

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 21, 2014, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Daniel Vander Klok, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of April 7, 2014, the Committee of the Whole meeting of April 14, 2014, and the Work Session of April 14, 2014
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider Approval of an Amendment to Industrial Facilities Exemption Certificate #2013-469 for Zinger Sheet Metal Co.
7:02 p.m. To Consider the Establishment of an Industrial Development District for RoMan Manufacturing, Inc.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Citizen Academy Graduates
 2. Wyoming Police Department Citizen Awards
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 1. 14-07 Acceptance of a Warranty Deed and Temporary Permit for Construction for 5817 Division Avenue SW (South Kent Frame & Alignment, Inc.)
 2. 14-08 Acceptance of a Highway Easement and Temporary Permit for Construction for 5995 Division Avenue SW (J & B Motorcycle Leasing LLC)
- 13) Budget Amendments**
- 14) Consent Agenda**

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

 - a) To Appoint Terri Rees as a Member of the WKTU Commission for the City of Wyoming
- 15) Resolutions**
 - b) To Set a Public Hearing for the Proposed 2014-2015 Budget for the City of Wyoming

(May 5, 2014 at 7:02 p.m.)

- c) To Approve an Amendment to an Industrial Facilities Exemption Certificate Issued to Zinger Sheet Metal Co.
- d) To Establish Industrial Development District 296 for RoMan Manufacturing, Inc., in the City of Wyoming
- e) To Approve an Amendment to Section 9.1 of the Charter of the City of Wyoming to Renew the Public Safety Millage for the City of Wyoming

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

- f) To Authorize a Service from AssetWorks for a Software Update
- g) To Authorize the Mayor and City Clerk to Execute an Agreement with Fishbeck, Thompson, Carr & Huber, Inc., for the Bayberry Farms Flood Mitigation Design (Budget Amendment No. 47)
- h) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Replacement of Concrete Approaches on the Conrail Railroad Bridges for Eastbound and Westbound I-196 in the City of Wyoming (Budget Amendment No. 46)
- i) To Authorize the Mayor and City Clerk to Execute an Agreement with the City of Kentwood for the Reconstruction of 44th Street from Hansen Avenue to Division Avenue
- j) To Authorize Payment for the Purchase of Cisco Equipment, Panasonic Toughbooks, Havis Docks, Chargeguard Auto Shut-off Timers and GX440 Airlink Devices
- k) To Authorize the Mayor and City Clerk to Accept a Two Year Maintenance Agreement with L-3 Communications Mobile-Vision, Inc. for an In-Car Video Recording System, a Mobile-Vision Back Office Solution and Mobile-Vision Access Points
- l) To Authorize the Purchase of Laboratory Supplies from Hach Company
- m) To Authorize the Purchase and Installation of a Turbo Pump for the Gas Chromatograph/Mass Spectrometer (GC/MS)
- n) To Authorize the Purchase and Installation of a Replacement Curtain for an Insulated Overhead Door at the Clean Water Plant Vector Dump Station
- o) To Extend the Bid for Disposable Paper Products
- p) For Award of Bids
 - 1. Brass Water Service and Meter Installation Materials
 - 2. Parks and Recreation Brochure Printing Services

17) Ordinances

- 7-14 To Amend Sections 14-179 and 14-182 of the Code of the City of Wyoming (Liquor Licenses) (FIRST READING)
- 8-14 To Amend Section 2-252 of the Code of the City of Wyoming (Bid Notices) (FIRST READING)
- 9-14 To Add Sections 86-362, 86-363 and 86-364 and to Amend Sections 86-352 and 86-463 of the Code of the City of Wyoming (Stormwater) (FIRST READING)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment



City Manager
Telephone (616) 530-7241
1155 28th Street SW, Wyoming, Michigan 49509



www.wyomingmi.gov

April 21, 2014

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

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 14-07

Subject: Acceptance of a Warranty Deed and Temporary Permit for Construction for 5817 – Division Avenue, SW (South Kent Frame & Alignment, Inc.)

Councilmembers:

South Kent Frame & Alignment, Inc., owner of 5817 Division Avenue, SW, has submitted the following described Warranty Deed and Temporary Permit. The Warranty Deed conveys permanent right-of-way to the City of Wyoming for the additional street width required to widen Division Avenue to five lanes. The Temporary Permit will allow additional access for construction and grading purposes. The Warranty Deed and Temporary Permit areas are shown on the attached Estimate of Just Compensation drawing. Both acquisitions are for the reconstruction and widening of Division Avenue from 54th Street to 60th Street in 2015.

| | |
|-------------------|--|
| Grantor: | South Kent Frame & Alignment, Inc. |
| Parent Parcel: | 41-17-36-476-037 |
| Right-of-way Size | 1,106 sf – Land Acquisition – Warranty Deed 651 sf - Temporary Permit |
| Consideration: | \$1,904.00 |

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

Respectfully submitted,

Curtis L. Holt
City Manager

Attachments: Warranty Deed
Temporary Permit
Estimate of Just Compensation

WARRANTY DEED

The Grantor, South Kent Frame & Alinement, Inc., a Michigan corporation, whose address is 5817 Division Avenue, SW, Grand Rapids, MI 49548

DOES HEREBY CONVEY AND WARRANT TO

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

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

for the full consideration of One Thousand Eight Hundred Dollars and No Cents (\$1,800.00)

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

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

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

DATED: April 2, 2014

Approved as a form:

Jade Shubert
Attorney for the City of Wyoming

GRANTOR:

South Kent Frame & Alinement, Inc.,
a Michigan corporation

Paul A. Vander Heide
By: Paul A. Vander Heide
Its: President

STATE OF MICHIGAN)
)SS
COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 2nd day of April, 2014, by Paul A. Vander Heide, President of South Kent Frame & Alinement, Inc., a Michigan corporation.

CLARENCE J COLE JR
Notary Public, State of Michigan
County of Ottawa
My Commission Expires: May 20, 2019
Acting in the County of Kent

Clarence J. Cole Jr., Notary Public
County, Michigan
Acting in Kent County, Michigan
My Commission Expires: May 20, 2019

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

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

mbo

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

LEGEND

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

SCALE: 1"=80'

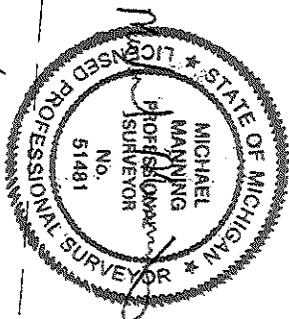


EXHIBIT A

PROPERTY LEGAL DESCRIPTION (41-17-36-476-037):

THAT PART OF THE SOUTHEAST 1/4, SECTION 36, T8N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 00 DEGREES 00 MINUTES WEST 1291.40 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 87 DEGREES 48 MINUTES WEST 270.00 FEET ALONG THE SOUTH LINE OF THE NORTH 1356.50 FEET OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 1/4 TO THE PLACE OF BEGINNING OF SAID SECTION 36; THENCE NORTH 87 DEGREES 48 MINUTES WEST 250.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST 201.00 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES WEST 250.00 FEET TO THE PLACE OF BEGINNING. SUBJECT TO AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 00 DEGREES 00 MINUTES WEST 1090.40 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 87 DEGREES 48 MINUTES 35 SECONDS WEST 268.00 FEET TO THE PLACE OF BEGINNING OF THE CENTERLINE OF A 25.00 FOOT WIDE STRIP OF LAND; THENCE NORTH 01 DEGREES 26 MINUTES EAST 215.87 FEET; THENCE NORTHEASTERLY 127.09 FEET ON AND 85.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 44 DEGREES 16 MINUTES EAST 115.58 FEET; THENCE NORTH 87 DEGREES 08 MINUTES EAST 148.92 FEET TO A POINT ON THE WEST LINE OF DIVISION AVENUE AND THE PLACE OF ENDING OF THE CENTERLINE OF SAID 25.00 FOOT STRIP OF LAND.

AND PART OF THE SOUTHEAST 1/4, SECTION 36, T8N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 00 DEGREES 00 MINUTES WEST 1291.40 FEET ALONG THE EAST LINE OF SAID SECTION 36; THENCE NORTH 87 DEGREES 48 MINUTES WEST 270.00 FEET ALONG THE SOUTH LINE OF THE NORTH 1356.50 FEET OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 87 DEGREES 48 MINUTES WEST 35 SECONDS WEST 33.02 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST 65.05 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES WEST 35 SECONDS WEST 33.02 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES WEST 65.05 FEET ALONG THE R.O.W. LINE OF DIVISION AVENUE TO THE PLACE OF BEGINNING.

SITE AGREEMENT
 LIBER 6862, PAGE 001

20' WIDE EASEMENT
 LIBER 6862, PG 001

TEMPORARY PERMIT AREA
 WARRANTY DEED AREA
 1106 SQUARE FEET

SOUTH KENT FRAME
 41-17-36-476-037

25' WIDE NON-EXCLUSIVE
 EASEMENT FOR ING. AND EGR.
 LIBER 6635, PAGE 804,
 LIBER 3578, PAGE 207

16.5' WIDE MICHIGAN BELL
 TELEPHONE EASEMENT
 LIBER 3420, PAGE 1163

WARRANTY DEED LEGAL DESCRIPTION

THE EAST 17 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

PART OF THE SOUTHEAST 1/4, SECTION 36, T8N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 00 DEGREES 00 MINUTES WEST 1291.40 FEET ALONG THE EAST LINE OF SAID SECTION 36; THENCE NORTH 87 DEGREES 48 MINUTES WEST 33.02 FEET ALONG THE SOUTH LINE OF THE NORTH 1356.50 FEET OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 87 DEGREES 48 MINUTES WEST 35 SECONDS WEST 33.02 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST 65.05 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES WEST 35 SECONDS WEST 33.02 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES WEST 65.05 FEET ALONG THE R.O.W. LINE OF DIVISION AVENUE TO THE PLACE OF BEGINNING.

DIVISION AVE.

E. LINE SEC. 36

DATE: 1-09-14

PROJECT NUMBER: 13028-SOKE

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSMANATION
 TITLE COMMITMENT-96281WMS (DATED 10-12-12)

SE COR. SEC.
 36 T8N, R12W

**CITY OF WYOMING
TEMPORARY PERMIT
Parcel No. 41-17-36-476-037**

The Grantor, **South Kent Frame & Alinement**, a Michigan corporation, whose address is 5817 Division Avenue, SW, Grand Rapids, Michigan 49548

DOES HEREBY GRANT AND CONVEY TO:

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

See Exhibit A attached hereto for the Temporary Permit Area, Temporary Permit Legal Description, and Property Legal Description (Parcel No. 41-17-36-476-037)

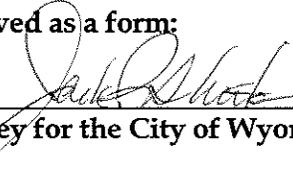
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of One Hundred Four Dollars and No Cents (\$104.00).

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

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

DATED: April 2, 2014

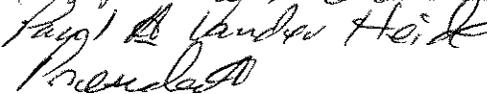
Approved as a form:



Attorney for the City of Wyoming

GRANTOR:

South Kent Frame & Alinement,
a Michigan corporation

By: 
Its: 
President

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

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



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

- LEGEND**
- IRON STAKE (SET)
 - IRON STAKE (FOUND)
 - FENCE
 - ▨ WARRANTY DEED AREA
 - ▩ TEMPORARY PERMIT AREA

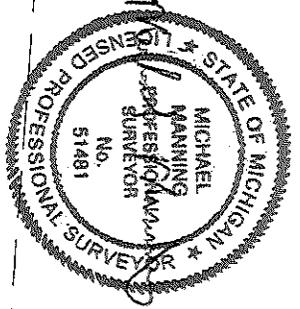
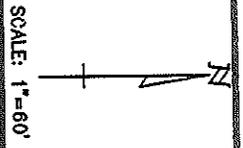


EXHIBIT A

PROPERTY LEGAL DESCRIPTION (41-17-36-476-037):

THAT PART OF THE SOUTHEAST 1/4, SECTION 36, T8N, R12W, QTY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 60 DEGREES 00 MINUTES WEST 1291.40 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 87 DEGREES 48 MINUTES WEST 270.00 FEET ALONG THE SOUTH LINE OF THE NORTH 1356.50 FEET OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 00 MINUTES WEST 201.00 FEET; THENCE NORTH 87 DEGREES 48 MINUTES EAST 250.00 FEET; THENCE SOUTH 87 DEGREES 00 MINUTES EAST 201.00 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES EAST 250.00 FEET TO THE PLACE OF BEGINNING. SUBJECT TO AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

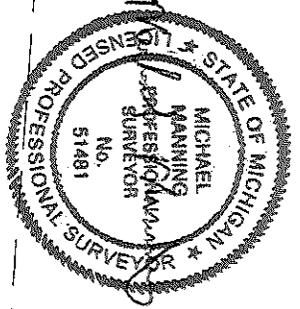
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AND PART OF THE SOUTHEAST 1/4, SECTION 36, T8N, R12W, QTY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 60 DEGREES 00 MINUTES WEST 1291.40 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE NORTH 87 DEGREES 48 MINUTES WEST 33.02 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTH 87 DEGREES 48 MINUTES WEST 33.02 FEET ALONG THE SOUTH LINE OF THE NORTH 1356.50 FEET OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 87 DEGREES 48 MINUTES 35 SECONDS WEST 301.98 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST 301.98 FEET; THENCE SOUTH 87 DEGREES 00 MINUTES WEST 65.05 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES WEST 65.05 FEET ALONG THE R.O.W. LINE OF DIVISION AVENUE TO THE PLACE OF BEGINNING.

SITE AGREEMENT
LIBER 5862, PAGE 001

20' WIDE EASEMENT
LIBER 5862, PG 001

SOUTH KENT FRAME
41-17-36-476-037



TEMPORARY PERMIT AREA
651 SQUARE FEET
WARRANTY DEED AREA

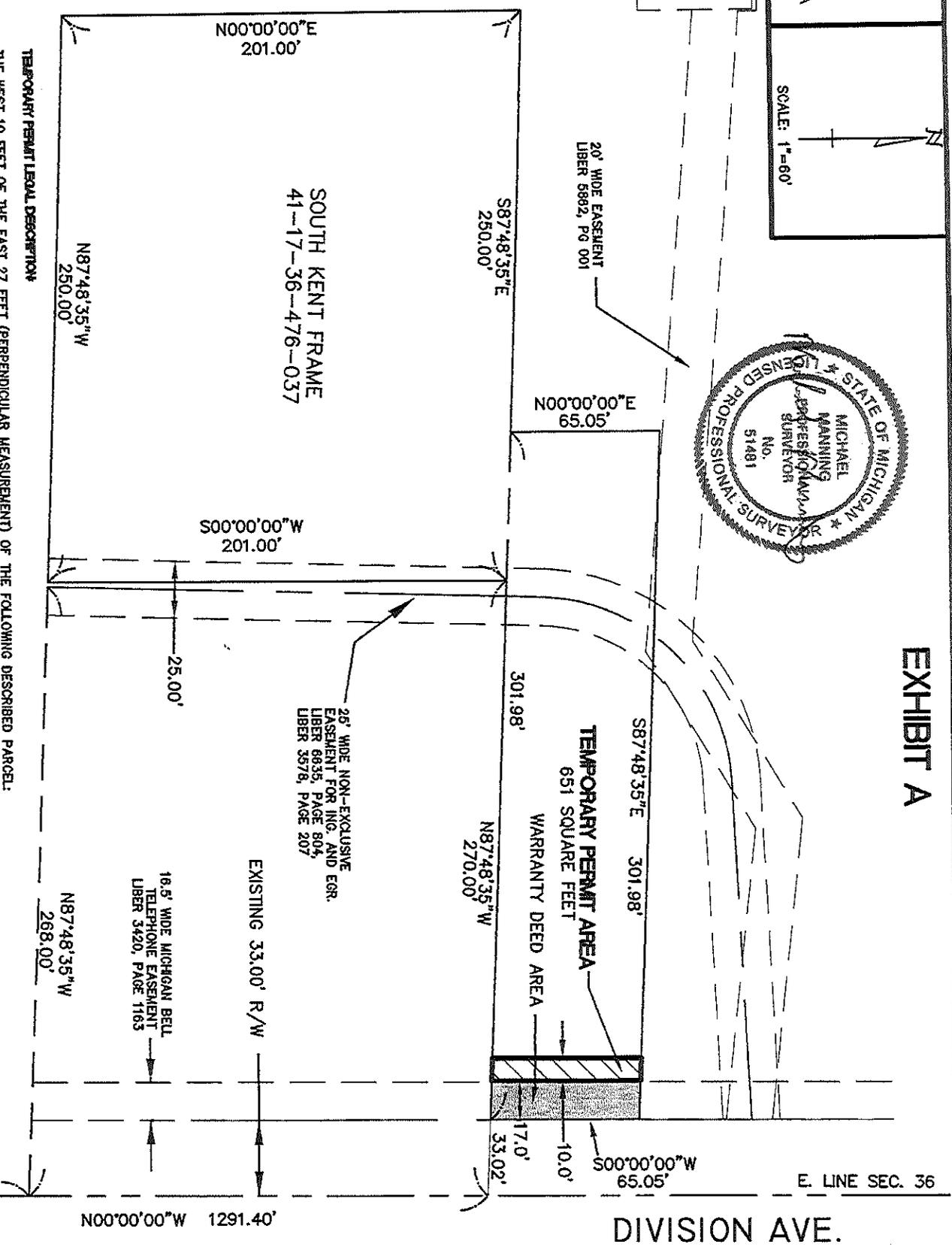
26' WIDE NON-EXCLUSIVE
EASEMENT FOR ING. AND EGR.
LIBER 6835, PAGE 804,
LIBER 3578, PAGE 207

16.5' WIDE MICHIGAN BELL
TELEPHONE EASEMENT
LIBER 3420, PAGE 1163

TEMPORARY PERMIT LEGAL DESCRIPTION
THE WEST 10 FEET OF THE EAST 27 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

PART OF THE SOUTHEAST 1/4, SECTION 36, T8N, R12W, QTY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 60 DEGREES 00 MINUTES WEST 1291.40 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE NORTH 87 DEGREES 48 MINUTES WEST 33.02 FEET ALONG THE SOUTH LINE OF THE NORTH 1356.50 FEET OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 87 DEGREES 48 MINUTES WEST 301.98 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST 301.98 FEET; THENCE SOUTH 87 DEGREES 00 MINUTES WEST 65.05 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES WEST 65.05 FEET ALONG THE R.O.W. LINE OF DIVISION AVENUE TO THE PLACE OF BEGINNING.

SE COR SEC.
36 T8N, R12W



DATE: 1-09-14
PROJECT NUMBER: 13028-SOKE
NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSMANATION
TITLE COMMITMENT-96281WMS (DATED 10-12-12)

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

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

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

SITE DATA: Permanent Parcel No.: 41-17-36-476-037

Parcel: South Kent Frame & Alinement, Inc. Land Use: Commercial Size: 1.60 Ac (total)

Address: 5817 Division Avenue SW Zoning: 201

| | |
|--|---|
| <p>ACQUISITION DESCRIPTION:</p> <p>Square foot values based on Appraisal by Maturen & Associates, Inc. Review Appraisal by R.S. Thomas & Associates, Inc.</p> <p>Summary of Costs:</p> <p><u>Warranty Deed:</u> A generally rectangular parcel of land adjacent to the Division Avenue Right-of-Way as shown on sketch.</p> <p style="padding-left: 20px;">Area: 1106 s.f. (Additional 17')</p> <p><u>Temporary Permit:</u> A generally rectangular parcel of land adjacent to the above referenced Warranty Deed Area.</p> <p style="padding-left: 20px;">Area: 651 s.f.</p> | <p>SKETCH:</p> <div style="text-align: right;">North ↑</div> |
|--|---|

| COMPUTATION OF VALUE: | | | |
|---|--|--|------------|
| RELOCATION OF SIGN – By City of Wyoming at Project Expense | | | NA |
| TEMPORARY PERMIT | | | |
| 651 s.f. (Area) X \$0.16 /s.f | | | \$104.00 |
| LAND ACQUISITION, WARRANTY DEED | | | |
| 1106 s.f. (Area) X \$1.60 / s.f. = \$1,769 (Appraiser rounded to \$1,800) | | | \$1,800.00 |

REMARKS:

Signed: 
Land Matters, Ilc
Deborah S. Poeder

For information call 616.791.9805

\$1,904.00

Agreed to by: 
South Kent Frame & Alinement, Inc.
By: Paul A. Vander Hoide
Its: President of South Kent Alinement Inc.



City Manager
 Telephone (616) 530-7241
 1155 28th Street SW, Wyoming, Michigan 49509



www.wyomingmi.gov

MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
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3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

April 21, 2014

Wyoming City Council
 Wyoming, Michigan

City Manager's Report No. 14-08

Subject: Acceptance of a Highway Easement and Temporary Permit for Construction for 5995 – Division Avenue, SW (J & B Motorcycle Leasing LLC)

Councilmembers:

J & B Motorcycle Leasing, LLC, owner of 5995 Division Avenue, SW, has submitted the following described Highway Easement and Temporary Permit. The Highway Easement conveys permanent right-of-way to the City of Wyoming for the additional street width required to widen Division Avenue to five lanes. The Temporary Permit will allow additional access for construction and grading purposes. The Highway Easement and Temporary Permit areas are shown on the attached Estimate of Just Compensation drawing. Both acquisitions are for the reconstruction and widening of Division Avenue from 54th Street to 60th Street in 2015.

| | |
|--------------------------|--|
| Grantor: | J & B Motorcycle Leasing, LLC |
| Parent Parcel: | 41-17-36-476-045 |
| Right-of-way Size | 2,822 sf – Highway Easement 2,110 sf - Temporary Permit |
| Consideration: | \$37,338.00 |

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

Respectfully submitted,

Curtis L. Holt
 City Manager

Attachments: Highway Easement
 Temporary Permit
 Estimate of Just Compensation

**CITY OF WYOMING
EASEMENT
Parcel No. 41-17-36-476-045**

The Grantor, **J & B Motorcycle Leasing, L.L.C.**, a Michigan limited liability company (f/k/a BMW Leasing of GR, L.L.C.), whose address is 5995 Division Avenue, SW, Grand Rapids, MI 49548

DOES 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 Highway, Public and Private Utility, Sidewalk, and Vegetation Management purposes in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Easement Area, Easement Legal Description, and Property Legal Description (Parcel No. 41-17-36-476-045)

For the full consideration of Thirty Three Thousand One Hundred Dollars and No Cents (\$33,100.00).

