

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

**Monday, November 8, 2021, 5:30 P.M.**

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) Audit Presentation**
- 5) Payment Processing Services**
- 6) Fee Schedule Amendments – City Clerk’s Office**
- 7) Pinery Park Little League**
- 8) Upcoming Communications Items**
- 9) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**
- 10) Closed Session (Real Estate Acquisition)**
- 11) Any Other Matters**

## STAFF REPORT

Date: September 13, 2021

Subject: Payment Processing Services

From: Traci Shaffer, Deputy Treasurer

Meeting Date: November 8, 2021

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### **RECOMMENDATION:**

It is recommended City Council approve the proposed contract with PayNearMe for payment processing services.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The City strives to provide the best service while maintaining responsible use of resources. Our citizens pay taxes to fund our operations, and the safety of both our employees and citizens in the collection of tax funds must be of highest priority. In addition, our citizens deserve a level of service and payment options that meet the needs of our diverse population.

### **DISCUSSION:**

The City of Wyoming Treasurer's Office has used Point and Pay as the credit card processor since 2015. It has become apparent that there is a need for expanded payment options. As a result, we conducted a survey of known payment processors. Among the companies surveyed, PayNearMe offered the lowest transaction fees with the greatest variety of payment options. PayNearMe has proposed fees that would result in a reduction of the card payment processing fees for our customer from 3% to 2.25%.

During the 2021 summer tax season, the Treasurer's Office processed approximately 1,960 cash transactions. While we accept mostly check and credit card payments, many of our customers prefer to pay in cash. We would like to reduce the amount of cash held in our office to protect our employees and reduce the number of customers coming to our facility with large amounts of cash. PayNearMe partners with retailers including WalMart, CVS, Family Dollar and 7-11 to accept bill payments, including cash. This partnership also allows our citizens to make payments outside of City Hall business hours at a time and location that may be more convenient to them.

In addition to lower fees and payment conveniences, PayNearMe offers a variety of services to accommodate the needs of our community and the changing arena of electronic and mobile communication and payment. These include a tool to notify delinquent customers by text or e-mail of pending water shut off and offer opportunity to make payment prior to shut off. We're hopeful that this feature will significantly reduce the final shut off list, resulting in a savings of labor costs.

The platform offers English and Spanish formats.

**BUDGET IMPACT:**

PayNearMe generates revenue through the processing fees that are passed on to the consumer. There are no fees charged to the City for software, or training, and unless the City chooses to absorb processing fees, the change should have no impact on our budget.



# Business Operations

With PayNearMe, making payments easy and convenient doesn't just mean happier customers and more timely payments, it also means fewer headaches and less management overhead. With the PayNearMe Business Portal, your team has role-driven access at their fingertips.

## Simplified Management, Boosted Productivity

From customer account management to bill collection to platform configuration, the PayNearMe Business Portal supports all your team members within a secure, streamlined, and intuitive interface. Functions are highly configurable and tailored to each team member's role, so users see only those functions that are relevant to their workflow.

### BUSINESS BENEFITS

- Reduce operational overhead by managing all payment types and channels in one unified platform
- Boost productivity with focused, role-based workflows
- Process payments via the Agent Interface, either over the phone or by sending a text or email to the customer to complete payment



#### CUSTOMER ACCOUNT MANAGEMENT

- Manage customers, bills, and payments
- Real-time view of payments and reversals
- Batch import/export capabilities



#### COLLECTIONS

- Streamlined workflow for collections or call center agents
- Collect payments live over the phone or by text or email
- Real-time payment notifications



#### SETTLEMENTS

- Reconcile payments & settlements
- Review payments of all types and channels in one place
- Manage returns & reversals (with automated exception handling)



#### ADMIN

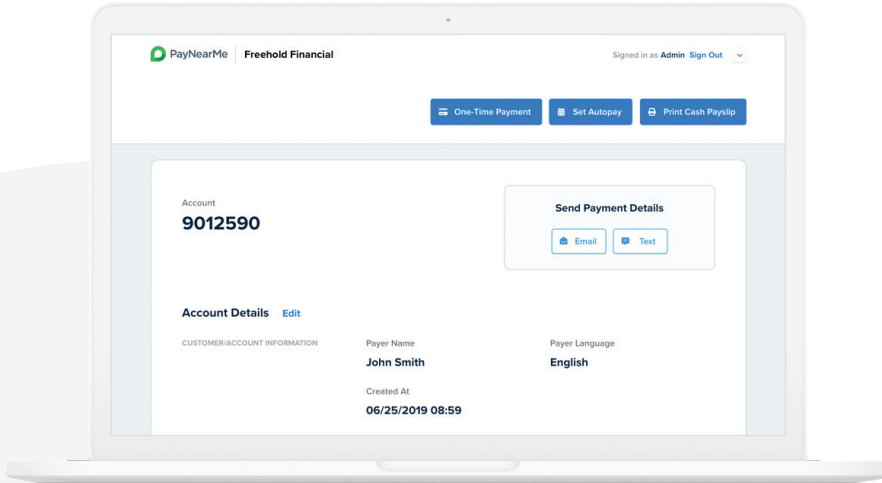
- Configure PayNearMe settings, including notifications and settlements
- Customize account management and collections interfaces
- Customize customer payment interfaces
- Configure portal roles & permissions



#### DEVELOPMENT

- View API documentation and developer guides
- Access payment simulators, log files, and other development tools
- Configure and manage server-to-server communication and status

# PayNearMe Agent Interface



## STEP ONE

Agent sends one-click text to customer



## STEP TWO

Customer enters card/bank details and confirms payment, all while still on the phone



## STEP THREE

Agent sees payment confirmation in real-time

Agent Interface is the payment collections function of the PayNearMe Business Portal. With the portal's role-based access, your collections or call center agents simply login for direct access to a streamlined workflow for creating, viewing, and collecting payments. Agents can look up an account and process the payment over the phone, or send the customer a text or email with the click of a button to complete on their own.

Each payment text or email that is sent contains PayNearMe's unique one-click access link, personalized to each account, which allows the customer to easily and immediately complete payment without having to register, login, or download an app. The agent can stay on the line with the customer while this is happening

and receive real-time confirmation of the payment without ever having to handle the customer's sensitive card or bank account details directly. The link can be reused for future payments as well. If the customer prefers to pay by cash, they can receive an electronic barcode and pay in person at any of PayNearMe's more than 27,000 participating retail locations.

