

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 21, 2011 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Wayne Ondersma, The Dock Ministries.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of February 7, 2011, the committee of the whole meeting of February 14, 2011 and the work session of February 14, 2011.
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m.: To Consider the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Michigan Foam Products, Inc.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 1. Expense Report of Councilmember Bolt for his attendance at the Michigan Municipal League, Medical Marijuana Seminar held on February 11, 2011.
- 13) Budget Amendments**
No. 29: To Reclassify \$5,000 of budgetary authority to provide funding for preliminary engineering for the Burlingame Avenue right turn lane at 44th Street.
- 14) Consent Agenda**
 - a) To Set a Public Hearing to Consider the Application for Exemption of New Personal Property in the City of Wyoming for Kellogg Company (March 7, 2011 at 7:01 p.m.)
 - b) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Metal Components, LLC (March 7, 2011 at 7:02 p.m.)
- 15) Resolutions**
 - c) To Approve an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Michigan Foam Products, Inc., and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
 - d) To Approve Memorandums of Understanding with the Administrative and Supervisory Association and the Wyoming City Employees Union
 - e) To Dedicate Weller Court Located within the City of Wyoming and to Accept Weller Court into the Municipal Street System

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

- f) To Authorize and Amendment to the New World Software Agreement and to Authorize the Mayor and City Clerk to Authorize the Agreement
- g) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Reconstruction of the 36th Street Overpass over US-131 Expressway in the City of Wyoming
- h) To Authorize Sludge Hauling and Disposal Services and to Authorize the Mayor and City Clerk to Execute a Revised Service Agreement with Waste Management
- i) To Authorize the Purchase of a Zero Turn Lawn Mower
- j) For Award of Bids
 - 1. Bituminous Paving Materials
 - 2. Sand
 - 3. Screened Topsoil

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO CONSIDER THE APPLICATION FOR
EXEMPTION OF NEW PERSONAL PROPERTY IN THE CITY OF WYOMING FOR
KELLOGG COMPANY

WHEREAS, in accordance with Michigan Public Act 198 of 1974, as amended, the City established Industrial Development District Numbers 36, established by Resolution 8948 on June 19, 1978; 93, by Resolution 11082 on March 5, 1984; 165, by Resolution 14025 on May 18, 1992; and 260 by Resolution 20312 on September 17, 2001, for the property at 3300 Roger B. Chaffee SE, Wyoming, MI 49548, and Industrial Development District Number 182, by Resolution 17055 on May 15, 1995, for 3750 Roger B. Chaffee SE, Wyoming, MI 49548, and

WHEREAS, after the districts were established, Kellogg Company filed an application for an exemption of new personal property under Michigan Public Act 328 of 1998, as amended, for machinery and equipment having an estimated cost of \$25,000,000.00 to be installed at 3300 and 3750 Roger B. Chaffee SE, Wyoming, Michigan, and

WHEREAS, Act 328 requires the City to hold a public hearing on the approval of this application; now therefore,

BE IT RESOLVED, that the Wyoming City Council takes the following action:

1. A public hearing to consider the application submitted by Kellogg Company for Exemption of New Personal Property for its facilities at 3300 and 3750 Roger B. Chaffee SE, Wyoming, Michigan shall be held at 7:01 p.m. on March 7, 2011 in the City Council Chambers, City Hall, 1155 28th Street, SW, Wyoming, Michigan.
2. Written notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

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 21st day of February, 2011.

Heidi A. Isakson
Wyoming City Clerk

Attachment

Resolution No. _____

**CITY COUNCIL
CITY OF WYOMING
Kent County, Michigan**

**NOTICE OF PUBLIC HEARING TO CONSIDER AN APPLICATION FOR
EXEMPTION OF NEW PERSONAL PROPERTY FOR
KELLOGG COMPANY**

The Wyoming City Council will hold a public hearing on March 7, 2011, at City Hall, 1155 28th Street, SW, Wyoming, MI 49509, at 7:01 p.m., local time, to consider the application for an Exemption of New Personal Property submitted by Kellogg Company, in accordance with Act 328 of the Public Acts of Michigan of 1998, as amended, for its facilities located at 3300 Roger B. Chaffee SE, Wyoming, MI 49548, located within City of Wyoming Industrial Development District Numbers 36, 93, 165 and 260, and 3750 Roger B. Chaffee SE, Wyoming, MI 49548, located within City of Wyoming Industrial Development District Number 182.

Materials and related information will be available for inspection at the office of the City Clerk, 1155 28th Street, SW, Wyoming, MI 49509, during normal City business hours, 7:00 a.m. to 5:00 p.m., Monday through Thursday, excluding City holidays. Written comments may be submitted to the City Clerk by first class mail or in person up to the meeting time.

Heidi Isakson, City Clerk

02/21/11
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION
CERTIFICATE IN THE CITY OF WYOMING FOR METAL COMPONENTS, LLC

WHEREAS, the City established Industrial Development District Number 105, under Act 198, Public Acts of 1974, as amended by adopting Resolution Number 11446 on May 6, 1985, and

WHEREAS, after the district was established Metal Components, LLC filed an application for an Industrial Facilities Exemption Certificate under Act 198 for new machinery and equipment having an estimated cost of \$675,000.00 for personal property to be located at 3281 Roger B. Chaffee SE, Wyoming, and

WHEREAS, Act 198 requires the City to hold a public hearing on the approval of this application; now therefore,

BE IT RESOLVED, that the Wyoming City Council takes the following action:

1. A public hearing on whether to approve the application by Metal Components, LLC for an Industrial Facilities Exemption Certificate shall be held at 7:02 p.m. on March 7, 2011, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.

2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

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 21st day of February, 2011.

Heidi A. Isakson
Wyoming City Clerk

Attachment

Resolution No. _____

EXHIBIT A

Legal Description

Address: 3281 Roger B. Chaffee SW, Wyoming, MI 49548

Tax Parcel No.: 41-18-18-326-059

Legal Description:

S 29.0 FT OF LOT 3 * KENT INDUSTRIAL CENTER * ALSO LOT 123 * KENT INDUSTRIAL CENTER NO. 3

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE IN THE CITY OF WYOMING FOR MICHIGAN FOAM PRODUCTS, INC., AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS, Michigan Foam Products, Inc., has submitted an application for an Industrial Facilities Exemption Certificate pursuant to the provisions of Act 198, Public Acts of 1974, as amended, for new machinery and equipment with an estimated cost of \$850,000.00 for personal property, and

WHEREAS, the new machinery and equipment will be located at 1650 Laville SW, Wyoming, Michigan and will be within Industrial Development District Number 285 established by Resolution 23779 adopted on February 7, 2011, and

WHEREAS, a public hearing on whether to approve the Certificate was held on February 21, 2011 at 7:01 p.m. in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan at which the applicant, the Assessor, and all affected taxing units were given an opportunity to be heard on the application, and

