

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, APRIL 4, 2011 AT 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation**  
Pastor Will Clegg, Wesley Park United Methodist Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of March 21, 2011 and the committee of the whole meeting of March 21, 2011.
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
    1. Child Abuse Prevention Month
- 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**
- 15) Resolutions**
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
  - a) To Authorize a Business Service Agreement with Iserv Company for Internet Services and to Authorize the Mayor and City Clerk to Execute the Agreement
  - b) To Authorize Inspection of the Low Service Intakes and Pipeline
  - c) To Authorize Self-Contained Breathing Apparatus Upgrades and Purchase of Face Pieces
  - d) To Authorize the Purchase of a Sewer Camera System
  - e) For Award of Bids
    1. Installation of Cathodic Protection Systems
    2. Gasoline & Diesel Fuel
- 17) Ordinances**
  - 2:11: To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (88) Thereto (To rezone 8.7 acres from R-2 Single Family Residential to R-4 Multiple Family Residential (Taft Elementary School.) FINAL READING
  - 3-11: To Amend the Definition of "Secondhand Dealer" in multiple sections of Chapter 90 and the portions of Section 90-895 entitled "Pawnshops or Secondhand Dealers, Sales of Used Merchandise and Rental of New or Used Merchandise, excluding

Motor Vehicles” and to add four sections to Chapter 90 of the Code. FIRST  
READING

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

**PROCLAMATION**  
**CHILD ABUSE PREVENTION MONTH**  
**APRIL, 2011**

*WHEREAS, child abuse and neglect impacts our entire society, affecting both the current and future quality of the community; and*

*WHEREAS, a National Institute of Justice study indicated that abused or neglected children have higher risk in adulthood for developing health problems including alcoholism, depression, drug abuse, eating disorders, suicide, and certain chronic diseases; and*

*WHEREAS, research has proven that child abuse and neglect can be prevented by supporting families to provide safe, healthy environments to their families, giving them the opportunity to grow up to be caring, contributing members of the community;*

*NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, do hereby proclaim April 2011, as*

*Child Abuse Prevention Month*

*in the City of Wyoming, and call on our citizens to recognize and applaud the national, state, and community organizations and their skilled employees that work to promote awareness about child abuse or neglect, including by identifying risk factors and developing prevention strategies.*

---

**JACK A. POLL, MAYOR**  
*City of Wyoming, Michigan*

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

RESOLUTION TO AUTHORIZE A BUSINESS SERVICE AGREEMENT  
WITH ISERV COMPANY FOR INTERNET SERVICES AND TO AUTHORIZE  
THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS, as detailed in the attached memorandum, the City’s Director of Information Technology recommends renewing the City’s Business Service Agreement with Iserv Company and recommends increasing capacity, and

WHEREAS, funds for the Business Service Agreement are budgeted in account number 101-258-25800-850000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize acceptance of the Business Service Agreement from Iserv Company and authorizes the Mayor and City Clerk to execute the Agreement, and

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby authorize the City Manager to acknowledge acceptance of renewals of the Business Service Agreement with Iserv Company for internet services in accordance with 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 \_\_\_\_\_, 2011.

Attachments: Memorandum  
Service Agreement

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

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



**TO:** Kim Oostindie, Human Resources Supervisor

**FROM:** Gail Sheppard, Director of Information Technology

**DATE:** March 29, 2011

**SUBJECT:** City of Wyoming / Annual Internet Services Agreement

The City of Wyoming selected The Iserv Company for its dedicated Internet services approximately twelve years ago. We have been renewing their services on an annual basis, but would like to commit to a thirty-six month agreement in order to take advantage of excellent pricing and increased capacity.

Currently, the City is utilizing a single T1 line (approximately 1.544 megabits per second) for our browsing, downloading and general communications needs at a cost of \$299 per month. However, due to the increased usage (City web site, e-Applicant system, video streaming, employee utilization of Internet and transmitting/receiving email) it is recommended that we increase our capacity to two 1.54Mbps Internet circuits for \$325 per month.

This minimal increase provides two times the capacity we have today. Therefore, I would like to request a resolution to Council for payment to The Iserv Company for their Business Service Agreement, for a total of \$11,700, plus the application service fee for our domain name hosting.

Council approved funding (\$3,900 per year) is available for this Business Service Agreement in the General Fund / Information Technology / Communications account #101-258-25800-850000.

Please advise if additional information is required to process this request.

Thank you,

Cc: James Kohmescher, Director of Administrative Services  
Tim Smith, Director of Finance



## Business Services Agreement

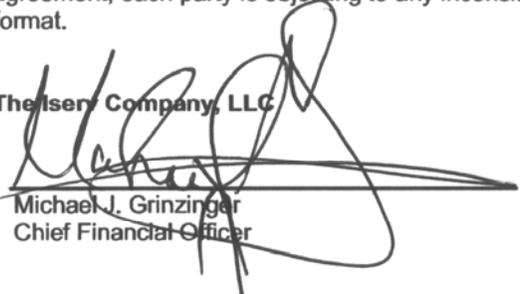
Thank you for choosing Iserv! Enclosed is important information regarding your specific order details as well as a copy of the Terms & Conditions. By signing this agreement you are accepting the Terms & Conditions set forth herein. If you have any questions please contact Business Sales and Support at 888.64.ISERV (47378). Thank you for your business.

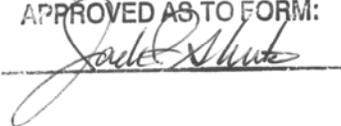
This Agreement between City of Wyoming (the "Customer") and The Iserv Company, LLC ("Iserv") is made on the Contract Origination Date shown below and sets forth the mutual understandings and agreements relating to the provision of Iserv products and services to Customer. This Agreement between Customer and Iserv shall consist of the specific terms set forth herein, as well as all Iserv policies for acceptable Internet usage, billing, and technical support as published on our website at [www.Iserv.net](http://www.Iserv.net).

Customer Detail		
Contract Origination Date: <b>March 16, 2011</b>		Initial Term (months): <b>36</b>
Customer: City of Wyoming		Sales Agent: Amy Post
Contact Name: Pat Firestone		Billing/Accounting Email Address:
Main Business Number: (616)530-7226		
Street Address: 1155 28 <sup>th</sup> Street		
City: Wyoming	State: MI	Zip: 49509

This Agreement, together with any attached Exhibits, Schedules or Appendices and any writings incorporated by reference, constitute the entire agreement between the parties with respect to the subject matter of this agreement. By executing this agreement, each party is objecting to any inconsistent or additional terms of any kind, whether oral, in writing, or in electronic format.

The Iserv Company, LLC

  
Michael J. Grinzinger  
Chief Financial Officer

APPROVED AS TO FORM:  


City of Wyoming

Customer

Printed Name

Title

Signature

Iserv Internal Detail	
Sales Agent Name:	<b>Amy Post</b>
Email Address:	<b><a href="mailto:apost@iservgroup.com">apost@iservgroup.com</a></b>
Fax Number:	<b>616.608.9667</b>
Documents to Return:	Signed Agreement
Or Mail all documents to: Sales Department, The Iserv Company, 5222 33 <sup>rd</sup> Street SE, Grand Rapids, MI 49512.	



# Business Services Agreement

## Terms & Conditions

**Credit Check and Deposit:** Upon signing this Agreement, Iserv may conduct a credit check should we feel it is required to establish credit worthiness for the term of this Agreement. Iserv may require a valid credit card for each order. This credit card will remain on file with your account. We will charge your credit card for the service installation, hardware, other setup fees and for the recurring monthly payments per the term of this Agreement. Iserv retains the right to require a deposit to be held against any amounts Customer may owe under this Agreement. This deposit will be applied to the Customer's first invoice.

**Price Protection:** Customer shall be responsible for all installation and monthly charges for each product ordered for the duration of the term specified in this Agreement. Iserv will not increase your monthly service rate as specified per this Agreement during the Initial Term.

**Technical/Customer Support:** Customer may reach the Iserv Customer Service Center 7 days a week at 1-888-644-7378 for assistance with their service.

