

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JULY 15, 2013, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Patrick Konieczny, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of July 1, 2013
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider the Establishment of an Industrial Development District for Site 36
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. 28 West Promotional Video
 - 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 and will be enacted by one motion with no discussion. If discussion is desired by a Council member, that member may request removal from the Consent Agenda.)

 - a) Of Sympathy to the Family of Florence Madden
 - b) Of Appreciation to Roderick Van Oeveren for his Service as a Member of the Parks and Recreation Commission for the City of Wyoming
 - c) To Confirm the Reappointment of Robert Cook as a Member of the Parks and Recreation Commission for the City of Wyoming
 - d) To Appoint Kenneth Hornecker as a Member of the Wyoming Parks and Recreation Commission Representing the Godwin Heights Public School District
 - e) To Set a Public Hearing to Establish an Industrial Development District for Gordon Food Service in the City of Wyoming (August 5, 2013 at 7:01 p.m.)
- 15) Resolutions**
 - f) To Establish Industrial Development District 294 in the City of Wyoming
 - g) To Approve Amended By-Laws for the Downtown Development Authority

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

- h) To Authorize the Mayor and City Clerk to Execute an Agreement with Meyers, Bueche & Nies, Inc. for the Design of 44th Street from Hansen Avenue to Division Avenue
- i) To Authorize the Mayor and City Clerk to Execute a Cost Sharing Agreement with Vista Springs L.L.C. (Budget Amendment No. 5)
- j) To Accept a Proposal for Software & Software Support Services
- k) To Authorize Payment for Installation & Repair of a Card Reader Security System
- l) To Authorize the Purchase of Twenty-Three Vehicles
- m) To Accept a Quotation for the Upgrade of Two Generators at the Water Treatment Plant

17) Ordinances

- 8-13 To Add Chapter 15, Article I to the Code of the City of Wyoming Entitled “Special Events” (Special Events) (FINAL READING)
- 9-13 To Repeal Division 4 of Article V to the Code of the City of Wyoming (Outdoor Assemblies) (FINAL READING)
- 11-13 To Amend Section 34.110 Regulation of Hours of Discharge of Consumer Fireworks (Consumer Fireworks) (FIRST READING)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION OF SYMPATHY TO THE FAMILY OF FLORENCE MADDEN

WHEREAS:

1. Florence Madden passed away on Friday, May 10, 2013.
2. She was a member of the Community Enrichment Commission for three years, giving generously of her time and talents.
3. Her passing will be deeply felt by her family, relatives and friends.

NOW, THEREFORE, BE IT RESOLVED:

1. Mayor Jack A. Poll and the City Council, on behalf of the citizens of the City of Wyoming extend its deepest sympathy to her children, relatives and friends.

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 July 15, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO RODERICK VAN OEVEREN FOR HIS SERVICE
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Roderick Van Oeveren has served faithfully and effectively as a member of the Parks and Recreation Commission since April 17, 2006.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Roderick Van Oeveren for his dedicated service as a member of the Parks and Recreation Commission.

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 July 15, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF ROBERT COOK
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Robert Cook expired on June 30, 2013.
2. It is the desire of the City Council that Robert Cook be reappointed as a member of the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby reappoint Robert Cook as a member of the Parks and Recreation Commission for the City of Wyoming, Michigan for the regular term ending June 30, 2016.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT KENNETH HORNECKER AS A MEMBER OF THE
WYOMING PARKS AND RECREATION COMMISSION REPRESENTING
THE GODWIN HEIGHTS PUBLIC SCHOOL DISTRICT

WHEREAS:

1. There is a vacancy in the position of Godwin Heights Public School District Representative on the Wyoming Parks and Recreation Commission for a term expiring June 30, 2016.
2. The Godwin Heights Public School District has recommended that Kenneth Hornecker be appointed to the Wyoming Parks and Recreation Commission as a representative of the district.
3. It is the desire of the City Council that Kenneth Hornecker be appointed to fill the term on the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby appoint Kenneth Hornecker as a member of the Parks and Recreation Commission for the City of Wyoming for the term ending June 30, 2016.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:

Godwin Heights Public Schools



July 2, 2013

Ms. Heidi Isakson
City Clerk's Office
155 – 28th St SW
Wyoming, MI 49509

Subject: Wyoming Parks and Recreation Commission

Dear Heidi,

In response to your letter dated June 11, 2013, Mr. Kenneth Hornecker, will serve as Godwin Heights Public Schools' representative on the Wyoming Parks and Recreation Commission. Mr. Hornecker is currently the treasurer of the Godwin Heights Board of Education and will be replacing Mr. Roderick Van Oeveren as our district's representative.

If you have any questions, please contact our office at 616-252-2090.

Sincerely,

Cindy Buist
Executive Administrative Assistant
Godwin Heights Public Schools

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO ESTABLISH
AN INDUSTRIAL DEVELOPMENT DISTRICT FOR GORDON FOOD SERVICE
IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. Gordon Food Service has requested that the City establish an Industrial Development District for its property located at 584, 650 and 651 50th Street SW, Wyoming, Michigan, 49548.
3. Prior to establishing such districts, it is necessary to first hold a public hearing at which the owners of the affected property and any other resident or taxpayer of the City can be given an opportunity to comment on the establishment of an Industrial Development District.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council shall hold a public hearing on August 5, 2013 at 7:01 p.m., at Wyoming City Hall, 1155 28th Street SW, Wyoming, MI 49509, at which the owners of property located within the proposed Industrial Development District and other residents or taxpayers of the City shall be given an opportunity to comment on the establishment of the proposed district to be comprised of the property described on the attached Exhibit A, which is incorporated by reference, and commonly known as 584, 650 and 651 50th Street SW, Wyoming, Michigan, 49548.
2. Notice of this hearing shall be given to the applicant, the 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.

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 July 15, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Exhibit A - Legal Description

Resolution No. _____

EXHIBIT A

Legal Description

Address: 548 50th Street SW, Wyoming, MI 49548

Tax Parcel No.: 41-17-25-300-026

Legal Description:

Y977AA-3: PART S 1/2 SW 1/4 COM 30.63 FT 90D 00M E ALONG S 1/8 LINE FROM ELY LINE OF HWY US 131 /200 FT WIDE/ TH 90D 00M E ALONG S 1/8 LINE 610.09 FT TO A PT 1089 FT W FROM W LINE OF PENN CEN RR R/W /100 FT WIDE/ TH S 1D 52M E PAR WITH SD RR R/W 375.0 FT TH 90D 00M W 545.27 FT TO A LINE BEARING S 11D 36M E FROM BEG TH N 11D 36M W 382.61 FT TO BEG SEC 25 T6N R12W 4.97 ACRES;

Address: 651 50th Street SW, Wyoming, MI 49548

Tax Parcel No.: 41-17-25-300-043

Legal Description:

PART OF SW 1/4 COM AT N 1/4 COR TH S 87D 56M 00S W ALONG N SEC LINE 885.20 FT TH S 4D 35M 30S E 2599.36 FT TH S 88D 12M 30S W 67.08 FT TH S 4D 35M 30S E 915.91 FT TH SLY 21.21 FT ON A 3042.94 FT RAD CURVE TO RT /LONG CHORD BEARS S 4D 23M 30S E 21.21 FT/ TO N LINE OF S 433.0 FT OF N 1/2 SW 1/4 TH S 88D 12M 30S W 601.33 FT ALONG SD N LINE TO BEG OF THIS DESC - TH S 1D 47M 30S E 433.0 FT TO S 1/8 LINE TH S 88D 12M 30S W ALONG S 1/8 LINE TO ELY LINE OF HWY US131 TH NLY ALONG SD ELY LINE TO A LINE BEARING S 88D 12M 30S W FROM BEG TH N 88D 12M 30S E TO BEG EX COM AT N 1/4 COR TH S 87D 56M 00S W ALONG N SEC LINE 885.20 FT TH S 4D 35M 30S E 3970.0 FT TO S LINE OF N 1/2 SW 1/4 TH S 88D 12M 30S W ALONG SD S LINE 825.10 FT TH N 1D 47M 30S W 33.0 FT TO N LINE OF 50TH ST /66 FT WIDE/ & TO BEG OF THIS EX TH WLY 97.68 FT ALONG A 45.0 FT RAD CURVE TO LT /LONG CHORD BEARS S 88D 12M 30S W 79.60 FT TH N 88D 12M 30S E 79.60 FT TO BEG * SEC 25 T6N R12W 2.75 A.;

Address: 650 50th Street SW, Wyoming, MI 49548

Tax Parcel No.: 41-17-25-300-044

Legal Description:

PART OF N 1/2 SW 1/4 COM AT N 1/4 COR TH S 87D 56M 00S W 885.20 FT ALONG N SEC LINE TH S 4D 35M 30S E 3970.0 FT TO S 1/8 LINE TH S 88D 12M 30S W ALONG S 1/8 LINE 489.66 FT TO BEG OF THIS DESC - TH N 1D 47M 30S W 433.0 FT TO N LINE OF S 433 FT OF N 1/2 SW 1/4 TH S 88D 12M 30S W ALONG SD N LINE 200.0 FT TH S 1D 47M 30S E 433.0 FT TO S 1/8 LINE TH N 88D 12M 30S E ALONG S 1/8 LINE 200.0 FT TO BEG * SEC 25 T6N R12W 1.99 A.

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH INDUSTRIAL DEVELOPMENT DISTRICT 294
IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. Construction, acquisition, alteration or installation of a proposed facility has not commenced at the time of the request to establish the proposed district.
3. Staff supports the establishment of the proposed district on this site as it will promote the economic health of the community by encouraging private capital investment and creating new employment opportunities in the City of Wyoming.
4. Staff recommends that the City Council establish this district.
5. Written notice has been given by mail to all owners of real property within the proposed Industrial Development District and to the public by newspaper advertisement in a newspaper of general circulation in the City, along with public posting at City Hall, of the hearing on the establishment of the proposed district.
6. A public hearing was held on July 15, 2013, at 7:01 p.m., at which time the property owners of real property within the proposed district and all residents and taxpayers of the City of Wyoming were afforded the opportunity to be heard.
7. The City Council believes it is in the public interest of the City of Wyoming to establish the district.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council establishes Industrial Development District Number Two Hundred Ninety-Four (294) in the City of Wyoming, Kent County, Michigan, under the provisions of Act 198 of the Public Acts of 1974 as amended, for real and personal property at 300 and 301 36th Street SW and 3838 Clay Avenue SW, Wyoming, Michigan, 49509, and legally described on the attachment.

