

**WORK SESSION AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS**

Monday, October 10, 2011, 7:00 P.M.

- 1) Call to Order**
- 2) Public Comment on Agenda Items (3 minute limit per person)**
- 3) Team 21 Annual Report, 2010-2011**
- 4) Proposed Dog Ordinance**
- 5) Michigan Mutual Aid Box Alarm System (MiMABAS)**
- 6) City Hardware/Software Bid Specification Results**
- 7) Proposed Ordinance Amendment - Planning Commission**
- 8) Any Other Matters**
- 9) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**



team.21
TEACH ENRICH ACHIEVE MOVE

Annual Report
2010-2011





Making a Difference in the Lives of Youth

Who We Are:

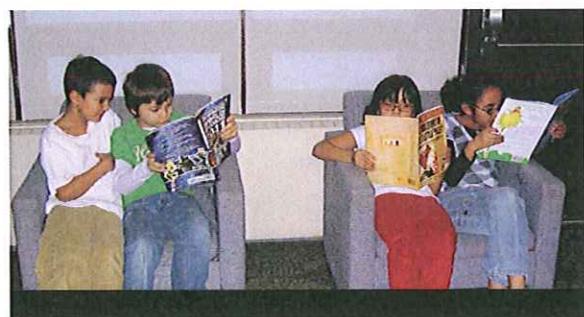
T.E.A.M. 21 is an after-school and summer program for elementary, intermediate and middle school-aged youth in the City of Wyoming. The program, a collaboration between the City of Wyoming Parks and Recreation Department, Wyoming Public Schools, Godfrey-Lee Public Schools, Godwin Heights Public Schools and Kelloggville Public Schools, just completed its seventh year serving students in Wyoming. T.E.A.M. 21 is federally-funded through 21st Century Community Learning Center Grant funds, as allocated by the Michigan Department of Education.

What We Do:

T.E.A.M. 21 is committed to fostering academic, social, and emotional growth in students through relationships and engaging activities.

New and Notable This Year

Literacy Initiative—Under the watchful guide of a team of literacy coaches, each of our sites went through the process of intentionally planning and integrating literacy-focused activities and lessons into their programming on a regular basis. While reading & literacy-based activities have always played a role in T.E.A.M. 21 programming, the approach this year was to not only build in specific times for activities that more directly develop and support reading and writing skills, but also to incorporate literacy elements into other types of enrichment and recreational activities. Examples of this range from reading recipes and writing reflections on cooking activities to researching and writing about the rules and history of a sport or game before playing it. These efforts have been quite successful, with many sites reporting an increased interest from students in traditional and non-traditional reading and writing activities.



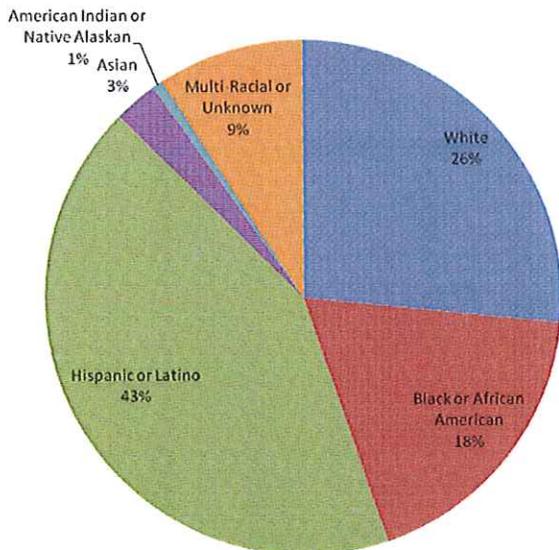


Meeting the Needs of a Changing Community

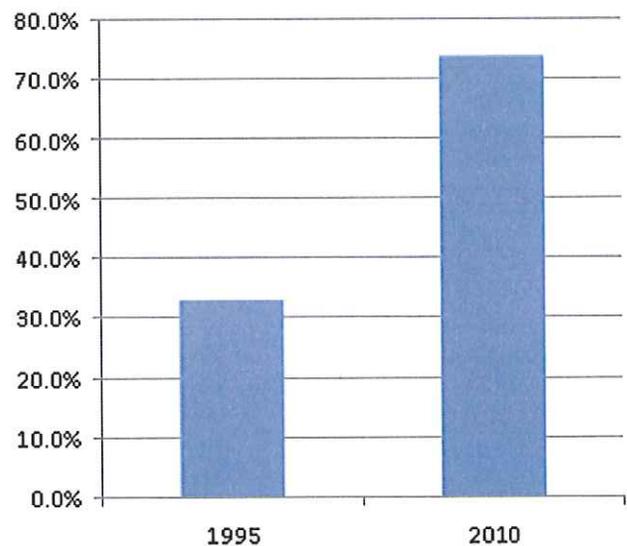
The Wyoming community has undergone a transformation in recent years, as the local, state and national economies have struggled, and the landscape of the automotive industry in the United States—an industry once responsible for the bulk of the jobs in this region—has changed dramatically.

In the last fifteen years, the free and reduced lunch rate in schools, a common measure of economic disadvantage, has jumped from just 33% of the student population to 74% across the 4 public school districts located in the City. At the same time, we have seen a significant change in the social and demographic make-up of our community, including an increase in the percentage of single parent households, families with two working parents, and an increase in minority populations. These social and economic factors have only increased the need for a safe and enriching program to engage students after the school day ends.

