

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, APRIL 18, 2011 AT 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation**  
Pastor Tom Bos, Newhall Community Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of April 4, 2011 and the work session of April 11, 2011.
- 7) Approval of Agenda**
- 8) Public Hearings**
  - 7:01 p.m. To receive comment on the Proposed Wyoming Community Development 2011-2012 One-Year Action Plan.
  - 7:02 p.m. To receive comment on the Proposed Wyoming Five-Year Consolidated Plan for Spending of Housing and Community Development Funds, 2011-2015.
  - 7:03 p.m. To consider approval of an Application for Exemption of New Personal Property for GM Components Holdings, LLC.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
    1. Wyoming Fire Department 2010 Annual Report, presented by Chief Austin.
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**  
No. 34: To appropriate \$12,000 of budgetary authority to provide funding needed to pay for a temporary contractor. The contract employee was required to cover for the extended leave of a member of the staff.
- 14) Consent Agenda**
  - a) To Set a Public Hearing on the Proposed Budget for 2011-2012 for the City of Wyoming (May 2, 2011 at 7:01 p.m.)
- 15) Resolutions**
  - b) To Adopt the Wyoming Consolidated Housing and Community Development 2011/2012 One-Year Action Plan
  - c) To Approve Amendments to the Wyoming Community Development 2010/2014 Five-Year Consolidated Strategic Plan
  - d) To Approve a New Personal Property Exemption Application and a Property Tax Exemption Agreement for GM Components Holdings, LLC

- e) To Amend Resolution Number 23328 Pertaining to Bid Award for Tree Trimming and Removal

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

- f) To Accept a Proposal from Century 21 Acc-Sell for Real Estate Brokerage Services
- g) To Accept a Proposal from Prudential Preferred Realtors for Real Estate Brokerage Services
- h) To Authorize Black & Veatch to Perform Construction Engineering Services for the Water Treatment Plant Sedimentation Basin Renovations
- i) To Award a Bid for the Water Treatment Plant Sedimentation Basin Renovations (Budget Amendment No. 35)
- j) To Authorize the Mayor and City Clerk to Execute an Emergency Interconnect Agreement with the City of Holland
- k) To Approve Change Order Number Three for the Raw Water Main and Carbon/Transformer Facility Project
- l) To Authorize the Purchase of Liquid Sodium Hypochlorite
- m) To Authorize the Purchase and Installation of Wing Plows and Laser Lights
- n) To Authorize the Purchase of Vehicles
- o) To Authorize the Sale of Dump Trucks
- p) To Purchase a K-9 (Budget Amendment No. 36)
- q) For Award of Bids
  - 1. Disposable Paper Products
  - 2. Lawn Care Services
  - 3. Painting Services
  - 4. Motor Oil, Grease & Lubricants

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

**20) Closed Session** (as necessary)

**21) Adjournment**

# Wyoming Fire Department



**2010**  
**Annual Report**

## TABLE OF CONTENTS

Message from the Fire Chief .....	1
Introduction .....	2
Fire Stations .....	3
Apparatus & Equipment .....	4
Fire Suppression Division .....	4
Emergency Medical Services .....	7
Fire Prevention Division .....	7
Fire Safety Education .....	8
Training Division .....	9
Emergency Management .....	10
Recognition .....	10
Conclusion .....	11

## MESSAGE FROM THE FIRE CHIEF

It is with great sense of pride and accomplishment that I present the Wyoming Fire Department's Annual Report for the 2010 calendar year.

The economic downturn has continued to take a toll on our community as well as local revenues, which has presented unique challenges for all governmental agencies. While the Fire Department has historically practiced fiscal responsibility, the economic state of the nation has challenged us to seek innovative ways to overcome this adversity, while working alongside our City leaders to maintain our core services that we provide our citizens. Together, we continue to implement new policies and initiatives to help combat this budget crisis.

In spite of the economic status, Wyoming residents voted in May to approve a public safety millage to maintain fire and police service. However, over the past year, our staff has been reduced by a total of four career personnel. This decrease in staffing has continued the challenge of accomplishing more with less. When benchmarked against other similar-sized communities in Michigan, Wyoming's staffing is 71 percent below average.

During 2010, the number of calls for assistance decreased less than one percent from 2009. These same calls were met with professionalism and efficiency. Not only was this accomplished with reduced funding and reduced staffing but also required a huge increase in effort by the members of the Department.

One major challenge faced by the Department occurred in October when dispatch operations were transferred to the City of Grand Rapids. This transition required countless meetings, complete overhaul of all radios and towers and an enormous amount of cooperation and patience. While each day brings unique challenges, we continue to work together in hopes of a successful transition.

The information contained in this report demonstrates the motivation, professionalism and commitment of our command staff, firefighters and other department personnel. While it is difficult to convey the intangible accomplishments of the Wyoming Fire Department, those results represent the true value of what we stand for and are of far greater importance than any statistical data presented herein.

*Robert C. Austin*

Fire Chief



## INTRODUCTION

The Wyoming Fire Department is a full service combination department providing fire, medical, rescue and specialized response as well as many other emergency and non-emergency services. At the close of 2010, the Fire Department consisted of the Fire Chief, Administrative Secretary and Fire Inspector; 23 full-time career firefighters; and 23 paid-on-call (reserve) firefighters.

We are proud to present our citizens with an extensive volume of services provided by our Department but even more impressive is the degree of quality to which those services are delivered.

The Wyoming Fire Department is funded through a combination of the City's General Fund as well as a dedicated millage. The dedicated millage, which does not have a sunset, was approved by the voters in 1996 at .75 mills. This millage represents approximately one-third of the Department's total budget. A public safety millage was also passed in May of 2010 to provide an additional 1.25 mills to maintain fire and police service.

Fire Departments across the United States are evaluated and given a numerical rating by the Insurance Services Office (ISO). This evaluation looks at several areas of the fire department's operations to determine their effectiveness in the event of a fire emergency. The rating is based on a scale of 1-10, with "1" being the best. The Wyoming Fire Department has retained its exemplary rating of "3", covering the majority of the City. This desirable rating provides those property owners within a five-mile radius of our Central Fire Station with low fire insurance premium rates.

However, the portion of the City commonly known as the 'panhandle' has remained a rating of "10". This reduced rating has been a direct result of the closing of the Gezon Fire Station. In 2009, an Automatic Aid Agreement was implemented with the Grandville Fire Department, meaning both Departments would respond to incidents that occur in portions of Grandville and Wyoming. It is our hope that this rating will change significantly upon re-evaluation based on this partnership.



## FIRE STATIONS

The Wyoming Fire Department maintains four fire stations within the City limits:



### **Station No. 1 1500 Burton St SW**

A crew of eight reserve firefighters operates from this station, responding to incidents that occur in the north end of the City and as well as other areas as needed.

### **Station No. 2 4507 S. Division Ave**

A crew of six reserve firefighters operate from this station and respond to incidents in the district on the east side of the City and as needed in other areas.



### **Station No. 3 2300 Gezon Pkwy SW**

This station has remained closed since 2004 when the millage failed. The building is still used for storage, classes, meetings and most notably, training.



### **Station No. 4 1250 – 36<sup>th</sup> St SW**

All full-time personnel, including career firefighters, the prevention division and administrative staff, operate from the Central Fire Station along with a crew of nine reserve firefighters who respond to various calls throughout the City limits.





## APPARATUS & EQUIPMENT

Currently, our fleet consists of seven apparatus which includes four Quints, one truck and two engines. We also have special response vehicles such as hazardous incident unit, technical rescue truck and two medical squad units.

The four 'Quints' are capable of performing five distinct functions; they can pump water, carry fire hose and water in a booster tank, carry a quantity of ground ladders and rescue tools and are equipped with an aerial device. These apparatus are very versatile, giving the Department an engine and ladder truck combination.



The department's truck is fully-equipped with a 100' extending ladder with a work platform at its tip, a large supply of hose, a pump capable of producing 2,000 gallons of water per minute and the ability to transport an assortment of firefighting tools.

The medical squad is currently a Ford Expedition which has been outfitted to carry medical supplies and equipment. This vehicle was replaced in 2009 and the interior was overhauled, designed and re-built by Department personnel. We have retained possession of our previous medical squad as a back-up.

The hazardous materials, or Special Incident Response (S.I.R.), unit contains air support equipment, a command center with computer equipment, phone and fax capabilities and a resource library with information regarding the handling of chemicals. This unit is used by our Hazardous Materials Response Team.

The technical rescue truck was purchased as a used vehicle. The interior was designed and built by team members to efficiently transport the specialized equipment, tools and supplies used by the Technical Rescue Team.

## FIRE SUPPRESSION DIVISION

The Wyoming Fire Department combines full-time and paid-on-call firefighting staff, covering an area of 26 square miles responding from three stations. This allows us to utilize the talents of all personnel to their maximum potential. The full-time employees are on duty 24 hours a day, seven days a week. They work a 24-hour shift, on a rotating basis, beginning at 7:00 a.m. All personnel, both career and paid-on-call, are State Certified as Firefighter II and Hazardous Materials Responders.



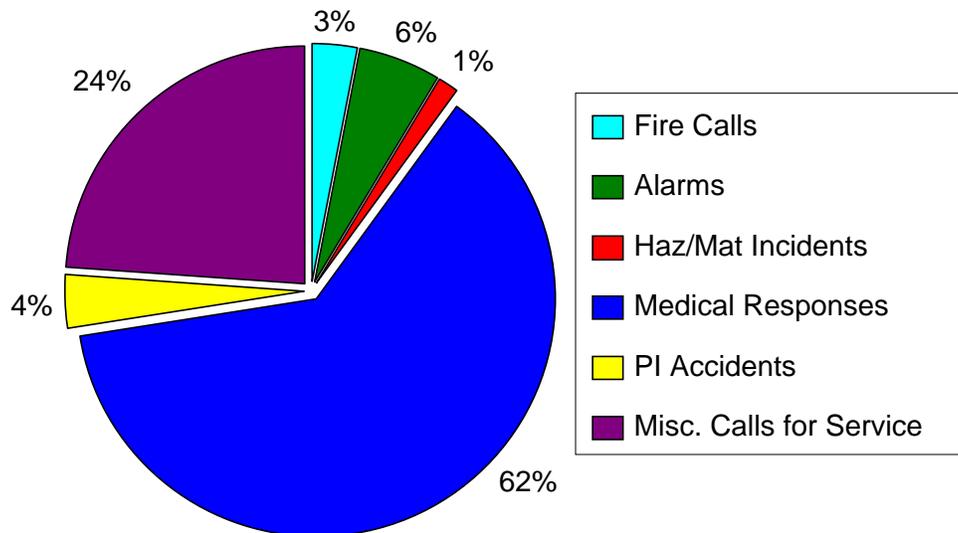
## FIRE SUPPRESSION DIVISION (CONT'D)

The full-time, career personnel, which total 23 in suppression, handle approximately 80% of all alarms with Engine 77 and Medical Squad 87 responding from the Department's Central Fire Station (Station No. 4). The career personnel respond to all calls for service that are received by the Department. The Department also has three non-suppression full-time/career personnel who conduct the daily administrative and fire prevention duties.

Paid-on-call personnel, consisting of 23 individuals, respond to their respective fire station from their home, place of employment, church, etc. Each Firefighter is assigned a portable, receive-only monitor that enables Fire Dispatch to notify the appropriate personnel of an emergency call, at which time they would respond to their assigned station.

In 2010, the Wyoming Fire Department responded to a total of **4,824** calls for service. Of those calls, 1,808 were non-medical related which included 65 structure fires and 41 vehicle fires. During 2010, we experience two fire-related civilian deaths which were both the result of vehicle fires.

**2010 Fire Department Calls for Service**



In Michigan, statistics show that a Fire Department responds to an actual fire every 12 minutes. Developing effective ways to prevent and reduce fire loss requires a continuing examination of the magnitude and characteristics of the fire problem - where and when fires occur; what causes them; and who the victims are. Evaluating statistics in the City of Wyoming over the past years, fire losses per capita have remained respectfully low. We feel it is important that we analyze this data as we continually evaluate the direction in which the Fire Department will offer services in the future.



## FIRE SUPPRESSION DIVISION (CONT'D)

We also have three specialty teams:

- The **Hazardous Materials Team** is comprised of nine highly trained individuals that can respond to chemical emergencies, including terrorism. This team responds throughout the City of Wyoming as well as to six other communities, under contract. Personnel from this team are also part of a statewide response team, created for rapid response to incidents involving Weapons of Mass Destruction/Terrorism, as well as hazardous material releases. One highlight in 2006 was the opportunity to provide Haz/Mat protection for Vice President Cheney during a visit to Wyoming.



- The **Technical Rescue Team** is a group of nine specially trained personnel who provide rescue operations in emergencies involving High Angle, Confined Space (below ground), Trench and Building Collapses. As a member of the Michigan Urban Search and Rescue (MUSAR) group, our team may be called to assist at an incident anywhere in the state.



- The **Honor Guard Team** consists of ten individuals who serve as ambassadors for the Department. These team members volunteer their time on weekends and evenings to represent the Wyoming Fire Department at funerals and other official gatherings as well as numerous practice sessions in between.



## EMERGENCY MEDICAL RESPONSE

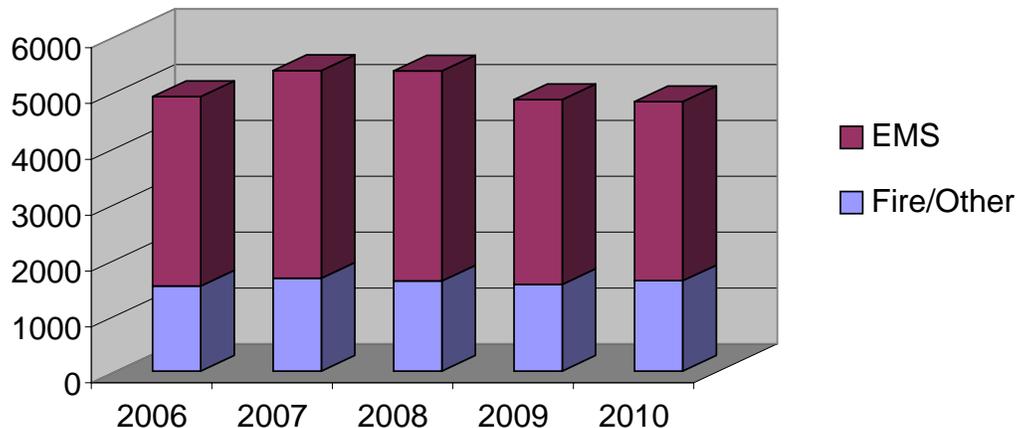
All of the Department's career personnel are medically trained to a minimum level of Medical First Responder (MFR). The Medical Squad responds with at least two personnel to various medical calls within the City of Wyoming. This response is made by one of two vehicles, which are fully equipped with medical supplies and equipment that may be required at the scene. They are also outfitted with rescue equipment to respond to an accident where a driver is trapped in a vehicle and may require extrication.



The Department has seen a slight decline in call volume for the second consecutive year. We responded to a total of 3,205 medical/rescue calls in 2010.



### FIRE & EMS Call 5-Year Trend



## FIRE PREVENTION DIVISION

The Wyoming Fire Department has been reduced to one employee in the fire prevention division, being the Fire Inspector. Fire prevention is charged with the responsibilities of fire investigation, plan review and fire code inspections.

Fire investigation is the process of determining the origin and cause of the fire and whether the fire was accidental or intentional. During 2010, 12 investigations were conducted.



## FIRE PREVENTION DIVISION (CONT'D)

Plan review is the process of reviewing all commercial/industrial construction, while in the blueprint stage, before construction actually begins. By researching the codes and standards, we are able to make new construction more fire safe. In 2010, 143 plan reviews were completed. The Department has also provided, through contract, fire code plan review services for Byron Township.

Fire code inspections are completed at commercial and industrial occupancies by the Department's Fire Prevention Division on a routine basis to help ensure the safety of those living, working and shopping in the City of Wyoming. During 2010, nearly 800 inspections were completed.

## FIRE SAFETY EDUCATION

Safety education is an area that is shared by all members of the Department, being coordinated through the Administration Office. We fervently believe that proactive initiatives in fire/safety education have reduced the overall number of emergency responses during the past year. Our personnel are committed to actively seeking every available opportunity to teach fire safety to people of all ages.

Over the last year, approximately 50 programs were conducted with nearly 2,500 children in attendance, through both school programs and fire station tours. Department personnel also attended over 25 community events, including block parties and parades, which served thousands. The Department also trained approximately 50 citizens through CPR and fire extinguisher classes.

In addition to school programs, the Department organizes a week-long program for children known as the 'Wyoming Safe City' program. This annual endeavor consists of educational activities in many areas of safety and is by far our most popular event. The existence of this program is largely due to the support of **Amerikam**, a local business in Wyoming.

Fire Stations 1, 2 and 4 also hosted Open Houses during National Fire Prevention Week in October. Hundreds of community residents were in attendance, receiving station tours, fire safety goodie bags and the opportunity to meet Department personnel.

Another service available to the community is car seat inspections. Pursuant to our partnership with the Safe Kids Coalition of Greater Grand Rapids, hundreds of citizens have attended our monthly event at Fire Station No. 1 and received free car seat inspections performed by certified technicians.



## TRAINING DIVISION

Firefighter training skills are perhaps the most vital link in the overall safety of our personnel and our citizens, as well as effectively reducing fire damage once a fire occurs. Training has always been high on our priority list and will continue to be in the future.



The Department's Training Facility includes a classroom area, locker rooms and a kitchen, which allows full day training sessions. It also features a complete driving course used to ensure all of our personnel are proficient in their driving skills without having to "practice" on actual streets.

On site is also a training building that contains a 'burn room' which is able to be set on fire using propane gas jets controlled by the instructor. This room may be set up to simulate a residential or industrial environment by adjusting movable partitions.



A tanker fire training unit is also on site which provides emergency responders with training on handling fires involving over-the-road tanker trucks and rail cars containing flammable liquids. It also provides training for the Hazardous Materials Response Team to practice controlling leaks/spills of hazardous or flammable liquids.

Our Training Facility is used by our personnel along with numerous other area Fire Departments, including departments from as far away as Kalamazoo and Lansing. We are proud to have this state-of-the-art facility in our City.

All of our personnel receive training for Incident Management, MIOSHA required subjects and continually attend educational seminars. During 2010, our personnel logged over 1,200 hours of training. In addition to attending training, our Department has nine certified Training Instructors that routinely provide training to Department personnel as well as other agencies. These instructors have expertise in a variety of areas such as Fire Suppression, Hazardous Materials, Technical Rescue and Officer Development. One of these instructors is also certified through the Department of Justice to teach proper handling of terrorist events.

With the growing demand for services by the Fire Department, we are committed to training and realize we must keep our skills updated and sharp so we can continue providing the best fire protection possible for the people we serve.



## EMERGENCY MANAGEMENT

Emergency Management continues to be a part of the Wyoming Fire Department's operation. The term "Emergency Management" has become a more recognizable term within the United States in the past couple of years. Emergency Management, typically, is the existing resource of governmental units prepared to operate together under a pre-planned response to emergencies greater than any one Department can handle. Under the direction of the Fire Chief, our Emergency Management organization involves all City Departments. Major roles involve Fire, Police and Public Works, with additional support services being provided by the remaining City Departments.

Organized under the umbrella of Kent County Emergency Management, Wyoming's Disaster and Evacuation Plan dove-tails with both the County and State plans to provide basic guidelines for the management of emergencies such as severe weather, chemical releases and acts of terrorism. In cooperation with all County governmental units, the Kent County Local Emergency Planning Committee (LEPC) meets bi-monthly with other area emergency organizations such as the American Red Cross, Health Department, ambulance companies, hospitals, etc., to continuously review and update our lists of procedures and resources.

## RECOGNITION

The following are a few brief examples of highlights from 2010:

- Retirement of Lieutenant **Steve Goss** in January, following 35 years of service;
- Battalion Chief **Mark Aman, Sr.**, retired in January with 30 years of service;
- 30<sup>th</sup> Anniversary Memorial Service held in February at Fire Station No. 2 in honor of **Marvin Fryling and Lester Yonkers**, who lost their lives in the line of duty while fighting a fire at the Chinatown Restaurant in 1980;
- **Structure fire at Waterchase Apartments** in March consumes over 35 personnel for nearly eight hours, causing an estimated \$450,000 in damage, displacing nearly 35 residents and resulting in the building being completely demolished;
- Public Safety **millage** passes in May, which provides an additional 1.25 mills to maintain fire and police service for five years;



## RECOGNITION (CONT'D)

- Firefighter of the Year Award presented in May to **Aaron Velthouse**, Reserve Firefighter out of Station No. 1;
- Retirement of Fire Marshal **Jim Hutchison** in June after 28 years of service;
- Retirement of **Patrick O'Leary** in August, after 13 years of service as a Reserve Firefighter responding from Station No. 4;
- A **1958 Fire Engine**, formerly part of the Wyoming Fleet, donated back to the Department in August by Peace Lutheran Church of South Haven, Michigan;
- Firefighter **Nick Fedewa** resigned in September, leaving that position **vacant** which has resulted in excessive overtime to maintain minimum manpower levels;
- **National Fire Prevention Week Open House** hosted in October at all three fire stations with an estimated 500 citizens in attendance;
- Two separate car fires on October 31<sup>st</sup> resulted in **two civilian deaths**;
- **Passionately Pink for the Cure** t-shirts designed and sold by the Department during October, raising nearly \$400 towards cancer research;
- Dispatch operations were transferred from Wyoming to the City of Grand Rapids in October which presented many challenges; and
- Reserve Firefighter **Greg VanderHorn** resigned in December after seven years of service responding from Station No. 4.

## CONCLUSION

Wyoming can be justifiably proud of the Fire Department personnel as well as the services that are provided, all with the highest degree of integrity and professionalism.

Although we faced many challenges in 2010, we have maintained a positive outlook and anticipate being an integral part of the community in the future. We value your support and hope for a continued relationship of mutual respect and appreciation.

CITY OF WYOMING BUDGET AMENDMENT

Date: April 18, 2011

Budget Amendment No. 034

To the Wyoming City Council:

**A budget amendment is requested for the following reason: To appropriate \$12,000 of budgetary authority to provide funding needed to pay for a temporary contractor. The contract employee was required to cover for the extended leave of a member of the staff.**

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Allocation Fund</u></b>				
Public Works - Administration - Contract Labor 110-441-44100-810.000	\$0	\$12,000		\$12,000
Public Works - Administration - Transfers Major Streets Fund 110-441-44100-999.202	(\$178,910)		\$4,020	(\$182,930)
Public Works - Administration - Transfers Sewer Funds 110-441-44100-999.590	(\$178,870)		\$3,430	(\$182,300)
Public Works - Administration - Transfers Water Fund 110-441-44100-999.591	(\$157,080)		\$3,010	(\$160,090)
Public Works - Administration - Transfers Motor Pool Funds 110-441-44100-999.661	(\$80,540)		\$1,540	(\$82,080)
<b><u>Major Streets Fund</u></b>				
Public Works - Administration - Administrative Fee Admin Allocation 202-441-48300-802.003	\$179,910	\$4,020		\$183,930
Public Works - Winter Maintenance - Motor Pool Rental - Fuel 202-441-47800-947.200	\$77,300		\$4,020	\$73,280
<b><u>Sewer Fund</u></b>				
Wastewater Utility - Administration Services - Administrative Fee Admin Allocation 590-590-54100-802.003	\$178,870	\$3,430		\$182,300
Public Works - Transmission - Professional Services 590-441-54200-801.000	\$10,000		\$3,430	\$6,570
<b><u>Water Fund</u></b>				
Water Utility - Administration Services - Administrative Fee Admin Allocation 590-590-55100-802.003	\$157,080	\$3,010		\$160,090
Public Works - T and D Mains - Professional Services 591-441-56200-801.000	\$8,340		\$3,010	\$5,330
<b><u>Motor Pool Fund</u></b>				
Public Works - Administration Fee - Administrative Fee Admin Allocation 661-441-58100-802.003	\$80,540	\$1,540		\$82,080
Public Works - Equipment Operations 661-441-58200-956.000	\$5,500		\$1,540	\$3,960
Fund Balance/Working Capital				

Recommended: \_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Manager

CITY OF WYOMING BUDGET AMENDMENT

Date: April 18, 2011

Budget Amendment No. 034 Continued

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_

Motion carried: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

I hereby certify that at a \_\_\_\_\_ meeting of the Wyoming City Council duly held on

\_\_\_\_\_  
City Clerk

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

RESOLUTION TO SET A HEARING DATE ON THE PROPOSED BUDGET FOR  
2011-2012 FOR THE CITY OF WYOMING

WHEREAS, state law and the City Charter require that a public hearing be held concerning the proposed budget for 2011-2012 for the City of Wyoming, and

WHEREAS, said budget has been presented to the City Council, and

WHEREAS, it is deemed advisable to establish a date for a public hearing on the budget, and

WHEREAS, the property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing;

NOW, THEREFORE, BE IT RESOLVED, that May 2, 2011 at 7:01 PM is hereby established as the hearing date on the proposed annual budget for the City of Wyoming. This public hearing is to be held in the City Council Chambers at Wyoming City Hall, 1155 - 28th Street SW, Wyoming, Michigan and

BE IT FURTHER RESOLVED, that the City Clerk shall publish the notice in the form as attached.

