

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, SEPTEMBER 21, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Dave Crompton, Grandville Baptist Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the September 8, 2015 Regular Meeting and the September 14, 2015 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Jasper Weller, LLC
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

 - a) To Appoint Sonya McGlaun as a Member of the Community Development Committee for the City of Wyoming
 - b) To Appoint Joseph A. Simon as a Member of the Construction Board of Appeals for the City of Wyoming
 - c) To Appoint Robert O’Callaghan as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
- 15) Resolutions**
 - d) To Approve the Application of Jasper Weller, LLC for an Industrial Facilities Exemption Certificate in the City of Wyoming
 - e) To Approve the Conditional Transfer of Property Agreement with the City of Grand Rapids
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - f) To Affirm the City Manager Entering into a Grant Agreement with DTE Energy Foundation for a Community Tree Planting Project

- g) To Authorize the Mayor and City Clerk to Enter into a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. (AAAWM) in Support of Older Adult Transportation and to Authorize the Related Budget Amendment (Budget Amendment No. 21)
- h) To Authorize the Mayor and City Clerk to Execute Change Order No. 1 to the 2015 Wyoming Resurfacing Program
- i) To Accept a Proposal to Upgrade the Wyoming Public Library Locker System
- j) To Accept a Quote for an Ice/Water Rescue Boat & Motor
- k) For Award of Bids
 - 1. Speed Radar Trailer
 - 2. LP Gas Lift Truck
 - 3. Painting Services

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO APPOINT SONYA MCGLAUN AS A MEMBER OF THE
COMMUNITY DEVELOPMENT COMMITTEE FOR THE CITY OF WYOMING

WHEREAS:

1. Sonya McGlaun has submitted an application requesting appointment to the Community Development Committee for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2017.
3. City Council wishes to appoint Sonya McGlaun as a member of the Community Development Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Sonya McGlaun as a member of the Community Development Committee for the term ending June 30, 2017.

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 September 21, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT JOSEPH A. SIMON AS A MEMBER OF THE
CONSTRUCTION BOARD OF APPEALS FOR THE CITY OF WYOMING

WHEREAS:

1. Joseph A. Simon has submitted an application requesting appointment to the Construction Board of Appeals for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2018 on the Construction Board of Appeals.
3. It is the recommendation of the City Manager that Joseph A. Simon is appointed to serve on the Construction Board of Appeals for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to appoint Joseph A. Simon to the Construction Board of Appeals for the unexpired term ending on June 30, 2018.

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 September 21, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT ROBERT O'CALLAGHAN AS A MEMBER
OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. Robert O'Callaghan has submitted an application requesting appointment to the Greater Wyoming Community Resource Alliance for the City of Wyoming.
2. A vacancy exists in an unexpired term ending January 1, 2018 on the Greater Wyoming Community Resource Alliance.
3. City Council wishes to appoint Robert O'Callaghan as a member to the Greater Wyoming Community Resource Alliance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Robert O'Callaghan as a member of the Greater Wyoming Community Resource Alliance for the unexpired term ending January 1, 2018.

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 September 21, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF
JASPER WELLER LLC
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 231, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 19085 on May 24, 1999.
2. Jasper Weller LLC has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to a new facility to be acquired and installed within Industrial Development District 294, with an estimated cost of \$4,000,000.00 for real property to be located at 1500 Gezon Parkway.
3. Before acting on this application, the City Council held a public hearing on September 21, 2015, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard on this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before August 24, 2015, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Jasper Weller LLC for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 231, to wit:

Address: 1500 Gezon Parkway, Wyoming, MI 49509

Tax Parcel No.: 41-17-35-300-028

Legal Description:

PART OF SW 1/4 COM ON SLY LINE OF GEZON PKWY AT A PT 1326.49 FT S 89D 36M 50S E ALONG E&W 1/4 LINE & 712.50 NFT S 1D 26M 30S E TO E LINE OF W 1/2 SW 1/4 FROM W 1/4 COR TH S 1D 26M 30S E ALONG SD E LINE 1274.90 FT TO S LINE OF N 3/4 W 1/2 SW 1/4 TH N 89D 34M 03S W ALONG SD S LINE 681.30 FT TH N 1D 26M 30S W 250.0 FT TH NELY 137.20 FT ALONG A 60.0 FT RAD CURVE TO LT /LONG CHORD BEARS N 23D 03M 04S E 109.20 FT/ TH NWLY 35.79 FT ALONG A 50.0 FT RAD CURVE TO RT /LONG CHORD BEARS N 21D 56M 56S W 35.03 FT/ TH N 1D 26M 30S W 883.13 FT TO SLY LINE OF GEZON PKWY TH ELY 219.66 FT ALONG SD SLY LINE ON A 2956.25 FT RAD CURVE TO RT /LONG CHORD BEARS N 88D 16M 22S E 219.61 FT/ TH S 89D 35M 35S E 428.56 FT TO BEG * SEC 35 T6N R12W 19.10 A.

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period of twelve (12) years.

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 September 21, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
IFT Agreement

Resolution No. _____

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of September 21, 2015 between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Jasper Weller, an LLC, the address of which is 1500 Gezon Parkway, Wyoming, MI, 49509 (the “Company”).

RECITALS

- A. Pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* (“Act 198”), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.
- B. Act 198 also requires a written agreement between the City and the Company.
- C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.
- D. The Company filed an application for an Industrial Facilities Tax Abatement pursuant to Act 198 a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- E. Following a public hearing on September 21, 2015, the City Council adopted a resolution to approve the issuance of an industrial facilities exemption certificate for a period of 12 years for the property located at 1500 Gezon Parkway, in the City (the “Site”) conditional upon the parties entering into this Agreement (the “Tax Abatement”).
- F. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$4,000,000 in improvements to its property in the City and that at least 30 new job(s) will be created at the Site and at least 476 jobs will be retained at the Site as a result of that investment. The Company further pledges that those improvements will remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Tax Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Tax Abatement.
- 2. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2017) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained at the Site upon the project’s completion and the actual number of new jobs created and retained at the Site.

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

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

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

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

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

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

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

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

CITY OF WYOMING

Jasper Weller, LLC

By: _____
Jack A. Poll, Mayor

By: _____
Holly Zandstra, Controller

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2015

Date signed: _____, 2015

09/21/15
HAI

**CITY COUNCIL
CITY OF WYOMING, MICHIGAN**

RESOLUTION NO. _____

**RESOLUTION APPROVING CONDITIONAL TRANSFER OF PROPERTY
AGREEMENT WITH THE CITY OF GRAND RAPIDS**

WHEREAS:

1. Act 425 of the Public Acts of Michigan of 1984, as amended (“Act 425”) authorizes “local governmental units,” to enter into agreements to provide for the conditional transfer of property from the jurisdiction of one local governmental unit to that of another local governmental unit, to provide for the sharing of taxes and other revenues, and to address other issues.
2. The City of Grand Rapids (“Grand Rapids”) and the City of Wyoming (“Wyoming”) are local governmental units as defined in Act 425.
3. Representatives of Wyoming and Grand Rapids have prepared a proposed Conditional Transfer of Property Agreement for consideration by the Grand Rapids City Commission and the Wyoming City Council, a copy of which is attached as Exhibit A (the “Agreement”) in response to a request by Michigan Turkey Producers who wish to use property currently located within Grand Rapids’ jurisdiction to expand its plant and operations on adjacent property located within Wyoming’s jurisdiction.
4. As required by Act 425, the Grand Rapids City Commission held a public hearing on August 11, 2015, and the Wyoming City Council held a public hearing on the Agreement on August 17, 2015, and no petitions were received by the City Clerk of either city requesting a referendum.
5. The City Council, after considering all of the factors and issues as recited in the Agreement, has determined to enter into the Agreement in the form attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED:

1. That The Agreement in the form attached as Exhibit A is approved in all respects.
2. That The Mayor and City Clerk are authorized and directed to sign the Agreement on behalf of the City.
3. That all resolutions or parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

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

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular session held on September 21, 2015.

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: September 17, 2015

Subject: Act 425 Agreement with City of Grand Rapids
Michigan Turkey Producers Expansion Project

From: Heidi A. Isakson, Deputy City Manager

Meeting Date: September 21, 2015 City Council Meeting

Recommendation:

Adopt a resolution to approve the proposed Act 425 Conditional Transfer of Property Agreement with the City of Grand Rapids.

Sustainability Criteria:

Environmental Quality – No impact

Social Equity – Public Act 425 is available to communities to structure a long-term agreement for the eventual transfer of property from one municipality to another, with shared tax revenue, to the benefit of both communities and the property owner.

Economic Strength – This agreement will simplify a business and building expansion project by a significant Wyoming employer, Michigan Turkey Producers. The project will ultimately result in \$9.1 million of real property investment, \$5 million in equipment investment, and the potential for 24 additional jobs.

Discussion:

On August 17, 2015, the City Council held a public hearing on the proposed transfer of property from the City of Grand Rapids to the City of Wyoming under Public Act 425. At the time of the hearing, no objections were made to the transfer, and in the required 30-day waiting period, which expired September 16, 2015, no request for referendum on the agreement was filed.

Michigan Turkey Producers (MTP) operates two facilities in the City of Wyoming on Chicago Drive and Hall Street. Their Hall Street property currently consists of the main plant on a City of Wyoming parcel, and two adjacent parcels in the City of Grand Rapids, one of which is used for employee parking.

We met with Dan Lennon of MTP earlier this summer, learned of their plans for a significant building expansion, and that the enlarged building would cross the boundary with the City of Grand Rapids. The Grand Rapids parcels are land-locked and provide no City of Grand Rapids utilities. In effort to facilitate and simplify this project, we offered to explore an Act 425 Conditional Transfer of Property with the City of Grand Rapids. Concerns with the building being “split” between two communities include

assessing the value, property taxation, income taxation, potential tax abatements, and other services.

We have already reached an agreement with the City of Grand Rapids for Wyoming to complete all the building inspection and permitting services associated with the project. The agreement attached is being considered by the Grand Rapids City Commission, and a hearing was held, concurrent with your action. The final Agreement is now being presented to both cities for approval consideration.

The City of Grand Rapids is expected to consider approval of the agreement at a regular meeting on September 22, 2015. If both bodies approve the agreement, the respective Mayors and City Clerks will be authorized to sign it, and all state and county officials will receive required notice of the agreement and transfer.

