

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 20, 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 October 6, 2014 and the work session of October 13, 2014
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider an Application for an Industrial Facilities Exemption Certificate for Zeeland Lumber Real Estate Holding 4, LLC
7:02 p.m. To Consider the Establishment of an Industrial Development District for Zinger Sheet Metal in the City of Wyoming
- 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
14-23 Acceptance of a Watermain Easement for Construction at 5873 Division Avenue SW (Paul and Marlene Seida)
- 13) Budget Amendments**
 - a) Budget Amendment No. 27 – To Appropriate \$15,000 of Budgetary Authority to Provide Funding for the Finance System Upgrade to the New World Human Resources Next Gen Version
 - b) DDA Budget Amendment No. 01 – To Appropriate \$14,795.40 of Budgetary Authority to Provide Funding for the Replacement of Light Poles and Fixtures for Michael Avenue from 28th Street to Prairie with an Additional Two on 28th Street Itself
- 14) Consent Agenda**
- 15) Resolutions**
 - a) To Establish Industrial Development District 300 for Zinger Sheet Metal in the City of Wyoming
 - b) To Approve the Application of Zeeland Lumber Real Estate Holding 4, LLC for an Industrial Facilities Exemption Certificate in the City of Wyoming for a New Facility and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
 - c) To Approve Payment of the Annual Grand Valley Metro Council Dues

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

- d) To Accept an Offer for the Sale of City Owned Property Located at 3470 S. Division Avenue, a Vacant Lot, Formerly the Location of a Citgo Gas Station
- e) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company
- f) To Award a Contract for the Bayberry Farms Flood Mitigation Improvements Project (Budget Amendment No. 26)
- g) To Authorize the Mayor and City Clerk to Execute an Amendment to Contract 14-5038 with the Michigan Department of Transportation for the Reconstruction of Concrete Bridge Approaches Along Highway I-196 over an Abandoned Conrail Railroad in the City of Wyoming
- h) To Accept Change Order #1 and #2 from Rehmann Robson for Auditing Services
- i) To Authorize the Purchase of Furniture
- j) To Accept a Quotation for the Purchase of Police Duty Belts and Associated Gear
- k) To Authorize the Mayor and City Clerk to Execute an Agreement with AT&T for Switched Ethernet Service
- l) To Approve a Change Order for the Clean Water Plant Laboratory Renovation Project and to Authorize the Mayor and City Clerk to Execute the Change Order
- m) To Authorize the Mayor and City Clerk to Accept an Agreement with Semco Energy Gas Company and Reliable Energy, Inc. for the Purchase of Natural Gas
- n) For Award of Bid
 - 1. Low Service Variable Frequency Drive Replacement

17) Ordinances

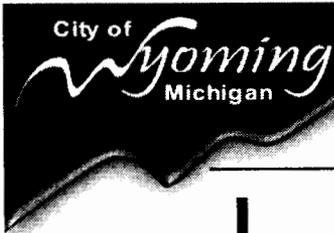
- 21-14 To Add Article VI to Chapter 14 of the Code of the City of Wyoming Entitled “Medical Marijuana Facilities” (First Reading)
- 22-14 To Add Section 90-69 to the Code of the City of Wyoming (Medical Marijuana Facilities) (First Reading)
- 23-14 To Add Article III to Chapter 82 of the Code of the City of Wyoming Entitled “Lawns, Gardens and Water Efficient Landscaping” (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

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



October 20, 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. 14-23

Subject: Acceptance of a Watermain Easement for Construction at
5873 Division Avenue, SW (Paul and Marlene Seida)

Councilmembers:

Paul and Marlene Seida, owners of 5873 Division Avenue, SW, have submitted the following described Watermain Easement allowing the City of Wyoming rights to access the property for construction and maintenance reasons for a 16 inch watermain. The Watermain Easement area is shown on the attached Estimate of Just Compensation drawing. The acquisition is associated with the reconstruction and widening of Division Avenue from 54th Street to 60th Street in 2015.

Grantor:	Paul and Marlene Seida
Parent Parcel:	41-17-36-476-052
Right-of-way Size	1,802 sf – Watermain Easement
Consideration:	\$2,884.00

It is recommended that the City Council accept the attached Watermain Easement which has been approved as to form by the City Attorney.

Respectfully submitted,

Curtis L. Holt
City Manager

Attachments: Watermain Easement
Estimate of Just Compensation

CITY OF WYOMING
WATERMAIN EASEMENT
Parcel No. 41-17-36-476-052

The Grantors, Paul Seida and Marlene Seida, husband and wife, whose address is 10130 Baker Avenue, SE, Alto, Michigan 49302.

DO HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal Corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein), an Easement for Watermain purposes, including the right to enter upon the real property at any time and to construct, repair and maintain the underground watermain in, over, under, across, through and upon said real property together with the right to excavate and refill ditches and/or trenches for the location of said watermain and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said watermain in, over, under, across, through and upon said real property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Legal Description of Watermain Easement and Legal Description of Real Property (Parcel No. 41-17-36-476-052)

For the full consideration of Two Thousand Eight Hundred Eighty Four Dollars and No Cents (\$2,884.00).

The City shall have the right to use the Grantor's property outside the Easement area but adjoining the Easement area to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement area to as good or better condition than it was prior to any work having been performed.

Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would inhibit the intended use of the Easement.

DATED: 10-13-14

Approved as to form:

[Signature]
Attorney for the City of Wyoming

KELLY JACOBSEN
Notary Public, State of Michigan
County of Ottawa
My Commission Expires: 6/21/2017
Acting in the County of Ottawa

GRANTORS:

[Signature]
Paul Seida

[Signature]
Marlene Seida

STATE OF MICHIGAN)
)ss.
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this day October 8, 2014, by Paul Seida and Marlene Seida.

[Signature]
Kelly Jacobsen, Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 6/21/2017
Acting in the County of: Ottawa

Prepared by and after recording 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

LEGAL DESCRIPTION OF WATERMAIN EASEMENT:

THAT PART OF THE SOUTHEAST 1/4, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE N00°00'00"W 370.00 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE N87°23'50"W 50.05 FEET ALONG THE NORTH LINE OF THE SOUTH 370 FEET OF SAID SOUTHEAST 1/4 TO THE WESTERLY RIGHT OF WAY LINE OF DIVISION AVENUE AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N87°23'50"W 30.03 FEET; THENCE N00°00'00"W 60.06 FEET; THENCE S87°23'50"E 30.03 FEET TO SAID RIGHT OF WAY LINE; THENCE S00°00'00"E 80.06 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

EXHIBIT A

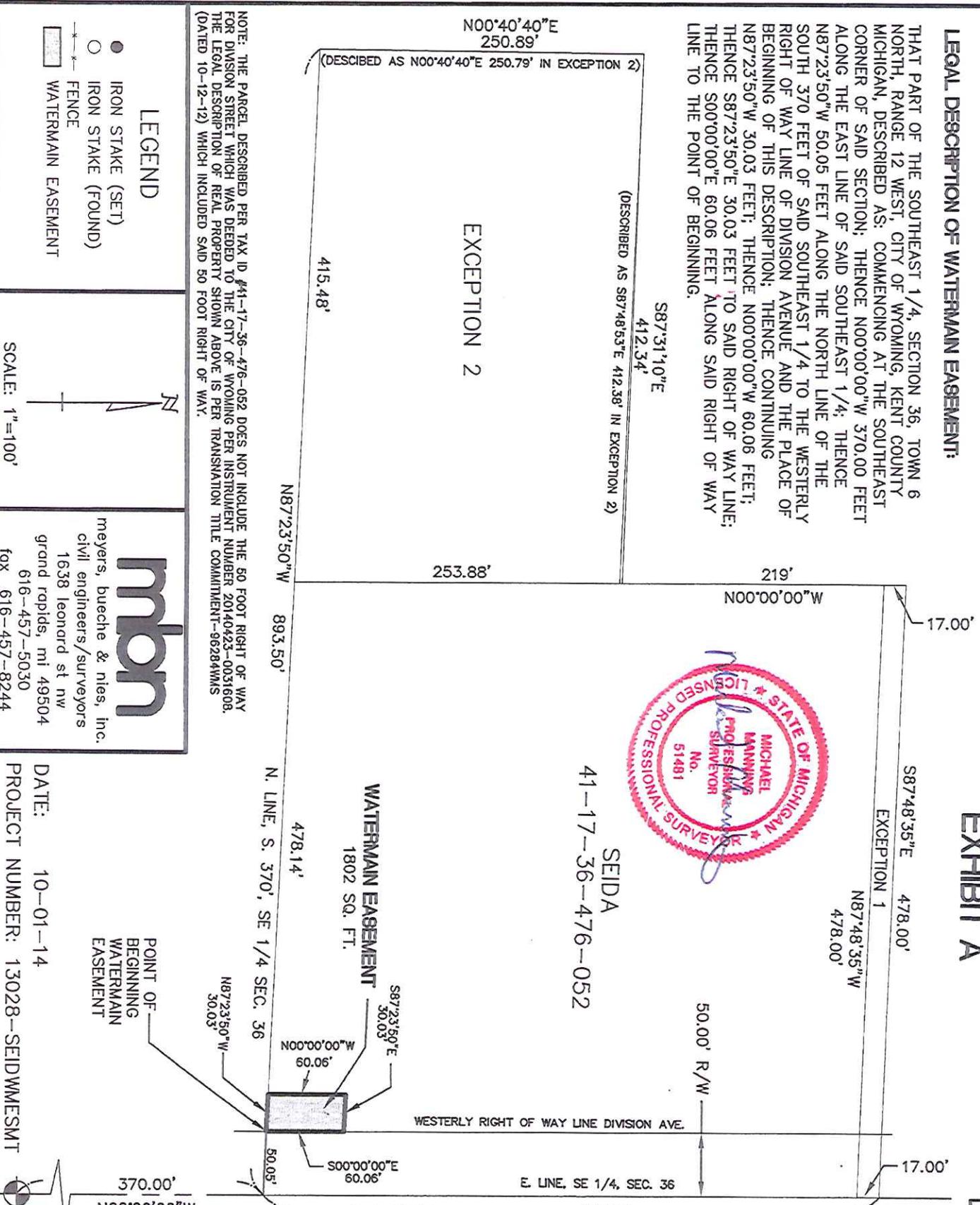
LEGAL DESCRIPTION OF REAL PROPERTY (41-17-36-476-052):

PART OF THE SOUTHEAST 1/4, COMMENCING 370 FEET NORTH OF THE SOUTHEAST CORNER OF THE SECTION; THENCE WEST 893.5 FEET ALONG THE NORTH LINE OF THE SOUTH 370 FEET OF THE SOUTHEAST 1/4; THENCE NORTH 250.89 FEET ALONG A LINE WHICH EXTENDED WOULD INTERSECT THE SOUTH LINE OF THE NORTH 1,155 FEET OF THE SOUTHEAST 1/4 AT A POINT 879.5 FEET WEST OF THE EAST SECTION LINE; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4, 412.34 FEET; THENCE NORTH PARALLEL WITH THE EAST SECTION LINE, 219 FEET; THENCE EAST 478 FEET TO THE EAST SECTION LINE; THENCE SOUTH 476.32 FEET TO THE PLACE OF BEGINNING, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN.

EXCEPT THE FOLLOW 2 PARCELS:

EXCEPTION 1:
THAT PART OF THE SOUTHEAST 1/4, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE N00°00'00"W 829.32 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING; THENCE N87°48'35"W 478.00 FEET PARALLEL WITH THE CENTERLINE OF 56TH STREET; THENCE N00°00'00"W 17.00 FEET; THENCE S87°48'36"E 478.00 FEET PARALLEL WITH THE CENTERLINE OF 56TH STREET TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE S00°00'00"E 17.00 FEET ALONG THE EAST LINE TO THE PLACE OF BEGINNING.

EXCEPTION 2:
THAT PART OF THE SOUTHEAST 1/4, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE N00°00'00"W 370.00 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE N87°23'50"W 478.14 FEET ALONG THE NORTH LINE OF THE SOUTH 370 FEET OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE N87°23'50"W 415.48 FEET; THENCE N00°40'40"E 250.79 FEET (DEEDED AS 250.89 FEET); THENCE S87°48'53"E 412.38 FEET PARALLEL WITH THE CENTERLINE OF 56TH STREET; THENCE S00°00'00"E 253.88 FEET TO THE PLACE OF BEGINNING.



NOTE: THE PARCEL DESCRIBED PER TAX ID #41-17-36-476-052 DOES NOT INCLUDE THE 50 FOOT RIGHT OF WAY FOR DIVISION STREET WHICH WAS DEEDED TO THE CITY OF WYOMING PER INSTRUMENT NUMBER 20140423-0031608. THE LEGAL DESCRIPTION OF REAL PROPERTY SHOWN ABOVE IS PER TRANSACTION TITLE COMMITMENT-96284WMS (DATED 10-12-12) WHICH INCLUDED SAID 50 FOOT RIGHT OF WAY.

LEGEND

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- ▭ WATERMAIN EASEMENT



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

DATE: 10-01-14
PROJECT NUMBER: 13028-SEIDWMSMT

SE COR
SEC. 36
T6N, R12W

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: Watermain Easement, 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.: 41-17-36-476-052

Parcel: Paul & Marlene Seida

Land Use: Commercial Size: 4.95 Ac (total)

Address: 5873 Division Avenue SW

Zoning: 201

ACQUISITION DESCRIPTION:

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

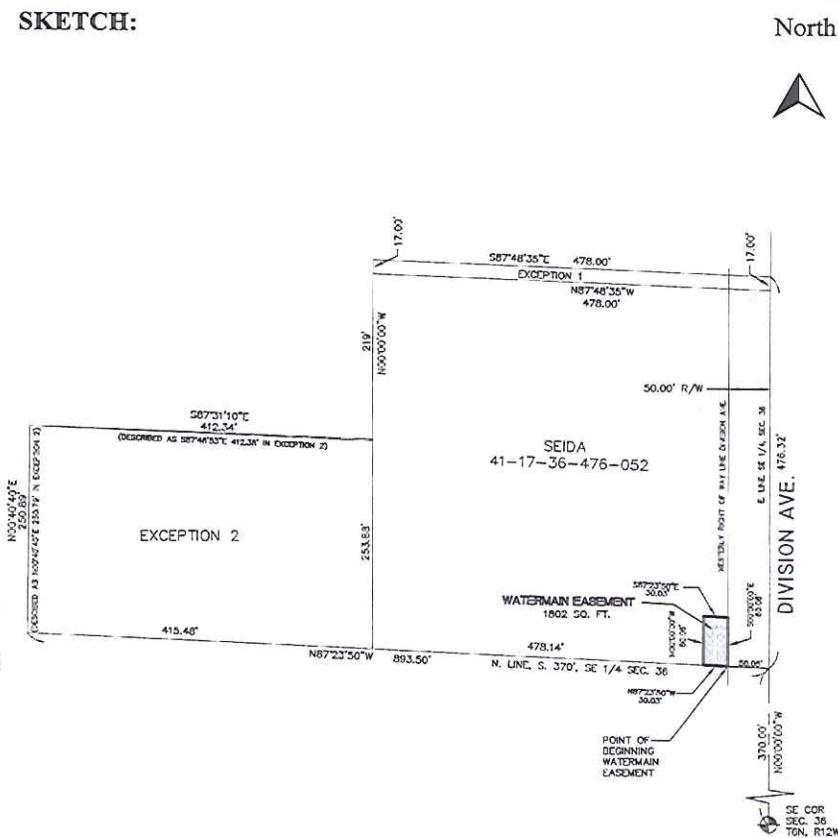
Summary of Costs:

Watermain Easement:

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

Area: 1,802 s.f.

SKETCH:



COMPUTATION OF VALUE:

WATERMAIN EASEMENT 1,802 s.f. X \$1.60 s.f.

\$2,884.00

REMARKS:

Signed:

Land Matters, llc
Deborah S. Poeder

For information call 616.791.9805

\$2,884.00

Agreed to by:

Paul Seida

Marlene Seida

MEMORANDUM Finance Department
City of Wyoming

TO: Curtis Holt, City Manager
Bob Luders, Finance Director

FROM: Rosa Ooms, Accountant *RO*

DATE: October 14, 2014

RE: Re-appropriation for New World (Logos.net) Financial System

On May 5, 2014, City Council adopted Resolution number 24776 accepting an agreement from New World Systems for a software services upgrade and related services. The upgrade is scheduled to "go live" in November of this year.

The \$14,250 fee for the upgrade was paid during the 2013-2014 fiscal year; however the remaining \$15,000 originally allocated for travel and training associated with this upgrade will be paid in the 2014-2015 fiscal year. The first phase of the on-site training for the upgrade occurred in September and the second phase will occur in November of 2014, with the on-site upgrade and testing of the new software.

During the re-appropriations that were provided to Council at their August 18, 2014 meeting, the re-appropriation of the \$15,000 for the travel and training associated with the upgrade was inadvertently excluded. I am respectfully requesting this be placed on the October 20, 2014 Council meeting, in the form of a budget amendment.

Attachment: Resolution 24776 and supporting documentation

Pc: Bob Luders, Finance Director

RESOLUTION NO. 24776

RESOLUTION TO ACCEPT AN AGREEMENT FROM NEW WORLD SYSTEMS FOR A
SOFTWARE SERVICES UPGRADE AND RELATED SERVICES
AND TO AUTHORIZE THE MAYOR AND
CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

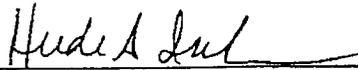
1. As detailed in the attached Staff Report from the Finance Director it is recommended the City Council accept an agreement from New World Systems for the upgrade of the Human Resource Module to the Human Resource Next Gen Module.
2. The upgrade and related services total \$14,250 plus travel and training and will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept an agreement from New World Systems for a software service upgrade and related services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute an agreement with New World Systems.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember: Vanderwood
Seconded by Councilmember: Burrill
Motion Carried Yes 7
No 0

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 May 5, 2014.


Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Additional Services Agreement

STAFF REPORT

Date: April 28, 2014

Subject: New World (Logos.Net) Financial System – Human Resources Next Gen Upgrade

From: Timothy H. Smith, Finance Director

Meeting Date: April 28, 2014

Recommendation:

I recommend the approval of the agreement with New World Systems for the upgrading of the Human Resource Module to the Human Resource Next Gen Module and the appropriation of \$30,000 from fund balance for this purpose.

Sustainability Criteria:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Ensures that the employees of the City are continued to be paid on a timely basis and that the various reports required by the Internal Revenue Service and State remain compliant.

Economic Strength – Ensures that the City's financial system remains current and up-to-date for financial reporting purposes.

Discussion:

Several years ago, New World updated their Human Resources Module to what they term Human Resources – Next Gen. Through the end of FY 2013, they have continued to update the “old” module for all changes made by the federal and state governments. We have been informed by New World that they will not be updating the module for year-end reporting purposes at the end of 2014. In short this means that the City would not be able to issue W-2's to employees for 2014 earnings. Other reports could also be noncompliant at that time and certainly would become noncompliant in the near future.

Over the last several years, we have been looking at alternatives to the upgrade, such as using an outside vendor, the new initiative related to a “state-wide” financial system, and other payroll systems. While alternatives are certainly feasible for the issuance of payroll and importing the information into the system, we have also found impedances that outweigh any potential savings.

1. In looking at the work that is performed related to the issuance of payroll, most would still be performed in-house including the review of hours entry to ensure contract compliance. The amount of time saved by having an outside entity prepare the checks/electronic transfers is an immaterial amount of time spent producing payroll.

2. For budget, we use New World's Position budgeting module which is integrated with their payroll system. If we went to an outside vendor or another system for payroll, most employee information would still have to be entered in some fashion into this system.
3. While it is feasible to have an outside entity prepare the payroll or use another payroll system and electronically transfer information into the City's financial system, this entails setting up additional procedures to ensure on a regular basis that the data transfers are properly functioning; most likely eliminating any time savings realized by having the outside vendor processing payroll or cost savings that might be realized using another system.

Budget Impact:

The cost of support from New World to perform the update and provide a limited amount of training is \$14,250 plus travel. Additional training and assistance would cost \$1,200 per day plus travel as necessary. Therefore, I am asking that a total of \$30,000 be authorized for this project.



New World Systems[®]
The Public Sector Software Company

April 16, 2014

ADDITIONAL SERVICES AGREEMENT

Mr. Tim Smith
Finance Director
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Dear Mr. Smith:

New World Systems is pleased to provide additional services for Logos.Net Human Resources - Next Gen which is an upgrade of Customer's Licensed Standard Software, licensed pursuant to the Standard Software License and Services Agreement between the parties dated April 10, 2007 (the License Agreement).

