

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 2, 2011 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Will Clegg, Wesley Park United Methodist Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the special meeting of April 18, 2011 and the regular meeting of April 18, 2011.
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m.: To receive comment on the proposed Budget for 2011-2012 for the City of Wyoming.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Chief Austin to present the 2010 Fryling/Yonker Firefighter of the Year Award to Firefighters Brad Deppe and Brian Fryling.
 - b) Proclamations
 1. Municipal Clerk's Week, May 1 - May 7, 2011.
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 1. Expense Reports of Councilmembers Bolt, Vanderwood, Ver Hulst and Voorhees for their attendance at the MML Capital Conference on April 6, 2011.
 - b) From City Manager
 1. Report No. 11-01: Acceptance of a Quit Claim Deed for property at 1515 – 28th Street. (Baker)
 2. Report No. 11-02: Authorization of a Quit Claim Deed for property at 2660 Burlingame Avenue. (City of Wyoming – Public Works Site)
- 13) Budget Amendments**
- 14) Consent Agenda**
 - a) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Benteler Automotive Corporation (May16, 2011 at 7:01 p.m.)
- 15) Resolutions**
 - b) To Approve Charitable Gaming Licenses for Just Do it Again Hoops the Next Generation, in the City of Wyoming
 - c) To Waive Certain Requirements of the Code of the City of Wyoming for Knights of Columbus Carnival

- d) To Accept a Grant from the Michigan Department of State for Electronic Poll Book Equipment
- e) To Accept Grant Funding received through the City of Grand Rapids Combined Auto Theft Team, Multi-Jurisdictional Task Force (Budget Amendment No. 37)

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

- f) To Authorize an Amendment to the New World Agreement and to Authorize the Mayor and City Clerk to Execute the Agreement
- g) To Authorize the Mayor and City Clerk to Execute an Interjurisdictional Agreement for Administration and Enforcement of Sanitary Sewer Use Ordinance between the City of Grand Rapids and the City of Wyoming
- h) To Authorize Michigan Pavement Marking to Perform the Annual Major Street Pavement Marking for 2011
- i) To Terminate a Bid for the Grinding and Disposal of Brush with Big Chipper, Inc. and to Award the Bid to the Second Lowest Bidder, Michigan Wood Fibers, LLC
- j) To Award the Bid for Median Mowing for 2011
- k) To Authorize the Purchase of Aluminum Sign Blanks from Rathco Safety Supply, Inc.
- l) To Award the Bid for Bituminous Paving Materials
- m) To Authorize Payment for the Emergency Repair of a Salt Spreader Engine
- n) To Extend the Bid for Police and Fire Department Uniform Clothing Items
- o) To Authorize the Purchase of Air Cards and Wireless Service from Verizon Wireless

17) Ordinances

- 3-11: To Amend the Definition of “Secondhand Dealer” in multiple sections of Chapter 90 and the portions of Section 90-895 entitled “Pawnshops or Secondhand Dealers, Sales of Used Merchandise and Rental of New or Used Merchandise, excluding Motor Vehicles” and to add four sections to Chapter 90 of the Code.

FINAL READING

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

- a) Labor Negotiations

21) Adjournment

PROCLAMATION

**MUNICIPAL CLERKS WEEK
MAY 1 through MAY 7, 2011**

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, the Office of the Municipal Clerk, the oldest among public servants; provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annuals meetings of their state, province, county and international professional organizations.

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, JACK POLL, Mayor of the City of Wyoming, Michigan do hereby proclaim the week of May 1 through May 7, 2011 as

MUNICIPAL CLERKS WEEK

and further extend appreciation to our Municipal Clerk, Heidi Isakson, and to all Municipal Clerks for the vital service they perform and their exemplary dedication to the communities they represent.

JACK POLL, MAYOR
City of Wyoming, Michigan

May 2, 2011

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 11-01:

Subject: Acceptance of a Quit Claim Deed for property at 1515 - 28th Street
(Baker)

Councilmembers:

The owner (Baker 1515 Realty LLC) of the Car City site located at 1515 - 28th Street has submitted the following described Quit Claim Deed. The deed conveys land to the City of Wyoming as part of a land swap between Car City and the City of Wyoming. The land swap straightens offset parcel lines. The land swap is shown on the attached drawing.

Grantor:	Baker 1515 Realty, LLC
Parent Parcels:	41-17-11-351-016
Right of Way Size:	110.12' x 100.00'
Consideration:	Less than One Hundred Dollars

It is recommended that the City Council accept the attached Quit Claim Deed which has been approved as to form by the City Attorney.

Respectfully submitted,

Curtis L. Holt
City Manager

Attachments: Deed & Drawing

QUITCLAIM DEED

The Grantor, Baker 1515 Realty, LLC, a Michigan limited liability company
whose address is 1515 28th Street, SW, Wyoming, Michigan, 49509

DOES HEREBY QUITCLAIM TO THE GRANTEE

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

See Exhibit "A" attached hereto for Legal Description

together with all improvements, fixtures, easements, hereditaments and appurtenances associated with the real property.

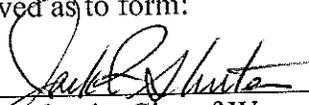
For consideration of less than One Hundred Dollars (\$100.00).

The real property may be located within the vicinity of farmland or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This transaction is exempt from state and county transfer tax pursuant to MCL 207.526(a) and 207.505(a).

DATED: April 19, 2011

Approved as to form:


Attorney for the City of Wyoming

WITNESSES:


* Donald M. Kolehouse


* Jeff Vellenga

BAKER 1515 REALTY, LLC,
a Michigan limited liability company

By: 
Jeffrey Baker, Its President

*Print or type name beneath signature line

EXHIBIT A

LEGAL DESCRIPTION

Real property located in the City of Wyoming, County of Kent, and State of Michigan, legally described as follows:

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN; DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE S88°11'47"E 764.07 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE N00°50'14"W 566.41 FEET TO THE POINT OF BEGINNING; THENCE N00°57'05"W 100.00 FEET TO THE SOUTH 1/16 LINE; THENCE S88°13'17"E 110.12 FEET; THENCE S00°50'12"E 100.00 FEET; THENCE N88°13'17"W 110.12 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 0.25 ACRES.

FROM CAR CITY TO WYOMING

PROJECT NO.: 10060

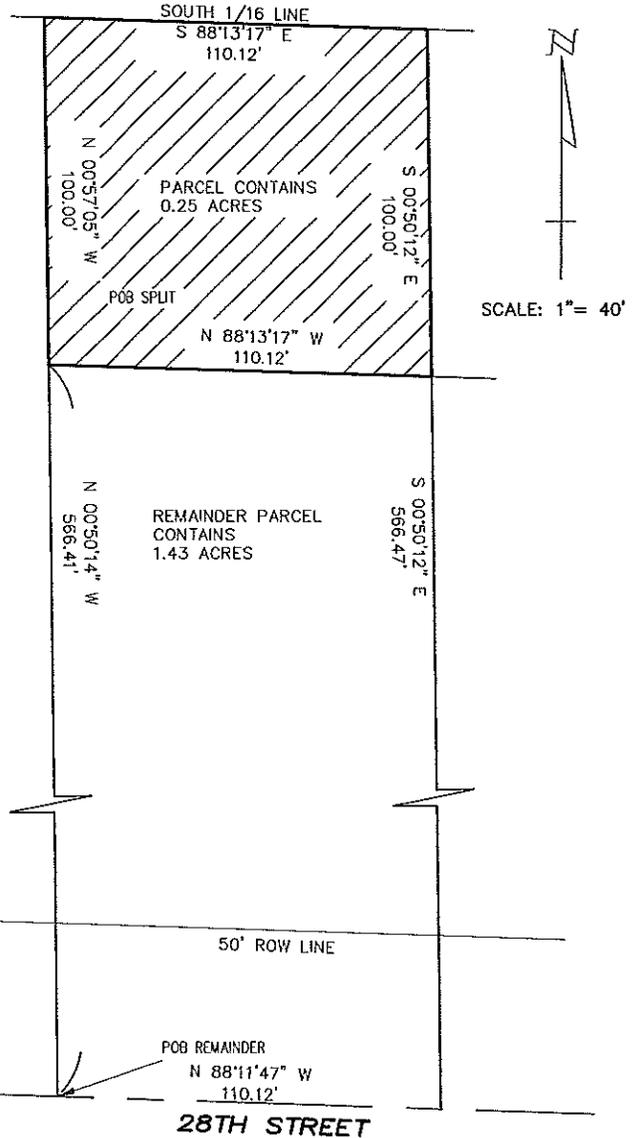
DATE: 11/29/2010

FOR: ENGINEERING DEPARTMENT
2660 BURLINGAME AVE. SW
WYOMING, MI 49509

LEGAL DESCRIPTION (41-17-11-351-016):
SOUTH 425 FEET OF THE WEST 3/4 OF THE
SOUTH 1/2 OF THE SOUTHWEST 1/4, EXCEPT
THE WEST 660 FEET AND EXCEPT THE EAST 220
FEET OF SECTION 11, TOWN 6 NORTH, RANGE 12
WEST, SUBJECT TO ROAD RIGHT OF WAY ON THE
SOUTHERLY SIDE FOR 28TH STREET (100' WIDE).
PARCEL CONTAINS 1.68 ACRES.

PARCEL SPLIT LEGAL DESCRIPTION:
PART OF THE SOUTHWEST 1/4 OF SECTION 11,
TOWN 6 NORTH, RANGE 12 WEST, CITY OF
WYOMING, KENT COUNTY MICHIGAN; DESCRIBED
AS: COMMENCING AT THE SOUTHWEST CORNER
OF SAID SECTION; THENCE S 88°11'47" E 764.07
FEET ALONG THE SOUTH LINE OF SAID SECTION;
THENCE N 00°50'14" W 566.41 FEET TO THE
POINT OF BEGINNING; THENCE N 00°57'05" W
100.00 FEET TO THE SOUTH 1/16 LINE; THENCE
S 88°13'17" E 110.12 FEET; THENCE S 00°50'12"
E 100.00 FEET; THENCE N 88°13'17" W 110.12
FEET TO THE POINT OF BEGINNING. THIS PARCEL
CONTAINS 0.25 ACRES.

REMAINDER LEGAL DESCRIPTION:
PART OF THE SOUTHWEST 1/4 OF SECTION 11,
TOWN 6 NORTH, RANGE 12 WEST, CITY OF
WYOMING, KENT COUNTY MICHIGAN; DESCRIBED
AS: COMMENCING AT THE SOUTHWEST CORNER
OF SAID SECTION; THENCE S 88°11'47" E 764.07
FEET ALONG THE SOUTH LINE OF SAID SECTION
TO THE POINT OF BEGINNING; THENCE N
00°50'14" W 566.41 FEET; THENCE S 88°13'17"
E 110.12 FEET; THENCE S 00°50'12" E 566.47
FEET TO THE SOUTH LINE OF SAID SECTION;
THENCE N 88°11'47" W 110.12 FEET ALONG THE
SAID SOUTH LINE OF THE SECTION TO THE
POINT OF BEGINNING. SUBJECT TO ROAD RIGHT
OF WAY ON THE SOUTHERLY SIDE FOR 28TH
STREET. PARCEL CONTAINS 1.43 ACRES
INCLUDING ROW.



SOUTHWEST CORNER
SECTION 11
T6N, R11W

SOUTH LINE SEC 11
S 88°11'47" E
764.07'

POB REMAINDER
N 88°11'47" W
110.12'

28TH STREET

This survey was made from above legal description which was given to us as a complete description of the property. Both map and description should be compared with Abstract of Title or Title Policy for any exceptions, easements or differences in description.

* TITLEWORK NOT FURNISHED

<p>LEGEND</p> <ul style="list-style-type: none"> ● IRON STAKE (Found) ○ IRON STAKE (Set) x-x FENCE R RECORDED DIMENSION D DEED DIMENSION M MEASURED DIMENSION ⊕ CENTER LINE □ WOOD STAKE 	<p>mbn meyers, bueche & nies, inc civil engineers/surveyors 1551 richmond st. grand rapids, mi 49504 616-457-5030 fax 616-457-8244</p>	<p>STATE OF MICHIGAN PAUL E. SCHUTTER PROFESSIONAL SURVEYOR No. E2453 LICENSED PROFESSIONAL SURVEYOR</p>	<p><i>Paul E. Schutter</i> PAUL E. SCHUTTER PROFESSIONAL SURVEYOR NO. 52453</p>
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PW SITE

U-HAUL

LAND QCD TO CITY

LAND TO CAR CITY

NEW BOUNDARY

CAR CITY SITE

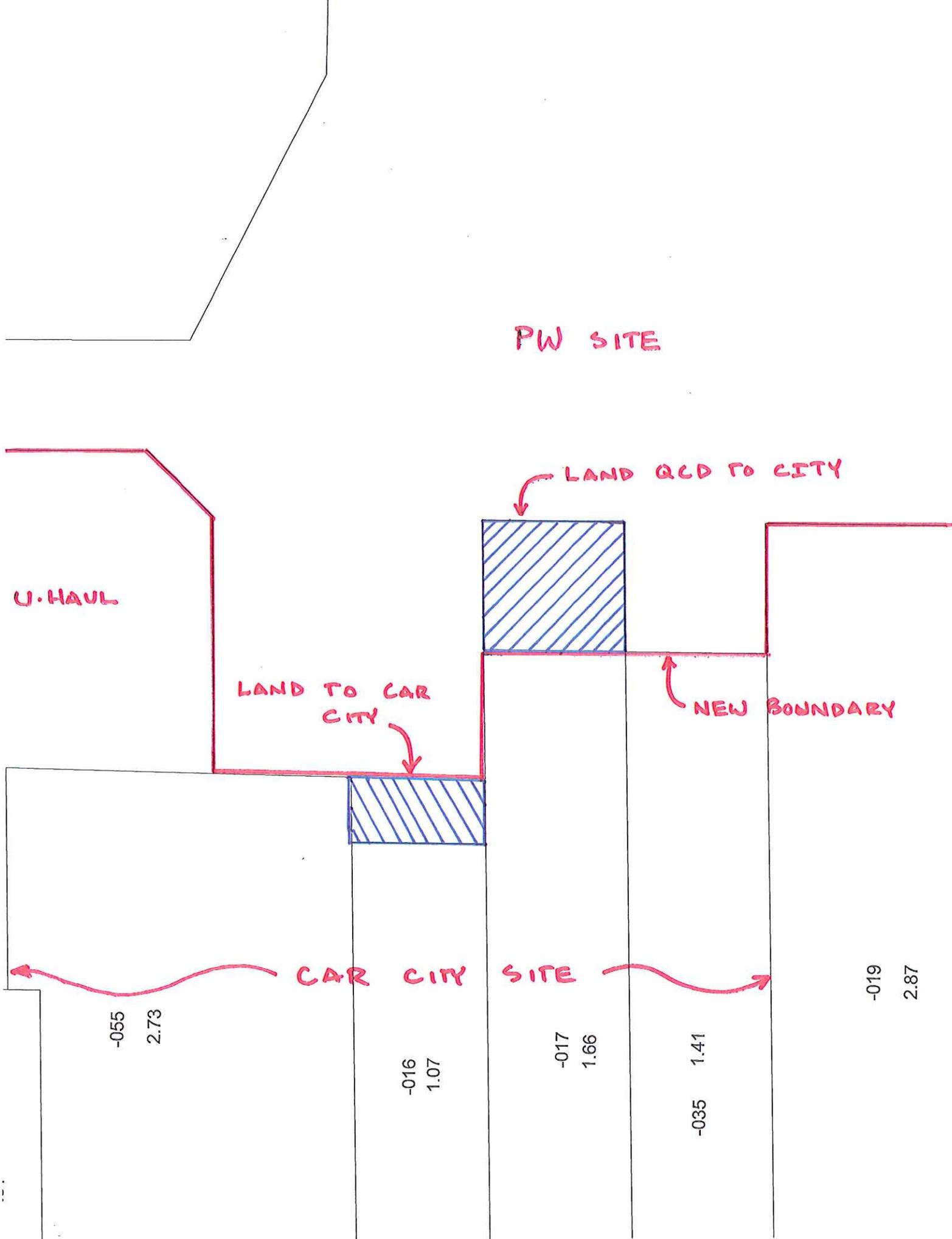
-055
2.73

-016
1.07

-017
1.66

-035
1.41

-019
2.87





PW SITE

CAR STORAGE

May 2, 2011

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 11-02:

Subject: Authorization of a Quit Claim Deed for property at 2660
Burlingame Avenue (City of Wyoming – Public Works Site)

Councilmembers:

The City of Wyoming, owner of the Public Works Site located at 2660 Burlingame Avenue, has submitted the following described Quit Claim Deed. The deed conveys land to the Baker 1515 Realty LLC (owner of Car City - 1515 - 28th Street) as part of a land swap between Car City and the City of Wyoming. The land swap straightens offset parcel lines of the adjacent properties. The land swap is shown on the attached drawing.

