

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MARCH 15, 2010 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor David Christian, Resurrection Life Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of March 1, 2010 and the work session of March 8, 2010.
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Civilian Recognition – Presented by Chief Carmody.
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

(All items under this section are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda upon request of any Council member and will be considered separately.)

 - a) To Set a Public Hearing to Determine the Necessity of Establishing a Special Assessment District for the Purpose of Providing Aerial Insecticide Spray for a Gypsy Moth Suppression Program (April 5, 2010 at 7:01 p.m.)
 - b) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Metal Components, LLC (April 5, 2010 at 7:02 p.m.)
- 15) Resolutions**
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - c) To Authorize the Mayor and City Clerk to Execute a Service Agreement for the Library Coffee Shop with Bookworm Café
 - d) To Extend the Proposal for Aerial Insecticide Spraying Services and to Authorize the Mayor and City Clerk to Execute an Agreement for Gypsy Moth Suppression Services

- e) To Award a Construction Contract and Change Order to Davis Construction, Inc. for the Primary Clarifier Odor Control Improvements Project and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 36)
- f) To Authorize the Purchase of Reflective Sheeting
- g) To Authorize the Payment of Police Patrol Car Fittings
- h) For Award of Bids
 - 1. Shredded Bark
 - 2. Curbside Trash Pick Up
 - 3. Fertilizer
 - 4. Hydromulch & Grass Seed

17) Ordinances

1-10: To Amend Section 30-35 of the Code of the City of Wyoming. (Open Burning) FIRST READING

2-10: To Add Division 1 to Article 1 of Chapter 2 of the Code of the City of Wyoming Entitled Conflict of Interest Policy. FIRST READING

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO DETERMINE THE NECESSITY OF
ESTABLISHING A SPECIAL ASSESSMENT DISTRICT FOR
THE PURPOSE OF PROVIDING AERIAL INSECTICIDE SPRAY
FOR A GYPSY MOTH SUPPRESSION PROGRAM

WHEREAS, the City Council has directed the City Manager to prepare plans, specifications and an estimate of cost for providing aerial insecticide spray for a gypsy moth suppression program, and

WHEREAS, the City Manager has prepared the same and has filed the same with the City Clerk, together with certain recommendations as required by the City Code of the City of Wyoming; now therefore,

BE IT RESOLVED THAT:

1. The plans and specifications and estimate of cost and the report of the City Manager for said aerial spray, shall be filed in the Office of the City Clerk, and shall be available for public examination.
2. The City Council shall meet at City Hall, 1155 – 28th Street SW, Wyoming, Michigan, on **April 5, 2010, at 7:01 o'clock P.M.**, EDST, or as soon thereafter as the business of the City Council will permit, for the purpose of hearing all persons to be affected by the proposed aerial spray. (See attached map.)
3. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in the Southwest Advance, an official newspaper of the City of Wyoming, not less than five (5) days prior to the date of said hearing, to be sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing; said notice to be mailed to the addresses as shown on said general rolls of the City.
4. The notice of said hearing to be published and mailed, shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING TO THE OWNERS OF THE
LOTS AND PARCELS OF LAND INCLUDED FOR AERIAL INSECTICIDE
SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM SPECIAL
ASSESSMENT ROLL 10-794

TAKE NOTICE, that the City Council intends to provide Aerial Insecticide Spray for a Gypsy Moth Suppression Program Special Assessment 10-794. The City Council intends to defray all of the costs of the above described project by special assessment against the described property.

TAKE FURTHER NOTICE, that the City Council has caused plans and specifications and an estimate of the cost of the above described project, together with certain recommendations, to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE, that the City Council will meet at City Hall, 1155 – 28th Street SW, Wyoming, Michigan, at **7:01** o'clock P.M., EDST, or as soon thereafter as the business of the City Council will permit, on **April 5, 2010**, for the purpose of hearing all persons affected by the proposed project. (A list of affected parcels is available through the City Manager's Office.)

TAKE FURTHER NOTICE, that property owners may appeal the assessment to the Michigan Tax Tribunal within 30 days after confirmation of the assessment roll. Appearance and protest at the local hearing is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal. An owner or party of interest, or his agent, may appear in person at the hearing, or may file his appearance or protest by letter and his personal appearance shall not be required.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

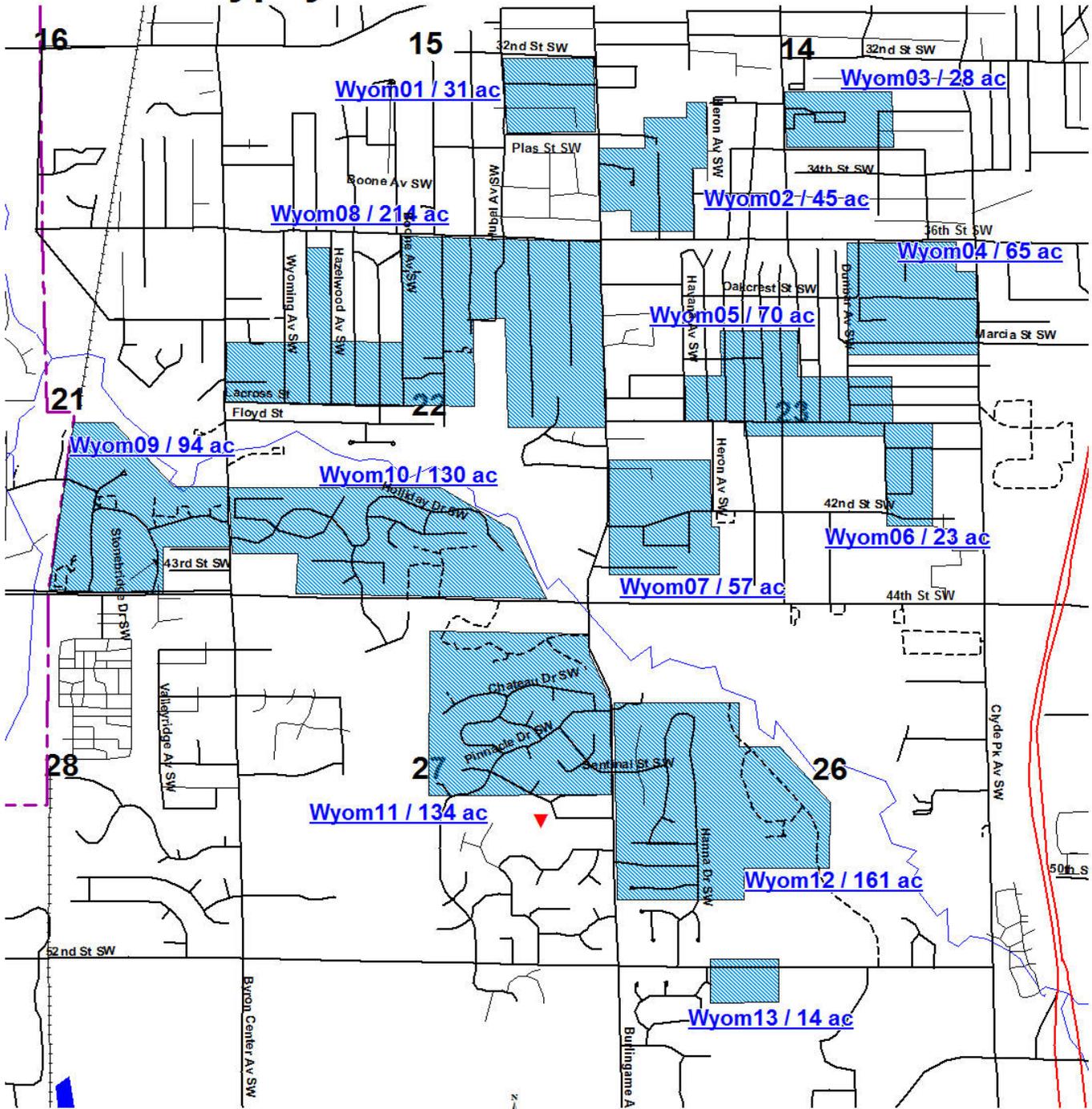
I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 15th day of March, 2010.

Heidi A. Isakson
Wyoming City Clerk

Attachment: Aerial Spray Map

Resolution No. _____

City of Wyoming Gypsy Moth Treatment Areas 2010



Shaded areas are scheduled for B.t. aerial spray in May 2010

1 inch = 0.36 miles

2010 Aquatic Consulting Services LLC

03/15/10
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION
CERTIFICATE IN THE CITY OF WYOMING FOR METAL COMPONENTS, LLC

WHEREAS, the City established Industrial Development District Number 105, under Act 198, Public Acts of 1974, as amended by adopting Resolution Number 11446 on May 6, 1985, and

WHEREAS, after the district was established Metal Components, LLC filed an application for an Industrial Facilities Exemption Certificate under Act 198 for new machinery and equipment having an estimated cost of \$1,097,250.00 for personal property to be located at 3281 Roger B. Chaffee SE, Wyoming, and

WHEREAS, Act 198 requires the City to hold a public hearing on the approval of this application; now therefore,

BE IT RESOLVED, that the Wyoming City Council takes the following action:

1. A public hearing on whether to approve the application by Metal Components, LLC for an Industrial Facilities Exemption Certificate shall be held at 7:02 p.m. on April 5, 2010, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.

