

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, AUGUST 16, 2010 AT 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation**  
Pastor Larry Mayberry, Pennelwood Church of God.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of August 2, 2010.
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
    1. Update on “The Rapid” by Peter Varga, CEO, Interurban Transit Partnership.
    2. EPA Brownfield Grant Update by Jeff Edwards, Soil and Materials Engineers
  - 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 by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda upon request of any Council member and will be considered separately.)*
- 15) Resolutions**
  - a) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
  - b) To Authorize the Mayor and City Clerk to Enter into a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. in Support of Older Adult Transportation
  - c) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan for Fiscal Year 2010-2011
  - d) To Authorize the Mayor and City Clerk to Execute an Agreement for Professional Services
  - e) To Accept a Quotation to Complete Repairs to the Pipelines
  - f) To Authorize the Purchase of De-Icing Salt from the North American Salt Company

- 17) Ordinances**
- 18) Informational Material**
- 19) Acknowledgment of Visitors**
- 20) Closed Session** (as necessary)
- 21) Adjournment**

U.S. EPA BROWNFIELDS ASSESSMENT GRANT PROGRAM

PROJECT SUMMARIES

CITY OF WYOMING, MICHIGAN

Address	PPN	Project Name	Scope of Work	EPA Funds	Timeframe Project was	Job Creation / Retention	Investment	Pre-Taxable Value	Post-Taxable	Change in Taxable	Acreage
3610 South Division	41-18-19-101-064	Former Enamelite Industries	Phase I ESA	\$3,000	April 2009	None	None	\$82,621	\$82,373	-\$248	1
1211 Judd Avenue SW	41-17-02-102-027	Former Hagerwood Preserving	Phase I & II ESA, BEA	\$18,632	October 2009 -	2	\$58,000	\$60,202	\$83,700	\$23,498	1.14
1217 Judd Avenue SW	41-17-02-102-029	Former Hagerwood Preserving	Phase I & II ESA, BEA	\$52,928	October 2009 -	2	\$61,000	\$96,415	\$176,100	\$79,685	4.16
1221 Judd Avenue SW	41-17-02-102-030	Former Hagerwood Preserving	Phase I & II ESA, BEA	\$18,632	October 2009 -	2	\$51,000	\$12,584	\$29,700	\$17,116	0.78
5801 Clay Avenue SW	41-17-36-376-019	Former Gill Industries	Phase I & II ESA, BEA	\$54,621	April 2010 - July 2010	36	\$800,000	\$446,000	NA	NA	2.50
<b>TOTALS</b>				<b>\$147,813</b>		<b>42</b>	<b>\$970,000</b>	<b>\$697,822</b>	<b>\$371,873</b>		<b>9.58</b>

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

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

WHEREAS, the City has entered into a contract with Consumers Energy Company which provides for a Consumers Energy Company owned streetlighting system within certain parts of the City, and

WHEREAS, the City desires to have Consumers Energy Company replace one 175W mercury vapor streetlight and replace it with a 100W high pressure sodium streetlight at 4336 Milan Avenue; now, therefore,

BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the attached "Authorization for Change in Standard Streetlighting Contract" and the accompanying Consumers Energy Resolution.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays.

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 the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
LEANNE JOHNSON  
Wyoming Deputy City Clerk

Attachments

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

**AUTHORIZATION FOR CHANGE IN STANDARD STREETLIGHTING CONTRACT**

Consumers Energy Company is hereby authorized as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the City of Wyoming, to make changes, as listed below, in the streetlighting system(s) covered by the existing Standard Streetlighting Contract between the Company and the City of Wyoming, dated October 20, 1986.

- Energy-Only Streetlighting Rate L-1
- Customer-Owned Streetlight System Rate L-2
- Company-Owned Streetlight System Rate L-3

Number of Luminaires	Nominal Lumen Rating	Light Source	Installation or Removal	Voltage Service	Point of Attachment With Company's Dist System	Location
1	175W	MV	REMOVAL	120V	Secondary	4336 Milan Ave., SW
1	100W	HPS	INSTALL	120V	Secondary	4336 Milan Ave., SW

Notification Number 1006169975

Construction Work Order Number 13302287

Except for the changes in the streetlighting system(s) as herein authorized, all provisions of the aforesaid Standard Streetlighting Contract dated October 20, 1986, shall remain in full force and effect.