WHEREAS, completion of the project has the reasonable likelihood to retain, create, or prevent the loss of employment in the City of Wyoming, and

WHEREAS, staff reviewed this application and recommended to the City Council that this application be approved, and

WHEREAS, the City Council has determined that the granting of this Certificate, when considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force, shall not have the effect of substantially impeding the operating of the City of Wyoming or impairing the financial soundness of any other taxing unit that levies an ad valorem property tax within the City of Wyoming; now therefore,

BE IT RESOLVED, that the City of Wyoming takes the following action:

The application by Michigan Foam Products, Inc., for an Industrial Facilities Exemption Certificate for new machinery and equipment having an estimated cost of \$850,000.00 for personal property and the Certificate be approved for a period of ten (10) years beginning Tax Year December 31, 2012 through Tax Year December 31, 2022, and

BE IT FURTHER RESOLVED, that the City Council of the City of Wyoming does hereby approve the IFT Agreement as amended and authorizes the Mayor and City Clerk to sign the IFT Agreement as amended as part of the documentation required to process applications for an Industrial Facilities Exemption Certificate.

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 21st day of February, 2011.

Heidi A. Isakson
Wyoming City Clerk

Attachments

Resolution No. _____

MEMORANDUM

To: Wyoming City Council
Curtis L. Holt, City Manager

From: Barbara VanDuren, Deputy City Manager

Date: January 31, 2011

Subject: Michigan Foam Products, Inc.

The City has received a letter from Michigan Foam Products, Inc., requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application for the project, which is summarized below:

Address of project: 1650 Laville SW
Wyoming, MI 49519

Personal Property: \$850,000.00
Real Property: \$0.00

Estimated Jobs: 3 new jobs
10 jobs retained

Starting date of the project: March 2011

Michigan Foam Products, Inc., has been growing in the City of Wyoming since 1972. Michigan Foam Products creates various foam products and currently employs 10 people. The planned investment for the facility will allow the company to diversify its product offering and increase output, allowing the company to add an additional 3 employees.

Staff is recommending a ten year IFT be granted to Michigan Foam Products, Inc., based on the City of Wyoming's Economic Development Policy. The calculation of the years of the IFT is summarized as follows:

Scoring Factors	Points
Firm Commitment	3.691
Quantity of Jobs	1.500
Retention of Jobs	2.500
Quality of Jobs	2.833
Citizenship	8.580
Diversification	10.000
Business Life	9.750
Redevelopment	0.000
Total points	<u>38.850</u>

It is estimated the City's percentage of the IFT would become 13.32%. The estimated first year tax savings for Stockwell Manufacturing Co., which is located in the Godfrey Lee Public School District, is \$15,791.17.

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of _____, 2011, pursuant to 1974 PA 198, as amended, MCL 207.552 *et seq.* (“Act 198”) between the City of Wyoming, a local governmental unit as defined in Act 198, the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Michigan Foam Products, Inc., a Michigan corporation, the address of which is 1650 Laville SW, Wyoming, MI 49519 (the “Company”).

RECITALS

- A. The Company applied for an Industrial Facilities Tax Abatement pursuant to Act 198 on the application a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- B. Following a public hearing on February 21, 2011, the City Council of the City adopted a resolution to approve the tax abatement for a period of 10 years conditional upon the parties entering into this Agreement (the “Abatement”) for the property located at 1650 Laville SW, in the City (the “site of the Abatement”).
- C. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the tax abatement.

TERMS AND CONDITIONS

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

1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$850,000.00 in improvements to its property in the City and that at least 3 new job(s) will be created and at least 10 jobs will be retained as a result of that investment. The Company further pledges that those improvements will remain in place or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Abatement and the jobs created and maintained will remain in existence within the City for at least 2 years after the expiration of the term of the Abatement.
2. The City is relying upon and the Company agrees the City may rely upon the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2013) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained upon the project’s completion and the actual number of new jobs created.
 - (b) The number of employees at the time of the Application and the current number of employees.
 - (c) The estimated project cost stated in the Application and the actual project cost.
4. Upon receipt of the letter provided for in the preceding paragraph:
 - (a) The City may either:
 - (1) Apply the criteria in the City Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels and project costs as stated in the letter, or

(2) If the number of new jobs or the cost of the project is substantially below that stated in the application for reasons within the control of the Company, the City Council may recommend revocation of the Abatement.

(b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Abatement if:

(1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or

(2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.

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

5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Abatement as granted.

(a) If, at any time during the term of the Abatement or two years following the expiration or early termination of the Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations on the site of the Abatement, or the City determines that the company has discontinued or substantially curtailed its operations on the site of the Abatement, or the no longer employs on the Site of the Abatement the number of employees represented in the Application and in this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City an amount equal to the total taxes abated by the City under the Abatement.

(b) In making any decision under the preceding subparagraph (a) the City Council shall consider whether:

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

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

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

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

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

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

CITY OF WYOMING

MICHIGAN FOAM PRODUCTS, INC.

By: _____
Jack A. Poll, Mayor

By: _____
_____, _____

By: _____
Heidi A. Isakson, City Clerk

By: _____
_____, _____

Date signed: _____, 2011

Date signed: _____, 2011

RESOLUTION NO. _____

RESOLUTION TO APPROVE MEMORANDUMS OF UNDERSTANDING
WITH THE ADMINISTRATIVE AND SUPERVISORY ASSOCIATION
AND THE WYOMING CITY EMPLOYEES UNION

WHEREAS, the Wyoming City Council has approved employment contracts between the City of Wyoming and the Administrative and Supervisory Association and the Wyoming City Employees Union, and

WHEREAS, in September of 2009, the Wyoming City Employees Union voluntarily accepted a plan to reduce their work week to thirty-eight hours and the Administrative and Supervisory employees and Contract employees agreed to a reduction in pay to assist the City in reducing its wage costs, and

WHEREAS, employees who are members of the Wyoming City Employees Union and the Administrative and Supervisory Association have agreed to change the holiday schedule to enable the City to remain open on certain days that have been celebrated as holidays, now therefore,

BE IT RESOLVED, that the City Council for the City of Wyoming does hereby authorize the City Manager to execute the attached Memorandums of Understanding.

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 21st day of February, 2011.