2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 15th day of March, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: Wyoming City Council
Curtis L. Holt, City Manager

From: Barbara VanDuren, Deputy City Manager

Date: March 8, 2010

Subject: Metal Components, LLC

The City has received a letter from Metal Components, LLC requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application for the project, which is summarized below:

Address of project: 3281 Roger B. Chaffee Blvd
Wyoming, MI 49548

Personal Property: \$1,097,250.00
Real Property: \$ 0.00

Estimated Jobs: 1 new jobs
82 jobs retained

Starting date of the project: February 2010

Metal Components, LLC has been operating in the City of Wyoming for 29 years. Metal Components, LLC is requesting a tax abatement to purchase an Adige tube laser, which will allow the company to expand their product line into tube cutting. The planned investment will make the firm more competitive in the tube cutting market. Another note of interest regarding Metal Components LLC is that the company made the lock box located at the Police Department designed for the WyMed program.

Staff is recommending a twelve year IFT be granted to Metal Components, LLC based on the City of Wyoming's Economic Development Policy. The calculation of the years of the IFT is summarized as follows:

Scoring Factors	Points
Firm Commitment	2.807
Quantity of Jobs	0.500
Retention of Jobs	20.500
Quality of Jobs	10.973
Citizenship	8.580
Diversification	0.000
Business Life	7.250
Redevelopment	0.000
Total points	<u>50.610</u>

It is estimated the City's percentage of the IFT would become 14.60%. The estimated first year's tax savings for Metal Components, LLC, which is located in the Godwin Public School District is \$30,754.

03/15/10
FACILITIES/IJ

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A SERVICE AGREEMENT FOR THE LIBRARY COFFEE SHOP WITH BOOKWORM CAFÉ

WHEREAS, on April 7, 2009, Jamie Conley of the Bookworm Café, entered into an one year agreement to assume operation of the Library coffee shop, and

WHEREAS, on April 6, 2009, the City Council adopted Resolution number 23236, authorizing the Mayor and City Clerk to execute a service agreement with Bookworm Café for the operation of the Library coffee shop, and

WHEREAS, the owner, Jamie Conley, has requested, as detailed in the attached memorandum, an extension of the service agreement for an additional year in the amount of \$150.00 per month as listed in the contract, and

WHEREAS, it is the recommendation of the City's Facilities Coordinator that the City Council extend the service agreement with Bookworm Café for an additional one year period in the amount of \$150.00 per month, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the Mayor and City Clerk to execute a service agreement for operation of the Library coffee shop with Jamie Conley, d/b/a, Bookworm Café through April 9, 2011.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session on the 15th day of March, 2010.

Heidi A. Isakson,
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: Curtis Holt, City Manager
From: Jeff Anderson, Facilities Coordinator
Re: Library Coffee Shop – Contract Renewal
Date: February 24, 2010

On April 7, 2009, Mrs. Jamie Conley of the Bookworm Café, entered into a one year agreement to assume operation of the Library coffee shop per resolution #23236.

Jamie Conley would like to renew the existing contract for another year at the monthly rate of \$150.00. The Bookworm Café continues to offer daily specials and caters any meeting requests in the Library Community Room.

It is my recommendation that the City Council renew the current agreement with Mrs. Jamie Conley d/b/a the Bookworm Café LLC, with said agreement to take effect on April 8, 2010.

City of Wyoming
Service Agreement

This Agreement is made this _____ day of _____ 2010, by and between the City of Wyoming, a municipal corporation of 1155 28th Street SW, Wyoming, Michigan, 49509 (hereinafter referred to as the City) and Mrs. Jamie Conley d/b/a Bookworm Café of 857 Plymouth Ave. NE, Grand Rapids, Michigan 49505 (hereinafter referred to as the Contractor).

In consideration of the mutual promises and covenants contained in this document, the City and Contractor agree as follows:

I. TERM

The term of this Agreement shall be for (one) 1 year commencing on April 8, 2010 unless terminated earlier as otherwise provided in this document. The parties may, extend this agreement on the same terms and conditions on a year to year basis thereafter.

II. SCOPE

- A. Contractor agrees to operate a coffee shop (café) operation at the designated location (hereinafter referred to as the Service Area) within the Wyoming Public Library, located at 3350 Michael Avenue SW, Wyoming, Michigan. The café must be operated in a first-class manner providing moderately priced fresh food items. Cooking and baking must be performed off-site. Re-warming on site will be permitted. Coffee and other coffee specialty beverages, tea, juices and soft drinks must be available. It will be the Contractor's responsibility to obtain all the appropriate licenses for serving food and drink.
- B. The Contractor shall have the right of first refusal for providing coffee and food service for social and business functions (excluding City and Library meetings) in the Library Community Room. In order to exercise that right, contractor must be able to provide the services requested for that function at a price comparable to that proposed by any other vendor.
- C. The café shall be opened only during library hours or for special events outside regular Library hours upon approval of the City.
- D. Except as herein provided, the Contractor shall have exclusive rights to provide coffee shop (café) services for the Library.
- E. Neither party shall use, in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representation of the City, Library and Café without prior written approval from the other party. The Contractor shall be able to note on his advertising that the Café is located in the Wyoming Public Library. Contractor shall not install any signs, decorations or other displays on the Library's premises without the prior written approval of the City. However, nothing in this case shall preclude Contractor from listing the City/Library on its routine client list for matters or reference.

III. SPACE AND FACILITIES

- A. The City will define and identify the space that is available and suitable for carrying out the terms of this contract. The City will permit the Contractor to use said space for its café operation and auxiliary equipment and supplies. Modifications of space needs shall be subject to mutual agreement.

- B. The City shall provide the following for the café space in the Library:
 - 1. Lighting, ceiling and flooring
 - 2. Plumbing to sinks and ice machine
 - 3. Roughed in plumbing to espresso and coffee machines
 - 4. Display case
 - 5. Three compartment sink and hand sink
 - 6. Seating and tables
 - 7. Front counter
 - 8. Ice Machine
 - 9. Gas, electric and water and sewer (the Contractor agrees to exercise care to keep these services at a minimum, and shall comply with established energy conservation practices, regulations and policies and endeavor to conserve the use of energies and control costs).
 - 10. After hours scheduled preventative maintenance/cleaning of the floors in the eating area.

- C. The Contractor shall provide the following for the café space in the Library:
 - 1. Finish plumbing to espresso and coffee machines
 - 2. Refrigerators
 - 3. Freezer
 - 4. Pop Machine and/or Pop Cooler
 - 5. Espresso and coffee machines and grinders
 - 6. Soup warmer
 - 7. Microwaves
 - 8. Toaster ovens
 - 9. All worktables
 - 10. Telephone and lines
 - 11. Janitorial services for the eating and kitchen areas

- D. The Contractor shall not, without prior written consent of the City, rearrange the space provided herein.

- E. The agents, employees, and representatives of Contractor shall have access to said facilities during the Library's business hours. Contractor and its employees or agents shall have the right to use only those facilities of the Library, that are necessary to perform service under this Agreement and shall have no right of access to any other facilities of the Library. The City shall provide the Contractor with keys to allow him access to the café area shortly before and after the Library opens to allow him to operate the café during the same hours as the Library. The Contractor is responsible for control of keys obtained from the City and the security of those areas used by her representatives. The Contractor shall be

responsible for immediately reporting all the facts relating to losses incurred, equipment damage or break-ins to their equipment and their location within the City. The City shall designate the authority who shall receive these reports.

- F. The City shall not guarantee an uninterrupted supply of water, steam, electricity or heat except that it shall be diligent in restoring service following interruption. The City shall not be liable for any loss that may result from the interruptions or failure of any such utility services.
- G. The City shall have the right to inspect all facilities, storage and auxiliary service rooms operated by the Contractor with respect to the quality and quantity of service, the method of service and operating hours. Safety, sanitation and the maintenance of said premises shall be maintained at a level satisfactory to the City or any other appropriate regulatory agency. The City shall have the right to make reasonable regulations with regard to all such matters and the Contractor agrees to comply with such regulations.
- H. Equipment not removed from the Library upon termination of this contract and/or after ten days written notice to the Contractor may be removed and placed in storage by the City. All costs of removal, storage and product and revenue loss shall be the Contractor's. Any equipment not removed within 30 days after written notice shall become the property of the City.

IV. EQUIPMENT – GENERAL

- A. Initial and subsequent equipment installation shall be identified by equipment serial number, manufacturer and location for the permanent files of the City. All changes in the initial listing shall be arrived at by mutual agreement.
- B. Where necessary, utilities shall be brought to the equipment by the City. The City shall be responsible for paying the cost of connections from the equipment to the provided utility source, including all other costs of installation of said equipment.
- C. Contractor shall be solely responsible for maintaining the sanitation and cleanliness of the equipment operating in the service area. The Contractor shall perform all maintenance, repair and cleaning necessary to maintain the equipment in a sanitary state and in good working condition. The City shall be responsible for the repairs and maintenance to the furniture, fixtures and equipment in the Library that are owned by the City, unless caused by the negligence of contractor or its employees, reasonable wear expected.

V. CLEANING AND SANITATION

- A. The Contractor shall provide waste containers and bag liners in the service area to maintain sanitary standards for trash disposal. All waste containers shall be kept in a clean and satisfactory condition at all times and emptied as often as necessary.
- B. The Contractor shall remove all cartons, crates, etc. from the service area and storage areas to dumpsters provided by the City.