Grantor:	City of Wyoming
Parent Parcels:	41-17-11-351-063
Right of Way Size:	108.13' x 49.50'
Consideration:	Less than One Hundred Dollars

It is recommended that the City Council accept the attached Quit Claim Deed which has been approved as to form by the City Attorney.

Respectfully submitted,

Curtis L. Holt
City Manager

Attachments: Deed & Drawing

QUITCLAIM DEED

The Grantor, City of Wyoming, a Michigan municipal corporation
whose address is 1155 28th Street, SW, Wyoming, Michigan, 49509

DOES HEREBY QUITCLAIM TO THE GRANTEE

Baker 1515 Realty, LLC, a Michigan limited liability company, whose address is 1515 28th Street, SW, Wyoming, Michigan 49509, the real property located in the City of Wyoming, County of Kent, and State of Michigan, legally described as follows:

See Exhibit "A" attached hereto for Legal Description

together with all improvements, fixtures, easements, hereditaments and appurtenances associated with the real property.

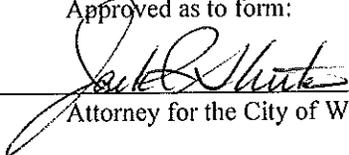
For consideration of less than One Hundred Dollars (\$100.00).

The real property may be located within the vicinity of farmland or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This transaction is exempt from state and county transfer tax pursuant to MCL 207.526(a) and 207.505(a).

DATED: _____

Approved as to form:



Attorney for the City of Wyoming

WITNESSES:

*

By: _____
Jack A. Poll its Mayor

*

By: _____
Heidi A Isakson its Clerk

* Print or type name beneath signature line

EXHIBIT A

LEGAL DESCRIPTION

Real property located in the City of Wyoming, County of Kent, and State of Michigan, legally described as follows:

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 6 NORTH, RANGE 12 WEST, KENT COUNTY, MICHIGAN, COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE S88°11'47"E 656.20 FEET ALONG THE SOUTH LINE OF THE SECTION TO THE WEST 1/16 LINE; THENCE N00°52'20"W 425.46 FEET ALONG THE WEST 1/16 LINE TO THE POINT OF BEGINNING; THENCE N00°52'20"W 49.50 FEET ALONG THE WEST 1/16 LINE; THENCE S88°11'47"E 108.16 FEET; THENCE S00°50'14"E 49.96 FEET; THENCE N88°11'47"W 108.13 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 0.12 ACRES.

09652 (001) 546904.4

PW SITE

U-HAUL

LAND QCD TO CITY

LAND TO CAR CITY

NEW BOUNDARY

CAR CITY SITE

-055
2.73

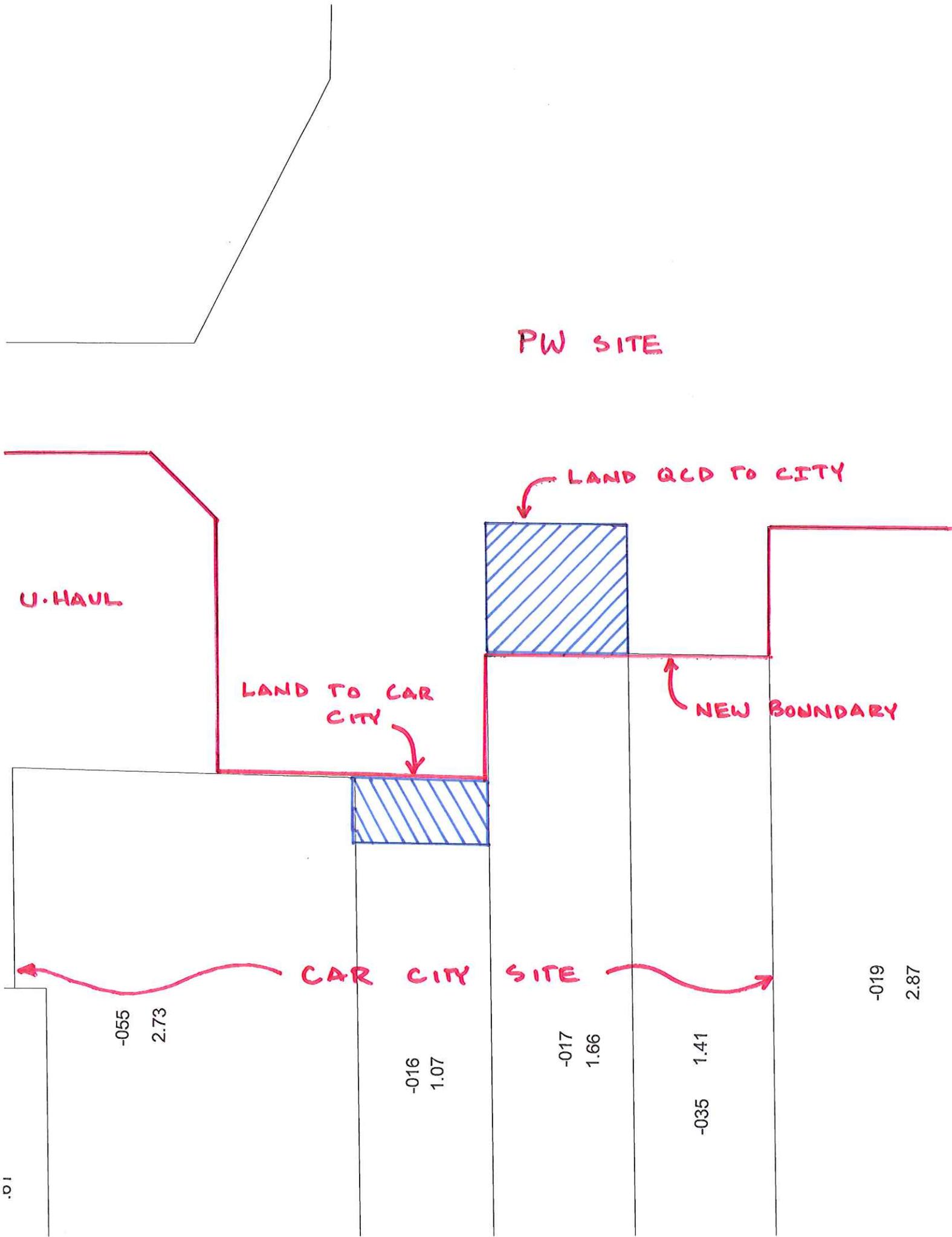
-016
1.07

-017
1.66

-035
1.41

-019
2.87

.01





05/02/11
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR BENTELER AUTOMOTIVE CORPORATION

WHEREAS, the City established Industrial Development District Number 117 and 177 under Act 198, Public Acts of 1974, as amended by adopting Resolution Number 11824 on June 16, 1986 and Resolution 16813 on October 17, 1994 and

WHEREAS, after the districts were established Benteler Automotive filed an application for an Industrial Facilities Exemption Certificate under Act 198 for personal property having an estimated cost of \$5,097,900.00, to be located at 3721 Hagen Drive SE, Wyoming, Michigan, and

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

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

1. A public hearing on whether to approve the application by Benteler Automotive Corporation for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on May 16, 2011 in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.

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

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

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 2nd day of May, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

EXHIBIT A

Legal Description

Address: 3721 Hagen Drive SE, Wyoming, MI 49548

Tax Parcel No.: 41-18-19-126-059

Legal Description:

Lot 24. ent Industiral Center. Also Lot 98 Kent Industrial Center No. 2.



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(K)(ii))

At a regular meeting of the Wyoming City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Jack Poll on May 2, 2011
DATE

at 7:00 a.m. a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Just Do It Again Hoops ... of Wyoming
NAME OF ORGANIZATION CITY
The Next Generation
 county of Kent, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses, be considered for Approval.
APPROVAL/DISAPPROVAL

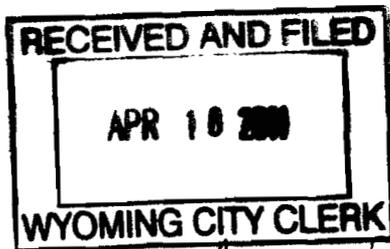
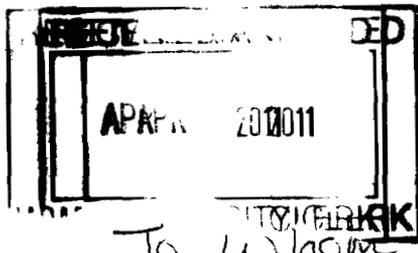
APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the Wyoming City Council at a regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
 meeting held on May 2, 2011.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK
Heidi A. Isakson, City Clerk
PRINTED NAME AND TITLE

1155 28th St SW, PO Box 905, Wyoming, MI 49509-0905
ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)



4/1/2011

To Whomever it May Concern,

I am requesting to have Just Do It Again Hoops... The next generation, to be recognized as a charity.

We use basketball to help teach children important life skills and responsibilities, and commitment. During the fall and winter we play in local leagues and travel to some tournaments. In the summer we travel to tournaments and end our summer with AYBT Nationals, which is held in Fort Wayne, Indiana. Getting recognized as a charity would help us be able to raise money for these children, so we would be able to chaperone, provide food, and lodging for them. Thank you for your time.

Sincerely,
Jedi Harley, President
Lonnie Harley, Vice President

606-367-0119
Pay Jus @ Hotmail. Com

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 22 2010**

JUST DO IT AGAIN HOOPS THE NEXT
GENERATION
1523 DEN HERTOOG
WYOMING, MI 49509

Employer Identification Number:
30-0579761
DLN:
300256036
Contact Person:
DEL TRIMBLE ID# 31309
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 21, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

JUST DO IT AGAIN HOOPS THE NEXT

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Choi". The signature is written in a cursive, somewhat stylized font.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received	(FOR BUREAU USE ONLY)
SEP 21 2009	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document

Name		
Jodi Harley		
Address		
1523 Den Hertog		
City	State	Zip Code
wyoming	mi	49509

FILED

SEP 21 2009

EFFECTIVE DATE _____ Administrator
BUREAU OF COMMERCIAL SERVICES

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

70549A

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:
Just Do it Again Hoops....The Next Generation

ARTICLE II

The purpose or purposes for which the corporation is organized are:
To increase Basketball and Life skills among youth between the ages of 7 to 18

ARTICLE III

1 The corporation is organized upon a Nonstock basis.
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is _____ . If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

B.K.
/R

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 2 day of September, 2009.

Lydi Hailey

Lonnie Hailey

BYLAWS OF

JUST DO IT AGAIN HOOPS THE NEXT GENERATION GRAND RAPIDS, MI (jdiah)

Article I: NAME AND BOUNDARIES

- Section 1 The name of this corporation shall be the: Just do it again hoops,the next generation (JDIAH)
- Section 2 The boundaries shall be the entire area of the United States.

Article II: PURPOSE AND ACTIVITIES

- Section 1 JDIAH is concerned with all the issues which impact the quality of life among youth in the United States. NJI may do any and all lawful acts in furtherance of the specific purposes as stated below:
- A. Promote communication, cooperation and friendship among youth between the ages of 8 to 18 years of age;
 - B. Maintain and improve the social and economic opportunities for youth through the building of their basketball skills.
 - C. Identify socialization problems, social and economic needs, and develop and implement ability to enjoy a fulfilling social and economic life;
 - D. Initiate programs to assist youth in developing their basketball skills;
 - E. Develop a spirit of pride, success and individual entrepreneurship within youth;
 - F. Help to create changes that will enhance each person's dignity; standard of living.
- Section 2 To solicit and receive grants and contributions. To engage needed personnel and services, as may be necessary, to carry out the purposes of this corporation.
- Section 3 Restrictions on Activities:
- A. No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future federal tax code) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the internal Revenue Code (or corresponding section of any future Federal tax code.)

- B. This corporation/organization is organized exclusively for charitable, educational, religious or scientific purposes, within the meaning of section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future Federal tax code).
- C. No part of the net earnings of the corporation shall inure to the benefit of, or be distributed to its members, trustees, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501 (c) (3) purposes.
- D. Upon dissolution of this corporation assets shall be distributed for one or more exempt purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, i.e.

charitable, educational, religious or scientific, or corresponding section of any future federal tax code, or shall be distributed to the Federal government, or to a state or local government for public purpose.

Article III: MEMBERSHIP CLASSIFICATION AND DUES

- Section 1- JDIAH is incorporated as a non member corporation. The governance of the corporation shall be the sole responsibility of the Board of Directors who is appointed to the Board by the Board members. However; NJI will maintain a membership base related to the various programs, projects, or initiatives they sponsor. Membership involvement will be limited to an advisory role in relations to the programs, projects, or initiatives.
- Section 2 . Student Member: The Student membership of JDIAH shall be open to all people within the stated boundaries. Student members will have full voting rights at membership meetings. **CONDITIONS:** To serve on the Board of Directors, a Student Member must submit an application for consideration and must attend at least three (3) regular Board meetings within a one (1) year period. After above conditions have been met, and upon approval of the Board, a Student Member may serve on the Board of Directors for the stated term(s) provided in these by-laws.
- Section 3 . Business member: Anyone who owns or operates a viable business within the NJI boundaries is eligible for membership. Business Members have full voting rights at membership meetings, but must meet the same conditions as Student Members in order to serve on the Board of Directors.
- Section 4 Supporting member: Anyone who is not eligible for Student or Business membership can be a supporting member. Supporting Members cannot vote at membership meetings, but can serve on the Board of Directors. No more than (1) supporting members can serve on the board at any given time unless the Board agrees to increase the number for a specified period of time; at the conclusion of which the number shall return to (1). Supporting Members must meet the same conditions as Student Members in order to serve on the Board of Directors.
- Section 5 . Voting Rights of Members: Except as otherwise may be provided by these by-laws, the right of members to vote on matters pertaining to programs, projects and initiatives shall be limited to the program, projects and initiatives. Each individual and each business or organization by its duly authorized representative shall have one (1) vote. A majority of those members voting on any matter shall be sufficient to carry the vote unless otherwise provided by these by-laws.
- Section 6 Application for Membership: Any person or business interested in membership should submit an application to the secretary of the Board or to such membership committee as the Board may deem or establish as its agent. The Board shall determine the criteria by which it or its agent may accept members into each membership class.
- Section 7 Membership Dues: Annual membership dues shall be set by the Board of Directors.
- Section 8 . Transfer of membership: Memberships are not transferable or assignable.