**Installation:** After order is placed with Iserv, we will coordinate the service installation and will notify you of all installation dates. Customer acknowledges that problems beyond the control of Iserv (including without limitation, facility problems, current standing with current or previous vendor, actions taken by Customer without notification to Iserv, and incorrect or incomplete Customer information supplied by Customer or Customer unavailability) may delay installation dates for the Products.

Iserv will provide installation services with Customer based upon the information supplied by Customer to Iserv. Professional installation appointments will be scheduled Monday – Friday from 8am – 5pm, or as the market dictates.

A professional installation shall consist of an Iserv Professional Technician visiting Customer's premises to configure, enable, test, and install the equipment for access to the Iserv Services. Professional installation services may also include the following at a minimum: the installation of the Digital Voice gateway or router, modification of wiring from the NIU (telephone company equipment normally found outside of a building) to connect to the Digital Voice services, and confirmation that the Customer's service can successfully access the Iserv network and place voice calls. Installation does not include any internal networking or workstation configuration on a Customer's Local or Wide Area Network. Iserv can provide this service upon request. Additional fees will apply.

Customer is responsible for all wiring within their facility past the NIU (telephone company equipment normally found outside of a building). Iserv's Professional Installation does include the setup of the existing (no new wiring installed) internal wiring to support the new service. If extensive inside wiring is required with respect to a particular installation, Customer is required to hire an outside contractor to perform this extensive wiring prior to the installation date. Iserv can provide Customer with references of reputable wiring contractors upon request. You will be quoted a price at the time of installation, if you agree; you will see this charge on your Iserv account within 30 days. Iserv reserves the right to charge your credit card for these charges should you refuse to pay them.

**Warranty (when applicable, see exhibit):** Your modem or router is limited to a 1 year warranty provided it is purchased directly from Iserv. Customer retains ownership and warranty rights of all hardware provided that full payment is received for this hardware.

**Repair Charges:** In the event of a problem with your service, please contact Iserv directly.

**Availability:** We will use our "best efforts" to provide you with quality Service without interruption. **Customer agrees to not hold Iserv liable for any interruption in service or access to any files. Iserv shall absolutely not be liable for business interruption losses, lost profits, lost business opportunity, or any other direct, indirect, or consequential damages you may suffer as a result of any down time, interruption, lack of access, system failure, or data loss by this system.**

**Billing:** Customer will be obligated to pay for services in full beginning on the first day of the service period or the service installation date, whichever comes first, through the end of the service period invoiced. The service period (or billing cycle) will be monthly. Iserv will generate one monthly invoice on the first day of each month and will invoice one (1) month in advance of the start of the service period. Customer is obligated to pay for the service beginning on the service installation date and continuing through the Initial Term of this agreement as defined herein. Payment in full for services under this agreement is due in advance of the service period and upon receipt of the monthly invoice. For payment to be considered timely received, payment must be in Iserv's Corporate Headquarters on or before the due date. Iserv does NOT consider payments to be timely received by the date of postmark.

**Collection of Setup Fees, Equipment Fees and First Month's Service Fee:** All applicable setup fees, equipment fees, and one month's worth of recurring charges as specified herein, are due upon contract execution.

**Additional Fees and Surcharges:** Customer Acknowledges that any fees including but not limited to: taxes, Regulatory Recovery, E911 Service, State/County 911, Universal Service Fund, Carrier Surcharge, directory listings and directory assistance are subject to change and where applicable, will be billed in addition to the quoted monthly charges. When applicable, Telco installation fees will be the responsibility of the customer and if applicable, a quote will be provided for those fees. Customer will have 15 days after notification of Telco installation fees, to approved the Telco installation fees and continue installation of services.

Any telecommunications services offered in conjunction with internet, information, or data services pursuant to the Agreement are provided by JAS Networks, Inc ("JAS"), an affiliate of Iserv. As an authorized billing agent of JAS, Iserv will bill for such telecommunications on the same invoice with which Iserv services are billed.

**Term:** The term of this agreement shall begin on the first day of the first full month following the service installation date and shall continue for the number of full months specified in this agreement (the "Initial Term"). At the expiration of the Initial Term or any Renewal Term this agreement will automatically renew for a period of twelve (12) full calendar months (the "Renewal Term") unless customer provides written notice of cancellation no later than sixty (60) days prior to expiration of the Initial Term or any Renewal Term. Continuation of this agreement on a month to month basis is not available.

### Termination:

**By Customer** - If customer terminates for any reason prior to the end of the agreement term, then customer will be subject to termination damages of 90% of the total remaining monthly fees under this agreement, which customer agrees are reasonable.

**By Iserv For Non-Payment** – Iserv may terminate this agreement if payment in full for services invoiced, inclusive of any late or other collection fees, is not received by Iserv in advance of the service period invoiced. If termination occurs for non-payment Customer will be subject to termination damages of 90% of the total remaining monthly fees under this agreement, which Customer agrees are reasonable.

**E911 Services (when applicable, see exhibit):** Iserv provides Enhanced 911 ("E911") services to its Digital Voice customers. When you make an E911 call, it is routed directly to the Public Safety Answering Point (PSAP) for your area. Unlike the E911 service from a local telephone company, E911 from Iserv WILL NOT work in the following instances:

- If you lose power to customer premise equipment (i.e. – Iserv modem, wired/wireless routers, Digital Voice adapters, etc.)
- You move your Iserv equipment to a different physical address
- Your internet connection slows or is interrupted
- Your service is turned off or disconnected for non-payment
- A service outage occurs for any other reason

It is the Customer's responsibility to convey these limitations to any household residents, employees, guests and third parties who may use the Iserv Digital Voice service.

Terms continued on next page



## Business Services Agreement

### **Managed Equipment Terms (when applicable, see exhibit):**

**Title:** Title to the Equipment shall at all times remain with Iserv, and Lessee at its expense shall protect and defend the title of Iserv and keep it free of all claims and liens other than the rights of Lessee hereunder and claims and liens created by or arising through Iserv. The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty. Iserv shall inspect the Equipment at any time during regular business hours.

**Assignment:** Without Iserv's prior written consent, Lessee will not sell, assign, sublet, pledge, or otherwise encumber, or permit a lien to exist on or against any interest in this Lease Agreement, or the Equipment, or remove the Equipment from its location referred to above.

**Loss or Damage:** Risk of loss shall pass to the Lessee upon shipment of the Lessee of the Equipment. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall immediately cause to be repaired, any damaged item of Equipment and this agreement shall continue in full force and effect without any abatement of rental. In the event Lessee determines that the item of Equipment cannot be repaired, Lessee, at its expense, shall promptly replace such item of Equipment with like kind and convey title to such replacement to Iserv free of all liens and encumbrances, and this Lease shall continue in full force and effect.

**Return of the equipment:** Upon the expiration or earlier termination of this Lease, Lessee at its expense, and with all packaging, shipping and handling costs prepaid, shall immediately return the Equipment in good condition, full working order, and in complete repair by delivering said Equipment to such location within the continental United States as Iserv shall designate. If the lessee fails to return the Equipment in good condition, full working order, and in complete repair they will be subject to a fee of \$1,000.00.

**IRB Specifications (when applicable, see exhibit):** Iserv will provide a digital connection for Customer's exclusive use while location remains within the Customer address above.

**Virtual Mail Server (when applicable, see exhibit):** Virtual Mail Server services include hosting of all email for Customer's domain name on a mail server maintained and hosted by Iserv. Access to the email can be done through POP3, IMAP, and/or WebMail. An Administrator account will be set up for Customer domain on an Iserv mail server so that Customer can remotely administer all Customer domain email accounts. Customer will be required to configure all initial and ongoing email accounts and aliases for Customer domain.

**Secure Socket Layer (when applicable, see exhibit):** SSL services offered by Iserv will provide an Iserv hosted Secure Server Certificate which will reside on the encryption server.

**ETRN Mail Services (when applicable, see exhibit):** Includes SMTP (Simple Mail Transfer Protocol) ETRN (Extended Turn) support for email attached to a domain name. Iserv will store and hold email in the event of intermittent network interruptions and forward the email when the connection is re-established.