VI. PRICES, MINIMUM PORTIONS AND PRODUCT SPECIFICATIONS

- A. Contractor agrees that the commodities and products sold shall be fresh and of the best quality. The prices at which Contractor shall offer such items for sale shall be fair and competitive with the prices at which similar items are sold in the vicinity of the Library.
- B. At the start of the contract, the Contractor shall provide a detailed listing of portions and prices for all menu items. The café shall be operated during the entire year. Reduced selections, if necessary, will be arrived at by mutual agreement.

VII. FINANCIAL

- A. The Contractor shall pay the City, in advance, on a monthly basis, commencing on April 8, 2010, a monthly rental fee of \$150.00.
- B. The City reserves the right to negotiate with the Contractor an increased monthly rental if this contract is extended.

VIII. MANAGEMENT AND PERSONNEL

- A. The Contractor shall maintain an adequate staff at all times for the efficient operation of the café. All Contractor's employees furnishing service to the City shall be deemed employees solely of the Contractor and shall not be deemed for any purpose whatsoever employees or agents of the City or the Kent District Library.
- B. Contractor agrees that, at all times, the employees of Contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, worker-like and dignified manner.
- C. Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the City's premises shall obey all rules and regulations that are established by the City, shall comply with the reasonable directions of the City's officers.
- D. Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the City's premises shall obey the traffic and parking rules and regulations that are established by the City.
- E. Contractor shall be responsible for the acts of its employees and agents while on the City's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to the persons or property located on the City's premises. Contractor shall be responsible for all damage to persons or property caused by the Contractor or any of its agents or employees. Contractor shall promptly repair, to the specifications of the City, any damage that it, its employees or agents may cause to the City's premises or equipment. If the Contractor fails to do so, the City may repair such damage and the Contractor shall reimburse the City promptly for the cost of repair.

- F. Contractor shall advise the City of the telephone numbers and addresses of management personnel and shall arrange for at least one such person to be available at all times by telephone.
- G. The contractor shall comply with all laws and regulations governing employees and shall submit satisfactory evidence of the compliance with all health regulations of the City and County. It is understood that the premises shall be subject to inspections by the City, the Kent County Health Department and the Michigan Department of Public Health.
- H. Neither party shall discriminate because of race, color, religion, sex, age, ancestry, national origin, disability, sexual orientation or status as a veteran, as defined by applicable governmental law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities. This fundamental rule of conduct will be clearly communicated to all employees, prospective employees and the community at large

IX. INSURANCE

- A. The operator will be required to maintain, throughout the term of the lease, insurance in the following amounts and coverages:
 - 1. Worker's Compensation, pursuant to Michigan statutory limits, with Employer's Liability limits not less than \$1,000,000 each accident.
 - 2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and
 - 3. Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, Combined Single Limit for Bodily Injury and Property Damage, including Owned and non-owned and hired auto coverage, as applicable. The operator will be required to meet the City's additional insurance and indemnity requirements.
- B. The City shall be named as an additional insured on all the insurance policies with described herein with the exception of worker's compensation.
- C. These policies shall contain a provision requiring thirty (30) days written notice to the City before cancellation, reduction or other modifications of coverage. These policies shall be primary and non-contributing with any insurance and non-contributing with any insurance carried by the City and shall contain a severability of interests clause in respect to gross liability, protecting each name insured as though a separate policy had been issued to each.
- D. In the event that the Contractor fails to maintain and keep in force the insurance and worker's compensation as herein provided, the City shall have the right to cancel and terminate the established contract forthwith and without notice. The Contractor shall advise each insuring agency to renew automatically all policies

and coverage in force at the start of and resulting from this contract until notified coverage requirements are revised.

- E. The Contractor shall bear the full responsibility for all risk or loss from equipment damage and money or product loss resulting from vandalism or theft. The Contractor shall not penalize the City for any losses incurred, unless caused by negligence by the City, Kent District Library or their respective employees.
- F. Insurance certificates indicating the required minimum coverage shall be furnished annually to the City.

X. INDEMNIFICATION

- A. The Contractor agrees to indemnify the City, the Kent District Library and their officers, agents and employees and hold them harmless from and against liability, losses, damages, claims, liens, and expense (including reasonable attorney fees) arising out of, or connected with the service, provided, or resulting from damages or injuries incurred as a result of any activities or services provided under this agreement, excepting only such liability that as may result solely from the acts of negligence of the City or its employees, and in any case the City shall, at the request of the City undertake to defend any and all suits and to investigate any and all claims, whether justified or not, if such claim or suit be against the City.
- B. Contractor shall at all times keep the City free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, or labor performed, or materials or equipment furnished) by Contractor pursuant to the terms of this Agreement. If any such lien is filed against the City's premises, and Contractor fails to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) day after being notified of the filing of such lien, the City may, but shall not be obligated to, discharge the same and all costs and expenses (including attorney's fees) incurred by the City in discharging the lien shall be either deducted from payments due Contractor or paid by Contractor directly to the City.

XI. NONDISCRIMINATION

The Contractor agrees that it will comply with all anti-discrimination laws, administrative rules and regulations of both federal and state government relating to employment or service practices. In particular the Contractor agrees to comply with all applicable provisions of Equal Employment Opportunity Executive Order 11246 as amended by Executive Order 11375.

XII. PERFORMANCE

- A. If, because of riots, war, public emergency or calamity, fire, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the City/Library shall be interrupted or stopped, performance of this contract with the exception of monies already due and owing shall be suspended and excused

to the extent commensurate with such interfering occurrence and the expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.

- B. Contractor shall notify the City promptly of any material delay in performance of specified services and shall specify in writing to the City the proposed revised performance date as soon as practical after notice of delay. Contractor shall not be liable for delays in performance due to cause beyond its reasonable control, but it will be liable for delays due to its fault or negligence.
- C. Contractor shall be required to meet on a monthly basis with representatives from both the City and Library.
- D. Contractor's performance shall be periodically evaluated by the City. It will be the responsibility of the Contractor to respond, in writing if so requested, to inquiries, requests for change and recommendations.
- E. Contractor shall perform the services contemplated in this Agreement without interfering in any way with the activities of the City's Staff, Kent District Library Staff or visitors.

XIII. COMPLIANCE WITH LAW

- A. The Contractor shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county and city governments, bureaus and departments concerning the sanitation, safety and health of the food service operations.
- B. The Contractor will be responsible for all federal, state and local licenses and permits in connection with the service provided on the City's premises, except for property owned by the City.
- C. The Contractor will be responsible for paying, any possessory interest taxes due in connection with the lease.

XIV. TERM, RENEWAL AND TERMINATION OF CONTRACT

- A. This contract, in part or in whole, shall not be subcontracted or assigned to another Contractor without prior written permission of the City of Wyoming and the appropriate purchasing authority.
- B. In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within thirty (30) days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement by giving the other party thirty (30) days written notice.
- C. For any reason other than as provided herein, the contract may only be terminated upon mutual agreement of the parties, in writing. If the agreement is

terminated for any reason, there shall be no return of funds or partial payment of rent. All rent must be paid in full, even after termination proceedings begin.

- D. If at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointment shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of any nature that it may have at law or in equity, to terminate this Agreement by giving ten (10) days notice in writing.

XV. GENERAL CONDITIONS

- A. The terms, conditions, representations, and warranties contained in the Agreement shall survive the termination or expiration of this Agreement.
- B. It shall be the Contractor's responsibility to restore the café to its previous condition upon termination of the lease.
- C. Any notice required under this Agreement shall be in writing and may either be given personally or sent by certified mail, addressed as follows: If to Contractor, at the address set forth in the heading of this Agreement; if to the City, to the attention of the City's authorized representative at the address set forth in the heading of this Agreement. The mailing address may be changed by either party from time to time by giving notice as set forth above.
- D. This Agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with the law of the State of Michigan.
- E. A waiver by either party of any of the terms or conditions, provisions, or covenants of the Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation or agreement of either party.
- F. If any provision, of this Agreement, as applied to either party or to any circumstance, shall be judged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.
- G. This Agreement may be modified or amended only by a writing signed by an Officer of Contractor and an authorized representative of the City.
- H. This Agreement constitutes the entire agreement between the parties and supersedes all prior other agreements or understanding, written or oral, prior to the signing of this document.

CONTRACTOR:

By _____

Its _____

WITNESSES:

Jack R. Sluiter, City Attorney

CITY OF WYOMING

By _____, its Mayor

Jack A. Poll

By _____, Its Clerk

Heidi A. Isakson

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE PROPOSAL FOR AERIAL INSECTICIDE
SPRAYING SERVICES AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT FOR GYPSY MOTH SUPPRESSION SERVICES

WHEREAS, as detailed in the attached memorandum from the Assistant to the City Manager, aerial insecticide spraying services for the 2009 Gypsy Moth Suppression Program were bid jointly between the cities of Kentwood, Walker and Wyoming, and

WHEREAS, on March 16, 2009, City Council adopted Resolution number 23219, which awarded the proposal to the low bidder Mid-Michigan Helicopter, and

WHEREAS, Mid-Michigan Helicopter has offered to extend their 2009 prices for the 2010 spraying, and

WHEREAS, the cost of the Gypsy Moth Suppression Service Program will be funded through a Special Assessment, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby extend the Mid-Michigan Helicopter 2009 proposal for aerial insecticide spraying services for 2010 and authorizes the Mayor and City Clerk to execute the agreement.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a _____ session held on the _____ day of _____, 2010.