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, County of Kent, State of Michigan at a regular session held on the 18th day of April, 2011.

\_\_\_\_\_  
HEIDI A. ISAKSON  
City Clerk

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

**CITY OF WYOMING**  
**Notice of Public Hearing**  
*on the proposed budget for 2011 - 2012*

Pursuant to Section 8.3 of the Charter of the City of Wyoming, notice is hereby given that a public hearing on the following proposed budget will be held at the Wyoming City Council Chambers, 1155 28th Street SW, on May 2, 2011, at 7:01 pm.

**The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.**

July 1, 2011 - June 30, 2012

	<u>Expenditures</u>
General Fund *	\$ 29,357,130
Major Streets	3,403,540
Local Streets	1,406,160
Parks and Recreation	3,691,430
Sidewalk Snow Removal	302,640
Yard Waste Disposal	782
Building Inspections	1,296,710
Community Development Block Grant	846,680
Library	420,690
Debt Service Funds	2,845,360
Capital Improvement Fund	5,455,420
Sewer	16,295,700
Water	20,999,480
Motor Pool	<u>4,935,500</u>
 <b>GRAND TOTAL ALL BUDGETS</b>	 <b><u>\$ 91,257,222</u></b>

*\*Includes all police and fire expenditures*

A summary of the proposed budget is on file in the office of the City Clerk and is available for public inspection during regular office hours.

Heidi A. Isakson  
Wyoming City Clerk

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

RESOLUTION TO ADOPT  
THE WYOMING CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT  
2011/2012 ONE-YEAR ACTION PLAN

WHEREAS, the City of Wyoming has applied for and obtained 35 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development, and

WHEREAS, it is necessary to submit a One Year Action Plan application for the 36th year program covering the period of July 1, 2011, through June 30, 2012, and

WHEREAS, the Wyoming Community Development Committee has recommended a proposed 2011/2012 One-Year Action Plan, and

WHEREAS, two Public Hearings were held on February 16, 2011 and on April 18, 2011 on this matter, now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby adopt the 2011-2012 Wyoming Consolidated Housing and Community Development One-Year Action Plan.

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 session held on the 18<sup>th</sup> day of April, 2011.

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

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



# Second Program Year

## Community Development Block Grant 2011-2012 Action Plan Wyoming, Michigan

This Annual Action Plan includes the SF 424 and Narrative Responses required by HUD in order to be compliant with the Consolidated Planning Regulations

### GENERAL

#### Executive Summary

1. The City of Wyoming expects to have \$846,680 available for the Community Development Program during the period beginning July 1, 2011 through June 30, 2012. This amount consists of \$504,540 in an annual entitlement grant from the U.S. Department of Housing and Urban Development, \$232,140 from anticipated program income and \$110,000 to be reprogrammed from prior years. This is the second Action Plan Year of our Five Year Consolidated Plan 2010-2014. This 2011 budget plans for 100% of the funds to benefit low and moderate income persons.

2. The following list includes this year's specific objectives and outcomes:

These Outcome Statements, for the 2011-2012 fiscal year CDBG Projects, were developed using the format and examples in the June 10, 2005 Federal Register Draft Outcome Performance Measurement System guidelines:

Project	Outcome Statement
General Format	(quantified output) + (Outcome Category: availability, affordability, or sustainability) + (activity description) + (Objective: decent housing, suitable environment or economic opportunity)

- **Acquisition of Floodway Structures:** 1 housing property, in the Buck Creek floodway zone would be acquired for the purpose of providing a suitable environment. (Census Tract 143 Block Group 2, bounded on the North by 52<sup>nd</sup> St SW, on the East by South Division, on the South by the City Limits and on the west by US 131) (\$1,000).

- **Disposition:** 1 housing property, obtained through the HUD Dollar Home Sales Program, would use these funds for closing and maintenance costs, prior to being sold to a low/moderate income family for the purpose of providing decent affordable housing (\$500).

- **Public Facility Improvements Senior Center and Other Eligible Park Facilities:** 61,649 seniors, using the Center's services, would have access to improvements and renovations to the Senior Center at 2380 DeHoop Ave SW in Wyoming, and other park facilities, in eligible areas, for the purpose of providing a suitable environment (\$10,000).
- **Public Facility Improvements Hillcroft Park:** 893 persons, using the park facilities and services, would have access to improvements and renovations at Hillcroft Park at 340 32<sup>nd</sup> St SW in Wyoming, for the purpose of providing a suitable environment (CT 136 BG 2, bounded on the North by 32<sup>nd</sup> St SW, on the East by South Division, on the South by 36<sup>th</sup> St SW and on the West by US 131) (\$15,000).
- **Clearance/Demolition:** 5 home owners in low/moderate-income areas would have free needed dilapidated structure demolition grants for the purpose of providing a suitable living environment. (\$20,000).
- **Public Services - School Liaison Program and Youth Services:** 8,126 persons in the Godfrey-Lee School District, which is a HUD qualified low/moderate-income area, have the benefit of CDBG monies to partially fund a school liaison program and other youth services for the purpose of providing a suitable living environment (Census Tracts 133-1, 133-2, 133-3, 135-1 and 135-2, bounded on the North by the City Limits, on the East by US 131, on the South by 28<sup>th</sup> St SW and on the West by Burlingame Ave SW) (\$50,000).
- **Public Services - Taft Neighborhood Rental:** 3,202 persons in the Taft Area, which is a HUD qualified low/moderate-income area, have the benefit of CDBG monies to fund rental and utilities for working space for a non-profit group to provide neighborhood services for the purpose of providing a suitable living environment (Census Tract 138.02 Block Group 1, bounded on the North by 28<sup>th</sup> St SW, on the East by Burlingame Ave SW, on the South by Roys Creek and on the West by Byron Center Ave SW) (\$10,000).
- **Public Services - Taft Neighborhood Programs:** 3,202 persons in the Taft Area, which is a HUD qualified low/moderate-income area, have the benefit of CDBG monies to provide neighborhood programs by a non-profit group for the purpose of providing a suitable living environment (Census Tract 138.02 Block Group 1, bounded on the North by 28<sup>th</sup> St SW, on the East by Burlingame Ave SW, on the South by Roys Creek and on the West by Byron Center Ave SW) (\$5,000).
- **Rehabilitation - Single Unit Residential:** 13 housing units, with low/moderate-income families, have affordable needed housing repair loans and deferred loans for the purpose of providing decent affordable housing (\$150,000).
- **Rehabilitation - Single Unit Residential - Revolving Funds:** 5 housing units, with low/moderate-income families, have affordable needed housing repair loans for the purpose of providing decent affordable housing (\$45,000).
- **Rehabilitation - Home Repair Services:** 425 low/moderate-income households have affordable services such as minor home repairs, low cost building materials, a tool lending library, volunteers and accessibility modifications, for the purpose of providing decent affordable housing (\$75,000).
- **Rehabilitation - Commercial:** 1 business in a low/moderate-income area has an affordable needed facade improvement loan for the purpose of providing a suitable environment (\$500).
- **Rehabilitation - Administration:** 18 housing units, with low/moderate-income families, have affordable administration of housing rehabilitation funding, for the purpose of providing decent affordable housing (\$81,780).
- **Code Enforcement:** 3350 households, in low and moderate income areas, throughout the City, have the benefit of CDBG monies to fund code enforcement activities for the purpose of providing a suitable living environment (\$184,320).
- **Planning Activities - Zoning Revision:** All (72,125) Wyoming residents have affordable revisions to the City's Zoning Code for the purpose of providing a suitable living environment (\$4,000).
- **General Administration:** All (72,125) Wyoming residents have affordable administration of HUD programs for the purpose of providing a suitable living environment (\$109,977).
- **Fair Housing Services:** All (72,125) Wyoming residents have access to fair housing testing and complaint follow up services for the purpose of providing a suitable living environment (\$17,000).

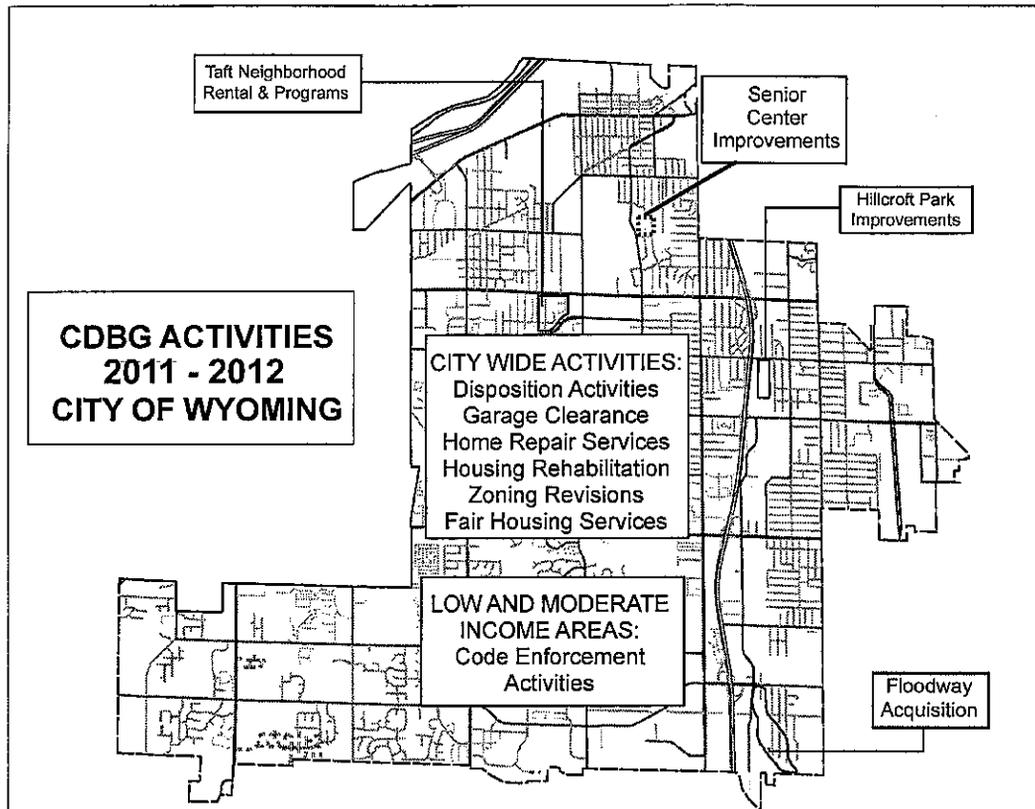
- **Contingency Funds:** These funds are to be used for unforeseen cost overruns (\$67,603).

3. The following includes past spending performance of open activities from July 1, 2009 through June 30, 2010 (A total of \$546,163 was spent):

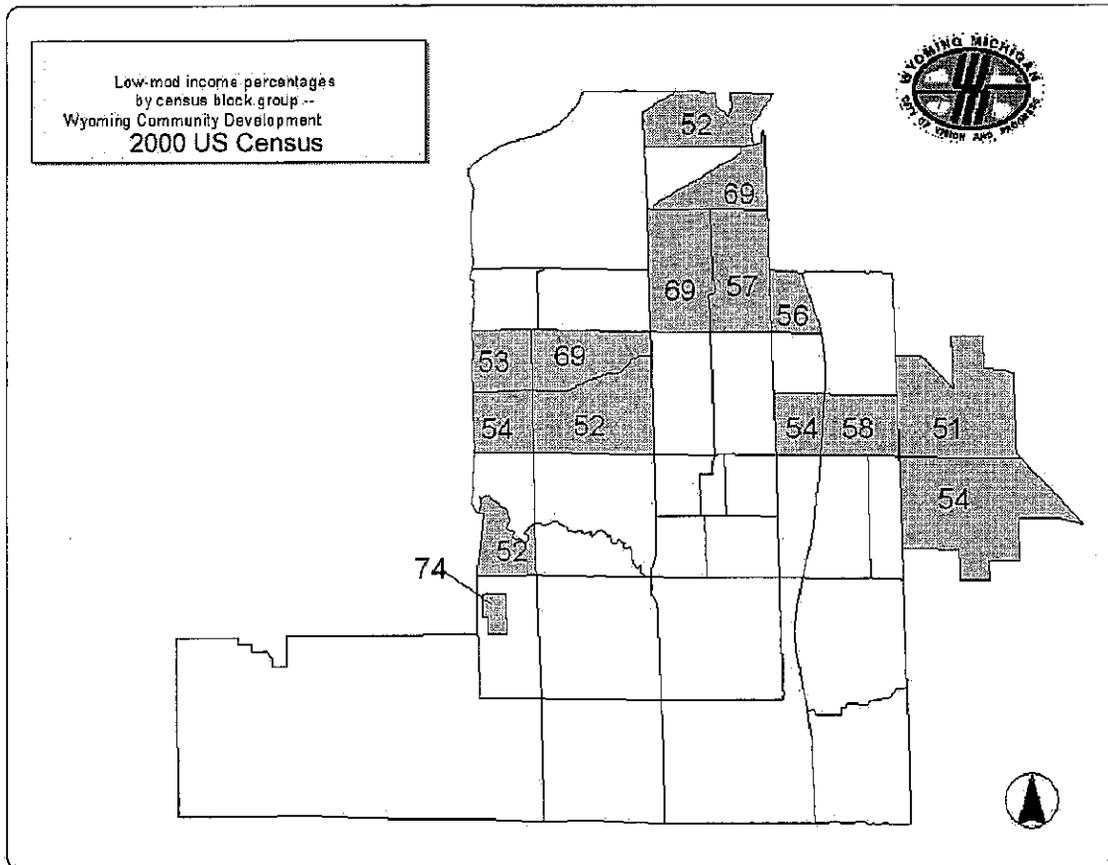
- Disposition - \$3,900
- Housing Rehabilitation Loans and Grants - 175,000
- Housing Rehabilitation Loans and Grants (Revolving) - \$73,943
- Home Repair Services - \$35,000
- Rehabilitation Administration - \$134,007
- Senior center Improvements - \$7,500
- Clearance - \$1,396
- Neighborhood Clean Up - \$18,880
- Zoning Revisions - \$5,000
- General Administration - \$74,537
- Fair Housing Services - \$17,000

## General Questions

### 1. Geographic Distribution:



See the map on Page 5, which indicates all of the City's low/moderate-income areas. There are no areas of racial/minority concentrations. However, there are two areas that have higher-than-City-average percentages. One such area is bounded on the north by the City limits, on the east by the City limits, on the south by Burton SW and on the west by Burlingame SW. The second area is all the Wyoming properties East of South Division. Both these areas contain the oldest housing units. Although we do not specifically target this area, we normally spend most of our housing rehabilitation funds in these areas, based both on need and demand.



2. Basis of allocating funds in geographic areas:
  - a. Our CDBG housing activities are available only to eligible low - moderate income households throughout the City.
  - b. Commercial Rehabilitation applicants must be within low-moderate income areas. Any clearance and relocation activities must also be within low-mod income areas.
  - c. Clearance of dilapidated structures and garages can be done in low and moderate income areas and City-wide on a spot blight basis.
  - d. Code Enforcement Activities. Of the \$846,680 expected to be available to the City, the \$184,320 or about 22%, will be considered specifically allocated to low and moderate income neighborhoods. This is based on a three year trend analysis of code enforcement inspections City wide, where 43.7% were shown to occur in low and moderate income areas.
  
3. No obstacles to meeting underserved needs were identified in the Five Year strategy.
  
4. Resources:
 

The City of Wyoming expects to have \$846,680 available for the Community Development Program during the period beginning July 1, 2011 through June 30, 2012. This amount consists of \$504,540 in an annual entitlement grant from the U.S. Department of Housing and Urban Development, \$232,140 from anticipated program income and \$110,000 to be reprogrammed from prior years. The City will apply for Section 8 funds as they are made available.

## **Managing the Process**

1. Lead Agency:

The lead Agency is the City of Wyoming. The daily CDBG activities will be handled by the Community Services - Planning and Development Department. Like typical municipal governments, the City Council acts as the legislative and policy-making voice of the city. As part of its activities, the City Council adopts the CHCDP and approves the annual submittal for CDBG funding. As the chief administrator, the City Manager is responsible for the day-to-day operations of the city, including the implementing of the policies and programs of the City Council.

3. Planning/Community Development Department:

The Community Services Director serves as staff to the Community Development Committee and supervises programs and activities related to the Annual Plan and CDBG expenditures. The Community Development Coordinator, under the Supervision from the Community Services Director, generally coordinates the internal city activities related to the Annual Plan and city/regional cooperation for same. A Rehabilitation Specialist and Executive Secretary work to process cases for Housing Rehabilitation programs. An Executive Secretary splits her administrative support time with CDBG programs and the City's Planning Department activities. A Rehabilitation Committee, made up of the Community Services Director, the Chief Building inspector and the City Planner, approve all housing rehabilitation applications and work repair items. The City Planner that is on the Rehabilitation Committee also meets with such groups as the West Michigan Regional Planning Commission, the Division Avenue Business Association and the North Wyoming Business and Resident's Association.

2. Community Development Committee:

Relative specifically to this Annual Plan and CDBG funding, a Council-appointed group, currently made up of 9 Wyoming residents, the Community Development Committee, serves as an advisory group to the Council. This group also approves the Five-Year Consolidated Plan and recommends the annual CDBG budget.

3. Other City Groups:

Relative to other city groups potentially involved with the Annual Plan, the list includes the Housing Commission, the Downtown Development Authority, the Parks and Recreation Department and its citizen's advisory group, the Parks and Recreation Commission, the Public Works Department and the Building Inspections Department.

## **Citizen Participation**

A public hearing notice was published in the Wyoming Advance newspaper on February 2, 2011, announcing the upcoming meeting of the Wyoming Community Development Committee's (W.C.D.C.) meeting on February 16, 2011.

The W.C.D.C. met on February 16, 2011 and discussed needs and possible activities. A public hearing was held with no public comment.

On March 3, 2011, the Wyoming City Council met and set the date of April 14, 2011 to hold a public hearing for the Annual Plan.

On March 15, 2011, a public hearing notice was published in the Wyoming Advance newspaper, which announced that the Annual Plan would be discussed by the Wyoming City Council at the public hearing on April 18, 2011. On March 29, 2011, a proposed action plan statement was published, stating the proposed activities for the 2011-2012 fiscal years. Also, on March 29, 2011, 49 letters were sent to various interested parties requesting comment and announcing the upcoming public hearing on April 18, 2011, concerning the Annual Plan.

Tentative: On April 18, 2011 a public hearing was held. No public comments were received. Also on April 18, 2011 the City Council approved the 2011-2012 Annual Action Plan.

Tentative: On April 26, 2011, an article was published in the Wyoming Advance newspaper, which announced approval of the plan by the City Council and that the plan would be submitted to HUD on or about May 12, 2011. No public comments have been submitted to date.

## **Institutional Structure**

The City will continue to work with other City departments, neighboring cities and area housing non-profits, such as Habitat for Humanity and Home Repair Services.

## **Monitoring**

Each year, the Community Development Committee, made up of City residents, establishes an Annual Plan, based on the City's Five Year Consolidated Housing and Community Development Plan.

During the next year, the Community Services Director and CDBG Staff of the City's Planning and Development Department will regularly monitor all spending and project coordination aspects of the CDBG Program to ensure long-term compliance with program requirements and comprehensive planning, based on HUD rules and the goals and objectives in the established Annual Plan and the Five Year Plan.

During the next year, an internal City budgeting and accounting system will be used to ensure monies spent are tracked and maintained within budgeted amounts. An annual single audit will be performed this year by an independent auditor. Timeliness of expenditures will be regularly monitored this year by the Planning and Community Development Department's Community Development Coordinator. At the end of the fiscal year, the results of the year's expenditures will be reported in the Consolidated Annual Performance and Evaluation Report (CAPER). The Wyoming CDBG program has no subrecipients.

## **Lead-based Paint**

1. The city will integrate lead hazard evaluation and reduction activities into all CDBG housing rehabilitation programs.
2. The city will provide CDBG housing rehabilitation applicants with applicable information of the hazards of lead-based paint poisoning.

## **HOUSING**

### **Specific Housing Activities**

1. The following housing activities will be undertaken during the next year:
  - a. Acquisition funds could be used to acquire properties in floodway areas (\$1,000).
  - b. Disposition funds will be used on housing acquired from HUD Dollar Home Sales Program. These funds will be used for closing and maintenance costs, prior to being sold to low/moderate income families (\$500).
  - c. Clearance funds could be used in low/moderate-income areas for needed dilapidated garage demolition. This fund may also be used for the clearance of any blighting properties from the HUD Dollar Homes Program that are not economically repairable (\$20,000).
  - d. Single Unit Residential Rehabilitation- Loans and deferred loans for housing repairs for low-income families, using Block Grant funds (\$150,000).
  - e. Single Unit Residential Rehabilitation Loans and Deferred Loans for housing repairs for low- and moderate-income families, using revolving funds (\$45,000).
  - f. Home Rehabilitation Services such as handicapped access, minor repairs, tool lending, building supplies and repair schooling (\$75,000).
  - g. Rehabilitation Administration funds for administration of rehabilitation programs. Also includes administrative services for clearance activities and acquisition of substandard properties. (\$81,780).
2. The above noted activities will be funded with CDBG Funds.

### **Needs of Public Housing**

1. The Wyoming Public Housing Authority works separately to operate their housing programs.
-

2. On occasion our Planning Department works with the PHA on such items as housing displaced persons and assisting with a Public Housing for Sale Program.

### **Barriers to Affordable Housing**

1. A Staff person is a member of an area wide 'Work Force Housing Committee' dedicated to promote affordable housing. This committee is sponsored by the area's Home Builders Association of Greater Grand Rapids.
2. A Staff person is a member of an area wide 'Foreclosure Task Force', working on solutions to address the rise in area home foreclosures.

### **HOME/ American Dream Down payment Initiative (ADDI)**

We are not a Participating Jurisdiction and do not plan to apply for ADDI funds.

## **HOMELESS**

### **Specific Homeless Prevention Elements**

1. As noted throughout the Five Year Consolidated Strategic Plan, the city considers the homeless population problem to be a metropolitan-wide issue, with no documented homeless within the city itself. Homelessness and special needs populations are assisted by countywide agencies and non-profit organizations. However, in its zoning policies, the city has worked to promote more facilities for special needs populations particularly with Planned Unit Developments. Four of the five PUDs in the city have completed or are planned for some special needs housing. The Bayberry Farms PUD, southwest of 56<sup>th</sup> St SW and Byron Center Ave SW, has completed 64 units of senior, 40% assisted housing. The Rivertown Park PUD, northwest of 52<sup>nd</sup> St SW and Ivanrest Ave SW, is planned to provide 185 assisted living units. Also, Aurora Ponds Apartments, northeast of 56<sup>th</sup> St and Byron Center Ave SW, contains 130 units of non-assisted senior housing units. Although the city does not have the resources to devote to specific funding of any programs for these persons, it will continue to consider the needs of these populations and cooperate in metropolitan initiatives on these issues. The Wyoming Public Housing Commission houses seniors and low income families and continually applies for funding of new public housing units as well as new HUD vouchers for Section 8 units within the rental community.

### **Emergency Shelter Grants (ESG)**

This is for States only.

## COMMUNITY DEVELOPMENT

### Community Development – Non-Housing

1. The following non-housing community development activities will be undertaken during the next year:
  - a. Senior Center Improvements: 61,649 seniors, using the Center's services, would have access to improvements and renovations to the Senior Center at 2380 DeHoop Ave SW in Wyoming, for the purpose of providing a suitable environment (\$10,000).
  - b. Hillcroft Park Improvements: 893 persons, using the park facilities and services, would have access to improvements and renovations at Hillcroft Park at 340 32<sup>nd</sup> St SW in Wyoming, for the purpose of providing a suitable environment (CT 136 BG 2, bounded on the North by 32<sup>nd</sup> St SW, on the East by South Division, on the South by 36<sup>th</sup> St SW and on the West by US 131) (\$15,000).
  - c. Commercial Rehabilitation: 3% interest Loans to businesses in low- and moderate-income areas for facade improvements and code items (\$500).
  - d. General Administration funds for the administration of HUD programs (\$109,977).
  - e. Zoning Revision: All (72,125) Wyoming residents will have affordable revisions to the City's Zoning Code for the purpose of providing a suitable living environment (\$4,000).
  - f. Fair Housing Services: All (72,125) Wyoming residents will have access to fair housing testing and complaint follow up services for the purpose of providing a suitable living environment (\$17,000).
2. The above noted activities will be funded with CDBG Funds.

