

AGENDA
WYOMING CITY COUNCIL MEETING
WYOMING JUNIOR HIGH SCHOOL
MONDAY, JUNE 17, 2019, 7:00 P.M.

1) Call to Order

2) Invocation

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 June 3, 2019 Regular Meeting and Closed Session

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. Tim Mroz, The Right Place, Inc.
2. Neal Swanson, Aquatic Consulting Services, LLC

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

- 19-01 Acceptance of a Warranty Deed for 2607 Clyde Park Avenue, SW (Thanh Khuon Trinh and Norma Trinh, f/k/a Norma Ginete)

13) Budget Amendments

- a) Budget Amendment No. 68 – To Appropriate \$627,472.00 of Additional Budgetary Authority to Fund Additional Wages, Street Lighting Costs, the Indigent Defense Local Share, Motor Pool Maintenance and Fuel Costs, Sewer Maintenance Costs, a Motor

Pool Vehicle, Gypsy Moth Suppression Program Expenses and the Associated Special Assessment Revenue

- b) Budget Amendment No. 69 – To Appropriate \$2,956.02 of Additional Budgetary Authority for Funding of Exercise Equipment and Recognize the Associated Grant Revenue from the Greater Wyoming Community Resource Alliance

14) Consent Agenda

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

- a) To Appoint Barbara VanDuren as a Member of the Planning Commission for the City of Wyoming
- b) To Appoint Mallory Bourdo as a Member of the Tree Commission for the City of Wyoming
- c) To Confirm the Appointment of Barrett Walquist as a Member of the Board of Directors of the Economic Development Corporation and the Brownfield Redevelopment Authority for the City of Wyoming
- d) To Reappoint Members to the Historical Commission and Planning Commission for the City of Wyoming
- e) To Reappoint Members to the Construction Board of Appeals, Housing Commission and Tree Commission for the City of Wyoming
- f) To Reappoint Members to Boards, Commissions, and Committees for the City of Wyoming

15) Resolutions

- g) To Amend a Portion of the City of Wyoming Fee Schedule
- h) To Authorize the Mayor and City Clerk to Enter into Cooperative 21st Century Community Learning Centers Agreements with Wyoming Public Schools (Cohorts I-1, I-2, K, L-1 and L-2)
- i) To Authorize the Mayor and City Clerk to Execute an Employment Contract Between the Police Officers Labor Council Wyoming Command Division and the City of Wyoming
- j) To Authorize the Settlement of Martin Schumacher's Workers' Compensation Case

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

- k) To Accept a Proposal from Midwest Employers Casualty Company for Excess Liability Coverage for Workers' Compensation and to Authorize Execution of the Service Agreement
- l) To Authorize the Mayor and City Clerk to Execute a Special Trunkline Maintenance Permit with the Michigan Department of Transportation for the Construction of a 16 Inch Watermain Along Clyde Park Avenue Through the 28th Street Intersection
- m) To Extend the Bid for Bulk Pick Up and Disposal of Leaves and to Extend the Bid for Grinding and Disposal of Brush to Renewed Earth Inc.
- n) To Extend the Bid for Cured-in-Place Pipe Lining to Corby Energy Services, Inc.
- o) To Authorize the Purchase of Hot Rubber Crack Sealer and Material for Concrete Joint Repairs
- p) To Authorize the Purchase and Installation of a Playground Structure at Marquette Park and to Authorize the Mayor and City Clerk to Execute the Contract
- q) To Authorize the Purchase of a Vibratory Compactor

r) To Accept a Proposal from Technology Partners Group, Inc. to Provide Copier Maintenance and to Execute the Agreement

17) Ordinances

13-19 To Amend Chapter 90, Article 7, Section 90-709 of the City Code Regulating Off-Premises Advertising Signs (First Reading)

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

City of Wyoming Gypsy Moth Suppression Program - General Information

- The City of Wyoming’s current gypsy moth suppression efforts have been in place since 2009.
- Aquatic Consulting Services (ACS), under the direction of Neal Swanson, monitors gypsy moth populations and recommends treatment areas. ACS also assists with treatment day activities.
- Hamilton Helicopter, led by pilot Kurt Homkes, provides application services on treatment day.
- A special assessment applied to affected properties is used to fund the annual program costs.
- The gypsy moth suppression program is administered by the City Clerk and the City Clerk’s Office provides administrative support including coordination of mailings, publication of required legal notices and responding to program related questions.
- The City uses direct mailings, public notices, the City’s website and social media to communicate and share program activities.
- Based on evidence suggesting greater effectiveness, the City of Wyoming performed two sprays in 2019 in response to a significant infestation and citizen complaints.

Gypsy Moth Suppression Program Costs and Statistics by Year

Year	Acreage	Spray Date	ACS/Yr	HH/acre	Small Parcel	Large Parcel/Acre	Total Costs
2009	1230	May 20	\$6,450.00	\$50.00	\$20.00	NA	\$42,950.00
2010	1081	May 20	\$6,625.00	\$50.00	\$25.00	NA	\$60,675.00
2011	0		\$6,830.00				\$6,830.00
2012	0		\$6,830.00				\$6,830.00
2013	0		\$6,625.00				\$6,625.00
2014	0		\$6,625.00				\$6,625.00
2015	745	June 1	\$6,625.00	\$63.00	\$24.00	\$71.64	\$56,014.53
2016	460	May 26	\$6,625.00	\$66.00	\$28.00	\$91.00	\$38,972.59
2017	612	June 5	\$6,625.00	\$66.85	\$26.00	\$81.00	\$48,282.22
2018	1114	June 5	\$6,625.00	\$67.35	\$26.00	\$75.00	\$86,604.68
2019	1704	May 28 June 3	\$6,625.00	\$62.35	\$46.00	\$132.00	\$224,815.00

Observations

- Program related inquiries have decreased significantly since 2009, though periodic increases have been observed on treatment days and when significant infestations are present.
- Approximately 24 calls were received on the 2019 spray days. The majority of inquiries are verifying information or seeking additional information. Approximately four callers expressed an objection or displeasure with the program, noting cost, lack of notification, noise and safety.
- Very few calls have been received following the 2019 treatment.

Call Summary

Date	Street	Comment	Support?	In spray area?
05/28	Maplelawn	Thank you	Yes	Yes
05/28	Oakcrest	Thank you	Yes	Yes
05/28	Clyde Park	Confirming, did not receive notice	Yes	Yes
05/28	Boone	Unhappy, doesn't want to pay	No	Yes
05/28	Unknown	Wasting tax payer money	No	Yes
05/28	40 th Street	School rep calling to confirm	Unknown	Yes
05/28	Unknown	Safe for pets to go outside?	Yes	Yes
05/28	Unknown	Heard helicopter	Yes	Yes
05/28	Unknown	Seeking product information	Unknown	Unknown
05/28	Unknown	Seeking product information	Unknown	Unknown
05/28	Unknown	Question safety	Unknown	Unknown
05/28	Unknown	Helicopter flying low	Unknown	Unknown
05/28	Unknown	Reason for spray	Unknown	Unknown
05/28	Unknown	Reason for spray	Unknown	Unknown
05/28	38 th Street	School rep calling to confirm	Yes	Yes
05/28	Unknown	Helicopter flying low	Unknown	Unknown
6/3	Collingwood	Irate, used foul language	No	Yes
6/3	Unknown	Helicopter flying low	Unknown	Unknown
6/3	Unknown	Product inquiry	Unknown	Unknown
6/3	Unknown	Irate caller, this should be on the news	Unknown	Yes
6/3	Unknown	Confirming spray areas	Yes	Unknown
6/3	Valleyridge	Did not receive notice	Unknown	Yes
6/3	Grenadier	Did not receive notice	Unknown	Yes
6/3	Unknown	Confirming spray areas	Unknown	Unknown
6/4	Woodlake	Not supportive of pesticide use	No	Yes
6/4	Havana	Inquiry about spray	Yes	No
6/5	Newstead	Terrible problem, please spray	Yes	Yes

June 17, 2019

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 19-01

Subject: Acceptance of a Warranty Deed for 2607 Clyde Park Avenue, SW (Thanh Khuon Trinh and Norma Trinh (f/k/a Norma Ginete)

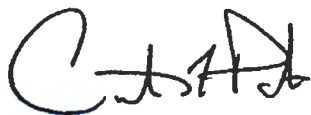
Councilmembers:

Thanh Khuon Trinh and Norma Trinh (f/k/a Norma Ginete), owners of 2607 Clyde Park Avenue, SW, have submitted the following described Warranty Deed. The Warranty Deed conveys ownership rights for additional right-of-way for a seven (7') foot strip of land along the front of their property. The Warranty Deed area is shown on the attached Estimate of Just Compensation drawing.

Grantor:	Thanh Khuon Trinh and Norma Trinh (f/k/a Norma Ginete)
Parcels:	41-17-11-480-011
Right-of-way Size	700 sf – Warranty Deed
Consideration:	\$1,834.00

It is recommended that the City Council accept the Warranty Deed which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Warranty Deed
Estimate of Just Compensation

We Care ^{#WeCare}
The Wyoming Community Cares



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Posterna

Sam Bolt

Jack A. Poll, Mayor

WARRANTY DEED

The Grantor, **Thanh Khuon Trinh and Norma Trinh** (formerly known as Norma Ginete), husband and wife, whose address is 2607 Clyde Park Avenue, SW, Wyoming, MI 49509

DOES HEREBY CONVEY AND WARRANT TO

City of Wyoming, a Michigan Municipal Corporation whose address is 1155 28th Street, SW, Wyoming, Michigan 49509, the real property located in the City of Wyoming, County of Kent, and State of Michigan, known and described as follows:

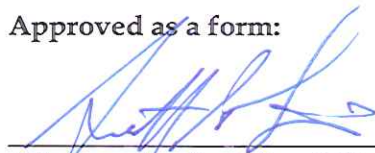
See Exhibit "A" attached hereto for Warranty Deed Area and Warranty Deed Legal Description
(A Portion of Parcel No. 41-17-11-480-011)

for the full consideration of **One Thousand Eight Hundred Thirty Four Dollars and No Cents (\$1,834.00)**

This Warranty Deed is given to convey land for Public Right-of-Way, and is subject to easements and restrictions of record.


DATED: 5-07-19

Approved as a form:

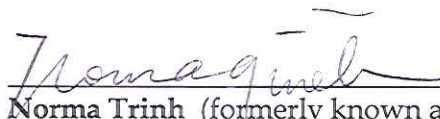


Attorney for the City of Wyoming

GRANTOR:



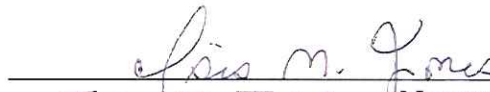
Thanh Khuon Trinh



Norma Trinh (formerly known as Norma Ginete)

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 7th day of May 2019, by **Thanh Khuon Trinh and Norma Trinh** (formerly known as Norma Ginete), husband and wife.

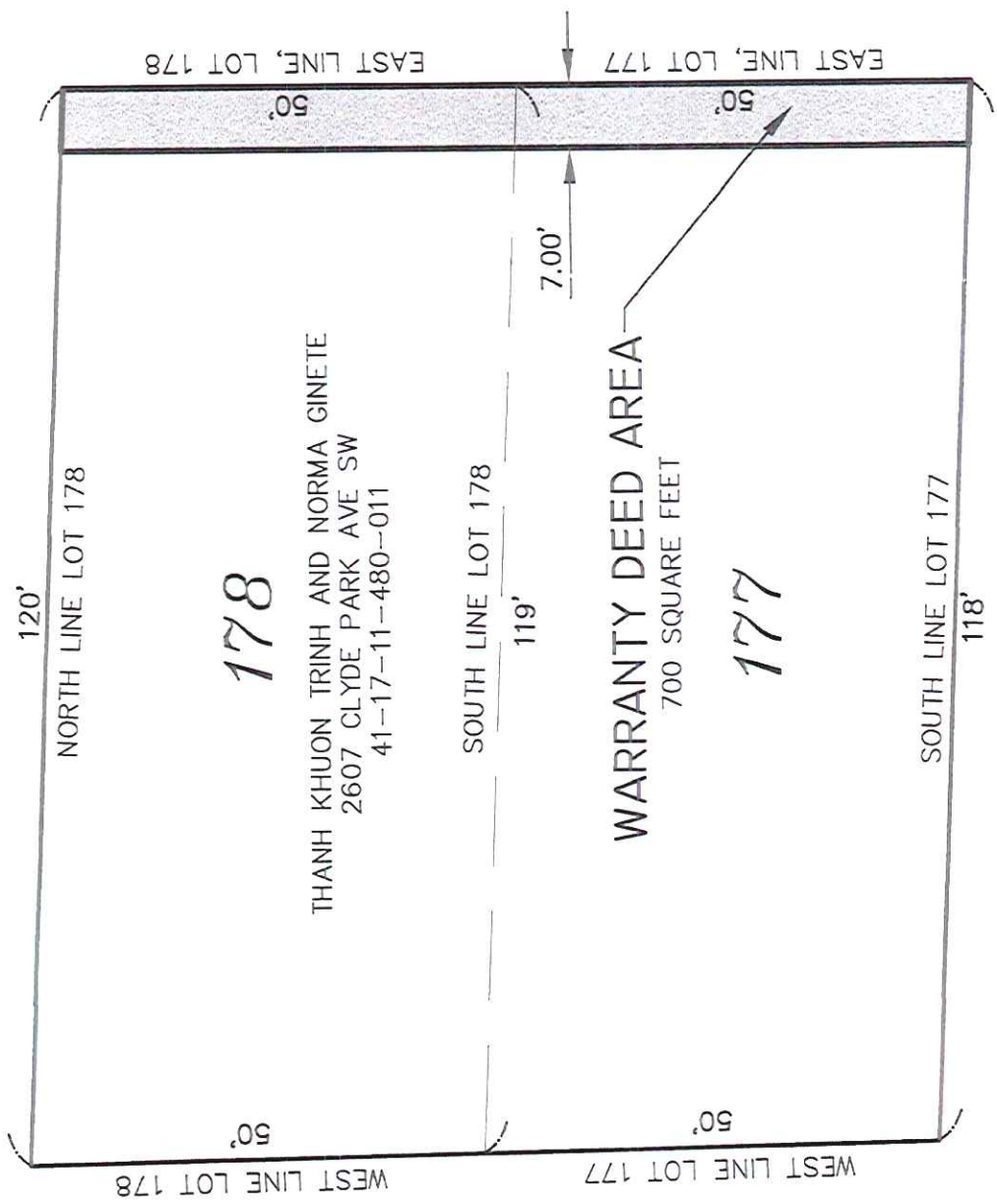


Isis M. Jones Notary Public
State of Michigan, County of Kent
My Commission Expires: 10-13-2024
Acting in the County of Kent

Prepared by and after recording return to:
Deborah S. Poeder
Land Matters, LLC
O-11230 Tallmadge Woods Drive
Grand Rapids, Michigan 49534

Legal Description prepared by:
Michael Manning, P.S.
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, Michigan 49504

26TH ST.



CLYDE PARK AVE.

FOR: CITY OF WYOMING

DATE: 3-01-19

PROJECT NO: 17007 WD #2607

WARRANTY DEED LEGAL DESCRIPTION:
 THE EAST 7 FEET OF LOTS 177 AND 178, CLYDE PARK HILLS, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 34 OF PLATS, PAGE 27, SECTION 11, CITY OF WYOMING, KENT COUNTY, MICHIGAN.



SCALE: 1"=20'

NOTE: LEGAL DESCRIPTION OF OVERALL PARCEL WAS PROVIDED IN COMMITMENT FOR TITLE INSURANCE BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. GRC-125827, DATE 2/01/19.

mon

meyers, bueche & nies, inc.
 civil engineers/surveyors
 1638 leonard st nw
 grand rapids, mi 49504
 616-457-5030
 fax 616-457-8244

LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- +— FENCE
- M = MEASURED
- P = PLATTED

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Clyde Park Watermain

PURPOSE OF REPORT: The purpose of this report is to estimate the Fair Market Value of the land to be acquired and to estimate the Just Compensation for the conveyance of land and the granting of permanent and temporary Easements. The compensation will be based upon the land values obtained from the Wyoming Assessor's Records. This method of compensation is authorized by the Wyoming City Council per Resolution No. 18464 (City Policy Manual).

SITE DATA:		Permanent Parcel No.: 41-17-11-480-011	
Parcel:	Thanh Khuon Trinh and Norma Trinh (f/k/a Norma Ginete)	Land Use:	Residential Improved Size: 0.275 Ac (total)
Address:	2607 Clyde Park Ave., SW	Zoning:	401

<p>ACQUISITION DESCRIPTION:</p> <p>Square foot values based on Land Values obtained from the City of Wyoming website.</p> <p>Summary of Costs:</p> <p><u>Warranty Deed:</u> A rectangular shaped parcel adjacent to Clyde Park Avenue, as shown on the sketch.</p> <p>Area: 700 s.f.</p>	<p>SKETCH:</p> <p align="right">North ▲</p>
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COMPUTATION OF VALUE:		
LAND ACQUISITION, WARRANTY DEED		
700 s.f. (Area)	X	\$ 2.62 per s.f.
		\$1,834.00

REMARKS:

Signed:
Land Matters, llc
Deborah S. Poeder

Agreed to by:
Thanh Khuon Trinh

Norma Trinh (f/k/a Norma Ginete)

For information call 616.791.9805

\$1,834.00

STAFF REPORT

Date: June 17, 2019

Subject: End of Year Budget Amendments

From: Kate Balfort, Senior Accountant
City of Wyoming Finance Department

As the end of the fiscal year draws near, there are several areas in which budget amendments are needed in order to fund some unforeseen expenses. Below are the descriptions for the proposed amendments being requested in the attached budget amendment.