By: \_\_\_\_\_  
Its Deputy Clerk, Leanne Johnson

\_\_\_\_\_  
Its Mayor, Jack A. Poll



MILAN AVE SW

02  
○

M7.5

REPLACE  
175W MV / 100W HPS COBRA HEAD

44TH ST

ORDER NUMBER
13302287

 A CMS Energy Company <b>ELECTRIC</b>	DESIGNED BY ALBROTT	DATE 04/16/10	STREETLIGHT-4336 MILAN AVE SW		
	APPROVED BY	DATE	For: INVESTIGATE STREETLIGHT		
SHEET OF		SCALE			
-CONSTRUCTION CERTIFICATION- Work was constructed as Engineered or Changed as Indicated. All Salvageable Material Was Returned to Stores. Signed _____ in Direct Charge of Work Dates: Started _____ Completed _____ MISS DIG NUMBER: _____ DATE: _____	TLM NUMBER	# OF RODS	OHMS	CONSTRUCTION MEASURE NUMBER 10000790340	
	SUBSTATION	WD NO.		ORDER TYPE EFLC	DESIGN NUMBER 70055181
	CIRCUIT	CKT NO.	LCP NO.	STAKED <input type="checkbox"/> YES <input type="checkbox"/> NO	
				TREES <input type="checkbox"/> YES <input type="checkbox"/> NO	

