

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 6, 2017, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Rick Pilienci, Grace Bible College
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the October 16, 2017 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Grand Valley Metro Council Update by John Weiss
 - 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. 38 – To Appropriate \$26,559.30 of Budgetary Authority and Recognize Grant Revenue from MMRMA to Provide Funding for the Purchase of a Crash Attenuator
 - b) Budget Amendment No. 42 – To Appropriate \$188,747.16 of Additional Budgetary Authority for Funding of the Resurfacing Program in the Local Streets Fund and Reduce the Budgetary Authority for Funding of the Resurfacing Program in the Major Streets Fund

14) Consent Agenda

15) Resolutions

- a) To Waive the Penalty for Failure to File the Property Transfer Affidavit as Required by Act #415 of 1994
- b) To Accept the United States Department of Justice Bulletproof Vest Partnership Grant
- c) To Accept and Distribute Grant Funding Received from the Office of Highway Safety Planning (Budget Amendment No. 40)

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

- d) To Authorize a Contract Amendment for Franklin Partners, L.L.C. for 300 & 301 36th Street SW (Site 36)
- e) To Authorize the Purchase of Gift Certificates (Budget Amendment No. 39)
- f) To Authorize the City Manager to Execute a Contract Between the City of Wyoming and CardConnect for Credit Card Processing and Purchase of the Credit Card Reader Equipment
- g) To Accept a Quote from Halt Fire Inc. for the Purchase of a Pierce Mfg. Stock Rescue Unit (Budget Amendment No. 43)
- h) To Accept a Quote from Ritsema Associates for Interior Finishes for the Clean Water Plant Control Room Remodeling Project
- i) For Award of Bid
 - 1. Fence Removal and Installation – Lamar & Lemery Parks

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.

20) Closed Session (as necessary)

21) Adjournment


Grand Valley Metropolitan Council



Grand Valley Metropolitan Council


Mayor Jack Poll-Executive Committee/Board of Directors
Bill VerHulst-Board of Directors

- MPO
- REGIS
- Legislative Advocacy
- Intergovernmental Cooperation
- Lower Grand Organization of Watersheds (LGROW)
- Environmental Programs
- Air Quality
- Strategic Initiatives
 - Ambulance Consortium
 - Police Crisis Intervention Team
 - Distributed Antenna Towers (DAS)

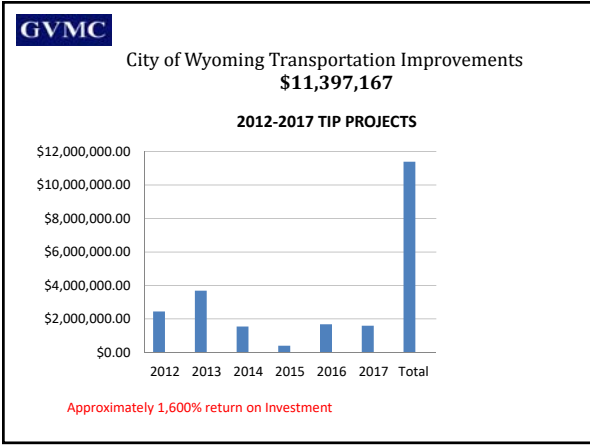


Who Are We?

38 Governments Representing
750,000 Residents of West Michigan



- [Ada Township](#)
- [Algoma Township](#)
- [Allendale Township](#)
- [Alpine Township](#)
- [Belding](#)
- [Byron Township](#)
- [Caledonia Township](#)
- [Cannon Township](#)
- [Cascade Township](#)
- [Cedar Springs](#)
- [Coopersville](#)
- [Courtland Township](#)
- [East Grand Rapids](#)
- [Gaines Township](#)
- [Georgetown Township](#)
- [Grand Rapids](#)
- [Grand Rapids Township](#)
- [Grandville](#)
- [Greenville](#)
- [Hastings](#)
- [Hudsonville](#)
- [Ionia](#)
- [Jamestown Township](#)
- [Kent County](#)
- [Kentwood](#)
- [Lowell](#)
- [Lowell Township](#)
- [Village of Middleville](#)
- [Ottawa County](#)
- [Plainfield Township](#)
- [Rockford](#)
- [Village of Sand Lake](#)
- [Tallmadge Township](#)
- [Walker](#)
- [Wayland](#)
- [Wyoming](#)
- [Village of Sparta](#)
- [Nelson Township](#)



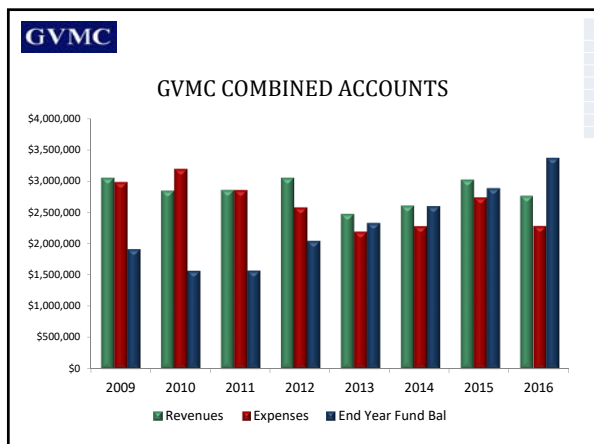
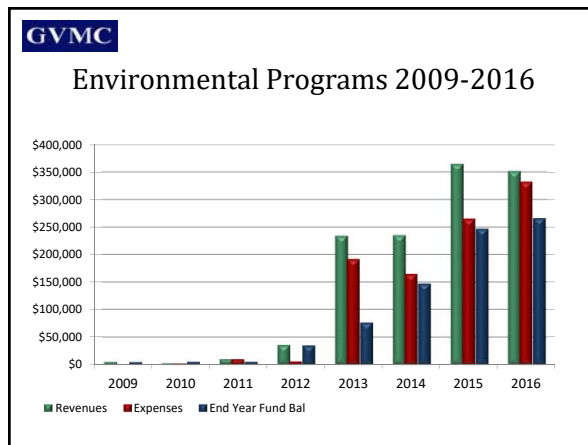
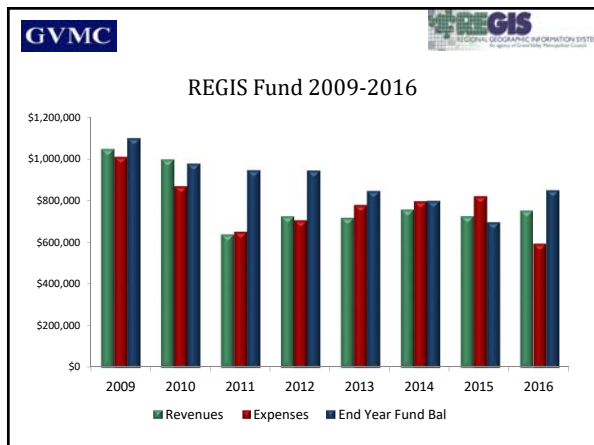
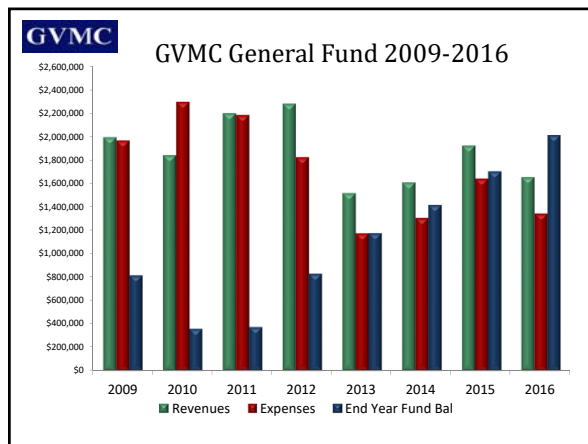

Ensure Trust Credibility and Confidence



Cooperation Collaboration Partnerships

GVMC

Management for Long-Term Financial Sustainability Continues



Regional Prosperity Initiative

Governor Snyder's Regional Prosperity Initiative

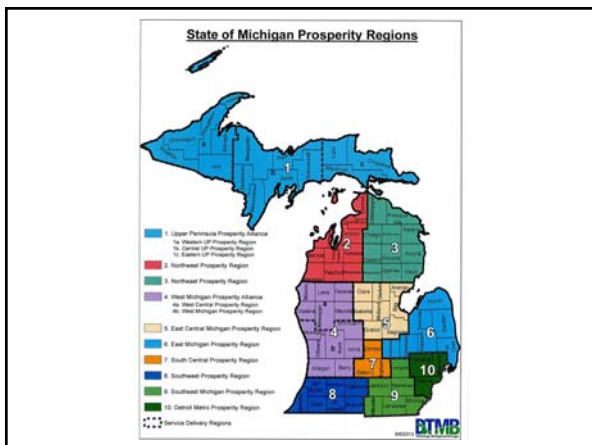
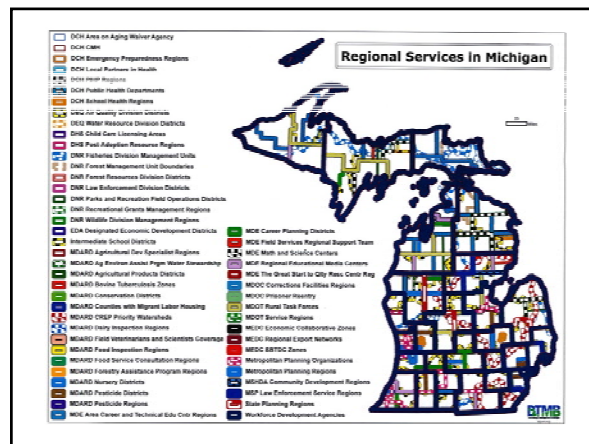
- Challenges Regions to work collaboratively to better coordinate and integrate investments around **economic development, workforce development & infrastructure.**




Regional Prosperity Initiative



- The leadership, organization, cooperation and ultimate output from the process has brought the West Michigan Regional Prosperity Alliance accolades and has positioned the group as a leader and template for the initiative statewide.
- The process has forged strong collaborative ties between the stakeholder groups to levels previously unknown.
- The Initiative has continued to enhanced the Region's interaction & influence in Lansing and direct access to the Governor's office



Michigan's 21st Century Infrastructure Pilot

Curtis Holt and Bill Dooley
State and Regional Steering Committees

Michigan's Future

IMPROVING OUR INFRASTRUCTURE AND STRENGTHENING OUR ECONOMY

• Creation of the Michigan Infrastructure Council in statute this fall

• Funding mechanisms for asset management and water infrastructure

• April 2018 Pilot Report Due

• Statewide Asset Management Implementation by Council

VISION STATEMENT:

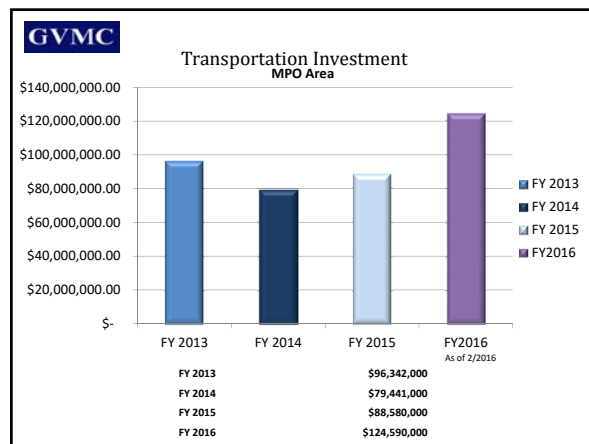
Michigan's infrastructure is the backbone of our economy and quality of life. We will invest in our infrastructure to ensure Michigan remains a leader in the 21st century. We will ensure our infrastructure is safe, reliable, and resilient. We will ensure our infrastructure is sustainable and supports our economic growth and quality of life.

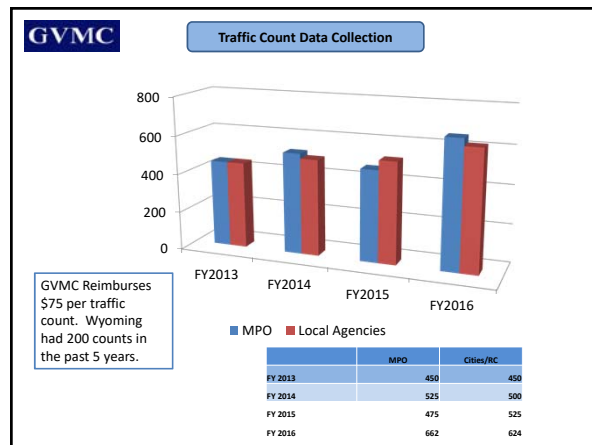
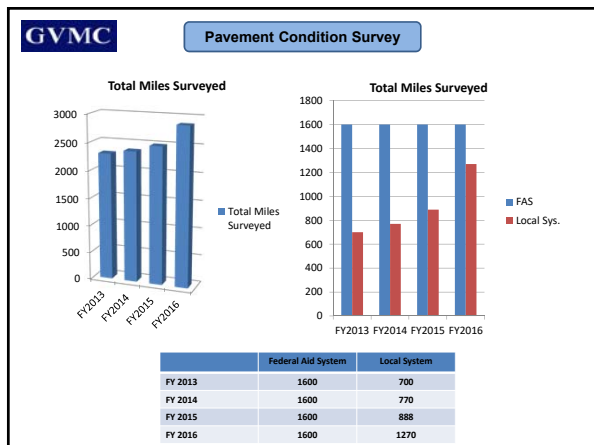
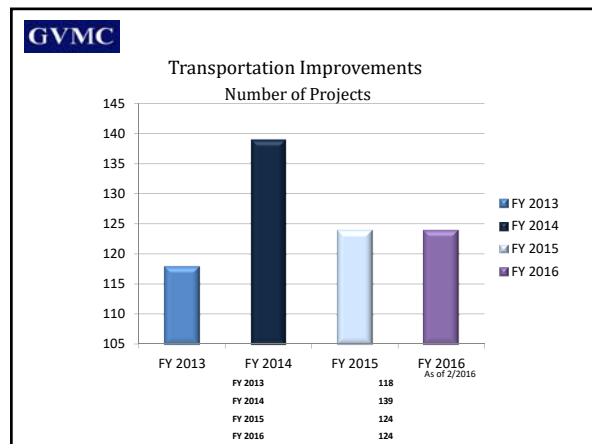
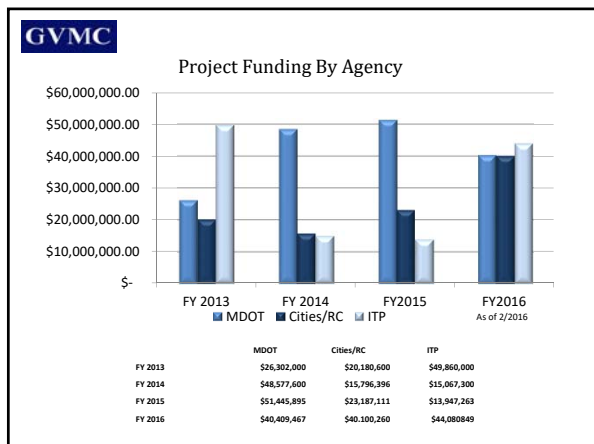
GVMC

Dan Burrill/Rob Postema-Policy Committee
Bill Dooley/Tim Cochran-Technical Committee
Russ Henckel-Technical Committee Alternate

Transportation MPO

- \$77-100 Million per year in transportation funding for our region
- The GVMC MPO is in charge of implementing the transportation planning process including:
 - Freight
 - Rail
 - Transit
 - Non-motorized (pedestrian/bicycle)
 - Highways
 - Aviation
- A variety of tools and programs are used to plan for the Rapid's metropolitan area, including:
 - Congestion management system
 - Pavement management system
 - Safety planning
 - Regional traffic count program
- Process includes:
 - Environmental Justice
 - Air Quality
 - Public Input



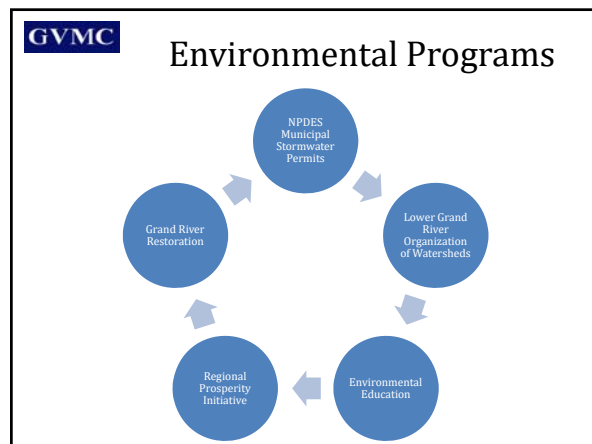


REGIS (Regional Geographic Information System)

Curtis Holt- REGIS Executive Committee/Board of Directors
Paul Gerndt- Chairman, REGIS Users Group/REGIS Technical Committee
West Michigan GIS Users Group

- 19 Communities / 500 Users/240 Layers
- Geographic Information System (GIS)
 - Parcels, Streets, Zoning, Topography, Utilities, Etc.
- Common database
- Suite of Applications
- Spatial Data Management
- Enabling more informed decisions to provide better and more consistent service to constituents, and reduce operating costs.

