

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, DECEMBER 19, 2016, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Pier Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the Regular Meeting of December 5, 2016
- 7) Approval of Agenda**
- 8) Public Hearings**  
**7:01 p.m.** To Receive Comment on the Proposed Issuance by the University of Michigan of Tax-Exempt Bonds to Refund Metro Hospital Tax-Exempt Bonds
- 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 Councilmember, that member may request removal from the Consent Agenda.)*

  - a) Of Appreciation to Robert Postema for His Service as a Member of the Planning Commission for the City of Wyoming
  - b) Of Appreciation to Robert Postema for His Service as a Member of the Zoning Board of Appeals for the City of Wyoming
  - c) Of Appreciation to David Deverman for His Service as a Member of the Board of Review for the City of Wyoming
  - d) Of Appreciation to Mike Larabel for His Service as a Member of the Board of Review for the City of Wyoming
  - e) To Reappoint Charis Austin as a Representative of the City of Wyoming on the Interurban Transit Partnership Board
  - f) To Reappoint Members to the Greater Wyoming Community Resource Alliance for the City of Wyoming
  - g) To Appoint James DeLange as a Member of the Planning Commission for the City of Wyoming

h) To Confirm the Appointment of Joseph Long as a Realtor Member of the Board of Review for the City of Wyoming

**15) Resolutions**

i) To Grant Public Approval to the Issuance by the Regents of the University of Michigan of Tax-Exempt Bonds (Metropolitan Hospital Debt Refinancing)

j) To Amend a Portion of the City of Wyoming Fee Schedule

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

k) To Accept a Proposal from Leica Geosystems, Inc. for a Total Station

l) To Authorize the Mayor and City Clerk to Accept an Agreement with Reliable Energy, Inc. for the Purchase of Natural Gas

m) To Authorize the Purchase of Workstations and Laptops

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

**20) Closed Session (Pending Litigation)**

**21) Adjournment**

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

RESOLUTION OF APPRECIATION TO ROBERT POSTEMA FOR HIS SERVICE  
AS A MEMBER OF THE PLANNING COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Robert Postema has served faithfully and effectively as a member of the Planning Commission since March 19, 2001.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Robert Postema for his dedicated service as a member of the Planning Commission.

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 December 19, 2016.

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

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

RESOLUTION OF APPRECIATION TO ROBERT POSTEMA FOR HIS SERVICE  
AS A MEMBER OF THE ZONING BOARD OF APPEALS  
FOR THE CITY OF WYOMING

WHEREAS:

1. Robert Postema has served faithfully and effectively as a member of the Zoning Board of Appeals since June 15, 2009.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Robert Postema for his dedicated service as a member of the Zoning Board of Appeals.

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 December 19, 2016.

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

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

RESOLUTION OF APPRECIATION TO DAVID DEVERMAN  
FOR HIS SERVICE AS A MEMBER OF THE BOARD OF REVIEW  
FOR THE CITY OF WYOMING

WHEREAS:

1. David Deverman has served faithfully and effectively as a member of the Board of Review since February 6, 2006.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to David Deverman for his dedicated service as a member of the Board of Review.

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 December 19, 2016.

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

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

RESOLUTION OF APPRECIATION TO MIKE LARABEL  
FOR HIS SERVICE AS A MEMBER OF THE BOARD OF REVIEW  
FOR THE CITY OF WYOMING

WHEREAS:

1. Mike Larabel has served faithfully and effectively as a member of the Board of Review since January 21, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Mike Larabel for his dedicated service as a member of the Board of Review.

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 December 19, 2016.

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

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

RESOLUTION TO REAPPOINT CHARIS AUSTIN AS A REPRESENTATIVE OF THE  
CITY OF WYOMING ON THE INTERURBAN TRANSIT PARTNERSHIP BOARD

WHEREAS:

1. The term of Charis Austin as a Wyoming representative on the Interurban Transit Partnership Board, expires on December 31, 2016.
2. It is the desire of the Wyoming City Council to reappoint Charis Austin as a Wyoming representative to the Interurban Transit Partnership Board.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate Charis Austin as a representative of the City of Wyoming on the Interurban Transit Partnership Board for a two-year term expiring December 31, 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 December 19, 2016.

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

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

RESOLUTION TO REAPPOINT MEMBERS TO THE GREATER WYOMING  
COMMUNITY RESOURCE ALLIANCE FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Greater Wyoming Community Resource Alliance expires on January 1, 2017.
2. It is the desire of the City Council that members be reappointed to serve on the Greater Wyoming Community Resource Alliance for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby reappoint the following named persons to serve on the Greater Wyoming Community Resource Alliance for the City of Wyoming for the terms so stated.

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Greater Wyoming Community Resource Alliance</u>	
Rebecca Rynbrandt	01/01/20
Jeff Koeze	01/01/20

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 December 19, 2016.

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

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

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

RESOLUTION TO APPOINT JAMES DELANGE AS A MEMBER OF THE  
PLANNING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. James DeLange has submitted an application requesting appointment to the Planning Commission for the City of Wyoming.
2. A vacancy exists in a regular term ending June 30, 2018 on the Planning Commission.
3. It is the desire of Mayor Jack A. Poll that James DeLange be appointed to fill the regular term on the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of James DeLange as a member of the Planning Commission for the City of Wyoming for the regular term ending 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 December 19, 2016.

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

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

RESOLUTION TO CONFIRM THE APPOINTMENT OF JOSEPH LONG  
AS A REALTOR MEMBER OF THE BOARD OF REVIEW  
FOR THE CITY OF WYOMING

WHEREAS:

1. Joseph Long has submitted an application requesting appointment to the Board of Review for the City of Wyoming.
2. A vacancy exists in the position of Realtor on the Board of Review for the City of Wyoming.
3. It is the desire of the City Council that Joseph Long be appointed to a regular term ending January 31, 2018.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Joseph Long as a Realtor member of the Board of Review for the regular term ending January 31, 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 December 19, 2016.

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

CITY OF WYOMING  
COUNTY OF KENT, STATE OF MICHIGAN

RESOLUTION GRANTING PUBLIC APPROVAL TO THE ISSUANCE BY THE  
REGENTS OF THE UNIVERSITY OF MICHIGAN OF TAX-EXEMPT BONDS  
(METROPOLITAN HOSPITAL DEBT REFINANCING)

Minutes of a regular meeting of the City Council of the City of Wyoming, County of Kent, State of Michigan, held on December 19, 2016 at 7:00 p.m. prevailing Eastern Time.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by Member \_\_\_\_\_, who moved its adoption, and the motion was seconded by Member \_\_\_\_\_:

WHEREAS, the City of Wyoming (the "City") has been advised that the Regents of the University of Michigan (the "University") proposes to issue one or more series of tax-exempt bonds in the aggregate principal amount of not to exceed Two Hundred Million Dollars (\$200,000,000) (the "Bonds"), the proceeds of which will be used by the University to refund all or a portion of certain tax-exempt bonds previously issued by the Kent Hospital Finance Authority (the "Kent Authority Bonds") for the benefit of Metropolitan Hospital (d/b/a Metro Health Hospital), a Michigan nonprofit corporation ("Metro Health Hospital"), and in connection therewith acquire for federal tax purposes various capital assets of Metro Health Hospital; and

WHEREAS, the capital assets of Metro Health Hospital financed or refinanced with the proceeds of the Kent Authority Bonds, or otherwise being acquired by the University for federal tax purposes, consist of hospital and other healthcare-related facilities, including a power plant, located at 5900 Byron Center Ave. S.W., Wyoming, Michigan 49519 and 5869 Metro Way, S.W., Wyoming, Michigan 49519 (collectively, the "Metro Health Hospital Assets"); and

WHEREAS, in order for the Bonds to be issued on a tax-exempt basis, the University must comply with the "public approval" requirements of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, pursuant to the public approval requirements of the Code, a public hearing must be held on the issuance of the Bonds by the governing body of each jurisdiction in which the Metro Health Hospital Assets are located and, following the public hearing, the issuance of the Bonds must be approved by each such jurisdiction; and

WHEREAS, because the Metro Health Hospital Assets are located in the City, the issuance of the Bonds must be approved by the City Council before the Bonds may be issued; and

WHEREAS, on December 19, 2016, the City Council held a public hearing on the issuance of the Bonds after publication of notice of the public hearing as provided in, and in satisfaction of, the public hearing requirements of the Code; and

WHEREAS, the University has requested that the City Council approve the issuance of the Bonds in order to satisfy the public approval requirements of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYOMING, MICHIGAN, AS FOLLOWS:

1. Solely for the purpose of fulfilling the public approval requirements of the Code, the City Council hereby approves of the issuance of the Bonds by the University in the aggregate principal amount of not to exceed Two Hundred Million Dollars (\$200,000,000).

2. The Bonds shall be limited obligations of the University and shall not be a debt or liability of the City.

3. All resolutions and parts of resolutions to the extent that they conflict with the provisions of this resolution are hereby rescinded.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

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

CERTIFICATE

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Council of the City of Wyoming, County of Kent, State of Michigan, at a regular meeting held on December 19, 2016, and that public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.

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Kelli A. VandenBerg, City Clerk  
City of Wyoming

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

RESOLUTION TO AMEND A PORTION OF THE  
CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes by resolution certain fees.
2. From time to time information related to fees is reviewed to ensure they cover the related costs of administration.
3. Section VI Parks and Recreation, and Section XI Manager's Office of the existing Fee Schedule are in need of amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the following Fee Schedule amendments (attached):
  - A. Remove the Library Meeting Room Rental fees from Section XI – Manager's Office.
  - B. Add the Library Meeting Room Rental fees to Section VI – Parks and Recreation.
  - C. Add fees to the recently established multi-purpose meeting room, Bookmark, to include the meeting room rental, additional hour rental fees, technology fees, and room deposits.

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 December 19, 2016.