Heidi A. Isakson
City Clerk

Attachments: Memorandum
Agreement
Recommended Spraying Areas

Memorandum

To: Curtis Holt, City Manager
From: Kelli VandenBerg, Assistant to the City Manager
Date: March 3, 2010
Re: Gypsy Moth Insecticide Spraying Services for 2010

In response to the gypsy moth infestation experienced during the summer of 2008, the City of Wyoming coordinated a Gypsy Moth Suppression Program in May 2009 to address the concerns of our residents. Through our consultant, Aquatic Consulting Services, LLC (ACS), follow up assessments have been conducted and the 2009 treatment has been deemed a success because the overall gypsy moth population has been reduced and no new areas have become infested.

In 2009, the Gypsy Moth Suppression Program strictly followed the guidelines established by the Department of Agriculture for notification and participation in the program. Therefore, the program was deemed voluntary and property owners were given the opportunity to “opt out” of treatment. While it was understood this would eliminate some areas of treatment due to a requirement to provide a buffer around those properties opting out, the effect of just 100 property owners opting out eliminated 300 acres from the treatment. In total, ACS recommended 1,075 acres be treated in the City of Wyoming. At the completion of the 2009 treatment, we were informed that this opt out provision was only necessary if federal funds were utilized in completing the program. Since the 2009 Gypsy Moth Suppression Program was funded through a Special Assessment, we were not required to provide the opt out provision.

During the fall of 2009, ACS revisited neighborhoods to determine a treatment proposal for 2010. While most areas saw improvements, a few areas maintained high infestation levels; these were areas that also had a number of excluded properties. In discussing this with ACS representative, Brian Kroll, he recommended not allowing the opt out provision in future treatments and to treat the gypsy moth issue on a community scale versus individual properties.

Aerial insecticide spraying services for the 2009 Gypsy Moth Suppression Program were bid jointly between the cities of Kentwood, Walker and Wyoming. Two bidders responded and the low bidder was Mid-Michigan Helicopter, Inc., the



contract for which was approved by the City Council via Resolution No. 23219, on March 16, 2009. Mid-Michigan Helicopter, has agreed to extend their pricing of \$50.00 per acre for the 2010 Gypsy Moth Suppression Program based on recommendations by ACS.

Including the aerial spray service, as well as mailings of required notifications, total costs for this project are expected to be around \$62,000. As there are currently no funds available to provide aerial spraying for gypsy moths, it is proposed that a special assessment be created to accommodate for the expense related to this service. It is proposed that this special assessment be charged as a flat fee per parcel to those in the aerial spray service area. It is expected that the 2010 program would cost property owners no more than \$30 per parcel. For informational purposes, the City of Kentwood plans to fund their aerial spray efforts through a \$25 per parcel special assessment.

While each year of a Gypsy Moth Suppression Program generally provides an improvement over the year prior, future suppression efforts may be required. Gypsy moths are cyclical in nature. The intent of the spray program is to give heavily infested areas relief from the caterpillar nuisance and to protect other areas from infestation. Total eradication of the gypsy moth should not be expected.

I would like to have this information presented to the City Council at their March 8 work session. Should the City Council concur, I will prepare resolutions for their consideration of the aerial spray contract and the establishment of a special assessment for gypsy moth treatment at the March 15 City Council meeting.

Attachment: Mid-Michigan Helicopter, Inc. Proposal Form
Gypsy Moth Treatment Areas Map and Report

GYPSY MOTH SUPPRESSION SERVICES AGREEMENT

This agreement is made as of _____, 2010, between the City of WYOMING, a Michigan municipal corporation at 1155 28th St. Box 905 Wyoming, Michigan 49509-0905. (hereafter referred to as the City), and Mid-Michigan Helicopter inc.(hereafter referred to as Mid-Michigan).

Where the city desires to control the gypsy moth population within its boundaries and whereas Mid-Michigan is interested in and capable of participating in a Gypsy moth suppression program with the township.

NOW, Therefore, the parties agree as follows.

- A With regard to the gypsy moth suppression program, the city shall provide or arrange for the following to be performed.
- (1) Determination of spray blocks.
 - (2) Provide homeowner notification of the spraying program, and make all public notices required, and make sure there are no objectors in the spray blocks.
 - (3) Provide location of all objectors in and outside the spray blocks, and exclude or defend Mid-Michigan from any action, legal or otherwise, that should arise from The "no exclusion policy".
 - (4) Provide digitized maps of the spray blocks.
 - (5) Provide traffic and crowd control in the spray blocks at the time of spraying, and security at the load site if deemed necessary by the parties.
 - (6) Provide a central loading site.
- B With regard to the gypsy moth suppression program, Mid-Michigan shall.
- (1) Have and maintain insurance coverage during the term of this agreement in the amount of \$2,000,000.00 single limit bodily injury and property damage. The City and its employees shall be names as "Additional Insured". All liability for Mid-Michigan and it's employees will be limited to the insurance provided.
 - (2) Will apply to the F.A.A. for a (workable) congested spray plan using my equipment and personnel from May 1, 2010 to June 15, 2010*.
 - (3) Provide Bacillus Thuringiensis 'BT' at the rate of 19 B.I.U. per acre to cover approximately 1066 acres for the City.
 - (4) Coordinate the spray timing with Aquatic Consulting Services.
- C In addition to providing the services in paragraph A above, the City shall pay Mid-Michigan a fee of \$50.00 per acre for providing the services listed in paragraph B. This shall be paid within 30 days and not exceed a price of \$53,300.00.
- D In the event Mid-Michigan is prevented from spraying the "BT" as a result of legal action or court injunction or terrorist related problems or problems beyond the control of Mid-Michigan the city will pay \$14.00 per acre to cover the costs incurred.

*Contractor's work shall be completed as soon as possible following May 1, 2010, but no later than June 15, 2010.

E For the purposes of this contract, the contractor and it's employees shall be considered Independent Contractors.

F Either party upon Thirty (30) days notice may terminate this agreement.

IN WITNESS WHEREOF, the parties here have executed this Agreement by and through authorized representatives as of the date written above.

CITY OF WYOMING

MID-MICHIGAN HELICOPTERS, INC

BY _____
Date; _____

BY _____
date; _____

BY _____
Date; _____

Approved as to form:
Arthur P. Winther 3-8-10
Arthur P. Winther
Assistant Wyoming City Attorney.

City of Wyoming
Recommended Gypsy Moth Spray Areas 2010

By
Aquatic Consulting Services LLC
January 2010

Block #	Acres	Conditions
Wyom01	31	A small but growing population. Spray to stop nuisance and curtail the expanding numbers and its spread.
Wyom02	45	A persisting population in good habitat, partially treated last year but still above nuisance threshold. Spray to stop nuisance and reduce spread.
Wyom03	28	Most of block sprayed last year and a much reduced population but still somewhat above nuisance threshold. Spray to curtail nuisance.
Wyom04	65	Block only partially treated last year and still containing high levels of gypsy moth. Spray to stop tree damage and alleviate nuisance.
Wyom05	70	A partially treated block last year with a reduced population this year in excellent habitat. Spray to stop the nuisance and reduce the population further.
Wyom06	23	A persisting population in a partially treated block last year still well above nuisance threshold. Spray to curtail nuisance and tree damage.
Wyom07	57	A reduced population from last year but still somewhat above nuisance level. Spray to stop nuisance and curtail spread in this excellent habitat.
Wyom08	214	A persisting population in a partially treated block last season but still containing gypsy moths above the tree damage threshold. Spray to stop tree damage and limit nuisance across a wide area of variable habitat.
Wyom09	94	Treated last year and a much reduced population but still contains pockets of gypsy moth above nuisance threshold. Spray to prevent nuisance.
Wyom10	130	A reduced population in a block mostly treated last year but still containing areas of gypsy moth above nuisance threshold. Spray to limit nuisance.
Wyom11	134	The block was mostly treated last year but the gypsy moth population persists at a similar level. Spray to prevent nuisance and tree damage.
Wyom12	161	A much reduced population in the area treated last year but still somewhat above nuisance level. Also an increase in the Palmer Park picnic area that needs spray to reduce nuisance.
Wyom13	14	A small area of persistent gypsy moth in good habitat. Spray to help reduce the population below nuisance level.

Total 1,066

RESOLUTION NO. _____

RESOLUTION TO AWARD A CONTRUCTION CONTRACT TO DAVIS
CONSTRUCTION, INC. FOR THE PRIMARY CLARIFIER ODOR
CONTROL IMPROVEMENTS PROJECT AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS, the City of Wyoming owns, operates, and maintains the Clean Water Plant located at 2350 Ivanrest Avenue, SW, that treats the wastewater generated from the City of Wyoming and the wholesale customer communities of Grandville, Kentwood, and the Townships of Byron and Gaines, and

WHEREAS, on February 16, 2010, bids were opened for the construction of the Primary Clarifier Odor Control Improvements Project at the Clean Water Plant, which will substantially reduce the odors generated at the plant, and

WHEREAS, as detailed in the attached memorandum from the City's Clean Water Plant Superintendent, the low bid submitted by Davis Construction, Inc. was found to be acceptable, and

WHEREAS, the bid submitted is also accompanied by Change Order #1, which reduces the contract amount by \$79,335.52, and

WHEREAS, the attached budget amendment is required for the project, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby award the bid for a construction contract for the primary clarifier odor control improvements in the amount of \$2,834,644, which includes change order number one, and

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby approve the attached budget amendment and authorizes the Mayor and City Clerk to execute the construction contract and change order number one.