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 July 15, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Exhibit A - Legal Description

Resolution No. _____

EXHIBIT A

Legal Description

Address: 301 36th Street SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-13-455-052

Legal Description:

411713455052 LOT 883 EX N 9 FT ALSO LOT 884 & 885 ALSO THAT PART OF LOTS 886 TO 891 INCL LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO LOTS 892 & 893 ALSO LOT 894 EX N 9 FT ALSO LOT 922 ALSO THAT PART OF LOT 923 LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO THAT PART OF VACATED PORTION OF HILLCROFT AVE /60 FT WIDE/ DESC AS - COM 249 FT N ALONG E LINE OF SD AVE FROM SW COR OF LOT 891 TH S ALONG SD E LINE TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED AVE TH N ALONG SD W LINE TO A PT 249 FT N ALONG SD W LINE FROM SE COR OF LOT 923 TH E TO BEG ALSO THAT PART OF VACATED PORTION OF BIRCHWOOD AVE /60 FT WIDE/ DESC AS - COM AT SE COR OF LOT 885 TH N ALONG W LINE OF SD VAC AVE 122 FT TH E TO A PT ON E LINE OF SD VACATED AVE 122 FT N ALONG SD E LINE FROM SW COR OF LOT 842 TH S ALONG E LINE OF SD VACATED ST TO SW COR OF LOT 841 & TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED ST TH N TO BEG * HOME ACRES NO.2 SPLIT ON 07/02/2009 FROM 41-17-13-455-044, 41-17-13-455-046, 41-17-13-455-048; SPLIT/COMBINED ON 01/08/2013 FROM 41-17-13-455-050, 41-17-13-455-049, 41-17-13-455-051;

Address: 3838 Clay Avenue SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-24-178-007

Legal Description:

411724178012 PART E 1/2 E 1/2 NW 1/4 COM AT N 1/4 COR TH S 88D 04M W 163.4 FT ALONG N SEC LINE TH S 4D 32M 40S E 990.0 FT ALONG A LINE 100 FT W FROM /MEAS PERP TO/ W LINE OF PENN RR R/W /100 FT WIDE/ TO BEG OF THIS DESC - TH S 4D 32M 40S E 1089.82 FT TH S 88D 04M W 466.08 FT TO A PT 33 FT E FROM /MEAS PERP TO/ W LINE OF E 1/2 E 1/2 NW 1/4 TH N 4D 26M W PAR WITH SD E LINE 217.59 FT TH NELY 443.47 FT ON A 533.66 FT RAD CURVE TO RT /LONG CHORD WHICH BEARS N 19D 22M 23S E 430.82 FT/ TH N 43D 10M 45S E 134.26 FT TH NLY 421.36 FT ON A 595.22 FT RAD CURVE TO LT /LONG CHORD WHICH BEARS N 22D 53M 58S E 412.62 FT/ TO A PT 990 FT S

FROM N SEC LINE TH N 88D 04M E 0.66 FT TO BEG * SEC 24 T6N R12W 7.42 A.
SPLIT ON 11/28/2011 FROM 41-17-24-178-008, 41-17-24-178-009, 41-17-24-178-007,
41-17-24-178-003, 41-17-24-178-004;

Address: 300 36th Street SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-24-201-007

Legal Description:

Y941A: THAT PART OF W 1/2 NE 1/4 LYING E OF E LINE OF CONRAIL RR R/W
& LYING S OF SLY LINE OF 36TH ST EX COM AT INT OF S LINE OF NE 1/4 & W
LINE OF BUCHANAN AVE TH N 87D 59M 30S W ALONG E & W 1/4 LINE 828.27
FT TH N 47D 10M 30S E 46.67 FT TO N LINE OF S 33 FT OF NE 1/4 TH S 87D 49M
30S E 695.3 FT TH NELY 125.8 FT ALONG A 101.8 FT RAD CURVE LT /LONG
CHORD BEARS N 56D 46M 24S E 117.95 FT/ TO W LINE OF SD AVE TH SLY
101.4 FT TO BEG. SEC 24 T6N R12W 74.92 A. ALSO LOTS 147 TO 152 INCL &
PART OF LOTS 144 145 146 153 154 & 155 & PART OF VACATED PORTIONS OF
FLOYD ST & 40TH ST & DR LYING W OF LOTS 148 & 149 ALL BEING DESC AS
- COM AT NW COR OF SD PLAT TH S 87D 49M 30S E ALONG N LINE OF SD
PLAT 358.58 FT TO WLY LINE OF RELOCATED STAFFORD AVE TH SWLY
ALONG WLY LINE OF SD AVE 37.04 FT ALONG A 165.0 FT RAD CURVE LT
/LONG CHORD BEARS S 48D 52M 25S W 36.97 FT TH S 42D 26M 30S W ALONG
SD WLY LINE 243.88 FT TH SWLY ALONG SD WLY LINE 117.22 FT ALONG A
290.59 FT RAD CURVE LT /LONG CHORD BEARS S 30D 53M 08S W 116.42 FT/
TO A PT 16.51 FT S 0D 02M 30S E & 0.43 FT S 87D 49M 30S E FROM SW COR OF
LOT 146 TH N 87D 49M 30S W PAR WITH S LINE OF LOT 148 & SD S LINE EXT
132.43 FT TO W LINE OF SD PLAT TH N 313.78 FT M/L TO BEG. MCQUEEN
DOYLE PARK NO.1

RESOLUTION NO. _____

RESOLUTION TO APPROVE AMENDED BY-LAWS FOR
THE DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. The Downtown Development Authority adopted a new quarterly meeting schedule beginning in 2013, which was approved by the City Council in December 2012.
2. The By-Laws of the Downtown Development Authority stated that meetings would be held on the first Tuesday of each month.
3. It is more practical to establish the meeting schedule by resolution of the Downtown Development Authority, with approval by the City Council in its annual process of setting the meeting calendar, than repeatedly amending that provision of the By-Laws.
4. During a review of the By-Laws, the City Clerk recommended to the Downtown Development Authority several other editing changes, which are illustrated on the marked-up By-Laws attached.
5. The Downtown Development Authority approved the amended By-Laws on July 2, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. The By-Laws of the Downtown Development Authority as attached are adopted, are effective immediately, and until such time as further amendments are appropriate.

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 July 15, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

By-Laws of Downtown Development Authority

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF WYOMING

BYLAWS

MARKUP

ARTICLE I – BOARD OF DIRECTORS

Section 1. The business and property of the authority shall be managed and directed by the board of directors, consisting of all of the members, ~~of which~~ who shall serve terms as provided in the ordinance creating the authority.

Section 2. The fiscal year of the authority shall begin on July 1 of each year and end on the next succeeding June 30. The board, annually at its first regular meeting ~~in January of a~~ calendar year, shall elect a chairman, vice-chairman, secretary and treasurer. The treasurer does not need to be a member of the board to serve in this office. The offers so elected shall be for a term of one (1) year or any part thereof as may be determined, and until a successor is designated. No term of office created under this section shall extend beyond the term of the member designated.

Section 3. The board may employ and fix the compensation of a Director, subject to the approval of the City Council. The Director shall not be a member of the board. The board may employ a deputy secretary and deputy treasurer who need not be members of the board and, subject to the approval of the City Council, may fix the compensation of the deputy secretary and deputy treasurer. The Director, deputy secretary and deputy treasurer shall serve at the pleasure of the board for no definite term of office. The board may retain legal counsel to advise the board in the proper performance of its duties. The legal counsel shall represent the authority in actions brought by or against the authority.

Section 4. The board may exercise all powers provided by Act 197, Public Acts of Michigan, 1975, as amended, or otherwise by law including those bestowed by the ordinance establishing the authority.

Section 5. The board shall have the power to engage and employ such manual, clerical, technical, financial and professional assistants as in its judgment may be necessary and is incidental to carry out the purposes of the authority.

Section 6. The board may adopt an official seal.

Section 7. The board shall cause an annual audit of its business to be made and the result thereof shall be submitted to the City Council.

ARTICLE II – MEETINGS

Section 1. Meetings of the board shall be held in accordance with the provisions of the Michigan Open Meetings Act, being Act 267 of the Public Acts of Michigan, 1976, as amended, and shall be held in the City of Wyoming, Michigan.

Section 2. ~~Regular meetings of the board shall be held at 8 o'clock a.m. on 1st Tuesdays monthly.~~ A schedule of regular meetings shall be established annually by the board at the last meeting of the calendar year, subject to approval of the City Council as described in Section 2-113 of the Code of Ordinances.

Section 3. Special meetings shall be held whenever called by direction of the chairman, Director, or any two (2) members of the board on eighteen (18) hours' written notice of the time and place of meeting. A waiver of notice in writing signed by a member entitled to such notice, whether before or after the time of the meeting, shall be deemed the equivalent to the giving of such notice. Public notice of special meetings as required by the Open Meetings Act must still be made.

Section 4. A majority vote of the members of the board shall be necessary for the transaction of any and all business or the passage of any resolution.

Section 5. At meetings of the board, business shall be transacted in such order as from time to time the board may determine.

ARTICLE III – OFFICIALS

Section 1. The chairman shall preside at meetings of the board and shall do and perform such other duties as may be from time to time assigned by the board. The vice-chairman shall perform the duties of the chairman in the chairman's absence and such other duties as shall from time to time be assigned by the board.

Section 2. (1) If a Director is appointed, then the Director shall be the chief executive officer of the authority. Before entering upon the duties of his office, the Director shall take and subscribe to the constitutional oath, and furnish bond, by posting a bond in the penal sum determined in the ordinance establishing the authority payable to the authority for use and benefit

of the authority, approved by the board, and filed with the City Clerk. The premium on the bond shall be deemed an operating expense of the authority, payable from funds available to the authority for expenses of operation. Subject to the approval of the board, the Director shall supervise, and be responsible for the preparation of plans and the performance of the functions of the authority in the manner authorized by law. The Director shall attend the meetings of the board, and shall render to the board and to the Council a regular report covering the activities and financial condition of the authority. If the Director is absent or disabled, the board may designate a qualified person as Acting Director to perform the duties of the office. Before entering upon the duties of the office, the Acting Director shall take and subscribe to the oath, and furnish bond, as required of the Director. The Director shall furnish the board with information or reports governing the operation of the authority as the board may require from time to time.

(2) The Director shall annually prepare and submit for the approval of the board a budget for the operation of the authority for the ensuing fiscal year. The budget shall be prepared in the manner and contain the information required of municipal departments. Before the budget may be adopted by the board, it shall be approved by the governing body of the municipality. Funds of the municipality shall not be included in the budget of the authority except those funds authorized by law and by the City Council.

Section 3. The secretary shall maintain custody of the official seal and of records, books, documents, or other papers of the authority not required to be maintained by the treasurer. The secretary shall attend meetings of the board and keep a record of its proceedings, and shall perform such other duties delegated by the board. The deputy secretary shall carry out such duties as are assigned by the secretary or the board.

Section 4. The treasurer shall keep the financial records of the authority and, together with the Director, shall approve all vouchers for the expenditure of funds of the authority. The treasurer shall perform such other duties as may be delegated by the board and shall furnish bond in an amount as prescribed by the board. The deputy treasurer shall carry out such duties as are assigned by the treasurer or the board.

Section 5. All checks shall be signed by the treasurer and countersigned by either the chairman or the secretary, except as otherwise provided by the board.

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ARTICLE IV – BYLAWS

Section 1. The board shall have power to make alter or amend the bylaws in whole or in part, to be effective upon approval of the City Council. Written copies of the proposed changes shall be delivered to the board prior to submission for approval at the next preceding regular or special meeting of the board.