Student Demographics



Students Qualifying for Free & Reduced Lunch



T.E.A.M. 21 is...

a place for Growth: "My son is a better person thanks to you!" -T.E.A.M. 21 Parent



Building Connections with the Community

Fostering Relationships with Parents & Families

Evaluation—Involving parents, guardians and family members in our program has always been a priority for T.E.A.M. 21. In recent years, we have established more formal processes for doing this, including involving at least one parent/guardian from each site in the Youth Program Quality Assessment, an annual self-assessment evaluation process performed each fall. This involvement has been an invaluable resource to our schools, as parents/guardians bring a different perspective to their observations of the program than that of T.E.A.M. 21 and school staff and administrators.

Fun Run—This past May marked the 2nd Annual T.E.A.M. 21 Fun Run, a family fitness event designed to encourage students and their families to set and reach fitness goals and learn to enjoy the many benefits of an active lifestyle. Each spring, students spend a couple of months during fitness time in T.E.A.M. 21 training for the running and field events, and are encouraged to take all they are learning home and share it with their families. Then, on the day of the event, parents/guardians and family members can choose to simply attend and cheer on the students or can take on the challenge of participating in the races and events themselves, testing their skill and fitness level. This year, we had nearly 300 students, family members, staff and school staff in attendance. It is a tremendous way for families and staff to support students in setting and reaching their fitness goals, and we are excited to see this event continue to grow in years to come.





Summer Learning Workshops—Because of a Summer Expansion Grant awarded to our program by the Michigan Department of Education, T.E.A.M. 21 was able to partner with a number of local organizations, businesses and individual instructors to offer a variety of workshops for parents, family and community members that included topics like Love and Logic, Nutrition in Action, Conversational English, First Aid at Home and Parent Reader Leaders. These workshops provided a wonderful opportunity for T.E.A.M. 21 to build new partnerships and connect with additional local organizations and businesses, in addition to providing a quality learning experience for parents and family members who attended.

Partnerships & Collaborations

T.E.A.M. 21 is fortunate to partner with many local businesses, organizations, churches and individuals who are critical to the program's success including, most notably, the following:

American Red Cross

Kent County Health Department

Bounce Party

Kids Food Basket

Consumers Energy

School-to-Career Progressions

Family Outreach Center

Tarry Hall Roller-Skating Rink

Girls Choral Academy

Wedgwood Christian Services

Grand Rapids First Church

Wyoming Public Library

Grand Valley State University

Wyoming Fire Department

Humane Society of West Michigan

Wyoming Police Department

T.E.A.M. 21 is...

a place for Discovery: "I thought I didn't like reading, but I actually like it when I'm at T.E.A.M.21. I used to not like it, but now I read a lot. I even read at home sometimes." T.E.A.M. 21 Student



Stories from Beyond the Bell

HIGHLIGHTS FROM OUR SITES

East Kelloggsville Elementary

Several T.E.A.M. 21 sites have utilized overarching themes as a way to organize and tie activities together and create interdisciplinary learning opportunities. East Kelloggsville employed just such a theme, EXPLORE, for their school year program last year. During their EXPLORE activities, students went around the world, learning about various countries and cultures—a different one each week—through cooking, recreation, reading, arts and crafts and more. After making passports to track the countries they visited, students participated in activities like Jamaican bread-making, reading African folktales and fables, creating Egyptian bracelets, studying sea turtles while visiting Australia, creating maracas during Mexico week, painting Italian “Sistine Chapel” paintings on paper affixed above their heads, and participating in an English Tea Party, where they sampled tea and English snacks and reviewed manners and etiquette. In addition, students made murals highlighting what they’d learned about the countries they studied, made flags from many of the countries and cooked and tried foods from the cuisines of several countries.

Gladiola Elementary

Each October, T.E.A.M. 21 sites participate in a national after-school advocacy and awareness event called Lights On After-School. Each site holds a special community event, inviting parents, teachers, and stakeholders to visit their program and see T.E.A.M. 21 in action.

For Lights On 2010, Gladiola adopted a Candy Land theme. In the weeks leading up to the event, staff and students were hard at work creating candy-themed decorations for each of the event spaces and planning the activities for the day. Among the most popular activities were the cake walk, chocolate fountain and a station where students and their families got to create a healthy snack mix through completing math problems. It was a wonderful mix of healthy, sweet & fun!





Godfrey-Lee Early Childhood Center

Service learning is an approach to education that emphasizes the importance of community involvement, working as a team for a good cause, and making a difference for others. T.E.A.M. 21 at Godfrey-Lee ECC takes that type of learning seriously and has been able to successfully partner with a number of local organizations working to make an impact. Most notably, they collaborated with Kids Food Basket, a local organization founded to fight child hunger in our area, to help assemble and decorate lunch bags for students at other schools who receive these free meals on a daily basis. The students enthusiastically participate in these service projects, called *Kids Helping Kids*, and have a special connection with the initiative, since they themselves receive these bags at the end of program everyday.

Jackson Park Intermediate

It takes a lot to operate a quality after-school and summer program, and the students at Jackson Park wanted to make sure they had the chance to thank all of those working “behind the scenes” for the program that they enjoy daily. To that end, Jackson Park T.E.A.M. 21 students hosted their annual ‘Thank-You’ Luncheon and invited city officials, school administrators, bussing and custodial staff, program partners and many others to enjoy a student-prepared meal, slideshow and student performances. From greeters and servers to cooks and performers, the afternoon was student-planned and facilitated. The result was an event that incorporated opportunities for student planning, team-building, etiquette, cooking, nutrition, performance art, and of course, a lot of fun.