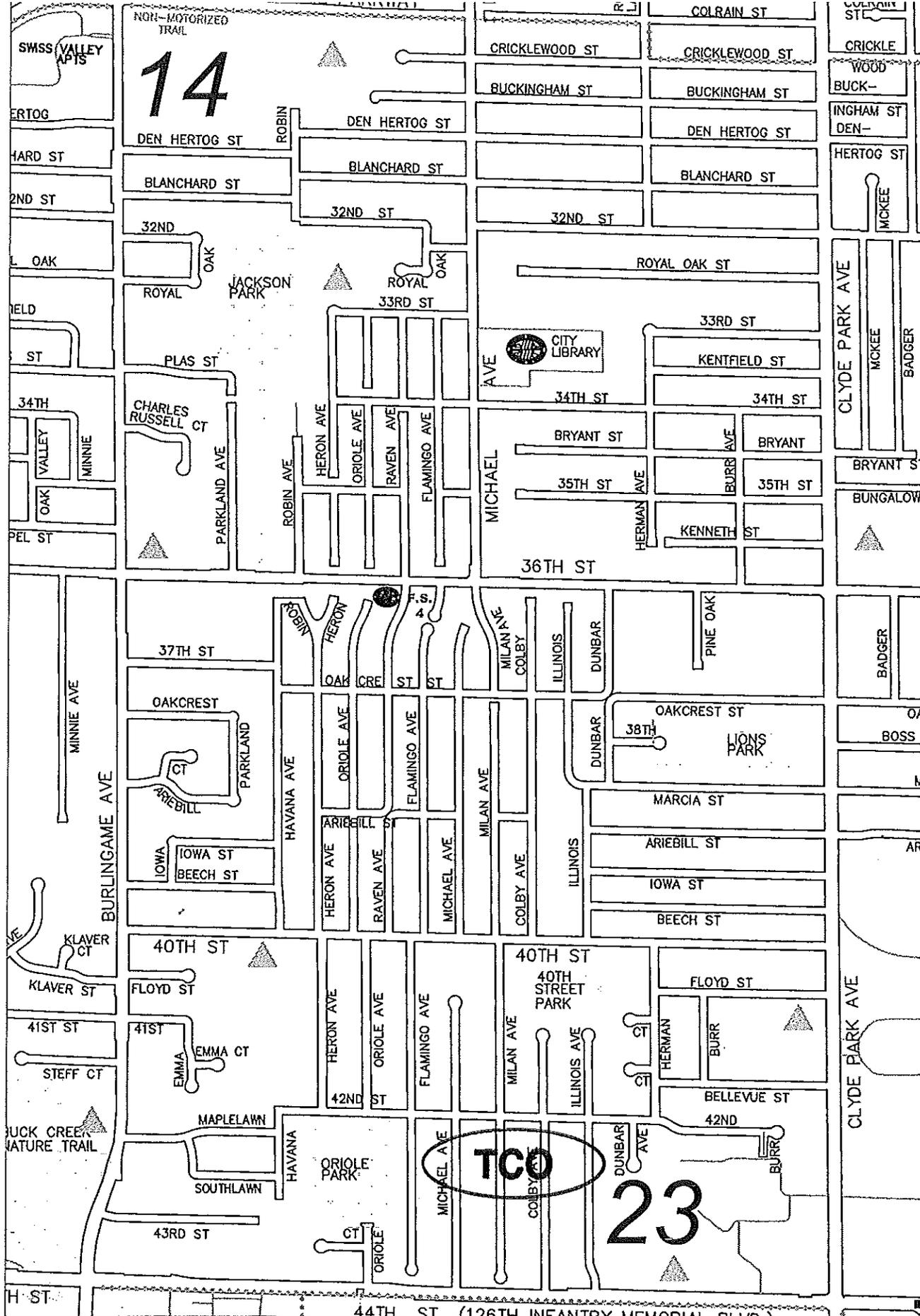
See Page 6

3200

3600

4000

4400



1600

1200

See Page 14

800

**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**

WHEREAS, the City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens,

WHEREAS, the City of Wyoming and AAWM have an established contract to provide certain services with state and federal funding for a period ending September 30, 2010, and

WHEREAS, the City of Wyoming had applied to amend the service contract effective October 1, 2009 through September 30, 2010, to obtain additional funding, and

WHEREAS, the Board of Directors of AAWM voted to accept such a contract amendment, and

WHEREAS, the Board of Directors of AAWM voted to award the City of Wyoming an additional \$1,000 for a total annual grant of \$12,719 to provide transportation services for older adults; now therefore,

BE IT RESOLVED, the City of Wyoming recognizes the total awarded grant amount of \$12,719 and authorizes the Mayor and City Clerk to enter into a contract amendment to provide services by accepting such funding from the AAWM.

Attachment: Amendment

Council member \_\_\_\_\_ moved, seconded by Council member \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Leanne Johnson  
Wyoming Deputy City Clerk

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

# Memo

To: Curtis Holt, City Manager  
From: Rebecca L. Rynbrandt, Director Of Community Services  
CC: Barb Vanduren, Deputy City Manager; Eric Tomkins, Recreation Supervisor; Molly Remenap, Recreation Programmer, Wyoming Senior Center  
Date: August 2, 2010  
Re: Older Adult Transportation Assistance Grant Program – Additional Grant Funds

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Recently, Area Agency on Aging of Western Michigan (AAAWM) Board of Directors voted in favor of funding an additional increase of \$1,000 to our amended grant award of \$11,719. This is the second increase in grant funding this year, having originally received a grant award of \$10,719 in support of our Go! Bus subsidized ticket program for fiscal year 2010 (ending September 30, 2010). We were pleased that the program's merits were recognized by the AAAWM which now allows for a total FY 2010 grant award of \$12,719.

Through grant support, we have been able to subsidize over 10,000 of Go! Bus rides over the last year for area older adults. Program participant's use tickets to attend the Wyoming Senior Center, and to perform activities of daily living. Participant surveys indicated that Go! Bus tickets are used to:

- improve their quality of life
- access medical appointments or services
- access food

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.

Please find attached a copy of the Contract Amendment and necessary Council resolution allowing for the acceptance of these funds to the FY 2010 contract. With your support, I ask that this matter be placed on the August 16, 2010 City Council agenda for approval.