Section 2. These bylaws shall become effective upon approval of the City Council of the City of Wyoming. ~~Until such approval the bylaws shall be temporary bylaws for the authority.~~

Adopted by the Downtown Development Authority for the
City of Wyoming, Michigan on:

(Date)

Secretary

Approved by the City Council of the City of Wyoming,
Michigan on:

(Date)

City Clerk

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF WYOMING

BYLAWS

ARTICLE I – BOARD OF DIRECTORS

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Section 2. The fiscal year of the authority shall begin on July 1 of each year and end on the next succeeding June 30. The board, annually at its first regular meeting of a calendar year, shall elect a chairman, vice-chairman, secretary and treasurer. The treasurer does not need to be a member of the board to serve in this office. The offers so elected shall be for a term of one (1) year or any part thereof as may be determined, and until a successor is designated. No term of office created under this section shall extend beyond the term of the member designated.

Section 3. The board may employ and fix the compensation of a Director, subject to the approval of the City Council. The Director shall not be a member of the board. The board may employ a deputy secretary and deputy treasurer who need not be members of the board and, subject to the approval of the City Council, may fix the compensation of the deputy secretary and deputy treasurer. The Director, deputy secretary and deputy treasurer shall serve at the pleasure of the board for no definite term of office. The board may retain legal counsel to advise the board in the proper performance of its duties. The legal counsel shall represent the authority in actions brought by or against the authority.

Section 4. The board may exercise all powers provided by Act 197, Public Acts of Michigan, 1975, as amended, or otherwise by law including those bestowed by the ordinance establishing the authority.

Section 5. The board shall have the power to engage and employ such manual, clerical, technical, financial and professional assistants as in its judgment may be necessary and is incidental to carry out the purposes of the authority.

Section 6. The board may adopt an official seal.

Section 7. The board shall cause an annual audit of its business to be made and the result thereof shall be submitted to the City Council.

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Section 1. Meetings of the board shall be held in accordance with the provisions of the Michigan Open Meetings Act, being Act 267 of the Public Acts of Michigan, 1976, as amended, and shall be held in the City of Wyoming, Michigan.

Section 2. A schedule of regular meetings shall be established annually by the board at the last meeting of the calendar year, subject to approval of the City Council as described in Section 2-113 of the Code of Ordinances.

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Section 5. At meetings of the board, business shall be transacted in such order as from time to time the board may determine.

ARTICLE III – OFFICIALS

Section 1. The chairman shall preside at meetings of the board and shall do and perform such other duties as may be from time to time assigned by the board. The vice-chairman shall perform the duties of the chairman in the chairman's absence and such other duties as shall from time to time be assigned by the board.

Section 2. (1) If a Director is appointed, then the Director shall be the chief executive officer of the authority. Before entering upon the duties of his office, the Director shall take and subscribe to the constitutional oath, and furnish bond, by posting a bond in the penal sum determined in the ordinance establishing the authority payable to the authority for use and benefit of the authority, approved by the board, and filed with the City Clerk. The premium on the bond shall be deemed an operating expense of the authority, payable from funds available to the

authority for expenses of operation. Subject to the approval of the board, the Director shall supervise, and be responsible for the preparation of plans and the performance of the functions of the authority in the manner authorized by law. The Director shall attend the meetings of the board, and shall render to the board and to the Council a regular report covering the activities and financial condition of the authority. If the Director is absent or disabled, the board may designate a qualified person as Acting Director to perform the duties of the office. Before entering upon the duties of the office, the Acting Director shall take and subscribe to the oath, and furnish bond, as required of the Director. The Director shall furnish the board with information or reports governing the operation of the authority as the board may require from time to time.

(2) The Director shall annually prepare and submit for the approval of the board a budget for the operation of the authority for the ensuing fiscal year. The budget shall be prepared in the manner and contain the information required of municipal departments. Before the budget may be adopted by the board, it shall be approved by the governing body of the municipality. Funds of the municipality shall not be included in the budget of the authority except those funds authorized by law and by the City Council.

Section 3. The secretary shall maintain custody of the official seal and of records, books, documents, or other papers of the authority not required to be maintained by the treasurer. The secretary shall attend meetings of the board and keep a record of its proceedings, and shall perform such other duties delegated by the board. The deputy secretary shall carry out such duties as are assigned by the secretary or the board.

Section 4. The treasurer shall keep the financial records of the authority and, together with the Director, shall approve all vouchers for the expenditure of funds of the authority. The treasurer shall perform such other duties as may be delegated by the board and shall furnish bond in an amount as prescribed by the board. The deputy treasurer shall carry out such duties as are assigned by the treasurer or the board.

Section 5. All checks shall be signed by the treasurer and countersigned by either the chairman or the secretary, except as otherwise provided by the board.

ARTICLE IV – BYLAWS

Section 1. The board shall have power to make alter or amend the bylaws in whole or in part, to be effective upon approval of the City Council. Written copies of the proposed changes shall be delivered to the board prior to submission for approval at the next preceding regular or special meeting of the board.

Section 2. These bylaws shall become effective upon approval of the City Council of the City of Wyoming.

Adopted by the Downtown Development Authority for the City of Wyoming, Michigan on:

July 2, 2013

(Date)

/s/ Lillian Vanderveen

Secretary

Approved by the City Council of the City of Wyoming, Michigan on:

(Date)

City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH MEYERS, BUECHE & NIES, INC. FOR THE
DESIGN OF 44TH STREET FROM HANSEN AVENUE TO DIVISION AVENUE

WHEREAS:

1. In 2014, the City of Wyoming will receive federal funding for the reconstruction of 44th Street from Hansen Avenue to Division Avenue and must prepare engineering plans and specifications for the project.
2. With a limited staff available and a brief period to complete the design, the City of Wyoming requested proposals to prepare the required plans and specifications on our behalf.
3. On June 27, 2013, Meyers, Bueche & Nies, Inc. (MBN) submitted the attached proposal to prepare a design for 44th Street from Hansen Avenue to Division Avenue in the amount of \$21,651.
4. The reconstruction of this remaining segment of 44th Street will complete the reconstruction of 44th Street from Clyde Park Avenue to Division Avenue started in 2009.
5. The cost of the design can be financed out of the 44th Street Hansen to Division Account No. 400-441-50200-972.502 in the Capital Improvements Fund.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached agreement with Meyers, Bueche & Nies, Inc. for the design of 44th Street from Hansen Avenue to Division Avenue in the amount of \$21,651.

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 July 15, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

Staff Report

Date: July 9, 2012
Subject: 44th Street Design, Hansen Avenue to Division Avenue
From: Russ Henckel, Assistant Director of Public Works - Engineering
Meeting Date: July 15, 2013

Recommendation:

Staff recommends authorizing Meyers, Bueche & Nies, Inc. (MBN) to prepare a design for 44th Street from Hansen Avenue to Division Avenue in the amount of \$21,651.

Sustainability Criteria:

Environmental Quality – This design will provide plans to construct a smooth pavement providing greater fuel efficiency and reducing required maintenance of vehicles and the roadway.

Social Equity – This design will not impact social equity.

Economic Strength – This design will provide plans for construction of a long lasting street allowing safe and efficient travel for commercial and vehicle traffic.

Discussion:

On June 27, 2013, MBN and Pathfinder Engineering submitted proposals for the preparation of plans and specifications for 44th Street from Hansen Avenue to Division Avenue. Based upon the experience of the staff and the effort identified to prepare the design, MBN was selected as the recommended firm. The scope of the design will include all of the necessary activities required of the Federal Highway Administration (FHWA) to produce plans and specifications suitable for bidding and construction.

It is recommended that the City Council authorize the Mayor and City Clerk to execute the attached agreement with Meyers, Bueche & Nies, Inc. for the design of 44th Street from Hansen Avenue to Division Avenue in the amount of \$21,651.

Budget Impact:

Sufficient funds are available in the Capital Improvements Fund.

AGREEMENT

This Agreement made this _____ day of _____, 2013 between the City of Wyoming, a municipal corporation of 1155 - 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter "City") and Meyers, Bueche & Nies, Inc., a corporation having an office located at 1638 Leonard Street, N.W., Grand Rapids, Michigan, 49504 (hereinafter "Consultant") the terms of which are as follows:

1. The City hereby hires Consultant to perform consulting services to prepare engineering plans and specifications for the reconstruction of 44th Street from Hansen Avenue to Division Avenue.
2. The work to be performed shall be in accordance with the Proposal dated June 27, 2013, and the customary standard of professional care.
3. Payment shall be made in accordance with the hourly rates contained in the proposal and upon billing for work completed in an amount not to exceed \$21,651. Undisputed portions of invoices are due within 30 days.
4. Upon completion of the services or in the event of a termination of the contract during the performance of the services, all completed work, and/or work in progress shall become the property of the City upon payment for the work.
5. Consultant is an independent contractor and the City is hiring consultant for professional services. All officers, agents and employees of consultant shall at all times be considered employees of consultant and not of the City.
6. This Agreement contains the entire agreement between the parties and may not be modified except in writing by mutual consent.

CITY OF WYOMING

MEYERS, BUECHE & NIES, INC.

Jack Poll
Its Mayor

Heidi A. Isakson
Its City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE A COST SHARING AGREEMENT
WITH VISTA SPRINGS L.L.C.

WHEREAS:

1. Vista Springs L.L.C., owner of the Vista Springs Assisted Living Center development, is in the process of remodeling the Taft Elementary school to a seniors assisted living center located at 2700 Taft Avenue in Wyoming.
2. Along with the remodeling of the existing structure, 876 lineal feet of an existing public storm sewer currently routed under the building, must be relocated to allow for future access and maintenance and a new easement granted for public access.
3. The attached Cost Sharing Agreement has been prepared in accordance with the City's Utility Cost Sharing Policy, identifying the costs and obligations of Vista Springs L.L.C. and the City of Wyoming for the relocation of the public storm sewer.
4. The cost of the storm sewer relocation and associated items will be reimbursed in an amount not to exceed \$39,062.98 per the attached Agreement, and
5. The cost of the storm sewer relocation can be financed out of the Capital Improvements Fund but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Cost Sharing Agreement with Vista Springs L.L.C. for the relocation of a public storm sewer in the amount of \$39,062.98.
2. The City Council hereby approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

Staff Report

Date: July 9, 2013
Subject: Vista Springs Storm Sewer Cost Sharing Agreement
From: Russ Henckel, Assistant Director of Public Works - Engineering
Meeting Date: July 15, 2013

Recommendation:

Staff recommends entering into a cost sharing agreement with Vista Springs L.L.C., owner of the Vista Springs Assisted Living Center, for the relocation of 876 lineal feet of public storm sewer around the development in an amount not to exceed \$39,062.98.

Sustainability Criteria:

Environmental Quality – The agreement will relocate an existing storm sewer to a location that is accessible for future maintenance with minimal disruption to the storm system and the environment.

Social Equity – The agreement will not impact social equity.

Economic Strength – The agreement will allow a redevelopment to occur in the area and will provide future accessibility for maintenance of the public storm system.

Discussion:

On June 25, 2013, JWK Construction submitted a proposal on behalf of Vista Springs L.L.C. for the relocation of 876 lineal feet of public storm system. The existing storm system routes public storm water under the former Taft School, currently being remodeled for the Vista Springs Assisted Living Center. The current location would present a maintenance problem if any issues were to occur with storm sewer. The attached cost sharing agreement outlines the rights and obligations of the developer and the City of Wyoming for the relocation of said sewer.

It is recommended that the City Council hereby authorizes the Mayor and City Clerk to execute the attached Cost Sharing Agreement with Vista Springs L.L.C. for the relocation of a public storm sewer in the amount not to exceed \$39,062.98.