T.E.A.M. 21 is...

a place for Success: “I saw students succeed in areas that they did not have success in during the school year. This occurred in both academic and social settings. It was nice to see eyes light up when a student was successful and to witness kids who are normally very shy making friends.” - T.E.A.M. 21 Summer School Teacher



Stories from Beyond the Bell

HIGHLIGHTS FROM OUR SITES

Lee Middle

One general summary of the goals of after-school, K-12, and higher education is simply this: Ready by 21. Ready for college, work and life. T.E.A.M. 21 at Lee Middle addresses this goal by planning field trips and activities that show the variety of opportunities available to students after high school. One such activity was a partnership with Kent Career Technical Center, in which instructors volunteered their time to show the students the ins and outs of their particular field. Complementing this exposure to vocational training was a day-long trip to Grand Valley State University, where participants explored the campus through GVSU student-led tours, panel discussions, and field house fun. All of this was done in the context asking of students to think intentionally about their dreams, and the steps to take to achieve them.

Newhall Middle

In an effort to teach students more about the environment and their impact on it, Newhall's T.E.A.M. 21 program partnered with the City of Wyoming's Clean Water Plant and Grand Valley State University's ANNIS Water Resources Institute to educate students on the importance of water quality. Students learned how to use water quality test kits and discussed the factors that determine water quality. The group then took a field trip out onto the water, aboard one of the ANNIS research vessels, to learn about water quality and the ecosystems that effect it. The students, many of whom had never been on a boat, were captivated by the experience and were excited to explore a new field of study.



North Godwin Elementary

During their week themed "Michigan Week", third graders at North Godwin Elementary wrote letters to Governor Snyder about what it means to be a good citizen and shared ideas with him about how to improve our state. Students were excited at the opportunity to share their ideas with the Governor.

A few weeks later, each third grade student was thrilled to receive a response. The Governor's office sent a personalized letter to each student, specifically referencing his or her suggestions for ways to improve the state. This was a great opportunity for students to have their voices heard and understand the process and importance of civic engagement. It was an experience many students will not soon forget!



Parkview Elementary

One of the tenets of a great after-school program is that it allows students to dig into activities, learning and growing through hands-on, engaging opportunities, including S.T.E.M. (Science, Technology, Engineering and Math). Students at Parkview participated in a variety of these innovative, hands-on activities designed to pique their interest through disguised and not-so-disguised learning. Students learned concepts of engineering through a contest where they built weight-bearing bridges, studied the science of wild weather while building tornadoes in a bottle, learned geometric principles during a unit on tessellations, and studied the impact of volcanoes during a series of lessons on Pompeii, learning about the ancient city and its destruction under the power of Mount Vesuvius. In addition, students learned real-world applications of science when they participated in oil spill clean-up simulations shortly after the Gulf Oil Spill. S.T.E.M. activities are a great forum for reminding students that learning is fun.

West Elementary

One of the intended outcomes of after-school and summer programs like T.E.A.M. 21 is to expose students to new opportunities and develop in them new passions and interests. To this end, students at West Elementary had the unique experience of working with a local music production company to write, record and produce lyrics, creating a CD with a couple of original songs. Under the skilled tutelage of Brett Bielski, owner of Grand Rapids—based Intensity Entertainment, students experienced the entire artistic process of creating music, complete with a CD Release Party and their own copies of the CD to take home. This project challenged their creativity and writing ability, and gave each student an opportunity to shine, whether behind-the-scenes or at the microphone. It also provided a chance for students to work collaboratively, teaching them the value of teamwork and the benefits of shared experience.

T.E.A.M. 21 is...

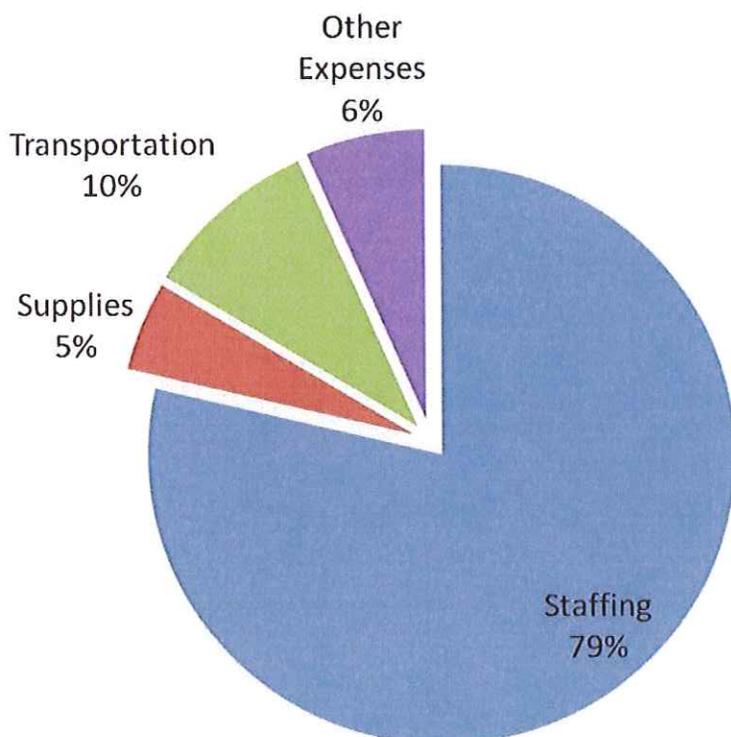
a place for Memories: "T.E.A.M. 21 is the best thing that has ever happened to me." - T.E.A.M. 21 Student