### **Domain Name Hosting, Domain Name Transfer-In, and Domain Registration (when applicable, see exhibit):**

**Domain Name Registration and Renewal:** This service requires that Company registers and renews their own domain name. Iserv is not responsible for any issues related to the registration or renewal of Company's domain name. If Company requires registration services they will need to contact the Business Accounts Department at 888.64.ISERV (47378)

**Legal Obligations:** The party requesting transfer of this name with Iserv certifies that, to her/his knowledge, the use of this name does not violate current trade or service mark registrations or other statutes. Iserv maintains the authority to relinquish Company's domain name if it is found and contested between another party maintaining a trademarked Domain Name or in violation of other statutes. Company will be listed as the Registrant (owner) of the domain name with the Name Service Provider and holds ownership of the domain name for exclusive use by Company.

**Application Service Fees:** Iserv charges a yearly fee of \$36 for domain name hosting. This fee is paid in advance and does NOT include a connection to Iserv Internet services, web space on ISERV's server, or the registration of Company's domain name. These fees will apply to the maintenance, administration and payment of ongoing service fees related to the domain name service and will be billed to Company. Iserv reserves the right to change the maintenance fees if Iserv's costs change. Iserv agrees to inform Company of any such changes with 30 days prior notice.

Iserv charges a yearly fee of \$66 for .com, .net, .org, .info, and .biz domain names. Iserv charges a yearly fee of \$76 for a .cc or a .tv domain name. This fee includes initial registration hosting the domain on Iserv domain servers as requested by Customer and renewal of the domain name each year, including the processing of all forms. This fee is paid in advance and does NOT include a connection to Iserv Internet services or web space on Iserv's server. These fees will apply to the maintenance, administration and payment of ongoing service fees related to the domain name service and will be billed to Company. Iserv reserves the right to change the maintenance fees if Iserv's costs change. Iserv agrees to inform Company of any such changes with 30 days prior notice.

**About this Agreement:** Iserv may assign all or part of this Agreement without notice, and Customer agrees to comply with the terms of any such assignment as instructed by Iserv (Assignment will release Iserv from all liability for the rights and duties involved). Customer may not assign any part of this Agreement or any of Customer's rights or duties without Iserv prior written consent. All written notices are considered delivered to Customer when mailed to the billing address we have on file for Customer at the time, or to Iserv when mailed to the Iserv Corporate Office at 5222 33rd Street, SE, Grand Rapids, MI 49512.

Customer is representing that you accept and agree to the conditions set forth in this agreement at the time of order placement for services from Iserv.



Business Services Agreement  
Dedicated Services Exhibit

Service Type: Dedicated Internet Services	
<b>Description:</b>	Dedicated Internet services
<b>Service Detail</b>	Total Quantity 2 1.54x1.54Mbps Internet circuits Service Address: 1155 28 <sup>th</sup> Street, Wyoming, MI 49509
<b>Installation Detail</b>	Professional Installation ( <i>one-time price</i> ) - \$0 Comments: Contract ends July 1 <sup>st</sup> , 2014
<b>Equipment Detail</b>	<input checked="" type="checkbox"/> Managed Equipment required for the term of the agreement. <u>\$0</u> (plus applicable tax)
<b>Monthly Fee</b>	\$325.00 Plus applicable taxes, fees, surcharges and usage charges.
<b>Deposit (due at time of order placement)</b>	<u>\$0</u>
<b>Additional Comments</b>	

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

RESOLUTION TO AUTHORIZE INSPECTION OF THE  
LOW SERVICE INTAKES AND PIPELINE

WHEREAS, the City of Wyoming owns and operates the Donald K. Shine Water Treatment Plant, and

WHEREAS, as detailed in the attached memorandum from the City's Water Plant Superintendent the annual inspection of the intake and pipeline is necessary, and

WHEREAS, a proposal was received from Sea Brex Marine, Inc. in the amount of \$17,250.00 to complete the necessary inspection, and

WHEREAS, funds for the inspection are available in the Water Fund Pumping & Treatment Repairs and Maintenance Account #591-591-55300-930000, now therefore,

BE IT RESOLVED, the City Council of the City of Wyoming does hereby authorize Sea Brex Marine, Inc. in the amount of \$17,250.00 to perform the intake and pipeline inspection located at the Low Service Station.

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 \_\_\_\_\_, 2011.

Attachments: Memorandum  
Proposal

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

## Memorandum

---

**TO:** Kim Oostindie – Human Resources Supervisor

**FROM:** Gerald Caron - Water Superintendent

**DATE:** March 30, 2011

**RE:** Low Service Intake and Pipeline Inspection

On March 10, 2011, five contractors were invited to respond with a proposal for an inspection of our Low Service intake system. The purpose of the inspection is to determine the overall condition of the intake system, including the three-inch chemical feed line and the diffusers located in the intake cribs.

Two contractors provided written proposals to perform work in locating and inspecting the City of Wyoming's raw water intake cribs and pipeline in Lake Michigan. At my request, the contractors included an inspection of both the interior and the exterior of the two intake cribs, and the interior of the entire 4,400-foot length of the 66-inch diameter pipeline from the intake cribs in Lake Michigan to the Low Service Pumping Station.

Proposals received in response to this request are:

Sea Brex Marine, Inc.	\$17,250.00
Solomon Diving, Inc.	\$29,083.00

With this in mind, I recommend that the City accept the low quote from Sea Brex Marine, Inc., in the amount of \$17,250.00. We have used Sea Brex Marine, Inc. on most of our past dive inspections and repairs. They are familiar with our intake system and have performed well on past projects.

I request action be taken on this, as soon as possible, to allow the inspection to be performed in May, before the peak pumping season. Adequate funds were budgeted in account 591-553.00-930.000.

cc: Bill Dooley



# Sea Brex Marine, Inc.

4610 Red Arrow Hwy., Stevensville, MI 49127  
Office 269.429.6100 Tel. 269.408.1725 Fax 269.408.1729

MARCH 23, 2011

TO: MR. GERALD H. CARON, SUPERINTENDENT  
CITY OF WYOMING WATER TREATMENT PLANT  
16700 NEW HOLLAND ROAD  
HOLLAND, MICHIGAN 49424

FROM: ALLEN J. SEBRECHTS  
SEA BREX MARINE, inc.  
3121 OAK LANE  
STEVENSVILLE, MICHIGAN 49127

RE: DIVING SERVICES  
(intake system inspections)

Dear Sir,  
Enclosed you will find the lump sum price for the inspections required in this request. Also you will find an updated insurance certificate.  
Except for the extra fuel costs and an increase in our insurance, the price is the same as it has been in the past.  
We have learned from experience that LAKE MICHIGAN can be very hard to predict when it comes to setting a schedule. In the past, we have spent two (2) days on shore and three (3) days on the lake. That would be the schedule we would like to keep. If you have any questions or need more information, please call me at any time.

LUMP SUM: \$17250.00

SINCERELY

  
ALLEN J. SEBRECHTS  
PRESIDENT

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

RESOLUTION TO AUTHORIZE SELF CONTAINED  
BREATHING APPARATUS UPGRADES  
AND PURCHASE OF FACE PIECES

WHEREAS, as detailed in the attached memorandum from the Fire Chief, it is recommended the Self Contained Breathing Apparatus units (SCBA) be upgraded, and

WHEREAS, Five Alarm Fire and Safety Equipment Company provided the City with a quote in the amount of \$32,620.00 to upgrade the SCBA units and for the purchase of face pieces, and

WHEREAS, funds for the upgrades of the SCBA units and purchase of the face pieces are budgeted in account number 101-337-33900-740.000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize upgrades to the SCBA units and the purchase of face pieces from Five Alarm Fire and Safety Equipment Company at a total cost of \$32,620.00, 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 \_\_\_\_\_, 2011.

Attachments: Memorandum  
Quotation  
Letter from MSA

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

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

# MEMORANDUM



**To:** Kim Oostindie, Purchasing Manager  
**From:** Robert Austin, Fire Chief  
**Date:** March 30, 2011  
**Subject:** Self Contained Breathing Apparatus Upgrades

Based on new NFPA standards, it has been determined that the Self Contained Breathing Apparatus (SCBA) currently used by our Department contains components that are no longer supported by the manufacturer (MSA). The SCBA units are currently in good working condition which allows us the opportunity to upgrade the units. By completing an upgrade, the City will incur a much lower cost than total replacement.