Budget Impact:

The agreement will share three mills of property tax with the City of Grand Rapids on the entire property (the current Wyoming parcel, plus the two current Grand Rapids parcels). This amount would be proportionately adjusted to reflect any tax abatements on the site. The term of the agreement is proposed to be 50 years, at which time the tax sharing would end and the property would be permanently part of the City of Wyoming.

EXHIBIT A

CONDITIONAL TRANSFER OF PROPERTY AGREEMENT

This Conditional Transfer of Property Agreement is made as of September 23, 2015, between the City of Wyoming, a Michigan municipal corporation with a principal office address of 1155-28th Street SW, Wyoming, MI 49509 ("Wyoming") and the City of Grand Rapids, a Michigan municipal corporation with a principal office address of 300 Monroe Avenue NW, Grand Rapids, MI 49503 ("Grand Rapids").

RECITALS

- A. 1984 PA 425, as amended, MCL 124.21 *et seq.* ("Act 425"), authorizes two or more "local units" of government to enter into an agreement providing for (i) the conditional transfer of property for the purpose of providing for and enhancing one or more economic development projects, (ii) the jurisdiction over the transferred property, (iii) the sharing of taxes and other specific revenues, and (iv) certain related matters as provided in Act 425.
- B. Wyoming and Grand Rapids, both organized and existing as home rule cities pursuant to 1909 PA 279, as amended, MCL 117.1 *et seq.*, are both "local units" as defined by Act 425.
- C. Certain real property owned by Michigan Turkey Producers, LLC, ("MTP") identified in the attached Exhibit A is located within Grand Rapids (the "Grand Rapids Property") and is adjacent to certain real property owned by MTP identified in the attached Exhibit A located within Wyoming (the "Wyoming Property" and along with the Grand Rapids Property the "MTP Property").
- D. MTP wishes to construct on the Grand Rapids Property an addition to its buildings, most of which are on the Wyoming Property, which is an "economic development project" as defined in Act 425.
- E. MTP desires that all of the buildings it owns on the MTP Property should be in a single jurisdiction.
- F. Accordingly, Wyoming and Grand Rapids propose that the Grand Rapids Property (the "Conditionally Transferred Area") be conditionally transferred from Grand Rapids to Wyoming pursuant to Act 425 and the terms and conditions of this Agreement.
- G. Pursuant to Act 425, the Wyoming City Council of Wyoming held a public hearing on August 17, 2015, and the Grand Rapids City Commission held on a public hearing on August 11, 2015, regarding this Agreement and the conditional transfer of the Conditionally Transferred Area.
- H. The Wyoming City Council and the Grand Rapids City Commission have each determined, by the majority of the members elected and serving on each body, to enter into this Agreement.
- I. Neither the Wyoming City Council nor the Grand Rapids City Commission has adopted a resolution calling for a referendum on the conditional transfer of the Conditionally Transferred Area pursuant to this Agreement and more than 30 days have elapsed since public hearings have been held by the Wyoming City Council and the Grand Rapids City Commission regarding this Agreement and the conditional transfer of the Conditionally Transferred Area and neither the Wyoming City Clerk nor the Grand Rapids City Clerk has received a petition calling for a referendum on such transfer.
- J. Wyoming and Grand Rapids both find that the conditional transfer of the Conditionally Transferred Area from Wyoming to Grand Rapids will encourage, promote and assist economic development in the Conditionally Transferred Area for the general benefit of residents of both Wyoming and Grand Rapids.

TERMS AND CONDITIONS

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

ARTICLE I

PURPOSE, AUTHORITY, CONSIDERED FACTORS, AND REPRESENTATIONS

1.1 Purpose. This Agreement is intended to fully effect and fully address all matters concerning the conditional transfer of the Conditionally Transferred Area from the jurisdiction of Grand Rapids to the jurisdiction of Wyoming.

1.2 Authority. This Agreement is made pursuant to Act 425, as well as the general authority of Act 279 and the City Charters of Wyoming and Grand Rapids.

1.3 Considered Factors. Wyoming and Grand Rapids have, as required by Act 425, considered the following factors prior to entering into this Agreement:

A. The composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries and drainage basins; past and probable future growth, including population increase and business, commercial and industrial development within the Conditionally Transferred Area and comparative data for Grand Rapids and Wyoming and that portion of Grand Rapids remaining after the transfer of the Conditionally Transferred Area.

B. The need for organized community services; the present costs and adequacy of governmental services in the Conditionally Transferred Area; the probable future need for services in such area; the practicability of supplying such services in such area; the probable effect of the transfer and of alternative causes of action on the cost and adequacy of services in such area and the remaining portion of Wyoming, the probable change in taxes and tax rates in such area in relation to the benefits expected to accrue from the transfer; and the financial ability of Wyoming to provide and maintain services in the Conditionally Transferred Area.

C. The general effect of the conditional transfer upon Wyoming and Grand Rapids and the relationship of the conditional transfer to any established land use plans.

1.4 Grand Rapids' Representation. Grand Rapids represents and covenants that it has not represented to any obligees, lenders, bondholders or creditors that it is dependent upon any revenue from the Conditionally Transferred Area to meet any obligations of Wyoming or any entity created or controlled by Wyoming. Wyoming further represents and covenants that it knows of no special assessments which have been levied and are outstanding against any of the Conditionally Transferred Area.

ARTICLE II TRANSFER AND EFFECTS

2.1 Transfer of Property. The Conditionally Transferred Area is conditionally transferred from the jurisdiction of Grand Rapids to the jurisdiction of Wyoming as provided in and subject to all the terms and conditions of this Agreement.

2.2 Effects of Transfer. Except as otherwise specifically provided in this Agreement, the Conditionally Transferred Area shall, for all purposes, be within the jurisdiction of Wyoming and Grand Rapids shall have no jurisdiction over such Conditionally Transferred Area. The following shall specifically apply:

A. Upon transfer of the Conditionally Transferred Area, Wyoming shall have jurisdiction over the zoning of and Wyoming's zoning ordinance shall apply to the zoning of the Conditionally Transferred Area. Unless and until any rezoning of the Conditionally Transferred Area occurs, the Property will retain its existing zoning under the Grand Rapids zoning ordinance. Wyoming shall be responsible for enforcement of the zoning requirements for the Conditional Transferred Property.

B. In order to assure continuity and due to the proximity of municipal services and consequent efficiency in providing such services, governmental services shall be provided to the Conditionally Transferred Area as follows:

1. Unless Wyoming and Grand Rapids otherwise agree in writing, the Conditionally Transferred Area shall continue to be served and the users thereof shall continue to be customers of the Wyoming water and sanitary sewer systems.

2. Wyoming shall provide all governmental services, including without limitation, police and fire protection; building permits; building, property maintenance, mechanical, electrical, plumbing and fire code enforcement; real and personal property assessment and collection services; and street and road maintenance and repair (except for border-line streets surrounding the Conditionally Transferred Area the maintenance and repair of which shall remain the same as that in effect just prior to the effective date of this Agreement). Such services shall be provided by Wyoming to the Conditionally Transferred Area and its occupants on the same basis as it provides such governmental services within its jurisdictional limits. Grand Rapids shall have no obligation to

provide such governmental services to the Conditionally Transferred Area or its occupants. This Agreement shall not affect any mutual aid agreements involving the parties.

3. Wyoming and Grand Rapids shall jointly cooperate on the economic development of the Conditionally Transferred Area.

2.3 Applicability and Enforcement of Ordinances. Except as provided elsewhere in this Agreement, the Conditionally Transferred Area will be treated as being within the legal limits of Wyoming for the purpose of applying and enforcing all ordinances, rules and regulations.

2.4 Property Taxes. For the purposes of all taxation of real and personal property within the Conditionally Transferred Area, the Conditionally Transferred Area shall be considered as being within the legal limits and jurisdiction of Wyoming. However, any real or personal property taxes levied against such property comprising the Conditionally Transferred Area on Wyoming's tax roll for 2015 and prior years shall remain a lien on the affected property in the Conditionally Transferred Area and, when collected, such taxes, including any applicable penalties, interest and administration fees shall belong to Grand Rapids.

2.5 Special Assessments. The Conditionally Transferred Area shall be treated as being within the legal limits and jurisdiction of Wyoming for purposes of the levy of any special assessments.

2.6 Rates, Charges and Fees. Except as provided elsewhere in this Agreement, all rates, charges, fees and other costs for governmental services provided by Wyoming within the Conditionally Transferred Area shall be calculated, levied and collected on the same basis as if such Conditionally Transferred Area was within the legal limits and jurisdiction of Wyoming.

2.7 Voting. Any person residing within the Conditionally Transferred Area shall be entitled to vote on the same basis as if such Conditionally Transferred Area were located within the legal limits of Wyoming.

2.8 Property Tax Abatements.

A. Wyoming may, without Grand Rapids' approval or consent, approve property tax abatements for eligible property located within the Conditionally Transferred Area pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* ("Act 198"). Michigan Turkey Producers has filed requests with Grand Rapids and with Wyoming to establish an industrial development district pursuant to Act 198 which would be comprised of all of the Wyoming Property and all of the Grand Rapids Property.

B. However, Wyoming may not approve a property tax abatement for real or personal property located within the Conditionally Transferred Area pursuant any law other than Act 198 without Grand Rapids' prior written approval.

ARTICLE III SHARING OF TAXES AND OTHER REVENUES

3.1 Sharing of Property Taxes. Wyoming shall pay Grand Rapids from its levy of *ad valorem* property taxes upon all taxable real property comprising the MTP Property each statutory tax year beginning with the statutory tax year ending December 31, 2016 (*i.e.*, beginning with the July 1, 2016, tax levy), and continuing for each statutory year thereafter during the term of this Agreement an amount equal to the levy of 3.0 mills on that year's taxable value of that real property. The taxable value of the MTP Property shall be adjusted each year in accordance with state law. If a tax abatement is granted that fixes or reduces the taxable value of the MTP Property, the amount of shared revenues shall be reduced in accordance with that fixed or reduced taxable value. If a tax abatement is granted that reduces the rate at which the MTP Property is taxed (*e.g.*, by reducing the rate of *ad valorem* taxes levied by Wyoming against the MTP Property or by providing for an industrial facilities tax levied at one-half the rate of Wyoming's millage rate), the amount paid by Wyoming to Grand Rapids pursuant to this section shall be proportionately reduced.