PayNearMe makes payments easier for customers to complete and easier for businesses to manage. Our unified platform and workflow-driven Business Portal ensures your team members stay focused and productive, minimizing overhead while ensuring your business gets paid – as quickly and smoothly as possible.

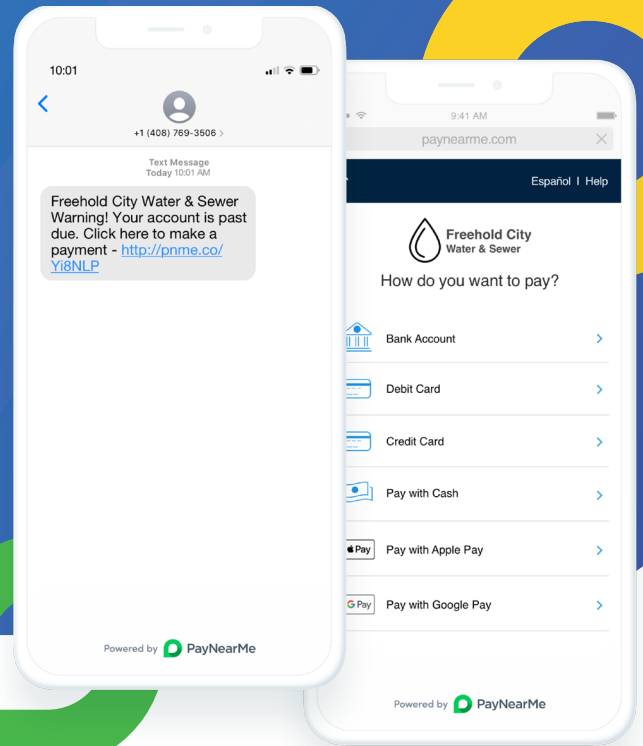
## About PayNearMe

PayNearMe is the industry's only platform that facilitates cash, card, and ACH payments payments. Our mobile-first technology provides the simplest way for businesses to collect all their payments through an intuitive, consistent experience for their customers.

PayNearMe processes payments for thousands of businesses and government agencies nationwide. PayNearMe has powered cash payments for consumers since 2009, and today is accepted at 27,000+ participating retail locations in the U.S. including 7-Eleven®, CVS Pharmacy®, Family Dollar®, Casey's General Stores®, and ACE Cash Express® stores.

For more information:  
[sales@paynearme.com](mailto:sales@paynearme.com)  
[www.paynearme.com](http://www.paynearme.com)

# PayNearMe for Municipalities & Utilities



**Improve your payments experience with PayNearMe: the modern, easy-to-use platform that allows citizens to pay how, when and where they choose.**

PayNearMe gives municipalities the easiest, most reliable way to get paid – every time. With PayNearMe, give your citizens more options to pay, including cards, ACH and mobile payment types including Apple Pay and Google Pay. Citizens can also pay with cash at tens of thousands of participating retail locations, such as 7-Eleven and CVS.

## PAYMENT CHANNELS

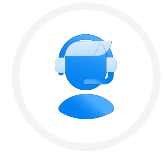
- **Web (desktop and mobile)**
- **Cash at 31k+ retail stores**
- **Text message**
- **Email**
- **QR code**
- **Digital wallet**
- **IVR**

## PAYMENT TYPES

- **Cash**
- **Credit card**
- **Debit card**
- **ACH**
- **Apple Pay**
- **Google Pay**



**WORKS ON EVERY  
DEVICE**



**OFFER BUILT-IN  
BILINGUAL OPTIONS**



**ELIMINATE KIOSKS AND  
WALK-UP PAYMENTS**



**REDUCE RECONCILIATION  
TIME TO MINUTES**

# Key Benefits

Experience the PayNearMe Difference



## Encourage Self-Service

- Citizens can pay bills on any connected device, including phones, tablets and computers



## Serve All Your Citizens

- Offer more payment types, built-in Spanish translations and mobile payments to appeal to all citizens



## Reduce or Eliminate In-Person Payments

- Reduce the need for kiosks and walk-up payments with cash at retail, QR codes and mobile payments



## Streamline the Bill Payments Process

- Let citizens make payments, view e-bills and setup autopay in one easy-to-use platform



## Reduce Reconciliation to Minutes Per Day

- A single platform for all payment types and channels means less reconciliation work



## Offer Faster Payments With Smart Link™

- Allow citizens to pay bills in as little as two clicks, no login or account number required



*PayNearMe is incredibly easy to work with. Our integration process was smooth, and offering remote payments transformed our business and lowered operating costs. We've also streamlined payment reconciliation to minutes each day and added bill payment options customers love, like cash in-store.*

**RAY KNAPP, JR.**

Chief Operating Officer, Director of Finance and Business Development

MIDWEST ACCEPTANCE  
CORPORATION

Ready to find out more? Request your personalized demo today.  
[paynearme.com](http://paynearme.com) | [sales@paynearme.com](mailto:sales@paynearme.com)



## STAFF REPORT

Date: November 8, 2021

Subject: Fee Schedule Amendments – City Clerk’s Office

From: Kelli A. VandenBerg, City Clerk

Meeting Date: November 8, 2021 Work Session and November 15, 2021 Regular Session

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### **RECOMMENDATION:**

It is recommended the City Council approve the fee schedule amendments as proposed.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The City of Wyoming, through its Code of Ordinances, provides certain regulations for businesses. These regulations aim to protect or advance the health, safety and the general welfare of those who interact with these businesses. Part of the regulation process includes a staff review that includes a business license application and fee and an annual license renewal and fee. Reviewing and maintaining reasonable fees is an essential component of the business licensing ordinance.

### **DISCUSSION:**

The current business license fee schedule has been in place since 2001. Very little change has occurred in the licensing process and as such, very little change has occurred as it relates to fees. Following the business license ordinance amendment in 2020, staff reviewed the licensing processes and fees of surrounding and comparable communities. Due to differences in the administration of business licenses among other jurisdictions, it is difficult to draw true “apples to apples” comparisons, but it does appear our fees are lower than most given the process we have.