The Easement and the rights relating to it that are granted herein are for the City, and for any individual, company or entity (including contractors and subcontractors) authorized by the City to use the Easement. Each reference to the City herein includes by definition "each additional representative".

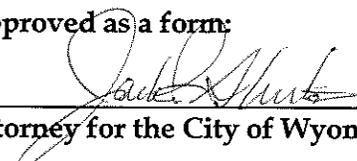
The City shall have the right to use the Grantors' property outside the Easement Area but immediately adjoining the Easement Area to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement Area to as good or better condition than 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.

Grantor shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

DATED: April 1, 2014

Approved as a form:



Attorney for the City of Wyoming

GRANTOR:

J & B Motorcycle Leasing, L.L.C., a Michigan limited liability company (f/k/a BMW Leasing of GR, L.L.C.)

Blane M. Kamp
By: Blane M. Kamp
Its: Managing Member

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 1st day of April 2014, by Blane M. Kamp Managing Member of J & B Motorcycle Leasing, L.L.C., a Michigan limited liability company (f/k/a BMW Leasing of GR, L.L.C.).

CLARENCE J COLE JR
Notary Public, State of Michigan
County of Ottawa
My Commission Expires: May 20, 2019
Acting in the County of Kent

Clarence J. Cole Jr
Clarence J. Cole Jr Notary Public
State of Michigan, County of Ottawa
My Commission Expires: May 20, 2019
Acting in the County of Kent

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

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

EXHIBIT A

PROPERTY LEGAL DESCRIPTION (41-17-36-476-045):

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE N87°55'51"W 311.33 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE N00°32'01"W 179.0 FEET; THENCE S87°55'51"E 311.33 FEET; THENCE S00°32'01"E 179.0 FEET ALONG THE EAST LINE OF SAID SECTION TO THE PLACE OF BEGINNING.

AND

ALL THAT PART OF THE SOUTHEAST 1/4 OF 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 NORTH 87 DEGREES 55 MINUTES 51 SECONDS WEST 311.33 FEET, 87 DEGREES 55 MINUTES 51 SECONDS WEST 311.33 FEET, ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 32 MINUTES WEST 179.00 FEET, PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 87 DEGREES 55 MINUTES 51 SECONDS EAST 311.33 FEET TO THE EASTERLY LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 32 MINUTES 01 SECONDS WEST 20.02 FEET, ALONG SAID EASTERLY LINE; THENCE NORTH 87 DEGREES 55 MINUTES 51 SECONDS WEST 311.33 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 01 SECONDS EAST 20.02 FEET TO THE PLACE OF BEGINNING.

DATE: 3-5-14
PROJECT NUMBER: 13028-JBM

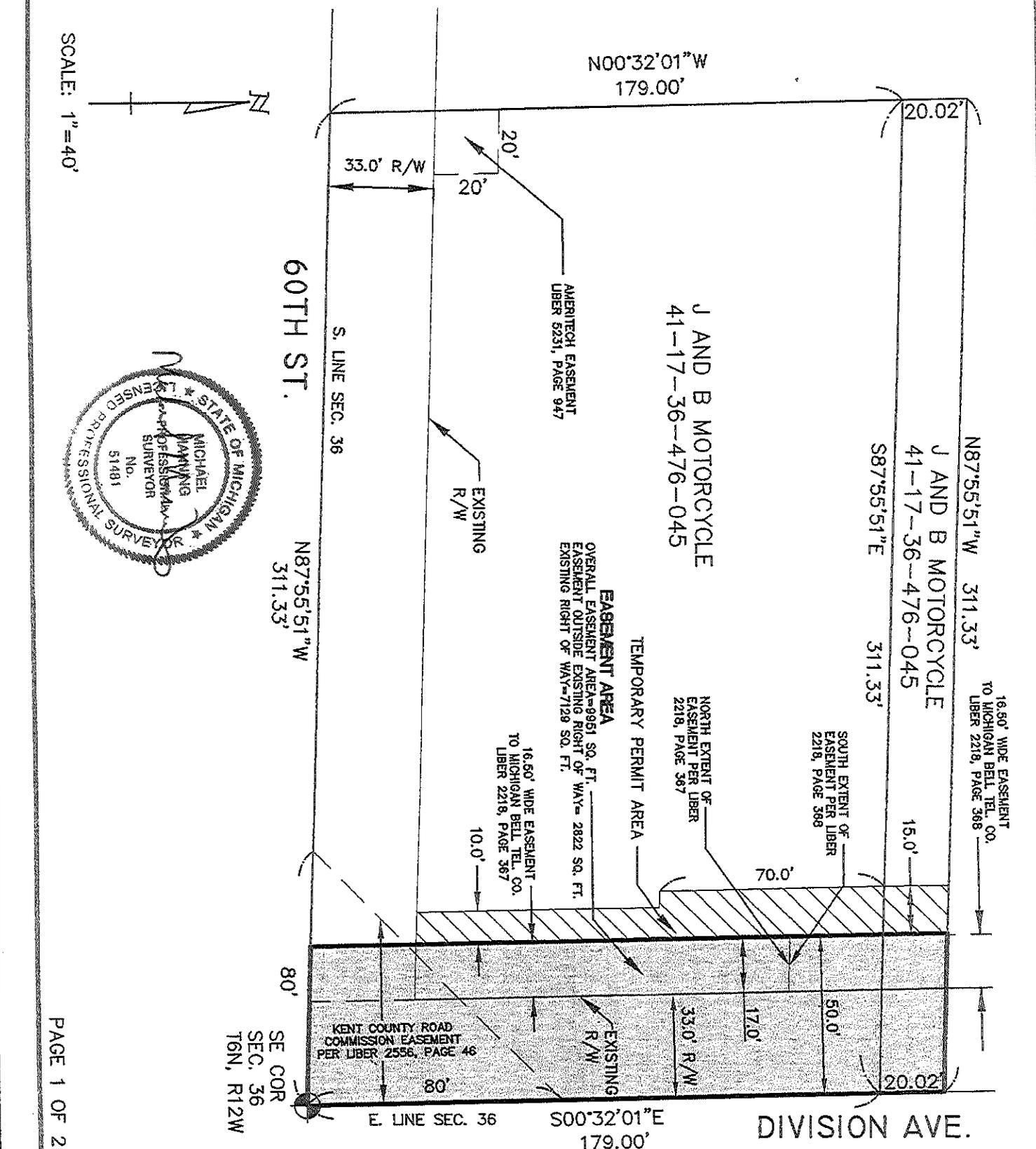
NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSACTION TITLE COMMITMENT-96286WMS REV. NO. 1 (DATED 12-05-12)

LEGEND

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- ▨ EASEMENT AREA
- ▨ TEMPORARY PERMIT AREA



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



SCALE: 1"=40'

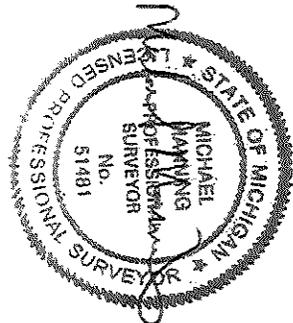
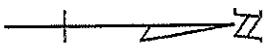


EXHIBIT A

EASEMENT LEGAL DESCRIPTION:

THE EAST 50 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE N87°55'51"W 311.33 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE N00°32'01"W 179.0 FEET; THENCE S87°55'51"E 311.33 FEET; THENCE S00°32'01"E 179.0 FEET ALONG THE EAST LINE OF SAID SECTION TO THE PLACE OF BEGINNING.

AND

THE EAST 50 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

ALL THAT PART OF THE SOUTHEAST 1/4 OF 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 NORTH 87 DEGREES 55 MINUTES 51 SECONDS WEST 311.33 FEET, ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 32 MINUTES 01 SECONDS WEST 179.00 FEET, PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 87 DEGREES 55 MINUTES 51 SECONDS EAST 311.33 FEET TO THE EASTERLY LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 32 MINUTES 01 SECONDS WEST 20.02 FEET, ALONG SAID EASTERLY LINE; THENCE NORTH 87 DEGREES 55 MINUTES 51 SECONDS WEST 311.33 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 01 SECONDS EAST 20.02 FEET TO THE PLACE OF BEGINNING.

DATE: 3-5-14

PROJECT NUMBER: 13028-JBM

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSNATION TITLE COMMITMENT-96286WMS REV. NO. 1 (DATED 12-05-12)

LEGEND

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- +— FENCE
- ▨ EASEMENT AREA
- ▧ TEMPORARY PERMIT AREA

mbn

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



**CITY OF WYOMING
TEMPORARY PERMIT
Parcel No. 41-17-36-476-045**

The Grantor, **J & B Motorcycle Leasing, L.L.C.**, a Michigan limited liability company (f/k/a BMW Leasing of GR, L.L.C.), whose address is 5995 Division Avenue, SW, Grand Rapids, MI 49548

DOES HEREBY GRANT AND CONVEY TO:

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

See Exhibit A attached hereto for the Temporary Permit Area, Temporary Permit Legal Description, and Property Legal Description (Parcel No. 41-17-36-476-045)

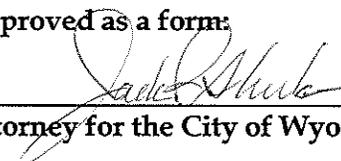
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of Three Hundred Thirty Eight Dollars and No Cents (\$338.00).

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

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

DATED: 4-1-2014

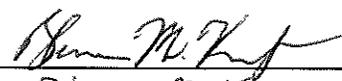
Approved as a form:



Attorney for the City of Wyoming

GRANTOR:

J & B Motorcycle Leasing, L.L.C., a Michigan limited liability company (f/k/a BMW Leasing of GR, L.L.C.)



By: Blane M. Kamp
Its: Managing Member

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.
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DATE: 3-5-14
PROJECT NUMBER: 13028-JBM

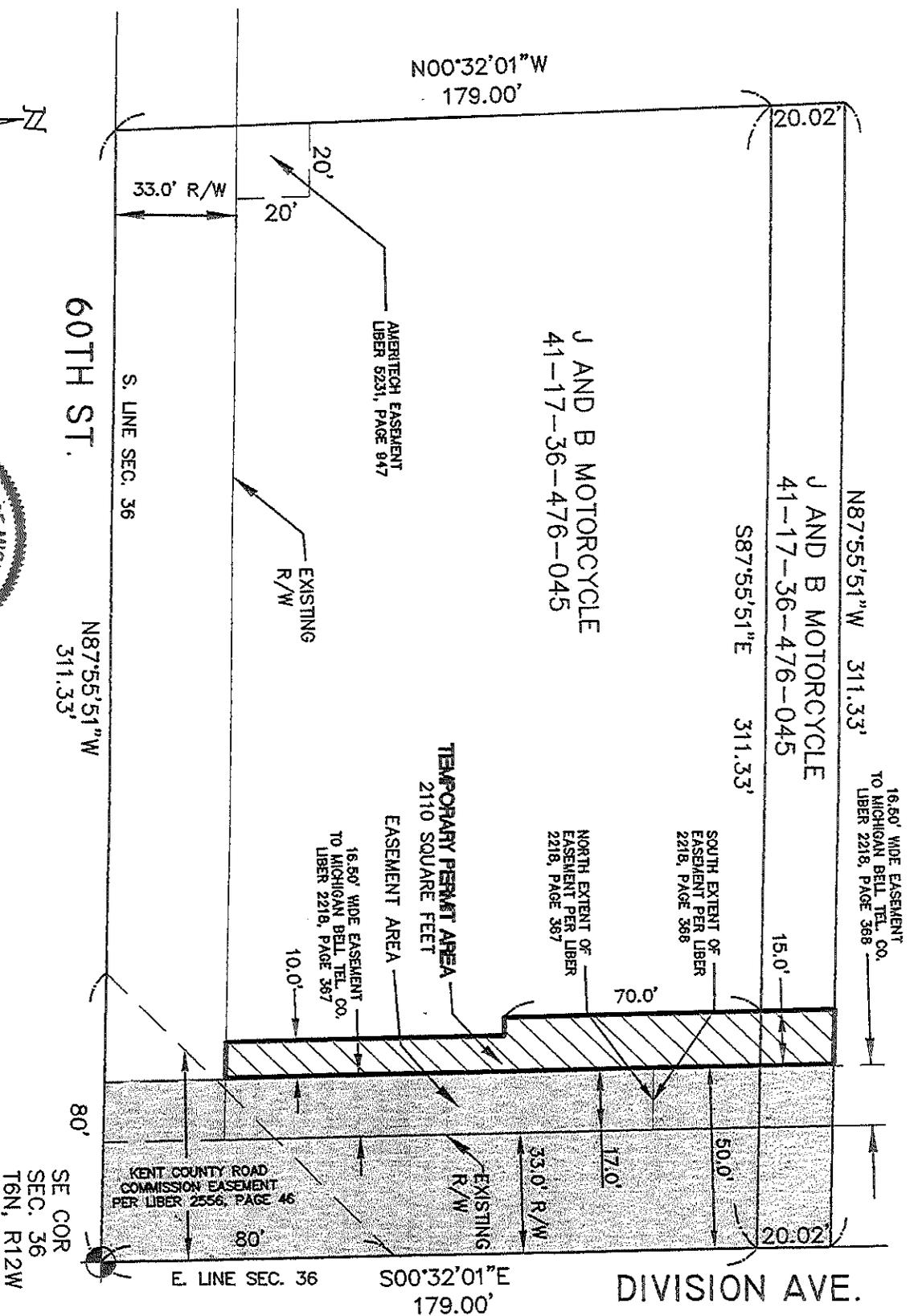
NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSMANATION TITLE COMMITMENT-96286WMS REV. NO. 1 (DATED 12-05-12)

LEGEND

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- ▨ EASEMENT AREA
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mbn

meyers, bueche & nies, inc.
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616-457-5030
fax 616-457-8244



SCALE: 1"=40'



RESOLUTION NO. _____

RESOLUTION TO APPOINT TERRI REES AS A MEMBER OF
THE WKTV COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Terri Rees has submitted an application requesting appointment to the WKTV Commission for the City of Wyoming.
2. A vacancy exists in a regular term ending June 30, 2015 on the WKTV Commission.
3. City Council wishes to appoint Terri Rees as a member to the WKTV Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Terri Rees as a member of the WKTV Commission for the regular term ending June 30, 2015.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2014.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE
PROPOSED 2014-2015 BUDGET FOR THE CITY OF WYOMING

WHEREAS:

1. State law and the City Charter require that a public hearing be held concerning the proposed 2014-2015 budget for the City of Wyoming.
2. Said budget has been presented to the City Council.
3. It is deemed advisable to establish a date for a public hearing on the budget.
4. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize a public hearing on the proposed annual budget for the City of Wyoming to be held May 5, 2014 at 7:02 PM in the Wyoming City Hall Council Chambers, 1155 – 28th Street SW, Wyoming, Michigan
2. Notice of this hearing shall be published in a newspaper of the general circulation in the City and posted in City Hall in the form as attached.

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 April 21, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:

Notice of Public Hearing on the proposed budget for 2014 – 2015

Resolution No. _____

CITY OF WYOMING
Notice of Public Hearing
on the proposed budget for 2014 - 2015

Pursuant to Section 8.3 of the Charter of the City of Wyoming, notice is hereby given that a public hearing on the following proposed budget will be held at the Wyoming City Council Chambers, 1155 28th Street SW, on May 5, 2014, at 7:02 pm.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

July 1, 2014 - June 30, 2015

| | <u>Expenditures</u> |
|-----------------------------------|------------------------------|
| General Fund * | \$ 32,167,610 |
| Major Streets | 6,769,190 |
| Local Streets | 1,340,360 |
| Parks and Recreation | 3,536,680 |
| Sidewalk Snow Removal | 292,920 |
| Solid Waste Disposal | 609,140 |
| Building Inspections | 1,398,280 |
| Community Development Block Grant | 558,850 |
| Library | 386,070 |
| Debt Service Funds | 5,253,090 |
| Capital Improvement Fund | 5,042,880 |
| Sewer | 17,574,170 |
| Water | 23,905,880 |
| Motor Pool | <u>5,778,390</u> |
| | |
| GRAND TOTAL ALL BUDGETS | <u>\$ 104,613,510</u> |

** Includes all police and fire expenditures*

A summary of the proposed budget is on file in the office of the City Clerk and is available for public inspection during regular office hours.

Heidi A. Isakson
Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN AMENDMENT TO AN INDUSTRIAL FACILITIES
EXEMPTION CERTIFICATE ISSUED TO ZINGER SHEET METAL CO.

WHEREAS:

1. In accordance with Public Act 198 of 1974, as amended, Industrial Facilities Exemption Certificate No. 2013-469 was issued to Zinger Sheet Metal Co., to facilitate the purchase of new equipment at its building at 4055 Stafford SW, Wyoming, MI 49548.
2. Certificate No. 2013-469 was issued in the amount of \$75,000 and took effect December 31, 2013.
3. Zinger Sheet Metal purchased additional equipment in the course of this project, exceeding the amount approved under Certificate No. 2013-469.
4. Zinger Sheet Metal now requests that the City Council review and approve the increased final project costs so that an amended Industrial Facilities Exemption Certificate may be issued by the Department of Treasury State Tax Commission.
5. Prior to acting on the request, the City Council held a public hearing on April 21, 2014 at 7:01 p.m. at Wyoming City Hall, 1155 28th Street SW, Wyoming, Michigan, 49509, at which hearing the applicant, the City Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to comment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the increased final project costs submitted by Zinger Sheet Metal Co., totaling \$117,450, such costs exceeding the amount provided for under Industrial Facilities Exemption Certificate No. 2013-469.
2. The City Clerk is authorized and directed to file a copy of this Resolution, along with Zinger Sheet Metal's amended application and revised project cost and improvement list, with the Department of Treasury State Tax Commission
3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, hereby rescinded.

Moved by Councilmember:

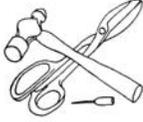
Seconded by Councilmember:

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 April 21, 2014.

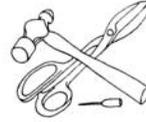
Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____



Zinger Sheet Metal, Inc.

4055 STAFFORD, S.W. • GRAND RAPIDS, MICHIGAN 49548
PHONE (616) 532-3121
FAX (616) 532-4990



November 6, 2013

City of Wyoming
Attn: Kelli VandenBerg
1155 - 28th Street SW
Wyoming, MI 49509

Dear Ms. VandenBerg:

In October Zinger Sheet Metal submitted an application for a tax abatement on a new stitchwelder. This application was approved by the City of Wyoming on October 21, 2013.

While this application was being processed, we also purchased a new plasma table. The cost of the table was \$40,000 with an additional \$2000 for freight and set-up costs. I contacted you about the possibility of adding this machine to our stitchwelder application. You informed me that the process was too far along, and that our best option was to do an amendment after receiving our abatement from the State of Michigan.

This letter serves as our intent to amend the tax abatement as soon as it is possible. If you need further information from me, please do not hesitate to ask. Otherwise, I will plan on contacting you as soon as our approval arrives from the State of Michigan.

Sincerely,

Denise DeVries
Zinger Sheet Metal
Bookkeeper

March 26, 2014

**INDUSTRIAL FACILITY EXEMPTION
MACHINE & EQUIPMENT LIST**

**ZINGER SHEET METAL CO., INC.
4055 STAFFORD AVE. SW
GRAND RAPIDS, MI 49548**

Beginning Date of Installation: October 7, 2013

Completion Date of Installation: October 31, 2013

| <u>EQUIPMENT</u> | <u>INSTALLATION DATE</u> | <u>COSTS</u> |
|-------------------------------|---------------------------------|-------------------------|
| Helix Stitchwelder Pro | October 7-14, 2013 | \$73,000 |
| New Multicam CNC Plasma Table | October 14-31, 2013 | \$41,450 |
| Installation | | \$ 3,000 |
| TOTAL COSTS: | | <u>\$117,450</u> |

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH INDUSTRIAL DEVELOPMENT DISTRICT 296
FOR ROMAN MANUFACTURING, INC., 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. RoMan Manufacturing, Inc., has requested that the City establish an Industrial Development District for its property located at 861 and 901 47th Street SW and 886, 898 and 920 Barnum Street SW, Wyoming, Michigan, 49509, 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 April 21, 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 Two Hundred Ninety-Six (296) 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 861 and 901 47th Street SW and 886, 898 and 920 Barnum Street SW, Wyoming, Michigan, 49509, and legally described on the attachment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Exhibit A - Legal Description

Resolution No. _____

EXHIBIT A

Legal Description

Address: 886 Barnum Street SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-26-230-003

Legal Description:

LOT 38. JELSMA PLAT #1.

Address: 898 Barnum Street SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-26-230-002

Legal Description:

LOT 37. JELSMA PLAT #1.

Address: 920 Barnum Street SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-26-276-003

Legal Description:

PART NE 1/4 COM 1420 FT S ALONG E SEC LINE & 878.4 FT W PAR WITH N SEC LINE FROM NE COR OF SEC TH WLY PAR WITH N SEC LINE 5.72 FT TH N PAR WITH E SEC LINE 146.86 FT TO SW COR OF LOT 35 OF JELSEMA PLAT NO 1 TH E TO SE COR SD LOT TH N TO NE COR SD LOT TH E 60.04 FT TO NW COR OF LOT 36 SD PLAT TH S TO SW COR OF LOT 36 TH E TO SE COR OF LOT 38 SD PLAT TH S PAR WITH E SEC LINE 210 FT TH W PAR WITH N SEC LINE 367.32 FT TH N 63.14 FT TO BEG SEC 26 T6N R12W 1.93 ACRES

Address: 861 47th Street SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-26-276-010

Legal Description:

LOT 9. WYOMING INDUSTRIAL SQUARE.