General Fund – Facilities: Due to increased staffing at City Hall throughout the fiscal year for winter maintenance, increased plowing, 3rd shift painting, and other maintenance special projects, \$12,750.00 in additional wages is being requested. (Account 101-267-26700-706.000)

General Fund – Planning: Due to the retirement of two longtime employees within the planning area, an additional \$53,050.00 is being requested to cover the final payout expenses. Normally we have some savings in wages and fringes, however, some of those savings were already used to cover services contracted out to keep up with the increased workload seen in this department. (Accounts 101-400-40000-724.000 and 101-400-40000-725.000)

General Fund – Public Works: The City has not yet recognized the savings expected from the street light change outs. Because of this current estimates show the street lighting expense to come in around the same as last year. An additional \$170,000.00 is being requested to cover these expenses. (Account 101-441-44800-920.000)

General Fund – Transfers: As part of the implementation of the Michigan Indigent Defense Commission's indigent defense fund, the City is required to fund the local share of \$7,007.00. Budget amendment #049 was approved by Council on February 18, 2019. Although the transfer in to the new fund was included in that budget amendment, the transfer out of the General Fund was inadvertently excluded from that amendment. Therefore an additional \$7,007.00 is being requested to fund this expense. (Account 101-999-99900-999.260)

Local Streets Fund – Winter Maintenance: Due to the type of winter we had, we had to plow, and even salt, our local streets more than other years. We were able to absorb the additional wages and related fringes with savings from other areas within the fund. However, an additional \$60,000.00 is being requested to cover the additional motor pool equipment repairs and fuel. (Accounts 203-441-47800-947.200 and 203-441-47800-947.300)

Sewer Fund – Public Works: An additional \$30,000.00 is being requested due to the increase in concrete bids received this year. Due to an increase in proactive sewer main flushing after seeing an increase in sewer backups, an additional \$35,000 is being requested to cover the increases in motor pool and maintenance costs. (Accounts 590-441-54200-930.000, 590-441-54200-947.100, 590-441-54200-947.200, and 590-441-54200-947.300)

Motor Pool Depreciation Reserve Fund: During the reappropriations process, a purchase order for a vehicle that was ordered in June but received and paid for in July was inadvertently excluded. An additional \$88,490.00 is being requested to cover this purchase. (Account 662-441-58500-985.000)

Capital Projects Revolving Fund: During the budget process for fiscal year 2019 an amount for the gypsy moth was included in the budget based on prior year averages. However, this year's program required an increased area and a double spray. An additional \$161,175 is being requested to cover this increased cost while also recognizing the increase in revenue for the associated special assessment. (Account 800-000-10100-956.000)

CITY OF WYOMING BUDGET AMENDMENT

Date: June 17, 2019

Budget Amendment No. 068

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$627,472.00 of additional budgetary authority to fund additional wages, street lighting costs, the indigent defense local share, motor pool maintenance and fuel costs, sewer maintenance costs, a motor pool vehicle, gypsy moth suppression program expenses and the associated special assessment revenue as per the attached staff report.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Facilities - Facilities Maintenance - Salaries				
101-267-26700-706.000	65,980.00	12,750.00		78,730.00
Planning - Planning - Accrued Sick Pay				
101-400-40000-724.000	-	33,810.00		33,810.00
Planning - Planning - Accrued Vacation Pay				
101-400-40000-725.000	-	19,240.00		19,240.00
Public Works - Public Works Street Lighting - Public Utilities				
101-441-44800-920.000	770,000.00	180,000.00		950,000.00
Transfers Out - Transfers - Transfers Indigent Defense Fund				
101-999-99900-999.260	-	7,007.00		7,007.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ 252,807.00	
<u>Local Streets Fund</u>				
Public Works - Winter Maintenance - Motor Pool Equipment Maintenance				
203-441-47800-947.200	95,000.00	50,000.00		145,000.00
Public Works - Winter Maintenance - Motor Pool Equipment Fuel				
203-441-47800-947.300	19,000.00	10,000.00		29,000.00
Fund Balance/Working Capital (Fund 203)		\$ -	\$ 60,000.00	
<u>Sewer Fund</u>				
Public Works - Transmission - Repairs and Maintenance				
590-441-54200-930.000	359,000.00	30,000.00		389,000.00
Public Works - Transmission - Motor Pool Equipment Rental				
590-441-54200-947.100	67,000.00	10,000.00		77,000.00
Public Works - Transmission - Motor Pool Equipment Maintenance				
590-441-54200-947.200	36,000.00	20,000.00		56,000.00
Public Works - Transmission - Motor Pool Equipment Fuel				
590-441-54200-947.300	11,000.00	5,000.00		16,000.00
Fund Balance/Working Capital (Fund 590)		\$ -	\$ 65,000.00	

CITY OF WYOMING BUDGET AMENDMENT

Date: June 17, 2019

Budget Amendment No. 068

<u>Motor Pool Depreciation Reserve Fund</u>			
Public Works - Capital Outlay Depr and Reserve - Capital Outlay Vehicles			
662-441-58500-985.000	864,800.00	88,490.00	953,290.00
Fund Balance/Working Capital (Fund 662)	\$ -	\$ 88,490.00	
<u>Capital Projects Revolving Fund</u>			
Special Assessment Revenue			
800-672.000	309,190.00	161,175.00	470,365.00
General Government - City Council - Other Services			
800-000-10100-956.000	63,825.00	161,175.00	225,000.00
Fund Balance/Working Capital (Fund 800)	\$ -	\$ -	

Recommended: *Kate Baygork*
Senior Accountant

C. J. A.
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2018-2019 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

Interdepartmental Correspondence

TO: Curtis Holt, City Manager
FROM: Chief Kim Koster
DATE: June 13, 2019
SUBJECT: GWCRA Donation



Administrative Services

The Wyoming Department of Public Safety recently received a donation of \$6,500 from the Weller family. Approximately \$3,000 of the donation was used to support our program aimed at improving and maintaining employee health and wellness. As you can imagine, our police officers and firefighters are routinely engaged in stressful situations that can have an impact on their health, both physical and mental. It is extremely important that our employees have a variety of productive outlets for their stress. It is also critical that they are able to maintain healthy lifestyles so that they can effectively handle the physical demands of their position. The Weller donation allowed us to purchase the following workout equipment for the gym located within the Police Services building:

1. Rogue Echo Stationary Bike	750.00
2. Rogue Free weights	205.54
3. Nordic Track Treadmill	1,055.48
4. Concept 2 Rowing Machine	<u>945.00</u>
	2,956.02

We are extremely grateful for the partnership we have had with the Weller family over so many years. Not only do we appreciate their kindness in actions like this, but we thank them for their overall support in achieving our mission of public safety.

RESOLUTION NO. _____

RESOLUTION TO APPOINT BARBARA VANDUREN AS A MEMBER OF THE
PLANNING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Barbara VanDuren has submitted an application requesting appointment to the Planning Commission for the City of Wyoming.
2. A vacancy exists in a regular term ending June 30, 2022 on the Planning Commission.
3. It is the desire of Mayor Jack A. Poll that Barbara VanDuren be appointed to fill the regular term on the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Barbara VanDuren as a member of the Planning Commission for the City of Wyoming for the regular term ending June 30, 2022.

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 June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT MALLORY BOURDO AS A MEMBER OF THE
TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Mallory Bourdo has submitted an application requesting appointment to the Tree Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending in 2023.
3. Mayor Jack Poll has recommended that Mallory Bourdo be appointed as a member of the Tree Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Mallory Bourdo to the Wyoming Tree Commission for the unexpired term ending in 2023.

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 June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF BARRETT WALQUIST
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE
ECONOMIC DEVELOPMENT CORPORATION AND THE BROWNFIELD
REDEVELOPMENT AUTHORITY FOR THE CITY OF WYOMING

WHEREAS:

1. Barrett Walquist has submitted an application requesting appointment to the Economic Development Corporation and the Brownfield Redevelopment Authority for the City of Wyoming.
2. A vacancy exists in an unexpired term ending February 13, 2022 on the Economic Development Corporation and the Brownfield Redevelopment Authority.
3. Mayor Jack Poll has recommended that Barrett Walquist be appointed as a member of the Board of Directors of the City of Wyoming Economic Development Corporation and the Brownfield Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Barrett Walquist as a member of the Board of Directors of the City of Wyoming Economic Development Corporation and the Brownfield Redevelopment Authority for the unexpired term ending February 13, 2022.

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 June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO THE
HISTORICAL COMMISSION AND PLANNING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Historical Commission and Planning Commission expires on June 30, 2019.
2. It is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Historical Commission and Planning Commission for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Historical Commission</u> Anne Kladder	06/30/2022
<u>Planning Commission</u> William Hegyi	06/30/2022
Robert Goodheart	06/30/2022

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of members to the Historical Commission and Planning Commission for the City of Wyoming to the terms so stated.

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 June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO THE
CONSTRUCTION BOARD OF APPEALS, HOUSING COMMISSION AND
TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members for the Construction Board of Appeals, Housing Commission, and Tree Commission expires on June 30, 2019.
2. It is the recommendation of the City Manager that the following members be reappointed to serve on the Construction Board of Appeals, Housing Commission, and Tree Commission:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Construction Board of Appeals</u> Sheldon DeKryger	06/30/2022
<u>Housing Commission</u> Marilee Roukema	06/30/2024
<u>Tree Commission</u> James Ward	06/30/2023

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to reappoint members to the Construction Board of Appeals, Housing Commission, and Tree Commission for the City of Wyoming to the term so stated.

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 June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO BOARDS, COMMISSIONS, AND
COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. Term of office for some members of various Boards, Commissions and Committees expires on June 30, 2019.
2. It is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Building Authority</u> Kelli VandenBerg	06/30/2022
<u>Community Enrichment Commission</u> Gary Bowman	06/30/2022
<u>Election Commission</u> Bruce Robey	06/30/2021
<u>Housing Board of Appeals</u> Patricia Kooienga	06/30/2024
<u>Parks & Recreation Commission</u> Daniel Larabel Lillian Cummings-Pulliams Richard Hamilton	06/30/2022 06/30/2022 06/30/2022
<u>Zoning Board of Appeals</u> Matthew Buist Ronald Palmer	06/30/2022 06/30/2022

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 June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Section III – City Clerk effective July 1, 2019

Section VIII – Police Department effective July 1, 2019

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 June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Proposed Fee Schedule

ALL CHANGES ARE IN BOLD

III - CITY CLERK

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

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

Notarization <u>Notary Fee</u>	2.00	<u>5.00</u>
On-Premise Liquor License Application	300.00	
Precinct Maps	3.00	
Code of Ordinances	100.00	
Qualified Voter File Reports	N/C e-mail	
	.10 per printed page	
	.70 per label page	
	\$5.00 per CD	

ALL CHANGES ARE IN BOLD

VIII – POLICE DEPARTMENT

False Alarms 4 th and 5 th calls	\$ 75.00
6 or more, each	\$200.00
Local Background Check (pre-employment, INS, housing)	\$ 10.00
Notary fee	\$ 2.00 5.00
OWI Cost Recovery Schedule – Per minute charges including fringe benefits:	

	<u>Regular Rate</u>	<u>OT Rate</u>
Patrol Officer	\$1.4006	\$1.4777
Patrol Vehicle	\$0.1208	N/A
Evidence Technician	\$1.1112	\$1.0813
Detective	\$1.5071	\$1.6165
Sergeant	\$1.5818	\$1.7158
Crime Scene Van	\$0.2292	N/A
Clerical	\$10.00 per incident	
Search Warrant/Fax	\$10.00 per incident	
Medical Testing	As billed to the City	
Jail Lodging	As billed to the City	
Fire Lieutenant	\$1.1848	\$1.2438
Fire Fighter	\$1.0892	\$1.1217
Fire Equipment Operator	\$1.1280	\$1.1711
Fire Vehicles	\$100.00 per incident	
Public Works Maintenance II	\$1.0602	\$1.0100
Traffic Maintenance Technician II	\$1.2617	\$1.2713

06/17/2019

RR;jh

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO COOPERATIVE 21st CENTURY COMMUNITY LEARNING CENTERS AGREEMENTS WITH WYOMING PUBLIC SCHOOLS (Cohorts I-1, I-2, K, L-1 and L-2)

WHEREAS:

1. The City desires to partner with Wyoming Public Schools to provide after-school programming for community youth.
2. It is recommended City Council authorize the Mayor and City Clerk to enter into agreements with Wyoming Public Schools from July 1, 2019 through August 30, 2019 for after-school programming at Parkview Elementary, Oriole Park Elementary, North Godwin Elementary, and Godfrey-Lee Early Childhood Center (Cohort I-1), West Elementary, Gladiola Elementary, and Godfrey Elementary (Cohort I-2) and July 1, 2019 through June 30, 2020 to provide after-school programming at Wyoming Intermediate, Wyoming Junior High, Godwin Middle, West Godwin Elementary and Lee Middle (Cohort K), Gladiola Elementary, Oriole Park Elementary, West Elementary, North Godwin Elementary, and Godfrey-Lee Early Childhood Center (Cohort L-1), Parkview Elementary and Godfrey Elementary (Cohort L-2).
3. All 21st Century Community Learning Centers Grants (received by Wyoming Public Schools) cover all direct costs to the City with no matching funds required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into Cooperative 21st Century Community Learning Centers agreements with Wyoming Public Schools, Cohorts I-1 and I-2, July 1, 2019 through August 30, 2019; and Cohorts K, L-1 and L-2 for the period of July 1, 2019 through June 30, 2020 to provide after-school programming.

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 June 17, 2019.

ATTACHMENTS:
Staff Report
Agreements

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 11, 2019

Subject: Wyoming Public Schools 21st Century Community Learning Centers Grants
(Cohort I-1, I-2, K, L-1, L-2)

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: June 17, 2019

RECOMMENDATION:

It is recommended that the City Council approve agreements (5) with the Wyoming Public School District, allowing for the implementation and management of the TEAM 21 after-school and summer program in partnership with Wyoming Public Schools, Godfrey-Lee Public Schools, and Godwin Heights Public Schools.

COMMUNITY, SAFETY, STEWARDSHIP:

TEAM 21 provides after-school and summer programming in the Wyoming community. Last year, the program served nearly 1,800 students. Over 80% of the families in the schools served by this program qualify for free or reduced-cost meals (an indicator of 140% federal poverty or below). The program is free of charge to participants and provides them a safe place to learn and grow during out-of-school hours when they might otherwise be left home alone or unattended in the community.

DISCUSSION:

The TEAM 21 program is funded by multiple grants, each authorized within five year funding cycles. While TEAM 21 is a collaborative program between the City of Wyoming and multiple school districts, Wyoming Public Schools is the grantee of record with the State of Michigan and acts as the fiduciary for fund distribution across all partners.

For the purpose of audit and grant records, individual agreements are required for each Cohort (grant) agreement. The following illustrates the number of years a grant for a particular Cohort (beginning July 1, 2019) has been awarded, along with anticipated award end date, the schools funded and the district to which they belong:

Cohort I-1 Grant

5 Years (ending Aug. 2019)

Parkview Elementary (WPS), Oriole Park Elementary (WPS), North Godwin Elementary (GHPS), Godfrey-Lee Early Childhood Center (GLPS)

*West Kelloggsville Elementary (KPS) was also previously funded by this grant

Cohort I-2 Grant

5 Years (ending Aug. 2019)

West Elementary (WPS), Gladiola Elementary (WPS), and Godfrey Elementary (GLPS)

*West Godwin Elementary (GHPS) and Southeast Kelloggsville Elementary (KPS) were also previously funded by this grant

Cohort K Grant

5 Years (ending June 2023)

Wyoming Intermediate (WPS), Wyoming Junior High (WPS), Godwin Middle (GHPS), Lee Middle (GLPS), West Godwin Elementary (GHPS)

*West Godwin Elementary (GHPS) replaces Kelloggsville Middle (KPS), which was previously funded by this grant

Cohort L-1 Grant

5 Years (ending June 2024)

Gladiola Elementary (WPS), Oriole Park Elementary (WPS), West Elementary (WPS), North Godwin Elementary (GHPS), Godfrey-Lee Early Childhood Center (GLPS)

Cohort L-2 Grant

5 Years (ending June 2024)

Parkview Elementary (WPS), Godfrey Elementary (GLPS)

BUDGET IMPACT:

Budget amendments will be processed by the Finance Director and presented to City Council for approval after July 1, 2019. The FY 2019-2020 budget cannot be amended until it is active, per the Finance Director. The agreements ensure that City of Wyoming cash expenses related to the operation of TEAM 21 are fully reimbursed by the Wyoming Public School District.

The affected account numbers are:

Cohort I-1 Grant: 208-752-761.10 – 706, 707, 715, 716, 717, 718, 719, 721, 740, 806, 860, 910 and 956

Cohort I-2 Grant: 208-752-761.11 – 706, 707, 715, 716, 717, 718, 719, 721, 740, 806, 860, 910 and 956

Cohort K Grant: 208-752-761.12 – 706, 707, 715, 716, 717, 718, 719, 721, 740, 806, 860, 910 and 956

Cohort L-1 Grant: 208-752-761.13 – 706, 707, 715, 716, 717, 718, 719, 721, 740, 806, 860, 910 and 956

Cohort L-2 Grant: 208-752-761.14 – 706, 707, 715, 716, 717, 718, 719, 721, 740, 806, 860, 910 and 956

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**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
(Cohort I-1)
JULY 1, 2019 to AUGUST 30, 2019**

This Cooperative 21st Century Community Learning Center (21st CCLC) Agreement, is made as of July 1, 2019, between Wyoming Public Schools (“WPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both WPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, WPS will partner to provide such services and/or products (indicated below) to children at Parkview Elementary, Oriole Park Elementary, North Godwin Elementary and Godfrey-Lee Early Childhood Center schools. WPS will partner with City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st CCLC Grant approved by the State of Michigan Department of Education. WPS will be the fiscal agent and City will draw down appropriate funds on a monthly basis. Such payment shall be made from WPS to City within 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the project director, site coordinators, group leaders, and contract instructors. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the WPS Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and that equipment will become sole property of WPS if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the WPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with WPS in preparation of all state and federal reports that apply to the 21st CCLC Grant. City and WPS will maintain all records in the manner required by the 21st CCLC Grant and in accordance with their respective records retention policies.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	-
Salaries-Temporary	48,357.00
FICA	3,705.00
Hospitalization Insurance	1,160.00
Life Insurance	-
Pension	-
Workers Comp. Insurance	1,741.00
CIP & Longevity	-
Operating Supplies	-
Liability Insurance	1,069.00
Other Services	
Total	\$56,032.00

12. WPS shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the City project director will perform most administrative services, it is agreed that the WPS Grant Coordinator has direct oversight of the 21st CCLC. WPS's Administrative Services will exclude all direct disciplinary actions with City employees, but WPS may request action be taken. The WPS Grants Coordinator and City project director will each provide WPS and City administrations any information either of them may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable Michigan law. During the term of this agreement, City shall maintain, excess insurance coverage over its self-insured retention, for liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars that covers the acts and omissions of City and City's officers and employees in accordance with this Agreement.

14. WPS shall be held harmless in all manners, except for WPS's gross negligence and willful acts.

15. Termination of this agreement by either Wyoming or City requires a sixty day written notice. Termination may occur at the end of the sixty days.

CITY OF WYOMING

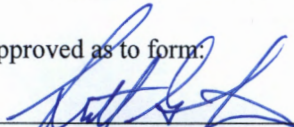
Dated: _____, 2019

By _____
Jack A. Poll, Mayor

Dated: _____, 2019

By _____
Kelli A. Vandenberg, City Clerk

Approved as to form:



Scott G. Smith, City Attorney

WYOMING PUBLIC SCHOOLS

Dated: _____, 2019

By _____
Craig Hoekstra, Superintendent

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
(Cohort I-2)
JULY 1, 2019 to AUGUST 30, 2019**

This Cooperative 21st Century Community Learning Center (21st CCLC) Agreement, is made as of July 1, 2019, between Wyoming Public Schools (“WPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both WPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, WPS will partner to provide such services and/or products (indicated below) to children at West Elementary, Gladiola Elementary, and Godfrey Elementary schools. WPS will partner with City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st CCLC Grant approved by the State of Michigan Department of Education. WPS will be the fiscal agent and City will draw down appropriate funds on a monthly basis. Such payment shall be made from WPS to City within 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the project director, site coordinators, group leaders, and contract instructors. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the WPS Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and that equipment will become sole property of WPS if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the WPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with WPS in preparation of all state and federal reports that apply to the 21st CCLC Grant. City and WPS will maintain all records in the manner required by the 21st CCLC Grant and in accordance with their respective records retention policies.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	-
Salaries - Temporary	44,576.00
FICA	3,417.00
Hospitalization Insurance	1,740.00
Life Insurance	-
Pension	-
Workers Comp. Insurance	1,607.00
CIP & Longevity	-
Operating Supplies	-
Liability Insurance	987.00
Other Services	-
Total	\$52,327.00

12. WPS shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the City project director will perform most administrative services, it is agreed that the WPS Grant Coordinator has direct oversight of the 21st CCLC. WPS's Administrative Services will exclude all direct disciplinary actions with City employees, but WPS may request action be taken. The WPS Grants Coordinator and City project director will each provide WPS and City administrations any information either of them may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable Michigan law. During the term of this agreement, City shall maintain, excess insurance coverage over its self-insured retention, for liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars that covers the acts and omissions of City and City's officers and employees in accordance with this Agreement.

14. WPS shall be held harmless in all manners, except for WPS's gross negligence and willful acts.

15. Termination of this agreement by either Wyoming or City requires a sixty day written notice. Termination may occur at the end of the sixty days.

