

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 17, 2011 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Bill Couchenour, Clyde Park Church of the Nazarene.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of October 3, 2011, the committee of the whole and work session of October 10, 2011.
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01: To Consider Approval of an Application for Exemption of New Personal Property in the City of Wyoming for Grand Rapids Plastics, Inc.
7:02: To Consider Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Reliance Finishing Co.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. National Lights on Afterschool Day
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 1. Expense Reports of Mayor Poll, Councilmembers Vanderwood, Ver Hulst and Voorhees, for their attendance at the MML Annual Convention held on October 5-7, 2011.
 - b) From City Manager
- 13) Budget Amendments**
No. 20: To appropriate \$3,610 of budgetary authority to provide funding for the City's 50% share of extended warranty for election equipment and \$600 for supplies related to the Electronic Poll Book Laptop Computer Grant approved on May 2, 2011.
- 14) Consent Agenda**
 - a) Of Appreciation to Daniel Lavengood for his service as a member of the Parks and Recreation Commission for the City of Wyoming
 - b) Of Appreciation to Gerald Hopkins for his service as a member of the Parks and Recreation Commission for the City of Wyoming
- 15) Resolutions**
 - c) To Approve a New Personal Property Exemption Application and to Approve a Property Tax Exemption Agreement for Grand Rapids Plastics, Inc.

- d) To Approve an Application from Reliance Finishing Co., for an Industrial Facilities Exemption Certificate in the City of Wyoming for a new facility and authorizing the Mayor and City Clerk to sign the IFT Agreement
- e) To Authorize Members of the City Council to Attend the South Kent Government Matters Annual Luncheon
- f) To Consider Approval of a New Class C Liquor License for Sports Center Café LLC, 3957 56th Street SW, Suite B, and to Consider Waivers of the Ordinance if Necessary

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

- g) To Authorize the Mayor and City Clerk to Execute Change Order No. 1 to the Gordon Food Service Gezon Parkway Widening Project
- h) To Authorize the Participation with the Michigan Mutual Aid Box Alarm System
- i) To Authorize the City Manager to Enter into a Grant Agreement with Consumers Energy Company for a Community Tree Planting Project
- j) To Accept a Proposal from Brookview Landscaping for Trees and Planting Services
- k) To Concur with the Sale of Vehicles and Parts
- l) To Authorize the Purchase of one Ford Escape
- m) To Accept a Quote from Elhorn Engineering Company for Tote 2300 Cationic Polymer
- n) For the Purchase of Enterprise Software Licenses
- o) For Award of Bids
 - 1. Computer Hardware & Software
 - 2. Two Progressive Cavity Pumps
 - 3. Cab and Chassis
- p) To Authorize the Payment for the Emergency Repair of a Street Sweeper

17) Ordinances

- 13-11: 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 (Animals and Dogs) FIRST READING
- 14-11: To Amend Section 2-198 of the Code of the City of Wyoming (Planning Commission) FIRST READING

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

PROCLAMATION

**NATIONAL LIGHTS ON AFTERSCHOOL DAY
October 20, 2011**

WHEREAS, the City of Wyoming is committed to quality afterschool programs and opportunities because they; provide safe, challenging, engaging and fun learning experiences, support working families by ensuring their children are safe and productive after school; and

WHEREAS, the City of Wyoming, through its Parks and Recreation Department, has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children to become successful adults; and

WHEREAS, the City of Wyoming Parks and Recreation Department's afterschool program, T.E.A.M. 21, serves approximately 600 students per day during the school year and provides educational support, fitness activities, leisure and enrichment opportunities which greatly increase the students personal, social and academic skills as well as their self-esteem; and

WHEREAS, Lights On Afterschool, a national celebration of afterschool programs on October 21, promotes the critical importance of quality afterschool programs in the lives of children, their families and their communities; and

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan do hereby proclaim October 20, 2011, as

LIGHTS ON AFTERSCHOOL DAY

in the City of Wyoming, I encourage our citizens to engage in innovative afterschool programs and activities that ensure the lights stay on, and the doors stay open for all children after school.

JACK A. POLL, MAYOR
City of Wyoming, Michigan

City of Wyoming Expense Report

Name Joanne Voorhees

Date 9/27/2011

| Date | Location | Hotel | Meals | | Transportation Expenses | | | Other Expenses | | Daily Total |
|-----------------------|-------------------|-------|--------------|--------|-------------------------|------|--------|----------------|-----------------|-------------|
| | | | No. of Meals | Amount | Mileage | Mode | Amount | Item | Amount | |
| 10/05/2011 | GR, MI | | | | | | | Regs | 449.00 | \$449.00 |
| | MML | | | | | | | Breakfast | 25.00 | \$25.00 |
| | Annual Convention | | | | | | | | | |
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| 10/06/2011 | | | | | | | | | | |
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| | | | | | | | | | \$474.00 | |
| Total Expenses | | | | | | | | | \$474.00 | |

Account #101-101-10100-860000

CITY OF WYOMING BUDGET AMENDMENT

Date: October 17, 2011

Budget Amendment No. 020

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$3,610 of budgetary authority to provide funding for the City's 50% share of an extended warranty for election equipment (\$3,010) (the other 50% paid directly to vendor by the Help American Vote Act Fund) and \$600 for supplies related to the Electronic Poll Book Laptop Computer Grant approved 5/2/11, Resolution #23856.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|--|----------------|-----------------|-----------------|----------------|
| <u>General Fund</u> | | | | |
| City Clerk- Elections - Office Supplies 101-215-19100-727.000 | \$5,490 | \$600 | | \$6,090 |
| City Clerk- Elections - Repairs and Maintenance 101-215-19100-930.000 | \$1,000 | \$3,010 | | \$4,010 |

| | | | | |
|---|--|--|----------|--|
| Fund Balance/Working Capital (Fund 101) | | | \$ 3,610 | |
|---|--|--|----------|--|

Recommended: _____
 Finance Director City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2011-2012 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

 City Clerk

10/17/11
Clerk/IJ

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO DANIEL LAVENGOOD FOR HIS SERVICE
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS, Daniel Lavengood was appointed to the Parks and Recreation Commission on February 7, 2000, and

WHEREAS, Daniel Lavengood, as a member of the Parks and Recreation Commission gave generously of his time and talent to the citizens of Wyoming, now, therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, on behalf of the citizens of the City of Wyoming, does hereby express its sincere appreciation to Daniel Lavengood for his dedicated service as a member of the Parks and Recreation Commission.

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 17th day of October, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

10/17/11
Clerk/IJ

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO GERALD HOPKINS FOR HIS SERVICE
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS, Gerald Hopkins was appointed to the Parks and Recreation Commission on November 3, 2008, and

WHEREAS, Gerald Hopkins, as a member of the Parks and Recreation Commission gave generously of his time and talent to the citizens of Wyoming, now, therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, on behalf of the citizens of the City of Wyoming, does hereby express its sincere appreciation to Gerald Hopkins for his dedicated service as a member of the Parks and Recreation Commission.

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 17th day of October, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A NEW PERSONAL PROPERTY
EXEMPTION APPLICATION AND TO
APPROVE A PROPERTY TAX EXEMPTION AGREEMENT FOR
GRAND RAPIDS PLASTICS, INC

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

WHEREAS, Grand Rapids Plastics, Inc., a manufacturing eligible business under Act 328, has filed an application for Exemption of New Personal Property; and

WHEREAS, Grand Rapids Plastics, Inc., intends to acquire and install new personal property at its facility located at 3910 Roger B. Chaffee SE, in the City, said facility being located within an “eligible district” as defined in subsection 7(e) of Act 328; and

WHEREAS, the Wyoming City Council has determined that the acquisition and installation of new personal property by Grand Rapids Plastics, Inc. at its facility in the City will reduce unemployment, promote economic growth, and increase capital investment in the City; and

WHEREAS, before acting on Grand Rapids Plastics, Inc.’s application, the Wyoming City Council held a public hearing on October 17, 2011, at Wyoming City Hall, at which a representative of Grand Rapids Plastics, Inc., the City Assessor and representatives of the effected taxing jurisdictions were given written notice and were afforded an opportunity to be heard; and

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

Now, therefore, be it resolved as follows:

1. The Wyoming City Council finds and determines that the granting of the Exemption of New Personal Property under Act 328 to Grand Rapids Plastics, Inc. shall not have the effect of substantially impeding the operation, or impairing the financial soundness of the taxing unit which levies ad valorem property taxes in the City.

2. The Application for Exemption of New Personal Property filed by Grand Rapids Plastics, Inc., and dated October 3, 2011, for new personal property installed at 3910 Roger B. Chaffee SE, in the City of Wyoming by March 31, 2012, is hereby approved for a period of 10 years, subject to the terms and conditions of the Agreement.

3. The Agreement is approved in all respects. The Mayor and City Clerk are authorized and directed to execute the Agreement on behalf of the City.

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

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

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

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 17th day of October, 2011.