The attached form (Exhibit B) is to be reviewed and approved by you and/or your authorized representative. It describes the additional services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

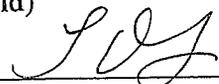
The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

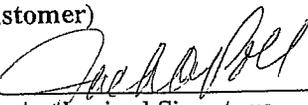
We thank you for your continued business with New World Systems. We look forward to working on this project with you.

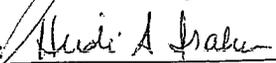
ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS[®] CORPORATION
(New World)

CITY OF WYOMING, MICHIGAN
(Customer)

By: 
Larry D. Lemweber, President

By:  Mayor
Authorized Signature Title

By:  City Clerk
Authorized Signature Title

Date: 05-13-14

Date: May 8, 2014

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

Approved


PRICING IS VALID THROUGH APRIL 30, 2014.

EXHIBIT B
ADDITIONAL SUPPORT SERVICES AND FEES

1. Service Fees and Travel Costs

Support services for implementation of Logos.Net Human Resources - Next Gen includes the following:

- (a) Current system review/analysis;
- (b) Participation in initial web-based overview;
- (c) Upgrade planning and consultation;
- (d) Detail Implementation Plan;
- (e) Conversion tools and documentation (the Logos.Net Human Resources - Next Gen conversion utility will utilize a wizard type approach and will provide end users with tools to build translation tables and execute the new conversion process. This process is designed to allow for multiple test conversion runs providing Customers the option to set up and test multiple configurations, around select areas of the new software, prior to executing the final conversion);
- (f) Up to 2 weeks of onsite implementation and training support services
- (g) Installation and Implementation of the most current version of Logos.NET Human Resources - Next Gen, including the conversion of all current Customer data to a format useable by such.

Support service resources for Logos.Net Human Resources - Next Gen will be \$14,250. (Plus all pre-approved actual and reasonable travel expenses incurred by New World divided proportionately between all New World customers visited on a single trip.) The installation and training support services are typically performed at Customer's premises but, at Customer's option, may be provided at New World national headquarters in Troy, Michigan. (Other support services often involve services performed at the New World's national headquarters.)

Additional support services provided by New World after execution of this Agreement will be provided at the Customer's daily rate in effect at that time, currently \$1,200 per day.

2. Additional Services Available

Other New World services may be required or requested for the following:

- (h) Consulting with New World technical staff;
- (i) Modifying the Licensed Standard Software;
- (j) Designing and programming Custom Software;
- (k) Maintaining modified Licensed Standard Software and/or Custom Software;
- (l) New World Consultation with other vendors or third parties;
- (m) Software testing; and/or
- (n) Assistance as Customer is going "live".

Customer may request these additional services in writing using New World's Request For Service (RFS) procedure (or other appropriate procedure mutually agreed upon by Customer and New World).

3. Payments for Services and Travel Costs

Support Services will be billed as follows:

a) Amount invoiced upon the Effective Date (100%)	\$14,250
TOTAL DUE	\$14,250

All travel costs including time will be billed weekly for the previous calendar week. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World. Payments are due within fifteen (15) days from receipt of invoice.

CITY OF WYOMING BUDGET AMENDMENT

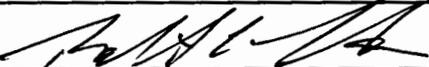
Date: October 20, 2014

DDA Budget Amendment No. 001

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$14,795.40 of budgetary authority to provide funding for the replacement of light poles and fixtures for Michael Avenue from 28th Street to Prairie with an additional two on 28th Street itself

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Downtown Development Authority</u>				
General Government - Downtown Development - Project Light Poles Replacement				
995-000-72800-967.160	\$1,500	\$14,795		\$16,295
Fund Balance/Working Capital (Fund 995)		\$ -	\$ 14,795	

Recommended: 
Robert Luders-Finance Director


Curtis Holt - City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2014-2015 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH INDUSTRIAL DEVELOPMENT DISTRICT 300
FOR ZINGER SHEET METAL IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. Zinger Sheet Metal has requested that the City establish an Industrial Development District for its property located at 4005 Roger B. Chaffee Blvd. SE, Wyoming, Michigan, and legally described on the attachment.
3. Staff reviewed the request and found that the project to be located within the district will promote the economic health of the community by encouraging private capital investment and creating new employment opportunities in the City of Wyoming.
4. Staff recommends that the City Council establish this district.
5. A public hearing was held on September 15, 2014, at 7:02 p.m., at which time the property owners of real property within the proposed district and all residents and taxpayers of the City of Wyoming were afforded the opportunity to be heard.
6. The City Council believes it is in the public interest of the City of Wyoming to establish the district.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council establishes Industrial Development District Number Three Hundred (300) in the City of Wyoming, Kent County, Michigan, under the provisions of Act 198 of the Public Acts of 1974 as amended, for real and personal property at 2100 Chicago Drive SW, Wyoming, Michigan, and legally described on the attachment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Exhibit A - Legal Description

Resolution No. _____

EXHIBIT A

Legal Description

Address: 4005 Roger B. Chaffee Blvd. SW, Wyoming, MI 49548

Tax Parcel No.: 41-18-19-403-009

Legal Description:
N 260 FT OF LOT 59. KENT INDUSTRIAL CENTER #2

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF
ZEELAND LUMBER REAL ESTATE HOLDING 4, LLC
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR A NEW FACILITY AND
AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS:

1. The City established Industrial Development District Number 284, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 23697 on October 4, 2010.
2. Zeeland Lumber Real Estate Holding 4, LLC, has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to a new facility to be acquired and installed within Industrial Development District 284, with an estimated cost of \$4,200,000.00 for real and personal property to be located at 5836 Clay Avenue SW.
3. Before acting on this application, the City Council held a public hearing on October 20, 2014, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard on this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before September 23, 2014, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Zeeland Lumber Real Estate Holding 4, LLC, for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 284, to wit:

Address: 5836 Clay Avenue SW, Wyoming, MI 49548

Tax Parcel No.: 41-17-36-377-002

Legal Description:

LOTS 8 & 9. ARGO INDUSTRIAL PARK

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period of twelve (12) years.
4. The Mayor and City Clerk are authorized to sign the IFT agreement with Zeeland Lumber Real Estate Holding 4, LLC.

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 October 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Memo

IFT Agreement

Resolution No. _____

Staff Report

Date: 09/30/2014
Subject: Zeeland Lumber Real Estate Holding 4, LLC
From: Kelli VandenBerg, Senior Deputy City Clerk
Meeting Date: October 20, 2014 City Council Meeting

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Zeeland Lumber Real Estate Holding 4, LLC, based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Zeeland Lumber has proven to be responsible and cooperative in their efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City’s Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local industrial company, encourage continued investment by Zeeland Lumber and provide additional employment opportunities to the area.

Discussion:

Zeeland Lumber has owned this site in the City of Wyoming for three (3) years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below by facility:

Address of project:	5836 Clay Avenue SW Wyoming, MI 49548
Personal Property:	\$1,700,000.00
Real Property:	\$2,500,000.00
Estimated Jobs:	30 new jobs 69 retained jobs
Starting date of project:	September 2014

Zeeland Lumber seeks this abatement to assist in rebuilding its manufacturing facility that was destroyed in the July 6, 2014 tornado. The facility that had been in this location was a 30,000

square foot building and what has been proposed is a 40,800 square foot building. In addition to the replacement and expansion of the manufacturing building, Zeeland Lumber will be replacing equipment that was destroyed during the storm and adding a piece of equipment. The combined aspects of this project will allow Zeeland Lumber to increase production to support growing demand for its products and will give the company the opportunity to hire an additional 30 positions to support its operations.

Budget Impact:

The estimated first year tax savings for Zeeland Lumber, which is located in the Wyoming Public School District, is \$45,110.51.

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of October 20, 2014 between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Zeeland Lumber Real Estate Holding 4, LLC, a corporation, the address of which is 146 East Washington Avenue, Zeeland, MI 49464 (the “Company”).

RECITALS

- A. Pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* (“Act 198”), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.
- B. Act 198 also requires a written agreement between the City and the Company.
- C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.
- D. The Company filed an application for an Industrial Facilities Tax Abatement pursuant to Act 198 a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- E. Following a public hearing on October 20, 2014, the City Council adopted a resolution to approve the issuance of an industrial facilities exemption certificate for a period of twelve (12) years for the property located at 5836 Clay Avenue SW, in the City (the “Site”) conditional upon the parties entering into this Agreement (the “Tax Abatement”).
- F. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$4,200,000.00 in improvements to its property in the City and that at least 30 new job(s) will be created at the Site and at least 69 jobs will be retained at the Site as a result of that investment. The Company further pledges that those improvements will remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Tax Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Tax Abatement.
- 2. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2016) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained at the Site upon the project’s completion and the actual number of new jobs created and retained at the Site.

- (b) The number of employees at the Site at the time of the Application and the current number of employees at the Site.
 - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
 - (a) The City may either:
 - (1) Apply the criteria in the City's Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Tax Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels at the Site and project costs as stated in the letter, or
 - (2) If the number of new jobs at the Site or the cost of the project is substantially below that stated in the Application, the City Council may recommend revocation of the Tax Abatement.
 - (b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Tax Abatement if:
 - (1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or
 - (2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.
 - (c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.
- 5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Tax Abatement as granted.
 - (a) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations at the Site, or the City determines that the Company has discontinued or substantially curtailed its operations at the Site, or the company no longer employs at the Site the number of employees represented in the Application and in this Agreement:
 - (1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and
 - (2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.
 - (b) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the Company contends in any appeal taxable value of its property at the Site should be less the Company's cost to acquire the property and construct and install the project plus the value of the property prior to undertaking the project, as reflected in the Application, any certification made by the Company under Act 198, any letters filed with the City pursuant to this Agreement, or any other statements made by or on behalf of the Company in applying for or complying with the terms of the Tax Abatement and this Agreement:
 - (1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and
 - (2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

(c) In making any decision under the preceding subparagraphs (a) or (b), the City Council shall consider whether:

(1) Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation at the Site; or

(2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor intentional, and the City has reasonably received the benefits anticipated from granting the Tax Abatement.

(d) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

6. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.

7. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

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

CITY OF WYOMING

ZEELAND LUMBER REAL ESTATE HOLDING 4, LLC

By: _____
Jack A. Poll, Mayor

By: _____
Mike Dykstra, President & CEO

By: _____
Heidi A. Isakson, City Clerk

Date signed: _____, 2014

Date signed: _____, 2014

RESOLUTION NO. _____

RESOLUTION TO APPROVE PAYMENT OF THE
ANNUAL GRAND VALLEY METRO COUNCIL DUES

WHEREAS:

1. The City of Wyoming is a member of the area's designated Metropolitan Planning Organization, the Grand Valley Metropolitan Council (GVMC).
2. The GVMC determines the distribution of Federal Highway Funds.
3. It is in the City of Wyoming's best interest to pay annual dues and be actively involved in the decision making process.
4. The City of Wyoming's dues for 2014-2015 are \$37,025.
5. Funds have been appropriated in the Major Street Administration account 202-441-48300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of the 2014-2015 GVMC dues in the amount of \$37,025.

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 October 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Two Invoices

Grand Valley Metro Council

678 Front Avenue NW
Grand Rapids, MI 49504

Phone # 616-776-3876

Invoice

Date	Invoice #
10/1/2014	1326

Bill To
City of Wyoming ATTN: Curtis Holt 1155 28th Street SW PO Box 905 Wyoming, MI 49509

Description	Amount
GVMC Dues for 10/01/2014 - 09/30/2015	19,474.00
Total	\$19,474.00

10/20/14

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN OFFER FOR THE SALE OF CITY OWNED PROPERTY
LOCATED AT 3470 S. DIVISION AVENUE, A VACANT LOT, FORMERLY THE
LOCATION OF A CITGO GAS STATION

WHEREAS:

1. In November 2009 the vacant property at 3470 S. Division, PPN 41-18-18-352-005 was in tax foreclosure by Kent County and was transferred to the City of Wyoming in December 2009.
2. The demolition of all structures was ordered in January 2010.
3. The DEQ approved project completion after removing the underground storage tanks at the location.
4. The Assessor valued the Fair Market Value for the property at \$40,000.
5. The sale of real property was posted on the City Website on September 3, 2014.
6. One bid was received from Auto Sport Realty to purchase the property for \$40,000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the bid of Auto Sport Realty, for the sale of property located at 3470 S. Division Avenue for \$40,000. All executed documents shall be approved as to form by the City Attorney.

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 October 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE STREETLIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. The City of Wyoming has entered into a contract with Consumers Energy Company which stipulates the costs and obligations of Consumers Energy-owned streetlights within the City of Wyoming.
2. The City of Wyoming requests that Consumers Energy install nine (9) high pressure sodium streetlights in the Rivertown Valley Phase III plat.
3. Consumers Energy will place the nine streetlights and necessary appurtenances at a cost of \$1,908.00.
4. Consumers Energy has submitted the attached modification to the lighting contract to address the addition of streetlights.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized to execute the attached Authorization for Change in Standard Lighting Contract and the accompanying Consumers Energy Resolution.

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 October 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Authorization for Change in Standard Lighting Contract
Consumers Energy Resolution
Map

Resolution No. _____



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100000339505

Consumers Energy Company is authorized as of _____, by the City of Wyoming, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Wyoming, dated 12/1/2012.

Lighting Type:
General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):
1025895277

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 12/1/2012 shall remain in full force and effect.

City of Wyoming

By: _____
(Signature)

(Printed)

Its _____
(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Wyoming, dated 12/1/2012, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Kent

I, _____, Clerk of the City of Wyoming, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
9	<u>100</u>	<u>HPS</u>	<u>Post Top</u>	<u>Contempora IV</u>	<u>Install</u>	RIVERTOWN VALLEY III

FUT. NILE DR

NILE DR

SAGE RIVER CT

RIVERTOWN VALLEY II

SHELLDRAKE DR

HICKORY RIDGE

CHESTNUT RIDGE DR

112

111

110

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RESOLUTION NO. _____

RESOLUTION TO AWARD A CONTRACT FOR THE
BAYBERRY FARMS FLOOD MITIGATION IMPROVEMENTS PROJECT

WHEREAS:

1. On September 9, 2013, the City of Wyoming experienced a very large storm event that caused significant flooding within and around the Bayberry Farms Condominiums, Senior Living Apartments, and Bayberry Farms houses.
2. As a result of the storm, the City of Wyoming contracted with Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to study the impact of the storm and the function of the storm water system in the area.
3. Subsequently, FTCH was contracted to prepare a design based upon the recommendations of the study and the City of Wyoming prepared the project for bidding.
4. On October 14, 2014, the City of Wyoming received 6 bids with Diversco Construction Co., Inc. submitting a low bid in the amount of \$374,194 for the flood mitigation improvements.
5. The bid is \$19,723, or 5.4% above the engineer's estimate and is in the best interest of the City to perform the aforementioned work.
6. The cost of the flood mitigation improvements can be financed out of the Capital Improvements Program Fund but a budget amendment is necessary.

Bayberry Farms Flood Mitigation Improvements	
Construction	\$374,194
<u>Engineering & Contingencies</u>	<u>\$ 45,806</u>
Total Project Cost	\$420,000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the Bayberry Farms Flood Mitigation Improvements Project contract to Diversco Construction Co., Inc., in the amount of \$374,194.
2. The City Council hereby approves the attached budget amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

Staff Report

Date: October 14, 2014
Subject: Bayberry Farms Flooding Mitigation Improvements
From: Russ Henckel, Assistant Director of Public Works - Engineering
Meeting Date: October 20, 2014

Recommendation:

Staff recommends awarding the Bayberry Farms Flood Mitigation Improvements Project to Diversco Construction Co., Inc. for the low bid of \$374,194, 5.4% above the Engineer's Estimate.

Sustainability Criteria:

Environmental Quality – The improvements will reduce the potential for negative impacts resulting from flooding.

Social Equity – The improvements will not impact social equity.

Economic Strength – The improvements will reduce the risk of flooding for residents of the Bayberry Farms PUD development.

Discussion:

On September 9, 2013, the City of Wyoming experienced a significant storm event that caused flooding in and around the Bayberry Farms Condominiums, Senior Living Apartments, and Bayberry Farms. As a result of the impacts from the storm, the City of Wyoming contracted with Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to study the impact of the storm and the function of the storm water system in the area. Based upon the findings of the study, FTCH prepared a design for the recommended flood mitigation efforts. On October 14, 2014, the City of Wyoming received 6 bids for the mitigation improvements with Diversco Construction Co. Inc. submitting a low bid in the amount of \$374,194. It is in the best interest of the City to perform the mitigation improvements at this time.

The cost of the flood mitigation improvements can be financed out of the Capital Improvements Program Fund but a budget amendment is necessary.

Budget Impact:

Sufficient funds are available in the Capital Improvement Program fund but a budget amendment is necessary.

Attachments: Bid Tabulation
Contract
Budget Amendment

CONTRACT

THIS CONTRACT AWARDED on the 20th day of October 2014 by and between the **CITY OF WYOMING, Kent County, Michigan**, party of the first part, hereinafter called the "City" and

DIVERSCO CONSTRUCTION CO., INC.
570 MARKET AVENUE, SW
GRAND RAPIDS, MI 49503

party of the second part, hereinafter called the "Contractor."

Witnesseth, that the City and the Contractor, for the considerations hereinafter mentioned, agree as follows:

ARTICLE I - THE CONTRACT

The following shall be deemed to be part of this Contract:

- A. Performance Bond, Payment Bond, and Resolution from Board of Directors
- B. Information for Bidders
- C. Bid Proposal Form
- D. Award of Bid
- E. Certificate of Insurance (per City of Wyoming's Contractor Insurance Requirements)
- F. Subcontract Provision
- G. Letter of Credit (5% of Annual Contract Amount)
- H. Equal Employment Opportunity Statement
- I. All Provisions required by law to be inserted in this contract, whether actually inserted or not.
- J. Special Specifications as listed below:

SEE ATTACHED

ARTICLE II - SCOPE OF THE WORK - SUBJECT MATTER

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary to perform all of the work shown on the drawing and described in the specifications for the project entitled:

BAYBERRY FARMS FLOODING IMPROVEMENTS

all in accordance with the requirements and provisions of the Contract. The Contractor likewise agrees to do all incidental and appurtenant work in connection therewith.

ARTICLE III - TIME OF COMPLETION

The work to be performed under this contract shall be completed as follows:

Phase I (pond, wall, emergency swale) – December 15, 2014

Phase II (berm, Health Dr. improvements) – June 1, 2015

Should the Contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect or default of the City, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the City Manager or his authorized representative.

ARTICLE IV - LIQUIDATED DAMAGES

Should the work under this Agreement not be finished within the time specified, the City is hereby authorized to deduct out of the money which may be due or become due to the Contractor under this Agreement, as damages for the noncompletion of the work aforesaid, within the time hereinbefore stipulated for its completion, the sum of Six Hundred Dollars (\$600.00) for each calendar day by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof, and such liquidated damages shall not be considered as a penalty. It is understood that the City shall not forfeit its right to liquidated damages in the event that delay is partly caused by it. In this event, said damages shall be apportioned so that each day of delay attributable to the City shall be subtracted from the total days of delay, and the Contractor shall pay liquidated damages for the remainder.

ARTICLE V - THE CONTRACT SUM

The City agrees to pay and the Contractor agrees to accept the sum of:

THREE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED NINETY-FOUR DOLLARS AND 00/100 CENTS (\$374,194.00)

the amount named in the Proposal, as full compensation for all labor, supervision, equipment, materials, and incidental expense required in executing all of the work contemplated in this Contract, including also all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same or from other causes of every description connected with the work.

It is further agreed that the sum named may be increased or decreased in accordance with the units of work actually completed at the Contract unit prices, and may be increased by the addition of items of work not included in the proposal items.

ARTICLE VI - CITY CHARTER TO BE GOVERNING DOCUMENT

The City Charter of the City shall be the governing document in all contractual relations with the City of Wyoming. In the prosecution of the work under this Contract, eight (8) hours shall constitute a day's labor. The City retains the right to determine finally all questions as to the proper performance under this Contract or any unfinished portion thereof, and in case of improper, dilatory or imperfect performance thereof to suspend the work at any time and to order the partial or entire reconstruction of the same. The City likewise retains full power to determine all questions arising under this Contract according to the true intent and meaning thereof.

