

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 17, 2014, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Beryl Galer, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of February 3, 2014 and the Work Session of February 10, 2014
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 1. 14-02 Acceptance of a Warranty Deed and Temporary Permit for Construction for 35 – 56th Street SW (June and Donald Kosten)
- 13) Budget Amendments**
 - 1) Budget Amendment No. 41 – To Appropriate \$6,140 of Budgetary Authority to Provide Funding for Reimbursement of Expenses Incurred During Transition to Public Safety
- 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 Appreciation to Mike Rose for his Service as a Member of the Board of Directors of the Economic Development Corporation and Brownfield Redevelopment Authority of the City of Wyoming
 - b) To Appoint David Blok as a Member of the Community Development Committee for the City of Wyoming
 - c) To Set a Date for a Public Hearing on the Proposed Wyoming Community Development 2014/2015 One Year Action Plan (April 7, 2014 at 7:01 p.m.)
 - d) To Authorize Members of the City Council to Attend the Grand Valley Metro Council Quarterly Luncheon
 - e) To Approve Traffic Control Orders No. 3.02-14 and 3.03-14

15) Resolutions

- f) To Authorize the City Manager to Sign a Fireworks Delegation of Authority Agreement with the Michigan Bureau of Fire Services
- g) To Authorize the Mayor and City Clerk to Enter into a License Agreement with Pinery Park Little League

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 the Michigan Department of Transportation for the Construction of a Median Cable Barrier Along Highway I-196 Through the City of Wyoming (Budget Amendment No. 42)
- i) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Reconstruction of 44th Street from Hansen Avenue to Division Avenue
- j) To Authorize the Purchase of Traffic Signal Equipment from Carrier & Gable, Inc.
- k) To Authorize the Purchase of a Tractor Mounted Hammer
- l) For Award of Bids
 - 1. Bituminous Paving Materials
 - 2. Fire Hydrants and Hydrant Extensions
 - 3. Underground Sprinkling System Materials
 - 4. Starter Fertilizer, Grass Seed & Hydro Mulch
 - 5. Stainless Steel Couplings
 - 6. Topsoil
 - 7. Sand
 - 8. Ready Mixed Concrete

17) Ordinances

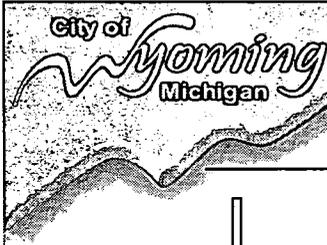
- 1-14 To Add Section 50-170 to the Code of the City of Wyoming (Begging/Soliciting) (FINAL READING)
- 2-14 To Amend Section 50-63 of the Code of the City of Wyoming (Harassing Communication) (FINAL READING)
- 4-14 To Repeal Division 2 of Article V of Chapter 14 of the Code of the City of Wyoming Entitled "Amusement Machines" (Amusement Machines) (FIRST READING)
- 5-14 To Repeal Section 90-371(21) of the Code of the City of Wyoming (Zoning Code Correction) (FIRST READING)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (Pending Litigation)

21) Adjournment



City Manager's Office

Telephone 616/530-7272

1155 - 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905

Web: www.wyomingmi.gov



February 17, 2014

- MAYOR
Jack A. Poll
- AT-LARGE COUNCILMEMBER
Sam Bolt
- AT-LARGE COUNCILMEMBER
Dan Burrill
- AT-LARGE COUNCILMEMBER
Kent Vanderwood
- 1ST WARD COUNCILMEMBER
William A. VerHulst
- 2ND WARD COUNCILMEMBER
Richard K. Pastoor
- 3RD WARD COUNCILMEMBER
Joanne M. Voorhees
- CITY MANAGER
Curtis L. Holt

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 14-02

Subject: Acceptance of a Warranty Deed and Temporary Permit for
Construction for 35 - 56th Street, SW (Kosten)

Councilmembers:

June and Donald Kosten, owners of 35 - 56th Street, SW, have submitted the following described Warranty Deed and Temporary Permit. The Warranty Deed conveys permanent right-of-way to the City of Wyoming for the additional street width required to widen Division Avenue to five lanes. The Temporary Permit will allow additional access for construction and grading purposes. The Warranty Deed and Temporary Permit areas are shown on the attached Estimate of Just Compensation drawing. Both acquisitions are for the reconstruction and widening of Division Avenue from 54th Street to 60th Street in 2015.

Grantor:	June and Donald Kosten
Parent Parcel:	41-17-36-277-009
Right-of-way Size	4,079 sf – Land Acquisition – Warranty Deed 2,400 sf – Temporary Permit
Consideration:	\$6,984.00

It is recommended that the City Council accept the attached Warranty Deed and the Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,

Curtis L. Holt
City Manager

Attachments: Warranty Deed
Temporary Permit
Estimate of Just Compensation

WARRANTY DEED

The Grantor, June Kosten, survivor of Donald Kosten (also known as Donald Lee Kosten) and June Kosten, husband and wife, as tenants by the entireties, whose death certificate is recorded in Instrument No. 20110930-0023211 of Kent County Records, whose address is 2772 Pfeiffer Woods Drive, S.E., Apt. 3201, Grand Rapids, Michigan 49512

DOES HEREBY CONVEY AND WARRANT TO

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

See Exhibit "A" attached hereto for Warranty Deed Area, Warranty Deed Legal Description and Property Legal Description

for the full consideration of Six Thousand Six Hundred Dollars and No Cents (\$6,600.00)

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

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the City of Wyoming the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288, of the Public Acts of 1967.

DATED: 1-22-14

Approved as a form:

[Signature]
Attorney for the City of Wyoming

GRANTOR:

[Signature]
June Kosten

STATE OF MICHIGAN)
)SS
COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 22nd day of January, 2014, by June Kosten, survivor of Donald Kosten and June Kosten, husband and wife, as tenants by the entireties.

SARA WEVER
Notary Public, State of Michigan
County of Kent
My Commission Expires: 12-18-2019
Acting in the County of Kent

[Signature]
Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My Commission Expires: 12-18-19

Prepared by and after recording return to:
Deborah S. Poeder
Land Matters, Ilc
0-11230 Tallmadge Woods Drive
Grand Rapids, MI 49534

Legal Description Prepared by:
Michael Manning, PS
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, MI 49504

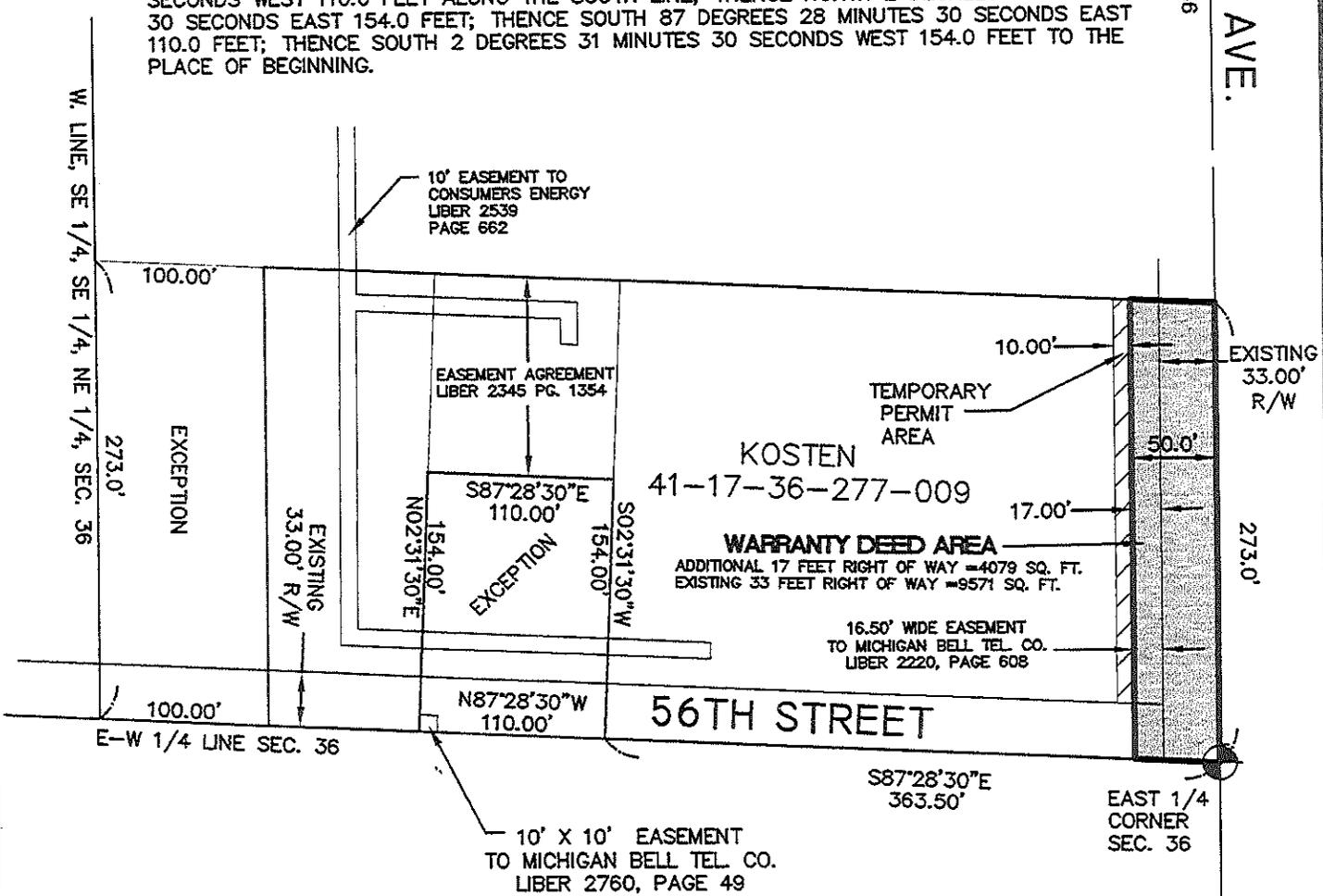
EXHIBIT A

PROPERTY LEGAL DESCRIPTION (41-17-36-277-009): THE SOUTH 273 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT THE WEST 100 FEET THEREOF, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN. FURTHER EXCEPT THEREFROM, THAT PART OF THE NORTHEAST 1/4 OF SAID SECTION 36 DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS NORTH 87 DEGREES 28 MINUTES 30 SECONDS WEST 363.50 FEET FROM THE EAST 1/4 CORNER; THENCE NORTH 87 DEGREES 28 MINUTES 30 SECONDS WEST 110.0 FEET ALONG THE SOUTH LINE; THENCE NORTH 2 DEGREES 31 MINUTES 30 SECONDS EAST 154.0 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 30 SECONDS EAST 110.0 FEET; THENCE SOUTH 2 DEGREES 31 MINUTES 30 SECONDS WEST 154.0 FEET TO THE PLACE OF BEGINNING.

WARRANTY DEED LEGAL DESCRIPTION: THE EAST 50 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

THE SOUTH 273 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT THE WEST 100 FEET THEREOF, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN. FURTHER EXCEPT THEREFROM, THAT PART OF THE NORTHEAST 1/4 OF SAID SECTION 36 DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS NORTH 87 DEGREES 28 MINUTES 30 SECONDS WEST 363.50 FEET FROM THE EAST 1/4 CORNER; THENCE NORTH 87 DEGREES 28 MINUTES 30 SECONDS WEST 110.0 FEET ALONG THE SOUTH LINE; THENCE NORTH 2 DEGREES 31 MINUTES 30 SECONDS EAST 154.0 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 30 SECONDS EAST 110.0 FEET; THENCE SOUTH 2 DEGREES 31 MINUTES 30 SECONDS WEST 154.0 FEET TO THE PLACE OF BEGINNING.

DIVISION AVE.
E. LINE SEC. 36



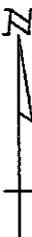
DATE: 11-21-13
PROJECT NUMBER: 13028-KOS6

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSACTION TITLE COMMITMENT-96381WMS (DATED 10-15-12)

PAGE 1 OF 1

LEGEND

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- ▨ WARRANTY DEED AREA
- ▧ TEMPORARY PERMIT AREA



SCALE: 1"=100'



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

**CITY OF WYOMING
TEMPORARY PERMIT
Parcel No. 41-17-36-277-009**

The Grantor, **June Kosten**, survivor of **Donald Kosten (also known as Donald Lee Kosten)** and **June Kosten**, husband and wife, as tenants by the entireties, whose death certificate is recorded in Instrument No. 20110930-0023211 of Kent County Records, whose address is 2772 Pfeiffer Woods Drive, S.E., Apt. 3201, Grand Rapids, Michigan 49512

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 a Temporary Permit to change existing land contours, to remove trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, and other facilities as required for the Division Avenue from 54th Street to 60th Street Reconstruction Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

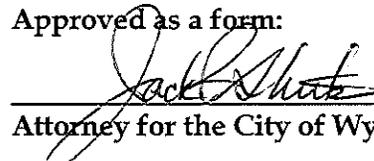
See Exhibit A attached hereto for the Temporary Permit Area, Temporary Permit Legal Description, and Property Legal Description (Parcel No. 41-17-36-277-009)

The Temporary Permit as referenced herein is granted and conveyed for the full consideration of Three Hundred Eighty Four Dollars and No Cents (\$384.00).

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Division Avenue from 54th Street to 60th Street Reconstruction Project, including restoration of the Temporary Permit Area.

IN WITNESS, WHEREOF, the undersigned have hereunto set their hand this day and year first above written.