Heidi A. Isakson
Wyoming City Clerk

Attachment: Agreement

Resolution No. _____

NEW PROPERTY TAX EXEMPTION AGREEMENT

This New Personal Property Tax Exemption Agreement is made as of October 17, 2011, by the City of Wyoming, a Michigan municipal corporation, the principal business address of which is 1155 28th Street, SW, PO Box 905, Wyoming, MI 49509-0905 (the "**City**") and Grand Rapids Plastics, Inc., the principal business address of which is 3910 Roger B. Chaffee SE, Wyoming, MI 49548 ("**Grand Rapids Plastics**").

RECITALS

- A. Grand Rapids Plastics desires to improve its facility located at 3910 Roger B. Chaffee SE, Wyoming, MI 49548 (the "**Grand Rapids Plastics Site**") and to install machinery and equipment at the Grand Rapids Plastics Site (the "**Personal Property**") beginning after October 17, 2011 with completion anticipated by March 31, 2012.
- B. The Personal Property is anticipated to cost \$615,931.00 and Grand Rapids Plastics anticipates to provide 20 new full-time equivalent jobs and maintain 140 existing jobs on the Site (the "**Grand Rapids Plastics Jobs**").
- C. Grand Rapids Plastics has applied for an exemption of personal property taxes on the Personal Property pursuant to 1998 PA 328, as amended, MCL 211.9f ("**Act 328**").
- D. For the reasons provided above, the City is amenable to granting a tax exemption on the Personal Property, but seeks assurance that the anticipated Grand Rapids Plastics investment and job growth occurs.

TERMS AND CONDITIONS

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

1. Grand Rapids Plastics' Acknowledgements, Representations and Covenants. On or about October 3, 2011, Grand Rapids Plastics filed with the City an "Application for Exemption of New Personal Property," Michigan Department of Treasury Form 3427 (Rev. 5-06), seeking, pursuant to Act 328, an exemption of all personal property taxes that would otherwise be levied against the Personal Property (the "**Application**"). The City Council's approval of the Application at its meeting of October 17, 2011, was based in significant part on each of the following representations and covenants such that, if Grand Rapids Plastics had not made each of them, the City Council would not have approved the Application.
 - a. Grand Rapids Plastics expects to invest at least \$615,931.00 in acquiring and installing the Personal Property within the Grand Rapids Plastics Site.
 - b. Grand Rapids Plastics expects to add not less than 20 full-time equivalent jobs (the "**New Grand Rapids Plastics Jobs**") at the Grand Rapids Plastics Site as a result of installing the New Personal Property within the Grand Rapids Plastics Site.
 - c. Grand Rapids Plastics' investment in the Grand Rapids Plastics Site by installing the New Personal Property will make the Grand Rapids Plastics Site more competitive in the global market place, better ensuring its long-term sustainability.
 - d. Grand Rapids Plastics expects that all of the New Personal Property (or replacements for it) and all of the New Grand Rapids Plastics Jobs will remain at the Grand Rapids Plastics Site for not less than 10 years in addition to the 140 current full-time equivalent positions.
2. Annual Certification and Record Keeping.

a. Grand Rapids Plastics will file a separate personal property statement in the form required under Michigan law for all Personal Property for each year that the exemption is in effect. These statements will be filed no later than February 20 following each year of the exemption.

b. Grand Rapids Plastics will keep sufficient personal property fixed asset records to determine which items of personal property on the Grand Rapids Plastics Site are covered by the exemption and which are not.

c. No later than February 20 following each year that the exemption is in effect, Grand Rapids Plastics will file an annual letter certifying as of the previous December 31 the number of full-time equivalent jobs at the Grand Rapids Plastics Site and an indication of the annual pay range (without revealing confidential information). The first letter will be due on February 20, 2013, and the last one will be due on February 20 following the year in which the exemption expires or is terminated. Each letter shall include a certification that its contents are true to the best knowledge of the person signing the letter.

3. Term, Termination and Extension.

a. Except as otherwise provided in this Section, this Agreement shall terminate two years after the last day the exemption is effective, on December 31, 2021.

b. The City Council may revoke the exemption if it determines that the Personal Property is not installed by December 31, 2012, or if Grand Rapids Plastics has failed to meet the employment goals as provided in this Agreement.

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

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

4. Miscellaneous.

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

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

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

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

bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

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

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

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

CITY OF WYOMING

GRAND RAPIDS PLASTICS, INC.

By: _____
Jack Poll, Mayor

By: _____

By: _____
Heidi Isakson, City Clerk

By: _____

Jack R. Sluiter, City Attorney

10/17/11
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN APPLICATION FROM RELIANCE FINISHING CO.,
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR A NEW FACILITY AND
AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS, pursuant to PA 198 of 1974, as amended, after a duly noticed public hearing held on September 20, 1982, this City Council by Resolution Number 10650, established Industrial Development District 82 and on October 3, 2011, this City Council by Resolution Number 24008 established Industrial Development District 288; and

WHEREAS, Reliance Finishing Co. has filed an application for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed within Industrial Development Districts 82 and 288, with an estimated cost of \$785,000.00 for real property and \$1,402,500.00 for personal property; and

WHEREAS, before acting on said application, the City Council held a public hearing on October 17, 2011, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:02 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application, and

WHEREAS, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before October 5, 2011, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wyoming that:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.

2. The application from Reliance Finishing Co., for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcels of real property situated within Industrial Development Districts 82 and 288, to wit:

Address: 1236 Judd Avenue SW, Wyoming, MI 49509

Parcel No.: 41-17-02-126-015

Legal Description:

PART NW 1/4 COM AT N 1/4 COR TH S 3D 12M E ALONG N&S 1/4 LINE 723.8 FT TO SE COR OF N 20 A. OF E 62.83 A. OF NW 1/4 TH S 88D 59M W ALONG S LINE OF SD 20 A. 782.84 FT TH N 3D 12M W 233.15 FT TO BEG OF THIS DESC - TH N 3D 12M W 215.17 FT TH S 86D 58M W 336.25 FT TO E LINE OF JUDD AVE /66 FT WIDE/ TH SELY ALONG E LINE OF JUDD AVE 200.25 FT ON A 1107.7 FT RAD CURVE TO RT /LONG CHORD BEARS S 8D 35M 20S E 199.98 FT/ TO A LINE BEARING S 89D 52M 30S W FROM BEG TH N 89D 52M 30S E 317.71 FT TO BEG SEC 2 T6N R12W 1.55 A

Address: 1238 Judd Avenue SW, Wyoming, MI 49509

Parcel No.: 41-17-02-126-016

Legal Description:

PART NW 1/4 COM AT N 1/4 COR TH S 3D 12M E ALONG N&S 1/4 LINE 723.8 FT TO SE COR OF N 20 A. OF E 62.83 A. OF NW 1/4 TH S 88D 59M W ALONG S LINE OF SD 20 A. 782.84 FT TH N 3D 12M W 139.0 FT TO BEG OF THIS DESC - TH N 3D 12M W 94.15 FT TH S 89D 52M 30S W 317.71 FT TO E LINE OF JUDD AVE TH SLY ALONG E LINE OF JUDD AVE 85.25 FT ON A 1107.7 FT RAD CURVE TO RT /LONG CHORD BEARS S 1D 00M W 2.65 FT ALONG E LINE OF JUDD AVE TO A LINE BEARING N 89D 01M 40S W FROM BEG TH S 89D 01M 40S E 321.26 FT TO BEG SEC 2 T6N R12W 0.67 A.

Address: 1240 Judd Avenue SW, Wyoming, MI 49509

Parcel No.: 41-17-02-126-017

Legal Description:

PART NW 1/4 COM AT N 1/4 COR TH S 3D 12M E ALONG N&S 1/4 LINE 723.8 FT TO SE COR OF N 20 A. OF E 62.83 A. OF NW 1/4 TH S 88D 59M W ALONG S LINE OF SD 20 A. 782.84 FT TO BEG OF THIS DESC - TH N 3D 12M W 139.0 FT TH N 89D 01M 40S W 321.26 FT TO E LINE OF JUDD AVE TH S 1D 00M W ALONG E LINE OF JUDD AVE 150.14 FT TO S LINE OF SD 20 A. TH 89D 59M E 331.65 FT TO BEG SEC 2 T6N R12W 1.07 A.

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall be and remain in force for a period of twelve (12) years.

4. The Mayor and City Clerk are authorized to sign the IFT agreement with Metal Components.

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 17th day of October, 2011.

Heidi Isakson
Wyoming City Clerk

Resolution No. _____

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of October 17, 2011, pursuant to 1974 PA 198, as amended, MCL 207.552 *et seq.* (“Act 198”) between the City of Wyoming, a local governmental unit as defined in Act 198, the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Reliance Finishing Co., a Michigan corporation, the address of which is 1236 Judd SW, Wyoming, MI 49509 (the “Company”).

RECITALS

- A. The Company applied for an Industrial Facilities Tax Abatement pursuant to Act 198 on the application a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- B. Following a public hearing on October 17, 2011, the City Council of the City adopted a resolution to approve the tax abatement for a period of 12 years conditional upon the parties entering into this Agreement (the “Abatement”) for the property located at 1236, 1238, 1240 Judd SW, in the City (the “site of the Abatement”).
- C. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the tax abatement.

TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$2,187,500.00 in improvements to its property in the City and that at least 5 new job(s) will be created and at least 67 jobs will be retained as a result of that investment. The Company further pledges that those improvements will remain in place or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Abatement and the jobs created and maintained will remain in existence within the City for at least 2 years after the expiration of the term of the Abatement.
- 2. The City is relying upon and the Company agrees the City may rely upon the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2013) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained upon the project’s completion and the actual number of new jobs created.
 - (b) The number of employees at the time of the Application and the current number of employees.
 - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
 - (a) The City may either:
 - (1) Apply the criteria in the City Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels and project costs as stated in the letter, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WYOMING

RELIANCE FINISHING CO.

By: _____
Jack A. Poll, Mayor

By: _____
_____, _____

By: _____
Heidi A. Isakson, City Clerk

By: _____
_____, _____

Date signed: _____, 2011

Date signed: _____, 2011

10/17/11
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO
ATTEND THE SOUTH KENT GOVERNMENT MATTERS ANNUAL LUNCHEON

WHEREAS, the Wyoming-Kentwood Area Chamber of Commerce will be hosting the South Kent Government Matters Annual Luncheon on October 24, 2011, and

WHEREAS, it is the desire of the City Council that Wyoming be represented at the luncheon; now, therefore

BE IT RESOLVED that members of the Wyoming City Council are hereby authorized to attend the South Kent Government Matters Annual Luncheon on October 24, 2011, and

BE IT FURTHER RESOLVED, that Councilmembers will submit their expense reports for approval at the next regular City Council meeting following the event.

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 17th day of October, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION NO. _____

At a regular meeting of the City Council
(Regular or Special) (Township Board, City or Village Council)

called to order by Mayor Jack Poll on October 17, 2011 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Sports Center Café LLC for a new Class C licensed business to be located at 3957 56th Street SW, Suite B, Wyoming, MI 49418, Kent County

be considered for _____ **“above all others”**
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ for issuance
(Recommended or not Recommended)

State of Michigan)

County of Kent)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the City Council at a regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on October 17, 2011 .
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

Heidi A. Isakson, City Clerk
City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509-0905

Resolution No. _____

RESOLUTION NO. _____

A RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF
THE CODE OF THE CITY OF WYOMING
FOR SPORTS CENTER CAFÉ LLC IN
APPLICATION FOR A CLASS C LIQUOR LICENSE

WHEREAS, Sports Center Café LLC has made application for a new Class C licensed business at 3957 56th Street SW, Suite B, in the City of Wyoming; and

WHEREAS, Sections 14-179(2)(a) of the Code of Ordinances requires that a restaurant with a liquor license provide a minimum of 3,500 square feet gross building area; and

WHEREAS, Section 14-179(2)(b) of the Code of Ordinances requires that a restaurant with a liquor license provide a minimum seating of 150 persons at 15 square feet per person; and

WHEREAS, Section 14-179(2)(d) of the Code of Ordinances requires that a restaurant with a liquor license have a kitchen area equal to 50% of the dining area; and

WHEREAS, Section 14-179(5) of the Code of Ordinances provides that City Council may waive any of the conditions in Section 14-179 if it is in the best interest of the City, and

WHEREAS, the applicant Sports Center Café LLC has requested a waiver of Sections 14-179(2)(a), (b) and (d) of the Code of the City of Wyoming in its application for a new Class C liquor license; now, therefore,

BE IT RESOLVED the City Council determines that waiving the requirements of Sections 14-179(2)(a), (b) and (d) will benefit the applicant, help create a viable business in the City, and is in the best interest of the City, and

BE IT FURTHER RESOLVED that Sections 14-179(2)(a), (b) and (d) are hereby waived for the purposes of approving an application for a new Class C liquor license for Sports Center Café LLC at 3957 56th Street SW, Suite B, Wyoming, Kent County, Michigan.

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 17th day of October, 2011.

Heidi A. Isakson, City Clerk

Resolution No. _____

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

cc: Barbara VanDuren, Deputy City Manager
Jack Sluiter, City Attorney

FROM: Heidi A. Isakson, City Clerk

DATE: October 11, 2011

RE: Application for Class C Liquor License
Sports Center Café LLC - 3957 56th Street SW, Suite B

Sports Center Café LLC has applied for a Class C liquor license for the restaurant at 3957 56th Street SW, Suite B.

A review of the application was requested from the Police Department, Treasurer and Chief Building Official. James DeLange has provided information that indicates the applicant location does not meet the minimum requirements of the ordinance.

A comparison of the ordinance requirements against the application indicates three areas where the business does not meet the minimum requirements:

- The ordinance requires a building with a gross floor area of 3,500 square feet. The application indicates a total of 2,250 square feet.
- The ordinance requires minimum seating for 150 persons with 15 square feet per person. The application cites seating for 90 persons.
- The ordinance requires that the kitchen area be 50% of the dining area, but Mr. DeLange calculates the kitchen area at 527 square feet, or 39% of the dining area.

I have drafted a resolution in the required LCC format, but have left blank whether to recommend “Approval” or “Disapproval”. The Councilmember making the motion should state which it is for. I have also prepared a resolution with the required waivers, should the Council vote to recommend approval. They can take up this resolution if necessary.

CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

| | | |
|---|--|---|
| APPLICANT: <u>Sports Center Cafe LLC</u> | | <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION |
| BUSINESS ADDRESS: <u>3957 56th ST Suite B</u> <u>Wyoming, MI 49418</u> | | TELEPHONE: <u>616-719-1477</u> FAX: <u>616-719-1481</u> |
| LICENSE REQUESTED: <input type="checkbox"/> TAVERN <input checked="" type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL | | LOCATION OF THE PROPOSED BUSINESS: |
| WILL THE PROPOSED BUSINESS OCCUPY A(N): <input checked="" type="checkbox"/> EXISTING BUILDING <input type="checkbox"/> NEW BUILDING | | DO YOU: <input type="checkbox"/> OWN BUILDING <input checked="" type="checkbox"/> LEASE BUILDING |
| ARE FURNITURE & FIXTURES: <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED | | BUILDING OWNER: <u>Arko Land Company LLC</u> |
| FURNITURE & FIXTURE OWNER: <u>Sports Center Cafe LLC</u> | | |
| NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: <u>Jay Taylor</u> | | |
| NAME OF BANK FOR BUSINESS ACCOUNT: <u>Founders Bank & Trust</u> | | |
| FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: NAME: <u>Jay Taylor</u> ADDRESS: <u>4642 76th St</u> <u>Caledonia, MI 49316</u> | | |
| NAME OF PERSON COMPLETING APPLICATION: <u>Jay Taylor</u> | | TITLE OF PERSON COMPLETING APPLICATION: <u>Owner</u> |
| SIGNATURE: <u>[Signature]</u> | | DATE: <u>8/8/11</u> |

ATTACH:

1. A SCALED DRAWING WHICH SHOWS THE TOTAL SQUARE FOOTAGE, DINING SQUARE FOOTAGE, KITCHEN SQUARE FOOTAGE, TOTAL TABLE SEATING, AND TOTAL COUNTER SEATING.
2. A PERSONAL INFORMATION SHEET FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER.
3. APPLICATION FEE OF \$300 PAYABLE TO THE CITY OF WYOMING.

amt recd \$300.00 #28605

City of Wyoming

1155 - 28th ST SW

Wyoming, MI 49509

August 24, 2011

Please accept our application to obtain a Class C Liquor License for Sports Center Café LLC located at 3957-56th ST SW in Wyoming.

Sports Center Café opened almost 6 months ago. We designed our restaurant with a sports theme complete with TVs and programming. Our intention was and continues to be to provide southwest Wyoming with a family friendly sports themed restaurant. Our customers like our décor, our menu and our atmosphere. However, they are requesting that we provide alcohol also. They would like to be able to have a beer with their burger or wings. We have customers come in and actually leave when they find out we don't serve alcohol.

The reality of the restaurant world is that the competition is fierce. We witnessed this as we've watched Perkins and Big Boy both struggle, we must attempt to give our customers what they are requesting.

We are located on a great intersection, at 56th St and Wilson and yet are struggling to maintain enough dinner business to survive. The closest restaurant liquor license in Wyoming is 2 miles away at Byron Center and 56th Street. Our location will succeed and prosper if we are able to grant this to our customers.

We will need two variances to meet the City of Wyoming's criteria.

First, our restaurant total square footage is under the requirement. We have a total of 2,250 square feet and our dining room is a total of 1,350 square feet.

Second, our seating capacity is under the requirement. We currently have a total of 90 seats.

While we do need variances to complete this, we believe it will be an asset to this section of Wyoming. We maintain a clean, family owned and operated, family friendly restaurant and hope to be a part of the city for many years to come.