3.2 Other Revenues. Wyoming shall be entitled to apply for, receive, and retain all gas and weight taxes or other revenues received pursuant to 1951 PA 51, as amended, MCL 247.651 *et seq.*, sales tax revenues, local community stabilization share of use taxes, revenue sharing revenue and all other applicable revenue that may be available during the term of this Agreement related to the Conditionally Transferred Area as if the Conditionally Transferred Area was within the legal limits of Wyoming.

3.3 Gifts, Grants, Etc. All gifts, grants, assistance funds, bequests or other funds from any public or private source given, awarded or obtained as a result of the Conditionally Transferred Area or any activity performed upon or within the Conditionally Transferred Area, the occupancy of the Conditionally Transferred Area, or for any reason arising from the existence or jurisdiction of the Conditionally Transferred Area shall belong to Wyoming.

ARTICLE IV TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be 50 years expiring at 11:59 p.m. local time on September 22, 2065.

4.2 Effect of Expiration. Upon the expiration of this Agreement at the end of its term, the Conditionally Transferred Area shall for all purposes be within the legal limits and jurisdiction of Wyoming.

4.3 No Early Termination. Neither Wyoming nor Grand Rapids may unilaterally terminate this Agreement before the end of its term for any reason, including any breach of this Agreement by the other party. Both Wyoming and Grand Rapids agree that specific performance is the only appropriate remedy for enforcing the terms of this Agreement. The parties agree that if a party is ordered to specifically perform an obligation under this Agreement, such party shall reimburse the prevailing party for its costs and expenses of litigation including, without limitation, attorney fees.

ARTICLE V MISCELLANEOUS

5.1 Notices. Any notice, demand, communication required, permitted or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first-class mail addressed to those addresses first provided above. Either party may, by written notice designate any further or different address to which subsequent notices, demands or communications may be given.

5.2 Defense of Agreement. Each party will in good faith defend the validity of this Agreement.

5.3 Assignment. No assignment of this Agreement or any of the rights and obligations thereunder shall be valid without the written consent of both parties.

5.4 Interpretation. The headings in this Agreement are for reference purposes only and shall not affect its meaning or interpretation. This Agreement is the entire agreement between the parties with respect to its subject matter. It supersedes and replaces all previous or contemporaneous, expressed or implied, written or oral statements, covenants, representations or agreements. No oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall be of any effect, and both parties specifically acknowledge, in entering into and executing this Agreement, they are relying solely upon the representations and agreements in this Agreement and no others. This Agreement may not be amended except in writing by the parties following public hearings before and resolutions adopted by the Wyoming City Council and the Grand Rapids City Commission. This Agreement may be executed in any number of counterparts and each counterpart shall be considered a valid original. Both parties have consulted legal counsel and had input into the drafting of this Agreement. It shall therefore be construed as if it were mutually drafted.

5.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable by judgment of a court of competent jurisdiction, its unenforceability shall not affect the remainder of this Agreement which shall remain in effect and enforceable in accordance with its terms, unless such severance would materially destroy the intent of the parties in entering into this Agreement, in which case the parties shall immediately commence negotiations to achieve a revised fully valid and enforceable Agreement. However, if such a revised fully valid and enforceable Agreement is not executed by Wyoming and Grand Rapids within 60 days after entry of a judgment by the court, then either party may terminate this Agreement by written notice to the other party, in which case, the provisions of Section 4.3 shall apply.

5.6 Binding Effect. This Agreement shall bind the parties and any permitted successors and assigns.

5.7 Parties. This Agreement shall be enforceable only by the parties and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement and no other person shall have the right to enforce any provision in this Agreement.

5.8 Filing and Effective Date. In accordance with Act 425, following the execution of this Agreement by Wyoming and Grand Rapids, a duplicate original of this Agreement shall be filed with the Kent County Clerk and the Michigan Secretary of State. This Agreement certified by the County Clerk and Secretary of State shall be *prima facie* evidence of the conditional transfer of the Conditionally Transferred Area. This Agreement shall be effective at 12:01 a.m. local time on September 23, 2015, provided it has been filed with the County Clerk and Secretary of State. The parties agree to the filing of additional documents such as notices, forms and reports that may be required or requested by county, state or other agencies to give full effect to and to fully implement this Agreement.

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

CITY OF WYOMING

CITY OF GRAND RAPIDS

By: _____
Jack Poll, Mayor

By: _____
George K. Heartwell, Mayor

Attest: _____
Kelli A. VandenBerg, City Clerk

Attest: _____
Darlene O'Neal, City Clerk

Approved by City Council Resolution No. _____,
adopted on _____, 2015.

Approved as to form:

Catherine Mish, City Attorney

Approved by City Commission Proceeding No.
_____, adopted on _____, 2015

EXHIBIT A

GRAND RAPIDS PROPERTY

Parcel Number: 41-13-35-300-011

Property Address: 1191 FREEMAN AVE SW

i. **Description:**

S 105.0 FT OF W 200.0 FT OF E 263.50 FT OF W 1/2 W 1/2 SE 1/4 * SEC 35 T7N R12W 0.48 A.

AND

Parcel Number: 41-13-35-300-013

Property Address: 1043 FREEMAN AVE SW

ii. **Description:**

PART OF E 1/2 SWFRL 1/4 & PART OF W 1/2 W 1/2 SE 1/4 COM AT S 1/4 COR TH N 89D 18M 35S W ALONG S SEC LINE 76.41 FT TO CL OF PLASTER CREEK TH N 44D 08M 00S W 590.76 TO INT OF CL OF SD CREEK & SELY LINE OF C&O RR R/W TH N 47D 41M 00S E ALONG SELY LINE OF SD RR R/W 333.38 FT TH S 42D 19M 00S E 587.24 FT TH N 80D 21M 08S E 229.28 FT TH N 47D 41M 14S E 276.52 FT TO WLY LINE OF FREEMAN AVE /80 FT WIDE/ TH S 2D 04M 00S E ALONG WLY LINE OF SD AVE 335.0 FT TO N LINE OF S 105 FT OF SE 1/4 TH 90D 00M 00S W ALONG SD N LINE 200.0 FT TO W LINE OF E 263.50 FT OF W 1/2 W 1/2 SE 1/4 TH S 2D 04M 00S E ALONG SD W LINE 105.0 FT TO S SEC LINE TH 90D 00M 00S W ALONG S SEC LINE 400.48 FT TO BEG * SEC 35 T7N R12W 7.39 A.

WYOMING PROPERTY

Parcel Number: 41-17-02-201-009

Property Address: 1100 HALL ST SW

Description:

PART OF N 1/2 OF SEC COM AT NW COR OF NE 1/4 TH E ALONG N SEC LINE TO W LINE OF FREEMAN AVE / 30 FT WIDE/ TH SLY ALONG W LINE OF SD AVE TO NLY LINE OF CONRAL RR R/W /50 FT WIDE/ TH NWLY ALONG SD RR R/W TO CL OF PLASTER CREEK TH NLY ALONG SD CL TO N SEC LINE TH E TO BEG * SEC 2 T6N R12W 4.99 A.

RESOLUTION NO. _____

RESOLUTION TO AFFIRM THE CITY MANAGER ENTERING INTO A GRANT
AGREEMENT WITH DTE ENERGY FOUNDATION FOR A COMMUNITY TREE
PLANTING PROJECT

WHEREAS:

1. The City has lost an extensive number of old growth trees within Ideal Park from tornado damage.
2. The City desires to replace some of these with 20 trees of diverse species.
3. DTE Energy Foundation has offered the City a grant of \$4,000 to assist in this reforestation.
4. The City has programmed \$4,936 in matching funds in the FY 2016 Parks & Recreation Department's budget in account 208-752-75600-987.151.
5. The trees are required to be planted by November 30, 2015 to receive the grant funds.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby affirm the City Manager signing the grant agreement.

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 September 21, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: September 15, 2015

Subject: DTE Energy Foundation Tree Planting Grant

From: Tim Cochran, City Planner
Jeff Anderson, Parks and Facilities Supervisor

CC: Rebecca Rynbrandt, Director of Community Services

Meeting Date: September 21, 2015

Recommendation:

It is recommended that the City Council authorize the City Manager to enter into an agreement with DTE Energy Foundation to obtain a grant to supplement the planting of 20 diverse trees within Ideal Park.

Sustainability Criteria:

Environmental Quality – The installation of trees will contribute to the reforestation of a major City park.

Social Equity – The enhancement of the public parks promotes wide spread community use.

Economic Strength – Quality public parks contribute to the overall community's vitality and desirability.

Discussion:

The tornado storm damage of 2014 resulted in a devastating loss of the old growth tree canopy within Ideal Park. For several years, the City has been replacing trees within this park that were lost due to emerald ash borer and less severe storm damage. The City replacement of these trees has been supported with the assistance of grant monies. Currently, City staff desires to plant 20 trees of diverse species and 3 - 4 inch caliper within the park. We recently applied for, and were awarded, a DTE Energy Foundation Tree Planting Grant for \$4000.

Budget Impact:

The grant will provide \$200 for each tree planted. The total project cost is estimated at \$8,936. The \$4,936 in matching funds is available in the FY 2016 Parks & Recreation Department's budget account 208-752-75600-987.151. The trees must be planted by November 30, 2015 to receive the grant funds. Payment of the grant is provided upon installation of the trees.

Page 2

With your support, we ask that this matter be placed before the City Council for their approval consideration at the Monday, September 21, 2015 Regular Meeting.

###



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAGH
DIRECTOR

August 31, 2015

Mr. Jeff Anderson
City of Wyoming
1115 28th St., SW
Wyoming, MI 49509

Dear Mr. Anderson,

Thank you submitting an application for consideration to the 2015 DTE Energy Foundation Tree Planting Grant Program, administered by the Department of Natural Resources (DNR), Urban Forestry Program. I am pleased to notify you that your project was approved for award in the amount of **\$4000**. Congratulations!