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

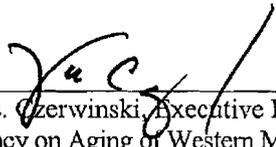
The Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan Nonprofit Corporation, and the City of Wyoming, (Service Provider), a Michigan Municipality, entered into Contract numbered 51.98 in which the Service Provider undertook to provide certain services with state and federal funding for the three year period ending September 30, 2012. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of June 28, 2010, AAAWM and the Service Provider agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2009 through September 30, 2010 as provided in the Contract of October 1, 2009, shall not exceed **\$12,719.00 (Twelve thousand seven hundred nineteen 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, 2009 through September 30, 2010, as specified in the Contract of October 1, 2009, shall be not less than **\$1,413.00 (One thousand four hundred thirteen and 00/100 dollars)**.
4. That Service Budget (I-A) is deleted and Service Budget (I-A) dated July 7, 2010 is added.
5. That Older Americans Act Funding Distribution chart (II) is deleted and Older Americans Act Funding Distribution chart (II-A) dated June 28, 2010 is added.

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

By:   
Thomas E. Ozerwinski, Executive Director  
Area Agency on Aging of Western Michigan

7-26-10  
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 -  
Date: July 7, 2010  
Prepared by: Molly Remenap

<b>Contractor Name:</b> City of Wyoming	<b>Budget Period:</b> October 1, 2009 - September 30, 2010
<b>Access/Community Service:</b> Transportation - Public	<b>Contract #:</b> 51.98
<b>Geographic Area to Serve:</b>	

I. Funding Summary:		
1. Federal Funds Awarded (IIIB, IIID, IIIE, IIIEAP, VII)		\$12,719
2. State Funds Awarded (SAC, SIH, SRC, TSRP, SCS)		
3. Total AAAMW Funds Awarded		\$12,719
4. 10% Cash/In-Kind Match (Required)	\$1,413	\$1,413
<b>Source of Cash Match:</b>	<b>Amount:</b>	
		\$0
		\$0
4a. Total Local Cash Match		\$0
<b>Source of In-Kind Match:</b>	<b>Amount:</b>	
City of Wyoming	\$1,413	
		\$0
		\$0
4a. Total Local In-Kind Match	\$1,413	
5. Other Resources: (Describe below)		\$0
		\$0
		\$0
6. TOTAL Program Funding		\$14,132

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

III. Contracted Units		
Type	Amount	Units
1. AAAMW Funds	\$12,719	3987
2. Program Income	\$7,000	2194
3. Cost Share		
4. TOTAL	\$19,719	6,181

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

Clients	85
Clients who are caregivers	
Clients with Income less than or equal to 100% of poverty:	60
Clients under 60 years of age:	
Clients over 75 years of age:	41
Minority clients:	10
Frail/Disabled clients (3 or more ADLs and/or IADLs):	45

**Attachment II**

**Area Agency on Aging of Western Michigan  
Older Americans Act Funding Distribution  
October 1, 2009 – September 30, 2010**

**Funding as of:                      June 28, 2010**

**City of Wyoming**

<u>Service</u>	<u>Source</u>	<u>CFDA Number</u>	<u>Award</u>
Transportation	IIIB	93.044	\$12,719

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

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE  
AN AGREEMENT WITH THE FAIR HOUSING CENTER OF WEST MICHIGAN FOR  
FISCAL YEAR 2010-2011

WHEREAS, the City wishes to promote and ensure that fair housing is available throughout the City, and

WHEREAS, the Fair Housing Center was formed with the expressed purpose of promoting fair housing throughout the Grand Rapids metropolitan area and wishes to assist the City in promoting fair housing as defined by Title VIII of the Civil Rights Act of 1968, et al, and

WHEREAS, the Fair Housing Center wishes to provide technical assistance to the City in responding to questions regarding housing discrimination from residents of the City or persons wishing to reside in the City, and

WHEREAS, the Wyoming Community Development Committee has approved the 2010-2011 budget, which includes this service, and

WHEREAS, the Fair Housing Center will conduct housing testing to obtain evidence of familial discriminatory practices and initiate appropriate enforcement action where such evidence exists, and

WHEREAS, the Fair Housing Center will disseminate fair housing information to housing consumers as an educational activity, and

WHEREAS, as apart of its outreach activities, the Fair Housing Center will conduct a half day Fair Housing Rental and Real Estate Transactions Training Session in the City, and

WHEREAS, monies are available in Account No. 256-400-17511-957.035, and

WHEREAS, it is deemed advisable that the City enter into a contract with the Fair Housing Center for said analysis, now, therefore,

BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the attached Fair Housing Activities Agreement with the Fair Housing Center of West Michigan.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_ day of \_\_\_\_\_, 2010.