### Antipoverty Strategy

The city's strategy to reduce poverty relies on promoting current and future programs, which assist low-income families and senior citizens. The following programs, administered by the city, assist households in poverty by reducing their expenses for such services and/or obligations:

1. Community Development Block Grant:  
Loans at 3% annual interest are offered to households with incomes between 50% and 80% of the area median. Deferred Loans, at zero interest, repaid, at a reduced amount, at the time of sale of the property, are offered to households with incomes below 50% of the area median.

2. Senior Center:

The following programs are available to Wyoming senior citizens:

- a. Meals at \$1.00 each
- b. Delivered meals at \$1.00 each
- c. Free legal consultation services
- d. Free medical and blood pressure screenings

3. Poverty Exemptions of Property Taxes:

The city allows for an exemption of all or a part of real and personal property taxes to those persons, as determined by the Board of Review, to be in poverty. This exemption is allowed by Michigan Public Act 306 of 1893. Not all Michigan cities offer this exemption. For example, Wyoming's neighboring cities of Grand Rapids and Kentwood do not allow this exemption. Wyoming averages 25 exemptions each year.

## NON-HOMELESS SPECIAL NEEDS HOUSING

### **Non-homeless Special Needs (91.220 (c) and (e))**

No funds are planned.

### **Housing Opportunities for People with AIDS**

No funds are planned.

### **Specific HOPWA Objectives**

We do not plan to use HOPWA funds.

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

A RESOLUTION TO APPROVE AMENDMENTS TO  
THE WYOMING COMMUNITY DEVELOPMENT  
2010/2014 FIVE-YEAR CONSOLIDATED STRATEGIC PLAN

WHEREAS, the City Council approved a Community Development Five-Year Consolidated Strategic Plan on May 3, 2010, with Resolution #23566, which covers the period from July 1, 2010 through June 30, 2015, and

WHEREAS, the Wyoming Community Development Committee has recommended the following three amendments to that plan:

1. Promote neighborhood safety and improve neighborhood property values by providing funds to pay for rental space to house various community services and neighbor-drop-in type activities to be staffed by non-profit groups, within low and moderate income areas. This item has a "High" priority.
2. Improve neighborhood property values by providing funds to acquire and demolish homes and related structures located in floodway areas, within low and moderate income areas. Relocation funds would also be offered as necessary. The vacant properties would be added to existing adjacent park or City owned property. This item has a "Low" priority.
3. Reduce blighting influences of deteriorating structures and garages by offering grants to owners to clear such buildings, within low and moderate income areas. This item has a "Medium" priority, and,

WHEREAS, two Public Hearings were held on February 16, 2011 and on April 18, 2011 on this matter, now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby adopt the three amendments listed above to the Wyoming Community Development 2010/2014 Five-Year Consolidated Strategic Plan.

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 18th day of April, 2011.

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

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

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

A RESOLUTION TO APPROVE A NEW PERSONAL PROPERTY  
EXEMPTION APPLICATION AND TO APPROVE  
A PROPERTY TAX EXEMPTION AGREEMENT FOR  
GM COMPONENTS HOLDINGS, LLC

Whereas, Act 328 of the Public Acts of Michigan of 1998, as amended MCL 211.9f (“Act 328”), authorizes the governing body of an “eligible local assessing district” to adopt a resolution to exempt from the collection of taxes under the Michigan General Property Tax Act all new personal property owned by an eligible business; and

Whereas, GM Components Holdings, LLC, a manufacturing eligible business under Act 328, has filed an application for Exemption of New Personal Property; and

Whereas, GM Components Holdings, LLC intends to acquire and install new personal property at its facility located at 2100 Burlingame Avenue, SW, in the City, said facility being located within an “eligible district” as defined in subsection 7(e) of Act 328; and

Whereas, the Wyoming City Council has determined that the acquisition and installation of new personal property by Hamilton Truss at its facility in the City will reduce unemployment, promote economic growth, and increase capital investment in the City; and

Whereas, before acting on GM Components Holdings, LLC’s application, the Wyoming City Council held a public hearing on April 18, 2011, at Wyoming City Hall, at which a representative of GM Components Holdings, LLC, the City Assessor and representatives of the effected taxing jurisdictions were given written notice and were afforded an opportunity to be heard; and

Whereas, the Wyoming City Council has determined to enter into a Property Tax Exemption Agreement with GM Components Holdings, LLC, in the form attached as Exhibit A (the “Agreement”), finding it to be in the best interests of Wyoming after considering all of the factors and issues recited in the Agreement.

Now, therefore, be it resolved as follows:

1. The Wyoming City Council finds and determines that the granting of the Exemption of New Personal Property under Act 328 to Hamilton Truss, LLC shall not have the effect of substantially impeding the operation, or impairing the financial soundness of the taxing unit which levies ad valorem property taxes in the City.
2. The Application for Exemption of New Personal Property filed by GM Components Holdings, LLC and dated March 24, 2011, for new personal property installed at 2100 Clay Avenue SW, in the City of Wyoming, is hereby approved for a period of 20 years, subject to the terms and conditions of the Agreement.
3. The Agreement is approved in all respects. The Mayor and City Clerk are authorized and directed to execute the Agreement on behalf of the City.

4. The City Clerk is authorized and directed to file a copy of this Resolution and the fully executed Agreement with the Michigan Tax Commission.

5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

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 18<sup>th</sup> day of April, 2011.

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Heidi A. Isakson  
Wyoming City Clerk

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

## NEW PROPERTY TAX EXEMPTION AGREEMENT

This New Real Property Tax Exemption Agreement is made as of \_\_\_\_\_, 2011, by the City of Wyoming, a Michigan municipal corporation, the principal business address of which is 1155 28th Street, SW, PO Box 905, Wyoming, MI 49509-0905 (the "**City**") and GM Components Holdings, LLC, a Michigan limited liability company, the principal business address of which is Property Mailing Code: 482-C16-B16, P.O. Box 300, Detroit, MI 48265-3000 and the local business address of which is 2100 Burlingame Avenue, SW, Wyoming, MI 49509 ("**GM**").

### RECITALS

- A. GM desires to improve its facility located at 2100 Burlingame Avenue, SW, Wyoming, MI 49509 (the "**GM Site**") and to install machinery and equipment at the GM Site (the "**Personal Property**") beginning after April 18, 2011.
- B. The Personal Property is anticipated to cost \$15-20 million and GM anticipates to provide zero new full-time equivalent jobs and retain 60 existing jobs on the Site (the "**GM Jobs**").
- C. GM has applied for an exemption of personal property taxes on the Personal Property pursuant to 1998 PA 328, as amended, MCL 211.9f ("**Act 328**").
- D. For the reasons provided above, the City is amenable to granting a tax exemption on the Personal Property, but seeks assurance that the anticipated Hamilton investment and job growth occurs.

### TERMS AND CONDITIONS

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

- 1. GM's Acknowledgements, Representations and Covenants. On or about March 28, 2011, GM filed with the City an "Application for Exemption of New Personal Property," Michigan Department of Treasury Form 3427 (Rev. 5-06), seeking, pursuant to Act 328, an exemption of all personal property taxes that would otherwise be levied against the Personal Property (the "**Application**"). The City Council's approval of the Application at its meeting of April 18, 2011, was based in significant part on each of the following representations and covenants such that, if GM had not made each of them, the City Council would not have approved the Application.
  - a. GM expects to invest at least \$15-20 million in acquiring and installing the Personal Property within the GM Site.
  - b. GM expects GM Jobs to include up to 60 full-time equivalent jobs will be retained on the site.
  - c. GM expects that all of the GM Jobs will remain at the GM Site for not less than 20 years.
- 2. Annual Certification and Record Keeping.
  - a. GM will file a separate personal property statement in the form required under Michigan law for all Personal Property for each year that the exemption is in effect. These statements will be filed no later than February 20 following each year of the exemption.
  - b. GM will keep sufficient personal property fixed asset records to determine which items of personal property on the GM Site are covered by the exemption and which are not.
  - c. No later than February 20 following each year that the exemption is in effect, GM will file an annual letter certifying as of the previous December 31 the number of full-time equivalent jobs at the GM Site and an indication of the annual pay range (without revealing confidential information). The first letter will be due on February 20, 2012, and the last one will be due on

February 20 following the year in which the exemption expires or is terminated. Each letter shall include a certification that its contents are true to the best knowledge of the person signing the letter.

3. Term, Termination and Extension.

a. Except as otherwise provided in this Section, this Agreement shall terminate two years after the last day the exemption is effective, on December 31, 2034.

b. The City Council may revoke the exemption if it determines that the Personal Property is not installed, or if GM has failed to meet the employment goals as provided in this Agreement.

c. If, during the period of time including the term of this Agreement, GM (i) moves more than 10% of the Personal Property outside the City, or (ii) moves from the GM Site, or, (iii) fails to create or retain the promised jobs, then the City Council may require payment to the City and other taxing units of the taxes that would have been paid if the exemption had not been granted.

d. If the City Council wishes to consider a resolution seeking the revocation of the tax exemption, the City shall provide GM written notice of and an opportunity to address the City Council prior to formally considering any such action.

4. Miscellaneous.

a. This is the entire agreement between the parties as to its subject. It may not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

b. This Agreement and the rights and obligations under this Agreement are unassignable and non-transferable without the consent of the other party. It shall, however, be binding upon any successors or permitted assigns of the parties.

c. This Agreement shall terminate when all reimbursements required under this Agreement have been made or upon the expiration of the obligation to make such reimbursements, whichever occurs first.

d. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

e. Notices shall be made by personal delivery or by FED EX, UPS or some other delivery service that provides notification to the sender of the delivery date and time sent to the address first given above or such other address as is provided by notice to the other party.

f. The City's ability to terminate the Exemption is the City's sole remedy against GM for any breach of this Agreement or failure by GM to achieve levels of job creation or capital investment.

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

CITY OF WYOMING

GM COMPONENTS HOLDINGS, LLC

By: \_\_\_\_\_  
Jack Poll, Mayor

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

By: \_\_\_\_\_  
Heidi Isakson, City Clerk

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

4/18/2011

RR:rr

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

RESOLUTION TO AMEND RESOLUTION NUMBER 23328 PERTAINING TO BID  
AWARD FOR TREE TRIMMING AND REMOVAL

WHEREAS, on July 6, 2009 the City Council approved Resolution Number 23328 awarding Procure Tree Service, LLC, the low bidder, to perform services related to tree trimming and removal for fiscal years 2010 through 2012, and

WHEREAS, although the bid was written in broad language allowing the bid to support needs in all city operations, Public Works, Parks and Recreation, etc., Resolution Number 23328 was written in such a way as to limit the use of the bid to only maintaining tree trimming and removal within parkways and easements, and

WHEREAS, the limitation written within the original resolution only recently came to light in March 2011 while the Parks and Recreation Department has been using the awarded bid for its tree trimming and removal needs within the park system beginning in fiscal year 2010, and

WHEREAS, it is deemed that the public bid process and low-bid award's integrity remains should the resolution be amended to include use by the Parks and Recreation Department, and

WHEREAS, sufficient funds have been budgeted in the Park Facilities Repairs and Maintenance Account, 208-752-75600-930.000 and the Park Facilities Project Costs 208-752-75600-967.000, now, therefore

BE IT RESOLVED that the City Council amends its Resolution Number 23328 to include maintaining trees within City of Wyoming parks.

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 18th day of April, 2011.

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

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

7/6/09  
WDD;jaj

RESOLUTION NO. 23328

RESOLUTION TO AWARD THE BID FOR TREE TRIMMING AND REMOVAL

WHEREAS, on June 16, 2009, the City received three bids for Tree Trimming and Removal (2009 – 2012), and

WHEREAS, the City maintains the trees in the parkways and easements that periodically need to be trimmed or removed, and

WHEREAS, it is in the City's best interest to award the bid to the low bidder, Procure Tree Service, LLC whose bid is as follows:

<u>Fiscal Year</u>	<u>Bid</u>
2009/2010	\$24,138.33
2010/2011	\$24,138.33
2011/2012	\$24,138.33, and

WHEREAS, sufficient funds have been budgeted in the Major Street Maintenance Account, 202-441-46300-930.000 and the Local Street Maintenance Account, 203-441-46300-930.000, now, therefore

BE IT RESOLVED that the City Council awards the bid for Tree Trimming and Removal to Procure Tree Service, LLC.

Councilmember Ver Hulst moved, seconded by Councilmember Vanderwood, that the above Resolution be adopted.

Motion carried: 7 Yeas, 0 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 6th day of July, 2009.

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

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

RESOLUTION TO ACCEPT A PROPOSAL FROM  
CENTURY 21 ACC-SELL  
FOR REAL ESTATE BROKERAGE SERVICES

WHEREAS, on Tuesday, April 5, 2011 proposals were received in answer to the City's invitation to submit proposals for real estate brokerage services, and

WHEREAS, the City's Community Services Director has detailed in the attached memorandum the need for real estate brokerage services to sell properties that have been bought and repaired with Neighborhood Stabilization Program (NSP) funds, and

WHEREAS, funds for the real estate brokerage services are budgeted in account number 256-401-69210-956040, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby accept the attached proposal from Century 21 ACC-SELL for real estate brokerage services for NSP properties.

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 18th day of April, 2011.

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

Attachments: Memorandum  
Bid Proposal

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

## MEMORANDUM

DATE: April 5, 2011

TO: Curtis Holt, City Manager

FROM: Rebecca L. Rynbrandt, Community Services Director

CC: Barb VanDuren, Deputy City Manager  
Kim Oostindie, Human Resources Supervisor  
Patrick T. Gaffney, Community Development Coordinator

SUBJECT: Award of Bid for Real Estate Brokerage Services

Several weeks ago, Councilmember Dan Burrill inquired of me if municipalities were exempt from a state law limiting the number of homes a non-licensed realtor is able to sell within a given year. His comments were directed to our Neighborhood Stabilization Program (NSP), grant funded by the Michigan State Housing and Development Authority (MSHDA), in which the city is working to address the foreclosure crisis by buying, rehabilitating, and selling homes to low and moderate income families. I immediately directed Patrick Gaffney to investigate the matter with MSHDA. Initially MSHDA advised that they were unaware of such a law; however their subsequent investigation with the Attorney General's office has resulted in MSHDA issuing guidance to all grantees that we are in fact limited in the number of non-licensed realtor home sales. We have exceeded our allotment. To this end we have worked with the Purchasing Department to acquire a licensed realtor to perform these valuable services.

A notice to bidders was published in the Advance Newspaper and was posted on the City web site for two weeks. Eighteen (18) invitations to bid were sent to prospective bidders. On April 5, 2011, the City received three (3) sealed bids for brokerage services. The bids received are as shown on the attached tabulation sheet.

Again, real estate brokerage services are needed to sell properties that have been bought and repaired with NSP funds. Using these brokerage services, repaired NSP properties will be listed in the Grand Rapids area Multiple Listing Service (MLS) and will have exposure to 150 web sites. The realtor will also assist with the closing of the property. Sufficient acquisition funds are allocated in NSP account number 256-401-69210-956.040.

After reviewing the bids, it is recommended that Purchasing prepare the necessary resolution and that the City Council award the bid for real estate brokerage services to the low bidder, Prudential Preferred Realtors at the April 18, 2011 regular Council meeting.

I am prepared to address any concerns or questions that you may have and will stand ready to present on this matter at the April 11, 2011 work session if that is your desire.

H. All bidders shall include with their proposals a list of at least three (3) current references for whom comparable work has been performed.

- 1) This list shall include:
- Company Name
  - Person to Contact
  - Address
  - Telephone Number
  - Fax Number
  - E-Mail Address
  - Nature of the work performed

- 2) Failure to include references may be cause for rejection of the proposal. Bidder shall hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.



**PROPOSAL FORM**

State price for providing real estate brokerage services as per the specifications contained herein:

Any Broker Administrative Fee: \$ 195.00 per sale

Broker Fee (percent of purchase price): 5 1/2 % per sale

Any Cooperating Broker Fee (paid out of Broker Fee) (percent of purchase price): 3 % per sale

COMPANY Century 21 Acc-Sell

ADDRESS 1388 Baldwin St

CITY Jenison STATE mi ZIP 49428

AUTHORIZED BY (Please Print) Richard A Voorhies DATE 3-31-11

AUTHORIZED SIGNATURE (required) Richard A Voorhies

PHONE 616-457-2000 CELL PHONE 616-723-3336 FAX 616-457-6141

E-MAIL voorhies@grar.com WEB SITE: www.century21.com/real  
estateoffice/Jenison/MI/AccSell/  
10003280



**Acc-Sell**  
1388 Baldwin SW  
Jenison, Michigan 49428  
(616) 457-2000

1013 Aberdeen Way  
Hudsonville Mi 49426

Phone 616-893-2039  
Fax 616-457-6141  
E-mail  
pamsegard@grar.com

## **Pam Segard**

---

**Objective** To continue to utilize growth to my Real Estate Career by assisting buyers and sellers in all aspects of purchasing... achieving their goal to owning a home

**Work experience** I have been selling Real Estate from 2005 to present for Century 21 Acc-Sell, 1388 Baldwin St, Jenison, MI 49428

Assisting Lehman and Lehman in foreclosure paperwork. Including, BPO forms that were required to be completed online and in a timed situation, working with 50-80 listings at a time. 2008-2009

Assisting Sellers and Buyers with any type of Real Estate transactions including Foreclosures, Estate Properties, HUD Homes, Short Sales, Vacant Properties,

**Education** Grandville High School 1973 -1977

Grand Rapids Real Estate 2005



**Acc-Sell**

1388 Baldwin SW  
Jenison, Michigan 49428  
(616) 457-2000

**Accreditations** Real Estate License from the State of Michigan Sept 2005  
**and licenses** Continuing Education requirement is completed for the  
2011 year



**Acc-Sell**  
1388 Baldwin SW  
Jenison, Michigan 49428  
(616) 457-2000

2431 Fox Run Rd  
Wyoming Mi 49519

Phone 616-520-5518  
Fax 616-457-6141  
E-mail [dougd@grar.com](mailto:dougd@grar.com)

## Doug Dreyer

---

### **Objective**

To help determine Buyer and Seller needs and wants to find them a home or sell their present home and to make their real estate experience stress-free. Together with Century21 Acc-Sell Realty we will make sure that they get the most out of their real estate transaction by taking advantage of cutting edge technology, market research and marketing strategies.

### **Work experience**

I have been selling Real Estate from 1995 to present for Century 21 Acc-Sell, 1388 Baldwin St, Jenison, MI 49428

Assisting Sellers and Buyers with Residential Real Estate Properties, Foreclosures, HUD Homes, Short Sales, Estate Properties, Lots and Vacant Land.

Assisting Lehman and Lehman Associates from 2006 to 2010 in foreclosure properties and paperwork. Including: Photographing Properties, Broker Price Opinions and BPO forms that were required to be completed online in a timed situation to holding Asset management companies. Monitoring an inventory of properties totaling 50 to 125 and any given time.

*Each Office Is Independently Owned And Operated*



**Acc-Sell**

1388 Baldwin SW  
Jenison, Michigan 49428  
(616) 457-2000

**Education**

Godwin Heights High School 1974 -1978

Jordan College 1991-1993

Grand Rapids Com. College 1993 - 1994

Grand Rapids Real Estate 1995

**Accreditations**

Real Estate License from the State of Michigan Mar 1995

**and licenses**

Continuing Education requirement is completed for the 2011 year

## Agent Production & Inventory Report

Report run on 03/30/11 at 1:54pm

Page 1

Sale Transactions Only For: Pam J Segard Property Types: All Statuses: All Sold Date: (01/01/2010 to 03/30/2011)

### Production Section

	Count	List \$ Volume	Sold \$ Volume	Avg List Price	Avg Sold Price	SP % LP
Total Sold / Entire MLS	32196	\$4,020,862,876	\$3,635,232,965	\$124,887	\$112,909	90.41
I Listed / I Sold	0	0	0	0	0	0.00
I Listed / In House Sold	0	0	0	0	0	0.00
In House Listed / I Sold	0	0	0	0	0	0.00
I Listed / Co-Broker Sold	4	\$989,600	\$934,000	\$247,400	\$233,500	94.38
Co-Broker Listed / I Sold	5	\$480,600	\$480,200	\$96,120	\$96,040	99.92
Total	9	\$1,470,200	\$1,414,200			

Sale Transactions Only For: Pam J Segard Property Types: All Statuses: All

### Inventory Section

#### Residential

Status	Count	Total Price	Average Price
Active	2	\$324,900	\$162,450
Expired	17	\$2,480,499	\$145,912
Sold	14	\$2,176,121	\$155,437
Total:	33	\$4,981,520	\$150,955

#### Vacant Land

Status	Count	Total Price	Average Price
Expired	1	\$279,900	\$279,900
Total:	1	\$279,900	\$279,900

Report Total: 34 \$5,261,420

Prepared By: Pam J Segard / Century 21 Acc-Sell

All information contained herein should be deemed reliable but not guaranteed, all representations are approximate, and individual verification is recommended.

# Agent Production & Inventory Report

Report run on 03/30/11 at 1:47pm

Page 1

Sale Transactions Only    For: Doug Dreyer    Property Type: Residential    Statuses: Active, Pending, Sold    Sold Date: (01/01/2010 to 03/30/2011)

## Production Section

	Count	List \$ Volume	Sold \$ Volume	Avg List Price	Avg Sold Price	SP % LP
Total Sold / Entire MLS	28865	\$3,705,970,415	\$3,366,227,419	\$128,390	\$116,620	90.83
I Listed / I Sold	1	\$15,900	\$14,500	\$15,900	\$14,500	91.19
I Listed / In House Sold	0	0	0	0	0	0.00
In House Listed / I Sold	0	0	0	0	0	0.00
I Listed / Co-Broker Sold	0	0	0	0	0	0.00
Co-Broker Listed / I Sold	5	\$499,476	\$481,700	\$99,895	\$96,340	96.44
<b>Total</b>	<b>6</b>	<b>\$515,376</b>	<b>\$496,200</b>			

Sale Transactions Only    For: Doug Dreyer    Property Type: Residential    Statuses: Active, Pending, Sold

## Inventory Section

### Residential

Status	Count	Total Price	Average Price
Active	7	\$800,000	\$114,286
Sold	29	\$3,184,950	\$109,826
<b>Total:</b>	<b>36</b>	<b>\$3,984,950</b>	<b>\$110,693</b>
<b>Report Total:</b>	<b>36</b>	<b>\$3,984,950</b>	

*Prepared By: Doug Dreyer / Century 21 Acc-Sell*

All information contained herein should be deemed reliable but not guaranteed, all representations are approximate, and individual verification is recommended.

JENNIFER M. GRANHOLM  
GOVERNOR

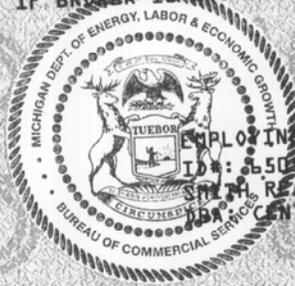
STATE OF MICHIGAN

A0983921

DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH

REAL ESTATE SALESPERSON LICENSE  
(VOID IF BROKER IS NOT LICENSED)

LICENSEE  
PAMELA J SEGARD  
8910 24TH AVE  
JENISON, MI 49428



EMPLOYING BROKER  
ID: 6506190263  
FRANK REALTY OF JENISON CO., FRANK  
CENTURY 21 ACC-SELL

PERMANENT I.D. NO.  
6501339744

EXPIRATION DATE  
10/31/2012

AUDIT NO.  
43762

THIS DOCUMENT IS DULY ISSUED  
UNDER THE LAWS OF THE STATE  
OF MICHIGAN.

JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN

A1013747

DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH

REAL ESTATE SALESPERSON LICENSE  
(VOID IF BROKER IS NOT LICENSED)

LICENSEE  
DOUGLAS SCOTT DREYER  
2361 MICHAEL AVE SW  
APT #3  
WYOMING, MI 49509



EMPLOYING BROKER

ID# 6505190263

SMITH REALTY OF JENISON CO., FRANK  
CENTURY 21 ACC-SELL

PERMANENT ID. NO.  
6501272653

EXPIRATION DATE  
10/31/2012

AUDIT NO.  
66508

THIS DOCUMENT IS DULY ISSUED  
UNDER THE LAWS OF THE STATE  
OF MICHIGAN.



**Acc-Sell**

1388 Baldwin SW  
Jenison, Michigan 49428  
(616) 457-2000

**Marketing Plan**

All Properties will be marketed by the Century 21 Gold Post in the yard  
Properties will be marketed on the GRAR Multiple Listing Service.  
Properties to be placed upon many online sites such as Trulia, Zillow, Realtor.com,  
Century21.com, Facebook, Marketplace, Postlets, Backpage, Craigslist etc.  
Flyers put at each property  
Open Houses to be held on properties if required by seller

**Past Experience**

Doug and Pam worked well together as part of a team doing Foreclosure work for  
Lehman and Lehman. This includes: Taking photos of subject properties, doing Broker  
Price Opinions, and submitting them to Asset Management Companies in a timed manner  
to maintain deadlines. Contact at Lehman & Lehman is Ed Lehman 616-340-1880  
Both have also sold many properties that have been in foreclosure or short sale status.

