Dewatering Facility.

Per the Joint Biosolids Management Project Agreement, the City of Wyoming is responsible for paying a percentage of the FY16 budget based on volume (dry ton) contribution of the previous year. For the FY16 year, Wyoming must contribute 36.96% towards the GVRBA total budget or \$2,879,847.89. This is approximately \$493,000 more than was required in FY15.

BUDGET IMPACT:

The City of Wyoming required contribution to the GVRBA FY16 budget is \$2,879,847.89. Pending approval of the City of Wyoming FY16 Budget, sufficient funds should exist in the appropriate accounts (590-590-775 and 590-590-740).

<http://www.pdf-tools.com>

	A	B	C	D	E	F	G	N
1	Projected and Historical Dry Ton Production Information							
2	Annual Biosolids Dry Tons			FY2016	FY2015			FY14 Actual
3				Proposed Budget	Budget			
4								
5	GRWWTP							
6		Amount sent to landfill		11,412.0	11,949.3			11,966.9
7			<i>GRWWTP Sub-Total</i>	<u>11,412.0</u>	<u>11,949.3</u>			<u>11,966.9</u>
8	WCWP							
9		Amount sent to landfill		1,200.0	1,515.3			1,963.5
10		Amount applied to land in bulk form		4,975.0	4,258.7			4,292.1
11			<i>WCWP Sub-Total</i>	<u>6,175.0</u>	<u>5,774.0</u>			<u>6,255.6</u>
12			Total	17,587.0	17,723.3			18,222.5
13								
14	Partner Percentage Calculation							
15	Partner Percentage of Total							
16		GRWWTP		63.04%	67.19%			65.67%
17		WCWP		36.96%	32.81%			34.33%
18		Annual Debt Service	\$	2,090,931.25	\$	2,097,987.50		\$
19		Dry Ton Rate	\$	443.04	\$	410.52		\$
20								374.85
21	Revenue							
22	Cash Balance							
23		Operations (Subfund 592)		\$2,067,272.31	\$2,242,110.61			
24		Construction (Subfund 593)						
25			<i>Cash Balance Total</i>	<u>\$ 2,067,272.31</u>	<u>\$ 2,242,110.61</u>			
26		Revenue Requirements	\$	7,791,796.25	\$	7,275,670.50		
27	Partner Share of Revenue Requirements							
28		GRWWTP (Monthly = \$409,329.03)	\$	4,911,948.36	\$	4,888,523.01		\$
29		WCWP (Monthly = \$239,987.32)	\$	2,879,847.89	\$	2,387,147.49		\$
30								4,269,774.08
31								2,633,660.17
32	Expenses							
33	7260	Supplies						
34		Polymer		894,000.00	\$	745,000.00		\$
35		Miscellaneous		150,000.00		120,000.00		717,366.07
36			<i>Supplies Sub-Total</i>	<u>\$ 1,044,000.00</u>	<u>\$ 865,000.00</u>			<u>59,757.39</u>
37	8180	Contractual Services						777,123.46
38		Trucking		480,000.00		411,182.00		427,863.59
39		Landfill		1,336,500.00		1,131,722.00		1,170,000.80
40		Land Application		1,333,557.00		1,275,000.00		1,057,463.72
41		GRWWTP O&M Segments 1 & 4		825,000.00		817,133.00		715,901.42
42		Financial Processing (Grand Rapids Comptrollers)		5,000.00		5,000.00		4,138.49
43		WCWP O&M Segments 2 & 3		85,252.00		128,700.00		120,926.46
44		Administration Services (Legal/Audit/Insurance)		35,000.00		35,000.00		33,953.75
45		Centrifuge Service Agreement		9,410.00		6,800.00		6,800.00
46			<i>Contractual Services Sub-Total</i>	<u>\$ 4,109,719.00</u>	<u>\$ 3,810,537.00</u>			<u>3,537,048.23</u>
47	9430	Equipment Rental or Lease						
48		WCWP Storage Tanks		417,146.00		417,146.00		417,200.04
49			<i>Equipment Rental or Lease Sub-Total</i>	<u>\$ 417,146.00</u>	<u>\$ 417,146.00</u>			<u>417,200.04</u>
50	9800	Capital Improvements						
51		Alternative Cake Conveyance System (FY16)		80,000.00				
52		Odor System Updates (FY16)		50,000.00				
53		Control Building Safety Remodel (FY15)				15,000.00		
54		Alternative Cake Conveyance System (FY15)				70,000.00		
55			<i>Capital Improvements Sub-Total</i>	<u>\$ 130,000.00</u>	<u>\$ 85,000.00</u>			
56	Debt Service							
57		GRWWTP		1,318,123.06		1,409,637.80		1,298,467.32
58		WCWP		772,808.19		688,349.70		800,913.96
59			<i>Debt Service Sub-Total</i>	<u>\$ 2,090,931.25</u>	<u>\$ 2,097,987.50</u>			<u>2,099,381.28</u>
60			Expenses Total	\$ 7,791,796.25	\$ 7,275,670.50			\$ 6,830,753.01
61	GRWWTP = City of Grand Rapids Wastewater Treatment Plant				WCWP = City of Wyoming Clean Water Plant			
62	MDEQ = Michigan Department of Environmental Quality				O&M = Operation and Maintenance			
63	GVRBA = Grand Valley Regional Biosolids Authority							

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2015-2023
STREET AND UTILITY CAPITAL IMPROVEMENT PROGRAM

WHEREAS:

1. The City of Wyoming has updated the nine-year Street and Utility Capital Improvement Program.
2. The Capital Improvement Program provides staff direction on project development.
3. The proposed program has been reviewed with the City Council.
4. The program is reviewed, revised and updated by the City Council on an annual basis.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the 2015-2023 Street and Utility Capital Improvement Program.

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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

2015-2023 Street and Utility Capital Improvement Program

MEMORANDUM

DATE: April 9, 2015
TO: Curtis L. Holt, City Manager
FROM: William D. Dooley, Director of Public Works
SUBJECT: Annual Street and Utility Capital Improvement Program

An updated copy of the Street and Utility Capital Improvement Program is attached for you and the City Council to review. Many of the project schedules and cost estimates have been revised. This nine-year program totals approximately \$168 million, including \$69 million for ongoing debt service.

Street Improvements

If this CIP is adopted, Wyoming will invest \$22 million, or \$2.5 million per year, in street resurfacing. Approximately 23% of this amount will come from federal transportation funding. Another \$5 million will come from state motor fuel tax revenue. In order to adequately maintain the City's 650 lane miles of major and local streets, however, Wyoming needs to double its investment to approximately \$5 million each year.

Besides resurfacing, there are six street segments which are scheduled for construction or reconstruction:

- Division Avenue from 54th Street to 60th Street \$0.9 million (Wyo. share)
- Crescent Street from 28th Street to Michael Avenue \$1.5 million
- 56th Street from Ivanrest to Byron Center Avenue \$2 million
- 54th Street from Clyde Park Avenue to US 131 \$1 million
- Gezon Parkway from Burlingame to the East \$0.8 million
- Ivanrest Avenue from the North City Limit to 56th Street \$1.6 million

Wyoming has two current street bonds, both of which will be retired within the next nine years.

Stormwater Improvements

This proposed CIP includes \$1.7 million for storm water improvements. Roughly half of this amount, or \$920,000, is designated for new trunk sewers in the area southeast of 56th Street and Wilson Avenue.

Sanitary System Improvements

Wyoming will need to avoid issuing any new sewer bonds during the next nine years in order to meet its bond coverage obligations. With this in mind, capital improvements in the sewer fund will be limited to \$17.3 million, including the following projects:

- Sanitary Sewer Slip Lining \$4.9 million
- CWP Capital (*see attached list*) \$11.7 million
- CWP SCADA System Upgrade \$0.5 million
- Lift Station Grinder Pumps \$0.2 million

The annual sewer debt service will average \$3.3 million through 2023.

Water System Improvements

Approximately \$42 million in water system improvements are planned for the next nine years. These will be financed with working capital and Ottawa County contributions. This amount is divided as follows:

- Water Main Replacement \$12 million
- WTP Capital (*see attached list*) \$30 million

Wyoming currently has nine outstanding water revenue bonds. Six of these bonds will be retired within the next nine years.

Attachments:

Updated CIP
CWP Capital List
WTP Capital List

<http://www.pdf-tools.com>

Revenues and Expenditures (\$000)

	Fiscal Year										Total	
		14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	20-23		
	Fund	CP 2015	CP 2016	CP 2017	CP 2018	CP 2019	CP 2020	CP 2021	CP 2022	CP 2023		
REVENUES AND OTHER SOURCES	Millage Rate	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57		
SSWI Millage		3,020	3,060	3,090	3,120	3,150	3,180	3,210	3,250	3,280	28,360	
Interest		20	30	30	30	30	30	30	30	30	260	
Act 51 Funding (Major Street Fund)		850	1,000	1,000	1,000	1,000	1,000	0	0	0	5,850	
Federal Funding (STP, EDF-C, CMAQ)		900	1,140	2,300	0	0	1,000	1,000	1,000	1,000	8,340	
Federal/State Grants (Bridge, EDF-A)		0	0	0	0	0	0	0	0	0	0	
Other Sources (Ottawa Co. & Reimbursements)		910	640	400	2,580	1,090	1,160	130	4,730	130	11,770	
Special Assessments (Sidewalk)		50	0	50	0	0	0	0	0	50	150	
Street - Revenue (MTF) Bonds		0	0	0	0	0	0	0	0	0	0	
Sewer - Revenue Bonds		0	0	0	0	0	0	0	0	0	0	
Sewer - Working Capital		1,710	1,370	1,830	500	500	3,600	700	700	6,400	17,310	
Sewer - Debt Service		3,246	2,778	2,864	3,094	3,460	3,473	3,474	3,481	3,483	29,353	
Water - Revenue Bonds		0	0	0	0	0	0	0	0	0	0	
Water - Working Capital		2,900	2,510	5,200	4,620	2,710	2,740	1,370	7,470	1,370	30,890	
Water - Debt Service		4,819	4,646	3,675	3,751	3,818	3,810	3,807	3,796	3,225	35,347	
Stormwater Development Fees		20	0	0	0	0	0	0	0	0	20	
Totals		18,445	17,174	20,439	18,695	15,758	19,993	13,721	24,457	18,968	167,650	
EXPENDITURES												
Administration Fee to General Fund		150	290	330	350	270	240	310	240	200	2,380	
Engineering		510	520	530	540	550	560	570	580	590	4,950	
Streets		3,830	4,050	4,000	3,400	3,000	3,700	3,050	2,500	3,600	31,130	
Stormwater Systems		940	100	400	0	0	200	0	0	100	1,740	
Sanitary Sewer		1,710	1,370	1,830	500	500	3,600	700	700	6,400	17,310	
Water		3,300	3,000	5,600	7,200	3,800	3,900	1,500	12,200	1,500	42,000	
Debt Service (Street Projects)		615	609	613	529	421	418	419	425	430	4,479	
Debt Service (Sewer Projects)		3,246	2,778	2,864	3,094	3,460	3,473	3,474	3,481	3,483	29,353	
Debt Service (Water Projects)		4,819	4,646	3,675	3,751	3,818	3,810	3,807	3,796	3,225	35,347	
Totals		19,120	17,363	19,842	19,364	15,819	19,901	13,830	23,922	19,528	168,689	
Excess, -Deficiency		(675)	(189)	597	(669)	(61)	92	(109)	535	(560)	(1,039)	
Fund		CP 2015	CP 2016	CP 2017	CP 2018	CP 2019	CP 2020	CP 2021	CP 2022	CP 2023		
Fund Balance		1,540	865	676	1,273	604	543	635	526	1,061	501	(1,039)

Project Expenditures (\$000)

Project Number/Title	Fiscal Year									Total																																										
	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	20-23																																											
Fund	CP 2015	CP 2016	CP 2017	CP 2018	CP 2019	CP 2020	CP 2021	CP 2022	CP 2023																																											
1 Resurfacing	560	1,410	1,000	3,400	3,000	1,700	2,000	1,500	2,000	16,570																																										
(Federal Funding Amount)	900	1,140				1,000	1,000	1,000		5,040																																										
2 Re-appropriated Projects	1,520									1,520																																										
3 Signal Upgrades						200	50			250																																										
4 Division Ave, 54th - 60th (Wyo share)	850									850																																										
5 Crescent Drive (28 West)		1,500								1,500																																										
6 56th St, Ivanrest to Byron Center				2,000						2,000																																										
7 54th St, Clyde Pk to US131				1,000						1,000																																										
8 Gezon Parkway, East of Burlingame						800				800																																										
9 Ivanrest, NCL to 56th									1,600	1,600																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"><i>Signal Upgrades:</i></th> <th colspan="5"><i>Federal Resurfacing Detail</i></th> </tr> <tr> <th></th> <th><i>FY</i></th> <th><i>Fed</i></th> <th><i>Wyo</i></th> <th><i>Total</i></th> <th></th> </tr> </thead> <tbody> <tr> <td>2020 - Burton & Burl (100)</td> <td>2015</td> <td>900</td> <td>560</td> <td>1,430</td> <td>Roger B Chafee</td> </tr> <tr> <td>2020 - Burton & Godfrey (50)</td> <td>2016</td> <td>450</td> <td>150</td> <td>600</td> <td>Clyde Pk, Burton to 28</td> </tr> <tr> <td>2020 - Burton & Cleveland (50)</td> <td>2016</td> <td>340</td> <td>110</td> <td>450</td> <td>Clyde Pk, 54 to 60</td> </tr> <tr> <td>2021 - 36th & Burl (50)</td> <td>2016</td> <td>350</td> <td>150</td> <td>500</td> <td>Inter-Urban Trail</td> </tr> <tr> <td></td> <td></td> <td>2,040</td> <td>970</td> <td>2,980</td> <td></td> </tr> </tbody> </table>											<i>Signal Upgrades:</i>	<i>Federal Resurfacing Detail</i>						<i>FY</i>	<i>Fed</i>	<i>Wyo</i>	<i>Total</i>		2020 - Burton & Burl (100)	2015	900	560	1,430	Roger B Chafee	2020 - Burton & Godfrey (50)	2016	450	150	600	Clyde Pk, Burton to 28	2020 - Burton & Cleveland (50)	2016	340	110	450	Clyde Pk, 54 to 60	2021 - 36th & Burl (50)	2016	350	150	500	Inter-Urban Trail			2,040	970	2,980	
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TOTALS	3,830	4,050	4,000	3,400	3,000	3,700	3,050	2,500	3,600	31,130																																										
Federal Funding (STP, EDF-C, CMAQ)	900	1,140	2,300			1,000	1,000	1,000	1,000	8,340																																										
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Other Sources (Borderline streets)	510	150								660																																										
Special Assessments (sidewalk)	50		50						50	150																																										
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Street Revenue (MTF) Bonds										0																																										
Act 51 Funding (Major Street Fund)	850	1,000	1,000	1,000	1,000	1,000				5,850																																										
CIP Fund Cash	1,520	1,760	650	2,400	2,000	1,700	2,050	1,500	2,550	16,130																																										

CWP CIP List

Item		Total \$1,000's	CIP FY
1	Upgrade Blowers (2)	600	2016
2	Sludge Blanket Indicator System (8)	40	2016
3	Ammonia Control System	10	2016
4	Replace RTUs & Boilers (admin building)	400	2016
5	Bumper Crane	20	2016
6	Lab Instrument	50	2016
7	Replace RTU (maintenance shop)	10	2016
8	Replace RTU (V building)	10	2016
9	Upgrade Cake Pumps	30	2016
10	Upgrade Chlorinators (3)	30	
		1,200	
11	Upgrade Final Clarifiers (5 & 6)	3,000	2020
12	Upgrade WAS Pumps (5 & 6)	30	2020
13	Replace RAS Pumps (old gallery)	70	2020
		3,100	
14	New UV Disinfection	4,000	2023
15	Reaeration after UV	500	2023
16	New Centrifuge	1,200	2023
		5,700	
17	Upgrade Maint & Sample Dropoff Areas	200	
18	Replace Snow Blower/Lawn mower	30	
19	Upgrade Centrifuges (2)	900	
20	Upgrade Old Aeration Basins (2030)	12,000	
21	Replace Drain Line (main bldg & truck bay)	50	
22	Upgrade Effluent Water System	100	
23	Upgrade Entrance Gates, Loops & Readers	100	
24	New Mag Meter Valves (6) - 16"	10	
25	Replace Carbon Scrubbers (with chem scrubbers)	500	
26	Upgrade RAS & WAS Pumps (new finals)	100	
27	Replace Overhead Doors (truck bay)	50	
28	Replace Flow Meters	50	
29	Expand Parking (south lot)	50	
30	New Circulation Fans (pipe gallery)	10	
31	New Equipment Storage	200	
32	New Bar Screen	250	
33	Expand Truck Bay	150	
34	Expand Parking (west)	50	
		14,800	

http://www.pdf-tot.com

WTP CIP List -- Capital

Item	Description		Total	Ottawa Co	Wyoming	CIP
			\$1,000's	\$1,000's	\$1,000's	FY
1	NTF	Replace NTF & High Service Roofs	210	90	120	2015
2	Low Service	VFD for Pump 3	250	110	140	2015
			460	200	260	
3	Low Service	Replace Sluice Gate Operators	100	40	60	2016
	Wyoming	Repair Valve Actuators (44th and Burlingame)	100		100	2016
	STF	Replace Transfer Pump Check Valves (3)	150	60	90	2016
	Gezon	Valve and Rebuild for Pump 7	200		200	2016
4	STF	Replace Heating System - Sed Basins	120	50	70	2016
	NTF	Replace Boiler Lines	180	80	100	2016
	NTF	Add and Upgrade Domestic Waterlines	100	40	60	2016
5	STF	Replace Bry-Air (Drum Only)	60	30	30	2016
	STF	Additional Bry-Air Systems	250	110	140	2016
6	WTP	Replace Turbidity Meters	70	30	40	2016
7	STF	Backup NaOCl Pump	40	20	20	2016
8	Gezon	Replace Switchgear	350		350	2016
9	Pipeline	Upgrade Cathodic Protection	60	30	30	2016
			1780	490	1290	
10	Gezon	Repaint Elevated Tank	530		530	2017
11	Low Service	Intake Line	6,000	2580	3420	2018
12	Low Service	Rebuild Switchgear	180	80	100	2017
13	NTF	Additional Reclaim Basin Sluice Gates & Valve	30	10	20	2017
14	NTF	Replace Surge Protection Valves	70	30	40	2017
			6810	2700	4110	

15	Gezon	5MG Storage Tank [replacement for Burlingame]	2,700		2700	2017
16	Gezon	Replace Bry-Air System	50		50	2017
17	High Service	Replace Bry-Air System	50	20	30	2017
18	Hook Tank	Inspection and Painting	120		120	2017
19	NTF	Replace Bry-Air System - Filters	50	20	30	2017
20	NTF	Replace Bry-Air System - Garage	50	20	30	2017
21	NTF	Replace Bry-Air System - Raw Water	50	20	30	2017
22	NTF	Renovate Filter Gallery	200	90	110	2017
23	STF	Replace Fluoride Flow Meters & Piping	30	10	20	2017
24	STF	Additional Reclaim Pump	70	30	40	2017
25	WTP	Replace 5MG Storage Tank	2,700	1160	1540	2020
26	WTP	Tank Farm Containment	100	40	60	2017
27	WTP / Gezon	Fall Protection - Ground Storage Tanks	60	30	30	2017
28	Gezon	Replace Turbidity Meters	10	0	10	2017
29	WTP	Replace pH Probe	10	0	10	2017
30	NTF	Replace Isolation Valves & Reclaim Pumps	70	30	40	2017
			6250	1440	4810	

31	Hook Tank	Perimeter Fencing	20	10	10	2019
32	WTP	Perimeter Fencing	500	220	280	2019
33	WTP	Renovate Filters 1-12	2,000	860	1140	2019
34	WTP	Two Generators	2,000	860	1140	
35	High Service	VFD for 1500hp or 2250hp Pump	300	130	170	
36	Low Service	Underground Cable and Transformers	1,000	430	570	
37	STF	Upgrade Sludge Polymer Application System	50	20	30	
38	WTP	Dedicated Sludge Transfer Pump (Moyno)	30	10	20	
39	WTP	5MG Storage Tank	2,700	1160	1540	
40	NTF	Renovate South Clarifier	700	300	400	
41	Gezon	Replace Transformer	0	0	0	
			9,300	4000	5300	
42	Low Service	Pump Station	9,000	3870	5130	
43	Pipeline	Booster Pump Station	11,000	4730	6270	2022

Annual Totals			
Total	Ottawa Co	Wyoming	FY
920	400	520	2015
1,780	490	1,290	2016
4,360	400	3,960	2017
6,000	2,580	3,420	2018
2,520	1,090	1,430	2019
2,700	1,160	1,540	2020
0	0	0	2021
11,000	4,730	6,270	2022
0	0	0	2023
29,280	10,850	18,430	

RESOLUTION NO. _____

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to the following Sections:

Section II – Building Inspections Department
Section IV – Engineering Department

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Proposed Fee Schedule

Resolution No. _____

Staff Report

Date: May 11, 2015
Subject: Fee Change – Testing and Chlorination Rates
From: Russ Henckel, Assistant Director of Public Works - Engineering
Meeting Date: May 18, 2015

Recommendation:

Staff recommends adding watermain testing and chlorination rates to the Fee Schedule. By establishing consistent rates published in the fee schedule, contractors bidding watermain work will more accurately account for watermain testing during the bidding process.

Sustainability Criteria:

Environmental Quality – This study will not impact Environmental Quality.

Social Equity – This study will not impact Social Equity.

Economic Strength – This study will not impact Economic Strength.

Discussion:

Contractors bidding on private or public water mains within the City of Wyoming are required to use City crews to perform tests on the new water main prior to permanent connection to the water system. The cost of the testing and chlorination process is often billed to the contractor depending if the project is a private project or public project. The Engineering Department would like to add testing and chlorination hourly rates to the Fee Schedule to allow contractors to more accurately estimate their testing costs when bidding projects. The rates are based upon a typical crew that would respond to test the watermain.

For testing and chlorination of water mains, please use the following rates:

Standard Rate:	\$135.00/hr
Overtime Rate:	\$150.00/hr
Double time Rate:	\$180.00/hr

Budget Impact:

There is no impact or change to the budget.

II - BUILDING INSPECTIONS DEPARTMENT

APPEALS:

Construction Board of Appeals	\$ 350.00
Housing Board of Appeals	200.00
Zoning Board of Appeals	
Residential (one - and two-family) and accessory uses	275.00
All other uses	525.00
Interpretations	250.00
Special meeting (requested by petitioner)	300.00

For the purpose of computing fees based on valuation, all construction cost other than for residential buildings, including underground and surface improvements, shall be based upon the value of cost of a building project as determined by the contract price, including all subcontracts such as electrical, plumbing, mechanicals, parking lots, etc. The building applicant shall present evidence of these costs to the Building Official.

Fee for work without a permit:

If any work is commenced before a permit is obtained, an administrative investigation and process fee equivalent to 200% of the appropriate fee set forth herein shall be paid to the City before a permit is issued.

BUILDING PERMITS:

Commercial, industrial, and multi-family estimated construction value/permit formula:

Base Fee – first \$1,000 of value	60.00
\$1,000 - \$15 million cost – base fee & \$7.00 per \$1,000 value, plus 25% plan review	
\$15 million and over cost – use above rate, and then add \$5 per \$1,000 valuation and 20% plan review for balance of project value	

Construction costs for residential valuation computation (per sq. ft.)

1st Floor (including one bath)	70.00
2nd Floor	65.00
Unfinished walkout	2,000.00
Finished walkout area	25.00
Porches and decks (per sq. ft.)	15.00
Attached accessory buildings, garage, etc.	20.00
Detached accessory buildings, garage, etc. (more than 120 sq. ft.)	22.00
Fireplace chimney with one fireplace	2,000.00
Additional fireplace on same chimney	750.00
Extra full bath	3,500.00
Extra half bath	2,500.00

Miscellaneous building/land use fees:

Modular homes in parks	150.00
Sign permits (per sign):	
Pedestrian sign (annual)	35.00
Permanent	100.00

Portable (per week)	35.00
Temporary Signs (per week)	35.00
-including trailer mount, banners, flags, streamers, flags, streamers, balloons	
-for specific requirements see City Zoning Code Chapter 90, Article XXIII Signs	

Swimming Pools:

Bonding and insurance fees related to Section 1906.1 of the City Code follow:

Construction bond	1,000.00
Insurance (City named as additional insured)	\$200,000.00
Swimming Pools (above ground)	90.00
Swimming Pools (in ground)	140.00

Gasoline, explosive oils and naphtha storage tank installation	140.00
Gasoline station storage tank permits (abandoned or closed gas stations, per tank)	70.00
Initial license	700.00
Annual renewal	350.00
Peat mining	
Initial license	700.00
Annual renewal	350.00
Zoning compliance letter	25.00

Extra Inspection: fees and deposits

1. Extra inspection fees and deposits shall apply only to projects where the building permit is issued for \$250,000 or less of construction value as determined by the Code. Permits for residential barrier free entry ramps and residential siding installations are exempt from deposits.
2. "Extra inspection" shall mean any building inspection in addition to the inspections listed below:
 - a. Residential house, addition and alteration permits: foundation rough-in, final, plus one additional;
 - b. Residential garage, pools, and miscellaneous permits: 2 inspections;
 - c. Commercial/industrial/multi-family permits: foundation, rough, firestop, final plus one addition; and
 - d. Sign permits: 2 inspections.
3. A fee of \$40.00 shall be charged for each extra inspection.
4. A fee of \$60.00 per inspection shall be charged for requested inspections where no permit is required.
5. Deposits for extra inspection fees:

Each building permit applicant shall pay a \$120.00 deposit in addition to any permit fees. The deposit will be held by the City and shall be refunded at the close of the permit if extra inspections are not required. Any extra inspections shall be charged against the deposit

balance (at a rate of \$40.00 per inspection). If the balance becomes zero, the City may issue a stop-work order until an additional deposit of \$120.00 is paid. Expired permits and occupancy or use prior to receiving final approval or a Certificate of Occupancy shall result in forfeiture of the deposit.

6. Under special circumstances, an inspector, with the approval of the Chief Inspector, may waive an extra inspection fee.

Electrical Permits:

Electrical Application fee (Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Each additional Inspection	40.00
Minimum fee, new construction	
Single-family (this fee covers all wiring installed) (MI Residential Code, includes three inspections)	200.00
Special Inspection (per hour for carnival, fair, event, etc.)	60.00
Conduit or grounding only	45.00
Written report (per hour)	60.00
Certificates	60.00
Hazardous Location Doubles Permit Total Fee	double
Services and subpanels	
Meter Set or Mast Repair	10.00
Temporary Service (each location)	17.00
Up to 200 Amp	17.00
Over 200 – thru 600 Amp	30.00
Over 600 – thru 1000 Amp	60.00
Over 1000 Amp / GFPE / Over 600-V	100.00
Alternative Power (Solar, Wind, etc)	
System and first 10 KW	40.00
Each additional 1 KW	4.00
Fire Alarms	
System and up to 10 devices	60.00
Each additional device	6.00
Circuits of wiring	
General Branch Circuit	10.00
Lighting branch Circuit	10.00
Addition, alteration, repair existing, replace per 25 devices or lighting	10.00
Electric Range	10.00
Electric Dryer	10.00
A/C	10.00
Furnace	10.00
Microwave	10.00
Electric Water Heater	10.00
Vehicle Charging Station	20.00
Heating Device (per 5000 Watts)	10.00
Pool/Hot Tub (bonding, motor, light and includes 2 inspections)	60.00
Other Fixed Appliances	10.00
Signs	
Illuminated signs, per circuit	20.00

Neon Trans / LED power supplies (per unit)	20.00
Bus Ducts and Feeders	
Feeders (per 50')	11.00
Bus Duct (per 50')	11.00
Motors, Generators, Transformers (per HP or KVA)	
Up to 5 HP/KVA	10.00
Over 5 – thru 75 HP/KVA	25.00
Over 75 HP/KVA	50.00
1. Electrical contractor's license, \$60 for term of license.	
2. Facility Contractors License \$60 for term of license.	
3. Fire alarm contractor, \$60 for term of license.	
4. Sign specialty contractor, \$60 for term of license.	
Mechanical (Heating, Cooling, Air Conditioning) Permits:	
Mechanical Application fee (Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Commercial	
Underground Inspection	40.00
Rough-In Inspection	40.00
Final Inspection	40.00
Additional Inspections	40.00
A/C, Refrigeration Self-Contained	20.00
A/C Refrigeration Split System	30.00
Chillers	95.00
Chimney Factory Built / Chimney Liner	30.00
Compressors	45.00
Condensers	45.00
Cooling Towers	45.00
Evaporator Coils	30.00
Gas/Oil Burning Equipment/Roof Top Unit	35.00
Heaters (unit, space, water, gas logs, gas fireplace)	15.00
Kitchen Hoods (add duct work)	30.00
Solar Equipment Panels (including piping)	25.00
Solid Fuel Equip. (wood or fireplace stoves)	30.00
Tanks	13.00
Testing	40.00
Ventilation Units and Exhaust fans	
1 to 2,000 CFM	7.00
2,001 CFM to 10,000 CFM	35.00
Over 10,000 CFM	65.00
Air Handler Units	
1 to 2,000 CFM	20.00
2,001 CFM to 10,000 CFM	40.00
Over 10,000 CFM	65.00
Miscellaneous Commercial	
Air Cleaners and Humidifiers	10.00
ERV or HRV	10.00
Heat Pumps or VAV Boxes	10.00

PTACS	10.00
Commercial & Residential (based on each item bid price) Ductwork, Fire Suppression, Gas Piping, and Process Piping	
Bid Price under \$3,000	30.00
\$3,000 - \$7,999	40.00
\$8,000 - \$10,999	55.00
\$11,000 - \$15,000	70.00
Over \$15,000	(\$70.00 plus \$11 for each \$3,000 over \$15,000)
Residential	
Final Inspection	40.00
Additional Inspections	40.00
Air Conditioning Units	30.00
Bath and Kitchen Exhaust Fans	5.00
Chimneys Factory Built Class A	10.00
Chimney Liners	5.00
Heaters (unit, space, gas logs, gas fireplace)	15.00
Heating System (furnaces add ductwork)	50.00
Humidifiers	5.00
Solid Fuel Equip. (wood or fireplace stoves)	20.00
Water Heaters (new construction)	5.00
Residential Replacement Equipment	
Air Conditioning Units / Heat Pumps	20.00
Furnaces	20.00
Water Heaters	5.00
1. Mechanical contractor's license, \$15.00 for term of license.	
Plumbing Permits:	
Plumbing Application Fee (Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Each additional Inspection	40.00
Schedule of Plumbing Equipment	
Backflow Preventer	5.00
Backwater Valve	5.00
Bath Tub / Shower	5.00
Catch Basin, Sump, Roof Drain	5.00
Dishwashing Machine	5.00
Drinking Fountain	5.00
Floor Drain	5.00
Garbage Disposal	5.00
Grease Trap, Oil Separator	5.00
Laundry Tray, Stand Pipes	5.00
Lavatory	5.00
Lawn Sprinkler	5.00
Refrigerator, Ice Machine, Water Connected Appliances	5.00
Sink, 3 Compartment Pot & Pan	5.00
Sink, Kitchen	5.00
Sink Slop/Service	5.00
Stacks: Soil, Waste, Vent, Re-Vent	5.00
Urinal	5.00

Water Heater	5.00
Water Closet	5.00
Water Distribution Pipe Interior	
3/4" Water Distribution	6.00
1" Water Distribution	10.00
1 – 1/4" Water Distribution	20.00
1 – 1/2" Water Distribution	25.00
2" Water Distribution	30.00
Over 2" Water Distribution	35.00
Medical Gas – License Required	
Medical Gas Piping (per outlet)	5.00
Medical Gas Systems	50.00
Exterior Work Only	
Storm Sewer	60.00
Water Service	60.00
Sanitary Sewer	60.00

1. Plumbing license registration, Master \$15.00 for term of license.

Rental Inspection Fees	
Per unit for inspection	98.00
Per unit for re-inspection	80.00
Rental properties with 4 or more rental units:	
Initial inspection fee, per unit inspected	118.00
Re-inspection fee, per unit inspected	90.00
Rental properties with less than 4 rental units:	
Initial inspection fee, per unit inspected	175.00
Re-inspection fee, per unit inspected	111.00
Unregistered or uncertified rental properties	500.00
Vacant Building fees:	
Vacant building inspection	50.00
Vacant or Abandoned Residential Repair Permit (six month permit)	275.00

IV – ENGINEERING DEPARTMENT

Administrative Fees

Preparation of Lien Contract	\$50.00
Preparation of Restrictive Covenant (waived when prepared in connection with special assessment roll)	\$100.00
Preparation or review of Easements	\$200.00

