

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, DECEMBER 19, 2011 7:00 P.M.

- 1) Call to Order**
- 2) Invocation - Pastor Jason Rose, Resurrection Life Church**
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the City Council Work Session of December 12, 2011
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To consider approval of an application for an Industrial Facilities Exemption Certificate for Fisk Precision Technologies, LLC
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

(All items under this section are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda upon request of any Council member and will be considered separately.)

 - a) Of Appreciation to Jeff Baker for his service as a member of the Downtown Development Authority Board of Directors
 - b) Of Appreciation to Danna Mathiesen for her service as a member of the Greater Wyoming Community Resource Alliance
 - c) To Appoint Alex Smart as a member of the Parks and Recreation Commission
 - d) To Reappoint Donald Cummings as a member of the Economic Development Corporation and Brownfield Redevelopment Authority
 - e) To Reappoint Members to Boards, Commissions or Committees
 - f) To Appoint Representatives to the West Michigan Regional Planning Commission
 - g) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Mark-Maker Company, Inc. (7:01 p.m. January 3, 2012)
- 15) Resolutions**
 - h) To Approve the Application of Fisk Precision Technologies, LLC for an Industrial Facilities Exemption Certificate in the City of Wyoming and Authorize the Mayor and

City Clerk to Sign the IFT Agreement

- i) To Approve an Application from Gordon Food Service, Inc. 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 Development Agreement
- j) To Endorse Key Elements of a Pharmaceutical Collection Program: A Vision for the Great Lakes Region
- k) To Elect to Comply with Section 4 of Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act
- l) To Amend the Ward Boundaries of the City of Wyoming
- m) To Establish Election Precincts and Polling Places for the City of Wyoming

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

- n) To Authorize the City Manager to Execute Employment Agreements with the Director of Human Resources, Assistant to the City Manager and Administrative Assistant (City Manager)
- o) To Authorize Payment to the Michigan Department of Environmental Quality for the 2011 Annual NPDES Permit Fee
- p) To Authorize the Mayor and City Clerk to Sign a Contract for Kent County Senior Millage Services and Authorize the Associated Budget Amendment to Provide Senior Citizen Therapeutic Recreation Service (Budget Amendment No. 26)
- q) To Authorize Acceptance of Quotations From the L3 Mobile Vision Company and Tele-Rad for the Replacement of In-Car Video Cameras (Budget Amendment No. 27)
- r) To Extend the Bid for Electrical Supplies
- s) To Award the Bid for Median and Miscellaneous Mowing for 2012, 2013 and 2014

17) Ordinances

2-12: To Add a Definition to Section 90-18 Definitions "R", and to amend Section 90-67 and 90-507(10) of the Code of the City of Wyoming (Residential Facilities to House Persons on Parole or Probation) (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO JEFF BAKER FOR HIS SERVICE
AS A MEMBER OF THE DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE CITY OF WYOMING

WHEREAS:

1. Jeff Baker has served faithfully and effectively as a member of the Downtown Development Authority since February 4, 2008.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Jeff Baker for his dedicated service as a member of the Downtown Development Authority.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO DANNA MATHIESEN FOR HER SERVICE
AS A MEMBER OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. Danna Mathiesen has served faithfully and effectively as a member of the Greater Wyoming Community Resource Alliance since January 5, 2009.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Danna Mathiesen for her dedicated service as a member of the Greater Wyoming Community Resource Alliance.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPOINT ALEX SMART AS A MEMBER OF
THE PARKS AND RECREATION COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Alex Smart has submitted an application requesting appointment to the Parks and Recreation Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2014 on the Parks and Recreation Commission.
3. It is the desire of the City Council that Alex Smart be appointed to fill that unexpired term on the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Alex Smart as a member of the Parks and Recreation Commission of the City of Wyoming for the unexpired term ending June 30, 2014.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF
DONALD CUMMINGS AS A MEMBER OF THE BOARD OF DIRECTORS
OF THE ECONOMIC DEVELOPMENT CORPORATION AND THE BROWNFIELD
REDEVELOPMENT AUTHORITY FOR THE CITY OF WYOMING

WHEREAS:

1. Donald Cummings was appointed to the Board of Directors of the Economic Development Corporation and the Brownfield Redevelopment Authority for the City of Wyoming, Michigan on November 1, 2010.
2. The term of office for Donald Cummings will expire on February 13, 2012.
3. Mayor Jack Poll has recommended the reappointment of Donald Cummings as a member of the Board of Directors of the Economic Development Corporation and the Brownfield Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming, Michigan does hereby confirm the reappointment of Donald Cummings as a member of the Board of Directors of the Economic Development Corporation and the Brownfield Redevelopment Authority for the City of Wyoming, Michigan for the regular term ending February 13, 2018.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO BOARDS, COMMISSIONS AND
COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. Term of office for some members of various Boards, Commissions and Committees expires on December 31, 2011 and in January, 2012.
2. It is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby reappoint the following named persons to serve on certain Boards, Commissions and Committees for the City of Wyoming for the terms so stated.

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Board of Canvassers</u> Bruce Robey	12/31/2015
<u>Board of Review</u> David Deverman	01/31/2015
<u>Greater Wyoming Community Resource Alliance</u> Jack Sluiter	01/01/2015

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
 No

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:

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT REPRESENTATIVES TO THE
WEST MICHIGAN REGIONAL PLANNING COMMISSION

WHEREAS:

1. The By-Laws and Rules of Procedure for the West Michigan Regional Planning Commission entitle the City of Wyoming to three (3) representatives and one (1) alternate representative to serve on the West Michigan Regional Planning Commission Board.

NOW, THEREFORE, BE IT RESOLVED:

1. That Councilmember Sam Bolt, Principal Planner Tim Cochran and citizen representative Lillian VanderVeen be appointed as the City's representatives for 2012, and that Councilmember Joanne Voorhees be named as alternate.
2. That the City Clerk be directed to send a copy of this resolution to the West Michigan Regional Planning Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE IN THE CITY OF WYOMING FOR MARK-MAKER COMPANY, INC.

WHEREAS:

1. The City established Industrial Development District Number 211 and 170, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 18172 on July 21, 1997 and Resolution Number 16208 on April 19, 1993, respectively.
2. Mark-Maker Company, Inc. has filed applications for Industrial Facilities Exemption Certificates under Act 198 with respect to new facilities to be acquired and installed within Industrial Development District 211, with an estimated cost of \$364,300.00 for personal property to be located at 3920 Buchanan SW, and within Industrial Development District 170, with an estimated cost of \$666,036.00 for personal property to be located at 4157 Stafford SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Mark-Maker Company, Inc., for Industrial Facilities Exemption Certificates shall be held at 7:01 p.m. on January 3, 2012, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Staff Memo

Resolution No. _____

MEMORANDUM

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

From: Barbara VanDuren, Deputy City Manager

Date: December 14, 2011

Subject: Mark-Maker Company, Inc.