Heidi A. Isakson
Wyoming City Clerk

Attachments: Memorandums of Understanding

Resolution No. _____

MEMORANDUM OF UNDERSTANDING

Administrative and Supervisory Employees

38-Hour Work Week Holidays

The CITY OF WYOMING ("City") and the WYOMING ADMINISTRATIVE AND SUPERVISORY ASSOCIATION ("Association") agree as follows:

1. Good Friday and the Day after Thanksgiving will be removed from the list of paid holidays. In lieu of these holidays, employees shall be credited with two personal days (hereinafter floating holidays) on each July 1 of each year. For the 2010 to 2011 fiscal year, employees actively working with the City as of the date of this agreement shall be granted one floating holiday in lieu of Good Friday to be taken by June 30, 2011.
2. When Christmas Day and New Year's Day fall on a Friday or Saturday, Thursday shall be celebrated as the paid holiday. When Christmas Day and New Year's Day fall on a Sunday, Monday shall be celebrated as the paid holiday.
3. When Christmas Eve Day and New Year's Eve Day fall on a Thursday, Friday, Saturday, or Sunday, neither day will be celebrated as a paid holiday. Instead, the employee shall be granted two floating holidays credited on November 1 to be used by June 30 of the fiscal year. An employee who is newly hired in the City shall be credited with the two floating holidays on November 1 provided they have completed at least three (3) months of employment.
4. Scheduling of time off for the floating days shall be in accordance with the collective bargaining agreement and the Memorandum of Understanding for 38-Hour Work Week. Floating holidays must be used in the fiscal year or be lost.
5. The changes to the holiday schedule in this agreement shall be applicable while the 38-hour work week is in effect.
6. This Memorandum of Understanding is subject to approval by the City Council.

CITY OF WYOMING

Date: _____

By: _____

Curtis Holt

Its: City Manager

WYOMING ADMINISTRATIVE AND SUPERVISORY ASSOCIATION

Date: 2.7.11

By:  _____

Russ Henckel

Its: President

MEMORANDUM OF UNDERSTANDING

(38-Hour Work Week Holidays)

The **CITY OF WYOMING** (Employer) and the **WYOMING CITY EMPLOYEES UNION** (Union) agree as follows:

1. Good Friday and the Day after Thanksgiving will be removed from the list of paid holidays. In lieu of these holidays, employees shall be credited with two personal days (hereinafter floating holidays) on each July 1 of each year. For the 2010 to 2011 fiscal year, employees actively working with the City as of the date of this agreement shall be granted one floating holiday in lieu of Good Friday to be taken by June 30, 2011.
2. When Christmas Day and New Year's Day fall on a Friday or Saturday, Thursday shall be celebrated as the paid holiday. When Christmas Day and New Year's Day fall on a Sunday, Monday shall be celebrated as the paid holiday.
3. When Christmas Eve Day and New Year's Eve Day fall on a Thursday, Friday, Saturday, or Sunday, neither day will be celebrated as a paid holiday. Instead, the employee shall be granted two floating holidays credited on November 1 to be used by June 30 of the fiscal year. An employee who is newly hired in the City shall be credited with the two floating holidays on November 1 provided they have completed at least three (3) months of employment.
4. Employees who are members of the Wyoming City Employees Union will receive double time for hours worked on Good Friday, the day after Thanksgiving, December 24, and December 31. An employee who is taking time off for a floating holiday and is called out for overtime shall be paid double time for hours worked in addition to receiving pay for the floating holiday.
5. An employee who is required to work on Good Friday, the day after Thanksgiving, December 24, or December 31 as part of their regular work schedule may choose to receive pay in lieu of the floating holiday. An employee who chooses pay will not receive time off for the floating holiday.
6. Scheduling of time off for the floating days shall be in accordance with the collective bargaining agreement and the Memorandum of Understanding for 38-Hour Work Week. The Union is cognizant of the need of the City to determine if and how much coverage is required in holiday weeks and will continue to work with the City in determining work schedules. Floating holidays must be used in the fiscal year or be lost.

7. The changes to the holiday schedule in this agreement shall be applicable while the 38-hour work week is in effect.
8. This Memorandum of Understanding is subject to approval by the City Council.

CITY OF WYOMING

Date: _____

By: _____

Curtis Holt

Its: City Manager

WYOMING CITY EMPLOYEES UNION

Date: 2-9-2011

By: _____

Dan Gard

Its: President

RESOLUTION NO. _____

RESOLUTION TO DEDICATE WELLER COURT LOCATED WITHIN
THE CITY OF WYOMING AND TO ACCEPT WELLER COURT
INTO THE MUNICIPAL STREET SYSTEM

WHEREAS, the City of Wyoming has approved and accepted Weller Court located within, and

WHEREAS, it is necessary for the City of Wyoming to furnish certain information to the State of Michigan for the purpose of obtaining funds under Act 51 of 1951; now, therefore,

BE IT RESOLVED,

1. That the Weller Court centerline is described as:

Part of the SW 1/4, Section 35, T6N, R12W, City of Wyoming, Kent County, Michigan, commencing at the W 1/4 corner of Section 35; thence S89°36'50"E 645.21 feet along the North line of said SW 1/4; thence S01°26'30"E 678.06 parallel with the East line of the West 1/2 of said SW 1/4 to the centerline of Gezon Parkway (90 feet wide) and the Place of Beginning of this description; thence S01°26'30"E 1048.8 feet to the place of ending.

2. That said street is located within the City of Wyoming and is under the control of the City of Wyoming Street System.

3. That said street is a Public Street and is for public street purposes.

4. That said street is accepted into the City of Wyoming Local Street System and was open to the public on October 29, 1999.

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 regular meeting held on the 21st day of February, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachments

Resolution No. _____

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD

2000 AUG 22 AM 11:00

[Signature]
REG. OF DEEDS

QUITCLAIM DEED

The Grantor, KERKSTRA INVESTMENTS, L.L.C., a Michigan Limited Liability Company whose address is 1330 Chicago Drive, Jenison, MI 49428

QUITCLAIMS TO

City of Wyoming, a Michigan Municipal Corporation whose address is 1155-28th Street, SW, Wyoming, Michigan 49509, the real property located in the City of Wyoming, County of Kent, and State of Michigan, known and described as follows:

See Exhibit "A" attached hereto for Legal Description

for the full consideration of One Dollar (\$1.00)

This Deed is given to convey land for Public Right of Way for highway and utility purposes.

County Transfer Tax exempt per MCL 207.505 (a)
State Transfer Tax exempt per MCL 207.526 (a)

DATED: Oct 29, 1999

Approved as to form:
[Signature]
Attorney for the City of Wyoming

WITNESSES:

GRANTOR: KERKSTRA INVESTMENTS, L.L.C.

[Signature]
* Julianne K. Waner
[Signature]
* Neil A. Sharpe

By *[Signature]*
* Lawrence D. Kerkstra Its Managing Member
By _____
* _____ Its _____

STATE OF MICHIGAN
COUNTY OF KENT

* Print or type name beneath signature line

On October 29 1999, before me, a Notary Public, in and for said County, personally appeared Lawrence D. Kerkstra of Kerkstra Investments, L.L.C., a Managing Member to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be the free act and deed of said Limited Liability Company.