Enclosed is a Grant Agreement packet containing the following documents for signature and information:

- Two copies of the Grant Agreement (PR 4167-8E)
- One copy of Grant Agreement Attachment 1 (IC 4167-9)
- Department of Agriculture form AD-1049, Certification Regarding Drug-Free Workplace
- Form W-9; Request for Taxpayer Identification Number and Certification
- Grant reporting forms:
 - DTE Tree Maintenance Agreement (PR 4167-4)
 - DTE Grant Tree Inventory (PR 4167-5)
 - DTE Grantee's Financial Report (PR 4167-2)
 - DTE Volunteer Time Record (PR 4167-3)

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). Non-municipal contractors are required to register to receive payment by EFT at the Contract & Payment Express website www.cpexpress.state.mi.us. Please contact the Department of Management and Budget, Vendor Registration at 517- 373-4111 for assistance.

Payment will be made upon completion of the entire grant. Payment may be requested as soon as the project is completed; it is not necessary to wait until the end of the grant period. Payment must be requested no later than 30 days after the grant expiration date. **The grant expires October 31, 2015, and will not be extended beyond this date.**

Please review the documents carefully. Sign, date and return both copies of the Grant Agreement, along with a single copy of the W-9, and USDA Drug-Free Workplace forms at your first convenience.

As the Grant Supervisor, I will then sign and return one original copy to you for your records. **Your grant will not be considered effective until I have signed and dated the grant agreement.** Please contact me if you have any questions.

Sincerely,

Kevin Sayers
Urban Forestry Coordinator
(517) 284.5898
sayersk@mi.gov



DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM

GRANT AGREEMENT



Issued under authority of Part 5 of Act 451, P.A. 1994, as amended, subject to the provisions of the law and the conditions herein contained. DTE Energy Foundation Tree Planting Grant Program grants are awarded to the organizations named herein.

Table with 4 columns: Legal Name of Grantee, Grant Number, Grant Amount, Street Address, Federal I.D. Number, Ending Date, City, State, ZIP, Grantee Contact Name, Grantee Contact Email, Grantee Telephone Number.

Table with 3 columns: FINANCIAL BREAKDOWN OF ESTIMATED PROJECT COSTS, DTE FUNDS AWARDED (MAX. 50% OF PROJECT), LOCAL MATCH* (MIN. 50% OF PROJECT). Rows include Personnel, Fringes, Volunteer, Trees, Equipment, Supplies, Other, Contractual, and Total.

SPECIAL CONDITIONS OF GRANT (Subject to the conditions contained in Attachment 1.) * Ultimate match source(s) may differ from above. Allowable reimbursement rates: Balled and burlap - up to \$125/tree, Bare-root - up to \$50/tree, small containerized - up to \$45/tree, Large containerized - up to \$75/tree, seedlings - up to \$40/ 100 seedlings. Tree planting costs are not reimbursable, but may be used as match. All cash match expenses must be documented with paid receipts or invoices. All in-kind match expenses must be documented and explained on signed/dated letterhead or equivalent.

DEPARTMENT REPRESENTATIVE TO CONTACT RELATIVE TO THIS GRANT AGREEMENT:

Table with 3 columns: Name of Representative, Department Location/Office, Telephone Number, Mailing Address, City, State, Zip code, Fax Number.

THIS GRANT AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 131. This grant is subject to the conditions contained in Attachment 1 (IC 4167-9).
132. Grant reimbursement may be made upon verification of actual expenditures and in accordance with conditions listed in Attachment 1.
133. Request for payments may be made when the project has been completed, but must be received no later than 30 days after the grant period ends and in accordance with the conditions listed in Attachment 1.
134. All statements, publications or presentations concerning the grant will contain an acknowledgment of the State's participation and support and DTE Energy Foundation's participation and support. Attachment 1 provides further information.
135. The Grantee hereby assures and certifies to comply with all State and Federal laws, rules, regulations, policies, guidelines, and requirements. Also, the applicant assures and certifies with respect to the agreement that it possesses the legal authority to enter into this grant agreement.
6. This contract is not valid until it has been signed by both the grantee, and the Department's Representative. The date of the Department Representative's signature will constitute the starting date of the grant.

I, the undersigned, certify that I have read, understand, and agree to comply with this agreement and the conditions listed in Attachment 1, and have authority to enter into this agreement on behalf of Grantee.

Table with 4 columns: Grantee Representative's Signature, Date, DNR Representative Signature, Date.

GRANTEE: Return two (2) Original (signed) Agreements to:

DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM
URBAN AND COMMUNITY FORESTRY PROGRAM
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30452
LANSING MI 48909

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH THE AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC. (AAAWM) IN SUPPORT OF OLDER ADULT TRANSPORTATION AND TO AUTHORIZE THE RELATED BUDGET AMENDMENT

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens.
2. The City of Wyoming and AAAWM have an established contract to provide certain services with state and federal funding for a period ending September 30, 2015.
3. The City of Wyoming had applied to amend the service contract effective October 1, 2015 through September 30, 2016.
4. The Board of Directors of AAAWM voted to award the City of Wyoming \$13,133 to provide transportation services for older adults.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming recognizes the total awarded grant amount of \$13,133 and authorizes the Mayor and City Clerk to enter into a contract amendment to provide services by accepting such funding from the AAAWM.
2. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 21, 2015.

ATTACHMENTS:
Budget Amendment
Staff Report
Contract

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 14, 2015

Subject: Grant Award for Transportation Assistance Program

From: Rebecca Rynbrandt, Director of Community Services

Cc: Eric Tomkins, Recreation Supervisor
Molly Remenap, Recreation Programmer II

Meeting Date: September 21, 2015

RECOMMENDATION:

It is recommended that the City Council approve a grant agreement with the Area Agency on Aging of Western Michigan in the amount of \$13,133 to provide for the continuance of the Wyoming Senior Center's Older Adult Transportation Assistance Program.

SUSTAINABILITY CRITERIA:

Social Equity – This program works to assure reliable transportation for adults 60 years of age and older who have limited economic means, are disabled, and are socially isolated.

Economic Strength – Through grant support, we will be able to subsidize over 5,500 Go! Bus rides for area older adults. Program participant's use tickets to attend the Wyoming Senior Center and to perform activities of daily living and contribute to the local economy. Participant surveys indicated that Go! Bus tickets are used to: improve quality of life, access medical appointments, obtain food and other services.

DISCUSSION:

Our application for continuation funding in support of senior citizen transportation needs has met with success. Area Agency on Aging of Western Michigan (AAAWM) Board of Directors voted in favor of funding \$13,133 in support of our Go! Bus subsidized ticket program for fiscal year 2016. Older Americans Act dollars which funds this program become available October 1, 2015. We were pleased that the program's merits and the vital service it provides to area older adults continue to be recognized by the AAWM. This innovative program is one of many such programs offered by the Wyoming Parks and Recreation Department in support of area older adults and is administered out of the Wyoming Senior Center.

BUDGET IMPACT:

An additional \$13,133 will be leveraged to provide for transportation services for older adults. The attached budget amendment has been prepared by the Finance Department.

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

The **Area Agency on Aging of Western Michigan, Inc. (AAAWM)**, a Michigan non-profit Corporation, and **City of Wyoming (Service Provider)**, a Michigan municipality, entered into Contract numbered 51.98 in which the Service Provider undertook to provide certain services with state and federal funding for the three year period ending September 30, 2016. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of July 27, 2015, AAAWM and the Service Provider agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2015 through September 30, 2016, as provided in the Contract of October 1, 2013, shall not exceed **\$13,133.00 (Thirteen thousand one hundred thirty-three and 00/100 dollars)**.
2. Service Provider is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Provider agrees to provide as Local Match, for the budget period October 1, 2015 through September 30, 2016, as specified in the Contract of October 1, 2013, shall be not less than **\$1,459.00 (One thousand four hundred fifty-nine and 00/100 dollars)**.
4. That Service Budget (Attachment I-A) is deleted and Service Budget (Attachment I-A) dated August 18, 2015 is added.
5. That Older Americans Act Funding Distribution (Attachment II) is deleted and Older Americans Act Funding Distribution (Attachment II) dated July 27, 2015 is added.
6. Federal Regulations. Service Provider will comply with federal regulation 2 CFR Part 180 and certifies to the best of its knowledge and belief that its employees:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 13(b); and
 - (d) Have not within a 3-year period preceding this agreement had one or more public transaction (federal, state or local) terminated for cause or default.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
A MICHIGAN NONPROFIT CORPORATION

By:  8-31-15
Thomas E. Czerwinski, Executive Director
Area Agency on Aging of Western Michigan Date

By: _____
Person Authorized to Sign for Service Provider Date

Name: _____

Title: _____

**Area Agency on Aging of Western Michigan
Access / Community Services Budget**

Attachment I - A
Date: 8/18/15
Prepared by: Molly Remenap

Contractor Name: City of Wyoming
Access/Community Service: Transportation - Public
Geographic Area to Serve: Kent County

Budget Period: FY 2016 10/1/15-9/30/16
Contract #: 51.98

| I. Funding Summary: | | Amount: |
|---|----------------|----------|
| 1. Federal Funds Awarded (IIB, IID, IIE, IIIEAP, VII) | | \$13,133 |
| 2. State Funds Awarded (SAC, SIH, SRC, TSRP, SCS) | | \$13,133 |
| 3. Total AAAWM Funds Awarded | | \$1,459 |
| 4. 10% Cash/In-kind Match (Required) | | \$1,459 |
| Source of Cash Match: | Amount: | |
| | | |
| 4a. Total Local Cash Match | | \$0 |
| Source of In-Kind Match: | Amount: | |
| City of Wyoming | | \$1,459 |
| | | |
| 4a. Total Local In-Kind Match | | \$1,459 |
| 5. Other Resources: (Describe below) | Amount: | \$0 |
| | | \$0 |
| | | \$0 |
| 6. TOTAL Program Funding | | \$14,592 |

| II. Total Per Unit Cost: | | AAAWM \$ | Other Resources \$ |
|--|--|----------|--------------------|
| <i>List amounts used in the provision of one AAAWM-funded unit</i> | | | |
| 1. Direct Service Workers' Costs and Expenses | | | |
| 2. Supplies/Equipment for Direct Service Provision | | \$0.54 | |
| 3. Administration and Fundraising Expenses | | \$3.00 | |
| 4. Other: Occupancy, Communication, Other (describe below) | | | |
| Description of Overhead Expenses | | | |
| Other-Occupancy | | | |
| Other-Communications | | | |
| Other- | | | |
| Other- | | | |
| Total Unit Cost includes AAAWM funds, match & other resources | | \$3.54 | |
| 5. Cost Per AAAWM Unit | | \$0.35 | |
| 6. Less 10% Unit Match | | \$3.19 | |
| 7. Unit Rate to Be Paid by AAAWM to Service Provider | | | |

| III. Contracted Units | | |
|-----------------------|----------|-------|
| Type | Amount | Units |
| 1. AAAWM Funds | \$13,133 | 4,122 |
| 2. Program Income | \$7,000 | 2,197 |
| 3. Cost Share | | 0 |
| 4. TOTAL | \$20,133 | 6,319 |