Sincerely,

Catherine Taylor and Jay Taylor

COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

| | |
|--|---------------------------------|
| NAME: <u>Jay Taylor</u> | TITLE: <u>Owner</u> |
| RESIDENT ADDRESS: <u>4642 76th ST</u> <u>Caledonia, MI 49316</u> | PHONE: <u>616-308-2764</u> |
| SOCIAL SECURITY NUMBER: <u>7266</u> | DATE OF BIRTH: <u>1/1986</u> |
| RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>25</u> YEARS <input type="checkbox"/> NO | |
| Describe similar business ventures or related experience: | |
| Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No | |
| Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No | |
| Have you ever been convicted of any criminal act? <input type="checkbox"/> Yes - describe state, county and date of conviction <input checked="" type="checkbox"/> No | |

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: X 

State of Michigan
Kent County

Subscribed and sworn to before me on this 22 day of September, 20 11.

X 
Signature of Notary
Angela M. Veen
Printed Name

ANGELA M. VEEN
Notary Public, State of Michigan
County of Kent
My Commission Expires Jun. 27, 2014
Acting in the County of Kent

My commission expires: 6/27/14

COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

| | |
|--|-------------------------------|
| NAME: <i>Catherine Taylor</i> | TITLE <i>Owner</i> |
| RESIDENT ADDRESS: <i>4642-76th St SE Caledonia MI 49316</i> | PHONE: <i>616-340-5900</i> |
| SOCIAL SECURITY NUMBER: <i>- 5115</i> | DATE OF BIRTH: <i>1/60</i> |
| RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <i>50</i> YEARS <input type="checkbox"/> NO | |
| Describe similar business ventures or related experience: | |
| Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No | |
| Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No | |
| Have you ever been convicted of any criminal act? <input type="checkbox"/> Yes - describe state, county and date of conviction <input checked="" type="checkbox"/> No | |

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: X *Catherine Taylor*
Catherine Taylor

State of Michigan
Kent County

Subscribed and sworn to before me on this 22 day of September, 2011.

X *Heidi A. Isakson*

Signature of Notary
Heidi A. Isakson
Printed Name

My commission expires: 9-11-2017

HEIDI A. ISAKSON
Notary Public, Muskegon County, Michigan
My Commission Expires September 11, 2017

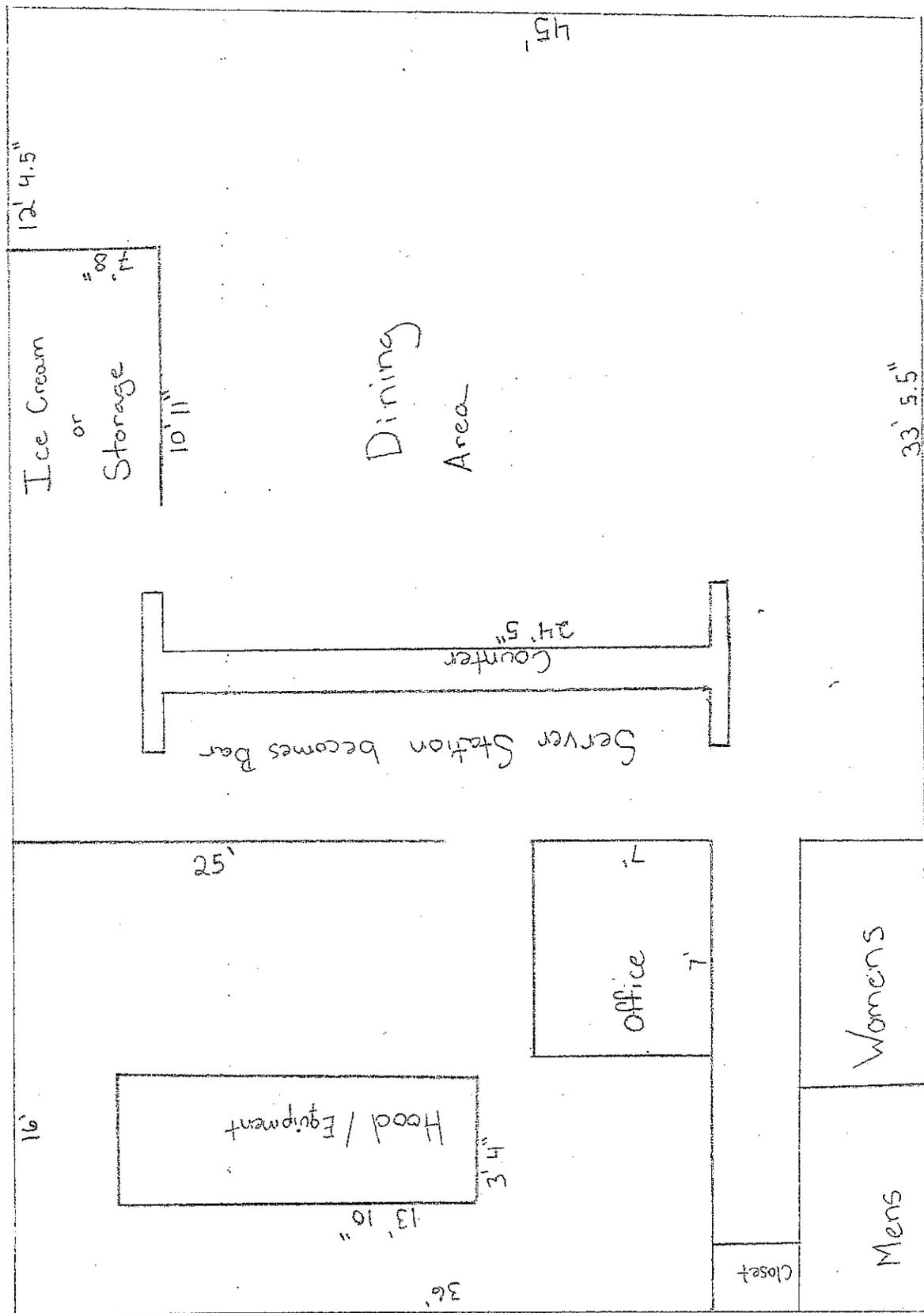
Total Sq. Footage
2250

Dining Sq. Footage
1350

Kitchen Sq. Footage
900

Total Seating
90

Total Counter
15



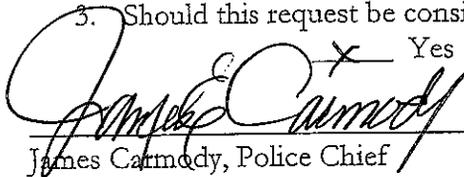
LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

| | |
|--|---|
| APPLICANT(S): <i>Sports Center Cafe LLC</i> | PROPOSED LICENSE LOCATION: <i>3957 56th St SW, Suite B</i> |
| LICENSE TYPE: <i>Class C</i> | |

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No


James Carmody, Police Chief

Date: 10/03/2011

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

Date: _____

Andrea Boot, Treasurer

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS _____ IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

Date: _____

James DeLange, Chief Building Inspector

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

| | |
|--|---|
| APPLICANT(S): <i>Sports Center Cafe LLC</i> | PROPOSED LICENSE LOCATION: <i>3957 56th St SW, Suite B</i> |
| LICENSE TYPE: <i>Class A</i> | |

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No

_____ Date: _____
James Carnody, Police Chief

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

Andrea Boot
_____ Date: *9/15/2011*
Andrea Boot, Treasurer

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS _____ IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

_____ Date: _____
James DeLange, Chief Building Inspector

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

| | |
|--|---|
| APPLICANT(S): <i>Sports Center Cafe LLC</i> | PROPOSED LICENSE LOCATION: <i>3957 56th St SW, Suite B</i> |
| LICENSE TYPE: <i>Class C</i> | |

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No

_____ Date: _____
James Carmody, Police Chief

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

_____ Date: _____
Andrea Boot, Treasurer

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS _____ IS NOT in compliance with Section 14-177 through 14-179 of the City Code.

James DeLange
_____ Date: *10/11/11*
James DeLange, Chief Building Inspector

Isakson, Heidi

From: Delange, Jim
Sent: Tuesday, September 20, 2011 10:56 AM
To: Isakson, Heidi
Subject: 3957 56th st sw--Sports Center Cafe' Class C request

Review of plans submitted for proposed Class C license location. This proposal does not meet the following City code requirements:

Section 14-179

- (a) Requires minimum building size of 3,500 sq ft. Proposed 2,250 sq ft.
- (b) Requires minimum seating capacity of 150 measured at 15 sq ft per person. Proposed 1,350 sq. ft dining area = 90 persons.
- (d) Requires combined kitchen and storage areas to be equal to or greater than 50 % of dining areas. Kitchen area of 900 sq ft indicated on plan appears incorrect. Using measurements provided, 16x36 = 576, minus the 7x7 office = 527 sq. ft.. This amounts to proposed 39 % kitchen / storage area.