**Disciplinary action**

Both Doug Dreyer and Pam Segard are in good standing with the GRAR, MAR and NAR  
and have never had a complaint, review or disciplinary action taken against them

**Current workload and availability**

The number of listings that Pam Segard currently has is 2.  
The number of listings that Doug Dreyer currently has is 7.  
Proof of work load is on Agent Production and Inventory Report  
Availability is Mon-Sun 8am- 10 pm

**Notice needed to respond and hours of operation**

We need 20 min to 1 hour to respond.  
Hours of operation are Mon-Sun 8am-10 pm



**Acc-Sell**

1388 Baldwin SW  
Jenison, Michigan 49428  
(616) 457-2000

**About Century 21 Acc-Sell**

Richard Voorhies , Broker since 1978 is a well respected businessman in the community and is in good standing with the Grand Rapids Area Realtor Board. He has served as the GRAR Board President and served on several committees such as the Grievance and Ethics Committees.

Century 21 Acc-Sell has been doing business in the West Michigan area since 1982 and has won numerous awards for customer service and volume sold and is currently ranked 28<sup>th</sup> in the five state Great Lakes Area Region in sales volume for this year.



**Acc-Sell**

1388 Baldwin SW  
Jenison, Michigan 49428  
(616) 457-2000

**References for Pam Segard**

**JW INSPECTIONS**

John Wade  
4001 Bedaki Ave  
Lowell MI 49331  
616-889-0043 cell  
616-691-8442 fax  
johnwade7@comcast.net  
Inspector

**MIDSTATE TITLE AGENCY**

Sandra Swanson  
4475 Wilson Ave SW Suite 8  
Grandville Mi 49418  
616-261-0700 x 3425  
616-261-7185 fax  
sswanson@midstatetitle.net  
Escrow officer of title agency

**PRIORITY REAL ESTATE**

Sam Prince  
1345 Monroe NW  
Grand Rapids MI 49505  
616-308-0067 cell  
616-272-4589 fax  
sam@ppmmi.com  
Loan Officer

**References for Doug Dreyer**

**MIDSTATE TITLE AGENCY**

Tami Ebel  
4475 Wilson Ave SW Suite 8  
Grandville Mi 49418  
616-261-0700 x 3425  
616-261-7185 fax  
tebel@midstatetitle.net  
Escrow officer of title agency

**EXECUTIVE MORTGAGE OF MICHIGAN LLC**

Michelle Baker  
204 W Washington St  
Greenville MI 48838  
616-485-8935 Cell  
616-225-9701 fax  
mbaker@execmortgageofmi.com  
Mortgage Loan Officer

**JW INSPECTIONS**

John Wade  
4001 Bedaki Ave  
Lowell MI 49331  
616-889-0043 cell  
616-691-8442 fax  
johnwade7@comcast.net  
Inspector

*Each Office Is Independently Owned And Operated*

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

RESOLUTION TO ACCEPT A PROPOSAL FROM  
PRUDENTIAL PREFERRED REALTORS FOR REAL ESTATE BROKERAGE SERVICES

WHEREAS, on Tuesday, April 5, 2011 proposals were received in answer to the City's invitation to submit proposals for real estate brokerage services, and

WHEREAS, the City's Community Services Director has detailed in the attached memorandum the need for real estate brokerage services to sell properties that have been bought and repaired with Neighborhood Stabilization Program (NSP) funds, and

WHEREAS, funds for the real estate brokerage services are budgeted in account number 256-401-69210-956040, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby accept the attached proposal from Prudential Preferred, Realtors for real estate brokerage services for NSP properties.

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 18th day of April, 2011.

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

Attachments: Memorandum  
Bid Proposal

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

## MEMORANDUM

DATE: April 5, 2011

TO: Curtis Holt, City Manager

FROM: Rebecca L. Rynbrandt, Community Services Director

CC: Barb VanDuren, Deputy City Manager  
Kim Oostindie, Human Resources Supervisor  
Patrick T. Gaffney, Community Development Coordinator

SUBJECT: Award of Bid for Real Estate Brokerage Services

Several weeks ago, Councilmember Dan Burrill inquired of me if municipalities were exempt from a state law limiting the number of homes a non-licensed realtor is able to sell within a given year. His comments were directed to our Neighborhood Stabilization Program (NSP), grant funded by the Michigan State Housing and Development Authority (MSHDA), in which the city is working to address the foreclosure crisis by buying, rehabilitating, and selling homes to low and moderate income families. I immediately directed Patrick Gaffney to investigate the matter with MSHDA. Initially MSHDA advised that they were unaware of such a law; however their subsequent investigation with the Attorney General's office has resulted in MSHDA issuing guidance to all grantees that we are in fact limited in the number of non-licensed realtor home sales. We have exceeded our allotment. To this end we have worked with the Purchasing Department to acquire a licensed realtor to perform these valuable services.

A notice to bidders was published in the Advance Newspaper and was posted on the City web site for two weeks. Eighteen (18) invitations to bid were sent to prospective bidders. On April 5, 2011, the City received three (3) sealed bids for brokerage services. The bids received are as shown on the attached tabulation sheet.

Again, real estate brokerage services are needed to sell properties that have been bought and repaired with NSP funds. Using these brokerage services, repaired NSP properties will be listed in the Grand Rapids area Multiple Listing Service (MLS) and will have exposure to 150 web sites. The realtor will also assist with the closing of the property. Sufficient acquisition funds are allocated in NSP account number 256-401-69210-956.040.

After reviewing the bids, it is recommended that Purchasing prepare the necessary resolution and that the City Council award the bid for real estate brokerage services to the low bidder, Prudential Preferred Realtors at the April 18, 2011 regular Council meeting.

I am prepared to address any concerns or questions that you may have and will stand ready to present on this matter at the April 11, 2011 work session if that is your desire.



Prudential Preferred, REALTORS®  
3000 East Beltline NE  
Grand Rapids, MI 49525  
Bus 616 364 9551 Fax 616 364-7559  
WWW.PPRMI.COM

LOG IN: [mdubridge@gmail.com](mailto:mdubridge@gmail.com)

April, 1, 2011

City of Wyoming,

Please consider Prudential Preferred, REALTORS Mark DuBridg and Matt Preston to represent the City of Wyoming as an exclusive Seller's Agent in the marketing and selling of their Neighborhood Stabilization Program properties. The posting for bid proposal for Real Estate Broker Services was seen in the Advance Newspaper and City of Wyoming website.

The listing brokerage fee shall be 3% of the sale price, the selling cooperating brokerage fee of 2.5% of the sale price for a total of 5.5% with zero Broker flat fee.

Included with the bid documents are the last 12 months of closed and pending sales for both Mark DuBridg and Matt Preston. Active or current listings are also reported as a current work load, with a capability of managing over 50 listings.

Current listings with photo display can be seen at [www.DuBridgeHomes.com](http://www.DuBridgeHomes.com).

Association Broker, Mark DuBridg with 30 years experience and a top producer at Prudential Preferred, REALTORS. Matt Preston licensed 5 years as a sales associate specializing and living in the Wyoming area, over the past 2 years has sold over 35 REO and HUD properties to homeowners and investors. As a team we have previously worked with The City of Wyoming in securing foreclosed properties for the Neighborhood Stabilization Program.

We have attended training for Designated HUD Selling Program, Floyd Wickman's Short Sale/Foreclosure Survival workshop, Prudential's and Grand Rapids Association of REALTORS Short Sale and Foreclosure training for distressed homeowners.

There has been no disciplinary action ever taken against either applicants. Response time for inquiries is within 2 hours from 8:00 A.M.-9:00 P.M. Daily.

A list of current references is also included. We appreciate your consideration and look forward to speaking with you soon.

Sincerely,  
  
Mark DuBridg  
616-447-5021 Office  
616-293-5225  
[mdubridge@grar.com](mailto:mdubridge@grar.com)  
[www.DuBridgeHomes.com](http://www.DuBridgeHomes.com)

  
Matt Preston  
616-447-7047 Office  
616-292-5167 Cell  
[mattpreston@pprmi.com](mailto:mattpreston@pprmi.com)



Prudential Preferred, REALTORS®  
3000 East Beltline NE  
Grand Rapids, MI 49525  
Bus 616 364-9551 Fax 616 364-7559  
WWW.PPRMI.COM

[mdubridge@gmail.com](mailto:mdubridge@gmail.com)

#### REFERENCES

Hungerford, Aldren Niclols and Carter, C.P.A.  
Dan Cater  
2910 Lucerne Dr SE  
Grand Rapids, MI 49546  
616.446.5230-Cell  
616.949.7720-Fax  
[dcarter@hanc.com](mailto:dcarter@hanc.com)

Assisted in the purchase and sale of several residential properties, conversion of 36 unit apartment building to condominiums for resale.

Complete Flooring and Interior Design  
Don Dodgson  
1116 Plainfield Ave NE  
Grand Rapids, MI 49503  
616.291.4570-Cell  
616.774.0097-Fax  
[don@completeflooringinteriors.com](mailto:don@completeflooringinteriors.com)

Helped acquire several properties for rehab and resale.

Phillips Properties, LLC  
Cheryl Phillips  
3439 4 Mile Rd NE  
Grand Rapids, MI 49525  
616.308.5500-Cell  
[cheryl2pp@aol.com](mailto:cheryl2pp@aol.com)

Acquired several REO and HUD properties for resale and leasing.



**Prudential Preferred, REALTORS®**  
3000 East Beltline NE  
Grand Rapids, MI 49525  
Bus 616 364-9551 Fax 616 364 7559  
WWW.PPRMI.COM

#### REFERENCES CONTINUED

City of Wyoming  
Patrick Gaffney  
1155 28<sup>th</sup> St SW  
Wyoming, MI 49509  
616.530.7219  
616.249.3443-Fax  
[gaffney@ci.wyoming.mi.us](mailto:gaffney@ci.wyoming.mi.us)

Buyers agent in securing several HUD and REO foreclosures for Neighborhood Stabilization Program

H. All bidders shall include with their proposals a list of at least three (3) current references for whom comparable work has been performed.

- 1) This list shall include:
- Company Name
  - Person to Contact
  - Address
  - Telephone Number
  - Fax Number
  - E-Mail Address
  - Nature of the work performed

- 2) Failure to include references may be cause for rejection of the proposal. Bidder shall hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.



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Any Broker Administrative Fee: \$ -0- per sale

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Any Cooperating Broker Fee (paid out of Broker Fee)  
(percent of purchase price): 2.5 % per sale

COMPANY Prudential Preferred Realtors

ADDRESS 3000 E. Beltline NE.

CITY Grand Rapids STATE MI ZIP 49525

AUTHORIZED BY (Please Print) Mark DuBridge + Matt Preston DATE 4-1-11

AUTHORIZED SIGNATURE (required) [Handwritten Signatures]

PHONE 616-447-5021 CELL PHONE 293-5225 FAX 447-5021

E-MAIL mdubridge@grar.com WEB SITE: DuBridgeHomes.com

## **SPECIALIZED MARKETING PLAN**

**Designed to maximize exposure and optimize property showings.**

- \*Submit your property to the Grand Rapids Multiple Listing Service
- \*Install a professional Prudential Real Estate Sign and electronic key box
- \*Activate internet exposure to **150** websites: *DuBridgeHomes.com, GRAR.com, PPRMI.com, Prudential.com Realtor.com, Yahoo.com, Mlive.com, woodtv.com, WOTV.com, Trulia.com, Craigslist.com, Oodle.com, Zillow.com, Realtytrac, Propsmart, Google, Frontdoor, Cyberhomes, Swimric.com, and more.*
- \*Professional Photos taken and uploaded to the websites listed above.
- \*Color brochure with photos created for your property
- \*Email your home information to my list of current buyers
- \*Digital presentation of your home at company sales meeting
- \*Send "Just Listed" postcards to selected neighborhoods
- \*Advertise in the Grand Rapids Press "classified" section
- \*E-mail weekly updates with On-Line Sellers Advantage (OSA)
- \*Schedule an open house as discussed; advertise in the Grand Rapids Press
- \*Coordinate and schedule all showing appointments
- \*Relay feedback to you on Realtor showings of the property
- \*Track all leads and follow -up with all prospective buyers
- \*Represent you and negotiate on your behalf
- \*Order all inspections, appraisals, title work, surveys, etc.
- \*Review all contracts and closing documents with you
- \*Accompany and represent you at closing
- \*Continue follow-up and service after the completion of the sale

***www.DuBridgeHomes.com***

***Mdubridge@grar.com***

***616-447-5021***





# Disclosure Regarding Real Estate Agency Relationships



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee.

A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or salesperson may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyer's agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
- represent neither the seller nor buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator

### SELLER'S AGENT

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent, and subagent owes to the seller include:

- promoting the best interests of the seller
- fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
- keeping confidential the seller's motivations for selling
- presenting all offers to the seller
- disclosing to seller all information known to the seller's agent about the identities of all buyers and the willingness of those buyers to complete the sale or to offer a higher price

### BUYER'S AGENT

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owe to the buyer include:

- promoting the best interests of the buyer
- fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
- keeping confidential the buyer's motivations for buying
- presenting all offers on behalf of the buyer
- disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price

### DUAL AGENT

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer, and may include the provision that the broker will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of personal confidences. For example, unless otherwise agreed, the dual agent broker will not disclose to the buyer that the seller might accept other than the listed price or terms; nor shall the dual agent broker disclose to the seller that the buyer might be willing to pay a higher price or terms other than offered.

### TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transactional coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- presenting a buy and sell agreement and any subsequent counter-offers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

### DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

### REAL ESTATE LICENSEE DISCLOSURE - THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):

- Seller's agent or subagent (I will not be representing the buyer unless otherwise agreed in writing.)
- Buyer's agent or subagent
- Dual agent
- Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- None of the above

### AFFILIATED LICENSEE DISCLOSURE (Check one)

- Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

This form was provided to the buyer or seller before disclosure of confidential information.


 Date 4-1-11

 Date 4-1-11  
 Licensee \_\_\_\_\_ Date \_\_\_\_\_

The undersigned  does  does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a  Buyer  Seller.

**ACKNOWLEDGMENT:** By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

Potential  Buyer  Seller (check one) \_\_\_\_\_ Date \_\_\_\_\_  
 © Grand Rapids Association of REALTORS® 2006 Rev. 1/05 Form #34

**MARK DUBRIDGE**  
**Prudential Preferred Realtors**  
**www.DuBridgeHomes.com**  
**mdubridge@grar.com**  
**616-447-5021**



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**Credentials** Licensed Realtor/ Broker and 30 years of continuous membership with the Grand Rapids Association of Realtors.

My mission is to provide the finest Real Estate service in West and Northern Michigan. Customer Service is my top priority. I will handle each transaction with the highest standards of professionalism, integrity and client care.

**Professional Expertise** Residential and Commercial Properties, Developments, New Construction, Vacant Land, Resort Properties, Investment Properties, Relocation, First Time Buyers. Marketing and Advertising.

**Education** Graduate of Grand Valley State University  
Graduate of Realtors Institute of Michigan (GRI)  
Certified Residential Specialist  
E-certified Specialist

**Professional Associations** Presidents Circle  
Leading Edge Society  
Realtor of the year  
Multi-Million Dollar Producer

**Personal Information** Civic Activities: Northview Education Foundation  
Hobbies: Hunting, Fishing, Hiking, Camping, Photography

### One Line Report

County Kent **Statuses** Active, Pending, Sold (1/1/2010 or after) **Listing Agent** (GDUBR6708) Mark C DuBridge Or **Selling Agent** (GDUBR6708) Mark C DuBridge  
Listings as of 04/01/11 at 1:05pm

**Property Type:** Residential

Status	DOM/Status		Listing#	Price	Address	City	Area	BD	BA	Approx	
	CDOM	Date								Lot Size	Square Feet
Active	63/63	01/28/11	11005908	126,500	16540 Pine Lake Ave	Sand Lake	G - 2	3	2	7.000	1196
Active	142/142	11/10/10	10054926	179,900	543 Shaw Estates	Rockford	G - 7	3	3		1665
Active	29/29	03/03/11	11011341	178,900	7474 Agawa Trl	Rockford	G - 11	4	4		1698
Active	137/321	11/15/10	10055615	114,900	4045 Miramar Ave NE	Grand Rapids	G - 12	3	1		1014
Active	84/84	01/07/11	11002450	139,900	5500 Columbine Ave	Comstock Park	G - 12	3	2	0.510	1101
Active	4/348	03/28/11	11016813	244,900	4004 Butterfly Ct NE	Grand Rapids	G - 12	3	3		1753
Active	25/25	03/07/11	11011651	269,900	4733 Firefly Dr NE	Grand Rapids	G - 12	3	4		1384
Pending	5/5	02/14/11	11007516	159,900	442 Shaw Estates Dr NE	Rockford	G - 7	4	3		1339
Pending	3/3	03/21/11	11014136	45,000	5581 Pine Island Dr NE	Comstock Park	G - 12	2	1	1.900	1008
Pending	68/374	03/24/11	11003724	169,900	795 Scottview Dr NE	Comstock Park	G - 12	3	3		1568
Pending	107/107	03/27/11	10059308	259,900	809 Maynard Ave NW	Walker	G - 27	3	4	1.600	2400
Sold	47/47	04/09/10	G776844	143,900	201 Rollingwood Dr	Rockford	G - 7	3	2		1083
Sold	27/27	04/28/10	G781311	139,900	11459 Lindy Dr	Rockford	G - 9	3	2	1.000	985
Sold	82/82	01/21/10	G762847	128,800	4230 Causeway Dr NE	Lowell	G - 10	2	1		1351
Sold	315/315	06/03/10	G758093	158,000	7565 Las Palmas Dr NE	Rockford	G - 11	4	2		1092
Sold	26/209	03/04/11	11001858	175,900	7462 Agawa NE	Rockford	G - 11	4	4		1800
Sold	8/8	07/16/10	G791739	176,000	7357 Silver Ridge Dr NE	Rockford	G - 11	3	4		1412
Sold	121/605	05/19/10	G776764	177,500	7745 Greenbrier Dr NE	Rockford	G - 11	3	3		1576
Sold	112/112	12/03/10	G794572	235,000	4530 Sunflower Rdg NE	Ada	G - 11	3	3	0.700	2231
Sold	8/190	12/17/10	10053270	59,000	3869 Vineyard Ave NE	Grand Rapids	G - 12	2	1	0.120	720
Sold	98/98	01/18/11	10044985	84,000	3332 Woodwind Dr NE	Grand Rapids	G - 12	3	1		1150
Sold	11/156	03/03/10	G776957	149,000	3174 Brockwood Dr NE	Grand Rapids	G - 12	4	3		1183
Sold	135/135	03/17/10	G768999	180,000	2143 Drew St NE	Belmont	G - 12	4	4		1830
Sold	456/456	05/20/10	G740281	300,000	4769 Stiles Crk NE	Grand Rapids	G - 12	4	4		2004
Sold	2/2	10/27/10	10046126	73,500	4635 Westshire Dr NW	Comstock Park	G - 13	3	2	1.3446	1184
Sold	183/183	06/15/10	G771258	135,000	3596 Olderidge Dr NE	Grand Rapids	G - 14	3	3		1200
Sold	139/139	09/23/10	G788938	99,000	1013 Arlington St NE	Grand Rapids	G - 25	3	2	0.110	1339
Sold	38/38	12/17/10	10049387	131,900	2039 Payton Ln NE	Grand Rapids	G - 25	1	2		1108
Sold	73/73	11/05/10	10037064	20,000	3011 Effie Pl NE	Grand Rapids	G - 26	3	1	0.170	1232
Sold	34/34	05/24/10	G775187	27,500	2051 Sinclair Ave NE	Grand Rapids	G - 26	3	1	0.180	1218
Sold	101/101	06/22/10	G777161	210,000	1717 Brandon Ridge Ct NW #15	Walker	G - 27	3	3		2490
Sold	78/78	04/12/10	G775783	121,000	646 Nordberg Ave NW	Grand Rapids	G - 29	3	2		1092
Sold	6/166	03/01/11	11002045	88,000	1751 Fulton St W	Grand Rapids	G - 30	3	2	1.2080	1650
Sold	20/20	05/14/10	G782965	89,900	1507 Powers Ave NW	Grand Rapids	G - 30	3	2		1410
Sold	48/48	04/27/10	G779294	77,900	720 Harlan Ave NE	Grand Rapids	G - 31	2	1		1056
Sold	107/107	03/24/11	10053824	135,000	971 Maryland Ave NE	Grand Rapids	G - 32	3	2	0.760	1496
Sold	240/240	03/19/10	G756553	135,500	3284 Peshigo Dr SW	Grandville	G - 37	4	2		1705
Sold	25/25	04/20/10	G783018	156,000	4511 Springmont Dr SE	Kentwood	G - 42	4	4		1846
Sold	74/172	06/04/10	G771897	90,000	3117 Woodward Ave SW	Wyoming	G - 45	3	2		1206

Presented By: Mark C DuBridge / Prudential Preferred (Main) Phone: 616-447-5021

Featured properties may not be listed by the office/agent presenting this brochure.

All information contained herein should be deemed reliable but not guaranteed, all representations are approximate, and individual verification is recommended.

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U.S. Patent 6,910,045

# **MATT PRESTON**

Prudential Preferred Realtors

mpreston@grar.com

616-447-7047

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## **Personal Statement**

My goal as your agent is to really listen and understand all of your needs. I will apply my hard work ethic, honesty, and enthusiasm to make sure you are completely satisfied and look forward to being your Preferred Realtor.

## **Professional Expertise**

First time home buyers, residential and commercial properties, new construction, reo and hud homes, marketing and advertising.

## **Real Estate Designations**

Graduate, Hollaway's Real Estate School,  
Graduate, Floyd Wickmans Star Makers  
Member, Grand Rapids Association of Realtors, Michigan Association of Realtors & National Association of Realtors, Prudential E-Certified,  
Relocation Specialist

## **Professional Associations**

Rookie of the Year Award  
Rising Star Award  
Honor Society

## One Line Report

**Statuses** Active, Active (back-up), Active (contingent), Pending, Sold (1/1/2010 or after) **Selling Agent** (GPRES7063) Matthew Preston  
Listings as of 04/01/11 at 12:58pm

**Property Type:** Residential

Status	DOM/Status		Listing#	Price	Address	City	Area	BD	BA	Approx Lot Square Feet	
	CDOM	Date								Size	Feet
Sold	20/20	04/28/10	G781072	32,500	1260 Rathbone St SW	Wyoming	G - 38	4	20.210	1500	
Sold	10/10	05/06/10	G785929	53,101	2846 Woodward Ave SW	Wyoming	G - 38	3	10.200	1008	
Sold	20/20	07/10/10	G789936	54,900	1924 Berkley Ave SW	Wyoming	G - 38	3	1	960	
Sold	10/10	04/20/10	G784278	78,000	3734 Collingwood Ave SW	Wyoming	G - 38	3	10.180	1130	
Sold	10/10	03/31/10	G781081	46,000	44 Honeoye St SW	Wyoming	G - 44	3	1	1088	
Sold	10/10	06/15/10	G789252	48,100	56 Celia St SW	Grand Rapids	G - 44	3	20.250	1285	
Sold	34/34	03/31/10	G777314	59,000	3525 Michael Ave SW	Wyoming	G - 45	3	10.110	900	
Sold	10/389	01/21/11	10059048	60,000	4134 Flamingo Ave SW	Wyoming	G - 45	3	1	6000	988
Sold	38/38	03/17/10	G777377	66,300	3140 Rogers Lane Ave SW	Wyoming	G - 45	3	1		933
Sold	6/98	04/28/10	G782029	76,000	3424 Raven Ave SW	Wyoming	G - 45	3	2		912

*Presented By: Matt Preston / Prudential Preferred (Main) Phone: 616-292-5167*

Featured properties may not be listed by the office/agent presenting this brochure.

All information contained herein should be deemed reliable but not guaranteed, all representations are approximate, and individual verification is recommended.

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U.S. Patent 6,910,045

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

RESOLUTION TO AUTHORIZE BLACK & VEATCH TO PERFORM CONSTRUCTION  
ENGINEERING SERVICES FOR THE WATER TREATMENT PLANT SEDIMENTATION  
BASIN RENOVATIONS

WHEREAS, on December 20, 2010, the City Council authorized Black & Veatch to prepare plans and specifications for the renovation of the slow mix sedimentation basins and water collection system in the north treatment facility at the Donald K. Shine Water Treatment Plant, and

WHEREAS, it is in Wyoming's best interest for Black & Veatch to perform the related construction engineering services for the same project, and

WHEREAS, Black & Veatch has agreed to perform said engineering services for the amount of \$44,816, as identified in the attached proposal dated April 1, 2011, and

WHEREAS, sufficient funds are available in the Water Fund project account 591-591-57300-986444 for this work; now therefore,

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes Black & Veatch to perform construction engineering services for the water treatment plant sedimentation basin renovations in the amount of \$44,816 and approves this amendment to their Contract.

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 18th day of April, 2011.