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

Address of project: 3920 Buchanan SW and 4157 Stafford SW
Wyoming, MI 49548

Personal Property: \$1,030,336.00
Real Property: \$ 0.00

Estimated Jobs: 5 new jobs
43 jobs retained

Starting date of the project: December 2011

Mark-Maker Company, Inc. has been operating in the City of Wyoming for 42 years and is a supplier of flexographic printing plates and steel rule cutting dies to the web and sheet-fed packaging industry. Mark-Maker Company supplies these industries with various products, including die cutting, mounting and plate making, in addition to the services provided by their art and CAD departments. This planned expansion will allow the company to maintain current employment levels and add 5 new employees between both locations.

Staff is recommending a twelve year IFT be granted to Mark-Maker Company based on the City of Wyoming's Economic Development Policy. The calculation of the years of the IFT is summarized as follows:

Scoring Factors	Points
Firm Commitment	13.291
Quantity of Jobs	2.500
Retention of Jobs	10.750
Quality of Jobs	2.061
Citizenship	10.010
Diversification	0.000
Business Life	10.500
Redevelopment	0.000
Total points	<u>49.110</u>

The estimated first year tax savings for Mark-Maker Company, which is located in the Godwin Public School District, is \$31,711.78.

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF FISK PRECISION TECHNOLOGIES, LLC 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:

1. The City established Industrial Development District Number 289, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 24060 on December 5, 2011.
2. Fisk Precision Technologies, LLC, has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 289, with an estimated cost of \$360,000.00 for personal property and \$240,000.00 for real property to be located at 3403 Lousma Drive SE.
3. Before acting on this application, the City Council held a public hearing on December 5, 2011, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:03 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 this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before October 24, 2011, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. 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.
6. 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:

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 Fisk Precision Technologies LLC, for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 289, to wit:

Address: 3403 Lousma Drive SE, Wyoming, MI 49548

Parcel No.: 41-18-18-326-034

Legal Description:

Lot 116. Kent Industrial Center #3

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall be ad remain in force for a period of twelve (12) years.
4. The Mayor and City Clerk are authorized to sign the IFT agreement with Fisk Precision Technologies, LLC.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Staff Memo
 IFT Agreement

Resolution No. _____

MEMORANDUM

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

From: Barbara VanDuren, Deputy City Manager

Date: December 13, 2011

Subject: Fisk Precision Technologies, LLC

The City has received a letter from Fisk Precision Technologies, LLC, requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application for the project, which is summarized below:

Address of project: 3403 Lousma Drive SE
Wyoming, MI 49548

Personal Property: \$ 360,000.00
Real Property: \$ 240,000.00

Estimated Jobs: 3 new jobs
9 jobs retained

Starting date of the project: November 2011

Fisk Precision Technologies, LLC has purchased the property at 3403 Lousma, which is currently vacant, and will be a new business addition to the City of Wyoming. Fisk Precision Technologies is a new start up company which will provide manufacturing of products using CNC, Waterjet, EDM and prototyping equipment. This planned expansion will allow the company to maintain current employment levels and add 3 new employees.

Staff is recommending a twelve year IFT be granted to Detail Technologies based on the City of Wyoming's Economic Development Policy. The calculation of the years of the IFT is summarized as follows:

Scoring Factors	Points
Firm Commitment	13.410
Quantity of Jobs	1.500
Retention of Jobs	2.250
Quality of Jobs	2.000
Citizenship	8.580
Diversification	0.000
Business Life	0.000
Redevelopment	30.000
Total points	<u>57.740</u>

The estimated first year tax savings for Detail Technologies, which is located in the Godwin Public School District, is \$9,233.43.

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of December 19, 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 Fisk Precision Technologies, LLC, the address of which is 3403 Lousma Drive SE, Wyoming, MI 49548 (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 December 19, 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 3403 Lousma Drive SE, 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 \$600,000.00 in improvements to its property in the City and that at least 3 new job(s) will be created and at least 9 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

FISK PRECISION TECHNOLOGIES, LLC

By: _____
Jack A. Poll, Mayor

By: _____
_____, _____

By: _____
Heidi A. Isakson, City Clerk

By: _____
_____, _____

Date signed: _____, 2011

Date signed: _____, 2011

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN APPLICATION FROM GORDON FOOD SERVICE, INC.
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 DEVELOPMENT AGREEMENT

WHEREAS:

1. Pursuant to PA 198 of 1974, as amended, after a duly noticed public hearing held on March 7, 2011, this City Council by Resolution 23810, established Industrial Development District 286.
2. Gordon Food Service, Inc., has filed an application for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed within Industrial Development District 286, with an estimated cost of \$51,600,000.00 for real property and \$7,600,000.00 for personal property.
3. Before acting on said application, the City Council held a public hearing on December 5, 2011, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 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.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before September 1, 2011, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. 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.
6. 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.
7. It has been determined that additional improvements are necessary at Gordon Food Service, Inc.'s Gezon Parkway Site and 50th Street Site.
8. A development agreement between Gordon Food Service, Inc., the City of Wyoming and the Brownfield Redevelopment Authority of the City of Wyoming has been drafted to guide the financing of and improvements to the Gezon Parkway Site and the 50th Street Site.

NOW, THEREFORE, BE IT RESOLVED:

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

12/19/2011
Manager/KV

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 Gordon Food Service, Inc., for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcels of real property situated within Industrial Development District 286, to wit:

Address: 1300 Gezon Parkway SW, Wyoming, MI 49509

Parcel No.: 41-17-35-300-030

Legal Description:

PART OF SW 1/4 COM AT S 1/4 COR TH N 1D 25M 12S W ALONG N&S 1/4 LINE 1325.60 FT TO S LINE OF NE 1/4 SW 1/4 & TO BEG OF THIS DESC - TH N 1D 25M 12S W ALONG N&S 1/4 LINE 970.46 FT TH S 61D 23M 55S W 517.49 FT TH WLY 430.22 FT ALONG A 850.0 FT RAD CURVE TO RT /LONG CHORD BEARS S 75D 53M 55S W 425.65 FT/ TH N 89D 36M 05S W 450.15 FT TO W LINE OF NE 1/4 SW 1/4 TH S 1D 26M 40S E ALONG SD W LINE 612.44 FT TO S LINE OF NE 1/4 SW 1/4 TH S 89D 35M 09S E ALONG S LINE OF NE 1/4 SW 1/4 1325.95 FT TO BEG * SEC 35 T6N R12W 21.43 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 Development agreement with Gordon Food Service, Inc. and the Brownfield Redevelopment Authority of the City of Wyoming.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried: Yes