James W. De Lange
Chief Building Official
City of Wyoming, MI.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE CHANGE ORDER NO. 1 TO THE
GORDON FOOD SERVICE GEZON PARKWAY WIDENING PROJECT

WHEREAS, part of the Gordon Food Service (GFS) relocation of their headquarters to Gezon Parkway, requires the addition of a center left-turn lane adjacent to the proposed development to accommodate the projected increase in traffic, and

WHEREAS, on August 1, 2011, the City Council awarded a contract for the widening of Gezon Parkway from Weller Court to 56th Street to Kamminga and Roodvoets, Inc. in the amount of \$434,518.30, and

WHEREAS, said contract includes reconstructing the existing curb and gutter and associated storm sewer catch basins along the corridor to a width sufficient to accommodate an additional lane, and

WHEREAS, due to the extra depth of the existing storm sewer catch basins, relocating the existing basins was impractical and adding new basins was determined to be in Wyoming's best interest, and

WHEREAS, adding the additional basins increases the cost of the project by approximately \$12,000.00, and

WHEREAS, the additional work can be financed out of the Capital Improvement Fund, Project Account No. 400-441-50200-972502 Gordon Food Service; now, therefore,

BE IT RESOLVED that the City Council hereby authorizes the Mayor and City Clerk to execute the attached Change Order No. 1 to the Gezon Parkway Widening project in the amount of \$12,000.00.

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 17th day of October, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachments: Change Order No. 1

Resolution No. _____

CHANGE ORDER NO. 1

PROJECT: Gezon Parkway Widening
CONTRACTOR: Kamminga and Roodvoets, Inc.
CONTRACT DATE: August 1, 2011
DESCRIPTION: Catch Basin Replacement

| | |
|---|---------------------|
| Contract Amount Prior to Change Order No. 1 | \$ 434,518.30 |
| Increase Resulting from Change Order No. 1 | <u>\$ 12,000.00</u> |
| Adjusted Contract Amount | \$ 446,518.30 |

CITY OF WYOMING

CONTRACTOR

Jack A. Poll
Mayor

Heidi A. Isakson
City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARTICIPATION WITH THE MICHIGAN
MUTUAL AID BOX ALARM SYSTEM (MABAS)

WHEREAS, the City of Wyoming Fire Department is currently a member of the Kent County Mutual Aid pact and a member of the Michigan Emergency Management Assistance Compact; and

WHEREAS, the Constitution, and the citizens of the State of Michigan and the City of Wyoming have long recognized the value of cooperation by and among other government entities; and

WHEREAS, this agreement would provide the benefits of mutual aid in fire/rescue emergency support during an emergency, disaster or other serious threats to public health and safety; now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the Mayor and City Clerk to execute and sign the Michigan Mutual Aid Box Alarm System Agreement.

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

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on the 17th day of October, 2011.

Heidi A. Isakson, City Clerk

Resolution No. _____

MICHIGAN MUTUAL AID BOX ALARM SYSTEM AGREEMENT

Effective: _____, 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. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this MUTUAL AID BOX ALARM SYSTEM 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.

Signature Page

MABASMI (Kent County) Agreement

Ada Township

DATE

Algoma Township

DATE

Alpine Township

DATE

Alto Township

DATE

Bowne Township

DATE

Byron Township

DATE

Caledonia Township

DATE

Cannon Township

DATE

Cascade Township

DATE

Casnovia

DATE

Cedar Springs

DATE

Courtland Township

DATE

Cutlerville

DATE

East Grand Rapids

DATE

Gaines Township

DATE

Dutton Township

DATE

Grand Rapids Township

DATE

Grandville

DATE

Grattan Township

DATE

Kent City

DATE

Tyrone Township

DATE

Kent County Airport

DATE

Kentwood

DATE

Lowell

DATE

Vergennes

DATE

Nelson

DATE

Oakfield Township

DATE

Plainfield Charter Township

DATE

Rockford

DATE

Sand Lake

DATE

Solon Township

DATE

Sparta

DATE

Sparta Township

DATE

Spencer Township

DATE

Walker

DATE

Wyoming, Mayor and City Clerk

DATE

Approved as to form
Jack R. Sluiter, Wyoming City Attorney

10/17/2011

RR:tc

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
GRANT AGREEMENT WITH CONSUMERS ENERGY COMPANY FOR A
COMMUNITY TREE PLANTING PROJECT

WHEREAS, the City has lost numerous trees due to Emerald Ash Borer and storm damage within Lamar Park and Pinery Park, and

WHEREAS, the City also desires to provide shade trees near the Lamar Park splash pad and continue tree plantings within Prairie Park, and

WHEREAS, Consumers Energy Corporation, in association with the Michigan Forestry and Park Association, has offered the City a grant of \$3,000 (\$100 per tree), for assistance in the planting of thirty (30) trees this season within the referenced parks,

WHEREAS, \$10,000 is available as matching funds for tree plantings in the current Parks and Recreation Budget, now, therefore,

BE IT RESOLVED that the Wyoming City Council does hereby authorize the City Manager to sign the attached agreement.

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

Motion carried _____ Yeas _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 17th day of October, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachment: Tree Planting Agreement

RESOLUTION NO. _____

MEMORANDUM

TO: Curtis Holt, City Manager

FROM: Timothy Cochran, City Planner
Jeffrey Anderson, Parks and Facilities Supervisor

CC: Barb VanDuren, Deputy City Manager
Rebecca Rynbrandt, Community Services Director

DATE: October 4, 2011

SUBJECT: Community Tree Planting Project

The City has lost numerous trees within Lamar Park and Pinery Park due to emerald ash borer and storm damage. Lamar Park is also in need of shade trees to be planted near the splash pad. Prairie Park is also in need of additional trees to continue reforestation within the developed area.

City staff desires to plant thirty (30) trees of diverse species within the three parks. Fourteen trees will be planted in Pinery Park, and eight each within Lamar Park and Prairie Park. At the request of Director Rynbrandt, we applied for a Consumers Energy Tree Planting Grant, in association with the Michigan Department of Natural Resources & Environment, for \$3000. The grant would provide \$100 for each tree planted. The total project cost is estimated at \$8000. The \$5000 in matching funds is available under the current Parks and Recreation Fund budget account 208-752-75600-987.151. The trees must be planted by November 18, 2011 to receive the grant funds. Payment of the grant is provided upon installation of the trees.

With your support, we ask that this matter be placed before the City Council for their approval consideration at the Monday, October 17, 2011 Regular Meeting.

Authorized by: 
Rebecca Rynbrandt



Consumers Energy

Count on Us



September 22, 2011

City of Wyoming
Jeff Anderson
1155 - 28th St. SW. Box 905
Wyoming, MI 49509-0905

Dear Mr. Anderson:

The Michigan Forestry and Park Association is pleased to inform you that your Community Tree Planting Grant request for the City of Wyoming has been approved by Consumers Energy in the amount of \$3,000.00 for the planting of 30 trees.

To accept this grant, please sign and date the enclosed Tree Planting Agreement and return it to Jon Hall at the address below. The grant will be awarded once your project is completed and field checked by Consumers Energy.

Consumers Energy works to deliver safe, reliable electric service to its 1.8 million customers in Michigan's Lower Peninsula. Planting the right trees in the right places helps achieve those goals and provides for a healthier community environment.

MFPA is a charitable organization founded in 1926 to promote education and training in the fields of arboriculture and urban forestry; to provide funding for research on tree related issues; and to provide scholarships to students studying in the fields of arboriculture and urban forestry.

Best regards,

J. James Kielbaso, President
Michigan Forestry and Park Association

Return Tree Planting Agreement to:
Consumers Energy - Forestry Operations
Jon Hall
530 W. Willow
Lansing, MI 48906
517-374-2372

CONSUMERS ENERGY COMPANY TREE PLANTING AGREEMENT

| | | | | | |
|---|-------------|------------------------|---|-------|----------|
| Grantee's Name City of Wyoming | | | Grantee's Contact Name Mr. Jeff Anderson | | |
| Address 1155 - 28th St, SW, Box 905 | | | Work Location Address | | |
| City Wyoming | State MI | Zip Code 49509-0905 | City | State | Zip Code |
| Contact Phone (8AM to 5PM) <input type="checkbox"/> Work <input type="checkbox"/> Other () <input type="checkbox"/> Home | | | Contact Phone (8AM to 5PM) <input type="checkbox"/> Work <input type="checkbox"/> Other () <input type="checkbox"/> Home | | |

Consumers Energy Company agrees to pay the sum of \$ \$3,000.00 to the Grantee after successful completion of the tree planting project described below and on the Grant Application dated _____ attached hereto and made a part hereof.

WORK DESCRIPTION

SPECIAL INSTRUCTIONS

GRANTEE ACKNOWLEDGES HAVING READ AND HEREBY ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THOSE PRINTED ON THE BACK OF THIS FORM AS WELL AS TERMS AND CONDITIONS SPECIFIED IN CONSUMERS ENERGY'S FORESTRY OPERATIONS 2011 COMMUNITY TREE PLANTING GRANT PROGRAM APPLICATION INFORMATION FORM ATTACHED HERETO AND MADE A PART HEREOF.