By the Numbers & In the News

Budget Overview

2010-2011 Expenditures



2010-2011 Funding By Grant:

Cohort D Grant (2007—2012):
\$298,780

Cohort E Grant (2008—2013):
\$747,739

Cohort F Grant (2009—2014):
\$299,411

T.E.A.M. 21 Annual Operating Budget:
\$1,345,930

Attendance

Average Daily Attendance:

2010-2011 School Year—468 Students

2010 Summer—706 Students

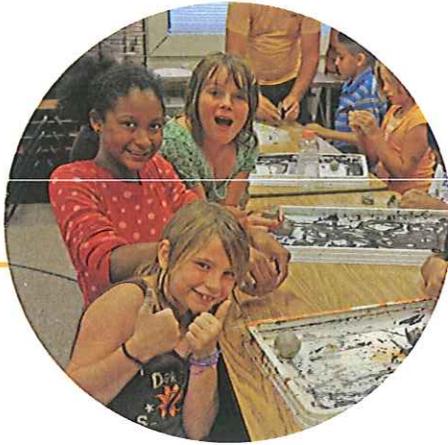
Unique Students Served:

2010-2011 School Year & Summer—1,396 Students

Support

Volunteers—In 2010-2011, volunteers in the T.E.A.M. 21 program logged over 2,300 hours of service. Volunteers are a tremendous asset to our program.

In-Kind Contributions—Administrative partners, community partners and other individuals contributed a combined total of over \$300,000 through in-kind support during the 2010-11 fiscal year.



Recent Awards & Recognition



The MASB Education Excellence Award, received in May of 2010, highlights the unique contribution that T.E.A.M. 21 has made specifically in its approach to academic improvement. T.E.A.M. 21 utilizes traditional academic support services like homework assistance and experiential learning activities, but also considers the whole child by helping students in the area of social-emotional growth, which often has a link to academic success.



michigan municipal league

The MML Regional Community Excellence Award, awarded in September 2009, recognized the efforts of T.E.A.M. 21 as a municipal program working to improve the lives of our residents through youth programming, specifically citing the role the program plays in breaking down cultural barriers.

Media Coverage

Recognizing the program's innovation and community impact, T.E.A.M. 21 has recently been featured in the following publications/websites:

Grand Rapids Family Magazine

The Grand Rapids Press

The Review, the official magazine of the Michigan Municipal League

The Southwest Advance

WZZM 13 News Website

Expanded Learning Opportunities (ELO) Network Newsletters



Thank You to Our Administrative Partners



The T.E.A.M. 21 programs are made possible through a partnership between the City of Wyoming Parks and Recreation Department, Wyoming Public Schools, Godfrey-Lee Public Schools, Godwin Heights Public Schools, and Kelloggsville Public Schools. This partnership is funded through a grant awarded by the Michigan Department of Education, utilizing 21st Century Community Learning Center funds.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 6-1, 6-51,
6-52, 6-53, 6-57, 6-58 AND TO REPEAL SECTION 6-60
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 6-1 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 6-1. Enforcement of Chapter - Penalty.

Any sworn police officer may enforce the provisions of this chapter. Violation of any provision of this chapter shall be a misdemeanor.

Section 2. That Section 6-51 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 6-51. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Kennel means an establishment wherein three or more dogs are maintained including dogs kept for sale, boarding, breeding or training purposes. Such kennel facilities shall be so constructed as to prevent the public or stray dogs from obtaining entrance thereto and gaining contact with dogs lodged in the kennel.

Dangerous animal means a dog or other animal that bites or attacks a person, or a dog that bites or attacks and causes serious injury or death to another dog while the other dog is on the property or under the control of its owner. However, a dangerous animal does not include any of the following:

(i) An animal that bites or attacks a person who is knowingly trespassing on the property of the animals owner.

(ii) An animal that bites or attacks a person who provokes or torments the animal.

(iii) An animal that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.

Owner means a person who owns or harbors a dog or other animal.

Provoke means to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack by an ordinary dog or animal.

Serious injury means permanent, serious disfigurement, serious impairment of health, or serious impairment of a bodily function of a person.

Torment means an act or omission that causes unjustifiable pain, suffering, and distress to an animal, or causes mental and emotional anguish in the animal as evidenced by its altered behavior, for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack.

Section 3. That Section 6-52 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 6-52. License Required.

No person shall keep, harbor or have the care or charge of any dog, male or female, of the age of six months or over within the city unless such dog shall wear a collar to which is attached a license tag obtained from Kent County.

Section 4. That Section 6-53 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 6-53. Dangerous Dogs.

No person owning, possessing or having charge of any dangerous dog as defined herein shall permit or allow the dog to be at large in the city. Such dog shall be housed in an enclosure not accessible to the public.

Section 5. That Section 6-57 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 6-57. Impoundment.

Any animal control officer or any police officer may impound any dog found running at large, which may then be reclaimed by its owner. Notwithstanding any provision of this chapter to the contrary, any animal control officer or any police officer may impound any dog involved in an occurrence in which the owner, possessor, or person having charge of such dog is charged pursuant to section 6-53 until and at such time as said charge is finally determined.

Section 6. That Section 6-58 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 6-58. Kennels – License required; fee.

Any person, except the police department's K-9 program, who keeps or operates a kennel as defined in this chapter shall be required to obtain and maintain a kennel license from Kent County.

Section 7. That Section 6-60 is hereby repealed.

