

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, JUNE 15, 2015, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Dock Ministries
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of June 1, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
    1. MIAM Inspector of the Year Award to Jerry Payne
    2. Wyoming Department of Public Safety Citizen Awards
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
    1. Letter and Talking Points from Rental Property Owners Association
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

  - a) To Reappoint Members to the Historical Commission and Planning Commission for the City of Wyoming
  - b) To Confirm the Reappointment of Bruce Robey as a Member of the Housing Commission for the City of Wyoming
  - c) To Reappoint Members to Boards, Commissions and Committees for the City of Wyoming
  - d) To Reappoint James Carmody as a Representative of the City of Wyoming on the Board of the EMS Consortium Partnership
  - e) In Support of a West Michigan Non-Motorized Trail
- 15) Resolutions**
  - f) To Exercise the Right of First Refusal to Acquire Tax Foreclosed Properties from Kent County for a Declared Public Purpose

- g) To Enter into a Development Agreement with the Kent County Land Bank Authority for the Transfer of Property
- h) To Amend Section 6.11 of the City Council Policy Manual
- i) To Amend Section 7.01 of the City Council Policy Manual
- j) To Amend the Council Policy Manual by Adding Section 11 – Freedom of Information Act Policy and Guidelines
- k) To Authorize the Mayor and City Clerk to Enter into Cooperative 21<sup>st</sup> Century Community Learning Center Agreements with Wyoming Public Schools (Cohorts G, H, I-1, and I-2)

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

- l) To Authorize the Purchase of Aluminum Sign Blanks
- m) To Accept a Quotation from T&W Electronics Inc. for the Purchase of Portable Radios and Pagers
- n) To Accept a Proposal from Nye Uniform to Extend the Bid for Public Safety Department (Police & Fire) Uniform Clothing Items
- o) For Award of Bids
  - 1. Chemicals for the Water Treatment Plant
  - 2. Chemicals for the Clean Water Plant
  - 3. Waterworks Fittings
  - 4. Firefighter Coats & Bunker Pants

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

**20) Closed Session** (as necessary)

**21) Adjournment**



Wyoming City Council  
1155 28th St SW  
Wyoming, MI 49509

RE: Pre-Auction Sales to the Land Bank

Dear Council Members:

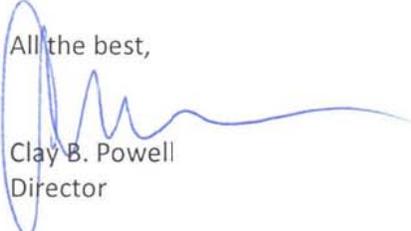
Now that Kent County has wisely reversed their decision to sell tax foreclosed properties to the Kent County Land Bank prior to public auction, the RPOA would like to respectfully request that each municipality consider the same course of action.

The RPOA believes that the Kent County Land Bank's purpose should be to focus on the acquisition and redevelopment of property that has become economically challenging. It should not be in the business of competing directly with the public for properties that are market or near market ready.

If the Land Bank chooses to acquire tax foreclosed properties, it should do so after the first auction takes place. This will preclude the Land Bank from acquiring property that might be purchased by viable investors at prices closer to market value.

We thank you for your time and consideration of the RPOA's position.

All the best,



Clay B. Powell  
Director

## Land Bank Talking Points

*“Successful land bank programs revitalize blighted neighborhoods and direct reinvestment back into these neighborhoods to support their long-term community vision.”* Source: Jessica de Wit, Revitalizing Blighted Communities with Land Banks.

The Kent County Land Bank has veered far astray from the goal articulated above by the way it is buying and selling tax foreclosed properties. The following is a list of the various ramifications of the current practices and policies of the Land Bank:

1. The Land Bank is buying properties that are not blighted. In fact, many of the properties are in “broom ready” condition and can immediately be put back on the market under normal market conditions. The Land Bank’s listing price often far exceeds what was paid to the City of Grand Rapids—without any investment into the property before it is offered for sale. The Land Bank is simply acting as a real estate broker. Buying and selling marketable properties does not serve a public purpose.
2. The Land Bank is not encouraging “direct reinvestment” but simply acting as a middleman/broker. The sale of the properties to the Land Bank prior to the public tax auction actually prevents reinvestment that would have otherwise happened through the private sector without public funding.
3. While the Land Bank buys a significant number of non-blighted properties, it chooses not to buy properties that are clearly blighted. This is contrary to the purpose of a Land Bank.
4. The Land Bank requires that any offer include a scope of repairs and proof of funds to complete the repairs. This practice impedes ownership by most home buyers—especially low and moderate income families.
5. The selling of tax reverted properties to the Land Bank before a public auction seriously impacts affordable housing. The current practices of the Land Bank are to sell the properties obtained from the City to investors at a premium price and require the investor to make significant improvements to the property. While this sounds great on its face, this approach eliminates the potential for the development of affordable housing. In the past, tax reverted properties were purchased by investors that made the necessary repairs to bring the property up to code and then they sold the property at a reasonable price through conventional mortgages or seller financing. Or, the property was rented out at market rate rents. Under the Land Banks methodology, neither of these is possible. This has significantly contributed to the current lack of affordable housing in the Grand Rapids area.
6. The selling of tax reverted properties to the Land Bank before a public auction eliminates the possibility of the previous owner/occupant purchasing the property at the auction for back taxes and fees. In the past, most private investor participants at an auction would honor the previous owner’s request not to bid against them during the auction. With the sale of the properties to the Land Bank prior to the auction, this cannot happen. At least one previous owner had this experience from the sale to the Land Bank, i.e. they were denied an opportunity to buy their home back.
7. The selling of tax reverted properties to the Land Bank before a public auction eliminates the possibility of other citizens from purchasing a fixer-upper. In the past, potential owner-occupant homeowners would participate in the auction to buy a fixer-upper/handyman special. In some cases, a purchaser at an auction would buy the property for a family member who could not otherwise afford a home due to financial constraints. They would either give the property to the family member or sell it to them on a land contract for the amount paid at the auction. The sale of the properties before the auction prevents Kent County citizens from purchasing properties at fixer-upper rates.
8. The decision for the City of Grand Rapids to purchase the properties prior to the auction has created a significant revenue loss for Kent County. The average sale price of all properties at previous auctions was 1.7 times the taxes, fees and fines owed. A past realized loss by Kent County is estimated at \$800,000 due to the City of Grand Rapids obtaining tax reverted properties for sale to the Land Bank.
9. The Land Bank is not responsible for paying a portion of property taxes owed. Funding for the library and other services are shortchanged. In the case of the Library, lost revenue must be made up through other funding sources such as the Grand Rapids Library Foundation.
10. The Land Bank claims that they are preventing speculators from buying properties and subsequently not paying the property taxes. This, in reality, happens in a very small percentage of the cases and most often involves vacant land—not blighted housing.
11. All the above Land Bank policies and practices equates to a policy and practice of disenfranchisement of current neighborhood residents. Insensitive and ill thought out policies are destructive to the fragile

economic structure of a neighborhood where low and moderate income and minority families reside. The City of Grand Rapids is now facing one of the worst affordable housing crises in its history, in part due to the sale of properties to the Land Bank.

12. The rehabilitation of properties purchased by the Land Bank is subsidized by tax exemptions and funding secured through charitable sources which creates unfair competition within the market place and artificially inflates property values. If all foreclosed (tax or mortgage) are handled by the Land Bank under their current policy and not made available to investors to provide for low and moderate income housing, how will the County and the City provide housing for the thousands of residents that can't avoid premium rents or home prices?
13. The selection by the Land Bank of random properties in various portions of the city does not address neighborhood blight. Repairing or razing a few scattered houses throughout an entire city does not impact a neighborhood as a whole. Therefore, the Land Bank is not addressing blight.
14. The Land Bank selectively chooses who is allowed to list properties.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO REAPPOINT MEMBERS TO THE  
HISTORICAL COMMISSION AND PLANNING COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Historical Commission and Planning Commission expires on June 30, 2015.
2. It is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Historical Commission and the Planning Commission for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Historical Commission</u>	
Catherine Bueche	06/30/18
 <u>Planning Commission</u>	
David Micele	06/30/18
Anthony Woodruff	06/30/18
Rob Postema	06/30/18

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of members to the Historical Commission and the Planning Commission for the City of Wyoming to the terms so stated.

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 June 15, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF BRUCE ROBEY  
AS A MEMBER OF THE HOUSING COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Bruce Robey expires on June 30, 2015.
2. It is the recommendation of the City Manager to reappoint Bruce Robey to serve as a member of the Housing Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to reappoint Bruce Robey as a member of the Housing Commission for the City of Wyoming, Michigan for the regular term ending June 30, 2020.

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 June 15, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO REAPPOINT MEMBERS TO BOARDS, COMMISSIONS AND  
COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. Term of office for some members of various Boards, Commissions and Committees expires June 30, 2015.
2. It is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby reappoint the following named persons to serve on certain Boards, Commissions and Committees for the City of Wyoming for the terms so stated.

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Building Authority</u> Curtis Holt	06/30/2018
<u>Community Enrichment Commission</u> Brandon Simmons Vicki Briggs	06/30/2018 06/30/2018
<u>Election Commission</u> Bruce Robey	06/30/2017
<u>Parks &amp; Recreation Commission</u> Edward McGregor Douglas Broek Douglas Wustman	06/30/2018 06/30/2018 06/30/2018
<u>Retirement Board</u> Sam Bolt	06/30/2018
<u>WKTV Commission</u> Terri Rees	06/30//2018
<u>Zoning Board of Appeals</u> Rob Postema	06/30/2018

06/15/15  
Clerk/IJ

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 June 15, 2015.

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Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO REAPPOINT JAMES CARMODY AS A REPRESENTATIVE OF THE  
CITY OF WYOMING ON THE BOARD OF THE EMS CONSORTIUM PARTNERSHIP

WHEREAS:

1. The term of James Carmody as a Wyoming representative on the EMS Consortium Board of Directors expires on June 30, 2015.
2. It is the desire of the Wyoming City Council to reappoint James Carmody as a Wyoming representative to the EMS Consortium Board of Directors.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate James Carmody as a representative of the City of Wyoming on the EMS Consortium Board of Directors for a four-year term expiring June 30, 2019.

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 June 15, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION IN SUPPORT OF  
A WEST MICHIGAN NON-MOTORIZED TRAIL

WHEREAS:

1. In 2014, a citizens group representing residents, trail advocates, non-profits and local units of government from Kalamazoo, Allegan and Kent Counties came together to pursue the development of a non-motorized trail to connect the major population centers of West Michigan, Kalamazoo and Grand Rapids, and communities in between.
2. A connected regional system of non-motorized facilities will help to increase mobility choices, relieve traffic congestion, reduce air pollution and fuel consumption, promote physical activity and healthy lifestyles and improve quality of life.
3. Kalamazoo County has over 140 miles of on-road and over 50 miles of off-road improved facilities, Allegan and Barry Counties have over 170 miles of paved shoulders of bike lanes, and Kent County a network of over 150 miles off-road improved facilities, as a gap exists between these networks.
4. Non-motorized trails have been proven to have positive impacts on tourism and economic development.
5. Creation of a non-motorized regional trail requires cooperation, coordination, and partnership across municipal and county boundaries.
6. A Sturgis to Wayland non-motorized route was identified as a regional priority corridor in the *2011 Southwest Michigan Non-Motorized Plan*.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming hereby endorses the efforts of the aforementioned group to seek charitable gifts to complete the visioning and planning of a non-motorized trail to connect Kalamazoo, Allegan and Kent Counties to benefit the economy, health and fitness of citizens, recreation opportunities, tourism opportunities, the quality of life, education, and the environment.
2. That the City Council for the City of Wyoming appreciates and recognizes the efforts, the generosity and donations provided by citizens, businesses, and foundations that have made the development of the concept of a West Michigan Regional Trail possible for the enjoyment of all regional citizens and visitors.

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 June 15, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO EXERCISE THE RIGHT OF FIRST REFUSAL  
TO ACQUIRE TAX FORECLOSED PROPERTIES FROM  
KENT COUNTY FOR A DECLARED PUBLIC PURPOSE

WHEREAS:

1. Tax foreclosed properties located within the City of Wyoming as described on Attachment A, will be obtained by the City of Wyoming from Kent County, through tax acquisition, as provided in P.A. 123 of 1999, for a declared public purpose; and
2. The City of Wyoming has entered into a development agreement with the Kent County Land Bank Authority to utilize its land bank fast track authority to assemble, quiet title to property, repair, develop, and otherwise dispose of the property as a means to address slum and blight conditions, preserve property values throughout the city, while expanding affordable housing opportunities; and
3. The City of Wyoming is declaring that the tax acquisition and subsequent transfer of these properties is strengthening and revitalizing the economy of the community by encouraging the efficient and expeditious return to productive use of property; fostering the development of property and to promote economic growth; and acquiring and disposing of vacant and abandoned property in a manner which returns the property to a productive sustainable use in order to prevent blight and preserve neighborhood character.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby exercise its right of first refusal to acquire tax foreclosed property from Kent County for \$109,425.18, for the declared public purpose of eliminating slum and blight conditions, foster the development of property and to promote economic growth.

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 June 15, 2015.