DATED: 1-22-14

Approved as a form:


Attorney for the City of Wyoming

GRANTOR:


June Kosten

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

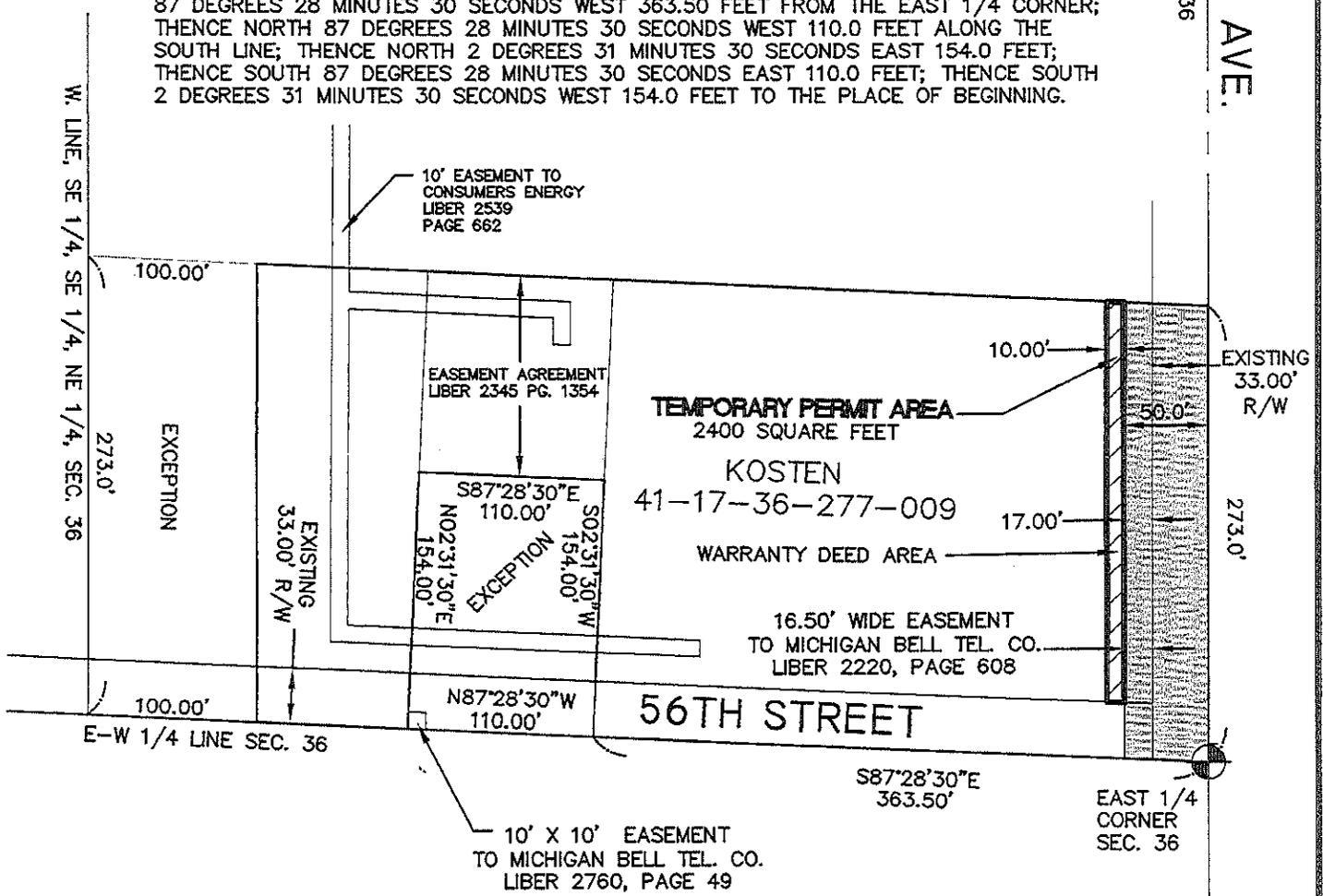
Legal Description by:
Michael Manning, P.S.
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, MI 49504

EXHIBIT A

PROPERTY LEGAL DESCRIPTION (41-17-36-277-009): THE SOUTH 273 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT THE WEST 100 FEET THEREOF, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN. FURTHER EXCEPT THEREFROM, THAT PART OF THE NORTHEAST 1/4 OF SAID SECTION 36 DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS NORTH 87 DEGREES 28 MINUTES 30 SECONDS WEST 363.50 FEET FROM THE EAST 1/4 CORNER; THENCE NORTH 87 DEGREES 28 MINUTES 30 SECONDS WEST 110.0 FEET ALONG THE SOUTH LINE; THENCE NORTH 2 DEGREES 31 MINUTES 30 SECONDS EAST 154.0 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 30 SECONDS EAST 110.0 FEET; THENCE SOUTH 2 DEGREES 31 MINUTES 30 SECONDS WEST 154.0 FEET TO THE PLACE OF BEGINNING.

TEMPORARY PERMIT LEGAL DESCRIPTION: THE WEST 10 FEET OF THE EAST 60 FEET EXCEPT THE SOUTH 33 FEET (PERPENDICULAR MEASUREMENTS) OF THE FOLLOWING DESCRIBED PARCEL:

THE SOUTH 273 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT THE WEST 100 FEET THEREOF, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN. FURTHER EXCEPT THEREFROM, THAT PART OF THE NORTHEAST 1/4 OF SAID SECTION 36 DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS NORTH 87 DEGREES 28 MINUTES 30 SECONDS WEST 363.50 FEET FROM THE EAST 1/4 CORNER; THENCE NORTH 87 DEGREES 28 MINUTES 30 SECONDS WEST 110.0 FEET ALONG THE SOUTH LINE; THENCE NORTH 2 DEGREES 31 MINUTES 30 SECONDS EAST 154.0 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 30 SECONDS EAST 110.0 FEET; THENCE SOUTH 2 DEGREES 31 MINUTES 30 SECONDS WEST 154.0 FEET TO THE PLACE OF BEGINNING.



DATE: 11-21-13
PROJECT NUMBER: 13028-KOS6

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSACTION TITLE COMMITMENT-96381WMS (DATED 10-15-12)

PAGE 1 OF 1

<p style="text-align: center;">LEGEND</p> <ul style="list-style-type: none"> ● IRON STAKE (SET) ○ IRON STAKE (FOUND) —+—+— FENCE WARRANTY DEED AREA TEMPORARY PERMIT AREA 	<p>SCALE: 1"=100'</p>		<p style="font-size: 2em; font-weight: bold; margin: 0;">mbn</p> <p style="font-size: 0.8em; margin: 0;">meyers, bueche & nies, inc. civil engineers/surveyors 1638 leonard st nw grand rapids, mi 49504 616-457-5030 fax 616-457-8244</p>
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CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: Reconstruction of Division Avenue from 54th Street to 60th Street

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

SITE DATA:

Permanent Parcel No.: 41-17-36-277-009

Parcel: June Kosten

Land Use: Commercial
Vacant

Size: 3.05 Ac (total)

Address: 35 56th Street SW

Zoning: 202

ACQUISITION DESCRIPTION:

Square foot values based on Appraisal by Maturen & Associates, Inc. Review Appraisal by R.S. Thomas & Associates, Inc.

Summary of Costs:

Warranty Deed:

A generally rectangular parcel of land adjacent to the Division Avenue Right-of-Way as shown on sketch.

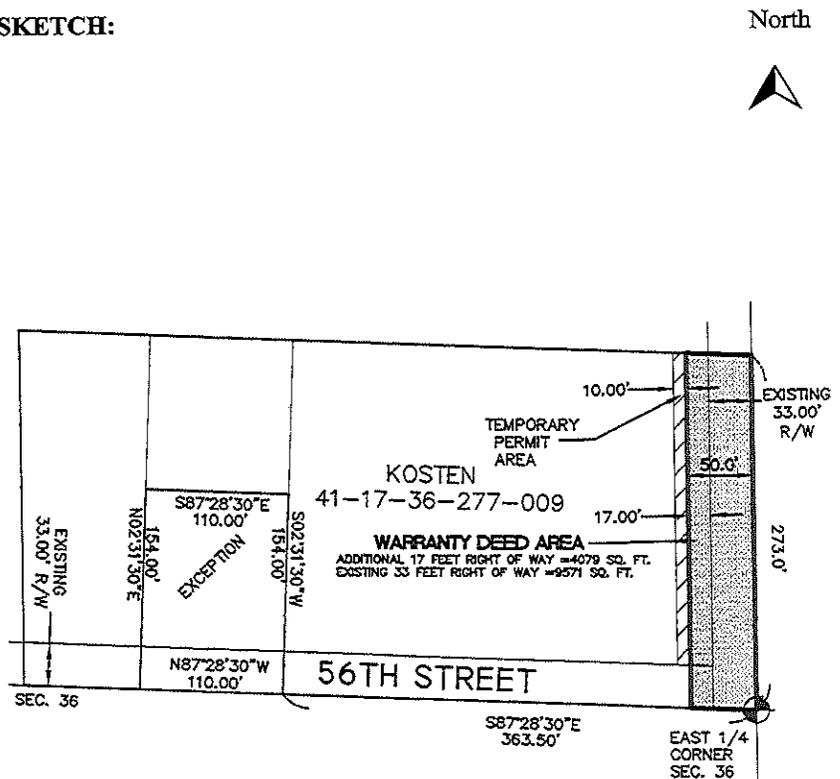
Area: 4079 s.f. (Additional 17')
9571 s.f. (Existing 33')

Temporary Permit:

A generally rectangular parcel of land adjacent to the above referenced Warranty Deed Area.

Area: 2400 s.f.

SKETCH:

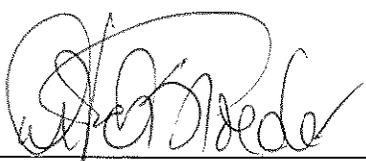


COMPUTATION OF VALUE:

REMOVAL OF SIGN – Wyoming to remove at project expense	N/A
TEMPORARY PERMIT	
2400 s.f. (Area) X \$0.16 /s.f	\$384.00
LAND ACQUISITION, WARRANTY DEED	
4079 s.f. (Area) X \$1.60 / s.f. = \$6,526 (Appraiser rounded to \$6,600)	\$6,600.00

REMARKS:

Signed:



Land Matters, llc
Deborah S. Poeder

For information call 616.791.9805

\$6,984.00

Agreed to by:



June Kosten

CITY OF WYOMING BUDGET AMENDMENT

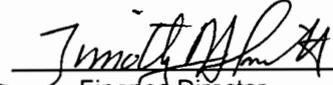
Date: February 17, 2014

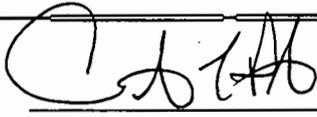
Budget Amendment No. 04 1

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$6,140 of budgetary authority to provide funding for reimbursement of expenses incurred during transition to Public Safety.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Police - Administration Services - Other Services 101-305-30500-956.000	\$85,000	\$1,000		\$86,000
Police - Building - Operating Supplies 101-305-30610-740.000	\$12,000	\$3,500		\$15,500
Police - Building - Repairs and Maintenance 101-305-30610-930.000	\$75,000	\$720		\$75,720
Police - Building - Other Services 101-305-30610-956.000	\$20,000	\$920		\$20,920
Fund Balance/Working Capital (Fund 101)				\$6,140

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2013-2014 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO MIKE ROSE FOR HIS SERVICE AS A
MEMBER OF THE BOARD OF DIRECTORS OF THE ECONOMIC DEVELOPMENT
CORPORATION AND BROWNFIELD REDEVELOPMENT AUTHORITY
OF THE CITY OF WYOMING

WHEREAS:

1. Mike Rose has served faithfully and effectively as a member of the Economic Development Corporation and Brownfield Redevelopment Authority since November 5, 2007.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Mike Rose for his dedicated service as a member of the Economic Development Corporation and Brownfield Redevelopment Authority.

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 February 17, 2014.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT DAVID BLOK AS A MEMBER OF THE
COMMUNITY DEVELOPMENT COMMITTEE FOR THE CITY OF WYOMING

WHEREAS:

1. David Blok has submitted an application requesting appointment to the Community Development Committee for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2015.
3. City Council wishes to appoint David Blok as a member of the Community Development Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of David Blok as a member of the Community Development Committee for the term ending June 30, 2015.

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 February 17, 2014.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON THE PROPOSED
WYOMING COMMUNITY DEVELOPMENT 2014/2015 ONE YEAR ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 38 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a One Year Action Plan application for the 39th program year covering the period of July 1, 2014, through June 30, 2015.
3. On February 5, 2014, the Wyoming Community Development Committee unanimously recommended a proposed Wyoming Community Development 2014/2015 One Year Action Plan.
4. A City Council public hearing is a requirement prior to City Council approval of the Wyoming Community Development 2014/2015 One Year Action Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of April 7, 2014 at 7:01 P.M. for a public hearing on the Wyoming Community Development 2014/2015 One Year Action Plan.

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 February 17, 2014.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
GRAND VALLEY METRO COUNCIL QUARTERLY LUNCHEON

WHEREAS:

1. The Grand Valley Metro Council Quarterly Luncheon will be held in Wyoming, MI on February 20, 2014 and
2. It is the desire of the City Council that Wyoming be represented at the luncheon.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the Grand Valley Metro Council Quarterly Luncheon in Grand Rapids on February 20, 2014 and
2. That Council members will submit their expense reports at the conclusion of the conference for approval at the next regular City Council meeting.

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:

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE
TRAFFIC CONTROL ORDERS NO. 3.02-14 AND 3.03-14

WHEREAS:

1. Traffic Control Orders No. 3.02-14 and 3.03-14, as set forth in exhibit attached hereto and made a part of this Resolution, have been proposed in the City of Wyoming
2. It is recommended by the City Traffic Engineer, as required by the Uniform Traffic Code for Cities, Townships and Villages, Part 2, Section R 28.1153, issued in October 2002 by the Commissioner of the Michigan State Police, and adopted by the City of Wyoming, that said Traffic Control Orders should be approved by the City Council as permanent.

NOW, THEREFORE, BE IT RESOLVED:

1. That such final approval be and is hereby granted that the aforesaid Traffic Control Orders No 3.02-14 and 3.03-14 be made a permanent part of the Traffic Control Order Files of the City of Wyoming.