ARTICLE VII - COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of and shall at all time comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Witnesses

CITY OF WYOMING

_____ By _____
Jack Poll
Its Mayor Date

_____ By _____
Heidi A. Isakson
Its City Clerk Date

CONTRACTOR Date

By _____

Its _____

Correct in form: _____
City Attorney Date

Certification of funds: _____
City Comptroller Date

The Contract above was approved and ordered executed by the Council of the
City of Wyoming at a session held _____, 20 ____.

Attest: _____
City Clerk Date

City of Wyoming Bid Comparison

Contract ID: 165.14
Description: Bayberry Farms Flooding Improvements
Location: Bayberry Market
Projects(s): 165.14

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$355,101.00	-5.10%	0.00%
1	(2) Diversco Construction Co. Inc.	\$374,194.00	0.00%	5.37%
2	(4) Dykema Excavators, Inc.	\$394,388.80	5.39%	11.06%
3	(04233) Lodestar Construction, Inc.	\$442,648.05	18.29%	24.65%
4	(9) Kamminga & Roodvoets, Inc	\$443,543.80	18.53%	24.90%
5	(3) GEORGETOWN CONSTRUCTION CO	\$474,879.00	26.90%	33.73%
6	(04145) Jack Dykstra Excavating, Inc.	\$482,885.40	29.04%	35.98%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Diversco Construction Co. Inc. Bid Price	Total	(2) Dykema Excavators, Inc. Bid Price	Total
0001	1500001 Mobilization, Max. _____	1	LS	\$12,500.00	\$12,500.00	\$29,300.00	\$29,300.00	\$19,000.00	\$19,000.00
0002	2010001 Clearing	1.54	Acre	\$4,500.00	\$6,930.00	\$4,000.00	\$6,160.00	\$10,000.00	\$15,400.00
0003	2030011 Dr Structure, Rem	2	Ea	\$500.00	\$1,000.00	\$115.00	\$230.00	\$400.00	\$800.00
0004	2030015 Sewer, Rem, Less than 24 inch	135	Ft	\$7.00	\$945.00	\$6.00	\$810.00	\$6.00	\$810.00
0005	2030016 Sewer, Rem, 24 inch to 48 inch	340	Ft	\$10.00	\$3,400.00	\$6.00	\$2,040.00	\$6.00	\$2,040.00
0006	2040020 Curb and Gutter, Rem	100	Ft	\$6.00	\$600.00	\$6.00	\$600.00	\$10.00	\$1,000.00
0007	2040060 Structures, Rem	1	LS	\$500.00	\$500.00	\$900.00	\$900.00	\$1,000.00	\$1,000.00
0008	2047051 Irrigation Lines, Remove and Replace	1	LS	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00
0009	2050010 Embankment, CIP 66th Street Berm	1,240	Cyd	\$6.00	\$7,440.00	\$6.40	\$7,936.00	\$9.00	\$11,160.00
0010	2050010 Embankment, CIP Detention Basin and Swale	1,255	Cyd	\$3.00	\$3,765.00	\$3.20	\$4,016.00	\$3.00	\$3,765.00
0011	2050016 Excavation, Earth Detention Basin and Swale	1,770	Cyd	\$10.00	\$17,700.00	\$6.50	\$11,505.00	\$6.00	\$10,620.00
0012	2080014 Erosion Control, Filter Bag	4	Ea	\$160.00	\$640.00	\$105.00	\$420.00	\$125.00	\$500.00
0013	2080036 Erosion Control, Silt Fence	1,450	Ft	\$1.50	\$2,175.00	\$1.60	\$2,320.00	\$3.50	\$5,075.00
0014	3020002 Aggregate Base, LM	30	Cyd	\$25.00	\$750.00	\$37.00	\$1,110.00	\$35.00	\$1,050.00
0015	3027011 Aggregate Base, 8 inch, CIP	190	Syd	\$7.00	\$1,330.00	\$9.00	\$1,710.00	\$10.00	\$1,900.00
0016	3027011 Subbase, 10 inch, CIP	190	Syd	\$4.00	\$760.00	\$4.00	\$760.00	\$5.00	\$950.00

Contract # 165.14 (Bayberry Market)
MEERL 5.2.5

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Diversco Construction Co. Inc.		(2) Dykema Excavators, Inc.	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	4010024	Culiv End Sect, 24 inch HDPE	1	Ea	\$500.00	\$500.00	\$650.00	\$650.00	\$750.00	\$750.00
0018	4010030	Culiv End Sect, 30 inch	1	Ea	\$600.00	\$600.00	\$770.00	\$770.00	\$1,300.00	\$1,300.00
0019	4020988	Sewer, CI IV, 15 inch, Tr Det B	10	Ft	\$35.00	\$350.00	\$75.00	\$750.00	\$62.00	\$620.00
0020	4020993	Sewer, CI IV, 24 inch, Tr Det B	10	Ft	\$40.00	\$400.00	\$102.00	\$1,020.00	\$72.50	\$725.00
0021	4020994	Sewer, CI IV, 30 inch, Tr Det B	366	Ft	\$50.00	\$18,300.00	\$67.00	\$24,522.00	\$76.00	\$27,816.00
0022	4021234	Sewer Bulkhead, 24 inch	1	Ea	\$200.00	\$200.00	\$475.00	\$475.00	\$250.00	\$250.00
0023	4027001	_ Sewer, HDPE, 24 inch	20	Ft	\$30.00	\$600.00	\$79.00	\$1,580.00	\$71.00	\$1,420.00
0024	4030210	Dr Structure, 48 inch dia	2	Ea	\$2,000.00	\$4,000.00	\$2,080.00	\$4,160.00	\$1,825.00	\$3,650.00
0025	4030220	Dr Structure, 60 inch dia	2	Ea	\$2,750.00	\$5,500.00	\$3,090.00	\$6,180.00	\$2,525.00	\$5,050.00
0026	4037001	_ Catch Basin Lead, PVC, 8 inch	30	Ft	\$20.00	\$600.00	\$23.00	\$690.00	\$35.00	\$1,050.00
0027	4037050	_ Concrete Spillway	1	Ea	\$2,500.00	\$2,500.00	\$4,475.00	\$4,475.00	\$4,200.00	\$4,200.00
0028	4037050	_ Detention Basin Outlet Structure	1	Ea	\$20,000.00	\$20,000.00	\$3,937.00	\$3,937.00	\$4,000.00	\$4,000.00
0029	4037050	_ Trench Drain	1	Ea	\$7,500.00	\$7,500.00	\$11,895.00	\$11,895.00	\$13,150.00	\$13,150.00
0030	4037050	_ Vane Grate Casting	1	Ea	\$750.00	\$750.00	\$1,320.00	\$1,320.00	\$1,000.00	\$1,000.00
0031	5010005	HMA Surface, Rem	190	Syd	\$4.50	\$855.00	\$4.00	\$760.00	\$7.00	\$1,330.00
0032	5010031	HMA, 3C	18	Ton	\$60.00	\$1,080.00	\$180.00	\$3,240.00	\$175.00	\$3,150.00

Contract # 165.14 (Bayberry Market)
MERL: 5.2.5

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE	(1) Diversco Construction Co. Inc.	(2) Dykema Excavators, Inc.
Description				Bid Price	Bid Price	Bid Price
				Total	Total	Total
0033	5010032 HMA, 4C	18	Ton	\$60.00	\$180.00	\$175.00
0034	7067051 Modular Concrete Block Retaining Wall	1	LS	\$150,000.00	\$138,000.00	\$148,000.00
0035	8027001 Curb and Gutter	35	Ft	\$15.00	\$36.00	\$25.00
0036	8087001 8-Ft Vinyl Fence	640	Ft	\$62.50	\$68.00	\$67.00
0037	8087001 Guardrail, MDOT Type A	300	Ft	\$15.00	\$24.00	\$23.25
0038	8087050 8' x 10' Fence Gate, Chain Link, with Interwoven White Slats	1	Ea	\$1,500.00	\$1,300.00	\$1,295.00
0039	8130012 Riprap, Plain, LM	26	Cyd	\$60.00	\$46.00	\$90.00
0040	8157050 Tree - Remove, Store, and Replace	14	Ea	\$500.00	\$550.00	\$450.00
0041	8157050 Tree, Legacy Sugar Maple, 3" Cal	2	Ea	\$500.00	\$400.00	\$365.00
0042	8157050 Tree, Norway Spruce, 7'-9" H	5	Ea	\$300.00	\$300.00	\$380.00
0043	8157050 Tree, October Glory Maple, 2.5" Cal	1	Ea	\$450.00	\$350.00	\$384.00
0044	8157050 Tree, White Pine, 7'-9" H	2	Ea	\$300.00	\$295.00	\$318.00
0045	8160025 Mulch	3,480	Syd	\$0.40	\$0.15	\$0.35
0046	8160027 Mulch Blanket	5,110	Syd	\$0.80	\$0.85	\$0.90
0047	8160077 Topsoil Surface, Salv, 4 inch	7,300	Syd	\$1.00	\$2.25	\$2.50
0048	8167011 Fertilizer, Chemical Nutrient, CIA	8,590	Syd	\$0.20	\$0.10	\$0.05

Contract # 165.14 (Bayberry Market)
MERL: 5.2.5

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE	(1) Diversco Construction Co. Inc.	(2) Dykema Excavators, Inc.
Description				Bid Price	Bid Price	Bid Price
0049	8167011	8,590	Syd	\$0.20	\$0.25	\$0.57
	Seeding, Mixture TDS			\$1,718.00	\$2,147.50	\$4,896.30
Bid Totals:				\$355,101.00	\$374,194.00	\$394,388.30

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AMENDMENT TO CONTRACT 14-5038 WITH THE MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR THE RECONSTRUCTION OF CONCRETE BRIDGE
APPROACHES ALONG HIGHWAY I-196 OVER AN
ABANDONED CONRAIL RAILROAD IN THE CITY OF WYOMING

WHEREAS:

1. The Michigan Department of Transportation (MDOT) proposes to work on two bridges along Highway I-196 over an abandoned Conrail Railroad in Wyoming in 2015.
2. The City of Wyoming and MDOT entered into a City-State agreement on April 21, 2014, for the proposed project to reconstruct the concrete approaches for both eastbound and westbound freeway structures crossing the abandoned railroad.
3. MDOT has modified the scope of the project and prepared an amendment to the contract per the attached City-State Agreement for the project, identifying the costs and obligations of each respective party.
4. The City's share of the revised project is estimated to be \$1,200 and can be financed out of the Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute an amendment to Contract No 14-5038 with MDOT for the reconstruction of concrete bridge approaches along Highway I-196 over an abandoned Conrail railroad in 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 October 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:
City-State Agreement

ACT 51
AMENDMENT TO CONTRACT 14-5038

DA

Control Section	BHI 41029; IM 41029
Job Number	112939A; 112939C, D
Federal Project	BHI 1441(041); BHI 1241(009)
Federal Item	KK 3530; KK 2832
Contract	14-5535

THIS AMENDATORY CONTACT 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 fixing the rights and obligations of the parties in agreeing to this Amendment to CONTRACT #14-5038.

WITNESSETH:

WHEREAS, the parties to the Amendment have heretofore, by a Contract dated April 29, 2014, hereinafter referred to as "CONTRACT 14-5038" provided for the construction and financing of that which is hereinafter referred to as the "PROJECT" and is described as follows:

PART A – Job No. 112939 (FEDERAL, STATE, & CITY PARTICIPATION)

Construction work for the replacement of concrete approaches to Structure R04-3 of 41029 which carries eastbound Highway I-196 over an abandoned Conrail Railroad; together with necessary related work, located within the corporate limits of the CITY; and

PART B – Job No. 118879 (FEDERAL, STATE, & CITY PARTICIPATION)

Construction work for the replacement of concrete approaches to Structure R04-4 of 41029 which carries westbound Highway I-196 over the abandoned Conrail Railroad; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT and the CITY having appropriate authority desire to amend CONTRACT 14-5038 to provide for the revision of the scope of PROJECT work described in PART A to include the PROJECT work in PART B, and the associated change in the estimated PROJECT COST.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that:

1. The PROJECT shall hereinafter be described as follows:

Replacement of concrete approaches to Structure R04-3 of 41029 which carries eastbound Highway I-196 over an abandoned Conrail Railroad and Structure R04-4 of 41029 which carries westbound Highway I-196 over the abandoned Conrail Railroad; together with necessary related work, located within the corporate limits of the CITY; and

2. Section 5 of CONTRACT 14-5038 is revised to read as follows:

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 COST	FEDERAL AID	BALANCE AFTER FEDERAL AID	DEPT'S SHARE	CITY'S SHARE
Constr. & CE	\$85,300	\$76,800	\$8,500	\$7,400	\$1,100
PE	<u>\$ 4,900</u>	<u>\$ 4,400</u>	<u>\$ 500</u>	<u>\$ 400</u>	<u>\$ 100</u>
TOTAL	\$90,200	\$81,200	\$9,000	\$7,800	\$1,200

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.

3. Except as amended by the provisions herein, all of the provisions, covenants and obligations of the parties contained in CONTRACT 14-5038 shall remain in full force and effect.

4. The REQUESTING PARTY waives any and all claims it has or may have against the DEPARTMENT which arise out of the need to amend CONTRACT 14-5038.

5. This Amendatory 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; upon the adoption of the necessary resolution 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.

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED AS TO FORM:

Jack Shuter

APPROVED BY:
[Signature]
Administrator
Real Estate

9/23/14
Date

RESOLUTION NO. _____

RESOLUTION TO ACCEPT CHANGE ORDER #1 AND #2
FROM REHMANN ROBSON FOR AUDITING SERVICES

WHEREAS:

1. The City Council authorized acceptance of a proposal for audit services from Rehmann Robson for fiscal years 2012, 2013 and 2014 via Resolution number 24176 dated May 21, 2012.
2. Rehmann Robson has provided the City with two change orders for the fiscal year 2014.
3. Change Order #1, Rehmann Robson will examine the City's general ledger detail in order to propose correcting entries to eliminate any direct postings to equity and allow for beginning fund balance/net position to roll forward from the prior year audited financial statements correctly.
4. Change Order #2 complies with the implementation of GASB Statement 67, Accounting and Reporting for Pensions. This standard will require extensive footnote disclosures which must be subjected to audit procedures, as well as new required supplementary information, which must be aggregated, read, and included in the City's Financial statements.
5. Funds for the Audit Services are available in the General Fund Finance budget account number 101-201-20100-860000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept Change Order #1 and #2 from Rehmann Robson to perform auditing services.

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 October 20, 2014.

ATTACHMENTS:
Resolution #24176
Change Orders (2)

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. 24176

RESOLUTION TO ACCEPT A PROPOSAL FOR
AUDIT SERVICES

WHEREAS:

1. As detailed in the attached Staff Report from the City's Finance Director, proposals were received to provide Audit Services for fiscal years 2012, 2013, 2014 with possible extension to fiscal years 2015 and 2016.
2. It is recommended the City Council accept the low proposal received from Rehmann Robson in the amounts as shown on the attached Staff Report.
3. Funds for the Audit Services are available in the General Fund Finance Budget account #101-201-20100-860000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the proposal to perform Audit Services from Rehmann Robson for fiscal years 2012, 2013, 2014 with possible extension to fiscal years 2015 and 2016.
2. The City Council does hereby authorize the fee to consent to use of audit in the official statements for bond issuance of \$1,000 for each issue during the period audit service are used.

Moved by Councilmember: **Ver Hulst**
Seconded by Councilmember: **Burrill**
Motion Carried Yes 6
 No 0

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: **May 21, 2012.**

ATTACHMENTS:
Staff Report
Proposal

Rhonda L. Halligan, Deputy Clerk
for Heidi A. Isakson, Wyoming City Clerk

STAFF REPORT

Date: May 7, 2012

Subject: Audit Services for Fiscal Years 2012, 2013 and 2014 with possible extension to Fiscal Years 2015 and 2016

From: Timothy H. Smith, CPA, Finance Director

Meeting Date: May 21, 2012

RECOMMENDATION:

I recommend that the City accept the low proposal from Rehmann Robson, in the amount of:

Fiscal Year	Amount (1)	Bonding Cost	Other (1)
June 30, 2012	28,600	1,000	At Standard Hourly
June 30, 2013	29,400	1,000	Rates
June 30, 2014	30,200	1,000	
June 30, 2015	31,200	1,000	
June 30, 2016	32,200	1,000	

See attached for detailed breakdown, rates and other information.

For audit services, single audit services, assistance in the preparation of the Comprehensive Annual Report, and bond review when bonds are issued.

Report reproduction will be billed separately.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – By soliciting proposals for this service, the Finance Department is insuring that we get the best value for this necessary service. This results in the City receiving a quality audit at the lowest rate possible for our Citizens.

DISCUSSION:

Every fiscal year, the City is required to have its financial records audited by a firm of Certified Public Accounts. Federal grants are subject to Single Audit procedures as required by the Office of Management and Budget with a report on Federal Expenditures being issued. The City also submits its audit report to the Government Finance Officers Association as part of GFOA's excellence in financial reporting program. As a result of staff constraints, it is anticipated that the auditors will continue to play a major role in the financial statement preparation.

This process started in early February with the issuance of a Request for Qualification (RFQ). The team of Andrea Boot, Treasurer, Paul Gerndt, Information Technology Supervisor, Nancy Bazan, Senior Accountant, Rebecca Rynbrandt, Director of Community Services, and Thomas Kent, Deputy Director of Public Works was assembled to assist me in the process of designing a matrix that would be used to evaluate the proposals when received, and select a firm to perform the audit and other work as needed.

Twenty-four (24) bids were sent out and five (5) proposals were received. Using a matrix to compare the proposals, each member of the team reviewed the proposals. The team met and discussed the individual results of their reviews and concluded the top two firms, BDO USA LLP and Rehmann Robson, be subjected to further follow-up including reference checking. Not only were calls made to check references: calls were also made to local cities that we were aware used the firms' services.

Each of the firms was invited in for an additional interview to go over their RFP and answer questions raised by the review team members. Both firms were found to be well qualified and staffed by very experienced individuals making the choice between the two firms very difficult for the team.

BUDGET IMPACT:

Adequate funds were budgeted in account 101-201-20100-860000.

Delivering Assurance

A cost proposal for professional services for
City of Wyoming

March 6, 2012

Submitted by:

Stephen W. Blann, CPA, CGFM, Principal
Rehmann
2330 East Paris Ave. SE
Grand Rapids, MI 49546
616.975.4100
stephen.blann@rehmann.com

 **Rehmann**
Business wisdom delivered.

Your investment.

Based on our discussions and your request for proposal, the scope of the engagement and estimated fees are as follows:

**APPENDIX B
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE CITY OF WYOMING
AUDIT OF THE
2012
FINANCIAL STATEMENTS**

	Estimated Hours	Hourly Rates		Total
		Standard	Quoted	
Partner in Charge	36	\$ 375	\$ 225	\$ 8,100
Audit Manager	96	185	120	11,520
Audit Staff	192	125	80	15,360
Clerical/Support	36	100	65	2,340
	<u>360</u>			37,320
Courtesy Discount (see note below)				(9,330)
Travel and related out-of-pocket costs				<u>610</u>
Maximum not-to-exceed fee			\$	<u>28,600</u>

We consider the City of Wyoming to be an ideal client for our firm for several reasons. First, the timing of your audit (mid-September through early-October) complements our existing mix of client responsibilities nicely. Second, your close geographic proximity to our office reduces our travel costs, and the time typically spent commuting to and from our clients. Finally, the multi-year term of your proposed contract is very attractive to us, because it allows us to amortize the first-year "start-up" costs (which can amount to up to 20% of the engagement budget) over a longer time period. Accordingly, we have included a substantial discount from our standard rates as our way of showing our commitment to developing a long and mutually beneficial relationship with the City.

Fee to consent to use of audit in official statements for bond issuance \$1,000.

APPENDIX B
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE CITY OF WYOMING
AUDIT OF THE
2013
FINANCIAL STATEMENTS

	Estimated Hours	Hourly Rates		Total
		Standard	Quoted	
Partner in Charge	30	\$ 375	\$ 232	\$ 6,960
Audit Manager	80	185	124	9,920
Audit Staff	160	125	82	13,120
Clerical/Support	30	100	67	2,010
	<u>300</u>			32,010
Courtesy Discount (see note below)				(3,200)
Travel and related out-of-pocket costs				<u>590</u>
Maximum not-to-exceed fee			\$	<u>29,400</u>

We consider the City of Wyoming to be an ideal client for our firm for several reasons. First, the timing of your audit (mid-September through early-October) complements our existing mix of client responsibilities nicely. Second, your close geographic proximity to our office reduces our travel costs, and the time typically spent commuting to and from our clients. Finally, the multi-year term of your proposed contract is very attractive to us, because it allows us to amortize the first-year "start-up" costs (which can amount to up to 20% of the engagement budget) over a longer time period. Accordingly, we have included a substantial discount from our standard rates as our way of showing our commitment to developing a long and mutually beneficial relationship with the City.