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Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Exhibit A

Resolution No. \_\_\_\_\_

## FORECLOSURE LIST FOR KENT COUNTY

For 2015 Foreclosures of 2012 and prior taxes  
CITY OF WYOMING

Interest Computed As Of Foreclosure Data

PARCEL	TAX DUE	INTEREST/FEES DUE	TOTAL DUE	CURRENT SEV	TAX YEARS	DELINQUENT
41-17-02-153-019	475.55	608.31	1,083.86	6,000	2014 2013 2012	
Property Address: 1551 RATHBONE ST SW WYOMING MI						
41-17-02-153-020	4,965.70	1,606.21	6,571.91	30,400	2014 2013 2012	
Property Address: 1543 RATHBONE ST SW WYOMING MI						
41-17-02-178-024	10,303.43	2,113.19	12,416.62	29,200	2014 2013 2012	
Property Address: 1210 MARQUETTE ST SW WYOMING MI						
41-17-02-181-008	4,409.93	1,508.84	5,918.77	22,400	2014 2013 2012	
Property Address: 1206 WHITING ST SW WYOMING MI						
41-17-02-256-003	5,210.18	1,613.63	6,823.81	28,100	2014 2013 2012	
Property Address: 1064 RATHBONE ST SW WYOMING MI						
41-17-02-330-025	7,383.52	2,048.51	9,432.03	27,800	2014 2013 2012	
Property Address: 1629 NAGEL AVE SW WYOMING MI						
41-17-02-401-009	2,778.08	1,729.92	4,508.00	9,000	2014 2013 2012 2011 2010	
Property Address: 1106 CHICAGO DR SW WYOMING MI						
41-17-10-308-020	361.05	583.83	944.88	2,000	2014 2013 2012	
Property Address: 2540 WYOMING AVE SW WYOMING MI						
41-17-11-129-014	1,315.73	766.36	2,082.09	6,900	2014 2013 2012	
Property Address: 2104 CLEVELAND AVE SW WYOMING MI						
41-17-12-302-013	4,484.29	1,511.20	5,995.49	25,700	2014 2013 2012	
Property Address: 2512 MC KEE AVE SW WYOMING MI						
41-17-14-478-012	10,026.82	4,340.84	14,367.66	9,800	2014 2013 2012	
Property Address: 900 BRYANT ST SW WYOMING MI						
41-17-25-276-001	2,699.52	1,132.10	3,831.62	21,600	2014 2013 2012	
Property Address: 4602 WALTON AVE SW WYOMING MI						
41-17-31-326-032	1,443.99	1,313.01	2,757.00	4,500	2014 2013 2012 2011 2010	
Property Address: 4520 56TH ST SW WYOMING MI						
41-17-36-404-009	9,999.74	2,833.01	12,832.75	11,500	2014 2013 2012	
Property Address: 5720 HAUGHEY AVE SW WYOMING MI						
41-18-18-303-029	3,101.90	1,207.30	4,309.20	27,200	2014 2013 2012	
Property Address: 141 CLEMENTS ST SE WYOMING MI						

05/06/2015 08:21 AM  
BY: dnterpst

FORECLOSURE LIST FOR KENT COUNTY  
For 2015 Foreclosures of 2012 and prior taxes  
CITY OF WYOMING  
Interest Computed As Of Foreclosure Date

Page: 2/2  
DB: Real0510

PARCEL	TAX DUE	INTEREST/FEES DUE	TOTAL DUE	CURRENT SEV	TAX YEARS DELINQUENT
41-18-18-353-012	5,600.64	1,803.79	7,404.43	28,300	2014 2013 2012
Property Address: 106 35TH ST SE WYOMING MI					
41-18-19-152-035	5,218.92	1,356.11	6,575.03	27,500	2014 2013 2012
Property Address: 131 WALTER ST SE WYOMING MI					
41-18-19-152-036	915.61	654.42	1,570.03	8,000	2014 2013 2012
Property Address: 136 WALTER ST SE WYOMING MI					
PARCEL COUNT: 18	80,694.60	28,730.58	109,425.18	325,900	

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE KENT COUNTY LAND BANK AUTHORITY FOR THE TRANSFER OF PROPERTY

WHEREAS:

1. Tax foreclosed properties located within the City of Wyoming as described on Attachment A, will be obtained by the City of Wyoming from Kent County, through tax acquisition, as provided in P.A. 123 of 1999, for a declared public purpose; and
2. The City of Wyoming is declaring that the tax acquisition and subsequent transfer of this property is for the public purpose of strengthening and revitalizing the economy of the community by encouraging the efficient and expeditious return to productive use of property; fostering the development of property and to promote economic growth; and acquiring and disposing of vacant and abandoned property in a manner which returns the property to a productive sustainable use in order to prevent blight and preserve neighborhood character; and
3. By partnering with Kent County Land Bank and utilizing its land bank fast track authority to acquire, assemble, dispose of, and quiet title to property; we shall work to preserve property values throughout the City, while expanding affordable housing opportunities.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby enter into a Development Agreement with the Kent County Land Bank Authority for the transfer of property as detailed on the attached Exhibit A, for the public purpose of eliminating slum and blight conditions, foster the development of property and to promote economic growth.
2. The Mayor and City Clerk are authorized to exercise all conditional quit claim deeds to transfer all properties as detailed on the attached Exhibit A, for the total amount of \$109,425.18 for the reimbursement of City acquisition costs.

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 June 15, 2015.

ATTACHMENTS:  
 Development Agreement  
 Exhibit A

\_\_\_\_\_  
 Kelli A. VandenBerg, Wyoming City Clerk

## **DEVELOPMENT AGREEMENT TO ACQUIRE TAX FORECLOSED PROPERTY**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between Kent County Land Bank Authority, a Michigan public body corporate, 161 Ottawa NW, Suite 500, Grand Rapids, MI 49503, hereinafter called "KCLBA", and City of Wyoming, a Michigan Municipal Corporation, 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509, hereinafter called "City".

### **Recitals**

- A. The State of Michigan has amended the tax foreclosure process for the collection of delinquent real property taxes as provided in P.A. 123 of 1999.
- B. P.A. 123 allows a local government unit to acquire tax-foreclosed properties prior to the offering of foreclosed properties for sale to the general public provided the acquisition is for a public purpose. The local unit of government must pay a minimum bid price which consists of unpaid taxes, interest, penalties, interest and fees (including unpaid notice and recording costs).
- C. The public purpose served by this agreement includes, but is not limited to: strengthening and revitalizing the economy of this state and its municipalities by encouraging the efficient and expeditious return to productive use of property; fostering the development of property and to promote economic growth in this state and local units of government in this state; utilizing a land bank fast track authority to acquire, assemble, dispose of, and quiet title to property; preserving property values throughout Kent County; and acquiring and disposing of vacant and abandoned property in a manner which returns the property to a productive sustainable use in order to prevent blight and preserve neighborhood character.
- D. The City seeks to exercise its right of first refusal to acquire properties utilizing funds provided by KCLBA in escrow for the acquisition of tax-foreclosed properties located within the City of Wyoming. The KCLBA agrees to reuse the tax-foreclosed property for a public purpose as provided by the Michigan Land Bank Fast Track Act, 2003 P.A. 258, MCL 124.751-124.774, consistent with the City's Land Use Plan.
- E. The City has agreed to acquire and convey certain tax-foreclosed properties under the terms set forth below.

## **Terms and Conditions**

Now, therefore, in consideration of the mutual covenants, set forth herein, the parties agree as follows:

1. The City shall enact a resolution, declaring the acquisition of the tax foreclosed property listed on attached Exhibit A, hereinafter "Property", to be for a public purpose, and the City shall, contingent upon the KCLBA Board of Directors executing this development agreement, take the necessary steps to attempt to acquire the Property with the intent of conveying the Property to the KCLBA for a public purpose.
2. The KCLBA agrees to complete redevelopment, repurpose and or resale of the Property within eighteen (18) months of the City's conveyance. The KCLBA shall comply with all applicable housing and nuisance codes, all applicable Local, State and Federal laws and regulations, and shall submit all required plans, reports, and appeals to the City.
3. The KCLBA agrees to submit a bi-annual report detailing the property dispositions, investment and improvements made to each property, other funds leveraged and future partnership with the KCLBA will be dictated by, including but not limited to, the results presented in the report.
4. The KCLBA covenants and agrees to be bound by a final determination made by the City, or its designee, that any or all of the conditions or covenants herein set forth have been breached, and that upon thirty (30) days written notice by the City to the KCLBA of such a formal determination of breach, the agreement is deemed terminated.
5. Upon the occurrence of the events specified in Paragraphs 2 and 4, the City, its successors or assigns, may at its option, enter upon the Property or any part then remaining, and terminate the estate hereby conveyed and thereafter hold the land and improvements thereon in fee simple absolute as if this conveyance had never been made.
6. The KCLBA shall deposit no later than July 1, 2015 with the City the estimated minimum bid price for acquiring the Property as determined by the City, including any and all necessary recording fees. If said deposit is not made by July 1, 2015, the properties will not be acquired by the City and this Agreement shall become null and void with no further obligation whatsoever by the City. In addition, KCLBA agrees that it shall remit to the City within 30 days after July 1, 2015 payment for all water/sewer bills, nuisance liens, special assessments or any other costs levied against the Property that were previously due and payable, including all reasonable and customary invoices billed to the acquired Property for land based and property related services, including any invoices billed pursuant to City Code that would constitute a lien on the Property and that remain due and owing on the

Property or which were due and owing on the Property prior to the Kent County Treasurer, acting as the Foreclosing Governmental Unit pursuant to the General Property Tax Act, Public Act 206 of 1893, foreclosed on the Property for unpaid property taxes.

7. The deposited monies shall be retained by the City to reimburse the City for all of its acquisition costs, including recording fees at the time the Property is conveyed to the KCLBA, such that the City shall incur no cost whatsoever.
8. If the City fails to acquire and convey the tax-foreclosed property to the KCLBA it shall return the related monies held on deposit to the KCLBA.
9. If the City's cost to acquire and convey the Property exceeds the monies held on deposit, the KCLBA shall reimburse and pay to the City its additional incurred expenses prior to the conveyance of the Property.
10. If the City's costs to acquire and convey the Property are less than the monies held on deposit, the balance shall be returned to the KCLBA at the time of the conveyance.
11. The City is not obligated to acquire the Property, but will make reasonable efforts to do so. The City is not liable for the failure to acquire the property, or the quality or marketability of the title to any property transferred under this agreement. The City will convey its interest in the Property by quitclaim deed.
12. The City shall have no obligations to clear title or evict any persons occupying the property. The KCLBA agrees to take all steps necessary to clear title and/or evict occupants at its sole expense.
13. KCLBA agrees that it shall pay all real and personal property taxes, water/sewer bills, nuisance liens, special assessments or any other costs levied against the Property on or before the date said taxes and/or special assessments become due and payable, including all reasonable and customary invoices billed to the acquired Property for land based and property related services.
14. No party to this agreement shall have the right to assign its rights or delegate its obligations under this Agreement without the prior written consent of all other parties hereto.
15. KCLBA agrees to save and hold the City, its officers, employees, and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits or other legal proceedings instituted against any of them, directly or indirectly, arising from this Agreement.
16. KCLBA agrees to perform necessary renovations and sell them as renovated.

17. KCLBA agrees that residential properties shall be sold with deed restriction limiting the property for owner occupancy for a minimum of 5 years.

**Miscellaneous Provisions:**

- a. This Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their successors and assigns.
- b. This Agreement shall be governed by and construed according to the laws of the State of Michigan.
- c. The invalidity or unenforceability of any term or provision in this Agreement shall not affect the validity or enforceability of any of the remaining terms and provisions in the Agreement, all of which shall remain in full force and effect.
- d. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and all prior agreements with respect thereto are merged herein.
- e. This Agreement may be amended only by a written instrument signed by all parties hereto.
- f. This Agreement may be signed in one (1) or more counterparts, all of which together shall constitute one (1) and the same document.