Address: 901 47th Street SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-26-276-009

Legal Description:

LOT 8. WYOMING INDUSTRIAL SQUARE.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN AMENDMENT TO
SECTION 9.1 OF THE CHARTER OF THE CITY OF WYOMING
TO RENEW THE PUBLIC SAFETY MILLAGE FOR THE CITY OF WYOMING

WHEREAS, Section 9.1 of the Charter of the City of Wyoming provides as follows:

Sec. 9.1. Power to tax: tax limit.

The City shall have the power to assess taxes and levy and collect rents, tolls and excises. Exclusive of any levies authorized by statute to be made beyond charter tax rate limitation, the annual ad valorem tax levy shall not exceed one-half percent of the valuation of all real and personal property subject to taxation in the City, except that an additional two-tenths of one percent, 2 mills on the dollar, may be levied for sewer, water and street improvements, but this latter shall in no way be construed as limitation on the issuance of bonds for water or sewer purposes. An additional thirty-nine thousandths (39/1000) of one percent, 0.39 mills on the dollar, or less, may be levied annually for the operation, maintenance and any other expenses for the public library in Wyoming.

(a) *Sidewalk snowplowing and maintenance levy.* The city shall have the power to levy an additional 2/100 of one percent, 0.2 mills on the dollar for the purpose of snowplowing sidewalks and to repair and construct sidewalks within the city.

(b) *Public transportation levy.* An additional twenty-five thousandths (25/1000) of one percent (1%), a 0.25 mills on the dollar, or less, may be levied annually for use for public transportation. (This subsection shall expire on June 30, 2000).

(c) *Parks, recreation and senior citizens centers levy.* An additional fifteen-hundredths of one percent, 1.5 mills on the dollar, or less, may be levied annually for use for the operation, maintenance and any other expenses for parks, recreation and senior citizens centers.

(d) *Fire department levy.* An additional seventy-five-thousandths of one percent, 0.75 mills on the dollar, may be levied annually for the operation, maintenance and other expenses of the Fire Department.

(e) *Police department levy.* An additional one hundred-twenty-five-thousandths of one percent, 1.25 mills on the dollar, may be levied annually for the operation, maintenance and other expenses of the Police Department.

(f) *Public Safety levy.* An additional one hundred twenty-five thousandths of one percent, 1.25 mills on the dollar, may be levied annually for public safety for the

operation, maintenance and administration of police and fire services. (This subsection shall expire on June 30, 2015).

WHEREAS, the current public safety levy will expire on June 30, 2015 and renewal of that levy is necessary to continue the proper operation of the Public Safety Department, Now Therefore,

BE IT RESOLVED that Section 9.1 of the Charter of the City of Wyoming is hereby amended by adding subsection (f) thereto to read as follows:

(f) *Public Safety levy.* An additional one hundred-twenty-five thousandths of one percent, 1.25 mills on the dollar, may be levied annually for public safety for the operation, maintenance and administration of police and fire services. (This subsection shall expire June 30, 2020)

BE IT FURTHER RESOLVED:

1. That the form in which the proposed Charter Amendment shall be printed to appear on the ballot of the election to be held on August 5, 2014, shall be as follows:

“PROPOSAL TO RENEW PUBLIC SAFETY MILLAGE FOR FIVE YEARS”

“Shall Section 9.1 (f) of the Charter of the City of Wyoming be renewed to provide for an annual levy of 1.25 mills on the dollar for public safety for operation, maintenance and administration of police and fire services in the City of Wyoming for a period of five years. This levy shall expire June 30, 2020. The amount of revenue raised by the levy in the first year is estimated at \$2,387,000.

2. The City Clerk shall submit a certified copy of this resolution to the governor and to the Attorney General of the State of Michigan for approval as required by law.

3. That before submission of the proposed amendment to the electors, the City Clerk shall publish the full text of the proposed amendment to Section 9.1 of the Charter and the full text of the existing Charter provision in at least one edition of a newspaper meeting the requirements of Section 17.9 of the City Charter.

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

Motion carried: _____ yeas _____ nays

JRS/sak
4/21/14

I hereby certify that the foregoing resolution was adopted by the City Council for the City of Wyoming at a _____ session held on the _____ day of _____, 2014.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE A SERVICE FROM ASSETWORKS
FOR A SOFTWARE UPDATE

WHEREAS:

1. The Wyoming Motor Pool maintains the fleet utilizing a computerized fleet management system.
2. AssetWorks, the fleet management system's developer, needs to complete an onsite database review and update to the existing fleet management system.
3. The necessary work is estimated to cost \$9,800.
4. Sufficient funds have been appropriated in the Motor Pool, Operations Account, 661-441-58200-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council authorizes AssetWorks to complete an onsite database review and upgrade to the motor pool fleet management system at an estimated amount of \$9,800.

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 April 21, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Resolution No. _____

STAFF REPORT

DATE: April 15, 2014
SUBJECT: Fleet Services Software Update, AssetWorks
FROM: W. Scott Zastrow, Assistant Director of Public Works
Date of Meeting: April 21, 2014

RECOMMENDATION

The Public Works Department recommends that the City Council approve a quote for service with AssetWorks to analyze and modify the existing fleet management system.

SUSTAINABILITY CRITERIA

Environmental Quality

The software update has no environmental impact.

Social Equity

The software update affects all of the citizens of Wyoming equally.

Economic Strength

The software update should allow the Motor Pool to improve the accountability of the fleet operations.

DISCUSSION

Occasionally the fleet management system needs to be upgraded. In order to analyze and modify the existing system, AssetWorks needs to be contracted to come on site. The cost of the onsite service is estimated to be \$9,800.

BUDGET IMPACT

Sufficient funds are available in the Motor Pool, Operations Account, 661-441-58200-801.000.

AssetWORKS

998 Old Eagle School Road
 Suite 1215
 Wayne, PA 19087

Date: 3-Mar-2014
Valid Until: 1-Jul-2014

To:
Ted Seil
City of Wyoming Motor Pool
2660 Burlingame Avenue SW
Wyoming MI 49509
Direct 616-530-7273
Cell 616-558-6659

From:
Barry Johnson
AssetWorks LLC
Telephone: (952) 451-0435
Facsimile: (928) 441-5640
barry.johnson@assetworks.com
Product: FleetFocus™

| Item | Qty | Basis | Extension |
|------|-----|-------|-----------|
|------|-----|-------|-----------|

SERVICES (Estimates)

| | | | | |
|---|---|------|----------|----------|
| Services to analyze and modify accounting interface to resolve inconsistencies in financial totals. | 5 | Days | \$ 1,560 | \$ 7,800 |
| Estimated Travel and Living Expenses for on site days. | | | \$ | 2,000 |

| | |
|--------------|-----------------|
| Total | \$ 9,800 |
|--------------|-----------------|

*All work performed on a time and materials basis.
 Estimated time is based upon 3 days on site for analysis and two days of services to be used to make the interface changes.*

Actual Travel expenses will be billed after they have been incurred.

Any software, maintenance and/or services quoted above is subject to the existing agreements between AssetWorks, Inc. and the Customer.

I, the undersigned, accept this quote as described above. I authorize AssetWorks to invoice for all the software referenced and/or deliver the services stated.

Customer Name: _____

Customer Representative _____

Title: _____

Customer Signature: _____

Date: _____

Please sign and return this quote by FAX to (928) 441-5640 in order for AssetWorks to establish a project. If you have any questions about this quote, or if the information listed above is incorrect, please contact Barry Johnson at (952) 451-0435.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH FISHBECK, THOMPSON, CARR & HUBER, INC.
FOR THE BAYBERRY FARMS FLOOD MITIGATION DESIGN

WHEREAS:

1. On September 9, 2013, the City of Wyoming experienced a significant storm event that caused some residents of the Bayberry Farms Condominiums, Senior Living Apartments, and Bayberry Farms houses to become flooded due to the impact of the storm.
2. 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.
3. Based upon the findings of the study, quotes were requested from two firms for the flood mitigation design.
4. On April 9, 2014, FTCH submitted the attached proposal for the flood mitigation design in the amount of \$18,800.
5. The cost of the flood mitigation design can be financed out of the Major and Local Street Funds but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) for the design of the Bayberry Farms flood mitigation efforts in the amount of \$18,800.
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 April 21, 2014.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: April 21, 2014

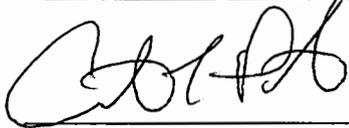
Budget Amendment No. 047

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$18,800 of budgetary authority to provide funding for the design of flood mitigation efforts in the Bayberry Farms PUD per attached resolution.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|--|----------------|-----------------|-----------------|----------------|
| <u>Major Streets Fund</u> | | | | |
| Public Works - Street Maintenance - Professional Services 202-441-46300-801.000 | \$56,980 | \$9,400 | | \$66,380 |
| Fund Balance/Working Capital (Fund 202) | | <u>9,400</u> | <u>\$ 9,400</u> | |
| <u>Local Streets Fund</u> | | | | |
| Public Works - Street Maintenance - Professional Services 203-441-46300-801.000 | \$53,870 | \$9,400 | | \$63,270 |
| Fund Balance/Working Capital (Fund 203) | | | <u>\$9,400</u> | |

Recommended: 
Finance Director


City Manager

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

Motion carried: _____ yeas, _____ nays

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

City Clerk

Staff Report

Date: April 15, 2014
Subject: Bayberry Farms Storm Water Study
From: Russ Henckel, Assistant Director of Public Works - Engineering
Meeting Date: April 21, 2014

Recommendation:

Staff recommends authorizing Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to prepare a design of flood mitigation efforts based upon the results of the Bayberry Farms storm system study. The cost for flood mitigation design is \$18,800.

Sustainability Criteria:

Environmental Quality – The design will reduce the risk of the potential for negative impacts resulting from flooding.

Social Equity – This study will not impact social equity.

Economic Strength – The design 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 some residents of the Bayberry Farms Condominiums, Senior Living Apartments, and Bayberry Farms houses to become flooded due to the impact of the storm. 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, quotes were requested from two firms for preparing a design for the recommended flood mitigation efforts. On April 9, 2014, FTCH submitted the attached proposal for the flood mitigation design in the amount of \$18,800.

The cost of the flood mitigation design can be financed out of the Major and Local Street Funds but a budget amendment is necessary.

Budget Impact:

Sufficient funds are available in the Major and Local Street funds but a budget amendment is necessary.

Attachments: Proposal
Agreement
Budget Amendment



April 9, 2014

Mr. Russell J. Henckel, P.E.
Engineering
City of Wyoming
2660 Burlingame Avenue, SW
Wyoming, MI 49509

Re: Design Phase Services
Bayberry Farms Flood Mitigation

Dear Russ:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to present this proposal to provide professional services for design of stormwater improvements to mitigate the potential for flooding in the Bayberry Farms development. Specific improvements recommended in the report entitled *Bayberry Flooding Evaluation* (FTCH, 2014) include:

- Expansion of the Bayberry Market Detention Basin
- Berming along the south side of 56th Street west of Byron Center Avenue
- Construction of additional stormwater inlets on Health Drive

SCOPE OF SERVICES

The scope of services is outlined below. Based on this scope of services, we assume no environmental or soil erosion control permits will be required for the proposed work. We also do not believe soil borings or other geotechnical investigations are necessary unless it is determined a retaining wall is needed for expansion of the Bayberry Market Detention Basin. The cost for soil borings necessary to design the retaining wall would be obtained upon that determination.

Specifically, the scope of services will consist of the following tasks:

Topographic Survey

A significant amount of topographic survey has already been completed for the referenced study. One day of additional time is included to pick up any necessary detail for design not obtained during the prior survey work.

Utility Coordination

We will review survey information, GIS utility layer data, and contact private utility companies to coordinate proposed underground work and significant changes in grade with existing utilities.



Preliminary Design

The following design calculations are proposed for each of the project areas:

Bayberry Market Detention Basin - Expansion is necessary to meet the minimum required 25-year flood control volume due to the additional amount of offsite water received by the basin. We will layout the basin configuration based on available property. Landscape features such as retaining walls are anticipated to be necessary. We will rerun the EPA-SWMM model to determine final volume, high water levels, berm, and overflow heights. Enlargement of the storage volume available in the "upper" swale behind the Bayberry Farms Condominiums will also be included in the analysis. The hydraulic analysis will be used to determine if a 100-year flood storage volume can be provided by the detention basin expansion. Any proposed rise in design high water levels will be checked using the EPA-SWMM model to ensure no negative impacts from backwater in the contributing storm sewers.

56th Street - Berming is proposed along the south side of 56th Street to reduce the frequency of ponded water overtopping the existing roadway embankment and entering the Bayberry Senior Living Apartments parking lot. A fill volume for the proposed berm will be calculated and the extent of grading checked to confirm the need for an additional temporary easement to perform the work. Impacts from impounding an additional volume of water within the roadway and to the north of the roadway will be further evaluated using the EPA-SWMM model with additional detail added in this area. Recommendations for mitigating measures (such as flooding easements) will be provided as necessary. However, the preparation of such easements and design of a detention area on the north side of 56th Street are not included in this proposal.

Health Drive - During heavy rainfalls, overland flow from Health Drive and the directly contributing areas appears to bypass existing curb inlets as it gains momentum flowing down the steep grades on Health Drive towards Byron Center Avenue. Several alternatives for improved inlets along Health Drive will be evaluated based on cost, hydraulic effectiveness, and drivability. The design discharge for the 100-year storm will be used to design the interceptor system after subtracting the capacity of existing inlets. Downstream conveyance capacity between Health Drive and the Metro Health detention ponds will also be checked.

Preliminary drawings, manufacturer's literature, and cost estimates will be provided for each location.

Final Design

Final design drawings consisting of a cover sheet, a legend sheet, two plan/profile/cross-section sheets and a detail sheet will be completed. All appropriate construction notes and quantities will be included on the drawings.

A plan for maintaining traffic on Health Drive during construction will be prepared and included in the bid package.

The City of Wyoming (City) will use its own front end documents, standard general conditions, and technical specification sections. Special provisions will be written for the contract as necessary.

A final engineer's estimate of probable construction cost will be provided in MERL format.

A 90% review set will be submitted to the City prior to finalizing the package for bidding.



Mr. Russell J. Henckel, P.E.
Page 3
April 9, 2014

Bid Package

The drawings and special provisions will be provided to the City in electronic format for assembly of a bid package, reproduction, advertisement, and bidding.

Meetings

A total of two meetings with the City are included in this proposal consisting of an initial kick-off meeting and a progress meeting following preliminary design.

PERSONNEL

Key staff who will be working on this project include:

Claire E. Schwartz, P.E. will serve as project manager and primary client contact. She will be responsible for overall quality control and quality assurance and work closely with the project engineers.

Robert J. Hoeksema, PhD is a senior engineer who will perform the hydraulic modeling and calculations.

Neil P. DeWit, P.E. will serve as project engineer responsible for utility coordination, design details, quantities, cost estimates special provisions, and project drawings.

Michael L. Berrevoets, P.E. will perform independent internal quality assurance reviews having served as City/Township engineer for several West Michigan municipalities.

BUDGET AND SCHEDULE

We proposed to complete the above scope of work for a not-to-exceed budget of Eighteen Thousand Eight Hundred Dollars (\$18,800). We will invoice at our standard hourly billing rates for actual time and reimbursable expenses and will not exceed this amount without prior written authorization from your office.

We propose to complete the work to allow for bidding in early summer 2014 and construction during the latter part of the year.

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Lauri K. Berryhill (lkberryhill@ftch.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

Claire E. Schwartz, P.E.

lkb
Attachment
By email

AGREEMENT

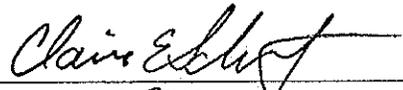
This Agreement made this _____ day of _____, 2014 between the City of Wyoming, a municipal corporation of 1155 - 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter "City") and Fishbeck, Thompson, Carr & Huber, Inc., a corporation having an office located at 1515 Arboretum Drive, S.E., Grand Rapids, Michigan, 49546 (hereinafter "Consultant") the terms of which are as follows:

1. City hereby hires Consultant to prepare a design of flood mitigation efforts based upon the results of the Bayberry Farms storm system study prepared by Fishbeck, Thompson, Carr & Huber, Inc.
2. The work to be performed shall be in accordance with the Proposal dated April 9, 2014, and the customary standard of professional care.
3. Payment shall be made in accordance with the proposal and upon billing for work completed in an amount not to exceed \$18,800. Undisputed portions of invoices are due within 30 days.
4. Upon completion of the services or in the event of a termination of the contract during the performance of the services, all completed work, and/or work in progress shall become the property of the City upon payment for the work.
5. Consultant is an independent contractor and the City is hiring Consultant for professional services. All officers, agents and employees of Consultant shall at all times be considered employees of Consultant and not of the City.
6. This Agreement contains the entire agreement between the parties and may not be modified except in writing by mutual consent.

City of Wyoming

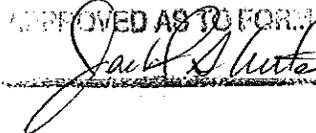
Fishbeck, Thompson, Carr & Huber, Inc.

Jack Poll
Its Mayor



VICE PRESIDENT

Heidi A. Isakson
Its City Clerk

APPROVED AS TO FORM


Jack Poll

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE REPLACEMENT OF CONCRETE APPROACHES ON THE CONRAIL RAILROAD BRIDGES FOR EASTBOUND AND WESTBOUND I-196 IN THE CITY OF WYOMING

WHEREAS:

1. The Michigan Department of Transportation (MDOT) proposes to reconstruct the concrete approaches for both the eastbound and westbound I-196 bridges over Conrail Railroad within the City of Wyoming.
2. MDOT has prepared the attached City-State Agreement for the project, identifying the costs and obligations of each respective party.
3. The City's share of the project is estimated to be \$1,700 and can be financed out of the Capital Improvement Program, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The Major and City Clerk are hereby authorized to execute the attached City-State Agreement with MDOT for the reconstruction of replacement of concrete approaches on the Conrail Railroad bridges for east bound and west bound I-196 in Wyoming.
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 April 21, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
City-State Agreement

ACT-51
FEDERAL AID PROGRESS PAYMENT

DA
Control Section BHI 41029; IM 41029
Job Number 112939A; 112939C, D;
118879A; 118879C, D
Federal Project BHI 1441(041);
BHI 1241(009);
IM 1441(042);
IM 1341(327)
Federal Item KK 3530; KK 2832;
KK 3531; KK 3134
Contract 14-5038

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

WITNESSETH:

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

PART A – Job No. 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 presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

| | |
|--------|-----------------|
| PART A | \$80,300 |
| PART B | <u>\$54,700</u> |
| TOTAL | \$135,000 |

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

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

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

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

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

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

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

DEPARTMENT - 87.5%
 CITY - 12.5%

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

| | TOTAL ESTIMATED <u>COST</u> | FEDERAL <u>AID</u> | BALANCE AFTER <u>FEDERAL AID</u> | DEPT'S <u>SHARE</u> | CITY'S <u>SHARE</u> |
|--------------|-----------------------------------|-----------------------|--|------------------------|------------------------|
| PART A | | | | | |
| Constr. & CE | \$63,200 | \$56,900 | \$6,300 | \$5,500 | \$800 |
| PE | \$17,100 | \$15,400 | \$1,700 | \$1,500 | \$200 |
| PART B | | | | | |
| Constr. & CE | \$46,900 | \$42,200 | \$4,700 | \$4,100 | \$600 |
| PE | <u>\$7,800</u> | <u>\$7,000</u> | <u>\$800</u> | <u>\$700</u> | <u>\$100</u> |
| TOTAL | \$135,000 | \$121,500 | \$13,500 | \$11,800 | \$1,700 |

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED AS TO FORM:

John R. Shuck

APPROVED BY:

Robert Kelly

Administrator
Real Estate

1-4-14

Date

RESOLUTION NO. _____

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

WHEREAS:

1. On March 14, 2014, the Michigan Department of Transportation (MDOT) opened bids for the 44th Street from Hansen Avenue to Division Avenue reconstruction project.
2. Division Avenue is a borderline street between the City of Kentwood and the City of Wyoming with the east half of the intersection under the maintenance responsibility of Kentwood.
3. The City of Wyoming has received federal funding for the reconstruction of 44th Street in 2014 and both cities are working in cooperation to complete the reconstruction of this segment of roadway.
4. The attached City-City Agreement identifies the costs and obligations of each City.
5. The City of Kentwood's share of the reconstruction project is \$227,684.80.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached City-City Agreement with the City of Kentwood for the reconstruction of 44th Street from Hansen Avenue to Division Avenue.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2014.

Heidi A. Isakson, Wyoming City Clerk

Staff Report

Date: April 16, 2014

Subject: City-City Agreement for 44th Street, Hansen to Division

From: Russ Henckel, Assistant Director of Public Works - Engineering

Meeting Date: April 21, 2014

Recommendation:

Staff recommends approval of the City-City Agreement for the construction of 44th Street from Hansen Avenue to Division Avenue.

Sustainability Criteria:

Environmental Quality – The Agreement does not have an impact upon Environmental Quality.

Social Equity – This Agreement does not have an impact upon Social Equity.

Economic Strength – This Agreement specifies that the two communities (Wyoming and Kentwood) share the costs to reconstruct a portion of Division Avenue associated with the 44th Street Reconstruction project, from Hansen Avenue to Division Avenue.

Discussion:

The City of Wyoming has received federal funding for the reconstruction of 44th Street from Hansen Avenue to Division Avenue in 2014. With the east half of the Division Avenue intersection under the jurisdiction of Kentwood, the two cities participate for their respective share of the reconstruction project. The two cities must execute a City-City Agreement which specifies the estimated costs and obligations of each party to complete the preliminary engineering, design, and construction of the project, relative to the work within each city.