It has been verified that 5 Alarm Fire and Safety Equipment Company is the sole provider for MSA in West Michigan (see attached letter). Therefore, our Department received a quote from 5 Alarm for the upgrade kits needed for the continued use of our existing units. This quote includes upgrade packages for 61 SCBA units and 106 face pieces for a total cost of \$32,620.00 (see attached quote). The upgrades will be installed by Department personnel, who have been trained and certified by MSA.

It is my recommendation that the attached quote for required SCBA upgrades be awarded to 5 Alarm. Following a budget adjustment, funding will be available from the Fire Fighting Operating Supplies account, 101-337-33900-740.000.

Attachments (2)

Administrative Offices  
1250 36<sup>th</sup> Street SW, Wyoming, MI 49509  
616.530.7250 Fax. 616.249.3435



FIRE AND SAFETY EQUIPMENT, LLC  
PROTECTING AMERICA'S HEROES

350 Austin Circle  
DeLafield WI, 53018-2171  
Phone: (262) 646-5911 Fax: (262) 646-5912  
Toll-Free: (800) 615-6789  
Web: www.Salarm.com

# QUOTE

Number	112293-0
Quote Date	02/21/2011
Page	1

Bill to: WYOMING FIRE DEPARTMENT  
1250 36TH STREET SW  
WYOMING, MI 49509-2825

Ship to: WYOMING FIRE DEPARTMENT  
1250 36TH STREET SW  
WYOMING, MI 49509-2825

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO	Wanted Date		
6729		MICHAEL MULDER			02/21/2011		
Entered By		Ship Via		Terms			
Joli Vandellay		UNITED PARCEL SERVICE		NET 30 DAYS			
Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
61	61	0	EA	10050036	MSA STC HARD COVER CONVERSION	500.0000	30500.00
106	106	0	EA	10028600	MSA ELITE FAST TRACK FIREHAWK UPGRADE KIT	20.0000	2120.00
<b>SubTotal</b>						<b>32,620.00</b>	
<b>Total</b>						<b>32,620.00</b>	

**SHIPPING CHARGES EXTRA  
PRICE GOOD FOR 30 DAYS OR UNTIL MFG. PRICE INCREASE.**



Mine Safety Appliances Company • P. O. Box 426 • Pittsburgh, PA 15230

Telephone: (412) 967-3000

810-603-2061

March 24, 2011

Chief Bob Austin,

Mine Safety Appliances distribution system is set up to serve the needs of our customers throughout the United States. We have selected the best organizations to represent the MSA product line. 5 Alarm has been selected in Western Michigan as a premiere distributor and have an exclusive arrangement with MSA to offer you the MSA Fire Service product line.

5 Alarm is required to attend extensive training regarding the repair and maintenance of SCBA and Gas Instrumentation devices. They are an exclusive repair facility for Fire Service Products in Western Michigan.

MSA and 5 Alarm appreciate your business and looks forward to serving all your Fire Safety needs.

Sincerely,

Richard E. Hush

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF A SEWER CAMERA SYSTEM

WHEREAS, as detailed in the attached memorandum from the City’s Assistant Director of Public Works, the City is in need of a replacement sewer camera system, and

WHEREAS, the City has received a grant award from the Michigan Municipal Risk Management Authority (MMRMA) for fifty percent funding, up to \$6,054.00 for a camera and digital recording system, and

WHEREAS, the City received quotations from Brock Tool of Detroit for a Ridgid sewer camera in the amount of \$6,627.97 and for a digital recording system in the amount of \$5,495.34, and

WHEREAS, prior to grant award, the camera failed and was purchased from Brock Tool of Detroit in the amount of \$6,627.97 and it is recommended the City now purchase the accompanying recording equipment from Brock Tool of Detroit in the amount of \$5,495.34, and

WHEREAS, the City will pay the full amount to Brock Tool of Detroit and will receive reimbursement from MMRMA after the purchase, in the amount of \$6,054.00, and

WHEREAS, funds for the sewer recording system are budgeted in account number 590-441-54200-775000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of the sewer camera system from Brock Tool of Detroit, 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 \_\_\_\_\_, 2011.

Attachments: Memorandum  
Letter from MMRMA  
Purchase Order  
Quotation

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

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

## MEMORANDUM

DATE: March 28, 2011  
TO: Mayor and City Council  
FROM: W. Scott Zastrow, Assistant Director of Public Works  
SUBJECT: Sewer Camera Replacement and MMRMA RAP Grant

In October of 2010, the Public Works Department's sewer camera began to have mechanical problems. The sewer camera is used to determine the cause of blockages in sewer laterals. Approximately 150-200 sewer laterals are inspected each year. A replacement camera system is needed.

Currently the City uses the Ridgid camera system and only Ridgid parts will fit the existing system. Brock Tool of Detroit is the sole supplier of Ridgid digital sewer camera systems in the State of Michigan. Brock Tool of Detroit provided the City with a quotation of \$6,627.97 for the sewer camera and \$5,495.34 for the digital recording equipment, bringing the total cost for the system to \$12,123.31.

The Michigan Municipal Risk Management Authority (MMRMA) offers grants for up to one half of the cost of a replacement camera system. On November 15, 2010, a grant application was submitted to the MMRMA. On March 10, 2011, the MMRMA awarded the City of Wyoming a grant for 50% funding up to \$6,054.00 for a replacement camera and digital recording system.

In the mean time, the existing camera failed and was replaced for \$6,627.97. With award of the MMRMA grant, the Public Works Department would like to purchase the accompanying recording equipment for \$5,495.34, bringing the total purchase amount from Brock Tool of Detroit to \$12,123.31, which will exceed the \$7,500 purchasing limit.



MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY

March 10, 2011

W. Scott Zastrow  
City of Wyoming  
1155 - 28<sup>th</sup> Street SW  
Wyoming, MI 49509

RE: RAP

Dear Mr. Zastrow:

I am pleased to inform you that the RAP application for your sewer lateral camera project was approved. The Committee authorized 50% funding up to \$6,054 for your project.

Payment will be based upon confirmation from the City of Wyoming of their payment of their portion of the expense. Please send a copy of your paid invoice or other documentation of the expenditure. Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application.

Payment of RAP funds is contingent upon the City of Wyoming remaining a Member of MMRMA and in compliance with the Joint Powers Agreement. Your reimbursement is valid for six months from the date of this letter.

Sincerely,

Charles Schwab  
Director of Risk Management

CS/clc

cc: Jim Kohmescher, Director of Administrative Services  
Boyd M. Smith, MMRMA Risk Manager

BOARD OF DIRECTORS

JAMES SCHARRET Chair City of Southfield	MICHAEL BOSNAC Vice Chair Huron County	KATHY REVELS Secretary City of Mason	RICHARD BURKE City of Ispenning	MICHAEL DORNAN City of Wixom	DOUGLAS JOHNSON Osago County	FABIAN KHIZACKY Huron County	TRISCIA PILCHOWSKI Charter Township of Highland	ROBERT SEETERLIN Charter Township of Waterford	WILLIAM WILD City of Westland
---	--	--	------------------------------------	---------------------------------	---------------------------------	---------------------------------	---	--	----------------------------------

MICHAEL L. RHYMER, Executive Director

14001 Merriman Road • Livonia, MI 48154 • 734.513.0300 • 800.243.1324 • FAX 734.513.0318 • www.mmrma.org

Ship To  
 City of Wyoming  
 Public Works Admin  
 2660 Burlingame Ave SW  
 WYOMING, MI 49509

Bill To  
 City of Wyoming  
 Public Works Admin  
 2660 Burlingame Ave SW  
 WYOMING, MI 49509

Purchase Order  
 No. 2011-00000453  
 DATE 11/01/2010

VENDOR NO. 2798

**Reprint Purchase Order**

Vendor  
 BROCK TOOL OF DETROIT  
 PO BOX 51842  
 LIVONIA, MI 48150

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY  
 SHIP VIA  
 FREIGHT TERMS  
 PAGE 1 of 1  
 ORIGINATOR: Jodie Theis  
 RESOLUTION # n/a

QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each		Sewer Camera Ridgid SeeSnake 325ft. Reel, Color, w/Self-Leveling Camera Head. Part #RID-13998. Including Shipping. 590-441-54200-775.000 - Maintenance Supplies Maintenance Supplies 6,627.97	6,627.9700	\$6,627.97

SUBTOTAL \$6,627.97

If acquisition is made at point of purchase, the vendor must confirm the employee's identity with the employee's City of Wyoming picture identification card and note the employee department, printed name and signature on the receipt.