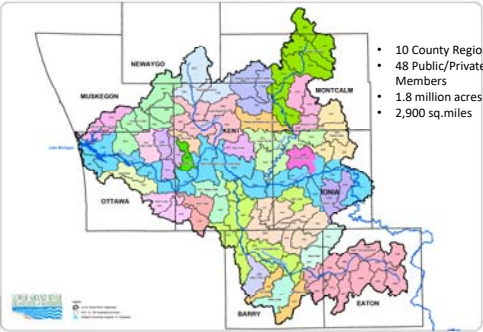
2017 A \$100,000 Dividend Paid to Members. Wyoming Received \$19,276.41



GVMC

LGROW
Lower Grand River Organization of Watersheds
Subwatersheds

Aaron Vis-Chairman
Technical Committee



- 10 County Region
- 48 Public/Private Members
- 1.8 million acres
- 2,900 sq.miles

GVMC

NPDES Stormwater Program
LGROW was formed in 2009

- **Kent & Ottawa Counties**
- **Focus on Permit Applications**
 - 10 Cities
 - 2 Villages
 - 4 County Agencies
 - 4 Townships
 - 1 Public School System
 - 1 University-6 separate locations
- **22 permit applications**
 - average 150 pages each

GVMC

Intergovernmental Cooperation

- Cooperative Emerging Issues
 - Crisis Response Training – Ambulance Consortium-DAS Towers
- Lower Grand River Organization of Watersheds (LGROW)
- NPDES Storm Water Permitting
- Pavement Management Van
- Joint Grant Application
 - Brownfields
 - Transportation Studies and Funding
 - HUD
 - Etc.
- One voice for 38 Governments and 750,000 citizens



GVMC

Strategic Initiatives

1. Ensure Trust, Credibility, and Confidence
2. Managing Emerging Issues
3. Encouraging Collaborative Service Sharing
4. Coordinating a Region-Wide Training Exchange
5. Nurturing a Regional Economic Development Partnership
6. Planning for Sustainable Communities

GVMC

Questions?

www.gvmc.org

**Grand Valley
Metropolitan Council**



CITY OF WYOMING BUDGET AMENDMENT

Date: November 6, 2017

Budget Amendment No. 042

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$188,747.16 of additional budgetary authority for funding of the resurfacing program in the Local Streets Fund and reduce the budgetary authority for funding of the resurfacing program in the Major Streets Fund as per the attached memorandum.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Local Streets Fund</u>				
Public Works - Street Maintenance - Capital Outlay Resurfacing				
203-441-46300-972.510	2,994,217.44	188,747.16		3,182,964.60
Fund Balance/Working Capital (Fund 203)		-	188,747.16	
<u>Major Streets Fund</u>				
Public Works - Street Maintenance - Capital Outlay Resurfacing				
202-441-46300-972.510	2,367,307.28		188,747.16	2,178,560.12
Fund Balance/Working Capital (Fund 202)		188,747.16	-	

Recommended: *Kate Berglund*
Senior Accountant

C. J. Hob
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2017-2018 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

MEMO

TO: City Council

FROM: Kate Balfourt, Senior Accountant

DATE: November 6, 2017

RE: Budget Amendment #42

Recently, it came to the attention of the Finance Department that an error had been made in the allocation between accounts for one of the purchase orders that was re-appropriated at fiscal year-end. Below is the breakdown of what was re-appropriated and the correct amounts. The total of the purchase order remains the same; the change needed is a reallocation of \$188,747.16 between the Local and Major Streets Funds.

As re-appropriated on August 7, 2017, budget amendments 012 and 013:

Purchase Order 2017-0655 Michigan Paving & Materials Co
\$1,367,307.28 202-441-46300-972.510 Major Streets-Capital Outlay Resurfacing
\$1,494,217.44 203-441-46300-972.510 Local Streets-Capital Outlay Resurfacing

Correct amounts:

\$1,178,560.12 202-441-46300-972.510 Major Streets-Capital Outlay Resurfacing
\$1,682,964.60 203-441-46300-972.510 Local Streets-Capital Outlay Resurfacing

The attached budget amendment is presented for Council's consideration in order to correct the budget to match the purchase order as originally approved.



CITY COUNCIL

Bill VerHulst Dan Burrill Kent Vanderwood Marissa Postler Robert Posterna Sam Bolt
Jack A. Poll, Mayor

RESOLUTION NO. _____

RESOLUTION TO WAIVE THE PENALTY FOR FAILURE TO FILE THE PROPERTY
TRANSFER AFFIDAVIT AS REQUIRED BY ACT #415 OF 1994

WHEREAS:

1. Act #415 of the Michigan Public Act of 1994 requires that a Property Transfer Affidavit (L4260) is to be filed with the assessing unit of a local government upon the transfer of ownership of real estate and some type of personal property.
2. MCL Section 211.27a, as amended, exempts certain transfers from adjustment of the adjustment of the taxable value.
3. MCL Section 211.27b establishes a penalty of \$5.00 a day to a maximum of \$200.00 for failure to file the form.
4. MCL Section 211.27b allows the governing body of a local unit to waive the aforementioned penalty.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council waives the penalty for failure to file the Property Transfer Affidavit as required by Public Act #415 of 1994, as amended, for those transfers which are exempt from adjustment per MCL Section 211.27b. Be it further resolved that the City of Wyoming may waive the penalty in those cases where a form is not filed.

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 November 6, 2017.

Kelli A. VandenBerg, Wyoming City Clerk

10/27/2017
M.E.

RESOLUTION NO. _____

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

WHEREAS:

1. The Department of Public Safety applied for the United States Department of Justice, Bulletproof Vest Partnership Grant in the amount of \$7,008.03.
2. The grant will be used toward the procurement of bullet resistant vests directly related to law enforcement functions.
3. Acceptance of the grant requires yearly status reports to the United States Department of Justice and will be submitted by the program director, Chief James E. Carmody.
4. It is recommended the City Council accept the United States Department of Justice Bulletproof Vest partnership grant in the amount of \$7,008.03.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the United States Department of Justice, Bulletproof Vest Partnership Grant in the amount of \$7,008.03.
2. The City Council does hereby authorize Chief James Carmody to serve as Program Director.

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 November 6, 2017.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Award Document



Resolution No. _____

APPLICATION DETAILS

APPLICATION PROFILE

Participant	WYOMING CITY
Fiscal Year	2017
Number of Agencies Applied	0
Total Number of Officers for Application	86
Number of Officers on Approved Applications	86

APPLICATION PROFILE

Fiscal Year	2017
Vest Replacement Cycle 	5
Number of Officers	86
Number of Stolen or Emergency Damaged Replacement Needs 	0
Number of Officer Turnover	6

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
RZRG2-A-II	26	\$675.00	\$17,550.00	\$0.00	\$17,550.00
Grand Totals	26		\$17,550.00	\$0.00	\$17,550.00

AWARD SUMMARY FOR FY2017 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$17,550.00	\$7,008.03	10/25/17	Approved by BVP
Grand Totals:	\$17,550.00	\$7,008.03		

RETURN

FY 2017 BVP Awards

State	Jurisdiction Name (City)	BVP Funding Amount
MI	OSCODA CHARTER TOWNSHIP	\$3,194.55
MI	OWOSSO CITY	\$2,236.18
MI	PAW PAW VILLAGE	\$963.16
MI	PITTSFIELD CHARTER TOWNSHIP	\$593.39
MI	PLAINWELL CITY	\$899.67
MI	PLYMOUTH CITY	\$1,404.80
MI	PORT HURON CITY	\$3,893.35
MI	PRAIREVILLE TOWNSHIP	\$1,908.74
MI	RICHFIELD TOWNSHIP (DAVISON)	\$2,197.05
MI	RICHFIELD TOWNSHIP (ST HELEN)	\$409.31
MI	ROCKFORD CITY	\$491.17
MI	ROMULUS CITY	\$2,994.89
MI	ROSCOMMON COUNTY	\$1,892.77
MI	ROYAL OAK CITY	\$4,801.80
MI	SAGINAW CHARTER TOWNSHIP	\$1,148.04
MI	SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN	\$319.46
MI	SAGINAW CITY	\$2,296.08
MI	SALINE CITY	\$1,916.73
MI	SEBEWAING VILLAGE	\$1,090.14
MI	SHELBY CHARTER TOWNSHIP	\$7,439.29
MI	SHEPHERD VILLAGE	\$638.91
MI	SOUTH HAVEN CITY	\$1,287.80
MI	SOUTHFIELD CITY	\$13,189.77
MI	SOUTHGATE CITY	\$2,515.71
MI	SPRINGPORT TOWNSHIP	\$932.41
MI	ST CLAIR SHORES CITY	\$12,083.36
MI	STURGIS CITY	\$814.61
MI	TECUMSEH CITY	\$963.96
MI	THREE RIVERS CITY	\$1,604.32
MI	TRAVERSE CITY	\$2,533.68
MI	TROY CITY	\$11,180.90
MI	TUSCOLA COUNTY	\$589.07
MI	UNADILLA TOWNSHIP	\$675.65
MI	VAN BUREN COUNTY	\$3,117.08
MI	WALKER CITY	\$2,236.18
MI	WALLED LAKE CITY	\$1,257.86
MI	WATERFORD CHARTER TOWNSHIP	\$1,597.28
MI	WEST BLOOMFIELD CHARTER TOWNSHIP	\$5,614.41
MI	WESTLAND CITY	\$17,050.87
MI	WEXFORD COUNTY	\$1,305.77
MI	WIXOM CITY	\$1,223.51
MI	WYOMING CITY	\$7,008.03
MI	YALE CITY	\$1,317.75
MI	YPSILANTI CITY	\$2,695.40
MI	ZEELAND CITY	\$1,202.75

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AND DISTRIBUTE GRANT FUNDING
RECEIVED FROM THE OFFICE OF HIGHWAY SAFETY PLANNING

WHEREAS:

1. The City of Wyoming has requested to serve as the host agency for the "Strategic Traffic Enforcement Program" Kent County Task Force, as appointed by the State of Michigan, Office of Highway Safety Planning.
2. The City of Wyoming would accept and reimburse \$174,483 in grant funds designated for overtime patrols to enforce safety restraint and operating while intoxicated violations to seven agencies participating in the Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. Chief James Carmody shall serve as the Director of the Task Force.
2. Rosa Ooms shall serve as the Finance Director of Task Force.
3. The attached budget amendment is approved.

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 November 6, 2017.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Budget Detail Reports
OHSP Grant

CITY OF WYOMING BUDGET AMENDMENT

Date: November 6, 2017

Budget Amendment No. 040

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$174,483.00 of budgetary authority to provide funding for the Kent County Traffic Enforcement grant and recognize the associated grant revenue from the Office of Highway Safety Planning as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Federal Grants OHSP - Strategic Traffic Enf (OHSP Enf.2018.001 Rev)				
101-505.003	85,453.12	174,483.00		259,936.12
Police - OHSP - Strategic Traffic Enf - Salaries - Uniform OT Salaries (OHSP Enf.2018.Exp)				
101-305-31506-709.000	9,191.04	21,930.00		31,121.04
Police - OHSP - Strategic Traffic Enf - Salaries - Uniform OT Admin (OHSP Enf.2018.Exp)				
101-305-31506-709.010	6,674.00	6,083.00		12,757.00
Police - OHSP - Strategic Traffic Enf - FICA (OHSP Enf.2018.Exp)				
101-305-31506-715.000	1,250.42	2,144.00		3,394.42
Police - OHSP - Strategic Traffic Enf - Pension (OHSP Enf.2018.Exp)				
101-305-31506-718.000	5,981.47	8,984.00		14,965.47
Police - OHSP - Strategic Traffic Enf - Workers Comp Insurance (OHSP Enf.2018.Exp)				
101-305-31506-719.000	538.14	904.00		1,442.14
Police - OHSP - Strategic Traffic Enf - Other Services Grand Rapids Dist. (OHSP Enf.2018.Exp)				
101-305-31506-956.520	6,668.98	20,975.00		27,643.98
Police - OHSP - Strategic Traffic Enf - Other Services Grandville Dist. (OHSP Enf.2018.Exp)				
101-305-31506-956.521	22,239.00	13,928.00		36,167.00
Police - OHSP - Strategic Traffic Enf - Other Services Kent County Dist. (OHSP Enf.2018.Exp)				
101-305-31506-956.525	909.32	31,249.00		32,158.32
Police - OHSP - Strategic Traffic Enf - Other Services Kentwood Dist. (OHSP Enf.2018.Exp)				
101-305-31506-956.522	20,350.83	28,464.00		48,814.83
Police - OHSP - Strategic Traffic Enf - Other Services Rockford Dist. (OHSP Enf.2018.Exp)				
101-305-31506-956.527	268.91	23,292.00		23,560.91
Police - OHSP - Strategic Traffic Enf - Other Services Walker Dist. (OHSP Enf.2018.Exp)				
101-305-31506-956.523	11,381.01	16,530.00		27,911.01
Fund Balance/Working Capital (Fund 101)		-	-	

Recommended: Kate Balfout
Senior Accountant

[Signature]
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2017-2018 be amended by adoption of the foregoing budget amendment.

CITY OF WYOMING BUDGET AMENDMENT

Date: November 6, 2017

Budget Amendment No. 040

Motion carried: Yes _____, No _____

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

City Clerk



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

RICK SNYDER
GOVERNOR

COL. KRISTE KIBBEY ETUE
DIRECTOR

October 26, 2017

Lt. Mark Easterly
Wyoming Department of Public Safety
2300 Dehoop SW
Wyoming, Michigan 49509

Subject: PT-18-42

Dear Lieutenant Easterly:

The Michigan Office of Highway Safety Planning (OHSP) has approved \$174,483 in federal funds for Highway Safety Project grant number PT-18-42, "Kent County Traffic Enforcement," for the grant period of October 26, 2017, through September 30, 2018.

This grant is approved with the following conditions:

1. **Funding is contingent upon the availability of U.S. Department of Transportation Highway Safety Funds.**
2. Quarterly financial reports are due: January 30, April 30, July 30, and October 30. A final progress report is due: October 30.
3. Grantees must comply with the Grant Management Requirements set forth in this grant. Please consult the grant application for further details.
4. Any changes to the grant's objectives, activities, and/or approved budget must have OHSP approval.

If you have any questions regarding your grant, please contact your OHSP grant coordinator, Patricia Eliason, at 517-284-3061. We look forward to working with you during the course of the project.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael L. Prince", written over a horizontal line.

Michael L. Prince, Director
Office of Highway Safety Planning

Enclosures

cc: Mr. Curtis Holt
Ms. Kate Balfourt

PAGE 1A - FOR OHSP USE ONLYFISCAL YEAR:
2018PROJECT TITLE:
Kent County Traffic EnforcementGRANT NUMBER:
PT-18-42APPLICANT:
Wyoming Department of Public SafetyAPPROVED GRANT PERIOD:
10/26/2017 through 09/30/2018**FUNDING BREAKDOWN**

FUND TYPE/CFDA #	PAP	TASK	FEDERAL FUNDS COMMITTED
402-20.600	18-PT	1	\$174,483

APPROVED BUDGET SUMMARY

COST CATEGORY	FEDERAL	NON-FEDERAL	TOTAL
PERSONNEL COSTS	\$174,483	\$ 0	\$174,483
CONTRACTUAL SERVICES	0	0	0
OPERATING COSTS	0	0	0
EQUIPMENT	0	0	0
INDIRECT COSTS	0		0
TOTAL APPROVED COSTS	\$174,483	\$ 0	\$174,483

OHSP APPROVAL

SIGNATURE	TITLE	DATE APPROVED
	Division Director	10/26/17

**Michigan State Police
Office of Highway Safety Planning**

7150 Harris Drive
P.O.Box 30634
Dimondale, Michigan 48821
(517) 241-2500

HIGHWAY SAFETY GRANT APPLICATION

1. PROJECT TITLE Kent County Traffic Enforcement	
2. APPLICANT Wyoming Department of Public Safety	
3. ADDRESS OF APPLICANT 2300 Dehoop SW, Wyoming, Michigan 49509	
7. FEDERAL IDENTIFICATION NO. 38-6006933	8. ANTICIPATED ACTIVITY START-UP DATE 10/1/2017

HIGHWAY SAFETY GRANT APPLICATION
Statement of the Problem and Background Information
FY 2018

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

The actions drivers take can have devastating consequences. The National Highway Traffic Safety Administration (NHTSA) data indicates driver related factors contribute to 94 percent of crashes. The Michigan State Police Criminal Justice Information Center reported a 10 percent increase in fatalities in 2016. This is due in part to the improving economy and lower gas prices encouraging more people to drive more often, which increases exposure.

Law enforcement officers will continue to implement an evidence-based, highly visible enforcement program to educate community members about potentially dangerous driving behaviors and enforce traffic laws designed to protect them.

Traffic safety campaigns are most successful when accompanied by public information. The Wyoming Department of Public Safety requests that OHSP develop and assist with distribution of public information materials on our behalf to enhance the enforcement campaigns.

HIGHWAY SAFETY GRANT APPLICATION

Goals and Activities: 1

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

*** Goal(s):**

1. Plan and execute at least one grant-funded overtime traffic enforcement detail each quarter through September 30, 2018.
2. Plan and execute at least one traffic safety community outreach effort each quarter through September 30, 2018.
3. Average a minimum of 1 stop per billed hour of patrol through September 30, 2018.

*** Activity:**

1. Conduct mandatory enforcement during the following time periods:
 - November 22 – Dec 10, 2017 (emphasis impaired driving enforcement)
 - April 9 – 22, 2018 (emphasis distracted driving enforcement)
 - May 21 – June 3, 2018 (emphasis seat belt enforcement)

On May 25, a minimum of one seat belt enforcement detail shall be conducted.

 - August 17 – September 3, 2018 (emphasis impaired driving enforcement)

On August 31, a minimum of one seat belt enforcement detail shall be conducted.
2. Conduct elective traffic enforcement as funding allows.
3. Conduct community outreach efforts to promote all enforcement efforts.
4. Report enforcement activity and community outreach efforts by the deadlines indicated in the grant management requirements.

*** Date of anticipated Activity accomplishment:**

9/30/2018

HIGHWAY SAFETY GRANT APPLICATION

Acceptance of Audit Requirements

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

NOTE: The Audit Period is the organization's fiscal or calendar year to be audited. If your audit requirement period exceeds 365 days, sections 1.b. and 2.b. must be utilized to complete the audit requirement dates.

My reporting entity* receives less than \$750,000 a year.

The following information on the next organization-wide audit(s) which will include this agency:

1.a. Audit Period 1: Beginning 7/1/2017 Ending 6/30/2018

2.a. Audit or written certification will be submitted to MSP by: 11/30/2018

1.b. Audit Period 2: Beginning 7/1/2018 Ending 6/30/2019

2.b. Audit or written certification will be submitted to MSP by: 11/30/2019

This project is federally funded and therefore is subject to the Single Audit Act of 1984 (P.L. 98-502).

Effective July 1, 1996, if your agency receives \$750,000 or more in federal financial assistance a year, the grantee shall agree to have an audit conducted in compliance with OMB Circulars A-128 or A-133 if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward a copy of the completed audit(s), *including the management letter covering the entire grant period to:*

ATTN: Matt Opsommer

Michigan State Police Headquarters, 3rd Floor

7150 Harris Drive, Dimondale, MI 48821

NOTE: The audit or written certification must be submitted to OHSP *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circulars A-128 or A-133. Any information regarding the OMB Circular audit requirements will be furnished by OHSP.