CITY OF WYOMING

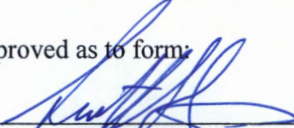
Dated: _____, 2019

By _____
Jack A. Poll, Mayor

Dated: _____, 2019

By _____
Kelli A. Vandenberg, City Clerk

Approved as to form:



Scott G. Smith, City Attorney

WYOMING PUBLIC SCHOOLS

Dated: _____, 2019

By _____
Craig Hoekstra, Superintendent

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
(Cohort K)
JULY 1, 2019 to JUNE 30, 2020**

This Cooperative 21st Century Community Learning Center (21st CCLC) Agreement, is made as of July 1, 2019, between Wyoming Public Schools (“WPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both WPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, WPS will partner to provide such services and/or products (indicated below) to children at Wyoming Intermediate, Wyoming Junior High, Godwin Middle, West Godwin Elementary and Lee Middle schools. WPS will partner with City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st CCLC Grant approved by the State of Michigan Department of Education. WPS will be the fiscal agent and City will draw down appropriate funds on a monthly basis. Such payment shall be made from WPS to City within 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the project director, site coordinators, group leaders, and contract instructors. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the WPS Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and that equipment will become sole property of WPS if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the WPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with WPS in preparation of all state and federal reports that apply to the 21st CCLC Grant. City and WPS will maintain all records in the manner required by the 21st CCLC Grant and in accordance with their respective records retention policies.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	42,121.00
Salaries – Temporary	365,449.00
FICA	31,182.00
Hospitalization Insurance	27,866.00
Life Insurance	59.00
Pension – Pension	9,718.00
Pension – DC Plan	3,371.00
Pension – Health – DC	1,686.00
Workers Comp. Insurance	14,636.00
CIP & Longevity	-
Operating Supplies	21,285.00
Software	313.00
Travel/Training	2,000.00
Liability Insurance	8969.00
Other Services	7756.00
Total	\$536,411.00

12. WPS shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the City project director will perform most administrative services, it is agreed that the WPS Grant Coordinator has direct oversight of the 21st CCLC. WPS's Administrative Services will exclude all direct disciplinary actions with City employees, but WPS may request action be taken. The WPS Grants Coordinator and City project director will each provide WPS and City administrations any information either of them may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable Michigan law. During the term of this agreement, City shall maintain, excess insurance coverage over its self-insured retention, for liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars that covers the acts and omissions of City and City's officers and employees in accordance with this Agreement.

14. WPS shall be held harmless in all manners, except for WPS's gross negligence and willful acts.

15. Termination of this agreement by either Wyoming or City requires a sixty day written notice. Termination may occur at the end of the sixty days.

CITY OF WYOMING

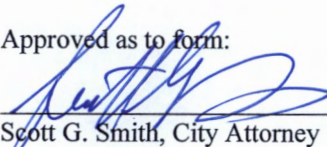
Dated: _____, 2019

By _____
Jack A. Poll, Mayor

Dated: _____, 2019

By _____
Kelli A. VandenBerg, City Clerk

Approved as to form:



Scott G. Smith, City Attorney

WYOMING PUBLIC SCHOOLS

Dated: _____, 2019

By _____
Craig Hoekstra, Superintendent

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
(Cohort L-1)
JULY 1, 2019 to JUNE 30, 2020**

This Cooperative 21st Century Community Learning Center (21st CCLC) Agreement, is made as of July 1, 2019, between Wyoming Public Schools (“WPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both WPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, WPS will partner to provide such services and/or products (indicated below) to children at Gladiola Elementary, Oriole Park Elementary, West Elementary, North Godwin Elementary and Godfrey-Lee Early Childhood Center schools. WPS will partner with City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st CCLC Grant approved by the State of Michigan Department of Education. WPS will be the fiscal agent and City will draw down appropriate funds on a monthly basis. Such payment shall be made from WPS to City within 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the project director, site coordinators, group leaders, and contract instructors. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the WPS Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and that equipment will become sole property of WPS if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the WPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with WPS in preparation of all state and federal reports that apply to the 21st CCLC Grant. City and WPS will maintain all records in the manner required by the 21st CCLC Grant and in accordance with their respective records retention policies.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	42,121.00
Salaries – Temporary	354,893.00
FICA	30,375.00
Hospitalization Insurance	26,691.00
Life Insurance	59.00
Pension – Pension	9,730.00
Pension – DC Plan	3,371.00
Pension – Health – DC	1,700.00
Workers Comp. Insurance	14,257.00
CIP & Longevity	-
Operating Supplies	66,198.00
Software	313.00
Travel/Training	2,000.00
Liability Insurance	8,737.00
Other Services	6,940.00
Total	\$ 567,385.00

12. WPS shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the City project director will perform most administrative services, it is agreed that the WPS Grant Coordinator has direct oversight of the 21st CCLC. WPS's Administrative Services will exclude all direct disciplinary actions with City employees, but WPS may request action be taken. The WPS Grants Coordinator and City project director will each provide WPS and City administrations any information either of them may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable Michigan law. During the term of this agreement, City shall maintain, excess insurance coverage over its self-insured retention, for liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars that covers the acts and omissions of City and City's officers and employees in accordance with this Agreement.

14. WPS shall be held harmless in all manners, except for WPS's gross negligence and willful acts.

15. Termination of this agreement by either Wyoming or City requires a sixty day written notice. Termination may occur at the end of the sixty days.

CITY OF WYOMING

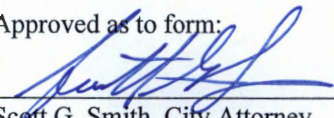
Dated: _____, 2019

By _____
Jack A. Poll, Mayor

Dated: _____, 2019

By _____
Kelli A. VandenBerg, City Clerk

Approved as to form:



Scott G. Smith, City Attorney

WYOMING PUBLIC SCHOOLS

Dated: _____, 2019

By _____
Craig Hoekstra, Superintendent

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
(Cohort L-2)
JULY 1, 2019 to JUNE 30, 2020**

This Cooperative 21st Century Community Learning Center (21st CCLC) Agreement, is made as of July 1, 2019, between Wyoming Public Schools (“WPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both WPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, WPS will partner to provide such services and/or products (indicated below) to children at Parkview Elementary and Godfrey Elementary schools. WPS will partner with City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st CCLC Grant approved by the State of Michigan Department of Education. WPS will be the fiscal agent and City will draw down appropriate funds on a monthly basis. Such payment shall be made from WPS to City within 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the project director, site coordinators, group leaders, and contract instructors. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the WPS Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and that equipment will become sole property of WPS if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the WPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with WPS in preparation of all state and federal reports that apply to the 21st CCLC Grant. City and WPS will maintain all records in the manner required by the 21st CCLC Grant and in accordance with their respective records retention policies.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	16,046.00
Salaries – Temporary	144,028.00
FICA	12,249.00
Hospitalization Insurance	12,057.00
Life Insurance	24.00
Pension – Pension	3,703.00
Pension – DC Plan	1,284.00
Pension – Health – DC	643.00
Workers Comp. Insurance	5,750.00
CIP & Longevity	-
Operating Supplies	26,169.00
Software	120.00
Travel/Training	750.00
Liability Insurance	3,525.00
Other Services	2,124.00
Total	\$228,472.00

12. WPS shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the City project director will perform most administrative services, it is agreed that the WPS Grant Coordinator has direct oversight of the 21st CCLC. WPS’s Administrative Services will exclude all direct disciplinary actions with City employees, but WPS may request action be taken. The WPS Grants Coordinator and City project director will each provide WPS and City administrations any information either of them may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable Michigan law. During the term of this agreement, City shall maintain, excess insurance coverage over its self-insured retention, for liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars that covers the acts and omissions of City and City’s officers and employees in accordance with this Agreement.

14. WPS shall be held harmless in all manners, except for WPS's gross negligence and willful acts.

15. Termination of this agreement by either Wyoming or City requires a sixty day written notice. Termination may occur at the end of the sixty days.

CITY OF WYOMING

Dated: _____, 2019

By _____
Jack A. Poll, Mayor

Dated: _____, 2019

By _____
Kelli A. VandenBerg, City Clerk

Approved as to form:



Scott G. Smith, City Attorney

WYOMING PUBLIC SCHOOLS

Dated: _____, 2019

By _____
Craig Hoekstra, Superintendent

06/17/2019

Human Resources/KMB

RESOLUTION NO. _____

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

WHEREAS:

1. The Employment Contract between the Police Officers Labor Council Wyoming Command Division and the City of Wyoming effective July 1, 2019 through June 30, 2023, was approved by the Police Officers Labor Council Wyoming Command Division.
2. It is recommended that the City Council approve said Contract.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the Employment Contract between the Police Officers Labor Council Wyoming Command Division and the City of Wyoming effective July 1, 2019 through June 30, 2023.
2. The City Council for the City of Wyoming does hereby authorize the Mayor and City Clerk to execute said Employment Contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Notice from the Union

Tentative Mediation Settlement Agreement

Classification and Wage Schedules

Resolution No. _____

Bosker, Kristen

From: Hunt, Dave
Sent: Thursday, June 6, 2019 3:47 PM
To: Bosker, Kristen
Cc: Greg Huggett (gthuggett@aol.com)
Subject: Command Union

Hi Kristen,

I'm pleased to report that our Police Command Union met this afternoon and voted on the proposed contract. It was successfully voted on to be ratified.

Respectfully,

David Hunt

CITY OF WYOMING - MEDIATION

All changes are subject to approval by the City Council and ratification of the bargaining unit.

Date: 05.29.19

1. Duration
July 1, 2019 through June 30, 2023 (four years)
2. **TA 01.31.19 Article 9 Leave of Absence and Sick Leave, Section 2C – add language as shown below:**
Add the following language to the end of both paragraphs in section 2C: except for misconduct.
3. **TA 01.31.19 Article 9 Leave of Absence and Sick Leave, Section 2G - Delete entire paragraph**
When an employee requests time off to obtain professional personal medical or dental care, the employee shall not be charged sick leave if the time off the job is two (2) hours or less.
4. **TA 01.31.19 (housekeeping) Article 11 Vacations, Section E – change as shown below:**
C. – An employee who enters the Police Command unit after January 1, 2009 and has accumulated more than the maximum allowable vacation hours shall convert vacation according to the same formula in the first paragraph above effective the next January 1.
5. Article 13 Insurance, Section 1. Health – Change as shown below:

Section 1. Health. The Employer shall provide each employee and the employee's dependents with group health coverage, which shall include the following:

- A. The benefits provided under the Employer's sponsored plan, which shall be at least those in effect July 1, 2015 **2019**.
- B. **Effective July 1, 2019**, the prescription co-pay shall be \$10 for generic drugs, \$30 **\$40** for preferred name-brand drugs, and \$60 **\$70** for non-preferred name-brand drugs.

Effective July 1, 2019, the prescription co-pay for specialty drugs shall be 20% of the cost with a maximum of \$100 per prescription per fill.

Effective July 1, 2019, the prescription drug coverage shall change from an open formulary to a closed formulary (note: no active bargaining unit member or retiree of the bargaining unit or their dependents will be caused to lose coverage for a drug they are currently prescribed by reason of the conversion to a closed formulary).

- C. Outdated. Covered in subsection D - remove from Contract.
- D. ~~Effective September 1, 2015 the co-pays shall be increased as follows: the office visit co-pay shall be \$20. Co-pays for using a specialist shall be \$30 (unless the specialist is the member's primary care physician in which case it shall be \$20), \$40 for using an urgent care facility, \$100 for using a hospital emergency room visit (waived if admitted), and \$100 for imaging services (maximum two imaging co-pays per year).~~

Effective July 1, 2021, the office visit co-pay shall be \$25. Co-pays for using a specialist shall be \$40 (unless the specialist is the member's primary care physician, in which case it shall be \$25), \$50 for using an urgent care facility, \$150 for using a hospital emergency room visit (waived if admitted) and \$125 for imaging services (maximum three imaging co-pays per year).

6. **TA 01.31.19 Article 13 Insurance, Section 3. Dental and Vision**
Change date from July 1, 2015 to July 1, 2019

7. Article 13 Insurance, Section 4. Retirees Life Insurance - Delete Section 4, Retirees Life Insurance
~~An employee retiring after July 1, 1986 shall be provided \$5000.00 in life insurance coverage which shall remain in effect until the retiree reaches age 65. The Employer may be the insurer.~~

8. **TA 01.31.19 Article 13 Insurance - Add a new Section (9) to Article 13 as shown below:**
Section 9. Affordable Care Act

In the event it is determined that the City will become liable for any excise tax on health care coverage under the Affordable Care Act ("ACA") (commonly known as the "Cadillac tax"), or for any similar tax, penalty or fine under the ACA, this Agreement shall immediately reopen on the subject of health care coverage and the parties shall immediately meet to bargain for the purpose of modifying the Agreement so as to eliminate all such taxes, penalties or fines for the City.

9. Article 14 Wage and Pay Policies, Section 1. Wages – Replace current wage language with the following (the two paragraphs below wage increase amounts remain the same)

Wage increases shall be as follows:

- July 1, 2019: 2.50%
- July 1, 2020: 2.50%
- July 1, 2021: 2.25%
- July 1, 2022: 2.25%

10. TA 01.31.19 Article 17 Retiree Health, DB, DC, and PEHP, Section 2 Retiree Health Care System – Add a new paragraph in Section 2 as follows:

E. Buyout. The Employer may offer employees a buyout of retiree health insurance on a voluntary basis.

11. TA 01.31.19 Housekeeping

- A. Update Appendix A to refer to appropriate sections of the Retiree Medical Trust and Medical Policy.
- B. Article 17, Section 5 change reference from 2.12 to 2.13 in the second paragraph.
- C. Janus Decision – Incorporate MOU into the contract. (note, will work with POLC on changes to some of the language and check-off)
- D. Article 7 Seniority and Layoff, Section 2 – Will be paid for comp time – probationary period.

TENTATIVE AGREEMENTS FROM POLC 1ST PROPOSAL. 01.31.19

#2 Article 3, Union Representation/Membership, Article 4-Union Security, Article 5- Checkoff. Incorporate Janus language/LOA into CBA. (note, will work with City of changes to some of the language and checkoff)

#10 Article 20 – Miscellaneous Provisions, Section E – Call Outs and Standby, incorporate all letters of understanding into the collective bargaining agreement (Reduction in Rank, Janus (see previous notes), and Call Outs and Standby. For the Call Outs and Standby LOU/MOU for the first two items on the MOU, add " or compensatory time" after "..... straight time." The third items on the MOU would also be inserted into the contract. The fourth and fifth items would not be inserted because those are being changed in accordance with the Union Proposal #13 on the January 31, 2019 first proposal to change the language in the contract for Article 20, Subsection E to match the language from the POLC non-supervisory contract as follows:

An employee called to work on an assignment at any time not contiguous with a scheduled work shift shall be credited with three (3) hours at the overtime rate or with the actual hours worked at the overtime rate, whichever is greater. If such time is contiguous with a scheduled shift, the employee shall be paid at the overtime rate for only the actual hours worked. The employee shall be released from duty upon completion of such assignment.

An employee required to be on standby at the employee's place of residence, or such other location agreed to by the Employer and employee, shall be paid one (1) hour for each four (4) hours or fraction thereof required to be on standby.

#11 Incorporate POLC Logo (note, will also incorporate Wyoming DPS/Police Logo)

#13 Call Out language same as POLC non-supervisory (note this covered in #10 above)

R. Oosthuizen 5/29/19
Jerry Huggins 5/29/19

CLASSIFICATION AND SALARY SCHEDULE

POLICE COMMAND OFFICERS

JULY 1, 2019 - 2.5% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL	
			Min.	Max.	Min.	Max.	Min.	Max.
22060	Police Sergeant	L09	35.62	41.57	6,174.13	7,205.47	\$74,090	\$86,466
22050	Police Lieutenant	L12	39.17	45.68	6,789.47	7,917.87	\$81,474	\$95,014
22040	Police Captain	L15	44.68	52.04	7,744.53	9,020.27	\$92,934	\$108,243

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

WAGE RANGE NUMBER	A		B		C		D		E		F	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
L09	35.62	41.57	36.81	43.16	38.01	44.40	39.17	45.68	40.28	46.87	41.57	47.86
L12	39.17	45.68	40.53	47.04	41.78	48.29	43.16	49.67	44.40	50.89	45.68	52.11
L15	44.68	52.04	46.10	53.46	47.54	54.90	49.04	56.50	50.49	58.01	52.04	59.54

Updated May 29, 2019

CLASSIFICATION AND SALARY SCHEDULE

POLICE COMMAND OFFICERS

JULY 1, 2020 - 2.5% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL	
			Min.	Max.	Min.	Max.	Min.	Max.
22060	Police Sergeant	L09	36.51	42.61	6,328.40	7,385.73	\$75,941	\$88,629
22050	Police Lieutenant	L12	40.15	46.82	6,959.33	8,115.47	\$83,512	\$97,386
22040	Police Captain	L15	45.80	53.34	7,938.67	9,245.60	\$95,264	\$110,947

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

WAGE RANGE NUMBER						
	A	B	C	D	E	F
L09	36.51	37.73	38.96	40.15	41.29	42.61
L12	40.15	41.54	42.82	44.24	45.51	46.82
L15	45.80	47.25	48.73	50.27	51.75	53.34

Updated May 29, 2019

CLASSIFICATION AND SALARY SCHEDULE

POLICE COMMAND OFFICERS

JULY 1, 2021 - 2.25% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL	
			Min.	Max.	Min.	Max.	Min.	Max.
22060	Police Sergeant	L09	37.33	43.57	6,470.53	7,552.13	\$77,646	\$90,626
22050	Police Lieutenant	L12	41.05	47.87	7,115.33	8,297.47	\$85,384	\$99,570
22040	Police Captain	L15	46.83	54.54	8,117.20	9,453.60	\$97,406	\$113,443

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

WAGE RANGE NUMBER	WAGE					
	A	B	C	D	E	F
L09	37.33	38.58	39.84	41.05	42.22	43.57
L12	41.05	42.47	43.78	45.24	46.53	47.87
L15	46.83	48.31	49.83	51.40	52.91	54.54

Updated May 29, 2019

CLASSIFICATION AND SALARY SCHEDULE

POLICE COMMAND OFFICERS

JULY 1, 2022 - 2.25% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL	
			Min.	Max.	Min.	Max.	Min.	Max.
22060	Police Sergeant	L09	38.17	44.55	6,616.13	7,722.00	\$79,394	\$92,664
22050	Police Lieutenant	L12	41.97	48.95	7,274.80	8,484.67	\$87,298	\$101,816
22040	Police Captain	L15	47.88	55.77	8,299.20	9,666.80	\$99,590	\$116,002

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

WAGE RANGE NUMBER	A	B	C	D	E	F
L09	38.17	39.45	40.74	41.97	43.17	44.55
L12	41.97	43.43	44.77	46.26	47.58	48.95
L15	47.88	49.40	50.95	52.56	54.10	55.77

Updated May 29, 2019

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE SETTLEMENT OF
MARTIN SCHUMACHER'S WORKERS' COMPENSATION CASE

WHEREAS:

1. A settlement in the amount of \$11,075 has been negotiated in the workers' compensation case of Martin Schumacher, subject to the approval of the Wyoming City Council.
2. It is recommended such settlement be approved.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the settlement of Martin Schumacher's workers' compensation case for the amount of \$11,075 in accordance with the redemption settlement agreement.
2. The Wyoming City Council does hereby authorize the City Manager to acknowledge acceptance of the settlement.

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 June 17, 2019.

ATTACHMENT:
Letter from Brian Fleming

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____



**BLEAKLEY
CYPHER
PARENT
WARREN
& QUINN**

ATTORNEYS AT LAW

John A. Quinn
Mark C. White
Roger N. Martin
Douglas J. Klein
Brian R. Fleming
James J. Helminski
Julie A. Jackimowicz
Steven C. Highfield
Nicholas M. Risko
Laura A. Cross
Garrison S. Shepard

PARALEGALS

C. Mac Ward
Michele L. Niehof, MSCC
Melissa D. Gritter, MSCC
Heidi L. Hackbarth
Christopher M. Jokinen
Ward B. Morrow

**GRAND RAPIDS
OFFICE**

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49503

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616/774-7016

www.bcpwq.com

SATELLITE OFFICE
Lansing, Michigan
48864

June 3, 2019

Via Email: Boskerk@wyomingmi.gov

Ms. Kristen Bosker
Human Resources Specialist
City of Wyoming
1155 – 28th Street SW
PO Box 905
Wyoming, MI 49509-0905

RE: Martin Schumacher v City of Wyoming
Claim Number:
Our File No: 145.87403

Dear Ms. Bosker:

Martin Schumacher has agreed to settle his workers' compensation claim for wage loss and vocational indemnity benefits in exchange for the payment of \$11,075.00. This will resolve all aspects of all workers' compensation injuries.