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Traffic Control Orders
Maps



- MAYOR
Jack A. Poll
- AT-LARGE COUNCILMEMBER
Sam Bolt
- AT-LARGE COUNCILMEMBER
Dan Burrill
- AT-LARGE COUNCILMEMBER
Kent Vanderwood
- 1ST WARD COUNCILMEMBER
William A. VerHulst
- 2ND WARD COUNCILMEMBER
Richard K. Pastoor
- 3RD WARD COUNCILMEMBER
Joanne M. Voorhees
- CITY MANAGER
Curtis L. Holt

February 17, 2014

PERMANENT
TRAFFIC CONTROL ORDER NO. 3.02-14

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:

- 40th Street SW, south side, from 50 feet west of Buchanan to Buchanan
- 40th Street SW, south side, from 570 feet west of Buchanan to Stafford

2. REGULATION:

- A. Part of Traffic Control Order Number 69-3.01, dated October 1, 1968, is hereby amended
- B. No Parking Anytime

3. SIGNS:

"No Parking" with appropriate arrows

4. EFFECTIVE:

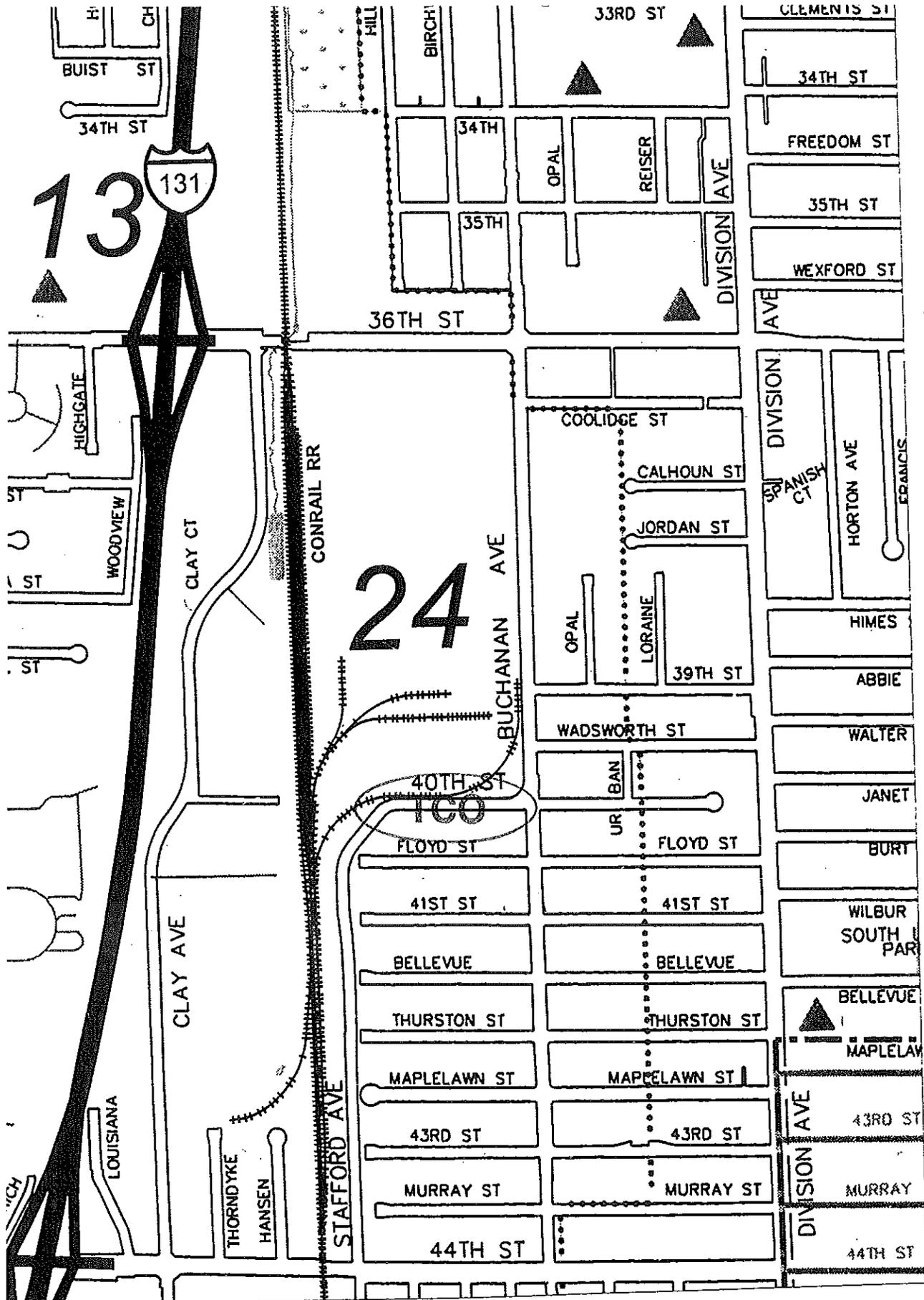
Immediately

Authority,

W. Dooley
William D. Dooley, P.E.
Traffic Engineer

WDD:kh

cc: Police Dept



3600

See Page 9

4000

4400

400

See Page 15

0

PAGE 8



Traffic Department
Telephone (616) 530-7263 Fax (616) 249-3487
2660 Burlingame Avenue SW, Wyoming, Michigan 49509

www.wyomingmi.gov



MAYOR
Jack A. Poll
AT-LARGE COUNCILMEMBER
Sam Bolt
AT-LARGE COUNCILMEMBER
Dan Burrill
AT-LARGE COUNCILMEMBER
Kent Vanderwood
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2ND WARD COUNCILMEMBER
Richard K. Pastoor
3RD WARD COUNCILMEMBER
Joanne M. Voorhees
CITY MANAGER
Curtis L. Holt

February 17, 2014

PERMANENT
TRAFFIC CONTROL ORDER NO. 3.03-14

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:
Mart Street, south side, from 1,150 feet west of Buchanan to west end
2. REGULATION:
No Truck Parking
3. SIGNS:
"No Commercial Truck Parking" with appropriate arrows
4. EFFECTIVE:
Immediately

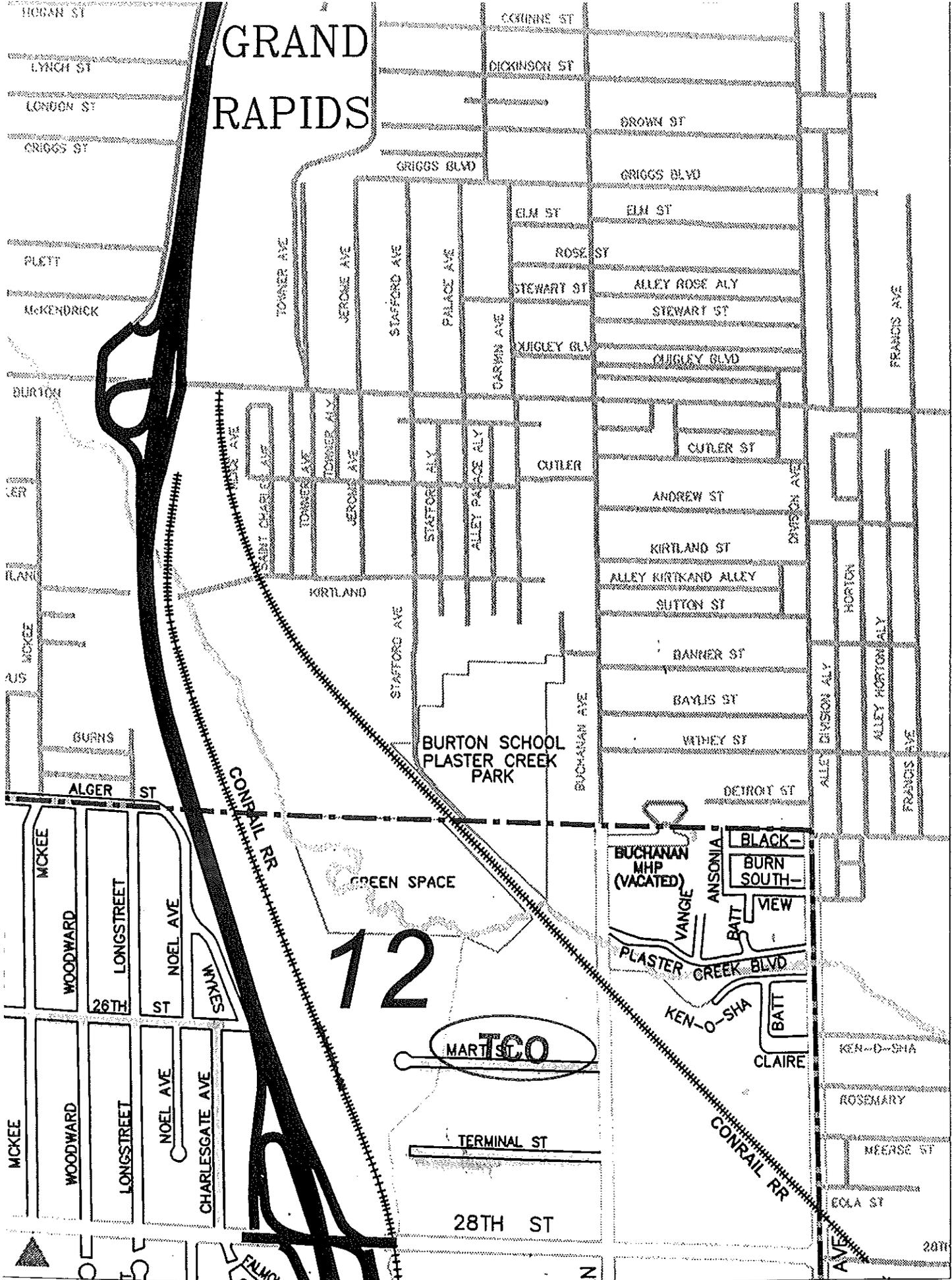
Authority,

William D. Dooley, P.E.
Traffic Engineer

WDD:kh

cc: Police Dept

GRAND RAPIDS



2000

2400

2800

12



See Page 8

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER
TO SIGN A FIREWORKS DELEGATION OF AUTHORITY AGREEMENT
WITH THE MICHIGAN BUREAU OF FIRE SERVICES

WHEREAS:

1. The Michigan Fireworks Safety Act, PA 256 of 2011, as amended MCL 28469, allows for the delegation of fireworks inspections to the local fire departments.
2. The Fire Services Division of the Wyoming Department of Public Safety currently has two State certified fire inspector as required by the delegation.
3. The Wyoming Department of Public Safety will receive up to 80% of the application fee paid for the consumer fireworks certificate.
4. The Wyoming Department of Public Safety is already inspecting the facilities to ensure firefighter safety.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the City Manager, as local certifying official, to sign the Fireworks Delegation of Authority agreement with the Michigan Department of Licensing and Regulatory Affairs – Bureau of Fire Services, as annually required.

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 February 17, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Delegation Agreement

STAFF REPORT

DATE: February 12, 2014

SUBJECT: Fireworks Delegation Agreement

FROM: Bob Austin, Fire Chief

MEETING DATE: February 17, 2014

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager, as local certifying official, to sign the Delegation Agreement with the Michigan Department of Licensing and Regulatory Affairs – Bureau of Fire Services as annually required.

SUSTAINABILITY CRITERIA:

Environmental Quality - This Agreement allows authorized Fire personnel permission to enter and inspect fireworks retail locations at any reasonable time to ensure facilities are in compliance with all related fire codes.

Social Equity – Fireworks retail sites will all be inspected and held to the same standard using the same guidelines.

Economic Strength – The Michigan Bureau of Fire Services reviews and authorizes applications for all fireworks retail sites. Retailers are required to pay a fee for such certification. The City of Wyoming will receive up to 80% of the application fee paid for this consumer fireworks certificate.

DISCUSSION:

The Michigan Fireworks Safety Act, PA 256 of 2011, as amended MCL28469, allows for the delegation of fireworks inspections to local fire departments. Staff of the Wyoming Department of Public Safety includes two State certified fire inspectors as required by the delegation to perform such inspections. A delegation agreement must be signed annually for Wyoming to receive this authority. Local departments will receive up to 80% of the application fee paid for a fireworks certificate. In 2013, the Fire Services Division inspected five fireworks retail sites and received compensation in the amount of \$2,100.00.

BUDGET IMPACT:

No fee is required. A fully executed annual delegation agreement is required as a condition for allowing the inspection of fireworks retail sites and receiving compensation as described above.



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF FIRE SERVICES
RICHARD W. MILLER
STATE FIRE MARSHAL

STEVE ARWOOD
DIRECTOR

DELEGATION AGREEMENT

Between
The Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
and
Wyoming Department of Public Safety
EXPIRATION
April 30, 2015

I. Purpose

This agreement is entered into for the purpose of delegating responsibility for inspections of consumer fireworks retail locations in accordance with the Michigan Fireworks Safety Act, PA 256 of 2011, as amended, MCL 28.469.

II. Local Agency Responsibilities

The **Wyoming Department of Public Safety** agency agrees:

- A. To abide by all terms of this agreement including all attachments (i.e. procedures).
- B. To the use of State Certified Fire Inspectors to perform all delegated inspections.
- C. To complete all delegated inspections within the time frames as specified by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services.
- D. To complete all delegated inspections using the applicable rules promulgated in accordance with MCL 28.470.
- E. To utilize all report forms and reporting formats required by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, for all delegated inspections of consumer fireworks retail locations.
- F. To follow and apply all Department of Licensing & Regulatory Affairs, Bureau of Fire Services, procedures regarding the inspection of consumer fireworks retail locations.
- G. To the proper conduct and demeanor of their employee(s) while performing delegated inspections in accordance with this agreement.

- H. To attend training opportunities provided by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, necessary for the proper completion of delegated inspections.

III. Department of Licensing & Regulatory Affairs, Bureau of Fire Services responsibilities

The Bureau of Fire Services agrees:

- A. To abide by the terms of this agreement, including all attachments.
- B. To provide the technical assistance and supervision necessary for the proper administration of this agreement.
- C. To provide any report forms and reporting formats required by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, for the reporting of inspections performed in accordance with this agreement.
- D. To provide the **Wyoming Department of Public Safety** with copies of applicable Department of Licensing & Regulatory Affairs, Bureau of Fire Services procedures, manuals, or other documents necessary for the implementation of this agreement.
- E. To provide the opportunity for training for an appropriate number of employees of the **Wyoming Department of Public Safety**, as determined by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, regarding rules, laws, or procedures necessary for the completion of inspections delegated in accordance with this agreement.
- F. To annually review the delegation of authority to perform inspections of consumer fireworks retail locations to verify compliance with MCL 28.455.
- G. To notify the Agency, in writing, of intent to revoke delegated authority if the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, finds that the terms of the agreement have not been kept, or if the Department intends to withdraw the delegation program.
- H. To revoke the authority of the employee(s) to perform delegated inspections upon notification of the **Wyoming Department of Public Safety** that the request for delegation has been rescinded.
- I. To inform the State Fire Safety Board of all decisions by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, in delegating or revoking the authority delegated under MCL 28.469.

IV. Conflict of Interest

The **Wyoming Department of Public Safety** and the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, are subject to the provisions of Act No. 317, PA of 1968, as amended, being MCL 15.321 et seq, and Act No. 196, PA of 1973, as amended, being MCL 15.341 et seq.

V. Liability

- A. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the **Wyoming Department of Public Safety** or unit of government pursuant to the terms of this agreement shall be the responsibility of the Agency if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the unit of government or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- B. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, or its employees shall be the responsibility of the Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the State, its agencies, the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, or the employees of any of them as provided by common law, statute, or court decision.
- C. In the event that liability to third parties, and/or loss, or damages arises as a result of activities which go beyond the mere fact of agreement between the **Wyoming Department of Public Safety**, and the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, in fulfillment of their responsibilities under this agreement, such a liability, loss or damage shall be borne in relation to each party's responsibilities under that joint activity, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the governing body, unit of government, the State and the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, or the employees of any of them, as provided by common law, statute, or court decision.

VI. Compensation from Application Fees

During the time this agreement is in effect, the financial entity for **Wyoming Department of Public Safety** will receive 70% of the consumer fireworks application fee paid by the applicant for facility inspection duties within the **Wyoming Department of Public Safety** jurisdiction. This amounts to \$700 per permanent structure and \$420 per temporary structure.

VII. Statutory Authority

Authority to perform inspections of consumer fireworks retail locations to verify compliance with MCL 28.455 is delegated to the certified fire inspector(s) of the **Wyoming Department of Public Safety** by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, under provision of Michigan Fireworks Safety Act, PA 256 of 2011 as amended, MCL 28.469. This delegation does not include any authority to issue citations or otherwise enforce the provisions of the Fireworks Safety Act.

Print Name of Local Certifying Official

Title of Local Certifying Official

Certifying Official Signature

Date

Printed Name of Fire Chief

Fire Chief Signature

Date

Richard W. Miller

Printed Name of State Fire Marshal

State Fire Marshal Signature

Date

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
LICENSE AGREEMENT WITH PINERY PARK LITTLE LEAGUE

WHEREAS:

1. The City of Wyoming and Pinery Park Little League have an established mission to promote active recreation programs.
2. The City of Wyoming and Pinery Park Little League have cooperated in the development and use of softball and baseball fields located within Pinery Park in excess of 30 years.
3. The City of Wyoming has developed a Recreation Facilities Agreement to define the roles and responsibilities between itself and Pinery Park Little League in the care and operations of specific Pinery Park facilities.
4. The license agreement shall be for a period ending on May 14, 2031.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby authorize the Mayor and City Clerk to enter into such an agreement with Pinery Park Little League.