This Instrument Drafted By:

Neil A. Sharpe
Exxel Engineering, Inc.
5252 Clyde Park, SW
Grand Rapids, MI 49509

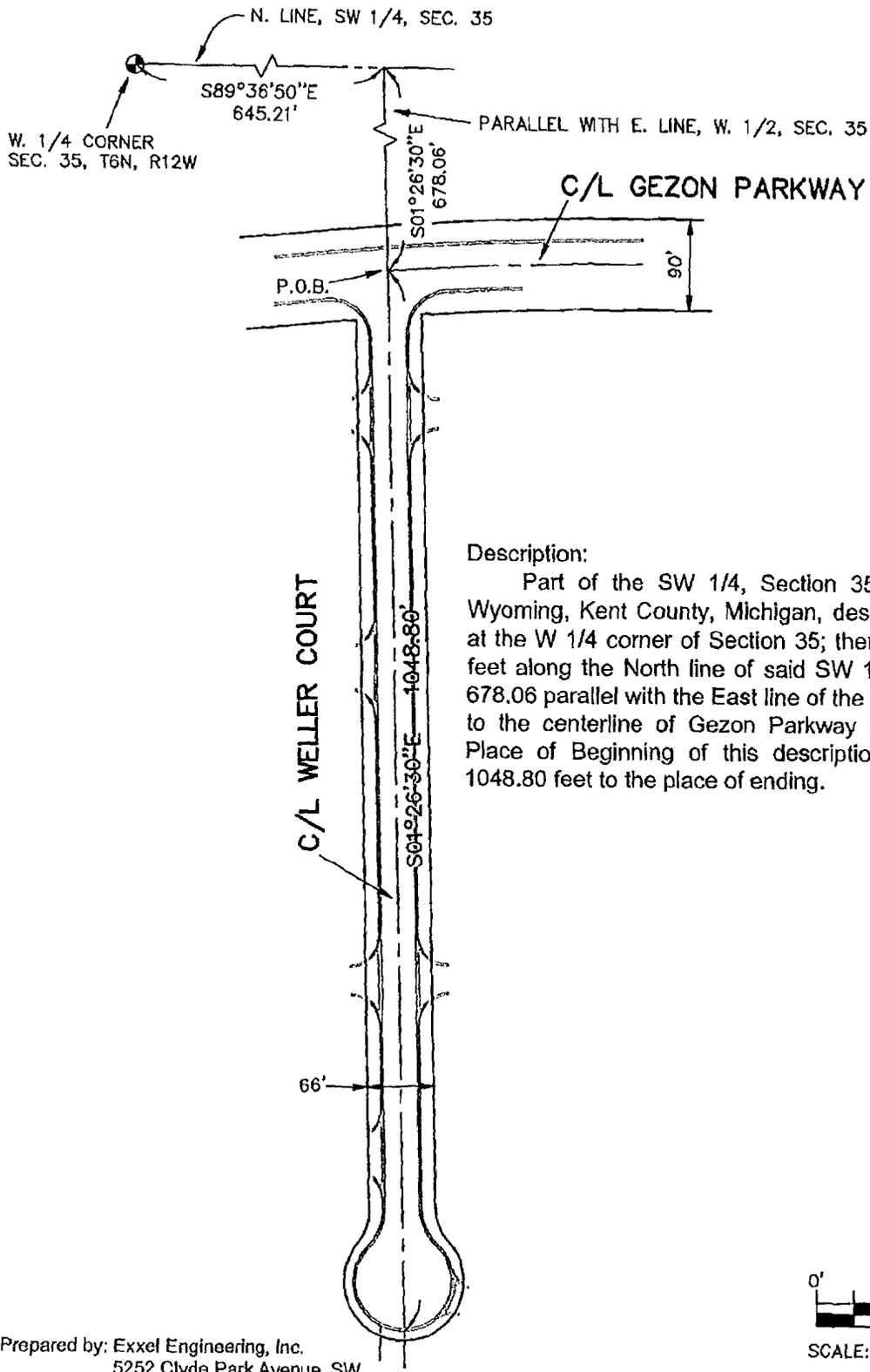
[Signature]
* Julianne K. Waner Notary Public
Kent County, Michigan

My commission expires: 12/31/00

EXHIBIT "A"

Description of proposed Weller Court:

That part of the SW 1/4, Section 35, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the SW corner of Section 35; thence N01°27'58"W 662.18 feet along the West line of said SW 1/4; thence S89°34'03"E 644.37 feet along the South line of the North 3/4 of the West 1/2 of said Southwest 1/4; thence N01°26'30"W 250.00 feet to the place of beginning; thence Northwesterly 137.20 feet along a 60.00 foot radius curve to the right, the chord of which bears N25°56'04"W 109.20 feet; thence Northeasterly 35.79 feet along a 50.00 foot radius curve to the left, the chord of which bears N19°03'56"E 35.03 feet; thence N01°26'30"W 879.61 feet; thence Easterly 66.10 feet along the Southerly line of Gezon Parkway on a 2956.25 foot radius curve to the right, the chord of which bears N85°30'13"E 66.09 feet; thence S01°26'30"E 883.13 feet; thence Southeasterly 35.79 feet along a 50.00 foot radius curve to the left, the chord of which bears S21°56'56"E 35.03 feet; thence Southwesterly 137.20 feet along a 60.00 foot radius curve to the right, the chord of which bears S23°03'04"W 109.20 feet to the place of beginning.



Description:

Part of the SW 1/4, Section 35, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the W 1/4 corner of Section 35; thence S89°36'50"E 645.21 feet along the North line of said SW 1/4; thence S01°26'30"E 678.06 parallel with the East line of the West 1/2 of said SW 1/4 to the centerline of Gezon Parkway (90 feet wide) and the Place of Beginning of this description; thence S01°26'30"E 1048.80 feet to the place of ending.

Prepared by: Exxel Engineering, Inc.
 5252 Clyde Park Avenue, SW
 Grand Rapids, MI 49509



SCALE: 1" = 150'



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE
NEW WORLD SOFTWARE AGREEMENT AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO AUTHORIZE THE AGREEMENT

WHEREAS, as detailed in the attached memorandum from the Police Department Records Manager, the Police Department recommends amending the New World Software Agreement, and

WHEREAS, funds for the additional licensing are available in general ledger account number 101-305-30500-973056, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the attached amendment to the New World Software Agreement, and

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby authorize the Mayor and City Clerk to execute the attached amendment to the Agreement.

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 21st day of February, 2011.