It is recommended that the City Council authorize the Mayor and City Clerk to execute the attached Agreement with the City of Kentwood for the reconstruction of 44th Street from Hansen Avenue to Division Avenue.

Budget Impact:

Funds are available in the Capital Improvements Fund.

Attachments: Agreement

AGREEMENT

Reconstruction of 44th Street from Hansen Avenue to Division Avenue

THIS AGREEMENT is made _____, 2014 between the City of Wyoming, a Michigan Municipal Corporation, 1155 - 28th Street, S.W., Wyoming, Michigan 49509, hereinafter referred to as "Wyoming" and the City of Kentwood, a Michigan Municipal Corporation, 4900 Breton Avenue, S.E., Kentwood, Michigan 49508, hereafter referred to as "Kentwood".

WITNESSETH

WHEREAS, Wyoming and Kentwood are desirous of reconstructing 44th Street from Hansen Avenue to Division Avenue in 2014, hereinafter referred to as the "Project", and

WHEREAS, the Project will require significant work to be performed prior to actual construction, and Wyoming will be designated as the lead agency performing said preliminary engineering in connection with the Project, and

WHEREAS, the Project will be financed in part by State and Federal funds and Wyoming will be designated as the requesting party pursuant to agreements between Wyoming and the Michigan Department of Transportation (MDOT) in connection with the project, and

WHEREAS, Wyoming and Kentwood hereto desire to share costs for the preliminary engineering, design, construction engineering, and construction for the Project, as set forth below.

NOW, THEREFORE, in consideration of the respective covenants contained

herein, the parties agree as follows:

1. Wyoming, on behalf of Wyoming and Kentwood will provide the preliminary engineering, design engineering, construction engineering and inspection services, construction administration and staking services for the Project.
2. The estimated local share cost for the Project, including construction costs associated with the Project will be shared proportionately between Wyoming and Kentwood in accordance with Exhibit A.
3. Wyoming will invoice Kentwood for their share of the Project costs providing the necessary receipts, invoices, and supporting calculations for the same. Kentwood agrees to promptly pay within 30 days of receipt of invoice.

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

WITNESSED

City of Wyoming
A Michigan Municipal Corporation

By. _____
Jack Poll, Mayor

Attest. _____
Heidi A. Isakson, City Clerk

WITNESSED

City of Kentwood
A Michigan Municipal Corporation

By. _____
Stephen C.N. Kepley, Mayor

Attest. _____
Dan Kasunic, City Clerk

APPROVED AS TO FORM:

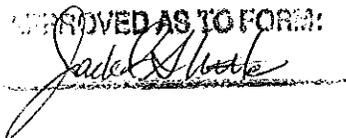


EXHIBIT A

| | Estimated Total COST | Estimated Federal Share (80% Max Participating) | Estimated Wyoming Share (93.3% Participating) | Estimated Kentwood Share (6.7% Participating) |
|---|-------------------------|---|---|--|
| Total Construction | \$3,333,333.33 | \$1,560,000.00 | \$2,569,255.11 | \$184,852.11 |
| Construction (Participating) | \$2,754,107.22 | \$1,560,000.00 | \$1,113,960.29 | \$80,146.93 |
| Construction (Non- Participating) | \$579,226.11 | \$0.00 | \$482,391.79 | \$96,834.32 |
| Engineering, Survey, Design, Soil Borings, Testing (9%) | \$300,000.00 | \$0.00 | \$274,648.22 | \$25,351.78 |
| Construction Administration and Inspection (4%) | \$133,333.33 | \$0.00 | \$122,065.87 | \$11,267.46 |
| Contingencies (5%) | \$166,666.67 | \$0.00 | \$152,582.35 | \$14,084.32 |
| TOTAL Project | \$3,933,333.33 | \$1,560,000.00 | \$2,145,648.53 | \$227,684.80 |
| | | | | |
| | | | | |

The costs shown are estimates only. Actual share of cost for each category will be prorated based on percent of total shown and in accordance with this Agreement.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT FOR THE PURCHASE
OF CISCO EQUIPMENT, PANASONIC TOUGHBOOKS, HAVIS DOCKS, CHARGE GUARD
AUTO SHUT-OFF TIMERS AND GX440 AIRLINK DEVICES

WHEREAS:

1. As detailed in the attached Staff Report from the City's Director of Information Technology, it is recommended that the City Council authorize payment for the purchase of Cisco Equipment, Panasonic Toughbooks, Havis Docks, ChargeGuard Auto Shut-Off Timers and GX440 Airlink Devices.
2. Funds for the purchase of the Cisco Equipment, Panasonic Toughbooks, Havis Docks, ChargeGuard Auto Shut-Off Timers and GX440 Airlink Devices are available in the accounts as detailed in that attached Staff Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize payment to Secant Technologies for the purchase of Cisco Equipment in the total amount of \$30,210.00.
2. The City Council does hereby authorize payment to Advanced Wireless Telecom for the purchase of Panasonic Toughbooks in the amount of \$26,960.00.
3. The City Council does hereby authorize payment to Mobiletek Consulting for the purchase of Havis Docks and ChargeGuard Auto Shut-Off Timers in the total amount of \$12,200.00.
4. The City Council does hereby authorize payment to AT&T for the purchase of GX440 Airlink Devices in the amount of \$14,235.00.

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 April 21, 2014.

ATTACHMENT:
Staff Report

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____



STAFF REPORT

DATE: April 2, 2014

SUBJECT: City Enterprise / Cisco Equipment - RA2084
Department of Public Safety/Toughbook's-RA2086, Docks-RA2087 & GX440 Airlink Devices

FROM: Gail Sheppard, Director of Information Technology

MEETING DATE: April 14, 2014

Recommendation:

It is recommended that the City Council authorize payment to Secant Technologies for the purchase of Cisco equipment. This equipment will replace obsolete, ten-plus year old switches and routers, position us for future communications upgrades, provide for needed expansion, and provide spare equipment for coverage in the event of a hardware failure. It is also recommended that the City Council authorize payment to Advanced Wireless Telecom for the purchase of (8) Panasonic Toughbook's; payment to Mobiletek Consulting for the purchase of (18) Havis Docks and (20) ChargeGuard Auto Shut-Off Timers; and payment to AT&T for the purchase of (15) GX440 Airlink Devices. The Toughbook's and docks will replace equipment that has been utilized in Public Safety vehicles for over five years. The AT&T GX440 Airlink devices will provide Public Safety vehicles with a more stable communications environment.

Sustainability Criteria:

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

Social Equity - Information Technology staff continues efforts toward expanding and upgrading equipment, which is 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.

Economic Strength - Today's information networks are exposed to an increasing demand for uptime, speed, and reliability. The core of any computer network consists of routers and switches, which are the 'traffic cops' of the network, managing all the information that travels on the City of Wyoming information network. As with any technology, this equipment will age, become unreliable, and require updating. Information Technology staff are encouraged to implement a strategy of proactive updating of network equipment to minimize and prevent outages of the information networks to City employees and/or citizens looking for services.

Discussion:

There is no 'industry standard' per se regarding a replacement schedule, but most organizations who have developed a replacement policy have decided on a three-to-four year schedule. The three main reasons for computer equipment replacement are cost, productivity and maintenance. We have been stretching our equipment to a four-to-five year schedule and even longer in some instances. These replacements should ensure that our hardware keeps up with the latest enhancements to various software/technologies being used.

The Cisco equipment includes routers and switches at the Water Treatment Plant for various wholesale customer SCADA sites. It also includes switch replacements at the Clean Water Plant for equipment/technology being used in the SCADA environment that is approximately ten years old. The remainder of equipment includes a few wireless access points to replace older technology, along with switches and routers for City Hall and the Police Department based upon expansion needs and spare equipment.

The Panasonic Toughbook's and Havis Docks with ChargeGuard Auto Shut-Off Timers will replace aging Public Safety vehicle equipment, which will assist Officers in performing required assignments more effectively. The GX440 Airlink Devices work in conjunction with the AT&T cellular service plan currently being utilized in our Public Safety vehicles. AT&T advised they will provide these devices at State contract pricing.

The IT department has been utilizing Kent County's reverse auction at no cost to the City of Wyoming since October of 2010. This innovative way of purchasing works like a real-time auction where the price is bid down by sellers who are competing to sell goods and services for progressively lower prices. The reverse auction increases competition and transparency for commodity purchases and streamlines the procurement process.

Kent County sent our bid out to whoever is registered as a potential bidder and advertised it on the County website. Forty (40) bids were received from five (5) vendors registered to participate on the Cisco Equipment at a maximum price of \$44,426. Secant Technologies provided the low bid at \$30,210 for a 32% savings and is pending the award. Four (4) bids were received from two (2) vendors registered to participate on the Panasonic Toughbook's at a maximum price of \$3,380 each. Advanced Wireless Telecom provided the low bid at \$3,370 each for a .3% savings and is pending the award. Three (3) bids were received from three (3) vendors registered to participate on the Havis Docks & ChargeGuard Auto Shut-Off Timer at a maximum price of \$13,720. Mobiletek Consulting provided the low bid at \$12,200 for an 11% savings and is pending the award.

Budget Impact:

Funding (\$30,210) for the purchase of the Cisco Equipment through Secant Technologies is budgeted and available as follows: (\$12,915) in the General Fund/Information Technology/Capital Outlay Computer Equipment account #101-258-25800-984.017; (\$11,468) in the Sewer Fund/Wastewater Utility/Capital Outlay Computer Equipment account #590-590-54400-984.017; and (\$5,827) in the Water Fund/Water Utility/Capital Outlay Computer Equipment account #591-591-57300-984.017.

Funding (\$26,960) for the purchase of the Panasonic Toughbook's is budgeted and available in the General Fund/Information Technology/Capital Outlay Computer Equipment account #101-258-25800-984.017.

Funding (\$12,200) for the purchase of the Havis Docks & ChargeGuard Auto Shut-Off Timers is budgeted and available in the General Fund/Information Technology/Capital Outlay Computer Equipment account #101-258-25800-984.017.

Funding (\$14,235) for the purchase of the GX440 Airlink devices is budgeted and available in the General Fund/Information Technology/Capital Outlay Computer Equipment account #101-258-25800-984.017.

End of Report

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A
TWO YEAR MAINTENANCE AGREEMENT WITH
L-3 COMMUNICATIONS MOBILE-VISION, INC. FOR AN
IN-CAR VIDEO RECORDING SYSTEM, A MOBILE-VISION BACK OFFICE SOLUTION
AND MOBILE-VISION ACCESS POINTS

WHEREAS:

1. As detailed in the attached Staff Report, the maintenance agreement included with the original purchase of the Wyoming Public Safety Departments in-car video recording system, mobile-vision back office solution and mobile-vision access points has expired.
2. L-3 Communications is the sole source for maintaining the equipment and has provided the City with two-year maintenance agreements in the amount of \$8,400.00 for the mobile-vision in car video systems, \$3,949.00 for mobile-vision back office solution and \$318.00 for mobile-vision access points.
3. It is recommended the City Council authorize acceptance of the agreements in the total amount of \$12,667.00.
4. Funds are budgeted for the maintenance agreement in the Public Safety Department account number 101-305-31500-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the two year maintenance agreements from L-3 Communications Mobile-Vision, Inc. for in-car video recording system, mobile-vision back office solution and mobile-vision access points in the total amount of \$12,667.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreements with L-3 Communications Mobile-Vision, Inc.
3. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals of the maintenance agreements with L-3 Communications Mobile-Vision, Inc. 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:

ATTACHMENTS:

Staff Report
Sole Source Letter
Agreements (3)
Limited Warranty Statement and Support Overview

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 2, 2014
Subject: L3 Maintenance Agreement
From: Captain Kim Koster
Meeting Date: April 21, 2014

Recommendation:

It is recommended that the City of Wyoming purchase an extended maintenance agreement from L3 Communications, the provider of our in-car video recording system. The warranty and maintenance agreement that was included with the original purchase of the equipment has expired and an annual extended agreement is necessary to continue repair and support services for the system. The service agreement covers our 28 mobile in-car video systems, the back office computer system and five wireless access points throughout the public safety building.

Sustainability Criteria:

Environmental Responsibility – This proposal will have no impact on the environment or our natural resources.

Social Equity – Maintaining a reliable system for recording interactions between law enforcement and the community serves many important purposes. Video cameras protect the rights and safety of both the police and our citizens as it provides an unbiased account of an incident that is available for review. Accountability to the public is increased when video reviews are used to substantiate or disprove claims of wrongdoing. Videos can also be used as a reliable piece of evidence in court proceedings. Utilizing videos can also assist the department in training officers on how to properly interact with the public.

Economic Strength – Without a maintenance agreement, repairs and replacements would be costly and made at our own expense. Currently, many minor issues are resolved with a call to support or adjustments made by remote access. Maintaining our investment by keeping the equipment in good working order also reduces the City's risk of liability.

Discussion:

See attached documentation regarding this sole source provider.

Budget Impact:

The total cost of the agreement is \$12,667 which has been provided for in the Public Safety Department's Patrol-Repairs and Maintenance FY2013/2014 account #101-305-31500-930000. The same amount has been planned for in the FY2014/2015 requested budget.



communications

Mobile-Vision, Inc.
90 Fanny Road
Boonton, NJ 07005
Tel: (800) 336-8475 (973) 263-1090 Fax: (973) 257-3024
www.L-3com.com/mv

April 2, 2014

Wyoming Police Department
2650 DeHoop Avenue
Grand Rapids, MI 49509

RE: Sole Source Letter

The L-3 Communications Mobile-Vision, Inc. MV-1 All In One Computer, AlertVU ALPR System, Flashback and Flashback2 DVR along with AirVision, CycleVision and Interview Room products and all associated spare parts and accessories are designed and manufactured exclusively by L-3 Communications Mobile-Vision, Inc. and are not available from another source. In addition, all Extended Warranty Services, repair and warranty claims are managed exclusively by L-3 Mobile-Vision. Any work performed by non-authorized personnel will void all warranties and claims.

The Digital Evidence Series™ of digital evidence management solutions is a series of software and workstation/server products designed specifically, and only, by L-3 Communications Mobile-Vision, Inc. to support its Flashback2 digital in-car video solution. For L3 to maintain the equipment (servers and raid, etc.) they will need to be purchased through L-3 Mobile Vision directly.

The series includes versions of the Digital Evidence Pro™, and Digital Evidence Viewer™ that are configured with various levels of software and hardware that accommodate an agency based on fleet size and/or evidence volume. Digital Evidence PRO modules enable the following exclusive, sole source capabilities:

- Intelligent Wireless Transfer™ (Patent Pending)
- Automated Intelligent Volume Management™ (Patent Pending)
- Case Management Features
- L-3 uses 802.11a which provides greater bandwidth then 802.11g
- We use a Lennox based platform that provides greater security then a web-based platform, which reduces the chances of viruses and hacking.
- We can integrate in-car video systems, body worn cameras and interview rooms into a single back end solution.

Please call me if you have any questions or need additional information.

Sincerely,

Linda Collina

Linda Collina
Maintenance Contract Coordinator, L-3 Mobile-Vision, Inc.



communications

Mobile-Vision, Inc.

90 Fanny Road
Boonton, NJ 07005
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0126977
QUOTATION DATE: 2/26/2014

SALESPERSON: ZLC
CUSTOMER NUMBER: MIWYOMI

Sold To:

Wyoming Police Dept.
2650 DeHoop Ave
GRAND RAPIDS, MI 49509

Ship To:

Wyoming Police Dept.
2650 DeHoop Ave
GRAND RAPIDS, MI 49509

Page: 1

| Customer P.O. | Ship VIA | F.O.B. | Terms |
|---------------|------------|-------------|-------------|
| EMA QUOTE | UPS GROUND | BOONTON, NJ | Net 30 Days |

| Item Number | Unit | Ordered | Unit Price | Amount |
|---------------|------|---|------------|----------|
| (EMA) | | EXTENDED MAINTENANCE AGREEMENT FOR YOUR MOBILE-VISION IN-CAR VIDEO SYSTEMS | | |
| /EMA STD YR 2 | EACH | 28.00 | 300.00 | 8,400.00 |

Sales EMA Standard Yr 2

ECCN No:

HS Tariff No:

SN FB046763,64,65,66,67,68,69,70,71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88,89 & 90

COVERAGE DATES: 3/2/14 - 3/1/15

NOTE: All customers are required to have a valid EMA contract to receive technical support.

**Signing below is in lieu of a formal P.O.
Your signature will authorize acceptance of both pricing and product:**

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

| | |
|------------------------|-----------------|
| Subtotal: | 8,400.00 |
| Shipping and Handling: | 0.00 |
| Sales Tax: | 0.00 |
| Order Total: | 8,400.00 |

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.



communications

Mobile-Vision, Inc.

90 Fanny Road
Boonton, NJ 07005
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0126975
QUOTATION DATE: 2/26/2014

SALESPERSON: ZLC
CUSTOMER NUMBER: MIWYOMI

Sold To:

Wyoming Police Dept.
2650 DeHoop Ave
GRAND RAPIDS, MI 49509

Ship To:

Wyoming Police Dept.
2650 DeHoop Ave
GRAND RAPIDS, MI 49509

Page: 1

| Customer P.O. | Ship VIA | F.O.B. | Terms | |
|---------------|------------|---|-------------|----------|
| EMA QUOTE | UPS GROUND | BOONTON, NJ | Net 30 Days | |
| Item Number | Unit | Ordered | Unit Price | Amount |
| (EMA) | | EXTENDED MAINTENANCE AGREEMENT | | |
| | | FOR YOUR MOBILE-VISION BACK OFFICE SOLUTION | | |
| /MISC | | 1.00 | 3,249.00 | 3,249.00 |
| | | LSMVDR505DEP Server EMA YR2 | | |
| | | ECCN No: SN 407DHS1 | | |
| | | HS Tariff No: | | |
| | | COVERAGE DATES: 3/2/14 - 3/1/15 | | |
| /MISC | | 1.00 | 700.00 | 700.00 |
| | | LSMVDDVDDL141 DVD/BU EMA YR2 | | |
| | | ECCN No: SN 28BFHS1 & 2111200521 | | |
| | | HS Tariff No: | | |
| | | COVERAGE DATES: 3/2/14 - 3/1/15 | | |

NOTE: All customers are required to have a valid EMA contract to receive technical support.

Signing below is in lieu of a formal P.O.
Your signature will authorize acceptance of both pricing and product:

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 3,949.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 3,949.00

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.



communications

Mobile-Vision, Inc.

90 Fanny Road
Boonton, NJ 07005
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0126976
QUOTATION DATE: 2/26/2014

SALESPERSON: ZLC
CUSTOMER NUMBER: MIWYOMI

Sold To:

Wyoming Police Dept.
2650 DeHoop Ave
GRAND RAPIDS, MI 49509

Ship To:

Wyoming Police Dept.
2650 DeHoop Ave
GRAND RAPIDS, MI 49509

Page: 1

| Customer P.O. | Ship VIA | F.O.B. | Terms |
|---------------|------------|-------------|-------------|
| EMA QUOTE | UPS GROUND | BOONTON, NJ | Net 30 Days |

| Item Number | Unit | Ordered | Unit Price | Amount |
|-------------|------|---------|------------|--------|
|-------------|------|---------|------------|--------|

| | | | | |
|---|--|--------------------------------|-------|--------|
| (EMA) FOR YOUR MOBILE-VISION ACCESS POINTS | | EXTENDED MAINTENANCE AGREEMENT | | |
| /MISC | | 5.00 | 63.60 | 318.00 |
| Access Point EMA YR2 | | | | |
| ECCN No: | | HS Tariff No: | | |
| SN 11UC3184029, 11UC31850289, 11UC31880293, 11UC31850297 & 11UC31840279 | | | | |
| COVERAGE DATES: 3/2/14 - 3/1/15 | | | | |

NOTE: All customers are required to have a valid EMA contract to receive technical support.

Signing below is in lieu of a formal P.O.
Your signature will authorize acceptance of both pricing and product:

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 318.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 318.00

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

LIMITED Warranty Statement and Support Overview

L-3 Communications Mobile-Vision, Inc. (L-3 Mobile-Vision) warrants the following products for the period indicated from defects in workmanship or materials:

- FLASHBACK In-Car video system hardware and components (1) Year
- CycleVision Motorcycle video system hardware and components (1) Year
- Interview room video system hardware and components (1) Year
- MV-1 Mobile Data Computer System (2) Years
- V-One Integrated Mobile Data Computer (3) Years
- Keyboard for MV-1 or V-One Mobile Data Computers (1) Year
- MobileVu Display (If purchased separately, (1) Year)
- AlertVu Automatic License Plate recognition hardware and components. (1) Year
- Digital Evidence Management System Software (1) Year
- Digital Evidence Management Hardware Solution (If Applicable) (1) Year
- Primera branded, DVD/Blu-ray Disc publisher (1) Year
- Rimage branded, DVD/Blu-Ray Disc publisher (1) Year

If a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, L-3 Mobile-Vision will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. The purchaser must return failed component(s) to the factory or a factory-authorized service center. Purchaser is responsible for shipment to L-3 Mobile-Vision and assumes all costs and risks. Return shipment to the Purchaser will be at L-3 Mobile-Vision's risk and expense. Note: L-3 Mobile-Vision's maximum reimbursement for return shipping shall not exceed UPS ground service rates.

Before you ship your product for warranty service, it is your responsibility to keep a separate backup copy of the system configurations and data. L-3 Mobile-Vision is not liable for any damage to or loss of any programs, data, or other information stored on any media. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.

Warranty excludes labor to diagnose components in vehicle and labor to remove or reinstall components in vehicle. Warranty does not extend to any devices in or of vehicle to which an L-3 Mobile-Vision component is mounted or connected. L-3 Mobile-Vision reserves the right to charge for repairs to correct damage resulting from abuse, improper installation, or extraordinary environmental damage to components during warranty period at rates normally charged for repairing such units not covered under warranty. L-3 Mobile-Vision will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use this product.