Article IV: MEETING OF THE MEMBERS

- Section 1- Annual meeting of members: The annual meeting of the members shall be held each year in July. It shall include a presentation of annual reports to the members; the introduction of Board of Directors and such other business as may properly come before the members. On issues determined by the Board of Directors to be subject to the vote of the members (members as defined in Article 3 Section 1) all voting members must be active sixty (60) days prior to the annual meeting in order to vote.
- Section 2- Special meetings of the members: Special meetings of the members may be called at any time by order of the Board or by petition signed by 33% of the membership by a written notice delivered to the secretary or the chairperson of the Board.
- Section 3- Notice: Time and Place of Meeting. Each meeting of the members shall be held at the time and place determined by the Board or its agent and shall be within the periods specified by these by-laws, and shall be specified in the notice of the meeting. For the annual meeting of the members, written notice shall be mailed to the members not less than ten (10) days nor more than sixty (60) days before the day on which the meeting is to be held. For special meetings, notice shall be given by mail or by such other means as the Board may deem effective not less than five (5) days before the day on which the meeting is to be held. All notices shall state the purpose or purposes, time and the place of the meeting. Notice of special meetings shall state by whose order the meeting is being called.

Article V: BOARD OF DIRECTORS

Section 1. Powers. Subject to the limitations contained in the Articles of Incorporation, these Bylaws and the laws of the State of Michigan, the affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors is empowered, on behalf of the Corporation, to do and perform all acts reasonable and necessary, appropriate or incident to the accomplishment of the purposes of the Corporation, as determined by the Board of Directors in their sole discretion. Without limiting the general powers stated in these Bylaws, the Board of Directors shall have the following powers:

(a) To select, employ and remove all officers, agents and employees of the Corporation, prescribe such powers and duties for them as may not be inconsistent with law, the Articles of Incorporation or the Bylaws, fix their compensation and require from them security for faithful service in the form of a fidelity bond or such other adequate security;

(b) To conduct, manage and control the affairs and business of the Corporation, and to make rules and regulations not inconsistent with law, the Articles of Incorporation of the Corporation or these Bylaws;

(c) To borrow money and incur indebtedness for the purposes of the Corporation, and for that purpose to cause to be executed and delivered, in the name of the Corporation, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities;

(d) To modify any restriction or condition on the distribution of funds for any specified purposes or to specified organizations if, in its sole judgment, without the approval of any trustee, custodian or agent, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the needs of those the Corporation serves;

(e) To replace any participating trustee, custodian or agent for breach of fiduciary duty under the laws of the State of Michigan; and

(f) To replace any participating trustee, custodian or agent for failure to produce a reasonable (as determined by the Board of Directors) level of achievement over a reasonable period of time (as determined by the Board of Directors).

In determining whether there is a reasonable level of achievement with respect to the exercise of the power described in subparagraph (f) above, there shall be excluded from such determinations such activities which depend on the active conduct of this Corporation, and such determination shall be made separately with respect to each program, project and initiative of this Corporation.

If it appears that there may be grounds for exercising the power described in subparagraph (e) or (f) above with respect to any fund, project, program or initiative the Board of Directors shall notify the participating trustee, custodian or agent involved and provide a reasonable opportunity for explanation and/or correction. Before exercising the power granted to the Board of Directors under subparagraphs (e) and (f) above, the Board of Directors may seek advice of legal counsel as to whether a breach or failure has been committed under the laws of the State of Michigan. The Board of Directors shall exercise a power described in this section only upon a vote of a majority of the members of the Board of Directors.

Upon the exercise of the power under subparagraph (e) or (f) above to replace any participating trustee, custodian or agent, the Board of Directors shall have the power to select a successor trustee, custodian or agent to whose custody the responsibilities held by

the former trustee, custodian or agent shall be transferred.

Section 2. Number and Terms of Office. There shall be three (3) directors of the Corporation who shall be appointed at the annual meeting of the Corporation to serve for a term of two (2) years, which term shall commence on the first day of February and expire on the last day of January of the second term year, or until their successors shall be chosen and qualified, or until removal, resignation or death. If the annual meeting of the Corporation is not held at the time designated in these Bylaws, or the Board of Directors is not otherwise properly appointed, such failure shall not cause any defect in the existence of the Corporation, and the directors then in office shall hold over until their successors shall be chosen and qualified.

Section 3. Resignation and Removal. Any director may resign by written notice to the Corporation. Any director may be removed as a director at any meeting of the Board, with cause, by the affirmative vote of a majority of the Directors then in office.

Section 4. Vacancies. Any vacancy occurring in the Board of Directors may remain vacant or shall be filled pursuant to the provisions of the Articles of Incorporation.

Section 5. Executive Committee and Divisions. The Board of Directors may, at any time and from time to time, establish an Executive Committee and/or create divisions for the management of the business and affairs of the Corporation. Said Executive Committee and divisions created by the Board of Directors may act on behalf of the Board to the extent specified by resolution of the Board of Directors, except that such Executive Committee or division shall not have the power or authority to:

- (a) Amend the Articles of Incorporation;
- (b) Adopt an agreement of merger or consolidation;
- (c) Recommend to members the sale, lease or exchange of all or substantially all of the Corporation's property and assets;
- (d) Recommend to members a dissolution of the Corporation or a revocation of a dissolution;
- (e) Amend the Bylaws of the Corporation;
- (f) Fill vacancies on the Board of Directors; or
- (g) Fix compensation of the directors for servicing on the Board or on a committee or division.

Section 6. Annual Meetings. Unless otherwise agreed upon, the Board of Directors shall hold an annual meeting of the Corporation in January of each year, for the purpose of election of directors and officers of the Corporation and consideration of any other business which may be brought before the meeting. No notice shall be necessary for the holding of this meeting.

Section 7. Other Meetings. Other meetings of the Board of Directors may be held regularly pursuant to a resolution of the Board of Directors to such effect or may be held upon the call of the President or of any two (2) members of the Board and upon twenty—four (24) hours notice specifying the time, place and general purposes of the meeting, given to each director either personally or by mail, telegram or telephone. No notice shall be necessary for any regular meeting, and notice of any other meeting may be waived in writing or by telegram prior to the meeting. Such waiver need only specify the date of the meeting, not its place or purpose. Attendance at any such meeting shall constitute waiver of notice of such meeting, except when the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 8. Quorum. A majority of the members of the Board of Directors shall be necessary to constitute a quorum for the transaction of any business, and the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise may be provided in these Bylaws or the Articles of

Incorporation. For the purpose of filling vacancies on the Board of Directors, a majority of the existing directors shall constitute a quorum. Neither quorum requirements nor voting rights may be fulfilled or exercised by proxy.

ARTICLE VI: OFFICERS

Section 1. Number and Qualifications. The officers of this Corporation shall consist of a President, Vice President, Secretary and Treasurer. The President shall be chosen from among the directors. Any two offices of the Corporation, except those of President and Secretary, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Election. At its annual meeting, the Board of Directors shall elect the President, Vice President, Secretary and Treasurer. The officers shall serve until their successors are duly appointed or until their resignation, removal or death.

Section 3. Removal. Any officer may be removed at any time, with or without cause, by the Board of Directors.

Section 4. Vacancies. Whenever any vacancies shall occur in any office by death, resignation or removal, the same shall be filled by the Board of Directors, and the officer so elected shall hold office for the remainder of the unexpired term of his predecessor or until his successor is chosen and qualified.

Section 5. The President. The President shall be the chief executive officer of the Corporation, shall have general and active management of the business and affairs of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to such policies and directions as may be adopted and such orders as may be issued by the Board, the executive committee (if there is one) or by any other committee to which the Board has delegated power for such action. The President shall sign and execute on behalf of the Corporation all instruments requiring such execution, except to the extent the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. The President shall be an *ex officio* member of all committees. The President shall report to the Board concerning any federal, state or local developments that may affect the operations of the Corporation, and act as the representative of the Board in all matters in which the Board has not formally designated some other person for this specific purpose. The President shall preside at all meetings of the Board of Directors, shall discharge all the duties normally involving upon a presiding officer and shall perform such other duties as these Bylaws or the Board of Directors may prescribe.

Section 6. The Vice President. The Vice President shall perform all duties incumbent upon the President during the absence or disability of the President and shall perform such other duties as these Bylaws or the Board of Directors may prescribe.

Section 7. The Secretary. The Secretary shall attend all meetings of the Board of Directors, shall keep, or cause to be kept, in a book provided for the purpose, a true and complete record of the proceedings of such meetings, and, when required, shall perform a like duty for all standing committees appointed by the Board of Directors. The Secretary shall attend to the giving and serving of all notices of the Corporation and shall perform such other duties as these Bylaws or the Board of Directors may prescribe.

Section 8. The Treasurer. The Treasurer shall keep correct and complete records of account, showing at all times the actual financial condition of the Corporation, and shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Corporation. The Treasurer shall furnish at the meetings of the Board of Directors a statement of the financial condition of the Corporation and shall perform such other duties as these Bylaws or the Board of Directors may prescribe.

Section 9. Acting Officers. The Board of Directors may appoint any person to perform the duties of an officer whenever, for any reason, it is impractical for the officer to act personally. An acting officer so appointed shall have the power and be subject to all the restrictions upon the officer to whose office he is appointed, unless otherwise provided by resolution of the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

ARTICLE VII: COMMITTEES

Section 1. Other Committees. The Board of Directors may, from time to time, by resolution, establish one or more committees, including an executive committee, as it deems appropriate. All committees shall be designated as either standing or temporary. Each committee shall consist of one or more of the Directors and any additional individuals who are not Directors as the Board of Directors may select. The chairperson of each such committee shall be designated by the Board. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Such committee or committees, and each member of the committee(s), shall serve at the pleasure of the Board.

Section 2. Powers and Duties of Committees. Each committee shall have and may exercise such powers as are prescribed in the resolution of the Board establishing such committee or these Bylaws, and shall have and may exercise such additional powers of the Board of Directors as are prescribed from time to time by resolution of the Board.

Section 3. Meetings. Regular meetings of committees may be held without notice at such time and at such place as shall from time to time be determined by each respective committee, and special meetings of any committee may be called by any member of the committee upon two (2) days' notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice for Directors' meetings.

Section 4. Vacancies. Vacancies on any committee shall be filled by the Board of Directors then in office at any regular or special meeting of the Board of Directors.

Section 5. Quorum. At any committee meeting, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

Section 6. Manner of Acting. The acts of a majority of the members of any committee present at any meeting at which there is a quorum shall be the act of such committee.

Section 7. Minutes. Committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when requested by the Board.

ARTICLE VIII: INDEMNIFICATION; INSURANCE AND EXPENSES

Section 1. Indemnification; Third Party Claims. The Corporation shall indemnify a person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the Corporation, by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses, including attorneys fees, judgments, penalties, fines and amounts paid in settlement, actually and reasonably incurred by the

person in connection with the action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

Section 2. Indemnification; Corporate or Derivative Claims. The Corporation shall indemnify a person who was or is a party to or is threatened to be made a party to a threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses, including actual and reasonable attorneys fees and amounts paid in settlement, incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation. However, indemnification shall not be made for a claim, issue or matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for expenses which the court considers proper.

Section 3. Mandatory Indemnification. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of an action, suit or proceeding referred to in Section 1 or 2 of this Article, or in defense of a claim, issue or matter in the action, suit or proceeding, the successful party shall be indemnified against expenses, including actual and reasonable attorneys fees incurred in connection with the action, suit or proceeding and in any action, suit or proceeding brought to enforce the mandatory indemnification provided in this section.

Section 4. Determination of Permissive Indemnification. An indemnification under Section 1 or 2 of this Article, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because the person has met the applicable standard of conduct as set forth in Section 1 or 2 of this Article. This determination shall be made in any of the following ways:

- (a) by a majority vote of a quorum of the Board of Directors consisting of directors who were not parties to the action, suit or proceeding; or
- (b) if the quorum described in subdivision (a) is not obtainable, then by a majority vote of a committee of directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested directors.

Section 5. Partial Indemnification. If a person is entitled to indemnification under Section 1 or 2 of this Article for a portion of expenses, including attorneys fees, judgments, penalties, fines and amounts paid in settlement, but not for the total amount thereof, the Corporation may indemnify the person for the portion of the expenses, judgments, penalties, fines or amounts paid in settlement for which the person is entitled to be indemnified.

Section 6. Liability Insurance. Notwithstanding the foregoing, the right to indemnification provided to any person described in Sections 1, 2 and 3 of

this Article shall exist only to the extent it exceeds the amount of any valid and collectible insurance proceeds or other source of indemnification available for the benefit of such person, including any benefit available under any self—insurance plan of the Corporation, or any insurance, primary or secondary, available pursuant to the plan of any other organization. No rights of subrogation are intended to be created by this section. Notwithstanding any limit on indemnification under Michigan law, the Corporation may purchase and maintain insurance on behalf of any person described above against any liability asserted against him or her or incurred by him or her in any such capacity arising out of his or her status as such, whether or not the Corporation would otherwise have the power to indemnify under the circumstances.

Section 7. Expense Advancement. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 1 or 2 of this Article shall be paid by the Corporation in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay the expenses if it is ultimately determined that the person is not entitled to be indemnified by the Corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made but need not be secured unless otherwise specifically prescribed by a majority vote of the Board of Directors in the manner described in Section 4 of this Article.

Section 8. Nonexclusivity. The indemnification or advancement of expenses provided under Sections 1 to 7 of this Article are not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under any separate contractual agreement. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

Section 9. Heirs, Executors and Administrators. The rights provided in Sections 1 to 7 of this Article shall continue as to a person who ceases to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of the person.

ARTICLE IX: MISCELLANEOUS

Section 1. Execution of Corporation Contracts. Etc. No draft, bill of exchange, check, bond or other evidence of liability, or contract creating any liability on the part of the Corporation, shall be valid unless the same shall be in writing signed by the President or Vice President and countersigned by the Secretary or Treasurer, except as the Board of Directors by resolution may otherwise provide. Any liability otherwise created shall be null and void.

Section 2. Annual Report. The President shall make an annual report of the activities of this Corporation (which report shall include a financial statement) to the Board of Directors, to any member of the general public requesting such report, and to such other persons or organizations as the Board of Directors shall from time to time specify.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on January 1 of each year and end on December 31.