*** NOTE: The reporting entity is the government unit responsible for the overall administration of the grant, not just your agency. Failure to complete this section may result in your grant award being delayed or cancelled.**

HIGHWAY SAFETY GRANT APPLICATION

Sub-Recipient Informational Form

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

Instructions:

- The DUNS number is a unique nine-character number that enables the federal government to track how federal money is distributed. NOTE: If your organization does not have a DUNS number, use the Dun & Bradstreet (D&B) online registration to receive one free of charge: <http://fedgov.dnb.com/webform>.
- If you checked YES for both Annual Gross Revenue boxes list the names and compensation amounts of the five most highly compensated employees within your agency or institution.
- If your agency receives less than \$25,000 of federal funding from the Office of Highway Safety Planning, check the box and save this page. Leave all remaining items on this page blank.
- Please consult with your Financial Officer for accurate completion of this section.

<input type="checkbox"/> My agency receives less than \$25,000 of federal funding from the Office of Highway Safety Planning.	
* Sub-Recipient DUNS Number (Format: xx-xxx-xxxx):	78-430-9536
* In the preceding fiscal year, did your agency or institution receive 80 percent or more of its annual gross revenues in federal award?	Yes [] No [<input checked="" type="checkbox"/>]
* In the preceding fiscal year, did your agency's or institution's annual gross revenues equal or exceed \$25,000,000 in federal awards?	Yes [] No [<input checked="" type="checkbox"/>]

Complete this section if answering YES to both questions above:

Sub-Recipient Highly Compensated Officer

Officer Name	Officer Compensation

HIGHWAY SAFETY GRANT APPLICATION

Local Contribution

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

* Local Contribution:

1. Provide patrol vehicles and/or motorcycles where applicable. This shall include fuel, maintenance and proper police equipment.
2. Assume liability incurred through the use of volunteers, including, but not limited to, personal injury, civil liability, and workman's compensation responsibility.
3. Pay dispatchers and officer wages for training and court time.
4. Attend meetings as requested by OHSP.

HIGHWAY SAFETY GRANT APPLICATION

Project Continuation

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

* Project Continuation:

No local funds or in-kind contributions will be used to continue this project. The Wyoming Department of Public Safety will continue to participate in the project if federal funding is provided by OHSP.

HIGHWAY SAFETY GRANT APPLICATION

FY 2018

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

Are there Fringe Benefits expenses associated with this budget item? Yes No

Federal/State Local Match Total

Provide a specific description of this budget item (e.g., position title):

Number of hours (base):

Hourly Rate:

Enter Fringe Benefits associated with this budget item. Federal/State Local Match Total

Fringe Benefits, Check all that apply

- FICA: Rate:
- Retirement: Rate:
- Workers Compensation: Rate:
- Unemployment Insurance: Rate:
- Insurances: Rate:
- Other: Rate:

Describe:

Overall Rate: %

Explanation (required if Overall Rate is greater than 40%):

Total Salaries, Wages and Fringe Benefits

HIGHWAY SAFETY GRANT APPLICATION

**Overtime Salaries, Wages and Fringe Benefits: Grand Rapids Police Department Overtime Wages
FY 2018**

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

Are there Overtime Fringe Benefits expenses associated with this budget item? Yes No

Federal/State	Local Match	Total
\$17,980	\$0	\$17,980

Provide a specific description of this budget item (e.g., position title):
Grand Rapids Police Department Overtime Wages

Number of hours (base):
350.00

Overtime hourly Rate:
\$51.37

Provide a specific description of the fringes associated with this budget item:	Federal/State	Local Match	Total
	\$2,995	\$0	\$2,995

Fringe Benefits, Check all that apply

FICA:	<input checked="" type="checkbox"/>	Rate:	1.4500
Retirement:	<input checked="" type="checkbox"/>	Rate:	13.8100
Workers Compensation:	<input checked="" type="checkbox"/>	Rate:	1.4000
Unemployment Insurance:	N/A		
Insurances:	N/A		
Other:		Rate:	

Describe:

Overall Rate: 16.66%

Attach fringe benefit support documentation here if rate exceeds 40%.

Total Overtime Salaries, Wages and Fringe Benefits \$20,975

HIGHWAY SAFETY GRANT APPLICATION

**Overtime Salaries, Wages and Fringe Benefits: Grandville Police Department Overtime Wages
FY 2018**

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

Are there Overtime Fringe Benefits expenses associated with this budget item? Yes No

Federal/State	Local Match	Total
\$11,561	\$0	\$11,561

Provide a specific description of this budget item (e.g., position title):
Grandville Police Department Overtime Wages

Number of hours (base):
250.50

Overtime hourly Rate:
\$46.15

Provide a specific description of the fringes associated with this budget item:	Federal/State	Local Match	Total
	\$2,367	\$0	\$2,367

Fringe Benefits, Check all that apply

FICA:	<input checked="" type="checkbox"/>	Rate:	7.6500
Retirement:	<input checked="" type="checkbox"/>	Rate:	10.0000
Workers Compensation:	<input checked="" type="checkbox"/>	Rate:	2.8200
Unemployment Insurance:	N/A		
Insurances:	N/A		
Other:		Rate:	

Describe:

Overall Rate: 20.47%

Attach fringe benefit support documentation here if rate exceeds 40%.

Total Overtime Salaries, Wages and Fringe Benefits \$13,928

HIGHWAY SAFETY GRANT APPLICATION

**Overtime Salaries, Wages and Fringe Benefits: Kent County Sheriff's Department Overtime Wages
FY 2018**

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

Are there Overtime Fringe Benefits expenses associated with this budget item? Yes No

Federal/State	Local Match	Total
\$25,745	\$0	\$25,745

Provide a specific description of this budget item (e.g., position title):
Kent County Sheriff's Department Overtime Wages

Number of hours (base):
500.00

Overtime hourly Rate:
\$51.49

Provide a specific description of the fringes associated with this budget item:	Federal/State	Local Match	Total
	\$5,504	\$0	\$5,504

Fringe Benefits, Check all that apply

FICA:	<input checked="" type="checkbox"/>	Rate:	7.6500
Retirement:	<input checked="" type="checkbox"/>	Rate:	13.0700
Workers Compensation:	<input checked="" type="checkbox"/>	Rate:	0.6600
Unemployment Insurance:	N/A		
Insurances:	N/A		
Other:		Rate:	

Describe:

Overall Rate: 21.38%

Attach fringe benefit support documentation here if rate exceeds 40%.

Total Overtime Salaries, Wages and Fringe Benefits \$31,249

HIGHWAY SAFETY GRANT APPLICATION

**Overtime Salaries, Wages and Fringe Benefits: Kentwood Police Department Overtime Wages
FY 2018**

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

Are there Overtime Fringe Benefits expenses associated with this budget item? Yes No

Federal/State	Local Match	Total
\$23,913	\$0	\$23,913

Provide a specific description of this budget item (e.g., position title):
Kentwood Police Department Overtime Wages

Number of hours (base):
450.00

Overtime hourly Rate:
\$53.14

Provide a specific description of the fringes associated with this budget item:	Federal/State	Local Match	Total
	\$4,551	\$0	\$4,551

Fringe Benefits, Check all that apply

FICA:	<input checked="" type="checkbox"/>	Rate:	7.6500
Retirement:	<input checked="" type="checkbox"/>	Rate:	9.0000
Workers Compensation:	<input checked="" type="checkbox"/>	Rate:	2.3800
Unemployment Insurance:	N/A		
Insurances:	N/A		
Other:		Rate:	

Describe:

Overall Rate: 19.03%

Attach fringe benefit support documentation here if rate exceeds 40%.

Total Overtime Salaries, Wages and Fringe Benefits \$28,464

HIGHWAY SAFETY GRANT APPLICATION

Overtime Salaries, Wages and Fringe Benefits: Rockford Department of Public Safety Overtime

Wages

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

Are there Overtime Fringe Benefits expenses associated with this budget item? Yes No

Federal/State	Local Match	Total
\$18,536	\$0	\$18,536

Provide a specific description of this budget item (e.g., position title):

Rockford Department of Public Safety Overtime Wages

Number of hours (base):

350.00

Overtime hourly Rate:

\$52.96

Provide a specific description of the fringes associated with this budget item:

Federal/State	Local Match	Total
\$4,756	\$0	\$4,756

Fringe Benefits, Check all that apply

FICA: Rate: 7.6500

Retirement: Rate: 15.1900

Workers Compensation: Rate: 2.8200

Unemployment Insurance: *N/A*

Insurances: *N/A*

Other: Rate:

Describe:

Overall Rate: 25.66%

Attach fringe benefit support documentation here if rate exceeds 40%.

Total Overtime Salaries, Wages and Fringe Benefits \$23,292

HIGHWAY SAFETY GRANT APPLICATION
Overtime Salaries, Wages and Fringe Benefits: Walker Police Department
FY 2018

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

Are there Overtime Fringe Benefits expenses associated with this budget item? Yes No

Federal/State	Local Match	Total
\$14,963	\$0	\$14,963

Provide a specific description of this budget item (e.g., position title):
Walker Police Department

Number of hours (base):
308.00

Overtime hourly Rate:
\$48.58

Provide a specific description of the fringes associated with this budget item:	Federal/State	Local Match	Total
	\$1,567	\$0	\$1,567

Fringe Benefits, Check all that apply

FICA:	<input checked="" type="checkbox"/>	Rate:	7.6500
Retirement:		Rate:	
Workers Compensation:	<input checked="" type="checkbox"/>	Rate:	2.8200
Unemployment Insurance:	<i>N/A</i>		
Insurances:	<i>N/A</i>		
Other:		Rate:	

Describe:

Overall Rate: 10.47%

Attach fringe benefit support documentation here if rate exceeds 40%.

Total Overtime Salaries, Wages and Fringe Benefits	\$16,530
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HIGHWAY SAFETY GRANT APPLICATION

Overtime Salaries, Wages and Fringe Benefits: Wyoming Department of Public Safety Overtime

Wages

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

Are there Overtime Fringe Benefits expenses associated with this budget item? Yes No

Federal/State	Local Match	Total
\$21,930	\$0	\$21,930

Provide a specific description of this budget item (e.g., position title):
Wyoming Department of Public Safety Overtime Wages

Number of hours (base):
429.00

Overtime hourly Rate:
\$51.12

Provide a specific description of the fringes associated with this budget item:	Federal/State	Local Match	Total
	\$9,419	\$0	\$9,419

Fringe Benefits, Check all that apply

FICA:	<input checked="" type="checkbox"/>	Rate:	7.6500
Retirement:	<input checked="" type="checkbox"/>	Rate:	32.0700
Workers Compensation:	<input checked="" type="checkbox"/>	Rate:	3.2300
Unemployment Insurance:	N/A		
Insurances:	N/A		
Other:		Rate:	

Describe:

Overall Rate: 42.95%

Attach fringe benefit support documentation here if rate exceeds 40%.

https://msp.intelligrants.com/_Upload/108876-FringeRateSolicitationSevenDepartments.pdf

Total Overtime Salaries, Wages and Fringe Benefits \$31,349

HIGHWAY SAFETY GRANT APPLICATION

Overtime Salaries, Wages and Fringe Benefits: Wyoming Department of Public Safety Admin

Overtime Wages

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

Are there Overtime Fringe Benefits expenses associated with this budget item? Yes No

Federal/State	Local Match	Total
\$6,083	\$0	\$6,083

Provide a specific description of this budget item (e.g., position title):
Wyoming Department of Public Safety Admin Overtime Wages

Number of hours (base):
119.00

Overtime hourly Rate:
\$51.12

Provide a specific description of the fringes associated with this budget item:	Federal/State	Local Match	Total
	\$2,613	\$0	\$2,613

Fringe Benefits, Check all that apply

FICA:	<input checked="" type="checkbox"/>	Rate:	7.6500
Retirement:	<input checked="" type="checkbox"/>	Rate:	32.0700
Workers Compensation:	<input checked="" type="checkbox"/>	Rate:	3.2300
Unemployment Insurance:	N/A		
Insurances:	N/A		
Other:		Rate:	

Describe:

Overall Rate: 42.95%

Attach fringe benefit support documentation here if rate exceeds 40%.

https://msp.intelligrants.com/_Upload/108877-FringeRateSolicitationSevenDepartments.pdf

Total Overtime Salaries, Wages and Fringe Benefits **\$8,696**

HIGHWAY SAFETY GRANT APPLICATION

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

Provide a specific description of this budget item:	Federal/State	Local Match	Total
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Is there an existing contract in place? Yes No

If yes, please attach a copy of the actual contract:

If no, please explain why there is no contract in place:

HIGHWAY SAFETY GRANT APPLICATION

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

Federal/State

Local Match

Total

Provide a specific description of this budget item:

Does this include Out-of-State travel?

Yes No

Nature of travel (*required for Out-of-state travel only*):

Transportation:

Number of Nights:

Cost of Lodging:

Number of Meals:

Cost of Meal:

HIGHWAY SAFETY GRANT APPLICATION

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

*Provide a specific description of this budget item:

Federal/State

Local Match

Total

*Unit Price:

*Quantity:

Comments:

HIGHWAY SAFETY GRANT APPLICATION

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

* Provide a specific description of this budget item:	Federal/State	Local Match	Total
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* Unit Price:

* Quantity:

Comments:

HIGHWAY SAFETY GRANT APPLICATION

Budget Summary

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

FEIN	Starting Date	Ending Date	Fiscal Year
38-6006933	10/1/2017	9/30/2018	2018

Budget Summary			
Line Item Titles	Federal/State	Local Match	TOTAL
Salary and Wages	\$0	\$0	\$0
Salary Fringe Benefits	\$0	\$0	\$0
Overtime Wages	\$140,711	\$0	\$140,711
Overtime Fringe Benefits	\$33,772	\$0	\$33,772
Contractual Services	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Supplies/Operating	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
SUBTOTAL	\$174,483	\$0	\$174,483
Indirect Cost Rate	\$0		\$0
%			
* Override	\$0		
TOTAL	\$174,483	\$0	\$174,483

* For multiple indirect cost rates, check override box and enter the total indirect cost. Please attach documentation of your calculations.

Budget Category Cost Totals			
Function Titles	Federal/State	Local Match	TOTAL
Personnel Costs	\$174,483	\$0	\$174,483
Contractual Services	\$0	\$0	\$0
Operating Costs	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Indirect	\$0		\$0
TOTAL	\$174,483	\$0	\$174,483

Approved Indirect Cost Rate (if applicable)

HIGHWAY SAFETY GRANT APPLICATION
Multi-Agency Project: Grand Rapids Police Department
FY 2018

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

The undersigned individuals authorized to represent the participating agencies in this grant project have reviewed the OHSP Grant Management Requirements (found in the Forms Menu, titled Grant Management Requirements) and agree to comply with all conditions and requirements set forth.

* Name	David Rahinsky
* Title	Chief of Police
* Agency	Grand Rapids Police Department
* Address	1 Monroe Center NW
* City	Grand Rapids
* State	Michigan
* Zip Code	49503 -
* Email	drahinsky@grcity.us
* Telephone	616-456-3400
Fax	

HIGHWAY SAFETY GRANT APPLICATION
Multi-Agency Project: Grandville Police Department
FY 2018

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

The undersigned individuals authorized to represent the participating agencies in this grant project have reviewed the OHSP Grant Management Requirements (found in the Forms Menu, titled Grant Management Requirements) and agree to comply with all conditions and requirements set forth.

* Name	Dan Steere
* Title	Chief of Police
* Agency	Grandville Police Department
* Address	3161 Wilson Avenue SW
* City	Grandville
* State	Michigan
* Zip Code	49418 -
* Email	steered@cityofgrandville.com
* Telephone	616-538-6110
Fax	

HIGHWAY SAFETY GRANT APPLICATION
Multi-Agency Project: Kent County Sheriff's Department
FY 2018

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

The undersigned individuals authorized to represent the participating agencies in this grant project have reviewed the OHSP Grant Management Requirements (found in the Forms Menu, titled Grant Management Requirements) and agree to comply with all conditions and requirements set forth.

* Name	Larry Stelma
* Title	Sheriff
* Agency	Kent County Sheriff's Department
* Address	701 Ball NE
* City	Grand Rapids
* State	Michigan
* Zip Code	49503 -
* Email	larry.stelma@kentcountymi.gov
* Telephone	616-632-3100
Fax	

HIGHWAY SAFETY GRANT APPLICATION
Multi-Agency Project: Kentwood Police Department
FY 2018

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

The undersigned individuals authorized to represent the participating agencies in this grant project have reviewed the OHSP Grant Management Requirements (found in the Forms Menu, titled Grant Management Requirements) and agree to comply with all conditions and requirements set forth.

* Name	Tom Hillen
* Title	Chief of Police
* Agency	Kentwood Police Department
* Address	4742 Walma SE
* City	Kentwood
* State	Michigan
* Zip Code	49512 -
* Email	hillent@ci.kentwood.mi.us
* Telephone	616-698-6460
Fax	

HIGHWAY SAFETY GRANT APPLICATION
Multi-Agency Project: Rockford Department of Public Safety
FY 2018

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

The undersigned individuals authorized to represent the participating agencies in this grant project have reviewed the OHSP Grant Management Requirements (found in the Forms Menu, titled Grant Management Requirements) and agree to comply with all conditions and requirements set forth.

* Name	David Jones
* Title	Chief of Police
* Agency	Rockford Department of Public Safety
* Address	7 South Monroe
* City	Rockford
* State	Michigan
* Zip Code	49341 -
* Email	djones@rockford.mi.us
* Telephone	616-866-9557
Fax	

HIGHWAY SAFETY GRANT APPLICATION
Multi-Agency Project: Walker Police Department
FY 2018

Project Title: Kent County Traffic Enforcement
Applicant: Wyoming Department of Public Safety

The undersigned individuals authorized to represent the participating agencies in this grant project have reviewed the OHSP Grant Management Requirements (found in the Forms Menu, titled Grant Management Requirements) and agree to comply with all conditions and requirements set forth.