\_\_\_\_\_  
HEIDI A. ISAKSON  
Wyoming City Clerk

Attached: Proposal for Engineering Services  
Resolution No. \_\_\_\_\_



1 April 2011

City of Wyoming, Michigan  
Donald K. Shine Water Treatment Plant  
Mr. Gerald Caron, Superintendent  
16700 New Holland Street  
Holland, MI 49424

**Subject: Proposal for Pretreatment Facilities Rehabilitation Construction  
Phase Engineering Services**

Dear Jerry,

Black & Veatch is pleased to provide this proposal for providing engineering services for the construction phase of the project for rehabilitation of the existing sedimentation basin facilities at the water treatment plant. This proposal is an update to our November 3, 2010 proposal, revising the scope and associated fee for the construction phase services to be provided by Black & Veatch in support of those services intended to be covered by City staff.

Our proposed scope of services is as follows:

**Construction Phase Services**

The performed services will generally be in accordance with the General Scope of Services for Construction Phase Services utilized as the basis for our current contract, with the following clarifications relating to the proposed task identified in the attachment to this proposal:

Conformed Document Preparation – Following recommendation of award, B&V will prepare the necessary copies of the conformed documents, including preparation of the final Agreement, distribution to the Contractor for execution, and assembly of final documents for final execution by the City. Document copies (Project Manuals and Drawings) will be provided from bid stock. Issuance of Notice of Award, Notice to Proceed, and review of Contractor insurance and bond certificates will be performed by the City.

Meeting Assistance – City staff will lead the preconstruction conference and represent the City at regular progress meetings. B&V will not be required to be in attendance at such meetings. B&V will provide guidance documentation for City use in administering the preconstruction conference.

Submittal and O&M Manual Review – B&V will lead this effort, and coordinate with City staff for input on submittals. Level of effort is estimated based on assumed 15 primary submittals and five supplier O&M manuals. Integration of electronic versions of supplier O&M's to the City's facility e-O&M will be by City staff.



Request for Information (RFI) and Change Order (CO) Administration – City staff will lead and administer the RFI process, with B&V providing an advisory role upon request. Any change orders required to be issued will be developed by City staff, with B&V providing advisory role upon request.

Field Inspection – Primary field inspection services will be provided by City staff. B&V will provide as-needed support to City staff within our authorized level of effort. Level of effort for B&V field inspection support is assumed to be on an as-needed basis in response to the scheduling of key aspects of the construction of the improvements, and is assumed to be required approximately one day in each of nine weeks throughout the duration of the construction (completion dates per Bidding Documents). As part of field inspection duties, the City will be responsible for review and administration of Contractor payment applications. B&V will assist with review and advice on initial submittals of Contractor's schedules (progress, values, and shop drawings).

Training and Start-up Coordination – These efforts will be led by City staff. Assistance as requested will be provided by B&V within the authorized level of effort of our services.

Closeout Assistance – City staff will lead the punch list process and monitor documentation requirements for project completion by the Contractor. B&V will provide limited support as requested.

Construction Record Documents – B&V will prepare record documents of the Project Drawings based on submitted record copies maintained by the Contractor and/or City during the course of the construction project. The final documents will be provided in electronic (PDF and AutoCAD on CD) and hard copy (one mylar set) form.

Project administration and management will be provided for the execution of these services under the direction of our Project Manager Ben Whitehead and Project Director Dave Koch. It is also understood that B&V's scope of services may vary from the assumptions made above; however, the overall level of effort will be managed within the assumed overall level of effort forming the basis of this proposal.

Our proposed level of effort and fee for these services are summarized in the attached table. We propose that this not-to-exceed fee of \$44,816 be paid based on B&V submitted monthly invoices, consistent with procedures in place for current authorizations.



PAGE 3

We appreciate this opportunity to be of continuing service to the City of Wyoming at its Donald K. Shine Water Treatment Plant. Should you have any questions on this proposal, please call me at (616) 459-2360.

CITY OF WYOMING,  
MI  
MR. GERALD CARON

<1 APRIL 2011>

Very Truly Yours,  
BLACK & VEATCH

A handwritten signature in black ink that reads "David Koch".

David Koch, PE  
Project Director





**City of Wyoming WTP**  
**Pretreatment Facilities Rehabilitation**  
**Construction Phase Services**  
**Level of Effort and Proposed Fee**  
**April 1, 2011**



**BLACK & VEATCH**  
 Building a world of difference.

Tasks	Person-Hours										Labor Fee	Expenses (Misc.)	Expenses (Other)	Total Fee			
	PM	PE	S/SE	SE	RE	TE/QC	CAD	Admin	Total								
<b>Construction Phase Assistance</b>																	
001 - General Management and Administration	18								18						\$4,590	\$0	\$4,590
510 - Conformed Document Preparation	2	4							2						\$1,046	\$68	\$1,114
520 - Meeting Assistance		2													\$268	\$17	\$285
530 - Submittal and O&M Review		60	8	20					8						\$12,172	\$816	\$12,988
540 - RF/CO Administration	2	20		12		4									\$5,130	\$323	\$5,453
550 - Field Inspection					88										\$11,792	\$748	\$12,540
560 - Closeout Assistance					8										\$1,072	\$68	\$1,140
570 - Construction Record Documents		8			4					40					\$5,208	\$442	\$5,650
<b>Subtotal - Construction Phase Assistance</b>	<b>22</b>	<b>94</b>	<b>8</b>	<b>32</b>	<b>100</b>	<b>4</b>	<b>40</b>	<b>28</b>	<b>328</b>						<b>\$41,278</b>	<b>\$750</b>	<b>\$44,816</b>
<b>TOTAL</b>	<b>22</b>	<b>94</b>	<b>8</b>	<b>32</b>	<b>100</b>	<b>4</b>	<b>40</b>	<b>28</b>	<b>328</b>						<b>\$41,278</b>	<b>\$750</b>	<b>\$44,816</b>

**LEGEND:**  
 PM - Project Manager (Dave Koch)  
 PE - Project Engineer (Ben Whitehead)  
 S/SE - Senior Support Engineer  
 SE - Support Engineering (Discipline Engineering Support)  
 RE - Resident Engineer  
 TC/QC - Technical Experts/Quality Control Staff (various)  
 CAD - Computer Aided Drafting  
 Admin - Administrative Staff

**Notes**  
 1. Miscellaneous expenses include computer, postage, telephone, reproduction, local travel expenses, and other miscellaneous direct expenses, and are billed at a set rate per labor hour (\$8.50).  
 2. Other Expenses include non-local travel expenses and outside reproduction costs.

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

RESOLUTION TO AWARD A BID FOR THE WATER TREATMENT PLANT  
SEDIMENTATION BASIN RENOVATIONS

WHEREAS, on March 29, 2011, Wyoming received two bids for the renovation of the slow mix sedimentation basins and water collection system in the north treatment facility at the Donald K. Shine Water Treatment Plant, and

WHEREAS, the low bid was submitted by Allied Mechanical Services of Hudsonville, Michigan in the amount of \$1,956,400, and

WHEREAS, it is in the best interest of Wyoming to award a bid to Allied Mechanical Services in the reduced amount of \$1,855,987, by exercising four deductions provided for in the bid specifications, and

WHEREAS, sufficient funds are available in the Water Fund to perform this work but a budget amendment is necessary to move the required funds to the project account 591-591-57300-986444; now therefore,

BE IT RESOLVED, that the City Council hereby awards a bid to Allied Mechanical Services for the Water Treatment Plant sedimentation basin renovations in the amount of \$1,855,987 and authorizes 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 18th day of April, 2011.

\_\_\_\_\_  
HEIDI A. ISAKSON  
Wyoming City Clerk

Attached: Budget Amendment  
Bid Recommendation and Tabulation  
Resolution No. \_\_\_\_\_





4 April 2011

City of Wyoming, Michigan  
Donald K. Shine Water Treatment Plant  
Mr. Gerald Caron, Superintendent  
16700 New Holland Street  
Holland, MI 49424

**Subject: Pretreatment Facilities Rehabilitation  
Recommendation of Award**

Dear Jerry,

Bids were received and opened on March 29, 2011 for the Pretreatment Facilities Rehabilitation project for the City of Wyoming Donald K. Shine Water Treatment Plant. Bids were received on a lump sum basis, with six potential alternative bids, related to deletion of base bid contract work. Deductible alternatives are defined below:

- Alternative A: Delete replacement of settling basin effluent troughs
- Alternative B: Delete fabricated stainless steel slide gate
- Alternative C: Delete sludge blanket level sensors
- Alternative D: Not Used
- Alternative E: Delete protective coating in the Drive Pit
- Alternative F: Delete replacement of Drive Pit drain piping
- Alternative G: Delete base bid quantity of concrete restoration over the flocculation basins.

Two bids were received and the results are summarized in the attached table. The bids are ranked based on Total Bid Amount, exclusive of alternatives. Bids are in line with our opinion of probable construction cost, developed prior to the bid opening.

Based on our review of the submitted bids as described, discussions with the apparent low bidder, and review of subcontractor and equipment information from the apparent low bidder, we have validated the bids and are prepared to recommend award of the project. Please note that Allied Mechanical Services listed a potential deduct of \$111,270 for Alternative G. Allied informed us after bidding they misinterpreted this alternative as deletion of all concrete restoration work in the pretreatment basins. They offered a clarification of Alternative G, stating the adjusted value should be a deduct of \$68,270, by applying the listed unit prices to the base bid quantities of the bid items Crack Repair and Surface Repair Greater than 6-inches. We have evaluated and validated their proposed adjustment based on the \$63,270 deduct offered by the second low bidder. We recommend waiving this bid irregularity.



The potential for accepting any of the bid alternatives is contingent upon the ability for savings to be realized by the City by accepting the alternative. After thorough discussion with WTP staff, it has been determined that the best interest of the project is served by accepting the following alternatives, with consideration for one additional alternative due to potential limitations in project funding:

- Alternative C: Delete sludge blanket level sensors. This results in a savings of \$18,443.
- Alternative E: Delete protective coating in drive pit. This results in a savings of \$7,700.
- Alternative F: Delete replacement of drive pit drain piping. This results in a savings of \$6,000.
- Alternative G: Delete base bid amount of concrete restoration over flocculation basins: This results in a savings of \$68,270.

Additional savings may be realized from accepting Alternative A (Deletion of the settling basin effluent troughs). Acceptance of this alternative would result in a savings of \$380,000. However, discussion with bidding contractors and equipment vendors suggest the bid pricing received for the equipment was highly competitive based on the quantity of suppliers offering this equipment. Also, discussion with bidding contractors suggests installation at a later date would result in a significant cost increase because of limited access to the troughs due to new sludge collection equipment and associated basin structural modifications made as part of the Pretreatment Facilities Rehabilitation project. The City will need to weigh these factors in relation to available funding.

Dependent upon final decision of level of funding, we recommend that a contract be awarded for the Pretreatment Facilities Rehabilitation project to Allied Mechanical Services of Hudsonville, Michigan, in the amount of \$1,855,987.00. This amount is based on the scope of the proposed project, accepting the alternatives as described above. However, if funding requires acceptance of Alternative A, we recommend the contract be awarded to Allied Mechanical Services in the amount of \$1,475,987.00.



PAGE 3

CITY OF WYOMING, MI  
MR. GERALD CARON

<4 APRIL 2011>

Conformed contract documents, including copies of the Agreement for execution, will be prepared and distributed to the successful bidder after City approval of the award. Should you have any questions on this information, please contact me at (616) 459-2360.

Very Truly Yours,  
BLACK & VEATCH

A handwritten signature in black ink that reads "David Koch".

David Koch, PE  
Project Director

cc: Bill Dooley, Director of Public Works



<b>Bidder:</b>	Allied Mechanical Services, Hudsonville, MI	Franklin Holwerda Company, Grand Rapids, MI
<b>Prequalified Bidder</b>	Yes	Yes
<b>PreBid Mtg Attendance</b>	Yes	Yes
<b>Bid Amounts</b>		
Base Bid	1,570,000	1,938,340
Owner's Discretionary Allowance	10,000	10,000
Programming Allowance	30,000	30,000
Suction Type Sludge Collection Equipment by MRI	346,400	346,400
<b>Total Bid, excl. Alternatives</b>	1,956,400	2,324,740
Alternative A - Delete Replacement of Effluent Troughs	(380,000)	(450,000)
Alternative B - Delete Fabricated Stainless Steel Slide Gate	(19,000)	(35,000)
Alternative C - Delete Sludge Blanket Level Sensors	(18,443)	(18,500)
Alternative D – Not Used	Not Used	Not Used
Alternative E - Delete Protective Coating in Drive Pit	(7,700)	(7,700)
Alternative F - Delete Replacement of Drive Pit Drain Piping	(6,000)	(2,850)
Alternative G - Delete Concrete Restoration over Floc Basins (SAME AS ALT D)	(111,270) *	(63,270)
<b>Bid Position (as bid)</b>	1	2
Total Bid, excl. Alternatives	1,956,400	2,324,740
<b>Total Bid, Including Recommend Alternatives (C, E, F, G)</b>	<b>1,855,987</b>	<b>2,232,420</b>

\* Allied Deducted their concrete restoration subcontractor's entire contract in Alternative G, which includes \$40/LF \* 1000 LF crack repair and \$60/SF \* 50 SF surface repair. This results in \$68,270 deduct if only deleting base bid vertical overhead repairs (1650 LF over flocculator basins). Allied clarified this line item after the bid opening.

\*\* Allied confirmed listed LF prices apply to SF, 3/29/11.

04/12/11  
WTP/GC

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN  
EMERGENCY INTERCONNECT AGREEMENT WITH THE CITY OF HOLLAND

WHEREAS, the City of Wyoming owns and operates the Donald K. Shine Water Treatment Plant which serves the portable water needs of its residents and those of its wholesale customer communities, and

WHEREAS, the cities of Wyoming and Holland are interested in building an emergency interconnect between their two water systems and on November 1, 2010, the Wyoming City Council authorized moving forward with the design engineering for the emergency interconnect, and

WHEREAS, as detailed in the attached memorandum from the City's Water Plant Superintendent, an emergency interconnect agreement has been developed to facilitate the building and operation of the interconnect, and

WHEREAS, in order to proceed with the bidding and secure funding for the emergency interconnect both the City of Wyoming and the City of Holland must sign the agreement, now therefore

BE IT RESOLVED that the City Council of the City of Wyoming hereby authorizes the Mayor and Clerk to execute an emergency interconnect agreement with the City of Holland.

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 18th day of April, 2011.

---

Heidi A. Isakson  
Wyoming City Clerk

Attachments: Memorandum  
Agreement

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

## MEMORANDUM

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**TO:** Curtis L. Holt, City Manager

**FROM:** Gerald Caron, Water Treatment Plant Superintendent

**DATE:** March 31, 2011

**RE:** Holland/Wyoming Water System Interconnect Agreement

On October 11, 2010, we discussed with the City Council the planned construction of an interconnecting water main between the water systems operated by the City of Wyoming and the City of Holland. As the lead agency, the City of Holland has secured a Drinking Water Revolving Fund (DWRF) loan for this project.

In order to proceed with the funding for the interconnect project, the City of Wyoming and the City of Holland now need to execute an interconnect agreement. This agreement identifies how the project costs will be shared and how the new facilities will be operated. We have attached for your review a copy of the interconnect agreement, which has been reviewed by the staff and City Attorneys from both communities. This agreement has also been reviewed by Ottawa County to make sure that the wholesale customers are aware of our plans.

Key dates for this project are as follows:

- Construction contracts will be bid by the end of June 2011.
- Construction contracts will be approved (contingent on DWRF bond sale) by the Holland City Council by the end of July 2011.
- Construction activities will begin in early 2012 and continue until November 2012.

The engineer's estimate for this project is \$6,910,000. The City of Wyoming is responsible for approximately \$3,240,000 with Ottawa County providing 43 percent of this amount. Wyoming's resulting share is approximately \$1,850,000, which will be reduced by a 15% principle forgiveness provision and financed over 20 years at an interest rate of 2.5%.

We respectfully request that the City Council review the attached Interconnect Agreement at their April 11, 2011 study session, and approve the agreement on April 18, 2011.

**HOLLAND - WYOMING WATER SYSTEM  
EMERGENCY INTERCONNECT AGREEMENT**

Draft #8 - March 25, 2011

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF HOLLAND**, a Michigan municipal corporation of Ottawa and Allegan Counties, Michigan, acting by and through its Holland Board of Public Works (hereinafter referred to as "**Holland**"), and the **CITY OF WYOMING**, a Michigan municipal corporation of Kent County, Michigan (hereinafter referred to as "**Wyoming**").

**RECITALS**

Holland and Wyoming, respectively, own and operate a Lake Michigan water filtration plant and water transmission mains to provide potable water to supply their respective customers and customer communities. Holland owns and operates a 36 " diameter water transmission main in Perry Street that runs easterly from the Holland filtration plant in Perry Street and extends to the corporate limits of the City of Holland ("Holland Main"). Wyoming owns and operates a 42" diameter transmission main in Ransom Street that runs from the Wyoming filtration plant easterly in Ransom Street to the City of Wyoming ("Wyoming Main"). Holland and Wyoming desire to enter into an interconnection agreement and to construct an interconnection between the Holland Main and the Wyoming Main to improve the reliability and to serve as a reciprocal emergency supply to both water systems.

The parties to this Agreement acknowledge that they have each previously entered into separate agreements with other municipalities, including the Park Township Agreement referenced in Section 6 and the Ottawa County Agreement referenced in Section 8 below, respectively. The terms and provisions of this

present agreement are not intended to and shall not have the effect of materially impairing any of the terms and provisions of those prior agreements.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, HOLLAND AND WYOMING AGREE AS FOLLOWS:

**Section 1. DEFINITION OF EMERGENCY.** For purposes of this Agreement, an emergency is defined to mean the disruption of the water supply in the Holland or Wyoming water systems during which the supply of available potable water is or may be limited such that a supply of potable water is necessary from either the Holland or Wyoming water systems in order to protect the health, safety, and welfare of their respective customers and customer communities. For purposes of the illustration of an “emergency” pursuant to the terms of this paragraph, the following events and circumstances requiring an emergency supply are delineated on the attached **Exhibit A**. The definition of “emergency” shall not include (a) a lack of infrastructure required by the Michigan Department of Environmental Quality or such other designated State or Federal regulatory agency that effects the capacity of either system, or (b) the supply of supplemental water to meet peak day demands of the Holland or Wyoming water systems unless the supply of potable water is interrupted or disrupted by an emergency as defined in accordance with the terms and conditions of this paragraph.

**Section 2. INTERCONNECTION POINTS.** The interconnection point on the Holland Main shall be at 160<sup>th</sup> Ave and Perry Street, Park Township, Ottawa County, Michigan. The interconnection point on the Wyoming Main shall be: (i) the Wyoming plant site on the 42” transmission main running from the Wyoming Plant to Ransom Street and (ii) on the water main connected to the finished water reservoirs for the Wyoming Plant. A drawing depicting the interconnection points for the Holland Main and the Wyoming Main is attached as **Exhibit B**.

**Section 3. CONSTRUCTION OF THE INTERCONNECTION FACILITIES.**

The Interconnection Facilities shall consist of the interconnection points described in Section 2 and approximately four miles of 30" diameter transmission main with appurtenances to be constructed in 160<sup>th</sup> Avenue between Perry Avenue and Ransom Street and connecting to the interconnection points, and the valve control equipment and metering facilities located at the Wyoming interconnect point. The "**Interconnection Facilities**" are more fully described and depicted on attached **Exhibit C**.

Holland shall retain the services of a qualified professional engineer or engineering firm to prepare complete design plans and specifications for the construction of the Interconnection Facilities. Holland shall submit the design plans and specifications to Wyoming for its review and approval. Wyoming agrees to diligently review and approve or submit comments for the reasonable modification of the Interconnection Facilities. In addition, the design plans and specifications shall be submitted to the Ottawa County Road Commission and Park Township for review (i.e.: to enable the County and the Township and/or their engineers to review the proposed location and route of the Interconnection Facilities as it relates to existing bicycle paths, mains, etc.). The review of the design plans and specifications shall be completed within 30 days after submission by Wyoming or Holland or such plans and specifications shall be deemed reviewed by the County and the Township. Holland and Wyoming shall diligently review and consider any comments and suggestions provided to them regarding the location and route of the Interconnection Facilities.

Upon the review and approval of the design plans and specifications by Holland and Wyoming, Holland shall competitively bid the Interconnection Facilities. The responsive bids for the construction of the Interconnection Facilities shall be jointly reviewed by Holland and Wyoming. The construction contract shall be entered into between the lowest responsible bidder and Holland. Holland shall act as the designated representative of the Owner for

purposes of acquiring, constructing, and completing the Interconnection Facilities. The bonds for the construction of the Interconnection Facilities shall be written for the joint benefit of Holland and Wyoming. Wyoming's contribution to the cost of the Interconnection Facility shall be subject to the Ottawa County Agreement referenced in Section 8 below. Certificates of Insurance, as specified in the contract documents, shall extend for the benefit of Holland and Wyoming, and shall include Ottawa County, the Ottawa County Road Commission, and Park Township as additional insureds. All equipment and contractor's warranties shall extend for the mutual benefit of Holland and Wyoming. The Interconnection Facilities shall be constructed in a reasonable and workman-like manner. During the construction of the Interconnection Facilities, Wyoming shall have the right, but not the obligation, to inspect the Interconnection Facilities and provide recommendations and input to Holland.

The progress payments required for the construction of the Interconnection Facilities shall be made after review and approval by the consulting engineer or engineering firm and the approval of Holland as the designated agent during construction. Upon final completion and acceptance of the Interconnection Facilities, Holland shall arrange for all warranties of equipment and construction to extend to and for the mutual benefit of Holland and Wyoming.

**Section 3.1. FINANCING OF INTERCONNECTION FACILITIES.** Holland and Wyoming acknowledge that financing will be required to construct, acquire, and build the Interconnection Facilities. Holland shall act as the lead agency to obtain, issue, and coordinate the financing for the Interconnection Facilities. Holland shall apply to the Michigan Drinking Water Revolving Fund ("DWRP") or such other designated State agency for debt service issuance based upon the Engineer's estimates and submitted bids for the cost of the Interconnection Facilities. Holland shall submit to Wyoming its financing application for review if requested by Wyoming.

Based upon the anticipated funding sources, estimated costs, and as illustrative of the anticipated debt service requirements, **Exhibit D** has been prepared. With the exception of the costs related to the transfer pumps, which shall be paid by Holland, the cost to construct the Interconnection Facilities, debt service issuance, and debt service retirement costs shall be divided equally between Holland and Wyoming.

When the cost of the Interconnection Facilities and the portion of the costs subject to financing has been finally calculated and determined, Holland and Wyoming shall enter into a Finance Agreement based upon the terms and conditions of this paragraph (the "Finance Agreement"). The Finance Agreement shall be subsequently attached to this Agreement as **Exhibit D.1**, and the Finance Agreement shall merge the terms and conditions of this paragraph.

**Section 4. OWNERSHIP.** The ownership of the Interconnect Facilities shall be shared equally by Holland and Wyoming. Upon completion and final acceptance of the Interconnection Facilities, Holland and Wyoming shall mutually determine the final cost of the Interconnection Facilities for joint ownership and accounting.

**Section 5. MAINTENANCE/REPLACEMENT.** Maintenance of the 30 " interconnecting transmission main and interconnection point to the Holland Main shall be performed by Holland. Maintenance of the valve control and metering facility and the interconnection point to the Wyoming plant site shall be performed by Wyoming.

On or before June 1 of each and every year after the final acceptance of the Interconnection Facilities, Holland shall invoice Wyoming for one half of the cost of the maintenance of the transmission main and the interconnection point at Perry and 160<sup>th</sup> Street, Park Township, Ottawa County, Michigan.

On or before June 1 of each and every year after the final acceptance of the Interconnection Facilities, Wyoming shall invoice Holland for one half of the cost of the maintenance of the valve control, metering facility, and the interconnection point on the Wyoming Plant site.

Holland and Wyoming agree to respectively provide such invoices and supporting documentation as may be requested or required to validate the costs, expenses, and charges pursuant to this Section 5.

Holland or Wyoming, at their respective cost and expense, shall have the right to employ independent auditors to audit, or its own staff to review the financial records of the other party. The auditor staff review shall not take place more frequently than annually (for the prior fiscal year) during the regular business hours of Holland's or Wyoming's operation, and upon ten (10) days written notice to the other party. In the event the independent auditors or staff of Holland or Wyoming should arrive at different conclusions as to the charges for maintenance, Holland and Wyoming agree to negotiate, in good faith, to resolve or settle such differences. In the event Holland and Wyoming should fail to settle or resolve such differences, the dispute shall be resolved in accordance with Section 14 of this Agreement.