Section 4. Books and Records of Account. The Corporation shall keep records of account and minutes of the proceedings of the Board of Directors and the Corporation's committees, if any. The Corporation shall keep at its principal office records containing the names and addresses of all directors. Any of such books, records or minutes must be in written form or in any other form capable of being converted into written form within a reasonable time.

ARTICLE X: AMENDMENT

These Bylaws may be altered, amended or repealed at any annual or special meeting of the Board of Directors by resolution adopted by a majority of the Board of Directors.

AMENDMENT

These Bylaws were amended and adopted as and for the Bylaws of Just do it again hoops, the next generation, (JDIAH) by action of the majority of the Board of Directors on

Date

Secretary

JST
05/02/11

RESOLUTION NO. _____

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF THE CODE OF THE CITY OF WYOMING FOR KNIGHTS OF COLUMBUS CARNIVAL

WHEREAS, Knights of Columbus #4362, has submitted a request for a Carnival Permit for a Festival, and,

WHEREAS, Section 14-282 of the Code of the City of Wyoming allows the City Council to waive any of the restrictions of "DIVISION 3. CARNIVALS" if the sponsor is a nonprofit, religious, fraternal, school or community organization that has been established in the City for at least five years and a waiver is deemed to be in the best interest of the City and,

WHEREAS, Section 14-276 of the Code of the City of Wyoming states that the application must be accompanied by payment of all fees and bonds, and,

WHEREAS, it has been deemed advisable by the Wyoming City Council to waive the fee requirements of Section 14-276 stated above, now therefore,

BE IT RESOLVED, the Wyoming City Council does hereby waive the fee requirement of Section 14-276 of the Code of the City of Wyoming and hereby allows Knights of Columbus #4362, located at 5780 Clyde Park Avenue, SW, to hold a carnival on May 13th, 14th and 15th, 2011.

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 2nd day of May, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

Knights of Columbus 4362 • 5830 Clyde Park S.W. Wyoming, MI.



April 20, 2011

To: Wyoming City Council Members
From: Knights of Columbus Council 4362 Festival Committee

Dear City Council Members,

Knights of Columbus Council 4362, located at 5830 Clyde Park SW, will be holding our annual Community Festival the weekend of May 13, 14, 15, 2011.

Our hours of operation are as follows:

- *Friday, May 13, 2011 from 5pm-12am
- *Saturday, May 14, 2011 from 12pm-12am
- *Sunday, May 15, 2011 from 12pm-7pm

In compliance with the Wyoming City Ordinance, the carnival midway and rides will shut down at 11pm. Our vegas area and refreshment tent will close at 12am. Other festival areas, including the food tent and bingo hall, will close at 10pm.

At this time we are requesting a carnival permit from the Wyoming City Council. As we are a fraternal, religious organization, we would like to request that the fee involved with this permit may be waived.

Thank you very much for your consideration of this request.

Respectfully,

Daniel P. Weibel
Festival Chair
4064 Herman Ave SW
Wyoming, MI 49509
(616)617-8848 Cell
(616)717-7412 Work

Keith Lickley
Festival Chair
4050 Herman Ave SW
Wyoming, MI 49509
(616)819-0797 Cell

Business License Application

City of Wyoming

City Clerk's Office
 1155 28th Street SW
 Wyoming, MI 49509-0905
 616-530-7296 fax 616-530-7200



Owner Name: <u>Knights of Columbus 4362</u>		DATE BUSINESS OPENED: _____
<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Owner Mailing Address: <u>5830 Clyde Park SW</u> <u>Wyoming, MI 49509</u>	Phone: _____ (not business phone) Fax: _____ Email: _____
FEIN: _____	State Tax ID# _____	State License # _____
Business Name: _____		
Business Address: <u>5830 Clyde Park Ave SW</u> <u>Wyoming, MI 49509</u>		Business Phone: <u>531-9179</u> Business Fax: _____
Description of Business: <u>Carnival permit</u>		
Business Classification: _____		From attached list of Business Activity Codes, enter code for activity from which business derives its largest percentage of total receipts.
Additional Owner Info:		
Name: _____ Address: _____ City, State, Zip: _____		Home Phone: _____ Business Phone: _____ Cell Phone: _____
Emergency Contact #1:		
Name: <u>Daniel Weibel</u> Address: <u>4064 Herman Ave SW</u> City, State, Zip: <u>Wyoming, MI 49509</u>		Home Phone: <u>N/A</u> Business Phone: <u>616-717-7412</u> Cell Phone: <u>616-617-8848</u>
Emergency Contact #2:		
Name: <u>Keith Lickley</u> Address: <u>4050 Herman Ave SW</u> City, State, Zip: <u>Wyoming, MI 49509</u>		Home Phone: <u>N/A</u> Business Phone: <u>N/A</u> Cell Phone: <u>616-819-0797</u>

I declare, under penalty of perjury, that the information contained in this application is true and correct.

[Signature]
 Signature

Chairman
 Title

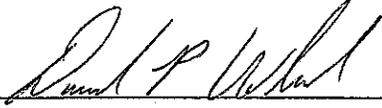
4/20/11
 Date

FOR OFFICE USE ONLY

BUSINESS TYPE: _____	<input type="checkbox"/> Entered
DATE APP RECEIVED: _____	DATE FEE RECEIVED: _____
INITIALS: _____	FEE RECEIVED: \$ _____
INITIALS: _____	LIC # _____

Applicant Name: Daniel P. Weibel	Applicant Address: 4064 Herman Ave SW Wyoming, MI 49509
Telephone: (616) 617-8848	City/State/Zip:
Sponsoring Organization: Knights of Columbus 4362	Organization Address: 5830 Clyde Park SW Wyoming, MI 49509
Telephone: (616) 531-9179	City/State/Zip
Carnival Operator: Skerbeck Bros. Shows	Operator Address: 2525 14th Ave N. Escanaba, MI 49829 - 1776
Telephone: (906) 789-7775	City/State/Zip
Location of Carnival: 5830 Clyde Park SW Wyoming, MI 49509	Carnival will be held (dates) from: Fri, 5/13 to: Sun, 5/15
Opening Times: Friday 5 PM Saturday NOON Sunday NOON	Closing Times: Friday 11 PM (midway) Saturday 11 PM Sunday 7 PM
Total number of rides, games, or amusements: 10-12 rides	Number of Tents: 2 Number of Trash Containers: 15
Food & Beverage Sold: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

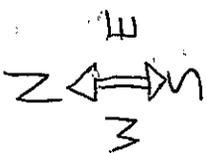
I declare, under penalty of perjury, that the information contained in this application is true and correct.

Signature of Applicant: 

Date: 4/20/11

Calculate License Fee	
Nonrefundable Application Fee	\$75.00
Additional Permit Fee Per day	\$50 X ___ Days \$
	Total Fee due upon application \$

★ BOLD INDICATES SECTION BOUNDARIES FOR ALCOHOLIC BEVERAGES.

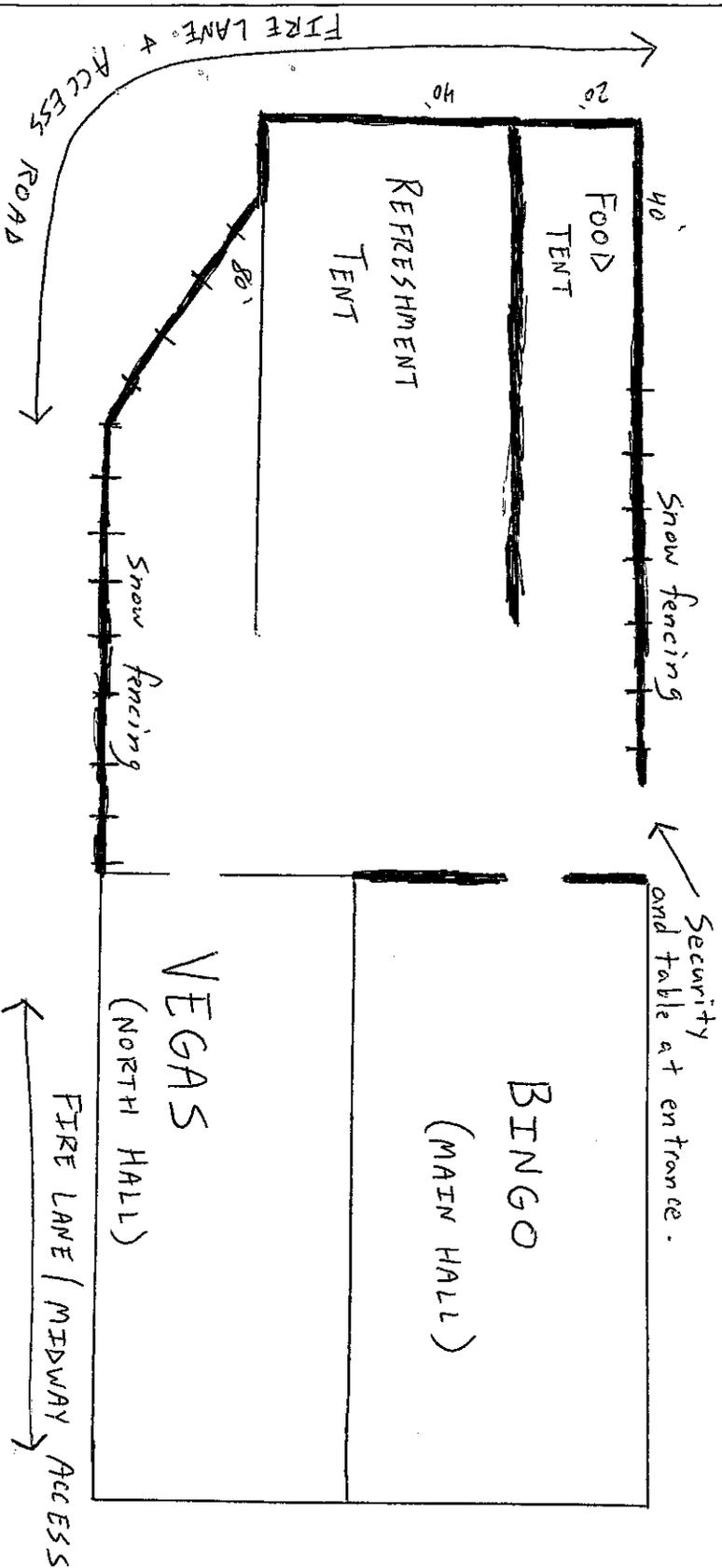


SKERBECK

MIDWAY

Clyde Park (200 Yds)
WEST

Knights of Columbus
5830 Clyde Park SW
Wyoming, MI 49509



Client#: 371

SKERBBRO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	CONTACT NAME: PHONE (A/C, No, Ext): 913 432-4400	FAX (A/C, No):
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED Skerbeck Brothers Shows, Inc. PO Box 1062 Escanaba, MI 49829	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		G1820342A	05/08/2011	05/08/2012	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	XCPN01162354	05/08/2011	05/08/2012	EACH OCCURRENCE \$3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$3,000,000
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: Knights of Columbus; City of Wyoming

CERTIFICATE HOLDER Knights of Columbus 5830 Clyde Park Ave SW Grand Rapids, MI 49509	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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RESOLUTION NO. _____

A RESOLUTION TO ACCEPT A GRANT
FROM THE MICHIGAN DEPARTMENT OF STATE
FOR ELECTRONIC POLL BOOK EQUIPMENT

WHEREAS, the Michigan Department of State has established the Qualified Voter File's Electronic Poll Book (EPB) Project, which will provide local jurisdictions with laptop computers and accessories to use the Electronic Poll Book software for the conduct of elections; and

WHEREAS, the Help America Vote Act of 2002 provided federal funds to states to establish such programs; and

WHEREAS, the EPB Project will automate and document certain voter verification and ballot tracking functions as performed by the various boards of election inspectors at the polls and automate the updating of the Qualified Voter File voter history following an election; and

WHEREAS, the Michigan Department of State has offered the laptop computers, accessories and EPB software to jurisdictions at no charge, provided they enter into a grant agreement; now, therefore,

BE IT RESOLVED, the Mayor and City Clerk are authorized to sign and submit the Qualified Voter File's Electronic Poll Book grant agreement on behalf of the City of Wyoming.

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 meeting held on the 2nd day of May, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

FROM: Heidi A. Isakson, City Clerk

DATE: April 25, 2011

RE: Electronic Poll Book Grant

For several years the Michigan Bureau of Elections has been developing a module of the Qualified Voter File software that would automate several functions required in the polling place on election day: verification of a voter's registration status, tracking ballot numbers issued, recording a list of voters (Poll Book) and balancing the precinct's activities at the close of the polls. This software and implement is called the Electronic Poll Book Project. You may have seen news coverage of neighboring jurisdictions using a laptop computer and barcode scanner in their precincts on election day to complete these tasks as the grant program was tested and then implemented in phases.

I purposely did not recommend that Wyoming begin the EPB project in the earliest phases, hoping that smaller jurisdictions could work out the wrinkles inevitable in a new software implementation. Two updates to the software have been done in response to feedback from clerks. However, the window of opportunity is closing, and since the November election this year will have lower turnout than elections in 2012, this seems the appropriate time to join if we wish. The program is voluntary at this time, however many changes or improvements to election procedures over the years have begun this way, to ultimately become required. I would not wish Wyoming to be in a position in a few years of *having* to implement such a program, but not taking advantage of the federal grant funds.

The benefits to participating in the EPB Project include:

- The tasks of verifying voter registration status, ballot number assignment, poll book creation, reconciling ballots at the close of polls, and updating voter history will be automated.
- Paper lists of voters in the precinct and voters in the entire City can be eliminated except in the event of a computer failure.
- Once training is complete and routines are established, elections with expected low turnout can use three election inspectors instead of four.

The City will be required to:

- Maintain or replace the laptops and accessories after the four-year warranty expires.
- Identify secure storage facilities for the computers.
- Purchase and maintain virus-protection software.
- Train staff and election inspectors in the use of the EPB program.

- Design and implement Clerk's Office procedures to prepare the laptops for use on election day, and to process and print data from the EPBs on election night, requiring additional staff time.

I have prepared a resolution and grant agreement for consideration by the City Council at their May 2, 2011 regular meeting, as the grant deadline is May 6. Thank you.

April 25, 2011

Clear Form

**STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF STATE
AND
CITY OF WYOMING, MICHIGAN
GRANT AGREEMENT**

**QUALIFIED VOTER FILE'S ELECTRONIC
POLL BOOK (EPB)
LAPTOP & ACCESSORIES PURCHASE**

This Grant Agreement is between the Michigan Department of State ("Department") and CITY OF WYOMING, MICHIGAN ("Grantee"). This document shall constitute the Grantee's agreement for the receipt of goods purchased with federal funds provided to the Department under the provisions of Title II, Section 251, of the Help America Vote Act (HAVA), CFDA 90.401. The Department refers to this program as the Qualified Voter File's Electronic Poll Book (EPB) Project.

The purpose of this grant is to provide EPB laptop/accessories to all voting precincts in participating jurisdictions throughout the state of Michigan to be used during elections to automate and document certain voter verification and ballot tracking functions as performed by the various boards of election inspectors at the polls and to automate the updating of the Qualified Voter File (QVF) voter history following an election.