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 February 17, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report

License Agreement

STAFF REPORT

Date: Wednesday, February 12, 2014

Subject: Pinery Park Little League Recreational Facilities Agreement

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: Monday, February 17, 2014

Recommendation:

To approve a revised Recreational Facilities Agreement between the City of Wyoming and Pinery Park Little League recognizing construction and responsibilities related to the restroom/concession building.

Sustainability Criteria:

Social Equity – The Recreational Facilities Agreement affirms the City commitment to equitable use of facilities, and re-enforces protections against user groups from discriminating against program participants and park patrons.

Environmental Quality – The City Council, Parks and Recreation Commission, Community Development Committee, and its citizens identified the need for the new restroom/concession building project within the community's 5-Year Recreation Master Plan, Community Development Action Plan, and FY 2014 budget. The Recreational Facilities Agreement protects our investment by assigning and defining its use and maintenance by the Pinery Park Little League and City.

Economic Strength – Well maintained, aesthetically pleasing, contemporary public facilities are catalysts in improving and maintaining the economic vitality of community. Public facilities through programmed and passive use provide for economic stimulus and community prosperity. This agreement establishes the roles and responsibilities of the City and Pinery Park Little League. Through such partnership, recreation and leisure services are provided to the public at lower cost.

Discussion:

The Recreational Facilities Agreement between the City of Wyoming and Pinery Park Little League required updating to reflect the construction of the new restroom/concession building. Please find attached for your consideration a revised agreement. This agreement is inclusive of standards and practices from the 1978, 1983, 1987, 1994, and 2006 agreements and letters of understanding as previously approved. The proposed agreement has been reviewed and approved by our City Attorney, Jack Sluiter, as to content and form.

Budget Impact:

None.

RECREATIONAL FACILITIES AGREEMENT

CITY OF WYOMING – PINERY PARK LITTLE LEAGUE

THIS AGREEMENT entered into this _____ day of _____, 2014, between the City of Wyoming, 1155 – 28th Street, Wyoming, Michigan (hereinafter the “City”, and the Pinery Park Little League (PPLL), 4880 Burlingame Ave., Wyoming, Michigan (hereinafter “PPLL”) (jointly, the “Party” or “Parties”).

WHEREAS, the City is the owner of property known as Pinery Park (the “Park”) located at 2301 DeHoop Avenue S.W., Wyoming, Michigan, and

WHEREAS, said Park has been used by the PPLL for recreational activities and programming,

WHEREAS, the parties wish to extend its collaboration with the PPLL in the development, maintenance, and use of recreational facilities and buildings in said Park for use by both the City and PPLL,

IT IS HEREBY agreed as follows:

1. PPLL shall maintain and, upon approval of the City, develop certain recreational facilities in the Park. All PPLL improvements to the Park shall be constructed with the advance approval of the City. PPLL shall specifically provide facilities, approved by the Director of Parks and Recreation or designee, appropriate to the intensity of the anticipated use of the Park, whose approval will not be unreasonably withheld. These facilities, to the extent funds of PPLL are available, shall include, but not limited to:

- a. Baseball fields and Softball fields (7)
- b. Restroom/Concession Building
- c. Those items necessary to ensure the integrity of the recreation programming, such as storage buildings, fencing, scoreboards, bleachers, lighting, press boxes, etc.

Access to any and all facilities shall be guaranteed to the City.

2. During the term of this Agreement, PPLL may use the Park for youth Little League programs including but not limited to the seven baseball and softball fields, and all supporting facilities (restrooms, concession, and storage building) thereof. The parties acknowledge that the City is not affiliated with PPLL nor does the City sponsor or control any PPLL activities or programs. Scheduling of facility use shall be the sole responsibility of the City of Wyoming.

3. The City shall develop and maintain a level and standard of service reflective in all park settings, including but not limited to parking, landscaping, mowing,

trash removal, and sanitary provisions, appropriate to the intensity of the anticipated use of the Park. These facilities, to the extent funds of the City are available, shall include, but not limited to:

- a. Parking lot stripping
- b. Basic landscaping
- c. Restroom cleaning during the weekday, Monday through Friday

4. The City hereby grants PPLL a non-exclusive, revocable license, attached hereto as Exhibit A, to use the Park for the purposes provided herein for the period ending May 14, 2031, in accordance with the terms of this Agreement.

5. Except by mutual agreement of the Parties, or material breach of this agreement, PPLL may not be divested of the facilities constructed by PPLL in accordance with this Agreement.

6. In the event of termination of this Agreement prior to the expiration of the License Agreement, PPLL's and the City's usage rights to each other's facilities granted in this Agreement shall also be terminated. The City shall give written notice to PPLL stating the park improvements, provided at PPLL's cost, the City wishes to keep. The City shall pay PPLL the fair market value of these improvements, which were completed within the previous 10 years or not otherwise reasonably depreciated within a shorter time frame, in cash. Infield and turf playing surfaces shall be considered fully depreciated within two years of installation. If the Parties cannot agree on the fair market value within thirty (30) days, the Parties shall jointly select an appraiser. The decision of the appraiser shall be binding on both Parties. Payment shall be made within forty-five (45) days after the fair market value is determined. PPLL may remove any property improvements not retained by the City within three (3) months after the City gives its notice above. Any improvements not removed by PPLL shall become the property of the City.

7. Upon termination under paragraph 5 or expiration of this License Agreement, unless the Parties agree to an extension of said License Agreement, all improvements made to the Park by PPLL will become the sole property of the City.

8. PPLL, at its expense, shall be responsible for maintaining and repairing the grounds of the recreational playing fields during the period of the Agreement. This includes maintenance of the fencing, bleachers, sprinkling system, turf fertilization, weed control, mole removal, reseeding. In addition, PPLL shall clean and maintain restroom facilities on weekends throughout their season of use. PPLL may choose, separate from this agreement, to enter into an agreement with the City to provide for these services.

9. PPLL, at its expense, shall maintain sole responsibility for maintaining and repairing the concession area, its equipment, and related storage and maintenance areas in good repair and in compliance with all required local, state, and federal laws.

10. General mowing of the playing fields shall be the responsibility of the City. In addition the City of Wyoming shall provide stone dust in a reasonable amount for general field care.

11. Lining and dragging of the fields, Monday through Friday, for PPLL game use shall be the responsibility of the City. General use and tournament play by District 9 Little League shall be under a separate agreement. Said lining and dragging will not begin until 12:30 p.m. for 6:00 p.m. games. If a team is on a field, the City of Wyoming will not drag or line said field. Lining and dragging shall not be performed for practices.

12. Nightly clean-up (e.g. picking up of trash and placing it in barrels) of field areas, dugouts, and other related adjacent facilities is the responsibility of PPLL. In the event City staff must perform the clean-up, PPLL shall be billed the cost of said clean-up plus 20%. Payment is due within 30 days. The City shall provide trash barrels appropriate to the park use.

13. PPLL, at its expense, shall be responsible for maintaining the general storage building adjacent to field 2, all dugouts and announcing booths, in good repair and in compliance with all required local, state, and federal laws.

14. The City shall pay all utilities with the exception of electric bills between the months of May and August. The City shall forward May through August bills to the league president for payment.

15. PPLL and the City will work together in providing a suitable area for storage of equipment. No such materials shall be kept outdoors in direct visibility of park users.

16. The Director of Community Services, or a designated representative, shall periodically inspect the condition of the facility with representatives of PPLL. The inspection may be performed quarterly, but not less than annually, at mutually agreeable times. In the event, and in the judgment of the respective representative, the Park is not properly maintained, the City will provide PPLL with written notice of deficiency and a fifteen- (15) day time line to make corrections. In the event that the correction is not made, the City may provide the correction. The City may provide said maintenance and charge PPLL its actual cost in so doing. PPLL agrees to pay any such costs within 30 days of receiving an invoice from the City.

17. PPLL recognizes that the site contains underground utilities critical to the City of Wyoming, and that these utilities require maintenance and emergency response, at times without notice. PPLL acknowledges the City's right of domain and shall cooperate in any and all ways to ensure the integrity of the City's utility supply system. In the event that the City intends to do construction or other work on the premises that would substantially interfere with PPLL's license, the City will use its best efforts to give advance notice of work to PPLL. The City shall repair any damages to the premises caused by the City's work and will attempt to do any such work in the off-season to avoid interference with PPLL's activities. In order to reduce the risk of damaging water lines or underground

telemetry circuits, PPLL will not excavate or proceed with any other construction activity without first receiving approval from the City.

18. PPLL shall have first priority for the scheduled use of the premises Monday through Saturday, April 1 through August 31. PPLL shall provide schedules one month in advance to the City for its proposed use of the premises. Failure of PPLL to submit a schedule to the Director of Parks and Recreation by March 1 of each year for spring and summer activities will constitute forfeiture of PPLL's first priority rights. Scheduling thereafter shall be on a first-come, first-serve basis. The City of Wyoming shall oversee facility use and scheduling. Receipt of schedules by the dates listed will assist in the City of Wyoming's effort to schedule routine site and utility maintenance, limiting as much as possible impact to PPLL's program, and maximizing the use of such facilities for the community.

19. PPLL practices shall end at, and any game inning shall not begin after, 10:30 p.m.

20. In the event that the City uses or permits other organizations to use said premises, the City shall provide for all clean-up and maintenance required as a result of said use. The City shall reimburse PPLL for any out-of-pocket expenses incurred by PPLL as a result of any other use of the premises with the City's permission providing those costs are over and above normal maintenance activities. City of Wyoming resident use of park facilities shall not be restricted with the exception of those facilities scheduled or rented for use.

21. In return for use and development of the property, ensuring PPLL's priority of use, and allowing for facility improvements, PPLL shall:

- a. Provide an annual payment of \$0, payable in \$0 increments monthly, beginning _____.
- b. Provide a payment of \$0 to retroactively provide for the use of the facilities and its related improvements between and, due no later than _____.
- c. Agree to assume the cost of all custodial and development needs for PPLL's recreation programming.
- d. Designate equipment and supplies that shall be available to the City of Wyoming Parks and Recreation Department. If equipment and supplies are not returned in satisfactory condition, reasonable wear and tear excepted, the City of Wyoming will be responsible for depreciated replacement value. PPLL and the City shall provide for adequate storage for City of Wyoming Parks and Recreation Department & PPLL equipment and supplies.

22. PPLL shall, at its sole expense, provide liability insurance to protect the City against all liability resulting or arising from the use of said premises and facilities naming the

City as an additional insured. Said insurance shall be in the minimum amount of \$2,000,000 for combined single limit personal injury, bodily injury, and property damage. Said policy of insurance shall be submitted to the City for approval by the City Finance Director before any use may be undertaken by PPLL of said premises. PPLL shall further show evidence of said insurance coverage to the City each anniversary date thereof. The City of Wyoming shall maintain self-insurance against all liability resulting in or arising from City use of said premises and facilities.

23. PPLL may not assign or in any manner transfer this license. Specifically, PPLL may use said premises and facilities for its activities only and may not permit any other organizations or persons to use said premises or facilities.

24. PPLL shall operate said premises and its programs in compliance with the Code of the City and any other applicable laws, rules and regulations.

25. Subject to City of Wyoming Ordinance No. 13-05, Section 54-55, Reporting Requirements for Non Profit or Non Public Entities, PPLL shall annually complete and provide to the City:

- a. Their Board of Directors listing and contact information including addresses, phone numbers, and emails.
- b. Copies of any organizational documents, bylaws or other similar documents and any amendments thereto.
- c. Copies of all annual reports or similar documents filed with the State of Michigan.
- d. An audit of financial records and balance sheet for the period ending December 31.
- e. Copies of reports required to be filed with the Internal Revenue Service (such as but not limited to Form 990).

26. If the City notifies PPLL of any violations of this Agreement, PPLL shall promptly remedy those violations. In the event that these violations are not promptly remedied, the City may remedy the same and PPLL agrees to reimburse the City for all costs of remedying the conditions, without prejudice to the City's right to recover damage for PPLL's actions.

27. To the extent permitted by law, PPLL agrees to indemnify, defend, and hold the City, its officers, agents, and employees harmless from all liability, claims, and expenses, including but not limited to actual attorney's fees, arising out of PPLL activities under this Agreement.

28. To the extent permitted by law, the City agrees to indemnify, defend, and hold PPLL, its officers, agents, and employees harmless from all liability, claims, and expenses, including but not limited to actual attorney's fees, arising out of the City's activities under this Agreement.

29. This Agreement contains the entire agreement between PPLL and the City with regard to its subject matter, supersedes all previous agreements on this subject matter, and may be amended only in writing signed by both parties.

CITY OF WYOMING

Dated: _____, 2014

By _____
Jack A. Poll, Mayor

Dated: _____, 2014

By _____
Heidi A. Isakson, City Clerk

PINERY PARK LITTLE LEAGUE,
INC.

Dated: _____, 2014

By _____
Its President

Dated: _____, 2014

By _____
Its Secretary

APPROVED AS TO FORM:



EXHIBIT A

LICENSE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2006, between the City of Wyoming, 1155 – 28th Street, Wyoming, Michigan (hereinafter the “City”) and the Pinery Park Little League, 4880 Burlingame Ave, Wyoming, Michigan (hereinafter “PPLL”).

WHEREAS, the City is the owner of the property and utility facilities located at 2301 DeHoop SW, Wyoming, Michigan, known as Pinery Park, and

WHEREAS, the parties have entered into a Recreational Facilities Agreement to provide for improvements to and mutual use of the Park.

IT IS HEREBY AGREED AS FOLLOWS:

1. PPLL shall have a non-exclusive, revocable license to use the following described property: Seven little league baseball and softball fields located at the south and southwest end of Pinery Park; related parking lots; concession and restroom facility; and related ancillary buildings such as dugouts, batting cages, etc. See attached aerial photo.
2. This License Agreement shall be for a period ending on May 14, 2031.
3. The License shall be revocable only in accordance with the terms of the Recreational Facilities Agreement which is attached hereto and made a part hereof. All other terms of the License shall be in accordance with said Agreement

CITY OF WYOMING

Dated: _____, 2014

By _____
Jack A. Poll, Mayor

Dated: _____, 2014

By _____
Heidi A. Isakson, City Clerk

PINERY PARK LITTLE LEAGUE, INC.