For each of the following, provide an estimated number of persons to be served with the budgeted funds.

| | |
|----|--|
| 80 | Clients |
| | Clients who are caregivers |
| 60 | Clients with income less than or equal to 100% of poverty: |
| | Clients under 60 years of age: |
| 41 | Clients over 75 years of age: |
| 10 | Minority clients: |
| 45 | Frail/Disabled clients (3 or more ADLs and/or IADLs): |

| IV. One-Time Budget | | Total Amount |
|---------------------------------|--------|--------------|
| AAAWM AWARD (Reimbursement Due) | | |
| Description (Itemize) | Amount | |
| | | |
| | | |
| | | |
| 10% Match Required | | \$0 |
| Description (Itemize) | Amount | |
| 1. Cash: | | |
| 2. In-Kind: | | |
| | | |
| Total Expenses | | \$0 |

AAAWM AWARD TOTAL = \$13,133

Area Agency on Aging of Western Michigan
Older Americans Act Funding Distribution
October 1, 2015 – September 30, 2016

Funding as of: July 27, 2015

City of Wyoming

| Service | Source | CFDA | Award |
|-------------------------|----------------------|-------------|-----------------|
| Transportation - Public | IIIB | 93.044 | \$13,133 |
| | Total Funding | | \$13,133 |

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE CHANGE ORDER NO. 1 TO THE
2015 WYOMING RESURFACING PROGRAM

WHEREAS:

1. On July 20, 2015, the City Council awarded a contract for the 2015 Wyoming Resurfacing Program to Rieth-Riley Construction Co., Inc. in the amount of \$934,571.
2. The 2015 Wyoming Resurfacing Program consists of milling and resurfacing the asphalt pavement along Clay Avenue from 36th Street to the south City limit.
3. After the project was awarded, increased quantities of concrete curb and gutter were found to be in poor condition, requiring replacement and increasing the overall project cost.
4. Additionally, asphalt thicknesses between 36th Street and 44th Street were deemed insufficient for a major industrial corridor, requiring an additional layer of pavement in this section, increasing bituminous quantities.
5. The increased curb and gutter quantities and the additional bituminous pavement quantities can be included with the project, adding approximately \$235,000.
6. Change Order No. 1 has been prepared for the additional curb and gutter replacement and additional bituminous pavement adding \$235,000 to the contract.
7. The additional costs for this project can be financed out of the Capital Improvement Fund Account No. 400-441-50200-972.502.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Change Order No. 1 to the 2015 Wyoming Resurfacing Program in the amount of \$235,000.

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 September 21, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments: Staff Report
 Change Order

Resolution No. _____

Staff Report

Date: September 16, 2015

Subject: 2015 Wyoming Resurfacing Program –
Change Order No. 1

From: William D. Dooley, Director of Public Works

Meeting Date: September 21, 2015

Recommendation:

Staff recommends including additional quantities of curb and gutter removal and replacement along with additional bituminous asphalt pavement quantities in the 2015 Wyoming Resurfacing Program, adding an estimated \$235,000 in Changer Order No. 1.

Sustainability Criteria:

Environmental Quality – Smooth pavement provides greater fuel efficiency and reduces maintenance on vehicles travelling the roadways.

Social Equity – The resurfacing program is based upon reducing the required maintenance of streets based upon their current condition and is not influenced by social considerations during selection of priority.

Economic Strength – Providing a well maintained infrastructure will add to the economic strength of a community allowing safe and efficient commercial and vehicular travel.

Discussion:

On July 14, 2015, the City of Wyoming received two (2) bids for the 2015 Wyoming Resurfacing Program. Rieth-Riley Construction Co., Inc. submitted the low bid of \$934,571 which is 3.2% above the Engineer's estimate. This annual program involves the milling and resurfacing of streets throughout the City, and this year focuses on a major industrial corridor, Clay Avenue from 36th Street to the south City limit. As construction was underway, additional curb and gutter was found to be in poor condition, increasing the anticipated quantities and adding approximately \$74,000. Additionally, the asphalt thickness of Clay Avenue from 36th Street to 44th Street was found to be 2-1/2 inches in thickness – insufficient for an industrial street. An additional layer of asphalt pavement is proposed to increase the thickness in this section of Clay Avenue, adding approximately \$161,000.

It is recommended that the City Council approve Change Order No. 1 for increased curb and gutter, and increased bituminous quantities to the 2015 Wyoming Resurfacing Program in the amount of \$235,000.

Budget Impact:

The additional cost can be financed out of the Capital Improvement Fund Account No. 400-441-50200-972.502, 2016 CP.2015 WyoResurfaceExpense.

CHANGE ORDER NO. 1

PROJECT: 2015 Wyoming Resurfacing Program
CONTRACTOR: Rieth-Riley Construction Co., Inc.
CONTRACT DATE: July 20, 2015
DESCRIPTION: Increase Curb and Gutter and Bituminous Quantities

| | |
|---|------------------|
| Contract Amount Prior to Change Order No. 1 | \$934,571 |
| Increase Resulting from Change Order No. 1 | <u>\$235,000</u> |
| Adjusted Contract Amount | \$1,169,571 |

CITY OF WYOMING

Jack A. Poll
Mayor

Kelli A. VandenBerg
City Clerk

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL TO UPGRADE
THE WYOMING PUBLIC LIBRARY LOCKER SYSTEM

WHEREAS:

1. As detailed in the attached Staff Report, the Wyoming Public Library locker system software and control components need to be upgraded.
2. It is recommended the City Council accept a proposal from LEID Products to upgrade the current systems control components in the total amount of \$9,950.00.
3. Funds for the upgrade are available in the Library Capital Account number 271-267-26700-975000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from LEID Products to upgrade the Wyoming Public Library locker system in the total amount of \$9,950.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 21, 2015.

ATTACHMENTS:

Memorandum

Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

MEMORANDUM

TO: Kim Oostindie, Human Resource Purchasing Director

FROM: Jeff Anderson, Parks and Facilities Supervisor

CC: Rebecca Rynbrandt, Director of Community Services

DATE: September 10, 2015

SUBJECT: Library Locker System

The renovated Wyoming Library was dedicated on February 5, 2002. Included in the new Library was the ability to access Library materials twenty four hours a day through a locker system.

The existing locker system is a Compu-Lok Electronic system that was originally installed by American Locker System. They are no longer in business and the replacement parts to repair the lockers are unavailable. The lockers are in good condition but the software and control components need to be upgraded.

LEID Products has provided us with a proposal to upgrade the current locker system control components on the existing units. The new system has a web enabled controller that electronically tracks all activity, provides secure web browser based remote reports to administration while validating user passcode or library card. The system will be accessed thru an LCD-keypad interface attached to the unit.

LEID Products will provide all equipment and labor for \$9,950. Funds for the upgrade are budgeted in the Library Capital account 271-267-26700-975.000. Please consider this request for the new unit and installation as a sole source purchase.



Products

PROPOSAL #215249
July 20, 2015

Wyoming Library
'Access.it' Control
Component Upgrade
(CLE - units)

Prepared for:
Jeff Anderson
Facility Manager
3350 Michael St SW
Wyoming, MI 49509

Presented by:
John Kormanik
jkormanik@leidproducts.com

cl: (614) 565 - 2906
of: (614) 527 - 7824



2110 East Walton Blvd., Ste. F
Auburn Hills, MI 48326
P 888.884.LEID (5343)

www.leidproducts.com



Project Summary

This proposal is based on the request from the Wyoming Library to upgrade the electronic control components on their existing CLE – Compu-Lok Electronic (American Locker) units which are used to distribute reserve library material.

The 'Access.it' library system has a web enabled controller that electronically tracks all activity, provides secure web browser based remote reports to administration while validating user pass code and/or library card. The system will be accessed by management and patron thru the LCD-keypad (code) interface attached to the unit or web browser for remote administration. Based on the current RFQ presented to LEID, the following equipment will be provided:

- One - 'Access.it' web enabled controller with LCD-keypad interface and wireless access point
**controller and LCD-keypad will be installed inside CLE-5 cabinet (2nd compartment from top)*
 - Three - DMU-24T lock solenoid control interface (CLE-5, 10 & 15 unit)
 - Four – Wire harness sets (solenoid lock cable to DMU & controller)
- *optional: extended (2nd yr) service contract*



The power requirement (120Vac 15amp dedicated circuit) and Ethernet network connection (if required) is the responsibility of the customer.



Customer Responsibilities

- Placement of 120 Vac 15A power outlets and Cat5e RJ45 data port per equipment layout.
- Provide the name and number of the contact person responsible for scheduling/overseeing the installation. Information can be forwarded by phone or email.
- Provide LEID with confirmed layout for equipment.

| Project: 215249 | Wyoming Library - Access.it' Control Component Upgrade (CLE - units) | |
|---|--|----------------|
| ITEM | DETAILS | QTY |
| SA-CNT-LKO Web enabled controller with LCD-keypad interface | <ul style="list-style-type: none"> • Controller with 'Access.it' remote web management software and wireless access point | 1 |
| DMU-24T Lock solenoid interface | <ul style="list-style-type: none"> • <i>Lock solenoid interface / solenoids to controller for CLE units</i> | 3 |
| Cable Harness (lock harness sets) | <ul style="list-style-type: none"> • Replace lock harness to individual lock sets • Rest of existing harness unchanged | 4 |
| Installation of 'Access.it' control components and system training | <ul style="list-style-type: none"> • Installation of control components and training - 1 trip | * |
| ITEM | | Total Price |
| Total for 'Access .it' Library control components and installation/training | | \$9,950 |
| Optional: Extended Service Plan | 2 nd yr extended service plan w/ tech support | \$1,400 |



Warranty

1 year from date of delivery

Payment Terms

This proposal is subject to LEID Products standard Terms and Conditions (*PE document #SA.008.00*). This proposal is valid for a period of 90 days.