Holland and Wyoming agree that they shall share equally in all expenses, costs, and expenditures for the capital maintenance and replacement of the Interconnection Facilities. For purposes of this paragraph, if either Holland or Wyoming should incur an expense in excess of Ten Thousand Dollars (\$10,000) (this amount to be adjusted annually by increases occurring in the Construction Cost Index, published by *Engineering News* or such other recognized publication), Holland or Wyoming shall provide ten days written notice to the other party of such expenditure. The notifying party shall also produce such documents as shall be necessary to establish the amount and legitimacy of such expenditure. Upon completion of the capital maintenance and replacement

expenditure, the party incurring such cost shall bill the other party for one-half of such cost, and the bill shall be due and payable thirty (30) days thereafter.

**Section 6. USE OF INTERCONNECTION TRANSMISSION MAIN.** The interconnection transmission main shall normally be operated as part of the Holland Water System. As such Holland may allow master metered connections (but not customer connections) on the interconnect transmission main to serve Park Township under the "City of Holland/Park Township/Ottawa County Water Supply Agreement" dated July 19, 2005 ("Park Township Agreement"). If Park Township connects to the interconnect transmission main, appropriate equipment shall be installed to protect Park Township's system from high pressure surges. Park Township shall be permitted to use fire hydrants connected to the transmission main for purposes of fire fighting. The costs incurred to provide connection and services to Park Township shall be paid in accordance with the terms and conditions of the Park Township Agreement.

**Section 7. OPERATION OF THE INTERCONNECTION FACILITIES** The interconnection may be used to provide water in the event that water service is disrupted due to an emergency such that either system cannot supply the needs of its Water System. A routine schedule shall be adopted and agreed upon by Holland and Wyoming to exchange water back and forth for the purpose of maintaining high quality water in the interconnect transmission main and satisfying any and all state and federal permit requirements. Wyoming and Holland agree to take measures during an emergency to curtail non-essential water use in its system to meet the essential water use of their respective systems in need of supply if necessary to meet the overall essential water needs of customers in both systems. Upon the occurrence of an emergency, Wyoming and Holland shall take reasonable steps to notify their respective wholesale customer communities when the Interconnection Facilities are being or have been used to address the emergency.

If Holland desires to utilize the interconnection as a result of an emergency, a request by the Holland Water Plant Superintendent or his/her designee shall be made orally to the Superintendent of the Wyoming Water Plant or his/her designee, followed by facsimile, e-mail, or written confirmation as soon as possible thereafter. The request shall include a desired interconnect opening time and an estimated duration and flow rate that is expected to meet the need of the Holland Water System. Wyoming shall then promptly respond to the request to open the interconnection and, in responding, shall have the discretion to determine and specify the time that the interconnection shall be opened, the duration and the rate of flow to be provided to Holland. In determining the time, duration, and rate of flow, Wyoming shall make every reasonable effort to fully supply Holland's need. Wyoming agrees to provide potable water upon the request by Holland unless providing such potable water would violate good utility practices.

If Wyoming desires to utilize the interconnection as a result of an emergency, a request by the Wyoming Water Plant Superintendent or his/her designee shall be made orally to the Superintendent of the Holland Water Plant or his/her designee, followed by facsimile, e-mail, or written confirmation as soon as possible thereafter. The request shall include a desired interconnect opening time and an estimated duration and flow rate that is expected to meet the need of the Wyoming Water System. Holland shall then promptly respond to the request to open the interconnection and, in responding, shall have the discretion to determine and specify the time that the interconnection shall be opened, the duration and the rate of flow to be provided to Wyoming. In determining the time, duration, and rate of flow, Holland shall make every reasonable effort to fully supply Wyoming's need. Wyoming shall determine if the interconnect opening shall be made to the 42" transmission main or to the finished water reservoir line. Holland agrees to provide potable water upon request by Wyoming unless providing such potable water would violate good utility practices.

**Section 8. WATER USAGE AND CHARGES.** The amount of water transferred between systems shall be recorded. Water used to maintain water quality in the interconnect transmission main shall be measured and reported on a monthly basis. Every attempt shall be made to balance the amount of water that is exchanged so that no charges by Holland or Wyoming are incurred.

If water is supplied by Holland to Wyoming, the rate to be charged shall be the rate that Holland charges Ottawa County for the supply of water to Park Township pursuant to the Park Township Agreement. If Wyoming supplies water to Holland, the rate to be charged shall be the rate that Wyoming charges Ottawa County for the supply to Ottawa County communities pursuant to the Agreement dated 5/5/1988 ("Ottawa County Agreement"). Any water not returned in lieu of payment for the 12 months for the period from June 1 of one year until June 1 of the next year shall be netted. During June of each year, a party having received an additional supply of water (after netting) shall make a payment at the rate specified in this section prior to June 30. After reconciliations are completed for the fiscal year (typically completed by October of the year following the fiscal year), the water rate shall be reconciled based on actual costs and an adjustment in payment shall be made for the difference between the water rate paid in June and the reconciled rate.

If the demand for potable water causes either Holland or Wyoming to establish a new maximum demand electric load during the month, the increase in the demand cost shall be calculated and paid by the respective party, causing such cost adjustment. All attempts will be taken to minimize the peak demand increases during the exchanges of water by utilizing existing alternative electric sources (e.g.: generators, etc.) If mutually agreed upon by Wyoming and Holland, the amount of water supplied can be returned in kind in lieu of payment of the charge based on the rate calculation. If the mutual agreement to reimburse with an in-kind exchange of water is made, the arrangement shall be documented in a monthly report by Holland and Wyoming.

All billings rendered pursuant to this section shall be paid within thirty (30) days of their billing date.

**Section 9. CONTROL OF VALVES.** Holland and Wyoming have established a set of mutually agreeable operating procedures which are attached as **Exhibit E**, and which may, from time to time, be modified in accordance with the mutual agreement of the parties.

**Section 10. INDEMNIFICATION BY HOLLAND AND WYOMING.** To the fullest extent permitted by laws and regulations, Holland shall defend, indemnify and hold harmless Wyoming, its agents, employees, and representatives from and against all liabilities, claims, damages, losses, expenses, direct or indirect (including, but not limited to reasonable attorney fees and court costs), when the interconnection facilities are operated for the benefit of Holland.

To the fullest extent permitted by laws and regulations, Wyoming shall defend, indemnify and hold harmless Holland, its agents, employees, and representatives from and against all liabilities, claims, damages, losses, expenses, direct or indirect (including, but not limited to reasonable attorney fees and court costs), when the interconnection facilities are operated for the benefit of Wyoming.

Any claims, damages, expense or liability caused to Wyoming-owned facilities or equipment used to deliver water to the interconnection for the benefit of Holland due to improper operation of the interconnection by Holland shall be the liability of Holland.

Any claims, damages, expense or liability caused to Holland-owned facilities or equipment used to deliver water to the interconnection for the benefit of Wyoming, due to improper operation of the interconnection by Wyoming, shall be the liability of Wyoming.

**Section 11. TERM.** This Contract shall be effective \_\_\_\_\_ and shall continue for a term of forty (40) years (“Initial Term”). The Initial Term shall be subject to automatic renewal for additional terms of forty (40) years, without additional notice, as long as Holland and Wyoming owns and operates a water treatment plant in Park Township, Holland, Michigan.

**Section 12. INSURANCE.**

a. Holland and Wyoming shall each maintain or cause to be maintained comprehensive general liability insurance covering the use and operation of their respective water systems and the Interconnection Facilities. Such insurance may be provided by one or more insurance policies. All such policies of insurance shall be payable on an occurrence basis, and shall initially be in the amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate for bodily injury or death. In addition, Holland and Wyoming, respectively, shall each maintain or cause to be maintained an umbrella or excess liability coverage in the amount of not less than Three Million Dollars (\$3,000,000). The insurance, pursuant to this section, shall not have a deductible in excess of Twenty-Five Thousand Dollars (\$25,000) per occurrence unless approved in writing in advance by both parties. Wyoming consents to a self-insurance retention of One Hundred Thousand Dollars (\$100,000) per claim for property damage and general liability presently administered by Holland. Holland consents to a self-insured retention of Five Hundred Thousand Dollars (\$500,000) per claim for property damage and general liability presently administered by Wyoming. Holland and Wyoming may agree to increase the self-insured retention amounts indicated above by mutual agreement. In addition, Holland and Wyoming shall each maintain workers disability insurance coverage, in such form and with such limits as may be required by Michigan law, with respect to all of their personnel and all other persons working on or in connection with their respective water systems throughout the term of this contract.

b. All policies of insurance shall be written by insurance companies in good standing and authorized to do business in the State of Michigan. Wyoming's insurance policy shall name Holland, the members of Holland's City Council and its officers, employees, and agents as additional named insureds. Holland's insurance policy shall name Wyoming, the members of Wyoming's City Council and its officers, employees, and agents as additional named insureds. The insurance shall provide further that it shall not be cancelled, terminated, or materially modified except upon not less than thirty (30) days prior written notice to the other party. Either party shall, upon request of the other party, furnish to the other party written proof of such insurance coverage, which may be provided by certificate satisfactory to the other party or, at the option of the requesting party, a certified copy of the insurance policy itself. Wyoming and Holland shall require their respective insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against Holland or Wyoming, its directors, officers, agents, and employees. Nothing contained herein shall limit the right of Holland or Wyoming to continue, implement, or establish a self-insurance program that is in compliance with the terms of Section 12.

c. Every five (5) years during the term of this Agreement Wyoming and Holland shall each have the right, on notice to the other, to require that an independent insurance consultant mutually agreeable to Holland and Wyoming be retained to review the insurance coverages to be provided pursuant to this Section 12 to determine, based on the then current insurance industry standards, whether the coverages are adequate. Holland and Wyoming, upon agreement with the consultant's recommendation, shall promptly implement any changes in coverage recommended by said consultant.

**Section 13. DEFAULT** In the event of a default under the terms of this Agreement, the non-defaulting party shall notify the other party, in writing, of the nature of the default and the party's intent to seek a remedy at law or equity under the terms of this Agreement. If the default occurs and remains uncured by

the defaulting party for thirty (30) days after the other party has provided written notice of the default, the non-defaulting party shall have the right to terminate this Agreement and bring proceedings to recover damages that flow from the defaulting party's breach of this Agreement, and subject to the limitations contained therein. The right to terminate and seek damages shall be cumulative and in addition to any and all rights and remedies available to the parties, including specific performance and other equitable relief. The parties agree and stipulate that the termination of this Agreement and the award of damages for a breach of this Agreement may not be an adequate remedy at law and that the non-defaulting party may seek equitable relief. Events of default shall include, without limitation:

- (a) Holland or Wyoming fails to pay any fee or amount required to be paid pursuant to this Agreement;
- (b) Holland or Wyoming fails to comply with any other material terms and material conditions of this Agreement; or
- (c) Holland or Wyoming ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes a party to any judicial or administrative proceeding in bankruptcy, receivership or reorganization.

**Section 14. DISPUTE RESOLUTION.** Any dispute, interpretation, or breach arising out of this Agreement shall, upon mutual agreement by Holland and Wyoming, be submitted to arbitration. A judgment rendered pursuant to arbitration shall be specifically enforceable in the Ottawa County Circuit Court or any court of appropriate jurisdiction. In the event Holland and Wyoming fail to agree to arbitrate, the Ottawa County Circuit Court shall be the forum of exclusive jurisdiction for the determination of such dispute.

The parties may agree upon one arbitrator; otherwise, there shall be three (3), one named in writing by Holland and one named in writing by Wyoming

within thirty (30) days after notice of arbitration is served by either party upon the other; and a third arbitrator selected by these two (2) arbitrators within thirty (30) days thereafter. Any arbitrator selected by Holland or Wyoming shall have experience or training in the type of controversy or dispute between the parties. No one shall serve as an arbitrator who is in any manner directly or indirectly financially interested in this Agreement or in the affairs of Holland or Wyoming.

The arbitration proceedings to be conducted by the arbitrators shall be as mutually agreed by the parties, or absent an agreement, shall be regulated in accordance with the rules of the American Arbitration Association, or such successor association during the term of the Agreement.

**Section 15. MISCELLANEOUS.** This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns . Unless otherwise specifically provided, all notices and other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on page 1 of this Agreement or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by certified mail properly addressed with sufficient postage. Unless otherwise indicated, any references in this Agreement to facsimile notice or notification shall be given to the following persons and entities:

City of Holland  
Holland Board of Public Works  
ATTN: General Manager  
625 Hastings Avenue  
Holland, MI 49423  
FAX: 616-355-1550

City of Wyoming  
Director of Public Works  
2660 Burlingame Avenue, SW  
Wyoming, MI 49509  
FAX: 616-249-3487

This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. This Agreement may only be amended pursuant to a written document executed by all parties hereto, and with the consent of Ottawa County, whose consent shall not be unreasonably withheld, and any refusal to consent to the amendment shall be based upon the application of good utility practices and standards. In the event of a dispute, interpretation, or proceeding to enforce this Agreement, the prevailing party in such proceeding shall be awarded reasonable attorneys fees and costs. The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect. It is contemplated that this Agreement shall be executed in multiple counterparts, all of which together shall be deemed to be one contract. This Agreement, together with the contracts and agreements specifically referenced in this Agreement, represent the entire understanding and agreement between the parties hereto with regard to the matters addressed herein. In the event of a conflict or inconsistency between the terms of this Agreement and the terms of any other contract or agreement referenced in this Agreement or the terms of any contract or agreement not referenced in this Agreement, the terms of this Agreement shall control. All prior oral or, except to the extent provided herein, written understandings and agreements with regard to the matters addressed herein are specifically merged herein. The captions in this Agreement are for convenience only, and shall not be considered as a part of

this Agreement or in any way to amplify or modify the terms and provisions hereof. This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement, and no other person shall have the right to enforce any of the provisions contained herein. This Agreement has been jointly reviewed and drafted, and no contractual interpretation shall be made against either party as the drafter of the Agreement. All exhibits attached hereto are incorporated herein by reference as though fully stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

Witnesses:

**CITY OF HOLLAND**

\_\_\_\_\_  
Witness 1

By \_\_\_\_\_  
Kurt D. Dykstra  
Its Mayor

\_\_\_\_\_  
Witness 2

By \_\_\_\_\_  
Anna Perales  
Its Acting Deputy City Clerk

Dated: \_\_\_\_\_, 2011

**CITY OF WYOMING**

\_\_\_\_\_  
Witness 1

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

\_\_\_\_\_  
Witness 2

By \_\_\_\_\_  
Heidi A. Isakson  
Its Clerk \_\_\_\_\_

Dated: \_\_\_\_\_, 2011

The terms and conditions of the Emergency Interconnect Agreement dated as of \_\_\_\_, 2011 by and between the City of Holland and the City of Wyoming are accepted and agreed to by the County of Ottawa, acting by and through its Board of County Road Commissioners, as consistent with applicable provisions of the agreements referenced in Section 6 and 8 of the Interconnect Agreement.

**COUNTY OF OTTAWA,**  
acting by and through its  
Board of County Road  
Commissioners

By: \_\_\_\_\_  
David L. Vander Kooi  
Its: \_\_\_\_\_  
Chairman

Board of County Road Commissioners  
14110 Lakeshore Drive  
P.O. Box 739  
Grand Haven, MI 49417

## EXHIBIT A

### **Holland/Wyoming Water System Emergency Interconnect Agreement**

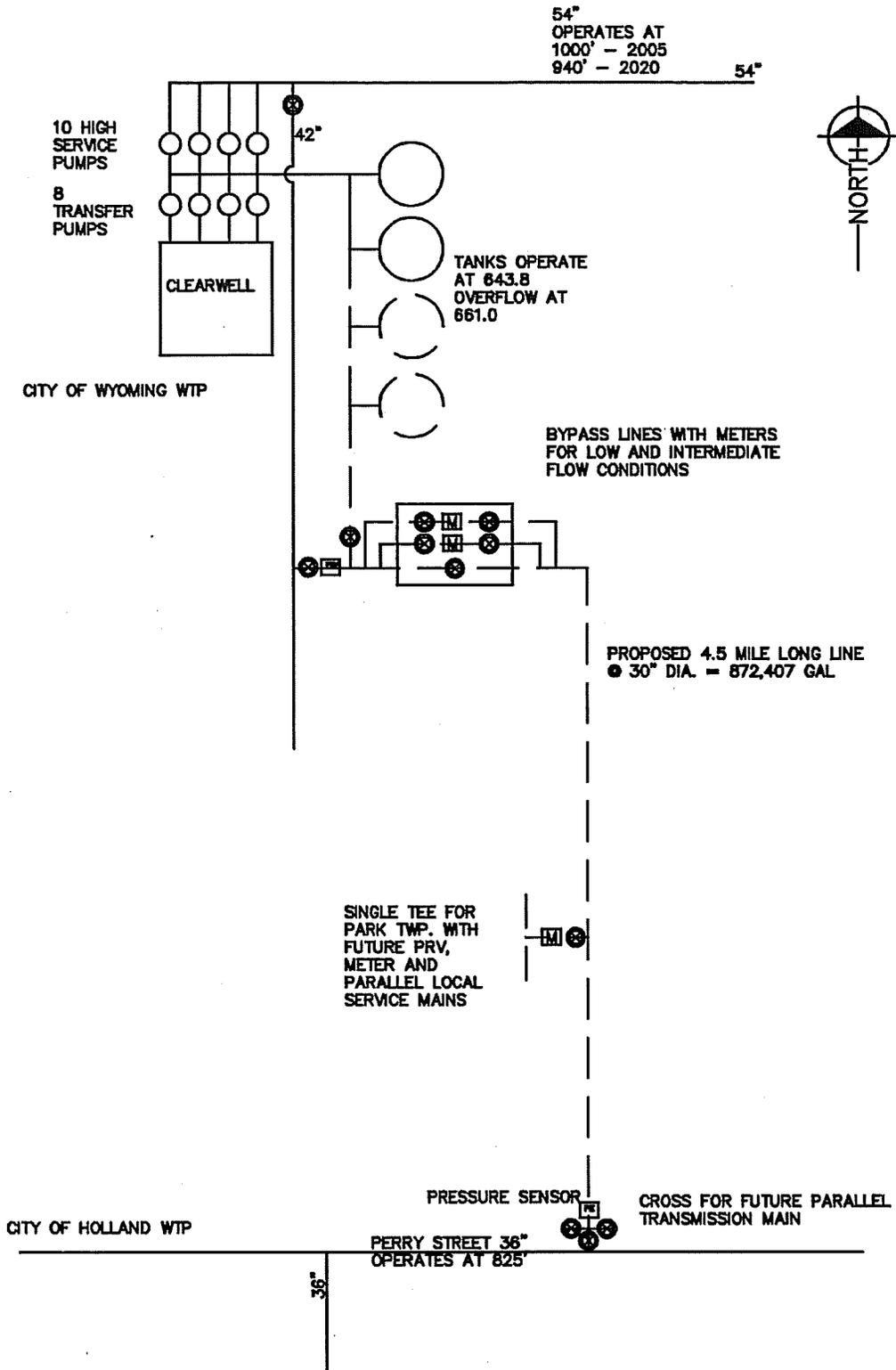
The disruption of water supply due to any of the following illustrative events and circumstances, or any combination thereof:

1. Contamination resulting from a spill of foreign material near raw water intake.
2. Frazil Ice resulting in a loss or reduction of supply.
3. Zebra Mussel control system failure resulting in the two inch chemical feed line restricting flow to low service pumps.
4. Intake pipe repairs resulting from a joint separation causing sand being drawn into pipe
5. Multiple low service pump failures resulting in low water cutoffs.
6. Repairs to wetwell and screens or sand/zebra mussel removal requiring that wetwells be removed from service, reducing intake capacity.
7. Failure in raw water piping resulting in a loss of one or both of the two 30" raw water line from low lift to Plant.
8. Partial flume structural failures/repairs
9. Basin contamination or failure or loss of a floc drive.
10. Filter maintenance (Planned/Reactionary ) or contamination.
11. Clearwell maintenance (Planned/Reactionary) contamination.
12. Failure of piping system resulting in flooding of pipe galleries or other areas of the Plant
13. Transfer pump failure.
14. High Service pump failures or planned maintenance of such pumps.
15. Power failure which is limited to either the Holland Plant or the Wyoming Plant.
16. Loss of the Holland Plant 4160 transformer.
17. Reclaim failure-limiting our filter backwash holding capacities (NPDES Permit limited to 0.250 mg/day).
18. Plant expansions/construction and tie-ins to the Holland or Wyoming Water Systems.
19. SCADA failure, upgrade, or repair.
20. Loss of personnel due to illness
21. Treatment of chemical contamination due to supply or supplier issues/accidental mixing
22. Chemical systems failures of the Holland Plant or Wyoming Plant.
23. Major Holland Plant or Wyoming Plant fire.

**EXHIBIT B**

**Drawing Depicting Interconnection Points for Holland Main  
and Wyoming Main**

DRAFT - MAY 17, 2005



**Fishbeck, Thompson, Carr & Huber**  
 Engineers • Scientists • Architects  
 Grand Rapids, Michigan (616) 575-3824  
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**CITY OF HOLLAND BPW**  
 HOLLAND, MICHIGAN  
 INTERCONNECT SCHEMATIC

PROJECT NO.  
G04687PD

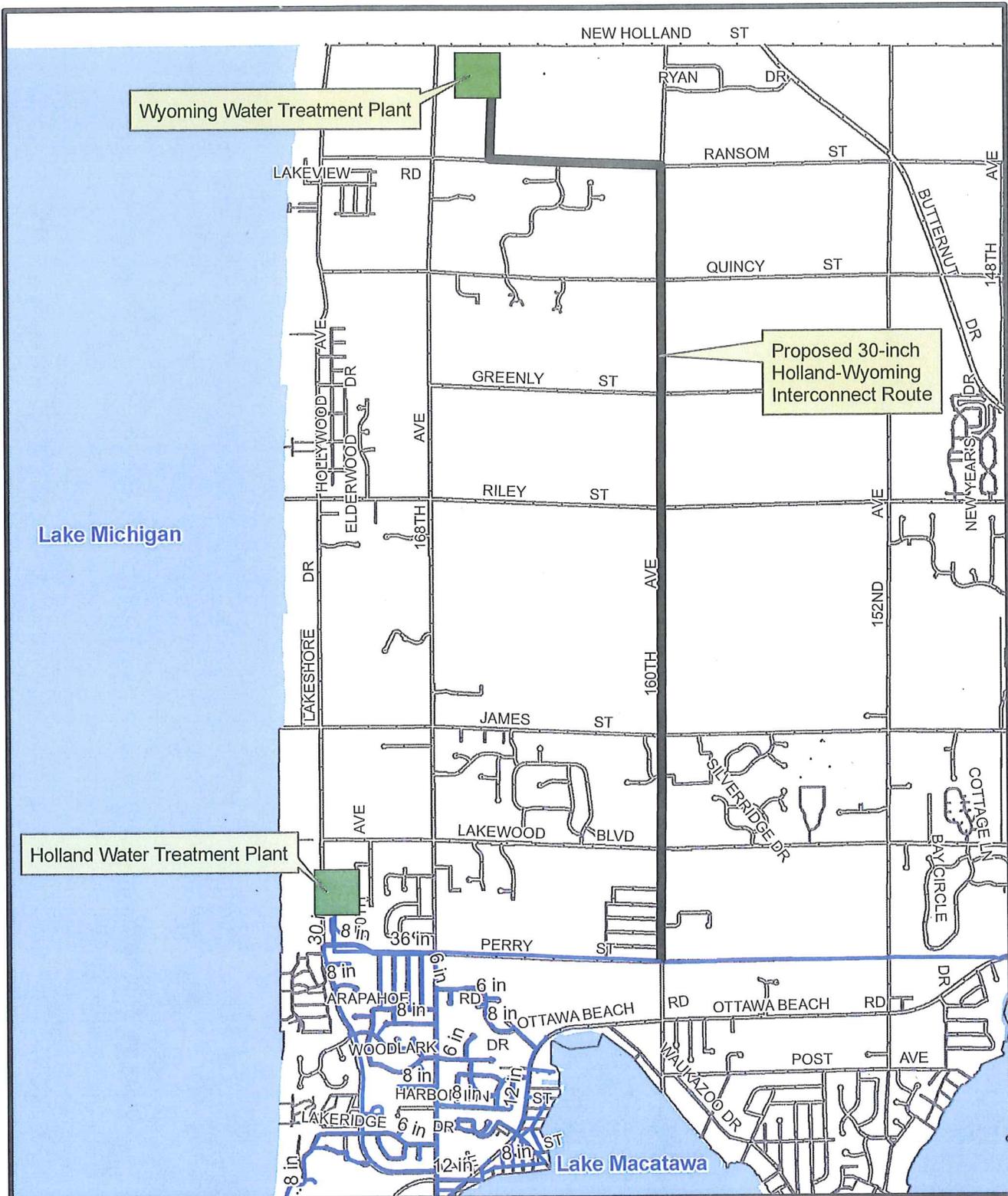
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PLOT INFO: M:\04687\REF\INTERCONNECT SCHEMATIC.DWG DATE: 5/17/2005 TIME: 2:17:28 PM USER: BOV

**EXHIBIT C**

**Description and Depiction of Interconnection Facilities**

# Exhibit C Interconnection Facilities



**EXHIBIT D**

**Hypothetical Debt Service Pro Forma**

Preliminary

**CITY OF HOLLAND, OTTAWA AND ALLEGAN COUNTIES, MICHIGAN**

Water Supply System Revenue Bonds, Series 2011A

State Drinking Water Project

Issue Summary

**Total Issue Sources And Uses**

Dated 07/01/2011 | Delivered 07/01/2011

	Holland Portion	Wyoming Portion	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds	\$3,670,000.00	\$3,240,000.00	\$6,910,000.00
<b>Total Sources</b>	<b>\$3,670,000.00</b>	<b>\$3,240,000.00</b>	<b>\$6,910,000.00</b>
<b>Uses Of Funds</b>			
Costs of Issuance	31,866.86	28,133.14	60,000.00
Deposit to Debt Service Reserve Fund (DSRF)	237,500.00	210,000.00	447,500.00
Deposit to Project Construction Fund	3,000,000.00	3,000,000.00	6,000,000.00
Other Holland Project	400,000.00	-	400,000.00
Rounding Amount	633.14	1,866.86	2,500.00
<b>Total Uses</b>	<b>\$3,670,000.00</b>	<b>\$3,240,000.00</b>	<b>\$6,910,000.00</b>

Note: The 15% principal forgiveness by the State of Michigan would be applied proportionately between Wyoming and Holland when received.