TOTAL DUE \$6,627.97

Special Instructions

Ship F.O.B. Destination with bill of lading form or packing list. To ensure prompt payment, mail invoice showing purchase order number to the Finance department. Goods subject to our inspection on arrival notwithstanding prior payment to obtain cash discount.

March 23, 2011

# Estimate

## Brock Tool of Detroit

31090 Industrial Road  
Livonia, MI 48150  
Phone: 734-261-9333  
FAX: 734-261-3058

14398



**Bill To:**

City of Wyoming  
1234  
Wyoming, MI 40000  
Phone: 616-249-3464  
Email: bourques@wyomingmi.gov

**Ship To:**

City of Wyoming  
1234  
Wyoming, MI 40000  
Contact: City of Wyoming

**Notes**

Please Note:

Shimo,

This quote is per our 3-23-11 phone conversation and e-mails: The quoted price is last year's price held over to this year's quote based on COD payment and Brock Tool of Detroit will pay for the UPS Ground shipping charges to your facility.

Shimo, I will process the order upon receipt of purchase order and your confirmation of the above terms.

Thank you,

Dave Stengel

734-261-9333

Seller	Payment Terms	FOB Point	Shipping Terms	Ship Via	Req. Ship Date
DavidS	COD	Origin	Prepaid & Billed	UPS Ground	3/23/11

Item #	Type	Item / Description	Unit Price	Qty Ordered	Extended Price
1	Sale	RID32608 - KIT, CS1000 115V QWERTY 2B&1C	\$ 5,495.34	1 ea	\$ 5,495.34

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

<b>SubTotal</b>	<b>\$ 5,495.34</b>
<b>Sales Tax</b>	<b>\$ 0.00</b>
<b>TOTAL</b>	<b>\$ 5,495.34</b>

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION FOR AWARD OF BIDS

WHEREAS, formal bids have been obtained on the below listed items, and

WHEREAS, the bids received have been reviewed and evaluated as per the attached memorandums, now therefore,

BE IT RESOLVED that the Wyoming City Council does hereby award the bid for the below listed items as recommended in the attached memorandums and summarized below:

<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1. Installation of Cathodic Protection Systems	Corrpro Companies, Inc.	\$35,360.00
2. Gasoline & Diesel Fuel	Brenner Oil Company, J&H Oil Company & Petroleum Traders Corporation	Bid prices as shown on the attached tabulation sheet

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

Motioned 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 \_\_\_\_\_, 2011.

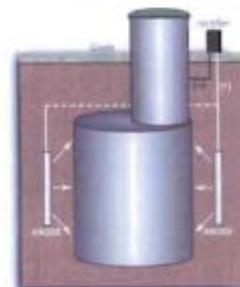
Attachments: Memorandums  
Tabulation Sheet

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

# Memorandum

**To:** Kim Oostindie, Human Resources Supervisor  
**From:** Tom Wilson, Clean Water Plant Maint. Supervisor *TW*  
**Date:** March 29, 2011  
**Re:** Resolution for the Installation of Cathodic Protection Systems at Four City Owned Lift Stations

Throughout the City of Wyoming, there are twelve lift stations that house two pumps that pump raw sewage from a low elevation to a higher elevation. The force of gravity then allows the raw sewage to flow to the City of Wyoming Clean Water Plant to be treated. Most of the lift stations, made of steel and buried underground, were installed during the 1960's and 1970's.



Lift stations are normally provided with corrosion control for the exterior steel surfaces in contact with the soil. The simplest method to apply cathodic protection is by connecting the metal to be protected with another more easily corroded metal to act as the anode of the electrochemical cell. Cathodic protection systems are used to protect a wide range of metallic structures in various environments. Common applications are steel water and storage tanks and fuel pipelines. In our application, anodes are buried underground alongside the station, and discharge a positive current to the lift station. Over time, these anodes deteriorate and eventually become ineffective. When this occurs, the exterior of the station becomes vulnerable to corrosion and potential failure. The result could mean a costly and disruptive repair, or in some cases total replacement.

Recently, we had these lift stations tested by a cathodic protection engineering firm to measure the levels of the current cathodic protection of the stations. The data from this study indicates that the measurements taken at these stations do not meet the National Association of Corrosion Engineers

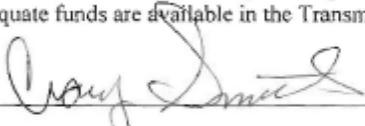
(NACE) -850mV criterion for cathodic protection which indicates the cathodic protection has failed. To assure proper protection and to extend the life of these lift stations, it is essential that a new cathodic protection system be installed so as to meet the required NACE levels.

It is my recommendation that we move forward with the installation of new cathodic protection systems in three phases - one phase each for budget years 2010-2011, 2011-2012, and 2012-2013. Dependent on the bid price at each location either three or four lift stations will be completed during each phase. The lift stations to be completed in this phase will be located at 2801 Union Street SE, 18 Himes Street, 4660 Pinehurst and 2608 Poe Street.

Bid documents were sent to fifteen prospective bidders. On Tuesday, March 29, 2011, one bid was opened. The bid that was received is as follows.

Corpro Companies Inc. \$35,360.00

Evaluation of the bid received from Corpro Companies Inc. found that their bid was in full accordance with the bid specifications. Also, during the course of review of the references submitted with their bid, it was shown they have worked with many West Michigan Townships and engineering firms including Holland Charter Township, Spring Lake Township, Ferrysburg, and Prein & Newhof Consulting Engineering. Based on the information presented, I recommend that the City Council accept the bid received for the cathodic protection for four lift stations as designated in the bid document and submitted by Corpro Companies Inc. in the amount of \$35,360.00. Adequate funds are available in the Transmission Account #590-441-54200-930000.

Reviewed and Approved by:   
Craig Smith, Utility Department Superintendent

Reviewed and Approved by:   
Thomas Kent, Deputy Director of Public Works

## MEMORANDUM

DATE: March 21, 2011  
TO: William D. Dooley, Director of Public Works  
FROM: Ted Seil, Motor Pool Supervisor  
SUBJECT: Bid on Gasoline and Diesel Fuel

On Tuesday, February 22, 2011, the City received five bid responses to supply gasoline and diesel fuel. Eighteen invitations to bid were sent to prospective bidders.

The gasoline and diesel fuel is to be used for all city owned vehicles and auxiliary generators. The fuel is utilized at the Clean Water Plant, the Gezon Pump Station, the Public Works Facility, and the Water Treatment Plant. The City utilizes approximately 150,000 gallons of gasoline and 50,000 gallons of diesel.

Upon reviewing the bid responses, it is recommended that the bid be split between the three lowest bidders amongst the four locations as follows:

### **Brenner Oil**

#2 Diesel – Public Works Facility  
Premium Diesel – Water Treatment Plant  
Premium Diesel – Clean Water Plant.

### **J&H Oil**

Unleaded Gasoline – Water Treatment Plant  
#2 Diesel – Water Treatment Plant  
Premium Diesel – Gezon Pump Station

### **Petroleum Traders,**

Unleaded Gasoline - Public Works Facility

Sufficient funds are available in the accounts 661-441-52800-741.000, 590-590-54300-740.000, 591-591-55300-740.000, and 591-591-55900-740.000. The cost of the fuel is estimated to be \$420,000.00 for a one year period.