Section 8. This ordinance shall be in full force and effect on the _____ day of _____, 2011

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

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. _____

MEMORANDUM



To: Curtis L. Holt, City Manager
From: Robert Austin, Fire Chief
Date: October 5, 2011
Subject: Michigan Mutual Aid Box Alarm System (MiMABAS)

I am requesting Council authorize our Department to join the Michigan Mutual Aid Box Alarm System (MiMABAS). As we have discussed in the past, this collaboration is similar to our county mutual aid agreement but on a much larger scale.

MABAS is designed to enhance county mutual aid agreements by expanding Statewide. The mission of MABAS is designed to streamline the requesting and providing of emergency service resources and sustained capabilities when lives, property or the environment is threatened by an emergency, disaster or other serious threats to public health statewide. These capabilities may include, but are not limited to fire, EMS, hazardous materials and technical rescue.

As a member of MABAS, we will provide, when able, a pre-determined resource(s) to respond to a request with other communities within Kent County as a task force. This resource will consist of a piece of apparatus with personnel. By signing this agreement, we are not obligated to respond if our units are not available, such as our community being affected by a disaster, large fire or other emergency which consumes our personnel.

MABAS is a recognized organization within the state which operates according to by-laws, policies and procedures and is regulated by a board of directors. Within Kent County, there are currently five Departments that have joined MABAS and at least five others in the process of enlisting.

This program is another example of inter-governmental cooperation in an effort to provide exceptional service to our citizens. Therefore, I am requesting Council approve the participation of our Department in MABAS.

MICHIGAN MUTUAL AID BOX ALARM SYSTEM AGREEMENT

Effective: November 1, 2011

BETWEEN

PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES TO THIS INTERLOCAL AGREEMENT

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue, emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster or other Serious Threats to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training and other functions

to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is the most desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural,

possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means Mutual Aid Box Alarm System Agreement.
- B. "Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a Requesting Party by an Assisting Party in accordance with the system established and maintained by MABAS Members;
- C. "Party" means a political subdivision which has entered into this Agreement as a signatory;
- D. "Requesting Party" means any Party requesting assistance under this agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident,

hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;

- H. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;
- I. "Division" means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. "Training" means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS;
- K. "Executive Board" means the governing body of MABAS comprised of Division representatives.
- L. "Effective Date" means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.

SECTION THREE

Executive Board of MABAS

An Executive Board shall be established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MABAS who shall serve as the voting representative of said Division of

MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division.

A President and Vice President shall be elected from the representatives of the Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and bylaws of the MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures and by laws of the MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedures established and maintained by the MABAS Association.
- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty or other officer as designated by the Fire Chief shall have the right to commit the requested Fire Fighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges and immunities as provided by Michigan Law.

When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including, comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No Party shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the MABAS Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice

after responding to a request for service. To the extent allowed by law, each Party has the obligation to indemnify and hold the other Party harmless against any liability, loss, or damage caused by the Party responsible for the harm by reason of any act or failure to act in connection with the activities of the Association, including costs and attorneys' fees and any amounts expended in the settlement of any claims, liability, loss, or damage.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. The existence of the Association commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the Association remains composed of at least two (2) Parties. Parties withdrawing from the Association and subsequently requesting a mutual aid resource from an Association member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.
- C. This Agreement shall continue until terminated by the first to occur of the following:
 - (i) The Association consists of less than two (2) Parties; or
 - (ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.

- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. This shall not preclude the Amendment of rules, procedures and Bylaws of the Association. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office and official required by law. he undersigned unit of local government or public agency hereby adopts, subscribes, and approves this MUTUAL AID BOX ALARM SYSYTEM Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e.,

contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

TO: Curtis Holt, City Manager

Cc: James Kohmescher, Director of Administrative Services
Kim Oostindie, Human Resources Supervisor
Tim Smith, Finance Director

FROM: Gail Sheppard, Director of Information Technology

DATE: October 4, 2011

SUBJECT: City Hardware/Software Bid Specification Results

On Tuesday, September 27, 2011, ten responses were received in answer to our two hundred and twenty seven invitations to bid on various computer software and/or hardware components not available through WSCA. A review and evaluation of the bids received (refer to attachment) resulted with six vendors (Business Services, i3 Business Solutions, NeTech Corporation, Next I.T., Precision Data Products, Inc., Zones Inc.) withdrawing due to incorrect quote(s); three vendors (eGearUSA, GetService, GovConnection, Inc.) submitting incomplete bids and/or higher pricing; and one vendor (Secant Technologies) being recommended for all bid items.

The justification for the request to the City Council to award the bid to **Secant Technologies** for the VMware License Upgrade, the Liebert UPS Equipment, and the Cisco Equipment is based upon the lowest complete bid received.

Justification for computer hardware/software is based upon maintaining our IT infrastructure to support enterprise technology solutions, facilitate interoperability and connectivity and support technologies and processes that increase service to our employees and/or citizens. Replacement/upgrade is generally completed on an as needed basis; specific to communication/speed, obsolesce and/or changes in technology.

The UPS equipment is replacing five separate, smaller UPS's in the City Hall Datacenter for aggregation and improved power management. A few of the replaced UPS's will be redeployed in wiring closets to support future Telephone/Voice-over-IP equipment that will require greater uptime for phone system functionality during power outages. The Cisco switch equipment will replace older switch technology, provide for enhanced networking capabilities and prepare for the Telephone/Voice-over-IP project.