Preliminary

**CITY OF HOLLAND, OTTAWA AND ALLEGAN COUNTIES, MICHIGAN**

Water Supply System Revenue Bonds, Series 2011A

State Drinking Water Project

Issue Summary

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
07/01/2011	-	-	-	-
07/01/2012	270,000.00	2.500%	172,750.00	442,750.00
07/01/2013	275,000.00	2.500%	166,000.00	441,000.00
07/01/2014	285,000.00	2.500%	159,125.00	444,125.00
07/01/2015	290,000.00	2.500%	152,000.00	442,000.00
07/01/2016	300,000.00	2.500%	144,750.00	444,750.00
07/01/2017	305,000.00	2.500%	137,250.00	442,250.00
07/01/2018	310,000.00	2.500%	129,625.00	439,625.00
07/01/2019	320,000.00	2.500%	121,875.00	441,875.00
07/01/2020	330,000.00	2.500%	113,875.00	443,875.00
07/01/2021	340,000.00	2.500%	105,625.00	445,625.00
07/01/2022	345,000.00	2.500%	97,125.00	442,125.00
07/01/2023	355,000.00	2.500%	88,500.00	443,500.00
07/01/2024	365,000.00	2.500%	79,625.00	444,625.00
07/01/2025	370,000.00	2.500%	70,500.00	440,500.00
07/01/2026	380,000.00	2.500%	61,250.00	441,250.00
07/01/2027	395,000.00	2.500%	51,750.00	446,750.00
07/01/2028	405,000.00	2.500%	41,875.00	446,875.00
07/01/2029	415,000.00	2.500%	31,750.00	446,750.00
07/01/2030	425,000.00	2.500%	21,375.00	446,375.00
07/01/2031	430,000.00	2.500%	10,750.00	440,750.00
<b>Total</b>	<b>\$6,910,000.00</b>	<b>-</b>	<b>\$1,957,375.00</b>	<b>\$8,867,375.00</b>

**Yield Statistics**

Bond Year Dollars	\$78,295.00
Average Life	11.331 Years
Average Coupon	2.5000000%
Net Interest Cost (NIC)	2.5000000%
True Interest Cost (TIC)	2.5000000%
Bond Yield for Arbitrage Purposes	2.5000000%
All Inclusive Cost (AIC)	2.5919179%

**IRS Form 8038**

Net Interest Cost	2.5000000%
Weighted Average Maturity	11.331 Years

Note: The 15% principal forgiveness by the State of Michigan would be applied proportionately between Wyoming and Holland when received.

Preliminary

**CITY OF HOLLAND, OTTAWA AND ALLEGAN COUNTIES, MICHIGAN**

Water Supply System Revenue Bonds, Series 2011A

State Drinking Water Project

Holland Portion

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+i
07/01/2011	-	-	-	-
07/01/2012	145,000.00	2.500%	91,750.00	236,750.00
07/01/2013	145,000.00	2.500%	88,125.00	233,125.00
07/01/2014	150,000.00	2.500%	84,500.00	234,500.00
07/01/2015	155,000.00	2.500%	80,750.00	235,750.00
07/01/2016	160,000.00	2.500%	76,875.00	236,875.00
07/01/2017	160,000.00	2.500%	72,875.00	232,875.00
07/01/2018	165,000.00	2.500%	68,875.00	233,875.00
07/01/2019	170,000.00	2.500%	64,750.00	234,750.00
07/01/2020	175,000.00	2.500%	60,500.00	235,500.00
07/01/2021	180,000.00	2.500%	56,125.00	236,125.00
07/01/2022	185,000.00	2.500%	51,625.00	236,625.00
07/01/2023	190,000.00	2.500%	47,000.00	237,000.00
07/01/2024	195,000.00	2.500%	42,250.00	237,250.00
07/01/2025	195,000.00	2.500%	37,375.00	232,375.00
07/01/2026	200,000.00	2.500%	32,500.00	232,500.00
07/01/2027	210,000.00	2.500%	27,500.00	237,500.00
07/01/2028	215,000.00	2.500%	22,250.00	237,250.00
07/01/2029	220,000.00	2.500%	16,875.00	236,875.00
07/01/2030	225,000.00	2.500%	11,375.00	236,375.00
07/01/2031	230,000.00	2.500%	5,750.00	235,750.00
<b>Total</b>	<b>\$3,670,000.00</b>	<b>-</b>	<b>\$1,039,625.00</b>	<b>\$4,709,625.00</b>

**Yield Statistics**

Bond Year Dollars	\$41,585.00
Average Life	11.331 Years
Average Coupon	2.5000000%
Net Interest Cost (NIC)	2.5000000%
True Interest Cost (TIC)	2.5000000%
Bond Yield for Arbitrage Purposes	2.5000000%
All Inclusive Cost (AIC)	2.5919162%

**IRS Form 8038**

Net Interest Cost	2.5000000%
Weighted Average Maturity	11.331 Years

Note: The 15% principal forgiveness by the State of Michigan would be applied proportionately between Wyoming and Holland when received.

Preliminary

**CITY OF HOLLAND, OTTAWA AND ALLEGAN COUNTIES, MICHIGAN**

Water Supply System Revenue Bonds, Series 2011A

State Drinking Water Project

Wyoming Portion

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
07/01/2011	-	-	-	-
07/01/2012	125,000.00	2.500%	81,000.00	206,000.00
07/01/2013	130,000.00	2.500%	77,875.00	207,875.00
07/01/2014	135,000.00	2.500%	74,625.00	209,625.00
07/01/2015	135,000.00	2.500%	71,250.00	206,250.00
07/01/2016	140,000.00	2.500%	67,875.00	207,875.00
07/01/2017	145,000.00	2.500%	64,375.00	209,375.00
07/01/2018	145,000.00	2.500%	60,750.00	205,750.00
07/01/2019	150,000.00	2.500%	57,125.00	207,125.00
07/01/2020	155,000.00	2.500%	53,375.00	208,375.00
07/01/2021	160,000.00	2.500%	49,500.00	209,500.00
07/01/2022	160,000.00	2.500%	45,500.00	205,500.00
07/01/2023	165,000.00	2.500%	41,500.00	206,500.00
07/01/2024	170,000.00	2.500%	37,375.00	207,375.00
07/01/2025	175,000.00	2.500%	33,125.00	208,125.00
07/01/2026	180,000.00	2.500%	28,750.00	208,750.00
07/01/2027	185,000.00	2.500%	24,250.00	209,250.00
07/01/2028	190,000.00	2.500%	19,625.00	209,625.00
07/01/2029	195,000.00	2.500%	14,875.00	209,875.00
07/01/2030	200,000.00	2.500%	10,000.00	210,000.00
07/01/2031	200,000.00	2.500%	5,000.00	205,000.00
<b>Total</b>	<b>\$3,240,000.00</b>	<b>-</b>	<b>\$917,750.00</b>	<b>\$4,157,750.00</b>

**Yield Statistics**

Bond Year Dollars	\$36,710.00
Average Life	11.330 Years
Average Coupon	2.5000000%
Net Interest Cost (NIC)	2.5000000%
True Interest Cost (TIC)	2.5000000%
Bond Yield for Arbitrage Purposes	2.5000000%
All Inclusive Cost (AIC)	2.5919199%

**IRS Form 8038**

Net Interest Cost	2.5000000%
Weighted Average Maturity	11.330 Years

Note: The 15% principal forgiveness by the State of Michigan would be applied proportionately between Wyoming and Holland when received.

**EXHIBIT E**

**Operating Procedures**

## Exhibit E

### Holland/Wyoming Interconnect Procedures Valve Operation and Control

It is imperative to maintain the quality of the water in the 30-inch finished water line that connects the Holland and Wyoming Water Treatment Plants. The following is the procedure to be utilized to ensure the highest quality water is maintained in the pipeline. This procedure, with the approval of both parties, may be modified as needed.

1. The valve will be operated at a minimum of once a month. The operation of the valve will be on the first Tuesday of each month unless the first Tuesday is a holiday in which case it would fall to the first business day following the holiday.
2. The operation of the valve and direction of water exchange will alternate between the two treatment plants.
3. The supplying utility will operate the valve during the exchange of water.
4. The supplying utility will notify the receiving utility of their intent to operate the valve.
5. The receiving utility **must** agree to the exchange before the valve is opened.
6. If both plants are in agreement, the valve shall be opened and the flow monitored.
7. The flow through the finished water pipeline shall be of sufficient volume to ensure the water in the line is turned over at a minimum of 2 times. (Approximately 1.8 million gallons)
8. When the desired volume is reached, the valve shall be closed.
9. The supplying utility will notify the receiving utility that the interconnect valve is in the closed position.
10. Record the date, time, and volume of water exchanged.

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

RESOLUTION TO APPROVE CHANGE ORDER NUMBER THREE FOR  
THE RAW WATER MAIN AND CARBON/TRANSFORMER FACILITY PROJECT

WHEREAS, on May 18, 2009 the City Council awarded a contract to Pioneer construction for the construction of the raw water main and carbon/transformer facility at the Donald K. Shine Water Treatment Plant, and

WHEREAS, a change order is being requested as detailed in the attached memorandum from the City's Water Plant Superintendent, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize change order number three as summarized in the attached memorandum and authorizes the Mayor and City Clerk to execute the change order.

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 18th day of April, 2011.

Attachments: Memorandum  
Change Order Number Three

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

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

## Memorandum

---

**To:** Curtis Holt, City Manager  
**From:** Gerald Caron, Superintendent  
**Date:** April 12, 2011  
**Re:** Pioneer Construction Change Order #3

---

On May 18, 2009 the City Council awarded a contract to Pioneer Construction for the construction of a raw water main and carbon/transfer facility at the Donald K. Shine Water Treatment Plant. The original contract for the work totaled \$5,353,500.00.

During the course of the project two change orders have been approved at a total cost of \$31,205.95. We are now in position to issue the final balancing change order for this project which will be Change Order #3.

Change Order #3 represents a net decrease in the contract amount of \$11,679.83. As noted in the change order document, the only item of the seven changes that is a cost item is interest on retainage. The amount of interest accrued and due the contractor is \$377.44. The interest payment is required as part of the construction contract. The other six items are credits due back to the City for unspent funds in the contract allowances.

In conclusion, I recommend acceptance of Change Order #3 to the Pioneer Construction contract at a net credit of \$11,679.83. The final revised contract amount for this project with the change order is \$5,373,026.12

cc: Bill Dooley

WYOMING, MICHIGAN  
DONALD K. SHINE WATER TREATMENT PLANT

RAW WATER MAIN AND  
CARBON/TRANSFORMER FACILITY

CHANGE ORDER NO. 3

A. SCOPE. Change Order No. 3 consists of pages CO3-1 through CO3-2 and covers the following changes to the Contract provisions.

B. GENERAL

All work to be in accordance with applicable requirements of the Contract Documents.

1. Allowance Adjustment for Overhead and Profit. Previously accepted work authorized under allowance items included Contractor overhead and profit. Work included a disconnect for overhead feed to the Low Service Pump Station site, additional sidewalk and stone at the Carbon/Transformer Building, and extension of carbon fill lines. Overhead and profit for allowances is included in the Base Bid and is to be credited to the Contract for these items of work.

This change results in a decrease of \$1,733.00 to the Contract Price.

2. Interest on Retainage. Interest earned by the Owner on the retainage held shall be returned to the Contractor as indicated in the General Conditions of the Contract.

This change results in an increase of \$377.44 to the Contract Price.

3. Balance of Security Systems Allowance. Work required under the Security Systems Allowance is complete. The remaining balance of the allowance is to be credited to the Contract.

This change results in a decrease of \$543.00 to the Contract Price.

4. Balance of IP Telephone System Allowance. Work required under the IP Telephone System Allowance is complete. The remaining balance of the allowance is to be credited to the Contract.

This change results in a decrease of \$6,771.18 to the Contract Price.

5. Balance of SCADA/Control System Equipment and Software Allowance. Work required under the SCADA/Control System Equipment and Software Allowance is complete. The remaining balance of the allowance is to be credited to the Contract.

This change results in a decrease of \$1,715.09 to the Contract Price.

6. Balance of AT&T Allowance. Work required under the AT&T Allowance is complete. The remaining balance of the allowance is to be credited to the Contract.

This change results in a decrease of \$838.00 to the Contract Price.

City of Wyoming, Michigan  
Donald K. Shine WTP  
Raw Water Main and  
Carbon/Transformer Facility

CO3-1

04/08/11

7. Balance of Owner's Discretionary Allowance. Work required under the Owner's Discretionary Allowance is complete. The remaining balance of the allowance is to be credited to the Contract.

This change results in a decrease of \$457.00 to the Contract Price.

By reason of this Change Order No. 3, the Contract Price shall be decreased by \$11,679.83 to \$5,373,026.12.

SUMMARY

Original Contract Amount	\$5,353,500.00
Change Order No. 1	\$21,719.95
Change Order No. 2	\$9,486.00
Change Order No. 3	\$ (11,679.83)
Revised Contract Amount	\$5,373,026.12

All other provisions of the contract remain unchanged.

*This Change order constitutes a full and complete settlement of the matters set forth herein; including all direct and indirect costs for equipment, manpower, overhead, profit and time. This settlement also is limited to and applies to any claims arising out of or in account of the matters described and set forth in this agreement.*

Recommended by:

BLACK & VEATCH  
(Engineer)

Accepted by:

PIONEER CONSTRUCTION INC.  
(Contractor)

\_\_\_\_\_  
David S. Koch, P.E.  
Project Manager

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

CITY OF WYOMING, MICHIGAN  
(Owner)

Accepted by:

CITY OF WYOMING, MICHIGAN  
(Owner)

\_\_\_\_\_  
Gerald H. Caron  
WTP Superintendent

\_\_\_\_\_  
Jack Poll, Mayor

Approved as to form:

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

\_\_\_\_\_  
Jack R. Sluiter  
Counsel, City of Wyoming

Date \_\_\_\_\_

City of Wyoming, Michigan  
Donald K. Shine WTP  
Raw Water Main and  
Carbon/Transformer Facility

CO3-2

04/08/11

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

RESOLUTION TO AUTHORIZE THE PURCHASE  
OF LIQUID SODIUM HYPOCHLORITE

WHEREAS, as detailed in the attached memorandum from the City's Water Plant Superintendent, the City of Holland accepted formal bids for liquid Sodium Hypochlorite and included an option for the cities of Wyoming, Muskegon, and Muskegon Heights to also purchase liquid Sodium Hypochlorite as a cooperative purchase, and

WHEREAS, as detailed in the attached memorandum it is recommended City Council accept the bid for liquid Sodium Hypochlorite from Alexander Chemical Corporation, and

WHEREAS, purchases of the chemical will be charged to the utilities chemical supplies account numbers 591-591-55300-740000 and 590-590-54300-740000 with the appropriate account being charged at the of purchase, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of liquid Sodium Hypochlorite from Alexander Chemical Corporation in accordance with the attached memorandum and bid, 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 18th day of April, 2011.

Attachments: Memorandum  
Bid Form

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

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

## Memorandum

---

**To:** Kim Oostindie, Human Resources Supervisor  
**From:** Gerald Caron, Water Superintendent  
**Date:** April 11, 2011  
**Re:** Purchase of Sodium Hypochlorite

---

The City of Holland accepted bids on April 4, 2011, for Liquid Sodium Hypochlorite (NaOCL). As part of the bid the City of Holland requested an option for the Cities of Wyoming, Muskegon, and Muskegon Heights to also purchase Liquid Sodium Hypochlorite as a cooperative purchase. The intent of this cooperative purchase is to maintain cooperation between the cities and to realize a benefit of reduced cost for all of the included municipalities.

After evaluation of the bids, it is my recommendation that we continue to participate in the cooperative purchase for Liquid Sodium Hypochlorite. The low bid for Liquid Sodium Hypochlorite is from Alexander Chemical Corporation at a cost of \$150.00 per ton/\$.755 per gallon. This price represents an increase of \$20.20 per ton from last year. Liquid Sodium Hypochlorite is used at both the Drinking Water Plant and the Clean Water Plant.

In conclusion, I recommend that the City accepts the bid price from the City of Holland cooperative purchase for Liquid Sodium Hypochlorite from Alexander Chemical Corporation at a cost of \$150.00/ton.

If you concur, I request that this be taken to the City Council for approval.



**CHEMICAL PURCHASE  
Liquid Sodium Hypochlorite  
BID FORM**

**BID OPENING: Monday, April 4, 2011 @ 2:00 p.m. local time (Late bids will not be accepted.) Holland Board of Public Works, 625 Hastings Avenue, Holland, Michigan 49423  
Attn: Amy Yost**

Sealed bids are requested for a one-year term for providing liquid sodium hypochlorite on an "as needed" basis per the specifications contained herein. Quantities stated herein are approximate per year and shall not be considered as minimums or maximums.

**ITEM QUANTITY DESCRIPTION**

Cities of Holland, Wyoming, Muskegon, Muskegon Heights & Grand Haven:	Delivered Cost
1. 3,285 tons Liquid Sodium Hypochlorite,	\$ 150,000
	(\$ .755/gallon)
Tank Truck	
Specify common carrier or company owned truck	own truck
Alexander	
Specify Manufacturer	Chemical Corp
Product Name	SHBULK

Any and all costs associated with providing the liquid sodium hypochlorite as specified are to be included in the above delivered cost.

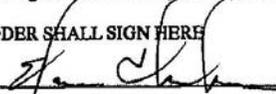
**BIDDERS ARE REQUIRED TO SUBMIT MATERIAL SAFETY DATA SHEETS AND ANS/NSF CERTIFICATION WITH THEIR BID. FAILURE TO PROVIDE ALL INFORMATION REQUIRED HEREIN MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**

DELIVERY/COMPLETION TIME 2-5 days ARO F.O.B. Delivered, Freight Included. CASH DISCOUNTS will be allowed for prompt payment as follows: 0 % cash discount if paid within 30 days or less from delivery and acceptance of goods or completion of service.

I hereby state that: 1) all of the information I have provided is true, accurate and complete, and 2) that I have authority to submit this bid, which will become a binding contract, if accepted by the Cities, 3) that I have not communicated with, nor accepted anything of value from an official or employees of the Cities that would tend to destroy or hinder free competition, and 4) that I have read, and understand and agree to be bound by all of the terms in this bid document.

Alexander Chemical Corporation  
Name of Company, Corporation, etc.  
1901 Butterfield Road; Suite 120  
Downers Grove IL 60515  
Street Name & Number City/State/Zip

Date: 03/29/11 Phone: 30-955-6050

BIDDER SHALL SIGN HERE  
By:   
Name: Norman Christensen  
Title: President

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

RESOLUTION TO AUTHORIZE THE PURCHASE  
AND INSTALLATION OF WING PLOWS AND LASER LIGHTS

WHEREAS, on August 2, 2010 the Wyoming City Council adopted Resolution number 23653 awarding the bid for the transfer, purchase and installation of plowing and spreading equipment to Knapheide Truck Equipment Company, and

WHEREAS, as detailed in the attached memorandum from the City's Assistant Director of Public Works, the bid included pricing for wing plows and laser lights and at the time of the bid award those items were not included because the effectiveness needed to be determined, and

WHEREAS, after testing of a previously purchased wing plow and laser light this past winter, it was determined that the equipment was effective and it is now recommended five wing plows and laser lights be purchased from Knapheide Truck Equipment Company, who will honor their July 13, 2010 bid prices, and

WHEREAS, funds for the purchase and installation of the wing plows and laser lights are available in account number 662-441-58500-985000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase and installation of wing plows and laser lights from Knapheide Truck Equipment Company in the amount of \$59,615.00.

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 18th day of April, 2011.

Attachments: Memorandum  
Bid Tabulation

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

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

## MEMORANDUM

DATE: April 7, 2011

TO: Mayor and City Council

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

SUBJECT: Purchase and Installation of Wing Plows and Laser Lights

On August 2, 2010 the City of Wyoming Council approved Resolution 23653 for the Transfer, Purchase and Installation of Plowing and Spreading Equipment. At the time of the bid award, wing plows and laser indicator lights were not included because the effectiveness of these items needed to be determined.

This past winter, a previously purchased wing plow and laser indicator light was tested on a salt spreader and determined to be very effective. The wing plow increased the productivity of a single truck by approximately 30%. The truck equipped with the wing plow could make a local street passable with two passes as opposed four passes. The laser indicator light allowed the plow driver to identify the anticipated location of the cutting edge of the wing plow. Even though the wing plow adds additional width, the plow truck with the laser light never hit a parked car during the winter season.

Because of the reduction in street revenues, the public works staff has been reduced significantly over the last 10 years. The addition of the wing plows and laser lights should help the staff to clear the streets in the least amount of time possible.

The additional work to be completed by the Knapheide Truck Equipment Company is estimated to be \$59,615.00. Funds are available in the Motor Pool Capital Outlay Account 662-441-58500-985.000.

**Bid Tabulation**

Items	B&B Truck Equipment			Knapheide			Truck and Trailer		
	Units	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal		
Transfer and refurbish of six stainless steel chassis mounted spreaders from used chassis to new chassis, hydraulic under body scraper, front plow hitch assembly, hydraulic system, automatic spreader control transfer, truck lighting, and additional equipment.	6	26,725	160,350	22,785	136,710	25,544	153,264		
Furnish and Install 30 gallon hydraulic tank	6	550	3,300	795	4,770	774	4,644		
Furnish and <i>Install</i> six 10ft Dump Bodies	6	10,875	65,250	22,773	136,638	22,949	137,694		
Installation of Options for Dump Body	6	3,120	18,720	835	5,010	-	-		
Furnish and Install Hot Shifted PTO	6	1,040	6,240	1,576	9,456	1,340	8,040		
Furnish and Install Front Mounted Pump Assembly	6	1,130	6,780	835	5,010	618	3,708		
Furnish and Install Junior Wing Plow	6	6,200	37,200	8,873	53,238	8,271	49,626		
Furnish and Install Laser Light GL3000PMS	6	2,395	14,370	3,050	18,300	2,781	16,686		
<b>TOTAL</b>			<b>312,210</b>		<b>369,132</b>		<b>373,662</b>		

**Recommended Award of Bid**

Items	B&B Truck Equipment			Knapheide			Truck and Trailer		
	Units	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal		
Transfer and refurbish of five stainless steel chassis mounted spreaders from used chassis to new chassis, hydraulic under body scraper, front plow hitch assembly, hydraulic system, automatic spreader control transfer, truck lighting, and additional equipment.	5			22,785	113,925	25,544	127,720		
Furnish and Install 30 gallon hydraulic tank	5			795	3,975	774	3,870		
Furnish and Install five 10ft Dump Bodies	5			22,773	113,865	22,949	114,745		
Installation of Options for Dump Body	5			835	4,175	-	-		
Furnish and Install Hot Shifted PTO	5			1,576	7,880	1,340	6,700		
Furnish and Install Front Mounted Pump Assembly	5			835	4,175	618	3,090		
<b>TOTAL</b>					<b>247,995</b>		<b>256,125</b>		

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF VEHICLES

WHEREAS, as detailed in the attached memorandum from the Assistant Director of Public Works, it is recommended the City purchase four vehicles from Garber Chevrolet using the State of Michigan governmental purchase program, and

WHEREAS, funds for the purchase of the replacement vehicles 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 the vehicles from Garber Chevrolet in the total amount of \$69,668, 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 18th day of April, 2011.

\_\_\_\_\_  
Heidi Isakson  
Wyoming City Clerk

Attachments: Memorandum

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

## MEMORANDUM

DATE: April 6, 2011

TO: Curtis L. Holt, City Manager

FROM: William D. Dooley, Director of Public Works

SUBJECT: Purchase of Police Vehicles

Due to the recent hiring of five additional police officers, and the shift of several officers to Administrative and Support Services positions, the Police Department is in need of additional vehicles. In 2008, the total number of police vehicles was reduced from 44 to 41 with the elimination of three police cruisers. Now, instead of replacing these three police cruisers, the department has requested that the motor pool fund purchase four Chevrolet Impalas for a comparable amount of money.