Councilmember _____ moved, seconded by Councilmember _____ that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a _____ session held on the _____ day of _____, 2010.

Attachments: Memorandum
Change Order Number One
Bid Summary

Heidi A. Isakson,
Wyoming City Clerk

MEMORANDUM

TO: Curtis Holt, City Manager

FROM: Craig Smith, Clean Water Plant Superintendent

DATE: March 3, 2010

SUBJECT: Primary Clarifier Odor Control Project

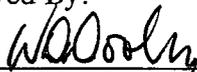
On February 16, 2010 we received bids for the Primary Clarifier Odor Control Project. Attached is the bid tabulation which shows Davis Construction Company as the low bidder at \$2,834,644. A meeting was held with Davis, Black & Veatch and myself on February 22 to discuss the bid in detail. As a result of this meeting the Engineers and I believe Davis has accounted for what we have specified in the project and is able to perform the work.

A secondary topic of discussion we had with Davis was on ways to reduce the bid amount. As you know we had budgeted \$2.5 million for this project and I was concerned about making sure this project was affordable. Prior to the February 22 meeting Black & Veatch and I had discussed the lining of our Flocculation Channels as a possible area where savings could be attained. The Flocculation Channels are a concrete structure built with the original plant in 1964 and served as the grit removal system at that time. Subsequent projects have replaced this system with new technology, but the structure itself has to remain as the conduit that brings the wastewater flow to the Primary Clarifiers. Because of the age of the concrete and the fact that we are covering these channels as well as the Clarifiers, we need to protect it from corrosion that can occur in a confined space. Black & Veatch did some additional investigation of the specified corrosion protection and found that a thinner coating could be applied and still maintain the integrity we need. Davis was asked to get a new quote from their supplier, requesting a coating of 150 millimeters thickness instead of the 250 millimeters in the specification. The new quote shows a savings of \$79,335.53. Included with this memo is Change Order #1, which outlines the changes in the corrosion protection for the flocculation channels, making the new contract amount \$2,755,308.48.

This project will be financed from cash reserves in the Sewer Fund. The current budget includes \$2,603,000 on in the Capital Outlay account 590-590-54400-986.455 for this project. At the time of Council approval of this bid we will also include a budget amendment to move \$300,000 from our Stage 2 Project Capital account 590-590-54400-986.444 to this project account. The stage 2 project is complete and there are sufficient funds from the unspent contingency to help meet the need for the primary cover project. The total amount of \$2,903,000 will include engineering and a contingency of \$44,691.52.

I believe it is very important for this project to proceed as scheduled. We have done so much to date to reduce the odors from our process areas and need only to do this last portion to keep the odors in check well into the future. Should you or any member of the City Council have any questions concerning this project I will make myself available to answer them at the Council Work Session on March 8.

Reviewed By:



Bill Dooley, Director of Public Works

Davis

Section 00400

BID FORM

PROJECT IDENTIFICATION:

City of Wyoming, Michigan
Clean Water Plant
Primary Clarifier Odor Control Improvements

THIS BID IS SUBMITTED TO:

CITY CLERK
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

1.01. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents to Engineer within 15 days after the date of Owner's Notice of Award.

3.01. In submitting this Bid, Bidder represents that:

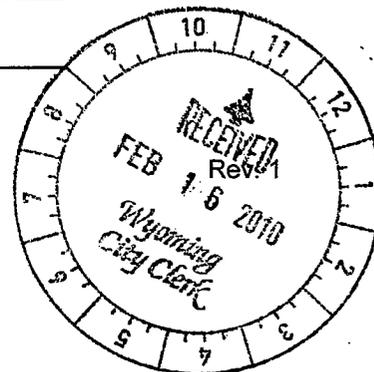
A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

No. one Dated 2/10/2010

No. two Dated 2/15/2010

City of Wyoming, Michigan
Clean Water Plant
Primary Clarifier Odor Control Improvements
02/10/10

00400
-1-



No. _____ Dated _____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid or performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work indicated in the Bidding Documents.

- I. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- J. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- K. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01. Bidder further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4.02. Bidder has attended the pre-bid conference.

5.01. Bidder will complete the Work for the following prices:

Lump Sum Bids:

Base Bid	\$ <u>2,808,144.⁰⁰</u>
SCADA/Control System Equipment and Software Allowance	\$ <u>6,500</u>
Owner's Discretionary Allowance	\$ <u>20,000</u>
Total Bid:	\$ <u>2,834,644.⁰⁰</u>

6.01. Bidder agrees that the Work will be substantially completed by November 1, 2010, and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before December 1, 2010. The foregoing Contract Times are based on issuing a Notice of Award before March 20, 2010. If a Notice of Award is not issued by this date, the Contract Times will be adjusted based on the number of days until a Notice of Award is issued.

6.02. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above.

7.01. Communications concerning this Bid shall be sent to Bidder at the following address:

Davis Construction, Inc.
456 Plymouth NE Suite B
Grand Rapids, MI 49505
ATTN: Rob Kaliniak

8.01. The terms used in this Bid have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

WYOMING, MICHIGAN
CLEAN WATER PLANT

PRIMARY CLARIFIER ODOR CONTROL IMPROVEMENTS

CHANGE ORDER NO. 1

A. SCOPE. Change Order No. 1 consists of page CO1-1, and covers the following changes to the scope of work for the project.

B. SPECIFICATIONS

1. Section 02632 – Epoxy Coating for Structures. Coating dry film thickness shall be modified to provide 150 mils thickness instead of the 250 mils specified.

By reason of this Change Order No. 1, the Contract Price shall be decreased by \$79,335.52 to \$2,755,308.48.

SUMMARY

Original Contract Amount	\$2,834,644.00
Change Order No. 1	\$79,335.52
Revised Contract Amount	\$2,755,308.48

All other provisions of the contract remain unchanged.

Recommended by:

BLACK & VEATCH
(Engineer)

David S. Koch, P.E.
Project Manager

CITY OF WYOMING, MICHIGAN
(Owner)

Craig Smith
CWP Superintendent

Approved as to form:

Jack R. Sluiter
Counsel, City of Wyoming

Accepted by:

DAVIS CONSTRUCTION COMPANY
(Contractor)

Name:
Title:

Accepted by:

CITY OF WYOMING, MICHIGAN
(Owner)

Jack Poll, Mayor

Heidi A. Isakson, City Clerk

Date _____

3/15/10
Public Works/WDD:kh

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE
PURCHASE OF REFLECTIVE SHEETING

WHEREAS, Section 2.257 of the City Code provides for the City to participate in joint purchases with other units of government, and

WHEREAS, the State of Michigan received formal bids for reflective sheeting and subsequently awarded the bid to the 3M Company, and

WHEREAS, the awarded bid prices are economical in comparison to prices paid for these items by the City of Wyoming in the past, and

WHEREAS, the State of Michigan has extended their bid for reflective sheeting with 3M Company until July 1, 2011, and

WHEREAS, the City's Traffic Engineering Division will require approximately \$50,000.00 worth of reflective sheeting during the coming year for the construction of traffic signs. Sufficient funds are available in Traffic Operating Supplies Accounts 202-441-47400-775.000 and 203-441-47400-775.000, and

WHEREAS, the State of Michigan has agreed to allow the City of Wyoming to utilize its bids for the purchase of the required reflective sheeting, now therefore

BE IT RESOLVED that the Wyoming City Council does hereby authorize the purchase of reflective sheeting from 3M Company in the amounts of the unit bid prices as received and awarded by the State of Michigan, and

BE IT FURTHER RESOLVED, that the Wyoming 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.

Councilmember _____ moved, seconded by Councilmember _____, that the foregoing Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a _____ session held on the _____ day of _____, 2010.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B8200201

between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR 3M Company 3M Center Building 225-5 S-08 St. Paul, MN 55133-3225		TELEPHONE: Richard J. LaClair (800) 553-1380 #3
		CONTRACTOR NUMBER/MAIL CODE (2) 41-0417775 (012)
Email: rjlaclair@mmm.com		BUYER/CA (517) 373-0305 Jeffrey A. White
Contract Compliance Inspector: Jeffrey White (517) 373-0305 Reflective Sheeting and Traffic Marking Tape, for MDOT, MSI, and DNR		
CONTRACT PERIOD: From: July 2, 2008		To: July 1, 2011
TERMS Net 30 Days	SHIPMENT 20-60 Days A.R.O.	
F.O.B. Delivered	SHIPPED FROM Various	
MINIMUM DELIVERY REQUIREMENTS 1-Unit		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07117200204, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.		
Estimated Contract Value: \$3,464,634.24		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07117200204. Orders for delivery will be issued directly by the Department through the issuance of a Purchase Order Form.