* Name	Greg Long
* Title	Chief of Police
* Agency	Walker Police Department
* Address	4343 Remembrance Road NW
* City	Walker
* State	Michigan
* Zip Code	49534 -
* Email	glong@ci.walker.mi.us
* Telephone	616-453-5441
Fax	

HIGHWAY SAFETY GRANT APPLICATION

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

*** Document Name:**

Mandatory enforcement period

Elective enforcement period

*** Agencies Involved**

*** Date**

*** Enforcement Type**

*** Total Hours**

Other:

GRANT MANAGEMENT REQUIREMENTS

1. All correspondence to the Office of Highway Safety Planning (OHSP) regarding this project shall include the project number, example: OP-18-01.
2. A change in Project Director, Agency Contact, Financial Officer, Authorizing Official, addresses, or telephone numbers requires written notification to OHSP. These changes must also be made to the web based grant application.
3. OHSP may conduct a monitoring review of this highway safety grant. The purpose of this review is to determine adherence to stated project objectives, to review financial procedures, and to ensure compliance with grant requirements. All grantees are expected to cooperate with all reasonable requests for information as part of the Monitoring Review process.
4. All published reports generated from this project must include the following disclosure statement:

This report was prepared in cooperation with the Michigan Office of Highway Safety Planning and U.S. Department of Transportation, National Highway Traffic Safety Administration. The opinions, findings, and conclusions expressed in this publication are those of the author(s) and not necessarily those of the Michigan Office of Highway Safety Planning or the U.S. Department of Transportation, National Highway Traffic Safety Administration.

5. The grantee agrees to ensure that no person in the United States shall, on the grounds of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability, political affiliation or beliefs, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program. The grantee shall adhere to all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to, the following:

- a. The grantee will comply with all state and federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- b. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended. This act prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status.
- c. The grantee's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D)).

6. Debarment and Suspension:

By signing and submitting this proposal, the prospective lower tier participant (grantee) is providing the certification set out below.

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant (grantee) shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant (grantee) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- d. The prospective lower tier participant (grantee) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- e. The prospective lower tier participant (grantee) further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," (see below) without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- h. Except for transactions authorized under paragraph d. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

- a. The prospective lower tier participant (grantee) certifies, by submission of this proposal, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from participation in this transaction by any Federal department or agency.

- b. Where the prospective lower tier participant (grantee) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

7. Restriction on Federal Lobbying:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying:

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

8. Business Integrity Clause:

The Agency may immediately cancel the grant without further liability to the Agency or its employees if the grantee, an officer of the grantee, or an owner of a 25 percent or greater share of the grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Agency, reflects on the grantee's business integrity.

9. Indemnification:

- a. To the extent allowable by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the grantee in

the performance of this agreement shall be the responsibility of the grantee, and not the responsibility of OHSP, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the grantee, any subcontractor, anyone directly or indirectly employed by the grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the grantee or its employees by statute or court decisions.

- b. To the extent allowable by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction, to be carried out by OHSP in the performance of this agreement shall be the responsibility of OHSP and not the responsibility of the grantee if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any OHSP employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies (OHSP) or employees as provided by statute or court decisions.
- c. To the extent allowable by law, in the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and OHSP in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the grantee and OHSP in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the State, its agencies (OHSP) or their employees, respectively, as provided by statute or court decisions.

10. The grantee agrees to abide by the Federal Drug-Free Workplace Act of 1988 (49 CFR Part 29 Sub-part F).

11. For Federally Funded Grants:

- a. **Buy America Act:** Only items produced in the United States may be purchased with federal funds unless the State can show that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and are of an unsatisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to OHSP for approval by the appropriate governing authority.
- b. **The Hatch Act:** OHSP grantees and sub-grantees will comply with the provisions of 5 USC §§ 1501-1508 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Offices, or Employees."

GENERAL PUBLIC INFORMATION AND EDUCATION REQUIREMENTS

1. All original electronic files including designs, concepts, photographs, video, and audio financed with grant funds shall be delivered to OHSP by an agreed upon due date between OHSP and the grantee/contractor. The items will remain the property of OHSP and shall not be subject to copyright protection by the vendor or their agents. Items will be submitted to OHSP immediately after production of the item. **OHSP will hold the final grant reimbursement until all of the above items have been submitted.** The grantee shall not enter into an agreement that includes any time limits on rights for music, talent, artwork, or photographs. The grantee shall inform all vendors, subcontractors, or their agents of this requirement before authorizing work to be performed.

2. All printed public information and education materials and videos are required to contain logos as designated by OHSP, which are available in electronic formats upon request. See printing requirements below for more details. Audio materials must include an OHSP tag line, (see State of Michigan Printing Requirements #3 below.) All materials, including audio and video materials and scripts must be submitted for review and approval by OHSP prior to production.

3. All videos, print photography, or graphics shall depict drivers and passengers to be properly restrained by seat belts or child passenger safety devices unless the lack of restraints is for demonstration or educational purposes.

4. Messaging costs which are of a public relations nature and designed in-whole or in-part to promote either an individual or an agency is prohibited and not eligible for reimbursement.
5. Closed Captioning: All DVDs must be closed captioned. This includes any online videos.
6. Social Media Use and Approval: The creation of social media accounts such as Facebook and Twitter for state or federally funded grants and projects require prior approval from OHSP before release to the public.
7. The purchase of program advertising space by grantees on TV, radio, magazines, newspapers, billboards, etc., may be approved on a case-by-case basis.

STATE OF MICHIGAN PRINTING REQUIREMENTS

1. The following items require the prior approval of your OHSP program coordinator:
 - flyers, posters, brochures
 - annual reports
 - newsletters
 - printing projects that include silk screened folders or binders, die-cut folder or covers, holograms, foil printing, embossing, or engraving
2. Paper stock shall be standard sizes, as unusual size or special-order paper stock is more expensive than standard sizes and results in additional waste.
3. For State/Federally Funded Grants:
The following tagline shall be placed on all printed public information and education materials:
"This material was developed through a project funded by the Michigan Office of Highway Safety Planning and the U.S. Department of Transportation."

COPIES

1. OHSP will require one electronic copy of any publication produced with traffic safety grant funds if print copies are not available or if the items are not distributed statewide, and it is not available online. The copy can be submitted via email, CD, or flash drive.
2. OHSP will require fifteen copies of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. These copies are distributed throughout the state of Michigan's library system:
 - annual reports
 - manuals, handbooks, and training materials
 - news releases
 - statistics
3. OHSP will require three copies of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. These copies are housed as part of the state of Michigan's library system:
 - posters
 - brochures
 - flyers
4. If the publication is available on a publicly accessible website, no printed copy is required. However; an email which includes a link to the document must be provided to OHSP. The State of Michigan's library system will then include it in its digital archive.

PROGRAM REQUIREMENTS

1. Progress reports are required to be submitted throughout the grant period. The due dates for these reports are

specified in the grant approval letter and must be submitted online. Reports shall describe activities undertaken to accomplish each project goal, reason for non-activity if necessary, activities planned for the next quarter and obstacles encountered or anticipated. Progress reports must be submitted in order for OHSP to process financial reimbursement.

2. The final progress report is due on the date stated in the grant approval letter and shall include a summary of all activities and accomplishments for the entire grant period. Include the following information in the project summary:

- a. A list of significant accomplishments or activities of this project that addressed the project objectives.
- b. A summary of how this project impacted the initial stated problem.
- c. If no activity took place, a report must be submitted stating as such.

3. Out-of-state travel requires prior written approval by the OHSP Division Director. A written request shall be submitted on the form provided. **Requests shall be submitted at least 30 days in advance of anticipated travel.** Financial commitment (i.e. travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to OHSP approval.

4. If a project modification is required, the grantee shall contact the OHSP program coordinator for prior approval.

5. For Overtime Traffic Enforcement Grants Only:

- a. The grantee shall verify all officers working OHSP federally funded overtime have completed the NHTSA-International Association of Chiefs of Police (IACP) approved Standardized Field Sobriety Testing (SFST) curriculum.
- b. Law enforcement agencies shall adopt the IACP model policy on seat belt use or have a written policy in place requiring the use of seat belts by all employees and passengers in department vehicles.
- c. All law enforcement officers participating in an OHSP grant-funded traffic enforcement detail shall wear a properly fastened seat belt in accordance with State law. Officers found in violation of this requirement while working a grant-funded detail may be ineligible for funding reimbursement from OHSP.
- d. Law enforcement agencies shall adopt the IACP guidelines on vehicle pursuits or have a written policy in place.
- e. Traffic enforcement activity data shall be submitted to OHSP within five days of the conclusion of the enforcement period. Agencies shall use the Enforcement Report connected to the web-based grant system.
- f. Only Michigan Commission On Law Enforcement Standards certified police officers or Michigan State Police Motor Carrier officers shall be used on enforcement projects.
- g. Use of part-time officers on enforcement projects is restricted and must comply with OHSP policy. **PRIOR APPROVAL IS REQUIRED.** Contact OHSP for a copy of this policy.
- h. Grant funds **CANNOT** be used for activities such as traffic control, motorcades, and dignitary protection. OHSP grant funds can only be used for activities approved in the grant.
- i. If a police emergency occurs requiring officers on a grant-funded detail to respond, officers shall have up to one hour to respond and return to the detail. If officers must remain beyond the hour or additional emergencies

arise during this detail, the time charged to the grant ceases immediately and the agency shall incur the costs.

- j. Traffic enforcement shifts shall be scheduled for a minimum of two consecutive hours.
- k. Traffic enforcement efforts shall be publicized by supporting media events as requested by OHSP.
 - The grantee shall assist OHSP with media events that will be conducted locally.
 - Banners or other signage provided by OHSP shall be displayed when patrols are conducted.
- l. Grantees and contractors acting as a project director of a multi-agency grant must provide the participating agencies/sub-contractors with a copy of these Grant Management Requirements.
- m. A daily activity log with a listing of activities performed must be completed for all time requested for reimbursement. It must include the following information in the body of the document to be acceptable documentation:
 - The start time of the grant-funded enforcement detail.
 - A brief description of every stop.
 - The end time of the grant-funded detail.
 - All grant time must be accounted for. **Time must be documented at a minimum of every hour, regardless of whether a traffic stop is made.** This includes time spent on traffic stops, arrest, transporting and lodging of arrested subjects, report writing, serving as "zone spotters".

6. For Underage Drinking Enforcement Grants Only:

- a. Law enforcement agencies shall adopt the IACP model policy on seat belt use or have a written policy in place requiring the use of seat belts by all employees and passengers in department vehicles.
- b. Law enforcement agencies shall adopt the IACP guidelines on vehicle pursuits or have a written policy in place.
- c. Underage drinking enforcement activity data shall be submitted to OHSP on a quarterly basis either in MAGIC+ or to the OHSP program coordinator via e-mail, mail or fax. Agencies shall use the UAD Enforcement Report form provided by the OHSP program coordinator.
- d. Only Michigan Commission On Law Enforcement Standards (MCOLES) certified police officers shall be used on enforcement projects.
- e. Use of part-time officers on enforcement projects is restricted and must comply with OHSP policy. **PRIOR APPROVAL IS REQUIRED.** Contact OHSP for a copy of this policy.
- f. Grant funds **CANNOT** be used for activities such as traffic control, motorcades, and dignitary protection. OHSP grant funds can only be used for activities approved in the grant.
- g. If a police emergency occurs requiring officers on a grant-funded detail to respond, officers shall have up to one hour to respond and return to the detail. If officers must remain beyond the hour or additional emergencies arise during this detail, the time charged to the grant ceases immediately and the agency shall incur the costs.
- h. All law enforcement officers participating in an OHSP grant-funded enforcement detail shall wear a properly fastened seat belt in accordance with State law. Officers found in violation of this requirement while working a grant-funded detail may be ineligible for funding reimbursement from OHSP.
- i. The grantee must keep track of funds spent. In some cases, multiple funding sources are assigned to law enforcement grants. In these situations, the grantee must assign, document, and monitor expenditures to each designated funding source separately for underage drinking enforcement, seat belt enforcement, and impaired

driving enforcement. These federal funding sources may not be used interchangeably. In the event the grantee overspends, the difference will need to be covered by the grantee. Additional funding will not be provided to support overspending of any federal or State program.

GENERAL FINANCIAL REQUIREMENTS

1. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside of the grant period will not be reimbursed. **Costs cannot EXCEED the approved grant award.**
2. Goods purchased through the grant shall be received in acceptable condition. If goods are not received in acceptable condition within thirty (30) days prior to the grant ending date, the grantee shall contact the OHSP program coordinator.
3. The grantee shall use generally accepted accounting principles.
4. Costs charged to this grant cannot be charged to any other program. Law enforcement agencies cannot offer comp time in lieu of overtime pay.
5. All costs shall be actual and supported by source documentation. Financial reimbursement will be delayed until all backup documentation is received by OHSP. A document entitled "Acceptable Backup Documentation for Federal Cost Claims" is available from OHSP to assist with identifying adequate backup documentation. OHSP utilizes this guidance for all grant recipients regardless if the source is federal or state grant funds.
6. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the OHSP regardless of the dollar amount. In addition, grantees receiving funds from OHSP for multiple grant projects must have a separate account for each grant project. It is the responsibility of the lead agency to insure that all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by OHSP.
7. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments, or erroneous charges.
8. The following deviations from the approved budget require **PRIOR approval from OHSP**:
 - a. A specific item of cost not included in the approved budget.
 - b. An increase in the number of a specific item over and above the total authorized.
 - c. A transfer between major budget categories in excess of 10 percent of the category being increased.
9. Procurement Methods:
 - a. Competition: Grantees shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open, and free competition. Maximum, open, and free competition shall be assured through the distribution of an adequate number of proposal solicitations.
 - b. Small Purchase Procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) Buy America Act qualified sources.

c. **Competitive Bids:** For purchases over \$25,000, the grantee shall follow their competitive bid process providing it is at least as restrictive as the process required by the State of Michigan and complies with the Buy America Act. The grantee or their contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement. In those instances where three (3) bids have not been received, a full explanation, along with the names and addresses of those firms and individuals requested to bid, and including reasons why agencies failed to bid, must be forwarded to OHSP for approval **prior** to awarding a contract.

10. Documentation for costs shall be maintained for three years following final reimbursement.

11. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the grantee from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to OHSP, unless prior permission is obtained from OHSP to use the funds for other traffic safety projects. Contact OHSP for further information.

12. **General Cost of Business (formerly referred to as Supplanting):** The replacement of routine and/or existing expenditures with the use of state or federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency or other grantee is considered to be general cost of business and is not allowable.

The sub-grantee shall not use grant funds to supplant state or local funds, or, other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging the grant position.

The Financial Officer or Authorizing Official's straight time costs may not be funded under this grant.

COST REIMBURSEMENT

1. All OHSP projects are based on the cost reimbursement concept; i.e., state, local, or private funds shall be expended before reimbursement is provided.

2. Reimbursement is based on submission of progress and financial reports. All requested information should be submitted electronically through the web-based application whenever possible. Otherwise backup information may be submitted via US mail, by fax, or by email. A financial report submitted to OHSP by a grantee shall contain the following to be considered complete:

- a. Electronic signatures for the agency's Financial Officer or Project Director.
- b. A copy of a report for the current period generated by the grantee's official accounting system which shows a description of the item and the actual amount spent. Some examples of acceptable reports include a detailed general ledger, a transaction ledger, a payroll journal, or a detailed budget/expenditure report. The report must match the amount being requested for reimbursement.
- c. For enforcement grants: Officer names, dates, and amounts paid for each agency participating in grant funded patrols.
- d. For non-enforcement grants with personnel costs: Activity logs as described in "Personnel Costs" under "Budget Cost Category Requirements."
- e. Copies of invoices must be included.

f. Additional documentation as requested by OHSP.

3. Financial reports are due, at a minimum, on a quarterly basis. Financial report due dates are specified in the grant approval letter. Financial reports must be submitted even when the project experiences no costs. In this case, a "zero" Financial report shall be submitted. The submission of financial reports is mandatory and non-compliance can result in termination of the grant.

4. The Project Director shall ensure that financial reports are submitted in compliance with reporting deadlines. If the financial report is submitted electronically without backup documentation, the financial report is not considered submitted and the grantee will receive a delinquent letter stating the same.

5. A delay in submitting support documentation may result in the suspension of all grant activity.

6. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

BUDGET COST CATEGORY REQUIREMENTS

(PLEASE REFER TO THE FOLLOWING FOR SPECIFIC REQUIREMENTS OF BUDGET COST CATEGORIES. ONLY REQUIREMENTS FOR COST CATEGORIES CONTAINED WITHIN YOUR APPROVED GRANT BUDGET APPLY.)

PERSONNEL COSTS

1. Payments for salaries and wages shall be supported by a time and attendance report, based on an after-the-fact distribution of time, which shows details of the activities performed.

For enforcement grantees (including sub-grantees) - A daily activity log with a listing of activities performed must be completed for all time request for reimbursement. It must include the following information in the body of the document to be acceptable documentation:

- The start time of the grant funded enforcement detail.
- A brief description of every stop.
- The end time of the grant-funded detail.
- All grant time must be accounted for. This includes time spent on traffic stops, arrests, transporting and lodging of arrested subjects, report writing, and serving as "zone spotters".

The time on the daily must match the hours requested for reimbursement and supervisor approval must be documented electronically or in writing. If supervisors' approval is given by means other than a signature on the daily, explanation of the approval process must be provided at the time of grant monitoring.

For non-enforcement grantees - Grantees must maintain activity logs which document the actual amount of time spent on the grant project and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial reimbursement request.

2. Reimbursement for wages and fringe benefits shall be based on actual costs NOT budgeted rates. Only those fringe benefit costs that actually increase as a result of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include FICA, workers comp, and retirement, but if any of these costs are structured so that they don't increase with overtime, they cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50% of the position is grant funded, 50% of the fringes benefits can be claimed.) Fringe benefit rates must be reasonable and in accordance with federal cost principles.

3. The rate of pay for grant-funded enforcement shall be determined according to the grantee's policy, contract, or employment agreement. Overtime rates must be applied consistently to all activities of an agency - higher rates may not be established just for federal grants.

4. Agencies shall comply with all state labor laws.

CONTRACTUAL SERVICES

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. All grantees or sub-grantees awarding contracts or sub-contracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18-Uniform Administrative Requirements For Grant And Cooperative Agreements To State And Local Governments, §18.36 Procurement. A copy of the contract shall be submitted to OHSP when available.

NOTICE: All contracts for the purpose of developing public information materials (print, audio, or video) must be submitted to the appropriate OHSP program coordinator for review PRIOR to entering into the contractual agreement with the vendor.

OPERATING COSTS

1. Only eligible operating costs specifically listed in the approved grant budget will be reimbursed.

2. Automotive expenses submitted shall be based on actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times a mileage rate. The rate will be determined when the grant is approved, but will generally be the IRS business mileage rate. With prior approval, reimbursement may be allowed based on the actual costs incurred for gasoline, maintenance, insurance, and other vehicle expenses.