L-3 Mobile-Vision does not warrant that the operation of the product(s) will be uninterrupted or error-free. As a further limit on warranty, and as an expressed warning, the user should be aware that harmful personal contact may be made with any devices mounted into a motor vehicle in the event of violent maneuvers, collisions, or other circumstances, even though said devices are installed and used according to instructions. Purchaser will determine and accept any risk involved with the installation and use of this product. L-3 Mobile-Vision specifically disclaims any liability for injury caused by contact with its products or components in all such circumstances.

LIMITED Warranty Statement and Support Overview

The forgoing warranty is exclusive in lieu of all other warranties of quality, fitness, or merchantability, whether written, oral, or implied. Notwithstanding, if the contractual agreement under which this product has been purchased specifies different terms and conditions, those terms and conditions specified by such contract shall prevail. All maintenance and service will be performed by L-3 Communications Mobile-Vision, Inc., 90 Fanny Road, Boonton, NJ 07005 or, at the customer's choice, by an L-3 Mobile-Vision certified service center. *Note: It is the responsibility of the user to remove and return the component(s) requiring repair.* Warranty repairs require an RA (Return Authorization) number in order to be processed. This can be arranged by calling (800) 336-8475 or by completing a Return Authorization form on our website: www.L-3Com.com/MV

THE LIMITED WARRANTY SET FORTH ABOVE IS L-3 MOBILE-VISIONS'S ONLY WARRANTY IN CONNECTION WITH L-3 MOBILE-VISION'S HARDWARE AND/OR SOFTWARE PRODUCTS. ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL L-3 MOBILE-VISIONS'S LIABILITY UNDER THIS WARRANTY EXCEED THE OBLIGATION TO REPAIR OR REPLACE, AT L-3 MOBILE-VISIONS'S DISCRETION, A WARRANTED PRODUCT, AND, WITHOUT LIMITING THE FOREGOING, L-3 MOBILE-VISION'S LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE COST OF THE COVERED PRODUCT.

Compliance with U.S. Export Laws & Regulations: When required by law, transactions which are subject to the Export Administration Act, 15 CFR – Export Administration Regulations, Arms Export Control Act, 22 CFR - International Traffic in Arms Regulations, and all other applicable U.S. Import/Export Laws and Regulations shall be adhered to without exception. Buyer shall not forward, redirect or re-export goods, data or information in violation of such laws and regulations. Seller shall be held harmless by Buyer in the event that any regulatory requirement may impact Seller's performance, price or schedule.

Warranty excludes the following:

- Intentional misuse or abuse
- Unauthorized maintenance
- Product or parts that have been modified to alter functionality or capability
- Data recovery resulting from hard drive failure
- Virus damage
- Data Migration
- Operational failure due to network or security changes
- Any networked component not provided by L-3 Mobile-Vision
- UPS Devices
- All consumable items
- Onsite service
- Damage caused by third party products and/or software
- Cosmetic damage that does not affect the functionality of the system
- Damage that occurs in shipment.

LIMITED Warranty Statement and Support Overview

VIDEO MANAGEMENT SOFTWARE (if applicable)

L-3 Mobile-Vision warrants its video management system (DES) to be free from operational and material defects and covers all software updates for a period of one (1) year from original "implementation" date (the date that L-3 Mobile-Vision's Support Engineers performed onsite server installation, configuration, and training). If onsite implementation was not purchased with the server (typical of software-only products), the (1) year warranty commences on the original factory ship date. Software-only customers please see "END-USER LICENSE AGREEMENT and Limited Warranty". L-3 Mobile-Vision warrants that its video management systems are adequate in features and functions to facilitate the management of video for law enforcement purposes. L-3 Mobile-Vision will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use or inability to use this product.

VERSION SUPPORT

We support the current and last two Major releases of DES and ALPR software products

VIDEO MANAGEMENT HARDWARE (if applicable)

During the warranty period, L-3 Mobile-Vision agrees to repair or replace any video management system component (based on that component's availability) that fails due to defective materials or workmanship. Sole responsibility under this warranty shall be to repair, adjust, or replace (at L-3 Mobile-Vision's option and according to the manufacturer's warranty conditions) any software, equipment, and peripheral that is part of the originally installed system that fails during this period and is not subject to any of the exclusions listed herein. Equipment, peripherals, and software supplied by customer are excluded from coverage. In most instances, server hardware that requires Next Business Day Onsite Service will be coordinated through L-3 Mobile-Vision and provided by Dell Computer. The L-3 Mobile-Vision Technical Support Engineer will determine if an onsite service technician must be dispatched to support a qualified repair. For Next Business Day Onsite Service, a technician will typically arrive onsite the next business day. Generally, calls received by L-3 Mobile-Vision before 4:00 p.m. local (EST) will qualify for next-business day service, however, L-3 Mobile-Vision has no liability should the provider (DELL) postpone, cancel, or delay the service. In the event that additional parts/resources are required once the onsite technician is at the Customer's site, work may be temporarily suspended until the additional parts/resources arrive.

NON-WARRANTY REPAIR WORK

Note: excludes RIMAGE, PRIMERA and DELL (server and storage) branded products as well as associated network (access points, switches, UPS) equipment. We will assist your agency in facilitating repairs for these products through the provider.

The customer may return a product for repair that is not covered by warranty. A standard repair fee, specific to the product, is charged for any product that is repaired outside of the warranty period. Repairs performed on products out of warranty carry a 90-day warranty, which begins the day the repaired item is shipped back to the customer. For items classified as "No Trouble Found" (NTF): the customer is notified if, after examining and testing a returned product, L-3 Mobile-Vision concludes that the product is not defective. The product is returned at the customer's expense and the customer is charged a nominal examination and testing fee (Bench Fee) or the standard repair fee, whichever is less.

LIMITED Warranty Statement and Support Overview

SUPPORT

Warranty repairs and support can be arranged by calling (800) 336-8475 between the hours of 8:00 a.m. and 5:00 p.m. EST or via e-mail at DESSUPPORT.MVI@l-3com.com (a valid warranty or extended maintenance agreement is required to receive technical support) where a ticket number will be designated and the issue assigned to a member of the support team. An authorized point-of-contact name and phone number will also be needed in case follow-up information is required. L-3 Mobile-Vision provides on-line diagnosis and support for our Back Office video management systems. Most service requests can be handled through this remote method. If the problem is determined to be related to any of the L-3 Mobile-Vision provided hardware, then L-3 Mobile-Vision will coordinate the service with the appropriate hardware provider and facilitate the fix or replacement. Should an agency not be able to, or prefers not to provide the support necessary for our technicians to repair the equipment remotely, onsite service may be required. L-3 Mobile-Vision does not guarantee a specific response time if onsite service is required. Your organization will be responsible for the cost of onsite service calls performed by L-3 Mobile-Vision. *Please note: We will attempt to contact your representative (3) times. If we do not hear from your representative 24 hours after we place the 3rd call, the issue will be deemed resolved and we will close the ticket.*

Note: Some component parts are specifically designed for customer removal and replacement. If during troubleshooting the L-3 Mobile-Vision support engineer determines that a repair can be accomplished with such a part or component, L-3 Mobile-Vision will ship the component part directly to the customer. Unless otherwise noted, service parts will be shipped via ground freight service.

Service Level Objective: While L-3 Mobile-Vision does not guarantee resolution time, we strive to resolve all cases in a fast and efficient manner to ensure customer satisfaction.

Non-critical issues will be acknowledged within 1 business hour, Monday-Friday only, excluding holidays. Resolution will begin within 24 hours followed by on-going daily status updates until resolution is confirmed with the POC.

Critical Support issues (Priority 1) will be acknowledged within 1 business hour. Resolution will begin within 4 business hours followed by ongoing daily status updates until the resolution is confirmed with the POC. After-hours requests for critical support will be handled in the same manner. However, response will start within 4 hours of the call.

After hours/Holiday/Weekend support: If the request for a support call is made outside the aforementioned normal hours, a callback will be made no later than the next business day. If you have a Priority 1 issue, you will need to state the issue and severity in your e-mail or voicemail. Your issue will be escalated to the on-call Technical Support Engineer and will be addressed within (4) hours.

Support Classifications

Priority 3 – Product feature and/or administration questions. Low severity.

Priority 2 – Minor feature/product failure, convenient workaround exists. This may require servicing or repair of one or more components. If service or repair is required, we will issue an RMA number and instruct your representative to return the defective components to us or a designated service center or third party provider. Advance replacement of components will be at the discretion of L-3 Mobile-Vision.

Priority 1 - Product or major feature failure or data corruption. The system is not operational or useable by your organization. Resolution times may vary depending on the nature of the problem and your representative's availability. We will continue to provide updates until the ticket is closed.

LIMITED Warranty Statement and Support Overview

END OF DOCUMENT

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
LABORATORY SUPPLIES FROM HACH COMPANY

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City purchase lab supplies for phosphorus and ammonia testing from the manufacturer, Hach Company.
2. It is estimated the City will spend approximately \$30,000 per year for the laboratory supplies.
3. Funds for the purchase are budgeted in the laboratory supplies are available in account numbers 590-590-54310-740000 and 590-590-54710-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase of the laboratory supplies from Hach Company.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2014.

ATTACHMENTS:
Staff Report
Quote

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: April 10, 2014
Subject: Hach Company Purchases
From: Jaime Petrovich, Utilities Laboratories Manager
Meeting Date: April 21, 2014

Recommendation:

It is recommended that purchases for laboratory supplies from Hach Company be allowed on an as-needed basis, the estimated annual expenditure is \$30,000.

Sustainability Criteria:

Environmental Quality – The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming’s citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements. The Hach testing supplies are recyclable and use sample and reagent volumes that are ten times less than the alternative methods.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City, as well as to its wholesale customer communities, 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 – By maintaining our own independent laboratories in the Utilities Department, we are able to keep our costs as low as possible, while generating more analytical data in which we have higher confidence. The Hach testing methods are less labor intensive and give a faster turnaround time than other methods. The supplies are only available for purchase from Hach Company.

Discussion:

The Clean Water Plant laboratory goes through a considerable amount of consumable supplies to conduct regulatory compliance and process control testing and monitoring. We recently began using new methods (TNT Plus) for phosphorus and ammonia testing, which are proprietary technologies and do not have other alternatives available in the market. Therefore, their manufacturer (Hach Company) is our sole source for these supplies. These techniques are approved by the USEPA for use in generating reportable data, and give us greater accuracy with less labor and turnaround time. The cost of the supplies for these tests, in addition to other products typically purchased from Hach, will exceed \$7500 annually.

Budget Impact:

We have a monthly standing order for sixteen boxes of TNT plus testing vials for ammonia (25 tests/box) and sixteen boxes (25 tests/box) of vials for phosphorus. We may periodically order additional boxes of something to cover emergency samples or an increase in sample load, but the standing order pretty much covers our needs.

The attached quote from Hach gives unit pricing for the supplies described above. The cost is \$1,606.55 for product plus \$65.35 for shipping, for a monthly total of \$1671.90. The grand total for the year is \$20,062.80.

Since the total estimated maximum annual expense for Hach Company products is \$30,000 per year, including shipping, I recommend that the Council provide approval to continue to make purchases on an as-needed basis. The ledger accounts 590-590-54310-740000 and 590-590-54710-740000 are used for these purchases.



Hach Company TNT Plus Testing Vials



Quotation

Hach Company
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Date: 10-Apr-2014

Quote Expiration: 09-Jun-2014

Quote Number: 100009346v1
 Use quote number at time of order to ensure that you receive prices quoted

BILL TO
 CITY OF WYOMING
 ACCTS PAYABLE
 PO BOX 905
 WYOMING, MI 49509-0905

SHIP TO

Name: Jaime Petrovich
 Phone: 616-399-7846
 Email: PetrovichJ@wyomingmi.gov

Customer Account Number: 058320
 Customer Quote Reference: TNT + Reagents

Sales Contact: Michael Wright Email: mwright@hach.com Phone: 248-296-4158

PRICING QUOTATION

| Line | Part Number | Description | Qty | Net Unit Price | Extended Price |
|--------------------|-------------|--|-----|----------------|---------------------|
| AMMONIA | | | | | |
| 1 | TNT832 | AMMONIA, TNT+, HR (2-47 MG/L) PK/25 | 11 | 48.75 | 536.25 |
| 2 | TNT831 | AMMONIA, TNT+, LR (1-12 MG/L) PK/25 | 1 | 48.75 | 48.75 |
| 3 | TNT830 | AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 | 5 | 48.75 | 243.75 |
| | | | | | AMMONIA \$ 828.75 |
| PHOSPHATE | | | | | |
| 4 | TNT845 | aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) | 11 | 48.50 | 533.50 |
| 5 | TNT844 | aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P) | 1 | 48.50 | 48.50 |
| 6 | TNT843 | aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) | 4 | 48.95 | 195.80 |
| | | | | | PHOSPHATE \$ 777.80 |
| Grand Total | | | | | \$ 1,606.55 |

TERMS OF SALE

Freight: Ground Prepay and Add

FOB: Origin

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counter offer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:
 Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Freight Charge Schedule and Collect Handling Fees attached.

Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight.

Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

Standard lead time is 30 days

Sales Contact:

Name: Michael Wright
Title: Regional Sales Manager
Phone: 248-296-4158
Email: mwright@hach.com

Prepared By:

Name: Debbie Casale
Title: Field Sales Support Specialist II
Phone: 800.227.4224, X 6327
Email: dcasale@hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice, and refunds will be prorated based on the duration of the service plan. Inspections and re-statement fees may apply upon cancellation or expiration of service programs.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; value added taxes; income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or similar charges imposed upon the production, sale, distribution, or delivery of Products hereunder. Buyer will either pay any and all such taxes and charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and in the manner set forth at www.hach.com. Invoices for all other orders are due and payable (1) NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice. In the event payments are not made or not made in a timely manner, or (2) for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. Hach may, in addition to all other remedies provided at law, either: (1) declare Buyer's performance in breach and terminate this Contract for default; (2) withhold future shipments until delinquent payments are made; (3) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (4) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (5) repossess the Products for which payment has not been made; (6) recover all costs of collection including reasonable attorney's fees; or (7) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that

are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE:** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software



may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. NONDISCLOSURE AND NON-USE OF PROPRIETARY INFORMATION: "Proprietary Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which Hach considers proprietary or Proprietary, including but not limited to Hach's service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without Hach's prior written consent. All such Proprietary Information remains property of Hach. No right or license is granted hereby to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of Hach, except for the limited use licenses implied by law.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make changes in design or additions or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes, additions or improvements to Products ordered by Buyer unless specifically agreed upon in writing reasonably in advance of such Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; or (e) services outside standard business hours.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those parts of the premises where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any wastes, including without limitation hazardous wastes, resulting from such services, repair and maintenance. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development,

production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract.

17. FORCE MAJEURE: Hach is excused from delays in delivery and performance of other contractual obligations under this Contract caused by acts or omissions that are beyond the control of Hach, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY. None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S.; (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



HACH COMPANY

Headquarters
 P.O. Box 389
 5600 Lindbergh Drive
 Loveland, CO 80539-0389

Purchase Orders
 PO Box 608
 Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
 Phone: 800-227-4224
 Fax: 970-669-2932
 E-Mail: orders@hach.com
 quotes@hach.com
 techhelp@hach.com

Export
 Phone: 970-669-3050
 Fax: 970-461-3939
 Email: intl@hach.com

Remittance
 2207 Collections Center Drive
 Chicago, IL 60693

Wire Transfers
 Bank of America
 231 S. LaSalle St.
 Chicago, IL 60604
 Account: 8765602385
 Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

| | | |
|--|--|--|
| <p><u>Technical Support</u> <i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p> | <p><u>SIRR Delivery Program</u> <i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i></p> <ul style="list-style-type: none"> ✓ Lower inventory costs and fresh supplies ✓ Reduced paperwork – one purchase order for the entire year ✓ Automatic shipments on your schedule ✓ Easier budgeting <p>www.Hach.com/sirr</p> | <p><u>Hach WarrantyPlus™ Upgrade</u> <i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year <p>www.Hach.com/warrantyplus</p> |
|--|--|--|

ADVANTAGES OF SIMPLIFIED FREIGHT

| | | |
|---|--|---|
| <p><u>Safe & Fast Delivery</u></p> <ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment | <p><u>Save Time – Less Hassle</u></p> <ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships simplified freight orders as the product is available at no additional cost | <p><u>Save Money</u></p> <ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required |
|---|--|---|

| STANDARD SIMPLIFIED FREIGHT CHARGES ^{1, 2, 3} | | | | | | Collect ⁴ |
|--|---------------------------------|------------------------------------|----------------------------------|---------------------------------------|-------------------------------------|---------------------------------|
| Pricing Effective 7/9/2013 | | | | | | |
| Total Price of Merchandise Ordered | Standard Surface (Mainland USA) | Second Day Delivery (Mainland USA) | Next Day Delivery (Mainland USA) | Second Day Delivery (Alaska & Hawaii) | Next Day Delivery (Alaska & Hawaii) | Handling Fee Effective 7/9/2013 |
| \$0.00 - \$49.99 | \$12.95 | \$30.95 | \$58.95 | \$44.95 | \$89.95 | \$5.44 |
| \$50.00 - \$199.99 | \$17.07 | \$53.45 | \$101.60 | \$71.64 | \$143.33 | \$5.44 |
| \$200.00 - \$449.99 | \$30.47 | \$78.43 | \$163.45 | \$100.23 | \$195.06 | \$6.53 |
| \$450.00 - \$749.99 | \$41.37 | \$108.95 | \$217.95 | \$136.20 | \$263.73 | \$6.53 |
| \$750.00 - \$999.99 | \$52.27 | \$114.40 | \$241.93 | \$141.65 | \$267.00 | \$8.71 |
| \$1,000.00 - \$2,249.99 | \$65.35 | \$130.75 | \$255.01 | \$154.73 | \$307.33 | \$8.71 |
| \$2,250.00 - \$4,999.99 | \$76.25 | \$174.35 | \$294.25 | \$181.98 | \$336.76 | \$10.89 |
| \$5,000.00 - \$9,999.99 | \$108.95 | \$201.60 | \$338.94 | \$213.59 | \$365.10 | \$16.35 |
| Over \$10,000 | 2% of Net Order Value | 4% of Net Order Value | 6% of Net Order Value | 4% of Net Order Value | 6% of Net Order Value | \$27.49 |

- 1 Freight charges shown are only applicable to orders billing and shipping to U.S. destinations. Freight charges will be prepaid and added to invoice. Freight for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Freight charges are subject to change without notice.
- 2 Additional freight charges will be applied to orders containing bulky and/or especially heavy orders.
- 3 Orders shipping to Alaska or Hawaii: Additional freight charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- 4 Hach Company will assess a collect handling fee on orders with collect freight terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE AND INSTALLATION
OF A TURBO PUMP FOR THE GAS CHROMATOGRAPH/MASS
SPECTROMETER (GC/MS)

WHEREAS:

1. As detailed in the attached Staff Report, a quotation was received from the manufacturer, Perkin Elmer, for the purchase and installation of a turbo pump for the GC/MS at the Water Treatment Plant in the total amount of \$10,034.00
2. It is recommended the quotation from Perkin Elmer be accepted.
3. Funds are available in account number 591-591-57300-986955 for the purchase of a turbo pump for the GC/MS.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase and installation of a turbo pump for the GC/MS in the total amount of \$10,034.00.
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 April 21, 2014.

ATTACHMENTS:
Staff Report
Perkin Elmer Quote

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: April 15, 2014
Subject: Purchase of Turbo Pump for GC/MS Instrument
From: Jaime Petrovich, Utilities Laboratories Manager
Meeting Date: April 21, 2014

Recommendation:

It is recommended that a turbo pump be purchased from Perkin Elmer for the gas chromatograph/mass spectrometer (GC/MS) instrument.

Sustainability Criteria:

Environmental Quality – The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming’s citizens. An important part of this work includes monitoring the plant processes to ensure treatment success and compliance with regulatory requirements.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City, as well as to its wholesale customer communities, 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 – By maintaining our own independent laboratories in the Utilities Department, we are able to keep our costs as low as possible, while generating more analytical data in which we have higher confidence.

Discussion:

The Water Treatment Plant laboratory houses the instrumentation used for analyzing drinking water and wastewater samples for organic compounds. The data is used for compliance with regulatory standards (ex. drinking water disinfection by-products, volatile organic compounds) and for process control (ex. volatile fatty acids). Analysis is provided for Wyoming’s treatment plants and for the drinking water wholesale customer communities.

These instruments utilize compressed gasses to carry the samples through the analytical process. Currently, the instruments at the Water Treatment Plant are configured to use helium. In recent years, helium supplies have been dwindling. Increasing demand (i.e. medical applications, analytical instruments, commercial usage) and decreased availability have caused significant increase in cost for cylinders of compressed helium. Over time, it is possible that there may be difficulty in procuring helium gas.

As an alternative to helium, it is possible to configure the instrumentation to utilize hydrogen gas. Hydrogen is significantly cheaper and is more readily available. However, one of the instruments (GC/MS) requires an upgrade to one of the system components (turbo pump) in order for it to function using hydrogen gas.

Budget Impact:

The Water Treatment Plant lab uses an average of eight cylinders of helium gas per year (\$879 per cylinder) for an annual cost of \$7032. The cost per cylinder for hydrogen gas is \$212. The difference in cost per year for using hydrogen instead of helium is \$5536. These prices are per the most recent quote from Lake Welding, our supplier for compressed gasses at the Water Treatment Plant.

The attached quote gives pricing for the turbo pump, associated hardware, and installation service. The turbo pump is available only through the manufacturer, Perkin Elmer. The total cost is \$10,034.00. This amount would be recovered within two years through savings in the cost of gas cylinders.

Funds are available in the current year's budget in capital outlay account 591.591.57300.986.955.