1. Grant Period:

Original Grant Agreements must be signed and returned. No photocopies, faxed copies, or altered Grant Agreements will be accepted. EPB laptop/accessories will be ordered after Grant Agreements have been received from all participating jurisdictions. Agreements should be returned to:

Steven Calandro
Michigan Department of State
Budget Services Division, Grant Section
430 West Allegan, 4th Floor
Lansing, MI 48918

2. Program:

This program provides an EPB laptop with accessory package to each voting precinct to be used for each election. This package consists of one laptop, one encrypted 1 gigabyte (GB) USB flash drive, one mouse, and one magnetic stripe card reader. The primary use of the laptop/accessories must be related to EPB activities. Other uses are acceptable if they directly relate to the administration of elections. By participating in this program, the Grantee agrees that the laptop/accessories' primary use will be related to EPB. The program will apply to an entire jurisdiction; no precinct or any other subdivision of the Grantee's jurisdiction can be excluded from this program. The Grantee agrees to use the laptop/accessories in all precincts for all elections. (The Bureau of Elections may approve the use of the E Poll Book in fewer than all precincts.) Laptops/accessories must be made available for the conduct of all school, village or other consolidated elections.

3. Acquisition:

The Department will review and, once approved, provide the Grantee with a copy of the fully executed Grant Agreement signed by a signatory from CITY OF WYOMING, MICHIGAN and the Department. The Department will initiate laptop/accessories orders directly with the contractor and will provide the Grantee with an Acceptance Certificate/Payment Authorization Form, which must be submitted by the Grantee to the Department within ten days of the receipt of the laptop/accessories. This form certifies that the laptop/accessories package has been received, tested, and is in working order. It will also serve as authorization for the Department to pay the contractor.

4. Ownership:

The Grantee will own the laptop/accessories purchased with funds awarded under this Grant Agreement. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the laptop/accessories. Any loss, damage or theft shall be investigated and reported to the Department. Adequate maintenance procedures must also be developed to keep the laptop/accessories in good condition. If the Grantee, for any reason, stops utilizing the laptop/accessories for the purpose intended, it must notify the Department. Disposal of the laptop/accessories is at the Departments' discretion and requires notification by the Grantee.

5. Records Maintenance and Retention:

The Grantee must retain all books, accounts, reports, files, and any other records relating to this program for a period of not less than 6 years from the date of the Department's final expenditure report to the federal government, or until any litigation or audit findings have been resolved. These materials, along with all laptop/accessories must be produced for inspection, review and/or audit when required by the Department. The laptop must have an affixed label (provided by the Department) indicating that it was purchased with HAVA funds. For Federal audit and inventory purposes, the Grantee will also provide information to the Department pertaining to any maintenance that requires replacement of any laptop/accessories.

6. Secure Computing:

Grantees are required to provide Antivirus protection for all laptops under this program. (The Bureau of Elections maintains a list of acceptable anti-virus packages that will be provided upon request). The anti-virus software and virus definitions must be enabled and kept up to date. Users are required to scan their laptops and external flash drives for viruses regularly and within one week of each Election Day. On Election Day, the laptop cannot be connected in any way to the Internet or to any network. Grantees and their authorized assistants agree not to leave the EPB software signed-on while unattended. Grantees agree to abide by all security requests made by the Bureau of Elections and to allow the Bureau of Elections access to all laptop/accessories upon which the EPB is installed to perform random audits and/or inventories.

7. Software Requirements:

The EPB software may only be activated for official Election Day use or to perform pre-election testing and training. Versions of the EPB created for testing and training purposes must be deleted and "data wiped" prior to use at an actual election. The EPB must be installed and operated in a manner designated by the Bureau of Elections. The folder and associated files may not be copied, moved, or replicated to any drive or folder other than those designated by the Bureau of Elections. All Election Day data stored on Memory Sticks and all EPB folders and files stored on computers used at the polls on Election Day must be deleted by the 7th Calendar day following the final canvass and certification of the election unless a petition for recount has been filed and the recount has not been completed or the deletion of the data has been stayed by an order of the court or the Secretary of State.

All files extracted from the QVF to support the installation of the EPB and all restore and extract files derived from the EPB, with the exception of the "voter history" file, must be retained in a single encrypted flash drive for each precinct. Storage media with all files must be delivered to a designated local receiving board by two election inspectors representing different political party affiliations immediate following the close of the polls.

To access voter data within the EPB, a "strong" encryption key must be set. ("Strong" is defined as an encryption key that contains at least eight upper and lower case alpha and numeric characters.) The encryption key should be known only to the Grantee and authorized assistants. Grantees and their authorized assistants having access to the encryption key agree that the encryption key will not be shared or displayed.

The Grantee understands that all users, including each election inspector granted access to the EPB, must be assigned a unique UserID and password. Passwords must be "strong". UserIDs and passwords should be memorized or stored in a secure location. Grantees and their authorized assistants agree that unique UserIDs and passwords will not be shared or displayed.

Grantees agree that at no time will they allow the EPB software to be distributed, decompiled, reverse engineered, or be used for any purpose other than the software's intended election management functionality.

8. User Participation:

Eligibility to participate requires that the Grantee agrees to maintain the QVF and update election and voter history data by:

1. Ensuring the entry of new and updated voter information prior to each election;
2. Ensuring all survey information is provided to the County as required for E-Wizard stages 1 and 2 within set deadlines;
3. Ensuring storage, distribution, and collection of the laptop/accessories, including installation and initial setup of the EPB on the laptops prior to and after Election Day;
4. Ensuring the entry of voter history within 14 days after election;
5. Evaluating and maintaining their street indexes.
6. Setting up ballot styles, AV counting boards and combined precincts when appropriate in the QVF software for every election.
7. Otherwise maintaining the QVF in any way deemed necessary by law or by the Department.

The Grantee also agrees to:

1. Certify in writing prior to every election that the jurisdiction is prepared to use the EPB.
2. Attend and successfully complete a training session sponsored by the Bureau of Elections.

The Grantee also understands that:

1. The EPB software contains personal voter information that must be protected;
2. All State data security requirements and procedures must be followed as identified in ([Attachment 1](#)).

The Grantee further agrees that:

1. One or more receiving board(s) will be authorized and used in conjunction with the EPB and that the receiving boards will be responsible for reviewing and attesting to the genuineness of the reports generated from the EPB as supplements to the official Poll Book for each precinct and for performing other duties as defined to ensure the timely completion, assembly, and security of all required election documents and materials as defined by law. Grantee agrees to establish receiving boards for each election or otherwise comply with procedures prescribed by the Bureau of Elections. Alternative procedures will be provided by the Bureau of Elections for jurisdictions that do not maintain more than a single polling place.
2. In the event of a system interruption, malfunction, or failure, the following hardcopy documents and forms will be immediately delivered to each affected precinct:
 - a. Official Precinct List
 - b. List of Voters as a supplement to the precinct Poll Book
 - c. Ballot Summary as a supplement to the precinct Poll Book
 - d. Remarks Section as a supplement to the precinct Poll Book
3. All contingency measures as defined by the Bureau of Elections will be immediately implemented in the event of a system interruption, malfunction, or failure during the course of an election.

9. Training:

The Bureau of Elections will provide training and consultation on the installation and use of the EPB software. EPB administrators and authorized assistants will be required to participate in an initial state-provided training session prior to receiving the laptops and peripherals and using the EPB software. EPB administrators and authorized assistants will be responsible for the training of their election inspectors. The training session will consist of EPB operation manual, election inspector instructions, and required security practice orientation. The QVF Help Desk will offer advice and instruction on the installation and use of the EPB software. The QVF Help Desk does not support laptop/accessories issues. Hardware issues need to be addressed as stipulated in the warranty agreement.

10. Mandatory Conditions:

Laws

This is a State of Michigan Grant Agreement and is governed by the laws of the State of Michigan. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

Validity

This Grant Agreement is valid upon approval by the State Administrative Board and approval and execution by the Department.

Funding

This Grant Agreement is subject to and contingent upon the availability and appropriation of federal funds and any necessary State appropriation.

Cancellation

The Department may cancel this Grant Agreement upon failure to comply with the terms of the grant.

Entire Agreement

This Grant Agreement shall represent the entire agreement between the Department and Grantee regarding HAVA funding for EPB laptop/accessories, and supersedes any prior oral or written agreements, and all other representations between the parties relating to this subject.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term (s) of this Grant Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the Grant Agreement.

11. Administration of Agreement:

The Grant Administrator on behalf of the Department for this grant application and the final Grant Agreement will be David Tarrant, Elections Specialist; Program Development Division, Bureau of Elections. All questions, comments and correspondence regarding this Grant Agreement must be submitted in writing via e-mail to ElectionsPDD@Michigan.gov.

12. Certification/Signature:

The following signatory certifies that s/he is authorized to sign and bind CITY OF WYOMING, MICHIGAN to this Grant Agreement. Further, the person signing has reviewed and agrees to the conditions as outlined in this grant, and has personally examined and is familiar with the information submitted herein, as well as the requirements of the Help America Vote Act under which this grant has been submitted.

The Grantee further understands that the EPB software is the property of the Bureau of Elections; the Bureau of Elections reserves the right to discontinue support and/or suspend access to the EPB software at any time and that improper use of the software and/or laptop/accessories will result in the immediate termination of this agreement.

13. Laptop Computers and Accessories Awarded

An EPB Laptop and Accessories Package consists of the following items:

1. One Laptop Computer for Each Precinct in the Jurisdiction
2. One Laptop Case for Each Laptop
3. One Encrypted 1 gigabyte (GB) USB Flash Drive, for Each Laptop
4. One Mouse for Each Laptop
5. One Magnetic Stripe Card Reader for Each Laptop

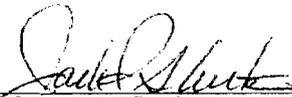
Number of Precincts in the Jurisdiction: 29

For (CITY OF WYOMING, MICHIGAN):

Name (print)	Jack A. Poll	Heidi A. Isakson
	Mayor	City Clerk

Title (print)

Signature	Date	Date
-----------	------	------


Jack R. Sluiter
City Attorney

For the State of Michigan, Department of State:

Cindy Paradine	Date
Acting Budget Services Division Director	

This Section for Internal Office Purposes Only Bureau of Elections			
Authorized by:		Date:	
		Date:	

RESOLUTION NO. _____

RESOLUTION TO ACCEPT GRANT FUNDING
RECEIVED THROUGH THE CITY OF GRAND RAPIDS COMBINED AUTO THEFT
TEAM - MULTI-JURISDICTIONAL TASK FORCE

WHEREAS the City of Wyoming has requested to participate in the "Combined Auto Theft Team" CATT – City of Grand Rapids Multi-Jurisdictional Task Force, as appointed by the State of Michigan Automobile Theft Prevention Authority; and

WHEREAS the City of Wyoming would accept \$57,470 in grant funds designated for 50% of salary, fringe benefits and vehicle rental for one Wyoming Police Department Detective participating in the Multi-jurisdictional Task Force, now therefore

BE IT RESOLVED that the City of Wyoming Police Department is authorized to receive said grant funds from the City of Grand Rapids, where their Police Department is serving as host agency for the Multi-jurisdictional Task Force

BE IT FURTHER RESOLVED that Chief James Carmody serve on the Board of Directors of the Task Force, and

BE IT FURTHER RESOLVED that Timothy Smith serve as the Finance Director responsible for the Wyoming Police Department quarterly financial status reports to be submitted to the City of Grand Rapids for reimbursement.

BE IT FURTHER RESOLVED that the attached Budget Amendment is approved.

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 at a regular session held on the 2nd day of May, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

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

WHEREAS, the City's Police Chief, recommends amending the New World Software Agreement as detailed in the attached memorandum and Amendment, and

WHEREAS, the amendment will result in a credit of \$8,000 that will be applied as shown in section two of the amendment, now therefore

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

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

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

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a _____ session held on the _____ day of _____, 2011.

Attachments: Memorandum
Amendment

Heidi A. Isakson
Wyoming City Clerk

Resolution _____

Interdepartmental Correspondence

TO: Curtis L. Holt, City Manager
FROM: James E. Carmody, Police Chief
DATE: April 21, 2011
SUBJECT: New World Systems Software Contract
Addendum



Administration

On February 16, 2011, Wyoming City Council adopted resolution number 23799, which detailed credits, based upon the deletion of the CAD (Computer Aided Dispatch) portion of the initial New World Systems software purchase, which was adopted in resolution number 23184.

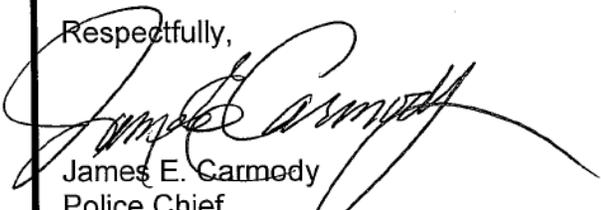
This memorandum is to advise that New World Systems presents an additional service agreement to resolution number 23799, whereas, New World Systems discovered an additional credit, not originally identified in resolution 23799, in the amount of four thousand dollars (\$4,000). The attached service agreement states the total cost of the installation service fee was eight thousand dollars (\$8,000). We were billed fifty-percent (50%) of this installation service fee, on two interface requirements, upon delivery of the software. Since this interface was never implemented and we did not receive an invoice for the remaining fifty-percent (50%), the net credit due is four thousand dollars (\$4,000).

New World Systems is requesting this credit of four thousand dollars (\$4,000), be applied to a future invoice. As we continue to move through the final stages of implementation of the project, we anticipate that we will receive additional invoices and believe that receiving the credit in this manner is acceptable.

I respectfully request that the Wyoming City Council review the attached services agreement and approve the agreement at a council meeting designated by City Manager, Curtis L. Holt.

Attachment: Services Agreement

Respectfully,



James E. Carmody
Police Chief
Wyoming Police Department

April 18, 2011

SERVICES AGREEMENT

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

Dear Chief Carmody:

The attached form (Exhibit B) is to be reviewed and approved by you and/or your authorized representative. They describe the services you have requested to be deleted along with the related fees.

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

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

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

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: 
Larry D. Leinweber, President

CITY OF WYOMING, MI
(Customer)

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: 04-18-11

Date: _____

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

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

PRICING IS VALID THROUGH JUNE 30, 2011.