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

ATTACHMENTS:

Staff Report

Proposed Fee Schedule

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

## STAFF REPORT

Date: November 14, 2016

Subject: Administrative Policy Manual Update - Use of Wyoming Public Library Meeting Rooms Policy

From: Rebecca Rynbrandt, Director of Community Service

Meeting Date: December 19, 2016

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**RECOMMENDATION:** It is recommended that the City Council:

1. Provide input to the “Use of Wyoming Public Library Meeting Rooms Policy” update of the Administrative Policy Manual.
2. Approve an amendment to the City of Wyoming Fee Schedule to reflect the addition of technology and the Multi-purpose Room (aka Bookmark) rental fees and the addition of damage deposits.

### **SUSTAINABILITY CRITERIA:**

Environmental Quality – In 2015 the City Council determined that the space formerly known as the Bookworm Cafe’s highest and best use, to benefit the needs of the community, was to convert it to a meeting space suitable for meeting and multi-purpose activities. The renovation, having been completed in November 2016, now necessitates an update to the library’s Meeting Rooms Policy. The following are pictures of the newly renovated space:



Social Equity – The “Use of Wyoming Public Library Meeting Rooms Policy” works to ensure the equitable use of public resources, to provide for the promotion of programs of service to the community and expand resident use of public facilities.

Economic Strength –Well maintained, aesthetically pleasing, contemporary public facilities are catalysts in improving and maintaining the economic vitality of community. Public facilities through programmed and passive use provide for economic stimulus and community prosperity.

## **DISCUSSION:**

On November 19, 2001, the City Council approved (Resolution No. 20387) the “Use of Public Meeting Rooms Policy”. In January 2003, the policy was transferred from the City Council Policy Manual to the Administrative Policy Manual. No substantial review of the policy has occurred since that time. While Administrative Policy Manual updates do not require approval by the City Council, staff eagerly seeks Council input into the revisions.

As mentioned earlier, a review of the policy was required with the recent creation of the multi-purpose room, newly named *The Bookmark*. The development of the draft policy, including proposed fee schedule, is presented with improvements intent upon the following:

- A re-organization of content to improve readability, increase comprehension and consolidation of rules and regulations.
- Update language to confirm the system of reservation scheduling so as to ensure prioritization of City and Kent District Library programming.
- Expand the opportunity for public use while maintaining the intent of historical fee allocation guidelines.
- To be consistent with policies and practices of all City facility reservations, including those of the public park system, while acknowledging aspects unique to the library.
- To ensure aspects of the policy are consistent with current laws.
- To establish fees consistent with those assigned to facilities of a similar nature in the market, including establishing fees for the use and consumption of technology and the assigning of deposits.

## **BUDGET IMPACT:**

An expansion of public use of library meeting rooms is anticipated. Specifically, the Bookmark multi-purpose room will join the Pinery Park Lodge as the only City space available for birthday party, family reunion, or similar use for year-round reservation. Expanded use of the general Community Rooms is also anticipated; however, at this time, growth is expected to be less than 2 new reservations per month.

The City’s Library Fund shall incur the expense and enjoy the revenue related to facility reservations. City and KDL staffs will work together to ensure appropriate consumer contact with checking in and exiting reservations. City staff shall perform maintenance duties for public use of facilities. Overtime rates will apply when staff is no longer on alternate work week schedules, this period being October 1 through April 30 for weekend reservations (Fri. through Sun.). Administration will monitor to determine if long term impacts to staffing models is necessary.

With City Council support, staff will work with the City Manager to amend the Administrative Policy Manual and bring forward a resolution to City Council at the regular meeting of December 19th to amend the fee schedule.

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## CITY OF WYOMING USE OF WYOMING PUBLIC LIBRARY MEETING ROOMS POLICY

Providing public library services to the residents and guests of the City of Wyoming (City) is a joint venture between the City and Kent District Library (KDL). As part of its role in this partnership, the City of Wyoming constructed, maintains, and owns the civic building which houses the community's public library.

To enable the promotion of programs of service to the community and expand resident use of public facilities, the City constructed meeting rooms as part of its library. The purpose of this policy is to:

- Create a standardized approach to fee assessment and space allocation for users.
- Strive for a degree of cost recovery that is designed to make these facilities and services available to all.
- Provide equitable and efficient access to facilities and services.
- Educate the public on the value of our public facilities.
- To aid in controlling and promoting respect and value of community facilities, services, and programs.
- Recover taxpayer costs incurred by users who have exclusive use of public property.
- Develop and maintain a fee structure based on a fair market value.
- Ensure that the allocation and fee schedule outweigh any negative or detrimental impact.
- Use the allocation process and fees to provide an equitable system to balance facility and service usage.

### ALLOWABLE USE:

Municipal: Meeting rooms shall be prioritized for City sponsored events.

- In rare, exceptional cases, the city reserves the right to cancel any reservation, including non-City reservations, with reasonable notice in exercising its right of priority. A full refund will be given if the City cancels the reservation.

Library: Civic, educational, or cultural activities operated by the Kent District Library shall receive secondary priority.

Public: Private, closed for-profit and non-profit meetings or trainings shall be permitted with the following stipulations:

- Reservations requests for all such meetings, trainings, or similar for for-profit and non-profit organizations shall be handled by the City. Organizations contacting KDL seeking sponsorship of said use, or partnership to obtain meeting space shall be directed to the City.
- Commercial Activities: Profit making commercial activities will not be permitted in any public facility.
- Residency is established by verified address within the corporate bounds of the City of Wyoming.
- Entities may not use an address of a member, employee, or similar to establish residency. Payment of fees shall apply and payment must be made in the name of the entity.
- The City Manager, or designee, may waive the residency requirement for non-profit organizations subject to the following:
  - The program is limited to attendees from City employees or its residents, or
  - The program is determined to provide a substantial benefit to the City as a result of regional collaboration or impact.
- For non-profit meetings or trainings, if admission is to be charged, prior written approval of the City Manager is required. Admission or registration fees cannot be collected on site.
- No items shall be sold on site. Only free literature may be distributed, and must be limited to distribution in the meeting room. No literature shall be left in the room after the meeting.
- Soliciting, fundraisers, public auctions or sales of any type are not permitted with the exception of City and Library events. Library events of this nature shall only be permitted for the benefit of the Wyoming branch.
- Lobbying and worship services are prohibited.
- Personal events, such as birthday parties, bridal or baby showers, or similar shall only be permitted in the multi-purpose room (aka Bookmark).

## **PRIORITY OF USE:**

The ability to make reservations to retain priority shall be facilitated through the following schedule:

1. City at all times
2. Library (November 1<sup>st</sup> for the following calendar year)

3. All others (December 1<sup>st</sup> for the following calendar year)

Again, from time to time, extraordinary circumstances arise; in these circumstances, the City reserves the right to cancel an organization’s reservation, with full refund or ability to reschedule at a later date. The exercise of this provision will be conservatively applied.

**ROOM AVAILABILITY:**

Reservations must be made a minimum of 14 days in advance.

Meeting Room	Days Available	Times Available shall be during normal Library operating hours. The last reservation of the day shall be required to conclude 15 minutes prior to library closure.	Maximum Capacity (based on set up)
A	Mon – Sat		20
B	Mon – Sat		50
C	Mon – Sat		30
A & B	Mon – Sat		70
B & C	Mon – Sat		80
A, B, & C	Mon – Sat		100
Conference Room	Mon – Sat		14
Multi-purpose Room	Mon – Sat <i>Sun (the day after Labor Day to the day before Memorial Day)</i>		16

The City Manager, or designee, has the authority to grant rare and exceptional circumstances for reservations. If granted, additional fees, based upon actual costs shall apply.

**RESERVATION APPLICATION:**

Requests for reserving the meeting rooms shall be made through the City of Wyoming Community Services Department, Parks and Recreation Office.

- Notwithstanding the priority scheduling, reservations are made on a first-come, first-served basis. Holds are not permitted.
- The room is not considered reserved until the payment and signed contract are received.
- Meeting rooms cannot be reserved by any one organization on a weekly basis, with the exception of the City and KDL. If a group is desirous of renting the room on a weekly basis, they may request to do so, in writing to the City Manager's Office.

- Any application may be rejected and previously granted permission withdrawn for violation of these rules at the absolute discretion of the City Manager.

**FEE INFORMATION:**

The fee schedule for the rental of the meeting rooms is as established by Resolution in the City Code of Ordinances.

Base Fees: Use of the room shall include tables and chairs; and podiums and amplifiers for the hearing impaired in specific rooms. The renter is required to return room(s) used to its original condition, trash must be placed in receptacles or forfeiture of deposit applies. Time for renter’s set-up, decorating and tear-down, clean-up, shall be included in the 5-hour time block (3 hour time block for the Bookmark).

Technology Fees: Additional equipment including audiovisual projection equipment, VCR and monitor, easels, standard and tabletop microphones may be available in some of the meeting rooms (see attached). Technology fees apply with use of any of said equipment.

Meeting Room	Resident Base Rate	Non-Resident Base Rate	Additional Hour Rate	Technology Fee	Deposit Required
A	\$25	\$50	\$20	\$0	\$50
B	\$50	\$75	\$20	\$25	\$50
C	\$25	\$50	\$20	\$0	\$50
A & B	\$75	\$125	\$20	\$25	\$100
B & C	\$75	\$125	\$20	\$25	\$100
A, B, & C	\$100	\$175	\$50	\$25	\$100
Conference Room	\$25	\$50	\$0	\$25	\$0
Bookmark	\$30	\$60	\$20	\$0	\$50

Additional Fees.

Non-traditional rental periods: As approved by the City Manager, or designee, late night and weekend meeting arrangements must be made at least four (4) weeks in advance and will incur an additional charge based on actual labor charges incurred by the city.

Damage & theft charges: The person, organization or business renting the room is responsible for damage to any City and Library equipment used and any damages to meeting room itself. In the event of improper clean-up or damage to the room or its contents, the person reserving the room, in addition to forfeiting their deposit, shall be liable for all cleaning and repair costs incurred by the City, and shall be invoiced for amounts over and above the deposit value. Future use of city facilities by the group may be denied.