No

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:

Heidi A. Isakson, Wyoming City Clerk

Attachments: Development Agreement

Resolution No. _____

DEVELOPMENT AGREEMENT

This Development Agreement (this “**Agreement**”) is made as of _____, 2011, among Gordon Food Service, Inc., a Michigan corporation with offices at 420 50th Street, P.O. Box 1787, Grand Rapids, MI 49501 (“**GFS**”), the City of Wyoming, a Michigan municipal corporation with offices at 1155 28th Street SW, Wyoming, MI 49509 (the “**City**”), and the Brownfield Redevelopment Authority of the City of Wyoming, a public body corporate with offices at 1155 28th Street SW, Wyoming, MI 49509 (the “**Authority**”).

RECITALS

A. GFS currently owns property at 1301 60th Street, SW, Wyoming, MI 49548 and 1300 Gezon Parkway, SW, Wyoming, MI 49548 more particularly described on the attached **Exhibit A** (which is to be verified or modified after a survey) (the “**Gezon Parkway Site**”).

B. GFS plans to construct its corporate headquarters, related buildings and associated site improvements valued at approximately \$50,000,000.00 on the Gezon Parkway Site (the “**Gezon Parkway Improvements**”) which will serve as GFS’s worldwide corporate headquarters and which will increase the tax base for the city, preserve existing jobs, provide new jobs and otherwise enhance the economic vitality of the City.

B. The Authority was created by the City pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended (“**Act 381**”), pursuant to which the Authority has prepared an amendment to its Brownfield Plan (the “**Brownfield Plan**”) that City Council approved on January 10, 2011 following a public hearing to include the 50th Street Site (defined below) and is attached as **Exhibit B**.

C. GFS leases or plans to lease property at 584 50th Street SW (Parcel #41-17-25-300-026), 460 50th Street SW (Parcel #41-17-25-300-035), 650 50th Street SW (Parcel #41-17-25-300-044) and 651 50th Street SW (Parcel #41-17-25-300-043) in the City which is described in the Brownfield Plan (the “**50th Street Site**”), which was deemed to be “functionally obsolete” by a Level 4 Assessor on May 5, 2010, as described in the Brownfield Plan, and is therefore “eligible property” under Act 381 and is therefore commonly referred to as a “brownfield.”

D. GFS plans to construct a parking lot on the 50th Street Site (the “**50th Street Improvements**”), which will increase the tax base for the City, preserve existing jobs, provide new jobs and otherwise enhance the economic vitality of the City.

E. In order to make the 50th Street Improvements on the 50th Street Site, GFS will incur costs to complete “**Eligible Activities**”, as defined by Act 381, on the 50th Street Site as more fully described in the Brownfield Plan (“**Eligible Costs**”).

F. GFS expects to create temporary construction jobs and new full-time jobs in connection with the construction of the Gezon Parkway Improvements and the 50th Street Improvements and GFS acknowledges that the City and the Authority have relied on the investment of the Gezon Parkway Improvements and the 50th Street Improvements as consideration for the benefits extended under this Agreement.

G. In accordance with Act 381 and the Brownfield Plan, the parties desire to use all the property tax revenues that are generated from “local taxes” and “taxes levied for school operating purposes”, as defined by Act 381, levied on the increase in the taxable value of the 50th Street Site (“**Tax Increment Revenues**”) to reimburse GFS for Eligible Costs it incurs in constructing the 50th Street Improvements pursuant to the terms and conditions set forth in this Agreement.

H. The parties previously entered into a Brownfield Reimbursement Agreement dated as of June 21, 2010 with respect to the 50th Street Site (the “**Existing Brownfield Agreement**”), which the parties expressly agree is superseded by this Agreement and terminated in its entirety.

I. The parties wish to enter into a joint effort to facilitate redevelopment of the Gezon Parkway Site and the 50th Street Site, in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

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

ARTICLE I GFS’S ACKNOWLEDGEMENTS, REPRESENTATIONS AND COVENANTS

GFS acknowledges that the City is relying on GFS’s construction and completion of the Gezon Parkway Improvements as a condition of the City’s obligations under this Agreement and hereby represents and covenants as follows:

- 1.1. GFS will complete construction of the Gezon Parkway Improvements no later than March 31, 2013.
- 1.2. GFS will invest not less than **\$50,000,000.00** in the Gezon Parkway Improvements.
- 1.3. As a result of the Gezon Parkway Improvements GFS will create at least 200 new full-time equivalent jobs between April 16, 2010 and December 31, 2015 (collectively, the “**Gezon Parkway Jobs**”).
- 1.4. GFS will maintain its worldwide headquarters at the Gezon Parkway Site for not less than 12 years.
- 1.5. GFS will commence construction of the 50th Street Improvements no later than September 1, 2011, and the 50th Street Improvements will be completed no later than September 30, 2014.
- 1.6. GFS will invest not less than \$250,000 in the 50th Street Improvements.

ARTICLE II CITY’S AND AUTHORITY’S ACKNOWLEDGEMENTS, REPRESENTATIONS AND COVENANTS

The City and the Authority acknowledge that GFS is relying on the City’s and the Authority’s agreements as set forth in this Agreement as a condition to its completion of the Gezon Parkway Improvements and the 50th Street Improvements and hereby represent and covenant as follows:

- 2.1. The total building permit fees charged by the City in connection with construction (not including electrical, mechanical and plumbing permits) of the Gezon Parkway Improvements will be based on \$39,868.00 in building costs and will not exceed \$280,000.00.
- 2.2. The total initial water and sanitary sewer connection fees charged by the City in connection with the Gezon Parkway Improvements will not exceed \$64,464.96 (based upon a 4 inch water service).
- 2.3. The total storm water connection fees charged by the City in connection with the Gezon Parkway Improvements will not exceed \$136,921.00
- 2.4. Subject to the availability of the funds described in paragraph 2.5, GFS is responsible for completing all geometric changes to Gezon Parkway as recommended by URS in their *Three-Storey*

Office Building Traffic Impact Study dated February 1, 2011. Said changes include the addition of a center turn lane and driveway deceleration lanes. GFS is also responsible for installing a permanent street cul-de-sac at the west end of 58th Street. These street improvements shall be constructed in accordance with plans and specifications prepared by Exxel Engineering and approved by the City.