Grantee's Representative Signature _____

Date _____

Title _____

Return signed agreement to: Consumers Energy, Forestry Operations, Attn: Jon Hall, 530 W. Willow, Lansing, MI 48906

1. Scope of Service:

Consumers Energy Company shall pay to the Grantee the amount shown on the front of this Tree Planting Agreement after successful completion of the tree planting work described herein and on the Grant Application attached hereto and made a part hereof.

2. Service Location, Risk and Delivery:

All Services will be performed on the Grantee's premises as specified on the front of this Tree Planting Agreement and on the attached Grant Application. With respect to Consumers Energy Company's recommended planting list; no trees categorized as "Medium Trees" will be planted within 20 feet of the centerline and no trees categorized as "Large Trees" will be planted within 40 feet of the centerline of any existing overhead electric distribution line energized at or below 15,000 volts phase to ground or 25,000 volts phase to phase. No trees will be planted within 80 feet of any line energized above 15,000 volts phase to ground or above 25,000 volts phase to phase.

3. Time for Performance:

Grantee must complete all work described in their Grant Application attached hereto by November 18, 2011. Failure to complete the work by November 18, 2011 will result in forfeiture of the grant award by Consumers Energy Company.

4. Warranty and Disclaimer:

Grantee warrants that any service performed under this contract shall be performed by properly skilled personnel in accordance with generally accepted standards for the services being performed. Without limiting any other remedy available to Consumers Energy, if any such nonconformance or defect appears the Grantee shall make any and all repairs or replacements necessary to remedy same at its sole expense and within a reasonable time after notification by Consumers Energy.

5. Indemnity:

The Grantee shall indemnify and hold Consumers Energy Company, its agents, employees, vendors and contractors including the Michigan Forestry & Park Association, Inc. harmless from and against, and shall at Consumers Energy Company's option undertake the defense of, any and all claims, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers Energy Company might sustain or incur or which might be asserted against Consumers Energy Company as a result of the services provided under this contract, whether based on warranty, contract, tort (including negligence), strict liability or otherwise. The provisions of this Section 5 shall survive the termination or expiration of this Agreement.

6. Limitation of Liability:

The total liability of Consumers Energy Company, its agents, employees, vendors and contractors including the Michigan Forestry & Park Association, Inc. with respect to any and all claims arising out of this contract including the performance of obligations in connection with the services hereunder, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, shall not exceed \$5,000 and shall in no event include incidental or consequential damages of any nature. This Limitation of Liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail their essential purpose.

7. Assignment and Subcontracting:

Any assignment of this contract or any part thereof by the Grantee without the previous written permission of Consumers Energy Company shall be void and of no effect.

8. Changes in Contract:

The terms of this contract shall not be changed, superseded or supplemented, except in writing signed by a duly authorized representative of Consumers Energy Company and by a duly authorized representative of Grantee.

9. Governing Law:

This contract shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. This Contract is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

10. Entire Agreement:

With respect to the subject matter hereof, this contract supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. No part of any purchase order, request for proposal or other document issued by the Grantee shall be binding upon Consumers Energy Company or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers Energy Company.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM
BROOKVIEW LANDSCAPING
FOR TREES AND PLANTING SERVICES

WHEREAS, as detailed in the attached memorandum from the Parks and Facilities Supervisor, the City has been approved grant funds from the Consumers Energy Tree Planting Grant Program in the amount of \$3,000, and

WHEREAS, Brookview Landscaping submitted a proposal offering to extend their 2010 bid prices, and

WHEREAS, it is recommended City Council accept the proposal from Brookview Landscaping for the purchase and planting of 30 trees in the total amount of \$7,804.90, and

WHEREAS, funds for trees are budgeted in the Parks and Recreation Fund account number 208-752-75600-987151, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby accept the attached proposal from Brookview Landscaping for trees and planting services, 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 17th day of October, 2011.

Attachments: Memorandum
Proposal

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

TO: Kim Oostindie, Human Resources Supervisor

FROM: Jeffrey Anderson, Parks and Facilities Supervisor

CC: Rebecca Rynbrandt, Community Services Director

DATE: October 10, 2011

SUBJECT: Community Tree Planting Project

The City has been approved grant funds from the Consumers Energy Tree Planting Grant program for \$3,000. The program matches existing budgeted funds in the Parks and Recreation Fund budget account 208-752-75600-987.151 and will help replenish trees in the parks lost to emerald ash borer and storm damage.

The Consumers Energy Tree Planting Grant requires the trees be planted by November 18, 2011 to receive the grant funds. Due to the timeline in the tree planting grant agreement, we have contacted the low bidder from last years tree bid and asked them to extend their pricing for this year. The low bidder on last years tree bid, Brookview Landscaping, has agreed to extend their pricing and meet the timeline outlined in the tree planting agreement. Brookview Landscaping has proposed planting the 30 selected trees for a total of \$7,804.90. The signed proposal and agreement from Brookview Landscaping is attached for your review.

Please proceed with the necessary documents for approval by City Council.



BROOKVIEW



LANDSCAPE DIVISION:

10539 James St.
Zeeland, MI 49464

MDOT #: 06798

Phone (616) 772-3262
Fax (616) 772-4335

City of Wyoming
1155 – 28th Street
Wyoming, MI 49509
ATTN: Parks Department, Jeff Anderson

Dear Jeff,

We will honor the tree planting contract from 2010 with the following tree variety changes as noted below:

| Type of Tree | QTY | Unit Price | Extended Price |
|----------------------|-----|---------------|--------------------|
| Kentucky Coffee Tree | 8 | \$ 256.00 | \$ 2,048.00 |
| Elm spp | 3 | \$ 262.50 | \$ 787.50 |
| Horsechestnut | 7 | \$ 236.50 | \$ 1,655.50 |
| Red Maple | 12 | \$ 276.158 | \$ 3,313.90 |
| | | TOTAL: | \$ 7,804.90 |

Tree planting will be completed by November 15, 2011.

If you have any further questions or concerns please feel free to contact me via phone or email.

Thank you for the opportunity to work with you on this project.

Bob Tien
Landscape Specialist & B.S. Horticulture MSU

bobt@brookviewlawncare.com
Phone: 616-772-3262
Fax: 616-772-4335

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE SALE OF VEHICLES AND PARTS

WHEREAS, as detailed in the attached memorandum from the City's Motor Pool Supervisor, an auction was held at Expressway Auto Auction for the sale of vehicles and obsolete parts, and

WHEREAS, the auction sale prices were better than the expected salvage values and are shown on the attached memorandum, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby concur with the sale of vehicles and parts as summarized 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 17th day of October, 2011.

Attachment: Memorandum

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: October 10, 2011
TO: Bill Dooley, Director of Public Works
FROM: Ted Seil, Motor Pool Supervisor
RE: Sale of City of Wyoming Vehicles at Auction

On September 22, 2011 a vehicle and obsolete parts auction was held at Expressway Auto Auction in Howard City, Michigan, which included the following city items:

| <u>Items</u> | <u>Auction Amount</u> | <u>Salvage Amount</u> |
|-------------------------------------|---------------------------|---------------------------|
| 2001 Ford F350 – One Ton Dump Truck | \$4,600 | \$4,000 |
| 2004 Ford F250 – Pick Up Truck | \$4,500 | \$3,000 |
| 2003 Jeep Liberty – 4WD SUV | \$9,100 | \$5,000 |
| Obsolete Parts | \$6,821 | -- |

The auction sale prices we received were better than the expected salvage values. For this reason, we recommend that the City Council concur with the sale of these items.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
ONE FORD ESCAPE

WHEREAS, as detailed in the attached memorandum from the Director of Public Works, one public works vehicle is in need of replacement, and

WHEREAS, Tony Betten and Sons submitted the low proposal of \$21,605 for the purchase of one Ford Escape, and

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

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of one Ford Escape from Tony Betten and Sons in the amount of \$21,605, 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 17th day of October, 2011.

Attachments: Memorandum
Quotation

Heidi A. Isakson
Wyoming City Clerk

MEMORANDUM

DATE: October 10, 2011

TO: Mayor and City Council

FROM: William D. Dooley, Director of Public Works

SUBJECT: Replacement of One Vehicle

Each year the City of Wyoming purchases vehicles under the State of Michigan's cooperative purchasing program identified as MiDeal. The vehicles supplied under the MiDeal program are bid by the State of Michigan and include standard vehicles that are similar to the vehicles found on a dealer's lot. This year we reviewed bids from the County of Oakland, the County of Macomb, as well as the State of Michigan for the replacement of one vehicle.

We also contacted a local dealer and requested a competitive quote for a similar vehicle. The State bid price for a Ford Escape including shipping is \$21,775. Tony Betten and Sons Ford submitted a quote of \$21,605. The price submitted by Tony Betten and Sons will save Wyoming \$170. For this reason, it is recommended that Wyoming purchase one Ford Escape from Tony Betten and Sons Ford in the amount of \$21,605.

Funds for this purchase are budgeted in the Motor Pool Fund account 662-441-58500-985.000.