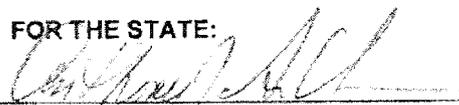
All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:

3M Company
 Firm Name

 Authorized Agent Signature
 Richard J. LaClair
 Contract Administrator
 Authorized Agent (Print or Type)
 6-13-08
 Date

FOR THE STATE:


 Signature
Anthony Des Chenes, Director
 Name/Title
Commodities Division, Purchasing Operations
 Division
 6/23/08
 Date

REFLECTIVE SHEETING, DIAMOND GRADE
SPECIFICATIONS AND ITEM LISTING

CATEGORY E: - Transparent Acrylic ; Durable; Electrocut Film (EC Film); Pressure Sensitive;

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 36-inch wide rolls, in any 1-inch increment.
- Rolls must be available in lengths of 50 yards.

Ref. BRAND: 3M "Scotchlite", Series 1170

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-49-94	Clear. <i>Product # 1170</i>	\$1.41
2.	Sq.Ft.	801-49-94-1000	Yellow. <i>Product # 1171</i>	\$1.41
3.	Sq.Ft.	801-49-94-1005	Red. <i>Product # 1172</i>	\$1.41
4.	Sq.Ft.	801-49-94-1015	Blue. <i>Product # 1173</i>	\$1.41
5.	Sq.Ft.	801-49-94-1020	Green. <i>Product # 1177</i>	\$1.41
6.	Sq.Ft.	801-49-94-1025	Black. <i>Product # 1178</i>	\$1.41
7.	Sq.Ft.	801-49-94-1035	Brown. <i>Product # 1179</i>	\$1.41

CATEGORY F: - Reflective Sheeting; Durable; Diamond Grade; Pressure Sensitive.

- Orange and White barricade sheeting.
- All prices are per roll

Ref. BRAND: 3M "Scotchlite", Series DG6

Item No.	Unit	Commodity	Description	Unit Price
1.	ROLL	801-49	<i>Product # DG6</i>	\$1.20

REFLECTIVE SHEETING, TYPE IV HIGH INTENSITY PRISMATIC
SPECIFICATIONS AND ITEM LISTING

CATEGORY A: - Barricade Sheeting; Type IV, High Intensity Prismatic; Pressure Sensitive;
Orange with Silver.

- All prices are per roll.

Ref. BRAND: 3M "Scotchlite", Series 334/336

Item No.	Unit	Commodity	Description	Unit Price
1.	ROLL	801	10" x 50 yards; Right. <i>Product # 334/336R</i>	\$153.75
2.	ROLL	801	10" x 50 yards; Left. <i>Product # 334/336L</i>	\$153.75

CATEGORY B: - Reflective Sheeting; Type IV; High Intensity Prismatic; Pressure Sensitive.

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 3/4 inch wide rolls, and 1 inch to 48 inch wide rolls, in any 1-inch increment.
- Rolls must be available in lengths of 50 yards and 100 yards.

Ref. BRAND: 3M Series 3930

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801	White. <i>Product # 3930</i>	\$1.45
2.	Sq.Ft.	801	Yellow. <i>Product # 3931</i>	\$1.45
3.	Sq.Ft.	801	Red. <i>Product # 3932</i>	\$1.45
4.	Sq.Ft.	801	Blue. <i>Product # 3935</i>	\$1.45
5.	Sq.Ft.	801	Green. <i>Product # 3937</i>	\$1.45
6.	Sq.Ft.	801	Brown. <i>Product # 3939</i>	\$1.45

**REFLECTIVE SHEETING, TYPE II, ENGINEER GRADE
SPECIFICATIONS AND ITEM LISTING**

CATEGORY A: - Reflective Sheeting; Type II; Engineer Grade; Pressure Sensitive.

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 3/4 inch wide rolls, and 1 inch to 48 inch wide rolls, in any 1 inch increment.
- Must be available in lengths of 50 yards and 100 yards.

BRAND: 3M "Scotchlite", Series 3290/3290T

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-49-82-1000	Silver. <i>Product #: 3290/3290T</i>	\$0.74
2.	Sq.Ft.	801-49-82-1005	Yellow. <i>Product #: 3271/3271T</i>	\$0.74
3.	Sq.Ft.	801-49-82-1010	Red. <i>Product #: 3272/3272T</i>	\$0.74
4.	Sq.Ft.	801-49-82-1015	Blue. <i>Product #: 3273/3273T</i>	\$0.74
5.	Sq.Ft.	801-49-82-1020	Green. <i>Product #: 3274/3274T</i>	\$0.74
6.	Sq.Ft.	801-49-82-1025	Brown. <i>Product #: 3275/3275T</i>	\$0.74

CATEGORY B: - Non-Reflective Sheeting; Pressure Sensitive.

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 3/4 inch wide rolls, and 1 inch to 48 inch wide rolls, in any 1 inch increment.
- Must be available in lengths of 50 yards and 100 yards.

BRAND: 3M "Scotchcal"

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-48-75-1000	Black. <i>Product #: 3650-12</i>	\$0.6322
2.	Sq.Ft.	801-48-75-1005	White. <i>Product #: 3650-10</i>	\$0.6322
3.	Sq.Ft.	801-48-75-1010	Red. <i>Product #: 7725-13725-53</i>	\$0.7342
4.	Sq.Ft.	801-48-75-1015	Red. <i>Product #: 3650-111</i>	\$0.6322

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PAYMENT OF
POLICE PATROL CAR FITTINGS

WHEREAS, as detailed in the attached memorandum from the City's Motor Pool Supervisor, various fittings were purchased to be installed in twelve patrol vehicles, and

WHEREAS, these fittings are required to turn a standard vehicle into a operational patrol car, and

WHEREAS, the payment of these fittings totals \$19,183.42 and funds are available in account number 661-441-58200-775000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize payment to Alert Emergency Equipment Group, Inc. for the fittings in the total amount of \$19,183.42, and

BE IT FURTHER RESOLVED, that the Wyoming 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.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a _____ session held on the _____ day of _____, 2010.

Attachments: Memorandum

Heidi A. Isakson
Wyoming City Clerk

MEMORANDUM

Date: March 3, 2010
To: Curtis Holt, City Manager
From: Ted Seil, Motor Pool Supervisor
RE: Concurrence with Payment

I ordered a number of items for the up fitting of 12 new police patrol cars. I interpreted the policy as if any one item exceeded \$7,500.00 I needed to bid out the item. When I sourced out these eight items through various suppliers none of them exceeded the \$7,500.00 needed for bidding. I found one distributor that was able to obtain all of the individual items at the same price or less when ordering in quantity and ordered them from that supplier.

After reviewing the process, I now realize that even though each item was less then required amount for bidding the sum total from one supplier exceeded the requirement. I'm requesting that the council concur with payment.

Cc: Tim Smith, Finance Director
Bill Dooley, Public Works Director
Kim Oostindie, Human Resources Supervisor

RESOLUTION NO. _____
RESOLUTION FOR AWARD OF BIDS

WHEREAS, formal bids have been obtained on the below listed items, and

WHEREAS, the bids received have been reviewed and evaluated as per the attached memorandums, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby award the bids for the purchase of the listed items as recommended in the attached memorandum and summarized below:

<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1. Shredded Bark	Big Chipper, Inc. Brink Wood Products, Inc. & Superior Groundcover, Inc.	Bid prices as shown on the attached tabulation sheet
2. Curbside Trash Pick Up	Waste Management	Bid prices as shown on the attached tabulation sheet
3. Fertilizer	Michigan Turf & Ornamental John Deere Landscapes	Bid prices as shown on the attached memorandum
4. Hydromulch & Grass Seed	Price & Company, Inc. & CSI Geoturf, Inc.	Bid prices as shown on the attached memorandum

Councilmember _____ moved, seconded by
Councilmember _____, that the above resolution be adopted.

Motioned carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a _____ session held on the _____ day of _____, 2010.

Attachments: Memorandums
Tabulation Sheets

Heidi Ann Isakson
Wyoming City Clerk

MEMORANDUM

To: The City Council and City Manager

From: Kimberly Oostindie, Human Resources Supervisor

Re: Bid for Shredded Bark

Date: March 8, 2010

On March 2, 2010, six (6) responses were received in answer to our invitation to bid on shredded bark. Fifty-two (52) invitations to bid on the shredded bark were sent to prospective bidders and the bids received are on the attached tabulation sheet.

The shredded bark will be used as mulch around trees and shrubs located in the City's parks and street medians and on the grounds of various City owned buildings. The ADA compliant bark will be used in the City's parks under and around the playground areas. Funds for the purchase of the shredded bark are budgeted in various departmental accounts with the appropriate account being charged at the time of requisition.

A review of the bids received revealed Big Chipper, Inc. and Brink Wood Products, Inc. to be the low bidder for the hardwood bark and red enhanced colored bark based on bid price, estimated quantities to be purchased and minimum delivery requirements. The Parks and Recreation Department recommends award of bid for the ADA compliant bark to Superior Ground Cover, Inc. based on them being the lowest bidder that will blow the bark into the specified locations to provide a more even surface.

Based on the information presented it is recommended City Council award the bid for the shredded bark to Big Chipper, Inc., Brink Wood Products, Inc. and Superior Groundcover, Inc.

**CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS**

On Shredded Bark

Opened By City Clerk On March 2, 2010 At 11:00 a.m.

All bid prices reduce to net. All bid prices shown are firm for orders placed within one year from date of award of bid unless otherwise noted.