Specialty Cleaning Fees: In the event that rentals featuring decorations, food and/or beverages require additional cleaning to address spillage, carpet cleaning, excessive trash removal, or similar, the deposit shall be forfeited and additional cleaning fees may be

invoiced based upon actual costs. Entities or persons shall be prohibited from reserving any City facility until such time as all fees have been paid.

Refunds: Full refunds shall be provided when a rental is canceled 90 days prior to reservation. 50% refunds shall be provided when rental is canceled 60 days prior to reservation. No other refunds shall be awarded. Consistent with park facility reservation policy, refunds for the Bookmark shall not be made.

Special Consideration for Fees and Charges Variances:

- A. Special Interest Groups or Individuals shall be granted no special consideration in the form of reduced rates or free services with the exception of those groups who are co-sponsoring programs/activities/events with the City of Wyoming.
- B. Proprietary or Commercial groups shall not be permitted to use library facilities for financial gain or profit. These facilities are designed to serve the general public on a non-profit basis.

**RESPONSIBILITY FOR EQUIPMENT AND FACILITIES.**

Supervision: All meetings must be supervised by the group member who signed the meeting reservation form. That person must be in attendance while the room is being used. Youth groups require adult supervision at all times (including City and KDL programs).

Use of, and payment for, the audiovisual equipment must be arranged at the time the room is booked.

- The person or organization reserving the room will be held responsible for any damage to, or theft of, City and Library property. Use of electrical or other equipment must conform to normal fire and safety standards.
- Extension cords are not permitted.

The City and Library are not responsible for any personal equipment in any manner for any reason.

**FOOD, BEVERAGES & DECORATIONS:**

Only light refreshments and light food are allowed in meeting rooms (excluding City and Library meetings).

- Absolutely no cooking will be allowed on site.
- The use or consumption of alcoholic beverages is prohibited anywhere on the property.

- No red beverages may be served in any meeting room
- No glitter or confetti or piñatas.
- Tape is also prohibited. Only white sticky tac is permitted in any room for any application.
- No use of candles.

Specific to meetings rooms A, B, & C - The kitchen facility is to be used to prepare light refreshments and coffee, which involves no cooking. The kitchen facility is to be shared between those who have reserved the A, B, and C meeting rooms. Groups are required to clean kitchen and equipment used.

Use of decorations on walls in any meeting room is prohibited.

## **GENERAL REGULATIONS.**

Any group using the meeting room is expected to conduct its proceedings in a quiet, orderly manner. The City prohibits all unlawful activities. Further all unprofessional or discourteous actions are prohibited. All reservations and their attendees are to conduct themselves with civility and respect for dignity. Uses which may disturb regular Library functions are not permitted.

Organization activities must be contained to the meeting room(s) rented.

The Library is a no-smoking campus. Smoking, including the use of E-cigarettes, is prohibited in the facility and upon the grounds of the Library.

The fact that a group is permitted to meet at the public Library does not in any way constitute endorsement of the group's policies or beliefs by the City of Wyoming or Kent District Library.

- Groups sponsoring public meetings must make their sponsorship of the meeting clear in any publicity. In no way must it appear that the City or Library is sponsoring the activity.

The City reserves the right to refuse future bookings to groups that fail to appear on scheduled meeting dates or do not abide by the above policies.

Approval History:	Approved by City Council Resolution, 11/19/2001 Transferred to Administrative Policy Manual, 1/9/2003 Approved by City Manager, 12/19/2016 for affect 1/1/2017 (anticipated)
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## XI – MANAGER’S OFFICE

Library Meeting Room Rental (per five hour increment, rounded up if necessary)	Resident	Non Resident
Meeting room A	\$ 25.00	\$ 50.00
Meeting room B	50.00	75.00
Meeting room C	25.00	50.00
Meeting room A & B	75.00	125.00
Meeting room B & C	75.00	125.00
Meeting room A, B & C	100.00	175.00
Conference Room	25.00	50.00
Cleaning Fee, if required	actual costs, minimum \$50.00 (resident and non-resident)	
Late night and weekend surcharge	actual costs for labor	

Application fee for P.A. 328 of 1998  
Tax Abatement

One-tenth of one percent (1/10<sup>th</sup> of 1%) of the total project cost, up to a maximum \$10,000 fee.

Brownfield Redevelopment Authority Project

Application fee	\$1,000.00
Direct costs in excess of \$1,000	Actual
Tax Increment Finance MEDC review	\$1,000.00

## VI - PARKS AND RECREATION

### SOFTBALL

#### Lemery, Palmer, and Lamar Parks

	<b>Day</b>	<b>Time</b>	<b>Resident</b>	<b>Non Resident</b>
<b>Practice</b>	M-F	2 hour block	\$ 10.00	\$ 15.00
	Sat.	2 hour block	10.00	15.00
<b>Games</b>	M-F	1.5 hour block	\$ 40.00	\$ 60.00
		3 hour block	60.00	90.00
		4.5 hour block	70.00	105.00
		6 hour block	75.00	115.00
		All day	150.00	225.00
	Sat.	1.5 hour block	\$ 60.00	\$ 90.00
		3 hour block	100.00	150.00
		4.5 hour block	120.00	180.00
		6 hour block	130.00	195.00
		All Day	260.00	390.00

### BASEBALL

#### Kimble Stadium and Lamar Park Grandstand

	<b>Day</b>	<b>Time</b>	<b>Resident</b>	<b>Non Resident</b>
<b>Practice</b>	M-F	2 hour block	\$ 20.00	\$ 30.00
	Sat.	2 hour block	20.00	30.00
<b>Games</b>	M-F	2 hour block	\$ 50.00	\$ 75.00
		4 hour block	70.00	105.00
		6 hour block	80.00	120.00
		8 hour block	85.00	130.00
		All Day		
	Sat.	2 hour block	\$ 60.00	\$ 90.00
		4 hour block	100.00	150.00
		6 hour block	120.00	180.00
		8 hour block	130.00	195.00
		All Day		
<b>Lighting</b>		1 hour block	\$ 20.00	\$ 20.00

**SOCCER/FOOTBALL FIELDS (UNIRRIGATED)**

	<b>Day</b>	<b>Time</b>	<b>Resident</b>	<b>Non-Resident</b>
<b>Without Nets</b>	M-F	2 hour block	\$ 20.00	\$ 30.00
	Sat./Sun.	2 hour block	20.00	30.00
<b>With Nets</b>	M-F	2 hour block	\$ 40.00	\$ 60.00
	Sat./Sun.	2 hour block	40.00	60.00

**SOCCER/FOOTBALL FIELDS (IRRIGATED)**

	<b>Day</b>	<b>Time</b>	<b>Resident</b>	<b>Non-Resident</b>
<b>Without Nets</b>	M-F	2 hour block	\$ 30.00	\$ 45.00
	Sat.	2 hour block	30.00	45.00
<b>With Nets</b>	M-F	2 hour block	\$ 60.00	\$ 90.00
	Sat./Sun	2 hour block	60.00	90.00

**TENNIS****Lemery, Lamar and Jackson Parks**

	<b>Day</b>	<b>Time</b>	<b>Resident</b>	<b>Non-Resident</b>
<b>Courts</b>	M-F	1 hour block	\$ 10.00	\$ 15.00
	Sat.	1 hour block	10.00	15.00

**VOLLEYBALL**

	<b>Day</b>	<b>Time</b>	<b>Resident</b>	<b>Non-Resident</b>
<b>Without Nets</b>	M-F	1 hour block	\$ 5.00	\$ 7.50
	Sat.	1 hour block	5.00	7.50
<b>With Nets</b>	M-F	1 hour block	\$ 10.00	\$ 15.00
	Sat.	1 hour block	10.00	15.00
<b>Net Deposit</b>			\$ 25.00	\$ 25.00
<b>Set Up Charge</b>			20.00	20.00

**BASKETBALL****Lamar and Battjes Park**

	<b>Day</b>	<b>Time</b>	<b>Resident</b>	<b>Non-Resident</b>
<b>Practice</b>	M-F	2 hour block	\$ 10.00	\$ 15.00
	Sat.	2 hour block	0.00	15.00

**PARK AND STRUCTURE RENTALS**

<b>SECTIONS</b>	<b>Day</b>	<b>Time</b>	<b>Resident</b>	<b>Non Resident</b>	<b>Additional Hour</b>
w/ elec.	M-F	3 hour block	\$ 15.00	\$ 23.00	\$ 10.00
	Sat.	3 hour block	15.00	23.00	10.00
	Sun	3 hour block	15.00	23.00	10.00
w/o elec.	M-F	3 hour block	\$ 15.00	\$ 23.00	\$ 10.00
	Sat.	3 hour block	15.00	23.00	10.00
	Sun	3 hour block	15.00	23.00	10.00
<b>Vets Park</b>	M-F	3 hour block	\$ 30.00	\$ 45.00	\$ 15.00
w/ elec.	Sat.	3 hour block	30.00	45.00	15.00
Capacity 75	Sun	3 hour block	30.00	45.00	15.00