[Rest of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF WYOMING, a  
Michigan Municipal Corporation

By: \_\_\_\_\_  
Jack A. Poll, Mayor

Attest: \_\_\_\_\_  
Kelli Vandenberg, City Clerk

STATE OF MICHIGAN)  
  )SS  
COUNTY OF KENT    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the subscriber, a Notary Public in and for said County, personally appeared Jack A. Poll, Mayor of the City of Wyoming, to me known to be the same person described in and who has executed the within instrument, and acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public, Kent County, Michigan  
My commission expires \_\_\_\_\_

KENT COUNTY LAND BANK  
AUTHORITY, a public body corporate

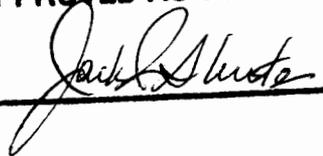
By \_\_\_\_\_  
Kenneth D. Parrish, Chairperson

STATE OF MICHIGAN)  
  )SS  
COUNTY OF KENT    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Kenneth D. Parrish, the Chairperson of Kent County Land Bank Authority, a Michigan public body corporate, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, Kent County, MI  
My Commission Expires \_\_\_\_\_

**APPROVED AS TO FORM:**



Attachment Exhibit A

## FORECLOSURE LIST FOR KENT COUNTY

For 2015 Foreclosures of 2012 and prior taxes  
CITY OF WYOMING

Interest Computed As Of Foreclosure Data

PARCEL	TAX DUE	INTEREST/FEES DUE	TOTAL DUE	CURRENT SEV	TAX YEARS	DELINQUENT
41-17-02-153-019	475.55	608.31	1,083.86	6,000	2014 2013 2012	
Property Address: 1551 RATHBONE ST SW WYOMING MI						
41-17-02-153-020	4,965.70	1,606.21	6,571.91	30,400	2014 2013 2012	
Property Address: 1543 RATHBONE ST SW WYOMING MI						
41-17-02-178-024	10,303.43	2,113.19	12,416.62	29,200	2014 2013 2012	
Property Address: 1210 MARQUETTE ST SW WYOMING MI						
41-17-02-181-008	4,409.93	1,508.84	5,918.77	22,400	2014 2013 2012	
Property Address: 1206 WHITING ST SW WYOMING MI						
41-17-02-256-003	5,210.18	1,613.63	6,823.81	28,100	2014 2013 2012	
Property Address: 1064 RATHBONE ST SW WYOMING MI						
41-17-02-330-025	7,383.52	2,048.51	9,432.03	27,800	2014 2013 2012	
Property Address: 1629 NAGEL AVE SW WYOMING MI						
41-17-02-401-009	2,778.08	1,729.92	4,508.00	9,000	2014 2013 2012 2011 2010	
Property Address: 1106 CHICAGO DR SW WYOMING MI						
41-17-10-308-020	361.05	583.83	944.88	2,000	2014 2013 2012	
Property Address: 2540 WYOMING AVE SW WYOMING MI						
41-17-11-129-014	1,315.73	766.36	2,082.09	6,900	2014 2013 2012	
Property Address: 2104 CLEVELAND AVE SW WYOMING MI						
41-17-12-302-013	4,484.29	1,511.20	5,995.49	25,700	2014 2013 2012	
Property Address: 2512 MC KEE AVE SW WYOMING MI						
41-17-14-478-012	10,026.82	4,340.84	14,367.66	9,800	2014 2013 2012	
Property Address: 900 BRYANT ST SW WYOMING MI						
41-17-25-276-001	2,699.52	1,132.10	3,831.62	21,600	2014 2013 2012	
Property Address: 4602 WALTON AVE SW WYOMING MI						
41-17-31-326-032	1,443.99	1,313.01	2,757.00	4,500	2014 2013 2012 2011 2010	
Property Address: 4520 56TH ST SW WYOMING MI						
41-17-36-404-009	9,999.74	2,833.01	12,832.75	11,500	2014 2013 2012	
Property Address: 5720 HAUGHEY AVE SW WYOMING MI						
41-18-18-303-029	3,101.90	1,207.30	4,309.20	27,200	2014 2013 2012	
Property Address: 141 CLEMENTS ST SE WYOMING MI						

05/06/2015 08:21 AM  
BY: dnterpst

FORECLOSURE LIST FOR KENT COUNTY  
For 2015 Foreclosures of 2012 and prior taxes  
CITY OF WYOMING  
Interest Computed As Of Foreclosure Date

Page: 2/2  
DB: Real0510

PARCEL	TAX DUE	INTEREST/FEES DUE	TOTAL DUE	CURRENT SEV	TAX YEARS DELINQUENT
41-18-18-353-012	5,600.64	1,803.79	7,404.43	28,300	2014 2013 2012
Property Address: 106 35TH ST SE WYOMING MI					
41-18-19-152-035	5,218.92	1,356.11	6,575.03	27,500	2014 2013 2012
Property Address: 131 WALTER ST SE WYOMING MI					
41-18-19-152-036	915.61	654.42	1,570.03	8,000	2014 2013 2012
Property Address: 136 WALTER ST SE WYOMING MI					
PARCEL COUNT: 18	80,694.60	28,730.58	109,425.18	325,900	

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AMEND SECTION 6.11 OF THE CITY COUNCIL POLICY MANUAL

WHEREAS:

1. Section 6.11 of the City Council Policy Manual, entitled Nondiscrimination Policy, identifies the specific title of the staff members who are responsible for the implementation and management of the City's Title VI Plan.
2. Changes have occurred in the staffing and the titles of the Human Resource Department necessitating an amendment to the existing Council Policy on this matter.
3. It is recommended that the City Council amend Section 6.11 of the City Council Policy Manual by changing the title of the Human Resources representative responsible for implementation and management of the City's Title VI Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby amend Section 6.11 of the City Council Policy Manual by amending the following paragraphs to read as follows:

**Organization and Staffing**

The Director of Human Resources is responsible for ensuring the implementation of the City's Title VI Plan and is responsible for the overall management of the Title VI Plan including data collection and review. Questions about the City's Title VI Plan can be directed to:

City of Wyoming  
Human Resources Department  
1155 28<sup>th</sup> Street SW  
PO Box 905  
Wyoming, MI 49509-0905

Phone: (616) 530-7241  
Fax: (616) 261-7103

The City's Director of Human Resources shall have a designated Title VI liaison for each of the special emphasis program areas listed below (if applicable):

Planning  
Project Development  
Right-of-Way  
Construction  
Research  
Public Involvement  
Compliance

The liaison shall be responsible for ensuring compliance, program monitoring, reporting, and education within their respective programs (if applicable).

06/15/2015  
Clerk/KV

All complaints will be directed to the Director of Human Resources.

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 June 15, 2015.

---

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## Staff Report

Date: June 9, 2015

Subject: Amendment of City Council Policy for Nondiscrimination Policy

From: Kelli VandenBerg, City Clerk

Meeting Date: June 15, 2015

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### Recommendation:

It is recommended that the City Council amend Section 6 of the policy manual to reflect changes in staffing and titles of those responsible for implementation and management of the City's Title VI Plan.

### Sustainability Criteria:

Environmental Quality – There is no environmental impact.

Social Equity – There is no social equity impact.

Economic Strength – There is no economic impact.

### Discussion:

Due to changes in staffing and titles in the Human Resources Department, the Council Policy Manual does not accurately identify those currently responsible for the implementation and management of the City's Title VI Plan. To ensure the Council Policy Manual is accurate, all references to Director of Administrative Services and Human Resources Supervisor will be removed. The amended version will instead use the title of Director of Human Resources as the party responsible for the City's Title VI Plan.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AMEND SECTION 7.01 OF THE CITY COUNCIL POLICY MANUAL

WHEREAS:

1. Section 7.01 of the City Council Policy Manual, entitled Act 198 Industrial Facilities Exemptions, identifies the conditions under which Wyoming may grant tax exemptions for development and redevelopment of industrial property.
2. Changes in the classification and collection of personal property tax necessitate a clarification to the existing Council Policy on this matter.
3. It is recommended that the City Council amend Section 7.01 of the City Council Policy Manual by adding a provision for personal property tax exemptions.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby amend Section 7.01 of the City Council Policy Manual by adding the following paragraph:

**Personal Property Exemptions:** Effective June 15, 2015, if personal property qualifies for an exemption under Sections 9m, 9n, or 9o of Public Act 206 of 1893 as amended, the General Property Tax Act, MCL 211.9m, 211.9n, and 211.9o, there will be no exemption under Public Act 198.

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 June 15, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

## Staff Report

Date: June 8, 2015  
Subject: Amendment of City Council Policy for Industrial Tax Exemptions  
From: Heidi A. Isakson, Deputy City Manager  
Meeting Date: June 15, 2015

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### Recommendation:

It is recommended that the City Council amend its policy on Act 198 Industrial Tax Exemptions to include language regarding personal property tax exemptions, as a result of changes to personal property taxation laws in 2014.

### Sustainability Criteria:

Environmental Quality – No environmental impact.

Social Equity – The policy for evaluating applications for industrial tax abatements helps ensure each applicant is considered against the same standards.

Economic Strength – The consideration of applications for industrial facilities tax exemption, which can encourage economic development and job growth in the City, must be balanced against the tax exemptions granted, which affect total tax revenue.

### Discussion:

In August of 2014, voters approved reforms to personal property taxation, which phases out personal property tax for most of the businesses previously considered eligible for personal property tax abatements under Act 198. Under the advice of our special legal counsel Scott Smith, the Economic Development Authority has recommended to the City Council that the IFT policy be amended to add the following paragraph:

**“Personal Property Exemptions:** Effective \_\_\_\_\_, if personal property qualifies for an exemption under Sections 9m, 9n or 9o of Public Act 206 of 1893 as amended, the General Property Tax, MCL 211.9m, 211.9n and 211.9o, there will be no exemption under Act 198.”

Such language would permit the City Council to consider tax abatement applications for the rare circumstances where qualified property is still subject to personal property tax because it does not meet one of the new exemption criteria.

The Economic Development Corporation board members reviewed the policy change at their April 21, 2015 meeting, and unanimously approved it.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AMEND THE COUNCIL POLICY MANUAL BY ADDING  
SECTION 11 – FREEDOM OF INFORMATION ACT POLICY AND GUIDELINES

WHEREAS:

1. Significant changes to Michigan’s Freedom of Information Act (FOIA) were introduced through the signing of PA 563 of 2014.
2. These changes included specific requirements to make available to the public procedures, guidelines and a written summary of the procedures and guidelines, as well as how jurisdictions may charge for the production of FOIA responses and making that information available to the public.
3. A number of items have been created or modified in order to remain compliant with the changes in FOIA, including the development of Council Policy Manual, Section 11 – Freedom of Information Act Policy and Guidelines.
4. It is recommended that the City Council amend the City Council Policy Manual by adding Section 11 – Freedom of Information Act Policy and Guidelines.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby amend the Council Policy Manual by adding Section 11 – Freedom of Information Act Policy and Guidelines.

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 June 15, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Section 11 – Freedom of Information Act Policy and Guidelines

## Staff Report

Date: June 9, 2015  
Subject: Add Section 11 – FOIA to the Council Policy Manual  
From: Kelli VandenBerg, City Clerk  
Meeting Date: June 15, 2015

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### Recommendation:

It is recommended that the City Council add Section 11 – Freedom of Information Act Policy and Guidelines to the policy manual to address changes introduced by Public Act 563 of 2014. Adding this section to the Council Policy Manual will ensure the City is compliant when these changes take effect on July 1, 2015.

### Sustainability Criteria:

Environmental Quality – There is no environmental impact.

Social Equity – Adding this policy will fulfill the City's obligation to educate the public regarding the Freedom of Information Act practices at the City of Wyoming and protects and promotes equal access to public records.

Economic Strength – There is no economic impact.

### Discussion:

Through Public Act 563 of 2014, numerous changes were introduced to Michigan's Freedom of Information Act. Personnel from the City Clerk's Office and the Records Division of the Police Department worked to develop the necessary documents to keep Wyoming compliant when these changes take effect on July 1, 2015. In addition to adding this section to the City Council Policy Manual, staff will work to implement other requirements of this public act, including making the policy and guidelines available in print and online and updating the current fee structure for fulfilling a FOIA request and providing FOIA materials.

## Section 11 – Freedom of Information Act Policy and Guidelines

### 11.01 Freedom of Information Act

Consistent with Public Act 563 of 2014, which amended the Michigan Freedom of Information Act (FOIA), the following is the Written Policy and Guidelines for the City of Wyoming.

#### Appointment of FOIA Coordinator

In accordance with Section 6 of the Freedom of Information Act (FOIA), MCL 15.236, the City has appointed a FOIA Coordinator, as well as designees. The names of the FOIA Coordinator and designees are available from the City Clerk's Office.

#### Submission of FOIA Request

FOIA requests to the City of Wyoming may be submitted by email or mail to:

Email: [clerk\\_info@wyomingmi.gov](mailto:clerk_info@wyomingmi.gov)

Mail: City of Wyoming  
Attn: FOIA Coordinator  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

Requests can also be faxed to (616)530-7200 or submitted on the City of Wyoming website at [www.wyomingmi.gov](http://www.wyomingmi.gov)

FOIA requests specifically directed to the Department of Public Safety may be submitted by email or mail to:

Email: [pd\\_info@wyomingmi.gov](mailto:pd_info@wyomingmi.gov)

Mail: Wyoming Department of Public Safety  
Attn: FOIA Coordinator  
2300 DeHoop Ave SW  
Wyoming, MI 49509

FOIA requests specifically directed to the Public Safety Department can also be faxed to (616)261-3527 or submitted on the City of Wyoming website at [www.wyomingmi.gov](http://www.wyomingmi.gov)

All FOIA requests should include the name, telephone number and mailing address of the requestor. An email address should also be included if applicable.

#### Immediately Forward FOIA Request

Any employee of the City of Wyoming who receives a written request for a public record must immediately forward that request to the Freedom of Information Coordinator at [clerk\\_info@wyomingmi.gov](mailto:clerk_info@wyomingmi.gov) or appropriate Public Safety designee at [pd\\_info@wyomingmi.gov](mailto:pd_info@wyomingmi.gov)

If a City employee receives an electronic written request for a public record that is delivered to a spam or junk-mail folder the employee must record the date and time the written request was delivered to the spam or junk-mail folder and date and time the employee first became aware of the written request. The employee must forward those dates and times to the FOIA Coordinator (or designee) with the written request.

#### Request Response Time

The City may extend the time for responding by an additional ten (10) business days by notifying the requestor in writing of the reason for the extension and the new due date (MCL 15.235(2)(d) and (6)). Due to the short statutory time period within which the City must issue a written response to the FOIA request, it is imperative that there be no delay in complying with the City's procedures and guidelines.