Budget Impact:

Funds are available in the Capital Improvements Fund but a budget amendment is necessary.

**COST SHARING AGREEMENT
BETWEEN THE CITY OF WYOMING
AND VISTA SPRINGS, L.L.C.**

THIS AGREEMENT entered into on this _____ day of _____, 2013, by and between the CITY OF WYOMING, a Michigan Municipal Corporation, of 1155 - 28th Street, S.W., Wyoming, Michigan 49509, hereinafter referred to as the "City," and Vista Springs, L.L.C., whose address is 3930 N. Rosebud Court S.E., Grand Rapids, MI 49512, hereinafter referred to as the "Developer," the terms and conditions of which are as follows:

1. The Developer is currently remodeling the former Taft Elementary school located at 2700 Taft Avenue in Wyoming, to the Vista Springs Assisted Living Center. As part of said development, the parties are desirous of relocating an existing public sewer currently routed under the building, to a location around the facility which will allow future maintenance access. This Agreement is designed to determine the rights and obligations of the parties hereto concerning said improvements.

2. Developer shall be responsible for constructing the aforementioned improvements and shall convey to the City the necessary easements for the said improvements in accordance with engineering construction plans (June 25, 2013) prepared by Richard Postema Associates Consulting Engineers and approved by the City.

3. The City shall reimburse the Developer for the actual cost of relocating the storm sewer (and associated items as part of the relocation) per the proposal from JWK Construction Inc. (Contractor) dated June 25, 2013. Additionally, Vista Springs L.L.C. shall grant an easement to the City of Wyoming over the new route of the storm sewer to allow access and maintenance of the public storm sewer. Payment, including engineering costs, shall not be more than \$39,062.98, as shown on the attached JWK Proposal, which amount shall be paid to the Developer by the City within 60 days from the date of completion, subject to acceptance by the City and upon the receipt of an invoice.

4. This Agreement, together with the JWK Proposal and the City's Cost Sharing policy as incorporated herein, shall contain the entire agreement between the parties, any oral

agreements to the contrary notwithstanding. No amendments shall be allowed unless made in writing and signed by all parties.

5. Developer shall indemnify and hold the City, its officers, agents and employees harmless from any and all claims, liabilities and expenses, including but not limited to actual attorney fees, as may arise from Developer's construction required pursuant to this Agreement. Developer shall provide a copy of their insurance to the City of Wyoming and list the City as a certificate holder.

6. This Agreement shall be binding upon the successors and assigns of the parties hereto. However, this Agreement may not be assigned by either party without the prior written consent of the other party.

WITNESSED

CITY OF WYOMING

By: _____
Jack Poll
Its Mayor

By: _____
Heidi A. Isakson
Its City Clerk

WITNESSED

DEVELOPER

By: _____
Lou Andriotti
Chief Executive Officer

STATE OF MICHIGAN
COUNTY OF KENT

On _____ before me, a Notary Public, in for for said County, personally appeared Lou Andriotti, Chief Executive Officer of Vista Springs, L.L.C., to me known to be the person described in and who executed the within instrument, who acknowledged the same to be his free act and deed on behalf of said Limited Liability Company.

_____, Notary Public
My commission expires:

Drafted By:
Russ Henckel
City of Wyoming
2660 Burlingame Ave. S.W.
Wyoming, Michigan 49509
(616) 530-7254

Approved as to form:

Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
FOR SOFTWARE & SOFTWARE SUPPORT SERVICES

WHEREAS:

1. As detailed in the attached Staff Reports from the City's Director of Information Technology and City Treasurer, it is recommended the City Council accept a proposal from BS&A Software for the purchase of the Utility Billing software module.
2. Support services are included for one year with the purchase of the software module.
3. Sufficient funds for the purchase are available in account number 591-591-56910-973.056.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the proposal from BS&A Software for the purchase of the Utility Billing module.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of this proposal and future renewals of the support services for the Utility Billing module 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 July 15, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Reports

Proposal

Staff Report

From: Andrea Boot, Treasurer
Date: July 10, 2013
Subject: BS&A Utility Billing Software
Meeting Date: July 15, 2013 Council Meeting

RECOMMENDTION

The Treasurer's Office recommends that the City Council approves the purchase of BS&A Utility Billing software to provide for enhanced and efficient utility billing operations.

SUSTAINABILITY CRITERIA

Environmental Quality

Does not significantly impact this criterion.

Social Equity

The Treasurer's Office bills and collects water and sewer charges based on actual usage from all customers within City regardless of income, socio-economic or residence status.

Economic Strength

Efficient utility billing and integration with other BS&A applications are an important component to provide excellent customer service for a competitive cost.

DISCUSSION

Last September the City added BS&A Cash Receipting and General Ledger to more efficiently interact with multiple BS&A applications. At the time we proposed the purchase of Cash Receipting and General Ledger, we discussed migrating the Utility Billing Office to BS&A as well. It was decided that we should move ahead with Cash Receipting and General Ledger, and, because of the scope of the project, convert Utility Billing to BS&A the following year.

The Utility Billing Office currently uses New World Utility Billing software. We converted to that software in 2008 together with multiple other City Departments. Our goal at that time was to have one software platform to serve and integrate through all City functions. Since the inception of this integrated software several modules migrated to BS&A due to software limitations and inefficiencies.

An informal inquiry to surrounding communities who use BS&A Utility Billing software indicates great satisfaction with the performance of the software and the level of customer support. A site visit to a current user of the Utility Billing module gave us the opportunity to observe the use of the software in a non-test environment. It appears very user friendly and customizable without help from BS&A support staff. The site visit confirmed the information we received through our informal inquiry. While I do not believe that all the issues we are currently experiencing will disappear by switching to different software, I do believe that there will be improvements which could translate into increased efficiencies and greater flexibility. A well functioning utility billing software is crucial for accurate billing and reporting to generate the

funds necessary to support the underlying operations of water distribution and wastewater treatment.

The timeframe for implementing this software has been discussed with our Finance Department, our IT Department, and representatives from BS&A. Pending Council approval for the purchase, we are looking at implementation and training for these modules in March/April 2014. The IT department has reviewed the proposed project and is in support of it as indicated by the attached memo from Gail Sheppard, Director of Information Technology.

BUDGET IMPACT

Sufficient funds have been budgeted in account 591-591-56910-973.056. The proposal from BS&A includes pricing for data conversion, implementation and software set-up, customization and training. Should these additional items become necessary, an updated quote from BS&A would be obtained prior to seeking Council approval for additional funds.

STAFF REPORT

DATE: June 13, 2013
SUBJECT: BS&A Utility Billing Software
FROM: Gail Sheppard, Director of Information Technology
MEETING DATE: July 15, 2013

Recommendation:

The Information Technology department supports the recommendation of the Treasurer's Office for City Council to authorize payment to BS&A for the purchase of the Utility Billing software. The BS&A Utility Billing software provides complete, customizable billing and tracking for a variety of utility account types. Process managers simplify complex tasks into efficient step-by-step operations.

Sustainability Criteria:

Environmental Quality - Approval of this bid does not significantly impact environmental quality.

Social Equity - The Treasurer's Office has been utilizing New World Utility Billing software for approximately six years and continues to be unsuccessful in getting issues addressed and problems resolved. The BS&A Utility Billing software will streamline current processes and allow for more efficient processing.

Economic Strength - The BS&A Utility Billing software will provide an efficient method for utility billing, integrates with other BS&A software and will allow staff the ability to more effectively serve the public.

Discussion:

The proposal submitted by BS&A (dated March 13, 2013) for the City of Wyoming has been reviewed by IT personnel and does not pose any issues. The Information Technology department will continue to participate in meetings with BS&A and the Treasurer's Office to discuss and address all aspects associated with the conversion and implementation process.

Budget Impact:

Funding for the purchase of the BS&A Utility Billing software is addressed in the staff report by Andrea Boot, Treasurer's Office.

End of Report.

Proposal for Software and Services, Presented to...

City of Wyoming, Kent County MI

March 13, 2013

Quoted by: Dan J. Burns, CPA



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

BS&A Software
14965 Abbey Lane Bath MI 48808
(855) BSA-SOFT / fax (517) 641-8960
bsasoftware.com

Contents

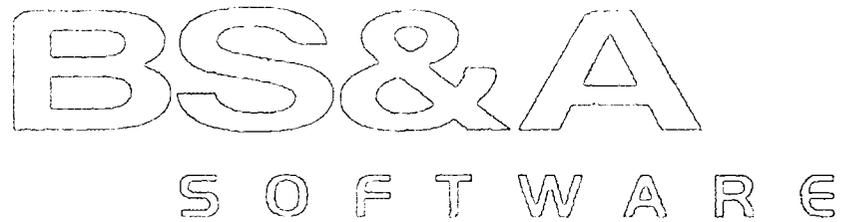
Please return all pages, retaining a copy for your records.

Cost Summary; Totals.....	3, 4, 5
Annual Service Fees.....	6
Optional Items.....	7
Acceptance.....	8
Contact Information.....	9, 10

Attachments

Please retain for your records.

Hardware Requirements
SQL Server Pricing



Cost Summary

Application and Annual Service Fee prices based on an approximate utility customer count of 22,000. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

Applications, New Purchase

Utility Billing .NET	\$42,900
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Data Conversions

Convert existing New World Systems .NET data to BS&A format:

Utility Billing	\$30,100
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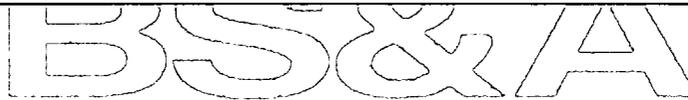
Customizations

Lockbox Import (2 @ \$2,000 each)	\$4,000
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OCR	\$1,000
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AMR Import/Export	TBD
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Subtotal	\$5,000
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Implementation and Project Management

Services include:

- Analyzing customer processes to ensure all critical components are addressed
- Creating and managing the project schedule in accordance with the customer's existing processes and needs
- Providing a central contact between the customer project leaders, developers, trainers, IT staff, and other resources required throughout the transition period
- Coordinating and/or performing data extractions necessary for both testing and final conversions
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements
- Testing and reviewing converted data

\$6,600

Software Setup/On-Site Implementation

- *The first day the trainer is on-site, they will be focused on finalizing the implementation process and initial software setup. Training on the software is not planned for this day. Software setup/on-site implementation includes:*
 - *setting up user and user security rights for each application*
 - *modifying the custom settings in each application to fit the needs of the customer*
 - *setting up application integration and workflow methods*
 - *onsite verification of converted data for balancing and auditing purposes*

Days: 1

\$1,100

Training

- *\$1,100/day*
- *Days quoted are estimates; you are billed for actual days used*

Utility Billing .NET

Days: 20

\$22,000

BS&A
SOFTWARE

Cost Totals

Not including Annual Service Fees or Travel Expenses

Applications	\$42,900
Data Conversions	\$30,100
Customizations	\$5,000
Implementation and Project Management	\$6,600
Software Setup/On-Site Implementation	\$1,100
Training	\$22,000

Total Proposed **\$107,700**

Travel Expenses

Travel expenses included with Software Setup and Training

No charge



Annual Service Fees, New Purchases

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

Utility Billing .NET \$8,580



Optional Item(s)

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- ˘ custom payment import/lock box import
- ˘ custom OCR scan-line
- ˘ custom journal export to an outside accounting system
- ˘ custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.