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Leanne Johnson  
Wyoming Deputy City Clerk

Attachment: Fair Housing Activities Agreement

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

## MEMORANDUM

**TO:** Curtis Holt, City Manager  
**FROM:** Rebecca Rynbrandt, Director of Community Services  
**DATE:** July 27, 2010  
**SUBJECT:** Fair Housing Center 2010-2011 Agreement

Attached is the appropriate Resolution and Agreement to continue the City's relationship with the Fair Housing Center relative to their annual services to further fair housing in the City of Wyoming. The agreement is funded by our Community Development Block Grant Program (CDBG) and would be effective through June 30, 2011.

This year's agreement includes 15 Fair Housing Tests, specifically targeted to discrimination occurring based on familial status (as recommended by the Fair Housing Center).

Our CDBG allocation, \$17,000, for these services has remained unchanged for at least 11 years.

RLR/ptg

Attachments : Resolution  
2010-2011 Fair Housing Activities Agreement

## **FAIR HOUSING ACTIVITIES AGREEMENT FOR THE CITY OF WYOMING, MICHIGAN FOR 2010-2011**

This Agreement is made between the **CITY OF WYOMING**, a Michigan municipal corporation, with its principal offices located at 1155 - 28th Street, S.W., Wyoming, Michigan (the "City"), and the **FAIR HOUSING CENTER OF WEST MICHIGAN**, a Michigan non-profit corporation, located at 150 Hall St SE, Michigan 49507 (the "Center").

### Preliminary Statement

The City wishes to promote and ensure that fair housing is available throughout the City. The Center was formed for the express purpose of promoting fair housing throughout the Grand Rapids metropolitan area and wishes to assist the City in promoting fair housing as defined by Title VIII of the Civil Rights Act of 1968, as amended, the Elliott-Larsen Civil Rights Act of the State of Michigan, as amended, the Michigan Handicapper Civil Rights Act, as amended, and the City of Wyoming Fair Housing Ordinance. This Agreement is entered into to provide the terms and conditions under which the Center will assist the City in promoting fair housing.

### Agreement

In consideration of the facts stated above and the mutual promises set forth in this Agreement, the City and the Center agree as follows:

1. Term. The activities described in this Agreement are to begin on July 1, 2010, and are to be completed no later than June 30, 2011. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.
2. Termination. This Agreement shall automatically terminate as of June 30, 2011, unless renewed for successive one (1) year terms by written agreement of both parties. The City and the Center shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party. In the event of early termination, the amount of payment to the Center shall be pro-rated according to the schedule set forth in Paragraph 4.
3. Services:
  - A. Complaint Assistance/Investigation. The Center shall provide technical assistance in response to any and all questions regarding housing discrimination within the City which the Center may receive, from any source, during the term of this Agreement. The Center shall receive, review, investigate and process all complaints of housing discrimination from residents of the City or persons wishing to reside in the City which the Center may receive from any source during the term of this Agreement. The Center shall provide referral information and materials to City staff in order to facilitate reception of questions related to

fair housing and complaints of housing discrimination within the City. If on the date this Agreement terminates the Center has not completed processing one or more complaints, the Center shall complete its regular processing of those complaints at no extra charge.

- B. Housing Testing. The Center will conduct housing testing in the City on the basis of complaints from bona fide home seekers, of illegal discrimination received from sources other than complainants, or on a survey basis as dictated by local advertising and/or availability. The Center shall conduct a minimum of fifteen (15) such housing tests during the term of this Agreement. Except where the variable to be tested is determined by a related, bona fide complaint, all housing tests shall be designed to detect discrimination on the basis of familial status (families with children). All housing testing, including complaint-based testing, will be conducted by trained testers according to generally-accepted housing testing methodology in order to obtain evidence of discriminatory patterns and/or practices. In the absence of an individual complaint, the Center will initiate enforcement action on behalf of the City in those cases where evidence of discrimination exists.
- C. Outreach and Education. The Center will conduct a community outreach program to educate housing consumers, professionals and the general public concerning fair housing. As part of a comprehensive, regional program, the Center will disseminate fair housing information to housing consumers, and housing/human service agencies in order to educate them about housing rights, and to increase awareness and reporting of discriminatory practices. The Center will also provide fair housing information to sales, rental, and lending professionals in order to encourage their voluntary compliance with federal, state and local fair housing laws. The Center will conduct one 3-hour Fair Housing training session at an accessible Wyoming location, designed to increase voluntary compliance with fair housing laws throughout the Wyoming housing industry including both the real estate and rental industry. The Center will continue to disseminate materials on a community-wide basis in order to promote understanding of fair housing and the benefits thereof, and to increase general public awareness regarding equal access to housing opportunity.