APPROVED AS TO FORM:

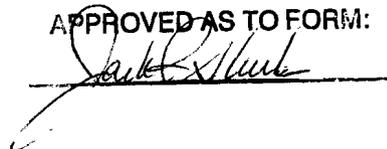


EXHIBIT B
INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

1. Cancelled Installation Services

The installation of the following interfaces will be deleted.

a) 911 Interface	(\$4,000)
b) Fire Records Interface	(4,000)
TOTAL INTERFACE INSTALLATION SERVICE FEES	<u>(\$8,000)</u>

2. Credit for Cancelled Interface Installation Services

The cost for the interface installation fee was \$8,000. The amount paid to date was \$4,000. The credit shall be applied first against any outstanding invoices, and if Customer has no outstanding invoices then the credit shall be applied against subsequent services agreements executed up to 365 days after the Effective Date of this agreement. After the 365 day period, if the credit has not been applied it shall expire. The unbilled balance of \$4,000 will be deleted.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN INTERJURISDICTIONAL AGREEMENT FOR
ADMINISTRATION AND ENFORCEMENT OF SANITARY SEWER USE
ORDINANCE BETWEEN THE CITY OF GRAND RAPIDS AND
THE CITY OF WYOMING

WHEREAS, certain properties along Eastern Avenue in the City of Wyoming are served by the City of Grand Rapids sanitary sewer system; and

WHEREAS, it is necessary to provide for authority and responsibility to enforce the sewer use ordinance of the City of Grand Rapids for those properties; and

WHEREAS, an agreement to provide for that authority is authorized by Section 86-141 of the Code of the City of Wyoming; and

WHEREAS, an agreement has been prepared and approved by the staffs of both municipalities to provide for administration and enforcement of the sewer use ordinance of the City of Grand Rapids on these properties; now, therefore,

BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the attached Interjurisdictional Agreement for Administration and Enforcement of Sanitary Sewer Use Ordinance between the City of Grand Rapids and the City of Wyoming.

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 at a regular session held on the 2nd day of May, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: William Dooley, Director of Public Works

From: Dave Oostindie, Environmental Services Supervisor

CC: Thomas Kent, Deputy Director of Public Works
Agenda Items Mailbox

Date: April 26, 2011

During the last State of Michigan Department of Environmental Quality (MDEQ) audit of our Industrial Pretreatment Program, we were required to enter into an Interjurisdictional Agreement (IJA) with the City of Grand Rapids over a piece of property that is located in the City of Wyoming but on which an industrial user is operating a metal finishing facility and discharging wastewater to the City of Grand Rapids Treatment Plant. This situation occurs because of the proximity of the building to the Grand Rapids sewer collection system. Making the situation even more unique, the facility is served by Wyoming water.

This agreement provides the City of Grand Rapids with the legal authority to regulate this user's discharge to the Grand Rapids sanitary sewer system. The business has been at the same location for many years and has not had any issues but the MDEQ feels that, without an IJA in place, they could argue the legality of any enforcement action that would take place in the event of a violation.

The IJA was developed by representatives from both Cities and has been reviewed by their respective legal counsels and the MDEQ.

INTERJURISDICTIONAL AGREEMENT
FOR ADMINISTRATION AND ENFORCEMENT
OF SANITARY SEWER USE ORDINANCE
BETWEEN THE CITY OF GRAND RAPIDS AND
THE CITY OF WYOMING

RECITALS

The City of Grand Rapids owns and operates a sanitary sewer system and maintains a sewer use ordinance chapter of its City Code including sewer use discharge limits.

Certain properties adjoining the borders of the two cities are located in the City of Wyoming but connected to the sanitary sewer system of the City of Grand Rapids.

An agreement is necessary to provide for authority to enforce and responsibility for enforcement of the sewer use ordinance of the City of Grand Rapids on properties located in the City of Wyoming but connected to the sanitary sewer system of the City of Grand Rapids.

This agreement is made pursuant to the Urban Cooperation Act of 1967, Public Act 7 of 1967 as amended, and the Intergovernmental Contracts Between Municipal Corporations Act, Act 35 of 1951 as amended.

In consideration of the mutual agreements between the parties it is hereby agreed as follows:

AGREEMENT

1. The City of Wyoming (Wyoming) hereby appoints the City of Grand Rapids (Grand Rapids), pursuant to the applicable statutes and as authorized by Section 86-141 of the Code of the City of Wyoming, as the authorized representative of Wyoming with the legal authority and responsibility for the performance of technical and administrative activities necessary to insure compliance with the City of Grand Rapids sewer ordinance discharge limits at the location of 3353 Eastern Ave. S.E. in the City of Wyoming or any similar locations. These activities shall be performed reasonably and uniformly and may include, among others: (1) updating the industrial waste survey; (2) providing technical services, such as inspection, sampling, process chemical analysis and engineering advise; (3) issuing industrial user permits; (4) compliance monitoring; (5) enforcement action by the Grand Rapids City Attorney in any court proceeding required.

2. Grand Rapids will notify Wyoming when an affected user is not in compliance with the Grand Rapids City Code or the Grand Rapids IPP. Wyoming will assist Grand Rapids as reasonably required.

3. Any authorized officer or employee of Grand Rapids shall be permitted insofar as Wyoming has the authority to grant permission to enter onto this private property to inspect any specific discharger. Wyoming shall assist Grand Rapids in making all necessary legal and administrative arrangements for inspections. The right of inspection shall include on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing and access to (with the right to copy) all pertinent compliance records located on the premises of the industrial user.

4. Where a discharge to the Grand Rapids system reasonably appears to present an imminent danger to the health and welfare of persons or presents or may present an imminent danger to the environment, or threatens to cause or causes Pass Through or Interference, as defined in 40 CFR 403, or causes Grand Rapids to violate the provisions of 40 CFR 503, Grand Rapids may immediately initiate steps to halt or prevent said discharge. Grand Rapids shall, as soon as reasonably practicable, notify Wyoming of the discharge and the action Grand Rapids intends to take to halt or prevent the discharge. Grand Rapids, on its own or jointly with Wyoming, may seek injunctive relief against any discharger contributing to the emergency condition, and may pursue other remedies.

CITY OF WYOMING

CITY OF GRAND RAPIDS

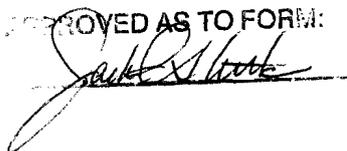
Jack A. Poll
Its Mayor

George Heartwell
Its Mayor

Heidi A. Isakson
Its City Clerk

Lauri S. Parks
Its City Clerk

APPROVED AS TO FORM:



5/2/11
WSZ:jat

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MICHIGAN PAVEMENT MARKING TO PERFORM
THE ANNUAL MAJOR STREET PAVEMENT MARKING FOR 2011

WHEREAS, it is necessary to repaint approximately 135 miles of major street lane lines within the City of Wyoming on an annual basis, and

WHEREAS, Section 2.257 of the City Code provides for the City to participate in joint purchases with other units of government, and

WHEREAS, in March 2011 the Kent County Road Commission received bids and awarded a contract to Michigan Pavement Marking to perform lane line painting throughout Kent County, and

WHEREAS, it is in the best interest of the City to authorize Michigan Pavement Marking to perform lane line painting in Wyoming, and

WHEREAS, the cost for pavement marking is estimated to be \$29,200, which shall be financed from the Major Street Traffic Services Maintenance account 202-441-47400-930.000; now, therefore,

BE IT RESOLVED that the City Council hereby authorizes Michigan Pavement Marking to perform the annual major street pavement marking for 2011.

BE IT FURTHER RESOLVED that the City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and notification of bidders.

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 2nd day of May, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: April 26, 2011
TO: Mayor and City Council
FROM: W. Scott Zastrow, Assistant Director of Public Works
SUBJECT: Authorize Annual Major Street Pavement Marking for 2011

Over the past several years, the City has jointly bid various items with other area governmental units per Section 2.257 of the City Code that provides for the City to participate in joint purchases with other units of government.

In March 2011, the Kent County Road Commission awarded a contract for pavement marking to Michigan Pavement Marking, LLC. The bid tabulation from Kent County Road Commission is attached.

The City has approximately 135-miles of pavement marking to complete annually. The pavement marking estimate per the Kent County Road Commission’s bid is shown below:

Item	No. of Miles	Unit Price	Subtotal
4” Solid White Line	26.26	210.00	5,514.60
4” Skip White Line	16.29	275.00	4,479.75
4” Solid Yellow Line	86.90	210.00	18,249.00
4” Skip Yellow Line	3.70	250.00	925.00
Estimated Total			\$29,168.35

It is recommended that the City authorizes Michigan Pavement Marking to perform the annual major street pavement marking for 2011. The cost of pavement marking is estimated to be \$29,200.00. Sufficient funds have been appropriated in the Major Street Traffic Services Maintenance Account 202-441-47400-930.000.

Attachment: Bid Tabulation from Kent County Road Commission

WSZ:jat

KENT COUNTY ROAD COMMISSION BID BLANK

Tabulation of Bid for: **Contract #11-12: Pavement Marking Services for 2011 with two one-year renewal options**

Date: March 3, 2011 **8:30 AM**

BIDDER	Michigan Pavement			M & M Pavement		R.S. Contracting		P.K. Contracting	
	Miles	Unit	Total	Unit	Total	Unit	Total	Unit	Total
County Roads									
Waterborne Paint									
4" Solid White	1300	189.00	245700.00	192.00	249600.00	230.00	299000.00	236.00	306800.00
4" Skip White	60	230.00	13800.00	275.00	16500.00	190.00	11400.00	197.00	11820.00
4" Solid Yellow	1500	189.00	283500.00	180.00	270000.00	230.00	345000.00	258.00	387000.00
4" Skip Yellow	150	230.00	34500.00	250.00	37500.00	190.00	28500.00	197.00	29550.00
Subtotal			577500.00		573600.00		683900.00		735170.00
Regular Dry									
4" Solid White	100	189.00	18900.00	225.00	22500.00	240.00	24000.00	263.00	26300.00
4" Skip White	10	230.00	2300.00	320.00	3200.00	200.00	2000.00	224.00	2240.00
4" Solid Yellow	100	189.00	18900.00	200.00	20000.00	240.00	24000.00	290.00	29000.00
4" Skip Yellow	10	230.00	2300.00	310.00	3100.00	200.00	2000.00	229.00	2290.00
Subtotal			42400.00		48800.00		52000.00		59830.00
County Subtotals			619900.00		622400.00		735900.00		795000.00
City and Village Streets									
Waterborne Paint									
4" Solid White	50	210.00	10500.00	218.00	10900.00	230.00	11500.00	400.00	20000.00
4" Skip White	30	275.00	8250.00	330.00	9900.00	190.00	5700.00	200.00	6000.00
4" Solid Yellow	200	210.00	42000.00	210.00	42000.00	230.00	46000.00	400.00	80000.00
4" Skip Yellow	15	250.00	3750.00	320.00	4800.00	190.00	2850.00	200.00	3000.00
Subtotal			64500.00		67600.00		66050.00		109000.00
Regular Dry									
4" Solid White	5	210.00	1050.00	250.00	1250.00	240.00	1200.00	400.00	2000.00
4" Skip White	5	275.00	1375.00	370.00	1850.00	200.00	1000.00	200.00	1000.00
4" Solid Yellow	20	210.00	4200.00	240.00	4800.00	240.00	4800.00	400.00	8000.00
4" Skip Yellow	5	250.00	1250.00	360.00	1800.00	200.00	1000.00	200.00	1000.00
Subtotal			7875.00		9700.00		8000.00		12000.00
City and Village Subtotals			72375.00		77300.00		74050.00		121000.00
Grand Total			692275.00		699700.00		809950.00		916000.00
Paint Mfg./Supplier	Sherwin Williams/Ennis		Ennis		Sherwin Williams				
Product#	TM2204		982221		TM2204		TM2204		
Waterborne -	TM2204		982221		TM2204		TM2204		
White/Yellow	TM2205		982222		TM2205		TM2205		
Regular Dry -	TM5604		982271		TM5604		BP5748		
White/Yellow	TM5607		982282		TM5607		BP5747		

RESOLUTION NO. _____

RESOLUTION TO TERMINATE A BID FOR THE GRINDING AND DISPOSAL
OF BRUSH WITH BIG CHIPPER, INC. AND TO AWARD THE BID TO THE
SECOND LOWEST BIDDER, MICHIGAN WOOD FIBERS, LLC.

WHEREAS, on July 19, 2010, the Council, by Resolution No. 23637 authorized the execution of a three year bid for the grinding and disposal of brush with Big Chipper, Inc., and

WHEREAS, upon the commencement of the work under the bid, the contractor failed to comply with the bid specifications, and

WHEREAS, it has been determined that it is in the best interest of the City to release the contractor from the bid, and

WHEREAS, the second lowest bidder, Michigan Wood Fibers, LLC., is willing to complete the work per their bid dated June 29, 2010, as follows:

	<u>Estimated Qty.</u>	<u>Unit Price</u>	<u>Estimated Total</u>
FY 2010/2011	14,000 Yards	1.58/Yd.	\$22,120.00
FY 2011/2012	14,500 Yards	1.78/Yd.	\$25,810.00
FY 2012/2013	15,000 Yards	1.98/Yd.	\$29,700.00

WHEREAS, sufficient funds have been appropriated in the Yard Waste Disposal Account 230-441-44300-956.000; now, therefore,

BE IT RESOLVED that the City Council hereby terminates the bid for grinding and disposal of brush dated July 19, 2010, with Big Chipper, Inc., and

BE IT FURTHER RESOLVED that the City Council hereby awards the remaining portion of the three year bid for the grinding and disposal of brush to Michigan Wood Fibers, LLC.

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 2nd day of May, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

MEMORANDUM

DATE: April 26, 2011

TO: Mayor and City Council

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

SUBJECT: Rescind Bid and Award to Second Lowest Bidder for Grinding & Disposal of Brush (FY 2011 – 2013)

On July 19, 2010, the City awarded the bid for the grinding and disposal of brush from the Public Works' Yard Waste Facility to Big Chipper, Inc. Big Chipper, Incorporated did not meet the requirements outlined in the bid specifications; therefore, the City cancelled the project with Big Chipper, Incorporated on March 22, 2011.

In order to continue to have the brush ground and disposed of, the second lowest bidder, Michigan Wood Fibers, LLC, was requested to and has agreed to complete the project. It is recommended that the bid be awarded for the remainder of the project to the second lowest bidder, Michigan Wood Fibers, LLC, for the estimated amount of \$55,510.00.

Sufficient funds have been budgeted in the Yard Waste Disposal Account: 230-441-44300-956.000.

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR MEDIAN MOWING - 2011

WHEREAS, on April 26, 2011, the City received ten bids for Median Mowing, and

WHEREAS, the City maintains, mows and edges approximately twenty-four acres of medians throughout the City, and

WHEREAS, the parcels shall be mowed over a period of approximately twenty-six weeks each year and edged four times a year, and

WHEREAS, First Class Seasonal Solutions, LLC., submitted the low bid at \$15,990.00 for the year, and

WHEREAS, sufficient funds have been appropriated in the Street Fund, Major Street Maintenance account 202-441-46300-930.000; now, therefore,

BE IT RESOLVED that the Wyoming City Council awards the bid for median mowing to First Class Seasonal Solutions, LLC., in the amount of \$15,990.00.

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 2nd day of May, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: April 26, 2011
TO: Mayor and City Council
FROM: W. Scott Zastrow, Assistant Director of Public Works
SUBJECT: Award of Bid for Median Mowing

The City of Wyoming Public Works Department maintains, mows and edges approximately twenty-four acres of medians throughout the City. On Tuesday, April 26, 2011, the City received ten bids for the mowing and edging of the medians throughout the City. An invitation to bid was sent to eleven prospective bidders. A tabulation of the bids is shown below.