Attachments: Memorandum
Budget Amendment

Heidi A. Isakson
Wyoming City Clerk

Resolution _____

Interdepartmental Correspondence

TO: Chief James Carmody
FROM: Linda Burton, Records Manager
DATE: February 16, 2011
SUBJECT: New World Systems Software Contract Addendum



Records Management

During 2009 we moved forward with implementing our purchase of New World Systems software for Law Enforcement Computer Aided Dispatch (LE CAD), Law Enforcement Records Management Software (LERMS) and Mobile Field Reporting (MFR). It was after this purchase, that the City of Wyoming entered into an agreement with the Kent County Dispatch Authority (KCDA) to consolidate dispatch centers and create to PSAP entities with Kent County. The impact of this event made it clear that it would be futile for us to install the LE CAD software.

The contract addendum being presented details the credits provided to us by New World Systems. However, during the implementation phases of the project, we identified needs for additional software licenses relative to LERMS and MFR, in which the addendum details those costs, as well.

It was identified that Wyoming and Grandville Police departments would require additional licenses for MFR, facilitating users to move from a mobile environment to an "In House" environment, allowing for police report review and completion. Additionally, support personnel in the Records, Detective and Administrative Bureaus, in order to facilitate data and case assignment requirements, would require MFR software licenses for their identified devices (computers). As we continued to move through the project, additional devices (computers) were identified as needing LERMS, which allows users to query data or perform data input. The need for additional software licenses was not initially identified during contract negotiations with New World Systems.

Page four (4) of the addendum lists the credits relative to the deleted LE CAD modules, as \$58,948. Page five (5) of the addendum identifies the monies required for the additional software licenses, as \$67,460. Therefore, net due to New World Systems, for the additional licenses, is \$8,512. This net cost will be charged to general ledger account 101-305-30500-973056. The current budgeted amount in this general ledger account, can sustain the additional costs, therefore we will not be requesting additional funding.

Impact to maintenance costs on the software, are listed below:

Year 1	original	\$ 82,662	revised	\$54,672
Year 2	original	\$ 87,474	revised	\$57,783
Year 3	original	\$ 92,286	revised	\$60,892
Year 4	original	\$ 97,098	revised	\$64,007
Year 5	original	\$101,910	revised	\$67,116



New World Systems®
The Public Sector Software Company

December 3, 2010

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Chief James Carmody
City of Wyoming
2300 DeHoop Southwest
Wyoming, MI 49509

Dear Chief Carmody:

The attached forms (Exhibits AA and A) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software changes you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

CITY OF WYOMING, MICHIGAN
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 17, 2010.

APPROVED AS TO FORM:


EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$8,512
1. Licensed Standard Software	\$8,512
ONE TIME PROJECT COST:	<u>\$8,512</u>

II. Payments for Licensed Standard Software

<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$8,512
1. Amount invoiced upon Effective Date	\$8,512
ONE TIME PAYMENTS:	<u>\$8,512</u>

- B. STANDARD SOFTWARE MAINTENANCE SERVICES \$1,362
Standard Software Maintenance Agreement (SSMA) fees will increase for the above software change and will commence 90 days after delivery of the software; year one cost to be prorated to run concurrently with **Customer's** existing SSMA. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

1. **License Fee for Licensed Standard Software And Documentation Selected By Customer:**

Application Package^{1,2,3,4,5}

Cost

DELETED MODULES

CAD

1. **Aegis/MSP Combined Multi-Jurisdiction LE/Fire/EMS CAD**
 - Call Entry
 - Call Control Panel
 - Unit Recommendations
 - Unit Status and Control Panel
 - Call Stacking
 - CAD Messaging
 - Call Scheduling
 - Dispatch Questionnaire
 - Geo-File Verification
 - Hazard and Location Alerts
 - Hydrant Inventory
 - Access to Aegis/MSP LE Records
 - Access to Aegis/MSP Fire Records
 - Note Pads
 - Rip-N-Run Remote Printing
 - Run Cards
 - Tone Alerts

2. **Additional Aegis/MSP Software for Computer Aided Dispatch⁵**
 - Briefing Notes (includes BOLOs)
 - CAD Mapping

3. **Aegis/MSP Third Party CAD Interface Software⁵**
 - E-911 Interface
 - Fire Records Interface (one-way interface; CAD closed incidents)
(supports Firehouse, Sunpro, Alpine)

ADDITIONAL PUBLIC SAFETY SOFTWARE

4. **Aegis/MSP Public Safety State/NCIC Interface Software**
 - On-Line Modules - Includes 4 state inquiry screens
 - On-Line CAD Interface to State/NCIC

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

5. **Aegis/MSP Data Analysis/Crime Mapping/Management Reporting**
- Base with One Application (CAD)

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000

6. **Additional Aegis® Software for RS/6000 Message Switch**
- New World CAD Interface for Aegis MSP (1-50 units)

CLIENT SOFTWARE

7. **Aegis® Law Enforcement Mobile Unit Software**

Mobile Messaging

LE CAD via Switch (38 units)

LE State/NCIC via Switch (38 units)

In-Car Mapping (45 units)

8. **Aegis® Fire Mobile Unit Software (7 unit)**

Fire CAD via Switch

NEW WORLD STANDARD SOFTWARE LICENSE FEE ON
DELETED MODULES (112,450)

ORIGINAL DEMONSTRATION SITE DISCOUNT 23,202

PLUS DISCOUNT APPLIED AGAINST DELETED MODULES 30,300

SUB-TOTAL DELETED MODULES (558,948)

ADDITIONAL MODULES

1. **Additional Law Enforcement Records Workstations (Grandville)**
 - 25 view/inquiry workstations at \$500 per workstation
2. **Additional Aegis® Software for RS/6000 Message Switch**
 - Mobile Upload Software (Uplift from 50 to 100 units)
3. **Aegis/MSP Mobile Management Server Software (Uplift from 52 to 100 units)**
 - Field Reporting
 - Field Reporting Data Merge
4. **In-Station Based Reporting (31 Units - Wyoming)**
 - LE Field Reporting (Federal Standards)
 - The following 4 New World Reports are included:
 - Incident (1 form)
 - Case (1 form)
 - Arrest (1 form)
 - Supplement (1 form)
 - LE Field Reporting Compliance
 - Mobile Upload of Field Reports
5. **In-Station Based Reporting (6 Units - Grandville)**
 - LE Field Reporting (Federal Standards)
 - The following 4 New World Reports are included:
 - Incident (1 form)
 - Case (1 form)
 - Arrest (1 form)
 - Supplement (1 form)
 - LE Field Reporting Compliance
 - Mobile Upload of Field Reports

SUB-TOTAL ADDITIONAL MODULES	\$67,460
TOTAL SOFTWARE LICENSE FEE ^{6,7}	\$8,512

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008 Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*
- ² *New World Systems' MSP product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *New World Systems' MSP product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- ⁴ *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*
- ⁵ *Customer will retain possession of the Message Switch hardware.*
- ⁶ *Prices assume that all software is licensed.*
- ⁷ *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR THE RECONSTRUCTION OF THE 36TH STREET OVERPASS
OVER US-131 EXPRESSWAY IN THE CITY OF WYOMING

WHEREAS, the Michigan Department of Transportation (MDOT) proposes to reconstruct the 36th Street overpass over US-131 in the City of Wyoming in the summer of 2011, and

WHEREAS, the project includes fully removing the existing bridge and reconstructing a new structure and approaches, and

WHEREAS, the project includes the construction of a new lane from the 44th Street entrance ramp to the 36th Street exit ramp, and

WHEREAS, the Michigan Department of Transportation (MDOT) has prepared the attached City-State Agreement for the project, identifying the costs and obligations of each respective party, and

WHEREAS, the City's \$112,400 share of this project can be financed out of the Capital Improvement Program Fund, but a budget amendment is necessary; now, therefore,

BE IT RESOLVED that the City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with MDOT for the reconstruction of 36th Street overpass over US-131 expressway in the City of Wyoming and hereby approves the attached budget amendment.