Dated: _____, 2014

By _____
Its President

Dated: _____, 2014

By _____
Its Secretary

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR
THE CONSTRUCTION OF A MEDIAN CABLE BARRIER ALONG HIGHWAY I-196
THROUGH THE CITY OF WYOMING

WHEREAS:

1. The Michigan Department of Transportation (MDOT) proposes to install a median cable barrier on highway I-196 through the City of Wyoming.
2. MDOT has prepared the attached City-State Agreement for the project, identifying the costs and obligations of each respective party.
3. The City's share of the project is estimated to be \$5,300 and can be financed out of the Capital Improvement Program but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached City-State Agreement with MDOT for installing a median cable barrier on highway I-196 through the City of Wyoming.
2. The Mayor and City Clerk hereby approve the attached budget amendment.

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
City-State Agreement

CITY OF WYOMING BUDGET AMENDMENT

Date: February 17, 2014

Budget Amendment No. 042

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$5,500 of budgetary authority to provide funding for Wyoming's share of MDOT project to install cable barrier in the median of I-196 through Wyoming per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
Capital Improvements Fund				
Public Works - Major Street Construction - Capital Outlay - 2014CP.Major Streets.MDOT I-196 Cable Barrier 400-441-50200-972.502 2014CP.Major Streets	\$3,254,700	\$5,500		\$3,260,200
Fund Balance/Working Capital (Fund 400)				\$5,500

Recommended: Jim Smith / KB
Finance Director

Ch Alb
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2013-2014 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

ACT-51
FEDERAL AID PROGRESS PAYMENT

DA
Control Section HSIP 41029
Job Number 113683A; 113683C;
117337A; 117337C
Federal Project HSIP 1441(013);
HSIP 1141(083);
HSIP 1441(012);
HSIP 1341(317)
Federal Item KK 3474; KK 2795;
KK 3472; KK 3061
Contract 13-5728

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

PART A – Job No. 113683

Installation of median cable barrier on Highway I-196 from Structures R04-3 and R04-4 of 41029 which carry eastbound and westbound Highway I-96 of the former Conrail Railroad to the north CITY limits; together with necessary related work, located within the corporate limits of the CITY; and

PART B – Job No. 117337

Installation of median cable barrier on Highway I-196 from the west CITY limits to Structures R04-3 and R04-4 of 41029 which carry eastbound and westbound Highway I-96 of the former Conrail Railroad; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A	\$114,550
PART B	<u>\$312,950</u>
TOTAL	\$427,500

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

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

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT -	87.5%
CITY -	12.5%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED <u>COST</u>	FEDERAL AID	BALANCE AFTER <u>FEDERAL AID</u>	DEPT'S <u>SHARE</u>	CITY'S <u>SHARE</u>
PART A –					
Constr. & CE	\$96,950	\$87,250	\$9,700	\$8,500	\$1,200
PART A – PE	\$17,600	\$15,850	\$1,750	\$1,550	\$200
PART B –					
Constr. & CE	\$269,150	\$242,250	\$26,900	\$23,550	\$3,350
PART B – PE	<u>\$43,800</u>	<u>\$39,400</u>	<u>\$4,400</u>	<u>\$3,850</u>	<u>\$550</u>
TOTAL	\$427,500	\$384,750	\$42,750	\$37,450	\$5,300

The PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its required payments as specified herein.

9. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such moneys thereafter allocated by law to the CITY from the Michigan transportation Fund sufficient moneys to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

10. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

11. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

12. All of the PROJECT work shall be done by the DEPARTMENT.

13. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

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

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

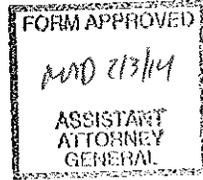
CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY:
[Signature]
Administrator
Real Estate

2/3/2014
Date

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE RECONSTRUCTION OF 44TH STREET FROM HANSEN AVENUE TO DIVISION AVENUE

WHEREAS:

1. The City of Wyoming in cooperation with the Michigan Department of Transportation (MDOT) proposes to reconstruct 44th Street from Hansen Avenue to Division Avenue with a new concrete pavement.
2. The project includes reconstructing 44th Street with a concrete pavement for the length of the four-lane boulevard for a continuous concrete pavement section from Clyde Park Avenue through Kentwood.
3. MDOT has prepared the attached City-State Agreement for the project, identifying the costs and obligations of each respective party.
4. The City's share of the project is estimated to be \$1,184,314 and can be financed out of the Capital Improvement Program account number 400-441-50200-972.502, 2014 CP 44th St Stafford to Division.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached City-State Agreement with MDOT for the reconstruction of 44th Street from Hansen Avenue to Division Avenue.

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 February 17, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:
City-State Agreement

STP

DA

Control Section	STU 41400
Job Number	115131
Project	STP 1441(017)
Federal Item No.	HH 9241
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	14-5028

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 24, 2014, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Concrete pavement and hot mix asphalt paving work along 44th Street from Hansen Avenue to Division Avenue; including aggregate base, concrete curb and gutter, concrete sidewalk, sidewalk ramp, pavement marking, and traffic signal work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Pedestrian overhead bridge removal and watermain work along 44th Street from Hansen Avenue to Division Avenue; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

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

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$1,710,786, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding for the PART A portion of the PROJECT is calculated by using the federal funding for the PART A portion of the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PART A portion of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding for the PART A portion of the PROJECT is determined by the current funding authorization for the PART A portion of the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

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

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY: _____
Date: 2-7-14
Administrator
Real Estate

January 24, 2014

EXHIBIT I

CONTROL SECTION STU 41400
JOB NUMBER 115131
PROJECT STP 1441(017)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$2,490,000	\$405,100	\$2,895,100

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$2,490,000	\$405,100	\$2,895,100
Less Federal Funds*	<u>\$1,710,786</u>	<u>\$ -0-</u>	<u>\$1,710,786</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 779,214	\$405,100	\$1,184,314

*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF TRAFFIC SIGNAL
EQUIPMENT FROM CARRIER & GABLE, INC.

WHEREAS:

1. The City has standardized on the use of Eagle Traffic Signal and 3M Opticom System equipment at the City's signalized intersections.
2. Eagle Traffic Signal and 3M Opticom System equipment is only available from Carrier & Gable, Inc., in the State of Michigan.
3. Carrier & Gable, Inc., has submitted a quote for the items the Public Works Department may purchase over the next 12 months.
4. Sufficient funds have been budgeted in the Major Street, Traffic Maintenance, Supplies account 202-441-47400-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of Eagle Traffic Signal and 3M Opticom System equipment from Carrier & Gable, Inc., for the 2014 calendar year at the prices as shown in the quotation dated January 27, 2014.
2. The Wyoming City Council waives 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 February 17, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Staff Report

STAFF REPORT

DATE: February 5, 2014

SUBJECT: Authorize the Purchase of Eagle Traffic Signals and Opticom System Equipment

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: February 17, 2014

RECOMMENDATION

The Public Works Department recommends the City Council authorize the purchase of Eagle Traffic Signal and 3M Opticom System equipment from Carrier & Gable, Inc., for the 2014 calendar year, at the prices as shown on the price quotation dated January 27, 2014 and waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code.

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. In order to continue to protect the environment and the public, the City's traffic signal system needs to be maintained in an optimal working condition.

Social Equity

The City's traffic signal system provides the same high quality service to all residents without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the City's traffic signal system.

Economic Strength

Maintaining the City's traffic signal system provides the businesses and residents of the City with safe and reliable service. A properly maintained traffic signal system can decrease the amount of traffic congestion and travel time through the City.

DISCUSSION

The Public Works Department has standardized on the use of Eagle Traffic Signal and 3M Opticom System equipment to control the traffic signals within the City. Standardizing has reduced the amount of inventory required for the maintenance of the traffic signal system. Standardizing has also simplified the training required for the traffic signal system.

Eagle Traffic Signal and 3M Opticom System equipment is only available from Carrier & Gable, Inc., in the State of Michigan. Carrier & Gable, Inc., has submitted a quote for the items the Public Works Department may purchase over the next 12 months. Because Carrier & Gable,

Inc., is the only source in Michigan, the City Council will need to 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.

BUDGET IMPACT

The City has budgeted \$85,000 for the purchase of the Eagle traffic signal and Opticom System equipment, which is the same budget as last year. Sufficient funds are available in the Major Street Traffic Maintenance Supplies account, 202-441-47400-775.000.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF A TRACTOR MOUNTED HAMMER

WHEREAS:

1. As detailed in the attached Staff Report from the Assistant Director of Public Works, it is recommended the City purchase a tractor mounted hammer from Michigan CAT in the amount of \$10,823.00.
2. Funds for the purchase are available in the Motor Pool Capital Outlay Depreciation and Reserve account number 662-441-58500-985000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a tractor mounted hammer in the amount of \$10,823.00.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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:

ATTACHMENT:
Staff Report
Cat® Hammers Specifications

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: February 12, 2014

SUBJECT: Emergency Purchase, Purchase of Tractor Mounted Hammer

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

Date of Meeting: February 17, 2014

RECOMMENDATION

The Public Works Department recommends authorizing the purchase of a Tractor Mounted Hammer from Michigan CAT for \$10,823.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the health and welfare of the public. The Public Works Department's rapid repair of water and sewer facilities insures there are no unnecessary discharges.

Social Equity

The water and wastewater systems within the City provide the same high quality service to all residents without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the City's water and wastewater collection systems.

Economic Strength

The water and wastewater systems provide the businesses and residents of the City with safe and reliable drinking water and a method to dispose of sewage.

DISCUSSION

The Public Works Department maintains the water distribution and wastewater collection systems within the City. In order to maintain the water and wastewater systems, the Public Works Department utilizes a Tractor Mounted Hammer. The existing Tractor Mounted Hammer has broken down and needs to be replaced.

The Tractor Mounted Hammer is basically an oversized jack-hammer that is attached to one of the Public Works Department's tractor backhoes. The Tractor Mounted Hammer is utilized for the repair and restoration of water and sewer facilities. During the winter months, frost develops in the soil due the subfreezing temperatures. Soil with frost behaves like concrete. Currently, the frost is four feet deep in the street right-of-way. Because of the depth of the frost, the Tractor Mounted Hammer is necessary for water and sewer repairs.

On February 10, 2014, the Motor Pool acquired three quotes for the replacement of the existing Tractor Mounted Hammer. Alta Equipment submitted the lowest quote and will need 2-weeks to deliver the Tractor Mounted Hammer. Michigan CAT submitted the second lowest quote. Michigan CAT has the Tractor Mounted Hammer in stock.

Currently the Public Works Department operates four Caterpillar tractor backhoes which the Michigan Cat's unit is designed to operate without any modifications to the existing tractor backhoes. Because the lowest price unit is not in stock and may require modification to the existing four tractor backhoes, the Public Works Department recommends purchasing the Tractor Mounted Hammer from Michigan CAT.

Quotes			
Dealer	Model	Delivery	Cost
ALTA Equipment	Allied HR 290	2-weeks	\$ 10,156
Michigan CAT	H65Es	In Stock	\$ 10,823
ALTA Equipment	CP, RX8	3-4 days	\$ 11,875

BUDGET IMPACT

Sufficient funds are available in the Motor Pool, Capital Outlay, Deprecation and Reserve account, 662 441 58500 985.000.



Cat[®] Hammers

H35Es, H45Es, H55Es, H65Es
H35E, H45E, H55E, H65E

FEATURES:

Built for Your Convenience, Comfort

- Cat[®] Hammers are designed for optimum performance and integration with your Cat compact construction equipment. They can also be utilized with non-Cat carriers.
- Plug & Perform. No adjustment to pressures or flows is necessary. Ports are positioned for convenient installation on your Cat carrier. Hoses are protected.
- Hammers with fully enclosed housings are silenced with a lower overall noise level for a quieter, safer job site. Side plate constructed housings are also available.
- Tri-suspension system on silenced models guides the power cell and gives manageable, smooth performance. The result is a hammer that's comfortable and responsive to operate.
- Gas-fired operating cycle delivers consistent, reliable performance over time. Hammers are reliable when breaking materials like non-reinforced concrete, asphalt and cinder block.

Built for Performance, Lasting Value

- Automatic shut-off protects the hammer from blank firing, a key contributor to hammer wear. Internal stresses are reduced providing more productive hours of work. Hammer is protected, regardless of operator skill level.
- Hammers adjust automatically to flows and pressures of your Cat carrier providing top performance and long service life.

- Seal carrier provides maximum gas retention and reliable performance. New design incorporates innovative technology.
- Tri-suspension system on silenced models protects the power cell and assures reliable operation.

Built for Quick, Easy Maintenance

- Grease point is ergonomically located at standing height making it comfortable and easy to access.
- Tool changes are simple and easily accomplished with common hand tools.
- Power chamber and accumulator pressures can be checked and charged while the hammer is mounted on the machine.
- Single bushing design is slip fit and field-replaceable. One piece provides proper tool alignment.
- Cat hammers are designed to rebuild easily, providing lasting value for your hammer investment.

Completely Cat[®]

- E Series hammers bring together your performance, quality, and serviceability expectations alongside our design, manufacturing and logistics experience. E Series hammers are completely Cat: from the inside out.

Hammer / Machine Compatibility

Skid steer and multi terrain loaders, mini-excavators and backhoe loaders. Contact your Cat dealer for specific machine configurations.

Model Machines

H35E/Es 301.4, 301.7, 301.8, 302.2, 302.4

H45E/Es 301.7, 301.8, 302.2, 302.4, 302.5, 302.7

H55E/Es 216, 226, 236, 242, 246, 247, 252, 257, 259, 262, 272, 277, 279, 287, 289, 297, 299, 302.5, 302.7, 303.5, 304, 305, 305.5

H65E/Es 216, 226, 236, 242, 246, 247, 252, 257, 259, 262, 272, 277, 279, 287, 289, 297, 299, 303.5, 304, 305, 305.5, 307, 308, 416, 420, 430



Americas North



Cat Hammers

Built for Your Convenience

Fully Enclosed, Silenced housing lowers overall noise level for a quieter, safer job site. Internal power cell is protected. Designed and engineered to eliminate stress points.

Easy to Tune & Maintain — Gas ports and valves are easy to check and charge while the hammer is mounted to the machine.

Standing Height Grease Point means required maintenance is comfortable and easy to do.

Tools are heat-treated, matched to piston diameter and mass to deliver full blow energy.