General Engineering Fees

Fire Lines	
Based on Construction	4.00%
Minimum Fee	\$150.00

Testing and Chlorination of water mains

Standard Rate	\$135.00/hr
Overtime Rate	\$150.00/hr
Double time Rate	\$180.00/hr

Subdivision Inspection

Based on Construction Cost	4.00%
Minimum Fee	\$150.00

Standard Special Assessment Rates

Whenever the City Council decides to levy Special Assessment to defray the costs of any improvements, the following Standard Special Assessment Rates shall govern:

Street

Rural Improvement – Residential	\$41.50 lf
Full Improvement – Residential	\$66.90 lf
Full Improvement – Commercial	\$84.40 lf

Sanitary Sewer

Main – Residential	\$27.40 lf
Main – Commercial	\$40.20 lf

6 inch service	\$1,790.00 ea
8 inch service	\$2,610.00 ea

Watermain

Main – Residential	\$17.00 lf
Main – Commercial	\$20.40 lf

1 inch service	\$1,030.00 ea
1 ½ inch service	\$1,030.00 ea
2 inch service	\$1,200.00 ea
6 inch service	\$2,930.00 ea
8 inch service	\$3,560.00 ea

Storm Sewer

12 inch lateral	\$1,180.00 ea
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15 inch lateral	\$1,510.00 ea
18 inch lateral	\$1,650.00 ea

Sidewalk

4 inch - Residential	\$13.10 lf
6 inch - Commercial	\$18.20 lf
8 inch - Industrial	\$21.40 lf

Drive Approach

Standard 4 inch - Residential	\$22.50 sy
Standard 8 inch - Commercial	\$33.10 sy
Standard 8 inch - Industrial	\$38.00 sy

Curb Return	\$2,080.00 ea
Tapered Curb Return	\$3,700.00 ea

Stormwater Fees

<u>Percent Impervious</u>	<u>Stormwater Fee (\$/AC)</u>
5%	\$ 1,690.00
10%	1,830.00
15%	1,970.00
20%	2,120.00
25%	2,260.00
30%	2,400.00
35%	2,540.00
40%	2,690.00
45%	2,830.00
50%	2,970.00
55%	3,110.00
60%	3,260.00
65%	3,400.00
70%	3,540.00
75%	3,680.00
80%	3,830.00
85%	3,970.00
90%	4,110.00
95%	4,250.00
100%	4,400.00

Street Permits

Minimum Insurance Policy Requirements Per Policy

General Liability Coverages (Occurrence/Aggregate)	\$1,000,000/\$2,000,000
Automotive Liability/Combined Single Limit	\$1,000,000
Workers Compensation	\$500,000
Policy must name the City of Wyoming as Additional Insured	

Banners and Signs over right-of-way	\$40.00
Building Mover's Permit	\$100.00
Moving Oversized objects, less than 13 feet in width (per occurrence)	\$10.00
Moving Oversized objects, greater than 13 feet in width (per occurrence)	\$25.00
Moving Overweight objects (per occurrence)	\$75.00
Work performed outside of normal working hours requiring City Supervision	Actual Cost
Drive Culverts (City Installed)	Actual Cost
Underground Utilities (parallel to centerline)	
Per lineal Foot	\$0.20
Minimum Fee	\$125.00
Residential Drive Approach Construction	
Concrete	\$85.00
Asphalt	\$30.00
Reconstruction	\$20.00
Drive Removal (if performed separate from new Construction)	\$25.00
Landscaping Grades	\$50.00
Drive Grade Stakes (Only)	\$50.00
Commercial Drive Approach Construction	
Flared	\$145.00
Radius	\$220.00
Tapered	
Based on Construction Cost	4%
Minimum Fee	\$150.00
Reconstruct	\$50.00
Drive Removal (if performed separate from new Construction)	\$25.00
Sidewalk Construction	
New Construction	\$125.00
Reconstruction (>50 feet)	\$20.00
ADA Ramps	\$130.00
Restaking	\$50.00
Street Opening	\$350.00
Jack and Bore R.O.W	\$100.00
Traffic Closure (Detour)	\$350.00
Parkway Opening	\$45.00
Storm Sewer	\$25.00
Utility connection	\$25.00
Resurfacing Pavements	
Asphalt	Actual Cost plus 25%
Concrete	Actual Cost plus 25%
All street opening patches shall be replaced by a qualified Contractor or by the City of Wyoming (at the expense of the applicant)	
Miscellaneous	
All work within the right-of-way not covered in the above fees	\$25.00
Sign return	
For return of each sign removed from public property	\$5.00
Portable Basketball Hoop (PBH) Return	
For return of each PBH removed from public property	\$25.00

Telecommunications Permit
Telecommunications providers permit

\$500.00

<http://www.pdf-tools.com>

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO
EXECUTE AN EMPLOYMENT AGREEMENT WITH THE DEPUTY DIRECTOR
OF FIRE SERVICES AND AN ASSOCIATED LETTER OF UNDERSTANDING
WITH THE CITY OF EAST GRAND RAPIDS

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated an employment agreement with the Deputy Director of Fire Services.
4. The City Manager has negotiated a Letter of Understanding with the with the City of East Grand Rapids related to the health insurance for the Deputy Director of Fire Services.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Deputy Director of Fire Services.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.
3. The City Manager is authorized to execute a Letter of Understanding with the City of East Grand Rapids.

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 May 18, 2015.

ATTACHMENTS:

Employment Agreement
Letter of Understanding with EGR

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING

EMPLOYMENT AGREEMENT

DEPUTY DIRECTOR OF FIRE SERVICES

THIS AGREEMENT between CHARLES RAY LARK, 12457 Jackson Rd., Middleville, MI 49333 ("Employee"), and the CITY OF WYOMING, a municipal corporation, of 1155 – 28th Street S.W., Wyoming, Michigan 49509 ("City"), is made on the following terms:

1. TERM. The City hereby employs the Employee as Deputy Director of Fire Services of the City. This appointment shall be effective May 19, 2015. The Employee understands that as Deputy Director of Fire Services he serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code and subject only to the provisions of Section 6 of this Agreement.

2. PERFORMANCE. The Employee agrees to perform the duties of Deputy Director of Fire Services in a competent and professional manner. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to and be supervised by the Director of Police and Fire Services.

3. SERVICE DATE. The Employee's date of service with the City shall be May 19, 2015. The Employee shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

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

5. BENEFITS. The Employee shall be provided the same defined contribution retirement plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated herein. The above benefits (including retirement) shall be based on a hire date of May 19, 2015. The Employee shall not be provided with health insurance, health insurance opt-out, or post-employment health plan benefits by the City. The Employee shall, through payroll deduction, contribute to the City 20% of the premium cost (COBRA rate) of retiree health insurance coverage (for himself, his eligible spouse and/or eligible dependents) which he receives from his former employer from which he retired and which is paid for by the City. In addition, the Employee shall be credited with 120 hours of vacation and twenty (20) hours of sick leave benefits upon starting employment. On January 1, 2016, the Employee shall be credited with 140 hours of vacation. Notwithstanding any other provision of this Agreement, the Employee shall not be eligible for a payout of any accrued benefits upon separation from employment until he has been employed by the City for at least three (3) years.

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

- a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least thirty (30) days prior to its effective

date. If the Employee fails to do so, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance or nonfeasance in the Employee's position; 3) engaged in criminal misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six (6) months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For

purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and the City-owned personal property, records, documents and other items in the Employee's possession.

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

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

8. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this

Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

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

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

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

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

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

14. SHORTENED LIMITATIONS PERIOD. The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal

Employment Opportunity Commission, within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

CITY OF WYOMING

Dated: _____

Curtis Holt
City Manager

Dated: _____

Charles R. Lark
Deputy Director of Fire Services

051815

Human Resources/KRO

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN EMPLOYMENT CONTRACT BETWEEN THE POLICE OFFICERS LABOR COUNCIL WYOMING COMMAND DIVISION AND THE CITY OF WYOMING

WHEREAS:

1. The Employment Contract between the Police Officers Labor Council Wyoming Command Division and the City of Wyoming effective July 1, 2015 through June 30, 2019, was approved by the Police Officers Labor Council Wyoming Command Division.
2. It is recommended that the City Council approve said Contract.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the Employment Contract between the Police Officers Labor Council Wyoming Command Division and the City of Wyoming effective July 1, 2015 through June 30, 2019.
2. The City Council for the City of Wyoming does hereby authorize the Mayor and City Clerk to execute said Employment Contract.

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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Notice from the POLC
Tentative Settlement Agreement
Classification and Wage Schedules

Resolution No. _____

Oostindie, Kim

From: Ed Hillyer <chiefed@prodigy.net>
Sent: Friday, February 27, 2015 8:51 AM
To: Oostindie, Kim
Subject: Ratification vote

Happy to advise the membership voted to approve settlement agreement...

Sent from my Verizon Wireless 4G LTE DROID

<http://www.pdf-tools.com>

**CITY OF WYOMING – TENTATIVE SETTLEMENT AGREEMENT BETWEEN THE
CITY OF WYOMING AND THE
POLICE OFFICERS LABOR COUNCIL – WYOMING COMMAND DIVISION**

All changes are subject to ratification by the POLC – Wyoming Command Division and approval by the City Council.

Date: February 24, 2015

1. Duration: July 1, 2015 through June 30, 2019 (**four years**)
2. References

Change all references of Police Chief to Director of Police and Fire Services.
Change references of City to Employer.

3. Sick Leave

Article 9. Section 2. Leave of Absence and Sick Leave.
Change subsections B and C as noted below:

Employees shall earn and be granted paid sick leave in accordance with the following provisions:

B ~~Accumulation of sick leave shall be unlimited.~~
Effective January 2, 2016, sick leave will be recorded in a “new sick leave bank.” An employee who has a balance of sick leave hours on January 1, 2016, shall have the sick leave hours recorded in an “old sick leave bank.” The employee shall not be permitted to accumulate additional sick hours in the “old sick leave bank” after January 1, 2016. The employee may use the “old sick leave bank” for sick leave purposes after exhausting the “new sick leave bank.”

C Employees shall receive one (1) full hour pay for each two (2) hours of accumulated sick leave **in their “old sick leave bank”** upon termination of employment, retirement or death, after ten (10) years of employment

Employees shall receive one (1) hour pay for each two (2) hours of accumulated sick leave in their “new sick leave bank,” with a maximum pay off of 200 hours (accumulation of 400 hours or more), upon termination of employment, retirement or death, after ten (10) years of employment.

4. Vacations

Article 11. Section 3. Accrued Vacation. Payment for accrued vacation shall be made upon termination, retirement or death. **Effective January 1, 2016, the maximum payment from the new vacation bank is two (2) years entitlement. Old bank is paid in full.**

Article 11. Section 4. Conversion of Sick Leave. Subject to scheduling approval of the Police Chief, or the City Manager, once during each fiscal year, eighty (80) sick leave hours may be converted to additional vacation for employees with more than five (5) years of service with the City and more than four hundred (400) hours of accrued sick leave. **For purposes of calculating accumulated hours of sick leave, the employer will combine both the old and new sick leave banks, with the hours being converted first from the new bank.**

5. Insurance

Article 13. Insurance. Section 1. Health.
Change subsection A and B and add subsection D.

The Employer shall provide each employee and the employee's dependents with group health coverage, which shall include the following:

- A. The benefits provided under the City's sponsored plan, which shall be at least those in effect July 1, ~~2012~~ **2015**.
- B. ~~The prescription co-pay shall be \$10 for generic drugs and \$30 for name brand drugs and the office visit co-pay shall be \$10. Effective July 1, 2013, The prescription co-pay shall be \$10 for generic drugs, \$30 for preferred name brand drugs and \$60 for non-preferred name brand drugs.~~
- C. Co-pays for using a specialist shall be \$20 (unless the specialist is the members' primary care physician in which case it shall be \$10), \$35 for using an urgent care facility, \$50 for using a hospital emergency room visit (waived if admitted), and \$50 for imaging services (maximum 2 imaging co-pays per year).
- D. **Effective September 1, 2015 the co-pays shall be increased as follows: the office visit co-pay shall be \$20. Co-pays for using a specialist shall be \$30 (unless the specialist is the member's primary care physician in which case it shall be \$20), \$40 for using an urgent care facility, \$100 for using a hospital emergency room visit (waived if admitted), and \$100 for imaging services (maximum two imaging co-pays per year).**

6. Dental

Article 13. Insurance. Section 3. Dental and Vision

The City shall provide each employee and the employee's dependents who are enrolled or eligible to be enrolled in the City's sponsored health plan with the dental and vision plan, of which benefits shall be at least those in effect July 1, ~~2011~~ **2015**.

7. New Insurance Plan and Alternate Insurance Plan

Article 13. Section 6. **New Insurance Plan and Alternate Insurance Plan.**

The City shall have the right to change to another insurance carrier or health plan providing the coverage shall be generally equivalent as **to the coverage** listed above and the Bargaining

Committee of the Union has a timely opportunity to review and comment upon any change in a reasonable period of time before the change becomes effective. Any disagreements concerning the application of this section will be subject to the contractual grievance and arbitration procedure.

The Employer may offer alternative health plans, such as high deductible plans and health savings accounts, on a voluntary basis. The employee contribution for such plans may be less than the contribution for the current health plan.

8. Wages

Article 14 Section 1. Wages.

The current language shall be deleted and replaced as follows:

Wage Increases shall be as follows:

7-1-2015:	2.25%
7-1-2016:	2.75%
7-1-2017:	2.5%
7-1-2018:	2.25%

All wage increases shall be at the top step of the pay range, maintaining the differential between each step of the pay range.

Sergeants and Lieutenants assigned to the Detective Unit, or any other unit where a patrol officer has a pay increase adjustment, shall receive a five percent (5%) pay increase during their assignment.

9. Optical

Article 14. Section 5. Optical.

The City will pay for the cost of replacement of standard prescription lenses and frames damaged or broken in the line of duty with reimbursement for frames not to exceed \$75.00 **\$130.00**. An employee who receives reimbursement under this provision shall not be eligible for reimbursement for the same claim under the optical program.

10. Retiree Health

Article 17. Section 2. **Retiree Health Care System**

Delete current section and replace with the following language (updating for Retiree Medical Trust language and formatting and changing to include a contribution to retiree health and deleting the "24% Plan language"):

- A. An employee who retires during this Agreement and receives a pension under the Wyoming Pension System shall have the City pay for Employer sponsored health care plans, including dental, the following amounts:

- Until the retiree reaches age 60, the benefit will be \$15 per month; for employees who retire on or after February 20, 2006 the benefit shall be \$20 per month for each year of employment with the Employer not to exceed 30 years, payable monthly beginning with the date of retirement, and ending upon age 60.

B. Beginning at age 60, the retired employee is eligible for the fully paid coverage for the employee and spouse in accordance with the Retiree Medical Trust.

The following changes shall apply to the retiree health insurance benefit for employees hired before July 1, 2008, who are eligible for the Defined Benefit Plan (Retiree Medical Trust) and who retire after July 1, 2015:

- Retirees shall contribute a percentage of the cost of their health insurance in accordance with the following scale. The premium shall be that recommended by the Employer's Third Party Administrator (TPA) or insurer as applicable.

<u>Full Years of Service</u>	<u>Retiree Contribution</u>
Less than 10	Not vested, no DB retiree health benefit
10-14	30%
15-18	20%
19+	0%

An employee who is retired and is receiving or can receive health care insurance or such other equivalent hospitalization plan from his or her employment or the employment of his or her spouse shall not be paid any monies toward health care insurance during such times that said spouse is or could be eligible or said employee is or could be eligible.

C. The health care benefits provided to retirees are not guaranteed at a particular level. Such benefits shall at all times be the same as the health care benefits provided to active employees, and therefore are subject to any future changes made to health care benefits for active bargaining unit employees. Changes to the health care benefits for active bargaining unit employees shall be applied to retirees on the same effective dates.

D. The Employer shall have the right to provide employees with an option make an irrevocable choice to convert to the PEHP. Participants in the PEHP are subject to the rules and regulations of the Employer's sponsored Plan.

11. Pension (Defined Benefit)

Article 17. Section 3. ~~Pension~~ Defined Benefit.

Delete current section and replace with (updating for formatting and changing to include an increased employer contribution to pension):

- A. Vesting shall occur after 10 full years of employment.
- B. There shall be a 30 year maximum benefit.
- C. For employees retiring after September 1, 2008, the multiplier shall be 2.7% of final average compensation. Effective September 1, 2008, employees shall contribute by payroll deduction 3.59% of their gross pay for this benefit.
- D. Effective July 1, 2015 employees shall contribute by payroll deduction an additional 1% of their gross pay toward the defined benefit pension plan, for a total employee contribution of 4.59%. Effective July 1, 2016, employees shall contribute by payroll deduction an additional 1% of their gross pay toward the defined benefit pension plan, for a total employee contribution of 5.59%.
- E. The monthly pension for an employee who was a member of the Police Command unit on or before July 1, 2008 and who retires after July 1, 1992, after age 60, shall be increased each January by forty percent (40%) of the average of the annual increase in the Consumer Price Index (CPI) of Detroit and Chicago through October of the previous year as published by the U.S. Department of Labor, Bureau of Labor Statistics. The annual adjustment shall be limited to five percent (5%).
- F. The Duty Disability Provisions of the City of Wyoming Defined Benefit Plan shall be as set forth in Appendix A.
- G. Effective July 1, 2000, the "pop-up" pension benefit shall be an option at the retiree's expense.
- H. The DROP plan shall be made available to members of the bargaining unit in accordance with the City of Wyoming Defined Benefit Plan. Effective September 1, 2008 eligible employees who elect to participate in the DROP shall make an irrevocable election to terminate employment with the City and retire upon ceasing participation in the DROP, which they must do no later than three (3) years after entering the DROP, unless they shall be separated from employment at an earlier date as set forth in the City of Wyoming Defined Benefit Plan.

12. Format and Organization

The City is proposing to reorganize and re-format Article 17 Pension System, Health Care Plan and Dental to make it easier to read. The reorganization will include putting the section in order of defined benefit, defined contribution, retiree health and post employment health plan.

CLASSIFICATION AND SALARY SCHEDULE

POLICE COMMAND OFFICERS

JULY 1, 2015 - 2.25% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL	
			Min.	Max.	Min.	Max.	Min.	Max.
22060	Police Sergeant	L09	32.27	37.66	5,593.47	6,527.73	\$67,122	\$78,333
22050	Police Lieutenant	L12	35.48	41.39	6,149.87	7,174.27	\$73,798	\$86,091
22040	Police Captain	L15	40.48	47.14	7,016.53	8,170.93	\$84,198	\$98,051

HOURLY WAGE SCHEDULE - Police Command Officers, The following shall be the basic hourly wage schedule for all Police Command Officers of the City:

WAGE RANGE NUMBER	A		B		C		D		E		F	
	Min.	Max.										
L09	32.27	37.66	33.34	38.75	34.43	39.54	35.48	40.59	36.50	41.66	37.66	42.77
L12	35.48	41.39	36.72	42.63	37.85	43.76	39.10	44.91	40.23	46.06	41.39	47.14
L15	40.48	47.14	41.77	48.43	43.07	49.72	44.43	50.97	45.74	52.22	47.14	53.39

Updated May 18, 2015

CLASSIFICATION AND SALARY SCHEDULE

POLICE COMMAND OFFICERS

JULY 1, 2016 - 2.75% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL	
			Min.	Max.	Min.	Max.	Min.	Max.
22060	Police Sergeant	L09	33.16	38.70	5,747.73	6,708.00	\$68,973	\$80,496
22050	Police Lieutenant	L12	36.46	42.53	6,319.73	7,371.87	\$75,837	\$88,462
22040	Police Captain	L15	41.59	48.44	7,208.93	8,396.27	\$86,507	\$100,755

HOURLY WAGE SCHEDULE - Police Command Officers, The following shall be the basic hourly wage schedule for all Police Command Officers of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F
L09	33.16	34.26	35.38	36.46	37.50	38.70
L12	36.46	37.73	38.89	40.18	41.34	42.53
L15	41.59	42.92	44.25	45.65	47.00	48.44

Updated May 18, 2015

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CLASSIFICATION AND SALARY SCHEDULE

POLICE COMMAND OFFICERS

JULY 1, 2017 - 2.50% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL	
			Min.	Max.	Min.	Max.	Min.	Max.
22060	Police Sergeant	L09	33.99	39.67	5,891.60	6,876.13	\$70,699	\$82,514
22050	Police Lieutenant	L12	37.37	43.59	6,477.47	7,555.60	\$77,730	\$90,667
22040	Police Captain	L15	42.63	49.65	7,389.20	8,606.00	\$88,670	\$103,272

HOURLY WAGE SCHEDULE - Police Command Officers, The following shall be the basic hourly wage schedule for all Police Command Officers of the City:

WAGE RANGE NUMBER	HOURLY WAGE SCHEDULE					
	A	B	C	D	E	F
L09	33.99	35.12	36.26	37.37	38.44	39.67
L12	37.37	38.67	39.86	41.18	42.37	43.59
L15	42.63	43.99	45.36	46.79	48.18	49.65

Updated May 18, 2015

CLASSIFICATION AND SALARY SCHEDULE

POLICE COMMAND OFFICERS

JULY 1, 2018 - 2.25% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL	
			Min.	Max.	Min.	Max.	Min.	Max.
22060	Police Sergeant	L09	34.75	40.56	6,023.33	7,030.40	\$72,280	\$84,365
22050	Police Lieutenant	L12	38.21	44.57	6,623.07	7,725.47	\$79,477	\$92,706
22040	Police Captain	L15	43.59	50.77	7,555.60	8,800.13	\$90,667	\$105,602

HOURLY WAGE SCHEDULE - Police Command Officers, The following shall be the basic hourly wage schedule for all Police Command Officers of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F
	L09	34.75	35.91	37.08	38.21	39.30
L12	38.21	39.54	40.76	42.11	43.32	44.57
L15	43.59	44.98	46.38	47.84	49.26	50.77

Updated May 18, 2015

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RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF WYOMING AND THE WYOMING CITY EMPLOYEES UNION AND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF WYOMING AND THE WYOMING ADMINISTRATIVE AND SUPERVISORY ASSOCIATION AND THE AMENDMENTS OF THE ASSOCIATED CLASSIFICATION AND SALARY SCHEDULES

WHEREAS:

1. The Wyoming City Council has approved Employment Contracts and Classification and Salary Schedules between the City of Wyoming and the Wyoming City Employees Union and the City of Wyoming and the Wyoming Administrative and Supervisory Association.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add the classification of Building Inspector II as shown on the attached Memorandum of Understanding.
3. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming Administrative and Supervisory Association to add the classification of Building Inspections Supervisor as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming City Employees Union and the associated Classification and Salary Schedule.
2. The City Council does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming Administrative and Supervisory Association and the associated Classification and Salary Schedule.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2015.

ATTACHMENTS:
 Memorandum
 Memorandums of Understanding

 Kelli A. VandenBerg, Wyoming City Clerk

INTEROFFICE MEMORANDUM

TO: CURTIS HOLT, CITY MANAGER

FROM: REBECCA RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES

SUBJECT: NEW JOB DESCRIPTIONS, CLASSIFICATION SCHEDULE UPDATES TO FURTHER IMPLEMENT INSPECTION SERVICES ORGANIZATION CHANGES

DATE: MAY 11, 2015

CC: KIM OOSTINDIE, DIRECTOR OF HUMAN RESOURCES

On March 31, 2015, you authorized me to work with Human Resources to finalize our plans to move forward with organizational and position description changes within the Community Services Department's Inspections Services area. As part of this process, two new job descriptions needed to be created:

- Inspections Services Supervisor (or similar title) and
- Building Inspector II (or similar title).

Human Resources has finalized the wage and classification review to allow for creation of the necessary descriptions, and their placement within the classification and wage scale. As a need due to Jim Delange's pending retirement and the implementation of our new Inspections Services organizational structure, these descriptions are needed to place the supervisor duties (personnel management, budgeting, procurement, contract administration, etc.) with the supervisory position and the technical Building Official duties (code interpretation and final judgements, assignments to the Development Review Team, Construction Board of Appeals, etc.) to the newly created Building Inspector II (or similar title) position. The Building Inspector II position shall continue in performing daily construction permit inspections.

Throughout this process I have engaged our staff in ensuring their input into the descriptions. This, coupled with working with Human Resources and their extensive support, has allowed for executed MOU's with both the Administrative Association and the General Union to be obtained; affirming their support new job descriptions in an expedited manner. Human Resources has advised that we are now ready to present the job descriptions to the City Council for their consideration/support of the two new classifications.

Our new Community Services – Inspections organizational structure, including that of the newly created Code Enforcement Inspector position, is anticipated to result in a savings of \$30,000 to \$40,000 in permanent staffing wages and benefits annually.

Please note, that it is expected that some contracted labor for commercial building inspections will be pursued to supplement the time that the FTE inspector is attending Development Review Team meetings, meetings with contractors seeking an appeal from other building inspector determinations, or similar.

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<http://www.pdf-tools.com>

MEMORANDUM OF UNDERSTANDING

RE: Building Inspector II

The City of Wyoming ("City") and the Wyoming Employees Union agree as follows:

1. The classification of Building Inspector II is added to the bargaining unit.
2. The classification will be placed in the following range of the Classification and Salary Schedule in effect for the bargaining unit employees:

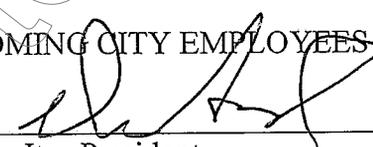
		<u>Hourly Range</u>	
		<u>Minimum</u>	<u>Maximum</u>
Building Inspector II	G71	\$26.51	\$32.16

3. The above change to the Classification and Salary Schedule is subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: _____
Its: City Manager

By: 
Its: President

Date: _____

Date: 5-6-2015

<http://www.pdf-tools.com>

MEMORANDUM OF UNDERSTANDING

RE: Building Inspections Supervisor

The City of Wyoming ("City") and the Wyoming Administrative and Supervisory Employees Association agree as follows:

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

		<u>Hourly</u>	
		<u>Minimum</u>	<u>Maximum</u>
Building Inspections Supervisor	A28	\$30.14	\$38.15

3. The above change to the Classification and Salary Schedule is subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING ADMINISTRATIVE AND
SUPERVISORY EMPLOYEES ASSOCIATION

By: _____
Its: City Manager

By: *Paul Shaffer*
Its: President

Date: _____

Date: 5-6-15

<http://www.pdf-tools.com>

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH HABITAT FOR HUMANITY OF KENT COUNTY

WHEREAS:

1. The 2015/2016 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. A Home Repair Program will be administered by Habitat for Humanity for single family owner-occupied households in the Godfrey-Lee Neighborhood Area for low/moderate-income homeowners.
3. Funds shall be available for the activity under Account # 256-400-69216-956.150.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Habitat for Humanity of Kent County for an amount not to exceed \$15,000.00.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement

STAFF REPORT

Date: May 11, 2015

Subject: Habitat for Humanity of Kent County Contract – CDBG Funding 2015-2016

From: Rebecca Rynbrandt, Director of Community Services

Cc: Mary Buikema, Habitat for Humanity of Kent County

Meeting Date: May 18, 2015

RECOMMENDATION:

As recommended by the citizen appointed Community Development Committee and affirmed during the FY 2015-16 budget review and acceptance process of the City Council, the budget of which included a grant award to Habitat for Humanity of Kent County through the Community Development Block Grant restricted funds, it is recommended the City Council now therefore enter into the attached contract with Habitat for Humanity of Kent County.

SUSTAINABILITY CRITERIA:

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

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

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

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2015 through June 30, 2016 on Monday, April 6, 2015. Included within the plan is to provide support for specific home repair services for low to moderate income Wyoming residents. To this end, we are proposing this agreement with area non-profit Habitat for Humanity of Kent County.

This agreement includes providing a Home Repair Program for single family owner-occupied households in the Godfrey-Lee Neighborhood Area for low/moderate-income homeowners.

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$15,000.00. Sufficient funds are available in the activity account #256-400-69216-956.150.

<http://www.pdf-tools.com>

**CONTRACT AMENDMENT BETWEEN
THE CITY OF WYOMING
AND
HABITAT FOR HUMANITY OF KENT COUNTY
JULY 1, 2015 THROUGH JUNE 30, 2016**

THIS CONTRACT is entered into this _____ day of _____, 2015, effective from July 1, 2015 through June 30, 2016 and by and between the **City of Wyoming**, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, through its Community Development Section of the Planning and Development Department, hereinafter called the "City", and **Habitat for Humanity of Kent County**, a non-profit corporation organized and existing under the laws of the State of Michigan, hereinafter called the "Subrecipient".

WITNESSETH THAT:

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

WHEREAS, the Subrecipient 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 Subrecipient 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 Subrecipient.
2. The objectives are to preserve and improve the eligible housing stock within the City of Wyoming by means of:
 - a. Providing a Home Repair Program. The purpose of this program is to provide home repairs to single family owner-occupied households in the Godfrey-Lee Neighborhood Area for low/moderate-income homeowners. The Godfrey-Lee Neighborhood Area is a low/moderate-income area, located within Census Tracts 133-1 and 133-3, bounded on the North by the City Limits, on the East by Clyde Park Avenue, on the South by Lee Street and on the West by Burlingame Avenue.

SECTION 2 - GENERAL PROVISIONS FOR REPAIR PROGRAM:

1. The Subrecipient shall accept all requests from eligible persons desiring home repair assistance. The Subrecipient shall investigate the nature of the assistance desired and needed, shall take an application for said assistance, or place the request on a waiting list. When demand for the repair program exceeds the Subrecipient's ability to supply the service, the Subrecipient shall maintain a waiting list for services. When

the annual maximum has been reached for a location, the client's name may be placed on a waiting list for the next Contract year.

2. Priority for the provision of these Contract services shall be given to especially vulnerable applicants and especially serious health or safety repairs, i.e. the worst situations and/or cases shall be served first.
3. A client co-payment policy shall continue ensuring that a fee is charged to clients for the repair program. The co-payment policy may be amended by the Subrecipient's Board of Directors upon approval by the City.
4. If the Subrecipient should encounter critically needed repairs that would exceed the annual limits of the repair program, those situations shall be referred to other repair/rehab programs including, but not limited to, other programs operated by the Subrecipient and/or the City, and the inspection reports and cost analysis information developed by the repair program shall be provided to those programs. Also, in those instances where the Subrecipient shall encounter conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, the Subrecipient 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 Subrecipient or its designee shall verify the eligibility of applicants using the criteria set forth in this agreement. The income guidelines for the repair program shall be 80% of area median income (AMI) as calculated by the Federal Government.
6. The Subrecipient shall be properly licensed to provide the services required by this Contract. The Subrecipient and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Subrecipient agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Subrecipient's area of Contract activities.
8. The Subrecipient 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 Subrecipient may provide up to 22 hours of on-the-job training in the repair program for its employees. These hours will not be charged against a homeowner's annual maximum.

SECTION 3 - HOME REPAIR PROGRAM:

1. The Subrecipient shall provide home repair services, including labor and materials of subcontracted repairs, to approximately 5 homes of low/moderate-income homeowners, not to exceed the total contract amount. Home repairs are defined as tasks promoting the health, safety and economical utility consumption and protection of property including appurtenant structures of the residents of homes that are otherwise habitable. The Subrecipient shall make the minimal necessary repair(s) to correct the problem. Attention should also be paid to aesthetic acceptability of the finished repair. Options regarding cost and appearance should be reviewed with the homeowner to assure client satisfaction. These repairs undertaken by Habitat for Humanity will not necessarily bring the condition of a dwelling up to building or housing code standards. The maximum amount paid by the City for home repair services under this Contract shall be \$15,000.00 except as revised by Sections 12, 13, and 14.
2. The Subrecipient shall service the homes of eligible owner-occupants up to a maximum of \$3,000.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of the Subrecipient'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 Subrecipient shall review with each homeowner receiving service which home repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
5. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis. When there is a Habitat project with multiple funding sources, besides City of Wyoming CDBG funds, the program income amount shall be reimbursed based on a percentage of each funding source.
6. The Subrecipient shall not provide services to mobile homes unless the home is on property owned by the occupant and permanently affixed to the property.

SECTION 4 – WARRANTY/APPEAL:

1. Subrecipient home repair files shall include invoices and payments made with a work

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

2. The Subrecipient agrees to provide in writing to each home repair recipient a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. Roof repair and patching concrete steps are specifically excluded from the warranty. The Subrecipient shall submit an annual report to the City identifying warranty repairs.

SECTION 5 - LOSS OF CLIENT ELIGIBILITY:

1. The Subrecipient 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 Subrecipient may deny all services to a client who has been physically or verbally threatening to the Subrecipient's staff. The 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 Subrecipient's complaint policy.
4. The Subrecipient may either double the normal co-payment or charge or refuse to do the work altogether in cases where there is serious neglect or abuse of the house by the homeowner, upon review and approval by the City.