At this time, only minor fee adjustments and a few housekeeping-type amendments are being recommended. Two fee adjustments are being proposed, including increasing the general business license fee from \$40 per year to \$50 per year, and changing the fee for gasoline service stations from a calculation based on the number of nozzles to a flat fee of \$150 per year. Housekeeping-type amendments include several business license categories that have been modified, combined or eliminated.

Staff is asking for Council’s consideration of these changes now due to the upcoming license renewal process in December and the desire to implement these new fees.

### **BUDGET IMPACT:**

The revenues collected from licensing fees averages around \$90,000.00 annually. This change is estimated to generate an additional \$9,600.00 per year.

### III - CITY CLERK

All Business Licenses, except as described or otherwise provided: or otherwise provided herein:	\$ 40.00 <b>50.00</b>
Adult <del>Bookstore and other</del> Adult Businesses	250.00 initial 100.00 annual
<del>Air Pollution Appeals or Variance</del>	<del>25.00</del>
Assemblies, Outdoor	200.00
Auto Body Repair Garages	100.00
Automobile Sales New & Used Cars, Trucks, each lot	50.00
Automobile Wrecking Yard/Scrap Metal and Metal Processing	125.00
<del>Billiards/Pool</del>	<del>125.00</del>
<del>Bowling Alleys</del>	<del>40.00</del>
Carnival	
Nonrefundable application fee	75.00
Additional permit fee per day	50.00
Bond	1,000.00
Insurance: \$3,000,000 Combined Single Limit for Occurrence, Aggregate & Property Damage Naming the City of Wyoming as Additional Insured	
Christmas tree sales (outdoors)	50.00
<del>Concrete Construction License (in Right of way)</del>	<del>50.00</del>
<del>Minimum Insurance Policy Limits per Project:</del>	
<del>Automotive Liability/Combined Single Limit \$1 Million</del>	
<del>Liability Coverage (Occurrence/Aggregate) \$1 Million/\$2 Million</del>	
<del>Policy must name the City of Wyoming as Additional Insured</del>	
Dance Hall	125.00
Day Care (7 or more children)	50.00
Dealer of Precious Metal & Gems	50.00
<del>Employment Placement Services</del>	<del>40.00</del>
Fertilizing Services for Lawns, Shrubs or Trees	30.00 per vehicle
Fireworks Permit, Discharge of Fireworks	300.00
Worker's Compensation & Employer's Liability, Michigan Statutory Limits of Liability; General Liability \$3,000,000 Combined Single Limit for Occurrence, Aggregate & Property Damage Naming the City of Wyoming as Additional Insured; Vehicle Liability Coverage and Michigan No-fault Coverages for owned, non-owned and hired vehicles \$3,000,000 combined single limit.	

Gasoline Service Station	150.00	35.00 PLUS \$25.00 For each nozzle up to \$50.00 max per pump
Going out of Business/Auction	\$ 50.00	
Health Club or Massage Establishment	50.00	
Industrial Waste Disposal	300.00	
Kennels	40.00	
Mfg or Dist. of Paint, Lacquer, Varnish & Oil	100.00	
Mfg or Dist. of Solvents & Chemicals	100.00	
Pawn Shops/Second Hand Stores	50.00	
Peddlers License Vendor/Solicitor	50.00	10.00 Plus 25.00 per week
Poison Gases (Inc. Exterminators & Fumigators)	100.00	per person Plus \$5.00 per employee
Private School	40.00	
Rubbish Hauler	30.00	per vehicle
Insurance: \$500,000/\$1,000,000 Liability, \$100,000 Property Damage		
Solicitation for funds	25.00	
Maximum 90 day permit		
Snow Plowing	30.00	per vehicle
Insurance: Automotive Liability/Combined Single Limit \$1 Million Liability Amount (Occurrence/Aggregate) \$1 Million/\$2 Million Policy must name the City of Wyoming as Additional Insured		
Sound Car	25.00	
Taxicab/Limousine and other privately owned services providing transportation services to the public (based in the City of Wyoming)	40.00	
Insurance: Property Damage \$20,000, Liability \$200,000/\$500,000 Naming the City of Wyoming as Additional Insured		
Taxicab/Limousine and other privately owned services providing transportation services to the public (not based in the City of Wyoming) Operator shall provide proof of insurance equal to or exceeding that required for business based in the City of Wyoming and a copy of the license issued to them by any other city.		
Theater	40.00	
Late Renewal The late renewal penalty at 30 days shall be 25% of the renewal license fee but not less than \$10.00 and the late renewal penalty at 90 days shall be 50% of the renewal license fee but not less than \$20.00.		
Marriage Ceremonies performed by the Mayor	\$25.00	
Notary Fee	5.00	

On-Premise Liquor License Application	300.00
Precinct Maps	3.00
Code of Ordinances	100.00
Qualified Voter File Reports	N/C e-mail
	.10 per printed page
	.70 per label page
	\$5.00 per CD

## STAFF REPORT

Date: October 20, 2021  
Subject: Pinery Park Little League  
From: Connor Zuidema, Office Specialist I  
Meeting Date: November 8, 2021

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### **RECOMMENDATION:**

It is recommended the City Council authorize the City of Wyoming to enter into a ten-year facilities agreement between the City of Wyoming and Pinery Park Little League (PPLL) to replace the current facilities and fiduciary agreement (F&FA) starting January 1, 2022.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

On October 5, 2015, the City of Wyoming and the Greater Wyoming Community Resource Alliance (GWCRA) entered into a F&FA that allowed the use of certain baseball facilities at Pinery Park and provide financial and other services from the GWRCA.

Over the period of the agreement, PPLL has developed practices and capabilities that have addressed many of the deficiencies that caused concern several years ago. This updated agreement requires PPLL to utilize the services of a certified public accountant to handle all financial requirements. Pinery Park Little League is also required to provide the city with financial reports at the end of every fiscal year, and any reports necessary to maintain their status as a Michigan non-profit.