Fee to consent to use of audit in official statements for bond issuance \$1,000.

APPENDIX B
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE CITY OF WYOMING
AUDIT OF THE
2014
FINANCIAL STATEMENTS

	Estimated Hours	Hourly Rates		Total
		Standard	Quoted	
Partner in Charge	30	\$ 375	\$ 239	\$ 7,170
Audit Manager	80	185	128	10,240
Audit Staff	160	125	84	13,440
Clerical/Support	30	100	69	2,070
	<u>300</u>			32,920
Courtesy Discount (see note below)				(3,290)
Travel and related out-of-pocket costs				570
Maximum not-to-exceed fee			\$	<u>30,200</u>

We consider the City of Wyoming to be an ideal client for our firm for several reasons. First, the timing of your audit (mid-September through early-October) complements our existing mix of client responsibilities nicely. Second, your close geographic proximity to our office reduces our travel costs, and the time typically spent commuting to and from our clients. Finally, the multi-year term of your proposed contract is very attractive to us, because it allows us to amortize the first-year "start-up" costs (which can amount to up to 20% of the engagement budget) over a longer time period. Accordingly, we have included a substantial discount from our standard rates as our way of showing our commitment to developing a long and mutually beneficial relationship with the City.

Fee to consent to use of audit in official statements for bond issuance \$1,000.

APPENDIX B
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE CITY OF WYOMING
AUDIT OF THE
2015
FINANCIAL STATEMENTS

	Estimated Hours	Hourly Rates		Total
		Standard	Quoted	
Partner in Charge	30	\$ 375	\$ 246	\$ 7,380
Audit Manager	80	185	132	10,560
Audit Staff	160	125	87	13,920
Clerical/Support	<u>30</u>	<u>100</u>	<u>71</u>	<u>2,130</u>
	<u>300</u>			33,990
Courtesy Discount (see note below)				(3,400)
Travel and related out-of-pocket costs				<u>610</u>
Maximum not-to-exceed fee			\$	<u>31,200</u>

We consider the City of Wyoming to be an ideal client for our firm for several reasons. First, the timing of your audit (mid-September through early-October) complements our existing mix of client responsibilities nicely. Second, your close geographic proximity to our office reduces our travel costs, and the time typically spent commuting to and from our clients. Finally, the multi-year term of your proposed contract is very attractive to us, because it allows us to amortize the first-year "start-up" costs (which can amount to up to 20% of the engagement budget) over a longer time period. Accordingly, we have included a substantial discount from our standard rates as our way of showing our commitment to developing a long and mutually beneficial relationship with the City.

Fee to consent to use of audit in official statements for bond issuance \$1,000.

APPENDIX B
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE CITY OF WYOMING
AUDIT OF THE
2016
FINANCIAL STATEMENTS

	Estimated Hours	Hourly Rates		Total
		Standard	Quoted	
Partner in Charge	30	\$ 375	\$ 253	\$ 7,590
Audit Manager	80	185	136	10,880
Audit Staff	160	125	90	14,400
Clerical/Support	<u>30</u>	<u>100</u>	<u>73</u>	<u>2,190</u>
	<u>300</u>			35,060
Courtesy Discount (see note below)				(3,510)
Travel and related out-of-pocket costs				<u>650</u>
Maximum not-to-exceed fee			\$	<u>32,200</u>

We consider the City of Wyoming to be an ideal client for our firm for several reasons. First, the timing of your audit (mid-September through early-October) complements our existing mix of client responsibilities nicely. Second, your close geographic proximity to our office reduces our travel costs, and the time typically spent commuting to and from our clients. Finally, the multi-year term of your proposed contract is very attractive to us, because it allows us to amortize the first-year "start-up" costs (which can amount to up to 20% of the engagement budget) over a longer time period. Accordingly, we have included a substantial discount from our standard rates as our way of showing our commitment to developing a long and mutually beneficial relationship with the City.

Fee to consent to use of audit in official statements for bond issuance \$1,000.

The above fees are based on the assumption that the City will provide a reasonably adjusted trial balance at the beginning of fieldwork and that current auditing standards remain applicable. Should the City require assistance in obtaining a reasonably adjusted trial balance or auditing standards significantly change making our estimate unreasonable, we will work with the City in arriving at a new fee that is commensurate the additional work and hours required prior to performing such services.

This proposal is based on professional standards issued as of the date of our proposal (Statements on Auditing Standards through SAS 125 and Statements of the Governmental Accounting Standards Board through GASB 64). The fees quoted for years subsequent to 2012 may be subjected to renegotiation if significant changes in professional standards or reporting requirements make our initial estimate of hours to complete the audit unrealistic. If any such changes occur, we will discuss the reasons with you and arrive at a new fee arrangement.

Our fees for the single audit, which are included in the pricing table above, contemplate a single audit with up to 2 major programs. Additional major programs, if required, would be billed separately at \$1,500-\$2,000 each, depending on the size and complexity of the related compliance requirements to be tested. At the City's request, we can assist in compiling the financial data for the F-65 for a fee of \$750.

Budgeted Hours

When it comes to budgeting an audit, our philosophy is not to schedule "more" hours, but rather "better" hours. To that end, we have developed our schedule of estimated hours calling for a full 50% of the total audit hours to be invested by our executives and supervisory staff. While we certainly will also leverage the work of lesser experienced staff as well, our approach is to put our best people in the field, where they can have the most significant impact on the timeliness and efficiency of our audit procedures. Accordingly, we do not feel the need to inflate our projected hours in proposals, or try to make it appear that we are investing additional nonproductive hours by inexperienced or under-qualified staff. Instead, we strive to staff every audit engagement as efficiently as possible with true industry experts who can complete the required audit procedures quickly and accurately, with a minimal disruption to your regular schedules.

Due Diligence - Official Statements

Following guidance issued by the AICPA and Government Finance Officers Association, this service is optional. Unless you specifically request written consent from our firm, professional standards presume that we are not associated with such documents, and accordingly, we are not required to perform any procedures or incur any additional costs for the city. Of course, should you choose to request such written consent, we will be willing to provide it, at a cost of \$1,000 per issue.

No Surprise Invoices

We strive to deliver business wisdom for a fee that is fair, reasonable and representative of the value delivered. Our approach to establishing fees is to discuss expected outcomes and the proposed services to be provided before work is done. This reduces the possibility of surprises when invoices are ultimately delivered. If services are required beyond the scope of this engagement, we will discuss it with you before beginning any work, and provide a cost estimate for those additional services.

In accordance with our firm's standard billing policy, 45% of the fee will be due at the beginning of the fieldwork, and 45% will be due when the draft reports are delivered at completion of the fieldwork. The final 10% is due upon delivery of the final reports.

More Service

We make it a priority to keep you informed about what we're doing for you and what you're paying for it. Our transparent billing practices help clients clearly evaluate the value our services provide.

Hourly Rates

Fees for special services are determined based on the amount of professional time required to complete the project and the level of our personnel involved. Any extension of services will be discussed in advance of performance to ensure agreement on scope and on fees. Our standard hourly rates for 2012 are as follows:

Level	Range
Principals	\$375
Senior Managers	\$225
Managers	\$150 - \$185
Seniors	\$125 - \$150
Staff	\$100 - \$125



CHANGE ORDER

Client: *City of Wyoming, Michigan* (the "City")

Date: October 9, 2014

Project Description: We will examine the City's general ledger detail in order to propose correcting entries to eliminate any direct postings to equity and allow for beginning fund balance/net position to roll forward from the prior year audited financial statements correctly. Our fees will be based on our standard hourly rates and the actual time incurred.

Estimated Additional Fees: \$750 - \$1,250

We believe it is our responsibility to exceed the City's expectations. This Change Order is being prepared because performance by us of the above project and/or additional service efforts was not anticipated in our original Agreement dated July 25, 2014. The estimated fees for the above project have been mutually agreed upon by the City and Rehmann. It is our goal to ensure that the City is never surprised by the price for any Rehmann service, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date below. Retain a copy for the City's records.

Agreed to and accepted:

Officer signature

Printed Name

Title

Date



CHANGE ORDER

Client: **City of Wyoming, Michigan** (the "City")

Date: October 9, 2014

Project Description: Implementation of GASB Statement 67, *Accounting and Reporting for Pensions*. This standard will require extensive footnote disclosures which must be subjected to audit procedures, as well as new required supplementary information, which must be aggregated, read, and included in the City's financial statements.

Estimated Additional Fees:	
Year of Implementation	\$3,000 - \$5,000
Future Audit Engagements	\$1,000 - \$1,500

We believe it is our responsibility to exceed the City's expectations. This Change Order is being prepared because the incremental time and effort required for implementation of this standard was not estimable at the time of our original Agreement dated July 25, 2014. That Agreement indicated that the amount would be separately communicated at a later date. The estimated fees for the above project have been mutually agreed upon by the City and Rehmann. It is our goal to ensure that the City is never surprised by the price for any Rehmann service, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date below. Retain a copy for the City's records.

Agreed to and accepted:

Officer signature

Printed Name

Title

Date

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE
THE PURCHASE OF FURNITURE

WHEREAS:

1. As detailed in the attached Staff Report, from the Deputy Director of Public Works, it is recommended the City Council authorize the purchase of the furniture for the Clean Water Plant Laboratory and front office areas from InterPhase, Inc. in the total amount of \$22,890.04 using the State of Michigan (MiDEAL) extended purchasing program pricing.
2. Funds for the purchase of the furniture are available in the Sewer Fund Capital Outlay Account number 590-590-54400-986444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of furniture from InterPhase, Inc. in the total amount of \$22,890.04.
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 builders, and the bid opening procedures.

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 October 20, 2014.

ATTACHMENTS:

Staff Report
InterPhase, Inc. Quote

Heidi A. Isakson, Wyoming City Clerk

Staff Report

Date: October 13, 2014
Subject: Purchase of Furniture as Part of Lab Renovation Project
From: Myron Erickson, PE, Deputy Director of Public Works
Meeting Date: October 20, 2014

Recommendation:

I recommend that City Council approve the purchase of furniture for the second floor and front office areas as part of the renovations currently taking place at the Clean Water Plant.

Sustainability Criteria:

Environmental Quality – There is no impact on Environmental Quality with the purchase of this furniture.

Social Equity – There is no impact on Social Equity with the purchase of this furniture.

Economic Strength – This purchase will be made utilizing the State of Michigan MiDeal Purchasing Program which allows Michigan local units of government to use state contracts to buy goods and services. Local governments benefit directly from the reduced cost of goods and services and indirectly by eliminating the time needed to process bids.

Discussion:

On August 18, 2014, City Council adopted Resolution #24889 which allows for the renovation of the Clean Water Plant Laboratory and lower floor office areas of the plant affected by the project. Included with this renovation is the purchase of laboratory and office furniture for these work areas.

Also on August 18, 2014, City Council adopted Resolution #24888 which awarded the Lab Renovation Contract Administration to The Architectural Group. As part of their administration, The Architectural Group has completed the design and configuration needs of the furniture items for the lab workspace and the front office workspace. The purchase of these items will be made from InterPhase, Inc. , the local Haworth distributor, utilizing the MiDeal Purchasing Program (hence, we did not bid this purchase).

Budget Impact:

The cost for the purchase of this furniture is \$22,890.04. Sufficient funds exist in the Sewer Fund Capital Outlay Account #590-590-544-986-444.

3036 Eastern Ave. SE
Grand Rapids, MI 49508
phone: (616) 245-0800 fax: (616) 245-3974



Sold To:
CITY OF WYOMING
2350 IVANREST AVE SW
WYOMING MI 49418

Contact:
MYRON ERICKSON

Phone:
616-261-3562

Fax:

Installation Information:
CITY OF WYOMING
2350 IVANREST AVE SW
WYOMING MI 49418

Contact:
MYRON ERICKSON

Phone:
616-261-3562

Fax:

D13-308 Wyoming Clean Water New Offices ORDER

Tag 1	Rec#	Qty	Part Number	Part Description	Cust\$	EXT Cust\$
				Option Option Description		
2ND FL OFFICES	1	1	JSPY-0242-S1	X Series,2H x 42"W,Closed Cabinet,Two Doors,Steel Drawer Front,Steel Lock Rail Material,Freestanding Mount,Ellipse Pull ,TR-E SMOKE GRD A ,TR-E SMOKE GRD A ,LR-BP CHROME GRD A	302.28	302.28
2ND FL OFFICES	2	1	JTFT-1942-L	X Series,File Top 18 3/4"D X 42"W ,H-DA OATS GRAIN GRD A ,HP-3E SMOKE GRD A	94.38	94.38
2ND FL OFFICES	3	7	LSET-1	HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 1 ,LX-BP CHROME GRD A	0.00	0.00
2ND FL OFFICES	4	5	JBCS-0230	X Series,Bookcase,27.5"H x 30"W,Glides ,TR-E SMOOTH - SMOKE, GRADE A	169.62	848.10
2ND FL OFFICES	5	6	JPAJ-24-SJ	X Series,Pedestal,Attached,File/File,24"D,Steel Drawer Front,Steel Lockbar,J Pull ,TR-E SMOOTH - SMOKE, GRADE A ,LR-BP CHROME, GRADE A	155.76	934.56
2ND FL OFFICES	6	6	PPD-18	Pencil Drawer	14.24	85.44
2ND FL OFFICES	7	5	WUCE-4866-LJSAL44	Corner,90Deg Wrap-Around Extended Worksurface 48 X 66 ,H-DA OATS GRAIN, GRADE A ,HP-3E SMOKE, GRADE A	156.20	781.00
2ND FL OFFICES	8	1	WUCE-4866-LJSAR44	Corner,90Deg Wrap-Around Extended Worksurface 48 X 66 ,H-DA OATS GRAIN GRD A ,HP-3E SMOKE GRD A	156.20	156.20

Interphase, Inc.

D13-308 Wyoming Clean Water New Offices ORDER

Tag 1	Rec#	Qty	Part Number	Part Description	Cust\$	EXT Cust\$
				Option Option Description		
2ND FL OFFICES	9	1	WURA-2430-LJSA	Rect Worksurface 24D X 30W ,H-DA OATS GRAIN GRD A ,HP-3E SMOKE GRD A	41.34	41.34
2ND FL OFFICES	10	3	WURA-2436-LJSA	Rect Worksurface 24D X 36W ,H-DA OATS GRAIN, GRADE A ,HP-3E SMOKE, GRADE A	45.63	136.89
2ND FL OFFICES	11	2	WURA-2442-LJSA	Rect Worksurface 24D X 42W ,H-DA OATS GRAIN, GRADE A ,HP-3E SMOKE, GRADE A	50.12	100.24
2ND FL OFFICES	12	9	E2MN-3046-B	Mono Panel,Sq Top Cap,No- Power,30In.W X 48In.H (C1) STRIAE GRD A ,C1-AM BAND GRD A (C1) STRIAE GRD A ,C1-AM BAND GRD A ,TR-E SMOKE GRD A ,TR-E SMOKE GRD A	105.11	945.99
2ND FL OFFICES	13	4	E2MN-346-B	Mono Panel,Sq Top Cap,No- Power,36In.W X 48In.H (C1) STRIAE GRD A ,C1-AM BAND GRD A (C1) STRIAE GRD A ,C1-AM BAND GRD A ,TR-E SMOKE GRD A ,TR-E SMOKE GRD A	111.15	444.60
2ND FL OFFICES	14	4	E2PC-46	90Deg Finish Post,Painted,48In.H ,TR-E SMOKE GRD A ,TR-E SMOKE GRD A ,TR-E SMOKE GRD A	14.82	59.28
2ND FL OFFICES	15	1	KUAF-1630	Tackboard,Wall-Mounted,Universal 16In. X 30In. (6) HUE GRD B ,6-ED EDDY GRD B	35.69	35.69

Interphase, Inc.

D13-308 Wyoming Clean Water New Offices ORDER

Tag 1	Rec#	Qty	Part Number	Part Description Option	Option Description	Cust\$	EXT Cust\$
2ND FL OFFICES	16	5	HTB-3616	Tackboard 36In. X 16In. (6) ,6-ED	HUE GRD B EDDY GRD B	36.47	182.35
2ND FL OFFICES	17	5	WMK-46	Wall Mount Kit 48In. ,TR-E	SMOKE GRD A	15.41	77.05
2ND FL OFFICES	18	2	ZEED-1600-PP	Unigroup/Too/Places,Cntlvr Brkt,Standard,16.5In.D,Bh		15.02	30.04
2ND FL OFFICES	19	1	ZEED-1600-PR	Unigroup/Too/Places,Cntlvr Brkt,Standard,16.5In.D,Rh		8.00	8.00
2ND FL OFFICES	20	6	SPLG-1243	CONVERGENT BRACKET, PAIR ,TR-E	TRIM-SMOKE	12.29	73.74
2ND FL OFFICES	21	12	ZEFS-1200-LNEJ	Support Pnl,Ws,Unigroup/Too/Places,12In.D ,H-3E ,HP-3E	SMOKE, GRADE A SMOKE, GRADE A	47.97	575.64
2ND FL OFFICES	22	6	ZEFS-2400-LNEJ	Support Pnl,Ws,Unigroup/Too/Places,24In.D ,H-3E ,HP-3E	SMOKE, GRADE A SMOKE, GRADE A	54.80	328.80
2ND FL OFFICES	23	1	TARA-3072-LJSNJG4N	Planes,Table,Rt,Lam,30"x72",Eb3,Std,Co: None,Intr,Gld,29"H,No cbl ,H-DA ,HP-3E ,TR-E	OATS GRAIN GRD A SMOKE GRD A SMOKE GRD A	273.84	273.84

Interphase, Inc.

D13-308 Wyoming Clean Water New Offices ORDER

Tag 1	Rec#	Qty	Part Number	Part Description	Cust\$	EXT Cust\$
				Option Option Description		
2ND FL OFFICES	24	4	SCS-24-0K	Very Side,Fab Seat,Plstc Bk,Armless,Flt Gld, (7) ,7-BW ,TR-F ,TR-F ,TR-F	91.76	367.04
				BARQUE GRD A BLACK WALNUT GRD A BLACK GRD A BLACK GRD A BLACK GRD A		
2ND FL OFFICES	25	6	SCT-20-4116	Very Task Chair,Fab Seat,Mesh Bk,Hgt Adj Arms, Plstc Bse Sft Ctrs,Bk Lk, W/Lum, (7) ,7-BW ,MS-F ,TR-F ,TR-F	351.90	2111.40
				BARQUE GRD A BLACK WALNUT GRD A BLACK GRD A BLACK GRD A BLACK GRD A		
PRIVATE	26	1	LSET-4	HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 4 ,LX-BP	0.00	0.00
				CHROME GRD A		
PRIVATE OFFICE	27	3	JFWA-36	X Series,Conterweight,36" File	36.30	108.90
PRIVATE OFFICE	28	1	JBCS-0330	X Series,Bookcase,39.5"H x 30"W,Glides ,TR-E	180.18	180.18
				SMOKE GRD A		
PRIVATE OFFICE	29	1	JFVL-3072	D-Cnvrg Ws,W/Enc Pnl,Lam 30in. X 72In. ,H-DA ,HP-3E ,TR-E ,TR-E	312.18	312.18
				OATS GRAIN, GRADE A SMOKE, GRADE A SMOOTH - SMOKE, GRADE A SMOOTH - SMOKE, GRADE A		
PRIVATE OFFICE	30	3	JLPD-0336-SJ	X Series,39.5"H x 36"W,Lateral File,File,File,Steel Drawer Front,Steel Lock Material,Freestanding,J Pull,Glides ,TR-E ,LR-BP	351.45	1054.35
				SMOOTH - SMOKE, GRADE A CHROME, GRADE A		
PRIVATE OFFICE	31	9	JFLA-0002	Label Holder Kit, X Series, Svc	0.00	0.00

Interphase, Inc.