The purchase of these vehicles was not included in the current budget for the Motor Pool Fund - Depreciation Reserve, however, the necessary resolution and budget amendment can be prepared for the City Council's review and approval at their April 18, 2011 meeting. These vehicles are currently available from the State of Michigan governmental purchase program. Please let me know if you concur.

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

RESOLUTION TO AUTHORIZE THE SALE OF DUMP TRUCKS

WHEREAS, as detailed in the attached memorandum from the Assistant Director of Public Works, the City has received an offer from R.C. Sales and Leasing, Inc. to purchase two one ton dump trucks at a price of \$29,000 each, and

WHEREAS, staff has reviewed the offer and found it to be acceptable and recommends City Council accept the offer from R.C. Sales and Leasing, Inc., and

WHEREAS, the net proceeds of \$58,000 from the sale of the trucks will be deposited in the Sale of Equipment, Depreciation and Reserves account 662 673.026, now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the sale of two one ton dump trucks at a price of \$29,000 each to R.C. Sales and Leasing, Inc., 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 18th day of April, 2011.

\_\_\_\_\_  
Heidi Isakson  
Wyoming City Clerk

Attachments: Memorandum  
Proposal

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

## MEMORANDUM

DATE: April 5, 2011

TO: Mayor and City Council

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

SUBJECT: Sale of One-ton Dump Trucks

The Motor Pool Fund has been attempting to sell two unused one-ton dump trucks for about two years. The trucks were ordered prior to changes in the operations of the Public Works Department that no longer dictated the need for smaller dump trucks. The trucks take approximately nine to twelve months from the date of order to the date of delivery. The Public Works Department has been looking to find different equipment that will reduce the number of injuries, and improve the quality of pothole patching and isolated resurfacing.

The two trucks have been put up for sale through a formal request for bids and by displaying the vehicles at local dealerships. The formal bid process in March of 2010 brought only one offer of \$20,100.00, for each truck. The staff believed the trucks were worth approximately \$30,000 each. One Hundred Eighty invitations to bid were sent to prospective bidders.

The dealership displaying did not bring any offers until now. R.C. Sales and Leasing, Incorporated, has contacted the City and offered to purchase the trucks for \$29,000.00 each. Considering the current economy and the time the staff has invested in selling these vehicles, it is recommended that the trucks be sold to R.C. Sales and Leasing, Incorporated for \$29,000.00 each.



Sales and Leasing Inc.

23283 U.S. 33  
Elkhart, IN 46517  
Phone (574) 875-8201  
Fax (574) 875-1533

I Randy Chupp of RC Sales + Leasing  
Make a bid of \$29,000.00 each.  
On Two Trucks 2009 Ford F350 V10  
1FDWF36R89EA70406  
1FDWF36R89EA70404

My offer is Go Untill 4-23-11

RC

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

RESOLUTION TO PURCHASE A K-9

WHEREAS, as detailed in the attached memorandum from the Police Chief, it is recommended the City purchase a K-9 from Adams K-9 LLC in the amount of \$3,500.00, and

WHEREAS, the purchase of the K-9 will require approval of the attached budget amendment, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of a K-9 from Adams K-9 LLC in the amount of \$3,500.00, and

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 18th day of April, 2011.

Attachments: Memorandums  
Invoice  
Budget Amendment

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

CITY OF WYOMING BUDGET AMENDMENT

Date: April 18, 2011

Budget Amendment No. 036

To the Wyoming City Council:

**A budget amendment is requested for the following reason: To reclassify \$3,500 of budgetary authority to provide funding for the purchase of a replacement K-9 per attached resolution.**

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
Police - Patrol - Other Services - K-9 Program 101-305-31500-956.012	\$0	\$3,500		\$3,500
Transfer In - Drug Law Enforcement Fund 101-699.265	\$18,650	\$3,500		\$22,150
<b><u>Drug Law Enforcement Fund</u></b>				
Police - Transfers - Transfer to General Fund 265-305-99900-999.101	\$18,650	\$3,500		\$22,150
Fund Balance/Working Capital (Fund 265)			\$	3,500

Recommended: \_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2010-2011 be amended by adoption of the foregoing budget amendment.

Motion carried: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

I hereby certify that at a \_\_\_\_\_ meeting of the Wyoming City Council duly held on \_\_\_\_\_ the foregoing budget amendment was approved.

\_\_\_\_\_  
City Clerk

Interdepartmental Correspondence

TO: Curtis Holt – City Manager  
FROM: Chief James E. Carmody  
DATE: March 25, 2011  
SUBJECT: Purchase Replacement K-9 Baron



Administration

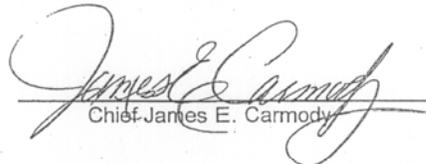
Curtis;

After our budget discussions last week, I presented to you a proposal for the purchase of a replacement canine for Officer Randy Adams current dog, Baron. Baron is getting to the end of his service age and is showing signs of skill diminishment. As you are keenly aware of, replacing a police dog can be expensive and time consuming.

Generally, we would start looking at some of the vendors around the Midwest and begin to shop for a dog that has been trained to the minimum of our standards. The handler would have to travel to where ever the vendor was located, and spend two-to-three weeks being trained to the dog. On average, not including travel and training costs, a new dog would cost between \$8,000.00 and \$10,000.00 dollars.

The attached proposal from Officer Randy Adams would not only save us the time and costs of looking for, and then training a new dog, his proposal svaes us several thousand dollrs off the top of just purchasing the dog. In addition, he is already trained to the dog and can start the dog in the field, today.

Randy is a certified trainer and has done certifications for the United States Police Canine Association, and I have the fullest confidence in his training abilities. This is a real bargain for the price, and I endorse this offer.

  
Chief James E. Carmody

cc: Capt. Schutter  
Capt. Koster

Interdepartmental Correspondence

TO: Chief Carmody  
FROM: Lt. Kip C. Snyder  
DATE: 02/04/11  
SUBJECT: Officer Adams/New K9



Patrol Services

Sir,

I have been advised by Officer Randy Adams that his current patrol dog "Baron" is very near retirement. Randy wishes to finish his career in the K9 Unit and he certainly has my endorsement for that to be so. Randy continues to be a productive member of the unit and he holds knowledge and experience that is invaluable to us as a unit and as an agency.

Officer Adams also trains working dogs on his personal time and has proposed replacing "Baron" with a dog that he has already worked and trained in patrol and narcotics work. Randy has offered to sell the dog to the City of Wyoming for \$3500 and he would begin the process of certifying the dog immediately. In the recent past, the City has paid between \$8000 and \$10,000 for a new dog so this proposal offers significant cost savings.

Lastly, be advised that Randy's new dog would be required to certify by departmental standards in front of a neutral third party per our policy. I would also recommend that we insist on the same warranty that we receive from other vendors as well as a stringent medical screening. I would be happy to discuss this with you further if you wish.

Respectfully,

Lt. Kip C. Snyder

*Serving Our Community . . . Protecting Wyoming's Future*

## Interdepartmental Correspondence

TO: Chief Carmody  
FROM: Officer Randy Adams  
DATE: 02-25-11  
SUBJECT: New K9 Proposal



Patrol Services

Sir,

Mojo is a 2 ½ old Belgian Malinois that Adams K-9 LLC has owned since he was 10 months old. The breeder is from Pennsylvania and his parents are working in Ring Sport. Mojo is AKC registered and is currently trained in basic obedience, narcotic detection, tracking, building search, and protection. A dog with this level of training sells for \$10,000-12,000. I am asking \$3500.00.

Mojo was bred at DeMeaux Malinois Kennels and whelped on 4/28/08. The sire's name is Manson's Nero and dam is Farrance's Gladice "Grace". More detailed information can be found at the kennel's web page at <http://demeauxmalinois.com/pastlitters.html>. I have very high standards and feel this is a very good fit for me and our department.

Although Adams K-9 has already x-rayed Mojo's hips and elbows, he will need a full examination by the City's Veterinarian. All of Wyoming's dogs go through a rigorous exam to make sure the dog is in good health. The new K9 would carry a warrantee of one year health and 30 day trainability. I would like approval to begin training him on duty, preparing for the USPCA Certifications in May. After he is certified, Mojo will begin taking calls and Baron will be retired.

Baron turned 10 years old in January and began showing signs of aging last year. In the cruiser he moans and his drive to search for narcotics has slowed. I am afraid of missing a narcotic hide on the street. In dog years, he is around 70 years old.

Respectfully Submitted,

Randy Adams

*Serving Our Community . . . Protecting Wyoming's Future*

Adams K-9 LLC  
 6615 Cherell  
 Allendale, MI. 49401  
 (616) 262-7169  
 Tax ID # 27-0811562



**Invoice 120**

Wyoming Police Department  
 Lt. Kip Snyder

DATE	DOG NAME	BREED	CHIP NUMBER	SALES REP.	TERMS	TAX ID
1/6/10	Mojo	Malinois	029*044*310		Due w/in 30 days	

QUANTITY	ITEM	DESCRIPTION	DISCOUNT %	TAXABLE	UNIT PRICE	TOTAL
1	Dog	Pre-Service Dual Purpose			\$3500.00	3500.00

<b>Subtotal</b>	
<b>Tax</b>	
<b>Shipping</b>	
<b>Miscella-</b>	
<b>Balance</b>	\$3500.00

REMITTANCE  
 Customer ID:  
 Date:  
 Amount Due:  
 Amount Enclosed:

Working dogs have a one year health and 30 day trainability guarantee. The health guarantee covers the hips, elbows, eyes, and heart. Medical paperwork including diagnosis, x rays, and lab results must accompany the dog on return. The guarantee covers a replacement working dog.

Signature of purchaser or agent \_\_\_\_\_ Date \_\_\_\_\_

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 memorandum and summarized below:

<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1. Disposable Paper Products	Central Poly Corporation, Nichols, Indusco Supply and Staples Advantage	Bid prices as shown on the attached tabulation sheet
2. Lawn Care Services	Endless Summer Lawn Care	Bid prices as shown on the attached tabulation sheet
3. Painting Services	Bissell Painting	\$12,240.00
4. Motor Oil, Grease & Lubricants	Major Brands Oil Co. & Rowleys Wholesale	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 regular session held on the 18th day of April, 2011.

Attachments: Memorandums  
Tabulation Sheets

\_\_\_\_\_  
Heidi Isakson  
Wyoming City Clerk

## MEMORANDUM

To: Curtis Holt, City Manager

From: Kimberly Oostindie, Human Resources Supervisor

Re: Award of Bid for Disposable Paper Products

Date: April 5, 2011

On March 15, 2011, six (6) responses were received in answer to our invitation to bid on disposable paper products. Fifty-one (51) invitations to bid on disposable paper products were sent to prospective bidders and the bids received are as shown on the attached tabulation sheet.

The disposable paper products will be utilized in the City's building and parks and will be purchased from various departmental operating supplies accounts on an as needed basis throughout the coming year.

Each department uses different products as per their needs and dispensing equipment. Review of the bids revealed Central Poly Corporation, Nichols, Indusco Supply and Staples Advantage to be the low bidders.

It is recommended the City Council award the bid for disposable paper products to Central Poly Corporation, Nichols, Indusco Supply and Staples Advantage at the prices as shown on the attached tabulation sheet.

Attachments Tabulation Sheets





# Memorandum

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**To:** Kim Oostindie, Human Resources Supervisor  
**From:** Tom Wilson, Clean Water Plant Maint. Supervisor  
**Date:** April 12, 2011  
**Re:** Resolution for Lawn Care Service

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Bid specifications were sent to numerous lawn care companies in the West Michigan area for lawn care services at the Clean Water Plant and the Meter Shop. This service is to include labor, equipment, and materials to perform mowing, edging, and weed whipping. It will also include an application of pre-emergent and broadleaf weed control in the spring at both locations. Each bidder was asked to provide pricing for mowing the grounds twice a week at the Clean Water Plant and once a week at the Meter Shop; weed whipping twice a month, and lawn edging once a month at both locations for the 2011, 2012, 2013 mowing seasons. A mowing season is 30 weeks running approximately from mid April to mid November.

On March 29, we received and opened 15 bids. The bid prices are as shown on the attached tabulation sheets.

Evaluation of the bid received from the lowest bidder, Endless Summer Lawn Care, found that it met all bid specifications. However, because this bid was substantially lower than the next lowest bid, we invited the Endless Summer Lawn Care company representatives to the Clean Water Plant for an interview and discussion of their plan on how they were going to abide by the bid specifications. Much of the discussion centered around the staffing and equipment needs necessary to meet the bid specifications. The representatives from Endless Summer Lawn Care were very comfortable with their bid and were extremely confident that they could do the job, and that we would be happy with their work. In addition to the personal interview, I also made contact with a few of their references, one of which is the Public Works Department of the City of Wyoming. I was informed that Endless Summer Lawn Care is currently in year three of a three year contract with the City. They mow over 100 different locations within the City and the PW staff is very happy with their work. In addition to contacting our Public Works Department, I also contacted some references that were provided by Endless Summer per my request. All references

*April 12, 2011*

contacted were pleased with the services provided by Endless Summer Lawn Care and would recommend, and/or, use them again.

Based on the information presented, it is my recommendation that the City Council accept the bid received for lawn care services at both the Clean Water Plant and the Meter shop as submitted by Endless Summer Lawn Care, at an annual amount of \$9,120.00 and a three year total amount of \$27, 360.00. Adequate funds exist in the Clean Water Plant Maintenance and Repair Account #590-590-54300-930000 and the Meter Department Maintenance and Repair Account # 591-591-56500-931000.

CITY OF WYOMING, MICHIGAN

TABULATION OF BIDS

On Lawncare Maintenance

Opened By City Clerk On March 29, 2011 At 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm for three years from date of award of bid.

		<i>Endless Summer Lawn Care</i>			<i>Kuiper Landscape Maintenance</i>			<i>First Class Seasonal Solutions LLC.</i>			<i>Creative Property Solutions</i>		
<i>Location &amp; Address</i>	<i>Service</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>
<b>Clean Water Plant</b>	Mowing	\$7,500.00	\$7,500.00	\$7,500.00	\$13,180.00	\$14,950.00	\$15,450.00	\$12,600.00	\$12,978.00	\$13,367.00	\$14,000.00	\$14,250.00	\$14,500.00
	Edging	Included	Included	Included	\$550.00	\$570.00	\$580.00	\$600.00	\$618.00	\$636.00	\$500.00	\$550.00	\$555.00
	Weed Whipping	Included	Included	Included	\$950.00	\$1,080.00	\$1,130.00	\$1,280.00	\$1,318.00	\$1,358.00	\$850.00	\$925.00	\$925.00
<b>Meter Shop</b>	Mowing	\$840.00	\$840.00	\$840.00	\$650.00	\$680.00	\$695.00	\$900.00	\$927.00	\$955.00	\$600.00	\$650.00	\$695.00
	Edging	Included	Included	Included	Included	Included	Included	\$80.00	\$82.00	\$84.00	\$150.00	\$150.00	\$150.00
	Weed Whipping	Included	Included	Included	Included	Included	Included	\$160.00	\$165.00	\$170.00	\$150.00	\$150.00	\$150.00
Weed Control & Crabgrass Control Application(per application)		\$390.00			\$285.00			\$240.00			\$478.00		
		<i>MSJ LawnCare</i>			<i>Dick's Lawn Service</i>			<i>Mr. Bill's Lawn Service</i>			<i>Fritsma Outdoor Services</i>		
<i>Location &amp; Address</i>	<i>Service</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>
<b>Clean Water Plant</b>	Mowing	\$15,750.00	\$16,000.00	\$16,320.00	\$14,275.44	\$14,525.00	\$14,925.00	\$14,200.00	\$14,760.00	\$15,320.00	\$16,500.00	\$17,500.00	\$18,500.00
	Edging				\$300.00	\$315.00	\$325.00	\$600.00	\$600.00	\$600.00	Included	Included	Included
	Weed Whipping				\$800.00	\$800.00	\$800.00	\$1,080.00	\$1,080.00	\$1,080.00	Included	Included	Included
<b>Meter Shop</b>	Mowing	\$570.00	\$600.00	\$630.00	\$700.00	\$740.00	\$780.00	\$600.00	\$650.00	\$700.00	\$1,000.00	\$1,200.00	\$1,400.00
	Edging				\$188.67	\$188.00	\$188.00	\$140.00	\$160.00	\$180.00	Included	Included	Included
	Weed Whipping				\$190.00	\$195.00	\$200.00	\$140.00	\$160.00	\$180.00	Included	Included	Included
Weed Control & Crabgrass Control Application(per application)		\$170.00			\$157.00			\$125.00			\$150.00		

		<i>Natural Landscapes, LLC</i>			<i>Heyboer Landscape Maintenance</i>			<i>Dave's Lawn Service/Landscaping LLC</i>			<i>DeHaan's Lawn &amp; Landscape Management Inc.</i>		
<i>Location &amp; Address</i>	<i>Service</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>
<b>Clean Water Plant</b>	Mowing	\$15,800.00	\$15,800.00	\$15,800.00	\$19,350.00	\$20,500.00	\$22,100.00	\$18,000.00	\$19,800.00	\$21,600.00	\$18,800.00	\$19,200.00	\$20,200.00
	Edging	\$490.00	\$490.00	\$490.00	Included	Included	Included	\$525.00	\$550.00	\$575.00	\$600.00	\$600.00	\$625.00
	Weed Whipping	\$1,200.00	\$1,200.00	\$1,200.00	Included	Included	Included	\$850.00	\$875.00	\$900.00	\$1,100.00	\$1,175.00	\$1,250.00
<b>Meter Shop</b>	Mowing	\$450.00	\$450.00	\$450.00	\$590.00	\$630.00	\$648.00	\$750.00	\$825.00	\$900.00	\$600.00	\$620.00	\$660.00
	Edging	\$70.00	\$70.00	\$70.00	Included	Included	Included	\$120.00	\$130.00	\$140.00	\$85.00	\$85.00	\$100.00
	Weed Whipping	\$140.00	\$140.00	\$140.00	Included	Included	Included	\$150.00	\$180.00	\$210.00	\$150.00	\$150.00	\$175.00
Weed Control & Crabgrass Control Application(per application)		\$125.00			\$385.00			\$350.00			\$189.40		
		<i>Brookview Lawncare LLC</i>			<i>Pro Mow Lawn Care &amp; Landscape</i>			<i>Royal Landscape Incorporated</i>					
<i>Location &amp; Address</i>	<i>Service</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>			
<b>Clean Water Plant</b>	Mowing	\$20,006.25	\$20,606.44	\$21,224.63	\$28,800.00	\$29,376.00	\$29,964.00	\$79,500.00	\$81,900.00	\$84,300.00			
	Edging	\$1,092.00	\$1,124.76	\$1,158.50	\$520.00	\$530.00	\$530.00	\$1,440.00	\$1,483.20	\$1,440.00			
	Weed Whipping	\$2,846.25	\$2,931.64	\$3,019.59	\$840.00	\$857.00	\$857.00	\$5,400.00	\$5,562.00	\$5,728.86			
<b>Meter Shop</b>	Mowing	\$585.00	\$602.55	\$622.63	\$700.00	\$714.00	\$714.00	\$750.00	\$772.50	\$795.75			
	Edging	\$89.25	\$91.93	\$94.69	\$240.00	\$240.00	\$240.00	\$90.00	\$92.70	\$95.50			
	Weed Whipping	\$89.25	\$91.93	\$94.69	\$240.00	\$240.00	\$250.00	\$225.00	\$231.75	\$238.75			
Weed Control & Crabgrass Control Application(per application)		\$125.00			\$ 530.00			\$845.00					

**Memorandum**

**To:** Kim Oostindie, Human Resources Supervisor  
**From:** Tom Wilson, Clean Water Plant Maint. Supervisor  
**Date:** April 12, 2011  
**Re:** Resolution for Painting of Two Primary Pump Houses

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As a cost saving measure, The Clean Water Plant is attempting to keep the cost of maintaining the Plant down, while keeping the appearance of the Plant up to City standards. In our efforts to improve the condition of the interior of the Plant's two Primary Pump Houses, it is necessary for the Clean Water Plant to hire a professional painting contractor. The contractor will be responsible for the removal of all peeling paint on the walls, ceiling, concrete tanks, and equipment so as to assure good contact of the new epoxy paint.

Other select areas of the Plant will be painted on a date to be determined.

Bid documents were sent to 39 approved bidders. Eight bids were received and are as shown on the attached tabulation sheet.

Evaluation of the bid received from Bissell Painting found that it meets all bid specifications. Based on the information presented, I recommend that the City Council accept the bid received for the painting of the interior of two Primary Pump Houses as submitted by Bissell Painting in the amount of \$12,240.00. Adequate funds are available in the Clean Water Plant Repairs and Maintenance Account #590-590-54300-930000.

CITY OF WYOMING, MICHIGAN  
TABULATION OF BIDS

On Painting Services

Opened By City Clerk On April 12, 2011 At 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm through  
project completion.

	<b>North Pump House</b>	<b>South Pump House</b>	<b>Total bid for both locations</b>
Bissell Painting	\$6,120.00	\$6,120.00	\$12,240.00
Painting Plus	\$8,100.00	\$8,100.00	\$16,200.00
Dave Cole Decorators, Inc.	\$8,450.00	\$8,450.00	\$16,900.00
MCC Squared Painting Inc.	\$8,500.00	\$8,450.00	\$16,950.00
Oh-Man Enterprises LLC	\$8,524.00	\$8,524.00	\$17,048.00
Kooi Industrial Painting Co.	\$9,050.00	\$8,650.00	\$17,700.00
Seven Brothers Painting	\$9,300.00	\$9,300.00	\$18,600.00
Fedewa Inc.	\$9,449.00	\$9,449.00	\$18,898.00

## MEMORANDUM

DATE: April 5, 2011  
TO: Mayor and City Council  
FROM: William D. Dooley, Director of Public Works  
SUBJECT: Award of Bid for Motor Oil, Grease and Lubricants

On Tuesday, March 29, 2011, the City Clerk received four bid responses to be the City's supplier of bulk motor oil and lubricants; one bidder withdrew their bid. Twenty invitations to bid were sent to prospective bidders.

The motor oil and lubricants are used to maintain all city owned vehicles and equipment.

Upon reviewing the bids, it is recommended that the bid be split and awarded to the two lowest bidders as follows:

### Major Brands Oil Company

- Synthetic Bulk Engine Oil - 5W40
- Gear Lubricant
- Synthetic Light Duty Automatic Transmission Fluid
- Hydraulic Oil

### Rowleys Wholesale

- Synthetic Engine Oil - 5W20
- Bulk Synthetic Engine Oil - 5W20
- Chassis Lubricant - Medium Duty
- Chassis Lubricant - Heavy Duty
- Synthetic Heavy Duty Automatic Transmission Fluid

Sufficient funds are available in the Motor Pool Maintenance Supply Account 661-441-58200-775.000. We anticipate spending approximately \$17,000.00 for oil and lubricants over a one year period.

Attachment: Bid Tabulation

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

**On Motor Oil, Grease & Lubricants**

**Opened By The City Clerk On March 29, 2011 At 11:00 O'clock a.m.**

**All bid prices firm for orders placed within one year from date of award of bid.**

<b>Item Description</b>	<b>Size</b>	<b>Rowleys Wholesale</b>	<b>Major Brands Oil Company</b>	<b>J&amp;H Oil Company</b>
Synthetic Bulk Engine Oil - 5W40	500 Gallons	\$7,625.00	<b>\$6,825.00</b>	\$6,840.00
Snythetic Engine Oil - 5W20	Per Drum	<b>\$490.90</b>	\$550.00	\$1,062.60
Bulk Synthetic Engine Oil - 5W20	Per Gallon	<b>\$8.08</b>	\$10.00	\$19.32
Gear Lubricant	400 lb. Drum	\$477.76	<b>\$193.90</b>	\$592.45
Chassis Lubricant - Medium Duty	400 lb. Drum	<b>\$516.93</b>	\$822.73	\$1,258.70
Chassis Lubricant - Heavy Duty	400 lb. Drum	<b>\$516.93</b>	\$822.73	\$1,258.70
Synthetic Light Duty Automatic Transmission Fluid	250 Gallons	\$2,955.00	<b>\$2,000.00</b>	\$3,040.00
Synthetic Heavy Duty Automatic Transmission Fluid	55 gal. Drum	<b>\$684.06</b>	\$1,150.00	\$1,312.30
Hydraulic Oil	250 Gallons	\$1,300.00	<b>\$1,187.50</b>	\$1,570.00
		\$14,574.66	\$13,561.86	\$16,954.07

**\* Red indicates Low Bidder**