Attachment:  
Bid Tabulation

cc:  
Rick Velderman Water Treatment Plant  
Tom Wilson Clean Water Plant

**CITY OF WYOMING, MICHIGAN  
TABULATION OF BIDS**

**On Gasoline & Diesel Fuel  
Opened By City Clerk On February 22, 2011 At 11:00 a.m.**

	<b>Delivery Site: Public Works Building</b>				
	<b>Brenner Oil Company</b>	<b>J&amp;H Oil Company</b>	<b>Lemmen Oil Company</b>	<b>Petroleum Traders Corporation</b>	<b>VanManen Petroleum Group</b>
<b>REGULAR UNLEADED GASOLINE</b>	2.48550	2.48550	2.48550	2.48550	2.48550
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875	0.00875	2.75 per order
Delivery Cost Price/Per Gallon	0.01950	0.02500	0.02200	-0.00100	0.03060
Minimum Delivery Required in Gallons	7,000	6,000	7,000	8,000	13,400
<b>Total</b>	<b>0.02825</b>	<b>0.03375</b>	<b>0.03075</b>	<b>0.00775</b>	
<b>#2 DIESEL FUEL (Winter Additive)</b>	2.74000	2.74600	2.75100	2.74600	2.73600
Winter Diesel Fuel Additive	0.01000	0.01500	0.01500	0.01500	0.02000
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875	0.00875	2.75 per order
Delivery Cost Price/Per Gallon	0.01950	0.02500	0.02200	0.03060	0.03240
Minimum Delivery Required in Gallons	8,000	6,000	7,000	8,000	12,500
<b>Total</b>	<b>0.03825</b>	<b>0.04875</b>	<b>0.04575</b>	<b>0.05435</b>	
	<b>Delivery Site: Water Treatment Plant</b>				
	<b>Brenner Oil Company</b>	<b>J&amp;H Oil Company</b>	<b>Lemmen Oil Company</b>	<b>Petroleum Traders Corporation</b>	<b>VanManen Petroleum Group</b>
<b>REGULAR UNLEADED GASOLINE</b>	2.48550	2.48550	2.48550		2.48550
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875		2.75 per order
Delivery Cost Price/Per Gallon	0.08500	0.07000	0.10000		0.15500
Minimum Delivery Required in Gallons	500	500	500		800
<b>Total</b>	<b>0.09375</b>	<b>0.07875</b>	<b>0.10875</b>		
<b>PREMIUM DIESEL FUEL</b>	2.76000	2.76100	2.75100	2.74600	2.76100
Winter Diesel Fuel Additive	0.01000	0.01500	0.03000	0.01500	
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875	0.00875	2.75 per order
Delivery Cost Price/Per Gallon	0.01950	0.02500	0.02200	0.04310	0.03060
Minimum Delivery Required in Gallons	7,000	5,000	7,000	8,000	12,500
<b>Total</b>	<b>0.03825</b>	<b>0.04875</b>	<b>0.06075</b>	<b>0.06685</b>	
<b>#2 DIESEL FUEL</b>	2.74000	2.74600	2.75100		2.73600
Winter Diesel Fuel Additive	0.01000	0.01500	0.01500		0.02000
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875		2.75 per order
Delivery Cost Price/Per Gallon	0.08500	0.07000	0.20000		0.20500
Minimum Delivery Required in Gallons	100	150	100		150
<b>Total</b>	<b>0.10375</b>	<b>0.09375</b>	<b>0.22375</b>		
	<b>Delivery Site: Clean Water Plant</b>				
	<b>Brenner Oil Company</b>	<b>J&amp;H Oil Company</b>	<b>Lemmen Oil Company</b>	<b>Petroleum Traders Corporation</b>	<b>VanManen Petroleum Group</b>
<b>PREMIUM DIESEL FUEL</b>	2.76000	2.76100	2.75100	2.74600	2.76100
Winter Diesel Fuel Additive	0.01000	0.01500	0.03000	0.15000	
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875	0.00875	2.75 per order
Delivery Cost Price/Per Gallon	0.01950	0.02500	0.02200	0.04310	0.03060
Minimum Delivery Required in Gallons	7,000	6,000	7,000	8,000	12,500
<b>Total</b>	<b>0.03825</b>	<b>0.04875</b>	<b>0.06075</b>	<b>0.20185</b>	

	<b>Delivery Site: Gezon Pumping Station</b>				
	<b>Brenner Oil Company</b>	<b>J&amp;H Oil Company</b>	<b>Lemmen Oil Company</b>	<b>Petroleum Traders Corporation</b>	<b>VanManen Petroleum Group</b>
<b>PREMIUM DIESEL FUEL</b>	2.76000	2.76100	2.75100		2.76100
Winter Diesel Fuel Additive	0.01000	0.01500	0.03000		0.02000
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875		2.75 per order
Delivery Cost Price/Per Gallon	0.08500	0.07000	0.10000		0.11500
Minimum Delivery Required in Gallons	500	500	500		1,200
<b>Total</b>	<b>0.10375</b>	<b>0.09375</b>	<b>0.13875</b>		

ORDINANCE NO. 2-11

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE  
CITY OF WYOMING BY ADDING SUBSECTION (88) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (88) thereto, to read as follows:

- (88) To rezone 8.7 acres from R-2 Single Family Residential to R-4 Multiple Family Residential. (Taft Elementary School)

LEGAL DESCRIPTION:

All that part of the following description lying in the south ½ of the southeast ¼ of section 10, Town 6 north, Range 12 west, City of Wyoming, Kent County, Michigan: Commencing at 1841.44 feet west of the southeast corner of said section; thence N 00° 49' 11" W 299.92 feet to the place of beginning. Thence N 00° 49' 11" W 156.60 feet; thence N 87° 41' 16" W 221.16 feet more or less to east right-of-way of Meyers Ave.; thence N 00° 49' 11" W 50 feet along said right-of-way; thence S 87° 41' 16" E 221.16 feet; thence N 00° 56' 33" W 280.86 feet; thence east parallel with the south line of said section 850.58 feet; thence south parallel with the east line of said section 315.00 feet along the west centerline of Hague Ave.; thence N 87° 39' 11" W 284.78 feet; thence S 00° 56' 33" E 147.38 feet; thence N 87° 39' 11" W 100 feet; S 00° 56' 33" E 25 feet; thence N 87° 39' 11" W 462.36 feet to the place of beginning.

This Ordinance shall be in full force and effect the 18th day of April, 2011.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the 4th day of April, 2011.

---

Heidi A. Isakson  
Wyoming City Clerk



February 17, 2011

MAYOR  
Jack A. Poll

AT-LARGE COUNCILMEMBER  
Sam Bolt

AT-LARGE COUNCILMEMBER  
Dan Burrill

AT-LARGE COUNCILMEMBER  
Kent Vanderwood

1ST WARD COUNCILMEMBER  
William A. VerHulst

2ND WARD COUNCILMEMBER  
Richard K. Pastoor

3RD WARD COUNCILMEMBER  
Joanne M. Voorhees

CITY MANAGER  
Curtis L. Holt

Ms. Heidi A. Isakson  
City Clerk  
Wyoming, MI

Subject: Request to rezone 8.7 acres (Taft Elementary School) from R-2 Single Family Residential to R-4 Multiple Family Residential.

Recommendation: To approve the subject rezoning.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on February 15, 2011. Staff had the following comments:

The petitioners propose to purchase the vacated Taft Elementary from Wyoming Public Schools and redevelop it into a senior assisted living center (see attached letter). The classrooms will be converted into between 38 and 50 living units, with the kitchen and cafeteria area upgraded. The overall appearance of the property will remain essentially unchanged.

The existing R-2 Single Family Residential district does not permit multiple family dwellings. The property must be rezoned to R-4 Multiple Family Residential to accommodate the proposed use. Overall, the proposed facility is anticipated to have very low impacts on the surrounding area. The activity levels from the prior use of the property as a public school would have created greater traffic and noise than this proposed redevelopment.

The Wyoming Land Use Plan 2020 acknowledges that as Wyoming ages, older commercial areas of the City will experience vacancies, under utilization and disinvestment. The Plan encourages the re-use or conversions of older buildings to permit viable new development projects. The City of Wyoming is currently evaluating the redevelopment potential of 28<sup>th</sup> Street through the Turn-on 28<sup>th</sup> Street master planning process. To date, the process has focused on providing additional residences within the 28<sup>th</sup> Street corridor to both support nearby business uses and reclaim vacated or under utilized properties. Although the Taft Elementary site is just beyond the Downtown Development Authority District, the DDA Board endorses the proposed senior assisted living center.