Outreach materials will include (but will not be limited to) organizational newsletters, Publisher's Notices in publications accepting housing advertising, and video, audio and print public service announcements (PSA) designed by the National Fair Housing Alliance (NFHA) with the support of the Department of Housing & Urban Development (HUD) to promote the identification and reporting of housing discrimination.

All Wyoming outreach and educational activities accomplished shall be documented in the mid and final reports.

4. Payment. In consideration for the services, the City shall pay the Center a total of Seventeen Thousand Dollars (\$17,000.00) as follows:
  - A. Five Thousand Dollars (\$5,666.00) upon execution of the Agreement,
  - B. Five Thousand Dollars (\$5,667.00) upon submission of a mid-performance report by the Center to the City to be submitted no earlier than January 1, 2011, and no later than February 1, 2011; and
  - C. Five Thousand Dollars (\$5,667.00) upon completion of the Center obligations under this Agreement.

If this Agreement is terminated before June 30, 2011, the payment owed to the Center shall be pro-rated based on the number of days the Agreement was in effect.

5. Reports. Upon execution of this Agreement, the Center shall provide the City with a copy of its most recent audit report. In addition, all records and documents maintained by the Center in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager. The Center shall provide the City with a mid-period report, and a comprehensive final report of the Center activities in connection with this Agreement upon completion of the services.
6. Independent Contractor. The Center shall perform the services as an independent contractor, and neither the Center nor any of its employees shall be considered an employee of the City at any time during the term of this Agreement.

7. Indemnification. The Center agrees to hold the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses, including but not limited to actual attorney fees, or on account of any or all suits for damages sustained by any persons or property resulting in whole or in part from the performance or omission of any officer, employee, agent, or representative of the Center.
8. Insurance. The Center shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance:
  - A. Workman's Compensation with the limits of not less than \$500,000;
  - B. Contractor's Public Liability, naming the City as an additional insured, with limits of not less than 1,000,000 to protect the successful bidder and the City against claims for the injury or death of one or more persons and \$1,000,000 to protect the successful bidder and the City against claims for injury to or destruction of property; and
  - C. Comprehensive Automobile Liability, naming the City as an additional insured, with limits of not less than \$1,000,000A certificate evidencing the above coverages, with a 30-day cancellation clause, shall be filed with the City Clerk's office upon execution of this Agreement.
9. Compliance with Laws. The Center shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 stat. 394, which states that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Further, the Center shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement. The Center shall keep all records as may be required by applicable law, including but not limited to HUD CDBG program requirements.
10. Assignment. This Agreement shall not be assignable by either party without the written consent of the other party to this Agreement.

11. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by certified mail, postage prepaid, addressed to the party or its address set forth above.

The City of Wyoming

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Heidi A. Isakson, City Clerk

Fair Housing Center of West Michigan

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Doretha Ardoin, President

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Nancy L. Haynes, Executive Director

Approved as to form:

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

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO  
EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES

WHEREAS, SPR, LLC has provided the City with a proposal for professional communications services, and

WHEREAS, payments for the services will be charged to account number 101-101-10300-956000, now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the Mayor and City Clerk to execute an Agreement with SPR, LLC and authorizes the City Manager to extend the Agreement in accordance with annual budget authorization.