<b>SHELTERS</b>	<b>Day</b>	<b>Time</b>	<b>Resident</b>	<b>Non Resident</b>	<b>Additional Hour</b>
<b>Ideal</b>	M-F	3 hour block	\$ 40.00	\$ 60.00	\$ 15.00
w/ elec.	Sat.	3 hour block	40.00	60.00	15.00
Capacity 100	Sun	3 hour block	40.00	60.00	15.00
<b>Lamar</b>	M-F	3 hour block	\$ 50.00	\$ 75.00	\$ 15.00
w/ elec.	Sat.	3 hour block	50.00	75.00	15.00
Capacity 75	Sun	3 hour block	50.00	75.00	15.00
<b>Oriole</b>	<b>M-F</b>	<b>3 hour block</b>	<b>\$ 50.00</b>	<b>\$ 75.00</b>	<b>\$ 15.00</b>
w/ elec.	<b>Sat.</b>	<b>3 hour block</b>	<b>\$ 50.00</b>	<b>\$ 75.00</b>	<b>\$ 15.00</b>
Capacity 15	<b>Sun</b>	<b>3 hour block</b>	<b>\$ 50.00</b>	<b>\$ 75.00</b>	<b>\$ 15.00</b>
<b>Pinery</b>	M-F	3 hour block	\$ 30.00	\$ 45.00	\$ 15.00
w/ elec.	Sat.	3 hour block	30.00	45.00	15.00
Capacity 50	Sun	3 hour block	30.00	45.00	15.00
<b>Others (Except Frog Hollow)</b>					
w/ elec.	M-F	3 hour block	\$ 20.00	\$ 30.00	\$ 15.00
Capacity varies	Sat.	3 hour block	20.00	30.00	15.00
	Sun.	3 hour block	20.00	30.00	15.00
<b>Deposit</b>	(Refundable)		\$ 50.00	\$ 50.00	

<b>LODGES</b>	<b>Day</b>	<b>Time</b>	<b>Resident</b>	<b>Non Resident</b>	<b>Additional Hour</b>
<b>Ideal</b>	M-F	3 hour block	\$ 30.00	\$ 45.00	\$ 20.00
w/ elec.	Sat.	3 hour block	45.00	68.00	20.00
Capacity 50	Sun.	3 hour block	60.00	90.00	20.00
<b>Pinery</b>	M-F	3 hour block	\$ 100.00	\$ 150.00	\$ 50.00
w/ elec.	Sat.	3 hour block	124.00	190.00	50.00
Capacity 144	Sun.	3 hour block	150.00	225.00	50.00

<b>Deposit</b>	(Refundable)	\$ 100.00	\$ 100.00
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The following fees are effective for stage use through December 31, 2009.

**PORTABLE STAGE**

	<b>Day</b>	<b>Time (8 a.m. – 11 p.m.)</b>	<b>Within Wyoming</b>	<b>Up to 20 Miles Outside Wyoming</b>	<b>21 to 50 Miles Outside Wyoming</b>
<b>Stage</b>	M-F	Per day	\$ 250.00	\$ 350.00	\$ 500.00
	Sat.	Per day	250.00	350.00	500.00
	Sun	Per day	300.00	435.00	625.00
<b>Extension panels</b>	M-F	Per day	\$ 150.00	\$ 250.00	\$ 250.00
	Sat.	Per day	150.00	200.00	250.00
	Sun.	Per day	200.00	250.00	300.00

The following fees are effective for stage use beginning January 1, 2010.

**Portable Stage**

	<b>Day</b>	<b>Time</b>	<b>Fee</b>
Stage w/I Wyoming	M-TH	per day	\$ 250.00
	F-Sat	per day	\$ 300.00
	Sun	per day	\$ 350.00
Stage Outside Wyoming up to 20 mi.	M-TH	per day	\$ 350.00
	F-Sat	per day	\$ 400.00
	Sun	per day	\$ 500.00
Stage Outside Wyoming 21-50 mi.	M-TH	per day	\$ 500.00
	F-Sat	per day	\$ 550.00
	Sun	per day	\$ 650.00
Extension Panel Charges w/I Wyoming	M-TH	per day	\$ 200.00
	F-Sat	per day	\$ 225.00
	Sun	per day	\$ 250.00
Extension Panel Charges Outside Wyoming up to 20 mi	M-TH	per day	\$ 250.00
	F-Sat	per day	\$ 275.00
	Sun	per day	\$ 300.00
Extension Panel Charges Outside Wyoming 21-50 mi	M-TH	per day	\$ 300.00
	F-Sat	per day	\$ 325.00
	Sun	per day	\$ 350.00

**SENIOR CENTER**

<b>Day</b>	<b>Time</b>	<b>Resident</b>	<b>Non Resident</b>
M-F	1 hour block	\$ 51.00	\$ 76.50
Sat.	1 hour block	75.00	112.50
Sun	1 hour block	100.00	150.00

**LIBRARY MEETING ROOM  
RENTAL**

<b>Meeting Room</b>	<b>Resident Base Rate</b>	<b>Non-Resident Base Rate</b>	<b>Additional Hour Rate</b>	<b>Technology Fee</b>	<b>Deposit Required</b>
<b>A</b>	\$ 25.00	\$ 50.00	\$ 20.00	\$ 0.00	\$ 50.00
<b>B</b>	50.00	75.00	20.00	25.00	50.00
<b>C</b>	25.00	50.00	20.00	0.00	50.00
<b>A &amp; B</b>	75.00	125.00	20.00	25.00	100.00
<b>B &amp; C</b>	75.00	125.00	20.00	25.00	100.00
<b>A, B, &amp; C</b>	100.00	175.00	50.00	25.00	100.00
<b>Conference Room</b>	25.00	50.00	0.00	25.00	0.00
<b>Bookmark</b>	30.00	60.00	20.00	0.00	50.00

**SPECIAL EVENTS**

Major Special Event Application Fee (nonrefundable): \$60.00  
 Minor Special Event Application Fee (nonrefundable): \$30.00  
 (Fees do not apply to Residential Neighborhood Block Parties)

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

RESOLUTION TO ACCEPT A PROPOSAL  
FROM LEICA GEOSYSTEMS, INC. FOR A TOTAL STATION

WHEREAS:

1. As detailed in the attached Staff Report it is recommended the City purchase a Leica Total Station using the MiDeal contract pricing as detailed below:

Total Package Price	\$31, 286.92
MiDeal Law Enforcement State Discount	(6,257.38)
Trade in of existing Total Station	(4,693.04)
Shipping	\$50.00
Final Purchase Price	<u>\$20,386.50</u>

2. Funds are available in the Capital Outlay Justice Assist BYRNE Grant account number 101-305-30500-937000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the attached proposal from Leica Geosystems, Inc. to purchase a Total Station using the State of Michigan MiDeal contract pricing.
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 December 19, 2016.

ATTACHMENTS:  
Staff Report  
Proposal  
Data Sheets

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

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

## STAFF REPORT

Date: December 8, 2016  
Subject: Leica Total Station Purchase  
From: Lt. Mark Easterly  
Meeting Date: December 19, 2016

### RECOMMENDATION:

It is recommended that the City of Wyoming purchase a replacement Leica Total Station from Leica Geosystems Company out of Fenton, Michigan, who currently holds the State Bid for this equipment. Leica Geosystems will also take the current Total Station in on trade. The entire replacement cost is \$20,386.50.

### SUSTAINABILITY CRITERIA:

Environmental Responsibility: The Department strives to be environmentally responsible and is contracting with a reputable company for the replacement of the current Total Station. This proposal will have no impact on the environment or our natural resources.

Social Equity: This recommendation will provide service to all residents of the City of Wyoming, and any other individual entered into the Criminal Justice System through the Wyoming Department of Public Safety, without regard to income level or socio-economic status.

Economic Strength: The Wyoming Department of Public Safety is committed to providing excellent customer service. The City of Wyoming is able to take full economic advantage of this purchase through the State of Michigan competitive bidding program. This affords the purchaser a 20% State discount in the purchase price of the instrument.

Quality Customer Service: The Department has relied heavily on this particular piece of equipment, not only for its accurate measurements, but also for how quickly it completes the job of measuring a crash or crime scene. This ultimately saves the City money in overtime costs, and in producing specific reconstruction diagrams to bring to the Prosecutors office for quick disposition of cases. Not to mention the advantage of the motoring public in reduced time that roads are closed for investigation and officer safety because they have to spend less time out at a scene, sometimes with traffic just a few feet away.

Technological improvements in this new Total Station now allows one staff member to measure the crash or crime scene instead of having to have two staff members to complete the same task. This will also improve the economic strength of this purchase and not have to tie up more staff than necessary in processing crash or crime scenes.

**DISCUSSION:**

The current Leica Total Station was purchased in August 2009 and is at the end of its serviceable life. The estimated replacement schedule of this instrument is six years and we are now in year seven. This instrument is a critical piece of equipment at a crash or crime scene to accurately measure that scene for reconstruction and court proceedings

**BUDGET IMPACT:**

Funds of \$20,386.50 for the replacement exist in the Police – Administrative Services – Capital Outlay Justice Assist Byrne Grant

Budget Expense Account: 101-305-30500-973-000

# Equipment Proposal

City of Wyoming (Michigan) Department of Public Safety  
 Forensic Science Unit Supervisor  
 Attention: Terra Wesseldyk  
 2300 DeHoop Ave SW  
 Wyoming, MI 49509  
 (616) 530-7354  
 Wesseldyk, Terra <WesseldykT@wyomingmi.gov>

Leica Geosystems, Inc.  
 10880 Ridge View Trail  
 Fenton, Michigan 48430  
 Facsimile: (810) 714-3180  
 Cell: (313) 670-3395  
[Rick.Sauve@Leicaus.com](mailto:Rick.Sauve@Leicaus.com)