Staff had the following added rezoning comments:

1. The DRT desires to ensure to the surrounding neighborhood, Planning Commission and City Council, that the property will be utilized as proposed. The Michigan Zoning Enabling Act 110 of 2006, under Section 125.3405, provides for communities to enter into agreements with developers as a condition to rezoning. The petitioners have voluntarily offered the attached letter requesting limiting the property to uses currently allowed under the R-2 zoning, assisted living facility, convalescent, nursing homes, foster care or boardinghouse. These uses are permitted by-right in the R-4 district. The proposal permanently prohibits apartments, row houses and duplexes from the property. If the assisted living redevelopment has not commenced within two years, the property would revert back to the current R-2 zoning. If the proposed rezoning is acceptable to City Council, the DRT suggests the City Attorney prepare the agreement for acceptance with the ordinance's second reading.
2. Under Zoning Code Section 90-166 (3), multiple family developments are required to have direct access onto major thoroughfares. This site has access only onto Meyer Avenue, a residential street. A variance from the Board of Zoning Appeals will be required. The DRT supports the variance as the proposed senior assisted living center will generate minimal traffic, with access to 28<sup>th</sup> Street approximately 460 feet away.
3. There are existing ball fields on the east side of the property. They are used by Wyoming Public Schools as practice fields and by neighborhood children. The petitioners will enter into an agreement with Wyoming Public Schools to allow their continued use.

The Development Review Team suggested the Planning Commission recommend to the City Council the proposed rezoning, subject to entering into the development agreement as voluntarily offered by the petitioner.

There were seven nearby residents who spoke at the hearing regarding the rezoning, with all but one in support. One letter of support was received. Jon Felski, Superintendent for Wyoming Public Schools, spoke as to why Taft Elementary was closed and the School Board's commitment to ensure a high quality reuse of the property. A motion was made by Bueche, supported by Micele, to recommend to City Council the Zoning Code amendment as recommended by the DRT. After discussion, the motion carried unanimously (Bloomquist and Postema abstaining). Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of September 15, 2011.



**R-4 ZONING LAND USE LIMITATIONS  
FOR  
2700 TAFT  
RPA FILE NO. 422411**

**Revision Date: 2/15/2011**

**RICHARD POSTEMA ASSOCIATES P.C.** ARCHITECTS / ENGINEERS  
PHONE: (616) 531-3850 / FAX: (616) 531-7030 / E-MAIL: info@rpaee.com  
1580 44TH STREET, SW • WYOMING, MICHIGAN 49509-4314

This agreement provides limitations on the allowed land uses of the parcel known as 2700 Taft, part of the South ½ of the SE ¼ of Section 10 of the City of Wyoming as described in Exhibit A and Exhibit B attached.

The parcel's land uses would be limited to the following permitted by the R-4 Zoning in accordance with Section 405 of Michigan Public Act 10 of 2006:

- Uses allowed in R-2 Zoning.
- Assisted living housing either licensed or unlicensed, which could include components of the following approved uses as listed in the Zoning Ordinance:
  - (5) Convalescent and nursing homes.
  - (6) Foster care group homes.
  - (7) Boarding houses (rooming houses).
  - (8) Accessory buildings and uses customarily incidental to the above uses.
  - (9) Off-street parking.
- Adult Day Care
- Independent senior living units administered as part of a continuing care campus for the elderly.

Building types constructed as assisted living housing would be constructed as I-1 or I-2 use groups as defined by the Michigan Building Code.

In addition to permitting uses the following uses would be allowed subject to the requirements and conditions for a Special Use Permit of the Wyoming Zoning Ordinances.

- Medical Clinicals

This agreement is to specifically prevent the land use of multi-family dwellings including apartments, townhouses, row houses and two family dwellings.

The intent of this agreement is to utilize the existing Taft Elementary School Building with modifications and additions to provide assisted living housing, adult day care and rehabilitation services for seniors.

The building permit for this work shall be issued within two (2) years of the effect date of rezoning to R-4. On failure of land Owner to obtain a building permit within this two (2) year period, or to begin construction within the time limits of that permit, the zoning of the parcel shall revert to that of R-2.



ORDINANCE NO. 3-11

AN ORDINANCE TO AMEND THE DEFINITION  
OF "SECONDHAND DEALER" IN SECTION 90-1,  
SECTION 90-336(10), SECTION 90-337(4), SECTION 90-372(8),  
SECTION 90-372(18), SECTION 90-952(8) AND THE PORTIONS  
OF SECTION 90-895 ENTITLED "PAWNSHOPS OR SECONDHAND  
DEALERS" AND "SALES OF USED MERCHANDISE AND  
RENTAL OF NEW OR USED MERCHANDISE, EXCLUDING  
MOTOR VEHICLES", AND TO ADD SECTION 90-402(4),  
SECTION 90-617(7), SECTION 90-901(3) AND SECTION 90-977(9)  
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That the definition of "Secondhand Dealer" in Section 90-1 is hereby amended to read as follows:

*Secondhand dealers* shall mean as follows:

- a. As used in this chapter, "secondhand dealer" means any person, including any corporation or other entity, whose business is that of dealing in buying, selling, storing or exchanging secondhand goods, articles or merchandise of any kind, including lead pipe, tools, lighting fixtures, plumbing fixtures, radios, watches, jewelry, precious stones, scrap metals, musical instruments, electrical motors, electrical appliances, firearms, automotive parts and accessories, bicycles, wearing apparel, micrometers, or any article of personal property or other valuable thing. This definition does not include:
  1. Householders selling articles owned and possessed by themselves or executors or administrators of any such householder.
  2. New articles, wares or merchandise from manufacturers, wholesale distributors or jobbers for retail sale to customers.
  3. Used car dealers.
  4. Secondhand or used tires when such tires are removed from vehicles to which such tires are attached in the presence of the person receiving them.
- b. This definition does not apply to persons whose principal business is that of dealing in new goods, articles and merchandise and who do not buy secondhand goods, articles and merchandise outright, but occasionally accept in trade or repossess household appliances, watches, jewelry, precious stones and musical instruments.
- c. Outdoor secondhand sales, except as permitted under section 90-371(19), are prohibited.
- d. Temporary businesses established for the purchase or sale of secondhand merchandise are prohibited.

- e. Nonprofit organizations selling donated goods are required to obtain Special Use Approval.

Section 2. That Section 90-336(10) is hereby amended to read as follows:

(10) Retail service and retail stores generally as follows:

- a. Drugstore.
- b. Hardware store, paint and wallpaper.
- c. Stationer.
- d. Newsdealer.
- e. Apparel shop.
- f. Household appliances.
- g. Flower shop.
- h. Gift shop.
- i. Variety stores.
- j. Bookstores, record shops, video tape shops, for sale or rental, except those defined as an adult bookstore.

Section 3. That Section 90-337(4) is hereby amended to read as follows:

(4) Secondhand dealer.

Section 4. That Section 90-372(8) is hereby amended to read as follows:

(8) New or used motor vehicles, except those trucks exceeding 5,500 pounds in vehicle weight, or recreation vehicles, including boats, snowmobiles, travel trailers, campers, motor homes, tents and accessory equipment sales or rental, wherein motor vehicles or recreation vehicles are stored or displayed outside.

Section 5. That Section 90-372(18) is hereby amended to read as follows:

(18) Sales of used merchandise, pawnshop or secondhand dealers, and rental or new or used merchandise excluding motor vehicles.

Section 6. That Section 90-952(8) is hereby amended to read as follows:

(8) Secondhand dealers.

Section 7. That the portion of Section 90-895 entitled “Pawnshops or Secondhand dealers” is hereby amended to read as follows:

<i>Use</i>	<i>Zoning Districts Permitted</i>	<i>Minimum Lot Area</i>	<i>Special Minimum Yard Special Requirements</i>	<i>Special Screening Requirements</i>	<i>Other Requirement</i>
Pawnshops	B-2	-	-	-	Not permitted in locations within 500 feet of an existing pawnshop or secondhand dealer, as measured between property lines.

Section 8. That the portion of Section 90-895 entitled “Sales of used merchandise and rental of new or used merchandise excluding motor vehicles” is hereby amended to read as follows:

<i>Use</i>	<i>Zoning Districts Permitted</i>	<i>Minimum Lot Area</i>	<i>Special Minimum Yard Special Requirements</i>	<i>Special Screening Requirements</i>	<i>Other Requirement</i>
Secondhand dealers	B-1, B-2, B-3 PUD-1, PUD-2, PUD-3, and DC	-	-	-	Business location must be a minimum of 250 feet from another use in this category

Section 9. That subsection (4) is hereby added to Section 90-402 to read as follows:

(4) Secondhand dealers.