Acceptance

Signature constitutes...

1. An order for products and services as quoted
Quoted prices do not include Program Customization or training beyond the estimated number of days
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

Signature

Date

APPROVED AS TO FORM:

Paul Burns
BS&A

BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: dburns@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.

Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

Key Contact for Implementation and Project Management

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

Support Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

Program Update Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

Continued on the next page...

Questions? Please call Dan J. Burns, CPA at (855) 272-7638 or email dburns@bsasoftware.com

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Prices good for a period of 90 days from date on quote

Contact Information, continued

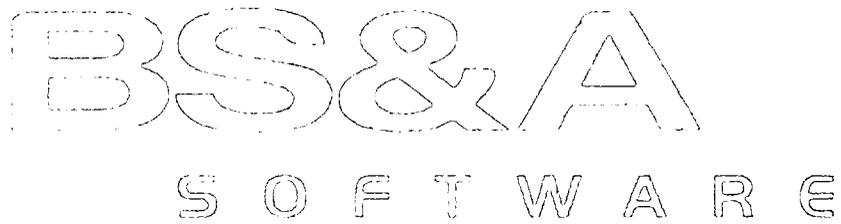
IT Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT FOR
INSTALLATION & REPAIR OF A CARD READER SECURITY SYSTEM

WHEREAS:

1. As detailed in the attached Staff Report from the Assistant Director of Public Works, Midstate Security furnished and installed a card reader security system in the amount of \$8,050.00.
2. Repairs to the existing system were also needed and Midstate Security completed the work for \$1,700 bringing the total project cost to \$9,750.00
3. Sufficient funds for the installation & repair of the card reader security system are available in the Motor Pool Building Repairs and Maintenance account number 661-441-58300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize payment to Midstate Security for the installation & repair of a card reader security system in the total amount of \$9,750.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

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

ATTACHMENTS:

Staff Report
Quotations

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: July 9, 2013

SUBJECT: Authorization of Payment, Card Reader System

FROM: W. Scott Zastrow, Assistant Director of Public Works

Date of Meeting: July 15, 2013

RECOMMENDATION

It is recommended that the City Council authorize the payment of \$9,750 to Midstate Security for the installation and repair of the Public Works card reader security system.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The use of the card reader security system reduces the need for staff to have the Public Works Dutyman unlock and lock the facility.

Social Equity

The card reader security system allows the City to provide the same high quality of service to all the residents without regard to income level or socio-economic status.

Economic Strength

The card reader security system increases the Public Works Department's efficiency thereby reducing the overall cost of the Public Works operations insuring the City's economic vitality.

DISCUSSION

The card reader security system was installed in the Public Work building approximately seven years ago. The system is utilized to allow the staff to enter the building and maintain the building's security passively. When the system was installed, the outside storage buildings were not originally made a part of the system for cost saving reasons. In order to maintain the security of one of the storage buildings, the system needed to be expanded to incorporate the building.

Midstate Security was hired to furnish and install the equipment necessary to add the storage building to the system. The original quote for the work was \$8,050. Unfortunately while the work was being completed, Midstate Security discovered some problems with the existing system. In order to complete the new installation the unknown problems were repaired for an additional \$1,700, which brought the total cost of the work to \$9,750.

BUDGET IMPACT

Sufficient funds are available in the Motor Pool Fund, Building, Repairs and Maintenance account 661 441 58300 930.000 (FY 2013).

Midstate Security

5975 Crossroads Commerce SW • Wyoming, MI 49519 Invoice No: 334370-1
 616-257-1100 • 800-955-1317 • Fax 616-257-1101

- CITY OF WYOMING - DPW
- 2660 BURLINGAME SW
- WYOMING, MI 49509

Date: 04/26/2013
 P.O. No: 58300
 Job No: MI14175
 Terms: NET 15

DESCRIPTION	AMOUNT	TOTAL
PROVIDED SALE AND INSTALLATION OF EQUIPMENT FOR DSX EXPANSION WORK PERFORMED AT CITY OF WYOMING - DPW BUILDING		
TOTAL DUE		8050.00

Batch #: 2013-00002793
 Inv #: 334370-1



66144158300 930.00
 \$ 61413
 SERVICE, INSTALL ADDITIONAL SER. KEY
 PMS

THIS INVOICE MAY INCLUDE A FUEL SURCHARGE
 PAST DUE INVOICES ARE SUBJECT TO A 1-1/2% MONTHLY SERVICE CHARGE (ANNUAL RATE 18%)

Please remit to: 5975 Crossroads Commerce SW • Wyoming, MI 49519

Midstate Security

5975 Crossroads Commerce SW • Wyoming, MI 49519 Customer No: WYO6465
 616-257-1100 • 800-955-1317 • Fax 616-257-1101 Invoice No: 334370-1
 Invoice Date: 04/26/2013
 Job No: MI14175

WE ACCEPT MASTERCARD AND VISA

Master Card VISA

Name On Card (Please Print)

Signature _____ Date _____

Card Exp. Date: _____

Total Amount Due: 8,050.00

Amount Remitted: _____

Midstate Security

5975 Crossroads Commerce SW • Wyoming, MI 49519 Invoice No:
616-257-1100 • 800-955-1317 • Fax 616-257-1101

334370-2

- CITY OF WYOMING - DPW
- 2660 BURLINGAME SW
- WYOMING, MI 49509

Date: 04/26/2013
P.O. No: 58300
Job No: MI14175
Terms: NET 15

DESCRIPTION	AMOUNT	TOTAL
PROVIDED SALE AND INSTALLATION OF EQUIPMENT FOR DSX EXPANSION		
APPLICATION # 2 - ADDITIONAL WORK		
WIN DSX UPGRADE \$ 275.00		
INTERIOR GARAGE DOOR CARD READER \$ 1425.00		
WORK PERFORMED AT CITY OF WYOMING - DPW BUILDING		
TOTAL DUE		1700.00

66144158300930.00
Security System Rest 6/4/13 J

Batch #: 2013-00002793
Inv #: 334370-2



THIS INVOICE MAY INCLUDE A FUEL SURCHARGE
PAST DUE INVOICES ARE SUBJECT TO A 1-1/2% MONTHLY SERVICE CHARGE (ANNUAL RATE 18%)

Please remit to: 5975 Crossroads Commerce SW • Wyoming, MI 49519

Midstate Security

5975 Crossroads Commerce SW • Wyoming, MI 49519 Customer No: WYO6465
616-257-1100 • 800-955-1317 • Fax 616-257-1101 Invoice No: 334370-2
Invoice Date: 04/26/2013
Job No: MI14175

WE ACCEPT MASTERCARD AND VISA

Master Card VISA

Name On Card (Please Print)

Signature _____ Date _____

Card Exp. Date: _____

Total Amount Due: 1700.00

Amount Remitted: _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF TWENTY-THREE VEHICLES

WHEREAS:

1. As detailed in the attached Staff Report from the Assistant Director of Public Works, it is recommended the City purchase twenty-three vehicles from Snethkamp Dodge, Spartan Distributors, West Michigan International and Signature Ford using the State of Michigan MiDeal purchase program and the Macomb County bid prices as indicated on the attached summary.
2. Funds for the purchase of the vehicles are available in the Motor Pool Capital Outlay Account 662-441-58500-985000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase of the twenty-three vehicles from Snethkamp Dodge, Spartan Distributors, West Michigan International and Signature Ford in the total amount of \$634,290.61.
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 July 15, 2013.

ATTACHMENTS:
Staff Report
Summary

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: July 9, 2013

SUBJECT: Award of Bid, Vehicle Replacement

FROM: William S. Zastrow, Assistant Director of Public Works

Date of Meeting: July 15, 2013

RECOMMENDATION

It is recommended that the City Council award the purchase of twenty-three vehicles through the State of Michigan's MiDeal purchasing program and Macomb County contracts for \$634,290.61.

SUSTAINABILITY CRITERIA

Environmental Quality

Wyoming is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. In order to continue to protect the environment and the public, Wyoming needs to purchase new equipment to replace older equipment which has exceeded its life expectancy. The new equipment meets the latest environmental Tier 4 requirements and emissions standards reducing the impact of emissions on the environment and reducing fuel consumption.

Social Equity

The replacement of equipment will allow the City of Wyoming to continue to provide high quality service to all residents without regard to income level or socio-economic status.

Economic Strength

The replacement equipment allows the City of Wyoming to take advantage of increased warranty programs, higher quality equipment with reduced maintenance costs and equipment down time. We are purchasing equipment that through design is more fuel efficient and ergonomically designed reducing injuries to our work force.

DISCUSSION

To purchase vehicles and equipment, the Motor Pool group utilizes cooperative purchasing agreements where possible. The cooperative purchasing programs save time and expenses. The Snethkamp Dodge, Spartan Distributors, and West Michigan International purchases will all be made through the State of Michigan's MiDeal purchasing program. The Signature Ford purchases will be under an extension of the Macomb County bid.

The cost for replacing the twenty-three vehicles is \$634,290.61.

BUDGET IMPACT

Sufficient funds are available in the Motor Pool Capital Outlay Account 662 441 58500 985000.

2012-13 Motor Pool Depreciation Reserve Summary

	<u>Service Date</u>	<u>Mileage/Hours at Replacement</u>	<u>Reason for Replacement</u>	<u>Budget Amount</u>	<u>Purchase Price</u>	<u>Dealership</u>
Police Cruisers						
Unit 001	Jan-08	170,000 mi	Mileage	37,000	33,853.25	Signature Ford
Unit 008	Mar-10	90,000 mi	Mileage	28,000	23,297.43	Snethkamp Dodge
Unit 009	Apr-09	95,000 mi	Mileage	28,000	23,297.43	Snethkamp Dodge
Unit 025	Nov-07	110,000 mi	Mileage	28,000	23,297.43	Snethkamp Dodge
Unit 051	Jul-13	85,000 mi	Mileage	28,000	23,297.43	Snethkamp Dodge
Unit 054	Apr-08	150,000 mi	Mileage	37,000	33,853.25	Signature Ford
Unit 056	Nov-09	95,000 mi	Mileage	28,000	23,297.43	Snethkamp Dodge
Unit 088	Oct-09	85,000 mi	Mileage	28,000	29,373.00	Signature Ford
Unit 089	Mar-10	90,000 mi	Mileage	28,000	29,373.00	Signature Ford
Automobile						
Unit 184	Jan-06	45,000 mi	Maintenance	18,000	18,281.00	Signature Ford
Unit 186	Jan-06	40,000 mi	Maintenance	18,000	18,281.00	Signature Ford
Unit 188	Jan-06	50,000 mi	Maintenance	18,000	18,281.00	Signature Ford
Pickup						
Unit 274	Jan-05	60000 mi	Maintenance	33,000	30,420.00	Signature Ford
Unit 275	Oct-05	55,000 mi	Maintenance	21,000	18,281.00	Signature Ford
Unit 276	Sep-05	45,000 mi	Maintenance	21,000	18,281.00	Signature Ford
Unit 278	Sep-05	55,000 mi	Maintenance	21,000	18,281.00	Signature Ford
Unit 279	Sep-05	35,000 mi	Maintenance	21,000	18,281.00	Signature Ford
Unit 283	Nov-05	90,000 mi	Mileage	23,000	18,148.00	Signature Ford
Unit 286	Dec-05	45,000 mi	Maintenance	25,000	36,496.00	Signature Ford
Unit 398	Nov-05	25000 mi	Maintenance	26,000	20,812.00	Signature Ford
Mowers						
Unit 785	May-04	2000 hours	Hours	51,000	54,671.18	Spartan Dist
Unit 794	Aug-05	1500 hours	Hours	19,000	20,593.80	Spartan Dist
Cab and Chassis, Class 8						
Unit 529	Jan-00	51,500	Maintenance	85,000	82,242.98	West MI Int.
				670,000	634,290.61	

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION
FOR THE UPGRADE OF TWO GENERATORS
AT THE WATER TREATMENT PLANT

WHEREAS:

1. As detailed in the attached Staff Report from the Water Treatment Plant Superintendent, two emergency generators located at the Water Treatment Plant require modifications to meet new Environmental Protection Agency rules.
2. Cummins Bridgeway LLC, the generator supplier, has provided the City with a quotation to complete upgrade of two generators in the total amount of \$194,783.00.
3. Sufficient funds exist in the Water Fund account number 591-591-57300-986954.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the quotation from Cummins Bridgeway LLC to upgrade two generators in the total amount of \$194,783.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2013.