Settlement of a workers' compensation claim means that Martin Schumacher will settle any and all potential claims against the City of Wyoming for any and all injuries sustained at any point during the point during the course of his employment. We will never in the future, assuming the settlement is approved by the workers' compensation magistrate, be responsible for payment of any workers' compensation benefits.

The City will, of course, be obligated to continue to provide any retiree benefits as it does currently.

A workers' compensation settlement is not final until ultimately approved by a workers' compensation magistrate, but the terms outlined herein are the terms that will ultimately be presented at the time of the redemption hearing to the magistrate for approval.

Thank you for your kind attention to this correspondence.

Very truly yours,

Brian R. Fleming
Direct Dial: 616/234-0814
Email: bfleming@bcpwq.com
BRF/hlc

cc: Ms. Kathleen Larsen (Via Email: klarsen@compone.net)

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM MIDWEST EMPLOYERS CASUALTY
COMPANY FOR EXCESS LIABILITY COVERAGE FOR WORKERS' COMPENATION
AND TO AUTHORIZE EXECUTION OF THE SERVICE AGREEMENT

WHEREAS:

1. CompOne provides third party administration of the City of Wyoming's workers' compensation program.
2. As detailed in the attached staff report, CompOne has received and reviewed quotations for excess liability coverage and recommends acceptance of the quotation from Midwest Employers Casualty Company in the amount shown on the attached quotation.
3. It is recommended the City Council accept quotation number 0221760 received from Midwest Employers Casualty Company.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quotation from Midwest Employers Casualty Company for excess liability coverage for workers' compensation.
2. The City Council does hereby authorize the City Manager to execute the service agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quotation

Resolution No. _____

STAFF REPORT

Date: June 6, 2019
Subject: Excess Workers' Compensation Insurance Renewal
From: Emily Vande Griend, Human Resources Specialist
Meeting Date: June 17, 2019

RECOMMENDATION:

It is recommended the City Council accept quotation 0221760 for excess liability insurance coverage for worker's compensation from Midwest Employers Casualty Company.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's workers' compensation system is self funded, and the State of Michigan requires that all self-funded systems hold excess liability insurance coverage in the case that a work-related injury or illness incurs high cost claims.

Obtaining quotes for excess insurance coverage ensures stewardship of the City's financial resources – obtaining the best price for the level of coverage the City desires. Holding coverage safeguards the City's resources if a high cost claim would occur, and keeps us in compliance with state law.

DISCUSSION:

The City contracts with CompOne Administrators for workers' compensation third party administrator (TPA) services. As part of the services provided, CompOne coordinates the excess liability insurance renewals.

CompOne contacted excess liability insurance carriers and received a quotation from Midwest Employers Casualty Company. The attached quotation includes several coverage options. Mark Hankerd (CompOne), Finance, and Human Resources staff have reviewed the quote, and recommend the one year renewal with specific retention at the \$500,000 level.

The quotation reflects the same specific retention and liability limit as the City's expiring policy. The following is a summary of the Midwest Employers Casualty Company quotation:

FY 2019-2020	one year agreement
Rate per \$100 of payroll:	.2285
Total Est. Policy Premium:	\$59,138
Policy Minimum Preimum:	\$53,224

This quotation's rate is .0107 less than the 2018 renewal of .2392 per \$100 of payroll, which will save the City approximately \$2,750 based on this year's estimated payroll.

BUDGET IMPACT:

Funds for the worker's compensation excess liability insurance coverage are budgeted in the City's workers' compensation insurance fund 682-000-96500-911.100



**Excess Workers Compensation
Quotation Sheet**

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2019

Insured: City of Wyoming

Quote Date: 05/31/2019

Policy #: EWC009288

Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS			
	0221760	0221914	0221915	0221916
Named States	MI	MI	MI	MI
SPECIFIC:				
Specific Limit	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Specific Retention	\$500,000	\$500,000	\$550,000	\$550,000
EMPLOYERS LIABILITY:				
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Employers Liability Retention	See Specific	See Specific	See Specific	See Specific
AGGREGATE:				
Aggregate Limit	NA	NA	NA	NA
Aggregate Retention	NA	NA	NA	NA
Estimated Aggregate Retention	NA	NA	NA	NA
Minimum Aggregate Retention	NA	NA	NA	NA
RATING BASE:				
Est. Annual Payroll	\$25,880,816	\$25,880,816	\$25,880,816	\$25,880,816
Est. Annual Manual Premium	\$495,135	\$495,135	\$495,135	\$495,135
Length of Policy (Years)	1.000000	2.000000	1.000000	2.000000
Est. Policy Normal Premium	\$495,135	\$990,270	\$495,135	\$990,270
Rate per \$100 of Payroll	.2285	.2285	.2091	.2091
PREMIUM:				
Total Est Policy Prd Premium (including Flat Charges)	\$59,138	\$118,276	\$54,117	\$108,234
Policy Minimum Premium	\$53,224	\$106,448	\$48,705	\$97,410
Deposit Premium	\$59,138	\$59,138	\$54,117	\$54,117
Deposit Flat Charge(s)	NA	NA	NA	NA
Total Deposit Due	\$59,138	\$59,138	\$54,117	\$54,117
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$1,774	\$1,774	\$1,624	\$1,624

CONDITIONS / COMMENTS:

* MECC must be notified of any aircraft changes occurring during the policy period.



**Endorsement Schedule
Quotation**

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2019

Insured: City of Wyoming

Quote Date: 05/31/2019

Policy #: EWC009288

Quote Expiration Date: 60 Days

Quote Option(s) 221914, 221916 Include(s) the following Endorsements:

CMB-187	Two Year Policy Short Rate Table
ISI-285	More Than One Premium Adjustment

The following endorsements apply to all quote options:

CMB-1	Amendment to Schedule Item 1
CMB-11	Amendment to Schedule Item 11
CMB-197	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-MI	Michigan

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is shown below and does not include any charges for the portion of losses covered by the United States Government under the Act.

	<u>0221760</u>	<u>0221914</u>	<u>0221915</u>	<u>0221916</u>
TRIA Charge	<u>\$1,774</u>	<u>\$1,774</u>	<u>\$1,624</u>	<u>\$1,624</u>

Name of Insurer: Midwest Employers Casualty Company
 Name of Insured: City of Wyoming



Endorsement Effective:

Policy No.:

Named Insured:

Aircraft Exclusion Endorsement

This Policy does not cover any Loss arising out of the ownership, maintenance, operation or use of any aircraft that is leased, owned (in whole or in part) or operated by you, your executive officer(s), director(s), Employee(s), parent company or subsidiary. This exclusion does not apply to regularly scheduled commercial airlines or chartered aircraft.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 1

Schedule Item 1 is amended to read as follows:

1. Insured:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

Total Manual Premium:
(a) Experience Modification Factor:
(b) Other Modification Factor:
Normal Premium:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Michigan Endorsement

This endorsement applies only to coverage provided by this Policy because Michigan is named in Item 3 of the Schedule Page.

Section A. Self-Insurance of the General Section of this Policy is amended to read as follows:

- A. Self-Insurance.** Our obligations under this Policy are subject to the condition that you are, at the inception of this Policy and shall remain until the end of the Policy Period, authorized to operate as a duly qualified self-insurer, in each State named in Schedule Item 3. If, after the inception of this Policy, the authority shown below in Section I. Cancellation of Part Six – Conditions revokes your authorization to operate as a duly qualified self-insurer, this Policy will apply as if you remain a qualified self-insurer.

Section C. Loss of Part One – Workers' Compensation Excess Indemnity is amended to read as follows:

- C. Loss** under Part One of this Policy means the amount actually paid by you, after deduction of any Recovery, for regular benefits provided under the Michigan Workers' Compensation Law in effect on the date the accident or exposure to disease occurs. Loss shall include, but is limited to, 100% of the following payments:
1. Benefit payments made by you as required by the Michigan Workers' Compensation Law;
 2. Benefit payments, as required in the Michigan Workers' Compensation Law that are due and owing to claimants;
 3. Benefit payments made on your behalf as required in the Michigan Workers' Compensation Law, by a surety under a bond or through the use of other security required by the director;
 4. Payments made by the Michigan Self-Insurers' Security Fund; and
 5. Payments for usual and customary claims allocated loss adjustment expenses as listed in Part Four – Claims, Section L. Reimbursable Claim Handling Expense of this Policy.

Item 3 of Section J. Good Faith Claims Handling and Settlements of Part Four – Claims is amended to read as follows:

3. **Settlement Within Your Retention.** If you are presented with an objectively reasonable opportunity to reach a Full and Final Settlement of a Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim should be settled, then you shall settle it. If a Claim is filed in a State that will not allow a Full and Final Settlement, and you are presented with an objectively reasonable opportunity to reach a partial settlement of the Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim should be settled, then you shall settle it.

Section N. Commutation by Mutual Agreement of Part Four – Claims is deleted in its entirety.



Endorsement Effective:

Policy No.:

Named Insured:

Section C. Bankruptcy or Insolvency of Part Six – Conditions of this Policy is amended to read as follows:

C. Bankruptcy or Insolvency. Your bankruptcy or insolvency shall not relieve us from the payment of any Loss covered by this Policy. After the Retention shown on the Schedule has been paid, payments shall be made by us as if you had not become bankrupt or insolvent but not in excess of the Specific Limit or the Aggregate Limit shown on the Schedule. Payment shall be made to the Trustee in Bankruptcy or as directed by the Michigan Self-Insurers' Security Fund. We shall never make payments below the Retention shown on the Schedule, nor shall our indemnity obligations under this Policy ever be increased or broaden because of your bankruptcy or insolvency.

Section D. Other Insurance of Part Six – Conditions of this Policy is amended to read as follows:

D. Other Insurance. If any other insurance, reinsurance, indemnity agreement or other reimbursement agreement exists protecting you against Loss covered by this Policy, the indemnity coverage afforded under this Policy shall be applied on a pro-rata basis with such other insurance, reinsurance, indemnity agreement or other reimbursement agreement.

Section I. Cancellation of Part Six – Conditions of this Policy is amended to read as follows:

I. Cancellation. You may cancel this Policy by giving us and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date. We may cancel this Policy by giving you and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date. Our mailing of registered notice to your address shown in Schedule Item 2 will be sufficient proof that we cancelled this Policy.

Michigan Department of Licensing and Regulatory Affairs
Workers' Compensation Agency
Self-Insured Programs
P.O. Box 30016
Lansing, Michigan 48909

If by mutual consent we agree with you to cancel this Policy, we will mail to the authority shown above a copy of the cancellation endorsement that you and we have signed.

If this Policy is cancelled, the Policy Period shall end at 12:01 A.M. on the cancellation date. This Policy does not apply to loss or liability which arises out of bodily injury by accident or bodily injury by disease that occurs after the effective date of such cancellation.

In the event of cancellation of this Policy, Final Premium shall be calculated as set forth in Part Five – Premium, Section C. Final Premium of this Policy.



Endorsement Effective:

Policy No.:

Named Insured:

The following section is added to this Policy:

MCLA Section 500.3008 Requirements

In accordance with the requirements of MCLA Section 500.3008, it is agreed that notice given by or on behalf of the Insured to any authorized agent of the Insurer within this State, with particulars sufficient to identify the Insured shall be deemed to be notice to the Insurer; and it is also agreed that failure to give any notice required to be given by this Policy within the time specified herein shall not invalidate any claim made by the Insured if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

More Than One Premium Adjustment Endorsement

Part Five – Premium of the Policy is amended to read as follows:

PART FIVE - PREMIUM

A. Deposit and Adjustment Premiums. At the beginning of each Payroll Reporting Period set forth in Schedule Item 12, you must pay us the Deposit Premium and any flat charges shown in the Schedule.

1. At the end of each Payroll Reporting Period set forth in Schedule Item 12 you shall owe us the amount by which the Final Premium is greater than the Deposit Premium.;
2. At the end of the last Payroll Reporting Period, if the sum of the Deposit Premiums for all Payroll Reporting Periods is greater than the sum of the Final Premiums for all Payroll Reporting Periods, we shall owe you the difference.

B. Payroll Report. Within forty-five (45) days after the end of each Payroll Reporting Period, you must send us a report showing the amount of Payroll earned by your Employees during the Payroll Reporting Period. The report must show Payroll separately for each classification identified in Schedule Item 11.

C. Final Premium. The Final Premium due to us for each Payroll Reporting Period shall be computed as shown in Schedule Item 12(a).

Normal Premium means the sum of the products of your audited Payroll within each classification shown in Schedule Item 11 for each State named in Schedule Item 3 multiplied by the rate shown in Schedule Item 11 for the respective classification, the product of which shall be further multiplied by the Experience Modification Factor shown in Schedule Item 11(a) and/or any Other Modification Factor shown in Schedule Item 11(b).

Unless this Policy is cancelled, Final Premium shall be at least the Minimum Premium shown in the Schedule.

When determining Final Premium, any flat charges shown in the Schedule are not subject to additional computations or modification factors.

If we cancel this Policy, Final Premium shall be calculated pro rata based on the time this Policy was in force. Final Premium shall not be less than the pro rata share of the Minimum Premium shown in the Schedule.

If you cancel this Policy, you owe us the Final Premium due for all Payroll Reporting Periods. Final Premium shall be more than pro rata; it shall be based on the time this Policy was in force, and increased by the customary short rate table and procedure. Final Premium shall not be less than the Minimum Premium shown in the Schedule.

If this Policy is automatically cancelled because of the loss of your duly qualified self-insurer status as stated in Section A. Self-Insurance of the General Section of this Policy, you owe us the Final Premium due for all Payroll Reporting Periods. Final Premium shall be more than pro rata; it shall be based on the time this Policy was in force, and increased by the customary short rate table and procedure. Final Premium shall not be less than the total Minimum Premium shown in the Schedule.

The Final Premium due to us shall not be reduced by the existence of any other insurance, reinsurance, indemnity agreement or other reimbursement agreement protecting you against Loss covered by this Policy.



Endorsement Effective:

Policy No.:

Named Insured:

D. Payroll means the gross pay of your Employees for each Payroll Reporting Period plus other amounts and items earned by your Employees as part of their pay for each Payroll Reporting Period. Payroll also includes:

1. Gross pay plus other amounts and items earned by your officers if covered under this Policy;
2. The contract price for materials and services performed by any individual deemed to be your Employee for liability purposes under the Workers' Compensation Law, if you do not have Payroll records for this individual; and
3. Assigned Payroll attributed to volunteers for whom you are legally obligated to provide benefits under the Workers' Compensation Law. Assigned Payroll means:
 - a. For volunteers other than volunteer firefighters and volunteer police officers, the federal minimum hourly wage as of the effective date of this Policy multiplied by the hours worked by the volunteers, unless the work performed by the volunteers is similar to work performed by a paid Employee who is receiving more than the federal minimum hourly wage, in which event the wage reported for the volunteer worker shall be the same as the wage reported for the paid Employee; and
 - b. For volunteer firefighters or volunteer police officers, the greater of \$12,500 per year or the same wage as reported for a paid Employee performing similar work shall be included in Payroll for each such volunteer firefighter or volunteer police officer.

Duties performed by volunteers shall be assigned to the classification code which the duties would be assigned to if performed by regular Employees.

No amount is included in Assigned Payroll for any volunteer worker who is not covered under the Workers' Compensation Law because Part One of this Policy does not apply with respect to that worker.

E. Records. You shall keep records of information needed to compute premium. You shall provide us with copies of those records when we ask for them.

F. Audit. Upon our request, you shall let us or our representatives examine and audit all your Payroll records. Payroll records include, but are not limited to, ledgers, journals, registers, vouchers, contracts, tax reports, Payroll and disbursement records, and programs for storing and retrieving data. The audits may be conducted during your regular business hours.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Policyholder Disclosure Notice of Terrorism Insurance Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your Policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act, is _____, and does not include any charges for the portion of losses covered by the United States Government under the Act.

Name of Insurer: Midwest Employers Casualty Company

Policy Number:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Two Year Policy Short Rate Table Endorsement

If you cancel this Policy prior to the expiration of the two-year Policy Period shown in Schedule Item 5, the following short rate table will apply to the Total Estimated Policy Premium shown in Schedule Item 12(c):

Month When Cancellation Effective	Short Rate Percentage
1	13%
2	19%
3	23%
4	27%
5	31%
6	35%
7	39%
8	43%
9	47%
10	51%
11	55%
12	59%
13	63%
14	67%
15	71%
16	75%
17	79%
18	82%
19	85%
20	88%
21	91%
22	94%
23	97%
24	100%

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE A SPECIAL TRUNKLINE MAINTENANCE PERMIT WITH THE
MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF A
16 INCH WATERMAIN ALONG CLYDE PARK AVENUE
THROUGH THE 28TH STREET INTERSECTION

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT) proposes to construct a new 16 inch watermain along Clyde Park Avenue that runs through the 28th Street intersection in Wyoming.
2. The proposed improvements include replacing the existing 16 inch watermain with a new main and reconstructing the surface improvements within the intersection.
3. MDOT has submitted the attached City-State Special Trunkline Maintenance permit outlining the rights and obligations for each party associated with construction, maintenance and operation of said watermain
4. All costs associated with the permit are Wyoming's responsibility, and can be financed out of the Water Fund Account No. 202-441-46300-972.510.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Special Trunkline Maintenance Permit with MDOT permitting the construction of a 16 inch watermain along Clyde Park Avenue through the 28th Street intersection in 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 June 17, 2019.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:

Permit Contract

PERMIT
SPECIAL TRUNKLINE
MAINTENANCE

DA
Control Section 41062
Permit Reference Number 61091
Contract 19-5302

THIS Contract is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "AGENCY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the maintenance and operation of watermain constructed by the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY is proposing the installation of 16-inch watermain within the trunkline roadway right-of-way; and

WHEREAS, the DEPARTMENT has determined it to be acceptable to have the AGENCY construct the proposed work which is hereinafter referred to as the "PROJECT" and are further described and located as follows:

Installation of 16-inch watermain along Clyde Park Avenue through the intersection of Highway M-11 (28th Street), including valve and watermain casing installation work; together with necessary related work, located within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY will be responsible for the entire cost of the PROJECT; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and the maintenance and operation of the facility to be constructed as the PROJECT and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The AGENCY will construct the PROJECT at no cost to the DEPARTMENT.
2. The AGENCY shall cause to be performed all the PROJECT work as defined in the permit obtained from the DEPARTMENT. It is understood that portions or all of the PROJECT work will be placed under contract by the AGENCY. The performance of the

PROJECT work will be subject to the conditions established in PERMIT REFERENCE NUMBER 61091.

3. Upon completion of construction, the AGENCY will, at its sole cost and expense, inspect, maintain and operate the facility constructed as the PROJECT. All future maintenance activities will require a permit from the DEPARTMENT. The AGENCY shall conform with all DEPARTMENT permit requirements for any work to be performed within the state trunkline right-of-way. As built plans will be provided to the Grand Rapids Transportation Service Center.

- A. The AGENCY agrees that the PROJECT location will be maintained so as to assure that any Trunkline facilities, structures and the area within the Trunkline right-of-way boundaries will be kept in good condition, both as to safety and appearance. The maintenance of the facilities by the AGENCY will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the Trunkline facility and right-of-way.
- B. The DEPARTMENT reserves the right to enter the PROJECT location for the purpose of inspection, maintenance or reconstruction of the Trunkline facility when necessary. Additionally, the DEPARTMENT reserves the right to access the PROJECT location as deemed necessary for inspection relating to the DEPARTMENT'S interests. Such inspections are made for the DEPARTMENT'S own purposes and shall not relieve AGENCY of its duties and obligations under the terms of this Contract. Any deficiencies discovered will be corrected or repaired by the AGENCY at no cost to the DEPARTMENT.
- C. Prior to occupancy and/or use of the PROJECT location, the DEPARTMENT will inspect and approve the construction of the PROJECT.