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

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Leanne Johnson  
Deputy City Clerk

Attachment: Agreement

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

RESOLUTION TO ACCEPT A QUOTATION TO  
COMPLETE REPAIRS TO THE PIPELINES

WHEREAS, the City's Water Plant Superintendent has provided the attached memorandum summarizing repairs that are required for the pipelines that bring water from the Water Treatment Plant to the Gezon Pump Station, and

WHEREAS, Dykema Excavating provided a quotation in the amount of \$10,200.00 to complete the necessary repairs, and

WHEREAS, funds for the repairs are available in account number 591-591-56300-930000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby accept the quotation from Dykema Excavating to complete the necessary repairs to the pipelines.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Attachment: Memorandum

\_\_\_\_\_  
Leanne Johnson  
Deputy City Clerk

## Memorandum

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**To:** Kim Oostindie, Purchasing Director  
**From:** Gerald Caron, Water Superintendent  
**Date:** August 9, 2010  
**Re:** Hydrant and Blow-Off Repair Memo

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As you are aware, the water system has two transmission mains that bring water from the Water Treatment Plant to the Gezon Pump Station. The pipeline located along New Holland is a 54-inch diameter pipe and the pipeline located along Ransom Street is a 42-inch pipe.

During routine maintenance on the transmission mains the maintenance staff has discovered a few problems that need to be addressed. On the Ransom Street main a leak has been discovered west of 160<sup>th</sup> Street. The leak appears to be coming from a hydrant valve. Our intent is to use our staff along with Public Works to repair this leak as soon as the summer time demand drops off. The delay is necessary since we will most likely need to isolate the 42-inch main to repair this leak.

Near 96<sup>th</sup> Avenue we have discovered two problems that need to be addressed. On New Holland and 96<sup>th</sup> Avenue a leak has been identified at a hydrant valve. Due to the depth of this valve and the proximity of this valve to the Olive/Blendon water system and a utility pole, we believe this will require the use of a contractor for the repair. On 96<sup>th</sup> Avenue and Ransom Street we have a blow-off that is leaking water. The location of this blow-off is in a farmer's field. Due to the depth of this structure, we again feel that it would be wise to use the services of an excavating contractor.

With this in mind we have obtained a quote from Dykema Excavating to address the two repairs along 96<sup>th</sup> Avenue. Dykema Excavating has recently performed repair work on the Ransom Street transmission main and they are currently installing the new 66-inch raw water main between Low Service and the Water Plant. This work will also take place following our peak pumping season.

The quote for the repairs is as follows:

Hydrant valve repair – 96 <sup>th</sup> and New Holland	\$5,200.00
Blow-off repair – 96 <sup>th</sup> and Ransom	\$5,000.00

In conclusion, I recommend we authorize Dykema Excavating to perform the two repairs on our pipelines near 96<sup>th</sup> Avenue at an estimated cost of \$10,200.00. We have adequate funds in account 591-591-56300-930.000 for the repairs of both the hydrant and blow-off structure repairs.

cc: Bill Dooley

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
DE-ICING SALT FROM THE NORTH AMERICAN SALT COMPANY

WHEREAS, as detailed in the attached memorandum, de-icing salt is purchased cooperatively with the Kent County Road Commission and City's of Wyoming, Kentwood and Walker, and

WHEREAS, the North American Salt Company submitted the lowest bid price of \$62.74 per ton of salt through August 11, 2011, and

WHEREAS, the costs for the salt purchases are budgeted for in the Major Street and Local Street Funds, Winter Maintenance Accounts 202-441-47800-740000 and 203-441-47800-740000, now therefore

BE IT RESOLVED that the City Council authorizes the purchase of de-icing salt from North American Salt Company at a price of \$62.74 per ton through August 11, 2011, and

BE IT FURTHER RESOLVED, that 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.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010

Attachments: Memorandum  
Proposal

\_\_\_\_\_  
Leanne Johnson  
Wyoming Deputy City Clerk

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

## MEMORANDUM

DATE: August 11, 2010

TO: Mayor and City Council

FROM: W. Scott Zastrow, Assistant Director of Public Works

SUBJECT: De-icing Salt for the City's Streets

The City of Wyoming has purchased de-icing salt for the streets as a Cooperative with the Kent County Road Commission, City of Kentwood, and the City of Walker for the last eight years. This year the North American Salt Company bid the lowest price of \$62.74 per ton from August 12, 2010 through August 11, 2011.