<i>Bidder</i>	<i>2011 Total</i>
First Class Seasonal Solutions	\$15,990.00
Expo Landscaping	\$21,840.00
MSJ Lawn Care	\$23,622.00
Mr. Bill's Lawn Service	\$23,900.00
Natural landscapes, LLC	\$25,084.70
Bouma Bros. Landscape	\$37,055.00
Kuiper Landscaping	\$38,260.00
Endless Summer Lawn Care, LLC	\$39,170.00
Heyboer Landscape Maint. Inc.	\$42,502.00
Brookview Lawncare, LLC	\$53,015.74

First Class Seasonal Solutions, LLC. submitted the lowest bid. It is recommended that the bid be awarded to First Class Seasonal Solutions, LLC., in the amount of \$15,990.00.

Sufficient funds have been budgeted in the Street Fund, Major Street Maintenance Account 202-441-46300-930.000.

5/2/11
WSZ:jat

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF ALUMINUM
SIGN BLANKS FROM RATHCO SAFETY SUPPLY, INC.

WHEREAS, Section 2.257 of the City Code provides for the City to participate in joint purchases with other units of government, and

WHEREAS, in March 2011 the Kent County Road Commission extended their contract for the purchase of aluminum sign blanks with Rathco Safety Supply, Inc., and

WHEREAS, the Kent County Road Commission has agreed to allow the City of Wyoming to utilize the bid for the purchase of aluminum sign blanks, and

WHEREAS, the cost of aluminum sign blanks is estimated to be \$25,000, and

WHEREAS, sufficient funds have been budgeted in the Major Streets Traffic Services Maintenance Supplies account 202-441-47400-775.000 and the Local Streets Traffic Services Maintenance Supplies account 203-441-47400-775.000; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the purchase of aluminum sign blanks from Rathco Safety Supply, Inc. in the amount of the unit bid prices as received and awarded by the Kent County Road Commission, and

BE IT FURTHER RESOLVED that the City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and notification of bidders.

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 2nd day of May, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: April 27, 2011
TO: Mayor and City Council
FROM: W. Scott Zastrow, Assistant Director of Public Works
SUBJECT: Authorization to Purchase Aluminum Sign Blanks

Over the past several years, the City has jointly bid various items with other area governmental units per Section 2.257 of the City Code that provides for the City to participate in joint purchases with other units of government. In March 2011, the Kent County Road Commission extended their contract for the purchase of aluminum sign blanks with Rathco Safety Supply. The bid prices indicate they are economical in comparison to the prices paid for by the City of Wyoming in the past.

The sign blanks will be used in the sign maintenance operation of the City's Traffic Services Division.

It is recommended that the City Council authorize the purchase of aluminum sign blanks from Rathco Safety Supply, Inc., through the Kent County Road Commission's bids. Approximately \$25,000 worth of materials will be purchased through the Kent County Road Commission contract throughout this year. Sufficient funds have been appropriated in the Major Street Traffic Services Maintenance Supplies Account 202-441-47400-775.000 and the Local Street Traffic Services Maintenance Supplies Account 203-441-47400-775.000.

Attachment: Bid Tabulation from Kent County Road Commission

KENT COUNTY ROAD COMMISSION BID TABULATION

Tabulation of Bids for: **Purchase of 2010 Requirements of Traffic Signs and Sign Elements, as needed, with two one year renewal optio**

Date: **February 11, 2010 8:30 AM**

Bidder	Hall Signs	Custom Products	3M Co.	Rathco Safety	Dornbos Sign Inc.	Ibis Tek Apparel	Vulcan Signs
Aluminum Street Sign Blanks - White Type IV Sheeting one side, drilled							
18" x 6"	3.34	3.03		3.09	3.35	3.21	
24" x 6"	4.41	3.93		4.12	4.46	4.27	
30" x 6"	5.52	4.91		5.15	5.58	5.34	
36" x 6"	6.62	5.61		6.19	6.69	5.98	
42" x 6"	7.73	6.54		7.22	7.81	6.97	
24" x 9"	6.62	5.61		6.19	6.69	6.42	
30" x 9"	8.27	7.01		7.73	8.38	8.02	
36" x 9"	9.93	8.21		9.28	10.04	8.96	
42" x 9"	11.58	9.57		10.82	11.73	10.46	
48" x 9"	13.24	10.58		12.37	13.38	11.95	
Aluminum Sign Blanks							
12" x 6" Rectangle	1.22	1.18		1.58	1.16	1.23	1.58
12" x 18" Rectangle	3.51	3.11		3.42	3.48	3.70	3.20
36" x 12" Rectangle	6.81	5.94		6.84	6.93	6.78	6.38
12" x 48" Rectangle	9.30	7.93		9.13	9.25	9.03	8.42
24" x 18" Rectangle	6.91	5.94		6.84	6.66	7.40	6.22
30" x 24" Rectangle	11.34	9.83		11.04	11.10	12.33	10.18
30" Diamond	14.25	12.29		14.26	13.88	15.41	12.65
36" Diamond	20.27	17.70		20.53	19.98	20.34	18.29
48" x 24" Vertical	18.35	15.73		18.25	17.76	18.08	16.38
48" x 48" Square	37.98	31.14		36.50	35.52	36.16	32.55
18" x 18"	5.27	4.57		5.13	5.00	5.55	4.80
24" x 24"	9.15	7.93		9.13	8.88	9.86	8.19
36" x 24"	13.53	11.80		13.69	13.32	13.56	12.34

Bidder	Hall Signs	Custom Products	3M Co.	Rathco Safety	Dornbos Sign Inc.	Ibis Tek Apparel	Vulcan Signs
Aluminum Sign Blanks, contd.							
30" x 12"	5.81	5.10		5.70	5.55	6.17	5.35
9" x 12"	1.81	1.78		1.71	1.67	1.85	2.07
12" x 12"	2.41	2.26		2.28	2.22	2.46	2.33
Aluminum Blank with Type II Sheeting on one side							
24" x 18" White	10.86	8.29		9.83	10.15	10.72	
Finished Signs on Aluminum with Type IV Sheeting							
30" Stop (R1-1)	26.09	22.52		25.13	23.09	26.12	
36" Stop (R1-1)	37.24	31.96		36.19	33.26	35.43	
36" Yield (R1-2)	21.01	15.61		17.78	18.60	54.43	
36" RR Advance (W10-1)	43.89	33.85		37.11	17.26	35.85	
30" Stop Ahead Symbol (W3-1A)	31.93	29.35		28.77	31.44	28.66	
36" Warning Sign (Blank with Border)	38.79	33.85		37.11	40.11	35.85	
30" Warning Sign (Blank with Border)	27.14	23.69		25.77	27.85	26.72	
18" x 24" Chevron (W1-8)	13.37	11.61		12.37	13.38	12.82	
24" x 30" Speed Limits (R2-1)	21.79	19.30		20.62	22.25	21.38	
24"x24" No Rt/Lft Turn Sym (R3-1/R3-2)	19.53	16.40		16.49	19.61	17.09	
12" x 12" No Parking Symbol (R8-3A)	5.43	5.52		4.12	5.00	4.27	
12" x 18" No Parking Symbol	7.73	6.66		6.19	7.37	6.42	
30" x 18" Wrong Way (R5-9)	16.53	14.52		15.46	16.75	16.03	
24" x 24" No Parking Symbol (R8-3A)	19.53	16.40		16.49	19.61	17.09	
18"x24" No Parking Sym (Blank Bottom)	14.86	12.46		12.37	14.70	12.82	
18" x 18" Road Ends Panel (ER-1)	10.25*	8.91		9.28	9.50	9.61	
36" x 24" Wrong Way (R5-9)	26.02	22.69		24.74	15.95	23.90	
30" x 30" Do Not Enter (R5-4)	27.14	23.69		25.77	27.88	26.72	
36" x 36" Do Not Enter (R5-4)	38.79	33.85		37.11	40.11	35.85	
24" x 30" Keep Right Symbol (R4-7)	21.79	19.30		20.62	22.30	21.38	
12" x 36" One Way (R6-1)	13.28	11.61		12.37	13.38	11.95	

* Add \$9.48 per sign for reflector buttons

Bidder	Hall Signs	Custom Products	3M Co.	Rathco Safety	Dornbos Sign Inc.	Ibis Tek Apparel	Vulcan Signs
Finished Signs on Aluminum with Type IV Sheeting, contd.							
48" x 9" RR Cross Buck (R15-1)	58.58	60.81	(W R152 - \$85.30)	57.62	75.00	NB	
30" x 30" Speed Reduction _____ (W3-5)	31.93	29.35		28.39	30.87	26.72	
30"x30" Rt/Lft Lane Must Turn Rt/Lt (R3-7)	27.14	23.69		25.77	27.88	26.72	
12" x 36" Obstruction Panel (OM-3)	13.28	11.61		12.37	13.38	11.95	
48" x 30" Road Closed (R11-2)	44.18	37.61		41.24	46.60	39.84	
60"x30" Rd Closed to Thru Traff (R11-4)	69.48	46.89		51.54	55.75	49.81	
24"x36" Cntr Lane Lft Turn Only Sym	26.02	22.69		20.28	26.76	23.90	
Finished Signs on Aluminum with Type II Sheeting							
24" x 30" Natural Beauty	31.61	15.22		17.69	22.50	17.73	
Finished Signs on Aluminum with Type XI Sheeting							
36" School Warn (S1-1) fluor. Yel/grn	68.19	66.69		65.99	73.50	78.00	
36" Stop Ahead (W3-1A) fluor. Yellow	79.08	79.20		79.88	93.60	77.57	
36" Signal Ahead (W3-3) Fluorescent Yellow	79.08	79.20		79.88	94.50	78.00	
40" x 30" No Passing Zone W14-3 Fluoresce	41.31	31.21		40.02	52.69	72.54	
Finished Signs on HDO Plywood with Type IV Sheeting							
48"x24" Dbl & Sngl Arrow (W1-7, W1-6)	NB	58.54		36.89	36.78		
Steel Sign Posts-Street Sign Posts							
12' 3# U - Painted Green	22.34	22.14		20.52	18.70		
14' 3# U - Painted Green	25.59	25.83		23.94	21.84		
14' 3# U - Galvanized	31.64	31.30		29.26	27.53		
Delineator Posts							
7' 1.33# - Painted Green	7.58	5.89		4.82	4.95		
7' 1.33# - Galvanized	9.59	7.65		5.25	5.86		

Bidder	Hall Signs	Custom Products	3M Co.	Rathco Safety	Dornbos Sign Inc.	Ibis Tek Apparel	Vulcan Signs
Sheeting - Type II/Type IV							
15" x 50yd PS White 3M Scotchlite Punched		254.19/*		191.25/*	519.99/*		
15" x 50yd PS Black 3M Scotchal Punched		257.14/*	216.00/*	191.25/*	190.13/*		
24" x 50yd PS Scotchlite		222.75/427.66	255.00/450.00	276.00/492.00	315.00/570.00		
24" x 10yd PS Scotchlite		62.52/NA		35.00/55.00	65.00/115.00		
30" x 50yd PS Scotchlite		278.44/534.57	318.75/562.50	345.00/615.00	393.75/712.50		
36" x 50yd PS Scotchlite		334.13/641.49	382.50/675.00	414.00/738.00	475.50/855.00		
8" x 50yd Wht/Ornge R or L Barricade PS		*/183.52	*/150.00	*/182.00	*/212.50		
24" x 50yd Blk Nonreflective PS Scotchal		285.21/*	223.68/*		318.75/*		
Border - Type II/Type IV							
1/2" x 50yd PS White		5.56/11.02	5.31/9.38	12.00/12.75	5.77/12.35		
3/4" x 50yd PS White		8.35/16.52	7.97/14.06	15.00/18.50	8.66/18.53		
9/16" x 50yd PS Black		7.29/*	6.18/*	15.00/*	7.61/*	(1/2 x 50)	
1" x 50yd PS Black		13.07/*	10.25/*	15.65/*	15.24/*		
Type XI Sheeting - Fluorescent Yellow and Yellow/Green							
24" x 50yd	1503.00	1481.56	1290.00	1428.00	1625.55		
30" x 50yd	1879.17	1851.96	1612.50	1785.00	2066.25		
36" x 50yd	2255.00	2222.35	1935.00	2142.00	2479.50		
Type XI Fluorescent Orange Work Zone Sheeting							
36" x 50yd	2255.00	1480.00	1935.00	1327.50	1471.00		
Firm Price Period	2/15/10-2/15/11	One Year	One Year	One Year	One Year	One Year	One Year
Payment Terms	Net 30	Net 30	Net 30	Net 30	2%-30	Net 30	Net 30
Delivery - 30 days max.	30 days	30 days	5-15 days ARO	30 days max.	21-30 days	30 days	30 days
	75-90 days posts	45 days posts					

RESOLUTION NO. _____

A RESOLUTION TO AWARD THE BID
FOR BITUMINOUS PAVING MATERIALS

WHEREAS, on February 2, 2011, City Council approved Resolution number 23803 awarding the bid for bituminous paving materials to Reith-Riley Construction Company, and

WHEREAS, as detailed in the attached memorandum from the City's Assistant Director of Public Works, it is recommended the City award the bid for bituminous paving materials to an additional company, Michigan Paving and Materials, and

WHEREAS, funds for the purchase of the bituminous paving materials are budgeted in various water, sewer and street maintenance accounts and detailed on the attached memorandum, now therefore

BE IT RESOLVED, that the Wyoming City Council does also award the bid for the bituminous paving materials to Michigan Paving Materials at the bid prices as shown on the attached memorandum.

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 2nd day of May, 2011.

Attachment: Memorandum

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: April 26, 2011

TO: Mayor and City Council

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

SUBJECT: Award of Bid for Bituminous Paving Materials

On Monday, February 21, 2011, the City Council awarded the bid for bituminous paving materials through Resolution No. 23803 to the low bidder, Rieth-Riley Construction Co. Inc. Recently Rieth-Riley informed the City they will not be opening their Wyoming plant located on Chicago Drive this year. Rieth-Riley offered to provide bituminous paving material to the City at their plant located in Ada. The Ada location is approximately 18-miles from the Public Works facility. The new location has increased the travel distance by approximately 30 miles. The additional distance increases the cost of the material and allows the material to cool. The cooling of the material creates problems for the placement of the asphalt by the City's staff.

In addition to Rieth-Riley, three other bidders submitted bids to the City for bituminous paving material in early February. Superior Asphalt's plant is located in Dutton, approximately 12-miles from the Public Works facility. Wyoming Asphalt Paving Company's plant is located in Plainwell, approximately 35-miles from the Public Works facility. Michigan Paving and Materials' plant is located in Grand Rapids, approximately 4-miles from the Public Works facility.

Accounting for the labor, equipment and fuel cost required to travel to Rieth-Riley's Ada plant versus the Michigan Paving and Materials' Grand Rapids plant exceeds the additional \$4.00 per ton for 36A Top mix and \$5.00 per ton for 36A Base mix. Based upon the additional cost due to the distance, it is recommended that the City Council award the bid for bituminous paving material to Michigan Paving and Materials.

The bid award to Rieth-Riley is not being requested to be rescinded. If Rieth-Riley decides to open the plant located on Chicago Drive this year, the Public Works staff will then purchase the material from Rieth-Riley to take advantage of the per ton savings.