4. The parties hereto agree to comply with all applicable requirements of the Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq. for all PROJECT work performed under this Contract and future maintenance work, and the AGENCY shall require its contractors and subcontractors to comply with the same.

5. The AGENCY will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials, or waste on the said premises. In addition, the AGENCY will not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the Trunkline. No signs, displays or devices may be erected on the right-of-way for the PROJECT unless specified herein or approved by the DEPARTMENT.

6. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the AGENCY and after said AGENCY has been furnished written notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Contract shall be terminated and said AGENCY shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Contract.

7. It is expressly understood that use of the trunkline right-of-way is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT that such right-of-way is required for the construction, operation, and/or maintenance of any present or proposed trunkline or trunkline use, this Contract may be terminated at the discretion of the DEPARTMENT and the facility constructed as the PROJECT may be removed without reimbursement to the AGENCY.

8. Upon termination of this Contract, the AGENCY will peacefully yield up said PROJECT in as good order and condition as when delivered to the AGENCY at no cost to the DEPARTMENT. In the event this Contract is terminated and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the AGENCY in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

9. Any removal or modification of the facilities of the AGENCY, when necessary for Trunkline purposes, shall be performed by the AGENCY at no cost to the DEPARTMENT. Upon failure to so perform, the DEPARTMENT at its discretion may perform such work at the cost of the AGENCY or terminate this Contract.

10. The AGENCY recognizes and acknowledges that private and/or public utility companies may require the modification of the AGENCY'S facilities and it shall cooperate with the utility when requested by the DEPARTMENT at no cost to the DEPARTMENT, or interference with the Trunkline right of way and Trunkline facility.

11. It is understood that if the AGENCY discontinues, abandons or changes the usage of the PROJECT right-of-way, then this Contract shall be terminated and the DEPARTMENT shall have the right to immediately remove the facility constructed as the PROJECT without reimbursement to the AGENCY.

12. Each party to this Contract will remain responsive for any and all claims arising out of its own acts and/or omissions during the performance of the Contract, as provided by this Contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This Contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

13. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the AGENCY and for the DEPARTMENT and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the AGENCY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF WYOMING

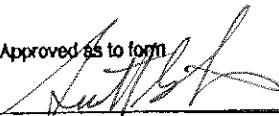
MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



Approved as to form


Scott G. Smith, City Attorney
Date: 06/06/19

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR BULK PICK UP AND DISPOSAL OF LEAVES
AND TO EXTEND THE BID FOR GRINDING AND DISPOSAL OF BRUSH
TO RENEWED EARTH INC.

WHEREAS:

1. On April 4, 2016, the City Council awarded the three-year bid for bulk pick up and disposal of leaves, as referenced with Resolution Number 25403, and the three-year bid for grinding and disposal of brush, as referenced with Resolution Number 25402, to Renewed Earth Inc.
2. Renewed Earth has agreed to extend their bid pricing until June 30, 2020. The unit pricing shall remain unchanged from the previous bid pricing at a unit cost of \$14.90 per ton for bulk pick up and removal of leaves, and a unit cost of \$2.46 per yard for grinding and disposal of brush.
3. Sufficient funds have been budgeted in the in the Solid Waste Disposal Account: 230-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extends the bid for Bulk Pick Up and Disposal of Leaves, and extends the bid for Grinding and Disposal of Brush to Renewed Earth, Inc.

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 June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Extension Letter

Bid Tab

STAFF REPORT

DATE: June 6, 2019

SUBJECT: Extension of Bids – Bulk Pick-Up and Disposal of Leaves and Grinding and Disposal of Brush

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: June 17, 2019

RECOMMENDATION

The Public Works Department recommends that the City Council extend the bid for Bulk Pick Up and Disposal of Leaves to Renewed Earth, Inc., at a unit cost of \$14.90 per ton, and extend the bid for Grinding and Disposal of Brush to Renewed Earth, Inc., at a unit cost of \$2.46 per yard.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. The Contractor shall be responsible for the disposal of all leaves at a site that is approved by the Michigan Department of Environmental Quality (MDEQ) as a location for composting or land application of leaves.

Social Equity

All of the City's residents enjoy equal access to the benefits of the Public Works Department's Yard Waste Facility.

Economic Strength

The Yard Waste Facility provides the residents another option for yard waste removal, decreasing the potential for street flooding caused by plugged catch basins and improving the aesthetics of the City's neighborhoods.

DISCUSSION

On April 4, 2016, the City Council awarded both the three-year bid for bulk pick up and disposal of leaves, as referenced with Resolution Number 25403, and the three-year bid for grinding and disposal of brush, as referenced with Resolution Number 25402, to Renewed Earth Inc. Renewed Earth has agreed to extend their bid pricing until June 30, 2020. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.

Based on the estimated quantities, the Public Works Department anticipates spending approximately \$74,500 for the bulk pick-up and disposal of leaves and approximately \$34,000 for the grinding and removal of brush in fiscal year 2020.

BUDGET IMPACT

Sufficient funds are available in the Solid Waste Disposal Account: 230-441-44300-956.000.

ATTACHMENTS:

Contract Extension Letter, April 22, 2019

Bid Tabulations, March 22, 2016



RENEWED EARTH

April 22, 2019
City of Wyoming
Public Works Department
Wyoming, MI 49509

Attn: Jodie Theis
RE: Bulk Pickup and Disposal of Leaves / Grinding and Disposal of Brush

Renewed Earth would like to extend our current contract prices to you for the bulk pickup and disposal of leaves and the grinding and disposal of brush.

The current unit prices that we will extend through June 30th, 2020 are as follows:

Grinding and Disposal of Brush.....	\$2.46/yd
Bulk Pickup of Leaves.....	\$14.90/ton

Respectfully Submitted,

Daniel R. Glas

CITY OF WYOMING, MICHIGAN

TABULATION OF BIDS

ON BULK PICK-UP AND DISPOSAL OF LEAVES

Opened By City Clerk On March 22, 2016 At 11:00 a.m.

Fiscal Year	Est. Qty. (Ton)	Renewed Earth		Spurt Industries		Michigan Wood Fibers	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
2016-2017	5,000	\$14.90	\$74,500.00	\$19.98	\$99,900.00	\$28.00	\$140,000.00
2017-2018	5,000	\$14.90	\$74,500.00	\$20.90	\$104,500.00	\$29.00	\$145,000.00
2018-2019	5,000	\$14.90	\$74,500.00	\$21.82	\$109,100.00	\$32.00	\$160,000.00

CITY OF WYOMING, MICHIGAN

TABULATION OF BIDS

ON GRINDING AND DISPOSAL OF BRUSH

Opened By City Clerk On March 22, 2016 At 11:00 a.m.

Fiscal Year	Est. Qty. (Yds.)	Renewed Earth		Michigan Wood Fibers		Spurt Industries	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
2016-2017	13,500	\$2.47	\$33,345.00	\$2.72	\$36,720.00	\$20.92	\$282,420.00
2017-2018	13,500	\$2.47	\$33,345.00	\$2.82	\$38,070.00	\$21.55	\$290,925.00
2018-2019	13,500	\$2.46	\$33,210.00	\$2.92	\$39,420.00	\$22.19	\$299,565.00

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID
FOR CURED-IN-PLACE PIPE LINING
TO CORBY ENERGY SERVICES, INC.

WHEREAS:

1. On October 15, 2018, the City Council awarded the bid for cured-in-place pipe lining to Corby Energy Services, Inc., as referenced with Resolution Number 26213.
2. Corby Energy Services, Inc. has agreed to extend their bid pricing until June 30, 2020. The unit pricing shall remain unchanged from the previous bid pricing at a unit cost of \$28.75 per linear foot (LF) for 8" sewer lines, \$35.00 per LF for 10" sewer lines, \$39.00 per LF for 12" sewer lines, \$44.00 per LF for 15" sewer lines, \$55.00 per LF for 18" sewer lines, \$110.00 per LF for 24" sewer lines, and \$105 each for protruding tap removal.
3. Sufficient funds are available in the Major Street, Local Street and Sewer Fund Accounts, 202-441-46300-930.000, 203-441-46300-930.000, and 590-441-54400-972.544.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extends the bid for cured-in-place pipe lining to Corby Energy Services, Inc. for fiscal year 2020.

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 June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Extension Letter

Bid Tab

Resolution No. _____

STAFF REPORT

DATE: June 6, 2019

SUBJECT: Bid Extension – Cured-In-Place Pipe Lining

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: June 17, 2019

RECOMMENDATION

The Public Works Department recommends that the City Council extend the bid for cured-in-place pipe lining to Corby Energy Services, Inc. for fiscal year 2020 at a unit cost of \$28.75 per linear foot (LF) for 8” sewer lines, \$35.00 per LF for 10” sewer lines, \$39.00 per LF for 12” sewer lines, \$44.00 per LF for 15” sewer lines, \$55.00 per LF for 18” sewer lines, \$110.00 per LF for 24” sewer lines, and \$105 each for protruding tap removal.

SUSTAINABILITY CRITERIA

Environmental Quality

Cured-in-place pipe lining limits root intrusion into the sanitary and storm sewer systems and reduces the potential for environmental problems caused by sewer backups and overflows.

Social Equity

Cured-in-place pipe lining occurs throughout the City without regard to income level or socio-economic status. All of the City’s residents enjoy equal access to the benefits of the Public Works Department’s cured-in-place pipe lining activities.

Economic Strength

Cured-in-place pipe lining reduces the infiltration of ground water into the sanitary sewer system, thereby reducing the amount of “clean” groundwater which would otherwise be treated at the Clean Water Plant. The lining also reduces the risk of sewer problems and decreases the additional costs that occur during emergency repairs.

DISCUSSION

On October 15, 2018, the City Council awarded the bid for cured-in-place pipe lining to Corby Energy Services, Inc., as referenced with Resolution Number 26213. Corby Energy Services has agreed to extend their bid pricing until June 30, 2020. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.

The Public Works Department anticipates spending approximately \$800,000 for cured-in-place pipe lining in fiscal year 2020.

BUDGET IMPACT

Sufficient funds are available in the Major Street, Local Street and Sewer Fund Accounts, 202-441-46300-930.000, 203-441-46300-930.000, and 590-441-54400-972.544.

ATTACHMENTS:

Contract Extension Letter, June 6, 2019

Bid Tabulations, October 2, 2018

June 6, 2019

City of Wyoming

Public Works Department

Wyoming, MI 49509

Attn: Jodie Theis

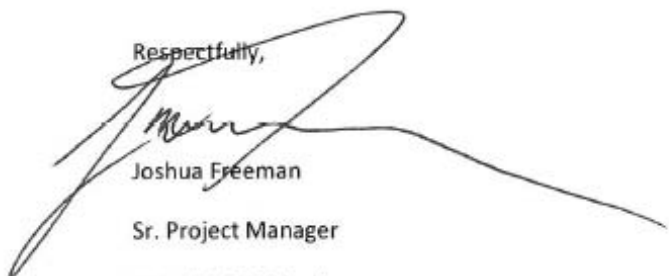
Re: Cured-In-Place Pipe Lining

Corby Energy Services Inc is pleased to extend our current contract pricing to the city for the CIPP Pipe Lining through June 30th, 2020. We appreciate your continued business and the opportunity to extend our current pricing to you and the City of Wyoming. We enjoy working with you and your staff and look forward to another great year.

Please see the below pricing that we will be extending:

- 8" CIPP LINING: \$28.75/LF
- 10" CIPP LINING: \$35/LF
- 12" CIPP LINING: \$39/LF
- 15" CIPP LINING: \$44/LF
- 18" CIPP LINING: \$55/LF
- 24" CIPP LINING: \$110/LF
- Protruding Tap Removal: \$105/ EACH

Respectfully,



Joshua Freeman

Sr. Project Manager

734-604-5109 Cell

jfreeman@corbyenergy.com

CITY OF WYOMING, MICHIGAN - TABULATION OF BIDS
CURED-IN-PLACE PIPELINE LINING

Opened By City Clerk On October 2, 2018 At 11:00 a.m. o'clock

Bidder	Cured-In-Place Pipeline Lining						
	8" Unit Price/ L.F.	10" Unit Price/ L.F.	12" Unit Price/ L.F.	15" Unit Price/ L.F.	18" Unit Price/ L.F.	24" Unit Price/ L.F.	Protruding Tap Removal Unit Price (ea.)
Corby Energy Services	\$28.75	\$35.00	\$39.00	\$44.00	\$55.00	\$110.00	\$105.00
Inland Pipe Rehabilitation (IPR)	\$29.50	\$34.00	\$36.00	\$48.00	\$68.00	\$95.00	\$145.00
Granite Inliner	\$34.00	\$34.00	\$37.00	\$48.00	\$64.00	\$88.00	\$150.00
Insituform	\$31.10	\$39.60	\$40.80	\$54.10	\$75.70	\$242.40	\$132.20
Lanzo Trenchless Technologies North	\$40.00	\$43.00	\$49.00	\$68.00	\$73.00	\$112.00	\$465.00
Terra Engineering & Construction	\$35.60	\$48.25	\$40.00	\$76.00	\$90.00	\$235.00	\$725.00

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
HOT RUBBER CRACK SEALER AND MATERIAL FOR CONCRETE JOINT REPAIRS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council authorize the purchase of hot rubber crack sealer and material for concrete joint repairs from Ersco Construction Supply using the Kent County Road Commission bid.
2. Funds are available in the major and local street maintenance account numbers 202-441-46300-775.000 and 203-441-46300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase hot rubber crack sealer and material for concrete joint repairs from Ersco Construction Supply using the Kent County Road Commission bid.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 17, 2019.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: June 4, 2019

SUBJECT: Bid Award - Hot Rubber Crack Sealer and Material for Concrete Joint Repair

FROM: Aaron Vis, Assistant Director of Public Works - Maintenance

DATE OF MEETING: June 17, 2019

RECOMMENDATION

It is recommended that the City Council utilize the Kent County Road Commission bid for Hot Rubber Crack Sealer and Material for Concrete Joint Repair and award the Sealer Meadows 3405 product to Ersco Construction Supply at a price of \$.46 per pound for delivered material, or \$.45 per pound of material if picked up at their location.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. Preventative road maintenance during early stages of road degradation reduces the amount of environmental damage associated with more extensive maintenance techniques.

Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status.

Economic Strength

Participation in the cooperative purchasing program allows the City to receive the best pricing on materials and services, thereby reducing the overall expense of maintenance materials. Additionally, preventative road maintenance conducted during early stages of road degradation is the most cost-effective method to extend road life.

DISCUSSION

The City of Wyoming purchases a number of road maintenance materials (including salt) utilizing bids from surrounding communities. On April 4, 2019, bids were received by the Kent County Road Commission for Hot Rubber Crack Sealer and Material for Concrete Joint Repair.

Public Works Department staff performs crack sealing on roads less than three years old as a preventative maintenance technique. Addressing cracks in their development infancy is a far more cost effective option as opposed to waiting until the cracks develop into larger gaps or potholes. Given the amount of road resurfacing that has occurred over the last three years, this crack sealing program is expected to increase significantly going forward.

Ersco Construction Supply was the low bidder for the Sealer Meadows 3405 product on Kent County Road Commission bid, and provides a price of \$.46 per pound for delivered material, or \$.45 per pound of material if picked up at their location. Conveniently, this company is located directly across Burlingame Avenue from the Public Works facility. This material cost is a 7% increase from 2018. It is expected that staff will use approximately \$20,000 worth of crack sealing material this calendar year.



BUDGET IMPACT

Sufficient funds are available in the major and local street maintenance accounts: 202-441-46300-775.000 and 203-441-46300-775.000.

BID TABULATION

KENT COUNTY ROAD COMMISSION BID TABULATION

Tabulation of Bid for: **Purchase of 2019 Requirements of Hot Rubber Crack Sealer and Material for Concrete Joint Repair, as needed, with one year renewal option** Date: **April 4, 2019 8:30 AM**

Bidder	Sealer Meadows 3405 Per Pound Vendor /KCRC	Crafco Type 2 Per Pound Vendor / KCRC	Concrete Joint Repair Material			
			Fiber-Cut 1"x9"x12" Per Lft.	Dowel-Epoxy 1-1/4"x18" Ea.	Hot Rod-Cut 1-1/4" Lft.	Mesh 6x12 14/6 6'0"x11' Sq. Yd.
B & E Sealcoat Products Inc.		Alternate Product: #80102-Deery 102 Sealant Crafco .48 / .4975				
Ersco Construction Supply	.45 / .46		1.15	4.15	.37	9.05
K-Tech Specialty Coatings		Alternate Product: KT-3405 .60 / .62				
Sherwin Industries Inc.		.4550 / .4950 Alternate Product: Crafco Roadsaver#34221 .4150 / .4550				

AWARDED TO ALL BIDDERS – APRIL 9, 2019 – ITEM IS INVENTORIED - SYSTEM PURCHASE ORDER REQUIRED FOR EACH ORDER

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE AND INSTALLATION
OF A PLAYGROUND STRUCTURE AT MARQUETTE PARK
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council authorize the purchase and installation of a playground structure for use at Marquette Park using the national HGAC Buy program contract PR11-18.
2. The purchase of the playground structure will be made from Landscape Structures, Inc. in the total estimated amount of \$22,799 and the installation will be completed by Penchura, L.L.C. at a cost of \$8,866.
3. Funds are available in the Marquette Park capital account number 208-752-75600-975.122.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase and installation of a playground structure for use at Marquette Park using the national HGAC Buy program contract PR11-18.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
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 June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Proposals (2)
- Standard City Professional Services Contract

STAFF REPORT

Date: June 3, 2019
Subject: Marquette Park Playground Replacement
From: Rebecca Rynbrandt, Director of Community Services
Meeting Date: June 17, 2019

RECOMMENDATION:

It is recommended that the City Council authorize the purchase and installation of a replacement playground structure at Marquette Park. This purchase is made possible through the national HGAC Buy program contract PR11-18. The purchase of the playground structure will be made from Landscape Structures in the estimated amount of \$22,799. The installation will be completed by Penchura, L.L.C. at a cost of \$8,866.

SUSTAINABILITY CRITERIA:

Environmental Quality – Efforts to obtain replacement parts for the Marquette Park playground have been unsuccessful due to discontinuance. Replacement of the full structure provides for improved, safe play experiences for area children.

Social Equity – Marquette Park is located in a dense residential neighborhood in the northern most area of the community. It serves as the primary location for our municipal soccer programs, is home to the city's only dog park, and encompasses Kimble Field in addition to other recreation resources. All visitors to the park will have access to the playground.

Economic Strength – The City strives to provide a safe and pleasant living environment, with minimal burden to the taxpayer. Access to well-maintained park lands and recreation facilities, such as playgrounds, directly improve the resident and park patron experiences, maximizes taxpayer investments, and, via proximity affect, works to maintain or improve residential property values.

DISCUSSION:

Working with Laura Jackson from our Purchasing Department, we've been able to access HGAC national contract pricing. HGAC is a cooperative purchasing program used by cities, schools and non-profits. This allows us to maximize our investment while controlling procurement costs. The structure selected is:

While we are contracting out installation, removal of current equipment and basic preparation of the site will be completed by our maintenance staff.

BUDGET:

Funds are available for this purchase in the Marquette Park capital account number 208-752-75600-975.122.