#### Response to a FOIA Request

Only the City's FOIA Coordinator or designee(s) will respond to FOIA requests. The City will provide copies of these procedures and guidelines with each written response or provide a link to an online version of these documents. If a request is denied, in full or in part, the City will provide the requestor with an explanation of the basis of the denial under the FOIA, and give notice to the requestor of his or her remedial rights (MCL 15.235(4)).

#### Notification of FOIA Request

Upon receipt of a FOIA request, the FOIA Coordinator or designee will contact the appropriate department(s) that might possess records responsive to the FOIA request by email or interdepartmental memorandum. This correspondence will include a date the documents are due to the FOIA Coordinator or designee.

#### Departmental Response to FOIA Coordinator

As soon as possible, but not later than the due date provided by the FOIA Coordinator or designee, the department(s) will provide a response to the FOIA Coordinator or designee. If no documents responsive to the request exist, the department(s) must notify the FOIA Coordinator or designee that no records will be sent.

#### Assessment of Fees

FOIA permits the City to charge a fee for the search, retrieval, examination, review and separation and deletion of exempt from nonexempt material, but only if the failure to charge a fee would result in unreasonably high costs to the City because of the nature of the request in the particular instance, and the City identifies these unreasonably high costs (MCL 15.243(1) and (3)).

The following fee guidelines for calculating labor and material costs incurred in processing FOIA requests are established pursuant to MCL 15.234(3):

1. Fees will be uniform and not dependent upon the identity of the requesting person.
2. Fees will be itemized using the attached form and will include:
  - a. Labor costs for the search, location and examination of public records which will be calculated using the hourly wage of the City's lowest paid employee capable of conducting the search, location and examination, whether or not they are available or actually perform the labor. Such labor costs shall be

- estimated and charged in increments of 15 minutes with all partial increments rounded down. The hourly wage will be based on the City's Office Specialist I classification (or equivalent), at A-step of the pay scale for the applicable fiscal year. Labor costs shall also include up to 50% of the hourly wage to partially cover the cost of fringe benefits, not to exceed the actual cost of fringe benefits.
- b. Labor costs for the review of public records and separation and deletion of exempt from nonexempt material which will be calculated using the hourly wage of the City's lowest paid employee capable of conducting the review and separation and deletion of exempt and nonexempt material whether or not they are available or actually perform the labor. Such labor costs shall be estimated and charged in increments of 15 minutes with all partial increments rounded down. The hourly wage will be based on the City's Office Specialist I classification (or equivalent), at A-step of the pay scale for the applicable fiscal year. Labor costs shall also include up to 50% of the hourly wage to partially cover the cost of fringe benefits, not to exceed the actual cost of fringe benefits.
  - c. Non-paper physical media costs will be calculated using the actual and most reasonably economical cost of computer discs, computer tapes and other digital and similar media available to the City.
  - d. Duplication and publication costs for paper copies will be calculated using the actual total incremental cost of necessary duplication and publication of a public record, not including labor. The actual and incremental cost, calculated per sheet, shall be charged and will not exceed ten cents (\$0.10) per sheet of paper for letter or legal-size paper. The City shall use the most economical means available for making copies, including the use of double-sided printing, if cost savings is available.
  - e. Labor costs for the duplication or publication of public records, including making paper copies, making digital copies, or transferring digital public records to be produced on non-paper physical media or through electronic means, will be calculated using the hourly wage of the employee capable of duplicating or publishing the public records, whether or not they are available or actually perform the labor. Such labor costs shall be estimated and charged in increments of one minute, with all partial increments rounded down. The hourly wage will be based on the City's Office Specialist I classification (or equivalent), at A-step of the pay scale for the applicable fiscal year. Labor costs shall also include up to 50% of the hourly wage to partially cover the cost of fringe benefits, not to exceed the actual cost of fringe benefits.
3. No City employee shall stipulate to work overtime or include overtime wages in the labor costs described in these procedures and guidelines.
  4. If a requestor submits an affidavit of indigence, the first \$20.00 of a fee will be waived. A requesting person must include a statement that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration. Other than \$20.00 for cases of indigence, no City employee shall waive a fee or part of a fee without authorization from the FOIA Coordinator or designee.

5. Labor costs for monitoring an inspection of original records will be calculated using the hourly wage of the City's Office Specialist I classification (or equivalent), at A-step of the pay scale for the applicable fiscal year. Note: Section 3(3) of the FOIA, MCL 15.233(3), provides, in pertinent part, that "[a] public body shall protect public records from loss, unauthorized alteration, mutilation, or destruction."
6. If a statute authorizes the sale or production of public records to the public for a specified fee or if a fee for production of public records is otherwise set by statute, the City will charge the statutory fee in lieu of a fee calculated using the guidelines set forth above.

#### Deposit Requirements

If the City estimates a fee to process a FOIA request greater than \$50.00, the City will require a good-faith deposit from the requestor before processing the request. The deposit shall not exceed half of the total estimated fee. Any written notice containing a request for the deposit shall also contain a best effort estimate by the City regarding the time frame after a deposit is received that it will take the City to provide the public records to the requestor. The time frame estimate is not binding upon the City, but the City shall provide the estimate in good faith and strive to be reasonably accurate and to provide the public records in a manner based on this State's public policy under Section 1 of FOIA, MCL 15.231, and the nature of the request in the particular instance.

#### Appeals of Fees and Disclosure Determinations

If the City charges a fee or denies all or part of a request, the requestor may submit to the City Manager a written appeal that specifically states the word "appeal" and identifies the basis for which the fee should be reduced or the disclosure determination should be reversed.

#### Effective Date

This policy shall be effective on July 1, 2015.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO  
COOPERATIVE 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTER AGREEMENTS  
WITH WYOMING PUBLIC SCHOOLS (Cohorts G, H, I-1, and I-2)

WHEREAS:

1. The City desires to partner with Wyoming Public Schools to provide after-school programming for community youth.
2. It is recommended City Council authorize the Mayor and City Clerk to enter into agreements with Wyoming Public Schools from July 1, 2015 through June 30, 2016, to provide after-school programming at Kelloggsville Middle, Lee Middle, and Godwin Middle (Cohort G), Wyoming Junior High and Wyoming Intermediate (Cohort H), Parkview Elementary, Oriole Park Elementary, North Godwin Elementary, Lee Early Childhood Center, and West Kelloggsville Elementary (Cohort I-1), West Elementary, Gladiola Elementary, West Godwin Elementary, Godfrey Elementary, and Southeast Kelloggsville Elementary (Cohort I-2).
3. All 21<sup>st</sup> Century Community Learning Center Grants (received by Wyoming Public Schools) cover all direct costs to the City with no matching funds required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into Cooperative 21<sup>st</sup> Century Community Learning Center agreements with Wyoming Public Schools, Cohorts G, H, I-1, I-2, for the period of July 1, 2015 through June 30, 2016 to provide after-school programming.

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 June 15, 2015.

ATTACHMENTS:  
Staff Report  
Agreements

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: June 1, 2015

Subject: Wyoming Public Schools 21<sup>st</sup> Century Learning Center Grant (Cohort G, H, I-1, I-2)

From: Rebecca Rynbrandt, Director of Community Services

Cc: Eric Tomkins, Recreation Supervisor  
Dr. Tom Reeder, Superintendent, Wyoming Public Schools

Meeting Date: June 15, 2015

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### **RECOMMENDATION:**

It is recommended that the City Council approve agreements (4) with the Wyoming Public School District allowing for the partnership of implementing and managing the T.E.A.M. 21 after-school program within Wyoming Public Schools, Godfrey Lee Public Schools, Godwin Heights Public Schools, and Kelloggsville Public Schools districts.

### **SUSTAINABILITY CRITERIA:**

Environmental Quality – T.E.A.M. 21 provides a safe, structured and nurturing environment for participating youth.

Social Equity – T.E.A.M. 21 is an opportunity for students determined to be at the highest risk academically, to learn positive life-enhancing academic, physical activity and positive socialization skills during out-of-school time.

Economic Strength – Developing a higher percentage of students who can perform well academically and demonstrate better physical fitness and socialization abilities, allows for school districts to meet the required state and federal standards related to education. This not only leads to more students being able to pursue higher education opportunities, but it also is well documented that strong school districts are important to the economic viability of a community.

### **DISCUSSION:**

Multiple grants fund the T.E.A.M 21 program and are authorized within five year funding cycles. While a collaborative program between multiple school districts and the City of Wyoming, the Wyoming Public School District is the grant awardee of record with the State of Michigan and acts as the fiduciary for fund distribution across all partners.

For the purpose of audit and grant records, individual agreements are required for each Cohort (grant) agreement. The following illustrates the number of years a grant for a particular Cohort has been awarded beginning July 1, 2015, followed by the schools and district impacted:

<u>Cohort Grant</u>	<u>Years</u>	<u>Locations</u>
G	4	Wyoming Junior High School (Wyoming) Wyoming Intermediate School (Wyoming)
H	3	Lee Middle School (Godfrey-Lee) Godwin Middle School (Godwin Heights) Kelloggsville Middle School (Kelloggsville)
I-1	2	Parkview Elementary (Wyoming) Oriole Park Elementary (Wyoming) North Godwin Elementary (Godwin Heights) Godfrey-Lee Early Childhood Center (Godfrey-Lee) West Kelloggsville Elementary (Kelloggsville)
I-2	2	West Elementary (Wyoming) Gladiola Elementary (Wyoming) West Godwin Elementary (Godwin Heights) Godfrey Elementary (Godfrey-Lee) Southeast Kelloggsville Elementary (Kelloggsville)

**BUDGET IMPACT:**

Budget amendments will be processed by the Finance Director and presented to City Council for approval after July 1, 2015. The FY 2015-2016 budget cannot be amended until it is active, per the Finance Director.

The agreements ensure that City of Wyoming cash expenses related to the operation of T.E.A.M. 21 are fully reimbursed by the Wyoming Public School District.

The affected account numbers are:

- Cohort G Grant: 208-752-761.08 – 706, 707, 715, 718, 719, 721, 740, 910 and 956
- Cohort H Grant: 208-752-761.09 – 706, 707, 715, 718, 719, 721, 740, 910 and 956
- Cohort I-1 Grant: 208-752-761.10 – 706, 707, 715, 718, 719, 721, 740, 910 and 956
- Cohort I-2 Grant: 208-752-761.11 - 706, 707, 715, 718, 719, 721, 740, 910 and 956

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY LEARNING CENTER AGREEMENT (Cohort G)  
JULY 1, 2015 to JUNE 30, 2016**

This Cooperative 21st Century Community Learning Center Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Wyoming Junior High School and Wyoming Intermediate School. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21<sup>st</sup> Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$8,000.00
Salaries – Temporary	\$149,200.00
FICA	\$12,080.00
Hospitalization Insurance	\$2,900.00
Life Insurance	\$20.00
Pension	\$2,930.00
Workers Comp. Insurance	\$4,060.00
CIP & Longevity	\$170.00
Unemployment	\$0.00
Operating Supplies	\$7,330.00
Travel & Training	\$0.00
Liability Insurance	\$1,860.00
Other Services	\$3,130.00
Total	\$191,680.00

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming's Grant Coordinator has direct oversight of the 21<sup>st</sup> Century Grant. Wyoming's Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

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Jack Poll  
Its Mayor

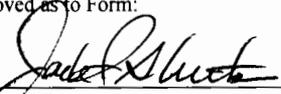
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Dr. Thomas Reeder  
Its Superintendent

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Kelli VandenBerg  
Its City Clerk

Approved as to Form:



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Jack R. Sluiter  
City Attorney

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY LEARNING CENTER AGREEMENT (Cohort H)  
JULY 1, 2015 to JUNE 30, 2016**

This Cooperative 21st Century Community Learning Center Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Godfrey-Lee Middle School, Godwin Heights Middle School, and Kelloggsville Middle School. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21<sup>st</sup> Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$11,420.00
Salaries – Temporary	\$236,960.00
FICA	\$19,080.00
Hospitalization Insurance	\$4,140.00
Life Insurance	\$20.00
Pension	\$4,200.00
Workers Comp. Insurance	\$6,440.00
CIP & Longevity	\$170.00
Unemployment	\$0.00
Operating Supplies	\$11,070.00
Travel & Training	\$0.00
Liability Insurance	\$2,930.00
Other Services	\$4,630.00
Total	\$301,060.00

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming's Grant Coordinator has direct oversight of the 21<sup>st</sup> Century Grant. Wyoming's Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

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Jack Poll  
Its Mayor

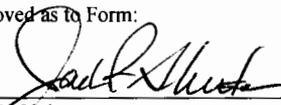
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Dr. Thomas Reeder  
Its Superintendent

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Kelli Vandenberg  
Its City Clerk

Approved as to Form:



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Jack R. Sluiter  
City Attorney

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY LEARNING CENTER AGREEMENT (Cohort I-1)  
JULY 1, 2015 to JUNE 30, 2016**