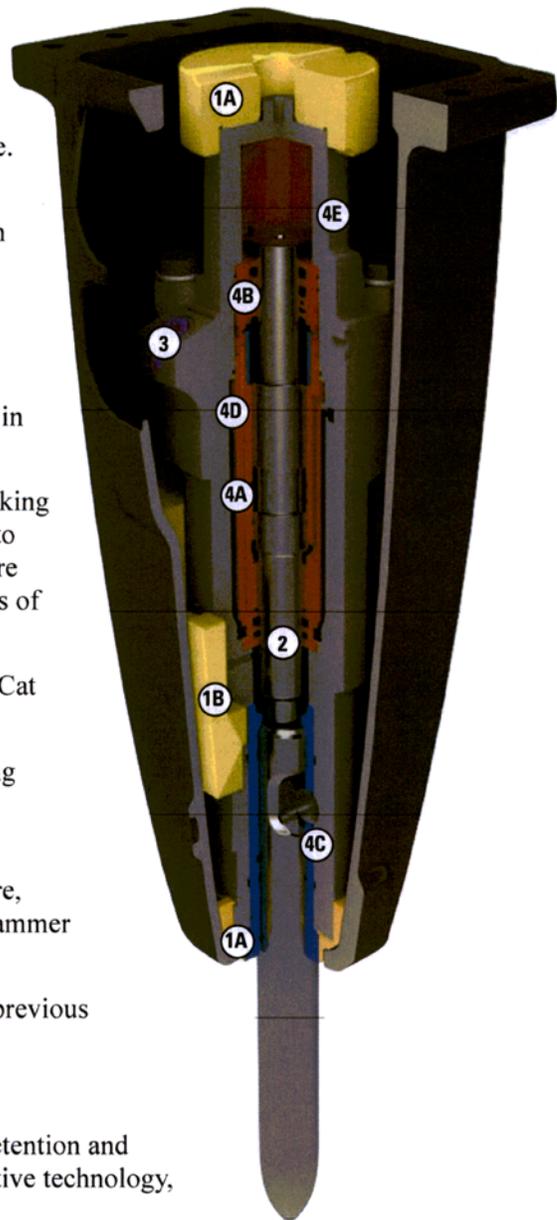
Non-silenced, side plate housing models are available.

Flat top

Pin-on

Built for Quick & Easy Maintenance, Lasting Value

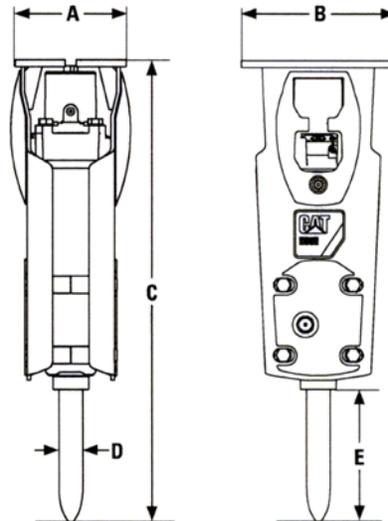
- ① **Tri-Suspension System** – This unique suspension system on the silenced models comprises the suspension jacket, the upper and lower buffers. Suspension aligns the power cell and gives manageable, smooth performance.
 - ①A **Upper & Lower Buffers** – Buffers at both ends of the power cell absorb reflective forces, isolating them from the machine. Result is quiet, reliable operation and reduced operator fatigue.
 - ①B **Suspension Jacket** – The front head is isolated by the two-piece suspension jacket, which dampens vibration and sound. A lower dBa allows the hammer to be used in urban and other noise restricted areas.
- ② **Auto Shut Off (ASO)** – Instantly stops the piston when breaking through material. Prevents blank firing, a key contributor to hammer wear. Internal stresses are reduced, providing more productive hours of work. Hammer is protected, regardless of operator skill level.
- ③ **Plug & Perform** – Designed for convenient installation on Cat machines.
 - ③A **Ports positioned for hose protection** – Improved routing eliminates downtime from breakage.
 - ③B **No adjustment necessary** for hydraulic pressures or flows. Hammer handles full auxiliary flow and pressure, automatically adjusting to match your Cat machine. Hammer over speeding and shortened service are prevented.
- ④ **Simple, Elegant Design** – 47% fewer parts (compared to previous models) provides quick, easy maintenance and service.
 - ④A **Single Piece Piston Sleeve** replaces easily.
 - ④B **Easy-to-remove Seal Carrier** provides maximum gas retention and reliable performance. New design incorporates innovative technology, with five gas retention seals on the power chamber.
 - ④C **Single Bushing Design** is slip fit and field-replaceable. One piece provides proper tool alignment (includes lower and upper bushing and thrust ring).
 - ④D **Integral Accumulator** on H55E/Es and H65E/Es provides additional protection for the machine's hydraulic system.
 - ④E **Valve Body & Front Head** – Power cell is efficiently designed, with only two major components. They are held together by head bolts rather than tie rods. Bolts are simpler to install and service.



Cat Hammers

Built to Your Specifications

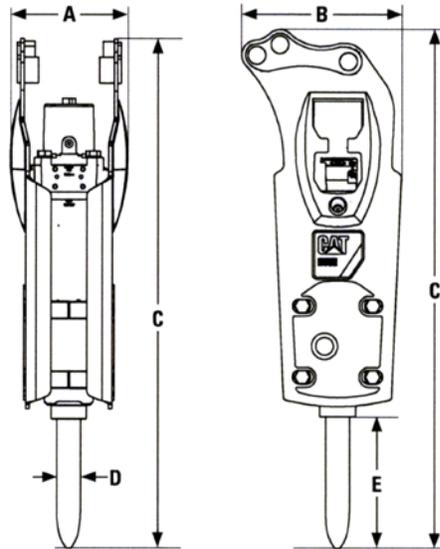
Flat Top Models



		H35Es	H35E	H45Es	H45E	H55Es
Specifications						
Recommended Carrier	t	1.1–2.4	1.1–2.4	1.5–3.2	1.5–3.2	2.5–6
Weight Range	(lb)	(2,430–5,300)	(2,430–5,300)	(3,310–7,060)	(3,310–7,060)	(5,500–13,200)
Operating Weight Range*	kg	125–130	125–130	145–250	145–250	260–345
	(lb)	(276–287)	(276–287)	(320–551)	(320–551)	(573–761)
Impact Frequency	blows/min.	600–1,800	600–1,800	780–1,800	780–1,800	600–1,680
Energy Class	J	407	407	542	542	813
	(ft-lb)	(300)	(300)	(400)	(400)	(600)
Rated Flow	lpm	12–35	12–35	25–62	25–62	30–85
	(gpm)	(3.2–9.2)	(3.2–9.2)	(6.6–16)	(6.6–16)	(7.9–22)
Operating Pressure, maximum	kPa	16,500	16,500	17,000	17,000	16,500
	(psi)	(2,393)	(2,393)	(2,465)	(2,465)	(2,393)
Dimensions						
A Width	mm	300	284	300	296	346
	(in)	(11.81)	(11.17)	(11.81)	(11.65)	(13.62)
B Length	mm	311	345	311	345	451
	(in)	(12.22)	(13.58)	(12.22)	(13.58)	(17.76)
C Height	mm	860	871	1,006	1,017	1,108
	(in)	(33.86)	(34.29)	(39.61)	(40.04)	(43.62)
D Tool Diameter, top	mm	40	40	50	50	58
	(in)	(1.57)	(1.57)	(1.97)	(1.97)	(2.28)
E Tool Working Length	mm	240	240	269	269	324
	(in)	(9.45)	(9.45)	(10.59)	(10.59)	(12.76)

Built to Your Needs

Pin-on Models



		H55E	H55E*	H65Es	H65E	H65E*
Specifications						
Recommended Carrier	t	2.5–6	2.5–6	3–9	3–9	3–9
Weight Range	(lb)	(5,500–13,200)	(5,500–13,200)	(6,600–19,800)	(6,600–19,800)	(6,610–19,800)
Operating Weight Range*	kg	250–340	220–315	315–390	305–380	260–355
	(lb)	(551–750)	(485–695)	(695–860)	(673–838)	(573–783)
Impact Frequency	blows/min.	600–1,680	600–1,680	720–1,740	720–1,740	720–1,740
Energy Class	J	813	813	1,085	1,085	1,085
	(ft-lb)	(600)	(600)	(800)	(800)	(800)
Rated Flow	lpm	30–85	30–85	40–115	40–115	40–115
	(gpm)	(7.9–22)	(7.9–22)	(10–30)	(10–30)	(10–30)
Operating Pressure, maximum	kPa	16,500	16,500	16,500	16,500	16,500
	(psi)	(2,393)	(2,393)	(2,393)	(2,393)	(2,393)
Dimensions						
A Width	mm	328	333	345	332	337
	(in)	(12.91)	(13.09)	(13.06)	(13.07)	(13.26)
B Length	mm	445	344	451	445	453
	(in)	(17.52)	(13.56)	(17.76)	(17.52)	(17.83)
C Height	mm	1,156	1,323	1,324	1,306	1,454
	(in)	(45.51)	(52.08)	(52.13)	(51.43)	(57.23)
D Tool Diameter, top	mm	58	58	68	68	68
	(in)	(2.28)	(2.28)	(2.68)	(2.68)	(2.68)
E Tool Working Length	mm	324	324	371	371	371
	(in)	(12.76)	(12.76)	(14.61)	(14.61)	(14.61)

* Pin-on model

Cat Hammers

Built for Your Construction & Demolition Projects...

Hammers of this size excel at breaking cinder block, brick, asphalt and pavement extending the use of your smaller building and construction equipment into site prep and light demolition work. Contact your local Cat dealer to see the complete line of Cat hammers for your larger equipment. Tackle reinforced concrete and rock breaking for your heavy demolition, mining and quarry projects.

APPLICATIONS

			Mini-Excavator		Skid Steer & Multi Terrain Loader	
			H35E/Es	H45E/Es	H55E/Es	Backhoe Loader
Construction						
Site prep, Landscaping	Ground excavation	Pipelines, municipalities				
		Frozen ground				
	Asphalt cutting	Driveways, roads				
	Compaction	Municipalities				
Demolition						
Concrete	Light	Sidewalks, driveways				
	Standard	Reinforced concrete 3"-20"				
Masonry	Cinder block, brick	Walls				
Pavement	Asphalt breaking	Driveways, roads				
	Concrete, composite	Roads				
Metallurgical						
Cleaning		Refractory linings in furnaces				

PRODUCTIVITY RATES

Production rates listed are for an 8-hour shift. They are for general estimation purposes only. Actual working results may vary.

Hammer Model	Non-Reinforced Concrete	
	m ³	yd ³
H35E/Es	6-12	(8-16)
H45E/Es	8-18	(10-23)
H55E/Es	14-23	(18-30)
H65E/Es	45-90	(34-69)



...with the Tools You Need to Get the Job Done



Chisel (C)

Use for general breaking, demolition, asphalt cutting and demolition of concrete or brick walls.



Moil (M)

Select for making holes, breaking light, reinforced concrete and general breaking and demolition.



Spade (S)

Use for general breaking and asphalt cutting.



Compacting Plate (CP)

Perfect when you need to compact soil.

	H35E/Es	H45E/Es	H55E/Es	H65E/Es
Road building / construction				
Breaking of road surface	C, M, S	C, M, S	C, M, S	C, M, S
Asphalt cutting	C, S	C, S	C, S	C, S
Demolition of bridges	C, M	C, M	C, M	C, M
Compacting soils	CP	CP	CP	CP
Making holes (for traffic signs, lamp posts)	M	M	M	M
Breaking of frozen ground	C, M, S	C, M, S	C, M, S	C, M, S
Demolition / housing development				
Demolition of concrete walls, roofs, floors	C, M	C, M	C, M	C, M
Demolition of light, reinforced concrete (<20")	M	M	M	M
Brick walls	C, M	C, M	C, M	C, M
Separating rebar from concrete (for recycling)	C, M	C, M	C, M	C, M
Metallurgical applications				
Breaking of refractory linings in furnaces	C, M	C, M	C, M	C, M

Cat Hammers

For more information on the variety of Work Tool attachments available contact your local Cat dealer.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

GEHH0204 (08-13)
Replaces YEKN0350

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RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidders	Cost
Bituminous Paving Materials	Michigan Paving & Materials Company	\$57.00 per ton/36A Top Mix \$56.00 per ton/13A Base Mix
Fire Hydrants and Hydrant Extensions	EJ USA, Inc.	Bid prices as shown on the attached Staff Report/Tabulation Sheet
Underground Sprinkling System Materials	John Deere Landscapes	Bid prices as shown on the attached Staff Report/Tabulation Sheet
Starter Fertilizer, Grass Seed & Hydro Mulch	Hanes Geo Components & John Deere Landscapes	Bid prices as shown on the attached Staff Report/Tabulation Sheet
Stainless Steel Clamp Couplings	Etna Supply Company	Bid prices as shown on the attached Staff Report/Tabulation Sheet
Topsoil	Oetman Excavating	\$5.35 per ton/unscreened \$7.55 per ton/screened
Sand	Cordes Inc.	\$4.08 per ton
Ready Mixed Concrete	Consumers Concrete Corporation	Bid prices as shown on the attached Staff Report/Tabulation Sheet

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 Reports

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: January 28, 2014
SUBJECT: Bid Award, Bituminous Paving Materials
FROM: Jodie Theis, Contracts and Procurement Supervisor
Date of Meeting: February 3, 2014

RECOMMENDATION

It is recommended that the City Council award the bid for bituminous paving materials to the lowest qualified bidder, Michigan Paving & Materials Company at \$57.00 per ton for 36A top mix hot asphalt and \$56.00 per ton for 13A base mix hot asphalt.

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 City's use of asphalt, made from materials that are able to be recycled, reduces the consumption of natural resources and the dumping of asphalt materials in landfills.

Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's street and utility repairs.

Economic Strength

The use of asphalt allows the Public Works Department to provide high quality street and utility repairs. The high quality street and utility repairs allow the Public Works Department to maintain the City's streets and infrastructure which sustains public and private property values.

DISCUSSION

The City repairs asphalt streets damaged by weather and utility failures throughout the year. In order to make permanent repairs in the warmer months, damaged asphalt must be removed and replaced. In order to acquire quality asphalt, bids are received each year.

Throughout the year, the City's streets have failures. The street failures can be caused by weather through exposure to sun light, rain, snow, and ice. The weather slowly deteriorates the street surface until moisture infiltrates under the asphalt. Once moisture has infiltrated the street surface, a freeze thaw cycle begins which leads to frost heaving and ultimately a pot hole.

Another cause of street damage is from utility failures such as a watermain breaks and water service failures. The utility failures can release large volumes of water which undermine the road.

Both of the aforementioned failures require immediate attention to protect the traveling public. From approximately May 1st through December 1st, hot asphalt plants are opened and the Public Works Department uses hot asphalt to make repairs to the street surface.

The City uses approximately 1,400 tons of hot asphalt top mix and approximately 1,000 tons of hot asphalt base mix each year. The hot asphalt is manufactured at a contractor's facility and picked up by the City's staff.

On Tuesday, January 28, 2014, the City received three bids for bituminous paving materials. Twenty-nine invitations to bid were sent to prospective bidders.

Although, Wyoming Asphalt Paving Co. submitted the lowest bid, the batching plant is located in Plainwell, Michigan, which exceeds the City's requirement of being within 10 miles of the City limits.

BUDGET IMPACT

The low bid for the 36A top mix hot asphalt is an increase of 8% over last year's bid price of \$52.25 per ton and the 13A base mix hot asphalt is an increase of 3% over last year's bid price of \$54.25 per ton.