An estimated quantity of 1,400 tons of Top mix at \$54.00 per ton and 1,000 tons of Base mix at \$53.00 per ton will be purchased at a cost of approximately \$128,600. Sufficient funds have been budgeted in various water, sewer and street maintenance accounts; 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

5/2/2011
WSZ:lmb

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT FOR THE
EMERGENCY REPAIR OF A SALT SPREADER ENGINE

WHEREAS, in early March 2011 the engine for salt spreader #535 had a serious failure,
and

WHEREAS, the need for the salt spreader truck required an immediate repair, and

WHEREAS, Michigan CAT submitted the lowest quote for the repair of the engine, and

WHEREAS, Michigan CAT has completed the repairs for \$12,253.80, and

WHEREAS, sufficient funds are available for the emergency repair in the 661-441-
58200-930000, and

BE IT RESOLVED that the City Council authorizes payment for the emergency engine
repair to Michigan CAT in the amount of \$12,253.80.

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 2nd day of May, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: April 21, 2011
TO: Mayor and City Council
FROM: W. Scott Zastrow, Assistant Director of Public Works
SUBJECT: Emergency Repair of Salt Spreader Engine

In early March, the Motor Pool division determined that the engine in salt spreader, #535, had a serious failure. The salt spreader is a vital piece of equipment during the winter months and even more important during this time of year when ice storms can occur. The engine repair needed to be completed as quickly as possible and quotes were sought from three local contractors.

The following three quotes were received:

Michigan CAT	\$11,989.95
AIS Engine	\$17,210.00
Western Mich. International Truck	\$25,676.11

Michigan CAT completed the repair after submitting the lowest quote. The total cost of the repair was \$12,253.80. Sufficient funds are available in the Motor Pool, Equipment Operations account, 661-441-58200-930000. It is recommended that the City Council approve payment for the emergency repairs made by Michigan CAT in the amount of \$12,253.80.

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR
POLICE & FIRE DEPARTMENT UNIFORM CLOTHING ITEMS

WHEREAS, bids were received from Nye Uniform Company for police and fire department uniform clothing items on May 18, 2010, and

WHEREAS, the City has received a letter from Nye Uniform Company offering to extend the bid pricing for police and fire department uniform clothing items through June 7, 2012, and

WHEREAS, it is recommended the City Council accept the proposal from Nye Uniform Company to extend the bid for police and fire department uniform clothing items, and

WHEREAS, the uniforms are requisitioned as required throughout the year and funds for their purchase are budgeted in the various departmental operating accounts, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize acceptance of the proposal from Nye Uniform Company extending the bid for police and fire department uniform clothing items through June 7, 2012.

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 2nd day of May, 2011.

Attachments: Letter from Nye Uniform Company
Tabulation Sheet

Heidi A. Isakson
City Clerk



UNIFORM

*Healthwear, Industrial, Career Apparel,
Postal, Public Safety & Security*



"Store @ Your Door"

**City Of Wyoming
RE: Police/Fire Uniform Bid**

3/28/2011

Nye Uniform agrees to extend the current bid on Police and Fire Department Uniforms for an additional year. All prices and terms will remain unchanged until 6/7/2012. As always, Nye Uniform thanks you for your business, and looks forward to another year working together.

Sincerely,

**Todd Dumez
President**

1030 SCRIBNER, NW, GRAND RAPIDS, MICHIGAN 49504
PHONE (616) 459-5065, TOLL FREE (800) 748-0007, FAX (616) 459-4364

www.nyeuniform.com

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS
On Police & Fire Uniform Clothing Items
Opened By The City Clerk On May 18, 2010 At 11:00 O'clock a.m.
All bid prices firm through delivery.

POLICE DEPARTMENT UNIFORM CLOTHING ITEMS

Bidder:	Outdoor Outfits	Nye Uniform Company*
CAP		
Cap as per specifications		\$ 49.99
SHIRTS		
Men's		
<u>Short sleeve shirt as per specifications with front zipper closure</u>		\$ 35.99
<u>Short sleeve shirt as per specifications without front zipper closure</u>		\$ 28.99
<u>Long sleeve shirt as per specifications with front zipper closure</u>		\$ 39.99
<u>Long sleeve shirt as per specifications without front zipper closure</u>		\$ 32.99
Tailoring (taking in) in the sides of shirts purchased under this bid from bottom of the armpit to the bottom of the shirt		\$ 6.99
Women's		
<u>Short sleeve shirt as per specifications with front zipper closure</u>		\$ 35.99
<u>Short sleeve shirt as per specifications without front zipper closure</u>		\$ 28.99
<u>Long sleeve shirt as per specifications with front zipper closure</u>		\$ 39.99
<u>Long sleeve shirt as per specifications without front zipper closure</u>		\$ 32.99
Tailoring (taking in) in the sides of shirts purchased under this bid from the bottom of the armpit to the bottom of the shirt		\$ 6.99
TROUSERS		
Men's		
Trousers as per specifications (Dacron/Wool)		\$ 76.99
Trousers as per specifications (100% Polyester)		\$ 45.99
Women's		
Trouser as per specifications (Dacron/Wool)		\$ 76.99
Trouser as per specifications (100% Polyester)		\$ 45.99
NECKTIE:		
Necktie as per specifications		\$ 3.99
RANK DESIGNATION STRIPES		
Pair of sergeant rank designation stripes as per specifications		\$ 3.50
CAR DUTY JACKET		
Car duty jacket as per specifications	\$ 164.70	\$ 259.99

PATROL SWEATER		
Patrol sweater as per specifications		\$ 69.99
FATIGUE UNIFORM CLOTHING ITEMS		
Trousers		
Trousers as per specifications		\$ 54.99
Shirts		
Shirt (long sleeve) as per specifications		\$ 43.99
Shirt (short sleeve) as per specifications		\$ 42.99
Long Sleeve Mock Turtle-Neck Shirt		
Mock turtle-neck shirt as per specifications		\$ 15.99
Patrol Dress Coat		
Patrol dress coat as per specifications		\$ 349.99
BIKE PATROL UNIFORM CLOTHING ITEMS		
Bike Pants		
Pants as per specifications		\$ 87.99
Bike Shorts		
Shorts as per specifications		\$ 47.99
Bike Shirts		
Shirt as per specifications		\$ 59.99
Bike Jacket		
Jacket as per specifications		\$ 189.99
RESERVE VOLUNTEER FORCE PERSONNEL (RSVP) CLOTHING ITEMS		
Cap		
Cap as per specifications		\$ 6.99
Trousers		
Trousers as per specifications		\$ 29.99
Shirts		
<u>Long sleeve</u> shirt as per specifications		\$ 27.99
<u>Short sleeve</u> shirt as per specifications		\$ 26.99
Jacket		
Jacket as per specifications		\$ 89.99
Belt		
Belt as per specifications		\$ 15.99

FIRE DEPARTMENT UNIFORM CLOTHING ITEMS

Trousers

Trousers as per specifications		
Option 1		\$ 29.99
Option 2		\$ 34.99
Option 3		\$ 29.99

Shirts:

<u>White</u> short sleeve shirt as per specifications		\$ 29.99
<u>White</u> short sleeve shirt as per specifications with 4" longer body length		\$ 39.99
<u>White</u> long sleeve shirt as per specifications		\$ 29.99
<u>White</u> long sleeve shirt as per specifications with 4" longer body and sleeve lengths		\$ 39.99
<u>Light blue</u> short sleeve shirt as per specifications		\$ 28.99
<u>Light blue</u> short sleeve shirt as per specifications with 4" longer body lengths		\$ 39.99
<u>Light blue</u> long sleeve shirt as per specifications		\$ 29.99
<u>Light blue</u> long sleeve shirt as per specifications with 4" longer sleeve and body lengths		\$ 39.99

*All clothing subject to 10% oversize charge on the following sizes: Shirts - Men's Size 18 - 20 (2XL & 3XL); women's Size 44 & 46 Bust (2XL); Pants - Men's Size 44 to 54 Waist' Women's Size 20 to 26 waste & Sweaters/Turtlenecks/Jackets - Size 2XL & 3

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF AIR CARDS
AND WIRELESS SERVICE FROM VERIZON WIRELESS

WHEREAS, as detailed in the attached memorandum from the City’s Police Chief, the City of Wyoming utilizes wireless service to transmit software applications to the Police Department’s mobile computer systems, and

WHEREAS, use of the wireless service requires the purchase of air cards, and

WHEREAS, Verizon Wireless currently has an active contract with the State of Michigan for cellular service and equipment and it is recommended the City use the State of Michigan Contract for the air cards and wireless service, and

WHEREAS, it is estimated the City will spend \$16,000.00 per year for the wireless service, and

WHEREAS, funds for the air cards and wireless service are budgeted in account number 101-305-32500-850000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of air cards and wireless service from Verizon Wireless at the State of Michigan awarded bid prices, 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 2nd day of May, 2011.

Attachments: Memorandum
Verizon Corporate Liability Form

Heidi A. Isakson
Wyoming City Clerk

Resolution _____

Interdepartmental Correspondence



TO: Curtis L. Holt, City Manager
FROM: James E. Carmody, Chief of Police
DATE: April 26, 2011
SUBJECT: Vendor change, mobile air card

Administration

In February, 2009, Wyoming City Council adopted resolution 23184, authorizing the purchase of CAD/RMS/E-Ticket/Mobility systems. Within this resolution, was a request to move forward with the funding of Sprint air cards, which provides wireless service to transmit various software applications to the Police Department's mobile computer environments. We have been running these mobile computers with Sprint air cards from that point forward.

For the past two years we have struggled with less than efficient connectivity on these mobile computers. We have queried other agencies, running similar software systems in their environments, as to which brand of air card they are utilizing. Our inquiries have found that several agencies have switched to air cards with service provided by Verizon Wireless. They have all clearly indicated much improved coverage with these air cards.

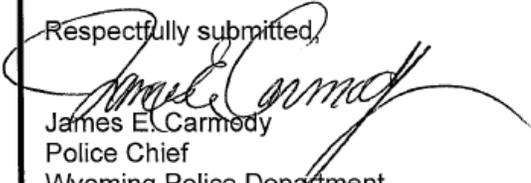
The Police and Information Technology departments', collectively began testing air cards provided by Verizon Wireless. These cards were put through rigorous testing, whereas, connectivity results were significantly improved with the Verizon air card.

The attached documents are required by Verizon Wireless. Authorizing are request has no monetary implication on budget account number 101-305-32500-850000 since both vendors' data plan charges are based on State of Michigan contract pricing.

Therefore, we respectfully request the Wyoming City Council consider our request to switch the vendor from Sprint to Verizon Wireless, as the provider of air cards for the Police Department's mobile environment devices as well as reviewing the attachments, at a council meeting designated by City Manager, Curtis Holt.

Attachment: Verizon Documents

Respectfully submitted,


James E. Carmody
Police Chief
Wyoming Police Department



Corporate Liability Authorization Form

Please complete this form and return it to Verizon Wireless. You can return it via e-mail by saving a copy to your desktop and sending it as an attachment to: . If e-mail is not available, please return via fax to:

This form is for Authorized Contact Updates only, company name changes should go through your sales representative.

Verizon Wireless requires that its business customers designate an Authorized Contact on their accounts. An Authorized Contact is an individual who is granted authority to act on behalf of the company for all matters contemplated by your company's Major or National Account Agreement or relating to your company's account(s).

Currently a) our records either do not list an authorized contact, b) we have been unable to reach the Authorized Contact identified in our records or c) we have been notified that the contact identified in our records is no longer authorized under your company's accounts.

As a result, Verizon Wireless needs an individual authorized to legally bind your company to identify as a new Authorized Contact to be added to your accounts.

SIGNATURES

The person signing this form represents and warrants that they have the authority to bind the Company/Customer identified above and requesting that Verizon Wireless add/delete Authorized Contacts as noted below. If returning via e-mail please type name.

	Date:	Company Name:
Signature:		Company Address:
		City: State: ZIP:
Name:		Fed. Tax ID #
Title:		D&B #
Contact Phone Number:		Contact E-mail

**If known (not required) ECPD / Profile ID and or an Account Number for company:

Authorized Contacts:

Add / Delete	Name	Title	Phone #	Email Address	Mailing Address
	Kim Koster	CAPTAIN	616 530-7223	KosterK@wyomingki.gov	2300 Rehoboth Sw
	TOM GROEN	Lieutenant	616 530-7332	GROENT@wyomingki.gov	2300 Rehoboth Sw
	PATTY GODDARD	Accountant	616 530-7201	GODDARDP@wyomingki.gov	1155 28th St Sw
	LAURA JACKSON	Purchasing Sec	616 530-7229	JACKSONL@wyomingki.gov	1155 28th St Sw

VZW Section Only

Sales Rep Name	Region	ECPD ID

CORPORATE END USER ARE ABLE TO REQUEST THE FOLLOWING:	Y / N
Account specific inquiries such as balance, price plans, charges	✓
Add/delete password on billing account	✓
Request a Bill Reprint	✓
Billing reworks including credits	✓
Make a payment	
Add credit card billing (Auto Pay)	✓
Change price plans (Non EVP/EDP ONLY)	✓
Request billing address changes	✓
Request user name or cost center changes	✓
Suspend phone (besides lost/stolen)	✓
Reconnect From Suspension	✓
Permanently Disconnect Line	✓
Change the mobile number	✓
Request warranty replacements if no charge	✓
Request \$50 warranty replacements	✓
Request ESN changes (including upgraded equipment)	✓
Reset Voice Mail password	✓
Add/delete Voice Mail	✓
Add/delete detailed billing	✓
Add/delete Roadside Assistance	✓
Add/delete cost affecting features	✓
Add/delete international LD	✓
Add/delete free calling features (3WC, CF, Caller ID etc.)	✓
Troubleshoot Equipment	✓
Order Global Rental Equipment	✓
Order Global Travel Equipment	✓
Verbal AOLs	✓

ORDINANCE NO. 3-11

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

THE CITY OF WYOMING ORDAINS:

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

Secondhand dealers shall mean as follows:

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

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

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

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

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

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

(4) Secondhand dealer.

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

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

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

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

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

(8) Secondhand dealers.

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

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

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

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

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

(4) Secondhand dealers.

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

(7) Secondhand dealers.

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

(3) Secondhand dealers.

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

(9) Secondhand dealers.

Section 13. This ordinance shall be in full force and effect on the 17th day of May, 2011.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the 2nd day May, 2011.

Heidi A. Isakson
City Clerk

Ordinance No. 3-11



March 21, 2011

MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Dan Burrill

AT-LARGE COUNCILMEMBER
Kent Vanderwood

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

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

Recommendation: To approve the subject Zoning Code amendments.

Dear Ms. Isakson:

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

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

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

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

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

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

1. Amend Section 90-1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

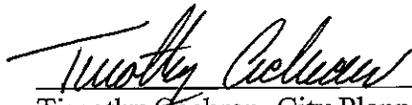
pawnshops in both subareas. Also, replace the term "Sales of used merchandise and rental of new or used merchandise, excluding motor vehicles" with Secondhand dealers. The Zoning Districts Permitted must also be amended to allow secondhand dealers in the B-1, B-2, B-3, PUD-1, PUD-2, PUD-3 and DC Districts.

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

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

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

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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