ATTACHMENTS:
Staff Report
Quotation #241012

Heidi A. Isakson, Wyoming City Clerk

STAFF REPORT

Date: July 1, 2013
Subject: Water Treatment Plant Generator Upgrades
From: Gerald Caron, Superintendent
Meeting Date: July 15, 2013

Recommendation:

It is recommended that the City Council authorize Cummins Bridgeway, LLC, to perform upgrades to the two standby generators at the Water Treatment Plant as described in their Quote #241012. The total cost for the upgrades and compliance testing is \$194,783.00.

Sustainability Criteria:

Environmental Quality – The changes proposed to the two generators are needed to comply with the latest EPA National Emission Standards for Hazardous Air Pollutants.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social economic status. All residents enjoy access to services provided by our water and waste water utilities.

Economic Strength – The modification will allow the water plant to continue to operate the generators for minimizing peak period electricity use thus allowing Wyoming to save on electrical costs resulting in better rates for our customers.

Discussion:

In 2004, two 2.5 Mw generators (5 Mw) were installed and placed in operation at the Wyoming Water Treatment Plant. These generators have been used for both emergency power and peak power load management. On January 30, 2013, the Environmental Protection Agency (EPA) issued their new rules regarding national emission standards for hazardous air pollutants for internal combustion engines. Under these new rules, Wyoming must make modifications to the two generators in order to continue to use them for power management and other non-emergency use. The rules require compliance by May of 2013. However, on April 12, 2013, Wyoming received a letter granting an extension until May of 2014.

In early February, Wyoming contacted a representative from the generator supplier, Cummins Bridgeway, to get a proposal to bring the two generators into compliance with the new EPA rules. Four months later, Wyoming received a formal proposal from Cummins Bridgeway, LLC, for the proposed compliance and controller upgrades. The cost, including a \$17,000.00 allowance for EPA emissions verification following the engine modifications, is \$194,783.00. It is important to note that \$92,850.00 of the cost is engine and controller maintenance work. The cost to meet the new EPA regulation and maintain compliance is \$101,933.00.

During a typical year Wyoming can save in excess of \$35,000.00 by utilizing the generators to reduce our monthly peak load. The opportunities for savings are usually in June, July, and August. The resulting payback for the compliance modifications should be within two to three years of operations under the current rate structure.

In conclusion, I recommend that the City Council authorize Cummins Bridgeway, LLC, to perform the upgrades to the generators as specified in their quote #241012 for a cost of \$194,783.00. Adequate funds are budgeted in the Water Fund, account 591-591-57300-986.954.

cc: B. Dooley

Cummins Bridgeway LLC
3175 Clay Ave SW
Grand Rapids, MI 4958

Johnson Matthey Stationary Emissions Control LLC
900 Forge Avenue, Suite 100
Audubon, PA 19403-2305
T:484-320-2136; F:484-320-2152



Johnson Matthey
Catalysts

C O N F I D E N T I A L

City of Wyoming – D K Shine Water Plant

Quote Date 6/26/2013

Quote Reference # 241012



P R I C E Q U O T A T I O N

RICE NESHAP CO Emissions Catalytic Converter for two (2)
Cummins QSK78-G6 Engines for City of Wyoming

CONFIDENTIAL

Mr. Rick Velderman

Mr. Gerald Caron

**Water Plant
16700 New Holland Street
Holland, MI 49424**

Proposal Submitted
By



Johnson Matthey
Catalysts

and

**Cummins Bridgeway, LLC
3715 Clay Avenue SW
Grand Rapids, MI 49548**

David Lyngklip

February 27, 2013



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1. DESIGN PARAMETERS

The following conditions were used to design the RICE NESHAP CO reduction catalytic converters:

Table 1. Design Parameters

Engine	Cummins QSK78-G6
Application	Diesel Engine Generators
Catalyst Model Number	Johnson Matthey Special Modulex MB80 HAPS SIEO
Horsepower, bhp	3,740
RPM	1,800
Operating Hours per Year	Unknown
Number of Converter Systems	Two (2)
Type of Fuel	Ultra-Low Sulfur Diesel
Design Exhaust Flow Rate, (acfm)	18,465
Design Exhaust Temperature, °F	845
Expected catalytic converter pressure drop inches W.C.	8 to 10 (*)

(*) The preliminary catalytic converter pressure drop is measured from the inlet flange to the outlet flange of the converter. The pressure drop will be confirmed upon completion of the converter modeling

Table 2. Emissions Data

Engine	Catalyst Inlet CO Concentration	Catalyst Outlet CO Concentration	CO Conversion Efficiency
Cummins QSK78-G6	0.41 g/bhp-hr	0.12 g/bhp-hr	70% conversion or 23 ppmvd @15% O ₂ , whichever is least stringent

Johnson Matthey has calculated the appropriate catalyst volume and required equipment based on the above design parameters. If actual operating conditions vary from above conditions more catalyst might be required for the system to achieve desired reduction efficiencies. For this reason all operating conditions must be closely reviewed as different conditions will void the warranty.

The equipment outlined below will be supplied to perform the duties as specified in the Design Parameters section.

2. EQUIPMENT DESCRIPTION



2.1 Catalyst Housing

The special Modulex catalyst housing will be fabricated from carbon steel and painted with high temperature resistant black paint. Please refer to the attached drawing 503386 for the dimensions and approximate weight of the converter.

2.2 Oxidation Catalyst

One (1) X-80 oxidation catalyst on a stainless steel metal monolith of 200 cells / square will be provided with the housing that is described above. The oxidation catalyst will be of a noble metal type in a round configuration.

2.3 Continuous Parametric Monitoring System (CPMS)

The Johnson Matthey HAPGuard® is fully compliant with the RICE NESHAP rule. This CPMS will monitor the catalyst inlet temperature and the differential pressure drop across the catalyst. Data logging occurs in 5 minute intervals and is stored for up to 3 years. There are settings that need to be configured during start-up, and these include: real-time clock, initial differential pressure, high pressure alarm, and lean or rich burn designation. Alarms include: high pressure, high temperature, 4-hour rolling average temperature, and differential pressure. Power supply is to be 120 VAC or 24 VDC, and the graphic display LCD illumination is backlight. Pressure transducers are included inside the HAPGuard® which eliminates the need for a separate differential pressure transmitters. The inlet thermocouple, and twenty-five (25) feet of thermocouple wire and twenty-five (25) feet of the inlet and outlet pressure sensing tubing are included. These lines are to be run directly from the connections on the converter to the HAPGuard® module. Per the RICE NESHAP Rule, one (1) CPMS is required for each catalytic converter.

2.4 Operation and Maintenance Manuals

Included with each catalytic converter are two (2) copies of the operation and maintenance manual for the system.



3. EXCLUSIONS

The following items are not included in this proposal:

- All piping and connection hardware, including but not limited to nuts, bolts, washers, gaskets, mating flanges, and expansion joints
- All support steel, brackets, etc.
- Foundations
- Drainage
- Sales / use taxes
- Installation of the quoted equipment
- Installation of Pressure Relief Device
- Installation of Open Crankcase Kits
- Third Party Testing

4. BUDGET PRICING

Johnson Matthey proposes to supply the items as detailed in Section 2. Equipment Description to perform the duties as detailed in Section 1. Design Parameters for the prices listed below.

Table 3. Pricing information



Selection	Special Modulex MB80-HAPs
Unit Price per Converter with dished head and flange for pressure relief device.	\$20,242.00 USD
Unit price per CPMS (Monitor) 120 VAC or 24 VDC.	\$3,167.00 USD
Adder for one (1) 18x20 transition at outlet of converter (includes gasket and hardware to bolt transition to converter)	\$1,670.00 USD
Racor Open Crankcase Ventilation Kits – includes hoses and clamps.	\$5,625.00 USD
Total Price for Two (2) Converters + CPMS + Transition Pieces + OCV's + Freight.	\$61,408.00 USD Total Equipment Cost
Installation of catalysts & Exhaust Piping	\$ 22,125.00
Replace Leaking V-Plate Gaskets Gen #1	\$ 16,400.00
Upgrade Existing Digital Master Control System for the Emergency Generator System. Ref Quote 193728 Dated 2/7/2013	\$ 76,450.00
Freights Costs	\$ 1,400.00
Total Cost Exhaust Upgrade, Coolant leak repair, Digital Master Control Upgrade	\$ 177,783.00
Allowance for EPA Testing	\$ 17,000.00
Payment Terms	Net 30 days
Quote Validity	30 days

4.1 Terms and Conditions

Johnson Matthey standard terms and conditions apply. Please refer to Appendix A and B for more details.

5. WARRANTY

The warranty for the catalyst supplied by Johnson Matthey is 24 months from date of shipment or 16,000 operating hours, whichever occurs first. The warranty for the HAPGuard monitor is 18 months from date of shipment or 12 months from date of operation, whichever occurs first. Please refer to the appendices for more details.