SECTION 6 - HOUSES FOR SALE/RENTAL UNITS:

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

SECTION 7 - OVERRUNS:

It is acknowledged that the Subrecipient has a limited ability to pay for unanticipated costs. The dollar limit per location for repairs is established to help the Subrecipient and the homeowner avoid extensive work which could reduce the total number of households to be assisted. The Subrecipient shall submit an annual report detailing the overruns of the home repair program.

SECTION 8 - RECORDS:

1. Each Job Cost Report shall contain a telephone number and other identification of the homeowner, and all Job Cost Report forms shall be identified to assist in the sample inspections. A reasonable effort must be made to obtain the homeowner's signed approval that "the work appears" satisfactory after completion of the work. A description of the work shall be kept in the client's file. Each Job Cost Report shall identify the number, and cost of units of labor and total cost of materials, labor, and subcontractors.
2. The Subrecipient 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 Subrecipient 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 Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

SECTION 9 - REPORTS AND INFORMATION:

1. Financial Records and Reports. The Subrecipient 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 Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
2. Administrative Practices and Policies. The Subrecipient 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 Subrecipient'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, Subrecipient agrees as follows:
 - a. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Subrecipient 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. Subrecipient 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. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. Subrecipient will send to each labor union or representative or workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of Subrecipient's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. Subrecipient 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. Subrecipient 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 Subrecipient's noncompliance with the nondiscrimination clauses

In addition, the Subrecipient agrees to submit special reports when requested.

5. Catalog of Federal Domestic Assistance (CDFA). The City, as a pass-through entity for Federal awards, is providing the following CDFA information to the Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

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

Organizational Unit – City of Wyoming

Organizational DUNS – 07928-3982

Award Year – 2015/2016 (July 1, 2015 – June 30, 2016)

Subrecipient Name – Habitat for Humanity of Kent County

Project – Rehabilitation-Habitat for Humanity

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

Project Funding - \$15,000.00

SECTION 10 - HUD SECTION "3" PROVISION OF TRAINING AND EMPLOYMENT OF LOW AND VERY LOW INCOME PERSONS:

1. Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u)(as amended) and (24CFR135), requires that employment and training opportunities generated by HUD funded housing rehabilitation, housing construction, or public construction projects, to the greatest extent feasible, be given to low income persons (those whose household income is at or below 80% of the area median income) and are located in the metropolitan area and to businesses that are owned by Section 3 residents (51% or more) or that employ Section 3 residents (at least 30% of their work force) or that subcontract work with Section 3 businesses (25% or more of their subcontracts).
2. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
3. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

4. The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient'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 Subrecipient 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 Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
6. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient 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 Subrecipient's obligations under 24 CFR part 135.
7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

SECTION 11 - TIME OF PERFORMANCE:

1. On July 1, 2015, the Subrecipient shall commence performance of the services and activities required under this Contract.
2. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2016, unless otherwise terminated pursuant to the terms of this Contract.

SECTION 12 - COMPENSATION AND METHOD OF PAYMENT:

1. As full compensation for the Subrecipient's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Subrecipient an amount up to Fifteen Thousand and 00/100 dollars (\$15,000.00) from the City's Community Development Block Grant funds for the home repair program.

2. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Subrecipient pursuant to this Contract, exceed the maximum sum of Fifteen Thousand and no/100 dollars (\$15,000.00) from the City's Community Development Block Grant funds.
3. The Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
4. The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient.

SECTION 13 - CONTINUED FUNDING:

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 30.

SECTION 14 - FINANCE PROCEDURES:

1. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient 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 Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.
3. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

SECTION 15 - DONATION AND FEES:

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

SECTION 16 - CONTRACT MODIFICATIONS:

The City, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which the

Subrecipient is required to perform pursuant to this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

SECTION 17 - SUBRECIPIENT'S FAILURE OF PERFORMANCE:

The failure of the Subrecipient 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 Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform work or services in a timely manner.
3. In the event the Subrecipient 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 Subrecipient.
4. Reduction of Compensation by the City. In the event the Subrecipient 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 Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
5. Termination by the City:
 - A. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient 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 Subrecipient 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 Subrecipient with City funds pursuant to the Contract, shall become the property of the City.
 2. The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient 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 Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b. Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

SECTION 18 - AUDITS AND INSPECTIONS:

1. At any time during normal business hours, and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient 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 Subrecipient, regardless of funding source.
2. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
3. The Subrecipient is required to compare the amounts reported on their audited financial statements to the City's records to ensure accuracy in reporting the correct amounts of expended federal awards.

SECTION 19 - CONFLICT OF INTEREST:

1. The Subrecipient 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 Subrecipient shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

SECTION 20 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:

The Subrecipient 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 Subrecipient 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 Subrecipient shall promptly notify the City of any such assignment or transfer.

SECTION 21 - LOBBYING AND POLITICAL ACTIVITIES:

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

SECTION 22 - "SAVE HARMLESS" CLAUSE:

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient under the terms and conditions of this Contract. The Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

SECTION 23 - CIVIL RIGHTS:

1. The Subrecipient 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 Subrecipient 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 Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, 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 Subrecipient will send to each labor union or representative of workers with which the Subrecipient 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 Subrecipient'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 Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

SECTION 24 - COMPLIANCE WITH THE LAW:

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

SECTION 25 - SEVERABILITY OF PROVISIONS:

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

SECTION 26 - WAIVER:

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.

SECTION 27 - DISCLOSURE OF CONFIDENTIAL MATERIAL:

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

SECTION 28 - CITY DEPARTMENT OR OFFICE:

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

SECTION 29 – FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS:

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

2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

Subpart K of 24 CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

Subpart J of 24 CFR570.504, "Program Income."

Subpart J of 24 CFR 570.502, "Applicability of Uniform Administrative Requirements."

SECTION 30 - TERMINATION AT CITY'S ELECTION:

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

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

SECTION 31 – REVERSION OF ASSETS:

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

SECTION 32 – DEBARRED OR INELIGIBLE CONTRACTORS:

The Subrecipient agrees to abide by the provisions of 24 CFR Part 24, which include but are limited to the following:

1. HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status.
2. The Subrecipient must check all contractors, subcontractors, and vendors against the Federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>.

SECTION 33 – INSURANCE:

The Subrecipient shall purchase and maintain, at its sole expense and as long as it is providing services to City, the following insurance coverage:

1. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence
Property Damage - \$1,000,000 per occurrence

2. Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

No-fault coverage – statutory
Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence
Property Damage - \$1,000,000 per occurrence

3. Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits:

Workers' Compensation – statutory
\$500,000 per occurrence

4. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. Insurance coverage shall cover all claims against the City, its officials and employees, arising out of the work performed by the Subrecipient or any of its subcontractors under this Agreement. Should any work be subcontracted, it shall be the responsibility of the Subrecipient to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Subrecipient shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

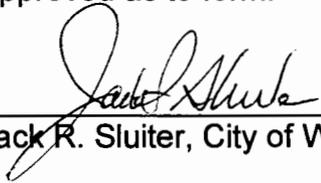
6. Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and

HABITAT FOR HUMANITY OF KENT COUNTY

By: _____
Julie Towner, Chairperson Date

By: _____
Mary Buikema, Executive Director Date

Approved as to form:



Jack R. Sluiter, City of Wyoming

<http://www.pdf-tools.com>

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT FOR SPECIFIC HOME REPAIR SERVICES

WHEREAS:

1. The 2015/2016 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents.
2. Two programs will be administered by Home Repair Services of Kent County, namely a Minor Home Repair program and an Access Modification Program for persons with disabilities.
3. Funds shall be available for the activity under Account # 256-400-69216-956.085.

NOW, THEREFORE, BE IT RESOLVED:

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

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement

STAFF REPORT

Date: May 11, 2015

Subject: Home Repair Services Contract – CDBG Funding 2015-2016

From: Rebecca Rynbrandt, Director of Community Services

Cc: David Jacobs, Home Repair Services

Meeting Date: May 18, 2015

RECOMMENDATION:

As recommended by the citizen appointed Community Development Committee and affirmed during the FY 2015-16 budget review and acceptance process of the City Council, the budget of which included a grant award to Home Repair Services, Inc. through the Community Development Block Grant restricted funds, it is recommended the City Council now therefore enter into the attached contract with Home Repair Services.

SUSTAINABILITY CRITERIA:

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

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

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

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2015 through June 30, 2016 on Monday, April 6, 2015. Included within the plan is to provide support for specific home repair services for moderate to low income Wyoming residents. To this end, we are proposing a renewal of our agreement with area non-profit Home Repair Services, Inc.

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

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

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$60,000.00, distributed as follows: Minor Home Repair - \$40,000.00 and Access Modification - \$20,000.00. Sufficient funds are available in the activity account #256-400-69216-956.085.

<http://www.pdf-tools.com>

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
HOME REPAIR SERVICES OF KENT COUNTY, INC.
JULY 1, 2015 THROUGH JUNE 30, 2016**

THIS CONTRACT is entered into this _____ day of _____, 2015, effective from July 1, 2015 through June 30, 2016 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 "Subrecipient".

WITNESSETH THAT:

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

WHEREAS, the Subrecipient 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 Subrecipient 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 Subrecipient.
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 Subrecipient shall accept all requests from eligible persons desiring home repair assistance. The Subrecipient 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 Subrecipient's ability to supply the service, the Subrecipient 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 Subrecipient's Board of Directors upon approval by the City.
4. If the Subrecipient 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 Subrecipient 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 Subrecipient shall encounter conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, the Subrecipient 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 Subrecipient 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 Subrecipient's Executive Director.
6. The Subrecipient shall be properly licensed to provide the services required by this Contract. The Subrecipient and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Subrecipient agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Subrecipient's area of Contract activities.
8. The Subrecipient 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 Subrecipient 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 Subrecipient shall provide minor repair services, including labor and materials of subcontracted repairs, to a minimum 45 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 Subrecipient 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 Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient 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 \$3,500.00. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by the Subrecipient's Executive Director in accordance with the Subrecipient'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 Subrecipient 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 Subrecipient shall provide labor and subcontracted work for access modifications to be spread among at least 5 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. Subrecipient 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 Subrecipient liability. Further requirements may be introduced to facilitate quality control site visits.

2. The Subrecipient 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 Subrecipient shall submit an annual report to the City identifying warranty repairs for each of the programs.

SECTION 6 - LOSS OF CLIENT ELIGIBILITY:

1. The Subrecipient 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 Subrecipient may deny all services to a client who has been physically or verbally threatening to the Subrecipient'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 Subrecipient's complaint policy.
4. The Subrecipient 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 Subrecipient 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 Subrecipient has a limited ability to pay for unanticipated costs. The dollar limit per location for repairs is established to help the Subrecipient and the homeowner avoid extensive work which could reduce the total number of households

to be assisted. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

SECTION 10 - REPORTS AND INFORMATION:

1. Financial Records and Reports. The Subrecipient 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 Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance." Unless otherwise expressly authorized by the City, the Subrecipient 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.
2. Administrative Practices and Policies. The Subrecipient 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 Subrecipient'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, Subrecipient agrees as follows:
- a. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Subrecipient 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. Subrecipient 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. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. Subrecipient will send to each labor union or representative or workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of Subrecipient's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. Subrecipient 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. Subrecipient 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 Subrecipient'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 Subrecipient

5. Catalog of Federal Domestic Assistance (CDFA). The City, as a pass-through entity for Federal awards, is providing the following CDFA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

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

Organizational Unit – City of Wyoming

Organizational DUNS – 07928-3982

Award Year – 2015/2016 (July 1, 2015 – June 30, 2016)

Subrecipient Name – Home Repair Services of Kent County, Inc.

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 Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient'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 Subrecipient 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 Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
6. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient 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 Subrecipient'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, 2015, the Subrecipient shall commence performance of the services and activities required under this Contract.
2. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2016, unless otherwise terminated pursuant to the terms of this Contract.

SECTION 13 - COMPENSATION AND METHOD OF PAYMENT:

1. As full compensation for the Subrecipient's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Subrecipient 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

* <u>Access Modification Program</u>	<u>\$20,000.00</u>
	\$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 Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Subrecipient 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 Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
4. The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient.

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 Subrecipient, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient is required to perform pursuant to this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

SECTION 18 - SUBRECIPIENT'S FAILURE OF PERFORMANCE:

The failure of the Subrecipient 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 Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform work or services in a timely manner.
3. In the event the Subrecipient 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 Subrecipient.
4. Reduction of Compensation by the City. In the event the Subrecipient 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 Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
5. Termination by the City:
 - A. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient 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 Subrecipient 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 Subrecipient with City

funds pursuant to the Contract, shall become the property of the City.

2. The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient 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 Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b. Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, 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 Subrecipient 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 Subrecipient, regardless of funding source.
2. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
3. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient under the terms and conditions of this Contract. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, 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 Subrecipient will send to each labor union or representative of workers with which the Subrecipient 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 Subrecipient'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 Subrecipient'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 Subrecipient 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 Subrecipient will comply with the requirements and standards specified in the following federal regulations:

2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

Subpart K of 24 CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

Subpart J of 24 CFR570.504, "Program Income."

Subpart J of 24 CFR 570.502, "Applicability of Uniform Administrative Requirements."

SECTION 31 - TERMINATION AT CITY'S ELECTION:

The City may, upon thirty (30) days written notice to the Subrecipient, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Subrecipient is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Subrecipient, the City shall not be obligated to supply financial assistance in an amount greater than the average monthly payment to the Subrecipient over the proceeding months of this Contract. Average monthly payment, for the purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amount of monies expended over such period. The City shall also compensate the Subrecipient for any required expenses in excess of the average monthly payment in the amount not to exceed the total amount of this Contract.

SECTION 32 – REVERSION OF ASSETS:

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

SECTION 33 – DEBARRED OR INELIGIBLE CONTRACTORS:

The Subrecipient agrees to abide by the provisions of 24 CFR Part 24, which include but are limited to the following:

1. HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status.
2. The Subrecipient must check all contractors, subcontractors, and vendors against the Federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>.

SECTION 34 – INSURANCE:

The Subrecipient shall purchase and maintain, at its sole expense and as long as it is providing services to City, the following insurance coverage:

1. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

2. Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

No-fault coverage – statutory

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

3. Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits:

Workers' Compensation – statutory

\$500,000 per occurrence

4. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. Insurance coverage shall cover all claims against the City, its officials and employees, arising out of the work performed by the Subrecipient or any of its subcontractors under this Agreement. Should any work be subcontracted, it shall be the responsibility of the Subrecipient to maintain Independent Contractor's

Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Subrecipient shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

6. Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under this Agreement. Upon request, the Subrecipient shall provide the City with a complete certified copy of the policies for the above coverage's. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by City. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto. Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

SECTION 35 - CERTIFICATIONS:

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

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

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor Date

By: _____
Kelli A. VandenBerg, City Clerk Date

HOME REPAIR SERVICES OF KENT COUNTY,
INC.

By: _____
Jan Otto, Chairperson Date

By: _____
David Jacobs, Executive Director Date

Approved as to form:

Jack R. Sluiter, City of Wyoming

<http://www.pdf-tools.com>

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH COMPASSION THIS WAY, INC. TO PROVIDE
PUBLIC SERVICES WITHIN THE TAFT AVENUE NEIGHBORHOOD -
A WYOMING COMMUNITY DEVELOPMENT BLOCK GRANT INITIATIVE

WHEREAS:

1. The 2015/2016 Wyoming Community Development Block Grant Program approved budget includes an activity to provide enhanced public services to residents located within the Taft Avenue residential neighborhood whose residents are at least 51% low-moderate income households.
2. Compassion This Way shall provide youth mentoring, health and wellness, recreation, education, and a job training program directly within the targeted neighborhood.
3. Funds shall be available for these activities under the Community Development Block Grant Fund Accounts # 256-400-69216-956.306 (\$8,000) and 256-400-69216-956.307 (\$5,000).

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement with Compassion This Way, Incorporated for the provision of public services.

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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: May 5, 2015

Subject: Compassion This Way (Taft Avenue Neighborhood)–CDBG Funding 2015-2016

From: Rebecca Rynbrandt, Director of Community Services

Cc: Brian Patterson, Executive Director, Compassion This Way

Meeting Date: May 18, 2015

RECOMMENDATION:

As recommended by the citizen appointed Community Development Committee and affirmed during the FY 2015-16 budget review and acceptance process of the City Council, the budget of which included a grant award to Compassion This Way through the Community Development Block Grant restricted funds, it is recommended the City Council enter into the attached contract with Compassion This Way in an amount not to exceed \$13,000.

SUSTAINABILITY CRITERIA:

Environmental Quality – Funding shall provide public services to the Taft Avenue residential neighborhood to promote an environment creating opportunities for youth mentoring, health and wellness, recreation, education and job training programs and activities to accomplish this purpose.

Social Equity – Funding shall work to advance social equity by promoting meaningful community relationships, valuing the poor and underserved, advocating racial reconciliation and improving neighborhood public safety.

Economic Strength – Funding shall provide public services to residents within the Taft Avenue residential neighborhood whose residents are at least 51% low-moderate income households. Compassion This Way assists the poor and underserved by providing youth mentoring, education and job training programs.

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2015 through June 30, 2016 on Monday, April 6, 2015. Included within the plan is to provide support for public services to residents within the Taft Avenue residential neighborhood. To this end, we are proposing a renewal of our agreement with area non-profit Compassion This Way.

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$13,000.00, which includes \$8,000.00 for rent and utilities of an apartment located within the Taft neighborhood to be used as an office for Compassion This Way and its programs and services in the activity account #256-400-69216-956.306, and \$5,000 for program expenses for eligible services in the activity account #256-400-69216-956.307.

<http://www.pdf-tools.com>

COMPASSION THIS WAY ACTIVITIES AGREEMENT FOR THE CITY OF WYOMING, MICHIGAN FOR 2015-2016

This Agreement is made between the **CITY OF WYOMING**, a Michigan municipal corporation, with its principal offices located at 1155 - 28th Street, S.W., Wyoming, Michigan (the "City"), and **COMPASSION THIS WAY**, a Michigan non-profit corporation, located at 2141 Newport S.W. Wyoming, 49519 (the "Subrecipient").

Section 1: Preliminary Statement

The City wishes to contract with Compassion This Way (the "Subrecipient") to provide public services to residents within the Taft Avenue residential neighborhood whose residents are at least 51% low-moderate income households. The Taft neighborhood shall be described as bounded on the north by 28th Street, south by Prairie Parkway, west by Byron Center Avenue, and east by Burlingame Avenue. Compassion This Way was formed for the express purpose of promoting meaningful community relationships, valuing the poor and underserved, advocating racial reconciliation, and improving neighborhood public safety. The Subrecipient provides youth mentoring, health and wellness, recreation, education, and job training programs and activities to accomplish its purpose. This Agreement is entered into to provide the terms and conditions under which the Subrecipient will assist the City in providing public services.

The Subrecipient 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.

Section 2: Agreement

In consideration of the terms and the mutual promises set forth in this Agreement, the City and the Subrecipient agree as follows:

- A. Term. The activities described in this Agreement are to begin on July 1, 2015, and are to be completed no later than June 30, 2016. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.
- B. Termination. This Agreement shall automatically terminate as of June 30, 2016, unless renewed for successive one (1) year terms by written agreement of both parties. The City and the Subrecipient shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party.

Section 3: Eligible Services

- A. Youth Mentoring.
- B. Recreation and Leisure Programming.
- C. Community Outreach, including Health and Wellness.

D. Education.

Section 4: Marketing

The Subrecipient shall provide any necessary outreach and marketing for services. All marketing materials (including but not limited to media, program advertisement, website, Facebook) shall recognize the City of Wyoming with funding provided through its Community Development Block Grant program. Upon publishing and distribution, a copy of such material shall be submitted to the City.

Section 5: Payment

In consideration for the services, the City shall reimburse the Subrecipient a maximum of Thirteen Thousand Dollars (\$13,000.00) for actual and reasonable expenses as follows:

- A. Up to Five Thousand Dollars (\$5,000.00) for program expenses for eligible services, as defined in Section 3.
- B. Up to Eight Thousand Dollars (\$8,000.00) for rent and utilities of an apartment located within the Taft neighborhood to be used as an office for the Subrecipient and its programs and services. The Subrecipient shall maintain renters insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
- C. The Subrecipient shall be reimbursed for actual expenses. The Subrecipient shall submit payment requests with all supporting documentation (lease agreement, copies of checks, receipts, etc) quarterly for reimbursement.
- D. The Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
- E. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient when 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 or have been misused, misappropriated or spent for an ineligible purpose as defined within this Contract.
- F. Any unearned payments under this Contract may be suspended by the City upon the Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.

- G. 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 6: Continued Funding

While it is the City's intent, subject to available funding, to renew this agreement annually, the City makes no explicit guarantee of future funding from the City beyond the termination of this Contract.

Section 7: Reports and Record Retention

- A. Upon execution of this Agreement, the Subrecipient shall provide the City with a copy of its most recent audit report.
- B. All records and documents maintained by the Subrecipient in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager.
- C. The Subrecipient shall provide the City with a mid-period report, and a comprehensive final report of activities in connection with this Agreement detailing levels of attendance, and programs for each service area. In addition, the Subrecipient agrees to submit special reports when requested.
- D. Unless otherwise expressly authorized by the City, the Subrecipient 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. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.
- E. **Financial Records and Reports.** The Subrecipient 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 Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance." The Subrecipient shall provide a budget at the beginning of each year and shall report actual expenditures at the conclusion of each year, which shall include the amount of CDBG funds budgeted, obligated and expended for the funded activity. Unless otherwise expressly authorized

by the City, the Subrecipient 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.

- F. Community Development Program Reports. The Subrecipient shall maintain case files on each household served which include name, address, and target area, size of household, sex, race, handicap status, and age of head of household. The Subrecipient shall submit the following reports, in formats approved by the City, by July 31, 2016:
- a. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
 - b. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

In addition, the Subrecipient agrees to submit special reports when requested.

- G. Catalog of Federal Domestic Assistance (CDFA). The City, as a pass-through entity for Federal awards, is providing the following CDFA information to the Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:
- 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
 - Organizational Unit – City of Wyoming
 - Organizational DUNS – 07928-3982
 - Award Year – 2015/2016 (July 1, 2015 – June 30, 2016)
 - Subrecipient Name – Compassion This Way
 - Project – Public Services-Taft Neighborhood Rental
 - Project Description – Persons in the Taft Area have the benefit of CDBG monies to fund rental and utilities for working space for a non-profit group

to provide neighborhood services for the purpose of providing a suitable living environment.

Project Funding - \$8,000.00

Project – Public Services-Taft Neighborhood Programs

Project Description – Persons in the Taft Area have the benefit of CDBG monies to provide neighborhood programs by a non-profit group for the purpose of providing a suitable living environment.

Project Funding - \$5,000.00

Section 8: Independent Contractor.

- A. The Subrecipient shall perform the services as an independent contractor, and neither the Subrecipient nor any of its employees or contractors shall be considered an employee of the City at any time during the term of this Agreement.
- B. Equal Opportunity Employment. The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- C. Volunteer Background Screening. The Subrecipient shall insure that any person volunteering in an unsupervised position will be required to undergo a Michigan State Police criminal record check as well as the Sex Offender Registry checks.

Section 9: Indemnification

The Subrecipient shall defend, indemnify and save harmless the City, 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 Subrecipient 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 Subrecipient 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 Subrecipient under the terms and conditions of this Contract. The Subrecipient 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 10: Insurance.

The Subrecipient shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance:

- A. Liability Insurance in an amount acceptable to the City.
- B. Renters Insurance. The Subrecipient shall maintain renters insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
- C. Worker's Compensation Insurance, if necessary, as required by the State of Michigan in an amount acceptable to the City. Such determination shall be responsibility of the Subrecipient.

Section 11: 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 Subrecipient is required to perform pursuant to Sections 3 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

Section 12: Contractor's Failure of Performance

The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.

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 Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform work or services in a timely manner.

In the event the Subrecipient 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.

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 Subrecipient with City funds pursuant to the Contract, shall become the

property of the City; and

2. The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient 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 Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b. Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, 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 13: Audits and Inspections

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 Subrecipient 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.
- 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.
- C. Allow the City to review such documents that are considered as backup to the operation of the Subrecipient, regardless of funding source.
- D. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- E. The Subrecipient 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 14: Conflict of Interest

- A. The Subrecipient 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 3) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- B. The Subrecipient 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 15: 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 16: Equal Employment Opportunity

During the performance of this Agreement, the Subrecipient agrees as follows:

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient 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. The Subrecipient 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. The Subrecipient will, in all solicitations or advertisements for employees

placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- C. The Subrecipient will send to each labor union or representative or workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Subrecipient's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Subrecipient 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. The Subrecipient 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 the Subrecipient'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 the Subrecipient 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.
- G. The Subrecipient will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or

purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event the Subrecipient becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

- H. In the event of 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 17: 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 18: 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 19: 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 20: 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 21: 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 Subrecipient will comply with the requirements and standards specified in the following federal regulations:

2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

Subpart J of 24CFR570.504, "Program Income."

Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

Section 22: Reversion of Assets

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

Section 23: Donations and Fees

Donations and fees which are received by the Contractor in connection with provision of items funded 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. For example, if the Subrecipient receives additional donations to off set utilities of the specific CDBG funded property, such shall be reported.

Section 24: Notices.

All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by regular mail addressed to the party or its address set forth above.

Section 25: Successors and Assigns.

The Subrecipient shall not assign or otherwise transfer this Agreement without the written consent of the City. The Agreement shall be binding on any successor or

assignee.

Section 26: Certifications.

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

The City of Wyoming

Dated: _____ By _____
Jack A. Poll, Mayor

Dated: _____ By _____
Kelli A. Vandenberg, City Clerk

Compassion This Way

Dated: _____ By _____
Herbert Start, President

Dated: _____ By _____
Brian Patterson, Executive Director

Approved as to form:

Jack R. Sluiter, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WYOMING AND THE HEART OF WEST MICHIGAN UNITED WAY FOR ADMINISTRATION OF THE KENT COUNTY/GRAND RAPIDS/WYOMING REGIONS CONTINUUM OF CARE

WHEREAS:

1. The City of Wyoming has experienced an increase in panhandling, homeless camps, and persons who are homeless over the course of the last seven years.
2. The U.S. Department of Housing and Urban Development (HUD) allows the use of Community Development Block Grant (CDBG) funds to support programs that seek to address needs associated with persons and families that are homeless or at risk of being homeless.
3. In its 2015-2016 budget, the City of Wyoming has approved funding the area's Continuum of Care (CoC) administration, which also serves as the Coalition to End Homelessness, in an amount not to exceed \$10,000.
4. The Kent County/Grand Rapids/Wyoming regions CoC is administered by the Heart of West Michigan United Way.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Agreement between the City of Wyoming and Heart of West Michigan United Way. The Wyoming City Council authorizes the Mayor and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Agreement

Resolution No. _____

STAFF REPORT

Date: May 11, 2015

Subject: United Way Subrecipient Agreement per the Administration of Continuum of Care/Coalition to End Homelessness

From: Rebecca Rynbrandt, Director of Community Services

Cc: Maureen Noe, President/CEO, United Way

Meeting Date: May 18, 2015

RECOMMENDATION:

It is recommended that the City Council enter into an agreement with the Heart of West Michigan United Way (United Way) to provide administrative services for the Kent County/Grand Rapids/Wyoming region's Continuum of Care (CoC) which also serves as the area's Coalition to End Homelessness.

SUSTAINABILITY CRITERIA:

Environmental Quality – The CoC is a body required by HUD to ascertain needs represented throughout Kent County, including the City of Wyoming, related to persons and families who are homeless or at risk of becoming homeless. The CoC works to increase the supply of decent, safe, emergency shelter, transitional housing, and affordable housing for those who are homeless or at risk of becoming homeless.

Social Equity – The CoC works to expand the capacity of nonprofits in meeting the needs of persons who are homeless, while strengthening and leveraging private sector partnerships between the state and local governments to provide housing and other necessary programs to address the needs of persons and families who are homeless or at risk of becoming homeless.

Economic Strength – Approximately \$5 million dollars of federal and state grant funds are applied for, received, and administered by the CoC. These funds support local units of government and area nonprofits in the creation and implementation of programs designed to assist persons and families who are homeless or at risk of becoming homeless.

DISCUSSION:

The federal government, recognizing the growing trend of homelessness, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. Over the last six years, the City of Wyoming has seen an increase in reported cases of panhandling, homeless camps, and persons who are homeless throughout the community. In response, the City has assigned myself to become an active member of the CoC/Coalition to End

Homelessness Steering Committee, identified support of the CoC in the CDBG Action Plan as a priority, and approved \$10,000 in the 2015-2016 budget to support the administration of the CoC.

BUDGET IMPACT:

Per HUD regulation, a sub-recipient agreement is required between the City and United Way for these purposes. Council has approved funding in the 2015-2016 CDBG budget, not to exceed \$10,000, for this purpose.

ATTACHMENTS:

Resolution
Agreement

<http://www.pdf-tools.com>

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
THE HEART OF WEST MICHIGAN UNITED WAY
JULY 1, 2015 THROUGH JUNE 30, 2016**

THIS CONTRACT, entered into this _____ day of _____, 2015, effective from July 1, 2015 through June 30, 2016 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28th Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **The Heart of West Michigan United Way**, a Not-for-Profit Corporation, located at 118 Commerce SW, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, the City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming; and

WHEREAS, the City also supports the administration of services to its homeless population through the Subrecipient; and

WHEREAS, the City and area nonprofit agencies obtain resources to deal with the problems of homelessness from HUD by submitting funding applications through the Subrecipient in response to Notices of Funding Availability published by HUD; and

WHEREAS, HUD requires that such funding applications contain a "Continuum of Care" strategy setting forth the needs and related priorities for the use of funds to deal with the problems of homelessness in the Kent County area, which includes the City of Wyoming; and

WHEREAS, the problems of homelessness will only increase in severity if funding from HUD is curtailed or lost; and

WHEREAS, the City desires to provide partial funding to the Subrecipient for a position, created by and housed at United Way, whose sole responsibility will be to provide the coordination and consultation necessary to develop and prepare the annual Continuum of Care strategy, required to obtain HUD funding needed to address the problems of homelessness, 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 Subrecipient do mutually agree as follows:

1. Project Objective.

The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to reduce the

problems of homelessness by providing funding to the Subrecipient, to annually develop and prepare the Continuum of Care strategy required to obtain HUD funding.

2. Scope of Services.

In order to accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:

- a. The Subrecipient may use a portion of the funds allocated to it by the City for the cost of providing the immediate supervision, coordination and consultation needed to develop, prepare and implement a Continuum of Care strategy, which is necessary to obtain funding from HUD to address the problems of homelessness in the Kent County area, which includes the City of Wyoming.
- b. The Subrecipient will invoice and collect from the City a maximum total of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) to be used to reimburse the Subrecipient the cost of providing the coordination and consultation needed to develop and write a Continuum of Care strategy.
- c. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made to develop the Continuum of Care strategy.

3. Time of Performance.

- a. On July 1, 2015, the Subrecipient shall commence performance of the services and activities required under this Contract.
- b. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2016, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) in accordance with the following schedule:
 - 1) The City shall pay the Subrecipient TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) in two (2) equal installments of FIVE THOUSAND and NO/100 DOLLARS (\$5,000.00). The last installment shall only be payable after the Continuum of Care strategy is completed and submitted to HUD by the application deadline established by HUD.
- b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of TEN THOUSAND and NO/100 DOLLARS (\$10,000).

5. Financial Transparency.

The parties hereby agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by way of this agreement. The Subrecipient agrees that it will maintain an operational internet website accessible to the general public.

6. 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 28.

7. Finance Procedures.

The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient 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.

- a. Any unearned payments under this Contract may be suspended by the City upon the Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.
- b. 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.

8. Donations and Fees.

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

9. Contract Modifications.

The City, from time to time, may expand, diminish or otherwise modify the project objective, scope of services, or any other contract provision related thereto, which the Subrecipient is required to perform pursuant to Sections 1 and 2 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

10. The Subrecipient's Failure of Performance.

- a. Breach of Contract. The failure of the Subrecipient 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 shall determine in its sole discretion whether the work is satisfactorily completed.
 - 2) In the event the City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.
 - 3) In the event the Subrecipient 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 Subrecipient.
- b. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
- c. Termination by the City. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City with sixty (60) days written notice to the Subrecipient, may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided for in this Contract.
- 1) In the event this Contract is terminated:
 - a) All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to the Contract, shall become the property of the City; and
 - b) The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 2) b) below.
 - 2) It is agreed that nothing contained herein shall:
 - a) Deprive the City of any additional rights or remedies, either at law or in equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b) Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, 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.

- 3) Nothing contained herein shall prohibit the City and the Subrecipient from mutually agreeing to terminate this Contract.