6-Dec-16

	Equipment Description	Qty	Price	Extended
791305	TS12 5" R400 Reflectorless Total Station , Powersearch Automatic Target Recognition Total Station, 1 Keyboard, Laser Plummet, Standard Applications, User Manual & Carrying Case, Color Touch Screen	1	17,995.00	17,995.00
734754	GeoCom Code for Operation of MER on CS15	1	950.00	950.00
733270	GEB221, Li-Ion battery, 4Ah, rechargeable -	2	190.00	380.00
799185	GKL311 Charger with Car Adaptor cable and 110v	1	140.00	140.00
788853	RH16 Radio Handle with Integrated Radio	1	1,650.00	1,650.00
777508	GDF321 Pro Tribrach with out optical plummet Field Data Colector	1	385.00	385.00
810856	CS 15 Field Controller, Win CE , Full VGA, Touch Display	1	4,999.00	4,999.00
767874	CBC01 Lemo Connector module with Power Jack & USB H	1	150.00	150.00
772806	GEB212 Lithium Ion Battery 7.4v / 2.6 Ah	2	140.00	280.00
788855	CTR16 Communication Cap for CS15	1	950.00	950.00
767877	GHT61 Hand Strap	1	50.00	50.00
799185	GKL311 Charger with Car Adaptor cable and 110v	1	140.00	140.00
767879	GHT62 Pole Holder base plate for CS15	1	60.00	60.00
767880	GHT63 Clamp arrangement for attaching GHT62 to pole	1	100.00	100.00
639985	GRZ4 360 deg. Prism	1	995.00	995.00
667310	GLS112 Reflector Pole with Leica Tip 12ft	1	295.00	295.00
667301	GST120-9 Tripod	1	365.00	365.00
SW-EVR	Mapscenes Evidence Recorder	1	1,195.00	1,195.00
EVR-SWM	One Year of Evidence Recorder upgrades Training - On Site	1	95.00	95.00
090-Train X 2	Training eight (8) hours for up to six people	2	no charge	Included
	Tripod Leg Stabilizers for Concrete and Slippery Floor setups			
099268 - APE	SECO Tripod Leg Stabilizer	1	112.92	112.92
	Total Package Price			31,286.92
	Less 20% MiDeal Law Enforcement State Discount			(6,257.38)
	Less Trade in of TS02 Existing Total Staton			(4,693.04)
	Price with MiDeal Law Enforcement Discount & Trade in of TS02			20,336.50
	6% Michigan Sales Tax			Tax Exempt
	Shipping			50.00
Purchase Price with Trade In / Shipping / 6% Michigan Sales Tax				20,386.50

Note: Net 30

Signature & PO Number if Required :  
 The above is the equipment I would like shipped:

Sign, Date & Fax to Rick Sauve @ (810) 714-3180





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**Products**

- ↓ **Autobase**
- ↓ **Autobase Sensors**
- ↓ **Detection Systems**
- ↓ **GIS Asset Collection & Management**
- ↓ **GNS5GPS Systems**
- ↓ **HDS Laser Scanners & SW**
- ↓ **Laser Distancemeter**
- ↓ **Laser Tracker Systems**
- ↓ **Lasers**
- ↓ **Leica Captiva**
- ↓ **Leica Flatline plus**
- ↓ **Leica ICONE**
- ↓ **Leica Nova**
- ↓ **Leica Viva**
- ↓ **Leica Viva GNSS**
- **Leica Viva TPS**
- ↓ **Leica Viva TS16**
- ↓ **Leica Viva TS15**
- **Leica TS12P**
- ↓ **Leica Viva TS11**
- ↓ **Leica Viva TS11 & TS15**
- ↓ **KUMONOS**
- ↓ **Leica SmartWox Viva**
- ↓ **Leica Viva Controller**
- ↓ **Leica Viva GNSS & TPS**
- ↓ **myWorld @ Leica Geosystems**
- **Levels**
- ↓ **Machine Control**
- ↓ **Mobile Mapping**
- ↓ **Monitoring Solutions**
- ↓ **Multistation**
- ↓ **Theodolites**
- ↓ **Total Stations (TPS)**
- ↓ **Software**
- ↓ **Accessories**

Americas → Products → Leica Viva → Leica Viva TPS → Leica TS12P

**Leica TS12P**  
Angle and distance measurement (with Prism)



Highest accuracy - Longest range

Leica Viva TPS precision angle measurement system operates continuously providing instant horizontal and vertical code compensation for any "out of level" by a centrally located two-axis compensator. The coaxial EDM uses an infrared laser, has various measuring modes, and measures to prisms and reflective tape. The range is excellent - 3.5 km to a single prism - and the accuracy superb - 1 mm + 1.5 ppm. Resolution is 0.1 mm.

- Fast, continuous, high-accuracy angle measurements
- Choice of accuracy from 2, 3 and 7 seconds
- No instatization
- Twin-axis compensator
- EDM with standard, fast and tracking modes
- Long range, fast measurements and high accuracy
- Totally reliable

**Product Information**

- ↓ Performance Robotic Total Station
- ↓ Angle and distance measurement (with Prism)
- ↓ Prismatic distance measurement without prism
- ↓ Automatic Target Aiming (ATA)
- ↓ Automatic Target Tracking (LOCK)
- ↓ PowerSearch (PS)



- ↓ Agriculture
- ↓ Airborne Sensors
- ↓ Detection Systems
- ↓ GIS Asset Collection & Management
- ↓ GNSS/GPS Systems
- ↓ HDS Laser Scanners & SW
- ↓ Laser Distancemeter
- ↓ Laser Tracker Systems
- ↓ Lasers
- ↓ Leica Captivate
- ↓ Leica FlatLine plus
- ↓ Leica ICON
- ↓ Leica Nova
- ↓ Leica Viva
- ↓ Leica Viva GNSS
- Leica Viva TPS
  - ↓ Leica Viva TS16
  - ↓ Leica Viva TS15
  - Leica TS12P
  - ↓ Leica Viva TS11
  - ↓ Leica Viva TS11 & TS15 RUMONOS
  - ↓ Leica SmartWorX Viva
  - ↓ Leica Viva Controller
  - ↓ Leica Viva GNSS & TPS
  - ↓ myWorld @ Leica Geosystems
- ↓ Levels
- ↓ Machine Control
- ↓ Mobile Mapping
- ↓ Monitoring Solutions
- ↓ MultiStation
- ↓ Theodolites
- ↓ Total Stations (TPS)
- ↓ Software
- ↓ Accessories

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### Leica TS12P Automatic Target Aiming (ATR)



Automatic Target Aiming - Uniform measurement accuracy

With ATR, you only need to point roughly with the optical sight and trigger a measurement. Leica Viva TPS does the rest fully automatically. The infrared beam transmitted from the telescope is reflected back by the prism and analyzed instantly. Leica Viva TPS moves the telescope fine points to the center of the prism and measures. As you don't need to fine point or focus, you measure much quicker and more relaxed.

- Fast measurements
- High uniform accuracy independent of operator and light conditions
- Measurements to standard prisms (no need for active target)
- A great aid for all work
- Particularly advantageous for repetition measurements and when measuring to a large number of points

- Agriculture
- Airborne Sensors
- Detection Systems
- GIS Asset Collection & Management
- GNSS/GPS Systems
- HDX Laser Scanners & SW
- Laser Distancemeter
- Laser Tracker Systems
- Lasers
- Leica Capcube
- Leica Fluidline plus
- Leica ICON
- Leica Nova
- Leica Viva
- Leica Viva GNSS
- Leica Viva TPS
- Leica Viva TS16
- Leica Viva TS15
- Leica TS12P
- Leica TS11
- Leica Viva TS11 & TS15 KUMONOS
- Leica Smartform Viva
- Leica Viva Controller
- Leica Viva GNSS & TPS
- myWorld @ Leica Geosystems

- Levels
- Machine Control
- Mobile Mapping
- Monitoring Solutions
- MultiStation
- Theodolites
- Total Stations (TFS)
- Software
- Accessories

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... which it had to be right

Americas → Products → Leica Viva → Leica Viva TPS → Leica TS12P  
**Leica TS12P**  
 Automatic Target Tracking (LOCK)

Mass point surveys in record time



Look mode is part of ATR and enables Leica Viva TPS to track a moving reflector. After the initial ATR measurement, Leica Viva TPS remains 'locked' onto the reflector and follows it as it moves. Measurements can be taken at any time. As intelligent software predicts the reflector movement, Leica Viva TPS continues to track even if obstructions cause short interruptions to the beam. If long interruptions should cause complete loss of lock, just point quickly again with the optical sight or, even better, use PowerSearch.

- Part of ATR
- Built-in 360° reflector
- Fully automatic
- Eliminates manual operation
- No need for target prisms
- Perfect for mass point surveys
- Use for topo, DTM, profiling etc.

- Product Information**
- ↓ Performance Robotic Total Station
  - ↓ Auto and distance measurement (with Prism)
  - ↓ Prisma2 - distance measurement without prism
  - ↓ Automatic Target Aiming (ATR)
  - ↓ Automatic Target Tracking (LOCK)
  - ↓ PowerSearch (PS)

- ↓ Agriculture
- ↓ Airborne Sensors
- ↓ Detection Systems
- ↓ GIS Asset Collection & Management
- ↓ GNSS/GPS Systems
- ↓ HDX Laser Scanners & SW
- ↓ Laser Distancemeter
- ↓ Laser Tracker Systems
- ↓ Lasers
- ↓ Leica Capriala
- ↓ Leica FlexLine plus
- ↓ Leica ICON
- ↓ Leica Nova
- ↓ Leica Viva
- ↓ Leica Viva GNSS
- ↓ Leica Viva TPS
- ↓ Leica Viva TS16
- ↓ Leica Viva TS15
- ↓ Leica TS12P
- ↓ Leica Viva TS11
- ↓ Leica Viva TS11 & TS15
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- ↓ Leica SmartWork Viva
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- ↓ Levels
- ↓ Machine Control
- ↓ Mobile Mapping
- ↓ Monitoring Solutions
- ↓ MultiStation
- ↓ Theodolites
- ↓ Total Stations (TPS)
- ↓ Software
- ↓ Accessories



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www.leica-geosystems.us/en/leica-ts12p\_91274.htm



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**Leica TS12P PowerSearch (PS)**



Fields reflector automatically

PowerSearch finds reflectors within seconds no matter where they are. With PowerSearch activated, Leica Viva TPS rotates the telescope vertically for you. As soon as the fan strikes a prism Leica Viva TPS stops rotating. ATR takes over and fine-tunes the measurement. Use PowerSearch for the first ATR measurement or to find the reflector again if Automatic Target Tracking loses lock. PowerSearch is particularly advantageous when operating with remote control.