2.5 The Michigan Department of Transportation has awarded a Transportation Economic Development Fund Category A grant to the City for the purpose of partially financing the Gezon Parkway geometric changes described in paragraph 2.4. The amount of said grant is equal to 78% of the actual and approved construction costs not-to-exceed \$349,852, and GFS shall reimburse the City for all costs and expenses for the street improvements not covered by the grant and paid by the City within 30 days of receipt of an invoice from the City for such costs and expenses.

ARTICLE III
BROWNFIELD REIMBURSEMENT FOR
50TH STREET IMPROVEMENTS

3.1. Brownfield Plan. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of the Brownfield Plan control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 controls.

3.2. Construction of 50th Street Improvements. GFS shall proceed with due care and diligence to complete the 50th Street Improvements and has completed the Eligible Activities resulting in the Eligible Costs, all in accordance with this Agreement, the Brownfield Plan, and all applicable laws, rules, regulations, permits, orders, and directives of any official or agency of competent jurisdiction. The parties agree that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund only the Eligible Costs and the Authority's administrative expenses.

3.3. Capture of Taxes. The City shall, during the term of this Agreement, collect all Tax Increment Revenues from the 50th Street Site and transmit the Tax Increment Revenues to the Authority for use only as provided in this Agreement.

3.4. Submission of Costs. For those Eligible Costs for which GFS seeks reimbursement from the Authority, GFS shall submit to the Authority such of the following as may be reasonably required by Authority representatives:

- a. a written statement detailing the costs,
- b. a written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement,
- c. copies of invoices from the consultants, contractors, engineers, attorneys or others who provided such services,
- d. copies of waivers of liens by the contractors, subcontractors and material suppliers;
- e. if, not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought;
- f. a statement from the engineer or project manager overseeing the work recommending payment; and
- g. any other information which may be required by state authorities or reasonably required by the Authority.

3.5. Payments. Payments to GFS shall be made as follows:

a. Within 45 days of its receipt of the materials identified in paragraph 3.4 above, the Authority shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. If the Authority determines all or a portion of the requested payment is for Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Costs and is accurate is processed as provided in subparagraph (b) below. If the Authority disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Costs, it shall notify GFS in writing of its determination and the reasons for its determination. GFS shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority board consents, to meet with the Authority's board to discuss and resolve any remaining dispute. In doing so, GFS shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in paragraph 3.6 below.

b. Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Authority shall pay to GFS the amounts for which submissions have been made pursuant to paragraph 3.4 of this Agreement within 30 days after the Authority receives Tax Increment Revenues from which the submission may be wholly or partially paid. If a partial payment is made by the Authority because of insufficient Tax Increment Revenues, the Authority shall make additional payments toward the remaining amount within 30 days of its receipt of additional Tax Increment Revenues until all of the amounts for which submissions have been made have been fully paid to GFS, or the repayment obligation expires, whichever occurs first. The Authority shall only be obligated to reimburse GFS to the extent of available Tax Increment Revenues that are funded with property taxes paid by the owner of the 50th Street Site and by the owner of personal property located at the 50th Street Site.

c. Except as further provided in this section, interest on the obligation of the Authority to reimburse GFS for the Eligible Costs shall accrue at the rate provided in subparagraph (e) from the date the submission for Eligible Costs has been made as provided in paragraph 3.4 of this Agreement until GFS has been fully reimbursed or the repayment obligation expires, whichever occurs first. Such interest shall not accrue during any period beginning on the date that GFS has not timely paid its property taxes and ending on the date that such taxes, including all penalties, interest and other amounts due in relation thereto, are paid in full. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest.

d. The repayment obligation under this Agreement shall expire upon the payment by the Authority to GFS of all amounts due GFS under this Agreement or on December 31, 2029, whichever occurs first.

e. The amount to be reimbursed under this Agreement with respect to the 50th Street Improvements is subject to the following:

(1) The maximum amount to be reimbursed under this Agreement with respect to the 50th Street Improvements, including contingencies, is \$127,574.00 plus interest at the rate of 5.0% per annum.

(2) In no case shall the total amount paid to GFS with respect to the 50th Street Improvements exceed the total amount of Eligible Costs (not to exceed \$127,574.00) plus accrued interest at the rate of 5.0% per annum from the date the fully completed reimbursement requests are submitted as provided in paragraph 4 above. Interest shall not be paid if the City or the Authority reasonably makes a determination based on a

reported court decision, an opinion of the Michigan attorney general, or the position of the Michigan Department of Treasury that payment of interest is prohibited by law. GFS may appeal any decision of the City or the Authority to the Kent County Circuit Court. In no case shall any particular payment to GFS exceed the total amount of Eligible Costs for which reimbursement requests have been submitted plus accrued interest at the rate provided in this Agreement from the date the fully completed reimbursement requests are submitted as provided in paragraph 3.4 above less any amounts already paid GFS for such Eligible Costs and accrued interest.

3.6. Dispute As To Eligible Costs. If there is a dispute over whether a cost submitted by GFS is an Eligible Cost, the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the City and the Authority shall together choose an independent knowledgeable professional and GFS shall choose an independent knowledgeable professional to review the Authority's decision. If and to the extent that the two knowledgeable professionals so selected agree that costs submitted are eligible, then GFS shall be reimbursed those costs in accordance with this Agreement. The fees for the professionals contemplated by this paragraph shall be reimbursed with Tax Increment Revenues.

3.7. Adjustments. If, due to an appeal of any tax assessment or reassessment or any other reason, the Authority is required to reimburse any Tax Increment Revenues, the Authority may deduct the amount of any such reimbursement from any amounts due and owing GFS or, if all amounts due GFS under this Agreement have been fully paid, the Authority may invoice GFS for the amount of such reimbursement and GFS shall pay the Authority such invoiced amount within 30 days of GFS' receipt of the invoice from the Authority. Nothing in this Agreement shall limit the right of GFS to appeal any tax assessment. Interest shall not accrue during any period for which GFS has filed a property tax appeal with the Michigan Tax Tribunal regarding the assessed value of the 50th Street Site. If any payment made by the Authority is determined by audit, the State of Michigan, or a court of appropriate jurisdiction to be improper or outside of the scope of obligations under this Agreement, GFS shall, at the request of the Authority, repay or return any monies paid by the Authority that are directly related to the improper payment, within sixty (60) days of notice, given in writing by the Authority.