3. Out-of-state travel funded by federal; grant funds requires prior written approval by the OHSP Division Director. A written request shall be submitted on the form provided. **Requests shall be submitted at least 30 days in advance of anticipated travel.** Financial commitment (i.e. travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to OHSP approval.

4. Postage, telephone, and grant-related travel costs shall be documented by log or meter and submitted with the reimbursement request.

EQUIPMENT

1. Only eligible equipment specifically listed in the equipment section of the approved grant budget will be reimbursed. Equipment costs shall be reimbursed according to the match requirements as specified in the approved grant budget.

2. Equipment purchases shall be initiated within the time period specified in the approved grant. "Initiated" means bids were solicited, accepted, and items have been ordered. If there is a reason a grantee is unable to meet this requirement, the OHSP program coordinator shall be contacted immediately.

3. Equipment purchased through this grant shall be used only for highway safety activities throughout its useful life.

4. If the equipment is disposed of, or ceases to be used for highway safety activities, and the equipment is determined to have a Current Fair Market Value of \$5,000 or more, OHSP reserves the right to retain or transfer title to all items. OHSP may allow the holder of the equipment to retain title of the equipment and reimburse the federal or State share of the fair market value of such equipment. The Current Fair Market Value shall be determined as follows:

- a. Appraisal by an independent source with expertise in valuation of similar items is the preferred method of valuation for equipment.

- b. For vehicles, Kelly Blue Book values may be used when taking into consideration the physical condition of the vehicle.
- c. If a fair market value based on appraisal or Kelly Blue Book values cannot be determined, the value may be based on IRS depreciation schedules. Only straight line depreciation may be used.

INDIRECT COSTS

Indirect costs cannot be specified in all situations because of the diverse characteristics and accounting practices of governmental units. Typical examples of indirect costs may include certain state/local central service costs, general administration of the grantee department or agency, accounting and personnel services performed within the grantee department or agency, depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, etc. Indirect costs shall be provided at a negotiated rate mutually acceptable to the grantee and OHSP.

The indirect cost rate shall be developed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Super Circular) and shall be supported by the grantee's central service cost allocation plan or its equivalent. The indirect cost rate must be approved by the grantee's federal cognizant agency, with written documentation maintained by the grantee. If the grantee does not have a federal cognizant agency, OHSP will serve in this capacity.

TERMINATION

OHSP retains the right to terminate a grant for failure to meet the grant management requirements. When a grant is terminated by OHSP, the grantee shall not be eligible to seek grant funding for a period of two years. In order to obtain a grant after the two-year period, the grantee will be required to submit written assurance that the identified deficiencies have been corrected. Additionally, the agency may be required to submit monthly financial reports to allow for increased financial monitoring.

Project Director Agreement *(required to submit Draft Application):*

- ✓ [Click here to affirm that you have read and agree to comply with the Grant Management Requirements.](#) *

Authorized Official Agreement *(required to submit Final Application):*

- ✓ [Click here to affirm that you have read and agree to comply with the Grant Management Requirements.](#) *

HIGHWAY SAFETY GRANT APPLICATION

Certification

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

CERTIFICATION BY PROJECT DIRECTOR

I certify and agree that a grant received as a result of this application is subject to the general requirements governing Office of Highway Safety Planning projects and Grant Management Requirements, including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that funds received through OHSP will not be used to supplant state or local funds.

NAME Lt. Mark Easterly	TITLE Lieutenant
ADDRESS 2300 Dehoop SW Wyoming Michigan-49509	
AGENCY Wyoming Department of Public Safety	PHONE NUMBER 616-530-7308
FAX NUMBER	EMAIL ADDRESS easterlym@wyomingmi.gov

AGENCY CONTACT PERSON
(if different than grant Project Director)

NAME	TITLE
ADDRESS	
AGENCY	PHONE NUMBER
FAX NUMBER	EMAIL ADDRESS

HIGHWAY SAFETY GRANT APPLICATION

Certification

FY 2018

Project Title: Kent County Traffic Enforcement

Applicant: Wyoming Department of Public Safety

CERTIFICATION BY FINANCIAL OFFICER

I certify and agree that a grant received as a result of this application is subject to the general requirements governing Office of Highway Safety Planning projects and Grant Management Requirements, including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that funds received through OHSP will not be used to supplant state or local funds.

NAME Kate Balfort	TITLE Accountant
ADDRESS 1155 28th Street SW Wyoming Michigan-49509	
AGENCY City of Wyoming	PHONE NUMBER 616-261-3548
FAX NUMBER	EMAIL ADDRESS balfortk@wyomingmi.gov

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN

I certify and agree that a grant received as a result of this application is subject to the general requirements governing Office of Highway Safety Planning projects and Grant Management Requirements, including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that funds received through OHSP will not be used to supplant state or local funds.

NAME Mr. Curtis Holt	TITLE City Manager
ADDRESS 1155 28th St. SW Wyoming Michigan-49509	
AGENCY City of Wyoming	PHONE NUMBER 616-530-7272
FAX NUMBER 616-530-3178	EMAIL ADDRESS holtc@wyomingmi.gov

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE A CONTRACT AMENDMENT FOR
FRANKLIN PARTNERS, L.L.C. FOR 300 & 301 36TH STREET SW (SITE 36)

WHEREAS:

1. The City of Wyoming, City of Wyoming Brownfield Redevelopment Authority and Franklin Partners, L.L.C entered into a Development Agreement (the “**Agreement**”) on October 6, 2016 for the property located 300 36th St SE, Wyoming (Site 36).
2. The option in the Agreement was set to expire on October 2, 2017, at which time the Agreement would be reviewed.
3. The City of Wyoming and its Brownfield Redevelopment Authority are satisfied with the efforts of Franklin Partners, L.L.C. and believe it is in the best interest of the City to extend the option.
4. The City of Wyoming Brownfield Redevelopment Authority passed a resolution to extend the option for Franklin Partners, L.L. C. at their meeting on October 23, 2017.
5. The City of Wyoming, City of Wyoming Brownfield Redevelopment Authority and Franklin Partners, L.L.C wishes to amend the Agreement by extending the option in paragraph 3(A) from October 2, 2017 to October 2, 2018. All other terms and conditions of the Agreement shall remain the same.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached amendment to extend the Agreement from October 2, 2017 to October 2, 2018 with Franklin Partners, L.L.C. on behalf of the City of Wyoming.

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 November 6, 2017.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Amendment to Development Agreement

Original Development Agreement

STAFF REPORT

Date: October 31, 2017
Subject: Site 36 – Extension of Partnership with Franklin Partners
From: Megan Sall, Assistant City Manager

Recommendation:

Staff recommends approval of a one year extension of the development agreement with Franklin Partners for 300 & 301 36th Street SW (SITE 36). This recommendation follows review and approval of the extension by the Brownfield Redevelopment Authority at their meeting on October 23, 2017.

Sustainability Criteria:

Environmental Quality – Approval of this extension will not affect the environmental quality of the community.

Social Equity – Approval of this extension will ideally lead to the identification of a user for Site 36, thereby bringing jobs and investment that will be accessible for all residents in the City of Wyoming.

Economic Strength – Approval of this extension ideally lead to a significant investment in jobs, real and personal property at Site 36. These investments will serve to strengthen the City's tax base, as well as the overall business community in Wyoming.

Discussion:

In October of 2016, the City of Wyoming entered into a partnership agreement with Franklin Partners for the redevelopment of Site 36. As set forth in the agreement, Franklin Partners was charged with identifying and marketing to potential users, with the hopes of locating a new business at the site. The agreement was set to expire after one year, at which time an extension would be considered.

Following a year of activity, no users have been confirmed for the site. However, staff believe Franklin Partners has made a good faith effort to market the site and court potential occupants. In addition to various factors, the high cost of construction is a major barrier for new build at this time.

Staff are requesting a one-year extension for Franklin Partners in order to allow them to continue pursuing the highest and best use for Site 36 in partnership with the City. No other changes will be made to the agreement.

AMENDMENT TO DEVELOPMENT AGREEMENT

The Development Agreement dated October 3, 2016, among the City of Wyoming Brownfield Redevelopment Authority, the City of Wyoming, and Franklin Partners, L.L.C., (the “**Agreement**”) is amended by extending the option in paragraph 3(A) from October 2, 2017 to October 2, 2018. All other terms and conditions of the Agreement shall remain the same.

CITY OF WYOMING BROWNFIELD
REDEVELOPMENT AUTHORITY

FRANKLIN PARTNERS, L.L.C.

By: _____
Tom Brann, Chair

By: _____
Donald J. Shoemaker, Manager

By: _____
Megan Sall, Secretary

Date signed: November __, 2017

Date signed: November __, 2017

CITY OF WYOMING

By: _____
Jack Poll, Mayor

By: _____
Kelli VandenBerg, Clerk

Date signed: November __, 2017

GRAPIDS 57721-1 471757v1

DEVELOPMENT AGREEMENT

This Development Agreement is made as of October 3, 2016, among the City of Wyoming Brownfield Redevelopment Authority, a Michigan public body corporate, of 1155 28th Street SW, Wyoming, MI 49509 (the "**Authority**"), the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509 (the "**City**"), and Franklin Partners, L.L.C., a Illinois limited liability company, with local offices at 99 Monroe Ave NW, Suite 102, Grand Rapids, MI 49503 (the "**Developer**").

RECITALS

- A. The Authority owns approximately 87 acres of industrial real property located along either side of 36th Street east of Clay Avenue in the City between a railroad track on its west and Buchanan Street on its east, as generally depicted on the attached **Exhibit A**, having the street addresses of 300 and 301 36th Street, SW and marketed as "Site 36" (the "**Property**").
- B. The Property abuts a railroad so it has railroad access, is within a few blocks of the US-131 – 36th Street exit (which exit is within a few miles of the US-131 – M-6 interchange), is served by roads designed and built for commercial truck traffic, has available City water and sanitary sewer service, has available natural gas service, and has an electric substation within it with possible connection to lines along its perimeter so it can be provided redundant electric power (the "**Property's Industrial Amenities**").
- C. Due to the presence of certain substances in the Property's soils and groundwater, a declaration of restrictive covenant has been recorded that, upon completion of certain environmental remedial actions and other evaluations will be replaced by an amended declaration of restrictive covenant that will limit uses of the Property and impose certain obligations on owners of the Property (the "**Restrictive Covenant**").
- D. The Authority's and City's primary **goals for the Property** have been to ensure (i) site environmental clean-up which has largely been accomplished by predecessors in title though as noted above, the Property will be subject to certain environmental requirements, (ii) development that is an attractive asset to the City and its immediate vicinity, (iii) quality, family-supporting jobs and tax base on the Property, and (iv) appropriate use of the Property's Industrial Amenities.
- E. Toward those goals, the Authority and City believe the Property's best use may be by one or a very few larger businesses, rather than development as an industrial park occupied by smaller businesses.
- F. The Authority, with the City's consent, has listed the Property for sale with NAI Wisinski of West Michigan, Inc. (the "**Seller's Broker**").
- G. The Developer is in the business of developing and redeveloping real property and has proposed an arrangement with the Authority and the City to provide a comprehensive, multi-faceted approach to marketing and developing the Property consistently with the **Authority's and City's vision** for its development indicated in the preceding paragraphs D and E that includes (i) some site improvements to improve the appearance of the Property, (ii) advanced concepts for an aggressive re-branding and marketing campaign that will include renderings to help prospective occupants visualize their business on the Property, (iii) services of the Developer's experts to provide site and building planning for prospective occupants, (iv) detailed assistance to prospective occupants for staging their relocation, (v) incorporating the requirements of the Restrictive Covenant's into development plans, and (vi) building to suit either for lease or purchase.
- H. While others that City representatives have communicated with indicated they can provide similar services, none voluntarily said how it would and, even when questioned, did not say how it would do so.
- I. After considering the Developer's proposal and the Developer's West Michigan development record, the Authority and the City have concluded the Developer's proposed approach to developing the Property will accelerate its development consistent with Authority's and City's vision.
- J. The Developer has indicated that its success will require it to have general control of the Property, subject to a collaborative process for Authority and City approval of any development on the Property.

TERMS AND CONDITIONS

1. Collaboration. The parties wish to ensure the success of their partnership in the development of the Property with appropriate planning, budgeting and communication.

A. Within 30 days of the date of this Agreement, representatives of the parties will meet as necessary to jointly develop the following:

1. A conceptual profile of the ideal Site 36 occupant(s), including some acceptable alternatives, consistent with the Authority's and City's vision for the Property (the "**Profiled Occupant**"). This will not preclude consideration and approval of different opportunities, but will be used to (i) assure the parties share a development vision and, therefore minimize the possibility the Planning Commission, City Council or Authority Board will decline to approve a proposed occupant, sale, site plan, or other development opportunity.

2. Plans for initial site improvements needed to enhance marketing efforts and the Developer has proposed that the Authority or the City fund those initial improvements. It is anticipated that the site improvements may entail removal of the overhead walkway, signage, and brush and performance of fence repair.

3. An initial re-branding and marketing plan for the Property. The plan will detail the anticipated printed materials, social media efforts, website materials, events, and other aspects of the re-branding and marketing effort, along with a tentative schedule, persons responsible for various components, persons participating in various components and any other details for a successful effort.

B. The parties will also, within that same time, develop an initial budget to implement the plans prepared pursuant to subsections 1.A.2 and 1.A.3. The budget shall include a designation as to which of the parties will be paying or incurring costs. If the costs to be incurred by the Authority or the City will, when added together, total more than \$50,000, approval of the Authority Board and City Council will be required.

1. The Authority shall pay 100% of the costs for site improvements.

2. The Developer shall pay 50% of the costs for re-branding and marketing the Property as provided in subsection 1.A.3 and the City or the Authority will pay the remaining 50% of those costs.

3. Costs to be paid pursuant to subsections 1.B.1 and 1.B.2 shall be actual out-of-pocket expenses without any mark-up or multiplier and shall not include any party's personnel costs or the costs of any equipment that is owned by any party or leased by any party for use other than for this project.

2. Implementation. The Developer will be responsible for implementing the plans developed pursuant to section 1. The Authority and City will participate only as agreed upon during the planning or as they otherwise agree to participate at the Developer's request.

A. The City and the Authority will refer all inquiries about the Property, its development, or its marketing to the Developer.

B. Neither the City nor the Authority shall comment on any aspect of the Property, any party interested in the Property, any event or occurrence related to the Property, or in response to any statement or inquiry about the Property except after contact with and in collaboration with the Developer.

C. The Developer will coordinate with the efforts of The Right Place to market and interest parties in the Property. The City and Authority will inform The Right Place and the Seller's Broker to refer to the Developer all parties who may be interested in acquiring part or all of the Property and/or locating their business on the Property.

D. The Developer will promptly verbally inform the City Manager of all parties who have contacted the Developer about the Property. If written communication is requested or needed and

confidentiality is to be maintained, any written communication shall be transmitted only to the legal counsel for the Authority and the City.

E. Authority and City representatives, and their legal counsel, will cooperate with the Developer, as reasonably necessary or helpful to meet with parties interested in the Property, arranging for meeting with The Right Place or state officials to discuss aspects of potential transactions, including possible economic development incentives, and to provide information about the Property.

F. The Developer represents that its personnel, agents or consultants have the expertise and ability to offer and the Developer shall offer to and, when desired by a party interested in the Property, provide (i) suggested placement of the interested party's facility on the Property, (ii) site planning for the interested party's facility on the Property, (iii) building and process design for the interested party's facility on the Property, (iv) elevation and other exterior drawings of a proposed facility for the interested party, (v) logistical support for any needed relocation of the interested party's current operations to the Property, (vi) assistance with environmental consulting to accommodate within the development the restrictions contained in the Restrictive Covenant and any other environmental issues on the Property, (vii) construction services to build to suit the interested party's needs and desires either for purchase or for lease, (viii) needed financing for these services, and (ix) other services reasonably needed or desired by an interested party to facilitate construction and occupancy of a facility on the Property. Notwithstanding the foregoing, Developer shall have no obligation to undertake any activities which Developer, in its sole discretion, believes may render Developer an "operator" or otherwise liable under any applicable environmental law unless Developer is first afforded the opportunity to complete appropriate due diligence and steps to protect itself from liability and afforded the opportunity to obtain economic incentives for the costs of such activities.

3. Option. The Authority grants to the Developer an exclusive option to acquire all or portions of the Property in accordance with the following:

A. The term of the option is one year so it will, unless extended by the parties' mutual written agreement, terminate on October 2, 2017.

B. The consideration paid for the option shall be the Developer's performance of its obligations under this Agreement.

C. The **Purchase Price** for all or a portion of the Property shall be \$70,000 per gross acre, payable in full at closing. The amounts paid by the Developer pursuant to subsection 1.B shall be credited against the Purchase Price at closing.

D. The Option may be exercised as follows:

1. The Developer shall either in a meeting or in writing propose to representatives of the City and the Authority a proposed development of part or all of the Property. That proposal shall:

a. Identify the portion(s) of the Property to be occupied or utilized by the proposed development.

b. Identify the proposed occupant of the Property, describe the types of business in which the proposed occupant is engage, describe the operations anticipated to incur on the Property, list the numbers and types of jobs the proposed occupant will fill on the Property, and provide information about the compensation (including benefits) to be provided those who work within the proposed occupant's facility on the Property.

c. Include a rough sketch of the lay-out of the proposed occupant's facilities on and improvements to the Property.

d. Detail any economic development incentives needed or desired for the proposed occupant's development of the Property.

e. Explain what infrastructure improvements, if any, are needed to accommodate the proposed development, who will construct them, and how their costs will be paid.

f. Demonstrate how the proposed development will comply with zoning, building and other applicable requirements.