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 21st day of February, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachments: Agreement
Budget Amendment

Resolution No. _____

ACT-51
FEDERAL AID PROGRESS PAYMENT

DAB
Control Section NH 41131; CM 41131
Job Number 87156A; 87156C, D;
110085A
Federal Project NH 1141(017);
NH 0741(098);
CM 1141(018)
Federal Item HH 7029; HH 5165;
RR 7501
Contract 10-5781

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

PART A – Job No. 87156 (FEDERAL, STATE, & CITY PARTICIPATION)

Removal and replacement of Structure S07 of 41131 which carries 36th Street over Highway US-131 including approach work; together with necessary related work, located within the corporate limits of the CITY; and

PART B - Job No. 110085 (FEDERAL, STATE, & CITY PARTICIPATION)

Addition of weave merge lane on northbound Highway US-131 from the 44th Street entrance ramp to the 36th Street exit ramp; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A	\$4,015,700
PART B	\$847,400
TOTAL	\$4,863,100

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above. PE work for PART B was charged to Job Number 87156 and is included in the PART A PE quantities in the table below.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

	<u>PART A</u>	<u>PART B</u>
DEPARTMENT -	87.5%	87.5%
CITY -	12.5%	12.5%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	<u>TOTAL</u> <u>ESTIMATED</u> <u>COST</u>	<u>FEDERAL</u> <u>AID</u>	<u>BALANCE</u> <u>AFTER</u> <u>FEDERAL AID</u>	<u>DEPT'S</u> <u>SHARE</u>	<u>CITY'S</u> <u>SHARE</u>
PART A -					
Constr. & CE	\$3,488,600	\$2,855,400	\$633,200	\$554,000	\$79,200
PART A - PE	\$527,100	\$431,400	\$95,700	\$83,700	\$12,000
PART B	<u>\$847,400</u>	<u>\$677,900</u>	<u>\$169,500</u>	<u>\$148,300</u>	<u>\$21,200</u>
TOTAL	\$4,863,100	\$3,964,700	\$898,400	\$786,000	\$112,400

The PE costs for will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a biweekly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No biweekly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its required payments as specified herein.

9. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such moneys thereafter allocated by law to the CITY from the Michigan transportation Fund sufficient moneys to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

10. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

11. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

12. All of the PROJECT work shall be done by the DEPARTMENT.

13. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

14. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

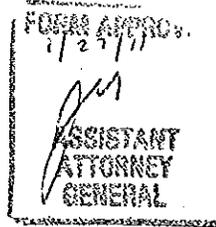
CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED AS TO FORM:

Jack Shurtz

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE SLUDGE HAULING AND DISPOSAL SERVICES AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A REVISED SERVICE AGREEMENT WITH WASTE MANAGEMENT

WHEREAS, on July 20, 2009, City Council adopted Resolution number 23359 authorizing payments to Waste Management, Inc. for Alum sludge disposal services while performance testing was being completed on the new centrifuges, and

WHEREAS, as detailed in the attached memorandum from the City's Water Plant Superintendent, after determining the characteristics of the sludge and during the performance testing, it is recommended the gravel train method be used instead of dumpsters, and

WHEREAS, the intention in July of 2009 was to use the dumpsters from Waste Management during the trial period and then to accept proposals for disposal services after determining the best method of disposal of the sludge, and

WHEREAS, it has been discovered that the Agreement with Waste Management is effective for three years instead of being a month to month Agreement and the City will need to pay a penalty to be released from the current Agreement, and

WHEREAS, it is recommended the City continue to use the services of Waste Management for sludge disposal services for the next fourteen months, and

WHEREAS, funds for the sludge disposal are available in budget number 591-591-55300-921000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize payments to Waste Management Inc. for sludge hauling and disposal services and authorizes the Mayor and City Clerk to execute the revised Agreement.

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 regular session held on the 21st day of February, 2011.

Attachments: Memorandum
Order Number Two
Agreement

Heidi Isakson
Wyoming City Clerk

Resolution No. _____

Memorandum

To: Curtis Holt, City Manager
From: Gerald Caron, Superintendent
Date: February 15, 2011
Re: Waste Management Sludge Hauling and Disposal Services

As you may recall, on July 20, 2009 the City Council authorized the Water Plant to use Waste Management to provide sludge hauling and disposal services while we were completing performance testing on our new centrifuges. Our expectation at the time was that in a few months we would know what the characteristics of the sludge would be and what the best method of disposal (dumpsters versus gravel train) would be for the new equipment. A gravel train is a tandem trailer which is pulled by a truck cab. Following that discovery we planned on bidding the sludge hauling services.

While we are still working with the manufacturer of the centrifuge and the contractor to complete the necessary performance testing we believe we are now ready to make a decision on how we want to haul the sludge from the plant. It appears that the gravel train option is the best method. We worked with our current hauler, Waste Management, to try the gravel train versus the dumpster to see which method of collecting and hauling performed the best and made the least amount of mess in the room.

It was during this trial process that we discovered that we unknowingly were committed to staying with Waste Management for a three-year period of which we have already completed 22 months. Our intention when we presented this to the City Council was for a much shorter trial period. While we could break the contract and pay a penalty to get out of the agreement, we believe a better approach is to accept the revised contract for the duration of the 36 month agreement (14 months) and then accept new bids for sludge disposal services.

At the time of acceptance of the original proposal Waste Management did offer a better price than Ottawa County Farms Landfill. The new proposal has an increased charge for the use of the gravel train but we can haul much more product per pick-up. The result is that we will be paying close to the same amount during the contract period and have much less of a mess to clean up in the loading room due to splashing of the product. We believe that this is currently the most economical solution to haul and dispose of the water plant alum sludge.

With this in mind, I recommend that we accept the revised service agreement with Waste Management for the next 14 months. Adequate funding for this service is budgeted in account 591-55300-921.000.