APPENDIX A. JOHNSON MATTHEY GENERAL TERMS AND CONDITIONS

- 1) **Acceptance:** Acceptance is limited to the terms stated herein, and any additional or different terms are hereby rejected unless expressly asserted to in writing by Johnson Matthey Stationary Emissions Control LLC ("JMI"). All contracts made by JMI shall be deemed to have been made at Wayne, PA and shall be interpreted solely under Pennsylvania laws without reference to its conflict of laws principles and Purchaser's assent to these terms and conditions shall be conclusively presumed from Purchaser's receipt of JMI's acknowledgement without prompt written objection thereto or from Purchaser's acceptance of all or any part of the goods or services ordered. Any reference to Purchaser's order noted herein shall not affect or limit the applicability of these terms and conditions.
- 2) **Taxes:** Any present or future duty, sales, use, excise or other taxes, whether Federal, state or local, applicable to this transaction are not included in the price herein stated and when due shall be paid by the Purchaser without cost or charge to JMI, Purchaser shall supply JMI with any sales or use tax exemption or resale certificates prior to shipment.
- 3) **Cancellation:** Acceptance of Purchaser's order shall be binding on the parties and cancellation, rescission, suspension, or modifications will be accepted only upon terms that will indemnify JMI against all losses and damages, and provide JMI with the profit that JMI would have earned on the sale of the product if Purchaser had not canceled, rescinded, suspended or modified its order.
- 4) **Title and Risk of Loss to Product:** Title and risk of loss or of damage to product shall pass to Purchaser upon delivery of the product to the common carrier. The responsibility of JMI as to damage to product in transit ceases upon delivery of the product in good order to common carrier at point of shipment. Purchaser agrees to accurately check shipment when it arrives at destination and to file immediate claim within ten (10) days with local carrier agent for any shortages or damage and to immediately so advise JMI in writing. No product is to be returned to JMI for any reason without JMI's written permission.
- 5) **Changes:** No change in an order shall have any force, effect or validity whatsoever except with JMI's written consent, and under conditions which will indemnify JMI for costs of such changes. Detailed descriptions of changes must be submitted to JMI by the Purchaser in writing.
- 6) **Tolerances:** Unless otherwise stated, commercial tolerances, usually applicable to the product, shall apply.
- 7) **Excusable Delays:** Original agreed upon times are not deemed of the essence of an accepted order and reasonable variations from originally agreed upon times will be accepted by Purchaser. JMI shall not be liable in any way for any delay due to strikes, differences with workers, accidents to the machinery, delays of carriers, fires, acts of God or a public enemy, or other causes of delay beyond its reasonable control. If the Purchaser delays shipment, payments are to be made as though shipment had been made as specified and the product shall be at Purchaser's risk and subject to reasonable storage charges. The original delivery date will also be directly extended by any delays due to awaiting drawing approval, temporary work suspension requests, permitted changes by the Purchaser, or delay or defect in supply of raw materials to be provided by Purchaser.
- 8) **Security Interest:** Purchaser grants to JMI a continuing lien on and first priority security interest in all right, title and interest of Purchaser in and to the product purchased by Purchaser hereby (the "Collateral"); provided, however, that JMI's security interest in product purchased hereunder shall terminate upon full payment of the purchase price and related charges therefore. Notwithstanding any other provision of this Agreement, if Purchaser breaches this Agreement, JMI shall be entitled to foreclose on the Collateral and shall have all remedies available to secured parties under the Uniform Commercial Code. Purchaser authorizes and empowers JMI to execute on behalf of Purchaser and to file such financing and continuation statements as JMI deems appropriate to perfect its security interest in the Collateral, and to notify Purchaser's creditors of JMI's security interest.
- 9) **Refusal to Accept Delivery:** Accepted orders are for shipment as soon as manufactured, and are not subject to suspension or to deferred shipments, except with JMI's written consent upon terms which will indemnify JMI for all loss or damages arising therefrom.
- 10) **Patent Liability:** The Purchaser assumes and will bear the expense of, and will hold JMI harmless from and against, any suit, claim, or damages (including costs, expenses and reasonable attorneys' fees) incurred by JMI arising from or out of any patent liability for goods manufactured to Purchaser's design or specification, or specially designed by JMI to meet Purchaser's requirements, or for actual or alleged infringement of any U.S. or foreign patent because of use of equipment in Purchaser's installation.
- 11) **Limited Warranty:** Subject to the design parameters stated in the proposal, JMI warrants title and that all products sold hereunder shall conform to the JMI's standard specifications for the products, subject to reasonable manufacturing tolerances, for the period stated in the Warranty Section of the proposal. All products delivered hereunder shall be produced in compliance with the Fair Labor Standards Act of 1938 as amended. THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY AND JMI MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCTS, whether used alone or in combination with other substances. Any suggestions made by JMI concerning uses or applications of said products reflect JMI's opinion only and JMI makes no warranty of results to be obtained. This warranty does not extend to the process of manufacture nor to the quality of any other components, processes, facilities or equipment which are not supplied by JMI and in connection with which the product is to be used, and the Purchaser shall hold JMI harmless from and against any suit, claim or damage, arising from or out of the use of this product. JMI shall not be responsible for work done, material furnished or repairs made by others unless agreed to in writing, and reserves the right of doing or supervising any necessary repair work incident to putting products in proper operation. Purchaser agrees to use reasonable care in the operation and maintenance of products provided in accordance with instructions furnished by JMI. Standard components, such as compressors, motors, instruments, etc. which are an integral part of the products, will be guaranteed to the extent of the warranty offered by that manufacturer.
- 12) **Limitation of Liability:** Within ten days after receipt of each shipment of products sold hereunder, Purchaser shall examine such products for any damage, defects or shortage. All claims, including for alleged damaged or defective products, shortage or non-deliverance of products, negligence or any other cause whatsoever, which could have been discovered by such inspection shall be deemed waived unless made in writing and received by JMI within thirty days after Purchaser's receipt of the products. Failure of Purchaser to give notice of any claim within such time period shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have been discovered or whether processing, use or resale of the product shall have taken place. JMI's determination of the validity of any claimed defect shall be conclusive and binding on Purchaser. PURCHASER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES AND JMI'S TOTAL, COMPLETE AND EXCLUSIVE LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ELECTION OF JMI, THE REPAIR OR REPLACEMENT OF SUCH PRODUCTS. JMI shall not be liable for, and Purchaser assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the products. IN NO EVENT SHALL JMI BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER PURCHASER'S CLAIM IS IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. Transportation charges for the return of products shall not be paid unless authorized in advance by JMI. JMI shall not indemnify nor be liable to Purchaser, Purchaser's assigns, successors, purchases, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment which are not supplied by JMI.
- 13) **Use of Product:** Purchaser acknowledges and agrees that, with respect to products sold to Purchaser hereunder, Purchaser shall have the sole responsibility to properly install and operate the product and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Purchaser further acknowledges and agrees that JMI shall have no responsibility at any time with respect to the foregoing, and agrees to indemnify, defend and hold JMI harmless from and against any and all losses, claims, liabilities and damages (including costs, expenses and reasonable attorneys' fees) incurred by JMI, resulting from any violation by Purchaser of the section.
- 14) **Confidential Information:** For purposes hereof, "Confidential Information" shall include the manufacturing engineering, technical, business financial and other nonpublic information relating to the technology or business of JMI, and other non-public information developed for or learned by Purchaser from JMI in connection with JMI's performance hereunder. For a period of five (5) years from the disclosure of Confidential Information to JMI, Purchaser shall (i) maintain in confidence and not disclose Confidential Information to any third persons, (ii) not duplicate or publish any Confidential Information, and (iii) use Confidential Information only for the purposes authorized herein. JMI shall be entitled to enforce its rights hereunder by all available legal and equitable remedies, including, without limitation, the right to obtain an injunction.
- 15) **Terms of Payment:** Unless stated differently, the terms of payment are as stated in the Pricing section of this document. If the Purchaser becomes delinquent in payments to JMI then JMI has the right, in addition to any other remedy to which it may be entitled in law or equity, to: (i) cancel the sales order, (ii) refuse to make further deliveries, (iii) declare due and payable immediately all unpaid amounts for goods previously delivered to the Purchaser and/or in process, and/or (iv) subject all claims for money or goods due or to become due from JMI or its affiliates to deduction or setoff against any counterclaim of JMI or its affiliates arising out of this order or any other order. Purchaser acknowledges that its business dealings with JMI or its affiliates constitute a single continuous transaction, notwithstanding the issuance of separate purchase orders, acknowledgements or similar documents from time to time.



16) Entirety of Agreement: The terms and conditions contained herein, constitute the entire agreement between JMI and the Purchaser and shall supersede all previous communications, representations or agreements either verbal or written with respect to the subject matter described. No alteration or modification of these terms and conditions shall have any force, effect or validity whatsoever unless it shall be in writing signed by JMI and shall state that it is intended to be effective as such alteration or modification.

APPENDIX B. APPENDIX B: WARRANTY & LIMITATION OF REMEDY & LIABILITY AS APPLIED TO OXIDATION CATALYST

- 1) Johnson Matthey Stationary Emissions Control LLC (JMI), strictly for the period stated, warrants subject to all terms and conditions herein, that the catalyst furnished hereunder, when operated in accordance with the conditions stated in the Design Parameters section of this proposal, shall provide minimum contaminant removal/destruction efficiency or not exceed maximum allowable unconverted contaminant concentration in the stack gas, whichever is less stringent. Any other performance curves submitted are for the Buyer's convenience and the performance indicated thereon is not offered by JMI, nor to be construed by the Buyer as a proposal or contract obligation. The term "contaminant removal/destruction efficiency" shall be defined:

$$\frac{[CO]_{in} - [CO]_{out}}{[CO]_{in}} \times 100\%$$

A similar definition is used to define hydrocarbon removal/destruction efficiency. Performance tests, if required, will be conducted at Purchaser's expense.

Evidence of noncompliance, including catalyst performance test data shall be submitted promptly in writing by Buyers to JMI, JMI reserves the right within 30 days notice of noncompliance, with proper notice to Buyer, to perform any analytical measurements for the purpose of determining compliance or noncompliance with performance and operating conditions. Failure of Buyer to meet any conditions set forth in this paragraph shall relieve JMI of any responsibility under this warranty.

- 2) In the event the catalyst fails to perform as described in Paragraph 1 above, JMI shall have the option of either:

- Replacing FOB shipping point, the non-performing catalyst.
- Providing FOB shipping point, additional catalyst.
- Make whatever repairs or modifications to the catalyst configuration it considers necessary to enable the catalyst to meet guarantees. The cost of providing such modifications, including materials, labor and engineering shall be borne by JMI. Costs of installing modifications shall be borne by Buyer.

Refund purchase price to customer in exchange for return of JM equipment

In the event JMI chooses to provide a replacement charge of catalyst, Buyer agrees to provide field installation for the new catalyst, return the original catalyst to JMI and accept replacement catalyst as fulfillment of all obligations borne by JMI and agrees to make no further demands.

For the avoidance of doubt, the election by JMI of any of the above remedies shall not extend the warranty period.

- The maximum liability of JMI under this warranty shall not exceed the purchase price. JMI, in no event shall be liable for production losses or indirect or consequential damages resulting from failure to meet warranty.
- The warranty period is set forth in this proposal. The equipment supplied is similarly warranted for its materials and workmanship. Buyer agrees to promptly notify JMI, in writing, as to the date of initial start-up. Failure to notify JMI voids this warranty.
-

- The following contaminants are known catalyst deactivators and contribute to shortened catalyst life; heavy and base metals such as lead, mercury, arsenic, antimony, zinc, copper, tin, iron, nickel and chrome, sulfur and phosphorous. Hence the total content of these elements(s) analyzed on the catalyst by quantitative methods must not exceed 10 grams/ft³ with the exceptions shown below in 5(c). Contaminants in excess of these amounts shall void the warranty unless failure is due solely to defects in the equipment.

- Exposure to excessive temperatures significantly reduces catalyst life. At no time shall the catalyst outlet temperature be permitted to exceed 1350°F. Normal continuous operating temperature shall not exceed 1300°F for more than 15 minutes during any 24 hour period. Exposure to temperatures exceeding these values will automatically void the warranty. It is for this reason that the use of a high temperature alarm set for 1250°F and shutdown system set for 1300°F at the catalyst outlet along with a temperature recorder is recommended.