In comparison, last year the Cooperative purchased salt for \$58.64 per ton during the 2009-2010 season. The 2010-2011 price is a \$4.10 per ton or a 7.0% increase over last year.

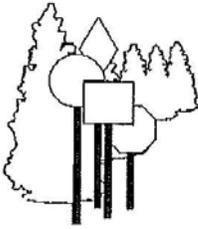
Season	Cost per Ton	Percentage Increase
2002-2003	27.80	
2003-2004	27.80	0.0%
2004-2005	28.44	2.3%
2005-2006	30.88	8.6%
2006-2007	36.81	19.2%
2007-2008	38.90	5.7%
2008-2009	45.90	18.0%
2009-2010	58.64	27.8%
2010-2011	62.74	7.0%

The City of Wyoming contracted for 10,000 tons of salt per season from 2002-2009. The Cooperative agreement has allowed for the taking of plus or minus 30% of the contract amount. The City of Wyoming typically used 10,000-13,000 tons of salt from 2002-2009.

During the 2009-2010 season, the City of Wyoming used approximately 4,500 tons of salt. The maintenance staff's effort to conserve salt, kept the winter operations under the budget of \$323,200.

The City of Wyoming will only contract for 5,500 tons of salt in the 2010-2011 season. Under the cooperative agreement, the City of Wyoming will be obligated to purchase at least 3,850 tons and limited to 7,130 tons. With the current inventory of approximately 6,500 tons of salt and the contract amount of 5,500 tons, the City of Wyoming will have access to approximately 12,000 tons of salt.

It is recommended that the City Council agree to purchase the salt from the North American Salt Company in cooperation with the Kent County Road Commission and other local agencies.



**Board of County Road Commissioners  
of the County of Kent**

**TO:** Bill Dooley / Scott Zastrow  
City of Wyoming  
FAX: 249-3487

**FROM:** Mary K. Wiegerink, C.P.M.  
Kent County Road Commission  
Assistant Director of Finance-Purchasing  
616-242-6928 Fax: 616-242-6980  
[mwiegerink@KentCountyRoads.net](mailto:mwiegerink@KentCountyRoads.net)

**DATE:** August 6, 2010

**RE:** Purchase Agreement with NAS

Attached is the Purchase Agreement with North American Salt Company for the 2010-2011 seasons with the quantities per your request. Please review and if the amounts are correct please email that response to me. Once I receive confirmation from you I will sign the purchase agreement and fax back a copy.

As is the past, please issue your own purchase order directly to North American Salt Company.

If you have any questions, please give a call.



**Sold-To ("Purchaser"):**

Kimberly Costindio  
 City of Wyoming  
 PO Box 905  
 WYOMING, MI 49509-0905

Date: August 04, 2010  
 Document: 77839

Tel: 616-530-7229  
 Fax: 616-240-3487  
 Customer #: H706426

**NASC (Seller) / Quotation for bulk de-icing salt**

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
5,500	City of Wyoming (Kent Co) 2680 Burlingame SW WYOMING, MI 49509 Destination #: H/63548 Delivery Lead Time: 3 days	62.74 Deliver	Depot: Ferrysburg, MI Product: 6615J C.C. Rock Salt w/Anti-caking-North Mode of Transport: DUMP (END OR BOTTOM)

The Customer guarantees to purchase 70% and NASC agrees to supply up to 130% of the committed tons during the term of this agreement. The Customer will be invoiced for any tons not taken up to the 70%

Price(s) effective through Wednesday, 31 Aug 2011

Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form.

Terms are NET 30 days from shipment with approved credit. Proposal protected through the above date provided the proposal is accepted and acknowledged within the number of days stated in the acceptance

- \* This proposal is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- \* Delivered price(s) via dump and based on full truck load quantities.
- \* Minimum 48 hours notice required for pick up or delivery. Requested dates and times cannot be guaranteed during peak periods or adverse weather conditions.
- \* Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- \* **Applicable taxes extra**

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By:

Signature: \_\_\_\_\_

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

Patrick Heenan  
 Director of Sales  
 NASC

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

Date: \_\_\_\_\_

Please sign and return by fax to 913-338-7945 or by mail  
 Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.