Make all P.O.s, Contracts, and Checks to:
 Penchura, L.L.C.
 889 S. Old US 23
 Brighton, MI 48114

Proposal

Date	Project #
6/6/2019	19-362-2

Bill To
City of Wyoming Jeffery Anderson 1155 28th Street SW p.o Box 905 Wyoming, MI 49509

Ship To
City of Wyoming Jeffery Anderson 1155 28th Street SW p.o Box 905 Wyoming, MI 49509

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Jeffery Anderson	(616) 249-3473		Net 30		CRP

Item	Description	Qty	Weight	Price	Total
Installation	Installation of Design PlaySense 400 Playground will be installed into a existing site.			8,866.00	8,866.00T

Proposal good for 30 days.
 Ship Via: common carrier
 Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

Subtotal	\$8,866.00
Sales Tax (0.0%)	\$0.00
Total	\$8,866.00



Make all P.O.s, Contracts, and Checks Payable to:
 Landscape Structures, Inc.
 SDS 12-0395, PO BOX 86
 Minneapolis, MN 55486-0395 USA

Proposal

Date	Project #
6/6/2019	19-362-1

Bill To
City of Wyoming Jeffery Anderson 1155 28th Street SW p.o Box 905 Wyoming, MI 49509

Ship To
City of Wyoming Jeffery Anderson 1155 28th Street SW p.o Box 905 Wyoming, MI 49509

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Jeffery Anderson	(616) 249-3473		Net 30		CRP

Item	Description	Qty	Weight	Price	Total
176159A	Playsense Design 400 - Phase 1			22,165.00	22,165.00T
Freight	Freight			1,964.00	1,964.00T
discount	HGAC Discount			-1,330.00	-1,330.00
HGAC Note	HGAC orders require the following: Either a purchase order made out to Landscape Structures, or a letter on school/city letterhead, including: 1. Item(s) being purchased and dollar amount 2. Name of vendor 3. HGACBuy Program, Contract PR11-18 4. Signature from someone authorized to purchase for the school/city 5. Must be on school/city letterhead				

Proposal good for 30 days.
 Ship Via: common carrier
 Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

Subtotal	\$22,799.00
Sales Tax (0.0%)	\$0.00
Total	\$22,799.00

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,500)

This Contract is made as of the Effective Date between the City and the Professional.

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: 8/6, 2019

"Professional" means: Panchura
[Name of professional entity]
A LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
888 B. Old US 23
[Professional's street address]
Brighton, MI 48114
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: Supply and Installation of Playground Equipment

[Detail the work, e.g., "design and construction services for...", "appraisal of...", "delineate wetlands et...", etc.]

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

None

[Identify those the City Attorney have agreed may be waived or write "None."]

4. This is the only agreement between the parties regarding the Services that are the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Professional.

The City and Professional have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Eric Sheffer
[Professional's name]

By: _____
[Signature officer, director or principal of Professional]
Eric Sheffer, President

[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 8-6, 20__

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.

2. Legal Compliance. Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. Approvals. Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.

4. Grant Compliance. If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

5. Qualifications. Professional represents and promises that:

A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. Neither Professional nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Professional, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. Diversity and Inclusion. Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

7. Ethical Standards. Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.

8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

10. Document Ownership and Use. All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

11. Intellectual Property Guaranty. Professional guarantees the sale or use of software, records or other intellectual property provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE

Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

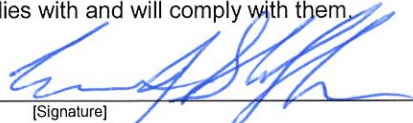
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.


[Signature]

Eric Sheffer, President

[Printed Name and Title of Person Signing]

Eric Sheffer, President

[Printed Name of Professional]

Date signed: 6-6-2019

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
A VIBRATORY COMPACTOR

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize the purchase of a vibratory compactor from Michigan CAT in the amount of \$7,914.80 using the State of Michigan MiDEAL contract 071B7700084.
2. Funds for the purchase are available in the Motor Pool Equipment Capital Outlay account number 662-441-58500-987.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a vibratory compactor from Michigan CAT in the amount of \$7,914.80 using the State of Michigan MiDEAL program and pricing.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 17, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Sales Agreement

Resolution No. _____

STAFF REPORT

Date: June 10, 2019
Subject: Purchase of Vibratory Compactor
From: Ted Seil, Fleet Supervisor
Meeting Date: June 17, 2019

RECOMMENDATION:

It is recommended that the City Council approve the replacement purchase of a vibratory compactor from Michigan CAT, utilizing the MiDeal Michigan Purchasing Program in the amount of \$7,914.80.

COMMUNITY, SAFETY, STEWARDSHIP:

The vibratory compactor is used throughout the City during restoration activities associated with water, sewer, or street repair projects. Attached to a backhoe, it eliminates the need for manual compacting equipment that are not as safe as the proposed replacement purchase. The original compactor was purchased in 2010 and has reached the end of its useful life.

DISCUSSION:

The vibratory compactor is an attachment that is connected to a backhoe and is used to compact soil in preparation for asphalt or concrete paving. The current compactor has been repaired numerous times over its life and three times this past spring season. Each time it is repaired a replacement is rented, costing over \$1,000 per rental. This equipment has reached the end of its life and needs to be replaced.

We recommend that a new compactor be purchased from Michigan CAT using the MIDeal Michigan Purchasing Program, contract number 071B7700084 in the amount of \$7,914.80.

BUDGET IMPACT:

Sufficient funds are available in Motor Pool Equipment Capital Outlay Account 662-441-58500-987.000.



RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM TECHNOLOGY PARTNERS GROUP, INC.
TO PROVIDE COPIER MAINTENANCE AND TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, Technology Partners Group, Inc. has provided the City with a proposal to renew the agreement for copier maintenance for five years at the current contract pricing.
2. It is recommended the City Council accept the renewal.
3. Funds are available in various departmental accounts and will be charged to the appropriate account on a monthly basis.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize renewal of the copier maintenance agreement.
2. The City Council does hereby authorize the City Manager to execute the agreement and future renewals 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 June 17, 2019.

ATTACHMENTS:

Staff Report
Maintenance Agreement
Standard Professional Services Contract

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: June 12, 2019
Subject: Copier Maintenance Agreement
From: Laura Jackson, Secretary II

Meeting Date: June 17, 2019

RECOMMENDATION:

It is recommended City Council accept a proposal from Technology Partners Group, Inc. to renew the copier maintenance agreement for twelve copiers located in various City buildings.

COMMUNITY, SAFETY, STEWARDSHIP:

The machines are used on a daily basis for internal and external communication. These types of multi-function copiers help us be stewards of City funds; they are networked, allowing employees to print directly from their workstations at a much lower cost per copy than a traditional printer. Scanning is included in the agreement at no charge and distributing information electronically saves the cost of paper, toner and postage. The scanning function also addresses the stewardship tenet of our mission. The City has historically stored boxes of paper files in order to comply with the City's record retention schedule. Scanning allows departments to store documents electronically, allowing easier and faster access to files and freeing up much-needed storage space in the records retention center.

DISCUSSION:

Technology Partners Group, Inc. has not changed their current contract pricing since 2005 and has offered to extend the current pricing for an additional five years. Maintaining the copiers in excellent working order is vital for day to day operations. Technology Partners Group, Inc. provides on-site service with a response time of four hours or less and will provide a loner for machines out of service for 48 hours or more. The contract also includes all parts, labor, maintenance kits, drums, developer and toner.

BUDGET IMPACT:

The estimated the annual cost for the maintenance agreement is \$10,500. Funds are budgeted in various departmental accounts and will be charged monthly to the appropriate accounts.

Attachment: Copier Maintenance Agreement



Technology Partners Group, Inc.

P.O. Box 9007, Wyoming, MI 49509

P: (616) 301-3430 F: (616) 301-3431

www.technologypartnersgroupinc.com

Copier Maintenance Agreement

Equipment: See reverse side
Serial Number: See reverse side
Beginning Meter: Upon Commencement

Customer: City of Wyoming Address: 1155 - 28th Street SW

City/State/Zip: Wyoming, MI 49509 Contact: Laura Jackson

Phone: 616-530-7229 Fax: 616-530-3178 email:

Billing Cycle: Monthly Program Type: TSMP Effective Date: July 27, 2019

Monthly Charge: CPC Includes: All Copies Cost Per Copy: See Reverse Side

Notes:

- 1. Technology Partners Group will provide on-site service for the covered equipment at the stated price for one 5 year term from the effective date of this agreement.
2. Service will be provided between the hours of 8:00 AM and 5:00 PM, Monday through Friday, except on holidays.
3. Included in this agreement are all parts, labor, maintenance kits, drums, developer, and toner, (except as noted) to keep covered equipment in good working condition.
4. Customer agrees to pay all invoices resulting from this agreement in a timely manner and to provide adequate space and electrical supply to covered equipment.
5. Loaner equipment will be provided for customers with "down" machines that cannot be repaired in a reasonable amount of time, usually 48 hours or more.

Accepted By Customer:

Curtis Holt, City Manager

Date / /

Approved by TPGI

[Handwritten signature]

Date 6/10/2019

Copier Maintenance Agreement

Additional Covered Equipment

Model #	ID #	Location	CPC	Current Meter
Sharp MX-3570N	0	Water Treatment Plant	\$.0065 b/w and \$.055 color	
Sharp MX-M363	2191	Clean Water Plant	\$.0069	
Sharp MX-3050N	2234	Police Dept. – F.S.U.	\$.0065 b/w and \$.055 color	
Sharp MX-M465N	2236	City Hall – 1st Floor	\$.0065	
Sharp MX-3570N	2233	City Hall – 2nd Floor	\$.0065 b/w and \$.055 color	
Sharp ARM620N	2006	Fire Station #3	\$.0079	
Sharp MX-M365N	2228	Police Dept. – D.B.	\$.0065	
Sharp MX-M266N	2235	Police Dept. – Admin.	\$.0065	
Sharp ARM620N	2009	Fire Station #4 - Main	\$.0079	
Sharp MX3050N	0	Public Works Dept.	\$.0065 black/white \$.055 color	
Sharp MX-M550	2122	Police Dept.-Patrol	\$.0069	
Sharp MX-M550	2123	Police Dept.-Records	\$.0069	

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,500)

This Contract is made as of the Effective Date between the City and the Professional.

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: July 27, 2019

"Professional" means: Technology Partners Group, Inc.
[Name of professional entity]

A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]

P.O. Box 9007
[Professional's street address]

Wyoming, MI 49509
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: Copier Maintenance Agreement
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . ." etc.]

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

NONE
[Identify those the City Attorney have agreed may be waived or write "None."]

4. This is the only agreement between the parties regarding the Services that are the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Professional.

The City and Professional have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk
Date signed: _____, 20____
Approved as to form: _____
Scott G. Smith, City Attorney

Technology Partners Group, Inc.
[Professional's name]

By: _____
[Signature officer, director or principal of Professional]
Bradley Webb, President
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: July 5, 2019

Exhibit A
CITY OF
Wyoming
MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
 - B. Neither Professional nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Professional, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.
 - E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.irs.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

11. Intellectual Property Guaranty. Professional guarantees the sale or use of software, records or other intellectual property provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance.

<p>COMMERCIAL GENERAL LIABILITY</p> <p>Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p> <p>AUTOMOBILE LIABILITY INSURANCE</p>

<p>Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence</p>
<p>WORKERS' DISABILITY COMPENSATION</p> <p>Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>PROFESSIONAL LIABILITY INSURANCE</p> <p>Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.</p>
<p>EXCESS/UMBRELLA INSURANCE</p> <p>Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.


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19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.


 [Signature]
 Bradley Webb President
 [Printed Name and Title of Person Signing]

Technology Partners Group, Inc.
 [Printed Name of Professional]

Date signed: 6/5/19

ORDINANCE NO. 13-19

ORDINANCE TO AMEND CHAPTER 90, ARTICLE 7, SECTION 90-709 OF THE
CITY CODE REGULATING OFF-PREMISES ADVERTISING SIGNS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 7, section 90-709 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-709 OFF-PREMISES ADVERTISING SIGNS

(1) Off-premises advertising signs shall be located on property abutting a freeway and shall not be placed beyond 300 feet of the freeway right-of-way. A 300-foot setback shall be required from the intersection of any freeway access or egress and the intersecting street.

(2) A drawing with specifications prepared and sealed by a registered engineer or architect of the state shall be filed with the city prior to the issuance and approval of a permit and construction.

(3) Off-premises advertising signs may be constructed to a maximum size of 672 square feet per face, provided they are located within 100 feet of a freeway right-of-way. Any off-premises advertising sign placed farther than 100 feet from the freeway right-of-way shall not exceed 300 square feet per face.

(4) Except as noted in section (8) below, no off-premises advertising sign structure shall be constructed closer than 750 feet to another off-premises advertising sign structure in any direction, except that no two off-premises advertising sign structures located on the same side of a freeway may be closer than 1,500 feet. Distances are to be measured along the freeway right-of-way line.

(5) Off-premises advertising signs shall not exceed the building height restrictions for the zone where erected.

(6) Off-premises advertising signs located adjacent to a major thoroughfare shall be at least 500 feet from any residential district.

(7) Tri-vision off-premises advertising signs are allowed, but message changes may occur no less than seven seconds apart.

(8) Off-premises advertising signs may incorporate an electronic message center (EMC), subject to the following:

(a) No permit shall be issued for an off-premise advertising sign structure utilizing digital technology unless, the permit applicant demonstrates that four non-conforming sign structures located within the city boundaries are demolished. The applicant will reduce the number of existing non-conforming signs demolished if the applicant demonstrates that three non-conforming sign structures located within the city's form based code districts are demolished.

(b) No off-premises LED advertising sign structure utilizing a moving image display shall be constructed closer than 2,500 feet to another off-premises LED advertising sign structure utilizing a moving image display and facing the same direction of travel.

(c) The entire sign face shall be a moving image display and shall only convey a single product or message at any one time.

(d) Except for the change from one display to the next, which shall be instantaneous, each individual sign display shall be stationary. No elements of the display may move, flash or scroll, except to change from one display to the next.

(e) Displays may change no less than seven seconds apart. Each change shall be a fade from

one display to the next, with the duration of the transition (fade-out/fade-in) no less than one-half of a second.

- (f) Maximum brightness of an EMC shall not exceed 0.2 foot candles above ambient light.
- (g) All signs regulated under this section shall possess and utilize automatic dimming controls set to automatically adjust to the limits defined in this section.
- (h) Owners of signs regulated under this section shall submit an initial third-party certification for each sign verifying the sign is equipped with a sensor or other device that automatically determines the ambient light and is programmed to automatically adjust according to ambient light conditions, and that the sign is programmed to comply with the 0.2 footcandle measurements.
- (i) Sign owners shall, at the city's request, provide a report from a third party testing agency documenting that the light emitted from the sign meets the minimum illumination standard defined in this section. The certified report shall be submitted within 15 days of the written request from the city. A certified report is valid for a period of 90 days. The third party testing agency shall adhere to the city's accepted procedures for testing which are provided by the Building Inspections Department.
- (j) In addition to the above requirements, signs allowed under this section shall be configured to default to a static display in the event of mechanical failure.

Section 2. This ordinance shall take effect on _____, 2019.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 13-19

May 28, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendments to revise Off-Premises Advertising Signs (Section 90-709)

Recommendation: To approve the subject Zoning Ordinance amendment.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 21, 2019. A motion was made by Hegyi, supported by Smart, to recommend to the City Council adoption of the recommended revised *Off-Premises Advertising Signs (Section 90-709)* Zoning Ordinance text amendment. The motion passed unanimously following discussion. A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The City of Wyoming allows off-premise advertising signs, also commonly referred to as billboards, in I-1 and I-2 districts on property abutting a freeway right-of-way. Staff was asked by City Council to perform a review of the ordinance in light of the growth of the use of digital technology. Following a lengthy and thorough review of state and federal statutes, other communities' ordinances, and discussion at multiple planning commission meetings, the following is recommended:

- Reduce the required distance between digital billboards from 4,000 feet to 2,500 feet;
- Create an exchange program that helps to encourage the removal of non-conforming signs while providing a means to utilize new digital technology along the freeway. The exchange program will require the removal of three non-conforming billboard structures in Form Based Code areas or four non-conforming billboard structures in all other zone districts for the installation of one digital head on a conforming structure along the highway; and
- Solidify a process for measuring the illuminance of digital signs in the event such action is required.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

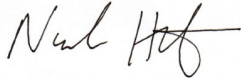
Jack A. Poll, Mayor

On May 28, 2019 staff held an educational meeting for all area billboard companies to ensure all were aware of the proposed zoning change. Representatives from Outfront Media, Grand Rapids Outdoor, Lamar Outdoor Advertising, and Adams Outdoor all attended.

Please note Grand Rapids Outdoor provided materials and requested that staff include these materials in the City Council packet.

The proposed text amendment and supportive material is attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a long horizontal stroke at the end.

Nicole Hofert, City Planner
Department of Community Services

Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services

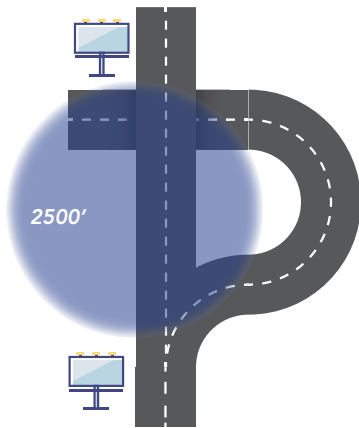
Proposed Distance Requirements Between Signs



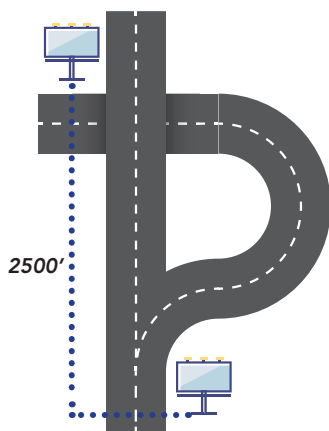
Digital Billboard



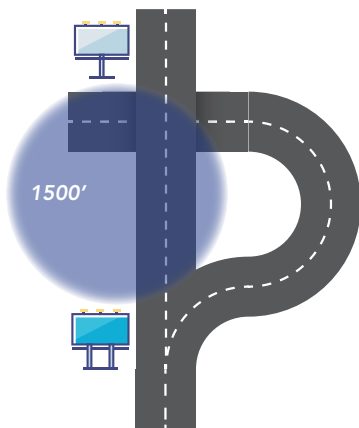
Static Billboard



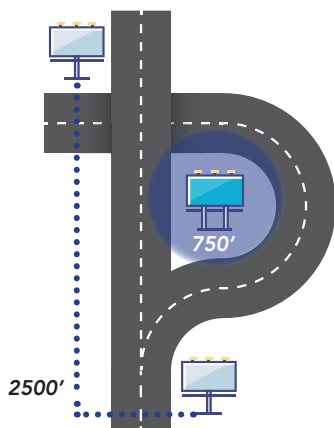
Digital billboards must be a minimum of 2500' apart when on the same side of the road



Digital billboards must be a minimum of 2500' apart when on opposite sides of the road and facing the same direction



A digital billboard must be a minimum of 1500' apart from a static billboard when on the same side of the road and facing the same direction



A static billboard must be a minimum of 750' apart from all other billboards in all directions when on the opposite side of the road facing a different direction

Procedure for measuring the illuminance of a EMC

Adopted from the International Sign Association

- a. Step 1: Use an illuminance meter. The illuminance meter must have the ability to provide a reading up to two decimal places and must be set to read footcandles. It is preferred to have an illuminance meter with a screw-mount that allows the sensor to be mounted on a tripod. A tripod ensures that the highly sensitive sensor is held perfectly still; otherwise it may be difficult to obtain an accurate reading.
- b. Step 2: Determine square footage of the face of the EMC by multiplying the height and the width of the EMC.
- c. Step 3: Determine the measurement distance. Using the total square footage found in Step 2, look up the measurement distance in *Table 1: Sign area versus measurement distance*, to determine the distance to measure the brightness of the EMC. The distance should be measured perpendicular to the EMC sign face. The use of a measuring wheel, laser finder or a smartphone app are the most convenient ways to measure the distance.
- d. Step 4: Prepare the display for testing. Ensure that the EMC is programmed to alternate between a solid white (or in the case of a monochrome display – the solid color of the display) message and a blank message.
- e. Step 5: Use an illuminance meter to measure the brightness of the EMC. Mount the sensor of your illuminance meter to a tripod and orient the sensor directly towards the face of the EMC at the measurement distance determined in Step 2. Ensure that the illuminance meter is set to measure footcandles up to two decimal places. As the display alternates between a solid white message and an “off” message, note the range of values on the illuminance meter. If the difference between the readings is less than 0.2 footcandles, then the brightness of the display is in compliance. If not, the display will need to be adjusted to a lower brightness level using the manufacturer’s recommended procedures.
- f. Step 6: Ensure that the display can adjust to different ambient conditions. Inspect the sign to ensure that it incorporates a photocell or other technology to ensure that the display can adjust according to ambient lighting conditions.