- Chlorinated compounds in the exhaust not to exceed 10 ppm. Silicon compounds in the exhaust are not to be present. Contaminants in excess of these amounts shall void the warranty.

- Periodic cleaning of particulates, etc., may be found necessary to maintain catalyst activity. If required, this shall not be construed as evidence of catalyst non-performance. Buyer shall conduct catalyst cleaning in strict accordance with JMI procedure during warranty period.

- 6) THE LIMITED WARRANTY PROVIDED ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY OF JMI IN CONNECTION WITH THE SUPPLY OF THE JMI CATALYST SYSTEM. JMI MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. FURTHER, THE LIMITED WARRANTY SET FORTH DOES NOT APPLY TO THE RESULTS OF ACCIDENT, ABUSE, NEGLIGENCE, VANDALISM, ACT OF GOD, USE CONTRARY TO JMI'S INSTRUCTIONS OR THE TERMS AND CONDITIONS OF THIS WARRANTY, IMPROPER INSTALLATION, REPAIR, REPLACEMENT OR MODIFICATION BY ANYONE OTHER THAN JMI (EXCEPT WITH JMI'S WRITTEN APPROVAL).

- 7) The foregoing is JMI's only obligation and Buyer's exclusive remedy for breach of warranty and, except for gross negligence, willful misconduct and remedies permitted under the performance, inspection and acceptance and the patent clauses hereof, the foregoing is Buyer's exclusive remedy against Seller for all claims arising hereunder or relating hereto whether such claims are based on breach of contract, (or) (including negligence and strict liability) or other theories.

Buyer's failure to submit a claim within thirty (30) days as provided above shall specifically waive all claims based on latent defects. In no event shall Buyer be entitled to incidental or consequential damages. Any action arising hereunder or relating hereto whether based on breach of contract (or) (including negligence and strict liability) or other theories, must be commenced within one (1) year after the cause of action accrues or it shall be barred.



APPENDIX C DOCUMENTS:

- Modulex MB80 SIEO Sales Assembly Drawing 503386

ORDINANCE NO. 8-13

AN ORDINANCE TO ADD CHAPTER 15, ARTICLE I
TO THE CODE OF THE CITY OF WYOMING
ENTITLED "SPECIAL EVENTS"

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 15, Article I is hereby added to the Code of the City of Wyoming to read as follows:

ARTICLE I
SPECIAL EVENTS

Sec. 15-1. Findings of Facts.

The city council finds that the interest of the public health, safety and welfare of the citizens of the city requires the regulation, licensing and control of special events drawing upon the space, health, sanitation, fire, police, transportation, utilities and other public services regularly provided in this city or those events contrary to the provisions of applicable zoning codes.

Sec. 15-2. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Agreement means any document that is required between the applicant and the city addressing the requirements and expectations when approval is granted regarding the organization, promotion and conduct of a special event.

Applicant means any person or entity who is seeking approval to organize, promote and conduct a special event.

Application means the initial request form, submitted by the applicant, related to the request to organize, promote and conduct a special event.

Fee means any monetary charge related to the organization, promotion and conduct of a special event.

Special event (major) means any event, attended daily by 300 or more participants; all or any part of which includes entertainment, amusement, theatrical exhibition, public show, display, fundraising or other assemblages, including, but not limited to block parties, parades, musical festivals, cultural festivals, fitness events or similar gatherings. Special event (major) may also

include those events conducted over a period of greater than five (5) days, even if attendance does not exceed 300 participants daily, or if the event is deemed to have a significant potential impact to the city.

Special events (minor) means any event attended daily by less than 300 participants, and/or such activity contrary to normal provisions of allowed use or restrictions within a zoning district such as off premise temporary food vendors and/or miscellaneous retail sale of non-customary store products. Special event (minor) may also include any event that is deemed to have a significant potential impact to the city, including but not limited to, lack of available parking, impact to businesses/residents or event duration.

Special event (major or minor) does not mean:

(1) An event which is conducted or sponsored by a governmental unit or agency on public owned land.

(2) An event held entirely within the confines of a privately owned, permanently enclosed and covered structure (pursuant to compliance with existing codes and ordinances addressing the use of said structure).

Special event coordinator means that individual designated by the city as a liaison between the applicant and city departments.

Participant means any person who obtains admission to a special event.

Permit means any required approval form related to the request for and/or organization, promotion and conduct of a special event.

Sponsor means any person who assists with the organization, financing, promotion and conduct of a special event.

15-3. Violations.

It shall be unlawful for an applicant, his/her employee or agent, to knowingly:

(1) Conduct a special event without first making application and obtaining permit as defined in this article.

(2) Conduct a special event in such a manner as to create a public or private nuisance.

(3) Conduct, or allow within the special event, any obscene display, exhibition, show, play, entertainment or amusement.

(4) Allow any person on the premises to cause or create a disturbance in, around or near the special event by obscene or disorderly conduct.

Sec. 15-4. Waiver of provisions by city manager or city council.

The city manager or designee, in writing, may alter, amend or waive the provisions of this ordinance with respect to any applicant if deemed to be in the best interest of the city and the amount of waived fees would be less than \$7,500.00. The city council, by resolution, may alter, amend or waive the provisions of this ordinance with respect to any applicant if deemed to be in the best interest of the city and the amount of waived fees would be more than \$7,500.00. Requests to alter, amend or wave any provision must be in writing and provide the rationale for the waiver. All such requests shall be submitted to the city clerk sufficiently in advance of the proposed special event to allow proper consideration. The special event coordinator will evaluate the proposed waiver, including potential consultation with city departments, to provide a recommendation to the city manager or city council.

15-6. Application contents and fee.

An application for a permit to conduct a special event must be made in writing to the city clerk at least 120 days prior to a major event, and 60 days prior to a minor event. The application shall be accompanied by a non-refundable fee in an amount established by resolution of the city council. Application made without the required information will not be accepted and will result in review delays. The application shall include the following information.

Required information:

- (1) Names, mailing addresses, phone numbers and any other pertinent contact information of the applicant.
- (2) A description of the proposed special event including purposes, dates, times of operation, expected daily attendance, and method of participant admittance.
- (3) The address of the proposed location for the special event with ownership contact information. Where ownership is not vested with the applicant, an affidavit from the owner consenting to the special event shall be provided at the time of application.
- (4) Sketch plan identifying event boundaries or course, activity areas and parking.
- (5) Insurance. Applicant shall provide the city with a certificate of insurance in an amount acceptable to the city for the special event. If the special event is to be held on private property, the certificate of insurance provided to the city shall name the city as a certificate holder. If the special event is to be held on city property, applicant shall provide the city with a certificate of insurance naming the city as an additional insured and shall execute the standard indemnification

agreement as required by the city.

(6) If the applicant is proposing to sell alcoholic beverages during the event, applicant shall provide proof that applicant has obtained all required licenses or permits from the Michigan Liquor Control Commission as required for the type of special event.

Additional information may be required at some time during the application process or before a permit is issued. Special events require considerable preparation for their proper operation and to protect the public health, safety and welfare. The following provides potential areas of concern that may have to be addressed in the review and approval of the special event.

- (1) Police and fire protection.
- (2) Facility clean-up including trash and waste disposal.
- (3) Electrical and water service.
- (4) Security plan.
- (5) Access and parking control plan.
- (6) Noise control and abatement.
- (7) Lighting and illumination plan.
- (8) Signage and advertising.
- (9) Concessions and/or food and beverage items.
- (10) Vendors.
- (11) Traffic management and parking plan, including the proposed use of city streets if desired. If off-premise parking is proposed, affidavits shall be provided from the respective property owners consenting to the use of their properties.
- (12) First aid plan (including medical facilities, staffing and emergency vehicles).
- (13) Emergency plan (including event cancellation procedures).
- (14) Sanitation plan.
- (15) Communications plan.
- (16) Inclement weather procedures.
- (17) Staffing and volunteer plan.
- (18) Merchandising.
- (19) Equipment to be used (including tents, inflatable activities, tables, booths, etc...)

Sec. 15-7. Review procedures.

Upon acceptance of the application by the city clerk, the submittal package shall be forwarded to the special event coordinator. The coordinator shall distribute pertinent information to the appropriate city departments for evaluation. The coordinator shall be a liaison between the applicant and respective city departments to align city services and required permits to best implement the proposed special event. Within 30 days of filing the application, the coordinator shall conclude the review and investigation and report the findings with a recommendation for approval including any conditions of operation, or denial, to the city manager or designee. If the permit is recommended for approval, applicant will be provided with an agreement by the special event coordinator addressing all requirements, fees, additional permits and expectations related to the special event. The permit may be denied if:

- (1) The applicant fails to comply with any or all requirements of this ordinance, or with any or all conditions imposed, or with any other applicable provision of state or local law.
- (2) The applicant has knowingly made a false, misleading or fraudulent statement in the application or in any supporting documents.
- (3) For any other reason in the reasonable exercise of the city's discretion. Such reasons can include, but are not limited to; prior commitments of city services, schedule conflicts, facility capacities, prior performance of the applicant or his/her employees or agents, failure to follow city rules and regulations, lack of adequate city staff to provide support for the proposed special event, and for the protection of the city, city residents and event participants.

Appeals for reconsideration of denials may be made to the city manager or designee. Any appeal must be filed within 10 days after denial.

Sec. 15-8. Revocation.

The special event coordinator may revoke a permit whenever the applicant, an employee or agent fails, neglects or refuse to fully comply with all provisions and requirements set forth in this ordinance, any agreement entered into as part of the application process or with any other applicable provisions, regulations, ordinances, statutes or law. In the event the actions of the applicant result in a danger to the health, safety and welfare of the citizens of the city or the patrons or participants of the special events, the special events coordinator may order an immediate revocation of the permit and require immediate cessation of all activities. Appeals of the revocation may be made to the city manager or designee. Any appeal must be filed within 24 hours after notice of revocation.

Sec. 15-9. Penalty.

Violation of any provision of this Article shall be a misdemeanor punishable as provided by this Code.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2013.

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 _____, 2013.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 8-13

JRS/sak
3/12/13

ORDINANCE NO. 9-13

AN ORDINANCE TO REPEAL DIVISION 4 OF ARTICLE V
TO THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Division 4 of Article V of the Code of the City of Wyoming, entitled
“Outdoor Assemblies” is hereby repealed.

Section 2. This ordinance shall be in full force and effect on the _____ day of
_____, 2013.

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 _____, 2013.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 9-13

ORDINANCE NO. 11-13

AN ORDINANCE TO AMEND SECTION 34.110
REGULATION OF HOURS OF DISCHARGE
OF CONSUMER FIREWORKS

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 34.110 is hereby amended to read as follows:

Sec. 34.110. Regulation of Hours of Discharge of Consumer Fireworks.

The ignition, discharge or use of consumer fireworks, as authorized by Act 256 of the Public Acts of 2011 as amended, shall be subject to the following:

1. No person shall ignite, discharge or use consumer fireworks between the hours of 1:00 am and 8:00 am on New Years Day and 12:00 midnight and 8:00 am on any other national holiday as authorized by Act 256.

2. Any person who violates this section shall be subject to a civil penalty of \$250 for a first offense and \$500 for any subsequent offense.

3. A civil citation issued under this section may be issued by any sworn police officer or fire department command or supervisory personnel.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2013

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 _____, 2013.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. _____