Waste Management of Michigan, Inc.
 48797 Alpha Drive, Suite 130
 Wixom, MI 48393
 Phone: 1-800-756-9896 Fax: 866-242-9428

SERVICE AGREEMENT
 NON HAZARDOUS WASTES

Customer Acct Number: _____
 Reason Code: _____
 Effective Date: 2/14/2011
 Last API Date: _____
 Transaction Owner: 4-PHIL BONIFER - MAM
 Sales ID: H: 4-PHIL BONIFER - MAM
 F: 4-PHIL BONIFER - MAM
 SIC Code: 39
 Container owned by: WM Customer
 Compactor unit owned by: WM Customer N/A

SERVICE INFORMATION				BILLING INFORMATION			
Service Name	WYOMING DRINKING WATER TREATM			Billing Name	WYOMING DRINKING WATER TREATM		
Contact & Cell	MIKE AVERILL X104			Contact & Cell	MIKE AVERILL X104		
Address	16700 NEW HOLLAND			Address	16700 NEW HOLLAND		
City/ST/ Zip	HOLLAND MI / 49424-6554			City/ST/ Zip	HOLLAND MI / 49424-6554		
Phone & Fax	816-689-5290 Fax			Phone & Fax	816-689-5290 Fax		
E-Mail	mikeaverill@ci.wyoming.mi.us			E-Mail	mikeaverill@ci.wyoming.mi.us		
County							

EQUIPMENT/SERVICE SPECIFICATIONS							
Master Acct #		Shared Can		Signed Ticket		Deposit	
Job#				GR Flow		Eaton Cty. Charge	
PO#		Fuel Charge	NON-EXEMPT	Environmental Charge	NON-EXEMPT	Finance Charges	YES
Appr.# & exp date	103083MI, EXP 5-1-12			Disposal Site			

NEW SERVICE												
Quantity	Size	Lids, Locks, Wheels	Frequency	M	T	W	TH	F	S	Extra Pick Up Rate	Charge(s)	
1		Gravel Train									\$ 450.00	PER PICK-UP
1	DTN										\$ 20.01	PER TON

PREVIOUS SERVICE												
Quantity	Size	Lids, Locks, Wheels	Frequency	M	T	W	TH	F	S	Extra Pick Up Rate	Charge(s)	

Special Instructions or Comments: 3rd party hauling provided by Cordas. 14 MONTH TERM.

Driver Notes /Directions /Container Placement

To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be inapplicable and not affect the validity of this Agreement:

Container pull/push out required?	NO	Customer's Waste Materials does not exceed an average weight of	lbs/yard
Container behind gate or enclosure?	NO		

The undersigned individual signing this agreement on behalf of the customer acknowledges that he/she has read and understands the terms and conditions of this agreement, on the second page, and that he/she has the authority to sign on behalf of the customer.

- Terms Due Upon Receipt -

* A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the charge(s), will be included on your invoice. Information about the Fuel/Environmental Charge can be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the charges.

If applicable to your account the Recycle Material Offset fee (RMO/RML) may vary from month to month based on the recyclable material commodity market conditions. The charge printed on this agreement represents the current fee and market conditions.

Customer: WYOMING DRINKING WATER TREATM

Authorized Signature: _____

Name (Print or Type): Jack A. Poll

Title: Mayor Date: 2/22/11

Waste Management of Michigan, Inc.

Authorized Signature: _____

WM Representative: PHIL BONIFER

Transaction Owner: 4-P Date: 2/10/2011 8:12:53 AM

SCHEDULE OF CHARGES	
Containers/Looks	\$ -
Delivery Charge	\$ 125.00
Container Exchange	\$ -
Profile Fee	\$ 50.00
Removal Charge	\$ -
Trip Fee	\$ 100.00
Relocate Fee	\$ 100.00
Admin Fee	\$ 3.00 / Per Month
Inactivity Fee-minimum # of hauls charged / month	\$ 75.00 / Inactive haul
Disposal Facility Dig out Charge	\$ 100.00
Damurrage Wait Time	\$ 100.00 Per Hour / 30 Min Minimum
Administrative Ticket Charge	\$ - / Per Month
Saturday/ Sunday Service Days	\$ - / load
Minimum Ton Charge Per Load	\$ - / ton
Daily Rental fee (CUSE)	Per day after
Overage fee	\$0.00 / Yard

VERSION 12 10/04

Jack R. Sluiter, City Attorney

Heidi A. Isakson, City Clerk

**SERVICE AGREEMENT
NON-HAZARDOUS WASTES**

COLLECTION SERVICE AGREEMENT TERMS AND CONDITIONS

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste and Recyclable Materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, but Customer shall complete a Waste Profile for such Special Waste which has been approved by Company in writing. Recyclable Materials shall include any type of material that can be recycled or recovered whether separated or not separated from other Waste Materials prior to collection. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste that is radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Waste Materials provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. **TERM.** The term ("Term") of this Agreement is ~~thirty-six (36)~~ months from the Effective Date set forth above ("Initial Term"), which shall automatically renew thereafter for additional terms of thirty-six (36) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.

3. **SERVICES GUARANTY; CUSTOMER TERMINATION.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement for the remaining Term.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of an Invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the first page, as it may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes or modifications to, or differences between, the actual equipment and services provided by Company to Customer and the agreed upon Equipment/Service specifications on the first page; (b) any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the first page; (c) for any increase in or other modification to its fuel or environmental cost recovery charges; (d) to cover any increases in disposal and/or third party transportation costs; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the first page, Customer's Last API Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. In the event Company adjusts the Charges as provided in this Section 4, Customer and Company agree that this Agreement as so adjusted will continue in full force and effect for the remaining Term.

Any Customer Invoice balance not paid within thirty (30) days of the date of Invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment.

5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the Invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's property resulting from the provision of services.

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly Charges multiplied by six; (b) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly Charges multiplied by the number of months remaining in the Term; (c) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly Charges multiplied by three; or (d) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly Charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility.

8. **INDEMNITY.** This Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supercedes any and all other agreements, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) Any blanks or unfilled or unmarked boxes or spaces on this first page shall be deemed to be inapplicable and not affect the validity of this Agreement. (g) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (h) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
A ZERO TURN LAWN MOWER

WHEREAS, as detailed in the attached memorandum from the Director of Public Works, a zero turn lawn mower is in need of replacement, and

WHEREAS, it has been determined it would be advantageous for the City to utilize the National Intergovernmental Purchasing Alliance (NIPA) contract for the acquisition of this lawn mower, and

WHEREAS, Westenbroek Outdoor Power Equipment has a zero turn lawn mower available through the NIPA at a cost of \$12,570.00, and

WHEREAS, funds for the mower are available in account number 662-441-58500-985000, now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of a zero turn lawn mower from Westenbroek Outdoor Power Equipment at the NIPA contract pricing of \$12,570.00, 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 regular session held on the 21st day of February, 2011.