Pinery Park Little League will take responsibility for registrations through a third-party website that other little leagues in our area use. The league will continue to have lower registration fees to maintain affordability for our residents and attract new participants. They have emphasized this move is directed at raising participation. The city will continue to license and maintain the use of seven baseball and softball fields, storage areas, restrooms, and more. The program will continue to run, Monday through Sunday starting March 1 through July 31 of each year, with the potential additional use of fields after July 31 for fall league use.

### **DISCUSSION:**

The City Manager will designate an employee to serve as a liaison to help with communication between the PPLL and the city to continue the relationship that has been built.

The city recognizes the value of providing youth little league programs and activities to city residents, and the contributions PPLL and improvements that have been made to Pinery Park .

### **BUDGET IMPACT:**

Currently PPLL pays the city an annual administration fee between \$5,000 and \$15,000 to pay a portion of the costs incurred by the city to provide staff personnel and services. Based on the new facilities agreement, the city will no longer receive that payment into the 101-676.000 account.

**FACILITIES AGREEMENT  
CITY – PINERY PARK LITTLE LEAGUE**

This Facilities Agreement is made as of January 1, 2022 between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street, SW, Wyoming, MI 49509, Attn: City Manager (**City**), and Pinery Park Little League, a Michigan non-profit corporation that is a recognized tax-exempt organization under subsection 501(c)(3) of the Internal Revenue Code also of 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509 (**PPLL**), though notices to be provided by the City to PPLL under this Agreement shall be sent to Marv Van Oosten, current PPLL President at his home at \_\_\_\_\_, \_\_\_\_\_, MI 49\_\_\_\_ and to Allison Mack, current secretary of PPLL at her home at 2977 Burlingame Ave SW, Apt 1C, Wyoming, MI 49509, or such other persons who later hold those offices for PPLL.

RECITALS

- A. PPLL, City, and the Greater Wyoming Community Resource Alliance (**GW CRA**) entered into a Facilities & Fiduciary Agreement dated as of December 1, 2018 that allowed use of certain baseball facilities at City's Pinery Park and provided for certain financial and other services from GW CRA (the **F&FA**).
- B. PPLL enhanced its practices and capabilities such that GW CRA assistance is not currently needed.
- C. PPLL and City agree that the transparency, accountability and other practices required under the F&FA are beneficial for PPLL, City, and those participating in PPLL's activities at City's Pinery Park.
- D. PPLL and City wish to terminate the F&FA and replace it with this Agreement.

TERMS AND CONDITIONS

1. Pinery Park Use.

A. City licenses PPLL to use (i) 7 baseball and softball fields, including fencing, dugouts, scoreboards, bleachers, lighting, press boxes and storage areas, (ii) supporting restroom, concession and storage buildings, (iii) certain parking areas, and (iv) related grounds and facilities at Pinery Park, located at 2301 DeHoop Avenue SW in City, as depicted and designated on the drawing attached as **Exhibit A** (the "**Licensed Facilities**"). This is not a lease but is a non-exclusive license revocable at will as provided below. No interest in the Licensed Facilities is granted or conveyed by this Agreement.

B. During the License Term (defined in section 7 below), City will provide PPLL keys and access to the Licensed Facilities to engage in scheduled and unscheduled PPLL youth Little League programs and activities and to perform PPLL's obligations under this Agreement. However, Pinery Park is a public park with grounds and improvements in addition to the Licensed Facilities that are and will remain open to access and use by the public during normal City park hours, even during PPLL activities utilizing the Licensed Facilities. Pinery Park parking areas will be open to all park users without restriction on a first-come, first-served basis.

C. Scheduled use of Pinery Park and facilities, including the Licensed Facilities, are City's responsibility and within City's discretion. In its annual scheduling of uses of Pinery Park, including the Licensed Facilities, City will accommodate a list of scheduled PPLL activities proposed for the Licensed Facilities from Monday through Saturday each week between March 1 and July 31 each year if that list is provided to City before March 1 each year. If, after the annual scheduling, PPLL wishes to schedule additional activities, it shall contact City's Parks and Recreation Director to determine whether PPLL's additional use of the Licensed Facilities can be accommodated with other scheduled activities at Pinery Park. City's Parks and Recreation staff will periodically (at least monthly) provide PPLL updated information about scheduled activities at Pinery Park. City will attempt to schedule routine site and utility maintenance to reasonably minimize impacts to PPLL's scheduled program and activities.

D. PPLL practices shall end by and no game inning shall begin after 10:30 p.m.

2. License Fee. City recognizes the value of providing youth Little League programs and activities to City residents and contributions PPLL has made to Pinery Park improvements. Therefore, in lieu of a license fee, PPLL will perform its duties and meet its obligations under this Agreement.

### 3. Maintenance and Improvements.

A. City, without cost to PPLL, will maintain Pinery Park to a quality and in a manner consistent with its maintenance of other City parks. City will perform parking area maintenance, grass mowing, landscape maintenance, trash removal and sanitary services to a quality and in a manner consistent with the intensity of anticipated Pinery Park use by PPLL and its participants, as well as by other users. Restrooms generally will be cleaned on City business days, generally Monday through Thursday, excepting holidays. Parking lot striping, landscaping and other park improvements or capital maintenance items will be undertaken to the extent budgeted funds are available for such purposes. City will also:

1. Mow the 7 playing fields and provide reasonable amounts of stone dust for general field care.
2. Line and drag the 7 fields, Monday through Friday, for PPLL game use. General use and tournament play by District 9 Little League shall be by a separate Agreement. Lining and dragging will not begin until 12:30 p.m. for 6:00 p.m. games. If a team is on the field, City will not drag or line that field. Lining and dragging will not be performed for practices.

B. PPLL, without cost to City, will regularly maintain to a quality and in a manner at least as good as City maintains City parks, the 7 baseball and softball fields, the restroom-concession building, the storage buildings, the fencing, dugouts, bleachers, lighting, press boxes, scoreboards, and related facilities (other than the parking areas) that are parts of the Licensed Facilities. Specifically, PPLL will:

1. Maintain and repair the grounds of the 7 playing fields including maintenance of the fencing, bleachers, sprinkler system, turf fertilization, weed control, mole removal and reseeding.
2. Clean and maintain restroom facilities on weekends (Fridays, Saturdays and Sundays) throughout PPLL's season of use.
3. Maintain and repair the concession area, its equipment, and related storage and maintenance areas in good repair and in compliance with all required local, state, and federal laws.
4. Nightly clean up (e.g. picking up trash and placing it in barrels) field areas, the dugout, and other related adjacent facilities. If City staff must perform the clean-up, City will bill PPLL the cost of doing so, plus 20%. Payment will be due within 30 days of billing. City will provide trash barrels appropriate to the use.
5. Maintain the general storage building adjacent to field 2, all dugouts and announcing booths in good repair and in compliance with all required local, state, and federal laws.