Section 10. That subsection (7) is hereby added to Section 90-617 to read as follows:

(7) Secondhand dealers.

Section 11. That subsection (3) is hereby added to Section 90-901 to read as follows:

(3) Secondhand dealers.

Section 12. That subsection (9) is hereby added to Section 90-977 to read as follows:

(9) Secondhand dealers.

Section 13. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a \_\_\_\_\_ session of the City Council held on the \_\_\_\_ day \_\_\_\_\_, 2011.

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

Ordinance No. 3-11



March 21, 2011

MAYOR  
Jack A. Poll

AT-LARGE COUNCILMEMBER  
Sam Bolt

AT-LARGE COUNCILMEMBER  
Dan Burrill

AT-LARGE COUNCILMEMBER  
Kent Vanderwood

1ST WARD COUNCILMEMBER  
William A. VerHulst

2ND WARD COUNCILMEMBER  
Richard K. Pastoor

3RD WARD COUNCILMEMBER  
Joanne M. Voorhees

CITY MANAGER  
Curtis L. Holt

Ms. Heidi A. Isakson  
City Clerk  
Wyoming, MI

**Subject:** Request to amend Zoning Code Chapter 90 pertaining to the regulation of secondhand dealers, used goods, pawn brokers, used vehicle sales and clarification of retail uses in the PUD-3 Planned Health Care District.

**Recommendation:** To approve the subject Zoning Code amendments.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on March 15, 2011. Staff had the following comments:

City Council requested the Development Review Team (DRT) consider Zoning Code amendments to potentially allow more used goods (secondhand) businesses. After extensive analysis, including reviewing the regulations of adjoining communities and consideration by the DDA and Division Avenue Business Association, the DRT presented their recommendations to the City Council on February 14, 2011. The City Council considered the amendments and directed staff to proceed with the ordinance revision process.

The DRT proposed amendments would allow for most used businesses in all commercial districts by Special Use Approval. The Zoning Code would need to align with the Secondhand Dealers and Pawn Shops Ordinance as adopted by City Council on August 17, 2009. Effectively, the proposed Zoning Code amendments would accomplish the following:

1. Provide for all secondhand businesses, as defined by Article XVI, to be allowed by SUA from the Planning Commission in all commercial zoning districts. Nonprofit organizations reselling donated used goods, for the purposes of the Zoning Code, would remain a SUA. The selling of used cars would remain a separate category, but would be expanded to allow them by SUA in the B-2 General Business district within the DDA area.
2. Eliminate the current differences in regulating different types of secondhand businesses, such as antique stores and used clothing.

3. Establish a uniform minimum 250 foot distance between secondhand businesses to deter possible stigmatizing of a particular area.
4. Clarifies the prohibition of certain used goods businesses. These would be temporary businesses purchasing precious metals and gems, and outdoor flea markets.

The following Zoning Code amendments were proposed to accommodate secondhand businesses within all commercial zoning districts:

1. Amend Section 90-1 Definitions:

Secondhand dealers shall be as defined in Section 14-901 of this Code. Outdoor secondhand sales, except as permitted under Section 90-371 (19), are prohibited. temporary businesses, established for the purchase or sale of secondhand merchandise, are also prohibited. Nonprofit organizations reselling donated goods are required to obtain Special Use Approval.

Note: This connects the Zoning Code more clearly with the more complete regulations regarding secondhand dealers. It would also prohibit outdoor flea markets and quick strike businesses. Nonprofit organizations reselling donated goods, though exempt from the business requirements of Section 14-901, must still obtain approval from the Planning Commission to establish. Pawn brokers will retain a separate definition in the Zoning Code and Code of Ordinances. Although not specifically listed, businesses buying gold and other precious metals would be allowed by right as a general commercial use in all commercial districts.

2. Amend Section 90- 336 (B-1 District permitted uses) to remove (10) h – “antique shops”, and Section 90-337 (B-1 District special uses) to replace (4) “Sale of used clothing etc...” with Secondhand dealer.

Note: This removes antique shops as a permitted use in the commercial districts. They would still be allowed as a SUA as a secondhand dealer. The sale of used clothing would no longer have a distinct category but would be included as a secondhand dealer. The B-1 districts are typically the local commercial areas, such as Porter Avenue and Lee Street.

3. Amend Section 90-372 (B-2 District special uses) subsections (8) and (18) to remove the last sentence “Not permitted in the downtown development authority area.”

Note: This allows new or used vehicle sales by SUA in the B-2 portion of the DDA district, as requested by the DDA. New dealerships would continue to be

prohibited in the DC Downtown District. The amendments would also allow secondhand dealers, pawnshops, and rental of used merchandise by SUA in the B-2 portion of the DDA. This area is 28<sup>th</sup> Street, east of Clyde Park Avenue and west of Burlingame Avenue.

4. Amend Section 90-402 (B-3 District special uses) by adding subsection (4) Secondhand dealers.

Note: This permits secondhand dealers by SUA in the B-3 district, such as Clyde Park Avenue and 54<sup>th</sup> Street.

5. Amend Section 90-617 (PUD-1 District special uses) by adding (7) Secondhand dealers.

Note: This will permit secondhand dealers by SUA in PUD-1 commercial districts, such as Bayberry Market.

6. Amend Section 90-901 (PUD-2 District special uses) by adding subsection (3) Secondhand dealers.

Note: This will permit secondhand dealers by SUA in the PUD-2 district, which is Wilsontown Center located south of the RiverTown Crossings Mall.

7. Amend Section 90-952 (PUD-3 District special uses) by removing (8) “General retail and other commercial uses” and replacing it with Secondhand dealers.

Note: This amendment accomplishes two things. First, under Section 90-951 (v) B-1 uses are permitted by right in the commercial area. This is the intent of the Code but is contradicted by Section 90-952 (8) which requires SUA for general commercial uses. Second, the amendment provides for secondhand dealers by SUA. The PUD-3 district is Metro Health Village, with the commercial area fronting Byron Center Avenue.

8. Amend Section 90-977 (DC District special uses) by adding (9) Secondhand dealers.

Note: This allows secondhand dealers by SUA in the Downtown Center district. This district encompasses most of 28<sup>th</sup> Street between Clyde Park Avenue and Burlingame Avenue.

9. Amend Section 90- 895 Same – Requirements for permitted uses after special approval to: Strike the term “or secondhand dealers” from it’s inclusion with

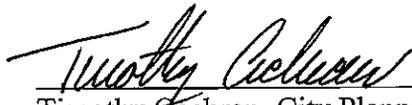
pawnshops in both subareas. Also, replace the term "Sales of used merchandise and rental of new or used merchandise, excluding motor vehicles" with Secondhand dealers. The Zoning Districts Permitted must also be amended to allow secondhand dealers in the B-1, B-2, B-3, PUD-1, PUD-2, PUD-3 and DC Districts.

Note: These amendments eliminate a contradiction within the Code with used good businesses and provide for a minimum separation of 500 feet for pawnshops and 250 feet for secondhand dealers. The amendment does eliminate the separation requirement between rental facilities, but this has never been an issue, and helps to clean up the ordinance. The amendment reiterates the commercial districts where secondhand goods are permitted by SUA.

There were no comments at the public hearing. A motion was made by Bloomquist, supported by Hegyi, to recommend to City Council the Zoning Code amendments as recommended by the DRT. Postema requested the Zoning Code definition of secondhand businesses be revised to essentially state the full definition as contained in the Secondhand Dealers Ordinance Section 14-901. Bloomquist and Hegyi agreed to amend their motion. After discussion, the motion carried unanimously.

The revision proposed by the Planning Commission has been incorporated into the ordinance as prepared by the City Attorney. Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of March 15, 2011.

Respectfully submitted,

  
\_\_\_\_\_  
Timothy Cochran, City Planner  
Planning and Development Department

cc: Curtis Holt, City Manager  
Rebecca Rynbrandt, Director of Community Services