Attachments: Memorandum
Quotation

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: February 15, 2011

TO: Mayor and City Council

FROM: William D. Dooley, Director of Public Works

SUBJECT: Resolution to authorize purchase of Zero Turn Lawn Mower Replacement Unit for 783-000

The Parks Department operates multiple mowers throughout the parks system. Unit 783-000, a Toro Groundsmaster 328D, is scheduled for replacement. The replacement vehicle is a Toro Z-Master, Z500.

Multiple purchasing options were reviewed, such as the State of Michigan's MiDEAL and the Oakland County bids. The National Intergovernmental Purchasing Alliance was found to offer the best price. The National Intergovernmental Purchasing Alliance Company (National IPA) is a cooperative purchasing organization, established through a collaborative effort of public agencies across the United States with the specific purpose of reducing procurement costs by leveraging group volume. The mower will be purchased from Westenbroek Outdoor Power Equipment of Jenison, Michigan under the National Intergovernmental Purchasing Alliance

The cost of the mower is \$12,570.00, which is a 27% discount of the retail price of \$17,221.00. Funds are budgeted in the Capital Outlay Account 662-441-58500-985.000

WDD:ts

Q U O T A T I O N

PAGE: 1

Westenbroek Outdoor Power Equipment
 7670 Cottonwood
 Jenison, MI 49428
 Phone #: 6166675700
 Fax #: 6166672453

PHONE #: **(616)530-7229**
 ALT. #:
 P.O.#: **QUOTE**
 TERMS: **Net 30**
 SALES ORDER #: **140729**
 SALES TYPE #: **Quote**

DATE: **1/19/2011**
 INVOICE #:
 CUSTOMER#: **17068**
 CP: **BC**
 LOCATION: **2**
 STATUS: **Pending**

BILL TO 17068

CITY OF WYOMING
 FINANCE
 P.O. BOX 905
 WYOMING, MI 49509 U.S.A.

SHIP TO

CITY OF WYOMING
 2660 BURLINGAME
 WYOMING, MI 49509

MFR	PRODUCT NUMBER	DESCRIPTION	QTY SOLD	QTY BO	PRICE	NET	TOTAL
TOR	74274	TORO Z500 25-72 KUBOTA DIESEL TURBO FORCE Z-MASTER	1	0	\$17,221.00	\$12,570.00	\$12,570.00

Prices reflected on this quote are valid for 30 days.
 Exceptions may apply due to Manufactures Promotional Dates.
 Please verify with your Sales Rep.
 Special orders may have a shipping charge.
 Demo/Rental units must be returned filled with gas/diesel or charges of \$5.00 per gal
 will be applied.

SUBTOTAL: \$12,570.00
 TAX: \$0.00
 ORDER TOTAL: \$12,570.00

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 bids for the purchase of the listed items as recommended in the attached memorandums and summarized below:

<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1. Bituminous Paving Materials	Rieth-Riley Construction Company	Bid prices as shown on the attached memorandum
2. Sand	Michigan Paving and Materials, D.B.A. Stoneco	\$3.96 per cu. yd.
3. Screened Topsoil	Oetman Excavating	\$8.34 per cu. yd.

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 regular session held on the 21st day of February, 2011.

Attachments: Memorandums

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: February 15, 2011
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Award of Bid for Bituminous Paving Materials

On Tuesday, February 1, 2011, the City received four (4) bids for Bituminous Paving Materials. An invitation to bid was sent to forty-eight (48) prospective bidders. Of the four bids received, Rieth-Riley Construction Co. Inc. submitted the low bid. A tabulation of the bids received is shown below.

	Rieth-Riley Construction Co.	Superior Asphalt, Inc.	Wyoming Asphalt Paving Co.	Michigan Paving and Materials, Co.
36A Bituminous Top Mix (per ton)	\$50.00	\$50.25	\$51.00	\$54.00
13A Bituminous Base Mix (per ton)	\$48.00	\$48.50	\$51.00	\$53.00

After reviewing the bids, it is recommended that the City Council award the bid for bituminous paving materials to Rieth-Riley Construction Co. An estimated quantity of 1,400 tons of top mix at \$50.00 per ton and 1,000 tons of base mix at \$48.00 per ton will be purchased at a cost of approximately \$118,000.00.

Sufficient funds have been budgeted in various water, sewer and street maintenance accounts; 202-441-46300-775000, 203-441-46300-775000, 590-441-54200-775000, 591-441-56200-775000 and 591-441-56700-775000.

MEMORANDUM

DATE: February 15, 2011
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Award of Bid for Sand

On Tuesday, February 1, 2011, the City received seven (7) bids for Sand. An invitation to bid was sent to forty-nine (49) prospective bidders. Of the seven bids received, Michigan Paving and Materials, D.B.A. Stoneco, submitted the low bid. A tabulation of the bids received is shown below.

	Cost Per Cu.Yd.
Michigan Paving and Materials, D.B.A. Stoneco	\$3.96
Kwiatkowski Mining	\$4.16
MarJo Construction Services	\$4.40
Yellow Rose Transport	\$4.50
Oetman Excavating	\$4.65
Rusches Trucking Inc.	\$4.80
Recreational Development, LLC.	\$13.50

After reviewing the bids, it is recommended that the City Council award the bid for sand to Michigan Paving and Materials, D.B.A. Stoneco. An estimated quantity of 2,000 cubic yards of sand at \$3.96 per cubic yard will be used for various street repairs and utility restoration work at a cost of approximately \$7,920.00.

Sufficient funds have been budgeted in various water, sewer and street maintenance accounts; 202-441-46300-775000, 203-441-46300-775000, 590-441-54200-775000, 591-441-56200-775000 and 591-441-56700-775000.

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MEMORANDUM

DATE: February 15, 2011
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Award of Bid for Screened Topsoil

On Tuesday, February 1, 2011, the City received five (5) bids for Screened Topsoil. An invitation to bid was sent to forty-eight (48) prospective bidders. Of the five bids received, Oetman Excavating submitted the low bid. A tabulation of the bids received is shown below.

	Screened Topsoil Cost Per Cu. Yd.
Oetman Excavating	\$8.34
Rusches Trucking Inc.	\$8.65
MarJo Construction Services, Inc.	\$11.04
Yellow Rose Transport	\$12.95
Recreational Development, LLC.	\$25.00

After reviewing the bids, it is recommended that the City Council award the bid for screened topsoil to Oetman Excavating. An estimated quantity of 2,500 cubic yards of topsoil at \$8.34 per cubic yard will be used for various parkway repairs and utility restoration work at a cost of approximately \$20,850.00.

Sufficient funds have been budgeted in various water, sewer and street maintenance accounts; 202-441-46300-775000, 203-441-46300-775000, 590-441-54200-775000, 591-441-56200-775000 and 591-441-56700-775000.