GC/MS at the Water Treatment Plant Laboratory



PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: (203) 944-4914

Quotation

To: JIM TARDANI
CITY OF WYOMING WATER TREATMENT PLA
16700 NEW HOLLAND ST. MI 49424
HOLLAND MI 49424

QUOTE NO.: 20702771
QUOTE VALID TO: 06/11/2014
QUOTE DATE: 04/11/2014
PAY. TERMS: Due Upon Receipt
FREIGHT TERMS: FOB Factory - Prepay & Add
ULTIMATE DEST.: UNITED STATES OF AMERICA

TELEPHONE NO. 616-399-7849
FAX NO.
YOUR REFERENCE

| ITEM | MATERIAL | DESCRIPTION | QTY/EA | UNIT PRICE | TOTAL |
|-------------------------|----------|-------------------------|--------|------------|-----------|
| 1 | N6474120 | PUMP-BLIZ TURBO EXT240D | 1 | 6,900.00 | 6,900.00 |
| 2 | 00090038 | RESTRICTOR AIR ASSY | 1 | 84.00 | 84.00 |
| 3 | N0207282 | GC ON SITE | 1 | 3,050.00 | 3,050.00 |
| Total Net Price in USD: | | | | | 10,034.00 |

Customized Financing Solutions are available - We offer competitive rates with a wide range of structures to assist in acquiring your PerkinElmer technology - Speak to your Sales Engineer us at 1-800-559-2755 ext. 69608

Did you know that you can order selected products online at www.perkinelmer.com/shop?

The amount displayed does not include tax charges.

*

These charges will be added to the invoice if applicable.

*

Terms subject to credit approval.

SEND PURCHASE ORDERS TO:

PerkinElmer Health Sciences, Inc.
710 Bridgeport Ave.
Shelton, CT 06484-4794
Phone: 1-800-762-4000
Fax: (203) 944-4904
Email: USInstrumentOrders@perkinelmer.com

SALES REPRESENTATIVE: MICHAEL BAYLERIAN
PREPARED BY: Leticia Cruz



PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: (203) 944-4914

Quotation

To: JIM TARDANI
CITY OF WYOMING WATER TREATMENT PLA

QUOTE NO.: 20702771
QUOTE VALID TO: 06/11/2014
QUOTE DATE: 04/11/2014

| ITEM | MATERIAL | DESCRIPTION | QTY/EA | UNIT PRICE | TOTAL |
|--------------------------------|----------|-------------|--------|------------|-------|
| <hr/> <p>MICHAEL BAYLERIAN</p> | | | | | |

Lake Welding Supply Company
 An Employee Owned Company serving western Michigan since 1953
 www.lakewelding.com

**DELIVERY
TICKET**

MAIN OFFICE: 363 OTTAWA STREET
 MUSKEGON, MI 49442
 Phone: (231) 722-3773
 Fax: (231) 725-9113

BRANCH OFFICES: 740 WAVERLY ROAD
 HOLLAND, MI 49423
 Phone: (616) 396-2331
 Fax: (616) 396-0548

530 ELM STREET, UNIT B
 FERRYSBURG, MI 49409
 Phone: (616) 842-3407
 Fax: (616) 842-1917

150 VAN BUREN
 MANISTEE, MI 49660
 Phone: (231) 723-1136
 Fax: (231) 723-9236

SHIP TO

CITY OF WYOMING
 WATER TREATMENT PLANT
 16700 NEW HOLLAND
 HOLLAND MI 49424
 Phone: (616) 399-6511

| ORDER | DATE | CUST | CUSTOMER NAME | P/O NUMBER | TERR | SALES | BRANCH | SHIP VIA | UPS | OTHER ZONE | COL | PPD | PAGE |
|--|----------------|---------|---|----------------|-------------|-------------|--------|----------------|---------|--------------|-------------|-----------------|------|
| 00867236-00 | 04/11/14 | 03610 | CITY OF WYOMING | 2014-00000032 | 000 | 009 | 004 | LAKE WELDING | 0 | 00 | | X | 1 |
| LINE NO | ITEM | W A R E | ITEM DESCRIPTION | UNT OF MEASURE | QTY ORDERED | QTY SHIPPED | ✓ | CYLINDERS SHIP | RETN | TOTAL VOLUME | UNIT AMOUNT | EXTENDED AMOUNT | |
| | | | ***** QUOTE ***** Quote Expiration Date: 05/11/14 | | | | | | | | | | |
| | ** Location: 4 | | ** | | | | | | | | | | |
| 1 | SG 121 | | T HELIUM U.H.P. 99.999% NONFLAMMABLE GAS UN 1046 | CY | 1 | 1 | | | | 291 | 879.02 | 879.02 | |
| 2 | SG 204 | | T NITROGEN UHP 99.999% NONFLAMMABLE GAS UN 1066 | CY | 1 | 1 | | | | 304 | 216.55 | 216.55 | |
| 3 | SG 137 | | T HYDROGEN UHP 99.999% (HY 5.OUH) FLAMMABLE GAS UN 1049 | CY | 1 | 1 | | | | 256 | 211.72 | 211.72 | |
| 4 | MLL HAZ | | HAZARDOUS MATERIALS FEE | | 1 | 1 | | QTY B/O 0 | BIN LOC | WEIGHT | 3.00 | 3.00 | |
| PER THE CUSTOMER - EMPLOYEE SIGNATURE, SIGNED NAMED, AND EMPLOYEE NUMBER MUST BE ON ALL TICKETS. ALSO NEED A PICTURE ID. | | | | | | | | | | | | | |
| | | | | | | | | | | | Subtotal | 1310.29 | |
| | | | | | | | | | | | Tax | .00 | |
| | | | | | | | | | | | Freight | 18.00 | |
| | | | | | | | | | | | Total Sale | 1328.29 | |
| EMERGENCY RESPONSE TELEPHONE NUMBER: CALL INFOTRAC 1-800-535-5053 FOR CHEM. EMERGENCY | | | | | | | | | | | | | |

TERMS: NET 30 DAYS, 1 1/2% PER MONTH REPRESENTING AN 18% PER ANNUM CHARGE ON UNPAID BALANCES WILL BE ADDED.

THIS TO CERTIFY THAT THE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS FOR THE DEPARTMENT OF TRANSPORTATION.

TERMS AND CONDITIONS ON REVERSE SIDE.

1311105835

Notice: Claims must be made within 5 days after receipt of goods. No merchandise accepted for credit without our prior approval.

ORIGINAL

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE AND INSTALLATION
OF A REPLACEMENT CURTAIN FOR AN INSULATED OVERHEAD DOOR
AT THE CLEAN WATER PLANT VACTOR DUMP STATION

WHEREAS:

1. As detailed in the attached Staff Report quotations were received from Cornell Iron Works and Raynor Overhead Door Company of Grand Rapids for the purchase and installation of a replacement curtain for an insulated door at the Clean Water Plant Vactor Dump Station in the total amount of \$20,718.00.
2. It is recommended City Council authorize the purchase of the replacement materials from Cornell Iron Works and authorizes Rayno Overhead Door Company of Grand Rapids to complete the installation.
3. Funds are available in account number 677-000-96400-9150000 for the purchase and installation of the replacement curtain.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase and installation of a replacement curtain for an insulated overhead door at the Clean Water Plant Vactor Dump Station in the total amount of \$20,718.00.
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 April 21, 2014.

ATTACHMENTS:

Staff Report
Quotations

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: April 15, 2014
Subject: Overhead Door Repair
From: Tom Wilson, Clean Water Plant Maintenance Supervisor
Date of Meeting: April 21, 2014

Recommendation

It is recommended that the City Council award the purchase of a replacement curtain for an insulated overhead door located at the Clean Water Plant Vactor Dump Station from Raynor Overhead Door Company of Grand Rapids at a total cost of \$20,718.00. It is also recommended that the City Council authorize the pre-payment of the necessary materials directly from the manufacturer, Cornell Iron Works.

Sustainability Criteria:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan’s natural water environment and the public health of Wyoming’s citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and optimal working condition.

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 – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Plant. The purchase of this material directly from the manufacturer allows us the ability to proceed with this repair at the lowest cost possible.

Discussion:

On March 7, 2014, a Public Works operator accidentally backed into the curtain of a 12’ x 18’ insulated overhead door at the vactor dump station located at the Clean Water Plant. Due to extensive damage, it was necessary for us to contact a professional overhead door company to provide us with a cost to repair the door. Three firms were contacted to provide us with a quote. Two quotes were received and are as follows:

| | |
|------------------------------|-------------|
| Raynor Overhead Door Company | \$20,718.00 |
| Overhead Door Company | \$26,158.00 |

Because of the extensive damage done to the door, both companies recommended replacement of the entire curtain which increases the cost of the repair. Raynor Door Company provided the lowest quote. However, due to the fact that Raynor is a small firm whose current line of credit has been depleted after a very successful business year, they are unable to purchase the necessary material at a cost of \$14,500.

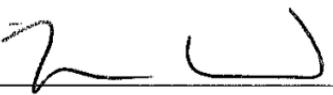
Raynor Door has therefore requested that the City of Wyoming purchase the material directly from the manufacturer. After discussing this request with both Tim Smith and Jack Sluiter, there is concurrence that the City can honor this request provided that an agreement be made with the manufacturer. In my discussions with Raynor Door, I was informed that the manufacturer, Cornell Iron Works, has agreed with this request and will allow the City of Wyoming to purchase the material directly from them.

Attached please find the quotations from Raynor and its competitor. The price quote from Raynor dated April 4, 2014 shows the insulated door option with a total installed price of \$20,718. The price quote from Raynor dated April 7, 2014 clarifies that the material cost of the door by itself is \$14,500, which is supported by the quotation from Cornell itself (also attached).

Upon Council approval, I am requesting that the City of Wyoming issue a purchase order to purchase the door directly from the manufacturer, Cornell Iron Works, in the amount of \$14,500.00. The door will be shipped directly to the Clean Water Plant. The remaining \$6,218.00 will be paid to Raynor Door upon satisfactory installation of the new overhead door curtain.

Budget Impact:

As this accidental incident will be covered by the City's insurance fund, the correct account number to reference for this payment is 677-000-96400-915.000.

 15 Apr 2014
Approved: Myron Erickson, PE, CWP Plant Superintendent

Save to PDF



SAFE AND SECURE

EXECUTIVE OFFICES and PLANT * CRESTWOOD INDUSTRIAL PARK * MOUNTAIN TOP PA 18707 570-474-6773

Estimate# 866687
 Current Date: 04/15/2014
 To: 73552
 RAYNOR OVHD DOOR
 8110 E FULTON
 ADA MI 49301
 Contact: DON FUNK, JR
 Project: RAYNOR OVHD DOOR
 8110 EAST FULTON
 ADA MI 49301 KENT

| <u>Item</u> | <u>Qty</u> | <u>Product Code</u> | <u>Width Feet Inches</u> | | <u>Height Feet Inches</u> |
|-------------|------------|---------------------|--------------------------|---|---------------------------|
| 1 | 5 | 70003018 | 0 - 0 0/ 0 | X | 0 - 0 0/ 0 |

FASTENING SECTION(C269P) FOR TOP OF THERMISER SECTION

| <u>Item</u> | <u>Qty</u> | <u>Product Code</u> | <u>Width Feet Inches</u> | | <u>Height Feet Inches</u> |
|-------------|------------|---------------------|--------------------------|---|---------------------------|
| 2 | 80 | 70009124 | 12 - 4 3/ 4 | X | 0 - 0 0/ 0 |

C1p(6F).040Gauge Aluminum Dark Bronze Finish(313e)insulated slat assembled with C407p nylon endlocks.

| <u>Item</u> | <u>Qty</u> | <u>Product Code</u> | <u>Width Feet Inches</u> | | <u>Height Feet Inches</u> |
|-------------|------------|---------------------|--------------------------|---|---------------------------|
| 3 | 1 | 70009278 | 12 - 4 3/ 4 | X | 0 - 0 0/ 0 |

C18p Aluminum Dark Bronze extruded insulated bottom bar with C728p astragal

| <u>Item</u> | <u>Qty</u> | <u>Product Code</u> | <u>Width Feet Inches</u> | | <u>Height Feet Inches</u> |
|-------------|------------|---------------------|--------------------------|---|---------------------------|
| 4 | 1 | 70012709 | 12 - 0 5/ 8 | X | 0 - 0 0/ 0 |

4" Complete Shaft Assembly

| <u>Item</u> | <u>Qty</u> | <u>Product Code</u> | <u>Width Feet Inches</u> | | <u>Height Feet Inches</u> |
|-------------|------------|---------------------|--------------------------|---|---------------------------|
| 5 | 5 | 70005008 | 0 - 0 0/ 0 | X | 0 - 0 0/ 0 |

**S251p cast shaft ring with mounting hardware.

FOR THE SUM OF (***** 14,500)DOLLARS ----- Including Freight

TAXES - No Federal, State, or Municipal taxes are included.

General - Work done by others: Provisions of unobstructed and property designed openings; mounting of electrical controls, wires, conduit, and wiring; adjustment of limit switches after wiring; unloaded. All orders subjected to acceptance by Home Office and subject to accidents, strikes, and other causes beyond our control delaying or preventing deliveries.

GUARANTEE - Cornell products are guaranteed for two years from the date of invoice against defects in workmanship or materials.

Terms - Net 30 days.

ACCEPTED _____

Respectfully submitted,

DATE _____

CORNELL IRON WORKS, INC.

P O#: _____

Proposal

Page No. of Pages



RAYNOR OVERHEAD DOOR OF GRAND RAPIDS

8110 EAST FULTON ST.
ADA, MI 49301
(616) 676-1311
FAX (616) 676-2272

| | | | |
|---|---------------|---|-----------------------|
| PROPOSAL SUBMITTED TO <u>CITY OF WYOMING</u> | | PHONE <u>FAX 261-3590</u> | DATE <u>4/4/14</u> |
| STREET | | JOB NAME | |
| CITY, STATE and ZIP CODE | | JOB LOCATION <u>(LEFT) WATER PLANT</u> | |
| ARCHITECT <u>ATT: DAVE BARTZ</u> | DATE OF PLANS | JOB PHONE | |

We hereby submit specifications and estimates for:

COSTS TO REPAIR 12x18 INSULATED, DARK BODI'ZK ADDED

CORNER TRANSMISSION DOOR

INSULATED SLATS

REPLACE COMPLETE CURTAIN BUNDLE AND GUIDE SEALS 19,318.⁰⁰

REPLACE SPRING BACKROLL AT SAME TIME 1,400.⁰⁰

OR NON-INSULATED SLATS

REPLACE CURTAIN BUNDLE WITH DARK BODI'ZK ADDED, NON-INSULATED
SLATS AND NEW SPRING BACKROLL 11,892.⁰⁰

CITY OF WYOMING TO LET US USE THEIR PLATFORM LIFT PER DAVE.

There will be a monthly service charge of 2 1/4% which is an annual rate of 24% on all past due accounts.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

SEE ABOVE

dollars (\$ _____).

Payment to be made as follows:

DEPOSIT REQUIRED, AMOUNT DEDUCTIBLE OF WHICH DOOR IS BROUGHT

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Don FUNK

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

4/7/14



WWW.RAYNOR.COM

8110 E FULTON
ADA MI 49301



WWW.MORTONBUILDINGS.COM

TO: WYOMING CLEAN WATER PLANT
ATT: Tom Wilson

12x18 INSULATED ROLLUP DOOR
" SPARK BARRIEL

MATERIAL COSTS

\$ 14,500.⁰⁰

\$ 1,200.⁰⁰

12x18 NON-INSULATED DOOR
WITH NEW SPARK BARRIEL (REQUIRED)

* 6,900.⁰⁰

THANK YOU!

Don Funk

PH 616 676-1311

FX 616 676-2272

The Genuine. The Original.



Overhead Door Company of Grand Rapids

5761 N. Hawkeye Ct. SW
Grand Rapids, MI 49509
(616) 261-0300
Fax (616) 261-0800

www.overhaddoorgr.com

PROPOSAL

Date: 3/18/2014

To: City of Wyoming Clean Water
2350 Ivanrest Avenue SW
Wyoming, MI 49418

PROJECT:

PH. #:

ATTN:

FAX #:

We hereby submit specifications and estimates for:

- (1) Aluminum Dark Bronze Finish Curtain By Cornell For 12 x 18
 - With: Nylon End Locks
 - Insulated .040 Slats
 - Remove & Haul Away Old Curtain

Installed

\$26,158.00

****Dumpster Would Have To Be Moved Before New Curtain Is Installed**

WE PROPOSE hereby to furnish the above items - complete in accordance with the specifications, for the sum of:

_____ dollars (\$_____).

Terms:

To be paid within terms stated or 1-1/2 percent per month (18% annum) will be charged.

Openings are to be prepared by others in accordance with our specifications. The above price does not include running of conduit or any electrical wiring. Installation is not guaranteed unless door is erected on finished floor. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications (including extra costs) will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized

Signature _____

Bill Gallagher

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Title _____ Date _____

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR
DISPOSABLE PAPER PRODUCTS

WHEREAS:

1. As summarized in the attached Staff Report it is recommended the bid for disposable paper products be extended through March 31, 2015.
2. Disposable paper products are purchased as required throughout the year and funds are budgeted in the various departmental accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for disposable paper products from Miner Supply Company and Nichols through March 31, 2015.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2014.

ATTACHMENTS:
Staff Report
Tabulation Sheet
Letters

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 9, 2014
Subject: Disposable Paper Products
From: Kim Oostindie, Human Resources Director
Meeting Date: April 29, 2014

Recommendation:

It is recommended the Wyoming City Council accept Miner Supply Company and Nichols' offer to extend their current bid prices for disposable paper products in the amounts as shown on the attached tabulation sheets.

Sustainability Criteria:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Does not significantly impact this criterion.

Discussion:

Disposable paper products are purchased on an as needed basis for the City buildings and parks facilities. Each location uses different products to meet their dispensing equipment requirements.

On March 26, 2013, five responses were received in answer to our invitation to bid on disposable paper products. Fifty-one invitations to bid were sent to prospective bidders. Based on individual departmental needs it was recommended the Wyoming City Council award the bid to the low bidders Miner Supply Company, Nichols and Paper Central.

Miner Supply Company and Nichols have offered to extend their current bid prices for an additional year. Due to pricing errors on their bid last year Paper Central was unable to extend their bid pricing. Departments reviewed the items purchased from Paper Central and have determined that they can purchase these or similar items through Miner Supply Company and Nichols.

Budget Impact:

Disposable paper products are purchased as required throughout the year and funds are budgeted in the various departmental accounts. The estimated expenditure for disposable paper products during the coming year is expected to total approximately \$20,000.00.

**CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS
ON DISPOSABLE PAPER PRODUCTS**

Opened By City Clerk On March 26, 2013 At 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date of award of bid.

| Product Code | Product Description | Case Size | P.B. Gast (Allied- Eagle Supply Co.) | Miner Supply Co., Inc. | Staples Advantage | Nichols | Paper Central |
|------------------|---|-----------------|---|---------------------------------|----------------------|----------------|------------------|
| | | | Bid Price Per Case | | | | |
| 21606 | Kleenex Facial Tissue | 48 Boxes | | | \$45.70 | \$55.10 | \$45.5400 |
| Substitute: | | | | | | | |
| 6100 | BayWest Dubi-Soft Facial Tissue | 30 boxes | \$18.05 | | | | |
| TF6920 | 100 Premium Facial Sheets | | | \$24.80 | | | |
| 69500 | Boardwalk F.T. 30/100 | 30 Boxes | | \$18.00 | | | |
| 425948 | Brighton Professional Facial Tissue | 48 Boxes | | | \$34.95 | | |
| 34721 | Kaydry Wiper | 15 Boxes | | \$129.00 | \$68.42 | \$68.25 | \$60.3900 |
| 64103 | Advantage Light Tissue (MDI) - 1 Ply | 15 Boxes | \$61.00 | | | | |
| 47011 | WYPALL L20 Wipers (Brown/Tan) | 12 Boxes | | \$52.00 | | \$55.65 | \$26.6310 |
| 3380 | BayWest Dubl-Tough DRC Wiper | 20 Boxes | | | | | |
| 35025 | WYPALL L20 Wipers (White) | 12 Boxes | | \$37.18 | | \$27.20 | \$47.0250 |
| 812384 | WyPall L30 Wipers 1080/CT | 1 Case | | | \$34.89 | | |
| 01500 | Kleenex® C-Fold Towels | 16 Packs | | | \$34.21 | \$32.88 | \$28.7100 |
| 49 | Dublsoft (BayWest) - - 200 Towels | 12 Packs | \$20.25 | | | | |
| P-100 | Putney P-100 - 2,400 Case | 16 Packs | | \$18.80 | | | |
| NETS22223 | Netchoice White - 150 Pack | 16 Packs | | | | \$19.47 | |
| CB520 | Coronet C-Fold Towel | 16 Packs | | \$19.99 | | \$29.84 | |
| 49190 | Dubl-Nature (Bay West) - 200 Towes | 12 Packs | \$16.95 | | | | |
| P-100 | Putney P-100 - 2,400 Case | 16 Packs | | \$18.80 | | | |
| 365381 | Brighton Professional C-Fold 1 Ply | 16 Packs | | | \$21.81 | | |
| NETS22223 | Netchoice White C-Fold | 16 Packs | | | | \$19.47 | |
| 8N210 | Response C-Fold White - 150 Towels | 16 Packs | | | | | \$21.7800 |
| NETS22215 | Net Choice Multifold Towel | 16 Packs | | | | \$20.75 | |
| 48500 | Bay West Eco Soft Multifold - Pack 200 | 20 Packs | \$17.50 | | | | |
| Putney #200B | White 9.5 x 9.125 - 4,000 Case | 16 Packs | | \$17.90 | | | |
| 365374 | Brighton Professional Multifold-250 pack | 16 Packs | | | \$20.11 | | |
| 8N215 | Response Multi-Fold Towel - 250 towels | 16 Packs | | | | | \$20.7900 |
| MB550A | Tork Advanced Hand Towel Multifold | 16 Packs | | \$20.70 | \$25.74 | \$29.85 | |
| 48500 | Eco-Soft (Bay West) - White 9 -Pack 200 | 20 packs | \$17.50 | | | | |
| MB540A | Tork 9.5 x 9.125 4000/case | 16 Packs | | \$18.40 | | | |
| Putney #200B | White 9.25 x 9.5 - 4,000 Case | 16 Packs | | \$17.90 | | | |
| NETS222215 | NetChoice Multifold Towel - White | 16 Packs | | | | \$20.75 | |
| 8N215 | Response Multi-Fold - 250 towels | 16 Packs | | | | | \$20.7900 |
| RB350A | Tork Advance Hand Roll Towel | 6 Rolls | | \$21.90 | | \$31.89 | |
| 45500 | Bay West Eco Roll Towel-1 Ply 350' | 12 Rolls | \$22.10 | | | | |
| 365382 | Brighton- 1 Ply - 350' Roll | 12 Rolls | | | \$25.76 | | |
| NET25053 | Netchoice White Roll Towel 8" x 350' | 12 Case | | | | \$23.75 | |
| 8N301 | Response Roll towel White 8" x 350' | 12 Rolls | | | | | \$21.6810 |
| RB800 | Tork Advanced Hand Roll Towel | 6 Rolls | | \$24.90 | | \$36.32 | |
| 45700 | Bay West Eco Roll Towel- 1 Ply 800 ft. | 6 Rolls | \$22.10 | | | | |
| RB8002 | Tork Advance Towel - 800 ft, | 6 Rolls | | \$22.02 | | | |
| 365385 | Brighton Towels - White - 1 Ply | 6 Rolls | | | \$27.80 | | |
| NETS25052 | Netchoice White Roll Towel 8" x 800' | 6 Rolls | | | | \$28.65 | |
| 8N303 | Response Roll Towel White 8" x 800' | 6 Rolls | | | | | \$23.7600 |
| TJ0922A | Tork Universal Bath Tissue Mini Jumbo Roll | 12 Rolls | | \$24.64 | | \$34.00 | |