11. Reports and Information.

- a. **Financial Records and Reports.** The Subrecipient 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 Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- b. **Administrative Practices and Policies.** The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. **Equal Opportunity Employment.** The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. **Community Development Program Reports.** The Subrecipient shall maintain case files on each household served which include name, address, target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 31, 2016.
- e. **Annual Performance Report.** This must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
- f. **Demographic Report.** An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

In addition, the Subrecipient agrees to submit special reports when requested.

- g. **Catalog of Federal Domestic Assistance (CDFA).** The City, as a pass-through entity for Federal awards, is providing the following CDFA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

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
Organizational Unit – City of Wyoming
Organizational DUNS – 07928-3982
Award Year – 2015/2016 (July 1, 2015 – June 30, 2016)
Subrecipient Name – The Heart of West Michigan United Way
Project – United Way-HUD Continuum of Care Administration
Project Description – Kent County area residents, which include the City of Wyoming, have affordable administration of homeless programs for the purpose of providing a suitable living environment.
Project Funding - \$10,000

12. Eligible Costs of the Subrecipient.

Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules and regulations and conditions mandated by the City, including the regulations found at 2 CFR Part 200 entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”

13. Records and Documentation.

- a. Establishment and Maintenance of Records. The Subrecipient shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be required by the City.
- b. Unless otherwise expressly authorized by the City, the Subrecipient 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.
- c. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

- a. 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 Subrecipient shall:
 - 1) 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
 - 2) Permit the City, or its designee, 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

- 3) Allow the City, or its designee, to review such documents pertaining to this Contract and the Continuum of Care strategy that are considered as backup to the operation of the Subrecipient, regardless of funding source.
- b. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- c. The Subrecipient 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.

15. Conflict of Interest.

- a. The Subrecipient covenants that no conflict of 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 scope of services (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- b. The Subrecipient 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.

16. Assignment and Transfer of Interest; Subcontracting.

The Subrecipient 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 Subrecipient 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 Subrecipient shall promptly notify the City of any such assignment or transfer.

17. 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.

18. Save Harmless Clause.

The Subrecipient shall indemnify and save harmless the City, its officers, agents and employees 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 Subrecipient shall defend, indemnify and save harmless the City 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 Subrecipient or its subcontractors. Any insurance coverage specified

herein and in any special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Subrecipient under the terms and conditions of this Contract. The Subrecipient 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.

19. Debarred or Ineligible Contractors.

The Subrecipient agrees to abide by the provisions of 24 CFR Part 24, which include but are limited to the following:

HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or Subrecipient during any period of debarment, suspension, or placement or ineligibility status.

The Subrecipient should check all contractors, subcontractors, and vendors against the Federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>.

20. 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 Subrecipient will comply with the requirements and standards specified in the following federal regulations:

2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

Subpart J of 24CFR570.504(c), HUD Program Income Requirements.

Subpart J of 24CFR570.502(a)(7), Reversion of Assets.

21. Insurance.

The Subrecipient shall purchase and maintain, at its sole expense and as long as it is providing services to City, the following insurance coverage:

- a. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

Bodily Injury - \$1,000,000 per person
Property Damage - \$1,000,000 per occurrence

- b. Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

No-fault coverage – statutory
Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence
Property Damage - \$1,000,000 per occurrence

- c. Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits:

Workers' Compensation – statutory
\$500,000 per occurrence

- d. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

- e. Insurance coverage shall cover all claims against the City, its officials and employees, arising out of the work performed by the Subrecipient or any of its subcontractors under this Agreement. Should any work be subcontracted, it shall be the responsibility of the Subrecipient to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Subrecipient shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

- f. Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under this Agreement. Upon request, the Subrecipient shall provide the City with a complete certified copy of the policies for the above coverage's. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by City. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any

amendments thereto. Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

22. Civil Rights.

- a. The Subrecipient agrees that it will not discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, marital status, height, weight, age, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient 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 Subrecipient'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.
- d. In the event of the Subrecipient'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.

23. 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 Subrecipient shall comply with all applicable Federal, State and local laws including but not limited to the following: the Architectural Barrier Act of 1968, as amended, 42 USC § 4151 *et seq.*; the Barrier Free Design Act, 1966 PA 1, as amended, MCL 125.1351 *et seq.*; the Davis-Bacon Act, as amended, 40 USC § 3141 *et seq.*; the Copeland Anti-Kickback Act, as amended, 18 USC § 874, 40 USC § 3145, and as supplemented by 29 CFR Part 3; and the Federal Fair Labor Standards Act of 1938, as amended, 29 USC § 201 *et seq.*

24. 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.

25. 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.

26. 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.

27. City Department or Office.

It is agreed by the parties hereto that the City's Community Development Office shall be responsible for the administration of this Contract on behalf of the City.

28. Termination at City's Election.

Either party may, upon sixty (60) days written notice to the Contractor, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Subrecipient is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Subrecipient, the City shall not be obligated to supply financial assistance over the proceeding months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and dividing the amount of monies expended over such period by the number of funded months (or any fraction thereof). The City shall also compensate the Subrecipient for any required expenses in excess of the average monthly payment in an amount not to exceed the total amount of this Contract as specified in Section 4 hereof.

29. Certifications.

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

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

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____ Date
Jack A. Poll, Mayor

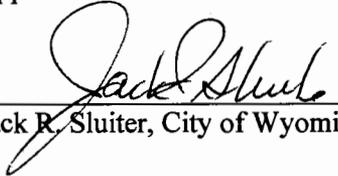
By: _____ Date
Kelli A. Vandenberg, City Clerk

UNITED WAY,
a not-for-profit corporation

By: _____ Date
Maureen Noe, President/CEO

By: _____ Date
Chris Slater, Vice President of
Finance

Approved as to form:



Jack R. Sluiter, City of Wyoming

<http://www.pdf-tools.com>

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH THE FAIR HOUSING CENTER OF WEST MICHIGAN FOR
FISCAL YEAR 2015-2016

WHEREAS:

1. The City wishes to promote and ensure that fair housing is available throughout the City.
2. The Fair Housing Center wishes to provide technical assistance to the City in responding to questions regarding housing discrimination from residents of the City or persons wishing to reside in the City.
3. The Wyoming Community Development Committee and the Wyoming City Council has approved the 2015-2016 budget, which includes this service.
4. The Fair Housing Center will conduct complaint assistance and investigation to obtain evidence of discriminatory practices and initiate appropriate enforcement action where such evidence exists.
5. The Fair Housing Center will disseminate fair housing information to housing consumers as an educational activity and will conduct a 3-hour Fair Housing training session in the City.
6. Funds shall be available in Account No. 256-400-17516-957.035.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Fair Housing Activities Agreement with the Fair Housing Center of West Michigan.

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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Fair Housing Activities Agreement

Resolution No. _____

STAFF REPORT

Date: May 5, 2015
Subject: Fair Housing Center – CDBG Funding 2015-2016
From: Rebecca Rynbrandt, Director of Community Services
Cc: Nancy Haynes, Fair Housing Center of West Michigan
Meeting Date: May 18, 2015

RECOMMENDATION:

As recommended by the citizen appointed Community Development Commission and affirmed during the FY 2015-16 budget review and acceptance process of the City Council, the budget of which included a grant award to the Fair Housing Center of West Michigan (Fair Housing Center) through the Community Development Block Grant restricted funds, it is recommended the City Council now therefore enter into the attached contract with Fair Housing Center.

SUSTAINABILITY CRITERIA:

Environmental Quality – Funding shall work to ensure a variety of housing options are available throughout the community to citizens and potential citizens regardless of race, disability, familial status and any other protected class.

Social Equity – Funding shall work to eliminate discriminatory practices related to housing within the City of Wyoming.

Economic Strength – By ensuring non-discriminatory housing practices within the City of Wyoming, shelter may be obtained by all persons. Full occupancy of rental properties shall assist in the maintenance of property and commercial values. By being able to obtain housing pursuant to their income without limits related to discrimination, citizens shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. and/or enjoy housing based upon their personal preferences.

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2015 through June 30, 2016 on Monday, April 6, 2015. Included within the plan is to provide support for specific efforts to ensure housing and to address discriminatory practices related to housing within Wyoming. To this end, we are proposing a renewal of our agreement with area non-profit Fair Housing Center of Western Michigan, Inc.

This year's agreement includes complaint assistance and investigation to obtain evidence of discriminatory practices and initiate appropriate enforcement action where such evidence exists. The Fair Housing Center will also disseminate fair housing information to housing consumers as an educational activity and will conduct a 3-hour fair housing training session in the city.

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

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$4,500.00. Sufficient funds are available in the activity account #256-400-17516-957.035.

<http://www.pdf-tools.com>

**FAIR HOUSING ACTIVITIES AGREEMENT
FOR THE CITY OF WYOMING, MICHIGAN FOR 2015-2016**

This Agreement is made between the **CITY OF WYOMING**, a Michigan municipal corporation, with its principal offices located at 1155 - 28th Street, S.W., Wyoming, Michigan (the "City"), and the **FAIR HOUSING CENTER OF WEST MICHIGAN**, a Michigan non-profit corporation, located at 20 Hall Street SE, Grand Rapids, Michigan 49507 (the "Subrecipient").

Preliminary Statement

The City wishes to promote and ensure that fair housing is available throughout the City. The Fair Housing Center was formed for the express purpose of promoting fair housing throughout the Grand Rapids metropolitan area and wishes to assist the City in promoting fair housing as defined by Title VIII of the Civil Rights Act of 1968, as amended, the Elliott-Larsen Civil Rights Act of the State of Michigan, as amended, the Michigan Handicapper Civil Rights Act, as amended, and the City of Wyoming Fair Housing Ordinance. This Agreement is entered into to provide the terms and conditions under which the Subrecipient will assist the City in promoting fair housing.

Agreement

In consideration of the facts stated above and the mutual promises set forth in this Agreement, the City and the Subrecipient agree as follows:

1. Term. The activities described in this Agreement are to begin on July 1, 2015, and are to be completed no later than June 30, 2016. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.
2. Termination. This Agreement shall automatically terminate as of June 30, 2016, unless renewed for successive one (1) year terms by written agreement of both parties. The City and the Subrecipient shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party. In the event of early termination, the amount of payment to the Subrecipient shall be pro-rated according to the schedule set forth in Paragraph 4.
3. Services:
 - A. Complaint Assistance/Investigation.
 - a. The Subrecipient shall provide complaint investigation and determination services in response to allegations of housing discrimination within the City which the Subrecipient may receive, from any source, during the term of this Agreement. The Subrecipient shall utilize, in their expert opinion, any and all necessary methods of acceptable investigation, testing, etc. practices to determine the merits of such complaints. If on the date this Agreement

terminates, and the Subrecipient has not completed processing one or more complaints, the Subrecipient shall complete its regular processing of those complaints at no extra charge.

b. Wyoming shall reimburse the Subrecipient up to a maximum amount of \$3,500.00 for complaint assistance/investigation/determination services.

B. Outreach and Education. The Subrecipient will conduct a community outreach program to educate housing consumers, professionals and the general public concerning fair housing.

a. The Subrecipient will conduct one 3-hour Fair Housing training session at an accessible Wyoming location, designed to increase voluntary compliance with fair housing laws throughout the Wyoming housing industry including both the real estate and rental industry.

1. The Subrecipient's maximum reimbursable cost for speaker fees shall not exceed \$750.00.

2. Wyoming shall provide the location, food, marketing, event registration and mailing of certificates of completion.

3. The Subrecipient shall provide training materials.

b. The Subrecipient will continue to disseminate materials on a community-wide basis in order to promote understanding of fair housing and the benefits thereof, and to increase general public awareness regarding equal access to housing opportunity. Outreach materials will include (but will not be limited to) organizational newsletters, *Publisher's Notices* in publications accepting housing advertising, and video, audio and print public service announcements (PSA) designed by the National Fair Housing Alliance (NFHA) with the support of the Department of Housing & Urban Development (HUD) to promote the identification and reporting of housing discrimination, up to a maximum reimbursable amount of \$250.00.

c. All Wyoming outreach and educational activities accomplished shall be documented in the mid and final reports.

4. Payment. In consideration for the services, the City shall pay the Subrecipient up to a total of Four Thousand Five Hundred Dollars (\$4,500.00) for actual and reasonable expenses. The Subrecipient shall submit payment requests with all supporting documentation (payroll sheets, copies of checks, receipts, etc) quarterly for reimbursement, but not less than twice per year, as follows:

- A. Up to Three Thousand Seven Hundred and Fifty dollars (\$3,750.00) for complaint assistance/investigation services as describe herein,
 - B. Up to Seven Hundred Fifty Dollars (\$750.00) for speaker fees and training materials as described herein,
5. Reports. Upon execution of this Agreement, the Subrecipient shall provide the City with a copy of its most recent audit report. In addition, all records and documents maintained by the Subrecipient in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager. The Subrecipient shall provide the City with a mid-period report, and a comprehensive final report of the Subrecipient's activities in connection with this Agreement upon completion of the services. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
6. Community Development Program Reports. The Contractor shall maintain case files on each household served which include name, address, and target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July 31, 2016:
- A. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
 - B. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.
- In addition, the Subrecipient agrees to submit special reports when requested.
7. Catalog of Federal Domestic Assistance (CDFA). The City, as a pass-through entity for Federal awards, is providing the following CDF information to the Subrecipient to be used for their single audit and any reporting to the federal government required by the

non-profit organization:

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

Organizational Unit – City of Wyoming

Organizational DUNS – 07928-3982

Award Year – 2015/2016 (July 1, 2015 – June 30, 2016)

Subrecipient Name – Fair Housing Center of West Michigan

Project – Fair Housing Services

Project Description – All Wyoming residents have access to fair housing complaint assistance/investigation and outreach/education services for the purpose of providing a suitable living environment.

Project Funding - \$4,500.00

8. Independent Contractor. The Subrecipient shall perform the services as an independent contractor, and neither the Subrecipient nor any of its employees shall be considered an employee of the City at any time during the term of this Agreement.
9. Indemnification. The Subrecipient agrees to hold the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses, including but not limited to actual attorney fees, or on account of any or all suits for damages sustained by any persons or property resulting in whole or in part from the performance or omission of any officer, employee, agent, or representative of the Subrecipient.
10. Insurance. The Subrecipient shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance:
 - A. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:
Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence
Property Damage - \$1,000,000 per occurrence
 - B. Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles.

Coverage shall be endorsed to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

No-fault coverage – statutory

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

- C. Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits:

Workers' Compensation – statutory

\$500,000 per occurrence

- D. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

- E. Insurance coverage shall cover all claims against the City, its officials and employees, arising out of the work performed by the Subrecipient or any of its subcontractors under this Agreement. Should any work be subcontracted, it shall be the responsibility of the Subrecipient to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Subrecipient shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

- F. Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under this Agreement. Upon request, the Subrecipient shall provide the City with a complete certified copy of the policies for the above coverage's. Cancellation, material restriction, nonrenewal or lapse of any of the required

policies shall be grounds for immediate termination of this Agreement by City. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto. Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

11. Compliance with Laws. The Subrecipient shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 stat. 394, which states that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Further, the Subrecipient shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement. The Subrecipient shall keep all records as may be required by applicable law, including but not limited to HUD CDBG program requirements.
12. Audits and Inspections. 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.
 - 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.
 - C. Allow the City to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source.
 - D. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
 - E. The Subrecipient 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.

13. Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient 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. The Subrecipient 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. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Subrecipient will send to each labor union or representative or workers with which The Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Subrecipient's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Subrecipient 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. The Subrecipient 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 the Subrecipient'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 the Subrecipient 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.
 - G. The Subrecipient will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event the Subrecipient becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.
 - H. In the event of 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.
14. Assignment. This Agreement shall not be assignable by either party without the written consent of the other party to this Agreement.
15. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by certified mail, postage prepaid, addressed to the party or its address set forth above.

16. 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 Subrecipient will comply with the requirements and standards specified in the following federal regulations:

2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

Subpart K of 24 CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

Subpart J of 24 CFR570.504, "Program Income."

Subpart J of 24 CFR 570.502, "Applicability of Uniform Administrative Requirements."

17. Conflict of Interest.

- A. The Subrecipient 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 of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- B. The Subrecipient 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.

18. Certifications.

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and

conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

The City of Wyoming

Dated: _____

By _____
Jack A. Poll, Mayor

Dated: _____

By _____
Kelli A. Vandenberg, City Clerk

Fair Housing Center of West Michigan

Dated: _____

By _____
Doretha Ardoin, President

Dated: _____

By _____
Nancy L. Haynes, Executive Director

Approved as to form:

Jack R. Sluiter, City Attorney

<http://www.pdf-tools.com>

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE CITY OF GRAND RAPIDS TO PERFORM SUBRECIPIENT MONITORING SERVICES ON BEHALF OF THE CITY OF WYOMING

WHEREAS:

1. The United States Department of Housing and Urban Development (HUD) regulations require the City of Wyoming to monitor its Community Development Block Grant (CDBG) program subrecipients.
2. Due to limited staffing and expertise, it is deemed in the best interest of the citizens of Wyoming to enter into an agreement with the City of Grand Rapids to perform such monitoring services on its behalf.
3. The City of Grand Rapids has agreed to perform such services for a not-to-exceed amount of \$700.00.
4. Funding to support this agreement is available in the CDBG fund, specifically account number 256-400-17516-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to enter into an agreement with the City of Grand Rapids to perform monitoring services on behalf of the City of Wyoming for an amount not to exceed \$700.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: May 5, 2015

Subject: City of Wyoming-City of Grand Rapids Subrecipient Monitoring Agreement

From: Rebecca Rynbrandt, Director of Community Services

Cc: Jack Sluiter, City Attorney
Connie Bohatch, Director of Community Development, City of Grand Rapids

Meeting Date: May 18, 2015

RECOMMENDATION:

It is recommended that the City Council approve the City of Wyoming-City of Grand Rapids Subrecipient Monitoring Agreement in the amount of \$700.00.

SUSTAINABILITY CRITERIA:

Environmental Quality – The City of Wyoming Community Development Block Grant fund provides grants to area nonprofits to increase and improve the supply of decent, safe, affordable housing to low- and moderate-income households.

Social Equity – Wyoming funds a diversity of nonprofits seeking to provide for a diversity of programs to equitably impact persons of low- and moderate-income households. Such funds work to improve properties and neighborhoods throughout the City regardless of geographic area.

Economic Strength – The monitoring agreement leverages the expertise of City of Grand Rapids Community Development staff, works to eliminate redundancy of staffing between both the City of Wyoming and City of Grand Rapids, and limits disruption to sub-recipient program operations for multiple audits.

DISCUSSION:

As required by the Housing and Urban Development (HUD) regulations, our agreement with The Heart of West Michigan United Way requires the City of Wyoming to establish a detailed monitoring process of their financial and programmatic performance as a subrecipient. Such a process is to include risk assessment, subrecipient notification, desk audit, on-site monitoring (data gathering, analysis, interviews, exit conferences), and final determination. In 2013, the City of Wyoming first entered into an agreement with the City of Grand Rapids to represent the City of Wyoming in performing the necessary monitoring of this subrecipient. The City of Grand Rapids' costs in performing this service is \$700.00 for FY 2015-2016.

By renewing this agreement, the City of Wyoming protects the integrity of our programs, meeting audit requirements, and leverages the expertise and manpower of the City of Grand Rapids, while containing administrative costs for the benefit of the citizens of Wyoming.

BUDGET IMPACT:

Funds for monitoring services have been budgeted for in the 2015-2016 Community Development Block Grant Fund.

ATTACHMENTS:

Resolution
Agreement

<http://www.pdf-tools.com>

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MONITORING SERVICES AGREEMENT

This Community Development Block Grant Program Monitoring Services Agreement (the "Agreement") is entered by and between the **City of Wyoming** (hereinafter referred to as the "City"), a Michigan home rule city, whose address is 1155 28th Street SW, Wyoming, Michigan 49509, and the **City of Grand Rapids** (hereinafter referred to as the "Contractor"), a Michigan municipal corporation, through its Community Development Department, whose address is 300 Monroe Avenue NW, Grand Rapids, Michigan 49503. This Agreement is effective July 1, 2015.

Recitals

1. To ensure compliance with federal regulations and to successfully administer the CDBG federal grant program, the City desires to enter into an agreement with the Contractor to perform monitoring services of one of the City's Community Development Block Grant Programs (CDBG) subrecipient contracts.
2. The City does not have adequate personnel to perform monitoring of the agencies that are CDBG subrecipients as required by federal regulations.
3. The Contractor has personnel who are trained and qualified to perform the monitoring services on behalf of the City, and the Contractor is willing to provide such services to the City.

Now therefore, for good and valuable consideration referred to in this Agreement, the sufficiency of which is acknowledged hereto, the parties agree as under.

Section 1: Monitoring Services

- A. Subject to the terms of this Agreement, the City hereby retains the services of the Contractor to perform monitoring of the City's FY 2015-2016 CDBG Program subrecipient agreement with The Heart of West Michigan United Way for the Coalition to End Homelessness. The monitoring services shall be consistent with U.S. Department of Housing and Urban Development's (HUD) mandated requirements.
- B. The City will continue to remain responsible for the overall administration of the CDBG program and for ensuring subrecipient agency compliance with all CDBG program requirements.

Section 2: Duties of the Contractor

- A. The Contractor will perform on-site monitoring of The Heart of West Michigan United Way for the Coalition to End Homelessness once during the term of the Agreement.

The monitoring of the common subrecipient agency of the City and the Contractor will be performed concurrently and in a manner which is consistent with HUD's monitoring requirements.

- B. The Contractor shall maintain complete records of the monitoring services performed pursuant to this Agreement. Such records shall include reports of inspections, monitoring review checklists, related correspondence, correction notices and approvals. The Contractor shall provide to the City within (60) days of the monitoring visit, information such as national objective, eligibility, files sampled, scheduled on-site inspection date, completed date, and monitoring results, including correction notices shall be provided to the City.
- C. The Contractor will provide all records and reports to the City, upon request, to satisfy the City's audit requirements.
- D. The Contractor will provide all records and reports to the City, upon request, to satisfy HUD's audit of monitoring visits made to the subrecipient agency.

Section 3: Duties of the City

- A. The City shall provide the Contractor with all information necessary to conduct and complete the monitoring services, including but not limited to, project proposals, eligibility determination, awards, contracts, invoices, payments, quarterly and annual reports, draw records and communications. Such information shall be provided to the Contractor no later than April 1, 2016.
- B. The City will provide the Contractor with access to the City of Wyoming's Five-Year Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).
- C. The City shall be responsible for enforcement of any corrective actions with regards to any findings or concerns identified by the Contractor relating to the subrecipient agency as a result of the monitoring report.
- D. The City shall be responsible for the enforcement of any sanctions of the subrecipient agency as a result of the Contractor's monitoring activity.
- E. The City shall be responsible for tracking corrective actions and sanctions as a result of the Contractor's monitoring activity.
- F. The City will remain the entity responsible for compliance as it pertains to the eligibility of the activities and how the activities are carried out.
- G. The City shall provide any follow-up technical assistance as may be necessary to the subrecipient agency.

- H. Any questions relating to monitoring of the subrecipient agency will be resolved between the City and the Contractor by contacting the HUD CPD representative for technical assistance.

Section 4: Motor Vehicle

- A. The Contractor shall utilize its own motor vehicle for the subrecipient agency site visit in carrying out the duties pursuant to this Agreement. The Contractor shall be responsible for all expenses associated with the operation of the motor vehicle, including gasoline, maintenance, repairs, insurance, and all incidental costs. The motor vehicle should be identifiable as representing the Contractor.

Section 5: Compensation

- A. The City shall pay the Contractor an amount not to exceed Seven Hundred (\$700.00) dollars which is inclusive of employee's hourly wage and benefits, cost allocation, and cost of motor vehicle use, for the monitoring services provided under this Agreement. The Contractor shall not be entitled to any additional payment of any kind in the provision of these services, except as provided for in this paragraph.
- B. The Contractor shall invoice the City for services rendered after completion of all monitoring services under this Agreement. Subsequently, the City shall reimburse the Contractor within thirty (30) days of submission of invoices.

Section 7: Contract

- A. In the performance of all duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the Contractor, its officers and employees are and shall at all times be acting and performing services as a Contractor with the City.
- B. The City shall neither have nor exercise any control or direction over the methods by which the Contractor's personnel perform the monitoring services under this Agreement, except that the Contractor agrees at all times to comply completely and fully with the provisions of this Agreement and the applicable federal laws and regulations.
- C. The City may perform or cause to be performed random quality assurance actions related to the monitoring services provided by the Contractor.

Section 8: Insurance and Indemnification

- A. The City and the Contractor shall at all times secure and maintain in force comprehensive general liability insurance. This insurance shall be written in a comprehensive form and shall protect against all claims for personal and bodily injuries to members of the public and damage to property arising from any act or

omission of the Contractor under this Agreement. The parties acknowledge that the insurance liability limits provided may include self-insurance retention under the terms of a municipal self-insurance risk management program (e.g. Michigan Municipal Risk Management Authority). In addition, the City shall indemnify the Contractor, to the full extent permitted by law, from and against claims arising out of the Contractor's provision of monitoring services pursuant to this Agreement except for claims caused by the Contractor's gross negligence or intentional acts.

The liability limits shall not be less than:

Bodily Injury:	\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate.
Property Damage:	\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate.

The City and the Contractor shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim, and shall cooperate with each other whenever any claim is filed with respect to the services rendered pursuant to this Agreement.

Section 9: Term

- A. The term of this Agreement shall commence on July 1, 2015 and terminate on June 30, 2016. The parties may agree to extend the term of the Agreement upon mutual agreement evidenced in writing.

Section 10: Termination by Notice

- A. This Agreement may be terminated by the City or the Contractor, without cause or reason, at any time, upon thirty (30) business days' written notice to the other party. In the event of termination, the City shall pay to the Contractor any and all amounts due for work performed under the Agreement to the date of termination.

Section 11: Effect of Termination

- A. Upon termination or expiration of this Agreement, the parties shall have no further obligation to each other except for obligations accruing prior to the effective date of the termination or expiration. However, the City and the Contractor shall be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the monitoring services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement.

Section 12: Conflict of Interest

- A. 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 of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- B. 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 who they have family, business or other ties.

Section 13: Miscellaneous

- A. This Agreement shall be non-assignable.
- B. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, assigns, and successors.
- C. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated above or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. Alternative means of transmittal utilizing electronic media may be used as agreed upon by both parties and in conformance with applicable laws and regulations pertaining to its use.
- D. The City shall retain records in conformance with the State of Michigan General Record Retention and Disposal Schedule adopted by the respective community.
- E. Freedom of information requests related to the services provided under this Agreement shall be processed according to rules governing such requests. Parties to this agreement shall promptly notify one another of such requests.
- F. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law.
- G. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
- H. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect.

- I. This Agreement represents the entire understanding and agreement between the parties, and all prior understandings and agreements are specifically merged in this Agreement.
- J. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Witness:

CITY OF WYOMING

By: _____
Jack Poll, Mayor

Date: _____

By: _____
Kelli A. Vandenberg, City Clerk

Date: _____

Approved as to form

Jack Sluiter
Attorney, City of Wyoming

Witness:

CITY OF GRAND RAPIDS

By: _____

Connie M. Bohatch
Managing Director of Community
Services

Date: _____

Approved as to form

Catherine Mish
Attorney, City of Grand Rapids

<http://www.pdf-tools.com>

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN
AGREEMENT WITH THE COUNTY OF KENT TO PERFORM SUBRECIPIENT
MONITORING SERVICES ON BEHALF OF THE CITY OF WYOMING

WHEREAS:

1. The United States Department of Housing and Urban Development (HUD) regulations require the City of Wyoming to monitor its Community Development Block Grant (CDBG) program subrecipients.
2. Due to limited staffing and expertise, it is deemed in the best interest of the citizens of Wyoming to enter into an agreement with the County of Kent to perform such monitoring services on its behalf.
3. The County of Kent has agreed to perform such services for a not-to-exceed amount of \$4,000.
4. Funding to support this agreement is available in the CDBG fund, specifically account number 256-400-17516-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to enter into an agreement with the County of Kent to perform monitoring services on behalf of the City of Wyoming for an amount not to exceed \$4,000.

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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: May 5, 2015

Subject: City of Wyoming-Kent County Subrecipient Monitoring Agreement

From: Rebecca Rynbrandt, Director of Community Services

Cc: Jack Sluiter, City Attorney
Linda Likely, Director of Community Development, County of Kent

Meeting Date: May 18, 2015

RECOMMENDATION:

It is recommended that the City Council approve the City of Wyoming-County of Kent Subrecipient Monitoring Agreement in the amount of \$4,000.

SUSTAINABILITY CRITERIA:

Environmental Quality – The City of Wyoming Community Development Block Grant fund provides grants to area nonprofits to increase and improve the supply of decent, safe, affordable housing to low- and moderate-income households.

Social Equity – Wyoming funds a diversity of nonprofits seeking to provide for a diversity of programs to equitably impact persons of low- and moderate-income households. Such funds work to improve properties and neighborhoods throughout the City regardless of geographic area.

Economic Strength – The monitoring agreement leverages the expertise of Kent County Community Development staff, works to eliminate redundancy of staffing between both the City of Wyoming and Kent County, and limits disruption to subrecipient program operations for multiple audits.

DISCUSSION:

As required by the Housing and Urban Development (HUD) regulations, our agreements with Home Repair Services, Fair Housing Center of West Michigan, Habitat for Humanity, The Salvation Army Social Services and Compassion This Way require the City of Wyoming to establish a detailed monitoring process of their financial and programmatic performance as subrecipients. Such a process is to include risk assessment, subrecipient notification, desk audit, on-site monitoring (data gathering, analysis, interviews, exit conferences), and final determination. In 2011, the City of Wyoming began entering into agreements with Kent County to represent the City of Wyoming in performing the necessary monitoring of our subrecipients. Kent County

Community Development staff has performed exceptionally well for us. The County's costs in performing these services are \$4,000 for FY 2015-2016.

By renewing this agreement, the City of Wyoming protects the integrity of our programs, meeting audit requirements, and leverages the expertise and manpower of Kent County, while containing administrative costs for the benefit of the citizens of Wyoming.

BUDGET IMPACT:

Funds for monitoring services have been budgeted for in the 2015-2016 Community Development Block Grant Fund.

ATTACHMENTS:

Resolution
Agreement

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
MONITORING SERVICES AGREEMENT**

This Community Development Block Grant Program Monitoring Services Agreement (the "Agreement") is entered by and between the **City of Wyoming** (hereinafter referred to as the "City"), a Michigan home rule city, whose address is 1155 28th Street SW, Wyoming, Michigan 49509, and the **County of Kent** (hereinafter referred to as the "Contractor"), a Michigan municipal corporation, through its Community Development Department, whose address is 300 Monroe Avenue NW, Grand Rapids, Michigan 49503. This Agreement is effective July 1, 2015.

Recitals

1. To ensure compliance with federal regulations and to successfully administer the CDBG federal grant program, the City desires to enter into an agreement with the Contractor to perform monitoring services of the City's Community Development Block Grant Program's (CDBG) subrecipient contracts.
2. The City does not have adequate personnel to perform monitoring of the agencies that are CDBG subrecipients as required by federal regulations.
3. The Contractor has personnel who are trained and qualified to perform the monitoring services on behalf of the City, and the Contractor is willing to provide such services to the City.

Now therefore, for good and valuable consideration referred to in this Agreement, the sufficiency of which is acknowledged hereto, the parties agree as under.

Section 1: Monitoring Services

- A. Subject to the terms of this Agreement, the City hereby retains the services of the Contractor to perform monitoring of the City's CDBG Program subrecipients: Home Repair Services, Fair Housing Center of West Michigan, Habitat for Humanity of Kent County, The Salvation Army Social Services and Compassion This Way. The monitoring services shall be consistent with U.S. Department of Housing and Urban Development's (HUD) mandated requirements.
- B. The City will continue to remain responsible for the overall administration of the CDBG program and for ensuring subrecipients' compliance with all CDBG program requirements.

Section 2: Duties of the Contractor

- A. The Contractor will perform on-site monitoring of the City's CDBG Program

subrecipients once during the term of the Agreement. The monitoring of the common subrecipient agencies of the City and the Contractor would be performed concurrently and in a manner which is consistent with HUD's monitoring requirements.

- B. The Contractor shall maintain complete records of the monitoring services performed pursuant to this Agreement. Such records shall include reports of inspections, monitoring review checklists, related correspondence, correction notices and approvals. The Contractor shall provide to the City within (60) days of the monitoring visit, information such as national objective, eligibility, files sampled, scheduled on-site inspection date, completed date, and monitoring results, including correction notices shall be provided to the City.
- C. The Contractor will provide all records and reports to the City, upon request, to satisfy the City's audit requirements.
- D. The Contractor will provide all records and reports to the City, upon request, to satisfy HUD's audit of monitoring visits made to the subrecipient agencies.