This Cooperative 21st Century Community Learning Center Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Parkview Elementary, Oriole Park Elementary, North Godwin Elementary, Godfrey-Lee Early Childhood Center, and West Kelloggsville Elementary. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
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7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21<sup>st</sup> Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$18,840.00
Salaries – Temporary	\$388,140.00
FICA	\$31,290.00
Hospitalization Insurance	\$6,830.00
Life Insurance	\$30.00
Pension	\$6,920.00
Workers Comp. Insurance	\$10,560.00
CIP & Longevity	\$280.00
Unemployment	\$0.00
Operating Supplies	\$18,730.00
Travel & Training	\$0.00
Liability Insurance	\$4,780.00
Other Services	\$7,440.00
Total	\$493,840.00

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming’s Grant Coordinator has direct oversight of the 21<sup>st</sup> Century Grant. Wyoming’s Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

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CITY OF WYOMING

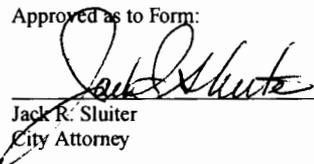
WYOMING PUBLIC SCHOOLS

\_\_\_\_\_  
Jack Poll  
Its Mayor

\_\_\_\_\_  
Dr. Thomas Reeder  
Its Superintendent

\_\_\_\_\_  
Kelli VandenBerg  
Its City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Jack R. Sluiter  
City Attorney

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY LEARNING CENTER AGREEMENT (Cohort I-2)  
JULY 1, 2015 to JUNE 30, 2016**

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1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at West Elementary, Gladiola Elementary, West Godwin Elementary, Godfrey Elementary, and Southeast Kelloggsville Elementary. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
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Other Services	\$7,440.00
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CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

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Jack Poll  
Its Mayor

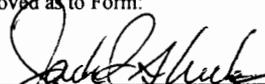
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Dr. Thomas Reeder  
Its Superintendent

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Kelli VandenBerg  
Its City Clerk

Approved as to Form:



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Jack R. Sluiter  
City Attorney

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
ALUMINUM SIGN BLANKS

WHEREAS:

1. In February of 2013, the Kent County Road Commission awarded their contract for aluminum sign blanks to seven different companies and extended the contract in 2014.
2. In 2015, the Kent County Road Commission extended the contract for one more year with 3M Company, MD Solutions and Rathco Safety Supply Inc. at the same pricing as was bid in 2013.
3. It is in the best interest of the City to enter into the cooperative bid with the Kent County Road Commission for the purchase of aluminum sign blanks.
4. The cost of aluminum sign blanks is estimated to be approximately \$25,000. Sufficient funds are available in the Major and Local Street Traffic Supplies Accounts 202-441-47400-775.000 and 203-441-47400-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the purchase of aluminum sign blanks from 3M Company, MD Solutions and Rathco Safety Supply Inc., per the unit bid prices as received and awarded by the Kent County Road Commission, in the amount of approximately \$25,000.

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 June 15, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: June 3, 2015

SUBJECT: Purchase of Aluminum Sign Blanks

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: June 15, 2015

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### RECOMMENDATION

It is recommended the City Council authorize the purchase of aluminum sign blanks from 3M Company, MD Solutions and Rathco Safety Supply Inc., per the unit bid prices as received and awarded by the Kent County Road Commission.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

The City of Wyoming is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The City can continue to protect the environment by purchasing aluminum sign blanks that are able to be recycled when damaged beyond repair.

#### Social Equity

It is necessary to ensure that all of the traffic regulation and guide signs within the City of Wyoming are maintained properly to guide all motorists and pedestrians safely and efficiently throughout the City. The replacement of traffic signs will allow the City of Wyoming to continue to provide high quality roads to all residents without regard to income or socio-economic status.

#### Economic Strength

By participating in the cooperative bid with the Kent County Road Commission, it ensures the ability to get better pricing on materials and services, therefore, reducing the overall cost of aluminum sign blanks for the City.

### DISCUSSION

In February of 2013, the Kent County Road Commission awarded their contract for aluminum sign blanks to seven different companies and extended the contract in 2014. In 2015, the Kent County Road Commission has extended the contract for one more year with 3M Company, MD Solutions and Rathco Safety Supply Inc. at the same pricing as was bid in 2013. It is in the best interest of the City to enter into the cooperative bid with the Kent County Road Commission for the purchase of aluminum sign blanks.

### BUDGET IMPACT

There is no increase in the cost of aluminum sign blanks from the previous bid, as the contract was extended for one more year using the bid pricing from 2013.

The cost of aluminum sign blanks is estimated to be approximately \$25,000. Sufficient funds are available in the Major and Local Street Traffic Maintenance Supplies Accounts 202-441-47400-775.000 and 203-441-47400-775.000.

**ATTACHMENTS:**

**Kent County Road Commission Bid Tabulations**

**KENT COUNTY ROAD COMMISSION BID TABULATION**

Tabulation of Bids for: **Purchase of 2013 Requirements of Traffic Signs and Sign Elements, as needed, with two one year renewal options**

Date: **February 7, 2013 8:30 AM**

<b>Bidder</b>	<b>3M Co.</b>	<b>Allmac Signs</b>	<b>Custom Products</b>	<b>Dornbos Sign</b>	<b>MD Solutions</b>	<b>Rathco Safety</b>	<b>US Standard Signs</b>	<b>Vulcan Signs</b>
<b>Aluminum Street Sign Blanks - White Type IV Sheeting one side, drilled</b>								
18" x 6"		2.93	3.56	3.75		3.15		3.24
24" x 6"		3.90	4.57	4.55		4.20		4.30
30" x 6"		4.88	5.71	5.69		5.25		5.65
36" x 6"		5.85	6.48	6.83		6.30		6.35
42" x 6"		6.83	7.56	7.96		7.35		7.55
24" x 9"		5.86	6.48	6.83		6.30		6.35
30" x 9"		7.32	8.10	8.55		7.88		7.90
36" x 9"		8.78	9.51	10.24		9.45		9.41
42" x 9"		10.25	11.10	11.97		11.03		11.10
48" x 9"		11.71	12.29	13.65		12.60		12.70
<b>Aluminum Sign Blanks</b>								
12" x 6" Rectangle		1.45	1.43	1.38		1.58	1.38	1.36
12" x 18" Rectangle		3.15	3.75	4.13		3.42	3.39	3.28
36" x 12" Rectangle		6.30	7.19	8.25		6.84	6.50	6.65
12" x 48" Rectangle		8.40	9.56	11.00		9.13	8.67	8.82
24" x 18" Rectangle		6.30	7.19	8.25		6.84	6.50	6.57
30" x 24" Rectangle		6.30	11.88	13.75		11.41	10.84	10.85
30" Diamond		10.51	14.85	17.19		14.26	13.40	13.44
36" Diamond		18.91	21.38	24.75		20.53	19.52	19.52
48" x 24" Vertical		16.82	19.01	22.00		18.25	17.34	17.40
48" x 48" Square		33.62	37.69	44.00		36.50	34.69	34.71
18" x 18"		4.73	5.52	6.19		5.13	4.87	4.99
24" x 24"		8.40	9.56	11.00		9.13	8.67	8.63
36" x 24"		12.61	14.25	16.50		13.69	13.00	13.08
30" x 12"		5.25	6.19	6.88		5.70	5.41	5.55
9" x 12"		1.58	2.14	2.06		1.71	1.97	1.89
12" x 12"		2.10	2.74	2.75		2.28	2.40	2.32
36" x 9" Center Drilled		4.73	5.63	6.19		5.13	4.87	5.06

<b>Bidder</b>	<b>3M Co.</b>	<b>Allmac Signs</b>	<b>Custom Products</b>	<b>Dornbos Sign</b>	<b>MD Solutions</b>	<b>Rathco Safety</b>	<b>US Standard Signs</b>	<b>Vulcan Signs</b>
<b>Aluminum Blank with Type II Sheeting on one side</b>								
24" x 18" White		9.15	10.64	11.07		10.32		11.15
<b>Finished Signs on Aluminum with Type IV Sheeting</b>								
30" Stop (R1-1)		23.40	23.67	23.30		24.63		22.86
36" Stop (R1-1)		36.14	38.38	33.55		35.46		33.17
36" Yield (R1-2)		18.63	18.06	32.54		16.28		17.14
36" RR Advance (W10-1)		37.32	39.20	17.20		35.91		35.10
30" Stop Ahead Symbol (W3-1A)		28.17	31.46	28.94		29.44		26.60
36" Warning Sign (Blank with Border)		37.32	38.05	37.44		35.91		36.45
30" Warning Sign (Blank with Border)		25.92	26.61	26.00		24.94		25.31
18" x 24" Chevron (W1-8)		12.44	13.52	12.48		11.97		12.47
24" x 30" Speed Limits (R2-1)		20.73	22.44	20.80		19.95		20.25
24"x24" No Rt/Lft Turn Sym (R3-1/R3-2)		16.99	18.45	18.32		15.96		17.02
12" x 12" No Parking Symbol (R8-3A)		4.25	6.24	4.58		5.00		4.80
12" x 18" No Parking Symbol		6.22	7.39	6.87		7.18		7.10
30" x 18" Wrong Way (R5-9)		15.55	16.88	15.60		14.96		15.19
18"x24" No Parking Sym (Blank Bottom)		12.44	14.01	13.74		12.65		12.93
18" x 18" Road Ends Panel (ER-1)		9.33	10.26	9.36		8.98		9.45
36" x 24" Wrong Way (R5-9)		24.88	26.25	24.96		23.94		24.30
30" x 30" Do Not Enter (R5-4)		25.92	27.35	26.00		24.94		25.31
36" x 36" Do Not Enter (R5-4)		37.32	39.20	37.44		35.91		36.45
24" x 30" Keep Right Symbol (R4-7)		20.73	22.44	20.80		19.95		20.25
12" x 36" One Way (R6-1)		12.44	13.52	12.48		11.97		12.62
48" x 9" RR Cross Buck (R15-1)		NB	52.47	45.00		49.60		49.18
30" x 30" Speed Reduction (W3-5)		25.93	32.91	25.17		29.18		26.60
30"x30" Rt/Lft Lane Must Turn Rt/Lt (R3-7)		25.93	27.35	26.00		24.94		25.31
12" x 36" Obstruction Panel (OM-3)		12.44	13.52	12.48		11.97		12.62
48" x 30" Road Closed (R11-2)		41.40	43.56	41.60		39.90		40.50
60"x30" Rd Closed to Thru Traff (R11-4)		51.75	54.32	52.00		49.88		50.62
24"x36" Cntr Lane Lft Turn Only Sym		24.84	26.25	24.96		23.94		24.30
<b>Finished Signs on Aluminum with Type II Sheeting</b>								
24" x 30" Natural Beauty		17.33	20.98	29.62		17.20		30.91

Bidder	3M Co.	Allmac Signs	Custom Products	Dornbos Sign	MD Solutions	Rathco Safety	US Standard Signs	Vulcan Signs
<b>Finished Signs on Aluminum with Type XI Sheeting</b>								
36" School Warn (S1-1) fluor. Yel/grn		67.26	68.87	58.37		57.24		59.90
36" Stop Ahead (W3-1A) fluor. Yellow		67.26	78.98	68.02		67.54		74.44
36" Signal Ahead (W3-3) Fluorescent Yellow.		67.28	78.98	67.95		67.54		65.83
40" x 30" No Passing Zone W14-3 Fluorescent Yellow		62.24	33.66	38.92		37.95		36.71
<b>Finished Signs on HDO Plywood with Type IV Sheeting</b>								
48"x24" Dbl & Sngl Arrow (W1-7, W1-6)		NB	235.01	33.60		36.77		32.40 (on metal)
<b>Steel Sign Posts-Street Sign Posts</b>								
12' 3# U - Painted Green		NB	22.61	20.65	23.32	21.96*		28.80
14' 3# U - Painted Green		NB	26.38	24.08	26.68	25.62*		33.60
14' 3# U - Galvanized		NB	34.34	31.08	32.49	30.52*		39.50
<b>Delineator Posts</b>								
7' 1.12# - Painted Green		NB	6.00	4.82		5.30**		6.98
7' 1.12# - Galvanized		NB	7.60	6.18		6.25**		8.42
<b>Sheeting - Type II/Type IV</b>								
15" x 50yd PS White 3M Scotchlite Punche	138.75/*		512.51/*	205.50/*		397.50/*		407.30/*
15" x 50yd PS Black 3M Scotchlite Punche	148.13/*		283.22/*	225.00/*		286.58/*		281.00/*
24" x 50yd PS Scotchlite	195.00/360.00		231.00/471.30	281.00/504.00		288.00/456.00		228.00/438.00
30" x 50yd PS Scotchlite	243.75/450.00		288.75/589.13	351.00/630.00		360.00/570.00		285.00/547.50
36" x 50yd PS Scotchlite	292.50/540.00		346.50/706.95	421.20/756.00		432.00/684.00		342.00/657.00
8" x 50yd Wht/Ornge R or L Barricade PS	*/120.00		*/169.41	*/204.00		*/188.00		*/173.40
24" x 50yd Blk Nonreflective PS Scotchlite	222.00/*		281.82/*	298.80/*		NB/*		314.53/*
<b>Border - Type II/Type IV</b>								
1/2" x 50yd PS White	4.06/7.50		5.08/NA	6.83/11.90		12.00/12.75		4.75/9.13
3/4" x 50yd PS White	6.09/11.25		7.62/NA	10.23/17.85		15.00/18.50		7.13/13.69
9/16" x 50yd PS Black	5.20/*		10.26/*	NA/*		15.00/*		7.87/*
1" x 50yd PS Black	9.25/*		14.10/*	16.13/*		15.65/*		14.00/*
<b>Type XI Sheeting - Fluorescent Yellow and Yellow/Green</b>								
24" x 50yd	1080.00		1330.20	1084.00		1176.00		1209.00
30" x 50yd	1350.00		1662.75	1330.00		1470.00		1511.25
36" x 50yd	1620.00		1995.30	1576.00		1764.00		1813.50

Bidder	3M Co.	Allmac Signs	Custom Products	Dornbos Sign	MD Solutions	Rathco Safety	US Standard Signs	Vulcan Signs
<b>Type XI Fluorescent Orange Work Zone Sheeting</b>								
36" x 50yd	1620.00		1995.30	1180.00		1764.00		1813.50
48" x 50yd	2160.00		2660.39	1828.00		2352.00		2418.00
Firm Price Period	One Year		One Year	One Year	One Year	One Year	One Year	2/12/13-1/12/14
Payment Terms	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30
Delivery - 30 days max.	20 days ARO	21-30 days	30 days	30 days	30-45 days	-	21 days	Stk item 3-5 days
								All or None Non Stk 30 days
\$2000 min order.								