- g. Explain what exterior finishes and landscaping will be included in the proposed development.
 - h. Explain how any environmental issues will be addressed.
 - i. Include a proposed, tentative schedule for the development.
 - j. Indicate whether the proposed occupant needs and will use any of the Property's Industrial Amenities.
 - k. Analyze how the proposed occupancy of the Property might affect use of the remainder, if any, of the Property
 - l. Include any other information reasonably desirable to evaluate the proposal's desirability and efficacy.
2. Representatives of the Developer, the Authority and the City will discuss the proposal to determine whether it meets the Authority's and City's vision or is otherwise meritorious, whether questions remain, and whether they might seek any changes in it before presentation to the Authority Board and the City Council for approval.
 3. If the discussion and any subsequent discussions lead to favorable views of the proposal, the transaction will be documented in writing for the consideration and approval of the Authority Board and City Council.
 4. If the Authority Board and City Council approve the transaction, the Developer shall deposit with the Authority an amount equal to 5.0% of the proposed purchase price for the portion of the Property to be involved in the proposed transaction as an **Earnest Money** deposit.
4. Terms of Conveyance. Unless the parties otherwise agree, any documentation of a proposed transaction to be submitted for the approval of the Authority Board and the City Council shall include a purchase agreement for the portion of the property to be occupied by or conveyed to accommodate the proposed occupant which purchase agreement shall include or be subject to the following:
- A. Promptly after approval of the proposed transaction, the Authority will provide a commitment for an owner's policy of title insurance in the amount of the purchase price with standard exceptions from a title insurance company reasonably acceptable to the parties. If the Developer wishes to have any endorsements or waivers of exceptions, the Developer shall pay for them. If the title insurance commitment discloses any matters of title not acceptable to the Developer, the Developer shall notify the Authority in writing about them within 15 days of the Developer's receipt of the title commitment and the survey described in subsection 4.B below. The Authority may, at the Authority's option, cure the title exceptions disclosed by the Buyer within 30 days after the Developer notifies the Authority. If the Seller is unable or elects not to cure the disclosed title exceptions, the Developer may either (i) terminate the proposed transaction and have its Earnest Money returned or (ii) accept such title as the Authority is able to provide, without reducing or abating the purchase price. At the closing, the Authority shall pay the cost of the premium for the Buyer's owner's title insurance policy with standard exception in the amount of the purchase price. Regardless of any other provision of this Agreement, the Restrictive Covenant and a Development Agreement dated March 22, 2011, among the City, the Authority and Thunder Ventures, LLC shall be permitted exceptions to the title.
 - B. The Developer may, at the Developer's expense, obtain any survey of the Property the Developer desires. The Developer will order that survey promptly after approval of the proposed transaction. If within 15 days after the Developer obtains the survey, the Developer notifies the Authority that an encroachment or any other matter shown on the survey may or will, in Developer's judgment, impair the value of the Property or the intended use of the Property, the Authority will have 30 days from the date it is notified in writing by the Developer of the condition(s) of unacceptability to remedy such condition(s). If the Authority fails to remedy the unsatisfactory condition(s) within this time, the Developer will have the same options as provided in subsection 4.A of this Agreement with respect to title exceptions.
 - C. The Property is a "facility" as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20101 *et seq.* ("**Part 201**"), and is subject to

the Restrictive Covenant. As of the closing, the Developer agrees to be bound by and comply with the Restrictive Covenant. The Developer acknowledges that there are certain monitoring activities taking place at the Property, some of which may affect the Property. The Developer acknowledges that the Authority and the City have never been “operators” of the Property, as that term is defined under applicable environmental laws, and that the Authority became an “owner” of the Property, as that term is defined under applicable environmental laws, solely for the propose of acquiring the Property for sale and redevelopment. The Authority and the City make no warranties or representations whatsoever with regard to the environmental condition of the Property. By closing on its purchase of the Property the Developer will be acknowledging that the Authority has adequately disclosed information about the environmental condition of the Property and that the Developer is satisfied with that disclosure.

D. The Developer acknowledges that the Authority and the City make and have made no representations or warranties whatsoever with regard to the condition of the Property, its fitness to any purpose or use and that the Developer accepts the Property on an “as is, where is” basis. The Developer also acknowledges it has the opportunity and is undertaking the sole responsibility to inspect the Property and records concerning the Property and is making its own judgment as to the suitability of the Property for the intended use. The Developer will be accepting title to the Property and the condition of the Property with no recourse against the Authority, the City, or any predecessors in title to the Property for any condition of the Property.

E. The Developer shall have a period of 180 days from the date of the later of the Authority Board’s and the City Council’s approval of the proposed transaction as a **Due Diligence Period** to complete the following:

1. To enter upon the Property and undertake, without any expense to the Authority or the City (except to the extent eligible for tax increment financing, grants or any other incentive through the Authority or the City), any inspections of the Property the Developer wishes to undertake, including, without limitation, any environmental assessments and tests. All physical entry and activity upon the Property by or for the Developer or its employees, agents, contractors or consultants, including environmental consultants (collectively, the “**Agents**”) for any purpose must be performed in a manner that will not unreasonably interfere with the ongoing monitoring being conducted by and on behalf of the RACER Trust (which has the obligation to address environmental issues on the Property). The Developer shall coordinate with the RACER Trust and the Authority before engaging in any boring, excavation or similar activities on the Property. The Developer shall promptly return the Property to substantially its original condition upon completion of such inspections and tests, on an ongoing basis, and repair any and all damage to the Property caused by the Developer or the Agents. The Developer will enter the Property and perform inspections at its own risk and responsibility. The Seller shall extend reasonable cooperation to Developer and the Agents to facilitate such inspections, investigations, appraisals and tests, and grants to the Developer and the Agents the right to gain entry to the Property to survey and inspect the Property and to perform such soil and other engineering tests and studies thereon as Developer reasonably deems necessary or desirable. The Developer will indemnify, defend and hold the City and the Authority, including their respective officers and employees (together, the “**Indemnified Parties**”) harmless from and against any liability, cost, expense or damage for personal injury or property damage incurred by any of the Indemnified Parties as a result of any acts or omissions of the Developer or the Agents in connection with such inspection of and entry on the Property. These indemnity obligations will survive any termination or rescission of the purchase agreement and the closing.

2. Obtain any site plan and other zoning or land use approvals and any building permits needed for the proposed development on the Property. Nothing in this Agreement or in the purchase agreement shall require any City officer, employee, or body, including, without limitation, the City building inspector, Planning Director, Planning Commission, Zoning Board of Appeals or City Council, to approve any plans, re-zonings, zoning ordinance changes, variances or other requests related to the proposed development and use of any portion of the Property. Those officers, employees and bodies shall exercise their functions and discretion in accordance with their duties under applicable laws, ordinances, rules and regulations.

3. Obtain any approvals, permits or licenses needed from any county, state or federal officials, including any approvals from the Michigan Department of Environmental Quality (“MDEQ”) under the Restrictive Covenant and applicable laws, rules and regulations.
 4. Obtain any needed approvals of and commitments from the providers of any utilities needed to serve the proposed development including (i) City water, sanitary sewer and storm water, (ii) electric power, (iii) natural gas, and (iv) telephone and other communications.
 5. Obtain commitments for any needed financing.
 6. Obtain any needed governmental approvals for any desired economic development incentives.
 7. Obtain any needed approvals and agreements for railroad access, curb cuts or other transportation needs for the proposed development.
- F. The purchase agreement shall identify the time period after expiration of the Due Diligence Period within which closing must occur and shall provide that Developer has no obligation to close on the purchase unless Developer shall have satisfied all contingencies to Developer’s satisfaction, in its sole discretion.
- G. At the closing title shall be conveyed by a limited warranty deed. It will restrict the development and use of the Property in accordance with the Restrictive Covenant, this Agreement, and the development and uses specified in the purchase agreement.
- H. Possession will be delivered at closing.
- I. Standard representations and warranties of a buyer and seller in a real estate transaction attesting to their status as entities, needed approvals, no known administrative or litigation actions that would impact the transaction, and no contracts that might affect the transaction.
- J. An explanation and limitation of remedies.
- K. Any conditions to the transaction as the parties might agree are appropriate, such as the terms and conditions for any economic development incentives.
5. Brokers. The Authority shall be solely responsible for any commission due the Seller’s Broker. The Developer shall be solely responsible for any commission due any broker with whom the Developer works.
6. Economic Development Incentives.
- A. The City has a standard formula is applies to requests for property tax abatements and, unless the parties otherwise agree, the City will apply that formula to any request for such abatements.
 - B. A brownfield plan exists for the Property. The Developer has been provided a copy of the brownfield plan. The Authority and the City will consider amendments to the brownfield plan if (i) there is demonstrated need for tax increment financing or other incentives that may be available under 1996 PA 381, as amended, and the MEDC agrees there is such need, (ii) the tax base to be created by the project will support the incentives, and (iii) the numbers of jobs, types of jobs, and compensation paid for the jobs justifies such incentives.
 - C. Other incentives may be available from the MEDC and Michigan Strategic Fund. The Authority and the City will consider seeking or supporting such incentives if (i) there is demonstrated need for those incentives and the MEDC agrees there is such need, (ii) the tax base to be created by the project will support the incentives, and (iii) the numbers of jobs, types of jobs, and compensation paid for the jobs justifies such incentives.
 - D. Any commitment to provide economic development incentives will be subject to separate approvals and agreements related to the specific incentives and/or contained within the purchase agreement prepared as provided in section 4 of this Agreement.
7. Assignment and Benefit. No party may assign this Agreement or any rights, duties or obligations under this Agreement without the express, prior written authorization of the other parties following action

by such party's governing body. Such authorization shall not be unreasonably withheld, delayed or conditioned. This Agreement shall be binding on the parties and their permitted successors and assigns. However, no other parties are intended to benefit from or be beneficiaries of this Agreement.

8. Jurisdiction. Jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement shall be solely in the state courts in Kent County Michigan. To the extent not prohibited by law, the prevailing party in any such action shall, in addition to any other remedies, be entitled to recover its actual costs incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings, which costs shall include, without limitation, actual, reasonable attorney fees, expert fees, filing fees, discovery costs, travel expenses, and other cost resulting from such action.

9. Notices. All notices required under this Agreement must be in writing and will be deemed to have been received, and therefore given, when (i) when delivered personally or (ii) actually delivered after mailing first class certified mail, return receipt requested, with postage prepaid, through the United States Postal Service, or by a national courier service with next day delivery requested. Notices shall be addressed and delivered to the signatories to this Agreement at the addresses first provided above or an address subsequently provided for a party by notice to the other parties.

10. Governing Law; Severability. This Agreement will be governed by the laws of the State of Michigan, without regard to its conflicts of law principles. If any term or provision of this Agreement or the application of any term or provision to any persons or circumstances shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or enforceable will not be affected, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. Miscellaneous.

A. If further documentation is reasonably needed to effectuate the provisions and intent of this Agreement, each party shall sign and deliver such further documents as are reasonably needed without undue delay or conditions.

B. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and it supersedes all other agreements between the parties regarding its subject matter. Any waiver, alteration or modification of this Agreement will not be valid unless in writing and duly signed by all parties. However, the parties may by letters signed after the date of this Agreement agree to interpretations or amplifications of this Agreement.

C. All parties had input into the drafting of this Agreement and had the advice of legal counsel before entering into this Agreement. Therefore, this Agreement shall be construed as mutually drafted.

D. The captions are only for reference and shall not affect the interpretation of this Agreement. However, the recitals are an integral part of this Agreement. Whenever an officer is mentioned by title in this Agreement, it shall be construed as meaning that officer or that officer's designee or, if the office is abolished or duties transferred to another officer, to the officer to whom such duties are assigned.

E. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this Agreement, as well as on any other documents to be executed under this Agreement, may be delivered by facsimile or electronic mail in lieu of an original signature, and the parties will treat facsimile signatures and electronic mail signatures as original signatures, and be bound by this provision.

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

[SIGNATURES ON NEXT PAGE]

CITY OF WYOMING BROWNFIELD
REDEVELOPMENT AUTHORITY

FRANKLIN PARTNERS, L.L.C.

By: _____
Tom Brann, Chair

By: _____
Donald J. Shoemaker, Manager

By: _____
Heidi Isakson, Secretary

Date signed: October __, 2016

Date signed: October __, 2016

CITY OF WYOMING

By: _____
Jack Poll, Mayor

By: _____
Kelli Vandenberg, Clerk

Date signed: October __, 2016

Exhibit A – Description or Depiction of Property

Exhibit A - 300 36th Street

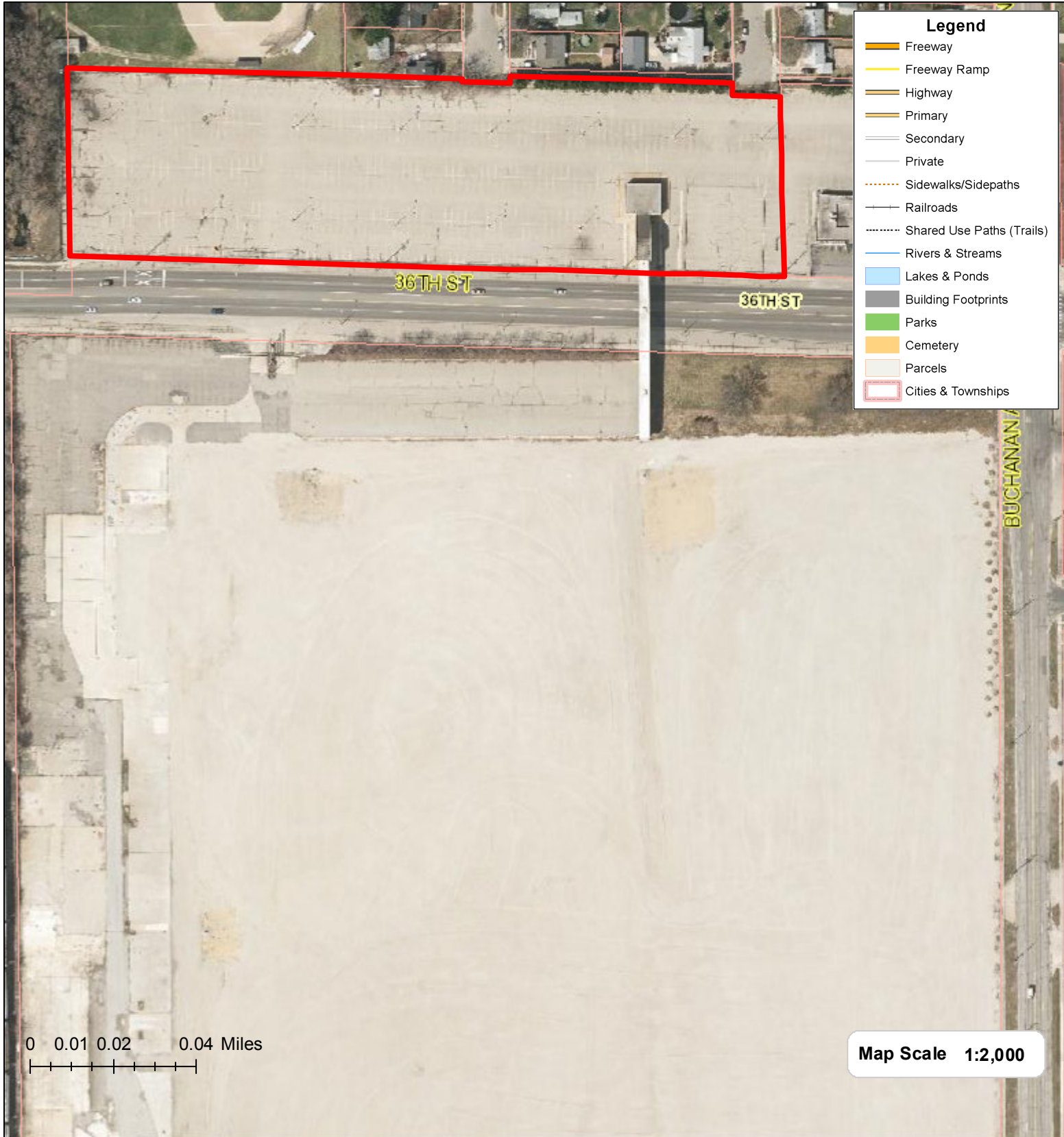


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Printed 9/29/2016 11:11:23 AM

Exhibit A - 301 36th Street



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Printed 9/29/2016 11:14:42 AM

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF GIFT CERTIFICATES

WHEREAS:

1. The City Manager recommends purchasing gift certificates for turkeys, hams or assorted fresh fruit and vegetable trays for full time staff members.
2. PFR Corporate Gifts, LLC has provided the City with a proposal in the amount of \$25.50 per certificate.
3. It is estimated the total cost for the certificates will be \$9,052.50.
4. The purchase will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of gift certificates in the total estimated amount of \$9,052.50.
2. The City Council does hereby approve the attached budget amendment.
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 November 6, 2017.

ATTACHMENTS:
Budget Amendment
Proposal
Email

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Perfect Feast
PFR Corporate Gifts, LLC
1469 North 1200 West
Orem, UT 84057

Proposal

Proposal Date: 10/4/2017
Proposal #: 2082
Project:

Bill To:
City of Wyoming
Jennifer Stowell

Description	Est. Hours/Qty.	Rate	Total
Gift certificate for a turkey or ham up to \$25.00	355	25.50	9,052.50
Total			\$9,052.50

-----Original Message-----

From: andre@pfrcorporategifts.com [<mailto:andre@pfrcorporategifts.com>]

Sent: Tuesday, October 24, 2017 2:07 PM

To: Stowell, Jennifer

Subject: RE: Re[2]: Estimate 2082 from PFR Corporate Gifts, LLC

Jennifer,

Great question. The wording on the certificate would be as follows: "One Turkey or Ham or assorted fresh fruits and vegetables. Any brand. Up to maximum value \$25.00" I have included the proposal for the certificates. Let me know how you would like to proceed.

Andre Rainey
Sales Manager
Perfect Feast
801-569-2381

-----Original Message-----

From: Stowell, Jennifer [<mailto:StowellJ@wyomingmi.gov>]

Sent: Monday, October 23, 2017 1:26 PM

To: Andre Rainey <andre@pfrcorporategifts.com>

Subject: RE: Re[2]: Estimate 2082 from PFR Corporate Gifts, LLC

Hi Andre,

Will the gift certificates say good for a turkey, ham or fruit?

Also, please send me an updated quote without the holiday cards included.

Thank you.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT
BETWEEN THE CITY OF WYOMING AND CARDCONNECT FOR CREDIT CARD
PROCESSING AND PURCHASE OF THE CREDIT CARD READER EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, the Community Services' Parks and Recreation Department, in order to comply with the EMV Credit Card standards, is in need of switching credit card processors and purchasing credit card reading equipment.
2. CardConnect has provided the City with a 3-year agreement for their credit card processing services and the outright purchase of (4) four credit card reading machines.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the 3-year agreement for credit card processing services provided by CardConnect and the outright purchase of the credit card reading equipment.
2. The City Council does hereby authorize the City Manager to sign said 3-year agreement in accordance with budget authorization.