LEID Products will bill this project in the following increments:

50% upon receipt of PO

50% upon shipment of equipment

Delivery:

12 weeks/ ARO

Destination

*Please note below fields, info needed (if applicable) from the customer, must be completed before order can be processed.

Authorizing signature (*if no Purchase Order provided*):

DATE: -----

Ship to address w/ contact person info (*REQUIRED for order to be processed*):

LEID Products strives to make sure that you, as our customer, are satisfied with our product and services. Please feel free contact me by phone or email if you have any questions regarding this proposal.





LAW ENFORCEMENT INTELLIGENT DEVICES, LLC

Terms and Conditions

Definitions: Seller is defined as LEID, LLC; Purchaser is defined as recipient of the attached proposal; Project is defined as the products and services defined in the attached proposal; Contract is the agreement between the Seller and Purchaser to perform the project, which unless expressly agreed to by an executive officer of the Seller, will be governed by under these Terms and Conditions.

Payment Schedule: Unless otherwise noted in the Seller proposal, 30% of the contract price will be billed upon commencement of the project. Monthly billings will be on a percent complete basis plus material received projected to the end of the month. Retention of no more than 10% will be billed at the point of acceptance of the project. All amounts are due net thirty (30) days. All payments thirty days in arrears will be subject to a finance charge of 1.5% per month on the outstanding balance.

Escalation: If the project is delayed significantly and the delay is beyond Seller's control, Seller reserves the right to escalate the contract amount in order to cover labor and/or material costs escalation. In addition, the Seller limits the number of onsite engineering hours as defined in the proposal. Any additional onsite hours, not directly caused by Seller's negligence, will be billed at standard onsite engineering rates plus travel and expenses as an addition to the quoted price. Onsite hours including those worked by Seller's subcontractors are limited to 8hr weekdays during normal business hours and is evaluated on a contiguous installation schedule unless defined otherwise in the proposal.

Acceptance: For the purpose of establishing the start of the warranty period, acceptance of work shall occur on the earliest following events:

- a) The date of first use by the Purchaser or the first use for the benefit of the Purchaser, whether such use is partial or complete;
- b) The date of completion of the start-up or commissioning;
- c) Thirty (30) days after Seller has delivered to the Purchaser the system, or (3) months after Seller has been caused to stop work for any reason beyond Seller's control.

The Seller shall be deemed to have fulfilled its agreement and Warranty period shall commence if Purchaser accepts the equipment, or any one of the preceding conditions are met. The Seller's resources on standby while the Purchaser is running production or maintaining equipment shall be billed at the Seller's onsite engineering rates plus travel and expenses as an addition to the quoted price unless such standby services are specifically referenced in writing and included as a line item in the quotation.

Limited Warranty: The Seller warrants that for a period of one year from acceptance of (see above) the engineered system supplied. All parts or products not manufactured directly by the Seller will be covered only under the express warranty of the manufacturer. The warranty does not extend to damage or wear caused by misuse, negligence, accident, corrosion, modification by Purchaser, faulty inspection, loss of product, or tampering in a manner to impair normal operation of the equipment.

The Seller guarantees to replace, or at its option, repair, any equipment or software or parts thereof found defective in material or workmanship within the warranty period. The Seller's obligation with respect to such parts shall be limited to replacement or repair, and in no event shall the Seller be liable for special damages, or for transportation, installation, adjustment, or any other expenses that may arise in connection with such equipment or parts. Expendable items are specifically excluded from this warranty.

The standard of care for all professional services performed or furnished by Seller under this Agreement will be the skill and care used by members of the Seller's same profession practicing under similar circumstances at the same time and the same locality. The forgoing warranty is expressly made in lieu of any and all other warranties, express or implied, including the warranties of merchantability and fitness for any particular purpose. No waiver, modification, or alteration of the forgoing shall be valid unless made in writing and signed by an executive officer of the Seller.

Insurance: The responsibility for loss or damage of the equipment herein specified shall be Purchasers from time of shipment. Purchaser is responsible for providing and maintaining adequate insurance for the machinery and equipment herein specified against loss or damage by fire or other causes between time of shipment and final payment.

The Seller shall arrange for, pay for and maintain in full force and effect, at all times during the performance of supervisory or field engineering work and until final acceptance of that work the following insurance:

- a) Worker's compensation including employers liability b)

General Liability

Non-Solicitation of employees: Both Purchaser and Seller have valuable resources in their personnel and have invested significantly in their hiring and training. In an effort to deter both companies from soliciting each other's employees during the course of the project, Purchaser and Seller agree to pay ½ years salary for any individual they hire from the other during the period starting with the beginning of the contract and extending for 2 years after the completion of the contract.

Intellectual Property: Seller shall retain all right, title and interest in all intellectual property including but not limited to all drawings, specifications, software prepared by the Seller, all copyrights, patents and other intellectual property rights. Purchaser shall only duplicate drawings, specifications, or software that may be supplied by the Seller for Purchaser's internal purposes in regards to the equipment supplied for this proposal only. The Purchaser will not duplicate drawings, specifications, or software for the purposes of rendering services, selling products to third persons, or duplicating to other equipment. The Purchaser shall not sell, license, assign or transfer the intellectual property to any interest therein to anyone.

Software Licensing: All application software provided by Seller is covered under our standard license agreement. Any third party software provided by Seller will be transferred to Purchaser upon system acceptance and is covered under that third party's licensing agreement.

Limits of Liability: In no event, regardless of cause, shall Seller assume responsibility for or be liable (a) for penalties or penalty clause of any description, or (b) for indemnification of customer or others for costs, damages, or expenses each arising out of or relating to the goods or services of this order or for certification unless otherwise specifically provided herein or (c) for indirect, incidental, special, or consequential damages under any circumstances including any loss, injury or damages. Sellers' maximum liability, including direct damages, shall not exceed the amount of the purchase order. This limitation of Seller's liability will apply regardless of the form of action, whether in contract or tort, including negligence.

Changes in Scope/Cancellation: The order may not be changed or canceled without the written agreement of both parties. Changes to the order that are considered by the Seller to be beyond the scope of the proposal will be not be addressed until scope, cost, and schedule impact are formally quoted by Seller in the form of a proposal or change order. The Seller will not be obligated to take actions on the changes until the Purchaser has responded that he agrees with the terms of a proposal or change order in writing.

Confidentiality: During the term of the Agreement and for two years afterward, Seller will use reasonable care to prevent the unauthorized use or dissemination of Purchaser's confidential information. Reasonable care means at least the same degree of care Seller uses to protect its own confidential information from unauthorized disclosure. Purchaser will reciprocate in regards to Seller's confidential information.

Confidential information is limited to information clearly marked as confidential, or disclosed orally and summarized and identified as confidential in a writing delivered to Consultant within 15 days of disclosure.

Confidential information does not include information that:

- a) the Seller knew before Purchaser disclosed it;*
- b) is or becomes public knowledge through no fault of Seller;*
- c) Seller obtains from sources other than Purchaser who owe no duty of confidentiality to Purchaser;*
- d) Seller independently develops.*

Venue and Jurisdiction: These Terms and Conditions shall be construed in accordance with the laws of the State of Michigan.

Dispute Resolution: In the case of a legal dispute between Purchaser and Seller, the parties agree to submit the dispute to binding arbitration in Oakland County, Michigan. The parties agree that the binding arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.

Limits of Actions: Any action for breach of this contract must be commenced within one (1) year after the cause of action occurs, and no such action that is not commenced within such period may be maintained, except any action for non-payment of the purchase price.

Storage of Materials at Purchaser's Location: Materials stored at Purchaser's Location and/or installation site to be installed by others are to be considered delivered to the owner's care and custody.

Taxes: All prices shall be subject to the addition of any existing or future tax or governmental charge upon the engineering services, production, shipment, installation, sale or use of the products or services described herein to the extent that the Seller is or shall be required by law or regulation to collect or pay the same. The amount of such taxes shall be paid to the Seller immediately upon request or, in lieu thereof, a tax exemption certificate, in a form satisfactory to the taxing authority, must be presented to the Seller.

Returns: All products and services for this project are sufficiently unique to prohibit any return for full or partial credit, other than warranty, unless specifically stated otherwise in this proposal.

The Seller is not responsible for loss of or damage to products returned to it, unless notified in advance of the return and the Purchaser is given a Return Authorization Number which is prominently placed upon the shipping documents and packing container.

Staffing: To allow the Seller to be able to manage their participation in the project most effectively, we reserve the right to determine the personnel to perform the work. We further reserve the right to use sub-contractors as required.

Purchaser's Obligations: At all times Purchaser is obligated to act in good faith and in proper and appropriate manner including but not limited to working with the Seller to ensure the Seller product performs as intended and if not, to clearly identify areas that require attention. If requested, Seller may require Purchaser to keep detailed error log of the system.

Force Majeure: If the Seller is unable to perform its obligations of the project due to wars, acts of terrorism, riots, acts of governmental authorities, acts of God, civil disturbances, explosions and other such acts, Seller may terminate its agreement and have no liability under the terms of this agreement.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR
ICE/WATER RESCUE BOAT & MOTOR

WHEREAS:

1. As detailed in the attached Staff Report, quotes were requested for an ice/water rescue boat and motor.
2. Defender Industries, Inc. has provided the City with the low quote for the ice/water rescue boat in the amount of \$8,568.00.
3. Van's Sport Center has provided the City with the low quote for a motor in the amount of \$3,300.00.
4. Funds for the purchase of the ice/water rescue boat and motor are available with the State of Michigan CGAP grant.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quote from Defender Industries, Inc. for the purchase of an ice/water rescue boat in the amount of \$8,568.00.
2. The City Council does hereby accept the quote from Van's Sport Center for the purchase of a motor in the amount of \$3,300.00.
3. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 21, 2015.

ATTACHMENTS:
 Staff Report
 Quotes

 Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: September 21, 2015
Subject: Zodiac ERB 380 Inflatable Boat & Motor
From: Lt. Dennis Van Tassell
Meeting Date: September 14, 2015

RECOMMENDATION:

It is recommended that the City of Wyoming authorize the purchase of a Zodiac ERB 380 inflatable boat and motor. Area personnel deemed experts in the field of water rescue have claimed this is the appropriate sized boat to fulfill the needs of the collaborative water and ice rescue team.