In addition to the bid items, I would like to request a resolution to City Council for authorization to purchase City enterprise software licenses on an as needed basis through the MiDEAL program. MiDEAL (Michigan Delivering Extended Agreements Locally) allows Michigan local units of government to benefit from the State's negotiating and purchasing power by permitting them to purchase from the State's contracts on the same terms, conditions, and prices as State government. The MiDEAL program is authorized by Michigan legislation and has been in existence since 1975. The MiDEAL master contract for hardware, software and services extends from April 10, 2009 through April 9, 2014.

Funding for the purchase of the computer hardware/software listed on the 'Fall 2011 - Bid Tabulation' sheet is budgeted and available in the General Fund - Information Technology - Computer Equipment account #101-258-25800-984017 for (\$50,086.99).

Attachments:

Quantity	Mfg. Part Number	Hardware / Software Item Description	Business Services		eGearUSA		GetService		GovConnection, Inc.	
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt
Vmware License Upgrade										
6	VS4-ENT-ENT-PL-UG-C	Upgrade: vSphere Enterprise to vSphere Enterprise Plus for 1 Processor	489.98	2,939.88		0.00		0.00	425.66	2,553.96
6	VS4-ENT-PL-P-SSS-C-3	Production Support/Subscription for vSphere Enterprise Plus for 1 Processor – Covering 3Years	969.98	5,819.88		0.00		0.00	2,156.06	12,936.36
**		Vmware License Upgrade Subtotal		\$8,759.76		\$0.00		\$0.00		\$15,490.32
Liebert UPS Equipment										
1	N108F0512600	Liebert Nfinity 8kVA, Scaleable 16 kVA(3 power module, 5 batt module, 2 control module)	11,069.98	11,069.98	12,449.77	12,449.77		0.00	12,089.33	12,089.33
1	IS-WEBCARD	Liebert IntelliSlot Web Card – Delivers SNMP, Telnet and web-management capability for enhanced communications and control of Liebert Nfinity UPS.	319.98	319.98	306.64	306.64		0.00	295.71	295.71
1	PR-MUNF0204PR	Preferred UPS Service Level for 8kVA UPS – PM 7days 24 hours; 1 PM visit per year (3 Year Contract)		0.00		0.00		0.00		0.00
1	ES-MUNF0204ES	Essential UPS Service Level for 8kVA UPS – PM M thru F 8:00 am – 5:00 pm; 1 PM visit per year (3 Year Contract)		0.00		0.00		0.00		0.00
1	SUNFXXXU7	Start-up of Nfinity 8kVA UPS – includes one site trip by a Liebert LGS customer engineer after the UPS has been installed		0.00		0.00		0.00		0.00
**		Liebert UPS Equipment Subtotal	*Incomplete	\$11,389.96	*Incomplete	\$12,756.41		\$0.00	*Incomplete	\$12,385.04
Cisco Equipment										
2	WS-C3750X-24T-S	Cisco Catalyst 3750X-24T-S - Switch – 24 ports – managed – rack-mountable	4,079.98	8,159.96	2,925.50	5,851.00	4,431.82	8,863.64	3,946.59	7,893.18
2	C3KX-NM-1G=	Cisco Expansion Module – 4 ports – Gigabit Ethernet	339.98	679.96	239.63	479.26	340.91	681.82	305.55	611.10
2	C3KX-PWR-350WAC=	Cisco Power Supply – Redundant – 350 Watt Power	339.98	679.96	272.00	544.00	340.91	681.82	305.55	611.10
2	CAB-SPWR-30CM=	Cisco Power Cable – 1ft Power Cable	79.98	159.96	58.00	116.00	*no bid	0.00	57.53	115.06
1	AIR-CT5508-25-K9	Cisco 5508 Wireless Controller - Network Management device – 8 ports – 25 MAPS (managed access points) – Gigabit Ethernet – 1U	8,739.98	8,739.98	8,626.00	8,626.00	10,040.75	10,040.75	9,029.78	9,029.78
1	IE-3000-4TC	Cisco Industrial 4 Port 10/100 Ethernet Switch - 2 dual purpose uplinks	1,049.98	1,049.98	911.85	911.85	1,019.32	1,019.32	923.54	923.54
1	IE-3000-8TC	Cisco Industrial Ethernet switch with 8 Ethernet 10/100 ports - 2 dual purpose gigabit uplinks and 8 10/100 ports	1,349.98	1,349.98	1,216.85	1,216.85	1,360.23	1,360.23	1,232.44	1,232.44
1	IE-3000-8TM	Cisco 3000 Switch 8 10/100 ports - Expansion module for Cisco IE 3000-4TC and Cisco IE 3000-8TC switches, 8 10/100 TX ports	1,349.98	1,349.98	728.85	728.85	814.77	814.77	*no bid	0.00
1	IE-3000-PWR	Cisco Power module for 3000 Switch - Expansion power module for Cisco IE 3000-4TC and Cisco IE 3000-8TC switches, supports 110/220VAC and 88-300VDC (base switches support 18VDC-60VDC)	279.98	279.98	240.85	240.85	269.32	269.32	243.94	243.94
1	AIR-LAP1041N-A-K9	Cisco Aironet 1041 Controller-based Access Point – Wireless Access Point	339.98	339.98	276.90	276.90	337.50	337.50	289.74	289.74
1	AIR-CHNL-ADAPTER=	Cisco T-Rail Channel Adapter – Network device rail mount adapter	39.98	39.98	3.15	3.15	3.58	3.58	3.21	3.21
1	WS-C2960S-48TS-L	Cisco Catalyst 2960S-48TS-L switch – 48 ports – managed – rack-mountable	2,549.98	2,549.98	2,193.90	2,193.90	3,077.15	3,077.15	2,766.34	2,766.34
**		Cisco Equipment Subtotal		\$25,379.68		\$21,188.61	*Incomplete	\$27,149.90	*Incomplete	\$23,719.43