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

BID TABULATION

Product	Estimated Annual Quantity to be Purchased (Tons)	Superior Asphalt, Inc.		Michigan Paving & Materials Company		Wyoming Asphalt Paving	
		Bid Price Per Ton	Total (Based on Estimated Annual Quantity)	Bid Price Per Ton	Total (Based on Estimated Annual Quantity)	Bid Price Per Ton	Total (Based on Estimated Annual Quantity)
36A Bituminous Top Mix	1,400	\$ 58.00	\$ 81,200.00	\$ 57.00	\$ 79,800.00	\$ 52.00	\$ 72,800.00
13A Bituminous Base Mix	1,000	\$ 58.00	\$ 58,000.00	\$ 56.00	\$ 56,000.00	\$ 51.00	\$ 51,000.00
Is the batching plant that the City will be getting the asphalt from located within 10 miles of the City limits?		Yes		Yes		No	

STAFF REPORT

DATE: February 10, 2014

SUBJECT: Bid Award, Fire Hydrants and Hydrant Extensions

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: February 17, 2014

RECOMMENDATION

It is recommended that the City Council award the bid for fire hydrants and hydrant extensions to the only bidder, EJ USA, Inc., as per attached Bid Tabulations.

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. Fire hydrants and hydrant extensions are manufactured from recycled material to protect the environment.

Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's street and utility repairs.

Economic Strength

The use of fire hydrants and hydrant extensions allows the Public Works Department to provide high quality utility repairs. The high quality utility repairs allow the Public Works Department to maintain the City's infrastructure which sustains public and private property value and safety.

DISCUSSION

The Public Works Department utilizes fire hydrants and hydrant extensions throughout the City of Wyoming to make repairs or replace fire hydrants that have been damaged by utility repairs, tree removals or vehicular accidents. Restoring the damaged property is an important function in maintaining the City's safety. Bids are received each year in order to acquire quality fire hydrants and hydrant extensions.

On Tuesday, February 4, 2014, the City received one bid for fire hydrants and hydrant extensions. Fifty-six invitations to bid were sent to prospective bidders.

BUDGET IMPACT

The City is anticipating that it will spend approximately \$10,000.00 for fire hydrants and hydrant extensions.

Sufficient funds have been budgeted in the Water hydrant maintenance account; 591-441-56600-775.000.

BID TABULATION

Bidder	Description	Waterous Hydrant (Each)	East Jordan Iron Works (Each)
EJ USA, Inc.	Hydrant, Standard Height		\$1,586.94
	Hydrant, with 6" Extension		\$1,852.94
	Hydrant with 12" Extension		\$1,897.94
	6" Extension		\$266.00
	12" Extension		\$311.00
	18" Extension		\$353.00
	24" Extension		\$383.00
State number of days required for deliveries from date of receipt of orders:			5-7

STAFF REPORT

DATE: February 10, 2014

SUBJECT: Bid Award, Underground Sprinkling System Materials

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: February 17, 2014

RECOMMENDATION

It is recommended that the City Council award the bid for underground sprinkling system materials to the only bidder, John Deere Landscapes as per attached Bid Tabulation.

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 underground sprinklers with electronic controllers reduces the waste of water to protect the environment.

Social Equity

Underground sprinkling is provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's underground sprinkling.

Economic Strength

The use of underground sprinkling systems allows the Public Works Department to provide aesthetic medians. Having aesthetic medians allows the Public Works Department to maintain the City's public and private property values.

DISCUSSION

The Public Works Department utilizes underground sprinkling system materials throughout the City of Wyoming to make repairs in the medians and private property that has been damaged by utility repairs or tree removals. Restoring the damaged property is an important function in maintaining the City's aesthetics and safety. Bids are received each year in order to acquire quality underground sprinkling system materials.

On Tuesday, February 4, 2014, the City received one bid for underground sprinkling system materials. Fifty-six invitations to bid were sent to prospective bidders.

BUDGET IMPACT

The City is anticipating that it will spend approximately \$10,000 for underground sprinkling system materials. Sufficient funds are available in the major street maintenance account: 202-441-46300-775.000.

BID TABULATION

Item Description	Unit	John Deere Landscapes Unit Price
1" Toro Electric Valve (Flow Control)	Each	\$ 43.17
1 1/2" Toro Electric Valve (Flow Control)	Each	\$ 73.34
2" Toro Electric Valve (Flow Control)	Each	\$ 92.56
1" Nelson Valve	Each	\$ 14.75
1 1/2" Nelson Valve	Each	\$ 44.26
2" Nelson Valve	Each	\$ 56.31
1" Atmospheric Vacuum Breaker	Each	\$ 42.20
1" Pressure Vacuum Breaker	Each	\$ 67.90
1" RPZ Vacuum Breaker	Each	\$ 224.33
1 1/4" AVB	Each	\$ 117.64
1 1/4" PVB	Each	\$ 278.90
1 1/4" RPZ	Each	\$ 286.61
1 1/2" AVB	Each	\$ 125.36
1 1/2" PVB	Each	\$ 292.59
1 1/2" RPZ	Each	\$ 416.03
2" AVB	Each	\$ 167.40
2" PVB	Each	\$ 332.20
2" RPZ	Each	\$ 323.45
Leit 12 Station Solar Controller	Each	\$ 898.71
Leit 8 Station Solar Controller	Each	\$ 745.07
Leit 6 Station Solar Controller	Each	\$ 640.22
Lema 1500 S Micropower Actuator	Each	\$ 63.64
Nelson 8014 Battery Powered Actuator	Each	\$ 91.65
Toro 570 4" Pop up Head	Each	\$ 1.71
Toro 570 6" Pop Up Head	Each	\$ 7.00
Toro 570 8H, 8Q, 8F Nozzles	Each	\$ 1.30
Toro 570 10H, 10Q, 10F Nozzles	Each	\$ 1.30
Toro 570 12H, 12Q, 12F Nozzles	Each	\$ 1.30
Toro 570 15H, 15Q, 15F Nozzles	Each	\$ 1.30
Toro Mini 8 Rotor	Each	\$ 40.64
1/2" Cut off Risers	Each	\$ 0.50
1/2" x 3/4" Cut off Risers	Each	\$ 0.533
3/4" Cut off Risers	Each	\$ 0.743
3/4" Poly Pipe	Foot	\$ 0.183
1" Poly Pipe	Foot	\$ 0.240
1 1/4" Poly Pipe	Foot	\$ 0.437
1 1/2" Poly Pipe	Foot	\$ 0.583
2" Poly Pipe	Foot	\$ 0.94
Funny Pipe	Foot	\$ 0.193
3/4" Crimp Clamp	Each	\$ 0.094
1" Crimp Clamp	Each	\$ 0.103
1 1/4" Crimp Clamp	Each	\$ 0.12
1 1/2" Crimp Clamp	Each	\$ 0.129
2" Crimp Clamp	Each	\$ 0.147
6" Round Valve Box W/ Cover	Each	\$ 2.49
10" Round Valve Box W/ Cover	Each	\$ 6.43

11" x 16" Rectangle Valve Box W/ Cover	Each	\$	16.50
1" PVC Schedule 40	Foot	\$	0.42
1 ¼" PVC Schedule 40	Foot	\$	0.591
1 ½" PVC Schedule 40	Foot	\$	0.656
2" PVC Schedule 40	Foot	\$	0.876
1 ½" PVC Schedule 80	Foot	\$	1.21
2" PVC Schedule 80	Foot	\$	1.69
Leit 4 Station Solar Controller	Each	\$	498.79
1" PVC Coupling	Each	\$	0.243
1" PVC Tee	Each	\$	0.409
1" PVC Elbow	Each	\$	0.307
1¼" PVC Coupling	Each	\$	0.336
1¼" PVC Tee	Each	\$	0.637
1¼" PVC Elbow	Each	\$	0.541
1½" PVC Coupling	Each	\$	0.359
1½" PVC Tee	Each	\$	0.774
1½" PVC Elbow	Each	\$	0.584
2" PVC Coupling	Each	\$	0.544
2" PVC Tee	Each	\$	1.129
2" PVC Elbow	Each	\$	1.13
K Rain Rotor Head	Each	\$	8.14
¾" Poly Coupling	Each	\$	0.321
¾" Poly Tee	Each	\$	0.621
¾" Poly x ½" Thread End Elbow	Each	\$	0.607
1" Poly Coupling	Each	\$	0.336
1" Poly Tee	Foot	\$	0.81
1" Poly x ¾" Thread End Elbow	Each	\$	0.747
1¼" Poly Coupling	Each	\$	0.496
1¼" Poly Tee	Each	\$	1.26
1¼" Poly x ¾" Thread End Elbow	Each	\$	1.10
¾" x ¾" x ½" Thread, FPT	Each	\$	0.777
1" x 1" x ¾" Thread, FPT	Each	\$	1.02
¾" x ¾" Poly Elbow	Each	\$	0.643
1" x 1" Poly Elbow	Each	\$	0.711

STAFF REPORT

DATE: February 5, 2014

SUBJECT: Bid Award, Starter Fertilizer, Grass Seed and Hydro Mulch

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: February 17, 2014

RECOMMENDATION

It is recommended that the City Council award the bid for the starter fertilizer and hydro mulch to the low bidder, Hanes Geo Components, at \$15.00 per 50 lb. bag of fertilizer and \$9.35 per 50 lb. bale of hydro mulch. It is also recommended that the City Council award the bid for grass seed to the low bidder, John Deere Landscapes, at \$84.63 per 50 lb. bag.

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 Public Works Department uses hydro mulch that is made from recycled newspaper that decomposes over time, enriching the soil and assists in preventing soil erosion.

Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's street and utility repairs.

Economic Strength

The use of starter fertilizer, hydro mulch and grass seed allows the Public Works Department to provide high quality street and utility repairs. The high quality repairs allow the Public Works Department to maintain the City's infrastructure which sustains public and private property values.

DISCUSSION

The Public Works Department utilizes starter fertilizer, hydro mulch and grass seed throughout the City of Wyoming to make repairs in the right-of-ways and private property that has been damaged by utility repairs or tree removals. Restoring the damaged property is an important function in maintaining the City's aesthetics and safety. Bids are received each year in order to acquire quality starter fertilizer, hydro mulch and grass seed.

The City uses approximately 300 bales of hydro mulch and 60 bags each of starter fertilizer and grass seed each year for a total cost of approximately \$10,200.00. The material will be delivered to the Public Works Department, where a stockpile of the materials is maintained.

On Tuesday, February 4, 2014, the City received three bids for starter fertilizer, hydro mulch and grass seed. Sixty-eight invitations to bid were sent to prospective bidders.

BUDGET IMPACT

The low bid for starter fertilizer is a decrease of 31% from last year's price of \$19.72 per 50 lb. bag; the low bid for hydro mulch is an increase of 11% from last year's price of \$8.30 per 50 lb. bale; and, the low bid for grass seed is an increase of 32% from last year's price of \$57.20 per 50 lb. bag. Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

BID TABULATION

	Hanes Geo Components	John Deere Landscapes	Tri-Turf
Starter Fertilizer			
Each Bid Price	\$15.00	\$16.51	\$19.98
Brand Name/Mfg.	10-20-20 Starter	Lesco 18-24-12	Andersons 18-12-6
Size of Bag	50 lbs.	50 lbs.	50 lbs.
Minimum Order (No Delivery Charges)	20	40 bags	
Delivery Charges (Under Minimum Order)	\$25.00	\$25.00	\$15.00
Hydro Mulch			
Each Bid Price	\$9.35	\$8.46	\$7.95
Brand Name/Mfg.	GeoPro Basis Plus	Nuwool Hydrogreen Hydro Seeding Mulch with Tack	Nuwool Hydrogreen Paper & Tac
Size of Bag	50 lbs.	40 lbs.	40 lbs.
Minimum Order (No Delivery Charges)	40	40 Bales	
Delivery Charges (Under Minimum Order)	\$25.00	\$25.00	\$15.00
Grass Seed			
Each Bid Price	\$85.00	\$84.63	\$96.50
Brand Name/Mfg.	Wyoming Green	Great Lakes Hydro Seed Mix	Swift-N-sure Mix
Size of Bag	50 lbs.	50 lbs.	50 lbs.
Minimum Order (No Delivery Charges)	20	20 Bags	
Delivery Charges (Under Minimum Order)	\$25.00	\$25.00	\$15.00
Number of days required for deliveries from date of receipt of orders:	7	2-10	10

STAFF REPORT

DATE: January 29, 2014

SUBJECT: Bid Award, Stainless Steel Clamp Couplings

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: February 17, 2014

RECOMMENDATION

It is recommended that the City Council award the bid for stainless steel clamp couplings to the low bidder, Etna Supply Company.

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 Public Works Department's use of stainless steel clamp couplings conserves natural resources by reducing the need to completely replace existing water mains.

Social Equity

Utility repairs are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's utility repairs.

Economic Strength

The use of stainless steel clamp couplings allows the Public Works Department to provide high quality utility repairs. The high quality utility repairs allow the Public Works Department to maintain the City's infrastructure which sustains public and private property values.

DISCUSSION

The Public Works Department utilizes stainless steel clamp couplings to repair damaged water mains and sewers throughout the City of Wyoming. Sewer main and water main breaks can be caused by several factors, including age, freezing or thawing of soil, pipe corrosion, soil conditions, or ground movement.

Bids are received each year in order to acquire quality stainless steel clamp couplings. On Tuesday, January 28, 2014, the City received two bids for stainless steel clamp couplings. Thirty-eight invitations to bid were sent to prospective bidders.

BUDGET IMPACT

The Public Works Department anticipates spending approximately \$8,800 for stainless steel clamp couplings. The bid is a decrease of 0.3% from last year's total price of \$8,750. Sufficient funds are available in the sewer and water maintenance accounts: 590-441-54200-775.000 and 591-441-56200-775.000.

BID TABULATION

Est. Qty.	Nom. Size (inches)	O.D. Range (inches)	Width (inches)	Weight (pounds)	Etna Supply Company		EJ USA, Inc.	
					Unit Price	Total	Unit Price	Total
2	4	4.74-5.14	12	10.5	\$66.57	\$133.14	\$74.87	\$149.74
30	6	6.84-7.24	12	12.2	\$81.57	\$2,447.10	\$90.04	\$2,701.20
6	6	6.84-7.24	12	12.2	\$98.57	\$591.42	\$109.51	\$657.06
6	6	6.84-7.24	15	14.6	\$89.57	\$537.42	\$99.31	\$595.86
15	8	8.99-9.39	12	14.5	\$95.57	\$1,433.55	\$106.05	\$1,590.75
4	8	8.99-9.39	12	14.5	\$112.57	\$450.28	\$125.52	\$502.08
4	8	8.99-9.39	20	23.2	\$154.57	\$618.28	\$171.70	\$686.80
4	10	11.04-11.44	12	16.5	\$124.57	\$498.28	\$138.16	\$552.64
6	12	13.10-13.50	12	18.7	\$144.57	\$867.42	\$160.12	\$960.72
2	6		20		\$152.57	\$305.14	\$169.29	\$338.58
2	8		20		\$172.57	\$345.14	\$191.16	\$382.32
2	12		20		\$244.57	\$489.14	\$270.92	\$541.84
0	16	17.15-18.35	20		\$553.57	\$0.00	\$612.42	\$0.00
Brand:					ROMAC		ROMAC	
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?					Yes		Yes	

STAFF REPORT

DATE: February 5, 2014
SUBJECT: Bid Award, Topsoil
FROM: Jodie Theis, Contracts and Procurement Supervisor
Date of Meeting: February 17, 2014

RECOMMENDATION

It is recommended that the City Council award the bid for topsoil to the low bidder, Oetman Excavating, at \$5.35 per ton of unscreened topsoil and \$7.55 per ton for screened topsoil.