3.8. Obligation to Fund Eligible Activities. GFS shall pay for the Eligible Costs with its own funds and receive reimbursement of the Eligible Costs plus accrued interest from the Authority with available Tax Increment Revenues. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs plus accrued interest under this Agreement. However, if for any reason Tax Increment Revenues generated from the Improvements do not result in sufficient revenues to satisfy such obligations, GFS agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Authority, and GFS shall assume full responsibility for any such loss or costs.

ARTICLE IV
TAX EXEMPTION UNDER ACT 198
FOR GEZON PARKWAY SITE

4.1 Act 198 Exemption. GFS filed with the City an "Application for Industrial Facilities Exemption Certificate," Michigan Department of Treasury Form 1012 (Rev. 5-07), seeking, pursuant to 1974 P.A. 198, as amended, MCL 207.551 *et seq.*, an exemption of all real property taxes that would otherwise be levied against the Gezon Parkway Site (the "**Act 198 Exemption**") that the City Council approved at its meeting of _____, 2011.

4.2 Annual Certification and Record Keeping. No later than February 20 following each year that the Act 198 Exemption is in effect, GFS will file an annual letter certifying as of the previous December 31 the number of full-time equivalent jobs at the Gezon Parkway Site and an indication of the annual pay range (without revealing confidential information). The first letter will be due on February 20, 201_, 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.

4.3 Term and Termination.

a. Except as otherwise provided in this paragraph 4.3, the provisions of this Agreement related to the Act 198 Exemption shall terminate on the last day the Act 198 Exemption expires.

b. The City Council may revoke the Act 198 Exemption if it determines that the Gezon Parkway Improvements have not been completed within two (2) years from the date the construction commenced unless extended as permitted by law, or if GFS has failed to create the Gezon Parkway Jobs within two (2) years from the date construction was completed.

c. If, during the period of time that the Act 198 Exemption is in effect, GFS (i) moves more than 10% of its machinery or equipment located at the Gezon Parkway Site outside the City, except as it may be reasonably replaced or upgraded, or (ii) moves its worldwide headquarters from the Gezon Parkway Site, or, if GFS fails to create the Gezon Parkway Jobs, then the City Council may require GFS to pay to the City the total amount of the taxes that would have been paid if the Act 198 Exemption had not been granted, which amount will be distributed to all taxing units on a pro rata basis looking at their respective tax levies in the year said payment is made.

d. If the City Council wishes to consider a resolution seeking the revocation of the Act 198 Exemption, the City shall provide GFS written notice of and an opportunity to address the City Council prior to formally considering any such action.

ARTICLE V
MISCELLANEOUS

5.1. Designated Representatives. The City and the Authority agree that the City Manager and Deputy City Manager of the City are their designated representatives for purposes of communications under this Agreement. GFS designates Randy Plekker as its designated representative for purposes of communications under this Agreement.

5.2. Governmental Discretion. Nothing in this Agreement shall in any way limit the exercise of discretion by the City's zoning or building officials, City engineer, City review team members, City Planning Commission, City Zoning Board of Appeals, City Council, other City officials or the Authority Board. All those officials and bodies are to exercise such discretion in the best interests of the City as provided under applicable laws, rules, regulations, City Charter or ordinance provisions, or City policies with respect to giving any approvals that may be required under this Agreement. In their review of any such requests for approvals they shall all act with the care required of them as they perform their duties under those laws, rules, regulations, City Charter or ordinance provisions, or City policies.

5.3. Remedies.

a. Remedies may be exercised together or separately and the exercise of one or more remedies shall not preclude the subsequent exercise of other remedies.

b. The parties agree that some legal remedies may be inadequate and that equitable remedies are more appropriate. The parties agree that any breach of this Agreement causes irreparable harm to non-breaching parties.

c. To the extent permitted by law, the parties agree that 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.

d. To the extent permitted by law, the parties agree that in any action brought pursuant to, arising from or to enforce any provision of this Agreement the prevailing party 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. The parties may, by written agreement with the Mayor and the City Manager acting on behalf of the City and the Authority, agree to a one-time extension of a deadline of up to 60 days. Otherwise, after approval by the City Council and the Authority Board, any deadline in this Agreement may be extended to whatever date is then agreed upon by GFS.

5.4. Entire Agreement. This is the entire agreement among the parties or any of them with respect to its subject matter. It supersedes and replaces any prior or contemporaneous agreements whether written or verbal, express or implied, including, without limitation, the Existing Brownfield Agreement, which is hereby terminated. This Agreement may not be amended except by a writing signed by all the parties after approval by their respective governing bodies.

5.5. Interpretation; Counterparts. All parties had input into the drafting of this Agreement and all had the advice of legal counsel before entering into this Agreement. Therefore, this Agreement shall be construed as if mutually drafted. The captions are only for reference and shall not affect the interpretation of this Agreement. However, the recitals are an integral part of this Agreement. Several copies of this Agreement may be signed, but they shall all constitute only one agreement. A copy of this Agreement may be used as an original in any action or proceeding involving this Agreement. Whenever an officer is mentioned by title in this Agreement, it shall be construed as meaning that officer or his/her designee or, if the office is abolished or duties transferred to another officer, to the officer to whom such duties are assigned.

5.6. Notices. Notices shall be complete when delivered by personal delivery, by courier or delivery service (such as UPS, FedEx or other service) with all charges prepaid or by certified mail, return receipt requested, postage prepaid to the parties' respective designated representatives at the addresses first written above or such other address as a party may specify by providing notice thereof in accordance with this paragraph. If any party refuses to accept delivery when presented, delivery shall be deemed to have occurred at the time of such refusal.

5.7. Assignment and Benefit. No party may assign this Agreement or any rights, duties or obligations under this Agreement without the express, prior written authorization of all the other parties following action by their respective governing bodies. Such authorization shall not be unreasonably withheld, delayed or conditioned. This Agreement shall be binding on the parties and their permitted successors and assigns. However, no other parties are intended to benefit from or be beneficiaries of this Agreement.

5.8. Further Documents. Should further documentation reasonably be needed to effectuate the provisions and intent of this Agreement, each party agrees to execute and deliver such further documents as are reasonably needed without undue delay or conditions.

[signature page attached]

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

CITY OF WYOMING

GORDON FOOD SERVICE, INC.