Quantity	Mfg. Part Number	Hardware / Software Item Description	i3 Business Solutions		NeTech Corporation		Next I.T.		Precision Data Products, Inc.	
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt
Vmware License Upgrade										
6	VS4-ENT-ENT-PL-UG-C	Upgrade: vSphere Enterprise to vSphere Enterprise Plus for 1 Processor	618.75	3,712.50	438.83	2,632.98	800.54	4,803.24	420.00	2,520.00
6	VS4-ENT-PL-P-SSS-C-3	Production Support/Subscription for vSphere Enterprise Plus for 1 Processor – Covering 3Years	894.15	5,364.90	717.08	4,302.48	403.02	2,418.12	850.00	5,100.00
**		Vmware License Upgrade Subtotal		\$9,077.40		\$6,935.46		\$7,221.36		\$7,620.00
Liebert UPS Equipment										
1	N108F0512600	Liebert Nfinity 8kVA, Scaleable 16 kVA(3 power module, 5 batt module, 2 control module)	12,100.00	12,100.00	12,233.81	12,233.81		0.00	11,865.00	11,865.00
1	IS-WEBCARD	Liebert IntelliSlot Web Card – Delivers SNMP, Telnet and web-management capability for enhanced communications and control of Liebert Nfinity UPS.	302.95	302.95	296.89	296.89		0.00	291.10	291.10
1	PR-MUNF0204PR	Preferred UPS Service Level for 8kVA UPS – PM 7days 24 hours; 1 PM visit per year (3 Year Contract)	4,543.60	4,543.60	1,658.90	1,658.90		0.00		0.00
1	ES-MUNF0204ES	Essential UPS Service Level for 8kVA UPS – PM M thru F 8:00 am – 5:00 pm; 1 PM visit per year (3 Year Contract)	3,682.25	3,682.25	1,347.26	1,347.26		0.00	5,717.00	5,717.00
1	SUNFXXXU7	Start-up of Nfinity 8kVA UPS – includes one site trip by a Liebert LGS customer engineer after the UPS has been installed		0.00		0.00		0.00		0.00
**		Liebert UPS Equipment Subtotal		\$20,628.80		\$15,536.86		\$0.00	*Incomplete	\$17,873.10
Cisco Equipment										
2	WS-C3750X-24T-S	Cisco Catalyst 3750X-24T-S - Switch – 24 ports – managed – rack-mountable	4,172.75	8,345.50	2,990.00	5,980.00	3,802.75	7,605.50	3,879.00	7,758.00
2	C3KX-NM-1G=	Cisco Expansion Module – 4 ports – Gigabit Ethernet	321.00	642.00	230.00	460.00	292.51	585.02	299.99	599.98
2	C3KX-PWR-350WAC=	Cisco Power Supply – Redundant – 350 Watt Power	321.00	642.00	230.00	460.00	292.51	585.02	299.99	599.98
2	CAB-SPWR-30CM=	Cisco Power Cable – 1ft Power Cable	60.85	121.70	0.00	0.00	55.42	110.84	56.90	113.80
1	AIR-CT5508-25-K9	Cisco 5508 Wireless Controller - Network Management device – 8 ports – 25 MAPS (managed access points) – Gigabit Ethernet – 1U	9,547.50	9,547.50	7,357.70	7,357.70	8,770.65	8,770.65	8,870.00	8,870.00
1	IE-3000-4TC	Cisco Industrial 4 Port 10/100 Ethernet Switch - 2 dual purpose uplinks	986.50	986.50	687.70	687.70	889.87	889.87	912.00	912.00
1	IE-3000-8TC	Cisco Industrial Ethernet switch with 8 Ethernet 10/100 ports - 2 dual purpose gigabit uplinks and 8 10/100 ports	1,303.10	1,303.10	917.70	917.70	1,187.52	1,187.52	1,218.00	1,218.00
1	IE-3000-8TM	Cisco 3000 Switch 8 10/100 ports - Expansion module for Cisco IE 3000-4TC and Cisco IE 3000-8TC switches, 8 10/100 TX ports	780.50	780.50	549.70	549.70	711.28	711.28	690.00	690.00
1	IE-3000-PWR	Cisco Power module for 3000 Switch - Expansion power module for Cisco IE 3000-4TC and Cisco IE 3000-8TC switches, supports 110/220VAC and 88-300VDC (base switches support 18VDC-60VDC)	257.95	257.95	181.70	181.70	235.05	235.05	229.00	229.00
1	AIR-LAP1041N-A-K9	Cisco Aironet 1041 Controller-based Access Point – Wireless Access Point	306.35	306.35	227.70	227.70	279.17	279.17	289.00	289.00
1	AIR-CHNL-ADAPTER=	Cisco T-Rail Channel Adapter – Network device rail mount adapter	3.40	3.40	2.30	2.30	3.09	3.09	3.50	3.50
1	WS-C2960S-48TS-L	Cisco Catalyst 2960S-48TS-L switch – 48 ports – managed – rack-mountable	2,924.85	2,924.85	2,297.70	2,297.70	2,665.51	2,665.51	2,721.00	2,721.00
**		Cisco Equipment Subtotal		\$25,861.35	*Incomplete	\$19,122.20		\$23,628.52		\$24,004.26