D13-308 Wyoming Clean Water New Offices ORDER

Tag 1	Rec#	Qty	Part Number	Part Description Option	Option Description	Cust\$	EXT Cust\$
PRIVATE OFFICE	32	9	JFFA-15	X Series,Front-To-Back Hanging Bar		7.92	71.28
PRIVATE OFFICE	33	1	JPAH-24-SJ	X Series,Pedestal,Attached,Box/Box/File,24" D,Steel Drawer Front,Steel Lockbar,J Pull	,TR-E ,LR-BP	165.99	165.99
PRIVATE OFFICE	34	1	PPD-18	Pencil Drawer		14.24	14.24
PRIVATE OFFICE	35	1	ZUBF-0000-PN	Flush Mount Plate		3.71	3.71
PRIVATE OFFICE	36	1	WURA-2448-LJSA	Rect Worksurface 24D X 48W	,H-DA ,HP-3E	63.96	63.96
PRIVATE OFFICE	37	2	SCS-24-3K	Very Side,Fab Seat,Plstc Bk,Arm,Flt Gld,	(7) ,7-BW ,TR-F ,TR-F ,TR-F	110.26	220.52
PRIVATE OFFICE	38	1	SCT-20-4116	Very Task Chair,Fab Seat,Mesh Bk,Hgt Adj Arms, Plstc Bse Sfl Cirs,Bk Lk, W/Lum,	(7) ,7-BW ,MS-F ,TR-F ,TR-F	351.90	351.90
RECEPTION	39	1	JPAH-24-SJ	X Series,Pedestal,Attached,Box/Box/File,24" D,Steel Drawer Front,Steel Lockbar,J Pull	,TR-E ,LR-BP	165.99	165.99

Interphase, Inc.

D13-308 Wyoming Clean Water New Offices ORDER

Tag 1	Rec#	Qty	Part Number	Part Description	Cust\$	EXT Cust\$
				Option Option Description		
RECEPTIO N	40	1	JPAJ-24-SJ	X Series, Pedestal, Attached, File/File, 24"D, Steel Drawer Front, Steel Lockbar, J Pull ,TR-E SMOOTH - SMOKE, GRADE A ,LR-BP CHROME, GRADE A	155.76	155.76
RECEPTIO N	41	2	JLPD-0230-SJA	X Series, 27.5"H x 30"W, Lateral File, File, Steel Drawer Front, Steel Lock Material, Attached, J Pull, Glides ,TR-E SMOKE GRD A ,LR-BP CHROME GRD A	226.05	452.10
RECEPTIO N	42	1	JLPD-0242-SJA	X Series, 27.5"H x 42"W, Lateral File, File, Steel Drawer Front, Steel Lock Material, Attached, J Pull, Glides ,TR-E SMOOTH - SMOKE, GRADE A ,LR-BP CHROME, GRADE A	294.69	294.69
RECEPTIO N	43	2	JLPD-0342-SJ	X Series, 39.5"H x 42"W, Lateral File, File, File, Steel Drawer Front, Steel Lock Material, Freestanding, J Pull, Glides ,TR-E SMOOTH - SMOKE, GRADE A ,LR-BP CHROME, GRADE A	402.27	804.54
RECEPTIO N	44	2	JSPY-0342-S1	X Series, 3H x 42"W, Closed Cabinet, Two Doors, Steel Drawer Front, Steel Lock Rail Material, Freestanding Mount, Ellipse Pull ,TR-E SMOOTH - SMOKE, GRADE A ,TR-E SMOOTH - SMOKE, GRADE A ,LR-BP CHROME, GRADE A	317.13	634.26
RECEPTIO N	45	1	JTCT-3884-L	X Series, Common Top 37 1/2"D X 84"W ,H-DA OATS GRAIN GRD A ,HP-3E SMOKE GRD A	345.18	345.18
RECEPTIO N	46	1	LSET-5	HW, Lock Set, Keyed Alike, Lock Plug And Key, Qty Of 5 ,LX-BP CHROME GRD A	0.00	0.00
RECEPTIO N	47	1	LSET-7	HW, Lock Set, Keyed Alike, Lock Plug And Key, Qty Of 7 ,LX-BP CHROME GRD A	0.00	0.00

Interphase, Inc.

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D13-308 Wyoming Clean Water New Offices ORDER

Tag 1	Rec#	Qty	Part Number	Part Description	Cust\$	EXT Cust\$
				Option Option Description		
RECEPTIO N	48	1	E2EC-1	Panel, Top Cap End Plug ,TR-E	3.12	3.12
				SMOOTH - SMOKE, GRADE A		
RECEPTIO N	49	1	E2MN-338-B	Mono Panel,Sq Top Cap,No- Power,36In.W X 40In.H (C1) STRIAE GRD A ,C1-AM BAND GRD A (C1) STRIAE GRD A ,C1-AM BAND GRD A ,TR-E SMOKE GRD A ,TR-E SMOKE GRD A	106.28	106.28
RECEPTIO N	50	2	E2MN-438-B	Mono Panel,Sq Top Cap,No- Power,48In.W X 40In.H (C1) STRIAE GRD A ,C1-AM BAND GRD A (C1) STRIAE GRD A ,C1-AM BAND GRD A ,TR-E SMOKE GRD A ,TR-E SMOKE GRD A	122.27	244.54
RECEPTIO N	51	1	E2PC-38	90Deg Finish Post,Painted,40In.H ,TR-E SMOOTH - SMOKE, GRADE A ,TR-E SMOOTH - SMOKE, GRADE A ,TR-E SMOOTH - SMOKE, GRADE A	14.04	14.04
RECEPTIO N	52	1	KUAF-1648	Tackboard,Wall-Mounted,Universal 16In. X 48In. (6) HUE GRD B ,6-ED EDDY GRD B	41.34	41.34
RECEPTIO N	53	1	LUTS-0042-16UEP	Adaptable, Task Light, 42In., 72In. Cord, Sll. Prismatic	36.08	36.08
RECEPTIO N	54	1	UUFS-1630-PWL	Adaptable,Upper Storage,30"W,Painted Front,Wall Mount,Hinge,Locking ,TR-E SMOKE GRD A ,TR-E SMOKE GRD A ,LR-BP CHROME GRD A	111.93	111.93

Interphase, Inc.

D13-308 Wyoming Clean Water New Offices ORDER

Tag 1	Rec#	Qty	Part Number	Part Description Option	Option Description	Cust\$	EXT Cust\$
RECEPTIO N	55	1	UUFS-1636-PWL	Adaptable,Upper Storage,36"W,Painted Front,Wall Mount,Hinge,Locking , ,TR-E , ,TR-E , ,LR-BP	SMOKE GRD A SMOKE GRD A CHROME GRD A	118.17	118.17
RECEPTIO N	56	1	UUFS-1648-PWL	Adaptable,Upper Storage,48"W,Painted Front,Wall Mount,Hinge,Locking , ,TR-E , ,TR-E , ,LR-BP	SMOKE GRD A SMOKE GRD A CHROME GRD A	126.75	126.75
RECEPTIO N	57	1	WUCE-3648- LJSAL44	Corner,90Deg Wrap-Around Extended Worksurface 36 X 48 , ,H-DA , ,HP-3E	OATS GRAIN, GRADE A SMOKE, GRADE A	134.55	134.55
RECEPTIO N	58	2	WURA-2448-LJSA	Rect Worksurface 24D X 48W , ,H-DA , ,HP-3E	OATS GRAIN, GRADE A SMOKE, GRADE A	63.96	127.92
RECEPTIO N	59	1	WURA-2472-LJSA	Rect Worksurface 24D X 72W , ,H-DA , ,HP-3E	OATS GRAIN GRD A SMOKE GRD A	89.70	89.70
RECEPTIO N	60	1	WURA-3042-LJSA	Rect Worksurface 30D X 42W , ,H-DA , ,HP-3E	OATS GRAIN GRD A SMOKE GRD A	65.91	65.91
RECEPTIO N	61	1	WUTS-1296-LJSC	Countertop 12D X 96W , ,H-DA , ,HP-3E	OATS GRAIN GRD A SMOKE GRD A	87.75	87.75
RECEPTIO N	62	2	Z2BT-0000-PNE	Countertop, Bracket, For UniGroup Too Square Painted Top Cap, PLACES/UniGroup, Svc , ,TR-E	SMOOTH - SMOKE, GRADE A	5.85	11.70

Interphase, Inc.

D13-308 Wyoming Clean Water New Offices ORDER

Tag 1	Rec#	Qty	Part Number	Part Description Option	Option Description	Cust\$	EXT Cust\$
RECEPTIO N	63	2	ZEED-1600-PP	Unigroup/Too/Places,Cntlvr Bkt,Standard,16.5In.D,Bh		15.02	30.04
RECEPTIO N	64	1	ZEFS-1200-LNEJ	Support Pnl,Ws,Unigroup/Too/Places,12In.D ,H-3E ,HP-3E	SMOKE GRD A SMOKE GRD A	47.97	47.97
RECEPTIO N	65	2	ZEFS-2400-LNEJ	Support Pnl,Ws,Unigroup/Too/Places,24In.D ,H-3E ,HP-3E	SMOKE GRD A SMOKE GRD A	54.80	109.60
RECEPTIO N	66	3	SPLG-1243	CONVERGENT BRACKET, PAIR ,TR-E	TRIM-SMOKE	12.29	36.87
RECEPTIO N	67	2	ZUBF-0000-PN	Flush Mount Plate		3.71	7.42
RECEPTIO N	68	1	SCT-20-4115	Very Task Chair,Fab Seat,Mesh Bk,Hgt Adj Arms, Plstc Bse Hd Ctrs,Bk Lk, W/Lum, (7) ,7-BW ,MS-F ,TR-F ,TR-F	BARQUE GRD A BLACK WALNUT GRD A BLACK GRD A BLACK GRD A BLACK GRD A	351.90	351.90
LAB CHAIR	69	6	RHSD3	RHINO DESK HEIGHT LAB CHAIR W/SMALL BACK; SEAT HT 15.75 - 21.0		322.48	1934.88
LAB STOOL	70	3	RHSH3	RHINO HIGH HEIGHT LAB CHAIR W/SMALL BACK; SEAT HT 22.25 - 32.75		379.32	1137.96
	71	1	DESIGN			420.00	420.00

Interphase, Inc.

D13-308 Wyoming Clean Water New Offices ORDER

Tag 1	Rec#	Qty	Part Number	Part Description Option	Option Description	Cust\$	EXT Cust\$
	72	1	INSTALLATION			3100.00	3100.00
						Total Customer:	\$22,890.04

Interphase, Inc.

Totals:

Total Customer: \$22,890.04

Total Customer Order: \$22,890.04

Approval and Date: _____

A 50% DEPOSIT IS REQUIRED AT THE TIME OF ORDER ENTRY. THANK YOU!

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION
FOR THE PURCHASE OF
POLICE DUTY BELTS AND ASSOCIATED GEAR

WHEREAS:

1. As detailed in the attached Staff Report, Duckbill Enterprises, Inc. has provided the City with a quotation for police duty belts and associated gear in the total estimated amount of \$31,000.00.
2. Funds for the purchase are available in the Patrol Uniform account number 101-305-31500-744000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the quotation from Duckbill Enterprises, Inc. for the purchase of police duty belts and associated gear in the total estimated amount of \$31,000.00.
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 October 20, 2014.

ATTACHMENTS:
Staff Report
Quotation

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 8, 2014

Subject: Police Duty Belt Gear

From: Lt. James Maguffee, DPS, Police Operations

Meeting Date: October 20, 2014

Recommendation:

It is recommended that the City of Wyoming accept the quotation from Duckbill Enterprises, Inc. for a new police duty belt and associated gear. This gear is a new generation product that secures critical police equipment to the officer at all times he or she is on duty. It serves the exact same purpose as current gear, but differs from current equipment in style, materials, and functionality.

Sustainability Criteria:

Environmental Responsibility – This equipment purchase and choices we have relating to it do not significantly impact this criterion.

Social Equity – There is evidence that this product serves female officers better than current equipment. Please see the discussion below.

Economic Strength – These particular belts and accessories are more expensive; more than double the cost of the current equipment. However it should be noted that a comparison of the two products is an apples to oranges one in my opinion. We expect the benefits to be worth the expense. Please see discussion below.

Discussion:

Since the 1990's, the Wyoming Police Department has used a particular duty belt/accessory combination that has changed very little, except for a noticeable cheapening of materials in my view. The product is very stiff and heavy and has often been strongly suspected of causing lower back pain with prolonged wear. The product has 'pinch points' created by the manner in which it is worn and the relationship of the accessories to the belt. I have been told by female officers that the product almost universally bruises the hips of the females at our agency who wear it.

Sometime in 2013 I became aware of a company called Duckbill that manufactured a new type of belt from a new material that was significantly lighter, more flexible, and reportedly much more comfortable than our current style. I contacted the company's local representative and requested set ups for a few of our officers so we could test and evaluate the product. Officers reported immediate relief of significant lower back discomfort and a much higher level of comfort with the new gear and an end to bruised hips.

The officers have been wearing the equipment for well over a year and the product is holding up very well. The current belt accessories are proving to not be especially long-lived; especially the magazine holder and handcuff cases. I am optimistic the Duckbill gear will be as durable or perhaps more so. I have spoken to personnel from GRPD and KCSD, local agencies who wear Duckbill and they report satisfaction with the product.

Many of our current belt set ups are aged or aging and will need to be replaced one way or another. With many of our officers themselves aging, this seems like a reasonable way to contribute to comfort and lower back health. As we continue to increase the ranks of female officers, it seems more than prudent to seek out a product that suits their particular needs.

Lastly, and less important but not irrelevant is appearance. As you know, uniform and professional appearance for your police officers is critically relevant to completing our mission in the most professional way possible. The proposed belt has a metal buckle that matches our uniform accouterments and presents a complete, crisp appearance.

The main difference in this product is three fold:

1. The product is significantly lighter
2. The belt and accessories are considerably more flexible
3. The belt and accessories are secured in a much more stable manner that reduces the shifting of gear (weight) and pinch points created by current gear.

Attached is a "sole source" letter showing that this product is patented and unique. I respectfully request your consideration for this upgrade to our current uniform equipment. Thank you for your continued support of our mission and for supplying the necessary means for us to carry it out. We strive every day to do so in a way that secures your trust and confidence and that of the community we serve.

Budget Impact:

In preparation for the 2014-2015 budget, a line item of \$60,000 was approved for this purchase. At that time we were not certain of pricing nor were we sure which accessories were right for us, so we estimated high. It appears the cost will approximate \$361.50 per officer, totaling a little over \$31,000. Adjustments could still be made affecting the final cost based on individual officer needs, replacement stock and spares.

**Respectfully Submitted,
Lt. James B. Maguffee**



Duckbill Enterprises inc
90 rue St-Hilaire
Trois-Rivières, Québec, Canada G8V 2J8
p: 819.374.4464 f: 819.378.6664

To whom it may concern,

This letter is intended to inform any interested party that Duckbill Enterprises inc is the patent holder (US # 8,225,976 B2; Canadian # 2,581,800) of a "Belt Assembly Container Therefore". With it's engineering method, this platform is designed to provide greater ergonomic benefits to those wearing a law enforcement duty belt and gear.

The patent abstract of this platform is stated as such:

The present invention relates to a belt assembly and to a container therefore. The belt assembly includes an inner belt, a supporting belt and at least one container. The inner belt is adapted to be installed around a wearer's waist. The supporting belt is adapted to be cohesively affixed to the inner belt. The container is adapted to be affixed to the supporting belt and cohesively affixed to the inner belt. The container is adapted to carry equipment in a receiving compartment, and includes a fixating structure for affixing the receiving compartment to the supporting belt and cohesively affixing to the inner belt.

Due to the patent protected nature of the Duckbill duty gear platform, Duckbill Enterprises inc is the sole source provider of this specific ergonomic duty gear platform.

Should you have any questions, please feel free to contact me directly.

Sincerely,

Paul Meunier
President
Duckbill Enterprises inc
(819) 374-4464
p.meunier@duckbilllaw.com



Duckbill Enterprises, Inc
90 rue St-Hilaire
Trois-Rivières (Québec), Canada G8V 2J8
p: 819.374.4464 f: 819.378.6664
In the U.S. call 616.608.3745
www.DuckbillLaw.com

GEAR MIX

October 7, 2014

Lieutenant Maguffee
City of Wyoming Police Department
2300 DeHoop SW
Wyoming, Michigan 49509

Lieutenant Maguffee,

As we move closer to finalizing the initiation of the Duckbill Duty Gear platform as part of your regular equipment mix, below is an update to the gear mix and costs as it has been handed out to your latest recruits.

STANDARD BASE RIG — Basketweave finish with silver snap closure (SSS-silver)

1-CSC-Pxx – Anchor belt 1.75" wide with piping edge and rear plastic insert.....	\$39.50
1-CSN1-0xx-BK – Basketweave duty belt with 1.5" wide Velcro.....	\$71.50
1-BKL-S01-BK – Basketweave finish silver buckle unit.....	\$29.50
1-SPA-101-SLT – Full padded positioner for slotted style gun holster	\$29.50
1-SPA-005-TAS – Positioner for Taser holster	\$12.50
1-SPA-004-ASP – Positioner for baton holder	\$12.50
1-SPA-200-MBC – Positioner for radio holder	\$12.50
1-MAG-HSS-BK1 – Horizontal basketweave mag pouch for Sig – SSS-silver.....	\$58.50
1-CUF-P11-BK – Basketweave case for 1 pair of standard sized cuffs – SSS-silver.....	\$41.50
1-OCS-300-BK – Basketweave module for OC spray – SSS-silver.....	\$40.50
1-LOK-001-BK – Basketweave snap lock-keeper 2-pack – Silver snaps.....	\$13.50

TOTAL: \$361.50

Some variables from above include:

- Brass snap closure (SSS-brass) versus silver for command staff. No cost difference.
- Vertical versus horizontal mag pouch. No cost difference.
- Full padded positioner for tunnel style versus slotted style gun holster. No cost difference.
- Sergeant Look will be trialing mag pouches with a side-by-side magazine configuration. (MAG-HUN-BK1.) Should those be used, there is a \$2.00 increase in cost per unit versus the MAG-HSS-BK1.



Duckbill Enterprises inc
90 rue St-Hilaire
Trois-Rivières, Québec, Canada G8V 2J8
p: 819.374.4464 f: 819.378.6664

GEAR MIX

As we discussed, I will plan on 3 or 4 briefing sessions to your force on the proper setup of the gear.

I will also make available a current catalog, price list and order form for those officers wishing to purchase additional modules at their own expense.

After reviewing this material, if you have any questions, please don't hesitate in contacting me.

Regards,

Ray Bauer
r.bauer@duckbilllaw.com
(616) 608-3745

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
AT&T FOR SWITCHED ETHERNET SERVICE

WHEREAS:

1. As detailed in the attached Staff Report from the Director of Information Technology, AT&T has provided the City with a 36 month agreement for Switched Ethernet Service.
2. It is recommended the City Council authorize the Mayor and City Clerk to accept the agreement for Switched Ethernet Service with AT&T.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute an agreement with AT&T for Switched Ethernet Service.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals of the Switched Ethernet Service with AT&T in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 20, 2014.

ATTACHMENTS:
Staff Report
Agreement

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: October 14, 2014
SUBJECT: City Enterprise / AT&T Switched Ethernet Service / Pricing Schedule
FROM: Gail Sheppard, Director of Information Technology
MEETING DATE: October 20, 2014

Recommendation:

It is recommended that the City Council authorize payment to AT&T for their Switched Ethernet Service. In June of 2012 the City Council authorized an upgrade of our AT&T communications contract to take advantage of newer technology and to prepare for the implementation of VoIP by replacing our DS3/T1 and TDS phone lines with PRI Trunks and the Opt-E-Man circuits. This AT&T agreement allows the City to upgrade the existing technology to AT&T's recommended/standardized technology at an overall lower cost.

Sustainability Criteria:

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

Social Equity - Information Technology staff continue to monitor and update the City's infrastructure in order to improve and/or allow City users the ability to work more effectively.

Economic Strength - This technology is also consistent with our goal of maintaining our IT infrastructure to support technology solutions, facilitate interoperability and connectivity, and support technologies/processes that increase service to our employees and/or citizens.

Discussion:

Information Technology staff were recently advised that AT&T is moving away from the Opt-E-Man solution and is replacing with ASE, which is a more robust technology. AT&T advised that at some point in time they will make it mandatory to upgrade, but are currently offering an incentive to make the move sooner. Our current bandwidths will double (or more than double) and the cost will be reduced overall by approximately \$628.20 per month or \$7,538.40 annually for the 36-month contract.

Three original master agreements (AT&T Switched Ethernet Service Pricing Schedule) have been signed by AT&T and approved as to form by Jack Sluiter and are provided.

Budget Impact:

Funding for the Switched Ethernet (ASE) Service is budgeted and available in the General Fund/Information Technology/Communications account #101-258-25800-850000.