Rathco:

\* bundles of 50 ea, truckload (40,000 min) quantities any mix, prices good for orders prior to 4/1/13

\*\* bundles of 100 ea, truckload (40,000 min) quantities any mix, prices good for orders prior to 4/1/13

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTATION FROM T&W ELECTRONICS INC.  
FOR THE PURCHASE OF PORTABLE RADIOS AND PAGERS

WHEREAS:

1. As detailed in the attached Staff Report from the Public Safety Department, sixteen portable radios and sixteen pagers are needed for Paid-On-Call (POC) and Dual Trained Employees (DTE) firefighters.
2. It is recommended that the City Council authorize the purchase of the portable radios and pagers from T&W Electronics Inc. using the State of Michigan (MiDEAL) extended purchasing program.
3. It is estimated the purchase will total \$18,731.20.
4. Funds for the purchase are available in the Fire Fighting Capital Outlay Account number 101-337-33900-975000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the purchase of portable radios and pagers from T&W Electronics Inc. in the total estimated amount of \$18,731.20.
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 June 15, 2015.

ATTACHMENTS:

Staff Report

Quotes (2)

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: June 8, 2015  
Subject: Purchase of Pagers and Portables for POC/DTE Firefighters  
From: Fire Chief Chuck Lark  
Meeting Date: June 15, 2015

### RECOMMENDATION:

Funds in the amount of \$18,740 are available in the Public Safety Department's Fire Service budget for the purchase of sixteen (16) portable radios and sixteen (16) pagers to be used by our, recently graduated, Paid-on-Call (POC) and Dual Trained Employees (DTE) firefighters.

### SUSTAINABILITY CRITERIA:

Environmental Responsibility: Reinforcing the safety and protection of our community by providing communication systems that alert members of our Fire Service Division when an emergency occurs.

Social Equity: Providing communication devices to our Paid-On-Call and Dual-Trained Employee firefighters will equally benefit all members of the community.

Economic Strength: Establishing a group of trained firefighters who are able to be contacted and will respond to emergencies when called allow upon via pager or portable radio allows us to increase our staffing during critical and/or peak times at minimal cost.

### DISCUSSION:

In July of 2013, the City consolidated the administrations of police and fire services in order to create the Wyoming Department of Public Safety. Included in the new Public Safety model was a commitment to reduce response times by implementing a deployment model that utilizes Paid-On-Call (POC) and Dual-Trained Employee (DTE) firefighters.

In order to accomplish the goals set forth in this public safety model, several POC and DTE firefighter candidates were recruited and have now completed their training. Since these recruits become qualified to respond to fire emergencies, they must each be equipped with communications devices, including a pager and portable radio, which will alert them to the need for their response and keep them safe during the operation of their duty.

For most POC/DTE firefighters, the primary method of alerting them to the existence of an emergency that requires their response is a pager. Once they arrive at the station or at the location of the fire, they will receive and transmit vital safety information and instructions over their portable radio. The information communicated amongst firefighters, between dispatchers and the firefighters, and from command officers to their firefighters in the field is critical to their protection as well as the safety of our community.

**BUDGET IMPACT:**

The portable radios and pagers we are requesting are to be purchased from T&W Electronics Inc. under the State of Michigan Bid process (Contract #71B0200127). T&W Electronics Inc. has been routinely used when ordering equipment for replacement and/or new hires. Utilizing T&W Electronics Inc. to equip the additional POC/DTE staff allows for consistency of assigned equipment throughout the organization and minimizes the complexity of maintenance and repair issues.

Staff did receive a quote from Tele-Rad that was priced slightly higher (\$917.50 per portable and \$418.40 per pager) than the State's bid.

The breakdown of the cost of the portable radios and pagers is as follows:

Sixteen (16) Motorola HT1250 Portable VHF 128 Channel Radios (\$778.70/each)	\$12,459.20
Sixteen (16) Motorola VHF Pagers (\$392.00/each)	<u>\$6,272.00</u>
Total:	\$18,731.20

Funds are available in the amount of \$18,740.20 in the General Fund to the Fire Services Firefighting budget account (#101-337-33900-975000 – Fire Fighting – Capital Outlay).

# T & W Electronics Inc.

1045 S. Division Ave  
 Grand Rapids MI 49507  
 Phone 616-241-3645 Fax 616-241-3739  
 email Dtubergen@aol.com

# Quotation

DATE 3/19/2015  
 Quotation # One-mar2015  
 Customer ID WyomingPS

Quotation For:  
 THOMAS SALADINO

Quotation valid until: 4/18/2015  
 Prepared by: David Tubergen

Wyoming Fire Department

**\$ 18,731.20**

Wyoming, Michigan  
 Cell:  
 thomassaladino1964@gmail.com



State of Michigan MiDeal Pricing used Contract #071B0200127

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Dave Tubergen		10 working Days	UPS	CPU or UPS	Net 10
QUANTITY	DESCRIPTION		UNIT PRICE	T	AMOUNT
<u>16</u> / 1	A03JAC9JA1 <b>Minitor 6 Pager</b> 5 channel, with standard Battery, standard Desk Charger, Standard 2 year Warranty, Non-Intrinsically Safe.		\$ 441.00	w/REBATE \$ 392.00	\$ 441.00
<u>16</u> / 1	AAH56JDN9KA1, QA00506 Motorola <b>XPR7550 VHF</b> Dual mode <b>Digital</b> /Analog 1000 channel, 5 watt portable radio with Color Display and keypad, IP57 Speaker microphone, Impress Charger, Impress Li-ion battery, Belt clip, antenna, and 2 year warrenty (1198.00)		\$ 778.70		\$ 778.70
1	<del>AAH56RDN9KA1, QA00506 Motorola <b>XPR7550 UHF</b> Dual mode <b>Digital</b>/Analog 1000 channel, 4 watt portable radio with Color Display and keypad, IP57 Speaker microphone, Impress Charger, Impress Li-ion battery, Belt clip, antenna, and 2 year warrenty (1240.00)</del>		\$ 806.00		\$ 806.00
<i>Alex 7000 Dual BAND</i>				SUBTOTAL	\$ 2,025.70
				TAX RATE	6.00%
				SALES TAX	-
				OTHER	-
				TOTAL	\$ 2,025.70

THANK YOU FOR YOUR BUSINESS!



511 E. 8th St.

Holland MI 49423-3759  
 (616) 396-3541 Fax: (616) 392-9707

**QUOTATION**

QUOTE NO.: 22530 - 00 EC

DATE: 3/19/15

TERMS: NET 15 DAYS

DELIVERY:

Please reference Quote No. on  
 Correspondence & purchase orders.

Quote expires: 04/18/2015

1WYOED  
 TO: WYOMING FIRE DEPT, CITY OF  
 2300 DEHOOP AVE SW  
 WYOMING, MI 49509

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
1	XPR7550 VHF PORTABLE 5W 1000CH 136-174 MHZ	842.50		842.50
1	VHF HELICAL ANT 144-165 (PMAD4116) INCLUDED W/RADIO			
1	REMOTE SPEAKER MIC-SUBMERSIBLE MOTOTRBO	75.00		75.00
1	XPR7550 UHF PORTABLE 4W 1000CH 403-512	873.75		873.75
1	UHF SLIM WHIP ANT 403-527 (PMAE4079) INCLUDED WITH RADIO			
1	REMOTE SPEAKER MIC-SUBMERSIBLE MOTOTRBO	75.00		75.00
	MOTO MIN VI PAGER VHF 143-174 5CH - NON-INTRINSICALLY SAFE	418.40		
Continued on following page				

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE.

TERMS SUBJECT TO CREDIT REVIEW

Orders over \$50,000 may require a 25% down payment to be invoiced at time of order.

Unpaid balances over 30 days are subject to 1.5% monthly interest charge (18% annually).

BY SKIP PETROVICH / 616-295-0078 7006

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted

by

LEGAL NAME OF PURCHASER

P.O. No.

AUTHORIZED SIGNATURE

Date

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FROM NYE UNIFORM  
TO EXTEND THE BID FOR PUBLIC SAFETY DEPARTMENT  
(POLICE & FIRE) UNIFORM CLOTHING ITEMS

WHEREAS:

1. As detailed in the attached Staff Report from the Public Safety Department, Nye Uniform is offering to extend the bid pricing for the Public Safety Department uniform clothing items through July 31, 2016.
2. It is recommended the City Council accept the proposal from Nye Uniform.
3. The uniform clothing will be purchased on an as-needed basis and funds are available in account numbers 101-305-30500-744000, 101-305-31000-744000, 101-305-31200-744000, 101-305-31500-744000, 101-305-31700-744000 and 101-337-33900-744000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Nye Uniform extending the bid for Public Safety clothing items through July 31, 2016.
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 June 15, 2015.

ATTACHMENTS:  
Staff Report  
Proposal

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: June 10, 2015

SUBJECT: Public Safety (Police & Fire) Uniform Clothing Items

FROM: Captain Kim Koster  
Lt. Joe Steffes

MEETING DATE: June 15, 2015

### RECOMMENDATION:

It is recommended the City Council accept Nye Uniform's offer to extend their current bid for Public Safety (Police & Fire) uniform clothing items.

### SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Nye Uniform has agreed to extend their June 4, 2013 bid pricing through July 31, 2016.

### DISCUSSION:

On June 14, 2013, two responses were received in answer to our invitation to bid on Police Department uniform clothing items. Eighty-four invitations were sent to prospective bidders. Tele-Rad Inc did not include with their bid the Bid Proposal Form and the bid was not signed by an authorized representative and therefore was not considered for award of bid.

Nye Uniform Company submitted bid pricing for all items requested. Nye's location makes it quick and convenient for the Public Safety employees to be fitted, without needing an appointment, proving especially helpful when outfitting new hires and/or transfers.

The uniform clothing will be purchased on an as-needed basis. Sufficient funds have been allocated in the account numbers 101-305-30500-744000, 101-305-31000-744000, 101-305-31200-744000, 101-305-31500-744000, 101-305-31700-744000 and 101-337-33900-744000.

#### Attachments:

Letter from Nye Uniform Company  
2013 Bid from Nye Uniform Company



1030 SCRIBNER AVE NW, GRAND RAPIDS, MI 49504  
(616)459-5065 Fax (616)459-4364

City of Wyoming Purchasing

6/8/2015

Nye Uniform agrees to extend the current contracts on Police and Fire Department uniforms and accessories for an additional year. All prices and terms will remain unchanged until 7/31/2016.

As always, Nye Uniform thanks you for your business, and looks forward to another year working together.