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 November 6, 2017.

ATTACHMENTS:
Staff Report
Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: November 2, 2017

Subject: Credit Card Processing - CardConnect

From: Rebecca Rynbrandt, Director of Community Services

Cc: Andrea Boot, Treasurer; Rosa Ooms, Deputy Finance Director; Nikki Batcke, Office Specialist II

Meeting Date: November 6, 2017

RECOMMENDATION:

To achieve cost savings and address compliance needs for acceptance of security improved chipped credit cards, it is recommended that the City Council authorize the City Manager to execute an agreement for credit card processing services and purchase of the credit card reader equipment between the City of Wyoming and CardConnect.

SUSTAINABILITY CRITERIA:

Environmental Quality—The retail environment presents opportunities for fraud to occur, with a growing prevalence of crime related to credit card activity and identity theft. By updating our credit card processing vendor and credit card readers, all patrons registering for parks and recreation rentals and fee based activities will be better protected against illegal credit card charges.

Social Equity —Consumers are asset limited and often income constrained. Efforts to improve protections of resident and patron financial resources will be equally enjoyed.

Economic Strength – According to an analysis by the vendor, CardConnect, the City of Wyoming will see a \$658.49 annual reduction in credit card processing fees, which results in a 3-year savings of \$1,975.47.

Quality Customer Service – Increasing consumer protections, including the ability to accept chipped credit cards, provides additional assurances of City financial controls and commitment to resident and patrons' security needs.

DISCUSSION:

In order for Community Services’ Parks and Recreation operations to comply with the EMV Credit Card requirements, staff, a team lead by Nikki Batcke, Office Specialist II, sought recommendations from our recreational receipting software vendor, Vermont Systems Inc. on products and processors which comply with new requirements and have the ability to interface with the receipting software (RecTrac). A review of processors and reference checking of local agencies that utilize RecTrac and CardConnect for credit card processing has resulted in our recommending we enter into an agreement with CardConnect for our credit card processing.

This is specific to the Community Services Department’s Parks and Recreation Administration, Wyoming Senior Center, and WebTrac (online registrations) credit card processing locations.

The team participating in this review included representatives of the City Attorney (Paul VanGessel), Treasurer, Finance, and Information Technologies departments, and Community Services’ Parks and Recreation supervisors and front office staff.

BUDGET IMPACT:

Funds for credit card charge processing and the purchase of chip enabled card readers were approved in the FY 2018 budget. Specifically in accounts:

Account Name	Account Number
Parks and Recreation Administration- Office Supplies (2 card readers)	208-752-75200-727.000
Parks and Recreation Administration- Other Services (all processing fees regardless of location)	208-752-75200-956.000
Parks and Recreation Senior Center (2 card readers)	208-752-75800-727.000

Attached: Resolution
Agreement

###

MERCHANT APPLICATION AND AGREEMENT

North/North

Agent Code

Merchant #

Sales Rep Signature: _____

Print Sales Rep Name:

Sales Rep Phone #:



CardCoN1708(ia) **BUSINESS INFORMATION** CardCoN1708(ia)

Legal Name of Business:		Business Open Date:	State in which papers were filed:	Type of Business:
DBA Name:		Types of goods or services sold:		
Location Address:		Have you ever accepted Visa, MasterCard, Discover or American Express? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, attach a previous processing statement)		
City, State, Zip:		Name of Processor:		
Contact Name and Title:		Current length of ownership:		# of Locations:
Phone:	Fax:	Average Monthly Volume VS/MC/DSVR/AMEX:	Average Ticket Amount VS/MC/DSVR/AMEX:	High Ticket Amount VS/MC/DSVR/AMEX:
Email Address:		\$	\$	\$
Website Address: http://		Swiped % Face to Face %		
Mailing Address (if different from location):		Keyed w/imprint % MOTO (mail order) %		
City, State, Zip:		Keyed w/out imprint % Internet %		
Country:	Contact Name:	TOTAL 100% TOTAL 100%		
Phone:	Fax:	Products / Services are delivered in: TOTAL = 100%		
Do you use any third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name/address:		0-7 days % 8-14 days % 15-30 days % over 30 days %		
Please identify any Software used for storing, transmitting, or processing Card transactions or authorization reports:		Have you ever had a bankcard relationship terminated? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list reason:		
		Date of Termination:		
		Seasonal Sales: <input type="checkbox"/> Yes <input type="checkbox"/> No High Volume Months:		

OWNERS / OFFICERS INFORMATION (Partnership Must Reflect 51% or More Ownership)

Sole Proprietor LLC Partnership LP Corporation Other: Choose

Name (as it appears on your income tax return)	FEDERAL TAX ID # (as it appears on your income tax return)	<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)
--	--	--

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

1. Name:	Title:	Social Security #:	
Current Residence Address:	City, State, Zip:	Phone #:	
Previous Residence Address:	City, State, Zip:	Date of Birth:	% of Ownership:
2. Name:	Title:	Social Security #:	
Current Residence Address:	City, State, Zip:	Phone #:	
Previous Residence Address:	City, State, Zip:	Date of Birth:	% of Ownership:

BANK ACCOUNT AND TRADE INFORMATION (Include a voided check when submitted)

Bank and Branch Name:		Bank Contact:	
Phone #:	Routing #:	Account #:	Date Opened Acct.:
Trade Name:	Products Purchased:	Contact:	Phone #:
Trade Name:	Products Purchased:	Contact:	Phone #:

PIN Debit (Must complete only one of the following fees if PIN Debit is selected)

Bundled PIN Debit (191, Key 0-593) \$ _____ **OR** **Unbundled PIN Debit** (018, Key 0-590, Key 0-593) \$ _____ (plus the applicable network fees) **PIN Debit Declined Transaction Fee: (42R)** \$ _____

Bundled Debit Package

Card Type	Transaction Fee	Discount	Card Type	Transaction Fee	Discount
PIN/Non-PIN			Non-PIN		
<input type="checkbox"/> Regulated	(28K) \$ _____	(27I) _____%	<input type="checkbox"/> Regulated	(28C) \$ _____	(27D) _____%
<input type="checkbox"/> Unregulated	(124) \$ _____	(120) _____%	<input type="checkbox"/> Unregulated	(28G) \$ _____	(27G) _____%
<input type="checkbox"/> Combined	(124) \$ _____	(120) _____%	<input type="checkbox"/> Combined	(28G) \$ _____	(27G) _____%

Tiered Pricing (Select One)

	Discount Fee	Transaction Fee		Discount Fee	Transaction Fee
MC Qualified Credit	(800) _____%	(001, 002) \$ _____	Visa Non-Qualified Non-PIN Debit	(864) _____%	(154, 155) \$ _____
MC Mid-Qualified Credit	(810) _____%	(611, 612) \$ _____	Discover Qualified Credit	(170) _____%	(015, 016) \$ _____
MC Non-Qualified Credit	(820) _____%	(621, 622) \$ _____	Discover Mid-Qualified Credit	(990) _____%	(717, 718) \$ _____
MC Qualified Non-PIN Debit	(850) _____%	(130, 131) \$ _____	Discover Non-Qualified Credit	(994) _____%	(721, 722) \$ _____
MC Mid-Qualified Non-PIN Debit	(870) _____%	(140, 141) \$ _____	Discover Qualified Non-PIN Debit	(964) _____%	(787, 788) \$ _____
MC Non-Qualified Non-PIN Debit	(880) _____%	(150, 151) \$ _____	Discover Mid-Qualified Non-PIN Debit	(968) _____%	(791, 792) \$ _____
Visa Qualified Credit	(804) _____%	(005, 006) \$ _____	Discover Non-Qualified Non-PIN Debit	(978) _____%	(795, 796) \$ _____
Visa Mid-Qualified Credit	(814) _____%	(615, 616) \$ _____	American Express Qualified Credit	(164) _____%	(013, 014) \$ _____
Visa Non-Qualified Credit	(824) _____%	(625, 626) \$ _____	American Express Mid-Qualified Credit	(81C) _____%	(62T, 62U) \$ _____
Visa Qualified Non-PIN Debit	(854) _____%	(134, 135) \$ _____	American Express Non-Qualified Credit	(82A) _____%	(65S, 65T) \$ _____
Visa Mid-Qualified Non-PIN Debit	(874) _____%	(144, 145) \$ _____			

Flat Rate

	Discount	Transaction Fee		Discount	Transaction Fee		Discount	Transaction Fee
MC Qual Credit (800)	%	(001, 002) \$ _____	Visa Qual Non-PIN Debit (854)	%	(134, 135) \$ _____	Discover Network Qual Non-PIN Debit (964)	%	(787, 788) \$ _____
MC Qual Non-PIN Debit (850)	%	(130, 131) \$ _____	Discover Network Qual Credit (170)	%	(015, 016) \$ _____	American Express Qual Credit (164)	%	(013, 014) \$ _____
Visa Qual Credit (804)	%	(005, 006) \$ _____						

Dues & Assessments (273, 274, 234, 237,286) Billback **Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 18.1)** Applies to Non-qualified MC, Visa, Discover, American Express Credit and/or Non-PIN Debit Transactions. (30D) _____ %

■ Pass Through Interchange — Includes Dues and Assessments. You will be charged the applicable interchange rate from MasterCard, Visa or Discover, plus a MasterCard Assessment Fee (273) of .11%, a Visa Assessment Fee (274) of .11%, or a Discover Assessment Fee (234) of .105%, plus any other fees indicated on this Service Fee Schedule. (MC Assessment Fee (237) when transaction is equal to \$1,000 or more will be assessed an additional 0.02% per transaction.) American Express Network Fee (286) of .15%

Sales Credit & Non-PIN Debit Trans. Fee \$ _____	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)
(001, 002, 005, 006, 013, 014, 015, 016, 130, 131, 134, 135, 787, 788)	MC Qual Credit (800) %	Visa Qual Credit (804) %	Discover Qual Credit (170) %	American Express Qual Credit (164) %
	MC Qual Non-PIN Debit (850) %	Visa Qual Non-PIN Debit (854) %	Discover Qual Non-PIN Debit (964) %	

Gross Interchange MC (560), Visa (550) or Discover (529)

AUTHORIZATION AND TRANSACTION FEES

ACH Batch Fee (227) \$ 0. /batch	Gateway Item Fee (03R, 04R, 06I, 07I) \$ 0. /each
American Express Authorization EDC Fee (10P, 10Q) \$ 0. /each	Voice Authorization Fee (10B, 10E, 10K) \$ /each
JCB Authorization EDC Fee (10M, 10N) \$ 0. /each	Voice Response Unit (VRU) Fee (10A, 10D, 10J) \$ /each
MC, Visa, Discover Network Auth Fee (10A, 10D, 10J) \$ 0. /each	Address Verification Fee (AVS) \$
	CardConnect Gateway Transaction Fee \$

OTHER FEES

Gateway Set-up Fee (31X) \$ (one time fee)	TIN / TFN Blank or Invalid Fee (181) \$ /as applicable
Chargeback Fee (205, 725) \$ 20.00 /each	PCI Non-Compliance Monthly Fee \$ 19.95
Retrieval Fee (26A, 262) \$ 7.50 /each	Application Fee (Non-Refundable) (247) \$
Early Cancellation Fee \$ 750.00 /each	Miscellaneous Fee (31J) \$
Merchant Club Fee _____ initials to accept (sales tax may apply) \$ /each	Wireless Access Fee (399)
Minimum Processing Fee (954) \$ 25.00 /each	Fee Per TID \$ _____ x # of TIDs _____ = \$
Monthly Gateway Fee (31Z) \$ /each	Annual Membership Fee* (294) \$
Statement Fee (323) \$ /each	CardConnect Gateway Monthly Fee \$
Regulatory Product Monthly Fee (35I) \$ 3.50 /month	Data Breach \$

All other card association fees are passed thru at cost – NABU, APF, connectivity, & usage. *Billed on anniversary of account keyed date.

Ships Equipment: Yes No Equipment Cost Billed to Merchant: Yes No

Manufacturer:	Manufacturer/Model	# of Units	PinPad	# of Units	Additional Equipment	# of Units
<input type="checkbox"/> Terminal						
<input type="checkbox"/> Software						
<input type="checkbox"/> Gateway						
<input type="checkbox"/> CardConnect Gateway	<input type="checkbox"/> API	<input type="checkbox"/> Merchant Center VT	<input type="checkbox"/> SmartPay	<input type="checkbox"/> Encrypted Cardreader		# of Units
<input type="checkbox"/> Roam Pay	<input type="checkbox"/> FD Global Gateway	<input type="checkbox"/> Paypal Pay flow Pro	<input type="checkbox"/> Authorize.Net	<input type="checkbox"/> NMI		<input type="checkbox"/> SecureNet
<input type="checkbox"/> Other	VAR Contact Info: Name				Phone #	

Additional Instructions for deployment: _____

EBT INFORMATION

The EBT Services Riders to Buypass Corporation and Schedule 1 must accompany the application

FNS #	Trans Fee \$0.	Benefit Insurance Availability: Days	Hours
Electronic Voucher Support <input type="checkbox"/> Yes <input type="checkbox"/> No		Check below all EBT Services at this location:	
<input type="checkbox"/> Food Stamps	<input type="checkbox"/> Cash Benefits	<input type="checkbox"/> Purchase with Cash Back	<input type="checkbox"/> Purchase
<input type="checkbox"/> Cash Withdrawal	If cash issuance, the limit amount? \$.00		

TELECHECK FEES

TeleCheck Rates & Fees: Yes No

Inquiry Rate _____%	Monthly Minimum Fee \$ _____ (Per Location)	Customer Requested Operator Call (CROC) \$ 2.50
December Risk Surcharge .10 %	Statement Processing Fee \$ 5.00	ECA Chargeback Fee \$ 5.00
Per TXN Fee \$ _____	<i>(Only charged when entitled with TeleCheck)</i>	

(See Agreement for definitions, warranty requirements, and any additional fees.)

CARD ACCEPTANCE **ENTITLEMENTS**

<p>Check those cards you choose to accept. [Acceptance of all MasterCard (MC), Visa and Discover Network Transactions is presumed unless any of the selections below are checked (see Section 1.9)].</p> <p><input type="checkbox"/> Accept MasterCard Only <input type="checkbox"/> Accept MC Non-PIN Debit transactions Only</p> <p><input type="checkbox"/> Accept Visa Only <input type="checkbox"/> Accept Visa Non-PIN Debit transactions Only</p> <p><input type="checkbox"/> Accept Discover Only <input type="checkbox"/> Accept Discover Non-PIN Debit transactions Only</p>	<p>New American Express Agreement attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> American Express</p> <p><input type="checkbox"/> American Express ESA* / Pass Through: _____</p> <p>Please provide the following existing MIDs:</p> <p><input type="checkbox"/> AMEX # _____</p> <p><input type="checkbox"/> JCB # _____</p> <p><input type="checkbox"/> Check Guarantee # _____ Company _____</p> <p>Check Guarantee method: <input type="checkbox"/> Drivers License (default) <input type="checkbox"/> MICR</p> <p><small>*American Express will charge either a Flat Fee of \$ 7.95 or a Discount Rate and Transaction Fee directly to the merchant. Retail & Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions. An Inbound fee of .40% will be applied to any charge made using a card issued by an issuer located outside of the United States except MCC 7032, 8211, 8351, and Non U.S. Prepaid/Gift card transactions. These fees (as applicable) are determined and charged directly by American Express.</small></p>
--	---

PETROLEUM INFORMATION

<p>Pay at the pump: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Wright Express 3.50%</p> <p>Transaction Fee \$0.15</p> <p>Voyager: 3.40% Transaction Fee: \$0.99 <i>Charged by Processor</i></p>	<p>WEX Full Acquiring Fees</p> <p>WEX Auth Fee (0D4) \$ _____</p> <p>WEX Sales Discount (840) _____%</p> <p>WEX Refund Discount (841) _____%</p> <p>WEX Chargeback Discount (842) _____%</p> <p>WEX Chargeback Reversal Disc't (843) _____%</p> <p>WEX Chargeback Fee (29H) \$ _____</p> <p>WEX Retrieval Fee (29I) \$ _____</p>
--	---

WEX Full Acquiring Fees **Buypass Fees**

<p>WEX Full Acquiring Fees</p> <p>WEX Auth Fee (0D4) \$ _____</p> <p>WEX Sales Discount (840) _____%</p> <p>WEX Refund Discount (841) _____%</p> <p>WEX Chargeback Discount (842) _____%</p> <p>WEX Chargeback Reversal Disc't (843) _____%</p> <p>WEX Chargeback Fee (29H) \$ _____</p> <p>WEX Retrieval Fee (29I) \$ _____</p>	<p>Buypass Fees</p> <p>Datwire Micronode <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Datwire Micronode 960-AS Monthly Fee (354) \$ _____ (each)</p> <p>Authorization Fees</p> <p>Voyager (0D0, 0D1, 0DV, 0DC, 0DI, 0D3, 0BW, 0BX) \$ _____</p> <p>Other Payment Fees</p> <p>Voyager:</p> <p>Sales Discount Fee (766) _____%</p>
---	---

SITE INSPECTION

Merchant Location: <input type="checkbox"/> Retail Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Warehouse <input type="checkbox"/> Residence <input type="checkbox"/> Other:	Hours of Operation:
The Merchant: <input type="checkbox"/> Owns <input type="checkbox"/> Leases the business premises (If Lease, Landlord Name):	Phone #:
<p>Merchant appears to be conducting business as represented in application? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Merchant is adequately staffed and stocked to do business? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you taken pictures of the inside and outside of the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you confirmed the identity of the person who signed the application? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>I hereby Certify that I have physically inspected the business premises of the Merchant at this address.</p> <p>Print Name: _____</p> <p>Signature X _____ Date _____</p>

Merchant Acceptance – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Each signer authorizes CardConnect and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect and/or the Member Bank and a merchant number is issued.

For American Express ESA only Merchants: By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize CardConnect and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct CardConnect and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, as applicable, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

X _____ **X** _____
#1 from Application (Signature) Date #2 from Application (Signature) Date

For All Corporations – Corporate Resolution and Government Council Resolution
The indicated officer(s) identified in numbers 1 and/or 2 have the authorization to execute the Merchant Processing Agreement on behalf of the here within named corporation.