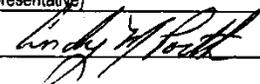
AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Customer CITY OF WYOMING 1155 28TH ST SW WYOMING, MI, 495092895 United States	AT&T The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices) Name: PAT FIRESTONE Title: 1155 28TH ST SW WYOMING, Michigan, 49509 United States Telephone: 616-249-3404 Fax: Email: firestonep@wyomingmi.gov Customer Account Number or Master Account Number:	AT&T Contact (for Notices) Name: CRAIG CUSHMAN 3566 MICHAEL Ave SW WYOMING, MI, 49509 United States Telephone: 616-724-3541 Fax: N.A. Email: CC9189@ATT.COM Branch Manager: BRANDON PIZZUTI SCVP Name: ROGER BLAKE Sales Strata: Retail Sales Region: US <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

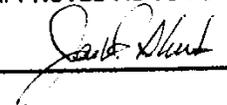
Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Service.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: 
Printed or Typed	Printed or Typed
Name: CURTIS HOLT	Name: Cindy M. Porth
Title:	Title: Contract Specialist
Date:	Date:

For AT&T internal use only	Contract Ordering and Billing Number (CNUM): _____
---------------------------------------	--

APPROVED AS TO FORM:



AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) AND SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM	
Service Provider	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Michigan	AT&T Michigan Service Publications, including Access Services Tariff, Section E30	http://cpr.att.com/michigan.htm

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 Months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	Non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	36 Months
* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.		

4. ADDS; MOVES AND UPGRADES

4.1. Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed Section A-1 of Attachment A ("Adds") not permitted.

4.2. Moves

Per applicable Service Publication

4.3 Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	50% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges
Non-recurring Charge waivers, if any, will apply as identified in Attachment A

6. RATES and CHARGES; QUANTITIES; INITIAL SITE and SERVICE CONFIGURATION

See Attachment A.

**AT&T SWITCHED ETHERNET SERVICESM (ILEC intrastate)
Pricing Schedule Provided Pursuant to Custom Terms**

**ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
CITY OF WYOMING**

A.1. Rates and Charges: Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit
Port Connection - 100 Mb USOC: EYQEX	5		208.04	1,040.20	1,925.00	0.00
Port Connection - 1 Gb USOC: EYQFX	1		400.00	400.00	2,100.00	0.00
Cos Profile - Business Critical Medium (Profile 2) CIR - 50 Mb USOC: R6EHX	2		372.40	744.80	150.00	0.00
Cos Profile - Business Critical Medium (Profile 2) CIR - 5 Mb USOC: R6EAX	1		225.00	225.00	150.00	0.00
Cos Profile - Business Critical Medium (Profile 2) CIR - 10 Mb USOC: R6EBX	1		255.00	255.00	150.00	0.00
Cos Profile - Business Critical Medium (Profile 2) CIR - 20 Mb USOC: R6EDX	1		330.00	330.00	150.00	0.00
Cos Profile - Business Critical Medium (Profile 2) CIR - 250 Mb USOC: R6EQX	1		708.75	708.75	150.00	0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				3,703.75		0.00
<p>*Any difference between the standard NRC and the billed NRC has been waived.</p> <p>If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply, the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period.</p> <p>Charges for special construction, if needed, may also apply.</p>						

A.2. Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective	50% of MRR (partial months prorated) for each "Quantity New" Service

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Required Installation Date	Monthly Shortfall Charge
Date, excluding AT&T delay	Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A.3. Initial New and Existing Site and Service Configuration

Pricing applicable only for the Customer Port Connections specified below.

Table 1 – NEW SERVICE (Complete a line for each Customer Port Connection).

Port ID #	Street Address	City	State
1	5591 GEZON CT SW	WYOMING	MI
2	2300 GEZON PKWY SW	WYOMING	MI
3	16700 NEW HOLLAND ST	PARK TWP	MI
4	1250 36TH ST SW	WYOMING	MI
5	2350 IVANREST AVE SW	Grandville	MI
6	1155 28TH ST SW	WYOMING	MI

Table 2 – NEW SERVICE - Associated Service Components to Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service / Package	Regenerator
1	100 Mb	50 Mb	Business Critical Medium (Profile 2)	0
2	100 Mb	5 Mb	Business Critical Medium (Profile 2)	0
3	100 Mb	50 Mb	Business Critical Medium (Profile 2)	0
4	100 Mb	10 Mb	Business Critical Medium (Profile 2)	0
5	100 Mb	20 Mb	Business Critical Medium (Profile 2)	0
6	1 Gb	250 Mb	Business Critical Medium (Profile 2)	0

Table 3 – NEW SERVICE - Associated Features to Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Meet Point	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	No	N.A.	N.A.	No	No	No
2	No	N.A.	N.A.	No	No	No
3	No	N.A.	N.A.	No	No	No
4	No	N.A.	N.A.	No	No	No
5	No	N.A.	N.A.	No	No	No
6	No	N.A.	N.A.	No	No	No

End of Document

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CHANGE ORDER FOR THE
CLEAN WATER PLANT LABORATORY RENOVATION PROJECT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE THE CHANGE ORDER

WHEREAS:

1. On August 18, 2014 the City Council awarded the bid for the Clean Water Plant Laboratory Renovation Project via Resolution #24889 to Owen-Ames-Kimball in the amount of \$1,185,675.00.
2. As detailed in the attached Staff Report from the Deputy Director of Public Works, three additional items were added to the scope of the project in the total cost of \$17,143.00.
3. Sufficient are available in the Sewer Fund Account number 590-590-54400-986444.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Change Order for the Clean Water Plant Laboratory Renovation Project in the total amount of \$17,143.00.
2. The Wyoming City Council does hereby authorize the Mayor and City Clerk to execute the Change Order.

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 October 20, 2014.

ATTACHMENTS:
Staff Report
Change Order

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: October 13, 2014
Subject: Clean Water Plant Lab Renovation Project Change Order
From: Myron Erickson, PE, Deputy Director of Public Works
Meeting Date: October 20, 2014

Recommendation:

I recommend that City Council approve the attached change order to the existing contract for the renovation of the Clean Water Plant laboratory. The amount of the Change Order is \$17,143.00 and requires and Mayor and City Clerk signatures since it modifies an original contract signed by them.

Sustainability Criteria:

Environmental Quality – There is no impact on Environmental Quality with the purchase of this furniture.

Social Equity – There is no impact on Social Equity with the purchase of this furniture.

Economic Strength – The needed were anticipated in the project and funds were included in the project budget.

Discussion:

This is the first change order to the construction contract and covers details related to the plumbing, electrical, mechanical, and interior components of the project as detailed below:

- Plumbing: amount requested covers installation of a barrier-free water fountain and making connections to a special laboratory flask scrubber appliance.
- Electrical: amount requested covers changing the standard circuit breaker box from Cutler Hammer to Square D, which the Utilities Dept has standardized to.
- Interior: amount requested covers reworking the walls of the main office in the front area of the plant, which were found to be ant-infested during demolition; converting an unused water closet to office supply storage space; wrapping drywall corners of laboratory with stainless steel protectors; upgrading closet doors in the lab tech suite; and wrapping a previously unknown structural steel column with interior surfaces.

Budget Impact:

The added cost for the items covered by this change order is \$17,143.00. Sufficient funds exist in the project's budget account number 590-590-54400-986444.

Owen-Ames-Kimball Co.
 300 Ionia NW
 Grand Rapids, Michigan 49503



Prime Contract Change Order #001: (no title)

Created on: 10/14/14
 Project Name: Wyoming Clean Water Plant Lab Renovations
 Project Number: 13288

TO:
 City of Wyoming
 Wyoming City Hall - 1155 28th St SW
 Wyoming, Michigan 49509-0905
 United States

FROM:
 Owen-Ames-Kimball Co.
 300 Ionia NW
 Grand Rapids, Michigan 49503
 United States

PROJECT:
 Wyoming Clean Water Plant Lab Renovations
 2350 Ivanrest
 Wyoming, Michigan. 49418
 United States

PRIME CONTRACT CHANGE ORDER NUMBER / REVISION:
 001 / 0

CONTRACT FOR:
 1: Wyoming Clean Water Plant Lab Renovations

CREATED BY:
 Jim Hathaway

ASSIGNED TO:
 Unassigned
REVIEWED BY:

STATUS:
 Pending - In Review

DUE DATE:

REVIEW DATE:
INVOICED DATE:

PAID DATE:

EXECUTED:

SCHEDULE IMPACT:

No
TOTAL AMOUNT:
 \$17,143.00

CHANGE ORDER TITLE:

CHANGE ORDER DESCRIPTION:

REFERENCES / ATTACHMENTS:

None

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Title	Schedule Impact	Amount
001	Bulletin #01; Square D Gear - PCO 01; CCD's 1,2, 4 thru 7.		\$17,143.00
Total:			\$17,143.00

CHANGE ORDER LINE ITEMS:

PCO #002: BULLETIN #01 Quote

#	Cost Code	Description	Type	Amount
1	None	Item B1-3 - Plumbing	Other	\$1,719.00
Subtotal:				\$1,719.00
Grand Total:				\$1,719.00

PCO #001: Electrical Panels- Added Costs for Furnishing Square D per Approval Comments

#	Cost Code	Description	Type	Amount
1	None	Pyfiman Power - Proposal for Square D Add Costs	Commitment	\$2,465.00

Owen-Ames-Kimball Co.
 300 Ionia NW
 Grand Rapids, Michigan 49503



Prime Contract Change Order #001: (no title)

Created on: 10/14/14
 Project Name: Wyoming Clean Water Plant Lab Renovations
 Project Number: 13288

#	Cost Code	Description	Type	Amount
2	None	10% MU	Other	\$246.00
3	None	Bond Costs	Other	\$22.00
			Subtotal:	\$2,733.00
			Grand Total:	\$2,733.00

PCO #003: CCD #'s 1, 2, 4 thru 7

#	Cost Code	Description	Type	Amount
1	None	CCd #1 - Rework Rooms 116 & 117	Other	\$5,810.00
2	None	CCD #2 - Flooring Change	Other	\$1,830.00
3	None	CCD #4 - SS Corner Guards	Other	\$445.00
4	None	CCD #5 - Wrap Column Room 206	Other	\$275.00
5	None	CCD #6 - Closet Doors Room 206	Other	\$789.00
6	None	CCD #7 - Flask Scrubber Connections	Other	\$3,542.00
			Subtotal:	\$12,691.00
			Grand Total:	\$12,691.00

The original (Contract Sum)	\$1,185,675.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$1,185,675.00
The contract sum will be increased by this Change Order in the amount of	\$17,143.00
The new contract sum including this Change Order will be	\$1,202,818.00

Owen-Ames-Kimball Co. 300 Ionia NW Grand Rapids, Michigan 49503 <i>[Signature]</i> _____ DATE 10/14/14	City of Wyoming Wyoming City Hall - 1155 28th St SW Wyoming Michigan 49509-0905 _____ BY _____ DATE	Daniel Bode 3100 Prairie SW Grandville, Michigan 49418 United States _____ BY _____ DATE
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RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
ACCEPT AN AGREEMENT WITH SEMCO ENERGY GAS COMPANY
AND RELIABLE ENERGY, INC. FOR THE PURCHASE OF NATURAL GAS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize entering into agreements with Semco Energy Gas Company and Reliable Energy, Inc. for the purchase of natural gas including transportation and fees.
2. Funds for the natural gas are budgeted in account number 591-591-55300-920000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to accept an agreement with Semco Energy Gas Company and Reliable Energy, Inc. for the purchase of natural gas.
2. The City Council does hereby authorize the City Manager to authorize future agreements with Semco Energy Gas Company and Reliable Energy, Inc. for natural gas in accordance with budget approval.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENTS:
Staff Report
Agreement

Heidi A. Isakson, Wyoming City Clerk

Staff Report

Date: September 30, 2014

Subject: Agreement with Reliable Energy

From: Myron Erickson, PE, Deputy Director of Public Works

Meeting Date: October 20, 2014

Recommendation:

I recommend authorizing the Mayor and City Clerk to sign documents necessary to enter into a money-saving natural gas agreement with Reliable Energy. The documents include:

- **Semco Energy Transportation Service Agreement** between the City and Semco Energy, including an Attachment A. This agreement applies to the **Water Treatment Plant**.
- **Reliable Energy Agreement** between the City and Reliable Energy, including the document itself, an Exhibit B-1, and an Agency Agreement. This agreement applies to the **Water Treatment Plant**.
- **An agreement appointing Reliable Energy as our agent** for procurement of natural gas, which applies only to our **Low Service facility**.

Sustainability Criteria:

Environmental Quality – The Water Treatment Plant is actively engaged in the protection of Michigan’s natural water environment and the public health of Wyoming’s citizens. Natural gas is seen as the number 1 sustainable source of energy in the United States for the foreseeable future. This relationship with Reliable Energy will give us a stable position in the market while utilizing a natural gas energy source.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming’s residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength – The relationship with Reliable Energy is projected to save the Water Treatment Plant between \$10,000 and \$20,000 per year based on current usage because we are hiring a broker to buy gas in advance on our behalf when market conditions are more favorable.

Discussion:

Wyoming has an opportunity to enter into an agreement with Reliable Energy, an energy services company, to act on our behalf and buy natural gas throughout the year when the price is advantageously low. The result is savings in our natural gas purchase costs in exchange for a small flat monthly brokerage fee.

We have had a similar relationship with Reliable Energy at the Clean Water Plant since the late 1990's. When we compare what we've actually paid Reliable to what we would have paid DTE (our gas provider at the Clean Water Plant) for the same amount of gas going back to January, 2012, we are able to document a total savings of approximately \$74,000 versus buying the gas conventionally from DTE.

We would like to establish this same relationship at the Water Treatment Plant and realize similar savings.

Budget Impact:

This agreement would result in savings in the Water Treatment Plant's energy budgets. There is a flat fee of \$300 per month to Reliable Energy for retaining their services. Sufficient funds exist in the Water Treatment Plant Public Utilities Account #591-591-55300-920000.

SEMCO ENERGY, INC.
TRANSPORTATION SERVICE AGREEMENT

This Agreement is made as of September 24, 2014, between SEMCO ENERGY GAS COMPANY, a division of SEMCO Energy, Inc., a Michigan corporation, with its principal place of business at 1411 Third Street, Suite A, Port Huron, Michigan 48060 ("SEMCO GAS"), and the CITY OF WYOMING, with an office at 2660 Burlingame SW, Wyoming, MI 49509 ("Shipper").

WITNESSETH

Whereas, Shipper has arranged or, from time to time, will arrange for the delivery of natural gas to SEMCO GAS' Point(s) of Receipt;

Whereas, Shipper desires SEMCO GAS to transport gas delivered by Shipper to the facility where such gas will be consumed; and

Whereas, SEMCO GAS, for compensation and subject to the terms and conditions of its filed Transportation Service tariff and this Agreement, is willing to transport and deliver gas to Shipper on the terms and conditions set forth herein.

Now, therefore, in consideration of the covenants and agreements included herein, Shipper and SEMCO GAS agree as follows:

ARTICLE I

Definitions

All terminology used in this Agreement, is defined in SEMCO GAS' filed Transportation Service tariff sheets, which may be amended from time to time by order of the Michigan Public Service Commission (hereinafter referred to as "MPSC").

ARTICLE II

Nature, Terms, Charges and Conditions of Service

The nature and terms of, and charges and rates for, service provided to Shipper under this Agreement, including but not limited to, the obligations of both SEMCO Gas and Shipper with regard to nominations, balancing, and billing shall be controlled by SEMCO GAS's filed tariff sheets, including Transportation Service tariff sheets, which may be added or modified from time to time by order of the MPSC.

ARTICLE III

Curtailments of Service

The gas redelivered hereunder shall be prioritized for purposes of curtailment or interruption in accordance with SEMCO GAS' filed tariff provisions under Rule C3, Curtailment of Gas Service, which may be modified from time to time by the MPSC.

ARTICLE IV

Service Category

The Service Category selected by Shipper is stated on Attachment A.

ARTICLE V

Maximum Daily Quantity (MDQ)

A Maximum Daily Quantity (MDQ) shall mean the maximum quantity of gas, as measured in Mcf converted to Dth, that SEMCO GAS is obligated to deliver to Shipper on any given day. Shipper's MDQ under this Agreement is set forth on Attachment A.

ARTICLE VI

Measurement

The meters installed by SEMCO GAS and measurement practices shall be in accordance with Rule B1; Technical Standards of Gas Service, contained in SEMCO GAS' filed tariff, which may be modified from time to time by order of the MPSC.

ARTICLE VII

Contractual Relationship

SEMCO GAS shall, in performing its obligations under this Agreement, use its own means, methods, instrumentalities and employees without control or direction on the part of Shipper.

ARTICLE VIII

Obligations and Risk of Loss

1. As between the parties hereto, SEMCO GAS shall have no obligations or liabilities whatsoever with respect to natural gas delivered by or on behalf of the Shipper until such natural gas is received at the Point(s) of Receipt, and such obligations shall terminate when such gas is delivered at the Point(s) of Delivery. Further, it is recognized that this Agreement is not for the benefit of and shall not confer any rights upon any third party or other shippers, suppliers or transporters.
2. Each party shall be responsible for its own property, plant and equipment and each agrees to indemnify and save harmless the other party from any and all actions, suits, claims and proceedings, liability, loss, cost, damage or expenses (including reasonable attorneys' fees, costs and expenses) resulting from the use or condition of its own property, plant and equipment and from liability to third parties for injuries or damage arising out of or attributable to the use or condition of its own property, plant or equipment, except to the extent due to the other party's negligence or intentional misconduct.
3. Each party shall be solely responsible for its actions and those of its employees and designated agents and shall indemnify, save harmless and exonerate the other party from any and all actions, suits, claims, liability, loss, cost, damage or expense (including reasonable attorneys' fees, costs and expenses), howsoever arising, for bodily injury to or death of its own employees, or designated agents arising out of the course of their employment, except only to the extent where such injury or death shall be caused by the negligence or from willful misconduct of the other party's employees or designated agents hereto; and each of the parties shall assume full responsibility for the proper conduct of its designated agents and employees while in, on or about the plant or plants or premises of the other party and agree to hold harmless and indemnify the other party against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees, costs and expenses) caused by the negligence or intentional misconduct of its designated agents or employees while in, on or about the plant or plants or premises of the other party.

4. Except for the payment of amounts required by this Agreement, neither party shall be liable to the other party for any failure to perform an obligation to the extent precluded by Force Majeure.

ARTICLE IX

Successors and Assignees/Controlling Law

This Agreement is subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assignees; provided, however, that neither party shall assign this Agreement without the prior written consent of the other not reasonably withheld or delayed; provided that any party may, without such consent, assign this Agreement and its rights and obligations hereunder to any third party which shall acquire substantially all the assets of such party so assigning. The provisions of this ARTICLE shall not be construed to prohibit any party, without the consent of the other party, from mortgaging or pledging this Agreement or its rights hereunder to secure the payment of any bonds, or other indebtedness of such party. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Michigan.

ARTICLE X

Term

The term of this Agreement is specified in Attachment A hereto.

ARTICLE XI

Notice

Any notice, to be made to SEMCO GAS shall be directed to its address as shown on Attachment A.

ARTICLE XII

Jurisdiction

This Agreement and the service offerings, conditions and pricing provisions contained herein and contained in Attachment A shall be subject to the jurisdiction of the Michigan Public Service Commission (MPSC). In the event that the MPSC shall issue one or more order(s) which govern, modify or amend the transportation services contemplated by this Agreement, the service offerings, conditions and pricing provisions stated in such Order(s) shall replace and supersede the service offering, conditions and pricing provisions contained herein effective with the date(s) stated in such Order(s).

ARTICLE XIII

Aggregation Option

Under the terms of the Transportation Service tariff, Shipper may elect to aggregate wholly owned facilities as subsidiary accounts under a master transportation account. The terms and conditions of such service are specified in the tariff. Such subsidiary accounts will be identified in Attachment B.

ARTICLE XIV

Point(s) of Receipt and Delivery

SEMCO GAS shall receive quantities of gas at the Point(s) of Receipt designated in Attachment A on behalf of Shipper and shall deliver quantities of gas to Shipper at the Point(s) of Delivery stated in Attachment A for the primary or master transportation account and on Attachment B for any subsidiary accounts elected under the aggregation option.

ARTICLE XV

Agreement in its Entirety

This Agreement and the references herein constitute the entire agreement of the parties for transportation service to facilities of Shipper at the Point(s) of Delivery. There are no oral or written understandings or agreements between SEMCO GAS and the Shipper not part of this Agreement, relating to the subject-matter of this Agreement other than those expressed herein.

Provisions of this Agreement may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

SEMCO ENERGY GAS COMPANY, a division of
SEMCO ENERGY, INC.