	Bid Price (cu. yd.)	Bid Price (cu. yd.) to blow bark into location	Minimum Truckload Per Delivery (No Delivery Charges)	Delivery Charge for Deliveries Under the Minimum Truckload	Bid Price (cu. yd.)	Bid Price (cu. yd.) to blow bark into location	Minimum Truckload Per Delivery (No Delivery Charges)	Delivery Charge for Deliveries Under the Minimum Truckload	Bid Price (cu. yd.)	Bid Price (cu. yd.) to blow bark into location	Minimum Truckload Per Delivery (No Delivery Charges)	Delivery Charge for Deliveries Under the Minimum Truckload
	Big Chipper Inc.				Brink Wood Products, Inc.				Three Oaks Ground Cover			
Hardwood (Brown) Shredded Bark	\$ 11.00		135 Yds.	\$ 30.00	\$ 14.95	\$35.95	50 Yds.	\$ 45.00	\$ 15.50	\$36.00	50 Yds.	\$ 40.00
Red Enhanced Colored Bark	\$ 18.00		135 Yds.	\$ 30.00	\$ 16.95	\$39.50	50 Yds.	\$ 45.00	\$ 18.00	\$38.00	50 Yds.	\$ 40.00
ADA Compliant Shredded Bark (for playground Areas)					\$ 13.00	\$22.25	50 Yds.	\$ 45.00	\$ 14.78	\$22.30	50 Yds.	\$ 40.00
	Cannonsburg Wood Products				Endless Summer Lawn Care							
Hardwood (Brown) Shredded Bark	\$ 14.75	\$35.00	145 Yds.	\$ 45.00	\$ 20.85	\$37.85		\$ 52.00				
Red Enhanced Colored Bark	\$ 17.00	\$37.00	145 Yds.	\$ 45.00	\$ 24.40	\$41.40		\$ 52.00				
ADA Compliant Shredded Bark (for playground Areas)	\$ 14.00	\$34.00	145 Yds.	\$ 45.00	\$ 18.60	\$35.60		\$ 52.00				
	Superior Groundcover Inc. (March Pricing)				Superior Ground Cover Inc. (April-November Pricing)							
Hardwood (Brown) Shredded Bark		\$33.00				\$36.00						
Red Enhanced Colored Bark		\$35.00				\$39.00						
ADA Compliant Shredded Bark (for playground Areas)		\$20.00				\$22.00						

MEMORANDUM

TO: Curtis Holt, City Manager

FROM: Rebecca L. Rynbrandt, Community Services Director

DATE: March 3, 2010

SUBJECT: Award of Bid – Curbside Trash Pickup Service FY 2009-2010

Three areas have been selected for this year's project, which will benefit about 1,300 households (See attached maps). The program will run for three consecutive Saturdays in April. Households will be able to place unwanted items on the curb for pick up by the contractor. Garbage, leaves and tires will not be picked up. Following the pick up dates, an inspector will examine the exterior yards of every property in the pick up areas and issue code violation notices as needed.

On March 2, 2010, two responses were received in answer to our invitation to bid on curbside trash pickup service. Forty invitations to bid on the curbside trash pickup service were sent to prospective bidders and the bids received are on the attached tabulation sheet.

This contractor has successfully performed this service for many past program years. Staff recommends that the City Council select Waste Management for this year's Curb-Side Trash Pick Up Program. Funds are available under Community Development - Trash Pickup Account # 256-400-69210-956.037.

RLR/ptg
Attachments

**CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS**

On Curbside Trash Pick Up

Opened By City Clerk On March 2, 2010 At 11:00 a.m.

All bid prices reduce to net. All bid prices shown are firm for orders placed within one year from date of award of bid unless otherwise noted.

	Waste Management	Arrow Waste
Per hour for 2 employees and each trash contractor truck	\$ 148.00	\$175.00
Per hour for 2 employees and each broken concrete truck	\$ 148.00	\$175.00
Per ton for disposal	\$ 28.21	\$34.00
Per yard for broken concrete disposal	\$ 2.00	\$4.50
Per Freon appliance Disposal	\$ 45.00	\$54.00

YARD TRASH PICK UP
CITY OF WYOMING
2009-2010
Single Family Residences Only

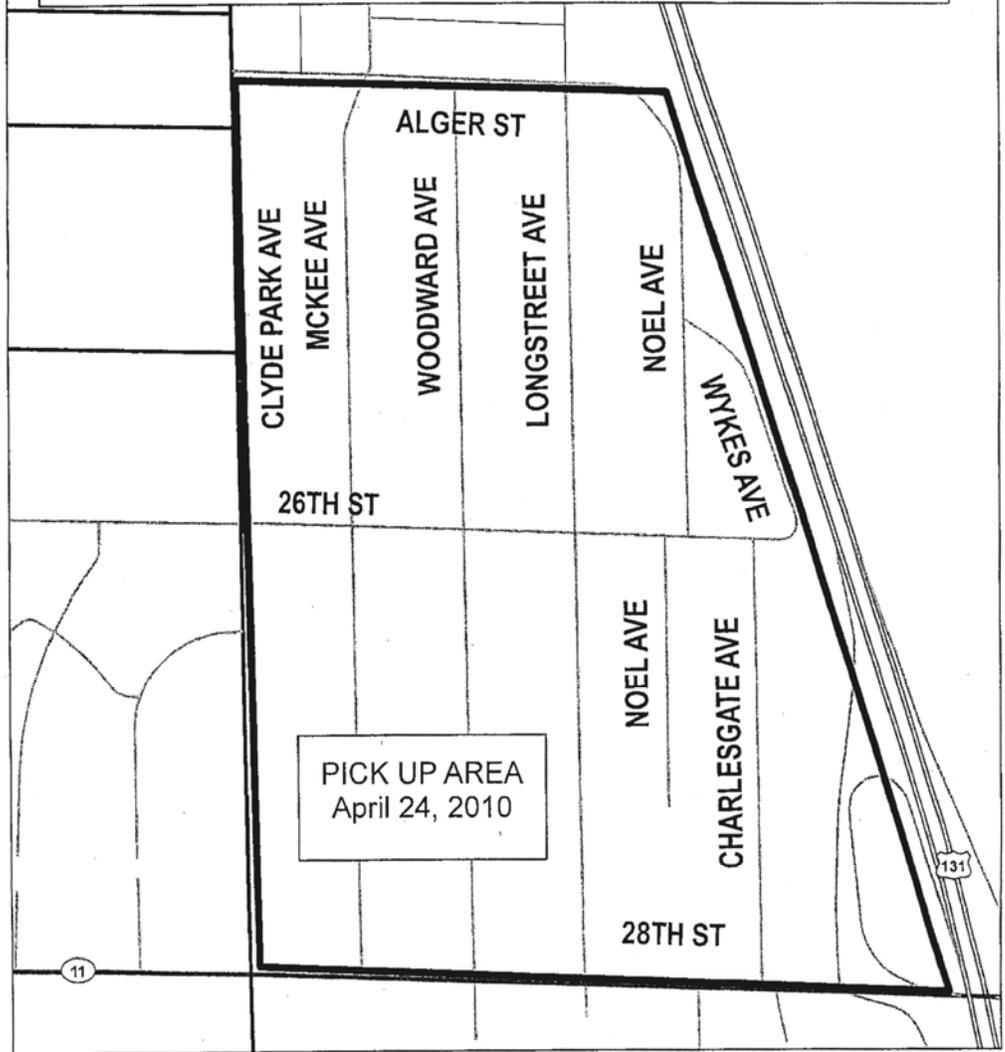


YARD TRASH PICK UP
CITY OF WYOMING
2009-2010
Single Family Residences Only

PICK UP AREA
April 17, 2010



YARD TRASH PICK UP
CITY OF WYOMING
2009-2010
Single Family Residences Only



MEMORANDUM

TO: The City Council and City Manager
FROM: Kim Oostindie, Human Resources Supervisor
DATE: March 8, 2010
RE: Bid for Fertilizer

On Tuesday, March 2, 2010, three (3) responses were received in answer to our invitation to bid on various types of fertilizer. Thirty-seven (37) invitations to bid on the fertilizer were sent to prospective bidders and the bids received are as shown below:

	Commerce Corporation			Michigan Turf & Ornamental			John Deere Landscapes		
	Price Per Bag	Size of Bag	Analysis	Price Per Bag	Size of Bag	Analysis	Price Per Bag	Size of Bag	Analysis
18-24-12 Professional Starter Fertilizer or Equal	\$16.83	50#	14-25-10	\$15.43	50#	22-16-8	\$16.75	50#	18-24-12
21-0-11 Momentum Premium Weed & Feed or Equal	\$19.45	40#	22-0-4	\$21.25	50#	22-0-15	\$25.65	50#	21-0-11
19-0-6 Dimension 0.10% Plus Fertilizer or Equal	\$16.33	50#	19-0-5	\$14.75	50#	18-0-5	\$16.35	50#	19-0-6
30-3-7 Professional Turf Fertilizer or Equal	\$16.23	50#	32-3-10	\$15.85	50#	32-0-10	\$18.25	50#	30-3-7
24-4-12 Par Ex Formulated with BDU Slow Release Nitrogen or Equal	\$37.13	50#	24-4-12				\$28.58	50%	24-2-14

Michigan Turf & Ornamental submitted the low bid for the for the 18-24-12 Professional Starter Fertilizer, 21-0-11 Momentum Premium Weed & Feed, 19-0-6 Dimension Plus Fertilizer and 30-3-7 Professional Turf Fertilizer. John Deere Landscapes was low bidder 24-4-12 Par Ex Formulated Fertilizer.