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 Public Works Department uses topsoil that is made from composted materials.

Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's street and utility repairs.

Economic Strength

The use of topsoil allows the Public Works Department to provide high quality utility repairs. The high quality repairs allow the Public Works Department to maintain the City's infrastructure which sustains public and private property values.

DISCUSSION

The Public Works Department utilizes topsoil throughout the City of Wyoming to restore right-of-ways and private property that have been disturbed by utility repairs or tree removals. Restoring the disturbed property is an important function in maintaining the City's aesthetics and safety.

Bids are received each year in order to acquire quality topsoil. The City uses approximately 600 tons of topsoil each year. The topsoil is delivered to the Public Works Department, where a stockpile of topsoil is maintained for restoration projects.

On Tuesday, February 4, 2014, the City received three bids for topsoil. Fifty-six invitations to bid were sent to prospective bidders.

BUDGET IMPACT

The low bid for unscreened topsoil and screened topsoil is the same as last year's prices. Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

BID TABULATION

	Oetman Excavating	Verplank Trucking Co.	Yellow Rose Transport
Unscreened Topsoil (per ton)	\$5.35		\$6.75
Screened Top Soil (per ton)	\$7.55	\$7.75	\$9.75
Cubic Yard to Ton conversion used (if applicable)	\$1.35		
Number of days required for deliveries from date of receipt of orders	2-3	As Needed	1-2

STAFF REPORT

DATE: January 29, 2014
SUBJECT: Bid Award, Sand
FROM: Jodie Theis, Contracts and Procurement Supervisor
Date of Meeting: February 17, 2014

RECOMMENDATION

It is recommended that the City Council award the bid for sand to the lowest bidder, Cordes Inc.

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 sand provides structural support to the City's utilities and roads reducing premature failures and replacements.

Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's street and utility repairs.

Economic Strength

The use of sand allows the Public Works Department to provide high quality street and utility repairs. The high quality street and utility repairs allow the Public Works Department to maintain the City's streets and infrastructure which sustains public and private property values.

DISCUSSION

The Public Works Department utilizes sand throughout the City of Wyoming to restore roadways, right-of-ways, and private properties that have been damaged by utility repairs, asphalt failures, or concrete failures. Restoring public and private property is an important function in maintaining the City's aesthetics and safety.

The City uses approximately 600 tons of sand each year. The sand is delivered to and stock piled at the Public Works Department.

In order to acquire quality sand, bids are received each year. On Tuesday, January 28, 2014, the City received six bids for sand. Sixty-three invitations to bid were sent to prospective bidders. Cordes Inc. submitted the lowest bid of \$4.08 per ton.

BUDGET IMPACT

The low bid for sand is an increase of 15% from last year's price of \$3.45 per ton. Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

BID TABULATION

Bidder	Per Ton
Cordes Inc.	\$ 4.08
Yellow Rose Transport	\$ 4.54
Oetman Excavating	\$ 4.75
Stoneco of Michigan	\$ 4.75
VerPlank Trucking Co.	\$ 5.90
Grand Rapids Gravel Co.	\$ 7.75

STAFF REPORT

DATE: February 11, 2014

SUBJECT: Bid Award, Ready Mixed Concrete

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: February 17, 2014

RECOMMENDATION

It is recommended that the City Council award the bid for ready mixed concrete to the lowest bidder, Consumers Concrete Corporation.

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 City's use of concrete, made from materials that are able to be recycled, reduces the consumption of natural resources and the dumping of concrete materials in landfills.

Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's street and utility repairs.

Economic Strength

The use of concrete allows the Public Works Department to provide high quality street and utility repairs. The high quality street and utility repairs allow the Public Works Department to maintain the City's streets and infrastructure which sustains public and private property values.

DISCUSSION

The City utilizes concrete to repair and maintain the City's streets, curbs, drives, sidewalks and other infrastructure damaged by weather and utility failures throughout the year. In order to acquire quality concrete, bids are received each year.

The City expects to spend approximately \$35,000 on ready mixed concrete each year. The concrete is to be delivered to the various job sites throughout the City.

On Tuesday, January 28, 2014, the City received two bids for ready mixed concrete. Twenty-nine invitations to bid were sent to prospective bidders. Consumers Concrete Corporation submitted the lowest bid at \$84.50 per cubic yard for 6.0 Sack concrete. While Consumers Concrete Corporation's bid of \$100.50 per cubic yard for 9.0 Sack concrete was \$0.50 higher than the other bidder, the volume of 9.0 Sack concrete is less than 5% of the concrete ordered in a year.

BUDGET IMPACT

The bid for the 6.0 Sack concrete is an increase of 7% from last year's bid price of \$78.50 per cubic yard and the 9.0 Sack concrete is an increase of 6% from last year's bid price of \$94.50 per cubic yard.

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

BID TABULATION

Bidder	6.0 Sack A/E Concrete	9.0 Sack Hi-Early Strength Concrete
Consumers Concrete Corporation	\$84.50	\$100.50
Additional Charges		
1% Calcium Chloride	\$1.50	Per Cu. Yd.
Deliveries under 5 Cu. Yds.	\$50.00	Per Delivery
Uploading time in excess of one hour	\$90.00	per hour, or fraction thereof
Truck batched after 4:00 p.m.	\$25.00	Per Truck
Fuel Surcharge	\$15.00	Per Load
Concrete Retarder	\$2.50	Per Cu. Yd. of Concrete
Hot Water Charge - November & April	\$4.00	Per Cu. Yd.
Hot Water Charge - December -March	\$8.00	Per Cu. Yd.
Grand Rapids Gravel Co.	\$85.00	\$100.00
1% Calcium Chloride	\$2.00	Per Cu. Yd.
Deliveries under 5 Cu. Yds.	\$50.00	Per Delivery
Uploading time in excess of one hour	\$90.00	per hour, or fraction thereof
Truck batched after 4:00 p.m.	\$150.00	Per Truck
Fuel Surcharge	\$15.00	Per Load
Concrete Retarder	\$1.50	Per Cu. Yd. of Concrete

ORDINANCE NO. 1-14

AN ORDINANCE TO ADD SECTION 50-170 TO
THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 50-170 to the Code of the City of Wyoming to read as follows:

Sec. 50-170. Begging and Soliciting.

(a) The following words, terms and phrases, when used in this section, shall have the meaning provided below, except where the context clearly indicates a different meaning:

Accosting means approaching or speaking to a person in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon his person, or upon property in his immediate possession.

Ask, beg or solicit means and includes, without limitation, the spoken, written or printed word or such other acts as are conducted in furtherance of the purpose of obtaining donations.

Forcing oneself upon the company of another means continuing to ask, beg or solicit from a person after that person has made a negative response, blocking the passage of the individual addressed, or otherwise engaging in conduct which could reasonably be construed as intended to compel or force a person to accede to demands.

(b) It shall be unlawful for any person to solicit money or other things of value:

(1) On private property if the owner, tenant or lawful occupant has asked the person not to solicit on the property or has posted a sign clearly indicating that solicitations are not welcome on the property;

(2) Within 15 feet of the entrance to or exit from any public toilet facility;

(3) Within 15 feet of an automated teller machine, provided that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility;

(4) Within 15 feet of any pay telephone, provided that when a pay telephone is located within a telephone booth or other facility, such distance shall be measured from the entrance or exit of the telephone booth or facility;

(5) Within any public transportation vehicle, or within 15 feet of any bus stop, taxi stand or rapid transit stop;

(6) From any operator of a motor vehicle that is being operated on a public street; provided however, that this subsection shall not apply to services rendered in connection with

emergency repairs requested by the owner or passengers of such vehicle;

(7) From any person who is waiting in line for entry to any building, public or private, including, but not limited to, any residence, business or athletic facility; or

(8) Within 15 feet of the entrance or exit from a building, public or private, including, but not limited to, any residence, business or athletic facility without the knowledge and consent and/or invitation of the owner or party in control of that building.

(c) It shall be unlawful for any person to solicit money or other things of value by:

(1) Accosting another; or

(2) Forcing oneself upon the company of another.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2014.

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 _____, 2014.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 1-14

MEMORANDUM

TO: Wyoming City Council

FROM: Jack R. Sluiter
Wyoming City Attorney

DATE: January 3, 2014

RE: Soliciting/Begging Ordinance

As Council is aware the City of Wyoming along with other local communities in the area have an increasing problem with “panhandling” or solicitation of funds in public places by persons alleging to be unemployed, disabled, veterans etc. The typical ordinance as well as the state statute regulating begging or soliciting in public places was declared unconstitutional by the United States District Court for the Western District of Michigan in August of 2012. Following that decision, the problems with soliciting, particularly adjacent to public streets became a much more significant problem. I have recently attended a meeting with the local city attorneys at which we discussed an attempt to have a relatively uniform ordinance regulating begging or soliciting in public places. The City of Kentwood has enacted an ordinance which has already been challenged and upheld by the Kent County Circuit Court. At this point they are actively enforcing this ordinance.

It was the consensus of local attorneys that we should attempt to have ordinances which are, to the greatest extent possible, uniform in regulating this type of activity. As of this point in addition to Kentwood, the other core cities are in the process of reviewing this type of ordinance to bring to their respective councils. I have prepared the attached ordinance for consideration at the January 13 Work Session.

It is important to remember in considering this ordinance that in order to avoid a constitutional challenge to the ordinance based upon a “equal protection” argument, it is necessary to apply the bans against solicitation to all persons and/or organizations. For example, in order to prohibit begging or other solicitation by the “sign holders” which we all see, it would also be necessary to apply this to any person or organization attempting to solicit funds which would be in violation of this ordinance even if they are legitimate organizations. I can discuss this further at the work session.

cc: Curtis Holt
Chief Carmody
Heidi Isakson

ORDINANCE NO. 2-14

AN ORDINANCE TO AMEND SECTION 50-63
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 50-63 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 50-63 Harassing Communication

(a) It shall be unlawful for any person by the use of a telephone, to do or perform any of the following:

- (1) Disturb the peace, quiet, or privacy of any person or family by repeated and continued calls intended to harass or disturb the person or family to whom the calls are made;
- (2) Use obscene or offensive language, or suggest any lewd or lascivious act;
- (3) Attempt to extort money or anything of value from the person or family;
- (4) Threaten any physical violence or harm to any person or family; or

(b) It shall be unlawful for any person by use of electronic communication to do or perform any of the following:

- (1) Disturb the peace, quiet, or privacy of any person or family by repeated and continued communications intended to harass or disturb the person or family to whom the communications are made;
- (2) Use obscene or offensive language, or suggest any lewd or lascivious act;
- (3) Attempt to extort money or anything of value from the person or family;
- (4) Threaten any physical violence or harm to any person or family; or

(c) For purposes of this section, “electronic communication” means the origination, emission, dissemination, transmission, or reception of data, images, signals, and sounds. “Electronic communication” includes, but is not limited to:

- (1) Electronic mail;

- (2) Internet-based communication;
- (3) Pager service;
- (4) Electronic text message.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2014.

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 _____, 2014.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 2-14

MEMORANDUM

TO: Wyoming City Council

FROM: Jack R. Sluiter
Wyoming City Attorney

DATE: January 3, 2014

RE: Ordinance Amendment Harassing/Threatening Communications

The City Code has long contained a provision which prohibits a party from using the telephone to harass, threaten or take certain other actions regarding the recipient of the telephone communication. Unfortunately, that ordinance has now been rendered somewhat irrelevant by advances in technology which allow the same types of activities using social media and other similar electronic communications.

We have long prosecuted people for making threats or harassing people with the phone. We would now like to attempt to control some of these activities using the internet and other electronic communications. We have found that many of the assaults and other crimes which we prosecute have started with Facebook and other electronic communications. This is particularly true among students and younger adults.

I have prepared the attached ordinance to amend our ordinance regarding Harassing Communications to include electronic communications. I would like to discuss this with the Council at the January 13, 2014 Work Session.

cc: Curtis Holt
Chief Carmody
Heidi Isakson

JRS/sak
2/17/14

ORDINANCE NO. 4-14

AN ORDINANCE TO REPEAL DIVISION 2 OF ARTICLE V
OF CHAPTER 14 OF THE CODE OF THE CITY OF WYOMING
ENTITLED "AMUSEMENT MACHINES"

THE CITY OF WYOMING ORDAINS:

Section 1. That Division 2 of Article V of Chapter 14 (Sections 14-231 through 14-236) of the Code is hereby repealed.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2014.

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 _____, 2014.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 4-14

Staff Report

Date: February 4, 2014
Subject: Ordinance Sections 14-231 through 14-246 Amusement Machines
From: Heidi A. Isakson, City Clerk
Meeting Date: February 10, 2014 Work Session

Recommendation:

Staff recommends repeal of Ordinance Sections 14-231 through 14-246, Amusement Machines, as obsolete.

Sustainability Criteria:

Environmental Quality – No impact.

Social Equity – The regulation of amusement machines was once considered necessary by the City of Wyoming to prevent illegal gambling, to regulate and control the size and location of amusement machines, regulate the concentration of amusement machines at any one location, and protect the public welfare and peace. The way amusement machines are designed, marketed and used no longer represent a significant risk to the public welfare and peace.

Economic Strength – Revenue from amusement machine license fees has averaged about \$,1500 per year over the past three years. Individual companies have paid license fees ranging from \$50 to nearly \$300 per year. These fees would not be replaced.

Discussion:

The City of Wyoming no longer identifies significant risk to public health, safety and welfare from the ownership and operation of amusement machines which would warrant specific machine regulations.

Any amusement machines or use of amusement machines that constitutes gambling under state law would still be prohibited under state law. Repeal of this ordinance would not legalize any amusement machines currently not legal; it would allow the value of noncash prizes for ticket redemption games to rise from \$150 (the current ordinance) to \$500 (state law).

Budget Impact: Business license fee revenue would be reduced by approximately \$1,500 per year.

JRS/sak
2/17/14

ORDINANCE NO. 5-14

AN ORDINANCE TO REPEAL SECTION 90-371(21)
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-371(21) of the Code is hereby repealed.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2014.

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 _____, 2014.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 5-14

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

cc: Barbara VanDuren, Deputy City Manager

FROM: Heidi A. Isakson, City Clerk

DATE: February 11, 2014

RE: Community Centers in the B-2 District
Zoning Code Correction

In 2009, the City Council adopted Ordinance 7-09 making community centers a special use in the B-2 zoning district, see Section 90-372(21), rather than a permitted use as they had been previously.

The ordinance inadvertently did not remove the permitted use paragraph, 90-371(21). I have asked the City Attorney to draft an ordinance correcting this oversight, by repealing this paragraph.

To confirm, community centers in the B-2 district, are a special use.