Quantity	Mfg. Part Number	Hardware / Software Item Description	Secant Technologies		Zones Inc.		Items to be Purchased
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Ext. Amt
Vmware License Upgrade							
6	VS4-ENT-ENT-PL-UG-C	Upgrade: vSphere Enterprise to vSphere Enterprise Plus for 1 Processor	421.97	2,531.82	573.32	3,439.92	2,531.82
6	VS4-ENT-PL-P-SSS-C-3	Production Support/Subscription for vSphere Enterprise Plus for 1 Processor – Covering 3Years	2,137.36	12,824.16	822.94	4,937.64	12,824.16
**		Vmware License Upgrade Subtotal		\$15,355.98		\$8,377.56	
Liebert UPS Equipment							
1	N108F0512600	Liebert Nfinity 8kVA, Scaleable 16 kVA(3 power module, 5 batt module, 2 control module)	12,143.43	12,143.43	12,209.80	12,209.80	12,143.43
1	IS-WEBCARD	Liebert IntelliSlot Web Card – Delivers SNMP, Telnet and web-management capability for enhanced communications and control of Liebert Nfinity UPS.	305.21	305.21	293.80	293.80	305.21
1	PR-MUNF0204PR	Preferred UPS Service Level for 8kVA UPS – PM 7days 24 hours; 1 PM visit per year (3 Year Contract)	5,409.57	5,409.57		0.00	5,409.57
1	ES-MUNF0204ES	Essential UPS Service Level for 8kVA UPS – PM M thru F 8:00 am – 5:00 pm; 1 PM visit per year (3 Year Contract)	4,388.30	4,388.30		0.00	
1	SUNFXXXU7	Start-up of Nfinity 8kVA UPS – includes one site trip by a Liebert LGS customer engineer after the UPS has been installed	*included	0.00		0.00	
**		Liebert UPS Equipment Subtotal		\$22,246.51	*Incomplete	\$12,503.60	
Cisco Equipment							
2	WS-C3750X-24T-S	Cisco Catalyst 3750X-24T-S - Switch – 24 ports – managed – rack-mountable	2,990.00	5,980.00	3,844.50	7,689.00	5,980.00
2	C3KX-NM-1G=	Cisco Expansion Module – 4 ports – Gigabit Ethernet	230.00	460.00	297.50	595.00	460.00
2	C3KX-PWR-350WAC=	Cisco Power Supply – Redundant – 350 Watt Power	230.00	460.00	300.50	601.00	460.00
2	CAB-SPWR-30CM=	Cisco Power Cable – 1ft Power Cable	43.70	87.40	58.71	117.42	87.40
1	AIR-CT5508-25-K9	Cisco 5508 Wireless Controller - Network Management device – 8 ports – 25 MAPS (managed access points) – Gigabit Ethernet – 1U	7,357.70	7,357.70	8,800.38	8,800.38	7,357.70
1	IE-3000-4TC	Cisco Industrial 4 Port 10/100 Ethernet Switch - 2 dual purpose uplinks	687.70	687.70	911.16	911.16	
1	IE-3000-8TC	Cisco Industrial Ethernet switch with 8 Ethernet 10/100 ports - 2 dual purpose gigabit uplinks and 8 10/100 ports	917.70	917.70	1,203.73	1,203.73	
1	IE-3000-8TM	Cisco 3000 Switch 8 10/100 ports - Expansion module for Cisco IE 3000-4TC and Cisco IE 3000-8TC switches, 8 10/100 TX ports	549.70	549.70	728.30	728.30	
1	IE-3000-PWR	Cisco Power module for 3000 Switch - Expansion power module for Cisco IE 3000-4TC and Cisco IE 3000-8TC switches, supports 110/220VAC and 88-300VDC (base switches support 18VDC-60VDC)	181.70	181.70	239.04	239.04	
1	AIR-LAP1041N-A-K9	Cisco Aironet 1041 Controller-based Access Point – Wireless Access Point	227.70	227.70	283.93	283.93	227.70
1	AIR-CHNL-ADAPTER=	Cisco T-Rail Channel Adapter – Network device rail mount adapter	2.30	2.30	3.11	3.11	2.30
1	WS-C2960S-48TS-L	Cisco Catalyst 2960S-48TS-L switch – 48 ports – managed – rack-mountable	2,297.70	2,297.70	2,696.36	2,696.36	2,297.70
		Cisco Equipment Subtotal		\$19,209.60		\$23,868.43	\$50,086.99

JRS/sak
9/19/11

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 2-198
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS.

Section 1. That Sec. 2-198 is hereby amended to read as follows:

Sec. 2-198. Election of Chairman, term; meetings and rules; recordkeeping.

The planning commission shall elect its chairman from among the appointed members and create and fill such other of its offices as it may determine. The term of chairman shall be one year, with eligibility for reelection. The planning commission shall hold at least one regular meeting in each month. Regular meetings of the planning commission shall be held in accordance with the meeting schedule adopted by resolution of the city council. Special meetings of the planning commission shall be held on any day other than Monday because of the possible conflict of the times and location of the meetings of the city council. It shall adopt rules. Transaction of business shall be kept by a record of its resolutions, transactions, findings and determinations. The record shall be public.

Unless otherwise provided by statute, any action of the commission shall require an affirmative vote of a majority of the members of the whole commission.

Section 2. This ordinance shall be in full force and effect on the ____ day of _____, 2011.

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

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. _____