By: _____
Jack Poll, Mayor

By: _____
_____, Chief Financial Officer

By: _____
Heidi Isakson, Clerk

**BROWNFIELD REDEVELOPMENT
AUTHORITY OF THE CITY OF WYOMING**

By: _____
Edward DiEnno, Chair

By: _____
Barbara VanDuren, Secretary

EXHIBIT A

GEZON PARKWAY SITE LEGAL DESCRIPTION

[to be provided]

EXHIBIT B
BROWNFIELD PLAN

[to be provided]

RESOLUTION NO. _____

RESOLUTION TO ENDORSE KEY ELEMENTS OF A PHARMACEUTICAL COLLECTION PROGRAM: A VISION FOR THE GREAT LAKES REGION

WHEREAS:

1. This document was developed by a group of state and local governments and environmental and public health organizations throughout the region.
2. It calls for the creation of a permanent, convenient and secure collection program for unused and unwanted pharmaceuticals.
3. A permanent and sustainably financed program is necessary to protect the health of our families from prescription drug abuse and to protect our waterways from pharmaceutical pollution.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby endorse the Key Elements of Pharmaceutical Collection and Disposal Programs: A Vision for the Great Lakes Region.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

ATTACHMENT:

Heidi A. Isakson, Wyoming City Clerk

Staff Report

Key Elements of a Pharmaceutical Collection and Disposal Programs

Resolution No. _____

Staff Report

Date: December 6, 2011
Subject: Pharmaceutical Collection Program Endorsement
From: David Oostindie, Environmental Services Supervisor
Meeting Date: December 19, 2012 City Council Meeting

Recommendation:

It is recommended that the City Council endorse the Key Elements of Pharmaceutical Collection and Disposal Programs: A Vision for the Great Lakes Region.

Sustainability Criteria:

Environmental Quality – Endorsing the elements of this regional project will help ensure that Wyoming continues to work towards providing safe drinking water to all of its customers.

Social Equity – All rate payers will share in the benefit of a safe and secure disposal program that will reduce the amounts of pharmaceuticals that needs to be removed from our waste streams while also realizing the benefit of removing it from people's homes where illegal diversion and accidental overdoses are increasing at alarming rates in our schools and across the Country.

Economic Strength – Providing disposal opportunities like this will allow Wyoming to reduce the need for future treatment options that will be necessary to remove these types of compounds.

Discussion:

While the rest of the Country waits for the DEA to finalize the Safe and Secure Drug Disposal Act of 2010, Michigan and other great lakes state representatives like me have been working on this plan with the hopes of impacting the final rules. The intent is to show how a model program can be successfully organized and the positive impact that will come of it, both socially and environmentally.

WyMeds, our pilot program, now called "West Michigan Take Back Meds" has collected and properly disposed of over 12,000 lbs of pharmaceuticals since we started in December of 2009. A partnership with the Kent County DPW quickly expanded it to the entire County and by the end of the first year it was in all of Ottawa County and parts of

Allegan and Muskegon Counties. Neighboring municipalities have seen the benefits and know that future discharge permit limitations are not too far off for our industry.

Budget Impact:

A negligible impact to the Utility budget is noticed for the cost of disposal at the Kent County Waste to Energy facility. We combine the collected pharmaceuticals with other Police evidence that would normally cost \$71.00/ton for destruction; the Police typically bring 200-300 lbs at a time, so we are able to add another 1,700 - 1,800 lbs at no additional cost to the City. Additional disposal is needed when storage of the materials is at capacity.

Another negligible impact is the labor time in making the pick-ups when necessary at local Pharmacies. As I explained when we first began our pilot program, the Environmental Service staff is on the road, in our service area a good portion of each day so to make an additional stop at a Pharmacy is a minor addition to our work load that can very easily be added to their route when necessary.



Key Elements of Pharmaceutical Collection and Disposal Programs: A Vision for the Great Lakes Region

Significant progress has been made to establish safe and secure medicine collection and disposal programs in the Great Lakes Region. These programs include collections through retail pharmacies, clinics, law enforcement agencies, and municipal facilities, as well as through mail-back programs. Due primarily to funding constraints, programs are unable to fully meet the needs of residents throughout the region. The following key elements of a model program were developed by local and state agencies, organizations, and other stakeholders, with the goal to expand effective pharmaceutical collection and disposal programs throughout the region.

- **Programs should protect public health and the environment** by maximizing prompt collection and proper disposal of unused pharmaceuticals, including controlled substances. To this end, programs should be:
 - **On-going.** Residents should have year-round access to safe disposal opportunities for pharmaceutical drugs, reducing the need for home storage.
 - **Convenient throughout the Great Lakes region.** Programs should be available to all residents throughout the Great Lakes region. Eventually, there should be ongoing collection sites in every county, and every town or city of a population of 5,000 or greater. Mail-in services can help to fill gaps.
 - **Set up to collect all types of pharmaceutical drugs.** To the extent feasible under state and federal regulations, programs should accept all types of pharmaceuticals from households.
 - **Secure.** All programs must be operated in a secure manner, and in compliance with all state and federal regulations. Security is critical to minimizing the risk of illegal diversion.
 - **Free at the point of delivery for disposal.** There should be no charge to the public when they deliver unwanted pharmaceutical drugs via a collection location or mail-in service.
 - **Widely promoted.** A high level of public awareness must be created about the importance of safely storing and promptly disposing unused medications through the program. Public education should be a shared responsibility of all key stakeholders including those who prescribe, dispense, and manufacture pharmaceuticals.
- **Programs should minimize the impact on the environment** by ensuring that collected medicines are destroyed in compliance with federal, state, and local regulations. When possible, all material collected should be destroyed through high temperature incineration, or with the best available technology, to minimize the risk of environmental contamination. To the extent possible, transportation of wastes should be minimized.
- **Programs should be sustainably and adequately funded** to ensure continued service and widespread public outreach. Those who benefit from the manufacture, sale, and use of pharmaceutical drugs have the greatest responsibility for ensuring program success. Pharmaceutical companies should fund the expansion of existing programs and/or the development of new ones. Other stakeholders, including state and local governments, pharmacies, and prescribers should partner with pharmaceutical companies to educate the public, provide collection services, and/or implement other activities consistent with their capabilities and mission.
- **Programs should also identify and address the underlying drivers that contribute to pharmaceutical waste.** Reducing the quantity of drugs that become waste not only reduces environmental and public health risks, it also has the potential to improve medical care and reduce medical costs for individuals and taxpayers through Medicare and Medicaid programs. It may also reduce costs for manufacturers, distributors and retail establishments.