Sincerely,

Todd Dumez  
President

**BID PROPOSAL FORM**

**POLICE DEPARTMENT UNIFORM CLOTHING ITEMS:**

State bid price for police department uniform clothing items as per the bid specifications, delivered FOB City of Wyoming Police Department, 2300 DeHoop Ave. SW, Wyoming, Michigan 49509:

**CAP:**

State bid price per cap as per specifications:

\$ 79.99 each

**SHIRTS:**

**Men's:**

State bid price per **short sleeve** shirt as per specifications **with** front zipper closure:

\$ 43.99 each

State bid price per **short sleeve** shirt as per specifications **without** front zipper closure:

\$ 40.99 each

State bid price per **long sleeve** shirt as per specifications **with** front zipper closure:

\$ 49.99 each

State bid price per **long sleeve** shirt as per specifications **without** front zipper closure:

\$ 46.99 each

State per shirt bid price for tailoring (taking in) in the sides of shirts purchased under this bid from the bottom of the armpit to the bottom of the shirt (following delivery) so as to achieve a more presentable and neat fit:

\$ 6.99 per shirt

**Women's:**

State bid price per **short sleeve** shirt as per specifications **with** front zipper closure:

\$ 43.99 each

State bid price per **short sleeve** shirt as per specifications **without** front zipper closure:

\$ 40.99 each

State bid price per **long sleeve** shirt as per specifications **with** front zipper closure:

\$ 49.99 each

State bid price per **long sleeve** shirt as per specifications **without** front zipper closure:

\$ 46.99 each

State per shirt bid price for tailoring (taking in) in the sides of shirts purchased under this bid from the bottom of the armpit to the bottom of the shirt (following delivery) so as to achieve a more presentable and neat fit:

\$ 6.99 per shirt



**TROUSERS:**

**Men's:**

State bid price per trouser as per specifications (Dacron/Wool): \$ 93.99 each

State bid price per trouser as per specifications (100% Polyester): \$ 49.99 each

**Women's:**

State bid price per trouser as per specifications (Dacron/Wool): \$ 93.99 each

State bid price per trouser as per specifications (100% Polyester): \$ 49.99 each

**NECKTIE:**

State bid price per necktie as per specifications: \$ 3.99 each

**RANK DESIGNATION STRIPES:**

State bid price per pair of sergeant rank designation stripes as per specifications: \$ 3.50 per pair

**CAR DUTY JACKET:**

State bid price per car duty jacket as per specifications: \$ 289.99 each

**PATROL SWEATER:**

State bid price per patrol sweater as per specifications: \$ 84.99 each

**FATIGUE UNIFORM CLOTHING ITEMS:**

**Trousers:**

State bid price per trouser as per specifications: \$ 64.99 each

**Shirts:**

State bid price per shirt (long sleeve) as per specifications: \$ 54.99 each

State bid price per shirt (short sleeve) as per specifications: \$ 47.99 each

**Long Sleeve Mock Turtle-Neck Shirt:**

State bid price per mock turtle-neck shirt as per specifications: \$ 18.99 each

**Patrol Dress Coat:**

State bid price per patrol dress coat as per specifications: \$ 499.99 each

**BIKE PATROL UNIFORM CLOTHING ITEMS:**

**Bike Pants:**

State bid price per pants as per specifications: \$ 89.99 each

**Bike Shorts:**

State bid price per shorts as per specifications:

\$ 49.99 each

**Bike Shirts:**

State bid price per shirt as per specifications:

\$ 63.99 each

**Bike Jacket:**

State bid price per jacket as per specifications:

\$ 159.99 each

**RESERVE VOLUNTEER FORCE PERSONNEL (RSVP) CLOTHING ITEMS:**

**Cap:**

State bid price per cap as per specifications:

\$ 9.99 each

**Trousers:**

State bid price per trouser as per specifications:

\$ 31.99 each

**Shirts:**

State bid price per long sleeve shirt as per specifications:

\$ 32.99 each

State bid price per short sleeve shirt as per specifications:

\$ 29.99 each

**Jacket:**

State bid price per jacket as per specifications:

\$ 105.99 TD. each

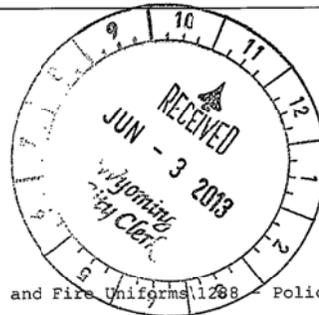
**Belt:**

State bid price per belt as per specifications:

\$ 17.99 each

State name and address and telephone number of local tailoring firm which you have made arrangements with to perform the shirt tailoring specified herein at the bid price submitted:

ALL DONE IN HOUSE AT MYE UNIFORM



[REDACTED]

**FIRE DEPARTMENT UNIFORM CLOTHING ITEMS:**

State bid price for fire department uniform clothing items as per the bid specifications, delivered FOB City of Wyoming, Central Fire Station, 1250 36<sup>th</sup> Street SW, Wyoming, MI 49509:

**Trousers:**

State bid price per trouser as per specifications:	Option 1	\$ <u>31.99</u>	each
	Option 2	\$ <u>46.99</u>	each
	Option 3	\$ <u>30.99</u>	each

**Shirts:**

State bid price per white short sleeve shirt as per specifications: \$ 28.99 each

State bid price per white short sleeve shirt as per specifications with 4" longer body length: \$ 28.99 each

State bid price per white long sleeve shirt as per specifications: \$ 31.99 each

State bid price per white long sleeve shirt as per specifications with 4" longer body and sleeve lengths: \$ 31.99 each

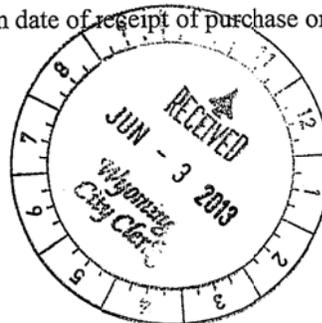
State bid price per light blue short sleeve shirt as per specifications: \$ 28.99 each

State bid prices per light blue short sleeve shirt as per specifications with 4" longer body lengths: \$ 28.99 each

State bid price per light blue long sleeve shirt as per specifications: \$ 31.99 each

State bid price per light blue long sleeve shirt as per specifications with 4" longer sleeve and body lengths: \$ 31.99 each

State number of days required for delivery from date of receipt of purchase order: 15-30 days

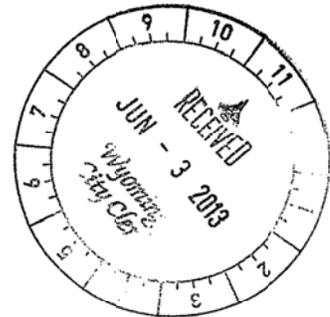


TERMS NET 30  
COMPANY MYE UNIFORM COMPANY  
ADDRESS 1030 SCRIBNER AVE NW  
CITY GRAND RAPIDS, MI 49504 STATE MI ZIP 49504  
AUTHORIZED BY (please print) TODD DUMEZ  
AUTHORIZED SIGNATURE (required) [Signature] DATE \_\_\_\_\_  
PHONE 616-459-5065 CELL PHONE \_\_\_\_\_  
EMAIL Contact@myuniform.com  
WEBSITE myuniform.com

All proposals are to be in sealed envelopes and plainly marked "BID FOR POLICE AND FIRE DEPARTMENT UNIFORM CLOTHING ITEMS". The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities, and to award the bid in a manner deemed to be in the best interest of the City.

**BID DUE:** 11:00 A.M.; Tuesday, June 4, 2013  
Wyoming City Clerk's Office  
1155 28<sup>th</sup> Street SW  
P.O. Box 905  
Wyoming, Michigan 49509-0905

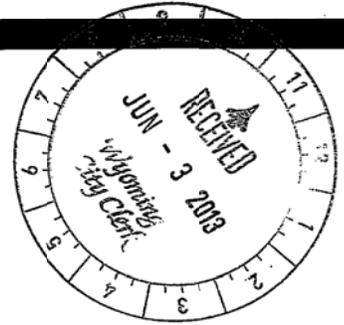
\* See Bid Addendum For Pricing on LARGER  
SIZE GARMENTS





# UNIFORM

Healthwear, Industrial, Career Apparel,  
Postal, Public Safety & Security



## ADDENDUM TO BID

### LITERATURE

Did Not Include Manufacturer Literature, As All Products Are As Specified (The Same Products Nye Has Supplied Both Departments For Over 10 Years).

### PRICING

All Clothing Subject To **10%** Oversize Charge On The Following Sizes;

SHIRTS – Men’s Size 18 to 20 Neck (2XL & 3XL)  
Women’s Size 2XL

PANTS – Men’s Size 44 to 54 Waist  
Women’s Size 20 to 26 Waist

SWEATERS/COATS – Size 2XL & 3XL

\*Any Sizes Not Listed Above-Price Quoted When/If Need Arises\*

### RETURNS

Returns Are Accepted Within 30 Days Of Delivery On Unwashed /Unworn/Unused Goods With Original Packaging And Labels Attached.

**Embroidered/Customized Items Are Non-Returnable.**  
Defective Merchandise Still Under Warranty Will Be Repaired Or Replaced As Determined By Nye Uniform.

1030 SCRIBNER, NW, GRAND RAPIDS, MICHIGAN 49504  
PHONE (616) 459-5065, TOLL FREE (800) 748-0007, FAX (616) 459-4364

[www.nyeuniform.com](http://www.nyeuniform.com)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidders	Cost
Chemicals for the Water Treatment Plant	Cabot Norit Americas, Inc. Nalco Company Polydyne, Inc. PVS Nolwood Thatcher Company of Montana	Bid prices as shown on the attached Tabulation Sheet
Chemicals for the Clean Water Plant	Alexander Chemical Corporation Brenntag Great Lakes Haviland Products Company Hexagon Technologies, Inc. JS Buxton Polydyne Inc. Webb Chemical	Bid prices as shown on the attached Tabulation Sheet
Waterworks Fittings	Etna Supply Company	Bid prices as shown on the attached Tabulation Sheet
Firefighter Coats & Bunker Pants	Time Emergency Equipment	Bid prices as shown on the attached Memorandum

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 June 15, 2015.

ATTACHMENTS:  
Staff Reports  
Tabulation Sheets

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: May 27, 2015

Subject: Water Treatment Plant Chemical Bid Acceptance Recommendation

From: Robert Veneklasen, Water Treatment Plant Operations Supervisor

Meeting Date: June 15, 2015

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### **Recommendation:**

It is recommended that chemical vendor bids be accepted as outlined below for chemicals to be used at the Water Treatment Plant.

### **Sustainability Criteria:**

Environmental Quality – The use of proper chemicals applied in proper quantities in the water treatment process minimizes the environmental impact of producing the highest quality drinking water for our customers.

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

Economic Strength – The solicitation of bids for the chemicals necessary for the water treatment process provides the best value and ensures the lowest rate for our residents and customers.

### **Discussion:**

On May 19, 2015 ten bids were received for water treatment chemicals and polymers for the Water Treatment Plant. The bids received were the result of solicitations sent to 153 prospective bidders in an effort to obtain the most favorable pricing. It is recommended the following chemical vendor bids be accepted for chemicals to be used at the Water Treatment Plant.

<b>Chemical</b>	<b>Award Bid to:</b>	<b>Delivered Price</b>
Lignite Powdered Activated Carbon	Cabot Norit Americas, Inc.	\$ 1,580.00
Wood Powdered Activated Carbon	Thatcher Company of Montana	\$ 1,078.00
Coagulant Cationic Polymer	Nalco Company	\$11,088.00
Dewatering Cationic Polymer (A)	Polydyne, Inc.	\$ 580.50
Dewatering Cationic Polymer (B)	Polydyne, Inc.	\$ 580.50 (alt. bid)
Tetra Potassium Pyrophosphate	PVS Nolwood	\$ 63.75

The recommendation is to accept the bids by two vendors for the Powdered Activated Carbon to enable the use of either lignite-based carbon or wood-based carbon, both of which have different characteristics for the control of taste and odor in drinking water. We anticipate use of 20 tons at a total of \$20,160.00. The cost per ton is \$138.00 less than last year's bid.

Similarly the recommendation is to accept the bids by two vendors for the coagulant and dewatering polymers, A and B. This enables use of the most effective product based on treatment conditions for coagulation and agglomeration of suspended solids. It also allows us to utilize the most effective dewatering polymer, A or B, for conditions. We anticipate use of 39 tons for coagulation and 12 tons for dewatering respectively, for a total of \$124,873.00. The cost per unit for coagulation polymer is \$352 less than last year's bid. The cost per unit for dewatering polymer is \$71.00 less than last year's bid.

The use of tetra potassium pyrophosphate is to sequester calcium and magnesium salts from the sodium hypochlorite carrier water solution and deter their collecting on the interior of the piping. This product is used seasonally when we are applying sodium hypochlorite (chlorine) at the intake crib to deter zebra mussel growth. We anticipate use of 0.3 tons at a total of \$851.00. The cost per 50# bag is \$19.07 less than last year's bid.

### **Budget Impact**

The water treatment chemicals and liquid polymers are purchased as required throughout the year with funds appropriately budgeted in account number 591-591-55300-740000. The estimated cost of the chemicals listed above is expected to total approximately \$145,884.00.

## Staff Report

Date: May 28, 2015

Subject: Clean Water Plant Chemical Bids

From: Jon Burke, Clean Water Plant Operations Supervisor

Meeting Date: June 15, 2015

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### Recommendation:

It is recommended that the following chemical suppliers be awarded bids for water treatment chemicals to be used at the Clean Water Plant.

### 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. Although the vast majority of the work of wastewater treatment is accomplished biologically, certain treatment chemicals are required for process control and enhancement, the control of odors, and the disinfection process.

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 – Proper and complete treatment of wastewater depends upon the responsible use of a small number of chemicals. The Clean Water Plant budgets annually for these materials, which can fluctuate in price.

### Discussion:

On May 19, 2015, bids were opened for treatment chemicals used at the Clean Water Plant and the Drinking Water Plant following solicitation of bids from 153 companies. After review of the submitted bids, I am recommending City Council approve the following low bids.

Chemical	Award Bid to:	At the delivered price of:
Sulfur Dioxide	Alexander Chemical Corporation	\$817.00 per ton
Sodium Hydroxide (bulk)	Brenntag Great Lakes	\$5,085.00 per 3,000 gal
Sodium Hydroxide (drum)	Haviland Products Company	\$145.00 per 55 gal
Sulfuric Acid	Webb Chemical	\$3,638.50 per 2,500 gal
Muriatic Acid	Haviland Products Company	\$41.44 per 148-lb drum
Ferric Chloride	Webb Chemical	\$472.00 per ton

Chemical	Approve quote from:	At the delivered price of:
Liquid Lime*	J S Buxton	\$86.07 per ton

*\*Please note that the liquid lime quote from JS Buxton was not received by the deadline. However, no quotes were received from any other companies either. JS Buxton is our current supplier and has supplied us with a product that meets our specifications for several years. Due to the importance of liquid lime to our land application program and the fact that there are no more known suppliers in the area, I would like to approve the quote from J S Buxton.*

Polymers are very unique chemicals and there are literally thousands of different proprietary formulations. We use polymers as a dewatering agent in our waste activated sludge dewatering process. Again this year we recommend awarding bids to all of the polymer suppliers, which will give us the flexibility to use different formulations as the characteristics of our waste activated sludge change seasonally.