C. PPLL may make improvements to the Licensed Facilities that are first approved in writing by the City Manager (and, if deemed necessary, also approved by City Council resolution of the City Council). After they are constructed or installed any improvement will become part of Pinery Park and City property.

D. PPLL and City will work together to provide a suitable area for equipment storage. No equipment will be kept outdoors in view of Pinery Park users.

E. City will periodically inspect the Licensed Facilities with PPLL representatives. The inspection may be performed quarterly, but not less than annually, at mutually agreeable times. If in City's judgment, the Licensed Facilities are not properly maintained, City will notify PPLL in writing of the deficiency and PPLL will have 15 days to correct it. If PPLL fails to correct it, City may do so and charge PPLL City's actual costs in so doing. PPLL will pay any such cost within 30 days of billing.

F. If City uses or permits other organizations to use the Licensed Facilities, City will provide for clean-up and maintenance required due to use. City will reimburse PPLL for any out-of-pocket expenses PPLL incurs due to use of the Licensed Facilities by others with City's permission to the extent the costs exceed normal maintenance activities.

G. Underground utilities critical to City lie beneath the Licensed Facilities. Those utilities require maintenance and may require emergency repairs sometimes without notice. PPLL will cooperate as needed to ensure the integrity of those utilities. If City intends to undertake construction or other work within the Licensed Facilities that would substantially interfere with PPLL's use, City will use its best efforts to give PPLL advance notice of that work. City will repair damages to the Licensed Facilities resulting from City's work and will attempt to undertake work in the off-season to avoid interfering with

PPLL's activities. To reduce risks of damaging water lines or underground telemetry circuits, PPLL will not excavate or undertake other construction activity without City's prior written approval.

4. Use of Equipment and Supplies. PPLL will designate certain PPLL equipment and supplies for use by City's Parks and Recreation for its recreational programs. If that equipment and supplies are not returned in satisfactory condition, reasonable wear and tear excepted, City will pay PPLL the depreciated replacement value of any equipment not returned in satisfactory condition. PPLL and City will provide adequate storage for City Parks and Recreation and PPLL equipment and supplies.

5. Utilities. City will pay all rates, fees, and charges for utility services to the Licensed Facilities except that PPLL will pay bills for electrical power to the Licensed Facilities during the months of May, June, July and August. City will forward May through August bills to PPLL for payment.

6. Business and Fiduciary Functions. The parties appreciate the passion PPLL board members, coaches, officials, other volunteers, participating families, and players have for baseball and softball and the importance of youth programs and activities such as those provided by PPLL to families in the City. They also recognize that integrity, transparency, and accountability are essential to well-run youth recreational and athletic programming, especially when extensively using publicly owned facilities such as the Licensed Facilities. They therefore agree to collaboratively comply with the following practices.

A. PPLL will do the following and, when requested by City, will promptly provide City copies of documents demonstrating it has done so.

1. Conduct all banking, purchasing, sales, check issuance, fundraising, and other financial transactions, recordkeeping, and reporting (including, without limitation, those to the PPLL board and City's PPLL liaison) using processes and procedures consistent with generally accepted accounting practices, including employing reasonable control procedures customarily used by well-operated non-profit organizations. This includes, without limitation, (i) paying appropriate persons reimbursements or payments related to PPLL expenses only after they have been approved by the PPLL board, (ii) accounting for grant funds in accordance with requirements of grant agreements, (iii) maintaining records needed to properly account for, reporting, and timely paying sales and use taxes, withholding taxes, and other taxes or amounts related to PPLL activities, and (iv) maintaining files related to amounts paid by or on behalf of all PPLL program and activity participants in a manner reasonably needed to comply with Little League, state and federal requirements, and to reasonably protect PPLL board members, officers, staff, coaches, officials and other volunteers from claims of conflicts of interest, self-dealing, discrimination. Tasks required by this subsection shall be performed by an accountant or other finance professional acceptable to the City Manager.

2. Engage in excellent board practices. Not later than January 10 of each year, make available (by posting on PPLL's website and at Pinery Park) the dates, times, and places of regular PPLL board meetings for that calendar year through January of the following calendar year, including the date of the annual membership meeting and the dates for elections of PPLL board members and officers. Prepare and maintain PPLL board agendas, supporting materials, and minutes and provide them to PPLL board members and the City's PPLL liaison at least 10 days before each PPLL board meeting. Ensure the PPLL board adopts and amends budgets, approves payments and expenses, approves contracts, approves calendars and schedules, and takes other board approval actions on a timely basis and with an appropriate agenda and supporting materials before the payments or other activities being approved occur and before any contracts are signed. Provide copies to PPLL board members and officers of any PPLL documents upon request.

3. Timely file (a) annual documents required by the state of Michigan including those filed with the Department of Licensing and Regulatory Affairs, (b) IRS form 990, and (c) documents to maintain its (i) status as a nonprofit corporation in good standing, (ii) status as an approved §501(c)(3) tax exempt organization, and (iii) license to conduct charitable fundraising activities and any other required licenses, permits or other approvals.

4. Maintain files related to amounts paid by or on behalf of all PPLL program and activity participants in a manner reasonably needed to comply with Little League, state and federal requirements and to reasonably protect PPLL board members, officers, staff, coaches, officials and other volunteers from claims of conflicts of interest, self-dealing, discrimination.

5. Maintain records of PPLL compliance with inspection and other requirements for use of the Licensed Facilities for concessions and other operations.

6. In cooperation with City's Parks and Recreation Department office, take registrations and maintain registration files for participants in PPLL programs and activities. PPLL will also take registrations and maintain registration files for coaches, and officials in PPLL programs and activities, including accounting for any payments and for scholarships or other assistance/discounts provided, copies of signed forms and waivers/releases, and documentation of compliance with concussion protocol and other state requirements.