Section 3: Duties of the City

- A. The City shall provide the Contractor with all information necessary to conduct and complete the monitoring services, including but not limited to, project proposals, eligibility determination, awards, contracts, invoices, payments, quarterly and annual reports, draw records and communications.
- B. The City will provide the Contractor with access to the City of Wyoming's Five-Year Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).
- C. The City shall be responsible for enforcement of any corrective actions with regards to any findings or concerns identified by the Contractor relating to subrecipient agencies as a result of the monitoring report.
- D. The City shall be responsible for the enforcement of any sanctions of the subrecipient agencies as a result of the Contractor's monitoring activity.
- E. The City shall be responsible for tracking corrective actions and sanctions as a result of the Contractor's monitoring activity.
- F. The City will remain the entity responsible for compliance as it pertains to the eligibility of the activities and how the activities are carried out.
- G. The City shall provide any follow-up technical assistance as may be necessary to the subrecipient agencies.
- H. Any questions relating to monitoring of the subrecipient agencies will be resolved

between the City and the Contractor by contacting the HUD CPD representative for technical assistance.

Section 4: Motor Vehicle

- A. The Contractor shall utilize its own motor vehicle for the subrecipient site visits in carrying out the duties pursuant to this Agreement. The Contractor shall be responsible for all expenses associated with the operation of the motor vehicle, including gasoline, maintenance, repairs, insurance, and all incidental costs. The motor vehicle should be identifiable as representing the Contractor.

Section 5: Compensation

- A. The City shall pay the Contractor an amount not to exceed Four Thousand (\$4,000.00) dollars which is inclusive of employee's hourly wage and benefits, cost allocation, and cost of motor vehicle use, for the monitoring services provided under this Agreement. The Contractor shall not be entitled to any additional payment of any kind in the provision of these services, except as provided for in this paragraph.
- B. The Contractor shall invoice the City for services rendered after completion of all monitoring services under this Agreement. Subsequently, the City shall reimburse the Contractor within thirty (30) days of submission of invoices.

Section 7: Contract

- A. In the performance of all duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the Contractor, its officers and employees are and shall at all times be acting and performing services as a Contractor with the City.
- B. The City shall neither have nor exercise any control or direction over the methods by which the Contractor's personnel perform the monitoring services under this Agreement, except that the Contractor agrees at all times to comply completely and fully with the provisions of this Agreement and the applicable federal laws and regulations.
- C. The City may perform or cause to be performed random quality assurance actions related to the monitoring services provided by the Contractor.

Section 8: Insurance and Indemnification

- A. City and Contractor shall at all times secure and maintain in force comprehensive general liability insurance. This insurance shall be written in a comprehensive form and shall protect against all claims for personal and bodily injuries to members of the public and damage to property arising from any act or omission of the Contractor under this Agreement. The parties acknowledge that the insurance liability limits

provided may include self-insurance retention under the terms of a municipal self-insurance risk management program (e.g. Michigan Municipal Risk Management Authority). In addition, the City shall indemnify the Contractor, to the full extent permitted by law, from and against claims arising out of the Contractor's provision of monitoring services pursuant to this Agreement except for claims caused by the Contractor's gross negligence or intentional acts.

The liability limits shall not be less than:

Bodily Injury:	\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate.
Property Damage:	\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate.

The City and Contractor shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim, and shall cooperate with each other whenever any claim is filed with respect to the services rendered pursuant to this Agreement.

Section 9: Term

- A. The term of this Agreement shall commence on July 1, 2015 and terminate on June 30, 2016. The parties may agree to extend the term of the Agreement upon mutual agreement evidenced in writing.

Section 10: Termination by Notice

- A. This Agreement may be terminated by the City or Contractor, without cause or reason, at any time, upon thirty (30) business days' written notice to the other party. In the event of termination, the City shall pay to the Contractor any and all amounts due for work performed under the Agreement to the date of termination.

Section 11: Effect of Termination

- A. Upon termination or expiration of this Agreement, the parties shall have no further obligation to each other except for obligations accruing prior to the effective date of the termination or expiration. However, the City and Contractor shall be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the monitoring services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement.

Section 12: Conflict of Interest

- A. 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 of this Contract fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- B. 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 who they have family, business or other ties.

Section 13: Miscellaneous

- A. This Agreement shall be non-assignable.
- B. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, assigns, and successors.
- C. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated above or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. Alternative means of transmittal utilizing electronic media may be used as agreed upon by both parties and in conformance with applicable laws and regulations pertaining to its use.
- D. Records shall be retained in conformance with State of Michigan General Record Retention and Disposal Schedule adopted by the respective community.
- E. Freedom of information requests related to the services provided under this Agreement shall be processed according to rules governing such requests. Parties to this agreement shall promptly notify one another of such requests.
- F. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law.
- G. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
- H. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect.

I. This Agreement represents the entire understanding and agreement between the parties, and all prior understandings and agreements are specifically merged in this Agreement.

J. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF WYOMING

By: _____
Jack Poll, Mayor

Date: _____

By: _____
Kelli A. VandenBerg, City Clerk

Date: _____

Approved as to form

Jack Sluiter
Attorney, City of Wyoming

COUNTY OF KENT

By: _____
Dan Koorndyk, Chair
Board of Commissioners

Date: _____

Approved as to form

Sangeeta Ghosh
Assistant Corporate Counsel

Attest

Mary Hollinrake
Kent County Clerk

Date: _____

RESOLUTION NO. _____

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

WHEREAS:

1. The City of Wyoming and AAWM have an established contract (Ref: Resolution #24911) to provide older adult transportation support services with state and federal funding for a period ending September 30, 2015.
2. Due to high program demand, the City of Wyoming had applied to amend the service contract effective October 1, 2014 through September 30, 2015, requesting an increase of funds of \$1,000.
3. On April 27, 2015, the Board of Directors of AAWM voted to award the City of Wyoming the additional \$1,000 resulting in an amended contract amount of \$12,133 to provide transportation services for older adults.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming recognizes the total awarded grant amount of \$12,133 and authorizes the Mayor and City Clerk to enter into a contract amendment to provide services by accepting such funding from the AAWM
2. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Agreement

CITY OF WYOMING BUDGET AMENDMENT

Date: May 18, 2015

Budget Amendment No. 051

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$18,860 of budgetary authority and to recognize related grant and ticket sale revenue to be received from the Area Agency on Aging of Western Michigan, Inc. (AAAWM) Grant in Support of Older Adult Transportation per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
AAA Transportation (Grant Revenue) 208-522.000 AAA Transportation.2015 Grant	\$11,140	\$1,000		\$12,140
AAA Transportation Fees (Ticket Sales) 208-636.000 AAA Trans.2015 Grt	\$0	\$17,860		\$17,860
Parks and Recreation - Senior Center - Other Services - Go Bus Tickets 208-752-75800-956.200 AAA Trans.2015 Grt	\$11,140	\$18,860		\$30,000
Fund Balance (208)				\$0

Recommended: *Kate Bayliss*
Accountant

Heidi A. Dahl
Dep 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: May 4, 2015

Subject: Additional Grant Award for Transportation Assistance Program

From: Rebecca Rynbrandt, Director of Community Services

Cc: Molly Remenap, Recreation Programmer II

Meeting Date: May 18, 2015

RECOMMENDATION:

It is recommended that the City Council accept an additional \$1,000 in grant funds and to approve an amended grant agreement with the Area Agency on Aging of Western Michigan reflecting said increase to a total contract amount of \$12,133 to provide for the Wyoming Senior Center's Older Adult Transportation Assistance Program.

SUSTAINABILITY CRITERIA:

Social Equity – This program works to assure reliable transportation for adults 60 years of age and older who have limited economic means, are disabled, and are socially isolated.

Economic Strength – Through grant support, we will be able to subsidize over 5,500 Go! Bus rides for area older adults. Program participant's use tickets to attend the Wyoming Senior Center and to perform activities of daily living and contribute to the local economy. Participant surveys indicated that Go! Bus tickets are used to: improve quality of life, access medical appointments, obtain food and other services.

DISCUSSION:

I am very pleased to report our application for additional funding in support of senior citizen transportation needs has met with success. Area Agency on Aging of Western Michigan (AAAWM) Board of Directors voted in favor of funding an additional \$1,000 in support of our Go! Bus subsidized ticket program for fiscal year 2015. This successful application was made by Molly Remenap. We were pleased that the program's merits and the vital service it provides to area older adults continue to be recognized by the AAWM. This innovative program is one of many such programs offered by the Wyoming Parks and Recreation Department in support of area older adults and is administered out of the Wyoming Senior Center.

BUDGET IMPACT:

An additional \$1,000 will be leveraged to provide for transportation services for older adults. The attached budget amendment has been prepared by the Finance Department.

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

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

AGREEMENT OF PARTIES

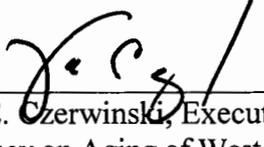
As of April 27, 2015, AAAWM and the Service Provider agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2014 through September 30, 2015, as provided in the Contract of October 1, 2013, shall not exceed **\$12,133.00 (Twelve thousand one hundred thirty-three and 00/100 dollars)**.
2. Service Provider is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Provider agrees to provide as Local Match, for the budget period October 1, 2014 through September 30, 2015, as specified in the Contract of October 1, 2013, shall be not less than **\$1,348.00 (One thousand three hundred forty-eight and 00/100 dollars)**.
4. That Service Budget (Attachment I-A) is deleted and Service Budget (Attachment I-A) dated April 27, 2015 is added.
5. That Older Americans Act Funding Distribution (Attachment II) is deleted and Older Americans Act Funding Distribution (Attachment II) dated April 27, 2015 is added.
6. Federal Regulations. Service Provider will comply with federal regulation 2 CFR Part 180 and certifies to the best of its knowledge and belief that its employees:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 13(b); and

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

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

By:



Thomas E. Ozerwinski, Executive Director
Area Agency on Aging of Western Michigan

Date

4-28-15

By:

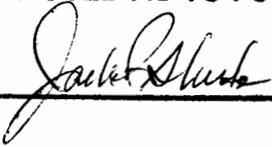
Person Authorized to Sign for Service Provider

Date

Name: _____

Title: _____

APPROVED AS TO FORM:



**Area Agency on Aging of Western Michigan
Access / Community Services Budget**

**Attachment I - A
Date: 27-Apr-15
Prepared by: Anne Havern**

Contractor Name: City of Wyoming	Budget Period: October 1, 2014 - September 30, 2015
Access/Community Service: Transportation - Public	Contract #: 51.98
Geographic Area to Serve: Kent County	

1. Federal Funds Awarded (IIIB, IIID, IIIE, IIIEAP, VII)	\$12,133
2. State Funds Awarded (SAC, SIH, SRC, TSRP, SCS)	
3. Total AAAWM Funds Awarded	\$12,133
4. 10% Cash/In-kind Match	\$1,348
	\$0
	\$0
4a. Total Local Cash Match	
City of Wyoming	\$1,348
	\$0
	\$0
4a. Total Local In-Kind Match	
	\$0
	\$0
	\$0
	\$13,481

1. Direct Service Workers' Costs and Expenses		
2. Supplies/Equipment for Direct Service Provision		
3. Administration and fundraising Expenses	\$0.54	
4. Overhead: Occupancy, Communication, Other (describe below)	\$3.00	
Description of Overhead Expenses		
Gas Bus Tickets	\$3.00	
Total Unit Cost includes AAAWM funds, match & other resources	\$3.54	
5. Cost Per AAAWM Unit	\$3.54	
6. Less 10% Unit Match	\$0.35	
7. Unit Rate to Be Paid by AAAWM to Service Provider	\$3.19	

1. AAAWM Funds	\$12,133	
2. Program Income	\$6,500	
3. Cost Share		
4. TOTAL	\$18,633	5,841

For each of the following, provide an estimated number of persons to be served with the budgeted funds.

Clients	80
Clients who are caregivers	
Clients with income less than or equal to 100% of poverty:	60
Clients under 60 years of age:	
Clients over 75 years of age:	41
Minority clients:	10
Frail/Disabled clients (3 or more ADLs and/or IADLs):	45

Attachment II
Contract No. 51.98

Area Agency on Aging of Western Michigan
Older Americans Act Funding Distribution
October 1, 2014 – September 30, 2015

Funding as of: **April 27, 2015**

City of Wyoming

<u>Service</u>	<u>Source</u>	<u>CFDA Number</u>	<u>Award</u>
Transportation - Public	IIIB	93.044	<u>\$12,133</u>
		Total	<u>\$12,133</u>

RESOLUTION NO. _____

RESOLUTION TO APPROVE A SETTLEMENT AGREEMENT
WITH MICHIGAN BELL TELEPHONE COMPANY (AT&T MICHIGAN)
AND THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming, in cooperation with eleven other municipalities and local government cable entities, conducted an audit of franchise fees and PEG fees paid to each of them by AT&T for the period January 1, 2012 through December 31, 2013.
2. Following conclusion of the audit, special legal counsel retained by the cooperating municipalities, and by the City of Wyoming, entered into negotiations with AT&T to resolve the audit findings.
3. The City of Wyoming City Council finds it is in the best interest of the City to accept the negotiated Settlement Agreement attached hereto, accepting payment from Michigan Bell Telephone Company (AT&T Michigan) in the amount of \$38,343.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The Settlement Agreement is approved and accepted.
2. The Mayor and City Clerk are authorized to sign the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Settlement Agreement

Resolution No. _____

SETTLEMENT AGREEMENT

by and between

Michigan Bell Telephone Company

and

City of Wyoming, Michigan

This Settlement Agreement (“Settlement Agreement”) is made between **Michigan Bell Telephone Company**, d/b/a AT&T Michigan (“AT&T Michigan”) and the **City of Wyoming, Michigan**, its affiliates, subdivisions, agencies, successors and assigns (“City”):

WHEREAS AT&T Michigan and City will be referred to collectively as “Parties” and individually as a “Party”;

WHEREAS, AT&T Michigan and the City the desire to enter into a written Settlement Agreement to eliminate the necessity of litigating their differences with respect to obligations of AT&T Michigan under The Michigan Uniform Video Services Local Franchise Act, 2006 PA 480, MCL 484.3301 *et seq.*, (the “Act”) and under the Uniform Video Service Local Franchise Agreement between AT&T Michigan and City dated **February 25, 2008** (“Franchise Agreement”) for the period January 1, 2012 through December 31, 2013 (the “Audit Period”); and

WHEREAS, the Parties to intend to settle all amounts due under the Act for the Audit Period.

NOW THEREFORE, AT&T Michigan and the City, in consideration of the mutual promises and benefits specified herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. AT&T Michigan and City each hereby affirm that the liability of AT&T Michigan under the Act and the Franchise Agreement for franchise fees, PEG fees, late fees and interest associated with the same for the Audit Period and agree that such liability and any claims that AT&T may have under the Act for overpayment, refund, late fees and interest associated with the same for the Audit Period shall be resolved by the assessment of AT&T Michigan in the amount of \$38,434.00. This amount covers all liabilities and obligations of AT&T for the Audit Period under the Act and Franchise Agreement including amounts for franchise fees, PEG fees, late fees or any other franchise fee audit related payments whatsoever to City.
2. The amount due and payable will be paid within 60 days of the date this Settlement Agreement is signed, but no later than July 20, 2015.
3. AT&T Michigan and the City hereby agree that neither the City nor AT&T Michigan will pursue any additional assessments or offsets or refunds under the Act or the Franchise Agreement for the Audit Period related to franchise fees or PEG fees. The Audit Period shall be forever closed for assessments, offsets and refunds under the Act or the Franchise Agreement for the Audit Period related to franchise fees or PEG fees for both Parties effective with the payment of the assessment hereby agreed to by the Parties. This Settlement Agreement shall be enforced as if the limitation on assessments, offsets and refunds related to amounts due under the Act or the Franchise Agreement including franchise fees or PEG fees for the Audit Period under MCL 484.3307 has expired.
4. Any notices, demands, communications, or modifications concerning this Settlement Agreement shall be in writing.
5. **No Admission.** This Settlement Agreement is not, and shall not, in any way be construed to be an admission by any Party, or any of their former or current parent companies, successors, assigns, affiliates, subsidiaries, directors, officers, employees and agents, that any one of them has acted wrongfully and/or illegally in any manner and the settlement set forth herein shall not be construed by any person or in any court, agency or tribunal whatsoever as a present or past admission of liability.

6. **Entire Agreement.** This Settlement Agreement represents the entire and integrated agreement between the Parties and supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof.
7. **Governing Law.** This Settlement Agreement has been carefully and fully read by the Parties and by their counsel. The validity, construction, enforcement and effect of this Settlement Agreement shall be governed by the laws of the State of Michigan, and all proceedings, legal or equitable, hereunder, must be brought before a court or administrative agency of competent jurisdiction in Michigan.
8. **Authority.** Each Party hereto acknowledges and represents that the person executing this Settlement Agreement on its behalf is duly authorized and fully competent to execute this Settlement Agreement, understands its terms and provisions, and has voluntarily executed this Settlement Agreement.
9. **Counterparts.** This Settlement Agreement may be signed in counterparts.

IN WITNESS WHEREOF, AT&T Michigan and the City have hereunto set their names for the purpose of validly and legally executing this Settlement Agreement, the Parties intending to be legally bound by all terms and conditions contained herein.

City of Wyoming, Michigan

Michigan Bell Telephone Company
d/b/a AT&T Michigan

By: _____

By: _____

Name: **Jack A. Poll**

Name:

Title: **Mayor**

Title:

By: _____

Name: **Kelli A. VandenBerg**

Title: **City Clerk**

Date: _____

Date: _____

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION NO. _____

At a Regular meeting of the Wyoming City Council
(Regular or Special) (Township Board, City or Village Council)

called to order by Mayor Poll on May 18, 2015 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Lindo Mexico Restaurant, Inc. (d/b/a Lindo Mexico) for a new Class C licensed business to be located at 1742 Twenty Eighth Street SW, Wyoming 49509, Kent County

be considered for Approval **“above all others”**
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

Recommended for issuance
(Recommended or not Recommended)

State of Michigan)

County of Kent)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Wyoming City Council at a Regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on May 18, 2015
(Date)

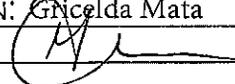
SEAL

(Signed) _____
(Township, City or Village Clerk)

Kelli A. VandenBerg, City Clerk
City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509-0905

Resolution No. _____

CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

APPLICANT: Lindo Mexico Restaurant Inc. (Same name on application to the Liquor Control Commission.)	<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION
BUSINESS LOCATION ADDRESS: 1742 - 28th Street SW Wyoming, MI 49509 PHONE: 616-719-1664 ALTERNATE PHONE:	BUSINESS MAILING ADDRESS: 7218 - 22nd Avenue Jenison, MI 49428 EMAIL: g-mata@lindomexicorestaurant.com FAX:
LICENSE REQUESTED: <input type="checkbox"/> TAVERN <input checked="" type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL	D/B/A/ (name used to advertise/market) Lindo Mexico
WILL THE PROPOSED BUSINESS OCCUPY A(N): <input checked="" type="checkbox"/> EXISTING BUILDING <input type="checkbox"/> NEW BUILDING	DO YOU: <input type="checkbox"/> OWN BUILDING <input checked="" type="checkbox"/> LEASE BUILDING BUILDING OWNER: Camso, LLC
ARE FURNITURE & FIXTURES: <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED	FURNITURE & FIXTURE OWNER: Lindo Mexico Restaurant, Inc.
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: Gricelda Mata	
NAME OF BANK FOR BUSINESS ACCOUNT: Huntington Bank	
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: NAME: Thomas Murphy ADDRESS: 700 - 36th Street SE #201 Grand Rapids, MI 49548	
NAME OF PERSON COMPLETING APPLICATION: Gricelda Mata	TITLE OF PERSON COMPLETING APPLICATION: President
SIGNATURE: 	DATE: 3-19-2015

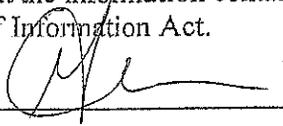
ATTACH:

1. A SCALED ENGINEER'S OR ARCHITECT'S DRAWING WHICH SHOWS THE TOTAL SQUARE FOOTAGE, DINING SQUARE FOOTAGE, KITCHEN SQUARE FOOTAGE, TOTAL TABLE SEATING, AND TOTAL COUNTER SEATING.
2. A PERSONAL INFORMATION SHEET FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER.
3. APPLICATION FEE OF \$300 PAYABLE TO THE CITY OF WYOMING.

PERSONAL INFORMATION SHEET — COPY AND COMPLETE THIS PAGE
FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

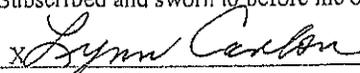
NAME: Gricelda Mata	TITLE Shareholder/President
RESIDENT ADDRESS: 7218 - 22nd Avenue Jenison, MI 49428	PHONE: 616-719-1664
SOCIAL SECURITY NUMBER:	DATE OF BIRTH:
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>20</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: Currently, I own and manage Lindo Mexico Restaurant at 1292 - 28th Street SW, Wyoming, MI 49509	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input checked="" type="checkbox"/> Yes - List type and location of each Class C and SDM <input type="checkbox"/> No	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input checked="" type="checkbox"/> Yes - List type and location of each See above <input type="checkbox"/> No	
Have you ever been convicted of any criminal act? <input type="checkbox"/> Yes - describe state, county and date of conviction <input checked="" type="checkbox"/> No	

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: 

State of Michigan
Kent County

Subscribed and sworn to before me on this 19 day of March, 2015.



Signature of Notary

LYNN CARLOCK
Printed Name

OTTAWA CO.
ACTING IN KENT CO.

My commission expires: 6/7/2016

Dining Sq. Ft.: 3,450
 Kitchen Sq. Ft.: 2,400

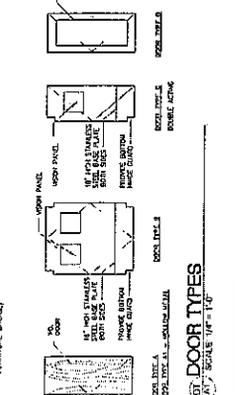
LINDO MEXICO RESTAURANT INC.

NEW RESTAURANT AND BAR
 1742 28TH STREET SW
 Wyoming, MI. 49519

GENERAL PLAN NOTES:
 1. ALL WORKING DRAWINGS AND PLANS HAVE BEEN BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES OF ANY JURISDICTION THAT MAY AFFECT THE PROGRESS OF THE WORK.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEY, MEASURE AND BOUNDARY INFORMATION TO BE OBTAINED FOR THE PROJECT, INCLUDING THE PRODUCT OF ALL CONSTRUCTION.
 3. ALL WORK SHALL BE BY LICENSED CONTRACTORS AND SUBCONTRACTORS AS INDICATED ON THE DRAWINGS.
 4. DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL BUILDING CODE AND ALL APPLICABLE STATE, LOCAL, CODES AND ORDINANCES.

ROOM #	ROOM NAME	DOOR TYPE	MATERIAL	FRAME	W	H	T	REMARKS
100A	ENTRANCE	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
100B	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101A	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101B	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101C	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101D	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101E	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101F	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101G	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101H	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101I	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101J	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101K	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101L	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101M	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101N	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101O	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101P	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101Q	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101R	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101S	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101T	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101U	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101V	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101W	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101X	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101Y	BAR	D	NO.	1'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES
101Z	BAR	D	ALUM.	3'-0"	7'-0"	1'-0"	1'-0"	SEE NOTES

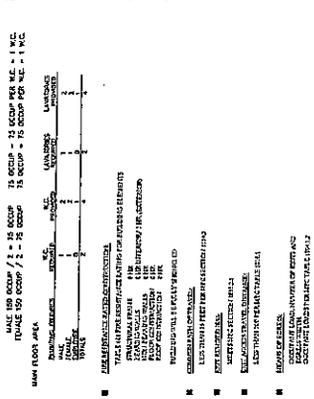
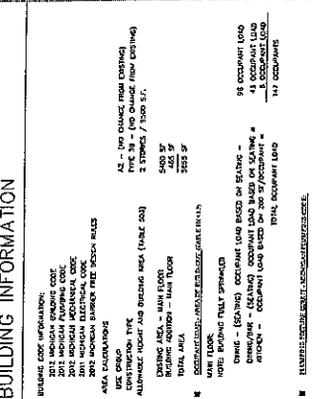
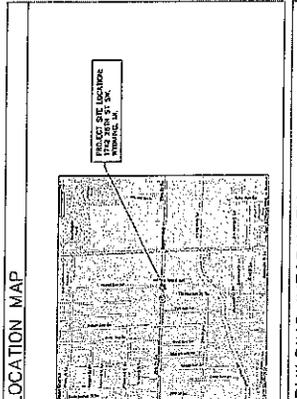
1. ROOM DIMENSIONS TO BE DETERMINED BY THE CONTRACTOR.
 2. ROOM DIMENSIONS TO BE DETERMINED BY THE CONTRACTOR.
 3. ROOM DIMENSIONS TO BE DETERMINED BY THE CONTRACTOR.



ROOM #	ROOM NAME	FLOOR	BASE	WALLS	CEILING	CEILING HT.	REMARKS
100	ENTRANCE	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
101	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
102	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
103	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
104	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
105	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
106	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
107	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
108	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
109	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
110	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
111	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
112	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
113	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
114	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
115	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
116	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
117	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
118	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
119	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
120	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
121	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
122	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
123	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
124	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
125	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
126	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
127	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
128	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
129	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
130	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
131	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
132	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
133	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
134	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
135	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
136	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
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144	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
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149	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
150	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
151	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
152	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
153	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
154	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
155	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
156	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
157	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
158	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
159	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
160	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
161	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
162	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
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168	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
169	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
170	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
171	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
172	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
173	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
174	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
175	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
176	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
177	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
178	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
179	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
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182	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
183	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
184	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
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186	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
187	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
188	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
189	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
190	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
191	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
192	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
193	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
194	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
195	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
196	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
197	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
198	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
199	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES
200	BAR	1ST	WOOD	SPRUE	CONC.	8'-0"	SEE NOTES

1. SEE NOTES FOR FINISH SCHEDULE.
 2. SEE NOTES FOR FINISH SCHEDULE.
 3. SEE NOTES FOR FINISH SCHEDULE.
 4. SEE NOTES FOR FINISH SCHEDULE.

GENERAL PLAN NOTES:
 1. ALL WORKING DRAWINGS AND PLANS HAVE BEEN BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES OF ANY JURISDICTION THAT MAY AFFECT THE PROGRESS OF THE WORK.
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SYMBOL	DESCRIPTION
(Symbol)	MEANS ELEVATION SYMBOL
(Symbol)	SECTION OR PLAN RETAIN SYMBOL
(Symbol)	DOOR SYMBOL
(Symbol)	WINDOW SYMBOL
(Symbol)	FINISH SYMBOL
(Symbol)	MEANS ELEVATION SYMBOL
(Symbol)	SECTION OR PLAN RETAIN SYMBOL
(Symbol)	DOOR SYMBOL
(Symbol)	WINDOW SYMBOL
(Symbol)	FINISH SYMBOL

SHEET INDEX

1. GENERAL CONTRACT, UTILITIES, MECHANICAL, ELECTRICAL, PLUMBING, AND HVAC
 2. FLOOR PLAN / FLOOR FINISH AND DOOR SYMBOLS / FINISH PLAN
 3. FLOOR PLAN / FLOOR FINISH AND DOOR SYMBOLS / FINISH PLAN
 4. FLOOR PLAN / FLOOR FINISH AND DOOR SYMBOLS / FINISH PLAN
 5. FLOOR PLAN / FLOOR FINISH AND DOOR SYMBOLS / FINISH PLAN
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 16. FLOOR PLAN / FLOOR FINISH AND DOOR SYMBOLS / FINISH PLAN
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 25. FLOOR PLAN / FLOOR FINISH AND DOOR SYMBOLS / FINISH PLAN
 26. FLOOR PLAN / FLOOR FINISH AND DOOR SYMBOLS / FINISH PLAN
 27. FLOOR PLAN / FLOOR FINISH AND DOOR SYMBOLS / FINISH PLAN
 28. FLOOR PLAN / FLOOR FINISH AND DOOR SYMBOLS / FINISH PLAN
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 39. FLOOR PLAN / FLOOR FINISH AND DOOR SYMBOLS / FINISH PLAN
 40. FLOOR PLAN / FLOOR FINISH AND DO

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): Lindo Mexico Restaurant Inc.	PROPOSED LICENSE LOCATION: 1742 - 28th St
LICENSE TYPE: Class C	

DEVELOPMENT REVIEW TEAM

The Development Review Team has reviewed the application for the proposed liquor license and recommend

- approval
- denial

of the license application by the City Council.

Comments: _____

(Explain recommendation for denial)

Hiedi A Ischev
Development Review Team

Date: 4/20/15

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>Lindo Mexico Restaurant, Inc</i>	PROPOSED LICENSE LOCATION: <i>1742 28th St. SW</i>
LICENSE TYPE: <i>Class C</i>	

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

2014 Real Property taxes for PP # 41-17-15-226-036 / 1742 28th St SW were paid at Kent County Treasurer's Office on 3/30/2015 - amount was \$6000
over delinquent taxes to Kent County on 3/3/15

Andrea Boot
Andrea Boot, Treasurer

Date: *4/13/15*

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>Lindo Mexico</i>	PROPOSED LICENSE LOCATION: <i>1742 - 28th St. SW</i>
LICENSE TYPE: <i>Class C</i>	

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS IS NOT in compliance with Section 14-177 through 14-179 of the City Code. *proposed new building.*

James W. DeLange
James DeLange, Chief Building Inspector

Date: *4/6/15*

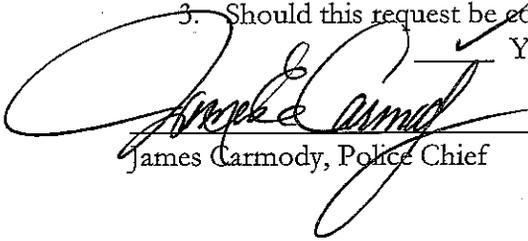
LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>GANSO LLC (LINDO MEXICO)</i>	PROPOSED LICENSE LOCATION: <i>1742 26TH ST SW</i>
LICENSE TYPE: <i>CLASS C, SDM</i>	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No


James Carmody, Police Chief

Date: *5/4/15*

RESOLUTION NO. _____

RESOLUTION TO CORRECT THE SPECIAL ASSESSMENT ROLL 15-793
FOR THE DIVISION AVENUE SIDEWALK BETWEEN
54TH STREET AND 60TH STREET

WHEREAS:

1. The Special Assessment Roll 15-793 for constructing the Division Avenue Improvements from 54th Street to 60th Street was confirmed on March 2, 2015.
2. The Interurban Transit Authority (ITP), owner of the property located at 5967 Division Avenue SW, was specially assessed for sidewalk in the amount of \$2,556.04.
3. The ITP is a non-profit public entity making it exempt from taxes and special assessments per statutory and case law.
4. The ITP has requested that the City delete the sidewalk assessment for its parcel from the Division Avenue Special Assessment Roll 15-793.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the change to the Division Avenue Special Assessment Roll 15-793 in the amount of \$2,556.04 for the deletion of the assessment levied against parcel 41-17-36-476-054 (5967 Division Avenue SW).

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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH URS CORPORATION GREAT LAKES FOR THE 54TH STREET CORRIDOR STUDY FROM CLYDE PARK AVENUE TO DIVISION AVENUE

WHEREAS:

1. The City of Wyoming has experienced a significant increase in traffic volume along 54th Street from Clyde Park Avenue to Division Avenue.
2. The City of Wyoming requested a proposal from a local traffic consultant to review the 54th Street corridor and make recommendations for improving traffic flow through the area.
3. On April 16, 2015, URS Corporation Great Lakes submitted the attached proposal to study the 54th Street corridor in the amount of \$16,000.
4. The study will investigate the performance of the signal system and the interaction with the US-131 ramps and provide recommendations and possible solutions to improve traffic flow through the corridor.
5. The cost of the study can be financed out of the Major Street Fund but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with URS Corporation Great Lakes for the 54th Street corridor study in the amount of \$16,000.
2. The City Council hereby approves the attached budget amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Agreement
Proposal

Resolution No. _____

Staff Report

Date: May 12, 2015

Subject: 54th Street Corridor Study

From: Russ Henckel, Assistant Director of Public Works - Engineering

Meeting Date: May 18, 2015

Recommendation:

Staff recommends authorizing URS Corporation Great Lakes to study the 54th Street corridor from Clyde Park Avenue to Division Avenue and make recommendations to improve traffic flow through the area, in the amount of \$16,000.

Sustainability Criteria:

Environmental Quality – This study will review how the flow of traffic can be improved through the 54th Street corridor reducing congestion and unnecessary pollution from idling vehicles.

Social Equity – This study will not impact social equity.

Economic Strength – Efficient movement of traffic is essential in a vibrant community and assists in the economic strength of Wyoming.