SUSTAINABILITY CRITERIA:

Environmental Responsibility: Does not significantly impact this criterion.

Social Equity: This recommendation will provide service to all residents of the City of Wyoming, Kentwood, and Grandville, along with any other citizen on or near the waterways within the three municipalities.

Economic Strength: The Wyoming Department of Public Safety Fire Bureau is committed to providing excellent customer service. This boat will be purchased by utilizing CGAP funding that was granted from the State of Michigan. There is no additional cost. It is within the original grant and its current amendments

DISCUSSION:

In 2014, the municipalities of Grandville, Kentwood, and Wyoming saw the impact of collaborating together in order to form an Ice and Water Rescue Response Team. A State of Michigan CGAP grant was awarded to the collaborating municipalities to achieve this goal. In order to provide access to water sources, a boat is a vital tool for the rescue team.



It is recommended the City Council accept the low quote for the ice/water rescue boat received from Defender Industries, Inc. in the amount as shown below:

| Vendor | Cost | Accessories | Floor | Shipping | Total |
|--|------------|-------------|------------|----------|--------------------|
| Defender Industries, Inc. | \$8,195.00 | \$198.00 | | \$175.00 | \$8,568.00 |
| Triad Marine & Industrial Supply, Inc. | \$9,695.00 | \$198.29 | | TBD | \$9,893.29 |
| Zodiac of North America | \$7,286.00 | \$473.03 | \$3,048.57 | \$400.00 | \$11,207.60 |

It is also recommended the City Council accept the low quote for a 25HP motor received from Van's Sports Center in the amount as shown below:

| Vendor | 20HP Evinrude | 25HP Evinrude | 30HP Evinrude |
|--|------------------|------------------|------------------|
| Van's Sports Center | | \$3,300.00 | \$3,850.00 |
| Triad Marine & Industrial Supply, Inc. | \$3,570.00 | | |
| Zodiac of North America | | | \$5,794.33 |

BUDGET IMPACT:

Funding needed to purchase the ice/water rescue equipment is fully reimbursed by the State of Michigan CGAP Grant. Funds are available in the Fire Fighting Capital Outlay account number 101-337-33900-975.000.

Jackson, Laura

From: Inflatables <inflatables@defender.com>
Sent: Monday, August 31, 2015 6:36 PM
To: ercampbell1@gmail.com; VanTassell, Dennis
Cc: Cassy Gerfin; Dan Collins
Subject: RE: Zodiac ERB 380 Quote 1702089 (DefenderID:501667)
Attachments: Zodiac Mil-Pro ERB-380_1.JPG; Zodiac Mil-Pro ERB-380_4.JPG; TDS Zodiac Mil-Pro-EN-ERB-range ERB310, ERB380, ERB400.pdf; Zodiac #N45019 SCBA to SCUBA adaptor_a.JPG; Zodiac ERB Inflation System Instructions 10-23-14.pdf

Hello Eric & Dennis,

I apologize for any confusion in your inquiry. I can clear this up and can get you the formal quotation that you require.

I just need to know if you are particular about the model year of the boat. I also would like to confirm that you are looking for a **Red** boat, not a **Black** boat.

Your original inquiry did not specify a color (at least from what I read) and the Mil-Pro ERB range is offered in both colors.

Zodiac Mil-Pro tells me they have no 2015 ERB-380's on hand. There are units scheduled to come in from Europe, but it will be about 45-60 days. The factory shuts down for August and is just starting back up with production.

I have a few 2014 leftovers with the original "Yellow Zodiac Z" logo, if that does not bother you.

They are new in the box and the warranty starts on date of Purchase. Standard Zodiac factory warranty. (images attached). The units I have in stock are Red and have the High Pressure air floor.

The standard inflation system that comes with the boat is for SCUBA, but an optional SCBA adapter is available (image also attached).

Price on the 2014 model year in Red with the HPP floor is \$8,195.00.

The N45019 SCBA bottle to SCUBA tank adapter is \$198.00.

Shipping is \$175.00.

Total is \$8,568.00 delivered to Wyoming, MI.

If all that is okay with you, I will type it up and send a formal quotation to you tomorrow.

Defender does not offer Open Terms. I am sorry, but I find that I can offer better pricing if I am able to mitigate my Company's financial exposure, the cost of tracking open invoices and then, unfortunately too often, the cost of chasing down payment. Most Agencies pay with P-Card/Credit Card or send a check against a Pro-Forma Invoice provided by my staff.

I have also attached for you a brief guide that my Team and I put together on the fast inflation system and setting up the ERB's. The boats do not come with very good instructions, so we elected to present this to our Customers as a simpler resource.

Regards,

Stephan Lance
President
Defender Industries, Inc.
42 Great Neck Road., Waterford, CT 06385
Telephone: 860-701-3400 x.100

Website: www.defender.com RIBroom: <http://tinyurl.com/Defender-Showroom>



From: VanTassell, Dennis [<mailto:vantassell@wyomingmi.gov>]
Sent: Monday, August 31, 2015 2:36 PM
To: 'Customer Service'
Subject: RE: Zodiac ERB 380 Quote 1702089 (DefenderID:501667)

This says SCUBA, we are asking about a fire fighter SCBA bottle. Are the systems the same?

From: Customer Service [<mailto:custserv@defender.com>]
Sent: Monday, August 31, 2015 2:30 PM
To: VanTassell, Dennis
Cc: ercampbell1@gmail.com; Campbell, Eric
Subject: RE: Zodiac ERB 380 Quote 1702089 (DefenderID:501667)

Mr. Van Tassell,

Thank you for your email. The quotes item does include the fast-inflation kit for SCUBA bottle and also a high pressure air floor. Details of the item can be found at :

<http://www.defender.com/product3.jsp?path=-1|215570|1794282|1794295&id=2401622>

If you have any other questions, please feel free to email at any time. To proceed with this order, payment would need to be called into us at 800-628-8225 (any associate can assist.)

Sincerely,
Cassandra
Defender Industries
42 Great Neck Road
Waterford, CT 06385
(Phone: 800-628-8225 or 860-701-3400)
(Fax: 860-701-3424)

Remember you can shop online 24/7 at www.defender.com

For your protection, Defender asks that no personal information be sent via email. This includes, but is not limited to, credit card numbers

EMERGENCY RESPONSE BOAT

INFLATABLE RESCUE BOAT

SEARCH & RESCUE APPROVED

The ERB range has been specifically designed by Zodiac Milpro to meet the demanding requirement of Search & Rescue Organisations throughout the world.

Our ERB crafts are highly portable, compact packed sized and can be rapidly deployed by means of high pressure inflation systems, within minutes.

These specific features; together with the expertise of Zodiac Milpro, make the ERB range the ideal partner when quality of design and manufacture count.

Normally designed with HPP floor (High Pressure Performance), crafts are also available with roll-up or rigid floor.



- LIGHT
- COMPACT
- RESISTANT
- FAST INFLATION
- AIRDROP
- HELIDROP



ERB-310 HPP floor

ERB-380 HPP floor

ERB-400 HPP floor

| | ERB-310 | | ERB-380 | | ERB-400 | |
|-----------------------|--|---------|---|---------|--|---------|
| max. number of person | 4 | | 6 | | 8 | |
| max. payload | 530 kg | 1168 lb | 650 kg | 1433 lb | 920 kg | 2026 lb |
| overall length | 3,20 m | 10' 6" | 3,88 m | 12' 9" | 4,1 m | 13' 5" |
| overall width | 1,60 m | 5' 3" | 1,68 m | 5' 6" | 1,9 m | 3' 6" |
| weight empty | 40 kg | 143 lb | 55 kg | 120 lb | 65 kg | 145 lb |
| shaft length | short - 15" | | short - 15" | | long - 20" | |
| max. power | 10 hp | 7 kW | 25 hp | 19 kW | 40 hp | 30 kW |
| max. engine weight | 41 kg | 90 lb | 68 kg | 150 lb | 98 kg | 216 lb |
| fabric | 1100 dtx, polyester, CSM / neoprene | | | | | |
| folded dimensions | 1,3 x 0,6 x 0,37 m ³ 51" x 24" x 15" | | 1,4 x 0,72 x 0,32 m ³ 55" x 28" x 13" | | 1,4 x 0,65 x 0,4 m ³ 55" x 26" x 16" | |
| floorboard | - HPP - rigid - roll-up | | - HPP - rigid - roll-up | | - HPP - rigid - roll-up | |

fast inflation system included with the boat



HPP floorboard



roll-up floorboard



rigid floorboard

Fast Inflation Points
Fast deployment

HPP Floor
High Pressure Performance

Intercommunication / Inflation Valves
Safety / Inflation

Large Self-bailer
Safety

Fast Inflation System
Fast deployment

Lifting and Towing Points
Maneuver

Carrying Handles
High Portability

Overpressure Valves
Safety / Inflation

Zodiac Milpro CSM / Neoprene Fabric
Resistance

| Zodiac Milpro fabric | | | competitor's fabric | | |
|----------------------|--------|----------|---------------------|----------|----------|
| | | | | | |
| CSM | fabric | neoprene | CSM | neoprene | fabric |
| | | | | | neoprene |

Defender®

Zodiac ERB Inflation system set-up

Prepared by Defender staff on 10/23/2014

Instructions for installation of Zodiac's Emergency Response Boat SCUBA inflation system.

Step 1.

Identify all the pieces in the kit as shown in the image below.



Connection to aft valves:

- 1 SCUBA manifold
- 3 longer hoses
- 2 stainless steel threaded adapters for tube valves
- 1 black coated stainless steel threaded adapter for air floor valve

****NOTE: In some boats, the last piece is identified with straight knurling.**

See images below:



Connection to bow / keel valves:

- 1 shorter hose
- 2 threaded collars
- 2 elbow connectors
- 1 quick connector

Step 2.

Thread the bow valve collars onto the elbow connectors as shown below



Step 3.

Attach the quick connect hose to the shorter bow-keel valve connection hose as shown below.



Step 4.

Connect elbow fittings to bow-keel valve hose assembly as shown in images below.



Step 5.

Remove threaded plugs from SCUBA manifold assembly as shown below. **(PLEASE READ NOTE BELOW FIRST).**



PLEASE NOTE!!