7. Comply with all PPLL board approved policies, schedules, and contracts.

8. Conduct all PPLL programs and activities in compliance with (i) applicable laws, rules, and regulations, (ii) applicable contractual obligations, (iii) requirements of any licenses, permits, registrations, certifications or other approvals of entities and organizations of competent jurisdiction, and (iv) with generally accepted practices for well operated youth recreational or athletic programs. This includes, without limitation, ensuring that no PPLL coaches, officials, players, parents or others participate in any PPLL activities or programs unless and until they have signed the necessary forms, paid any required amounts, and engaged any required training.

9. Maintain its status with Little League International.

10. Primarily serve the youth of the City.

11. Keep City reasonably informed of PPLL activities, changes, etc. by (i) providing City's PPLL liaison with the names, street addresses, e-mail addresses, telephone numbers and, if different, cell phone numbers for all PPLL board members and officers, and keeping that information updated not less frequently than monthly, (ii) providing City and interested parties with all changes to and updated copies of PPLL's articles of incorporation, bylaws, rules, and other governing documents within 48 hours of their approval by sending a copy to City's PPLL liaison and posting on PPLL's website either a copy or stating how players, families and other interested persons can get copies, and (iii) providing to City's PPLL liaison by January 1 of each year an annual written report that includes an annual financial report, information on PPLL programs over the preceding year, information on participation in PPLL programs, and PPLL planned programs in the ensuing year.

12. In all of its communications and activities PPLL will treat all individuals courteously, respectfully, with dignity, fairly, impartially, and equally, and will not discriminate against any participant, potential participant, participant's family, spectator, applicant, registrant, coach, official, City staff member, or any other individuals, entities or groups based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the individual's ability to participate or perform any required task or function.

B. The City Manager will designate a person to serve as an ex-officio member of PPLL's board and to act as **City's PPLL liaison**. The designated person will be afforded all the rights and privileges of a PPLL board member except City's PPLL liaison shall have no right to vote on any matter.

C. The City Manager and PPLL president shall meet before September 1 of each year to discuss compliance with this Agreement, PPLL activities, each party's concerns, each party's requests of the other party, and any other matters or issues they believe helpful to address to maintain and enhance the parties' ongoing relationship.

#### 7. License Term and Early Termination.

A. The **License Term** shall end on May 14, 2031, unless terminated earlier as provided in this Agreement.

B. City will have cause to terminate this Agreement immediately if PPLL (i) repeatedly fails to comply with any provision, (ii) at any time fails to comply with any provision and that noncompliance results in liability for any party, results in a significant cost to any party to cure or otherwise address that noncompliance, or results in a failure to meet a deadline or other requirement imposed under state or

federal law, such as, for further example, timely filing of a form with the IRS, or (iii) fails to comply with multiple provisions.

C. City may terminate this Agreement at any time without cause upon 90 days' written notice to PPLL.

D. Any early termination of this Agreement by City will require a resolution of the City Council. City shall provide the other parties at least 10 days' written notice of the City Council meeting at which any such resolution will be considered, and all parties will have an opportunity to submit written information and to address the City Council before the Council considers any such resolution.

E. PPLL may terminate this Agreement upon 30 days' written notice to City following approval of such action by PPLL's board and by vacating the Licensed Facilities while leaving in place any improvements made to the Licensed Facilities.

#### 8. Effects of Early Termination.

A. If City terminates this Agreement under section 7 above, PPLL's and City's use of one another's facilities granted by this Agreement will also terminate.

B. When this Agreement expires or is terminated early as provided in section 7 above, all improvements to the Licensed Facilities will be City property without any payment due to PPLL and all equipment located on the Licensed Premises or acquired by PPLL from the proceeds of payments made by or on behalf of players, from the sales of concessions, or from fundraising activities during the term of this Agreement or preceding agreements between City and PPLL for use of the Licensed Facilities will also be City property.

C. If PPLL ceases to operate in City or ceases to provide programming and activities reasonably available to youth residing in City, all PPLL assets will be transferred to City or to a nonprofit organization as approved in writing by City for the purpose of providing Little League or other baseball and softball opportunities to the youth residing in City.

#### 9. Independence.

A. City is not affiliated with PPLL, is not a PPLL sponsor, and does not oversee or control PPLL activities or programs. City's relationship with PPLL is solely as provided in this Agreement.

B. PPLL is solely responsible for all of the youth Little League baseball, softball, fundraising and related activities using or occurring at or in relationship to the Licensed Facilities. So, for example and not in any way limiting the generality of the preceding sentence of this subsection B or the provisions of subsection A, City does not oversee or control coaching, officiating, or other interactions between or among any adults and participants or their families in any Little League activities, including games, practices, traveling, fundraising or other related activities. All coaching, officiating, or other interactions between or among any adults and participants or their families in any Little League activities, including games, practices, traveling, fundraising or other related activities is solely within the purview, control, and oversight of PPLL.

#### 10. Risk Allocation.

A. PPLL will hold the City and City's officers, employees and agents harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against any claims, demands, lawsuits, grievances, administrative proceedings, state or federal investigations, criminal investigations, judgments, awards, orders of courts or agencies of competent jurisdiction, or any other losses or potential losses arising from (i) personal injuries (including, without limitation, deaths) or property damage suffered by any player, coach, official, family member, fan, observer, patron or any other individual due to PPLL's activities or programs or PPLL's use of the Licensed Facilities, (ii) theft, embezzlement, assault, battery, or other criminal act or intentional tort committed by any PPLL player, coach, official, volunteer, family member, fan, observer or patron, or (iii) PPLL's failure to comply with any term or condition of this Agreement. However, this obligation of PPLL will not extend to any injury or personal injury resulting solely from the negligence or wrongdoing of City or City's officers, employees and agents.

B. PPLL shall acquire, maintain and provide City copies of insurance policies, endorsements and certificates meeting the following requirements.