Discussion:

On April 16, 2015, URS Corporation Great Lakes submitted a proposal to study the flow of traffic along the 54th Street corridor from Clyde Park Avenue to Division Avenue and make recommendations that will reduce congestion and delay for motorists. The scope of the study will include a review of the current and future traffic and make recommendations of signal timings, geometric modifications that may assist the movement of vehicles through the study area.

It is recommended that the City Council authorize the Mayor and City Clerk execute the attached Agreement with URS Corporation Great Lakes to study the flow of traffic through the 54th Street corridor from Clyde Park Avenue to Division Avenue in the amount of \$16,000.

Budget Impact:

Sufficient funds are available in the Major Street funds but a budget amendment is necessary.

AGREEMENT

This Agreement made this _____ day of _____, 2015 between the City of Wyoming, a municipal corporation of 1155 - 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter "City") and URS Corporation Great Lakes, a corporation having an office located at 3950 Sparks Drive, Grand Rapids, Michigan, 49546 (hereinafter "Consultant") the terms of which are as follows:

1. City hereby hires Consultant to investigate the progression of vehicles along the 54th Street corridor and prepare a report with any recommendations for possible improvements.
2. The work to be performed shall be in accordance with the proposal dated April 16, 2015, and the customary standard of professional care.
3. Payment shall be made in accordance with the proposal and upon billing for work completed in an amount not to exceed \$16,000. Undisputed portions of invoices are due within 30 days.
4. Upon completion of the services or in the event of a termination of the contract during the performance of the services, all completed work, and/or work in progress shall become the property of the City upon payment for the work.
5. Consultant is an independent contractor and the City is hiring Consultant for professional services. All officers, agents and employees of Consultant shall at all times be considered employees of Consultant and not of the City.
6. This Agreement contains the entire agreement between the parties and may not be modified except in writing by mutual consent.

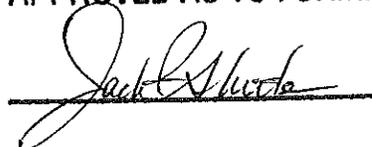
City of Wyoming

URS Corporation Great Lakes

Jack Poll
Its Mayor

Kelli A. VandenBerg
Its City Clerk

APPROVED AS TO FORM:



Jack Poll



LETTER AGREEMENT

April 16, 2015

Russ Henckel
City of Wyoming
2660 Burlingame Avenue
Wyoming, MI 49509

SUBJECT: Letter Agreement for Professional Services

Dear Mr. Henckel:

URS Corporation Great Lakes ("URS") desires to provide professional traffic engineering services to the City of Wyoming ("Client") in connection with the 54th Street Corridor Study ("Project"), under the terms described below.

The services URS will perform for Client and the estimated time for performance are described in URS' proposal attached hereto as Exhibit "A" of this letter. Payment shall be made to URS as follows:

- 1. Method of Compensation: Lump Sum
2. Amount of Compensation: \$16,000

All services will be performed in accordance with the Terms and Conditions for Professional Services, attached hereto as Exhibit "B" of this letter.

URS looks forward to working with you on this Project. If the terms of this agreement are acceptable, please sign this letter in the space provided below and return to me.

Very truly yours,

URS Corporation Great Lakes

Michael T. De Vries, PE
Vice President - Transportation Business Line

This Agreement is accepted by the City of Wyoming this

_____ day of _____, 20_____.

By: _____

Title: _____

**Cost Proposal
54th Street Corridor Study
City of Wyoming, MI**

URS Corporation (URS) is pleased to submit this proposal for traffic engineering services for the 54th Street Corridor study. Included in this letter is our proposed scope of services and cost estimate.

PROJECT UNDERSTANDING

The 54th Street corridor between Clyde Park Avenue and Division Avenue (including the US-131 at 54th Street interchange) has experienced recent traffic growth. This traffic growth is due to expanded commercial development in the area, such as the new Walmart development on the north side of 54th Street.

There are six signalized intersections along the 54th Street corridor within the study area: Clyde Park Avenue, US-131 southbound ramps, US-131 northbound ramps, Clay Avenue, Haughey Avenue, and Division Avenue. The City of Wyoming would like to analyze potential capacity improvement measures along corridor – including, but not limited to, signal timing adjustments, lane additions/modifications, access management and traffic restrictions.

The City of Wyoming will provide URS with existing traffic data for the six signals in the study area, including peak-hour turning movement counts and signal timing information.

WORK PLAN

Task 1 – Traffic Modelling

URS will create existing traffic models of the 54th Street corridor using the *Synchro* software program. Traffic models will be created by using models generated for previous optimization projects as a base. The models will include the six study area signals. URS will generate models for the weekday morning, midday, and afternoon peak hours of traffic, utilizing the existing traffic data provided by the City.

Task 2 – Alternative Analysis

Using the existing traffic models, URS will analyze various improvement alternatives for the corridor. The analysis will allow for a comparison of projected traffic operations – including levels-of-service, delay times, and queue lengths. Based on the traffic analysis results, preferred alternatives will be selected. For the preferred alternatives, conceptual layouts will be developed in plan view and overlaid on aerial imaging.

Task 3 – Documentation

URS will document the recommended improvements in a memo, which will include a summary of each improvement alternative. For each alternative, URS will provide a summary of projected traffic operations, conceptual graphics (if applicable), and cost estimates to implement.

CONDITIONS AND FEES

URS proposes to perform the scope of work described above for a lump sum fee of **\$16,000**. The proposed not-to-exceed price also includes two (2) meetings with the City of Wyoming. If additional tasks or meetings are required, additional services and compensation will be negotiated.

Exhibit B
URS Corporation
Terms and Conditions for Professional Services (Non-Environmental)
When Contract Value is \$25,000 or less

1. DEFINITIONS

"Client" shall mean the person, firm, or corporation identified in the URS Proposal for whom Services are to be performed.
"URS" shall mean URS Corporation Great Lakes, a Michigan corporation.
"Client Order" shall mean the purchase order, request, authorization, or other notification, and any addition or modification thereto, whereby Client indicates its desire that URS furnish Services.
"URS Proposal" shall mean the letter, proposal, quotation, or other notification, including any response to the Client Order, wherein URS offers to furnish Services.
"Services" shall mean the Services of URS personnel described in the URS Proposal or Client Order and any other Services as may be added to or performed in connection with this Agreement.
"Agreement" shall mean these Terms and Conditions and the URS Proposal, and shall include, only to the extent consistent with the URS Proposal and these Terms and Conditions, the provisions of the Client Order. In the event of a conflict between any terms and conditions deemed to be part of the Agreement and these Terms and Conditions, these Terms and Conditions shall govern.

2. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting, and related Services performed or furnished by URS and its employees under this Agreement will be the care and skill ordinarily used by members of URS's profession practicing under the same or similar circumstances at the same time and in the same locality. URS makes no warranties, express or implied, in connection with the Services, including any warranties of merchantability or fitness for a particular purpose.

3. INSURANCE

URS agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$1,000,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of Services under this Agreement caused by negligent acts, errors, or omissions for which URS is legally liable. Upon request, Client shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Client.

4. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable material or equipment cost, or probable construction cost, provided by URS, are made on the basis of information available to URS, and represents its judgment as an experienced and qualified professional engineer. However, since URS has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, URS does not guarantee that proposals, bids or actual equipment, materials, or construction cost will not vary from opinions of probable cost URS prepares.

5. CONSTRUCTION PROCEDURES

URS' observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. URS shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work, and shall not manage, supervise, control or have charge of construction. URS shall not be responsible for the acts or omissions of the contractor or other parties on the project.

6. CONTROLLING LAW

This Agreement is to be governed by the law of the state where URS' Services are performed.

7. OWNER RESPONSIBILITIES

Without limiting any express or implied obligations of Client under applicable law, Client shall: (1) provide URS, in writing, all information relating to Client's requirements for the project; (2) correctly identify to URS the location of subsurface structures, such as pipes, tanks, cables, and utilities; (3) notify URS of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give URS prompt written notice of any suspected deficiency in the Services; (5) with reasonable promptness, provide required approvals and decisions; and (6) furnish or cause to be furnished to URS full, unrestricted and legal access to, and use of, the site and all necessary rights of way and easements, in order to perform the Services. Client agrees to bear full responsibility for the accuracy and completeness of all documents, information, or services supplied by Client. Client acknowledges that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

8. SUCCESSORS AND ASSIGNS

Client and URS, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Client nor URS will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

9. DOCUMENTS AND INTELLECTUAL PROPERTY

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by URS pursuant to this Agreement, are instruments of service with respect to the project. URS retains ownership of all such documents. Client may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by Client or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by URS for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to URS, and Client will defend, indemnify and hold harmless URS from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle URS to further compensation at rates to be agreed upon by Client and URS.

10. TERMINATION OF AGREEMENT

Client or URS, after having afforded the other party a reasonable opportunity to cure, may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all Services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for cancellation charges and other termination settlement costs URS incurs as a result of commitments that had become firm before termination, and for a reasonable profit for Services performed.

11. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

12. INVOICES

URS will submit monthly invoices for Services rendered and Client will make prompt payments in response to URS' invoices.

URS will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by Client's auditors upon request.

If Client disputes any items in URS' invoice for any reason, including the lack of supporting documentation, Client may temporarily delete the disputed item but shall pay all undisputed items appearing in the invoice. Client will promptly notify URS of the dispute and request clarification and/or correction. After any dispute has been settled, URS will include the disputed item on a subsequent, regularly-scheduled invoice or on a special invoice for the disputed item only.

Client recognizes that late payment of invoices results in extra expenses for URS. URS retains the right to assess Client interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of URS' invoices are not paid when due, URS also reserves the right to suspend the performance of its Services under this Agreement until all past due amounts have been paid in full.

13. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of Services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. As the project progresses, the facts developed may dictate a change in the Services to be performed, which may alter the scope. URS will inform Client of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional Services, or suspension of Services results in an increase or decrease in the cost of or time required for performance of the Services, an equitable adjustment shall be made, and the Agreement modified accordingly.

14. HAZARDOUS MATERIALS

It is acknowledged by both parties that the Services do not include services related to regulated substances, pollutants, or hazardous or toxic wastes ("Hazardous Material"). In the event URS or any other party encounters undisclosed Hazardous Materials, URS shall notify Client and, to the extent required by law or regulation, the appropriate governmental officials, and URS may, at its option and without liability for delay, consequential or any other damages to Client, suspend performance of Services on that portion of the project affected by Hazardous Material until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous material; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. If Services hereunder cannot be performed because of the existence of hazardous materials, URS shall be entitled to terminate this Agreement for cause on 30 days written notice.

15. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between URS and Client, and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

16. NO CONSEQUENTIAL DAMAGES

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR URS SHALL BE LIABLE, WHETHER LIABILITY ARISES FROM NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, OR ANY OTHER THEORY OF RECOVERY, FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES ARISING FROM OR IN CONNECTION WITH LOSS OF USE, LOSS OF REVENUE OR PROFIT (ACTUAL OR ANTICIPATED), LOSS BY REASON OF

SHUTDOWN OR NON-OPERATION, INCREASED COST OF CONSTRUCTION, COST OF CAPITAL, COST OF REPLACEMENT POWER OR CUSTOMER CLAIMS, AND URS HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES URS FROM ANY SUCH LIABILITY.

17. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF URS, ITS SUBCONSULTANTS, AND ITS EMPLOYEES TO CLIENT FOR ANY LOSS OR DAMAGE ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, OR ANY OTHER THEORY OF RECOVERY, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL CHARGES FOR SERVICES PERFORMED UNDER THIS AGREEMENT, AND CLIENT HEREBY RELEASES URS, ITS SUBCONSULTANTS, AND ITS EMPLOYEES FROM ANY LIABILITY ABOVE SUCH AMOUNT.

18. LITIGATION SUPPORT

In the event URS is required to respond to a subpoena, government inquiry or other legal process related to the Services in connection with a legal or dispute resolution proceeding to which URS is not a party, Client shall reimburse URS for reasonable costs in responding and compensate URS at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

This Agreement shall not create any rights or benefits to parties other than Client and URS. No third party shall have the right to rely on URS opinions rendered in connection with the Services without URS' written consent and the third party's agreement to be bound to such terms and conditions as URS, in its sole discretion, agrees to offer.

20. FORCE MAJEURE

Any delay or failure of URS in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause beyond the reasonable control of URS and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, URS shall receive an equitable adjustment extending URS' time for performance sufficient to overcome the effects of any delay, and an increase(s) to URS' compensation sufficient to account for any increased cost in performance or loss or damage suffered by URS. If Services are suspended for thirty (30) days or more, URS may, in its sole discretion, upon 5 days prior written notice, terminate this Agreement. In the case of such termination, in addition to the compensation and time extension set forth above, URS shall be compensated for all reasonable termination expenses.

21. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including, but not limited to, any expressed limitations of, or releases from, liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion, or expiration.

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE AWARD OF BID BY THE
MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE
MILLING AND RESURFACING OF
ROGER B. CHAFFEE FROM 32ND STREET TO 44TH STREET

WHEREAS:

1. The City of Wyoming entered into a City-State Agreement with the Michigan Department of Transportation (MDOT) for the milling and resurfacing of Roger B. Chaffee, from 32nd Street to 44th Street on April 6, 2015.
2. The project is an Advance Construct project where the City of Wyoming finances 100% of the project using local funds.
3. After the start of MDOT's new fiscal year on October 1, 2015, the City of Wyoming will seek reimbursement for the Federal Funding portion of the project cost per the terms of the April 6, 2015 City-State Agreement.
4. On April 3, 2015, MDOT received two (2) bids for the project with the low bid being submitted by Michigan Paving and Materials Company in the amount of \$1,252,701.45.
5. Per the terms of the Agreement, participation is anticipated to be as follows:

	<u>Construction</u>	<u>Project Total</u>
City of Wyoming	\$ 332,701.45	\$ 580,000.00
MDOT	<u>\$ 920,000.00</u>	<u>\$ 920,000.00</u>
Total	\$1,252,701.45	\$1,500,000.00

6. The above costs can be financed out of the Capital Improvement Fund, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with MDOT in awarding the bid to Michigan Paving and Materials Company for the milling and resurfacing of Roger B. Chaffee, from 32nd Street to 44th Street.
2. The City Council hereby approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Staff Report

Date: May 13, 2015
Subject: Roger B. Chaffee - Concur with Award of Bid
From: Russ Henckel, Assistant Director of Public Works - Engineering
Meeting Date: May 18, 2015

Recommendation:

Staff recommends concurrence with the Michigan Department of Transportation's (MDOT) award of the milling and resurfacing of Roger B. Chaffee from 32nd Street to 44th Street to Michigan Paving and Materials Company in the amount of \$1,252,701.45.

Sustainability Criteria:

Environmental Quality – Smooth pavement provides greater fuel efficiency and reduces maintenance on vehicles travelling the roadways.

Social Equity – The resurfacing of streets reduces the required maintenance and the selection is based upon the current condition and is not influenced by social considerations.

Economic Strength – Providing a well maintained infrastructure will add to the economic strength of a community allowing safe and efficient commercial and vehicular travel.

Discussion:

On April 3, 2015, MDOT received two (2) bids for the milling and resurfacing of Roger B. Chaffee from 32nd Street to 44th Street. Michigan Paving and Materials Company submitted the low bid of \$1,252,701.45 which is 9.91% below the Engineer's Estimate. Financing for the project is based upon the April 6, City-State Agreement and is as follows:

	<u>Construction</u>	<u>Project Total</u>
City of Wyoming	\$ 332,701.45	\$ 580,000.00
MDOT	<u>\$ 920,000.00</u>	<u>\$ 920,000.00</u>
Total	\$1,252,701.45	\$1,500,000.00

The project is an Advance Construct project where the City of Wyoming finances 100% of the project using local funds (\$1,500,000). After the start of MDOT's new fiscal year, October 1, 2015, the City of Wyoming will request reimbursement for the Federal Funding portion of the project cost per the terms of the City-State Agreement (\$920,000). Wyoming's share of the project is approximately \$580,000 based upon bid prices.

It is recommended that the City Council approve the attached budget amendment.

Budget Impact:

Sufficient funds are available in the Capital Improvement Fund, but a budget amendment is necessary.

Attachments: Budget Amendment

RESOLUTION NO. _____

RESOLUTION TO AMEND THE PURCHASE OF TRAFFIC SIGNAL
EQUIPMENT FROM CARRIER & GABLE, INC.

WHEREAS:

1. On February 2, 2015, the City Council authorized the purchase of Eagle Traffic Signal and 3M Opticom System equipment from Carrier & Gable, Inc. for the 2015 calendar year, Resolution Number 25023.
2. Carrier & Gable, Inc. has submitted an additional quote for a new vehicle detection camera system that the Public Works Department may purchase over the next 12 months.
3. The City has standardized on the use of Eagle Traffic Signal and 3M Opticom System equipment at the City's signalized intersections.
4. Eagle Traffic Signal and 3M Opticom System equipment is only available from Carrier & Gable, Inc., in the State of Michigan.
5. Sufficient funds have been budgeted in the Major Street, Traffic Maintenance Supplies account 202-441-47400-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council amends the previously authorized purchase of Eagle Traffic Signal and 3M Opticom System equipment from Carrier & Gable, Inc. for the 2015 calendar year, at the prices as shown on the price quotations dated December 5, 2014 and additionally, March 3, 2015.
2. The Wyoming City Council waives 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 May 18, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report

Resolution No. _____

STAFF REPORT

DATE: May 13, 2015

SUBJECT: Amend the Purchase of Eagle Traffic Signals and Opticom System Equipment

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: May 18, 2015

RECOMMENDATION

The Public Works Department recommends the City Council amend the previously authorized purchase of Eagle Traffic Signal and 3M Opticom System equipment from Carrier & Gable, Inc. for the 2015 calendar year, at the prices as shown on the price quotations dated December 5, 2014 and additionally, March 3, 2015 and waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code.

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 City's traffic signal system needs to be maintained in an optimal working condition.

Social Equity

The City's traffic signal system provides the same high quality service to all residents without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the City's traffic signal system.

Economic Strength

Maintaining the City's traffic signal system provides the businesses and residents of the City with safe and reliable service. A properly maintained traffic signal system can decrease the amount of traffic congestion and travel time through the City.

DISCUSSION

On February 2, 2015, the City Council authorized the purchase of Eagle Traffic Signal and 3M Opticom System equipment from Carrier & Gable, Inc. for the 2015 calendar year, Resolution Number 25023. A new vehicle detection camera system was introduced after the authorization to purchase was approved. Carrier & Gable, Inc. has submitted an additional quote for the new vehicle detection camera system that the Public Works Department may purchase over the next 12 months.

The Public Works Department has standardized on the use of Eagle Traffic Signal and 3M Opticom System equipment to control the traffic signals within the City. Standardizing has reduced the amount of inventory required for the maintenance of the traffic signal system. Standardizing has also simplified the training required for the traffic signal system.

Eagle Traffic Signal and 3M Opticom System equipment is only available from Carrier & Gable, Inc. in the State of Michigan. Carrier & Gable, Inc., has submitted a quote for the items the Public Works Department may purchase over the next 12 months. Because Carrier & Gable, Inc. is the only source in Michigan, the City Council will need to 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.

BUDGET IMPACT

The City has budgeted \$85,000 for the purchase of the Eagle traffic signal and Opticom System equipment, which is the same budget as last year. Sufficient funds are available in the Major Street Traffic Maintenance Supplies account, 202-441-47400-775.000.

ATTACHMENTS

Carrier & Gable, Inc. Quote dated December 5, 2014

Carrier & Gable, Inc. Quote dated March 6, 2015

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE PURCHASE AND TO
AUTHORIZE PAYMENT FOR HANDGUN MOUNTED FLASHLIGHTS

WHEREAS:

1. As detailed in the attached Staff Report handgun mounted flashlights were purchased from CMP Distributors Inc. to replace old and outdated equipment.
2. CMP Distributors submitted the lowest quote in the total amount of \$11,635.00.
3. Funds for the purchase are available in the 2014 Byrne Grant Fund.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the purchase of and authorizes payment for the handgun mounted flashlights from CMP Distributors Inc. in the total amount of \$11,635.00.
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 May 18, 2015.

ATTACHMENTS:
Staff Report
Quotations

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 12, 2015
Subject: Purchase of Handgun Mounted Flashlights
From: Lt. Mark Easterly
Meeting Date: May 18, 2015

Recommendation:

It is recommended that the City of Wyoming authorize the purchase of handgun mounted flashlights from CMP Distributors Inc. This purchase recommendation is to concur with our recent purchase from, and authorize payment to CMP Distributors Inc.

Sustainability Criteria:

Environmental Responsibility: These flashlights utilize two lithium 3 volt batteries and when the battery power is exhausted we utilize a battery recycling program for disposal.

Social Equity: This recommendation will provide service to all residents of the City of Wyoming, and any other individual entered into the Criminal Justice System through the Wyoming Department of Public Safety, without regard to income level or socio-economic status.

Economic Strength: The Wyoming Department of Public Safety is committed to providing excellent customer service. These handgun mounted lights are replacement lights for those currently being utilized by Department staff. These replacement lights are much brighter than the current model that is being utilized, competitively priced, and the brighter light assists with officer safety concerns.

Discussion:

Currently, Wyoming Department of Public Safety Police Service employees utilize handgun mounted flashlights. These lights, when originally purchased, were one of the best available. It is now time to replace these lights due to use and age. During this time flashlight technology has evolved and we find that the same type of light is much lighter and brighter. We would like to transition to this much brighter light for use on our current handgun platform. These replacement lights also are made not only to fit on our handguns but within our current holster. This is an added cost saving as we would not be required to replace our handgun holsters due to this purchase.

Budget Impact:

We would like to recommend that we authorize payment from the 2014 BYRNE Grant Funds to concur with our recent purchase from CMP distributors Inc. Comparable pricing is attached to this staff study and CMP Distributors Inc. has the lowest pricing.

100 Streamlight 69260 TLR -1 Tactical Gun mount light	\$11,635.00
---	-------------

Budget line item account: 101-305-30500-973000



16753 Industrial Parkway
 Lansing, MI 48906
 Phone # 517-721-0970
 Fax # 517-721-0974

Invoice

Date	Invoice #
4/21/2015	43869

Bill To
Wyoming Police Department 2300 DeHoop, SW Wyoming, MI 49509

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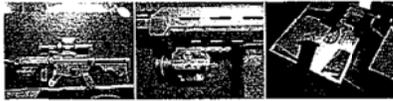
P.O. No.	Account #	Terms	Rep	Ship Date	Shipping Method
Look, Brian	1637	Net 30	JB01	4/21/2015	Drop Ship

Item	Qty	Description	Price	Amount
STRE-69260	100	Streamlight 69260 TLR-1 HL Tactical gun mount light, Includes Rail Location Keys for Glock style, 1913 Picatinny, S&W 99/TSW and Beretta 90two. Lithium batteries, boxed	115.95	11,595.00T
Shipping and Handling	1	Shipping and Handling	40.00	40.00T

COPY

Thank you for your business.	Subtotal	\$11,635.00
	Sales Tax (0.0%)	\$0.00
	Total	\$11,635.00
RETURN POLICY: Returns accepted on un-opened, un-used items within 30 days with sales receipt. Restocking fee may be applied.	Payments/Credits	\$0.00
	Balance Due	\$11,635.00

DPMS with a Fullfield TAC30 w/FastFire III now complete with TLR-2G



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This Item: Streamlight 69260 TLR-1 HL High Lumen Rail-Mounted Tactical Light
 Price: \$236.66 \$122.22
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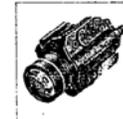
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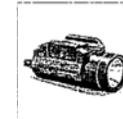
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Streamlight TLR 2 HL Tactical Gun Mount Weapon Light with Laser Sight \$319.99



Streamlight TLR-1 Tactical LED Gun Light \$105.99



Streamlight TLR-1S LED Gun Light with Strobe Function \$119.99

Product Info Rating & Reviews

Provides a 630 lumen blast of light for maximum illumination while clearing a room or alley.

- Machined aluminum sealed construction with black anodized finish
- 630 lumens, 1.25 hour run time
- C4 LED technology, impervious to shock with 50,000 hour lifetime
- Mounts directly to handguns to handguns with Glock-style rails and to all MIL-STD1913 (Picatinny) rails
- Securely attaches/detaches quickly with no tools
- Includes keys for Glock, Picatinny, Beretta 92, S&W 99 and S&W TSW
- Powered by two 3-volt (CR123) lithium batteries
- Measures 3-/38"L

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RESOLUTION NO. _____

RESOLUTION TO APPROVE THE PURCHASE OF
ADDITIONAL EQUIPMENT FOR TWO FIRE VEHICLES

WHEREAS:

1. As detailed in the attached Staff Report from the Public Safety Department, on March 16, 2015, City Council approved Resolution number 25075 authorizing the purchase of two fire vehicles from HME, Inc.
2. The purchase of additional equipment is required to make the vehicles ready for service in the total amount of \$74,582.49.
3. Funds for the purchase are available in the account number 101-337-33900-985000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of additional equipment for two fire vehicles in the total amount of \$74,582.49.
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 May 18, 2015.

ATTACHMENTS:
Staff Report
Equipment Lists

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 13, 2015
Subject: Firefighting Apparatus Equipment
From: Captain Kim Koster
Meeting Date: May 18, 2015

RECOMMENDATION:

It is recommended that the City Council approve budget amendments to provide a total of \$74,590 in additional funds for the cost of equipment related to the purchase of two (2) new fire apparatuses. The total requested includes \$23,750 in order to equip the Quick Response Vehicle (QRV) and \$50,840 to outfit the Silver Fox Engine.

SUSTAINABILITY CRITERIA:

Environmental Responsibility: The purchase of additional related equipment will have no impact on the environmental quality.

Social Equity: The purchase of additional related equipment will ensure that our fire response vehicles are equipped to provide services throughout the entire community.

Economic Strength: The purchase of additional related equipment will make the apparatuses more compatible with the needs of the personnel responsible for its operation and maintenance.

DISCUSSION:

In July of 2014, it was determined that one of the vehicles within the Wyoming Department of Public Safety's Fire Service fleet was in need of replacement. In lieu of replacing the aerial unit, the department recommended the purchase of three smaller pieces of equipment, including a Quick Response Vehicle (QRV) that was purchased from HME in July of 2014. The cost of outfitting this QRV with related equipment was approximately \$29,700.

On March 16, 2015, the City Council approved Resolution #25075 which authorized the purchase of the other two apparatuses (another QRV and SilverFox Pumper) from HME, Inc. Like the QRV purchased in July, these vehicles are also in need of equipment in order to make them ready for service. Equipment needed includes: hoses, nozzles, poles, valves, saws, extinguishers, etc. Medical and communications equipment will also be required. A detailed estimate of needed equipment is summarized below:

Equipment for QRV (Squad 75)	
Loose Equipment	\$19,051.65
Mounting Brackets	\$993.05
Medical Equipment	\$3,702.00
Total for QRV	\$23,746.70
Equipment for Silver Fox (Engine 76)	
Loose Equipment	\$37,328.54
Mounting Brackets	\$1,101.55
Fire Communications (Headsets)	\$5,999.70
Medical Equipment	\$6,406.00
Total for Silver Fox Engine	\$50,835.79
Combined Total	\$74,582.49

BUDGET IMPACT:

The necessary funds for the additional related equipment will require the approval of a budget amendment which authorizes \$74,590 to be transferred from the General Fund (101-337-33900-947100) to the Fire Fighting budget (101-337-33900-985.000).

Attachment: Equipment Lists

Equipment list for new QRV (Squad 75)

Loose Equipment		
1.	100' of 4" hose (2)	\$1,382.00 Apollo
2.	25' of 4" hose (2)	\$758.00 Apollo
3.	K-12	\$1300.00 Chain Saws Plus
4.	Hydrant Pump	\$365.00 Chain Saws Plus
5.	Handheld flashlights (2)	\$244.00 Apollo
6.	2 ½" TFT nozzle	\$950.00 Apollo
7.	1 ½" TFT nozzles (3)	\$3,129.00 Apollo
8.	2 ½" Gated wye (2)	\$655.00 Apollo
9.	2 ½" Gated valve	\$476.00 Apollo
10.	1 ½" to garden hose adapter	\$17.00 Apollo
11.	Wire cutters	\$12.99 Menards
12.	18" pipe wrench	\$13.99 Menards
13.	8# Sledge hammer	\$24.97 Menards
14.	Flat head axe (2)	\$137.00 Menards
15.	30" Haligan	\$420.00 Aazel
16.	36" Haligan	\$445.00 Aazel
17.	Bolt cutters	\$70.00 Apollo
18.	Water extinguisher	\$115.00 Firefighter Sales
19.	CO2 extinguisher	\$300.00 Firefighter Sales
20.	Traffic cones	\$225.00 Viz-Con
21.	Portable light	\$772.50 Apollo
22.	FDNY 6' pike pole	\$105.00 Apollo
23.	Blitz fire	\$3,335.00 Apollo
24.	Hand line spanners (3 sets)	\$184.50 Apollo
25.	LDH spanners (3 sets)	\$157.50 Apollo
26.	Binoculars	\$59.99 Menards
27.	4-gas meter	\$2,175 Argus-Hazco
28.	Hydrant wrench (2)	\$50.00 East Jordan
29.	Garden hose w/nozzle	\$15.48 Menards
30.	Gas can	\$109.30 Grainger
31.	Unlock Kit	\$59.95 Time Emergency
32.	Lock out / Tag out kit	\$404.25 Grainger
33.	Combination Foam (3)	\$300.00 EVS
34.	Push Broom	\$10.49 Menards
35.	Cooler	\$22.99 Menards
36.	Hydrant Bag	\$27.95 Time Emergency
37.	SCBA Brackets	\$121.80 Time Emergency
38.	Miscellaneous items	\$100.00 Local
Total Loose Equipment = \$19,051.65		
Mounting Brackets		
1.	Tool Mounts	\$993.05 Apollo
Total Mounting Brackets = \$993.05		
Medical Equipment		
1.	Main Med Bag	Transfer from M-84
2.	Pediatric Bag	Transfer from M-84
3.	Oxygen Bag	Transfer from M-84
4.	AED	\$2500.00
5.	Suction Unit	Transfer from M-84
6.	Burn Kit	\$167.00
7.	Blankets	Transfer from M-84
8.	Splints (regular & traction)	\$570.00
9.	Pediatric Board	\$350.00
10.	KED	\$115.00
11.	C-Collars	Transfer from M-84
Total Medical Equipment = \$3,702.00		
Total Equipment COST for new QRV = \$23,746.70		

Equipment list for new Silver Fox (Engine #76)

Loose Equipment			
1.	100' of 5" hose (12)	\$6,672.00	Apollo
2.	25' of 5" hose (2)	\$708.00	Apollo
3.	50' of 2 ½ hose (10)	\$2,040.00	Apollo
4.	50' of 1 ¼ hose (5)	\$840.00	Apollo
5.	Ventilation Fan	\$2,035.00	Apollo
6.	K-12	\$1,300.00	Chain Saws Plus
7.	Cutters Edge saw	\$1,928.00	Apollo
8.	Hydrant Pump	\$365.00	Chain Saws Plus
9.	Handheld flashlights (4)	\$488.00	Apollo
10.	Box lights (2)	\$324.00	Apollo
11.	2 ½" TFT nozzle (2)	\$1,900.00	Apollo
12.	1 ½" TFT nozzles (5)	\$5,215.00	Apollo
13.	2 ½" Gated wye (2)	\$655.00	Apollo
14.	2 ½" Gated valve	\$476.00	Apollo
15.	Hydrant adapter (2)	\$258.90	Apollo
16.	1 ½" to garden hose adapter	\$17.00	Apollo
17.	Wire cutters	\$12.99	Menards
18.	18" pipe wrench	\$13.99	Menards
19.	14" pipe wrench	\$10.99	Menards
20.	8# Sledge hammer	\$24.97	Menards
21.	Flat head axe (2)	\$137.00	Menards
22.	30" Haligan	\$420.00	Aazel
23.	36" Haligan	\$445.00	Aazel
24.	Bolt cutters	\$70.00	Apollo
25.	Water extinguisher	\$115.00	Firefighter Sales
26.	CO2 extinguisher	\$300.00	Firefighter Sales
27.	Ansul extinguisher	\$770.00	Firefighter Sales
28.	Traffic cones	\$225.00	Viz-Con
29.	Portable lights (2)	\$1,545.00	Apollo
30.	FDNY 6' pike pole (2)	\$210.00	Apollo
31.	FDNY 10' pike pole (2)	\$135.00	Apollo
32.	Blitz fire	\$3,335.00	Apollo
33.	Hand line spanners (3 sets)	\$184.50	Apollo
34.	LDH spanners (3 sets)	\$157.50	Apollo
35.	4-gas meter	\$2,175.00	Argus-Hazco
36.	Unlock Kit	\$59.95	Time Emergency
37.	Lock out / Tag out kit	\$404.25	Grainger
38.	Hydrant wrench (2)	\$50.00	East Jordan
39.	Hydrant bag	\$27.95	Time Emergency
40.	Garden hose w/nozzle	\$15.48	Menards
41.	Cooler	\$22.99	Menards
42.	Gas cans (2)	\$218.60	Grainger
43.	Combination foam (6)	\$600.00	EVS
44.	Class B foam (2)	\$250.00	Menards
45.	Push broom	\$10.49	Menards
46.	Binoculars	\$59.99	Menards
47.	Miscellaneous items	\$100.00	Local
Total Loose Equipment = \$37,328.54			
Mounting Brackets			
1.	Tool Mounts	\$1,101.55	Apollo
Total Mounting Brackets = \$1,101.55			
Fire Communication Headsets			
1.	Wireless Radio Headsets (4)	\$5,999.70	
Total Fire Communication Headsets = \$5999.70			

Medical Equipment			
1.	Main Med Bag	\$1,152.00	
2.	Pediatric Bag	\$300.00	
3.	Oxygen Bag	\$325.00	
4.	AED	\$2,500.00	
5.	Suction Unit	\$842.00	
6.	Burn Kit	\$167.00	
7.	Blankets	\$25.00	
8.	Splints (regular & traction)	\$570.00	
9.	Pediatric Board	\$350.00	
10.	KED	\$115.00	
11.	C-Collars	\$60.00	
Total Medical Equipment = \$6,406.00			
Total Equipment COST for new Silver Fox (Engine #76)= \$50,835.79			

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
ALUMINUM SULFATE (ALUM) AND HYDROFLUOSILICIC ACID (FLUORIDE)

WHEREAS:

1. City Council approved Resolution number 24812 on May 19, 2014 authorizing the purchase of Aluminum Sulfate (Alum) and Hydrofluosilicic Acid (Fluoride) using the City of Grand Rapids bid prices.
2. As detailed in the attached Staff Report the bid pricing include a three year pricing structure.
3. It is recommended the City Council accept the second year's pricing for the purchase of Alum from USALCO at a cost of \$333.00 per ton and Fluoride from Key Chemical at a cost of \$448.99 per ton.
4. Funds for the purchase of the Alum and Fluoride are budgeted in account number 591-591-55300-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of Aluminum Sulfate (Alum) from USALCO.
2. The City Council does hereby authorize the purchase of the Hydrofluosilicic Acid (Fluoride) from Key Chemical.
3. 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 May 18, 2015.