X _____ Mayor
Corporate Officer #1 (Signature) Title Date
X _____ City Clerk
Corporate Officer #2 (Signature) Title Date

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account by electronic fund transfer the amount due TeleCheck and/or TRS under this Agreement and to accept all credits and debits made to its account by electronic fund transfer as a result of TeleCheck's and/or TRS' services. This authorization shall remain in effect until thirty days after revoked in writing.

X _____ Deputy Finance Director
Authorized Signature on TeleCheck Account for ACH Name/Title Date

Personal Guarantee – if applicable
By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and/or the TeleCheck/ TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

X _____ **X** _____
#1 from Application (Signature) Date #2 from Application (Signature) Date

(CardConnect)
Application Approved By: **X** _____
Signature Title Date

(Bank) Application Approved By: **X** _____

PROCESSOR
INFORMATION:Name: CardConnectAddress: 1000 Continental Drive, Suite 600, King of Prussia, PA 19406URL: www.cardconnect.comCustomer Service #: 1-877-828-0720

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 19 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 21, 28.7, 31.3, and 33.10 of the Card General Terms; or Section 1.14 of the TeleCheck Services Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 24, Term; Events of Default and Section 25, Reserve Account; Security Interest), (see TeleCheck Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.6), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial five (5) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1 of the TeleCheck Services Agreement.

9. **Card Organization Disclosure****Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.**

The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/op_regulations.html
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>

Print Client's Business Legal Name: City of Wyoming

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version CardCoN1708(ia)] consisting of 47 pages [including this Confirmation Page and the applicable Third Party Agreement(s)], Interchange Qualification Matrix and American Express Program Pricing (version IQM.MVD.S14.1 or _____), and Interchange Schedule.

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X

City Manager

Title

Date

Curtis Holt

Please Print Name of Signer

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM HALT FIRE INC.
FOR THE PURCHASE OF A PIERCE MFG. STOCK RESCUE UNIT

WHEREAS:

1. As detailed in the attached Staff Report, Halt Fire Inc. has provided the City with a quote for the purchase of a Pierce Mfg. stock rescue unit in the total amount of \$503,372.00.
2. It is recommended the City Council accept the quote.
3. The purchase of the rescue unit will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Halt Fire Inc. for the purchase of a Pierce Mfg. stock rescue unit in the total amount of \$503,372.00.
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.
3. The City Council does hereby approve 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 November 6, 2017.

ATTACHMENTS:
Budget Amendment
Staff Report
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Interdepartmental Correspondence

TO: James E. Carmody, Director of Public Safety
FROM: Chuck Lark, Deputy Director of Fire Services
DATE: October 16, 2017
SUBJECT: Fleet Replacement



Administrative Services

RECOMMENDATION:

It is recommended that the City Council approve the purchase of one (1) Stock (Demo) fire apparatus to replace the Special Response Unit #85 (1996 GMC Kodiak):



1996 GMC Kodiak



air fill containment system

The total request is for \$503,372.00 for a Pierce Rescue Truck.



2017 Pierce Rescue Truck



2017 Pierce Rescue Truck

SUSTAINABILITY CRITERIA:

Environmental Responsibility: The purchase of this apparatus will have no impact on the environmental quality.

Social Equity: The purchase of this apparatus will ensure that our fire response vehicles are readily available to provide fire and rescue services throughout the entire community.

Economic Strength: The purchase of this apparatus will provide depth and extend the life of our current fleet. Since this is a Stock (Demo) purchase this will provide significant cost savings.

DISCUSSION:

On July 1, 2017 the department was scheduled to replace two 1993 Quality Fire Engines #72 and #74. The replacement budget for this equipment was \$850,000.00. On July 1, 2017 we purchased a Pierce Engine for \$450,000.00 (plus an additional \$39,922 for equipment) that replaced Engine #74 (1993 Quality). Our intent was to replace Engine #72 and trade-in Engine #76 (2015 HME Rural Silver Fox) by sole source purchasing two HME Urban Silver Fox Fire Engines. During our discussion with HME our plan to replace and trade-in could not be facilitated due to the low trade-in value for Engine #76 and the cost of equity requests for their Program (Stock/Demo) fire engines.

FLEET CONSIDERATIONS:

Over the past two years the department has diligently worked on a fleet model that will adequately serve the residents today and also conservatively serve the communities, expected growth, over the next 20 years of their scheduled life. After we received the information that we would be unable to fiscally qualify for the purchase of two HME Urban Silver Fox Engines we conducted an overview of our fleet. In 52 months Special Response Unit #85 is scheduled for replacement. This 1996 unit has served as our primary unit for Special Response Requests and as a mobile air unit. Most recently it has been called into service for a trench rescue incident, stand-by on a train derailment call, and severe weather issues. Unit #85 has also currently been deployed to numerous incidents and training exercises for filling air bottles. Unit #85 is aging and the air fill station is not within current NFPA safety standards.

This is a low pressure system that met the NFPA standards 20 years ago when we used low pressure SCBA's. In 2015 we replaced our entire SCBA system with high pressure bottles. At the time of replacing our SCBA's we investigated the purchase of a new high pressure air fill containment system at a cost of \$18,000 to \$20,000. Our current system will fill high pressure bottles but does not have the designed safety standards to do so, or the capability of filling more than 7-10 bottles at a time. The purchase of a new Rescue Truck would come with a new high pressure air fill containment system, new control panel, compressor, and cascade bottles.

The replacement budget for Special Response Unit #85 is \$198,000.00 and is paid in full (per Ted Seil Fleet Manager). This amount coupled with our \$370,000.00 for the replacement of Engine #72 gives a budget of \$568,000.00 for their replacement. Our recommendation is to combine our Engine #72 and Special Response Unit #85 funds, purchase a Rescue Truck. Engine #72 has received substantial monetary repairs over the past several years that would not be recoverable if sold today. We would be eliminating two vehicles from our fleet Engine #72 and Unit #85 and replacing them with one new Rescue Truck.

FLEET CONSIDERATIONS continued:

Staff considered several options related to the replacement of Engine #72 and Special Response Unit #85 and recommend the following:

2017 Fleet Replacement

1- Engine #72
1- Special Response Unit #85

2017 Purchase Recommendation

1- Pierce Rescue Truck (Price \$503,372.00)

The new Pierce Rescue Truck will provide a Special Response/Mobile Air Unit that will serve the community in a capacity that will give the department an up to date mobile air system and future response options. Our staff is currently trained at the *Awareness Level* for Special Responses today. As training and staffing grows we anticipate growth to the *Operational* and *Technician Level* responses. The Rescue Truck will allow us to carry additional equipment to aid responders during High Risk, Low Frequency, and Time Sensitive tasks. This purchase will immediately provide staff with deployable equipment for daily application: Extrication, Chemical/fuel soak-up and containment equipment, lighting, air, tools, generators, and rescue equipment.

COST SAVINGS:

By purchasing the Stock (Demo) equipment we are estimating a minimum savings of between \$10,000.00. / \$25,000.00 depending on price increases on the next model yrs.

EQUIPMENT:

New equipment for this vehicle will be facilitated through our current budgeted equipment accounts and grant requests. Initially existing equipment will be removed from Unit #85 and Engine #72 and placed in the new Rescue Truck. Updated equipment requests will take place during the annual budget process. As we continue to develop staff to respond at the *Operational* and *Technician Level* responses additional equipment will be needed.

BUDGET IMPACT:

The total cost of \$503,372.00 will be financed out of the Motor Pool Capital Outlay Fund, account number 662-441-58500-985.000. However, a budget amendment is necessary for the amount of \$143,295.00 (Unit #85 replacement funds).



HALT FIRE
INCORPORATED

Heroes.
They Deserve The Best.

Deputy Chief Brian Bennett
City of Wyoming Fire Department
1250 36th Street SW
Wyoming, MI 49509

November 1, 2017

Subject: Pierce stock rescue

Chief Bennett,

Thank you for your interest in Pierce Manufacturing and Halt Fire. Per your request, we are providing an official quote for a Pierce Mfg. stock rescue unit, Job 30647. This is a 18.5' aluminum non-walkin rescue body mounted on a Saber FR chassis. Per the specification text we have provided you, the vehicle is priced at \$ 503,372.00

This price includes the following:

- Delivery of the vehicle to Michigan and the City of Wyoming
- Post delivery inspection

All vehicle lettering will be provided and installed by the City of Wyoming.

Please be advised that all Pierce Mfg. stock units are sold on a "First come, First serve" basis and can be sold at any time. A purchase order issued to Halt Fire, Inc. will hold the vehicle.

If you have any questions or require anything further, please don't hesitate to contact Ed Levy or myself and we will be glad to assist you.

Sincerely,

Todd Russell
Sales Coordinator

Cc: Ed Levy

50168 W. Pontiac Trail • Unit 5
Wixom, MI 48393

Office: 248.669.0800
Facsimile: 248.669.8120



RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM RITSEMA ASSOCIATES
FOR INTERIOR FINISHES FOR THE CLEAN WATER PLANT CONTROL ROOM
REMODELING PROJECT

WHEREAS:

1. As detailed in the attached Staff Report, a quote was received from Ritsema Associates for interior finishes to the Clean Water Plant control room remodeling project in the total amount of \$13,375.00.
2. It is recommended the City Council accept the quote.
3. Sufficient funds are available in the Sewer Fund Repairs and Maintenance Account 590-590-54300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quote from Ritsema Associates for interior finishes to the Clean Water Plant control room remodeling project in the total amount of \$13,375.00.

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 November 6, 2017.

ATTACHMENTS:
Staff Report
Quote

Kelli A. Vandenberg, Wyoming City Clerk

STAFF REPORT

Date: October 26, 2017
Subject: Approval of Quote for Interior Finishes in the CWP Control Room
From: Tom Wilson, Utility Maintenance Manager
Meeting Date: November 6, 2017

RECOMMENDATION:

It is recommended that the City Council approve the quote from Ritsema Associates for interior finishes for the Clean Water Plant Control Room remodeling project at a cost of \$13,375.00. The quote from Ritsema Associates includes the purchase and installation of sheet vinyl flooring, ceiling grid, and ceiling tiles.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Clean Water Plant’s primary role is the protection of Michigan’s water environment and public health. It is best achieved when our facilities are up-to-date functionally and technologically.

Social Equity – The Clean Water Plant’s technological and functional improvements benefit all of Wyoming’s rate payers and citizens equally.

Economic Strength – This project was planned in advance and budgeted for. A properly updated control room contributes to efficient plant operation.

QUALITY SERVICE IMPACT:

Quality Service to our rate payers and citizens is achieved when we realize the sum total of the concepts embraced and supported by the sustainability criteria.

DISCUSSION:

The CWP has recently engaged in a comprehensive remodel of its control room to bring it up to date technologically and to make it consistent with the rest of the recently remodeled main building. Although the demolition and final finish work will be completed by plant staff, the vinyl flooring and ceiling grid and tile installation requires a contractor’s services. Because of the small amount of space we are working on (only one room) and the fact that we are matching existing improvements elsewhere in the building with identical colors, finishes, etc., we did not want to add cost or complexity to the project by having an interior designer or architect draw up technical specifications for competitive bidding. Instead, we made contact with four qualified commercial interior contractors in West Michigan to provide the products and services needed for the installation of the new flooring and ceiling. Out of the four contractors contacted only one firm, Ritsema Associates provided us a quote. The other three contractors all stated they were too busy to provide a quote for the services we requested. The quote we received from Ritsema Associates is for \$13,375.00. Upon review of the quote received, we find that it fulfills the required work.

We are recommending that City Council accept the quote received for the vinyl flooring and ceiling materials and their installation from Ritsema Associates in the amount of \$13,375.00.

BUDGET IMPACT:

Sufficient funds exist in the Sewer Fund Repairs and Maintenance Account 590-590-54300-930.000.



RITSEMA ASSOCIATES

INTERIORS CONTRACTOR

3000 Dormax SW

Grandville, MI. 49418

Phone: (616) 538-0120 Fax: (616) 538-9695

Date: 10/16/17 (revised 10/26/17)

To: Wyoming Clean Water Plant

Attn: David Bartz

Re: Wyoming Clean Water Plant – Control Room Ceiling & Floor

We propose the following pricing to furnish labor, material:

Furnish and Install New Ceiling Grid and New Ceiling Pad using USG #1775, color Frost

Price: \$3,425.00

Furnish and Install Sheet Vinyl Flooring using Johnsonite Optima IQ

Furnish and Install 4" Cove Base

Price: \$9,950

Notes:

1. Demolition by others.
2. Dumpsters by others.

Thank you for the opportunity to price this project and please contact me if you have any questions or concerns in regard to the above information.

Sincerely,

Doug Terpstra
General Manager

ACCEPTANCE OF PROPOSAL:

Signature: _____

Date: _____

Please fax approval back to (616) 538-9695 or email to terpstrad@ritsema.com.

This proposal is subject to written acceptance within 30 days of the proposal date, contract will be issued upon final contract price approval.



RITSEMA ASSOCIATES
INTERIORS CONTRACTOR

3000 Dormax SW

Grandville, MI. 49418

Phone: (616) 538-0120 Fax: (616) 538-9695

GENERAL CONDITIONS

PERFORMANCE: Where no specific date is fixed we shall be allowed reasonable time to make delivery of the materials and perform the work.

DAMAGE, LOSS, DELAY OR DEFAULT THROUGH CAUSES BEYOND OUR CONTROL: We shall not be responsible for default, damage, loss, or delay in performance due to labor trouble, fires, accidents, floods, collapse, or other losses beyond our control; or due to shortages of materials or transportation facilities resulting from war, national or local emergency, riots, governmental priorities, embargoes, and the like conditions and regulations. Any and all loss of, or damage to our materials erected or stored on the premises, not caused by us, shall be repaired and replaced by us and the additional costs thereof shall be borne by the purchaser.

WORKING CONDITIONS AND FACILITIES TO BE SUPPLIED BY THE PURCHASER: The purchaser shall make all work surfaces, on which materials are to be supplied, available for work at one time so that the work shall not be interrupted; shall provide surfaces that are clean, dry and in accessible condition; shall at his own expense cause all our work to be removed; shall additionally bear the cost of sending our men to the job, on his notification, before surfaces are ready for the application of our materials, or expense due to any delay during the progress of the work not caused by us; shall allow us free and reasonable use of light, heat, water, and power, and the use of available elevators, hoists, and other facilities.

INSURANCE: We carry public liability, property damage and workmen's compensation insurance and consequently will not honor any charges against us for such and similar coverage. Any expense incurred by us for insurance or bond to cover our liability under any "hold harmless" or "indemnity" clause or clause of similar nature in any contract, specifications, letter of acceptance or notice submitted by you or your contractors which in any way requires us to assume any liability which is not imposed on us by law, shall be paid by the purchaser.

TAXES: Any sales, excise, processing or any other direct tax imposed on the manufacture, sale or application of materials supplied in accordance with this proposal or any contract based thereon shall be added to the contract price.

OVER-TIME: Unless specifically contracted otherwise, the work is to be performed during regular working hours and upon regular work days. Over-time rates shall be charged additionally for all work performed outside such hours and days.

CHANGES IN PLANS OR SPECIFICATIONS: No credit or allowance shall be granted for alterations or modifications in work or materials, unless such credit or allowance has been agreed to by us in writing before such alterations or modifications are made.

WORK NOT CONFORMING TO REQUIREMENTS OF LAW: We shall not be responsible for any loss, damage or expense resulting from work performed or materials furnished in accordance with plans and specifications, where such plans and specifications do not in whole or in part conform to the requirements of law. This provision has no application where we expressly warrant that the work and materials do conform to the requirements of law.

ACCEPTANCE OF WORK AND MATERIALS: Work performed and materials furnished hereunder shall be deemed accepted by the purchaser unless we are notified in writing to the contrary within sixty days following completion of the job.

LIMITATION OF ACTION: Action on claims arising hereunder shall be barred unless commenced within one year after completion of the work.

There are no representations, promises, warranties, agreements, or understandings not expressed herein.

Initial: _____

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Fence Removal and Installation – Lamar and Lemery Parks	Straight Line Fence	\$33,893.00

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 November 6, 2017.

ATTACHMENTS:

Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: November 1, 2017

Subject: Fence Removal and Installation – Lamar and Lemery Parks

From: Chad VanHaitsma, Parks and Facilities Maintenance Tech III

Cc: Rebecca Rynbrandt, Director of Community Services
Jeff Anderson, Parks and Facilities Supervisor

Meeting Date: November 6, 2017

RECOMMENDATION:

It is recommended that the City Council award the bid for the removal and installation of new aluminized fencing around the entire Lamar Park south softball field and the backstop and infield sidelines at Lemery Park to Straight Line Fence in the total amount of \$33,893.

SUSTAINABILITY CRITERIA:

Environmental Quality – The current fencing around Lamar softball field has been in use for over 25 years, and the fencing at Lemery Park is in poor condition and in need of replacement.

Economic Strength – The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. The 5-Year Community Recreation Master Plan identifies citizen interests and priorities for redevelopment and investment by the parks and recreation operational millage. These parks have been identified for improvement in the adopted plan.

Social Equity - The Parks and Recreation Department is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life of all the citizens of the City of Wyoming.

QUALITY SERVICE IMPACT:

Due to current aging conditions of the fencing at Lamar south softball field and Lemery Parks backstops the replacement is necessary.

DISCUSSION:

The current backstop and fencing at Lemery Park and the entire fencing around Lamar Park South softball field are in poor condition and in need of replacement. Bids were sent to thirty-one (31) prospective bidders and two (2) bids were received on October 24, 2017. The bids received are as shown below:

	Straight Line Fence, LLC	D-K Fence Company, Inc.
Lamar Park	\$ 23,315.00	\$ 25,290.00
Lemery Park	\$ 10,578.00	\$ 12,710.00
Percentage Discount if awarded both locations		5%
Total With Discount	\$ 33,893.00	\$ 36,100.00

After reviewing the bids we recommend awarding the work to the lowest bidder, Straight Line Fence, for the lump sum price in the amount of \$33,893. They visited both sites, attended the mandatory pre bid meeting and provided all requested documents.

This recommendation has been reviewed and approved by the Director of Community Services.

Budget Impact:

Funds for the fence removal and installation are available in the Parks and Recreation Fund's Park and Recreation Facility Capital Budget accounts:

Lamar Park South Field Fencing	208-752-75600-975.110
Lemery Park Softball Fencing	208-752-75600-975.112