Witness:

(SEMCO GAS)

By _____

Timothy J. Lubbers

Title: Director of Business Development

Witness:

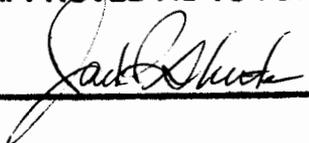
CITY OF WYOMING

By _____

Name:

Title:

APPROVED AS TO FORM:



Attachment A

To The Transportation Service Agreement Between
SEMCO ENERGY GAS COMPANY, a division of SEMCO ENERGY, INC.
and
CITY OF WYOMING

Shipper's Point(s) of Delivery shall be the address of facilities of Shipper to be served hereunder:
16700 New Holland Street, Holland, MI 49424

CIS Account Number: 34-4795.502

Meter Number: 250281

Tax ID Number: 38-6006933

SEMCO GAS's Point(s) of Receipt shall be: Holland Gate Station or others as approved by
SEMCO ENERGY

Shipper's Maximum Daily Quantity (MDQ) shall be: 185 Dth per day

Does shipper elect to receive Firm Balancing from SEMCO GAS: Yes
Firm Balancing is provided for \$0.0344 per Dth on all volumes delivered.
Shipper's Firm Balancing Tolerance (FBT) level shall be: 15 Dth

Service Category Designated By Shipper: TR-1

Curtailement Priority Designated by SEMCO ENERGY: 1
(Defined in SEMCO ENERGY Gas Company's MPSC Approved Tariff)

SEMCO ENERGY, INC.
1411 Third St, Suite A
Port Huron, MI 48061
Attention: Tim Lubbers, Director, Business Development

Shipper: CITY OF WYOMING
2660 Burlingame SW
Wyoming, MI 49509

The term of Attachment A shall commence on the 1st of November, 2014, and will continue for a one (1) year period. Attachment A terms shall continue thereafter until terminated by either party following thirty (30) days written notice to the other party. The one (1) year term will be waived if Customer has been on the above listed Service Category for at least one year.

CITY OF WYOMING

SEMCO ENERGY GAS COMPANY, a
division of SEMCO ENERGY, INC.

Signed _____ Date _____

Signed _____ Date _____

APPROVED AS TO FORM:



ENERGY AGREEMENT

THIS AGREEMENT IS entered into on October 6, 2014 between CITY OF WYOMING 1155 28TH ST SW, WYOMING, MI 49509 ("Client") and RELIABLE ENERGY, INC., 5500 Cascade Road SE, Suite 220, Grand Rapids, MI 49546 ("Manager").

STATEMENT OF PURPOSE

Manager provides professional energy management and procurement services. Client wishes to retain Manager to perform such services, and Manager agrees to accept such engagement, under the terms and conditions set forth herein. The Parties hereto mutually consent, covenant, represent, warrant and agree as follows:

1. **Services to be Provided.** During the term of this Agreement, Manager shall perform the services specified in Exhibits A & B, attached hereto. Client agrees to make available to Manager all materials and information reasonably necessary for Manager to perform such services, including without limitation, the materials and information specified in Exhibits A & B.
2. **Term.** Service under this Agreement shall commence on October 6, 2014 and shall remain in effect until terminated by either Party upon no less than sixty (60) days written notice to the other Party provided, however, that such termination shall not become effective until the expiration of any commitments made by Manager on behalf of Client in accordance with the terms set forth herein or in a formal Agency Agreement between the Parties.
3. **Fees.** In consideration for the services to be performed for Client by Manager, Client agrees to pay, promptly and fully, the fees described in Exhibit C, attached hereto and made a part hereof, in accordance with the provisions set forth therein.
4. **Liability.** Manager agrees to perform the services in a professional manner and as otherwise set forth in this Agreement. Manager warrants that it will perform as specified by the agreement of the Parties. If Manager is unable to perform as agreed, Client shall be limited in its damages to reimbursement of the difference between Client's contracted cost for energy and Client's cost of replacement energy. Except as set forth herein, Client expressly agrees that Manager shall not be liable to Client for any other loss, liability, damage, cost or expense of Client (including lost profit or any other direct, indirect or consequential damages) resulting from or attributable to, performance of the services. Client further agrees that Manager shall not be liable for any loss or expense incurred by Client due to failure of Client's energy supplier(s) to perform as agreed.
5. **Default.** In the event either Party (the "Defaulting Party") is in default with respect to any of the provisions of this Agreement, the other Party (the "Performing Party") shall have the right to suspend and/or terminate this Agreement provided the Defaulting Party has not remedied the event of default after seven business days prior written notice from the Performing Party.
6. **Parties Defined.** References to Client and Manager include the Parties' officers, employees, agents, and independent contractors and subcontractors.
7. **Assignment.** Client shall not assign nor transfer its rights, duties and obligations hereunder, except to an affiliate, unless Manager consents to such assignment in writing prior to any such assignment. Such written consent shall not be unreasonably withheld.
8. **Notices.** All notices and other communication hereunder must be in writing and shall be deemed to have been duly given when personally delivered or when placed in the United States mail, first class, postage prepaid, addressed to the Party to whom such notice is being given at the address set forth in this Agreement. Either Party may change the address to which such notices shall be given by notifying the other Party in accordance with this Paragraph of such change of address.
9. **Severability.** Should any provision of this Agreement or part thereof be held under any circumstances to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement or other part of such provision.
10. **Governing Law.** This Agreement shall be deemed to have been made and entered into in the State of Michigan, and the construction, validity and enforceability of this Agreement shall be governed by the laws of the State of Michigan.
11. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof. All prior contemporaneous or other oral or written statements, representations, or agreements by or between the Parties with respect to the subject matter hereof are merged herein.
12. **Miscellaneous.** This Agreement shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns. This Agreement shall not be changed or modified orally but only by an instrument in writing signed by the Parties which states that it is an amendment to this Agreement.

In witness whereof, Client and Manager have caused this Agreement to be signed by their respective duly authorized officers as of the day and year above written.

CITY OF WYOMING

RELIABLE ENERGY, INC.

By: _____

By: _____

Name: _____

Brian M. Shea

Title: _____

President

APPROVED AS TO FORM:

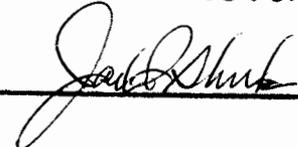


EXHIBIT A
ENERGY MANAGEMENT & OPTIMIZATION SERVICES

The services to be performed by Manager pursuant to the Agreement to which this Exhibit A is attached are as follows:

NATURAL GAS

1. Manager shall manage and coordinate monthly deliveries of natural gas to Client's facilities identified herein in accordance with the tariff provisions governing delivery of natural gas to such facilities as established by Client's Local Distribution Company(s) (LDC). Such deliveries shall also be in accordance with the terms and conditions set forth under any agreement entered into that provides for the sale of natural gas to Client's facilities. Manager shall be responsible for ordering sufficient monthly volumes of gas such that Client does not incur unauthorized gas usage charges from the LDC.

Client's total estimated monthly natural gas requirements for the facilities served hereunder are as follows:

Month:	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
Requirement (MMBtu):	4991	4004	3007	2490	2108	2100	1705	1710	1710	2511	3990	4495	34,816

2. Reports
 - a. Account Summary - Manager shall provide to Client, on a monthly basis, a report summarizing the status of Client's account.
 - b. Forward Strategy & Hedge Summary - Manager shall provide to Client, on a monthly basis, a report summarizing Client's elected natural gas forward purchase strategy including the status of hedged positions implemented.
 - c. Market Update - Manager shall provide to Client, on a weekly basis, a report summarizing pertinent market information.
 - d. At Client's request, Manager shall provide to Client energy budget and estimated expense reports.

The materials and information to be provided to Manager by Client pursuant to the Agreement to which this Exhibit A is attached are as follows:

1. Client shall provide to Manager, on a weekly basis, meter reads for all LDC meters registering natural gas delivered to Client's facilities.
2. Client shall provide to Manager, on a monthly basis, a copy of any LDC statement(s) submitted to Client for delivery of natural gas to Client's facilities.
3. Client shall provide to Manager, on a monthly basis, a copy of any statement submitted to Client pertaining to the sale of natural gas (other than invoices submitted directly to Client by Manager).
4. Client shall provide to Manager a copy of any agreement, including any amendment(s) to such, which Client may have in place or enter into during the term of this agreement pertaining to the transportation and/or sale of natural gas to Client's facilities.

All materials and/or information provided either by Manager to Client or by Client to Manager under this Exhibit A are to be treated as confidential. Neither Party may disclose such information to a third Party without the written consent of the other Party.

EXHIBIT B
ENERGY PROCUREMENT SERVICES

The procurement services to be performed by Manager pursuant to the Agreement to which this Exhibit B is attached are as follows:

1. NATURAL GAS

Manager shall be responsible for procurement of Client's natural gas requirements as set forth below:

Facility ID	Procure Type	Monthly Requirements (MMBtu)											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
16700 New Holland Street	100% of Req.	4991	4004	3007	2490	2108	2100	1705	1705	1710	2511	3990	4495
Fresh Water Treatment Plant													

In the event Manager is responsible for procuring 100% of Client's natural gas requirements (see "Procure Type" above), the requirements indicated are estimates only and may be revised for known or anticipated changes in use.

Manager shall procure the above stated volumes for Firm delivery to a receipt point acceptable by Client's LDC for redelivery to Client's facilities. Firm delivery shall mean that performance may be suspended only as a result of the occurrence of an event of Force Majeure.

The price for natural gas procured hereunder shall be in accordance with the terms set forth in "Exhibit B-1 - Natural Gas Price & Hedging Strategy" attached hereto.

Client hereby appoints Manager as its Agent for the purpose of procuring the above indicated energy requirements. The terms of such Agency shall be as set forth in a formal Agency Agreement between the Parties in the form attached hereto.

Client shall remain primarily responsible for payment of energy procured by Manager on behalf of Client. In the event that Client's creditworthiness becomes insufficient, such that Manager's ability to obtain energy for Client becomes substantially impaired, Manager shall be relieved of its responsibility to procure such requirements and of any other financial responsibilities to Client.

This Exhibit B, B-1 along with all materials and/or information provided either by Manager to Client or by Client to Manager under this Exhibit B, B-1 are to be treated as confidential. Neither Party may disclose such information to a third Party without the written consent of the other Party.

**EXHIBIT B-1
NATURAL GAS PRICE & HEDGING STRATEGY**

1. PHYSICAL DELIVERIES

First of Month Deliveries - The price for all gas ordered for First of Month delivery to Client's facilities shall be based upon city-gate rates as published in *Inside FERC's Gas Market Report* for delivery to Client's LDC. In the event *Inside FERC's Gas Market Report* ceases to publish such information, Manager will work with Client's contracted source of natural gas supply to find a suitable replacement.

Mid-Month Deliveries - The price for all gas ordered for Mid-Month delivery to Client's facilities shall be based upon daily rates as quoted to Manager from Client's contracted source of natural gas supply.

2. NATURAL GAS HEDGE STRATEGY

In consideration of the benefits to be derived by way of hedging the price for future delivery of natural gas, Client hereby elects to implement the following Natural Gas Hedge Strategy:

Product	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	%
Blend 20	2500	2000	1500	1250	1050	1050	850	850	850	1250	2000	2250	17400	50%
Blend 4	1500	1200	900	750	630	630	510	510	510	750	1200	1350	10440	30%
REI Disc (LT)	991	804	607	490	428	420	345	345	350	511	790	895	6976	20%
Total	4,991	4,004	3,007	2,490	2,108	2,100	1,705	1,705	1,710	2,511	3,990	4,495	34,816	100%

At any time, Client may elect to modify the allocation of needs set forth above provided, however, that positions established prior to such modification shall remain in effect. Volumes allocated to REI Discretionary and Client Discretionary categories may be revised by Manager to reflect actual monthly needs at the time First of Month deliveries are scheduled. Quantities shown may be rounded to account for equal daily delivery within the delivery month.

Summary of Available Natural Gas Hedge Products

Blend 20 - Twenty positions of ~5% each secured monthly starting 24 months in advance of delivery.

Blend 10 - Ten positions of ~10% each secured monthly starting 12 months in advance of delivery.

Blend 4 - Four positions of ~25% each secured monthly starting 6 months in advance of delivery.

Winter Blend - Five positions of ~20% each secured for the months of November through April starting 7 months in advance of November.

Summer Blend - Five positions of ~20% each secured for the months of May through October starting 7 months in advance of May.

REI Discretionary - Positions secured at Manager's sole discretion. Needs allocated to this category shall be further identified as either Long Term (up to 24 months in advance of delivery), Short Term (up to 12 months in advance of delivery), or Monthly (up to 1 month in advance of delivery). In the event Manager elects not to establish a position, needs allocated to this category shall be based upon the monthly NYMEX Henry Hub Natural Gas Futures contract Final Settlement price.

Client Discretionary - Positions secured at Client's sole discretion. In the event Client elects not to establish a position, needs allocated to this category shall be based upon the monthly NYMEX Henry Hub Natural Gas Futures contract Final Settlement price.

In the event that an insufficient number of months are available such that a specific hedge product selected by Client cannot be completed as outlined above, positions for each affected delivery month shall be transacted on as close as possible to an equal percentage basis determined by the actual number of months remaining until physical delivery of requirements. In such cases, however, 100% of needs shall be hedged no less than 30 days prior to the applicable month of physical delivery.

With respect to the Blend 20, Blend 10, Blend 4, Winter Blend and Summer Blend categories, Manager shall establish an Upper Band Price Tolerance (UBPT) and a Lower Band Price Tolerance (LBPT). In the event that the price to be transacted for a specific delivery month exceeds the UBPT, the establishment of a position for such shall be delayed for a period of one (1) month provided, however, that the UBPT shall not be applied to the same delivery month for consecutive one (1) month periods. In the event that the price to be transacted for a specific delivery month is below the LBPT, the quantity to be hedged for such month shall be multiplied by two (2). Until further notice, the UBPT shall be equal to \$11,000, exclusive of fees, and the LBPT shall be equal to \$6,000, exclusive of fees. Manager shall provide written notice to Client of any change to either the UBPT or the LBPT.

Prices secured under each of the above hedge products shall be based upon natural gas rates available for each delivery month as reported on the New York Mercantile Exchange (NYMEX). Under the Blend 20, Blend 10, Blend 4, Winter Blend and Summer Blend categories, positions shall be established monthly during the final 3 trading days of the prompt month NYMEX Henry Hub Natural Gas Futures contract. Prices secured under each of the above hedge products shall be inclusive of all costs and/or margins associated with the establishment of such.

Basis to NYMEX for delivery of gas to Client's LDC shall be secured at Manager's discretion unless agreed to otherwise by the parties.

Client and Manager hereby agree that the above outlined Natural Gas Price & Hedging Strategy shall remain in effect until further notice. Any modifications to such shall be agreed to in writing between the Parties.

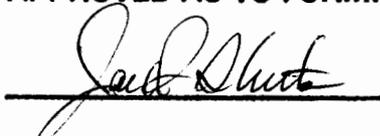
CITY OF WYOMING

By: _____
Name: _____
Title: _____
Date: _____

RELIABLE ENERGY, INC.

By: _____
Brian M. Shea
President
Date: _____

APPROVED AS TO FORM:



**EXHIBIT C
FEES**

In consideration for the services performed by Manager for Client under the Agreement to which this Exhibit C is attached, Client shall pay Manager the following fees:

1. NATURAL GAS

A. ACCOUNT MANAGEMENT

Client shall pay Manager a monthly Account Management Fee equal to \$300.00.

B. ENERGY PROCUREMENT & OPTIMIZATION

For Mid-Month Deliveries procured, Client shall pay Manager a Monthly Optimization Fee equal to 10% of the difference between Client's First of Month Delivery price and the price at which Manager was able to procure such volumes. Such fee shall apply only if the weighted average price secured for Mid-Month Deliveries is less than the published price for First of Month Deliveries as set forth in Exhibit B-1 hereto. Price secured for volumes subject to such shall be inclusive of any Monthly Optimization Fees.

Manager shall invoice Client on a monthly basis for all quantities of natural gas purchased by Manager as Agent for Client during each calendar month hereunder. Client shall remain primarily responsible for payment of such amounts to Client's contracted source(s) of natural gas supply.

On or before the fifth day of each calendar month during the term of the Agreement to which this Exhibit C is attached, Manager shall render to Client a statement for any amounts due. Client shall pay the undisputed amount billed in that statement on or before the due date set forth. In no case, however, shall the due date be sooner than the fifteenth day of the same calendar month. If Client fails to pay when due the undisputed amount of any invoice rendered by Manager, Client will be responsible for any late payment charges incurred through Client's contracted source(s) of energy.

All fees and/or pricing contained in this Exhibit C are to be treated as confidential. Neither Party may disclose such information to a third party without the written consent of the other Party.

AGENCY AGREEMENT

THIS AGREEMENT IS entered into on October 6, 2014 between CITY OF WYOMING, 1155 28TH ST SW, WYOMING, MI 49509 ("Client") and RELIABLE ENERGY, INC., 5500 Cascade Road SE, Suite 220, Grand Rapids, MI 49546 ("Agent").

STATEMENT OF PURPOSE

Agent provides professional services in energy management and procurement. Client wishes to retain Agent to perform such services and to authorize Agent to act on Client's behalf for purposes of securing Client's energy requirements as set forth herein. Agent agrees to accept such engagement under the terms and conditions set forth herein. The Parties hereto mutually consent, covenant, represent, warrant and agree as follows:

1. **Agency Authorization.** Client hereby authorizes Agent to secure its Energy requirements as set forth herein. As such, Agent shall have full authority to enter into contractual agreements pertaining to supply and/or delivery of Energy to Client's facilities. The term "Energy" as used herein, shall include natural gas and electricity as set forth below. The term "delivery" as used herein, shall include interstate transportation of Energy as well as delivery of Energy through Client's Local Distribution Company (LDC).
2. **Term.** The term of this Agreement shall commence on October 6, 2014 and shall remain in effect until terminated by either Party upon no less than sixty (60) days written notice to the other Party provided, however, that such termination shall not become effective until the expiration of any commitments made by Manager on behalf of Client in accordance with the terms set forth herein.
3. **Energy Requirements.** For purposes of this Agreement, Client's Energy requirements shall be defined as follows:

a) Natural Gas

Month:	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
Requirement (MMBtu):	4,991	4,004	3,007	2,490	2,108	2,100	1,705	1,705	1,710	2,511	3,990	4,495	34,816

b) Electricity

Not Applicable

The Energy requirements indicated above are estimates only and may be revised for known or anticipated changes.

4. **Limitations.**

Agent shall be limited in its ability to enter into contractual agreements pertaining to the purchase and/or delivery of Energy as follows:

- a) Agreements entered into by Agent on behalf of Client shall be for a term no longer than 24 months. Commitments extending beyond a 24 month period may be made by Agent upon consent from Client.
- b) Commitments made by Agent on behalf of Client to purchase Energy shall not exceed the maximum allowable tolerances for delivery of Energy to Client as set forth in Client's agreement with its LDC(s).

CITY OF WYOMING

By: _____
 Name: _____
 Title: _____
 Date: _____

RELIABLE ENERGY, INC.

By: _____
 Brian M. Shea
 President
 Date: _____

APPROVED AS TO FORM:





APPOINTMENT OF AGENT FOR
PROCUREMENT OF NATURAL GAS

THIS APPOINTMENT OF AGENT Agreement dated _____ is entered into between City of Wyoming ("Buyer") and RELIABLE CHOICE ENERGY, LLC, 5500 Cascade Road SE, Suite 220, Grand Rapids, MI 49546 ("Agent").

STATEMENT OF PURPOSE

Agent provides professional services in natural gas procurement. Buyer wishes to retain Agent to perform such services and to authorize Agent to act on Buyer's behalf for purposes of securing Buyer's natural gas requirements as set forth herein.

- 1. Agency Authorization. Buyer hereby authorizes Agent to secure its natural gas requirements as set forth herein.
2. Term. The term of this Agreement shall commence on the date indicated above and shall remain in effect until terminated by either Party upon no less than thirty (30) days written notice to the other Party provided, however, that such termination shall not become effective until the expiration of any commitments made by Agent on behalf of Buyer in accordance with the terms set forth herein.
3. Facilities Served. Service hereunder shall be provided to Buyer's facilities identified below and/or as in Attachment "A" hereto which may be amended from time-to-time to include additional Buyer facilities.
4. Assignment. Agent shall have the right to assign this Agreement including its rights and duties hereunder to a third party provided however, that if assigned to any party other than a direct affiliate of Agent, Buyer shall receive written notification from Agent including detailed information about the party to which such assignment is made.
5. Initial & Forward Natural Gas Price Strategy. This Agreement is made in conjunction with Buyer's Natural Gas Customer Choice Initial & Forward Price Strategy, a copy of which is attached hereto.