1. Workers disability compensation coverage for any PPLL employees in amounts meeting state of Michigan requirements.
2. General commercial liability insurance in coverage amounts of not less than \$2,000,000 per occurrence including endorsements and extensions for contractual liability, products and completed operations, and broad form general liability extensions. It shall be occurrence based and shall name City and City's officers, employees, volunteers, and agents as additional insureds.
3. Errors and omissions and fiduciary liability coverage covering PPLL and City and their respective boards, board members, officers, employees, volunteers, and agents.
4. Policies in commercially reasonable amount covering injuries (including death) suffered by players, coaches, officials, volunteers or others engaged in PPLL programs and activities on or based at the Licensed Facilities.
5. All policies will be primary and any policies carried by City will be secondary and/or excess.
6. All policies will include endorsements providing that they may not be terminated or materially modified except with at least 30 days' prior written notice to City.

#### 11. Remedies.

A. Remedies in this Agreement shall be cumulative. A party may use a remedy specifically provided in this Agreement or any other remedy available at law or in equity. The exercise of one remedy will not preclude the exercise of one or more other remedies either simultaneously or sequentially.

B. Before filing a lawsuit or taking action to exercise a right to terminate this Agreement, a party considering such a remedy shall first notify in writing the other party referring to the provision involved, stating the actions or omissions that did not comply with the provision, and proposing the action(s) to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing stating in detail any reasons why it disagrees that it has failed to comply with this Agreement or stating what actions it has or is taking to address the noncompliance and prevent recurrence. The parties shall then meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 11.B if it has previously done so with respect to any noncompliance with the same section of this Agreement.

D. City and PPLL will establish a 3-member dispute resolution panel to which a PPLL participant may apply for a review of a complaint to ensure PPLL by-laws and rules have been fairly and consistently followed. The panel shall be comprised of a member of the PPLL board, a delegate from City, and a member of the Board of a neighboring chartered Little League organization. If Little League International does not consent to or approve for this dispute resolution panel, PPLL shall clearly post Little League International's review process at Pinery Park. PPLL shall further inform an aggrieved party of the right to appeal and shall make the appellate information available to said party upon making their determination. PPLL may also participate in reviews of decisions by other area Little League International chartered organizations.

E. Jurisdiction and venue for any action brought to pursuant to or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan. The prevailing party in any such action shall, in addition to any other remedy, be entitled to recover costs, including for example and not for limitation, attorneys' fees, filing fees, expert expenses, discovery costs, and other costs incurred to investigate, bring, respond to, or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings.

12. Notices. Notices shall be delivered to the parties at the addresses first written above or such other addresses as either party may be written notice direct to other party. Notices shall be personally delivered, delivered by a carrier such as FedEx or UPS, delivered by certified US Mail with return receipt and shall be made when actually occurring. The parties may designate e-mail addresses for deliveries of documents and notices. E-mail notification shall be deemed made when acknowledged by the recipient.

#### 13. Other Parties.

A. This Agreement is intended for the benefit of its parties. There are no other parties intended to be beneficiaries and no other parties shall have any right to enforce any provision of this Agreement.

B. Neither party may assign or otherwise transfer to any other individual or entity any right, privilege, duty or obligation under this Agreement without the other party's prior written consent.

14. General Provisions.

A. Whenever an individual, officer, employee or other agent of a party is designated in this Agreement by name or title, it includes that individual's designee(s) and successor(s) and any other officer, employee or other agent to whom such duties have been delegated.

B. This is the entire Agreement between and among the parties with respect to its subject. It supersedes and replaces all prior agreements.

C. This Agreement was made in Kent County, Michigan pursuant to the laws of Michigan which shall be applied in its interpretation and enforcement.

D. The captions in this Agreement are only for reference and shall not affect its interpretation. However, the recitals are an integral part of this Agreement.

E. Neither party may delegate or assign any rights, duties or obligations under this contract without the prior written consent of the other party.

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

CITY OF WYOMING

PINERY PARK LITTLE LEAGUE

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Marv Van Oosten, President

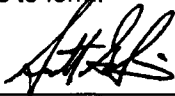
By: \_\_\_\_\_  
Kelli A. Vandenberg, Clerk

By: \_\_\_\_\_  
Allison Mack, Secretary

Date signed: November \_\_, 2021

Date signed: November \_\_, 2021

Approved as to form:



\_\_\_\_\_  
Scott G. Smith, City Attorney

## STAFF REPORT

Date: November 2, 2021  
Subject: Upcoming Communications Items  
From: John McCarter, Deputy City Manager  
Meeting Date: November 8, 2021

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### **PURPOSE:**

The purpose of this Staff Report is to outline three separate but related items that will be brought forth for City Council consideration in the near future: 1) A budget amendment for imbedded communications services and communications services related to the upcoming ballot questions, 2) a contract award for communications services related to the upcoming May 2022 ballot questions and 3) an employment contract for the Communications Specialist position.

### **DISCUSSION:**

At the June 7, 2021 Regular City Council Meeting, Council approved a six-month agreement with SaboPR, LLC to provide embedded communications services to the City. The intent of the contract was to provide communications services for six months while the Communications Specialist position would be held vacant. Nation-wide challenges in the labor market and several open recruitments for similar Communications positions with the City of Grand Rapids made it difficult to find a qualified candidate to fill that position at that time. At the time there was adequate budget remaining in Fiscal Year 2021 to cover the expenditures related to this contract, but Staff advised a future budget amendment would be needed in Fiscal Year 2022, which is being brought forth here. The contract is set to expire on December 8, 2021.

#### **Item #1: Budget Amendment for Current Embedded Communication Services & Proposed May 2022 Communications**

At the time the current contract with Sabo was executed, Staff estimated the total spend to be \$50,000, which would be covered by savings from the position vacancy. The actual cost of the contract is now expected to be \$65,000. The variance is a direct result of the increased number of hours needed from SaboPR staff during the month of August in response to national media attention.

In addition to accounting for services provided year-to-date, Staff estimates that roughly \$2,500 will be needed monthly to support critical communications functions. These services include design/development for the Wyoming Record, content editing and media relations, among other things. A summary of the projected expenses and allocation can be found below. This support has been an important resource for the Communications Specialist in the past and will be critical going forward.

This budget amendment will also contain \$23,000 for a contract with SaboPR for communications services related to the upcoming May 2022 ballot questions. More information can be found on this contract in the next section.