TONY BETTEN & SONS

3839 Plainfield, NE
Grand Rapids, MI 49525



Phone: (616) 363-6841
Fax (616) 363-2151

We Treat You Like Family

Website: www.betten-and-sons-ford.com

CUSTOMER INFORMATION Purchase

NAME City of Wyoming

ADDRESS 1155 28th St SW BIRTHDATE _____

CITY Wyoming STATE MI ZIP 49509-2825 COUNTY Kcnt

DRIVERS LICENSE# _____ SOCIAL SECURITY# _____

PHONE: HOME _____ BUSINESS (616)530-7273 FAX _____

PAGER: _____ CELLULAR: (616)558-6659

DATE 10/10/2011 SALESPERSON _____

VEHICLE DESCRIPTION

NEW USED STOCK# _____ YEAR 2012

MAKE Ford MODEL Escape EXACT MILES 1

VEHICLE# _____ COLOR Dark Blue

PW PL AIR CD LEATHER MOON 4X4

OTHER _____ MOTOR _____ TRANS _____

2012 Ford Escape
XLT. ZOOA Rep Pkg.
4wd.
3.0 L. Duratec V6.
Sync. System.
Trailer Tow II Pkg.

VEHICLE INSURANCE INFORMATION

INS. COMPANY _____ POLICY# _____

AGENT NAME _____ PHONE _____ FAX _____

ADDRESS _____ CITY, STATE, ZIP _____

MANUFACTURER WARRANTY PER BUYER GUIDE

TRADE INFORMATION

YEAR _____ MAKE _____ COLOR _____

VEHICLE# _____ EXACT MILES _____

PLATE# _____ TRANSFER NEW

LIEN HOLDER _____ PAYOFF AMOUNT _____ GOOD TILL _____

PHONE# _____ ACCOUNT# _____

| | |
|-----------------------------------|-----------|
| 1. PURCHASE PRICE OF VEHICLE | 21,590.00 |
| 2. DOC FEE | 0.00 |
| 3. SALES TAX | 0.00 |
| 4. TITLE FEE | 15.00 |
| NEW PLATE/ TRANSFER | |
| 5. WARRANTY | 0.00 |
| 6. TOTAL DELIVERED PRICE | 21,605.00 |
| 7. REBATE | 0.00 |
| 8. CASH ON DEPOSIT | 0.00 |
| 9. CASH DUE ON DELIVERY | 21,605.00 |
| 10. TRADE-IN | 0.00 |
| 11. LESS LIEN | 0.00 |
| 12. UNPAID BALANCE TO BE FINANCED | 21,605.00 |

PERSON TALKED TO _____ DAILY INTEREST _____ STOCK# _____

If the trade payoff denoted above is less than the payoff obtained from the lienholder, the buyer will be responsible for the difference.

REBATE#: _____ AMOUNT- _____ AUTHORIZATION#- _____

REBATE#: _____ AMOUNT- _____ AUTHORIZATION#- _____

REBATE#: _____ AMOUNT- _____ AUTHORIZATION#- _____

OK/

OK/ *Steven Gilbert*

CUSTOMER APPROVAL - I AM 18 YEARS OF AGE OR OLDER

ACCEPTED BY - SUBJECT TO FINANCE COMPANY APPROVAL

CNGP530

VEHICLE ORDER CONFIRMATION

10/10/11 16:14:32

==>

Dealer: F48071

2012 ESCAPE

Page: 1 of 1

Order No: 9999 Priority: L3 Ord FIN: QB289 Order Type: 5B Price Level: 225

Ord Code: 200A Cust/Flt Name: WYOMING

PO Number:

| | RETAIL | DLR INV | | RETAIL | DLR INV |
|----------------------|---------|------------|--------------------------|--------|----------|
| U9D XLT 4WD | \$26420 | \$24633.00 | DEST AND DELIV | \$825 | \$825.00 |
| .103" WHEELBASE | | | TOTAL BASE AND OPTIONS | 29230 | 26888.41 |
| UN STEEL BLUE | | | TOTAL | 29230 | 26888.41 |
| W PREM CLTH BKT | | | *THIS IS NOT AN INVOICE* | | |
| 9 CHARCOAL | | | | | |
| 200A EQUIP GRP | | | | | |
| 99G 3.0L DURATEC V6 | 1195 | 1088.00 | | | |
| 446 .6-SPD AUTOTRANS | NC | NC | | | |
| T63 .P235/70R16 OWL | NC | NC | | | |
| 67B SYNC SYSTEM | 395 | 336.00 | | | |
| SYNC EQUIP GRP | | | | | |
| 425 50 STATE EMISS | NC | NC | | | |
| 536 TRAILER TOW II | 395 | 336.00 | | | |
| SP FLT ACCT CR | | (340.00) | | | |
| FUEL CHARGE | | 10.41 | | | |

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC09835

\$ 21,605.00 Delivered

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM
ELHORN ENGINEERING COMPANY FOR
TOTE 2300 CATIONIC POLYMER

WHEREAS, as detailed in the attached memorandum from the Water Treatment Plant Operations Supervisor, Elhorn Engineering Company has provided a quote for tote 2300 cationic polymer in the amount of \$1,359.51 per 55 gallons, and

WHEREAS, Elhorn Engineering Company is the sole supplier of this type of cationic polymer, and

WHEREAS, it is recommended the City Council accept the quote from Elhorn Engineering Company for the purchase of tote 2300 cationic polymer, and

WHEREAS, funds for cationic polymer are budgeted in the Drinking Water Plant operating supplies account number 591-591-55300-740000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby accept the attached quote from Elhorn Engineering Company for tote 2300 cationic polymer, and

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

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

Motion carried: _____ Yeas, _____ Nays

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

Attachments: Memorandum
Quote

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

S:\Purchasing\Resolutions\FY 11-12 Resolutions\Cationic Polymer for the WTP 2011.doc

MEMORANDUM

TO: Kimberly Oostindie, Human Resources Supervisor
FROM: Michael Averill, Operations Supervisor, WTP
DATE: October 11, 2011
REF: Chemical Bid Acceptance

Quote was received October 3, 2011 for the time period of October 1, 2011 through June 30, 2012 for Cationic polymer at the Water Treatment Plant. This product came to our attention after the 2011 chemical bids were approved and has proven to be beneficial for dewatering of our drinking water sludge.

We recommend bid be awarded to the following bidder:

- Elhorn Engineering Company for Sludge Dewatering Polymer \$1,235.76 / 55 gallons

Cationic polymer is used to facilitate the dewatering of our drinking water liquid sludge through the use of centrifuges. We have been testing this product over the last two months and have found the polymer to be effective and efficient in the dewatering of our sludge. We budget for 12 tons at \$28,260.00.

The above product conforms to NSF/ANSI 60 specifications for drinking water additives. Funds are budgeted in account 591-553.00-740.000 for this purchase.

Cc: Bill Dooley, Director of Public Works
Jerry Caron, Superintendent
Laura Jackson

Averill, Mike

From: Elhorn Company [elhorneng@aol.com]
Sent: Monday, October 03, 2011 2:52 PM
To: Averill, Mike; mike@michonline.net

October 3, 2011,

City of Wyoming
16700 New Holland
Holland, MI. 49424

Mike,

Thank you for your courtesies extended during our recent meeting. As discussed, the following is pricing for 10-1-11 to 6-30-12

| | |
|--------------|------------------|
| Product | 55-gallon (450#) |
| Tote (2300#) | |
| PHI-66121 | \$1400.76 |
| \$7097.00 | |
| PHI-68031 | same |
| same | |

****Note:** We have eliminated any freight charges which is approximately \$165.00 per (4) 55-gallon drums. This will result in a 3%+/- savings for you.

Please let us know if we can assist you further. Thank you for your consideration.

Sincerely,

Mike Enlow

Elhorn Engineering Co.
889 Eden Road
Mason, MI 48854
517-676-3786 phone
517-676-3788 fax

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
ENTERPRISE SOFTWARE LICENSES

WHEREAS, the City's Director of Information Technology has detailed in the attached memorandum the justification for enterprise software licenses utilizing the State of Michigan Purchasing Program (MiDEAL), and

WHEREAS, it has been determined it would be advantageous for the City to utilize the MiDEAL contract for the acquisition of the enterprise software licenses, and

WHEREAS, the enterprise software licenses will be purchased on an as needed basis and funds are budgeted in the various departmental accounts with the appropriate account being charged at the time of acquisition, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of enterprise software licenses at the MiDEAL contract prices and authorizes the City Manager to authorize the purchase of additional enterprise software licenses through the MiDEAL program in accordance with budget approval, and

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

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

Motion carried: _____ Yeas, _____ Nays.

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

Attachment: Memorandum

Heidi Isakson
Wyoming City Clerk

Resolution No. _____



Information Technology Department

Telephone (616) 261-3524

1155 – 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905

Web: www.ci.wyoming.mi.us



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).

RESOLUTION NO. _____
RESOLUTION FOR AWARD OF BIDS

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

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

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

| <u>ITEM</u> | <u>RECOMMENDED BIDDER</u> | <u>COST</u> |
|---------------------------------|---------------------------------------|--|
| 1. Computer Hardware & Software | Secant Technologies | Bid prices as shown on the attached tabulation sheet |
| 2. Two Progressive Cavity Pumps | Moyno, Inc. | \$36,450.54 |
| 3. Cab and Chassis | Borgman Ford & Cannon Truck Equipment | Bid prices as shown on the attached memorandum |

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

Motioned carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 17th day of October, 2011.