ATTACHMENTS:

Staff Report
Email
Tabulation Sheet

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 12, 2015
Subject: Purchase of Aluminum Sulfate (Alum) and Hydrofluorosilicic Acid (Fluoride)
From: Robert Veneklasen, Operations Supervisor
Meeting Date: May 18, 2015

Recommendation:

I recommend the City accept the bid prices from the City of Grand Rapids cooperative purchase for Aluminum Sulfate (Alum) from USALCO at a cost of \$333.00 per ton FOB and Hydrofluorosilicic Acid (Fluoride) from Key Chemical at a cost of \$448.99 per ton FOB.

Sustainability Criteria:

Environmental Quality – The use of fluoride and alum is necessary to the production of safe drinking water.

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

Economic Strength – By utilizing cooperative bidding with neighboring communities, the Utilities Department receives the best value for this necessary service. This results in the lowest water rates for our residents and customers.

Discussion:

The City of Grand Rapids has accepted bids and awarded contracts for the purchase of Alum and Fluoride. This year's bids are acceptance of the extended second year's pricing of a three-year pricing structure.

The original bids were received by the City of Grand Rapids as part of the cooperative purchasing strategy with participation by the Cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon. The City of Wyoming has participated in this cooperative purchasing program for more than fifteen years.

The bid price from USALCO for Alum for the second year of the agreement is \$333.00 per ton. The bid price from Key Chemical for Fluoride is \$448.99 per ton. These costs are unchanged from last year's bid prices accepted by the City and the other purchasing cooperative participants.

Upon evaluation of the original bids and extensions at the current pricing, it is my recommendation that the City continue to participate in the cooperative purchase for Alum from USALCO at the extended cost of \$333.00 per ton FOB. I recommend the

City similarly accept extended bid price from Key Chemical for Fluoride at a cost of \$448.99 per ton FOB. I also recommend the third year option be extended if deemed to be in the best interest of the City of Wyoming at the time of extension.

Budget Impact:

Based on average water treatment flows for the past seven years the anticipated costs for each chemical are as follows:

Aluminum Sulfate -	\$311,550
Hydrofluorosilicic Acid -	\$ 75,430

Adequate funds were budgeted in account #591-591-55300-740000 for both of these chemicals.

The term contract for Bulk Chemicals, Hydrofluorosilicic Acid (#885-66-08) with Key Chemical has been extended until April 30, 2016. We are currently in the 2nd year of a 3-year term contract.

The term contract for Bulk Chemicals, Aluminum Sulfate (#885-77-13) with USALCO expires on June 10, 2015. We are currently in the 1st year of a 3-year term contract. Closer to the expiration date and provided there are no issues, this contract will be renewed for the 2nd year.

Hope this helps. Let me know if you have further questions.

Sue Ann Wierenga

Buyer – Purchasing Department

City of Grand Rapids

300 Monroe Ave. NW, 7th Floor

Grand Rapids, MI 49503

PH: 616-456-3959

FX: 616-456-3339

Email: swierenga@grcity.us

BID TABULATION

BID REF #885-88-08	ITEM 1	
BID OPENING DATE: March 19, 2014	Cooperative Purchase	
FOR: Bulk Chemicals, Hydrofluoric Acid (HFS)	Worst till Co-op Agencles:	
# BIDDERS SOLICITED: 22	820 tons annually,	
BUYER: TW	Hydrofluoric Acid	
DEPT: Lake Filtration Plant	\$/Ton	
	Year 1	
	Year 2	
	Year 3	
Rowell Chemical	\$700.00	
	No Bid	
	No Bid	
PVS Nolwood	\$549.00	
	\$549.00	
	\$549.00	
Alexander Chemical	\$512.00	
	\$512.00	
	No Bid	
Mosaic Crop Nutrition	\$479.00	
	\$479.00	
	\$503.00	
Pennco Inc	\$443.00	
	No Bid	
	No Bid	
Koy Chemical	\$448.00	
	\$448.00	
	\$448.00	

BID REF #886-77-13	ITEM 1	
BID OPENING DATE: April 23, 2014	Co-op Purchase	
FOR: Bulk Chemicals, Aluminum Sulfate	and Delivery,	
# BIDDERS SOLICITED: 33	Bulk Aluminum	
BUYER: TW	Sulfate Acid	
DEPT: Lake Filtration Plant	\$/Dry Ton	
	Year 1	
	Year 2	
	Year 3	
USALCO	\$333.00	
	\$333.00	
	\$349.50	
Chemtrade Chemicals US LLC	\$450.00	
	\$400.00	
	\$470.00	
Kemira Water Solutions	\$325.00	
	\$341.25	
	\$356.31	

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
OFFICE SUPPLIES, PAPER AND TONER

WHEREAS:

1. As detailed in the attached Staff Report, the City of Wyoming purchases office supplies, paper and toner as needed for use in City departments.
2. It is recommended that the City Council authorize the purchase of the office supplies, paper and toner using the State of Michigan (MiDEAL), National Intergovernmental Purchasing Alliance (NIPA), National Joint Powers Alliance (NJPA) and vendors awarded bids through the Kent County Reverse Auction System (KCRA).
3. Funds for the purchase of the office supplies, paper and toner are available in various departmental accounts and will be charge to the appropriate account at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the office supplies, paper and toner using the MiDEAL, NIPA, NJPA and the KCRA programs and pricing.
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 May 18, 2015.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 11, 2015
Subject: Office Supplies, Paper and Toner
From: Laura Jackson, Purchasing Department
Meeting Date: May 18, 2015

Recommendation:

It is recommend that the City authorize the purchase of office supplies, paper and toner using the State of Michigan (MiDEAL), National Intergovernmental Purchasing Alliance (NIPA), National Joint Powers Alliance (NJPA) bids, and the Kent County Reverse Auction (KCRA) prices.

Sustainability Criteria:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Authorizing the purchase using the MiDEAL, NIPA, NJPA contracts and the KCRA allows departments to purchase items as needed at the lowest possible prices at the time of purchase to realize the greatest savings for the City of Wyoming.

Discussion:

On July 1, 2013 City Council approved Resolution #24536 authorizing the purchase of office supplies, paper and toner using the MiDeal and NIPA contracts and the KCRA prices based on the best possible pricing for each individual department needs.

The MiDEAL program is an extended purchasing program which allows local units of government to use the State of Michigan contracts. The NIPA and NJPA are cooperative purchasing organizations that allow educational institutions, government agencies and other non-profit entities to purchase at the awarded contract prices.

Contract	Awarded Bidder	Expiration Information
MiDeal	OfficeMax	March 17, 2016 with one additional one-year extensions available
NIPA	Office Depot	October 17, 2015, with one additional one year extension available
NJPA	Staples	January 20, 2019

All three vendor's websites are set up with their current contract pricing and this this allows departments to easily compare prices to obtain the lowest possible prices at the time of purchase.

The KCRA works like a real-time online auction where the price is bid down by sellers who are competing to sell goods and services for progressively lower prices (think EBAY in reverse). The City has obtained savings on toner and paper purchases through the KCRA.

Budget Impact:

Funds for the purchase of the office supplies, paper and toner are available in various departmental accounts and will be charge to the appropriate account at the time of purchase. It is estimated the City will spend approximately \$97,000 on office supplies, paper and toner combined over the next year.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidders	Cost
Nuts & Bolts	Manufacturers Supply Company	Bid prices as shown on the attached Tabulation Sheets

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 May 18, 2015.

ATTACHMENTS:
Staff Report
Tabulation Sheets

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: April 29, 2015
SUBJECT: Award of Bid for Nuts and Bolts
FROM: Ted Seil, Fleet Services
Date of Meeting: May 18, 2015

RECOMMENDATION

The Public Works Department recommends that the City Council award the bid for nuts and bolts to the low bidder, Manufacturers Supply Company.

SUSTAINABILITY CRITERIA

Environmental Quality

Nuts and bolts are utilized to make repairs to city vehicles, equipment and facilities. The repair of the vehicles prolongs their lives reducing waste and impact to the environment.

Social Equity

There is no Social Equity issues related to nuts and bolts.

Economic Strength

Nuts and bolts are required to maintain and repair various pieces of equipment throughout the City. Properly maintained equipment reduces the need for the replacement of the equipment improving the City's economic strength.

DISCUSSION

On April 21, 2015 the City Clerk received two bids for nuts and bolts. Forty-nine requests for bid were sent out. The Public Works Department uses approximately \$9,000 in nuts and bolts each year.

Manufacturers Supply Company located in Hudsonville is the lowest bidder for nuts and bolts.

BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool Operating Supplies Account 661-441-58200-740.000

Attachment: Tabulation Sheets

CITY OF WYOMING, MICHIGAN

TABULATION OF BIDS

NUTS & BOLTS

BY: CITY CLERK ON: April 21, 2015 At: 11:00 A.M.

All bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date of award of bid.

	Marshall Sales Inc.	Manufacturers Supply Co.	
HEX CAP SCREWS GRADE 2			
3/8 - 16 X 2-1/2 HEX CAP GRD2 ZINC	\$8.00	\$10.00	PER 100
3/8 - 16 X 7 HEX CAP GRD2 ZINC	\$40.00	\$29.00	PER 100
3/8 - 16 X 7-1/2 HEX CAP GRD2 ZINC	\$41.00	\$49.00	PER 100
3/8 - 16 X 8 HEX CAP GRD2 ZINC	\$42.00	\$52.00	PER 100
HEX CAP SCREWS GRADE 5			
1/4 - 20 X 1/2 HEX CAP GRD5 ZINC	\$3.27	\$2.27	PER 100
1/4 - 20 X 3/4 HEX CAP GRD5 ZINC	\$3.79	\$3.18	PER 100
1/4 - 20 X 1 HEX CAP GRD5 ZINC	\$4.15	\$2.39	PER 100
1/4 - 20 X 1-1/4 HEX CAP GRD5 ZINC	\$5.10	\$3.34	PER 100
1/4 - 20 X 1-1/2 HEX CAP GRD5 ZINC	\$6.04	\$3.18	PER 100
1/4 - 20 X 2 HEX CAP GRD5 ZINC	\$8.37	\$4.67	PER 100
1/4 - 20 X 2-1/2 HEX CAP GRD5 ZINC	\$9.25	\$8.58	PER 100
1/4 - 20 X 3 HEX CAP GRD5 ZINC	\$15.31	\$10.15	PER 100
5/16 - 18 X 1/2 HEX CAP GRD5 ZINC	\$5.24	\$3.46	PER 100
5/16 - 18 X 3/4 HEX CAP GRD5 ZINC	\$5.37	\$3.71	PER 100
5/16 - 18 X 1 HEX CAP GRD5 ZINC	\$6.30	\$4.04	PER 100
5/16 - 18 X 1-1/4 HEX CAP GRD5 ZINC	\$7.61	\$4.73	PER 100
5/16 - 18 X 1-1/2 HEX CAP GRD5 ZINC	\$8.78	\$5.29	PER 100
5/16 - 18 X 2 HEX CAP GRD5 ZINC	\$12.19	\$6.79	PER 100
5/16 - 18 X 2-1/2 HEX CAP GRD5 ZINC	\$14.46	\$8.23	PER 100
5/16 - 18 X 2-3/4 HEX CAP GRD5 ZINC	\$16.81	\$8.62	PER 100
5/16 - 18 X 3 HEX CAP GRD5 ZINC	\$16.84	\$9.61	PER 100
3/8 - 16 X 1/2 HEX CAP GRD5 ZINC	\$8.98	\$4.80	PER 100
3/8 - 16 X 3/4 HEX CAP GRD5 ZINC	\$7.47	\$5.25	PER 100
3/8 - 16 X 1 HEX CAP GRD5 ZINC	\$8.70	\$5.72	PER 100
3/8 - 16 X 1-1/4 HEX CAP GRD5 ZINC	\$10.19	\$6.48	PER 100
3/8 - 16 X 1-1/2 HEX CAP GRD5 ZINC	\$11.08	\$7.10	PER 100
3/8 - 16 X 2 HEX CAP GRD5 ZINC	\$14.24	\$9.58	PER 100
3/8 - 16 X 2-1/2 HEX CAP GRD5 ZINC	\$18.01	\$11.65	PER 100
3/8 - 16 X 3 HEX CAP GRD5 ZINC	\$25.41	\$13.45	PER 100
3/8 - 16 X 3-1/4 HEX CAP GRD5 ZINC	\$28.49	\$14.85	PER 100
7/16 - 14 X 1 HEX CAP GRD5 ZINC	\$13.40	\$9.90	PER 100
7/16 - 14 X 1-1/2 HEX CAP GRD5 ZINC	\$18.81	\$12.18	PER 100
7/16 - 14 X 2 HEX CAP GRD5 ZINC	\$25.02	\$15.15	PER 100
7/16 - 14 X 2-1/2 HEX CAP GRD5 ZINC	\$28.31	\$17.30	PER 100
7/16 - 14 X 3 HEX CAP GRD5 ZINC	\$37.86	\$20.37	PER 100
1/2 - 13 X 1 HEX CAP GRD5 ZINC	\$18.23	\$11.52	PER 100
1/2 - 13 X 1-1/4 HEX CAP GRD5 ZINC	\$19.91	\$12.38	PER 100
1/2 - 13 X 1-1/2 HEX CAP GRD5 ZINC	\$22.84	\$14.00	PER 100
1/2 - 13 X 2 HEX CAP GRD5 ZINC	\$30.22	\$17.00	PER 100
1/2 - 13 x 3 HEX CAP GRD5 ZINC	\$40.04	\$24.40	PER 100
1/2 - 13 X 4 HEX CAP GRD5 ZINC	\$53.73	\$32.00	PER 100

¾ - 10 X 2 ½ HEX CAP SCREW 18-8 PLN	\$160.00	\$127.20	PER 100
9/16 - 12 X 1/2 HEX CAP GRD5 ZINC	\$50.00		PER 100
9/16 - 12 X 1 HEX CAP GRD5 ZINC	\$50.78	\$19.57	PER 100
9/16 - 12 X 1-1/2 HEX CAP GRD5 ZINC	\$54.21	\$24.54	PER 100
9/16 - 12 X 2 HEX CAP GRD5 ZINC	\$72.53	\$26.14	PER 100
9/16 - 12 X 2-1/2 HEX CAP GRD5 ZINC	\$81.51	\$50.64	PER 100
9/16 - 12 X 3 HEX CAP GRD5 ZINC	\$99.74	\$59.00	PER 100
5/8 - 11 X 1 HEX CAP GRD5 ZINC	\$36.26	\$20.40	PER 100
5/8 - 11 X 1-1/2 HEX CAP GRD5 ZINC	\$36.48	\$25.27	PER 100
5/8 - 11 X 2 HEX CAP GRD5 ZINC	\$43.62	\$28.74	PER 100
5/8 - 11 X 2-1/2 HEX CAP GRD5 ZINC	\$51.41	\$35.25	PER 100
5/8 - 11 X 3 HEX CAP GRD5 ZINC	\$61.14	\$40.25	PER 100
5/8 - 11 X 5 HEX CAP GRD5 ZINC	\$117.81	\$62.60	PER 100
3/4 - 10 X 1/2 HEX CAP GRD5 ZINC	\$85.50		PER 100
3/4 - 10 X 1 HEX CAP GRD5 ZINC	\$79.75	\$37.87	PER 100
3/4 - 10 X 1-1/2 HEX CAP GRD5 ZINC	\$68.01	\$36.15	PER 100
3/4 - 10 X 2 HEX CAP GRD5 ZINC	\$80.75	\$50.84	PER 100
3/4 - 10 X 2-1/2 HEX CAP GRD5 ZINC	\$90.89	\$50.48	PER 100
3/4 - 10 X 3 HEX CAP GRD5 ZINC	\$107.80	\$62.00	PER 100
3/4 - 10 X 3-1/2 HEX CAP GRD5 ZINC	\$128.64	\$67.67	PER 100
7/8 - 9 X 3-1/2 HEX CAP GRD5 ZINC	\$188.63	\$95.40	PER 100
7/8 - 9 X 4 HEX CAP GRD5 ZINC	\$246.11	\$110.00	PER 100
1 - 8 X 2-1/2 HEX CAP GRD5 ZINC	\$204.78	\$85.50	PER 100
1 - 8 X 3 HEX CAP GRD5 ZINC	\$175.92	\$115.85	PER 100
1 - 8 X 4 HEX CAP GRD5 ZINC	\$272.75	\$145.59	PER 100
1 - 8 X 4-1/2 HEX CAP GRD5 ZINC	\$337.11	\$159.25	PER 100
1 - 8 X 5 HEX CAP GRD5 ZINC	\$380.71	\$316.00	PER 100
1-1/8 - 7 X 6 HHCS GRD5 PLN	\$600.00	\$5.10	EACH
CARRIAGE BOLTS, GRADE 2			
1/4 - 20 X 3 CARRIAGE BOLT GRD2 ZINC F.T.	\$5.67	\$4.75	PER 100
1/4 - 20 X 4 CARRIAGE BOLT GRD2 ZINC F.T.	\$5.76	\$4.00	PER 100
1/4 - 20 X 4-1/2 CARRIAGE BOLT GRD2 ZINC F.T.	\$13.37	\$3.50	PER 100
5/16 - 18 X 3 CARRIAGE BOLT GRD2 ZINC F.T.	\$7.23	\$7.30	PER 100
5/16 - 18 X 4 CARRIAGE BOLT GRD2 ZINC F.T.	\$9.24	\$15.30	PER 100
3/8 - 16 X 2 CARRIAGE BOLT GRD2 ZINC F.T.	\$8.96	\$8.30	PER 100
3/8 - 16 X 2-1/2 CARRIAGE BOLT GRD2 ZINC F.T.	\$9.54	\$10.25	PER 100
3/8 - 16 X 3 CARRIAGE BOLT GRD2 ZINC F.T.	\$11.10	\$16.18	PER 100
3/8 - 16 X 3-1/2 CARRIAGE BOLT GRD2 ZINC F.T.	\$12.17	\$19.00	PER 100
3/8 - 16 X 4 CARRIAGE BOLT GRD2 ZINC F.T.	\$13.49	\$23.00	PER 100
3/8 - 16 X 5-1/2 CARRIAGE BOLT GRD2 ZINC F.T.	\$17.94	\$27.00	PER 100
3/8 - 16 X 6 CARRIAGE BOLT GRD2 ZINC F.T.	\$19.71	\$30.00	PER 100
LAG SCREWS			
5/16 X 3 LAG SCREWS ZINC	\$8.44	\$9.70	PER 100
3/8 X 2 LAG SCREWS ZINC	\$8.13	\$11.10	PER 100
NUTS			
1/4 - 20 FIN HEX NUTS ZINC	\$1.32	\$1.18	PER 100
5/16 - 18 FIN HEX NUTS ZINC	\$1.94	\$1.75	PER 100
3/8 - 16 FIN HEX NUTS ZINC	\$2.58	\$1.96	PER 100
7/16 - 14 FIN HEX NUTS ZINC	\$4.49	\$3.80	PER 100
1/2 - 13 FIN HEX NUTS ZINC	\$6.83	\$4.76	PER 100
9/16 - 12 FIN HEX NUTS ZINC	\$10.78	\$11.86	PER 100
5/8 - 11 FIN HEX NUTS ZINC	\$11.61	\$8.94	PER 100

3/4 - 10 FIN HEX NUTS ZINC	\$19.62	\$14.00	PER 100
1" - 8 FIN HEX NUTS ZINC	\$53.86	\$35.00	PER 100
5/8 - 11 HVY HEX NUTS PLN	\$16.44	\$14.00	PER 100
1" - 8 HVY HEX NUTS ZINC	\$60.12	\$89.00	PER 100
1-1/8 - 7 HVY HEX NUTS PLN	\$121.34	\$95.00	PER 100
6 - 32 HEX M/S NUTS ZINC	\$1.49	\$0.83	PER 100
8 - 32 HEX M/S NUTS ZINC	\$1.49	\$1.30	PER 100
10 - 24 HEX M/S NUTS ZINC	\$1.49	\$0.97	PER 100
10 - 32 HEX M/S NUTS ZINC	\$1.49	\$0.95	PER 100
12 - 24 HEX M/S NUTS ZINC	\$1.68	\$1.31	PER 100
1/4 - 20 NYLON LOCKNUTS ZINC	\$2.23	\$1.64	PER 100
1/2 - 13 NYLON LOCKNUTS ZINC	\$6.73	\$6.76	PER 100
1/2 - 13 STOVER LOCKNUTS GRADE 8 ZINC	\$27.56	\$8.54	PER 100
3/4 - 10 STOVER LOCKNUTS GRADE 8 ZINC	\$74.91	\$28.75	PER 100
5/8 - 11 STOVER LOCKNUTS GRADE 8 ZINC	\$38.65	\$17.00	PER 100
5/16 - 18 KEPS NUTS ZINC	\$2.50	\$2.99	PER 100
COTTER PINS			
1/16 X 1/2 COTTER PINS ZINC	\$0.89	\$0.43	PER 100
1/16 X 3/4 COTTER PINS ZINC	\$1.11	\$0.60	PER 100
1/16 X 1 COTTER PINS ZINC	\$1.16	\$1.30	PER 100
3/32 X 3/4 COTTER PINS ZINC	\$1.65	\$0.97	PER 100
3/32 X 1 COTTER PINS ZINC	\$2.39	\$0.50	PER 100
3/32 X 1-1/4 COTTER PINS ZINC	\$4.04	\$3.54	PER 100
3/32 X 1-1/2 COTTER PINS ZINC	\$4.22	\$4.00	PER 100
3/32 X 2 COTTER PINS ZINC	\$4.34	\$4.10	PER 100
1/8 X 1/2 COTTER PINS ZINC	\$2.37	\$1.00	PER 100
1/8 X 3/4 COTTER PINS ZINC	\$2.33	\$1.15	PER 100
1/8 X 1 COTTER PINS ZINC	\$2.59	\$1.35	PER 100
1/8 X 1-1/4 COTTER PINS ZINC	\$2.98	\$2.12	PER 100
1/8 X 1-1/2 COTTER PINS ZINC	\$3.51	\$2.05	PER 100
1/8 X 1-3/4 COTTER PINS ZINC	\$4.32	\$3.00	PER 100
1/8 X 2-1/2 COTTER PINS ZINC	\$6.74	\$5.92	PER 100
7/64 X 3/4 COTTER PINS ZINC	\$3.06	\$2.90	PER 100
7/64 X 1 COTTER PINS ZINC	\$3.29	\$4.30	PER 100
5/32 X 1 COTTER PINS ZINC	\$4.02	\$1.32	PER 100
5/32 X 1-1/2 COTTER PINS ZINC	\$6.63	\$2.39	PER 100
5/32 X 1-3/4 COTTER PINS ZINC	\$8.25	\$9.53	PER 100
5/32 X 2 COTTER PINS ZINC	\$6.96	\$2.90	PER 100
5/32 X 2-1/2 COTTER PINS ZINC	\$8.33	\$3.70	PER 100
3/16 X 1 COTTER PINS ZINC	\$6.11	\$2.00	PER 100
3/16 X 1-1/2 COTTER PINS ZINC	\$10.43	\$3.26	PER 100
3/16 X 2 COTTER PINS ZINC	\$12.30	\$9.90	PER 100
3/16 X 2-1/2 COTTER PINS ZINC	\$13.59	\$4.65	PER 100
ANCHORS			
1/4 LONG LAG SHIELDS	\$54.96	\$11.00	PER 100
5/16 LONG LAG SHIELDS	\$55.71	\$29.90	PER 100
10 - 14 X 1" LEAD SCREW ANCHORS	\$20.17	\$7.30	PER 100
10 - 12 X 1" LIP TYPE PLASTIC ANCHORS	\$2.50	\$7.30	PER 100
10 - 12 X 1" CONICAL WALL PLUGS	\$1.35	\$7.30	PER 100
WASHERS			
1/4 USS FLAT WASHERS, ZINC	\$0.99	\$1.14	PER 100
5/16 USS FLAT WASHERS, ZINC	\$1.70	\$1.73	PER 100

3/8 USS FLAT WASHERS, ZINC	\$2.23	\$1.92	PER 100
7/16 USS FLAT WASHERS, ZINC	\$3.60	\$2.93	PER 100
1/2 USS FLAT WASHERS, ZINC	\$5.34	\$4.49	PER 100
9/16 USS FLAT WASHERS, ZINC	\$5.46	\$5.27	PER 100
5/8 USS FLAT WASHERS, ZINC	\$10.70	\$9.59	PER 100
3/4 USS FLAT WASHERS, ZINC	\$15.27	\$12.52	PER 100
7/8 USS FLAT WASHERS, ZINC	\$21.41	\$30.68	PER 100
1" USS FLAT WASHERS, ZINC	\$26.26	\$22.60	PER 100
#6 SAE FLAT WASHERS, ZINC	\$1.71	\$0.51	PER 100
#8 SAE FLAT WASHERS, ZINC	\$1.04	\$0.67	PER 100
#10 SAE FLAT WASHERS, ZINC	\$1.04	\$0.74	PER 100
#12 SAE FLAT WASHERS, ZINC	\$2.50	\$0.88	PER 100
1/4 SPLIT LOCK WASHERS, ZINC	\$0.50	\$0.95	PER 100
5/16 SPLIT LOCK WASHERS, ZINC	\$0.99	\$1.26	PER 100
3/8 SPLIT LOCK WASHERS, ZINC	\$1.39	\$3.17	PER 100
7/16 SPLIT LOCK WASHERS, ZINC	\$1.88	\$3.17	PER 100
1/2 SPLIT LOCK WASHERS, ZINC	\$2.92	\$3.40	PER 100
9/16 SPLIT LOCK WASHERS, ZINC	\$4.43	\$1.30	PER 100
5/8 SPLIT LOCK WASHERS, ZINC	\$5.52	\$6.48	PER 100
3/4 SPLIT LOCK WASHERS, ZINC	\$7.54	\$9.87	PER 100
#6 SPLIT LOCK WASHERS, ZINC	\$1.41	\$0.14	PER 100
#8 SPLIT LOCK WASHERS, ZINC	\$1.41	\$0.75	PER 100
#10 SPLIT LOCK WASHERS, ZINC	\$1.41	\$0.75	PER 100
1" SPLIT LOCK WASHERS, ZINC	\$17.76	\$22.15	PER 100
1/4 EXTERNAL LOCK WASHERS, ZINC	\$1.17	\$1.38	PER 100
3/8 EXTERNAL LOCK WASHERS, ZINC	\$3.74	\$1.46	PER 100
3/16 X 1-1/4 OD FENDER WASHERS, ZINC	\$3.74	\$4.23	PER 100
SHEET METAL SCREWS			
#6 X 1/4 PAN SLOT TY A ZINC	\$1.88	\$0.138	PER 100
#6 X 3/8 PAN SLOT TY A ZINC	\$0.88	\$0.414	PER 100
#6 X 1/2 PAN SLOT TY A ZINC	\$0.99	\$0.483	PER 100
#6 X 3/4 PAN SLOT TY A ZINC	\$1.85	\$2.070	PER 100
#6 X 1 PAN SLOT TY A ZINC	\$2.13	\$1.310	PER 100
#8 X 3/8 PAN SLOT TY A ZINC	\$1.23	\$1.890	PER 100
#8 X 1/2 PAN SLOT TY A ZINC	\$1.35	\$0.414	PER 100
#8 X 3/4 PAN SLOT TY A ZINC	\$1.70	\$0.540	PER 100
#8 X 1 PAN SLOT TY A ZINC	\$1.91	\$0.620	PER 100
#8 X 1-1/4 PAN SLOT TY A ZINC	\$2.32	\$0.138	PER 100
#10 X 1/2 PAN SLOT TY A ZINC	\$1.62	\$2.170	PER 100
#10 X 5/8 PAN SLOT TY A ZINC	\$1.70	\$0.410	PER 100
#10 X 3/4 PAN SLOT TY A ZINC	\$1.79	\$0.650	PER 100
#10 X 1 PAN SLOT TY A ZINC	\$3.46	\$0.550	PER 100
#10 X 1 ¼ PHIL PAN TY A ZINC	\$4.14	\$1.380	PER 100
#10 X 1 ½ PHIL PAN TY A ZINC	\$4.25	\$0.830	PER 100
#10 X 2 PAN SLOT TY A ZINC	\$6.15	\$0.970	PER 100
#12 X 1/2 PAN SLOT TY A ZINC	\$2.89	\$0.830	PER 100
#12 X 5/8 PAN SLOT TY A ZINC	\$3.37	\$1.530	PER 100
#12 X 3/4 PAN SLOT TY A ZINC	\$4.09	\$3.560	PER 100
#12 X 1 PAN SLOT TY A ZINC	\$4.34	\$1.100	PER 100
#12 X 1-1/4 PAN SLOT TY A ZINC	\$4.46	\$1.300	PER 100
#14 X 1/2 PAN SLOT TY A ZINC	\$4.49	\$3.860	PER 100
#14 X 3/4 PAN SLOT TY A ZINC	\$5.65	\$1.580	PER 100