The SCUBA manifold has four outlets. One is unregulated and is marked "300bar / 4500 psi". This port needs to remain plugged. Do not connect a hose to this port.



Step 6.

Thread the three longer hoses into the SCUBA manifold as shown below. Hand tighten.



Step 7.

With a screwdriver, remove the nylon plugs from the three valve assemblies (two in tubes, one in air floor) as shown.



Step 8.

With plugs removed, install threaded metal valve adapter into valve assembly in tubes on port and starboard side.



Step 9.

With plug removed, install threaded black valve adapter into valve assembly in the air floor as shown below.



Step 10.

Connect quick-release hose ends from SCUBA manifold assembly to the valve adapters in the tubes and floor. The longest hose should be used to connect across the floor from the starboard-side valve to the port-side valve.



Step 11.

Final stage set-up for stern valves as shown below.



Step 12.

Remove air valves in air keel and forward tube. Using the already assembled tube-to-keel hose assembly, connect the two valves for auto-inflate capability as shown below.





Triad Marine & Industrial Supply, Inc.
 1155 FM 518
 Kemah, Texas 77565
 T: 281-334-0815
 F: 281-334-0041
 Email: tmiller@triadmarine.com

Date: 9/16/2015
 Quote: tjlm072815-2
 Pages 1

QUOTE

| | | | |
|--|---|------------------------------|--|
| <i>Customer Info / Mailing Address</i> | | <i>Ship To, if different</i> | |
| Name City of Wyoming, Department of Public Safety | Name _____ | | |
| Address Attn: Eric Campbell | Address _____ | | |
| Address _____ | Address _____ | | |
| Address _____ | Address _____ | | |
| City _____ State _____ Zip _____ | City _____ State _____ Zip _____ | | |
| Phone _____ | Phone _____ | | |
| Fax _____ | | | |
| Email campbelle@wyomingmi.gov | | | |

| PART NUMBER | NOTES | UNIT OF ISSUE | QTY | DESCRIPTION | UNIT PRICE | EXT. PRICE |
|---------------------|-------|---------------|-----|--|-------------|--------------|
| V30703 | | Each | 1 | Zodiac 380 ERB w/choice of floor aluminum or air | \$ 9,695.00 | \$ 9,695.00 |
| E25DRG | | Each | 1 | Evinrude E20DRG, Manual Start, Tiller Steer, Short Shaft w/aluminum | \$ 3,570.00 | \$ 3,570.00 |
| | | | | prop. 6 gallon fuel tank, hose and fittings. | \$ - | \$ - |
| MFS20CS | | Each | 1 | Tohatsu MFS20CS, Manual Start, Tiller Steer, Short Shaft w/aluminum | \$ 2,580.00 | \$ 2,580.00 |
| | | | | prop. 6 gallon fuel tank, hose and fittings. | \$ - | \$ - |
| N45019 | | Each | 1 | SCBA Adapter | \$ 198.29 | \$ 198.29 |
| | | | | | \$ - | \$ - |
| | | | | | \$ - | \$ - |
| | | | | | \$ - | \$ - |
| Total | | | | | | \$ 16,043.29 |
| Sales Tax | | | | | | |
| Registration | | | | | | |
| **Freight | | | | | | TBD |
| Grand Total | | | | | | \$ 16,043.29 |

| | |
|---|--|
| <i>Approval to process as an order</i> | <i>**Estimated Shipping to you is between \$400.00 and \$500.00.</i> |
| Signature _____ Date _____ | |
| PO # _____ | |
| FOB: Factory Ship Point | |
| Delivery: Stock at Factory, Subject to Prior Sales | |
| Terms: Net 30 w/Government PO | |
| Pricing: 30 Days | |

Notes

If you have any questions regarding this quote, please contact Tina Miller @ 281-334-0815 or tmiller@triadmarine.com

Jackson, Laura

From: Van's Sports Center <sales@vanssports.com>
Sent: Tuesday, September 08, 2015 4:57 PM
To: VanTassell, Dennis
Subject: Re: [Sales] Sales Information Request

Hi Dennis,

The price for the 25hp would be \$3,300. I just need a PO to order the motor for government use. We do not have a vendor for heavy duty carts to wheel the motor through rough terrain. Not sure where you go for that.

On Fri, Sep 4, 2015 at 4:09 PM, VanTassell, Dennis <vantasselld@wyomingmi.gov> wrote:

Scott,

We lowered the size of the boat and the parameters are exceeded by using the 30 hp Evinrude. I apologize, but can you resend a quote with the 25 hp Evinrude with the same specs.

Thank you,

Dennis

From: Van's Sports Center [mailto:sales@vanssports.com]
Sent: Tuesday, September 01, 2015 4:48 PM
To: VanTassell, Dennis
Subject: Re: [Sales] Sales Information Request

Hi Dennis,

The fuel tank and fuel line come with the motor. An Evinrude model E30DRS, which is a Rope start, Short shaft, tiller model, white in color, would be \$3,850.

Scott

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 |
|---------------------|-------------------------|-------------|
| Speed Radar Trailer | Give 'Em A Brake Safety | \$9,380.00 |
| LP Gas Lift Truck | Hull Lift Truck Inc. | \$22,379.80 |
| Painting Services | Bissell Painting, Inc. | \$15,850.00 |

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 21, 2015.

ATTACHMENTS:
Staff Reports

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: September 14, 2015
SUBJECT: Award of Bid – Speed Radar Trailer
FROM: Ted Seil, Fleet Services Supervisor
Date of Meeting: September 21, 2015

RECOMMENDATION

The Public Works Department recommends the City Council award the bid for a speed radar trailer to Give 'Em A Brake Safety in the amount of \$9,380.00.

SUSTAINABILITY CRITERIA

Environmental Quality

The speed radar trailer utilizes solar power to maintain the charge on the batteries and has very little impact on the environment.

Social Equity

Speed radar services will be provided throughout the City without regard to income level or socio-economic status. All of the City's residents benefit from the reminder of speed limits on our City streets.

Economic Strength

Active speed limit reminders make residents more aware of their speed and should reduce the amount of pedestrian and vehicle accidents, freeing up Public Safety personnel and reducing the amount of restoration needed following an accident.

DISCUSSION

The existing speed radar trailer is experiencing high maintenance costs and is scheduled for replacement. On September 8, 2015 the City Clerk received two bids for speed radar trailers. Twenty-one requests for bid were sent to prospective bidders. The bids received are as shown below.

| | |
|---------------------------|-------------|
| Give 'Em A Brake Safety | \$9,380.00 |
| Traffic Logix Corporation | \$14,548.00 |

The speed radar trailer is positioned in different areas of the City as requested by the Wyoming Police Department and Traffic Department. Additionally, concerned citizens may request the speed radar trailer to bring awareness to drivers who may be exceeding the speed limit in their neighborhood.

BUDGET IMPACT

Sufficient funds have been budgeted in the Fleet Services capital outlay account 662-441-58500-987.000 for the purchase of this item in the amount of \$9,380.00.



STAFF REPORT

Date: September 9, 2015
Subject: Award of Bid for One LP Gas Lift Truck
From: Tom Wilson, Clean Water Plant Maintenance Supervisor
Date of Meeting: September 21, 2015

Recommendation

It is recommended that the City Council award the bid to purchase one LP Gas Lift Truck from Hull Lift Truck Inc. at a cost of \$22,379.80, which includes shipping to our facility.

Sustainability Criteria:

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

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

Economic Strength – Regular and proper upkeep of city equipment contributes to the efficiency of the Plant, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Plant. Only one bid was received in response to our request for bids.

Discussion:

The electric lift truck currently used by the Clean Water Plant maintenance staff is approximately 22 years old. It is prone to frequent breakdowns and replacement parts are no longer available. To ensure reliability, and to assure that our staff can safely use the lift truck, we solicited bids for the purchase of a new LP Gas Lift Truck. The specifications for the lift truck included many safety features that will promote better protection for our staff while operating the lift truck.



The lift truck is used for many different tasks around the plant. Since we don’t have a loading dock, it is used to remove equipment and other deliveries from the back of semi-trucks, for lifting heavy equipment while performing maintenance work, and for moving equipment between buildings to name a few.

On August 25, 2015 bid specifications were made available to suppliers. On Tuesday, September 8, 2015 one bid was received by the City Clerk’s office in response to our request. The lone bid was submitted by Hull Lift Truck Inc. in the amount of \$22,379.80.

In reviewing the bid, it was found to meet all bid specifications.

Budget Impact:

Based on the information presented, it is recommended that the City Council accept the bid received for the LP Gas Lift Truck as submitted by Hull Lift Truck Inc. in the amount of \$22,379.80. Sufficient funds exist in the Clean Water Plant Capital Outlay Miscellaneous Equipment Account #590-590-544.00-980.074.

STAFF REPORT

Date: September 15, 2015
Subject: Approval of Painting Services at the Public Safety Building Proposal
From: Lt. Mark Easterly, Administrative Services Bureau
Date of Meeting: September 21, 2015

Recommendation

It is my recommendation that the City Council award the bid proposal for exterior painting services of the parking garages at the Wyoming Department of Public Safety Main Building to Bissell Painting Inc. Bissell's bid of \$15,850 was the lowest bid submitted by three prospective bidders.

Sustainability Criteria:

Environmental Quality – Exposure and excessive wear and tear have resulted in the need to repair and repaint the parking garages at the Public Safety Building. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure be maintained in a safe, reliable, and optimal working condition.

Social Equity – High quality, maintained City property helps ensure that all neighboring property values are maximized. Property owners throughout the community share in the benefits of blight elimination.

Economic Strength – Property maintenance has a direct impact on property values. Well maintained properties have a positive impact on their neighborhoods. Well maintained neighborhoods have a positive impact on their communities.

Discussion:

On July 30, 2015, seventy-seven invitations to submit proposals were sent to prospective bidders and the three proposals received as shown below represent the total cost of the painting services bid request:

| | |
|------------------------|-------------|
| Bissell Painting, Inc. | \$15,850.00 |
| Dave Cole Decorators | \$19,200.00 |
| A&T Decorating | \$38,800.00 |

The proposal from Bissell Painting, Inc. meets all job requirements necessary to perform the work for painting services.

Budget Impact:

Sufficient funds exist in the Police Budget account #101-305-30610-930000.