Attachments: Memorandums
Tabulation Sheets

Heidi A. Isakson
Wyoming City Clerk

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.

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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.

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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:

Fall 2011 - IT Bid Tabulation for Computer Hardware and Software

| 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 | SUNFXXU7 | 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 |

City of Wyoming
Fall 2011 - Information Technology
Bid Tabulation for Computer Hardware and Software

10/12/2011
11:03 AM

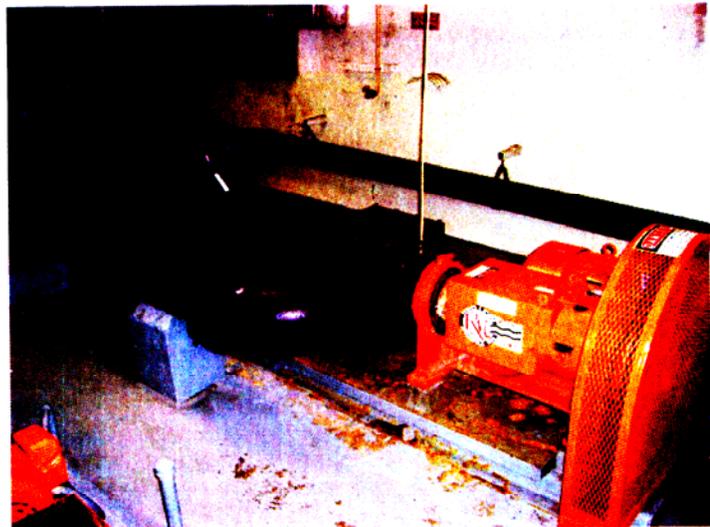
| Quantity | Mfg. Part Number | Hardware / Software Item Description | Secant Technologies | | Zones Inc. | | Items to be Purchased |
|-------------------------------|----------------------|---|---------------------|--------------------|------------|--------------------|-----------------------|
| | | | 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 3 Years | 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 | SUNFXXU7 | 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 |

Memorandum

To: Kim Oostindie, Human Resources Supervisor
From: Tom Wilson, Clean Water Plant Maint. Supervisor
Date: October 5, 2011
Re: Resolution to Purchase Two Progressive Cavity Pumps

At the Clean Water Plant, there are two progressive cavity pumps that were installed during a 1974 construction project. Both of these pumps are typically used on a daily basis to transfer sludge from the holding tanks located at the front of the plant to the storage tanks at the rear of the plant. However, at this time, one of these pumps is not functioning properly because of worn out parts. Both of these pumps are designed to pump over 600 gpm at 45 psi. Due to the age and obsolescence of these pumps, many repair parts are no longer stock items and must be obtained on a special order basis from the pump manufacturer. Presently, the cost of these parts often exceeds the cost of a newly manufactured pump. Because of the important function that these pumps serve in the plant's operation, it is imperative to bring both of these pumps up to today's technology.

The plant currently has 18 progressive cavity pumps of various sizes. All of them are manufactured by Moyno (Robbins and Meyers). In the past, we have sole sourced either replacement parts or the purchase of a new pump with Moyno. However, in an effort to secure competitive bids from two other progressive cavity pump suppliers, and to obtain the best price available for a product that



will work in our application, specifications were written so that all three suppliers could bid on these two new pumps. On September 13, 2011, three bids were received in answer to our invitation to bid on two replacement progressive cavity sludge pumps. The bids are as follows:

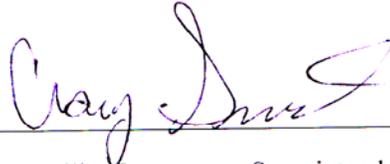
| | |
|--------------------------------|-------------|
| Kerr Pump and Supply (Netzsch) | \$35,748.00 |
| Hamlett Environmental (Seepex) | \$36,400.00 |
| Moyno, Inc. | \$36,450.54 |

Upon reviewing the bid documents for two progressive cavity pumps submitted by Kerr Pump and Supply, I found that it did not meet the specifications that were provided. The key issue was that the inlet pipe to the pump's suction cavity was blocked by the drive motor. The manufacturer stated they could modify the suction port of the pump to match the suction pipe, however, that modification would make this a special order and not a standard pump, and therefore unacceptable.

Upon review of the bid documents from Hamlett Environmental, it also was found to be unacceptable. The pump bid submitted by Hamlett has a direct coupled pump and not a belt driven pump. With a direct coupled pump motor design, the total weight of the pump rotating assembly and shaft is squarely on the motor bearings, thereby possibly shortening the life of the pump and/or motor, hence causing more frequent repairs and increasing the plant's O&M costs.

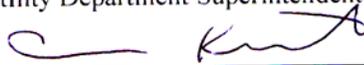
Upon review of the bid documents received from Moyno, Inc., they were found to meet the necessary bid specifications and I am therefore recommending that the City Council approve the bid, as submitted, by Moyno, Inc., for \$36,450.54. Adequate funds exist in the Clean Water Plant Capital account #590-590-54400-980.800

Reviewed and Approved by: _____



Craig Smith, Utility Department Superintendent

Reviewed and Approved by: _____



Thomas Kent, Deputy Director of Public Works

MEMORANDUM

DATE: October 11, 2011

TO: Mayor and City Council

FROM: William D. Dooley, Director of Public Works

SUBJECT: Recommendation for the Award of Bid for the Public Works Water Truck

On Tuesday September 13, 2011 the City received nine (9) bid responses for a Water Truck. Eight of the bidders met the bid specifications and one bidder withdrew their bid after the bid opening. Sixty-one invitations to bid were sent to prospective bidders. .

The Water Truck is used for the repair of water mains and sewer lines. The Water Truck is replacing a Grumman Van that has been in service since 2001.

The bids were submitted as follows:

| Cab & Chassis | | |
|----------------------------|---------------------------|--------------|
| Bidder | Make & Model | Bid |
| Borgman Ford | Ford F650 Pro Loader 2011 | \$ 57,528.10 |
| Western Mich International | International 4300 2012 | \$ 63,453.42 |
| Jorgenson Ford - Knaphede | Ford F650 Pro Loader 2011 | \$ 59,300.00 |
| Jorgenson Ford - Reading | Ford F650 Pro Loader 2011 | \$ 59,300.00 |
| Freightliner GR | Freightliner M2-106 2012 | \$ 74,907.00 |
| Fox Ford | Bid Withdrawn | |
| Service Body | | |
| Bidder | Make & Model | Bid |
| Cannon | Reading HDR132ADW | \$ 40,378.00 |
| Jorgenson Ford - Knaphede | D2011 Kanphede 6132d54J | \$ 45,602.00 |
| Jorgenson Ford - Reading | Reading HDR132ADW | \$ 40,378.00 |
| Knaphede | D2011 Kanphede 6132d54J | \$ 45,602.00 |
| Hoekstra | Reading HDR132ADW | \$ 41,937.00 |

Upon reviewing the bids, it is recommended the bid be awarded to the lowest bidder of the cab and chassis and to the lowest bidder of the service body. The lowest bidder of the cab and chassis is Borgman Ford in the amount of \$57,528.10. The lowest bidder of the service body is Cannon Truck Equipment in the amount of \$40,378.00. Sufficient funds are available in the Motor Pool Capital Outlay Account 662-441-58500-985.000.

10/17/2011

WSZ

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PAYMENT FOR THE
EMERGENCY REPAIR OF A STREET SWEEPER

WHEREAS, in August 2011, street sweeper #622 had a serious failure, and

WHEREAS, the need for the street sweeper #622 required an immediate repair, and

WHEREAS, Bell Equipment Company is the only authorized dealer and repair center in Michigan, and

WHEREAS, the Bell Equipment Company has completed the repairs for \$11,343.75, 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 the payment for the emergency repair to the Bell Equipment Company in the amount of \$11,343.75.

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 17th day of October, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: October 4, 2011
TO: Mayor and City Council
FROM: W. Scott Zastrow, Assistant Director of Public Works
SUBJECT: Street Sweeping, Sweeper Repair

In mid August, the Motor Pool division determined the impeller within the vacuum system in street sweeper, #622, had a serious failure. The street sweeper is a vital piece of equipment during the spring to fall seasons. The sweeper was sent to the Bell Equipment Company for evaluation on August 15, 2011. The Bell Equipment Company is the only Michigan representative for Elgin street sweepers.

After submitting an estimate for the repair, the Bell Equipment Company completed the repairs to the sweeper for \$11,343.75. Sufficient funds are available in the Motor Pool, Equipment Operations account, 661-441-58200-930000. It is recommended that City Council approve payment for the emergency repair made by the Bell Equipment Company in the amount of \$11,343.75.

ORDINANCE NO. 13-11

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. 13-11

ORDINANCE NO. 14-11

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