| | | | | | | | |
|---|---|-----------------|--|----------------|----------------|----------------|------------------|
| 10020 | Eco-Soft (Bay West) - 1,000 Ft. | 12 Rolls | \$22.90 | | | | |
| MSJRT 1000 | 12 /2 Ply 100' Roll | 12 Rolls | | \$23.20 | | | |
| 365379 | Brighton Jumbo Roll Bath Towel - 2 Ply | 12 Rolls | | | \$21.41 | | |
| | Netchoice 2 Ply Jumbo Roll 1000' Roll | 12 Rolls | | | | \$29.00 | |
| 8N19920 | Response Jumbo Bath Tissue - 1000' | 12 Rolls | | | | | \$24.5520 |
| TM6120S | Tork Advanced Bath Tissue | 96 Rolls | | \$35.40 | \$47.04 | \$46.41 | |
| 54000 | Bay West - White 2 Ply - 4.0 x 3.75 | 96 Rolls | \$33.45 | | | | |
| AMP 2500 | AMP 2500 (GEN 500), 2 Ply - 4.4 x 3.75 | 96 Rolls | | \$35.00 | | | |
| 8N12375 | Response Tissue White 2 ply 4.25 x 3.75 | 96 Rolls | | | | | \$37.1250 |
| TM1616S | Tork Universal Bath Tissue | 96 Rolls | | \$35.00 | \$47.04 | \$43.08 | |
| 54000 | Bay West - White 2 Ply - 4.0 x 3.75 | 96 Rolls | \$33.45 | | | | |
| APM 250 | APM 2500 (Gen 2500), 2 Ply - 4.4 x 3.75 | 96 Rolls | | \$35.00 | | | |
| NETS11904 | Netchoice 2 Ply Bath Tissue 500/Roll | 96 Rolls | | | | \$34.56 | |
| 4221090 | Spring Grove Tissue 2 ply 4.0 x 3.75 | 96 Rolls | | | | | \$34.6500 |
| NETS11904 | Net Choice Tissue | 96 Rolls | | | | \$34.56 | |
| 54000 | Bay West - White 2 Ply - 3 3/8 x 3 3/4 | 96 Rolls | \$33.45 | | | | |
| APM 250 | APM 250 (Gen 500) | 96 Rolls | | \$35.00 | | | |
| 365377 | Brighton Professional Tissue 2 Ply | 96 Rolls | | | \$39.99 | | |
| 4221090 | Spring Grove Bath Tissue White 2 ply | 96 Rolls | | | | | \$34.6500 |
| 17713 | Kleenex Cottonelle Bathroom Tissue | 60 Rolls | | | \$39.49 | \$35.60 | \$36.6300 |
| 59890 | Dubl-Nature (Bay West) | 80 Rolls | \$31.00 | | | | |
| TM6511S | Rork Premium 2 Ply, 4" x 3.75 | 96 Rolls | | \$48.80 | | | |
| Percentage discount from the manufacturer's list price for other miscellaneous disposable paper products: | Kimberly Clark | | | | 25% | 38% | |
| | Net Choice | | | | | 38% | |
| | SCA | | | 30% - 40% | | 38% | |
| | Tork | | | 30% - 40% | | | |
| | Georgia Pacific | | | | 25% | 38% | |
| | Bay West | | | | | 38% | |
| | Boardwalk/Gen | | | 30% - 40% | | | |
| | Minimum Order for deliveries | | 3 to 5 on initial order only. Thereafter need one day lead time. | 1 to 5 days | 1 Day | 2 to 3 days | 1 to 3 days |

MINER
SUPPLY
COMPANY "Complete Line of Cleaning Supplies & Equipment"

March 18, 2014

Laura Jackson & Jeff Anderson
City of Wyoming

Dear Laura & Jeff.

The Miner Supply Company of Wyoming, will honor the pricing on janitorial paper until April of 2015. Please keep us in mind on other items. With us delivering paper towels or toilet tissue, we would love to give you a good price on trash bags, urinal screens and other cleaners also.

Please let us know what we can do to save you money and with a quality product.

Sincerely,



Ron Buursma

Sales Mgr.

922 - 47th Street S.W.
Phone: 616-531-5002

Wyoming, MI 49509-5104
1-800-343-9634

www.minersupply.com
Fax: 616-531-5152

March 20, 2014

Ms. Laura Jackson
City of Wyoming
Purchasing Department
1155 28th Street
Wyoming, MI 49509

Dear Ms. Jackson:

As previously discussed I have reviewed your current pricing for the City of Wyoming, and Nichols is able to provide an **additional cost reduction** on the following products. All pricing listed below will be held at its current cost until March 31st, 2015. Should you have any questions regarding this bid and/or other products, please feel free to contact me.

| | | |
|--------------|-------------------------------|------------|
| • KYC21606 | KLEENEX FACIAL TISSUE WHT | \$43.65/CS |
| • KYC34721 | KAYDRY WIPER 15" X 17" 2PLY | \$65.29/CS |
| • KYC47011 | KIMTOWEL WIPER ¼ FOLD TAN | \$50.53/CS |
| • KYC17713 | COTTONELLE BATH TISSUE 2PLY | \$35.60/CS |
| • KYC01500 | KLEENEX C-FOLD TOWEL WHT | \$28.38/CS |
| • SCAMB550A | MULTIFOLD TOWEL WHT | \$19.41/CS |
| • SCARB350A | ROLL TOWEL 7.8" X 5.5" WHT | \$20.35/CS |
| • SCATJ0922A | BATH TISSUE JRT 2PLY 1000' RL | \$23.75/CS |
| • SCATM6120S | SAVORY BATH TISSUE 2PLY WHT | \$35.29/CS |
| • SCATM1616S | BATH TISSUE 2PLY WHT 500'/RL | \$33.50/CS |

Regards,


Anthony Putney



P.O. Box 291

Muskegon,

MI 49443

800.442.0213

231.799.3550 Fax

www.nichols.com

Branch Offices:

Holland

Grand Rapids

Traverse City

Wisconsin

Lean & Healthy Facilities
Life Shipment of Products

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

| Item | Recommended Bidders | Cost |
|--|---------------------|---|
| Brass Water Service and Meter Installation Materials | Etna Supply Company | Bid prices as shown on the attached tabulation sheets |
| Parks and Recreation Brochure Printing Services | The Pioneer Group | Bid Prices as shown on the attached tabulation sheet |

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2014.

ATTACHMENTS:
Staff Reports
Tabulation Sheets

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: March 13, 2014

SUBJECT: Bid Award – Brass Water Service and Meter Installation Materials

FROM: Shimo Svabic, Public Works Supervisor

Date of Meeting: April 21, 2014

RECOMMENDATION

It is recommended that the City Council award the bid for Brass Water Service and Meter Installation Materials to the lowest bidder, Etna Supply Company.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The City's use of parts made from no-lead brass will reduce the exposure of lead to the public providing safe living and working conditions for our residents and protecting the environment from lead contamination.

Social Equity

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

Economic Strength

Etna Supply Company submitted the lowest bid. Etna Supply Company is a local company which reduces cost due to reduced travel time.

DISCUSSION

The City repairs and replaces broken water services and water meters. In order to make proper repairs, the Public Works Department needs to have a variety of brass fittings.

On Tuesday, March 04, 2014, the City received three bids for Brass Water Service and Meter Installation Materials. Twenty-five invitations were sent to prospective bidders. Etna Supply Company submitted the lowest qualified bid. The City uses approximately \$20,000 in brass water service and meter installation materials each year.

BUDGET IMPACT

The cost for brass water service and meter installation materials is approximately the same as last year. Sufficient funds are available in the Water Fund, Transmission and Distribution - Services account 591-441-56700-775000 and Water Fund, Transmission and Distribution - Meters account 591-591-56500-775000.

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

ON BRASS WATER SERVICE AND METER INSTALLATION MATERIAL

Opened By City Clerk On March 4, 2014 At 11:00 a.m. o'clock
All Bid Prices Are Firm For One Year From Date of Award Of Bid

| <u>Est. Qty.</u> | <u>Item Description</u> | <u>SLC Meter Service LLC</u> | | <u>Etna Supply Company</u> | | <u>EJ USA, Inc.</u> | | <u>HD Supply</u> | |
|------------------|---|------------------------------|--|----------------------------|--|---------------------|--|------------------|--|
| | | Price Per Unit | Total Bid Price for Estimated Quantity | Price Per Unit | Total Bid Price for Estimated Quantity | Price Per Unit | Total Bid Price for Estimated Quantity | Price Per Unit | Total Bid Price for Estimated Quantity |
| 100 | 1" corporation stop | \$34.65 | \$3,465.00 | \$34.89 | \$3,489.00 | \$36.30 | \$3,630.00 | \$33.49 | \$3,349.00 |
| 200 | 1" curb stop | \$74.00 | \$14,800.00 | \$74.55 | \$14,910.00 | \$77.53 | \$15,506.00 | \$71.54 | \$14,308.00 |
| 500 | 5/8" x 3/4" x 3/4" coupling | \$6.81 | \$3,405.00 | \$7.00 | \$3,500.00 | \$7.14 | \$3,570.00 | \$6.59 | \$3,295.00 |
| 250 | 1" compression coupling | \$14.63 | \$3,657.50 | \$14.73 | \$3,682.50 | \$15.32 | \$3,830.00 | \$14.13 | \$3,532.50 |
| 10 | 1½" corporation stop | \$99.89 | \$998.90 | \$100.61 | \$1,006.10 | \$104.64 | \$1,046.40 | \$96.57 | \$965.70 |
| 20 | 1½" compression coupling | \$48.94 | \$978.80 | \$49.31 | \$986.20 | \$51.27 | \$1,025.40 | \$47.31 | \$946.20 |
| 25 | 1½" curb stop, 1½" x 1½" compression coupling | \$171.75 | \$4,293.75 | \$172.99 | \$4,324.75 | \$179.93 | \$4,498.25 | \$166.02 | \$4,150.50 |
| 10 | 2" corporation stop | \$165.21 | \$1,652.10 | \$166.40 | \$1,664.00 | \$173.07 | \$1,730.70 | \$159.70 | \$1,597.00 |
| 20 | 2" curb stop, 2" x 2" compression coupling | \$239.49 | \$4,789.80 | \$241.22 | \$4,824.40 | \$250.90 | \$5,018.00 | \$231.51 | \$4,630.20 |
| 20 | 2" compression coupling | \$66.10 | \$1,322.00 | \$66.56 | \$1,331.20 | \$69.25 | \$1,385.00 | \$63.89 | \$1,277.80 |
| 300 | Curb box, 5'6" depth | \$30.09 | \$9,027.00 | \$32.60 | \$9,780.00 | \$31.53 | \$9,459.00 | \$29.11 | \$8,733.00 |
| 200 | Curb box lid w/plug | \$9.96 | \$1,992.00 | \$10.50 | \$2,100.00 | \$10.44 | \$2,088.00 | \$9.63 | \$1,926.00 |

| | | | | | | | | | |
|-----|---|---------|-------------|---------|------------|---------|-------------|----------|-------------|
| 150 | Copper meter insetters, 5/8" x 3/4", "M" Style Insetter, 43-2-NNMD 43x403 NO LEAD | \$73.73 | \$11,059.50 | | | \$77.24 | \$11,586.00 | \$71.27 | \$10,690.50 |
| 50 | 3/4" FIP Union for copperhorn setter | \$3.82 | \$191.00 | \$3.70 | \$185.00 | \$4.00 | \$200.00 | \$3.69 | \$184.50 |
| 300 | 1" MIP union for copperhorn setter | \$6.12 | \$1,836.00 | \$5.95 | \$1,785.00 | \$6.41 | \$1,923.00 | \$5.92 | \$1,776.00 |
| 50 | 1" Full port straight curb valve, ball style 300 PSI w/lock wing mac-pak compression x 1" FIP | \$64.02 | \$3,201.00 | \$64.49 | \$3,224.50 | \$67.06 | \$3,353.00 | \$61.88 | \$3,094.00 |
| 150 | 3/4" MIP union for copperhorn insetter | \$3.82 | \$573.00 | \$3.71 | \$556.50 | \$4.00 | \$600.00 | \$3.69 | \$553.50 |
| 300 | 3/4" union nuts for copper meter insetters | \$2.99 | \$897.00 | \$2.90 | \$870.00 | \$3.14 | \$942.00 | \$2.89 | \$867.00 |
| 100 | 1" x 3/4" Brass Bushings | \$3.21 | \$321.00 | \$3.40 | \$340.00 | | | \$3.00 | \$300.00 |
| 50 | 3/4" x 2 1/2" meter couplings, 3/4 ribbed tail piece | \$6.81 | \$340.50 | \$7.00 | \$350.00 | \$7.14 | \$357.00 | \$6.59 | \$329.50 |
| 200 | 1" x 2 5/8" meter coupling, ribbed tail piece | \$10.50 | \$2,100.00 | \$12.00 | \$2,400.00 | \$11.00 | \$2,200.00 | \$10.15 | \$2,030.00 |
| 200 | 3/4" FIP ball valve, full port | \$8.84 | \$1,768.00 | \$7.30 | \$1,460.00 | | | \$34.86 | \$6,972.00 |
| 100 | 1 1/2" female flanged coupling | \$30.36 | \$3,036.00 | \$31.45 | \$3,145.00 | \$31.80 | \$3,180.00 | \$29.34 | \$2,934.00 |
| 100 | 1" Full port angle curb valves, ball style 300 PSI lockwing with Mac-Pak Compression X 1" FIP | \$72.94 | \$7,294.00 | \$66.40 | \$6,640.00 | \$76.42 | \$7,642.00 | \$70.51 | \$7,051.00 |
| 50 | Regular Pattern Ball Valve 300 PSI, 3/4" full port ball valve FIP x FIP | \$36.06 | \$1,803.00 | \$37.34 | \$1,867.00 | \$37.77 | \$1,888.50 | \$34.86 | \$1,743.00 |
| 50 | 2" female flanged coupling | \$39.64 | \$1,982.00 | \$41.06 | \$2,053.00 | \$41.53 | \$2,076.50 | \$38.32 | \$1,916.00 |
| 150 | 3/4" FIP gate valves | \$8.89 | \$1,333.50 | \$7.95 | \$1,192.50 | | | \$38.95 | \$5,842.50 |
| 150 | 1" FIP gate valves | \$11.85 | \$1,777.50 | \$11.90 | \$1,785.00 | | | \$57.95 | \$8,692.50 |
| 10 | 1 1/4" FIP gate valves | \$16.86 | \$168.60 | \$16.75 | \$167.50 | | | \$110.00 | \$1,100.00 |
| 20 | 1 1/2" FIP gate valves | \$21.69 | \$433.80 | \$21.40 | \$428.00 | | | \$115.00 | \$2,300.00 |
| 20 | 2" FIP gate valves | \$33.08 | \$661.60 | \$32.15 | \$643.00 | | | \$125.00 | \$2,500.00 |
| 20 | 3/4" x close brass nipple | \$1.66 | \$33.20 | \$1.50 | \$30.00 | | | \$2.79 | \$55.80 |

| | | | | | | | | | |
|----|--------------------------|--------|----------|--------|----------|--|--|--------|----------|
| 20 | 1" x close brass nipple | \$2.45 | \$49.00 | \$2.25 | \$45.00 | | | \$4.09 | \$81.80 |
| 20 | ¾" x 2" brass nipple | \$2.09 | \$41.80 | \$2.00 | \$40.00 | | | \$2.27 | \$45.40 |
| 20 | ¾" x 2 ½" brass nipple | \$2.41 | \$48.20 | \$2.20 | \$44.00 | | | \$2.66 | \$53.20 |
| 20 | ¾" x 3" brass nipple | \$2.79 | \$55.80 | \$2.50 | \$50.00 | | | \$3.05 | \$61.00 |
| 20 | ¾" x 3 ½" brass nipple | \$3.13 | \$62.60 | \$2.80 | \$56.00 | | | \$3.37 | \$67.40 |
| 20 | ¾" x 4" brass nipple | \$3.64 | \$72.80 | \$3.25 | \$65.00 | | | \$3.96 | \$79.20 |
| 20 | ¾" x 4 ½" brass nipple | \$3.96 | \$79.20 | \$3.50 | \$70.00 | | | \$4.74 | \$94.80 |
| 20 | ¾" x 5" brass nipple | \$4.38 | \$87.60 | \$3.90 | \$78.00 | | | \$4.74 | \$94.80 |
| 20 | ¾" x 5 ½" brass nipple | \$4.78 | \$95.60 | \$4.25 | \$85.00 | | | \$5.78 | \$115.60 |
| 20 | ¾" x 6" brass nipple | \$5.33 | \$106.60 | \$5.00 | \$100.00 | | | \$5.78 | \$115.60 |
| 20 | 1" x 2" brass nipple | \$3.01 | \$60.20 | \$2.70 | \$54.00 | | | \$3.24 | \$64.80 |
| 20 | 1" x 2½" brass nipple | \$3.51 | \$70.20 | \$3.15 | \$63.00 | | | \$3.83 | \$76.60 |
| 20 | 1" x 3" brass nipple | \$4.05 | \$81.00 | \$3.60 | \$72.00 | | | \$4.41 | \$88.20 |
| 20 | 1" x 3 ½" brass nipple | \$4.69 | \$93.80 | \$4.20 | \$84.00 | | | \$5.06 | \$101.20 |
| 20 | 1" x 4" brass nipple | \$5.28 | \$105.60 | \$4.70 | \$94.00 | | | \$5.71 | \$114.20 |
| 20 | 1" x 4 ½" brass nipple | \$5.89 | \$117.80 | \$5.25 | \$105.00 | | | \$7.14 | \$142.80 |
| 20 | 1" x 5" brass nipples | \$6.51 | \$130.20 | \$5.80 | \$116.00 | | | \$7.14 | \$142.80 |
| 20 | 1" x 5 ½" brass nipples | \$7.13 | \$142.60 | \$6.30 | \$126.00 | | | \$7.14 | \$142.80 |
| 20 | 1" x 6" brass nipple | \$7.78 | \$155.60 | \$6.90 | \$138.00 | | | \$8.44 | \$168.80 |
| 20 | 1½" x close brass nipple | \$4.80 | \$96.00 | \$4.25 | \$85.00 | | | \$5.19 | \$103.80 |

| | | | | | | | | | |
|------|---|----------|------------|---------|----------|----------|------------|----------|------------|
| 20 | 1 ½" x 3" brass nipple | \$7.11 | \$142.20 | \$6.30 | \$126.00 | | | \$7.79 | \$155.80 |
| 20 | 1½" x 4" brass nipple | \$9.26 | \$185.20 | \$8.25 | \$165.00 | | | \$10.07 | \$201.40 |
| 10 | 1 ½" x 5" brass nipple | \$11.51 | \$115.10 | \$10.25 | \$102.50 | | | \$12.67 | \$126.70 |
| 10 | 1½" x 6" brass nipple | \$13.69 | \$136.90 | \$12.25 | \$122.50 | | | \$14.92 | \$149.20 |
| 20 | 2" x close brass nipple | \$7.31 | \$146.20 | \$6.50 | \$130.00 | | | \$8.12 | \$162.40 |
| 10 | 2" x 6" brass nipple | \$17.59 | \$175.90 | \$15.60 | \$156.00 | | | \$19.47 | \$194.70 |
| 10 | 2" x 9" brass nipple | \$26.18 | \$261.80 | \$25.00 | \$250.00 | | | \$24.00 | \$240.00 |
| 10 | 2" x 12" brass nipple | \$34.68 | \$346.80 | \$32.00 | \$320.00 | | | \$30.00 | \$300.00 |
| 5000 | 5/8" Meter Washers | \$0.10 | \$500.00 | \$0.15 | \$750.00 | \$0.20 | \$1,000.00 | \$0.16 | \$800.00 |
| 1000 | 1" Meter Washers | \$0.20 | \$200.00 | \$0.18 | \$180.00 | \$0.25 | \$250.00 | \$0.20 | \$200.00 |
| 20 | 1 ½" Adjustable MNPT Oval Meter Flange, | \$196.93 | \$3,938.60 | \$36.55 | \$731.00 | \$206.31 | \$4,126.20 | \$190.36 | \$3,807.20 |
| 20 | 2" Adjustable MNPT Oval Meter Flange, | \$254.42 | \$5,088.40 | \$46.35 | \$927.00 | \$266.53 | \$5,330.60 | \$245.00 | \$4,900.00 |
| 20 | 1" Brass Threaded Couplings | \$4.89 | \$97.80 | \$5.08 | \$101.60 | | | \$6.19 | \$123.80 |
| 10 | 2" x 1" brass bushings | \$12.50 | \$125.00 | \$13.20 | \$132.00 | | | \$11.89 | \$118.90 |
| 10 | 1 ½" x 1" brass bushings | \$6.57 | \$65.70 | \$7.25 | \$72.50 | | | \$14.27 | \$142.70 |
| 300 | Curb Box Plug 1 ¼" – MEPLG 1 ¼ Brass Plug | \$2.65 | \$795.00 | \$2.75 | \$825.00 | \$2.77 | \$831.00 | \$2.56 | \$768.00 |
| 25 | 1" NIBCO Full Port Ball Valve | \$13.03 | \$325.75 | \$1.00 | \$2.00 | | | \$22.95 | \$573.75 |
| 25 | ¾" NIBCO Full Port Ball Valve | \$8.84 | \$221.00 | \$8.00 | \$200.00 | | | \$13.95 | \$348.75 |
| 300 | 1 ½" Drop In Gaskets for 1 ½" Flanged Meter | \$0.63 | \$189.00 | \$1.75 | \$525.00 | \$1.83 | \$549.00 | \$2.57 | \$771.00 |
| 300 | 2" Drop In Gaskets for 2" Flanged Meter | \$0.75 | \$225.00 | \$2.00 | \$600.00 | \$2.08 | \$624.00 | \$1.69 | \$507.00 |