Table 1: Sign area versus measurement distance

AREA OF SIGN sq. ft.	MEASUREMENT (ft.)
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71
55	74
60	77
65	81
70	84
75	87
80	89
85	92
90	95
95	97
100	100
110	105
120	110
130	114
140	118
150	122
160	126
170	130
180	134
190	138
200	141
220	148
240	155
260	161
280	167
300	173

* For signs with an area in square feet other than those specifically listed in the table (i.e., 12 sq ft, 400 sq ft, etc), the measurement distance may be calculated with the following formula: $\text{Measurement Distance} = \sqrt{\text{Area of Sign Sq. Ft.} \times 100}$

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING
PLANNING COMMISSION AT ITS REGULAR MEETING OF JUNE 18, 2019

PLANNING COMMISSION
MEETING MINUTES OF MAY 21, 2019
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Arnoys, Bueche, DeLange, Goodheart, Hegyi, Micele, Smart,
Spencer, Weller

MEMBERS ABSENT: None

STAFF PRESENT: Rynbrandt, Director of Community Services
Hofert, City Planner
Rupert, City Building Inspection Supervisor
Singleton, Planning & Development Dept.

Chair Spencer called the meeting to order at 7:00 PM.

APPROVAL OF MINUTES

The minutes of April 16, 2019, were approved as written.

APPROVAL OF AGENDA

The agenda was approved as presented.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Chris Myers, of Outfront Media, informed the Planning Commission and audience members that he was present for the discussion about the billboard ordinance and zoning text amendments (Agenda Item # 6 – Old Business) and indicated his support of the amendment of the freeway billboard ordinance to be converted to digital and eliminate non-conforming surface street billboards and the recommended MDOT distance separation of 1,750 ft. instead of the original recommendation of 2,500 ft. He also stated that they supported the original proposal of four billboards in Non-Form Based Code areas and two billboards in the Form Base Code area and thought that proposal was equitable and fair. Myers stated that the addition of a Trade-In program was fair and he was thankful that staff decided not to implement an annual certification requirement for billboards. He stated he would be available to answer any questions during the hearing of Agenda Item #6.

Stephen Disselkoen, of Grand Rapids Outdoor, informed the Planning Commission and audience of his general support for the billboard ordinance but stated he has a concern about the teardown ratio of billboards and the philosophy and number of billboards suggested for teardown being presented. He provided a document to staff and the commission that gave examples of the impact

of allowing higher ratios in other communities and the potential for revenue sharing opportunity for the City. Disselkoen stated that he is concerned how this proposed ordinance will impact options for smaller companies that have purchased billboards based upon the scarcity value and spacing of the signs which will be eliminated if reduced to the recommended MDOT standard of 1,750 ft.. Disselkoen recommended that the distance remain at 4,000 ft. and a higher trade in ratio like other municipalities nationwide are doing should be implemented potentially with a revenue sharing option.

Public Hearing was closed at 7:06 pm

AGENDA ITEM NO. 1

Request for vacation of an alley south of 39th Street and west of Division Avenue adjacent to 3945 S. Division Avenue. (Section 24) (Wyoming Engineering)

Hofert explained that the owner of 3945 Division Avenue requested the vacation of the alley adjacent to his parcel. The alley is completely surrounded by property owned by the same entity. Hofert stated that the applicant requested to vacate the alley so it will not bisect his property and improve the redevelopment potential of the site.

Hofert explained the benefits and impact of this request in the following:

- Alley vacations have no impact on the environmental quality of Wyoming.
- Alley vacations have no impact on social equity in Wyoming.
- Vacation of the alley will reduce the maintenance responsibility of the City and allow the surrounding parcels to have more land to potentially redevelop.

Hofert stated that it is in the best interest of Wyoming to vacate the alley and be relieved of the maintenance responsibility and recommends that the Planning Commission recommend to City Council that the City vacate the alley south of 39th Street and west of Division Avenue.

Public Hearing was opened at 7:08 pm

Public Hearing was closed at 7:09 pm

Motion by Arnoys and supported by Weller, to recommend that the City vacate the alley south of 39th Street and west of Division Avenue. No discussion followed

A vote on the motion carried unanimously.

AGENDA ITEM NO. 2

Request for Special Use Approval for a community center for Lighthouse Community Ministries. The property is located at 3500 Byron center Ave. (Includes Site Plan Approval) (Section 15) (Calvary Christian Reformed Church)

towers can be installed and that the Act 365 and the FCC ruling restricted where the municipalities could limit where the towers could be installed.

Micele inquired about what defines a small cell tower from a large cell tower. Rynbrandt stated that there is a distinct difference between a large tower and small tower and can be identified based upon their locations. Rynbrandt stated that small towers are affixed to poles or signs throughout residential neighborhoods and large towers stand independent.

Goodheart inquired if there were any setback requirements. Hofert replied that there are no setback limits.

Motion passed 7 to 2, with Hegyi and Bueche

AGENDA ITEM NO. 5

Request for Rezone from R-1 to R-2 for Greens of Wyoming. The property is located at 1207 56th Street SW. (Section 35) (Westview Capital, LLC).

Public Hearing opened at 7:24 pm (will remain open until the June meeting)

Chair Spencer explained that Agenda item #5 will be deferred until the June meeting due to the applicants request for a deferral until the next Planning Commission meeting. Since the rezone request was noticed correctly prior to the applicants request for a deferral, comments will be allowed today as well as at the next meeting.

A motion by Micele and supported by Smart to defer the request for Rezone from R-1 to R-2 for Greens of Wyoming to the next scheduled meeting. No discussion followed.

Motion passed unanimously.

AGENDA ITEM NO. 6

Request to approve proposed Zoning Ordinance Text Amendments to revise Off-Premises Advertising Signs (Section 90-709). ***(Public Hearing was held on March 19, 2019 – public comments on this item will only be accepted during the ‘Public Comment on Non-Public Hearing Agenda Items’)***

Hofert provided an overview and general history of this request to the Planning Commission. The City of Wyoming allows off-premise advertising signs, also commonly referred to as billboards, in I-1 and I-2 districts on property abutting a freeway right-of-way. Staff was asked to perform a review of the ordinance in light of the growth of the use of digital technology. Following an extensive review by the Community Services project team which included Rebecca Rynbrandt, Dave Rupert, Nicole Hofert, Bob Hoekwater, Ashley Dent, and Scott Smith, staff is recommending that the City amend the sign ordinance to allow the replacement of static billboard structures with digital structures and/or heads as long as certain conditions and requirements are met. The recommended changes include the formation of an exchange program that helps to encourage the removal of non-conforming signs while providing a means to utilize new digital technology along the freeway. Recommended restrictions included the following:

- Districts billboards are allowed in;
- The distances between signs;
- Light emissions; and
- The time a single message may be displayed and the time allowed between two different messages.

Planning Commission held a public hearing on this agenda item at its March 19th meeting. Planning Commission deferred action on this item until more information could be provided on the following:

- Effect of revising recommended distance requirement from 1,750 ft. between digital billboards to 2,500 ft. between digital billboards.
- Amending the trade in program to require more billboards be surrendered in Form Based Code areas.
- Nits vs. Foot candles

At the April 16th meeting, staff brought in an engineering consultant, Eric DeVries of E³M Solutions, to address questions related to light emissions, measurement standards, and Nits vs. Foot candles. Following that presentation, Planning Commissioners indicated to staff that a revised text amendment should include:

- A required distance between digital billboards of 2,500 feet
- Require three non-conforming signs in FBC areas to be surrendered for the conversation to a digital head on a conforming sign structure
- Remove the annual certification requirement
- Add language that solidifies the process for measuring the illuminance of digital signs in the event such action is required

Hofert stated that it is staff's recommendation for the Planning Commission to recommend the propose text amendment to City Council for adoption.

A motion by Hegyi and supported by Smart to approve proposed Zoning Ordinance Text Amendments to revise Off-Premises Advertising Signs (Section 90-709).

Weller inquired about word choice in Section 8(a) on the proposed Ordinance. He wondered if "will" was more appropriate. Hofert stated that staff will make the change in Section 8(a) to take out the word "may" and replace it with the word "will".

Hofert also made a point of clarification to correct her statement of the use of Nits during her presentation since the proposed ordinance uses Foot Candles as the measuring tool.

DeLange stated that he was not fond of digital boards but felt that the Planning Commission did their due diligence to ensure that this ordinance was fair and that staff reviewed and researched this proposal in depth.

Micele inquired about the three different billboard distance options and wanted clarification on trade in program with the usage of the 2,500 ft. option for removal of signs. Hofert stated that three Non-conforming billboards in Form Based Code and four in all other districts will be

established as the trade in program. Micele inquired about the current distance of freeway billboards. Hofert stated that currently billboards are 4,000 ft. apart with no trade-in program established. DeLange felt the revised trade in program in Form Based Code that requires three billboards to be removed is an improvement over the original recommendation.

Hegyí inquired if companies would have to take down three billboard structures to put up a new digital billboard head on an existing structure. Hofert stated that this was correct. A billboard company will need to take down three structures in a Form Based Code area and four billboard structures in all other areas. Hegyí inquired if companies could take down billboards in both Form Based Code and other areas. Rupert stated that if a request like this takes place, staff would then work on a recommendation to be submitted to the Zoning Board of Appeals for review.

Goodheart inquired about the amended ordinance and requested clarification on the section regarding the language used requiring a permit prior to construction. Hofert stated that staff would add the words “issuance” and “approval” to this section of the ordinance.

Motion passed unanimously.

PUBLIC COMMENT

Chair Spencer informed the Planning Commission and staff that she was recently contacted via phone call by a developer that has pending proposals before the Planning Commission body and they asked if they could have a conversation with her. Chair Spencer stated that she informed the developer that this was not appropriate based upon her knowledge received from the “Open Meetings Act” training. Rynbrandt stated that any applicant or any future applicant should be referred to staff if they have any inquiries or concerns.

There was no public comment.

ADJOURNMENT

The meeting was adjourned at 7:35 P.M.

William Hegyí, Secretary
Wyoming Planning Commission

Darrell Singleton II
Planning & Development Dept.

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING
PLANNING COMMISSION AT ITS REGULAR MEETING OF MAY 21, 2019

PLANNING COMMISSION
MEETING MINUTES OF APRIL 16, 2019
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Arnoys, Bueche, DeLange, Goodheart, Hegyi, Micele, Smart,
Spencer, Weller

MEMBERS ABSENT: None

STAFF PRESENT: Rynbrandt, Director of Community Services
Hofert, City Planner
Rupert, City Building Inspection Supervisor
Singleton, Planning & Development Dept.

Chair Spencer called the meeting to order at 7:00 PM.

APPROVAL OF MINUTES

The minutes of March 19, 2019, were approved as written.

APPROVAL OF AGENDA

The agenda was approved as presented.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Chris Myers, of Outfront Media, informed the Planning Commission and audience members that he was present for the discussion about the billboard ordinance (Agenda Item # 5 – Old Business) and would be available to answer any questions.

AGENDA ITEM NO. 1

Request for Special Use and Site Plan Approval for Consumers Credit Union. The property is located at 5414 & 5432 Haughey Avenue SW & 212 54th Street SW.
(Section - 36) (Consumers Credit Union)

Hofert described the location, existing land use and current zoning around the area. Hofert also explained that the developers had submitted a Special Use and site plan approval request for vacant parcels on the south side of 54th Street SW. The proposed site plan is for the development of a credit union with a drive-thru use (requires Special Use approval). The properties were previously rezoned from residential to RO-1. The intent was to create an office/light commercial corridor on the south side of 54th Street SW that would serve as a buffer

Smart stated that although there were 14 conditions he felt many were simple and could be easily corrected. He felt confident that staff would ensure the conditions are addressed and implemented.

Weller stated he felt the same as Smart and identified that the items noted are different on every plan and he felt most of the items stated in the conditions were addressed.

Hegyí withdrew his motion to defer.

Motion by Weller, supported by Hegyí, to grant Site Plan Approval for Metro Health Village 5 Unit 54 per the Staff's Findings of Fact that the proposed site plan meets the site plan standards of Section 90-505 subject to compliance with Conditions 1-14. Discussion followed.

Motion passed 8 to 1, with Bueche opposed.

AGENDA ITEM NO. 5

Request to approve proposed Zoning Ordinance Text Amendments to revise Off Premises Advertising Signs (Section 90-709). ***(Public Hearing was held on March 19, 2019 – public comments on this item will only be accepted during the 'Public Comment on Non-Public Hearing Agenda Items')***

Hofert described the Planning Commission's request to defer action on this item until more information could be provided on the following:

- Effect of revising recommended distance requirement from 1,750 ft. between digital billboards to 2,500 ft. between digital billboards.
- Amending the trade in program to require more billboards to be surrendered in Form Based Code areas.
- Nits vs. Foot candles

Hofert explained that staff prepared some additional maps to present that address the questions and concerns previously raised by the Commissioners. Additionally, a lighting engineer has been contracted to provide a presentation during the meeting to answer questions related to light emissions, measurement standards, and Nits vs. Foot Candles.

Hofert informed the Commission that the City of Wyoming allows off-premise advertising signs, also commonly referred to as billboards, in I-1 and I-2 districts on property abutting a freeway right-of-way. Staff was asked to review the ordinance in light of the growth of the use of digital technology.

Hofert informed the Commission that an extensive review was completed by the Community Services project team which included Rebecca Rynbrandt, Dave Rupert, Nicole Hofert, Bob Hoekwater, Ashley Dent, and Scott Smith. The recommendation from this review was that the

City amend the sign ordinance to allow the replacement of static billboard structures with digital structures and/or heads as long as certain conditions and requirements are met. The recommended changes included the formation of an exchange program that helps to encourage the removal of non-conforming signs while providing a means to utilize new digital technology along the freeway. Recommended restrictions include the following:

- Districts billboards are allowed in;
- The distances between signs;
- Light emissions; and
- The time a single message may be displayed and the time allowed between two different messages.

Hofert offered examples of the Form Based Code exchange program. There are a total of 16 billboards in Form Based Code areas.

Hofert reminded the Commission of the proposed distance requirements. The distance of digital billboards would be a minimum of 1,750 ft. apart from when on the same side of the road and 1,750 ft. apart when on opposite sides of the road facing the same direction. Digital Billboard must be a minimum of 1,500 ft. apart from a static billboard when on the same side of the road and facing the same direction. The static billboard must be 750 apart from all other billboards in all directions when on the opposite side of the road facing a different direction.

Hofert then briefly highlighted the proposed trade in program. The proposed trade-in program for non-Form Based Code areas is four non-conforming structures can be traded in for one digital head on a conforming structure. In Form Based Code areas two non-conforming structures can be traded in for one digital head on a conforming structure. Staff also presented the option of trading in three non-conforming structures in Form-Based Code areas for one digital head on a conforming structure.

Hofert stated that staff is recommending that sign lighting be measured in foot candles and limited to .2 foot candles above ambient light. Staff is also recommending an annual certification program.

Hofert invited Eric DeVries, President of E3M Solutions, to provide an overview of Digital versus Static billboards, standard practices found in other jurisdictions and recommended best practices by engineering professionals. DeVries stated that the number one concern of digital signs is brightness. DeVries explained the definitions of Luminance (*how much light is given off*) and Illuminance (*How light affects an area*). DeVries outlined the difference between measuring in Nits versus Foot Candles. He explained that luminance should be measured in Nits which consisted of a very detailed measuring process measuring 1 degree off of a perfectly parallel sign. Illuminance should be measured in Foot Candles which is simpler to operate measuring the effect of light in the area and is easier to check and enforce.

DeVries also explained the financial expense between both measuring tools stating that a Nit meter ranges from \$2,500 to \$10,000 and a Foot Candle Meter ranges from \$80 to \$150. He provided examples of projects that used the different light measuring tools and found that most communities are moving towards using the Foot Candle meter. DeVries stated that jurisdictions switching from Nit to Foot Candle measuring tools implement dimming requirements and three optional methods of automatic controls:

- Manual Control (Generally not accepted)
- Scheduled Control (Some jurisdictions)
- Photo Cell Control (Preferred method)

The currently recommended measurement requirement by staff is .2ft candles above ambient light; the National average ranges from .2 ft. to .4 ft. candles above ambient light. DeVries gave the Commission descriptions of illumination limits which describe the difference between the off and solid message as defined by measurement criteria that shall not exceed .3 foot-candles at night and dimming capabilities that permit signs to be equipped with a sensor or other device that automatically determines the ambient illumination and can be programmed to dim according to conditions automatically, or that can be adjusted to comply with the .3 foot-candle measurements. DeVries also explained the six steps of measurement criteria:

- Illuminance Meter capable of 0.00 decimal places
- Determine Sign square footage
- Determine Measurement distance
- Position Meter (5ft above ground)
- Measure Illuminance
- Ensure Auto Ambient adjustment

DeLange inquired if the proposed ordinance allows signs to be brighter than or similar to what the current ordinance allows. The current ordinance measures in nits, the proposed would measure in foot candles. DeVries stated that this is a challenging question to answer, but it will appear similar or slightly dimmer.

Micole inquired about energy conservation. DeVries stated that based upon the auto-dimming the signs will require LED lighting and will align with current Michigan energy code.

Arnoys inquired about what kind of time demand does this place on staff. DeVries stated that the biggest concern about the time is the best time to take the measurement which is at night and may place restraints on staff and certification requirements for individuals inspecting the sign. Hofert stated that staff would not be doing the certification inspection and that billboard companies would have to obtain that through a certified third-party agency. Hofert reiterated DeVries's comments about ensuring that if requirements are implemented, they are clear, specific and consistent.

DeVries gave examples of how variances in the process in which the sign is measured can create a gray area and referenced the Illumination Society of North America and other supporting code language based upon State Code. Rupert stated that the code language referenced already exists in the City of Wyoming's current code which was based on the State Code for billboards.

Micole inquired if we would need to increase the illumination of signs if particular artwork on billboards appears darker based upon colors used. DeVries stated this would be based upon the illuminance of the .2 ft. candles and how much light comes off the sign and is subject to the individual's perception of the sign and is very difficult to measure.

Weller inquired if any municipalities charge a licensing fee to generate income to offset expenses generated when ensuring lighting compliance. DeVries stated that he did not know and only focused on the compliance aspect of billboards. Rynbrandt stated that the City has no intention to impose a license fee for certification of signs.

Chair Spencer inquired about the annual certification requirement of billboard companies and how the City of Wyoming would enforce compliance based upon a complaint outside of the annual certification. Hofert stated that if a complaint were submitted to the City, the City would notify the billboard company to provide third-party certification that their sign complies with the standard.

Arnoys commented about the frequency of certification. Hofert referred the Commission to (G) in the proposed ordinance. Arnoys inquired if this is something the City would require annually for billboard companies and if it is necessary. Rupert stated that the City currently only requires a permit for the installation of the sign and if the certification process is adopted the City would require billboard companies to have annual certifications and be in compliance with the State. If a complaint is submitted the City would require new third-party certification.

Smart stated that he feels that annual certification is overkill since certification will be required at installation request and if complaints are submitted about the billboard. Rupert reiterated that it is a State requirement for billboard companies to certify billboards annually and believes that this will help ensure additional controls of billboards.

Spencer inquired if in the City's conversations with the State there was any indication of impending changes to the State's requirements. Rupert stated that he could not speak to what the State may change in the future.

DeVries referenced complaint requirements for third-party verification in other jurisdictions stating that they provide a limitation to certification which will not require the billboard company to obtain a new third-party certification based upon the established certification time frame.

Goodheart stated that he doesn't feel revenue has to be generated unless there is a problem where there are numerous complaints on the same billboard and feels that foot candles would be the best option and inquired how we can ensure requirements are in place after third-party certification has taken place. DeVries stated that rotating messages would be monitored based upon the timing of the message and also stated that a certification requirement for the tester is implemented.