Funds for the purchase of the fertilizer are budgeted in various accounts, with the appropriate account being charged at the time of requisition. The estimated annual expenditure for fertilizer is expected to total approximately \$8,500.00

Based on the information presented, it is recommended City Council award the bid for fertilizer to Michigan Turf Ornamental and John Deere Landscapes in the amounts as shown above.

MEMORANDUM

TO: The City Council and City Manager

FROM: William D. Dooley, Director of Public Works

DATE: March 10, 2010

SUBJECT: Hydromulch and Grass Seed

On Tuesday, March 9, 2010 the City received six (6) bids for hydromulch and grass seed. Forty-four (44) invitations to bid were sent to prospective bidders. The bids received are as shown below:

Bidder	Hydro Mulch				Grass Seed			
	Bid Price (Each)		Minimum Order (No Delivery Charges)	Delivery Charges under minimum order	Bid Price (Each)		Minimum Order (No Delivery Charges)	Delivery Charges under minimum order
	Bag Size				Bag Size			
	40 lb.	50 lb.	25 lb.	50 lb.				
Price & Company, Inc.		\$7.75		\$44.00		\$47.90		\$44.00
CSI Geoturf, Inc.		\$9.07	1 Bag		\$27.44		1 Bag	
John Deere Landscapes		\$8.85	No Minimum	No Fee		\$62.50	No Minimum	No Fee
Commerce Corp.	\$7.00		\$650.00	\$49.00	\$24.60		\$650.00	\$49.00
Michigan Turf & Ornamental	\$7.35		80 Bags	\$35.00	\$31.25		45 Bags	\$35.00
Rhino Seed & Turf Supply		\$8.94	No Minimum	No Fee	\$31.75		No Minimum	No Fee

Hydromulch and grass seed are utilized for the restoration of utility work. The Public Works Department utilizes approximately 730 bails of hydromulch and 180 bags of seed, which cost approximately \$11,000.00. Other departments in the City may also place orders for smaller quantities throughout the year.

It is recommended that the City award the bid for hydromulch and grass seed to the lowest bidder, Price & Company, Inc. and to CSI Geoturf, Inc. when smaller orders are needed because they do not have a minimum delivery amount or minimum delivery charge. Sufficient funds have been budgeted in various water and sewer maintenance accounts 590-441-542000-775000, 591-441-56200-775000, 591-441-56600-775000, 591-441-56700-775000, 591-441-57400-775000.

jaj

ORDINANCE NO. 1-10

AN ORDINANCE TO AMEND SECTION 30-35
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 30-35 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 30-35. Open Burning. The following provisions shall govern open burning within the city:

- (1) The term “*open burning*” shall also include burning in any container which is not an approved incinerator.
- (2) No open burning of leaves and/or refuse is permitted within the city limits at any time.
- (3) The following burning uses are permitted without a permit:
 - a. The burning of wood, charcoal, coke or other acceptable fuel for the sole purpose of preparing food in an approved container or utensil that is designed exclusively for cooking and that has a mechanism capable of completely enclosing or confining the fire, while being used in a safe and sanitary manner.
 - b. The use of approved gaseous or liquid-fired salamanders commonly employed in conjunction with building and construction operations when being used in accordance with accepted safety standards.
 - c. Roofers, plumbers, tanners or other mechanics pursuing a business requiring the use of fire, or for the purpose of boiling tar, pitch or oil used in the course of an approved business or trade and while being used in a safe and sanitary manner.
 - d. Open burning for Fire Department and/or Emergency Management purposes shall be permitted only under the following conditions:
 - i. The area is adequately protected by Fire Department personnel
 - ii. The fire will be of short duration.
 - iii. The ambient air, at the time of burning is relatively free of pollutants.
 - iv. The Fire Chief provides written authorization for such burning.
- (4) The use of outdoor fireplaces (as hereinafter defined), which are purchased by homeowners for use outside of a dwelling or residence is permitted, provided such outdoor fireplaces are used for preparation of food or for recreation, are used on noncombustible surfaces including, but not limited to, brick, flagstone, or concrete and are kept away from

any flammable liquids and other combustible materials. Outdoor fireplaces shall be used only for burning of clean wood or other solid fuel and shall not be used for the burning of waste materials or other materials including, but not limited to, grass clippings, brush, leaves and paper.

(5) An “outdoor fireplace” as used in this section is defined as a portable and/or site built commercially-produced device that is designed, manufactured and purchased for the sole purpose of burning wood or solid fuel. All outdoor fireplaces shall conform to the following:

(a) Outdoor fireplaces shall not be placed closer than 20 feet to any combustible material and not closer than 20 feet to adjoining lot lines.

(b) A noncombustible barrier at least 18 inches in width shall surround the outdoor fireplace. This provision shall also be required under a portable unit.

(c) The “fire pot” of the outdoor fireplace shall not exceed four feet in diameter and include a spark arrestor component.

(d) Permitted open fires and cooking fires shall be constantly attended by a competent person until such fire is extinguished. This person shall have a garden hose connected to a water supply or other fire extinguishing equipment readily available for use.

(e) Fire Rings are prohibited.

(6) Fire or Police Department personnel are authorized to require any open burning be immediately discontinued if it is determined that the smoke emissions are offensive to occupants of surrounding property or determined to constitute a hazardous condition (i.e. dry conditions)

(7) The Fire Chief or designee or a sworn police officer are hereby authorized to issue citations for any violation for this section.

Section 2. This ordinance shall be in full force and effect on the ____ day of _____, 2010.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the ____ day of _____, 2010.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 1-10

MEMORANDUM



To: Curtis Holt, City Manager
From: Robert Austin, Fire Chief
Date: March 2, 2010
Subject: Open Burning Ordinance Revisions

The City of Wyoming has had a ordinance regarding open burning for many years which did not allow any open burning in the city limits. In 1998, our department was given direction from the City Council to allow open burning for recreational purposes using the manufactured portable outdoor fireplaces. Unfortunately, the ordinance was never changed.

Over the years, these outdoor fireplaces have become very popular which in turn has created an enforcement problem for our department. I feel this is caused in part because of confusion regarding the ordinance on the part of the public causing numerous complaints.

Attached is a revision to Section 30 – 35 of the City of Wyoming Code of Ordinances that will allow the use of outdoor fireplaces. These revisions include a clear definition of an outdoor fireplace and some requirements for use that I believe will eliminate many complaints we are now having to respond to.

I would like to present these changes to the Council at the March work session for discussion. It is my desire that we adopt the revised version of the ordinance or we enforce the current ordinance as it is written.

JRS/sjd
03/08/10

ORDINANCE NO. 2-10

AN ORDINANCE TO ADD DIVISION 1 TO
ARTICLE 1 OF CHAPTER 2 OF THE CODE OF THE CITY
OF WYOMING ENTITLED CONFLICT OF INTEREST POLICY

THE CITY OF WYOMING ORDAINS:

Section 1: That Division 1 is hereby added to Article 1 of Chapter 2 of the Code of the City of Wyoming to read as follows:

DIVISION 1. CONFLICT OF INTEREST POLICY

Sec. 2-1 Application.

Except as specifically provided in Section 6.7(c) of the City Charter or any specific code provision, the conflict of interest policy established hereunder shall apply to the City Council and all boards and commissions of the City of Wyoming.

Sec. 2-2 Definition.

Conflict of interest shall be defined as any issue upon which a member or any member of his immediate family (defined as spouse, parent, child, grandchild, or sibling) has a potential financial interest or benefit.

Sec. 2-3 Disclosure.

In the event any member has a conflict of interest, that member shall disclose that conflict of interest or potential conflict of interest prior to participation in deliberation or vote on the subject matter on which the conflict of interest exists.

Sec. 2-4 Determination of Conflict of Interest.

In the event of a question of whether a conflict of interest exists for a member, a final determination shall be made by a majority vote of the remaining members.

Sec. 2-5 Participation and Voting.

No member shall participate in deliberation or vote on an issue on which that member has or is determined to have a conflict of interest. On all other issues the member shall be required to vote.

Sec. 2-6 Abstention; Meeting Minutes

Should a member be required to abstain due to a conflict of interest, that abstention and the reason for the abstention shall be recorded in the official minutes of the meeting.

Section 2: This Ordinance shall be in full force and effect on the ____ day of _____, 2010.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the ____ day of _____, 2010.

Heidi A. Isakson
Wyoming City Clerk

MEMORANDUM

TO: Curtis L. Holt
City Manager

FROM: Jack R. Sluiter
Wyoming City Attorney

DATE: February 19, 2010

RE: Conflict of Interest Policy - Ordinance

The new state Planning Enabling Act requires the Planning Commission to have a Conflict of Interest Policy in its bylaws unless such a policy is established in an Ordinance by the legislative body.

In discussing this matter with the City Clerk and City Planner we believe it would be more appropriate to establish a general conflict of interest policy which applies to all boards and commissions and to the City Council to make uniform the conflict of interest policy and to clarify when members must abstain or must vote on various issues.

I have therefore prepared a proposed ordinance amendment to add a division to chapter 2 of the City Code, the Administrative provisions. That proposed ordinance is attached.

I would request that the ordinance be placed on a future work session agenda for discussion by the Council. If you wish to discuss the matter prior to that time please contact me at your convenience.

cc: Barb VanDuren
Heidi Isakson
Tim Cochran