#### *Summary of Expenditures: 101-101-10300-956.000*

FY22 Adopted Budget for Communications Services	\$25,000
Other Sabo Communications Services Provided YTD	(\$7,500)
Embedded Communications Services Contract	(\$65,000)
Future Communications Services (Jan-Jun)	(\$15,000)
<u>Ballot Question Communications Services</u>	<u>(\$23,000)</u>
<i>Projected Budget Gap</i>	<i>(\$85,500)</i>
Salary/Benefit Savings from Vacant Comms Specialist	\$48,000
<u>Allocation from Fund Balance</u>	<u>\$37,500</u>
<i>Total Additional Allocation</i>	<i>\$85,500</i>

**Item #2: Contract Award for May 2022 Ballot Communications**

At the September 20, 2021 Regular City Council Meeting, Council placed two questions on the May 2022 ballot; one to allow the city to assess an income tax and the other to reduce the city's maximum allowable millage rate. In order to ensure that voters in our community are informed about what these proposals are, it is essential that effective communications materials are developed and reach voters. This proposal is designed to inform voters only and does not include any funding for advocacy for or against the proposals. A proposed scope of services can be found attached to this Staff Report.

There is no budget to support these services because the proposals had not yet been placed on the ballot when the budget was developed. As such, fund balance will need to be allocated to cover this cost.

The total cost of this contract would be \$23,000, which would be allocated from fund balance, as outlined in the previous section.

**Item #3: Employment Contract for Communications Specialist**

The City Manager has made a conditional employment offer to Brianna Pena to fill the vacant Communications Specialist position permanently. Brianna is currently employed with SaboPR and has served as the designated embedded Communications Specialist for the City of Wyoming since the City entered into the contract with Sabo in June. Brianna has established herself as a valuable team member in her short time with us by leading several critical projects, such as the development of the City-wide Media Training and redevelopment of recruiting marketing materials and serving as the primary point of contact for numerous media interactions. We are excited to welcome Brianna as a full-time member of our team.

This is an existing, budgeted position, so there will be no budget impact from approval of this contract.

**RECOMMENDATION:**

Staff recommends these three items be brought forth at the November 15, 2021 Regular City Council meeting for consideration and approval



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To: John McCarter

From: Mary Ann Sabo, Brianna Peña, Amy Snow-Buckner

Re: Revised: Communications for City of Wyoming Ballot Proposals

Date: November 2, 2021

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Mary Ann appreciated the opportunity to meet with you earlier this month and discuss the ballot proposals and how Sabo PR could help the City educate residents in advance of the May 2022 election. These proposals align with the City's commitment to community, safety and stewardship – and, if approved, would provide future funding to support critical public safety and parks needs.

The City's current revenues do not meet the community's needs around public safety and parks, as well as capital improvements for the City's parks. Wyoming's public safety millage has not allowed the City to keep pace with growing demand for services. The City's current Parks and Recreation millage also is inadequate to support both the operational and capital needs of the City's Parks and Recreation Department.

The first ballot proposal would allow the City to levy an income tax on residents, businesses and non-residents who work in Wyoming. The second ballot proposal would decrease the City of Wyoming property tax millage by more than half. If approved, the proposals would generate an additional \$6 million in revenue each year, supporting significant investment to improve public safety and parks infrastructure for residents, businesses and visitors. Both proposals need to pass for either to go into effect.

Due to the complexity of these ballot proposals and the fact Wyoming already has millages for public safety and parks, communicating the need and ask is critically important. As such, you have determined an educational campaign that explains the ballot proposals in simple terms and lays out the City's future funding needs around public safety and parks is in order.

Based on our conversation and past communication experience with similar ballot questions, we recommend the following for an educational campaign beyond the key messages, website content and press release we have crafted:

1. **Brochure:** We should look at developing a brochure that can be handed out at City offices, mailed to all residents, provided to Council members for distribution, etc. This will use images along with our key messages to convey the need, the ask and the results if the proposals pass.

2. **Wyoming Record:** Starting in December – once we are past the November election to avoid confusion – we can include content on the ballot proposals through April. The content will pull from the key messages and FAQs.
3. **Digital advertising:** The City has enjoyed exceptional results in past millage campaigns (public safety, parks) with an investment in digital advertising. We would again prepare the creative for placement by our friends at Media Place Partners, who have consistently enabled us to get tremendous reach at a modest price. This could be through social media, display ads, retargeting and other tactics.
4. **Digital signage:** The City should take advantage of the digital sign in front of City Hall, its digital billboard on 28<sup>th</sup> Street and, if possible, the digital sign at the KDL branch to amplify its millage education.
5. **Direct mail:** We should design a postcard with similar information to coincide with the mailing of absentee ballots. This would involve writing and editing copy and designing the postcard.
6. **Utility bill inserts:** We can develop inserts to be shared in your monthly water bills. Perhaps we do one focused more on public safety and a second focused on parks.
7. **Business card:** The Mayor has requested business cards with a few key points and the webpage where voters can get more information. This would involve writing and editing copy and designing the card.
8. **Parks and Recreation publications:** Krashawn will save space in multiple Parks and Recreation print publications for content about the ballot proposals. These will include the seasonal Parks and Recreation brochure, the Wyoming Senior Center’s *Active Living* newsletter and the department’s monthly e-newsletter. This would involve writing content and possibly designing a small ad.

**Budget:** We recommend the following budget:

• SPR services	
▪ Brochure	\$2,500-\$3,500 (excluding printing)
▪ Wyoming Record content	\$1,500-\$2,500
▪ Digital advertising	\$3,000
▪ Digital signage	\$200
▪ Direct mail	\$1,000-\$1,500 (excluding printing, postage)
▪ Utility bill inserts	\$850
▪ Business card	\$500 (excluding printing)
▪ P&R publications	Repurpose other content
▪ Additional services as needed	\$5,000
• MPP services	
▪ Advertising placement	\$2,000/month recommended spend
Total SPR:	\$14,550-17,050
Total MPP:	\$6,000 (three-month spend)

If there’s something you want to handle internally or skip, we can deduct that from the total price. Of course, if we can accomplish these tasks in less time, we will bill accordingly.

We look forward to discussing the options you are interested in at your convenience.