RESOLUTION NO. _____

RESOLUTION FOR ELECTION TO COMPLY WITH
SECTION 4 OF PUBLIC ACT 152 OF 2011

WHEREAS:

1. Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans.
2. Section 4 of the Act provides that by a majority vote of its governing body, a public employer may elect to comply with the Act by not paying more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees and elected public officials, instead of complying with the specified dollar amount "hard caps" under Section 3 of the Act.
3. The Act provides that its requirements do not apply to collective bargaining agreements or other contracts that are currently in effect, until the contracts expire.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby elect to comply with Section 4 of Public Act 152 of 2011 instead of Section 3, and will ensure such compliance as collective bargaining agreements and other contracts expire.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

ATTACHMENT:
Public Act 152

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Act No. 152
Public Acts of 2011
Approved by the Governor
September 24, 2011
Filed with the Secretary of State
September 27, 2011
EFFECTIVE DATE: September 27, 2011

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2011**

Introduced by Senator Jansen

ENROLLED SENATE BILL No. 7

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer.

(f) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

Sec. 3. Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees with single person coverage, \$11,000.00 times the number of employees with individual and spouse coverage, plus \$15,000.00 times the number of employees with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011, the state treasurer shall adjust the maximum payment permitted under this section for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics.

Sec. 4. (1) By a majority vote of its governing body, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles, other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. Each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for a group of employees of a public employer on the effective date of this act, the requirements of section 3 or 4 do not apply to that group of employees until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 15, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

Sec. 8. (1) By a 2/3 vote of its governing body each year, a local unit of government may exempt itself from the requirements of this act for the next succeeding year.

(2) A 2/3 vote of the governing body of the local unit of government is required to extend an exemption under this section to a new year.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

This act is ordered to take immediate effect.

Carol Morey Viventi

Secretary of the Senate

Jay E. Randall

Clerk of the House of Representatives

Approved

.....
Governor

RESOLUTION NO. _____

RESOLUTION TO AMEND THE WARD
BOUNDARIES OF THE CITY OF WYOMING,
KENT COUNTY, MICHIGAN

WHEREAS:

1. State law requires municipalities, following the release of decennial census data, to adjust ward boundaries to distribute, as evenly as possible, the population among the three wards, while creating wards that are contiguous and compact.
2. The 2010 Census block group and tract data is available to enable such a redistribution to be made.
3. The City Clerk, while considering the boundaries of other legislative districts, has proposed new ward boundaries as depicted on the map attached hereto and described in the attachment.

NOW, THEREFORE, BE IT RESOLVED:

1. The proposed Ward boundaries are approved as described in the attachment.
2. The City Clerk shall notify the Secretary of State of the State of Michigan, the Kent County Clerk, and, in accordance with state law, all affected voters of the new Ward boundaries.
3. The Ward boundaries as approved shall be effective in the City after March 1, 2012.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Ward Descriptions

Resolution No. _____

WARD BOUNDARY DESCRIPTIONS

March 1, 2012

Ward 1: Beginning at the intersection of Burlingame Avenue and the south City boundary; then north along Burlingame Avenue to the intersection of 36th Street; then east along 36th Street to the intersection with Clyde Park Avenue; then north along Clyde Park Avenue to the intersection of Alger Street (City boundary), then east along Alger Street to the eastern City boundary ; then along the eastern boundary to the south City boundary; then westerly along the south City boundary to the point of beginning.

Ward 2: Beginning at the intersection of Prairie Street with the west City boundary; then north along the west City boundary to the north City boundary with the City of Grand Rapids; then east along the north City boundary to Clyde Park Avenue; then south along Clyde Park Avenue to 36th Street; then west along 36th Street to Burlingame Avenue; then south along Burlingame Avenue to a point best described as Beech Street as extended (not including homes in the Klaver Plat); then west along this so-described Beech Street as extended to the northern boundary of Charles J. Lemery Park; then westerly along the northern boundary of Charles J. Lemery Park to the intersection of Groveland Avenue; then north along Groveland Avenue to the intersection of 36th Street; then west along 36th Street to the rear lot lines running north-south between Gladiola Avenue and Boone Avenue; then north along the rear lot lines between Gladiola Avenue and Boone Avenue to the intersection of 32nd Street as extended and West Street as extended; then north along West Street as extended to the intersection with Prairie Parkway; then westerly along Prairie Parkway to Prairie Street; then west along Prairie Street to the point of beginning.

Ward 3: Beginning at the intersection of Prairie Street with the west City boundary; then east along Prairie Street to Prairie Parkway; then east along Prairie Parkway to the intersection with West Street as extended; then south along the line of West Street as extended to the rear lot lines running north-south between Gladiola Avenue and Boone Avenue; then south along the rear lot lines as so described to the intersection of 36th Street; then east along 36th Street to the intersection of Groveland Avenue; then south along Groveland Avenue to the northern boundary of Charles J. Lemery Park; then east along the northern boundary of Charles J. Lemery Park to a point best described as Beech Street extended; then east along the so-described Beech Street as extended (including homes in the Klaver Plat) to the intersection of Burlingame Avenue; then south along Burlingame Avenue to the south City boundary; then west along the south City boundary to the west City boundary; then north along the west City boundary to the north City boundary with the City of Grandville; then along the City boundary with the City of Grandville to the point of beginning.

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: December 7, 2011

RE: Proposed Changes to Ward and Precinct Boundaries

As you know, release of the 2010 census figures resulted in state and county redistricting of Congressional, state and county legislative districts. State law and our own Charter require adjusting ward boundaries to accommodate changes in population, and lastly, precinct boundaries must be adjusted to fit with the other layers and keep them to a manageable size of registered voters.

The State of Michigan has provided instructions on how the Qualified Voter File Street Index will be modified to effect these changes, and the time-frame is about a month shorter than expected.

As a result, I will be proposing two resolutions to the City Council on December 19, 2011 to adopt changes to ward and precinct boundaries. Since the written descriptions of these boundaries can be a little complex, and maps cannot be created in REGIS until after the Council adopts the changes, I plan to hang a hand-drawn map in the Council office next week so they can more easily see the proposed changes to wards and precincts.

Notable Changes

- Wyoming is now in Congressional District 2 (previously 3)
- The “panhandle” area of the City moved from County Commission District 9 to 8
- 8 Precincts will stay the same shape, but have new numbers
- One precinct moved from Ward 2 to Ward 1, and one precinct moved from Ward 3 to Ward 2, in order to adjust total population in each ward.
- Precinct 26 will be split into Precincts 26 and 27
- A quarter of old Precinct 27 will be added to Precinct 25
- Precincts 27, 28 and 29 will be renamed 28, 29 and 30
- Total precincts will now be 30 (previously 29)
- The population of Ward 1 was too small, Ward 2 about right, Ward 3 too large. The proposed ward boundary changes result in the following populations (24,041 per ward would be an exact division):
 - Ward 1 - 23,958
 - Ward 2 - 24,059
 - Ward 3 - 24,108

Polling Location Changes

Only approximately 1,300 voters out of 47,000 will have a change to their polling location.