Smart stated that there is no benefit to the sign companies to put up too bright of signs that would illicit complaints. He felt this would keep companies in compliance. Rybrandt commented on the previous conversation about policy on internal and external certification. Rynbrandt explained that there is a State law that only allows fees to be assessed on billboard compliance based upon capturing direct cost only on reasonable overhead and that the Commission should only be concerned with their policy recommendation to submit to Council.

Hegy expressed concern that competing billboard companies or residents may abuse the complaint system and stated he does not favor the recommended annual certification process.

DeLange stated that the more significant impact should be the distance identifying 1,750 ft. versus 2,500 ft. and how many digital signs would the City of Wyoming want. He supports the ordinance at 2,500ft..

Weller inquired about which ordinance would give the City of Wyoming the most leverage to remove other signs and stated that he prefers the 2,500 ft. distance requirement.

Goodheart questioned the differences between the proposed ordinance and the current ordinance. Hofert replied that staff could provide a strike-out version at the next meeting if the item is deferred.

Staff asked for guidance on what the Commissioners' believe to be the most important issues to be addressed in the proposed ordinance.

Spencer took a vote via hands to determine which distance requirement should be implemented. The vote was unanimous for the 2,500 ft. requirement.

Spencer took a vote via hands for the annual certification. The vote was 2 out of 7 against the yearly certification requirements for billboards.

Arnoys recommended that a five-year certification should be implemented to ensure compliance.

Spencer stated if billboard companies are out of compliance regularly, then there should be language in the ordinance requiring additional or stricter compliance.

Hofert inquired if the Commission preferred the revised trade in recommendation of 3 non-conforming structures in a Form Based Code area for one digital head on a conforming structure.

The Commission recommended that the 3 for 1 in Form Based Code areas requirement should be implemented.

A motion by Hegyi, supported by Micele to defer the request to approve proposed Zoning Ordinance Text Amendments to revise Off Premises Advertising Signs (Section 90-709).

PUBLIC COMMENT

There was no public comment.

Micele inquired about the unit located near Burlingame and wondered if the owner was still living there and if it was vacant. Rupert stated that the owner lives out of State and comes in town to do work on the home throughout the year.

Micele inquired about construction on the vacant site adjacent the Fire Station on Gezon Parkway. Hofert stated that a Credit Union would be built at this location.

Summary: The most likely result of this billboard exchange program is the removal of a handful of non-conforming structures (not the 45+ we believe Wyoming is hoping for). Our suggestions below explain how you can increase the number of non-conforming structures removed. We respectfully request this matter be sent back to the planning commission for further consideration.

Rationale: The non-conforming structures that are eligible for tear down are largely owned by one national sign company, Outfront Media. Wyoming staff estimated that 10-15 existing structures could be converted to digital. If these 10-15 structures are double sided, that's 20-30 new digital billboard faces, each with 8 rotating advertising faces, creating 240 new advertising spots to sell in Wyoming. Even if Wyoming is fine with that, the math doesn't work...

We do not believe that one company (Outfront) wants 20-30 additional digital faces in Wyoming alone as it would rival the total number of digital billboards they currently have across all West Michigan cumulatively. No matter what the exchange ratio is (high or low), we suspect Outfront will build only a handful of digital locations, and then Wyoming will forever lose its leverage to get numerous signs out of non-conforming form code areas. Now is the time for Wyoming to require a higher number of exchange structures to build new double-sided digital boards. Bear in mind, the signs being exchanged will likely be 3 single-sided 10x22 signs (660ft of ad space) for each 2-sided 14x48 digital board (16 faces for sale (8 per side), each at 672ft, totaling 10,752ft in ad space). The trade is 660ft for 10,752ft. Wyoming can ask for more than 3 structures in trade if desired and it'll still be more than fair for all parties.

It also makes sense that Outfront will build its best digital locations first (the most visible with the highest car count). Then, the conversions will cease, resulting in very few non-conforming takedowns in Wyoming. There are not many seeking after this exchange opportunity because Outfront has almost all the non-conforming inventory; once they get the digitals they want, the remaining non-conforming signs are there to stay.

Suggestion: We believe a sign company will tear down/exchange more structures for their first few digitals. Thus, a staggered exchange rate approach would ensure a fair number of overall exchanges actually take place. (This assumes that Wyoming desires to see as many non-conforming billboards removed as possible for the permitting of new digital billboards.)

- Remove 15 non-conforming structures each for the first two 14x48 digital structures
- Remove 7 non-conforming structures each for the next two 14x48 digital structures
- Subsequent 14x48 digital faces (4+) will only need 3 non-conforming poles removed in form zones and 4 in other business zones.
- Allow 10x30 digital billboards at a smaller ratio immediately, perhaps the proposed 3:1 ratio.
- This way, if only a few new jumbo 14x48 digital signs are ever built, more non-conforming structures will come down sooner and faster. If 10x30s are built at a smaller exchange ratio, at least we won't have more jumbo digital boards now much closer together than before (if the spacing is lowered from 4,000ft). Then sign companies have options & Wyoming wins either way.

Wyoming Staff had mentioned that Wyoming was tough on billboard spacing. We very respectfully disagree. Wyoming is pretty pro-billboard. Many surrounding cities (like Grand Rapids, Ada, and Cascade) do not permit digital billboards at all. Your neighbor, Byron Township, only allows 10'6x36' signs in their digital exchange program (roughly ½ the size you are considering). We believe Hudsonville and Grandville allow 10x30 digital billboards (300 square feet) whereas Wyoming is considering 15-20 new jumbo 14x48 digital faces (each at 672 square feet x 2 sides = 1,344ft). Wyoming is already being so generous; is the goal of the amendment to have more digital billboards at the maximum state-allowable size (14x48), all closer together with a lowered spacing requirement? If that's the goal, how does that benefit your constituents?

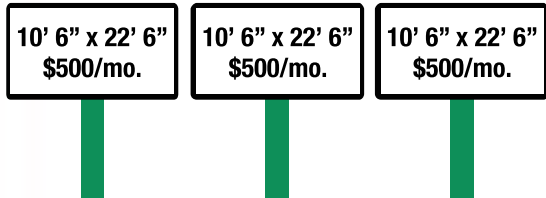
Suggestion: Don't reduce spacing from 4,000 to 1,500 or even 2,500 linear feet right out of the gate; rather, consider 3,000 or 3,500 foot spacing. Also, if you are going to reduce the spacing, then why permit jumbo 14x48 digital billboards instead of 10x30 or 10'6x36 digital signs like many of your surrounding municipalities? Does Wyoming want more digital signs, all closer together? If allowed, is the trade worth it "as written?" Consider 10x30 signs if smaller spacing, or much larger spacing for 14x48.

Wyoming Removal and Upgrading of Billboards

The point of this document is to show that Wyoming has a lot of leverage to require an increase of teardowns required to qualify for an upgraded digital billboard pole.

REMOVAL:

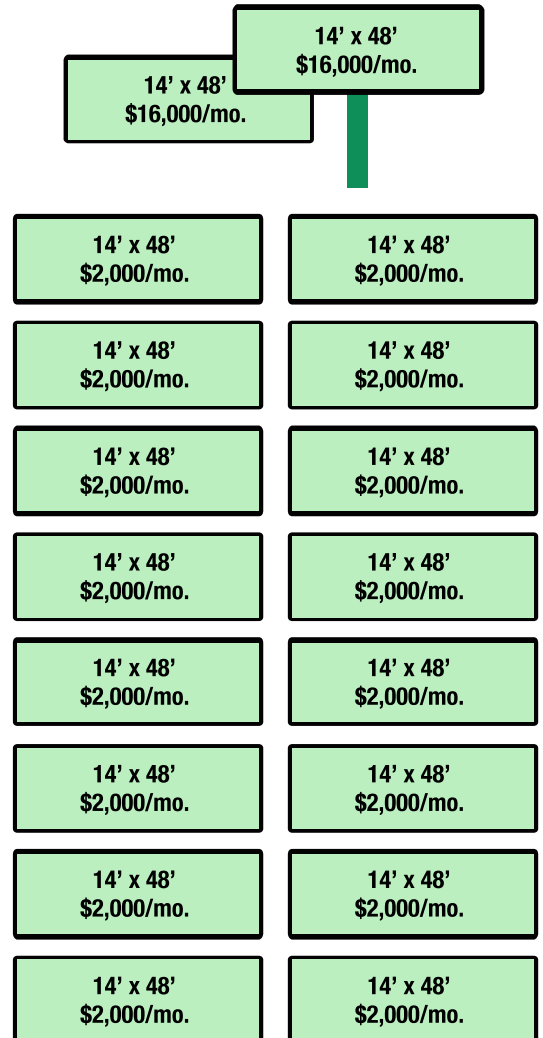
If a sign company demolishes 3 single faced poster poles in form based codes they will be forfeiting approx. \$500/mo. per face (or \$1,500 total) in monthly revenue.



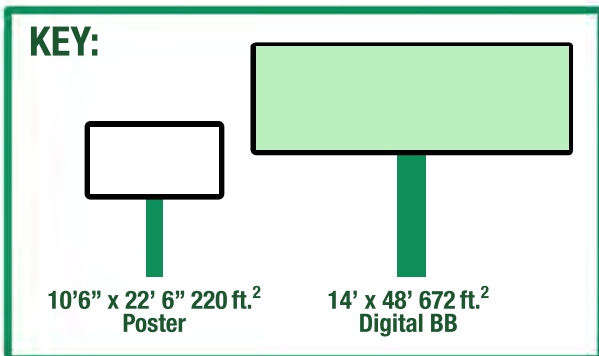
In exchange the sign company will receive...

UPGRADED INVENTORY:

One digital billboard pole (double sided). This will result in 16 new rentable spots which is approx. \$32,000 in monthly revenue.



Total square footage approx. 719
Total monthly revenue approx. \$1,500



Total square footage approx. 10,752
Total monthly revenue approx. \$32,000

Good Evening,

My name is Kaitlyn Disselkoen (246 Shore Haven Dr SE 49546). I work at GR Outdoor, but I also personally own a small business (GR Displays) with billboard faces in the city of Wyoming.

As a small business owner, I concur with Steve's testimony this evening. Please keep the existing billboard ordinance as it is; we don't see a reason for changing it. The ordinance currently in place appears to have worked well for all parties up to this point, including the city of Wyoming, and seemingly will do so in the future as well.

However, if Wyoming is determined to amend the ordinance: I, too, believe that the ideas outlined in the folders that GR Outdoor submitted can better help Wyoming accomplish their goals which I understand to be 1) remove non-conforming posters in business districts – specifically form code districts and 2) address digital billboard spacing in the city.

I believe the following ideas could benefit the city to a greater degree than the current language in front of you from the planning commission while still allowing Outfront to participate in an exchange program.

My ideas for your consideration are as follows:

- 1) The current spacing between digital billboards in the city is 4,000 feet. I propose a decrease to 3,500 or 3,000 feet. This would still satisfy the desire to address the spacing via a more measured approach without drastically changing the current ordinance down to 1,500 ft (between vinyls and digitals) or 2,500 ft (between digitals).
- 2) Require a greater number of non-conforming poster-sized billboards be torn down in exchange for a double-sided digital billboard on the highway. You could even use a laddered approach as mentioned in the GR Outdoor brief.
- 3) Allow for 10x36 digital faces in the exchange language, rather than 14x48 jumbo digital billboards. This would still meet your objectives without altering the driving experience on the highways to such a degree. Note, LAMAR Advertising currently has a 12x25 digital billboard on US-131 in Wyoming, which is still smaller than our proposed 10x36 compromise.

Accordingly, I would like to humbly request that you table this issue tonight by postponing the vote so that the whole council can weigh in on this important matter at a later date. It would also give the commissioners, and other city officials involved, more time to weigh the impact on small business and the city's constituents as a whole.

Thank you for your time and consideration.

June 12, 2019

Wyoming City Council
1155 28th St. SW
Wyoming, MI 49509

RE: Amendments to Chapter 90, Article 7, Section 90-709 of the City Code Regulating Off-Premises Advertising Signs

Dear Council Members,

Thank you for your consideration of the Amendments to off-premises advertising sign regulations as recommended by Staff and the Planning Commission.

Outfront respectfully encourages you to support the Amendments. The Amendments are in line with accepted industry and community standards and are fair and beneficial to the City, the billboard industry, and to local businesses and non-profit organizations which account for 75% of our advertising clients.

As a background, our industry dates back to the 1830's. Outfront's local office at 1355 Century Avenue has owned and operated billboards in the Greater Grand Rapids area dating back to the 1920's as Grand Rapids Advertising Company. Since then, we've grown our business and are now the owner and operator of the majority of billboards within the City.

While the landscape has changed over the past 90+ years, the purpose of our business and product remains the same – display and change messages for our advertisers to help them grow and prosper. Just like any other business, evolutions in technology over time have allowed us to improve the way we perform this same essential function:

- In the early days, billboard ads were hand-painted.
- Printing technology evolved to allow the printing of ads onto large squares of paper that were manually glued to sign faces.
- Materials technology evolved to allow the printing of ads onto a single sheet of vinyl that is manually attached to a sign face ("vinyl billboards").
- Mechanical technology evolved to introduce a series of multiple messages on a single sign face comprised of triangular louvers that simultaneously rotate to display and change ads ("trivision billboards").
- In the early 2000's, LED and wireless technology evolved to develop digital sign faces that display a series of multiple messages and change ads electronically ("digital billboards"). Digital billboards have been in existence as a permitted use along Wyoming's freeways for over a decade.

Early in our industry's history, product standardization was established to better accommodate advertisers and such standardization still exists today. Almost all billboards along freeways are "bulletins", which is a common term for the 14' x 48' (672 square feet) industry-standard product. Consistency of size allows advertisers to design their ads to uniform scale that will fit freeway billboards regardless of location, sign owner or how copy is displayed.

For example, a local college, business or hospital may want to display their ad on vinyl, trivision and digital billboards owned by different billboard companies along different freeways in multiple jurisdictions. Rather than spending time and money designing ads to à la carte miscellaneous sizes, a “one-size-fits-all” approach can be used to advertise in the most efficient, consistent and economical manner.

While MDOT permits freeway billboards up to 1,200 sq. ft. (commonly 20’ x 60’; there are none in West MI), Wyoming currently allows billboards up to the industry-standard bulletin size of 14’x48’. As it stands, 90% of all existing freeway billboards in Wyoming are of this size, including all of those owned by GR Outdoor (both vinyl and digital). Regardless of the evolution of copy change on billboards, the standard size of the sign face has remained the same. (Note: the only digital billboard in Wyoming that is not a 14’x48’ bulletin size is due to the unique circumstance of it being located on a property that is too narrow in width to accommodate that size).

Under the Amendments as drafted by Staff and approved by the Planning Commission, no change in bulletin size is being proposed. Rather, existing freeway billboards that meet all requirements to be converted to digital faces will be of the same industry-standard size as those already in place. This maintains design consistency for advertisers and visual consistency in the freeway landscape, which is in line with the purpose of the Amendments encouraging signs of consistent size. For the reasons stated above, we strongly urge the City to keep the existing size requirements as proposed.

When it comes to distance between digital billboards, all off-premises signs along freeways are already subject to MDOT’s minimum spacing requirement of 1,750’ between them. Currently, Wyoming requires 4,000’ spacing (more than double the State requirement). While Staff originally recommended spacing of 1,750’ consistent with MDOT, the Planning Commission voted to significantly increase the distance to 2,500’ which is being recommended to the City Council by Staff and the Planning Commission and is supported by Outfront Media as a fair and reasonable compromise.

In addition to revising the spacing, the proposed Amendments also require nonconforming surface street billboards be removed in exchange for existing freeway billboard locations to be converted to digital faces. Until now, takedowns have never been required for the right to modernize the way copy is displayed and changed at existing sign locations. This is probably due to the fact that changing the way a billboard displays advertisements does not result in more billboard structures, bigger billboards, or more square footage. So, in theory, it doesn’t make sense to require sign owners to take themselves out of business elsewhere in order to implement the use of modern technology, such as digital technology, to perform the same essential functions at the same existing freeway billboard locations.

However, Outfront recognizes and appreciates the City’s desire to have nonconforming surface street billboards removed to further multiple City planning intents including:

- Reducing the number of sign structures on surface streets
- Encouraging the eventual elimination of nonconforming surface street signs in a timely manner
- Supporting redevelopment in designated Form Based Code areas

Most nonconforming surface street billboards in Wyoming have been in existence for decades and without incentive for removal would continue to remain in place indefinitely. Recognizing the industry’s desire to incorporate modern technology into more of its freeway signs, the concept of a “trade-in” program for the removal of nonconforming signs in exchange for the ability to convert freeway signs to

digital faces was established by Staff and the Planning Commission. This concept has been implemented for mutually successful outcomes elsewhere and is being proposed in Wyoming in the Amendments.

It is important to recognize that the existing billboard landscape in any given community is unique. Given that, Staff conducted much research on other trade programs along with Wyoming's current billboard footprint. Through their research, they drafted a program that would require an appropriate number of removals in exchange for conversions. Planning staff originally proposed a 2:1 ratio for FBC removals and 4:1 elsewhere throughout the City. This was increased to a 3:1 ratio for FBC removals by the Planning Commission.

As the majority owner of nonconforming signs in both the FBC and elsewhere throughout the City, Outfront supports the proposed ratios because the number of nonconforming signs required to be removed is reasonable, fair and economically feasible in exchange for digital billboard conversions.

A successful example of a reasonable trade concept being implemented is seen in the City of Kalamazoo, where Adams Outdoor originally applied to remove ten nonconforming surface street billboards in exchange for converting four existing billboards to digital (10:4). Kalamazoo had 100+ surface street billboards at the time (many of which were going unsold) and recognized the opportunity to create a win-win scenario. Kalamazoo ultimately revised its ordinance to set trade-in values in two designated areas: 3:1 ratio in the first and 6:1 in the second. This is very much in-line with what Wyoming is proposing, in particular taking into consideration that there are currently no unsold surface street billboards in our inventory in Wyoming. The Kalamazoo trade ratio resulted in a program that made sense for both Kalamazoo and the billboard industry and allowed for several win-win projects to take place once passed.

Alternatively, Byron Township revised its ordinance to incorporate a trade program for digital with provisions in line with the recommendations suggested by GR Outdoor in their recent submittal to the City. Unlike the successful outcome in Kalamazoo, the requirement of smaller, non-standard 10'x30' digital signs in exchange for a much higher number of nonconforming signs being removed has resulted in absolutely no such projects taking place.

While requiring a large number of removals in exchange for smaller signs may sound like a good idea in theory, there becomes a point where it is simply "too expensive" to justify any such projects. Currently, we are sold out of ad space on our surface street boards in the City as there is a very high demand for such locations. We would hate to see all of the City's time, energy, and effort in creating a fair and economically viable program for the industry be for naught in the event of any changes being made from what has been well researched by Staff and approved by the Planning Commission.

Beyond economics, surface street billboards provide coverage to a diverse audience. They allow for targeted advertising to a given demographic, allowing our advertisers to better speak to those they're trying to reach. For example, the Whitecaps' advertisements on some surface street signs within the City are in Spanish. It is important to be able to continue offering relevant, broad coverage to our advertisers on multiple arteries as a complement to our freeway signs in order to provide the best possible service based on customer demand.

We support Staff and the Planning Department's proposed trade ratios which we believe allow for an appropriate balance between removing nonconforming surface street billboards and still being able to sufficiently serve our community advertisers. The proposed Amendments providing for removals of

nonconforming signs in exchange for incorporating digital technology at existing freeway billboard locations is a practical solution that accomplishes both intents.

Since our humble beginning in the 1920's to now, our office has always strived to act as a partner to the communities we serve, conduct ourselves in an ethical manner, and grow our business in a responsible way that makes sense for our company, our advertisers and our communities. We believe the City's adoption of the ordinance Amendments will allow both the City and our industry to achieve those goals with mutually beneficial results. With that, we once again urge you to support the Amendments as proposed.

Respectfully,



Denise Bartholomew
Real Estate Representative
Outfront Media