#14 X 7/8 PAN SLOT TY A ZINC	\$7.00	\$5.370	PER 100
#14 X 1 PAN SLOT TY A ZINC	\$4.75	\$1.380	PER 100
#14 X 1-1/2 PAN SLOT TY A ZINC	\$6.00	\$1.380	PER 100
STAINLESS STEEL FASTENERS			
1/4 - 20 X 1/2 HEX HEAD CAP SCREWS 18.8 S.S.	\$4.75	\$4.09	PER 100
1/4 - 20 X 3/4 HEX HEAD CAP SCREWS 18.8 S.S.	\$6.00	\$4.72	PER 100
1/4 - 20 X 1 HEX HEAD CAP SCREWS 18.8 S.S.	\$7.10	\$5.60	PER 100
1/4 - 20 X 1-1/2 HEX HEAD CAP SCREWS 18.8 S.S.	\$10.26	\$7.94	PER 100
5/16 - 18 X 1/2 HEX HEAD CAP SCREWS 18.8 S.S.	\$10.14	\$8.40	PER 100
5/16 - 18 X 1 HEX HEAD CAP SCREWS 18.8 S.S.	\$11.36	\$9.03	PER 100
5/16 - 18 X 1-1/2 HEX HEAD CAP SCREWS 18.8 S.S.	\$15.86	\$11.06	PER 100
3/8 - 16 X 1 HEX HEAD CAP SCREWS 18.8 S.S.	\$16.76	\$12.97	PER 100
3/8 - 16 X 1-1/2 HEX HEAD CAP SCREWS 18.8 S.S.	\$22.64	\$15.54	PER 100
3/8 - 16 X 2 HEX HEAD CAP SCREWS 18.8 S.S.	\$28.80	\$22.25	PER 100
7/16 - 14 X 1 HEX HEAD CAP SCREWS 18.8 S.S.	\$37.97	\$29.63	PER 100
7/16 - 14 X 1-1/2 HEX HEAD CAP SCREWS 18.8 S.S.	\$37.99	\$36.08	PER 100
1/2 - 13 X 1 HEX HEAD CAP SCREWS 18.8 S.S.	\$36.70	\$40.74	PER 100
1/2 - 13 X 2 HEX HEAD CAP SCREWS 18.8 S.S.	\$56.00	\$43.55	PER 100
1/2 - 13 X 2-1/2 HEX HEAD CAP SCREWS 18.8 S.S.	\$68.00	\$47.15	PER 100
5/8 - 11 X 1-1/2 HEX HEAD CAP SCREWS 18.8 S.S.	\$75.20	\$67.75	PER 100
5/8 - 11 X 2 HEX HEAD CAP SCREWS 18.8 S.S.	\$89.00	\$78.97	PER 100
5/8 - 11 X 2-1/2 HEX HEAD CAP SCREWS 18.8 S.S.	\$120.00	\$82.89	PER 100
5/8 - 11 X 3 HEX HEAD CAP SCREWS 18.8 S.S.	\$125.00	\$93.60	PER 100
5/8 - 11 X 4-1/2 HEX HEAD CAP SCREWS 18.8 S.S.	\$300.00	\$135.00	PER 100
3/4 - 10 X 1 HEX HEAD CAP SCREWS 18.8 S.S.	\$172.41	\$110.00	PER 100
3/4 - 10 X 1-1/2 HEX HEAD CAP SCREWS 18.8 S.S.	\$147.00	\$120.00	PER 100
3/4 - 10 X 3-1/2 HEX HEAD CAP SCREWS 18.8 S.S.	\$2.66	\$198.00	PER 100
6 - 32 X 3/8 ROUND HEAD MACHINE SCREWS 18.8 S.S.	\$2.54	\$3.30	PER 100
6 - 32 X 1/2 ROUND HEAD MACHINE SCREWS 18.8 S.S.	\$2.94	\$3.70	PER 100
6 - 32 x 1 ROUND HEAD MACHINE SCREWS 18.8 S.S.	\$4.35	\$3.78	PER 100
8 - 32 X 1/2 ROUND HEAD MACHINE SCREWS 18.8 S.S.	\$3.79	\$3.00	PER 100
8 - 32 X 3/4 ROUND HEAD MACHINE SCREWS 18.8 S.S.	\$4.71	\$3.90	PER 100
8 - 32 X 1 ROUND HEAD MACHINE SCREWS 18.8 S.S.	\$6.10	\$4.00	PER 100
10 - 24 X 1/2 ROUND HEAD MACHINE SCREWS 18.8 S.S.	\$3.82	\$2.80	PER 100
10 - 24 X 3/4 ROUND HEAD MACHINE SCREWS 18.8 S.S.	\$7.76	\$5.00	PER 100
10 - 24 X 1 ROUND HEAD MACHINE SCREWS 18.8 S.S.	\$7.86	\$5.10	PER 100
10 - 32 X 1/2 ROUND HEAD MACHINE SCREWS 18.8 S.S.	\$6.51	\$4.50	PER 100
10 - 32 X 3/4 ROUND HEAD MACHINE SCREWS 18.8 S.S.	\$8.38	\$5.00	PER 100
10 - 32 X 1 ROUND HEAD MACHINE SCREWS 18.8 S.S.	\$8.71	\$6.00	PER 100
1/4 - 20 FIN HEX NUTS 18.8 S.S.	\$4.39	\$2.53	PER 100
5/16 - 18 FIN HEX NUTS 18.8 S.S.	\$7.72	\$3.73	PER 100
3/8 - 16 FIN HEX NUTS 18.8 S.S.	\$10.42	\$4.91	PER 100
7/16 - 14 FIN HEX NUTS 18.8 S.S.	\$15.67	\$10.40	PER 100
1/2 - 13 FIN HEX NUTS 18.8 S.S.	\$23.92	\$11.90	PER 100
9/16 - 12 FIN HEX NUTS 18.8 S.S.	\$46.58	\$25.39	PER 100
5/8 - 11 FIN HEX NUTS 18.8 S.S.	\$44.84	\$22.10	PER 100
3/4 - 10 FIN HEX NUTS 18.8 S.S.	\$76.76	\$31.70	PER 100
1/4 USS FLAT WASHERS 18.8 S.S.	\$1.85	\$1.76	PER 100
5/16 USS FLAT WASHERS 18.8 S.S.	\$3.52	\$2.17	PER 100
3/8 USS FLAT WASHERS 18.8 S.S.	\$3.58	\$2.48	PER 100
7/16 USS FLAT WASHERS 18.8 S.S.	\$13.26	\$6.00	PER 100
1/2 USS FLAT WASHERS 18.8 S.S.	\$9.22	\$6.03	PER 100

9/16 USS FLAT WASHERS 18.8 S.S.	\$18.76	\$4.50	PER 100
5/8 USS FLAT WASHERS 18.8 S.S.	\$18.95	\$11.62	PER 100
3/4 USS FLAT WASHERS 18.8 S.S.	\$36.06	\$50.90	PER 100
1/4 SPLIT LOCK WASHERS 18.8 S.S.	\$2.01	\$1.80	PER 100
5/16 SPLIT LOCK WASHERS 18.8 S.S.	\$3.52	\$2.80	PER 100
3/8 SPLIT LOCK WASHERS 18.8 S.S.	\$5.87	\$3.90	PER 100
7/16 SPLIT LOCK WASHERS 18.8 S.S.	\$6.49	\$5.60	PER 100
1/2 SPLIT LOCK WASHERS 18.8 S.S.	\$12.81	\$7.10	PER 100
9/16 SPLIT LOCK WASHERS 18.8 S.S.	\$25.16	\$19.60	PER 100
5/8 SPLIT LOCK WASHERS 18.8 S.S.	\$23.20	\$16.20	PER 100
3/4 SPLIT LOCK WASHERS 18.8 S.S.	\$34.85	\$22.40	PER 100
PLOW BOLTS			
5/8 - 11 X 2-1/2 PLOW BOLT PLAIN, #3 HEAD STYLE, GRADE 8	\$62.56	\$53.00	PER 100
5/8 x 11 X 3 1/2 PLOW BOLT	\$140.00	\$85.00	PER 100
5/8 X 11 X 4 1/2 PLOW BOLT	\$175.00	\$120.00	PER 100
MACHINE SCREWS			
6 - 32 X 1/4 RH SLTD M/S ZINC	\$1.52	\$1.42	PER 100
6 - 32 X 1/2 RH SLTD M/S ZINC	\$1.42	\$1.05	PER 100
6 - 32 X 5/8 RH SLTD M/S ZINC	\$1.62	\$1.60	PER 100
6 - 32 X 3/4 RH SLTD M/S ZINC	\$1.62	\$0.56	PER 100
8 - 32 X 1/4 RH SLTD M/S ZINC	\$1.82	\$0.89	PER 100
8 - 32 X 1/2 RH SLTD M/S ZINC	\$1.86	\$0.69	PER 100
8 - 32 X 3/4 RH SLTD M/S ZINC	\$2.74	\$0.59	PER 100
8 - 32 X 1 RH SLTD M/S ZINC	\$3.17	\$1.29	PER 100
8 - 32 X 1-1/2 RH SLTD M/S ZINC	\$2.64		PER 100
10 - 24 X 1/2 RH SLTD M/S ZINC	\$2.03	\$0.4970	PER 100
10 - 24 X 5/8 RH SLTD M/S ZINC	\$2.23	\$0.2760	PER 100
10 - 24 X 3/4 RH SLTD M/S ZINC	\$2.94	\$1.32	PER 100
10 - 24 X 1 RH SLTD M/S ZINC	\$3.52	\$0.91	PER 100
10 - 24 X 1-1/4 RH SLTD M/S ZINC	\$2.95	\$0.55	PER 100
10 - 24 X 1-1/2 RH SLTD M/S ZINC	\$3.35	\$0.83	PER 100
10 - 24 X 3 RH SLTD M/S ZINC	\$6.51	\$5.18	PER 100
10 - 32 X 1/4 RH SLTD M/S ZINC	\$2.94	\$0.39	PER 100
10 - 32 X 1/2 RH SLTD M/S ZINC	\$2.03	\$0.73	PER 100
10 - 32 X 3/4 RH SLTD M/S ZINC	\$2.99	\$2.26	PER 100
10 - 32 X 1 RH SLTD M/S ZINC	\$3.15	\$2.76	PER 100
10 - 32 X 1-1/2 RH SLTD M/S ZINC	\$3.35	\$3.35	PER 100
12 - 24 X 1/2 RH SLTD M/S ZINC	\$4.68	\$2.97	PER 100
12 - 24 X 3/4 RH SLTD M/S ZINC	\$4.84	\$3.19	PER 100
1/4 - 20 X 1/2 RH SLTD M/S ZINC	\$3.64	\$1.78	PER 100
1/4 - 20 X 3/4 RH SLTD M/S ZINC	\$3.46	\$4.08	PER 100
1/4 - 20 X 1 RH SLTD M/S ZINC	\$3.97	\$4.85	PER 100
1/4 - 20 X 1-1/4 RH SLTD M/S ZINC	\$4.47	\$1.24	PER 100
WIRE CONNECTORS			
22-16 NYLON SOLDERLESS BUTT CONNECTORS	\$8.76	\$6.16	PER 100
16-14 NYLON SOLDERLESS BUTT CONNECTORS	\$7.34	\$6.24	PER 100
12-10 NYLON SOLDERLESS BUTT CONNECTORS	\$14.86	\$10.52	PER 100
16-14 NYLON MALE QUICK SLIDE TERMINALS	\$8.95	\$7.98	PER 100
16-14 NYLON FEMALE QUICK SLIDE TERMINALS	\$9.66	\$7.40	PER 100
#12 WIRE - #10 STUD-NYLON INSULATED RING TYPE	\$13.72	\$10.66	PER 100
#16 WIRE - #10 STUD-NYLON INSULATED RING TYPE	\$8.39	\$10.08	PER 100
#16 WIRE - #14 STUD-NYLON INSULATED RING TYPE	\$11.79	\$9.25	PER 100

#22 WIRE - #10 STUD-NYLON INSULATED RING TYPE	\$8.00	\$7.14	PER 100
#12 WIRE - #10 STUD-NYLON INSULATED SPADE TYPE	\$15.67	\$10.79	PER 100
#16 WIRE - #10 STUD-NYLON INSULATED SPADE TYPE	\$10.38	\$7.70	PER 100
#16 WIRE - #6 STUD-NYLON INSULATED SPADE TYPE	\$10.38	\$7.56	PER 100
#22 WIRE - #6 STUD-NYLON INSULATED SPADE TYPE	\$8.25	\$6.59	PER 100
THREADED ROD			
1/4 - 20 X 36 THREADED ROD Z-2	\$2.00	\$4.62	EACH
5/16 - 18 X 36 THREADED ROD Z-2	\$2.60	\$0.65	EACH
3/8 - 16 X 36 THREADED ROD Z-2	\$3.25	\$0.84	EACH
1/2 - 13 X 36 THREADED ROD Z-2	\$4.00	\$1.54	EACH
5/8 - 11 X 36 THREADED ROD Z-2	\$4.50	\$2.45	EACH
5/8 - 11 X 120 THREADED ROD Z-2	\$12.50	\$9.50	EACH
3/4 - 10 X 36 THREADED ROD Z-2	\$6.00	\$3.58	EACH
3/4 - 10 X 120 THREADED ROD Z-2	\$20.00	\$11.83	EACH
NYLON TY-RAPS			
SHORT - 3-3/4"	\$0.99	\$0.46	PER 100
INTERMEDIATE - 6"	\$2.13	\$1.10	PER 100
REGULAR - 7-3/4"	\$2.31	\$1.64	PER 100
HEAVY DUTY - 11-3/8"	\$5.88	\$3.67	PER 50
LONG NARROW - 15-1/8"	\$7.30	\$2.16	PER 50
LONG WIDE - 15-1/4"	\$13.36	\$4.03	PER 50
¾ SQ NATURAL TY-WRAP MOUNT W/ ADHESIVE	\$11.73	\$4.52	PER 50
DRILL BITS			
1/16" HIGH SPEED, JOBBER LENGTH	\$9.7070	\$0.33	EACH
3/32 HIGH SPEED, JOBBER LENGTH	\$1.0287	\$0.49	EACH
1/8 HIGH SPEED, JOBBER LENGTH	\$1.2528	\$0.39	EACH
5/32 HIGH SPEED, JOBBER LENGTH	\$1.4104	\$0.69	EACH
3/16 HIGH SPEED, JOBBER LENGTH	\$1.7672	\$0.42	EACH
7/32 HIGH SPEED, JOBBER LENGTH	\$1.9745	\$0.52	EACH
1/4 HIGH SPEED, JOBBER LENGTH	\$2.3230	\$0.65	EACH
5/16 HIGH SPEED, JOBBER LENGTH	\$3.5426	\$0.93	EACH
3/8 HIGH SPEED, JOBBER LENGTH	\$5.1853	\$1.30	EACH
7/16 HIGH SPEED, JOBBER LENGTH	\$7.0270	\$1.77	EACH
1/2 HIGH SPEED, JOBBER LENGTH	\$8.7277	\$2.42	EACH
1/4" x 12" TWIST DRILL BIT	\$14.50	\$5.64	EACH
¼" X 12" LONG BOY TWIST DRILL BITS	\$14.50	\$8.04	EACH
¼" X 16" DRILL BITS	\$15.00	\$16.43	EACH
¼" X 18" DRILL BITS	\$16.00	\$15.90	EACH
1/4" X 6" MASONRY DRILL BIT	\$2.55	\$1.83	EACH
1/4" X 13" MASONRY DRILL BIT	\$6.54	\$4.74	EACH
1/4" x 18" MASONRY DRILL BIT	\$15.00	\$6.52	EACH
STAINLESS STEEL HOSE CLAMPS			
M4P	\$50.37	\$23.94	PER 100
M6P	\$50.37	\$23.76	PER 100
B8H	\$62.96	\$28.56	PER 100
B10H	\$76.54	\$38.63	PER 100
B12H	\$63.22	\$24.10	PER 100
B16H	\$64.19	\$27.43	PER 100
B20H	\$65.19	\$27.43	PER 100
B24H	\$65.19	\$26.28	PER 100
B28H	\$66.00	\$27.43	PER 100
B32H	\$66.42	\$34.06	PER 100

B36H	\$69.38	\$28.70	PER 100
B40H	\$80.81	\$46.85	PER 100
B44H	\$140.33	\$48.45	PER 100
B48H	\$105.35	\$47.98	PER 100
B52H	\$114.06	\$53.90	PER 100
B64H	\$103.53	\$58.04	PER 100
B72H	\$113.32	\$62.32	PER 100
B88H	\$206.71	\$77.98	PER 100
TEFLON PIPE TAPE			
1/2" WIDTH, 600" ROLL	\$18.50	\$0.89	PER ROLL
3/4" WIDTH, 600" ROLL	\$27.50	\$4.75	PER ROLL
1" WIDTH, 600" ROLL	\$37.00	\$4.20	PER ROLL
MISCELLANEOUS TAPE			
3/4" WIDTH, 66' ROLL ELECTRICAL TAPE	\$14.00	\$7.25	PER ROLL
CONTRACTOR'S DUCT TAPE	\$11.00	\$4.50	PER ROLL
GREASELESS SPRAY LUBRICANT & PENETRANT			
LIGHT GRADE - 11 OUNCE SPRAY CAN	\$7.92	\$6.75	PER CAN
MEDIUM GRADE - 11 OUNCE SPRAY CAN	\$7.92	\$6.75	PER CAN
HEAVY GRADE - 11 OUNCE SPRAY CAN	\$7.92	\$6.75	PER CAN
	\$10,245.25	\$6,024.13	

ORDINANCE NO. 4-15

AN ORDINANCE TO ADD ARTICLE VI TO
CHAPTER 30 OF THE CODE OF THE CITY OF WYOMING
ENTITLED “WATER WELL RESTRICTION”

THE CITY OF WYOMING ORDAINS:

Section 1. That Article VI entitled “Water Well Restriction” is hereby added to Chapter 30 of the Code of the City of Wyoming to read as follows:

ARTICLE VI

WATER WELL RESTRICTION

Sec. 30-201. Findings of Fact.

The City has been informed and hereby finds that an aquifer in certain areas of the City has been contaminated or otherwise adversely impacted by hazardous substances and that identified public health, safety and welfare risks may affect drinking water drawn from certain areas of such impacted aquifers. The City has determined that it is necessary and appropriate to prohibit and/or otherwise restrict the use of wells to supply water in and from the affected areas in order to protect City residents by minimizing the health, safety and welfare risks and minimizing the potential for migration of contaminated groundwater into presently unaffected groundwater.

Sec. 30-202. Definitions.

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

- (1) *Affected Parcel* means a parcel of land, any part of which is located within a Restricted Zone.
- (2) *Applicant* means a person who applies or applied for the establishment of a Restricted Zone pursuant to this Article.
- (3) *City* means the City of Wyoming
- (4) *City Property* means any interest in real property owned or held by the City and shall include but not be limited to the following: (i) Real property owned by the City; (ii) Real property leased by the City as Lessee; and (iii) City streets, alleys or other City rights-of-way or easement.
- (5) *Contaminated Groundwater* means groundwater in which there is present concentrations of constituents that exceed drinking water criteria under the Safe Drinking Water Act, 1976 PA 399, as amended, or the residential drinking water criteria established by the MDEQ in operational memoranda or rules promulgated pursuant to Part 201, Environmental Remediation Act

(MCL 324.20101 et seq.) or Part 213, Leaking Underground Storage Tanks (MCL 324.21301a et seq.), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 et seq., dependent upon whether the release is regulated pursuant to Part 201 or Part 213.

(6) *Domestic Use* means the use of water by humans for drinking, cooking, food preparation and other food-related services, cleaning, washing, bathing and similar household-type water uses in any dwelling, or in any building in which commercial/business, governmental/public or industrial activities are conducted. The term does not include water used solely for closed-loop heat pumps, non-contact cooling, or production and/or processing purposes of commercial or industrial enterprises where human exposure is excluded.

(7) *Groundwater* means water below the land surface in the zone of saturation and capillary fringe.

(8) *Influential Well* means a Well which if used or installed will have the effect of exacerbating a contaminated groundwater plume.

(9) *Irrigation Use* means the use of water for lawn, garden or landscaping irrigation on a residential parcel of land. The term does not include water used for commercial, agricultural or farm irrigation, except as specifically directed by the MDEQ.

(10) *MDEQ* means the Michigan Department of Environmental Quality or its successor agency.

(11) *ODWMA* means the Office of Drinking Water and Municipal Assistance of the MDEQ or its successor agency.

(12) *Owner* means the holder of record title for a parcel of land and also the occupant of a parcel of land in possession under a land contract or lease.

(13) *Person* means any individual, partnership, corporation, association, club, joint venture, estate, trust and any other group or combination acting as a unit, and the individuals constituting such group or unit.

(14) *Restricted Zone* means an area or areas described within section 30-203 of this Article for which prohibition of wells and the use of groundwater applies and includes parcels of land that are legally described in this Ordinance, and as amended from time to time as provided in this Ordinance.

(15) *U.S. EPA* means the United States Environmental Protection Agency or the successor agency.

(16) *Well* means an opening in the surface of the earth for the purpose of removing fresh water through non-mechanical or mechanical means for any purpose other than a public emergency or conducting response actions that are consistent with the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (“NREPA”), the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, or other applicable statute.

Sec. 30-203. Restricted Zone. The following described areas in the City shall be a Restricted Zones under this Article. They may be referred to by reference to the name provided in the caption preceding its description. Additional Restricted Zones, along with a map illustrating the Restricted Zone, may be added by amending the Article in accordance with Section 30-212 and all other applicable laws and code provisions.

(1) 36th Street SW Restricted Zone. The 36th Street SW Restricted Zone Property located in the City of Wyoming, Kent County, Michigan described as follows:

41-17-24-201-007 (300 – 36TH STEET SW)

THAT PART OF W ½ NE ¼ LYING E OF E LINE OF CONRAIL RR R/W & LYING S OF SLY LINE OF 36TH ST EX COM AT INT OF S LINE OF NE ¼ & W LINE OF BUCHANAN AVE TH N 87D 59M 30S W ALONG E & W ¼ LINE 828.27 FT TH N 47D 10M 30S E 46.67 FT TO N LINE OF S 33 FT OF NE ¼ TH S 87D 49M 30S E 695.3 FT TH NELY 125.8 FT ALONG A 101.8 FT RAD CURVE LT/LONG CHORD BEARS N 56D 46M 24S E 117.95 FT/ TO W LINE OF SD AVE TH SLY 101.4 FT TO BEG. SEC 24 T6N R12W 74.92 A. ALSO LOTS 147 TO 152 INCL & PART OF LOTS 144 145 146 153 154 & 155 & PART OF VACATED PORTIONS OF FLOYD ST & 40TH ST & DR LYING W OF LOTS 148 & 149 ALL BEING DESC AS – COM AT N2 COR OF SD PLAT TH S 87D 49M 30S E ALONG N LINE OF SD PLAT 358.58 FT TO WLY LINE OF RELOCATED STAFFORD AVE TH SWLY ALONG WLY LINE OF SD AVE 37.04 FT ALONG A 165.0 FT RAD CURVE LT/LONG CHORD BEARS S 48D 52M 25S W 36.97 FT TH S 42D 26M 30S W ALONG SD WLY LINE 243.88 FT TH SWLY ALONG SD WLY LINE 117.22 FT ALONG A 290.59 FT RAD CURVE LT/LONG CHORD BEARS S 30D 53M 08S W 116.42 FT/ TO A PT 16.51 FT S 0D 02M 30S E & 0.43 FT S 87D 49M 30S E FROM SW COR OF LOT 146 TH N 87D 49M 30S W PAR WITH S LINE OF LOT 148 & SD S LINE EXT 132.43 FT TO W LINE OF SD PLAT TH N 313.78 FT M/L TO BEG. MCQUEEN DOYLE PARK NO. 1

41-17-13-455-052 (301 – 36TH ST SW)

LOT 883 EX N 9 FT ALSO LOT 884 & 885 ALSO THAT PART OF LOTS 886 TO 891 INCL LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO LOTS 892 & 893 ALSO LOT 894 EX N 9 FT ALSO LOT 922 ALSO THAT PART OF LOT 923 LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO THAT PART OF VACATED PORTION OF HILLCROFT AVE /60 FT WIDE/ DESC AS – COM 249 FT N ALONG E LINE OF SD AVE FROM SW COR OF LOT 891 TH S ALONG SE E LINE TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED AVE TH N ALONG SD W LINE TO A PT 249 FT N ALONG SD W LINE FROM SE COR OF LOT 923 TH E TO BEG ALSO THAT PART OF VACATED PORTION OF BIRCHWOOD AVE /60 FT WIDE/DESC AS – COM AT SE COR OF LOT 885 TH N ALONG W LINE OF SD VAC AVE 122 FT TH E TO A PT ON E LINE OF SD VACATED AVE 122 FT N ALONG SD E LINE FROM SW COR OF LOT 842 TH S ALONG E LINE OF SD VACATED ST TO SW COR OF LOT 841 & TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED ST TH N TO BEG* HOME ACRES NO. 2 SPLIT ON 07/02/2009 FROM 41-17-13-455-044, 41-17-143-455-046, 41-17-13-455-048; SPLIT COMBINED ON 01/08/2013 FROM 41-17-13-455-050, 41-17-13-455-049, 41-17-13-455-051

(2) 28th Street SW Restricted Zone. The 28th Street SW Restricted Zone described as follows:

41-17-13-103-050 (608 – 28th Street SW)

That area of the City of Wyoming, Kent County, Michigan described as follows: Commencing at the Northwest corner of the intersection of the southerly right-of-way (“ROW”) line of 28th St. SW and the Westerly ROW line of Longstreet Ave. SW, thence southerly along the westerly ROW line of Longstreet Ave. SW a distance of 375 feet, thence easterly a distance of 760’ more or less (“MOL”) to the Easterly ROW line of Highgate Ave. SW, thence northerly along the easterly ROW line of Highgate Ave. SW a distance of 375’ MOL to the northerly ROW line of 28th St. SW, thence westerly along the northerly ROW line of 28th St. SW to the point of beginning.

Sec. 30-204. Prohibition. Except as provided in Sections 30-205 and 30-206, no person shall install or utilize, or allow, permit or provide for the installation or utilization of a Well on any Affected Parcel. Any existing Well at the time of the enactment of a Restricted Zone on any Affected Parcel within that Restricted Zone shall be plugged/abandoned at the expense of the Applicant for that particular Restricted Zone and as provided for in Section 30-207 and in accordance with applicable laws, regulations and ordinances, unless such existing Well falls within one of the exceptions listed in Sections 30-205 and 30-206. Except as provided in Sections 30-205

and 30-206, no person shall use any groundwater from an Affected Parcel.

Sec. 30-205. Influential Wells. No Influential Well nor a Well within the restricted zone may be used or installed if it will have the effect of exacerbating a contaminated groundwater plume, unless it is part of monitoring and/or remediation in conjunction with a response activity or corrective action approved by the MDEQ or the U.S. EPA.

Sec. 30-206. Exceptions. A person may install or utilize, or allow, permit or provide for the installation or utilization of a Well in any Restricted Zone if any of the following exceptions applies and the requirements of the exception are complied with. The party proposing an exception to the Well prohibition shall conduct all appropriate inquiry and prepare due care analysis pursuant to Part 201 or Part 213 of the NREPA.

(1) *Proof of No Influence.* If the MDEQ determines based on information provided to it by the person seeking this exception that the use of a Well in a Restricted Zone will not exacerbate existing groundwater contamination, and that water from the proposed Well will not be affected by Contaminated Groundwater, and proof of those determinations is delivered to the City, the Well may be used.

(2) *Groundwater Monitoring/Remediation.* A Well may be used for groundwater monitoring and/or remediation as part of a response activity or corrective action approved by the MDEQ or the U.S. EPA.

(3) *Construction Dewatering.* A Well may be used for construction dewatering if the following conditions are satisfied: (i) the use of the dewatering Well will not result in unacceptable exposure to Contaminated Groundwater, possible cross-contamination between saturated zones, or exacerbation of Contaminated Groundwater, as defined in Part 201 of NREPA; and (ii) the water generated by that activity is properly handled and disposed of in compliance with all applicable laws, rules, regulations, permit and license requirements, orders and directives of any governmental entity or agency of competent jurisdiction. Any exacerbation caused by the use of the Well under this exception shall be the responsibility of the person operating the de-watering well, as provided in Part 201 or Part 213 of NREPA.

(4) *Processing Activities.* If the MDEQ determines that the use of a Well for non-contact heating, cooling, production, or processing involved in industrial or commercial activities will not cause migration or exacerbation of contaminated Groundwater and proof of that determination is delivered to the City, such use of the Well under terms and conditions specified by

the MDEQ will be allowed. All information necessary for the MDEQ determination described in this subsection shall be provided by the person seeking this exception.

(5) *Public emergencies.* A Well may be used in the event of a public emergency, if authorized by the City. Notice of such use shall be provided to the MDEQ within a reasonable time thereafter.

Sec. 30-207. Sources of Water Supplied for Domestic and Irrigation Use.

(1) For Affected Parcels that are not already connected to the City water system on the day of enactment of a Restricted Zone, the Applicant of the Restricted Zone shall be responsible for the costs to connect those Affected Parcels within that Restricted Zone to the City water system. Furthermore, for Affected Parcels that have a Well on the day of enactment of a Restricted Zone which is used primarily for Irrigation Uses, the Applicant of the Restricted Zone shall be responsible for the costs to connect the irrigation system on the Affected Parcel within that Restricted Zone to the City water system.

(2) This Section shall not be deemed as affecting the rights and remedies of an Owner, or any other person or entity and/or of any federal, state or local government that may exist under any law, regulation, rule, ordinance, order, agreement and/or remedial action plan addressing groundwater within the City.

(3) In no event shall the City be required to incur any expense or cost under this Ordinance, except as may otherwise be approved by the City Council for a public works project or by a separate agreement with the Applicant, Owner, other person or entity, or a governmental body or agency.

Sec. 30-208. Enforcement. The City Manager, or his designee, shall be the official having the authority to enforce this Ordinance. After the Effective Date of this Ordinance, the enforcement official shall contact or direct contact to all Owners of Affected Parcels, which from the information available to the City, appear to have Wells prohibited under this Ordinance (if any), giving written notice of the need to cease using such Wells and of the need for establishment of a Domestic Use water source (to the extent required) as prescribed, under Section 30-207, or to obtain approval or acknowledgment of an exception under Section 30-206. The Owner shall immediately take steps so as to comply with the provisions of this Ordinance with regard to provision of Domestic Use water within sixty (60) days from the date of such notice. Any existing Well in violation of this Ordinance shall then be plugged or abandoned in conformance with applicable legal requirements. Where,

upon information available to the enforcement official, it is suspected that a Well is being used on an Affected Parcel in violation of this Ordinance, the enforcement official may inspect such Affected Parcel and serve an appropriate notice and order of such violation requiring that action be taken promptly by the Owner to bring the Affected Parcel into compliance. If the Owner fails to act in accordance with such order, the enforcement official may seek remedies and penalties as provided in Section 30-209.

Sec. 30-209. Penalty. Any person who violates any provision of this Ordinance shall be liable for a municipal civil infraction under the provisions of the Code of Ordinances. The penalty for each violation shall be \$500. In addition, the City may seek an order from a court of appropriate jurisdiction requiring compliance with this Ordinance and may also seek collection of costs and attorney fees associated with such enforcement action. Any violation of this Ordinance is a public nuisance, subject to abatement, and any Well in violation of this Ordinance shall be immediately taken out of service and lawfully abandoned in compliance with applicable legal requirements. A court of competent jurisdiction may order any person violating any provision of this Ordinance to properly and lawfully remove or abandon a Well.

Sec. 30-210. Building and Zoning Permits. No permit for the construction or alteration of a building or structure nor any permit for any zoning approval shall be issued by the City Building and Zoning Administrator for any improvement on an Affected Parcel which has, or proposes, a water supply from a Well in violation of this Ordinance.

Sec. 30-211. Administrative Liability. No officer, agent or employee of the City or member of the City Council shall render himself personally liable for any damage which may occur to any person or entity as the result of any act or decision performed in the discharge of his duties and responsibilities pursuant to the Ordinance.

Sec. 30-212. Amendment; Repeal. The MDEQ, an Applicant, an Owner, an entity involved in performing remedial actions in order to seek approval of a No Further Action Report under Section 20114d of Part 201 or in performing corrective actions in order to seek approval of a Closure Report under Section 21312a of Part 213 or other interested party may request in writing to add parcels to or delete parcels from a Restricted Zone or to establish an additional Restricted Zone or to otherwise amend or repeal this Ordinance, and shall provide advance notice to the MDEQ and any Applicant for such Restricted Zone of any proposed change hereunder, including the reasons supporting such request. The amendment or repeal of this Ordinance shall be by an appropriate

ordinance adopted in the same manner as this Ordinance, and any such action shall be in the sole legislative discretion of the City Council.

Sec. 30-213. Notification of Lapse, or Intent to Amend or Repeal. At least thirty (30) days prior to any action regarding a proposed amendment or repeal in whole or in part of this Ordinance, the City shall notify the MDEQ and any Applicant of its intent to so act. The City shall also notify the MDEQ and any Applicant that this Ordinance may lapse at least thirty (30) days prior to the Ordinance being allowed to lapse.

Sec. 30-214. Reimbursement of Additional City Construction Costs. The Applicant of a Restricted Zone shall reimburse the City for the reasonable additional costs the City incurs for dewatering Contaminated Groundwater or disposing of soils impacted by Contaminated Groundwater in connection with the construction activity undertaken by the City on City property in that Restricted Zone, provided that the City supplies the Applicant with documentation confirming the amount and necessity of such additional costs, including the extent to which they exceeded the cost of dewatering or disposing of materials not impacted by Contaminated Groundwater.

Sec. 30-215. Saving Clause. A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

Sec. 30-216. Publication and Recording.

(1) If the release for which this ordinance or amendment to this ordinance is sought is regulated pursuant to Part 201, then this ordinance or amendment to the ordinance shall be published and maintained in the same manner as zoning ordinances.

(2) If the release for which this ordinance or amendment to this ordinance is sought is regulated pursuant to Part 213, then the ordinance or amendment ordinance shall be filed by the Applicant with the register of deeds as an ordinance affecting multiple properties.

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

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

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 4-15