- Optional for Leica Viva TPS equipped with ATR
- Activated at the touch of a key or automatically, if configured
- Finds standard prisms (no need for active target)
- Saves time, increases productivity
- Highly recommended for fast, efficient one-man remote control

- Leica Viva TPS
- Leica Viva TS16
- Leica Viva TS15
- Leica TS12P
- Leica Viva TS11
- Leica Viva TS11 & TS15
- KUMONOS
- Leica SmartWork Viva
- Leica Viva Controller
- Leica Viva GNSS & TPS
- myWorld @ Leica Geosystems
- Levels
- Machine Control
- Mobile Mapping
- Monitoring Solutions
- MultiStation
- Theodolites
- Total Stations (TPS)
- Software
- Accessories

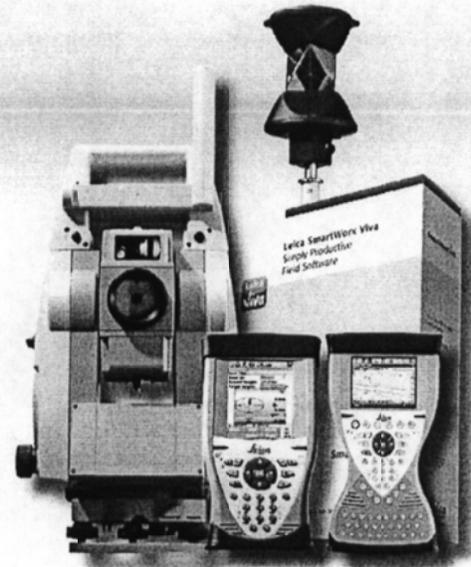
Product Information

- Performance Robotic Total Station
- Angle and distance measurement with prism
- Prisma - distance measurement without prism
- Automatic Target Alignment (ATA)
- Automatic Target Tracking (ATC)
- PowerSearch (PS)

Leica Geosystems 2016. Part of Hexagon | English

# Leica Viva TS12

Performance  
Robotic Instrument



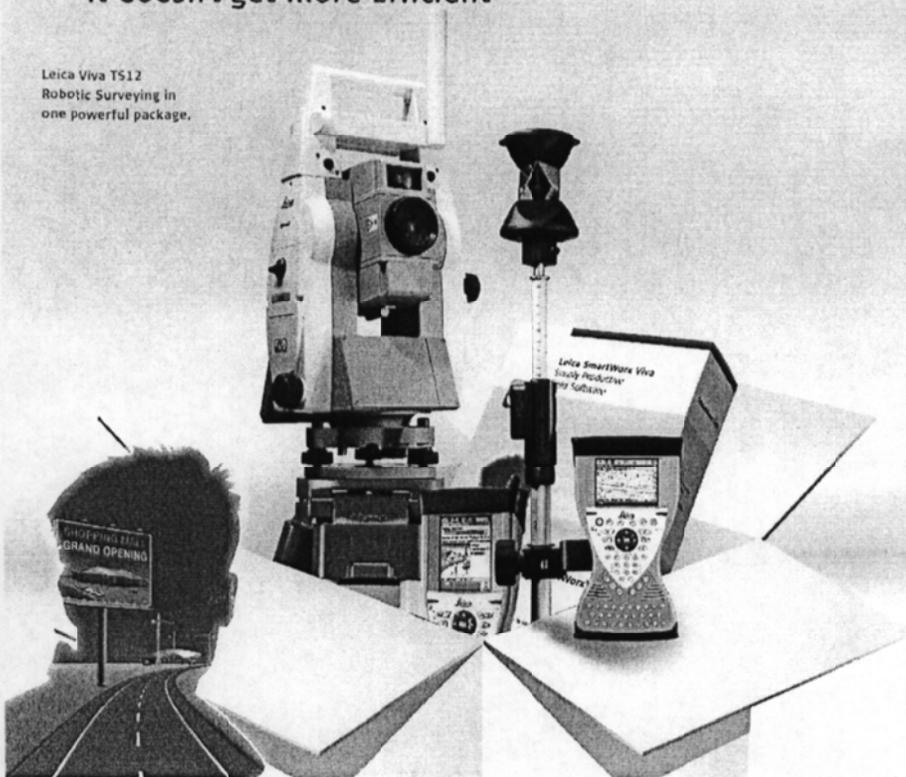
- when it has to be right

*Leica*  
Geosystems

## Your Vision: Performance on a Budget

Welcome to Leica Viva TS12  
It doesn't get more Efficient

Leica Viva TS12  
Robotic Surveying in  
one powerful package.



### Robotic Surveying's new benchmark

#### 1 Best-in-class Search-Lock-Measure



Leica Viva TS12 uses years of experience to optimally find, lock and measure to prisms with a single key press. With the unique PowerSearch sensor any prism type is found within seconds regardless of location.  
**Your benefit - the fastest robotic total station in its class.**

#### 2 Best-in-class Radio-field-Controller



The CS15 light weight or the CS15 full keyboard fold controllers with fully integrated antenna technology offers a long range, secure and fast wireless connectivity to your TS12 total station.  
**Your benefit - ergonomic field solution.**

#### 3 Best-in-class Simplicity in the Field



Survey directly from the instrument or from SmartWox Viva on the controllers allowing you the flexibility and power you expect from Leica instruments.  
**Your benefit - be up to speed in a minimum of time.**

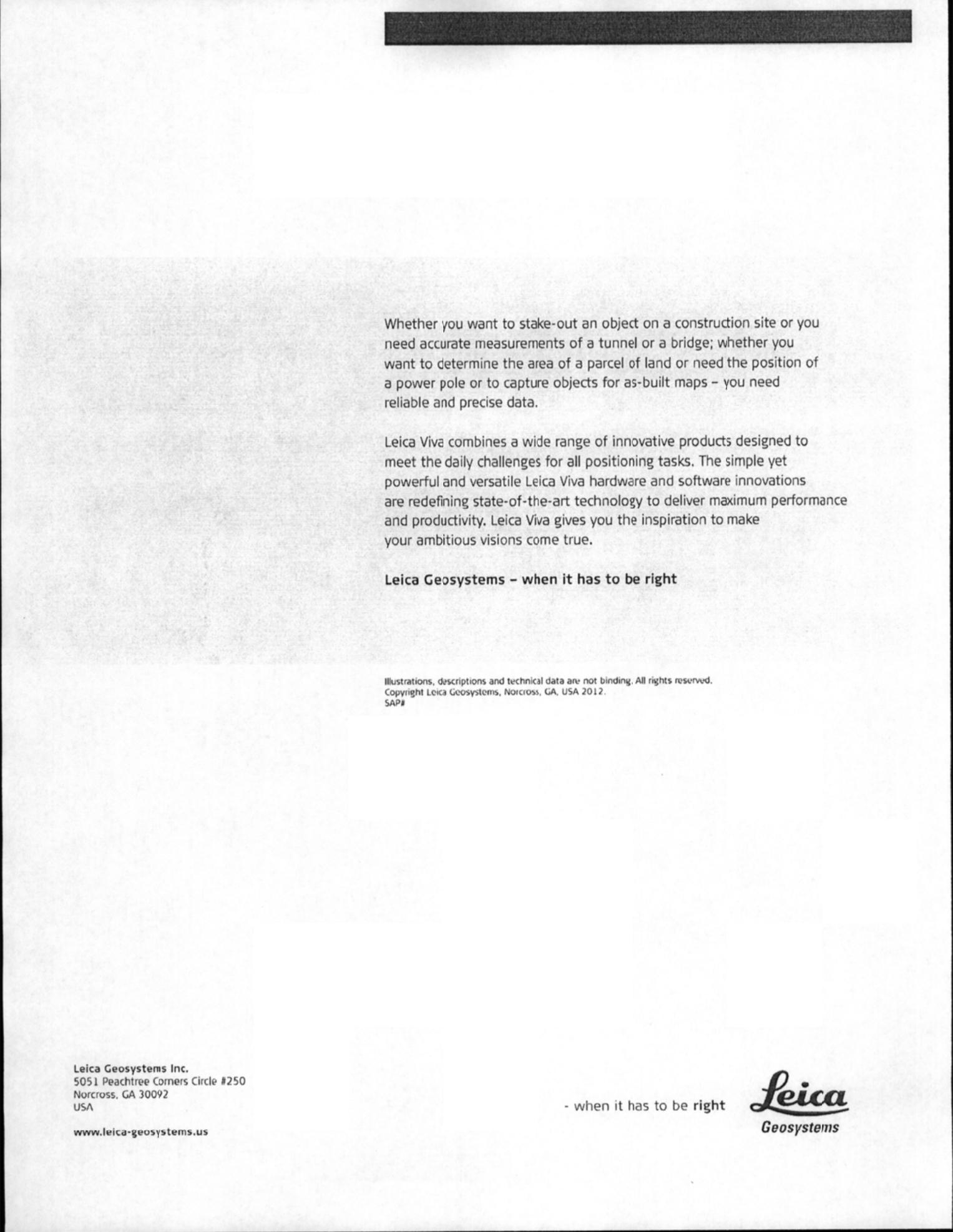
#### 4 Best-in-class Leica Geosystems Original Accessories



Original Leica Geosystems Accessories guarantee seamless operation and maximum performance, as all accessories have been specifically designed for the instrument.  
**Your benefit - trusted results today and tomorrow.**

... let us inspire you





Whether you want to stake-out an object on a construction site or you need accurate measurements of a tunnel or a bridge; whether you want to determine the area of a parcel of land or need the position of a power pole or to capture objects for as-built maps – you need reliable and precise data.

Leica Viva combines a wide range of innovative products designed to meet the daily challenges for all positioning tasks. The simple yet powerful and versatile Leica Viva hardware and software innovations are redefining state-of-the-art technology to deliver maximum performance and productivity. Leica Viva gives you the inspiration to make your ambitious visions come true.