| | | | | | | | | | |
|------|---|---------|----------|---------|----------|---------|----------|----------|------------|
| 5 | 2" x 1 1/2" Brass Bushings | \$10.13 | \$50.65 | \$11.70 | \$58.50 | | | \$11.04 | \$55.20 |
| 5 | 1 1/2" x 3/4" Brass Bushings | \$8.36 | \$41.80 | \$7.00 | \$35.00 | | | \$9.09 | \$45.45 |
| 20 | Meter IDLER Bar Replace 5/8" x 3/4" Meter | \$13.38 | \$267.60 | \$13.60 | \$272.00 | \$14.01 | \$280.20 | \$12.93 | \$258.60 |
| 20 | Meter IDLER Bar Replace 1" Meter | \$26.29 | \$525.80 | \$26.70 | \$534.00 | \$27.54 | \$550.80 | \$25.41 | \$508.20 |
| 50 | AY McDonald 5/8" x 3/4" meter to 1" meter adapter | \$8.73 | \$436.50 | \$8.10 | \$405.00 | \$9.14 | \$457.00 | \$8.43 | \$421.50 |
| 12 | AY McDonald Converts 1" meter to 2" flanged meter | \$51.84 | \$622.08 | \$53.70 | \$644.34 | \$54.31 | \$651.72 | \$50.04 | \$600.48 |
| 12 | AY McDonald Converts 1" meter to 1 1/2" flanged meter | \$50.65 | \$607.80 | \$52.46 | \$629.52 | \$53.00 | \$636.00 | \$48.96 | \$587.52 |
| 12 | AY McDonald Converts 1 1/2" meter to 2" flanged meter | \$68.58 | \$822.96 | \$77.26 | \$927.06 | \$71.84 | \$862.08 | \$66.28 | \$795.36 |
| 20 | 3/4" Brass 90's | \$3.88 | \$77.60 | \$5.98 | \$119.60 | | | \$4.28 | \$85.60 |
| 20 | 3/4" Brass Threaded couplings | \$3.14 | \$62.80 | \$4.85 | \$97.00 | | | \$3.44 | \$68.80 |
| 30 | 2" Brass Pentagon Stopbox Cap Plugs (plugs only) | \$6.89 | \$206.70 | \$7.30 | \$219.00 | \$7.22 | \$216.60 | \$6.69 | \$200.70 |
| 30 | 1 1/4" Stopbox Caps With Brass Plugs | \$9.96 | \$298.80 | \$10.50 | \$315.00 | | | \$9.67 | \$290.10 |
| 30 | 1 1/4" Stopbox lid with plug | \$9.96 | \$298.80 | \$10.50 | \$315.00 | \$10.44 | \$313.20 | \$9.67 | \$290.10 |
| 30 | 2" Stopbox lid with plug | \$13.37 | \$401.10 | \$13.99 | \$419.70 | \$14.00 | \$420.00 | \$6.69 | \$200.70 |
| 5 | 2" Brass THD Coupling | \$17.08 | \$85.40 | \$16.16 | \$80.80 | | | \$18.17 | \$90.85 |
| 5 | 2" x 1.5" Brass THD Bushing | \$10.38 | \$51.90 | \$10.00 | \$50.00 | | | \$11.04 | \$55.20 |
| 12 | 2" Meter Flange THD | \$34.13 | \$409.56 | \$45.33 | \$543.96 | | | \$195.00 | \$2,340.00 |
| 6 | 1.5" Meter Flange THD | \$27.63 | \$165.78 | \$33.98 | \$203.88 | | | \$144.96 | \$869.76 |
| 20 | 1" Brass 90's | \$5.99 | \$119.80 | \$6.00 | \$120.00 | | | \$6.49 | \$129.80 |
| 5000 | 5/8" x 3/4" gaskets | \$0.10 | \$500.00 | \$0.15 | \$750.00 | | | \$0.16 | \$800.00 |

| | | | | | | | | | |
|----|--|-----|---------------------|-----|--------------------|-----|---------------------|----------|---------------------|
| 50 | 1'' angle valve(1''compression to 1'' female THD) | | | | | | | \$137.00 | \$6,850.00 |
| | Total Bid for Estimated Quantity | | \$112,279.03 | | \$95,447.61 | | \$105,833.15 | | \$141,732.72 |
| | PERCENTAGE DISCOUNT FROM PRICES FOR OTHER MISC. BRASS (OTHER THAN LISTED ABOVE) | 48% | | 40% | Ford Only | 35% | | 0% | |
| | PERCENTAGE DISCOUNT FROM PRICES FOR SUPPLIES (OTHER THAN THOSE LISTED ABOVE) | 48% | | 0% | | 25% | | 0% | |
| | MINIMUM POUND DELIVERY REQUIRED PER ORDER | | | 0 | | 50 | | | |
| | NUMBER OF DAYS REQUIRED FOR DELIVERY FROM DATE OF RECEIPT OF PURCHASE ORDER | 7 | | 7 | | 7 | | | |
| | IS THERE A LOCATION WITHIN 15 MILES OF THE CITY LIMITS THAT IS AVAILABLE FOR 24-HOUR EMERGENCY PURCHASES | No | | Yes | | Yes | | Yes | |

STAFF REPORT

Date: April 15, 2014

Subject: Parks and Recreation Brochure Printing Services

From: Rebecca Rynbrandt, Director of Community Services

Cc: Laura L. Waltz, Printing Sales Manager, The Pioneer Group

Meeting Date: April 21, 2014

RECOMMENDATION:

It is recommended that the City Council approve a contract for Parks and Recreation Brochure Printing Services with low bidder The Pioneer Group. (3-Year Contract)

SUSTAINABILITY CRITERIA:

Environmental Quality - Our Parks and Recreation Department provides over 200 health, wellness, athletic, education, and leisure opportunities through programs, park space, and facility reservations. Marketing of programs and services through the brochure fosters environmental stewardship of our natural resources and service enhancements which create, maintain, and strengthen our community's quality of life – creating a community where people want to live, work, and play.

Social Equity - Our programs and services create community for individuals and neighborhoods by fostering connections for families and friends while building strong minds and bodies. The brochure brings awareness of scholarships; free and low-cost, high quality programs enabling all citizens to have the opportunity to partake in activities.

Economic Strength - The ability to market the opportunities provided by the department ensures that we maximize the community's investments of its dedicated Parks and Recreation Operational Millage. Program income provides for enhanced services, allowing for expanded programs, and subsidies for low-cost and free programming for at-risk youth and family events. Additionally, participation in department programs, spending a day at a park or attending a party at a park lodge also has an impact on local businesses through purchases of equipment and supplies needed to participate fully.

DISCUSSION:

Our Request for Proposal process resulted in nine submittals, one hundred twenty six invitations to bid were sent to prospective bidders. The Pioneer Group's bid came in two to four times less expensive than any of the other bids, while still able to meet the level of quality that we expect based on samples provided. They also have experience with printing similar pieces, as they

currently serve as the printer of the City of Kentwood Parks and Recreation Department's seasonal brochures. This bid award would cover printing of three brochures a year, beginning with the 2014 Fall edition, and ending with the 2017 Spring/Summer edition.

Awarding of this bid will allow the department to continue to produce and distribute this important piece to the community three times a year. Through yearly surveys, the department has found that the seasonal brochure is the most effective and desired means of receiving information on the different opportunities offered by the department.

BUDGET IMPACT:

The cost for the Parks and Recreation Seasonal Brochure on 50# uncoated paper will be based on the number of pages required for each brochure not to exceed \$4,650 per brochure or a total of \$13,950 per year for all three contract years.

Sufficient funds are available in the Parks and Recreation Administration Printing & Advertising account #208-752-752.00-900.000.

CITY OF WYOMING, MICHIGAN
 TABULATION OF BIDS – PARKS AND RECREATION BROCHUE PRINTING SERVICES

Opened By City Clerk On April 8, 2014 At 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm through completion of bid.

| | | 1 st Year | | | 2nd Year | | | 3rd Year | | |
|---|----|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| | | Total Bid Price for 30,000 |
| The Pioneer Group | 24 | \$3,750.00 | \$3,750.00 | \$3,750.00 | \$3,750.00 | \$3,750.00 | \$3,750.00 | \$3,750.00 | \$3,750.00 | \$3,750.00 |
| | 28 | | | | | | | | | |
| | 32 | \$4,650.00 | \$4,650.00 | \$4,650.00 | \$4,650.00 | \$4,650.00 | \$4,650.00 | \$4,650.00 | \$4,650.00 | \$4,650.00 |
| Precision Data Products | 24 | \$ 11,016.00 | \$ 11,016.00 | \$ 11,016.00 | \$ 11,265.00 | \$ 11,265.00 | \$ 11,265.00 | \$ 11,430.00 | \$ 11,430.00 | \$ 11,430.00 |
| | 28 | \$ 13,860.00 | \$ 13,860.00 | \$ 13,860.00 | \$ 14,175.00 | \$ 14,157.00 | \$ 14,175.00 | \$ 14,340.00 | \$ 14,340.00 | \$ 14,340.00 |
| | 32 | \$ 13,953.00 | \$ 13,953.00 | \$ 13,953.00 | \$ 14,274.00 | \$ 14,274.00 | \$ 14,274.00 | \$ 14,460.00 | \$ 14,460.00 | \$ 14,460.00 |
| Wolverine Printing Company | 24 | \$ 12,300.00 | \$ 12,300.00 | \$ 12,300.00 | \$ 12,300.00 | \$ 12,300.00 | \$ 12,300.00 | \$ 12,423.00 | \$ 12,423.00 | \$ 12,423.00 |
| | 28 | \$ 14,400.00 | \$ 14,400.00 | \$ 14,400.00 | \$ 14,400.00 | \$ 14,400.00 | \$ 14,400.00 | \$ 14,544.00 | \$ 14,544.00 | \$ 14,544.00 |
| | 32 | \$ 16,200.00 | \$ 16,200.00 | \$ 16,200.00 | \$ 16,200.00 | \$ 16,200.00 | \$ 16,200.00 | \$ 16,362.00 | \$ 16,362.00 | \$ 16,362.00 |
| Wolverine Printing Company (Alternate Bid) | 24 | \$8,940.00 | \$8,940.00 | \$8,940.00 | \$8,940.00 | \$8,940.00 | \$8,940.00 | \$9,029.40 | \$9,029.40 | \$9,029.40 |
| | 28 | \$ 11,100.00 | \$ 11,100.00 | \$ 11,100.00 | \$ 11,100.00 | \$ 11,100.00 | \$ 11,100.00 | \$ 11,211.00 | \$ 11,211.00 | \$ 11,211.00 |
| | 32 | \$ 11,940.00 | \$ 11,940.00 | \$ 11,940.00 | \$ 11,940.00 | \$ 11,940.00 | \$ 11,940.00 | \$ 12,059.40 | \$ 12,059.40 | \$ 12,059.40 |
| Ricoh | 24 | \$ 15,400.00 | \$ 15,400.00 | \$ 15,400.00 | \$ 15,400.00 | \$ 15,400.00 | \$ 15,400.00 | \$ 15,400.00 | \$ 15,400.00 | \$ 15,400.00 |
| | 28 | \$ 17,200.00 | \$ 17,200.00 | \$ 17,200.00 | \$ 17,200.00 | \$ 17,200.00 | \$ 17,200.00 | \$ 17,200.00 | \$ 17,200.00 | \$ 17,200.00 |
| | 32 | \$ 19,700.00 | \$ 19,700.00 | \$ 19,700.00 | \$ 19,700.00 | \$ 19,700.00 | \$ 19,700.00 | \$ 19,700.00 | \$ 19,700.00 | \$ 19,700.00 |
| Johnston Lithograph, Inc. | 24 | \$8,469.00 | \$8,469.00 | \$8,469.00 | \$8,469.00 | \$8,469.00 | \$8,469.00 | \$8,469.00 | \$8,469.00 | \$8,469.00 |
| | 28 | \$ 10,246.00 | \$ 10,246.00 | \$ 10,246.00 | \$ 10,246.00 | \$ 10,246.00 | \$ 10,246.00 | \$ 10,246.00 | \$ 10,246.00 | \$ 10,246.00 |
| | 32 | \$ 10,502.00 | \$ 10,502.00 | \$ 10,502.00 | \$ 10,502.00 | \$ 10,502.00 | \$ 10,502.00 | \$ 10,502.00 | \$ 10,502.00 | \$ 10,502.00 |
| Intermountain Color DBA Signature Offset | 24 | \$7,161.60 | \$1,761.60 | \$7,161.60 | \$7,305.00 | \$7,305.00 | \$7,305.00 | \$7,451.10 | \$7,451.10 | \$7,451.10 |
| | 28 | \$8,334.00 | \$8,334.00 | \$8,334.00 | \$8,500.50 | \$8,500.50 | \$8,500.50 | \$8,670.60 | \$8,760.60 | \$8,760.56 |
| | 32 | \$9,141.00 | \$9,141.00 | \$9,141.00 | \$9,324.00 | \$9,324.00 | \$9,324.00 | \$9,510.30 | \$9,510.30 | \$9,510.10 |
| K.B. Offset Printing, Inc. | 24 | \$7,830.00 | \$7,910.00 | \$7,990.00 | \$7,995.00 | \$8,075.00 | \$8,155.00 | \$8,190.00 | \$8,275.00 | \$8,355.00 |
| | 28 | \$9,280.00 | \$9,375.00 | \$9,470.00 | \$9,475.00 | \$9,540.00 | \$9,620.00 | \$9,665.00 | \$9,760.00 | \$9,865.00 |
| | 32 | \$9,870.00 | \$9,970.00 | \$ 10,060.00 | \$ 10,115.00 | \$ 10,205.00 | \$ 10,295.00 | \$ 10,320.00 | \$ 10,425.00 | \$ 10,530.00 |
| Horizon Concepts | 24 | \$8,408.40 | \$8,408.40 | \$8,703.38 | \$8,703.38 | \$8,703.38 | \$8,899.38 | \$8,899.38 | \$8,899.38 | \$9,095.38 |
| | 38 | \$ 11,015.20 | \$ 11,015.20 | \$ 11,309.20 | \$ 11,309.20 | \$ 11,309.20 | \$ 11,505.20 | \$ 11,505.20 | \$ 11,505.20 | \$ 11,701.20 |
| | 32 | \$9,692.20 | \$9,692.20 | \$9,986.20 | \$9,986.20 | \$9,986.20 | \$ 10,182.20 | \$ 10,182.20 | \$ 10,182.20 | \$ 10,378.20 |

ORDINANCE NO. 7-14

AN ORDINANCE TO AMEND SECTIONS 14-179 AND 14-182
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 14-179 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 14-179. Requirements for Tavern, class C, class A-Hotel and class B-Hotel licenses.

- (1) The requirements for class C and tavern licenses shall be as follows:
 - (a) All licenses shall be operated in conjunction with a restaurant as a unit, and there shall be no separation of ownership between the license and the restaurant business. The primary business shall be that of the restaurant, which shall mean that more than 50 percent of the gross income shall be derived from the restaurant business, exclusive of alcohol sales. All licensees who as of January 1, 1980, do not have a restaurant business in conjunction with the license are hereby excluded from the provisions of this subsection. Those licensees who have a restaurant in conjunction with their business are hereby included in this subsection. On or before January 30 of each year, all licensees shall submit to the city clerk an annual report showing the total restaurant sales and the total sales from alcoholic beverages and such other information as may be necessary for the city to be able to determine whether or not the licensee is complying with this subsection.
 - (b) The dining area shall have an interior seating capacity to serve a minimum of 50 persons calculated using 15 square feet per person.
 - (c) Counter space or bar space for the dispensing of alcoholic beverages shall not exceed 20 percent of the seating capacity for all dining areas.
 - (d) The combined kitchen and food storage facilities shall have a square footage equal to at least 50 percent of the square footage for all dining areas.
 - (e) An architectural or engineered scaled floor plan verifying the above shall be provided with the request for a liquor license.

(2) All motels and hotels selling alcoholic liquor for consumption on the premises with either a class A-Hotel or a class B-Hotel license shall contain 60 or more guestrooms and shall provide a lounge serving a minimum of 25 persons calculated at 15 square feet per person.

Section 2. That Section 14-182 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 14-182. Application procedure.

(a) Prior to filing an application with the state liquor control commission for a license to sell alcoholic beverages for consumption on the premises, such applicant shall first make a request for approval to the city upon forms provided by the city clerk. Such forms shall be filed with the city clerk. The application fee to be paid at the time of filing shall be determined by the city council by resolution. If the application is for a place of business in a district mentioned in section 14-178, it shall be accompanied by the written consent required by section 14-178 before it shall be transmitted by the city clerk to the city council and before any action shall be taken thereon.

(b) Upon receipt of such application, the city clerk shall transmit the application to the development review team. The development review team shall provide a recommendation to the city council for all requests. Consideration shall be given to neighborhood character, use type, type of activities, hours of operation, public safety resources, and the secondary effects resulting from such uses that must be taken into consideration during the alcohol licensing process. The city clerk shall also transmit such application to the city treasurer, who shall endorse thereon a statement as to whether the applicant is in default to the city in connection with the payment of any taxes or other obligations.

(c) Following the endorsements by the development review team and the city treasurer, the city clerk shall transmit the application to the city council. If the city council determines that additional information is required from the adjoining neighborhood to evaluate the request, a public hearing will be held with notifications provided to all property owners of record, and occupants of buildings, within 300 feet of the property. Such notices shall be sent at least 15 days prior to the public hearing. The city council may deny an application if the applicant has not conformed with the provisions of this article.

Section 3. 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. 7-14

4/21/14
JRS/sak

ORDINANCE NO. 8-14

AN ORDINANCE TO AMEND SECTION 2-252
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 2-252 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 2-252. Posting of notices inviting bids or proposals.

Whenever notice inviting bids or proposals are required, this section shall govern. Notice inviting bids shall be posted on the city website or such other electronic media as may be authorized by resolution of the city council, at least five days preceding the last day set for the receipt of the proposals. The posting shall include a general description of the articles to be purchased or sold, shall state where bid blanks and specifications may be secured and the time and place for opening bids.

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. 8-14

WDD
4/21/14

ORDINANCE NO. 9-14

AN ORDINANCE TO ADD SECTIONS 86-362, 86-363
AND 86-364 AND TO AMEND SECTIONS 86-352
AND 86-463 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 86-362 is hereby added to the Code of the City of Wyoming to read as follows:

Sec. 86-362. Certificate of Completion.

No final plat approval or certificate of occupancy shall be issued until all drainage facilities have been completed in accordance with the approved drainage plan and certified as completed in accordance with the approved drainage plan by a registered professional engineer or registered land surveyor on a form satisfactory to the city; provided, however that the city may issue a temporary certificate of completion.

Section 2. That Section 86-363 is hereby added to the Code of the City of Wyoming to read as follows:

Sec. 86-363. Building Openings.

No building opening shall be constructed below the minimum building opening elevation established at the time of plat or development approval. Upon completion of construction of the structure's foundation and/or slab on grade, a registered professional engineer or registered land surveyor shall certify that all building opening elevations comply with this requirement. The builder shall submit said certificate to the city building official prior to the commencement of framing and/or structural steel placement. If the engineer or surveyor find building opening elevations below the allowed minimum building opening elevation, the affected openings shall be raised using a method satisfactory to the city. After reconstruction, the engineer or surveyor shall recertify that all building opening elevations comply with the above requirement prior to the commencement of framing and/or structural steel placement.

Section 3. That Section 86-364 is hereby added to the Code of the City of Wyoming to read as follows:

Sec. 86-364. Interference with Natural or Artificial Drainage Way.

No person shall stop, fill, dam, confine, pave, alter the course of, or otherwise interfere with any natural or constructed drain or drainage way without first obtaining approval from the city. This includes the placement of fences, above-surface vegetation, yard waste, bark mulch and other floatable landscape material. This shall not prohibit, however, necessary emergency action so as to prevent or mitigate drainage that would be injurious to public health, safety or welfare.

Section 4. That Section 86-352 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 86-352. Applicability of article; exemptions.

This article shall apply to any action on a development site within the city which requires approval of a plat or site plan, or which will alter stormwater drainage characteristics of the development site. Provided, however, that this article, except for Sections 86-363 and 86-364, shall not apply to the construction of, or additions, extensions or modifications to, individual single-family or two-family detached residential structures.

Section 5. That Section 86-436 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 86-436. Adoption by reference.

The standard design criteria for stormwater management as published by the Kent County Drain Commissioner is hereby adopted by reference as part of this article.

Section 6. 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. 9-14