By signing below, I acknowledge that I am the account holder or legally authorized person to execute and legally bind the business in this agreement and that I understand and agree to the terms and conditions set forth above and as outlined in any attachments hereto.

CITY OF WYOMING

Sign: _____
Name: _____
Title: _____
Date: _____
Phone: _____ Fax: _____
E-mail: _____

RELIABLE CHOICE ENERGY, LLC

By: _____
Brian M. Shea
President
Date: _____
Phone: 616-977-1705 Fax: 616-977-1707

Account Information (use Attachment "A" hereto if multiple accounts):

LDC Name (select one): ___ DTE-MichCon ___ Consumers Energy X Semco Energy ___ MGU Account

Name (as it appears on LDC invoice): City of Wyoming

Account Number: 0214019.500

Service Address: 4704 Lakeshore Dr N City Holland State: MI Zip: 49424

Estimated Annual Use (Ccf): 10,000

APPROVED AS TO FORM:

[Handwritten signature]



reliable energy

Natural Gas Customer Choice Initial & Forward Price Strategy

Further to the Appointment of Agent for Procurement of Natural Gas Agreement dated _____ between RELIABLE CHOICE ENERGY, LLC. ("Agent") and City of Wyoming ("Buyer"), this Initial & Forward Price Strategy is hereby made by Buyer and authorizes Agent to act on Buyer's behalf as set forth below.

INITIAL PRICE

For an Initial Term through Buyer's April-2015 utility billing cycle, Agent shall be authorized to secure 100% of Buyer's estimated natural gas needs as follows:

- a) at a fixed price not to exceed \$ _____/Ccf. Unless/until such time as such authorized fixed price has been secured, Buyer's price shall be the Month-to-Month Market Based Price set forth in Option #2 (a) below.
- b) at the Month-to-Month Market Based Price set forth in Option #2 (b) below.

FORWARD NATURAL GAS PRICE STRATEGY

For all months subsequent to the Initial Term set forth above, Agent shall be authorized to secure 100% of Buyer's estimated natural gas needs in accordance with the terms set forth below.

Option #1: Blended Fix Price

For a 12 month term commencing with Buyer's May billing cycle of each year, Buyer's price for natural gas shall be as per outlined in Agent's Blended Fix Price Plan, the specific terms and conditions of which shall be communicated to Buyer on an annual basis no later than May 1 of the preceding calendar year.

Option #2: Month-to-Month Market Based Price (choosing this option requires election of storage rights below)

Buyer's price shall vary month-to-month as per set forth in variable price terms established with a licensed Alternate Gas Supplier and agreed to by Agent on behalf of Buyer. Buyer further elects that prices to be paid under this Option #2 shall be subject to the following election of summer price weighting:

- a) **Inclusive of Summer Weighting** - Prices paid during the months of Nov-Mar to include the benefit of summer storage (cancel any time but with the effective date of such to be no sooner than Buyer's then succeeding April utility billing month).
- b) **Exclusive of Summer Weighting** - Prices paid each month will be based upon then current monthly market conditions (cancel any time with the effective date of such to be Buyer's next available utility billing month).

The above indicated Forward Price Strategy shall remain in effect until further notice. At any time, Buyer may modify its Forward Price Strategy provided, however, that commitments made by Agent prior to such modification shall remain in full force and effect. Furthermore, Buyer's notice to Agent of any desired modification to the above must be delivered to Agent in writing with return receipt requested.

By signing below, I acknowledge that I am the account holder or legally authorized person to execute and legally bind the business in this agreement and that I understand and agree to the terms and conditions set forth above and in the above referenced agreement.

For: City of Wyoming

Sign: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidders	Cost
Low Service Variable Frequency Drive Replacement	Parkway Electric & Communications, LLC	\$241,600.00

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 20, 2014.

ATTACHMENTS:
Staff Report
Letter

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: October 15, 2014
Subject: Water Treatment Plant Low Service Variable Frequency Drive
From: Robert Veneklasen, Water Treatment Plant Operations Supervisor
Meeting Date: October 20, 2014

Recommendation:

It is recommended the bid received from Parkway Electric & Communications, LLC for the replacement a variable frequency drive in the low service intake shorewell at the Water Filtration Plant in the amount of \$241,600.00 be accepted.

Sustainability Criteria:

Environmental Quality- The use of variable frequency drives allow effective treatment rates to accurately meet water demand while producing the highest quality drinking water for our customers.

Social Equity- The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art drinking water treatment technologies.

Economic Strength - The use of variable frequency drives for the water treatment process provides efficient use of utility power for the best value and ensuring the lowest cost for our residents and customers.

Discussion:

On September 30, 2014 three bids were received for replacement of one-of-two variable frequency drives located at the low service intake shorewell for the Water Treatment Plant. The bids received were the result of solicitations sent to 26 prospective bidders in an effort to obtain the most favorable pricing. The bid results are as shown below:

Parkway Electric & Communications, LLC	\$241,600.00
Bazen Electric Company	\$261,000.00
DVT Electric, Inc.	\$277,700.00

Budget Impact:

There is sufficient money in account #591-591-57300-986954 for this work.

cc: Bill Dooley, Director of Public Works
Myron Erickson, Deputy Director of Public Works
Laura Jackson, Purchasing Department



October 10, 2014

Transmitted Electronically

Mr. Robert Veneklasen
Wyoming Water Treatment Plant
16700 New Holland
Holland, MI 49424

Re: Recommendation of Award: Low Service Pump VFD Replacement Project

Dear Mr. Veneklasen:

Tetra Tech has completed review of bids received in response to the Request for Bid for contractor services related to the Low Service Pump VFD Replacement project at the Wyoming Water Treatment Plant.

There were three project bidders, Bazen Electric Company, DVT Electric and Parkway Electric.

The bids from all three companies arrived before the 11:00am September 30th 2014 deadline.

After careful review of each of the three bid submissions we recommend the following:

Tetra Tech recommends awarding the Low Service Pump VFD Replacement Project to "Parkway Electric & Communications, LLC".

We look forward to working with you on this effort. Please contact me at 734-213-5075 if you have questions or require additional information.

Sincerely,

A handwritten signature in black ink that reads 'Mick S. Jones'.

Mick S. Jones, P.E.
Senior Project Manager

ORDINANCE NO. 21-14

AN ORDINANCE TO ADD ARTICLE VI TO
CHAPTER 14 OF THE CODE OF THE CITY OF WYOMING
ENTITLED "MEDICAL MARIJUANA FACILITIES"

THE CITY OF WYOMING ORDAINS:

Section 1. That Article VI is hereby added to Chapter 14 of the Code of the City of Wyoming to read as follows:

ARTICLE VI
MEDICAL MARIJUANA FACILITIES

Sec. 14-451. Findings of Fact.

The City Council hereby determines that locating medical marijuana provisioning or distribution centers or businesses selling medical marijuana or medical marijuana safety compliance centers as defined by Michigan Law may result in increased crime and be a danger to public safety, will result in the need for increased use of resources of the public safety department to provide for these facilities and based upon the nature of commercial development in the City, will result in a blighting factor which will affect adjacent residential, commercial and/or industrial areas.

Sec. 14-452. Definitions.

For purposes of this chapter the following definitions shall apply:

(1) *Medical Marijuana Provisioning Center* or "provisioning center" means a commercial entity located in this state that acquires, possesses, manufactures, delivers, transfers, or transports medical marijuana to registered qualifying patients, directly or through the patients' registered caregivers. Provisioning center includes any commercial property where medical marijuana is sold to registered qualifying patients and registered primary caregivers. The location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's medical marijuana registration process in accordance with the Michigan medical marijuana act is not a provisioning center for purposes of this act.

(2) *Michigan medical marihuana (marijuana) act* means the Michigan medical marihuana act, 2008 IL 1, MCL 333.26421 to 333.26430.

(3) *Safety compliance facility* means an entity that tests marijuana produced for medical use for contaminants.

Sec. 14-453. Prohibition of Facility. Medical marijuana provisioning centers and safety compliance facilities as defined herein are hereby prohibited in the City.

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. 21-14

JRS/sak
10/20/14

ORDINANCE NO. 22-14

AN ORDINANCE TO ADD SECTION 90-69 TO
THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-69 is hereby added to the Code of the City of Wyoming to read as follows:

Sec. 90-69. Medical marijuana facilities.

Medical marijuana provisioning centers and medical marijuana safety compliance facilities as defined in Chapter 14 of this Code or any other facility to distribute medical marijuana shall not be allowed in any zone in the City. This section shall not apply to a location used by a primary caregiver to assist a qualifying patient as allowed in the Michigan Medical Marijuana Act as amended.

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. 22-14

MEMORANDUM

TO: Curtis L. Holt
City Manager

Chief Carmody
City Clerk

FROM: Jack R. Sluiter
Wyoming City Attorney

DATE: September 29, 2014

RE: Medical Marijuana Facility

On December 12, 2013, House Bill 4271 was passed by the Michigan House. That bill is now pending in the State Senate.

The Bill as currently passed allows for medical marijuana dispensaries (called "Provisioning Centers") and Medical Marijuana Testing Facilities (called "Safety Compliance Centers"). It also allows for dispensing of non-smokeable forms of marijuana which would allow the sale of marijuana baked goods and similar products.

The Act is currently passed by the House contains a section to allow a municipality to prohibit both types of facilities but also provides that a facility in operation as of the effective date of the final Act is grandfathered and can not be prohibited.

The Michigan Supreme Court has previously ruled that medical marijuana dispensaries are not allowed in the state since they were not provided for in the medical marijuana act. The purpose of this legislation is to allow these types of facilities.

Should the Council wish to use the section of the proposed statute which allows us to prohibit these types of facilities, I have prepared two ordinances for your review:

1. The amendment to add Article VI to Chapter 14 of the Code, the Business Regulations, provides for a prohibition of both provisioning centers and safety compliance centers within the City. That ordinance can be considered by the Council as a normal ordinance requiring two readings for adoption.

2. I have also prepared an ordinance to add Section 90-69 to the Zoning Code to prohibit medical marijuana provisioning centers and medical marijuana safety compliance facilities. This ordinance, is part of the Zoning Code which would require review by the Planning Commission prior to action by the City Council.

Curtis Holt
Chief Carmody
Page 2
September 29, 2014

I am requesting discussion of these ordinances at the October 13 Council work session. Chief Carmody will be present to discuss the specific law enforcement issues related to these types of facilities.

MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Kent Vanderwood

AT-LARGE COUNCILMEMBER
Dan Burrill

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

Staff Report

Date: August 4, 2014

Subject: Ordinance - Lawns, Gardens and Water Efficient Landscaping

From: Tim Cochran, City Planner - Community Services

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: August 11, 2014

Recommendation:

It is recommended that the City Council adopt the proposed Lawns, Gardens and Water Efficient Landscaping Ordinance to replace the existing Weed Ordinance.

Sustainability Criteria:

Environmental Quality – The proposed ordinance provides minimum standards that allow property owners the ability to implement private gardens, grow food crops, install sustainable drought resistant plantings generally associated with LEED Certified developments, and provide/maintain naturalized plantings for the benefit of wildlife.

Social Equity – The ordinance provides for a broad range of landscape diversity which enhances the quality of life for all residents and businesses in the City. Personal preference and ethnic diversity can be displayed and enjoyed by applying the basic standards established through the ordinance.

Economic Strength – The provisions encourage sustainable gardening and landscaping practices. Enhanced landscaping is acceptable which leads to the overall beautification of the City. Water efficient landscaping is permitted as part of a LEED Certified or other development. This enhances the City's profile and supports companion economic developments. The ability to grow food crops provides for a greater disposable income, greater nutrition and educational opportunities for our residents.

Discussion:

The existing provisions are a weed control ordinance. They have remained essentially unchanged since 1983. The ordinance is basic, and requires there be no weeds and lawn cuttings when a height of 12 inches is reached. The City's practice (without standards) has been to allow ornamental shrubbery and garden areas when reasonably maintained. Over the last few years there has been a substantial increase in the number of people desiring to grow vegetable gardens where available on their property. This includes the front yard. Also, the City had no provisions within the ordinances to specifically allow drought tolerant landscaping as encouraged under LEED Certified developments, such as are found within Metro Health Village. As staff began looking into standards to properly regulate the potential diversity of landscapes, it became apparent that the extensive variety of plantings and arrangements possible should be encouraged so long as the respective plantings are properly placed and maintained. Under the proposed ordinance, the basic requirements are:

- Lawns and ornamental landscapes in the front yard areas. Vegetable or ornamental gardens may be placed in the rear yard. Small (16 sq. ft.) greenhouses are permitted.
- Native and adapted vegetation (drought tolerant) plantings are encouraged.
- Rank vegetation (uncultivated) and weeds are to be controlled or removed.
- Grass must still be cut when a height of 12 inches is reached.
- Undeveloped properties now must cut only the first 50 feet of the property as measured from the street.

Budget Impact:

A nominal fee would be required for a Water Efficient Landscaping Permit. It is anticipated that the fee will not cover all aspects of staff review and inspections. This would be somewhat off-set by administrative fees charged with mowing of overgrown lawns. However, the benefits of having a more beautiful, diverse, healthy and sustainable landscape within the community is highly valued.

ORDINANCE NO. 23-14

AN ORDINANCE TO ADD ARTICLE III TO
CHAPTER 82 OF THE CODE OF THE CITY OF WYOMING
ENTITLED “LAWNS, GARDENS AND WATER
EFFICIENT LANDSCAPING”

THE CITY OF WYOMING ORDAINS:

Section 1. That Article III entitled “Lawns, Gardens and Water Efficient Landscaping” is hereby added to Chapter 82 of the Code of the City of Wyoming to read as follows:

ARTICLE III

LAWNS, GARDENS AND WATER EFFICIENT LANDSCAPING

Sec. 82-61. Findings of Fact.

The purpose of this section is to establish minimum standards for lawn maintenance, private gardens and water efficient landscaping. It is recognized that a variety of landscapes within a community adds diversity and richness to the quality of life for all residents. Turf grass lawns continue to be recognized as the dominate feature in the landscape; however, alternatives to this traditional type of lawn are recognized as important parts of a diverse, successful, enriching and sustainable landscape.

Sec. 82-62. Definitions.

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

Adapted Vegetation means those trees, shrubs, wildflowers, grasses and other plants that naturally acclimate to this environment.

Maintenance Plan means a document submitted with an application for a Water Efficient Landscaping Permit demonstrating a precise course of maintenance for numerous individual plants in a landscape over months and seasons.

Native Vegetation means any trees, shrubs or plants (exclusive of noxious weeds) indigenous to this region.

Natural Habitat means a specially uncultivated and sensitive planting area whereupon native vegetation exists in a pristine state and provides home for a variety of species native to the area. Such vegetation shall maintain itself in a stable condition with minimal human intervention.

Noxious Weeds means an annual, biennial or perennial plant designated by the Michigan Commissioner of Agriculture as injurious to public health, the environment, public roads or other

property.

Private Garden means an area for the non-commercial cultivation of flowers, vegetables, ornamental plants or similar plant materials on a property by an owner or authorized occupant.

Rank Vegetation means uncultivated plants growing at a rapid rate due to unplanned, unintentional or accidental circumstances.

Turf Grass means cultivated vegetation consisting of a highly maintained surface of dense grass underlain by a thick root system.

Water Efficient Landscaping Permit means a permit issued by the City allowing an owner or occupant to cultivate native and adaptive vegetation as part of a Leadership in Energy and Environmental Design (LEED) or other environmentally sensitive planning. A Water Efficient Landscaping Permit exempts an owner or occupant from Section 82-63(3) of this Chapter.

Weeds means any unsuitable or uncultivated vegetation, often causing injury to the desired vegetation type.

Sec. 82-63. General Requirements.

(1) All lot areas not designated for buildings, pedestrians, vehicles, recreation or storage, shall be provided with turf grass or a combined ground cover of maintained gardens, hedges, trees and shrubbery. No plantings are permitted within public right-of-ways without written authorization from the Public Works Department. Plantings shall be maintained so as to not obstruct sidewalks, alleys or streets.

(2) No owner or occupant of any parcel shall allow any noxious weeds on any part or portion of said parcel.

(3) No owner or occupant of developed properties shall allow any turf grass, weeds or rank vegetation to grow to a height greater than twelve (12) inches. This section does not apply to any lands exempted by Section 82-64.

(4) Gardens shall be permitted anywhere upon private properties with the exception of vegetable gardens, which are only permitted in rear yards. Gardens shall be maintained in a cultivated state except during the winter months. Gardens that are no longer under active cultivation shall be removed and replaced per subsection (1) above. Designated garden areas shall be maintained free of weeds at all times throughout the year. Stands for the sale of garden produce or flowers are not permitted.

(5) Temporary greenhouses or hoop houses constructed with fabric or plastic walls and

roof that are a maximum 16 square feet are permitted. Temporary greenhouses or hoop houses may be located only within the rear yard of properties, may be no closer than three feet to a property line and must be maintained in good condition.

(6) On-site storage of compost and organic matter is permitted subject to the following:

(a) Shall be permitted only in a rear yard a minimum of 10 feet from a property line.

(b) May not exceed 64 square feet in area.

(c) Shall not be visible from adjoining residential properties (shielded from view by shrubbery or fencing).

(d) Shall be constructed of rigid and durable materials with a tightly fitted lid.

(e) Shall be maintained to prevent odors.

Sec. 82-64. Exemptions.

(1) **Vacant Land.** The owner of vacant and unoccupied land consisting of a contiguous tract of one (1) acre or more is exempt from this Chapter provided the front 50 feet of the tract (as measured from the street pavement edge) is maintained as required under Section 82-63(3).

(2) **Public Lands.** All City properties maintained as natural habitat for public purposes including, but not limited to, regional storm water detention basins and naturalized park areas, are exempt from this Chapter.

(3) Water Efficient Landscaping Permit.

(a) The City will consider requests for a Water Efficient Landscaping Permit. Applications shall be made to the City Planner. Within 30 days of filing the application, the City Planner shall conclude the review. Consideration of whether to grant or deny the permit request shall be based on submittal of all required information, ability to comply with the maintenance program and consideration of potential detriment to adjoining properties or the public welfare. Appeals from denials may be made to the Housing Board of Appeals. Notice shall be given to adjoining properties regarding this appeal. A Water Efficient Landscaping Permit shall grant any property owner or occupant the ability to cultivate native and adapted vegetation on his/her property and be exempted from the requirements of Section 82-63(3) of this Chapter.

(b) An application for a Water Efficient Landscaping Permit shall contain the following information:

(1) Statement of intent and purpose in cultivating the native and adaptive

vegetation.

(2) Site plan showing lot lines, buildings, driveways, parking areas and location of proposed vegetation.

(3) Common names and quantities of the plant species the property owner or occupant plans to cultivate.

(4) A maintenance program.

(5) Name, address and phone number of the professional landscaping company which has been hired to perform maintenance; or the name, address, phone number and qualifications of the person(s) who will be responsible for the maintenance.

Sec. 82-65. Revocation.

The City may regularly inspect any property holding a Water Efficient Landscaping Permit for compliance with the maintenance program on file with the City. For any property out of compliance, the City shall give notice to the holder of the permit by regular mail stating that the property must be brought into compliance within a minimum of thirty (30) days. Should the period pass without action by the holder of the permit, the City may:

(a) Revoke the Water Efficient Landscaping Permit.

(b) Remove all improperly maintained native and adaptive vegetation. In addition, the City shall assess the property for all fees associated with the inspection of the property and removal of improperly maintained native and adaptive vegetation in accordance with Section 82-66 of this Chapter.

Sec. 82-66. Violations.

If any owner fails to comply with Section 82-63, the City is hereby authorized to notify the owner of such property to cut and remove the weeds, rank or any improperly maintained native and adaptive vegetation under a Water Efficient Landscaping Permit. The notice shall be as prescribed in Section 1-26 of this Code to the owner as his name appears on the latest assessment roll or the actual occupant, if known. If the owner fails, neglects or refuses to comply with the notice, the City may, within five days after notice, cut and remove the weeds, rank, native or adaptive vegetation and charge the owner at cost plus 100 percent based upon quarterly hours, a minimum of one hour per lot, and may place the charges on the tax roll to be added to the taxes for the property for the next year and/or placing a lien against the subject property.

In lieu of the notice as required in this Section the City may publish a notice in a newspaper

of general circulation in the county during the month of March that vegetation not cut by May 1 of that year will be cut by the City, and the owner of that property charged with the cost under the provisions of this Section. The City may cut the vegetation as many times as is necessary and charge the cost to the property owner.

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. 23-14