**Leica Geosystems – when it has to be right**

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SAP#

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5051 Peachtree Corners Circle #250  
Norcross, GA 30092  
USA

[www.leica-geosystems.us](http://www.leica-geosystems.us)

- when it has to be right

**Leica**  
Geosystems

# Leica Viva CS10 & CS15

## Data sheet



Viva



### Easy-to-use software

The CS10 and CS15 controllers are perfectly designed to be used with SmartWorx Viva surveying software. With clear graphics, practical menu structures, understandable terminology and simplified workflows, save time and effort on any site. SmartWorx Viva is incredibly easy to learn and use. You and your field crew will be up to speed in no time.



### Flexible communication & data handling

Stay connected with a wide range of communication and data storage options. With fully integrated wireless antenna technology (Bluetooth®, GSM/UMTS 3.5G), a choice of two connector modules and data storage using an SD card or USB memory stick, your CS10 and CS15 are ready for all challenges on site and in the office.

### ACC»

#### Customer care only a click away

Through Active Customer Care (ACC), a global network of experienced professionals is only a click away to expertly guide you through any challenge. Eliminate delays with superior technical service, finish jobs faster and avoid costly site revisits with excellent consultancy support. Control your costs with a tailored Customer Care Package (CCP), giving you peace of mind you are covered anywhere, anytime.

 PART OF  
HEXAGON

- when it has to be right

**Leica**  
Geosystems

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

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

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize entering into an agreement with Reliable Energy, Inc. for the purchase of natural gas.
2. Funds for the natural gas are budgeted in account number 590-590-54300-920000.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 19, 2016.

ATTACHMENTS:

Staff Report  
Agreement

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

## STAFF REPORT

Date: December 12, 2016  
Subject: Agreement with Reliable Energy  
From: Jon Burke, Clean Water Plant Superintendent  
Meeting Date: December 19, 2016

---

### RECOMMENDATION:

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

### 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. Natural gas is seen as the number 1 sustainable source of energy in the United States for the foreseeable future. This relationship with Reliable Energy will give us a stable position in the market while utilizing a natural gas energy source.

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

Economic Strength – The relationship with Reliable Energy has saved the Clean Water Plant approximately \$28,000 just in the past year because they buy gas in advance on our behalf when market conditions are more favorable.

### DISCUSSION:

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

We have had a relationship with Reliable Energy at the Clean Water Plant since the late 1990’s. The agreement is very outdated and this new proposal will bring us in line with the agreement that Reliable has with the City for the Drinking Water Plant.

### BUDGET IMPACT:

This agreement would result in savings in the Clean Water Plant’s energy budgets. There is a flat fee of \$300 per month to Reliable Energy for retaining their services.

### ATTACHMENTS:

Energy Agreement with Reliable Energy

ENERGY AGREEMENT

THIS AGREEMENT IS entered into on December 19, 2016 between CITY OF WYOMING, 1155 28<sup>TH</sup> STREET SW, WYOMING, MI 49509 ("Client") and RELIABLE ENERGY, INC., 5500 Cascade Road SE, Suite 220, Grand Rapids, MI 49546 ("Manager").

STATEMENT OF PURPOSE

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

- 1. Services to be Provided. During the term of this Agreement, Manager shall perform the services specified in Exhibits A & B, attached hereto. Client agrees to make available to Manager all materials and information reasonably necessary for Manager to perform such services, including without limitation, the materials and information specified in Exhibits A & B.
2. Term. Service under this Agreement shall commence on December 19, 2016 and shall remain in effect until terminated by either Party upon no less than sixty (60) days written notice to the other Party provided, however, that such termination shall not become effective until the expiration of any commitments made by Manager on behalf of Client in accordance with the terms set forth herein or in a formal Agency Agreement between the Parties.
3. Fees. In consideration for the services to be performed for Client by Manager, Client agrees to pay, promptly and fully, the fees described in Exhibit C, attached hereto and made a part hereof, in accordance with the provisions set forth therein.
4. Liability. Manager agrees to perform the services in a professional manner and as otherwise set forth in this Agreement. Manager warrants that it will perform as specified by the agreement of the Parties. If Manager is unable to perform as agreed, Client shall be limited in its damages to reimbursement of the difference between Client's contracted cost for energy and Client's cost of replacement energy. Except as set forth herein, Client expressly agrees that Manager shall not be liable to Client for any other loss, liability, damage, cost or expense of Client (including lost profit or any other direct, indirect or consequential damages) resulting from or attributable to, performance of the services. Client further agrees that Manager shall not be liable for any loss or expense incurred by Client due to failure of Client's energy supplier(s) to perform as agreed.
5. Default. In the event either Party (the "Defaulting Party") is in default with respect to any of the provisions of this Agreement, the other Party (the "Performing Party") shall have the right to suspend and/or terminate this Agreement provided the Defaulting Party has not remedied the event of default after seven business days prior written notice from the Performing Party.
6. Parties Defined. References to Client and Manager include the Parties' officers, employees, agents, and independent contractors and subcontractors.
7. Assignment. Client shall not assign nor transfer its rights, duties and obligations hereunder, except to an affiliate, unless Manager consents to such assignment in writing prior to any such assignment. Such written consent shall not be unreasonably withheld.
8. Notices. All notices and other communication hereunder must be in writing and shall be deemed to have been duly given when personally delivered or when placed in the United States mail, first class, postage prepaid, addressed to the Party to whom such notice is being given at the address set forth in this Agreement. Either Party may change the address to which such notices shall be given by notifying the other Party in accordance with this Paragraph of such change of address.
9. Severability. Should any provision of this Agreement or part thereof be held under any circumstances to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement or other part of such provision.
10. Governing Law. This Agreement shall be deemed to have been made and entered into in the State of Michigan, and the construction, validity and enforceability of this Agreement shall be governed by the laws of the State of Michigan.
11. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof. All prior contemporaneous or other oral or written statements, representations, or agreements by or between the Parties with respect to the subject matter hereof are merged herein.
12. Miscellaneous. This Agreement shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns. This Agreement shall not be changed or modified orally but only by an instrument in writing signed by the Parties which states that it is an amendment to this Agreement.

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

CITY OF WYOMING

RELIABLE ENERGY, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Brian M. Shea

Title: \_\_\_\_\_

President

APPROVED AS TO FORM:

[Signature]

**EXHIBIT A**  
**ENERGY MANAGEMENT & OPTIMIZATION SERVICES**

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

**NATURAL GAS**

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

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

Month:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Requirement (MMBtu):	7,000	6,300	6,000	4,400	2,400	240	0	0	0	2,900	4,100	6,200	39,540

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

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

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

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

**EXHIBIT B  
ENERGY PROCUREMENT SERVICES**

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

**I. NATURAL GAS**

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

Facility ID	Procure Type	Monthly Requirements (MMBtu)											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2350 Ivanrest	100% of Req.	7,000	6,300	6,000	4,400	2,400	240	0	0	0	2,900	4,100	6,200

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

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

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

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

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

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

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

**1. PHYSICAL DELIVERIES**

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

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

**2. NATURAL GAS HEDGE STRATEGY**

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

Product	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Blend 20	50%	50%	50%	50%	50%	0%	0%	0%	0%	50%	50%	50%	50%
Winter Blend	25%	25%	25%	25%	0%	0%	0%	0%	0%	0%	25%	25%	25%
REI Discretionary - LT	25%	25%	25%	25%	50%	100%	100%	100%	100%	25%	25%	25%	25%
<b>Total</b>	<b>100%</b>												

For each product identified above, the monthly percent indicated shall be applied to the corresponding Monthly Requirements identified in Exhibit B to determine the monthly quantity in MMBtu.

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

**Summary of Available Natural Gas Hedge Products**

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

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

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

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

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

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

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

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

With respect to the Blend 20, Blend 10, Blend 4, Winter Blend and Summer Blend categories, Manager shall establish an Upper Band Price Tolerance (UBPT) and a Lower Band Price Tolerance (LBPT). In the event that the price to be transacted for a specific delivery month exceeds the UBPT, the establishment of a position for such shall be delayed for a period of one (1) month provided, however, that the UBPT shall not be applied to the same delivery month for consecutive one (1) month periods. In the event that the price to be transacted for a specific delivery month is below the LBPT, the quantity to be hedged for such month shall be multiplied by two (2). Until further notice, the UBPT shall be equal to \$6,000, exclusive of fees, and the LBPT shall be equal to \$3,000, exclusive of fees. Manager shall provide written notice to Client of any change to either the UBPT or the LBPT.

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

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

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

**CITY OF WYOMING**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**RELIABLE ENERGY, INC.**

By: \_\_\_\_\_  
 Brian M. Shea  
 President  
 Date: \_\_\_\_\_

**EXHIBIT C  
FEES**

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

**I. NATURAL GAS**

**A. ACCOUNT MANAGEMENT**

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

**B. ENERGY PROCUREMENT & OPTIMIZATION**

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

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

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

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

## AGENCY AGREEMENT

THIS AGREEMENT IS entered into on December 19, 2016, between CITY OF WYOMING, 1155 28<sup>TH</sup> STREET SW, WYOMING, MI 49509 ("Client") and RELIABLE ENERGY, INC., 5500 Cascade Road SE, Suite 220, Grand Rapids, MI 49546 ("Agent").

### STATEMENT OF PURPOSE

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

1. **Agency Authorization.** Client hereby authorizes Agent to secure its Energy requirements as set forth herein. As such, Agent shall have full authority to enter into contractual agreements pertaining to supply and/or delivery of Energy to Client's facilities. The term "Energy" as used herein, shall include natural gas and electricity as set forth below. The term "supply" as used herein, shall include procurement of Energy for delivery into Client's Local Distribution Company (LDC) system. The term "delivery" as used herein, shall include interstate transportation of Energy as well as delivery of Energy through Client's Local Distribution Company (LDC).
2. **Term.** The term of this Agreement shall commence on December 19, 2016 and shall remain in effect until terminated by either Party upon no less than sixty (60) days written notice to the other Party provided, however, that such termination shall not become effective until the expiration of any commitments made by Manager on behalf of Client in accordance with the terms set forth herein.
3. **Energy Requirements.** For purposes of this Agreement, Client's Energy requirements shall be defined as follows:

a) Natural Gas

Month:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Requirement (Mcf):	7,000	6,300	6,000	4,400	2,400	240	0	0	0	2,900	4,100	6,200	39,540

b) Electricity

\*\*Does not apply\*\*

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

4. **Limitations.**

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

- a) Agreements entered into by Agent on behalf of Client shall be for a term no longer than 12 months. Commitments extending beyond a 12 month period may be made by Agent upon consent from Client.
- b) Commitments made by Agent on behalf of Client to purchase Energy shall not exceed the maximum allowable tolerances for delivery of Energy to Client as set forth in Client's agreement with its LDC(s).