Chemical	Approve quote from:	At the delivered price of:
Polymer	Polydyne Inc.	\$1.29 per pound
Polymer	Hexagon Technologies, Inc.	\$1.54 per pound

The attached tabulation of bid sheets shows the bid prices for polymers and chemicals.

**Budget Impact:**

Following is a cost comparison showing chemical costs from the prior fiscal year. As you can see, most of the chemicals either stayed the same or actually had a decrease in cost this year. The largest increase was for ferric chloride which is mainly used to remove phosphorus from the wastewater. Since we now have a biological process for phosphorus removal, we only use ferric chloride as a back-up plan. We have not used any in our treatment process since June of 2013.

<b>Chemicals</b>	<b>2014-2015 Price</b>	<b><i>Budgeted Increase</i></b>	<b>2015-2016 Bid</b>	<b><i>Actual Difference</i></b>
Ferric Chloride	\$447.00 per ton	5%	\$472.00 per ton	6.6%
Sulfur Dioxide	\$810 per ton	5%	\$817 per ton	0.8%
Sodium Hydroxide (bulk)	\$5,490 per 3,000 gallons	5%	\$5,085 per 3,000 gallons	-7.4%
Sodium Hydroxide (drum)	\$154 per 55 gal	5%	\$145 per 55 gal	-5.8%
Sulfuric Acid	\$5737.50 per 2,500 gallons	5%	\$3,638.50 per 2,500 gallons	-36.6%
Muriatic Acid	\$59.20 per drum	5%	\$41.44 per drum	-30.0%
Liquid Lime	\$84.27 per ton	5%	\$86.07 per ton	2.1%
Wy-23 Polymer	\$1.54 per pound	5%	\$1.54 per pound	0.0%

## Clean Water Plant Chemicals

	Liquid Slurried Lime	Aqueous Iron (Ferric) Chloride	Liquefied Sulfur Dioxide		Sodium Hydroxide		Sulfuric Acid	Muriatic Acid	
	Per Ton	Per Ton	Per Ton	Cylinder Deposit	Per 3,000 Gallons	Per 55 Gallon Drum (In quantities of 2 drums per order)	Per 2,500 Gallons Delivered	Per 148 lb. Drum	
Alexander Chemical Corporation, A Carus Company			\$ 817.00	None	\$ 5,760.00	\$ 151.00	\$5,737.50		
Brenntag Great Lakes					\$ 5,085.00	\$ 194.70			
Haviland Products Company					\$ 5,130.00	\$ 145.00	\$4,150.00	\$ 41.44	
JCI Jones Chemical, Inc.					\$ 5,250.00				
Kemira Water Solutions		\$480.00							
PVS Nolwood Chemicals, Inc.					\$ 5,292.00		\$4,016.00	\$ 82.60	Muriatic Acid price is per 140 lb. or 15 gallon
PVS Technologies, Inc.		\$550.00							
Webb Chemical Service Corporation		\$472.00					\$3,638.50	\$ 94.72	

## Drinking Water Plant Chemicals

	Powered Activated Carbon	Polymer-Liquid Cat-Ionic Polymer (Nalco Co. Catfloc 8103 Plus or approved equal)	Polymer-Liquid Cat-Ionic Polymer (Elhorn Eng. Co. - Cationic Emulsion Polymer (PHI-66121) or approved equal)	Tetra Potassium Pyrophosphate	
	Per Ton	Per Bulk Shipment of 2000 gallons	Per 55 Gallon Drum	Per 50 lb. Bag	
Cal-Pacific Carbon, LLC	\$ 1,180.00				
Cabot Norit Americas, Inc.	\$ 1,580.00				40,000 lb. min. shipment qty.
Nalco Company		\$ 11,088.00			
Polydyne Inc.		\$ 30,960.00	\$ 580.50		Polymer-Liquid Cat-Ionic Polymer is per 450 lb. drum
PVS Nolwood Chemicals, Inc.				\$63.75	Minimum 1,000 lb. delivery
Shannon Chemical Corporation				\$94.94	50 lb. Bag
Standard Purification	\$ 1,238.00				
Thatcher Company of Montana	\$ 1,078.00				
Webb Chemical Service Corporation				\$77.50	Minimum 5 bag delivered

## Liquid Polymers

	Product Description	Bid Price (per lb.)	Drum Size (lbs)
Hexagon Technologies, Inc.	Hexagloc WY-23	\$ 1.54	440 lbs.
Polydyne Inc.	Clarifloc CE-1731	\$ 1.29	450 lbs.



**May 27, 2015**

**City of Wyoming  
Clean Water Plant  
2350 Ivanrest Ave., SW  
Wyoming, MI 49418**

**To Whom It May Concern:**

**The price of CWP O Liquid Slurried Lime delivered to the City of Wyoming by J.S. Buxton, LLC will increase from \$1066.00 to \$1088.75 per delivery. This increase is effective as of 07-16-2015.**

**If you have any questions regarding pricing or delivery, please contact Stan Buxton at: (231) 730-7826.**

**Thank You,**

**Stan Buxton**



**CITY OF WYOMING  
CONTRACTOR INSURANCE REQUIREMENTS**

**Requirements:**

Contractors performing work on City property or public right-of-way for the City of Wyoming shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance
<b>1. Commercial General Liability</b> Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	<b>Bodily Injury</b> – \$1,000,000 per person \$1,000,000 per occurrence  <b>Property Damage</b> – \$1,000,000 per occurrence
<b>2. Business Auto Liability</b> to include coverage for: a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	<b>Bodily Injury</b> – \$1,000,000 per person \$1,000,000 per occurrence <b>Property Damage</b> – \$1,000,000 per occurrence
<b>3. Worker's Compensation</b> a) Employers' Liability	<b>Statutory Limits</b> \$500,000 per occurrence
<b>4. Excess/Umbrella Coverage</b>	See bid specification requirements
<b>5. Commercial General Liability and Motor Vehicle Liability</b> , as described above, shall include an endorsement stating that the following shall be Additional Insured's: The City of Wyoming, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Wyoming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wyoming may have in effect shall be considered secondary and/or excess.  Your insurance company requires the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question.	
<b>6. Cancellation Notice:</b> Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Wyoming, Purchasing Department, 1155 – 28 <sup>th</sup> Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905."	

**ALL SUBCONTRACTORS MUST COMPLY WITH THE ABOVE REQUIREMENTS.**

Questions regarding required insurance should be directed to the City of Wyoming's Administrative Offices, at 616-530-3173.

In addition, this form must be signed and emailed, with the insurance forms, to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City of Wyoming.

**AGREEMENT:**

I agree to provide the above-described insurance coverage to the City of Wyoming. I also agree to provide the City with evidence of insurance coverage on any and all subcontractors performing work on projects.

Company: JS Buxton

Address: 4241 White Lake Drive, Whitehall, MI 49461

Phone: 231-730-7826

Project/Dir: Chemicals for the Water and Wastewater Plants – Delivery of Slurried Lime

Accepted by

Name Stan Buxton  
(Please Print)

Signature Stan Buxton

Date 6-2-13

## STAFF REPORT

DATE: June 3, 2015

SUBJECT: Award of Bid for Waterworks Fittings

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: June 15, 2015

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### RECOMMENDATION

It is recommended that the City Council award the bid for waterworks fittings to the low bidder, Etna Supply Company.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The Public Works Department's use of waterworks fittings conserves natural resources by reducing the need to completely replace existing water mains.

#### Social Equity

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

#### Economic Strength

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

### DISCUSSION

The Public Works Department utilizes waterworks fittings to repair damaged water mains throughout the City of Wyoming. Water main breaks can be caused by several factors, including age, freezing or thawing of soil, pipe corrosion, soil conditions or ground movement.

On Tuesday, May 12, 2015, the City received two bids for waterworks fittings. Twenty-nine invitations to bid were sent to prospective bidders.

### BUDGET IMPACT

The Public Works Department anticipates spending approximately \$25,000 for waterworks fittings. The total bid is a decrease of 4% from last year's bid pricing.

Sufficient funds are available in the Water Maintenance account 591-441-56200-775.000.

**CITY OF WYOMING, MICHIGAN**

**TABULATION OF BIDS**

Opened By City Clerk On May 12, 2015 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.

Item Description	Estimated Quantity	Etna Supply Company		EJ USA, Inc.	
		Unit Price	Total Price	Unit Price	Total Price
<b>SLEEVES</b>					
20" x 15"	2	\$1,030.00	\$2,060.00	\$1,097.55	\$2,195.10
24" x 15"	2	\$1,420.00	\$2,840.00	\$1,514.70	\$3,029.40
6" x 12"	10	\$96.00	\$960.00	\$102.87	\$1,028.70
8" x 12"	10	\$124.00	\$1,240.00	\$134.46	\$1,344.60
12" x 12"	6	\$250.00	\$1,500.00	\$272.16	\$1,632.96
16" x 15"	2	\$620.00	\$1,240.00	\$684.45	\$1,368.90
6" x 12" Sleeve, oversized	4	\$270.00	\$1,080.00	\$298.08	\$1,192.32
8" x 12" Sleeve, oversized	4	\$340.00	\$1,360.00	\$379.89	\$1,519.56
12" x 12" Sleeve, oversized	4	\$930.00	\$3,720.00	\$1,031.94	\$4,127.76
16" x 15" Sleeve, oversized	2	\$2,400.00	\$4,800.00	\$2,681.91	\$5,363.82
20" x 15" Sleeve, oversized	2				
24" x 15" Sleeve, oversized	2				
<b>ITEMS FOR "D" VALVE BOXES</b>					
3 Piece "D" Valve Boxes	75	\$169.00	\$12,675.00	\$172.72	\$12,954.00
6" Valve Box Extension	20	\$40.00	\$800.00	\$48.67	\$973.40
14" Valve Box Extension	10	\$40.00	\$400.00	\$42.18	\$421.80
18" Valve Box Extension	10	\$48.00	\$480.00	\$48.67	\$486.70
24" Valve Box Extension	10	\$51.00	\$510.00	\$51.91	\$519.10
Top Section	20	\$68.00	\$1,360.00	\$61.65	\$1,233.00
Mid Section	10	\$52.00	\$520.00	\$51.91	\$519.10
Base Section	0	\$37.00	\$0.00		
Cover	50	\$12.00	\$600.00	\$14.81	\$740.50
<b>MEGALUGS GLAND (Kit to include: Gland, Nuts, Bolts and Rubber Gasket)</b>					
6" Megalugs Gland Kit	20	\$30.00	\$600.00	\$32.00	\$640.00
8" Megalugs Gland Kit	20	\$43.00	\$860.00	\$42.00	\$840.00
12" Megalugs Gland Kit	10	\$79.00	\$790.00	\$80.00	\$800.00
16" Megalugs Gland Kit	4	\$150.00	\$600.00	\$160.00	\$640.00
20" Megalugs Gland Kit	4	\$260.00	\$1,040.00	\$258.00	\$1,032.00
24" Megalugs Gland Kit	4	\$360.00	\$1,440.00	\$354.00	\$1,416.00
<b>CUT-IN SLEEVE</b>					
6"	20	\$525.00	\$10,500.00	\$608.31	\$12,166.20
8"	10	\$680.00	\$6,800.00	\$787.32	\$7,873.20
12"	6	\$1,110.00	\$6,660.00	\$1,286.28	\$7,717.68

## STAFF REPORT

Date: June 8, 2015  
Subject: Firefighter Coats & Bunker Pants  
From: Captain Kim Koster  
Meeting Date: June 15, 2015

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### RECOMMENDATION:

It is recommended that the City Council accept Time Emergency Equipment's bid pricing for the purchase of structural firefighter coats and bunker pants.

	Coat	Bunker Pants	Total Set	Additional Cost for Larger Size Coat	Additional Cost for Lettering
Time Emergency Equipment	\$1,072.50	\$825.50	<b>\$1,898.00</b>	\$322.50	\$1.40 each

### SUSTAINABILITY CRITERIA:

Environmental Responsibility: Does not significantly impact this criterion.

Social Equity: Does not significantly impact this criterion.

Economic Strength: Maintaining a schedule of replacement for turn-out gear will ensure that our firefighters are safely equipped, minimizing injuries.

### DISCUSSION:

On February 10, 2015, the City of Wyoming received a single bid response from Time Emergency Equipment for the purchase of structural firefighter coats and bunker pants. As the only bidder, Time Emergency will provide the desired quality and brand of firefighter "turn-out gear" that is required to keep our firefighters safe.

### BUDGET IMPACT:

The structural firefighting coats and bunker pants will be purchased on an as-needed basis. Sufficient funds have been allocated in the Firefighting Uniform account (#101-337-33900-744000).