**CITY OF WYOMING**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RELIABLE ENERGY, INC.**

By: \_\_\_\_\_  
Brian M. Shea  
President  
Date: \_\_\_\_\_

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
WORKSTATIONS AND LAPTOPS

WHEREAS:

1. As detailed in the attached Staff Report it is recommended the City purchase seventy-four workstations and twenty-seven laptops.
2. It is recommended the City Council authorize the purchase from Sehi Computer Products, Inc. in the total estimated amount of \$75,703.79 using Regional Education Media Centers Association of Michigan contract pricing.
3. Funds for the purchase are available in the various departmental accounts and will be charged to the appropriate account at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of workstations and laptops from Sehi Computer Products, Inc. in the total amount of \$75,703.79.
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 December 19, 2016.

ATTACHMENTS:  
Staff Report  
Quotations

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

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

## STAFF REPORT

**DATE:** December 13, 2016  
**SUBJECT:** City Computer Hardware: Workstation/Laptop Purchase  
**FROM:** Pat Firestone, Director of Information Technology  
**MEETING DATE:** December 19, 2016

---

### RECOMMENDATION:

It is recommended that the City Council authorize the purchase of (74) workstations and (27) laptops, which would cover normal replacement cycles for the remainder of the 2016/2017 budget year. The recommended vendor is Sehi Computer Products, Inc., in the amount of \$75,703.79

### SUSTAINABILITY CRITERIA:

Environmental Quality – The workstations recommended for purchase are the latest in power-saving technology, at only 65 Watts. The Mini-PCs specified should result in utility power savings throughout the City where they are deployed.

Social Equity – Information Technology staff continues efforts toward standardizing and updating software and hardware on a regular basis. This normal upgrade process will continue to keep the City of Wyoming up-to-date, with the latest hardware, providing faster response times for employee computer-related tasks.

Economic Strength – Performing large, consistent computer hardware purchases is a benefit to the City, providing cost-effective and consistent hardware used throughout the City. Having consistent hardware reduces troubleshooting/technician time and downtime to the employee because of the familiarity of the product line.

### DISCUSSION:

The City of Wyoming is currently on a normal, 4-year replacement cycle for computer workstations. This purchase will bring the City current for workstation and laptop replacements, for the remainder of the 2016/2017 budget year. Normally, purchases of HP equipment are executed through HP direct, but in quoting hardware, it was noted that Sehi, quoting under the Regional Education Media Centers (REMC) Association of Michigan pricing contract, was significantly lower than HP, per attached quotes.

### BUDGET IMPACT:

Funding for the purchase of computer equipment and/or peripherals is budgeted and available from the following funds: Information Technology #101-258-25800-740.200; Parks and Recreation #208-752-75200-984.017; Public Works #110-441-44100-984.017; Utilities/CWP #590-590-54300-740.000; and Utilities/WTP #591-591-55300-740.000.



2930 Bond Street  
 Rochester Hills, Mi 48309  
 Voice: 248.299.1580  
 Fax: 248.299.1590

Quote for City of Wyoming  
 Todd Curran  
 REMC Pricing under #146014

HP Desktops Mini Config

Items/description	Part no	Unit price	Qty	Ext price
Configurable HP EliteDesk 800 G2 DM 65W Business PC L2X86AV		\$608.00	100	\$60,800.00
*Intel Q170				
*Intel® i219LM Gigabit Network Connection				
HP EliteDesk 800 G2 DM 65W Business PC	L2X86AV			
Windows 10 Pro 64	N1H83AV#ABA			
Intel Core i5-6500 3.2G 6M 2133 4C CPU	N8G48AV			
8GB DDR4-2133 SODIMM (1x8GB) RAM	L1W08AV			
500GB SATA	L2A66AV			
HP DisplayPort Cable	L1X88AV			
HP USB Business Slim Keyboard	L2X15AV#ABA			
HP USB Mouse	C8N39AV			
Desktop Mini 2nd DisplayPort	N1U61AV			
HP 90W External Power Supply	L3N98AV			
Single Unit (DM) Packaging	L1Y04AV			
HP EliteDesk 800 DM Country Kit	L2A69AV#ABA			
3/3/3 DM Warranty	L2X08AV#ABA			

Quote for City of Wyoming  
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HP 650 Notebook Config

Items/description	Part no	Unit price	Qty	Ext price
HP ProBook 650 G2 Notebook PC, Intel® i5-6300u Processor integrated Graphics , Wireless WAN available with Intel Graphics 530	L8U48AV	\$845.00	1	\$845.00
Windows 10 Pro 64	N2T68AV			
Intel Core i5 Label	N4T81AV			
Energy Star Module- Required selection is a Microsoft Operating system is selected.	M6P12AV			
Intel SGX Permanent Disable	M6P15AV			
NO vPro AMT supported Feature	FG972AV			
15.6" LED HD SVA Anti-Glare enabled for WWAN enabled for Webcam flat (1366x768)	L8U71AV			
Integrated HD Webcam	L8X77AV			
8GB RAM	M3X48AV			
256 GB M2 SATA-3 TLC SSD	L9Q41AV			
DVD+/-RW SuperMulti DL Drive	L9Q55AV			
No Serial Port	T4E78AV			
TouchPad Keyboard	L9Q56AV#ABA			
Intel 8260 802.11 a/b/g/n/ac (2x2) +Bluetooth 4.1	M2K33AV			
No NFC Module	M2K47AV			
No HP Mobile Broadband	M2K42AV			
No Fingerprint Reader	M2K51AV			
65 Watt Smart nPFC AC Adapter	L9Q48AV			
Power Cord - 1.0 Meters	M3V58AV#ABA			
Destination Country Kit Localization	M2Q16AV#ABA			
3 Cell (48 WHr) Long Life Battery	L9Q51AV			
3/3/0 Warranty	P5W50AV#ABA			
3 year Battery Warrant Card	B3M72AV			
Drivers for Windows 10 (Recovery Media)	N2T96AV			
HP Ultra Slim Docking Station	D9Y32UT	\$140.72	\$1.00	\$140.72
				<b>\$985.72</b>

Quote for City of Wyoming  
Todd Curran  
REMC Pricing under #146014

HP Elite 840 Notebook Config

Items/description	Part no	Unit price	Qty	Ext price
Configurable -HP EliteBook 840 G3 Notebook PC with Intel i5-6300U L3C65AV		\$986.00	1	\$986.00
*Intel i5-6300U (2.4GHz w/Turbo				
HP EliteBook 840 G3 Notebook PC with Intel i5-6300U (2.4GHz w/Turbo	L3C65AV			
Windows 10 Pro 64	N2N61AV#ABA			
Intel Core i5 Label	N4T79AV			
Energy Star Module	M6P12AV			
Intel SGX Permanent Disable	M6P15AV			
NO vPro AMT supported Feature	FG972AV			
14 LED FHD SVA Anti-Glare enabled for Webcam (1920x1080)	L3C80AV			
Integrated HD Webcam	L3C76AV			
8 GB 2133MHz DDR4 (1D)	L3C86AV			
256 GB M2 SATA-3 TLC SSD	L3C91AV			
Back-lit DualPoint Keyboard	L3V09AV#ABA			
Intel 8260NGW M Snowfield Peak a/b/g/n/ac (2x2) +	M8S99AV			
No NFC Module	L3D09AV			
No HP Mobile Broadband	L3D13AV			
No Integrated Fingerprint Reader	L3D02AV			
65 Watt Smart nPFC AC Adapter	T0X85AV			
Power Cord - 1.0 Meters	L3V22AV#ABA			
Destination Country Kit Localization	L4S03AV#ABA			
3-Cell (46 WHr) Long Life Battery	L3C97AV			
3/3/0 Warranty	N1M24AV#ABA			
3 year Battery Warrant Card	B3M72AV			
Drivers for Windows 10 (Recovery Media)	N3B59AV			
HP Ultra Slim Docking Station	D9Y32UT	140.72	\$1.00	140.72
				<b>\$1,126.72</b>



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17" ACAD Portable Workstation

Items/Description	Part no	Unit price	Qty	Ext price
HP ZBook 17 G3 17.3" 16:9 Mobile Workstation - 1920 x 1080 - In-plane Switching (IPS) Technology - Intel Core i7 (6th Gen) i7-6700HQ Quad-core (4 Core) 2.60 GHz - 8 GB DDR4 SDRAM - 256 GB SSD - Windows 7 Professional 64-bit (English) upgradable to Windows 10 Pro - NVIDIA Quadro M1000M 2 GB GDDR5 SDRAM - English Keyboard - Front Camera/Webcam - Gigabit Ethernet - Network (RJ-45) - HDMI - 4 x USB 3.0 Ports - 6-cell Lithium Ion (Li-Ion) 2.6G 8GB 256GB SSD 17.3IN BT	V1Q03UT	\$1,777.00	1	\$1,777.00
HP 8GB DDR4 SDRAM Memory Module - 8 GB - DDR4 SDRAM - 2133 MHz - 2133/PC4-17000 - Non-ECC - Unbuffered - 260-pin - SoDIMM	T7B77UT	\$63.00	1	\$63.00
HP USB3C Docking Station	X7W54UT	\$141.07	1	\$141.07
	<b>Total</b>			<b>\$1,981.07</b>