- Precinct 26 was split into 26 and 27, but both will continue to vote at Grand Rapids First church.
- Precinct 25 was enlarged, and the polling location moved to Bethany United Reformed church on Byron Center Avenue, shared with Precinct 24. This location is within the precinct and better for a shared location, than the previous location at Holy Trinity on Burlingame Avenue.

Notice to Voters

State law requires that voters be notified of any change in legislative districts or polling location. This is most easily accomplished by sending a new “Voter ID Card”. Bids will be requested in January for the printing and mailing of new ID cards for all registered voters, as all voters are in a new Congressional District, and more than half in a new County Commission District. The expense for this mailing ten years ago was approximately \$7,500. When proposals have been received and evaluated, a budget amendment will be required.

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH ELECTION PRECINCTS
AND POLLING PLACES FOR
THE CITY OF WYOMING, KENT COUNTY, MICHIGAN

WHEREAS:

1. State law requires municipalities to establish precincts that do not exceed 2,999 registered voters.
2. The City of Wyoming Charter authorizes the City Council to “establish, from time to time, convenient election precincts.”
3. The City Council on December 19, 2011, amended the Ward boundaries to redistribute the population more evenly among the wards.
4. The City Clerk has recommended the establishment of 30 election precincts to conform to new ward boundaries, and which alter the number of voters in some precincts to a more desirable size for efficient election administration
5. The 30 election precincts are described in the written descriptions attached to this resolution.
6. The City Clerk has recommended a polling place location for each of the 30 precincts to be established, and a list of the polling places is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The proposed 30 election precincts are hereby established and approved as described in the attachment.
2. The proposed polling location for each of the 30 precincts now established are approved as described in the attachment.
3. The City Clerk shall notify the Secretary of State of the State of Michigan, the Kent County clerk, and, in accordance with State law, all affected voters of the new precincts and polling locations established.
4. The precincts and polling places now established shall be effective in the City after March 1, 2012.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Precinct Descriptions
Polling Location List

Resolution No. _____

PRECINCT 1 STATE REP. DISTRICT 77
WARD 1 STATE SENATE DISTRICT 28
COUNTY COMMISSION DISTRICT 12 U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of 36th Street and the eastern City boundary; then west along the center line of 36th Street to US-131; then northerly along US-131 to the center line of 32nd Street; then east along the center line of 32nd Street to the center line of Division Avenue; then north along the center line of Division Avenue to the center line of Colrain Street; then following the corporate boundary line of the City of Wyoming to the point of beginning.

PRECINCT 2 STATE REP. DISTRICT 77
WARD 1 STATE SENATE DISTRICT 28
COUNTY COMMISSION DISTRICT 12 U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Eastern Avenue and 36th Street; then west along the center line of 36th Street to the center line of Division Avenue; then south along the center line of Division Avenue to the center line of Thurston Street as extended, which is a corporate boundary line of the City of Wyoming; then along the corporate boundary line to the center line of 36th Street and the point of beginning.

PRECINCT 3 STATE REP. DISTRICT 77
WARD 1 STATE SENATE DISTRICT 28
COUNTY COMMISSION DISTRICT 9 U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Division Avenue and 36th Street; then south along the center line of Division Avenue to the center line of Thurston Street; then west along the center line of Thurston St. to the Railroad Right-of-Way and the Kelloggsville Public School District Boundary; then north along the Kelloggsville Public School District Boundary to 40th Street as extended; then west along the Kelloggsville Public School District Boundary (40th Street extended) to the center line of Clyde Park Avenue; then north along the center line of Clyde Park Avenue to the center line of 32nd Street; then east along the center line of 32nd Street to the intersection of US-131, then south along US-131 to the center line of 36th Street; then east along the center line of 36th Street to the center line of Division Avenue and the point of beginning.

PRECINCT 4
WARD 1

COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28

U.S. CONGRESSIONAL DISTRICT 2

Beginning at the Intersection of 44th Street and Burlingame Avenue; then north along the center line of Burlingame Avenue to the center line of 36th Street; then east along the center line of 36th Street to the rear lot lines between Michael Avenue and Milan Avenue; then south along the rear lot lines between Michael Avenue and Milan Avenue to the center line of 44th Street; then west along the center line of 44th street to the center line of Burlingame Avenue and the point of beginning.

PRECINCT 5
WARD 1

COUNTY COMMISSION DISTRICT 9

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28

U.S. CONGRESSIONAL DISTRICT 2

Beginning at the Intersection of 44th Street and Clyde Park Avenue; then north along the center line of Clyde Park Avenue to the center line of 36th Street; then west along the center line of 36th Street to the rear lot lines between Michael Avenue and Milan Avenue; then south along the rear lot lines between Michael Avenue and Milan Avenue to the center line of 44th Street; then east along the center line of 44th Street to the center line of Clyde Park Avenue and the point of beginning.

PRECINCT 6
WARD 1

COUNTY COMMISSION DISTRICT 12

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28

U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Division Avenue and Holly Street; then west along the center line of Holly Street to the Railroad Right-of-Way; then south along the Railroad Right-of-Way to the center line of 50th Street; then west along the center line of 50th Street to the center line of Clyde Park Avenue; then north along the center line of Clyde Park Avenue to the center line of 40th Street as extended; then east along the center line of 40th Street as extended to the Railroad Right-of-Way; then south along the Railroad Right-of-Way to the center line of Thurston Street as extended; then east along Thurston Street as extended and Thurston Street to the center line of Division Avenue; then south along the center line of Division Avenue to the center line of Holly Street, and the point of beginning.

PRECINCT 7
WARD 1
COUNTY COMMISSION DISTRICT 9

STATE REP. DISTRICT 77
STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the Intersection of 44th Street and Clyde Park Avenue; then south along the center line of Clyde Park Avenue to the center line of 60th Street; then west along the center line of 60th Street to the center line of Burlingame Avenue; then north along the center line of Burlingame Avenue to the center line of 44th Street; then east along the center line of 44th Street to the center line of Clyde Park Avenue and the point of beginning.

PRECINCT 8
WARD 1
COUNTY COMMISSION DISTRICT 12

STATE REP. DISTRICT 77
STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the center line of Holly Street and Division Avenue; then west along the center line of Holly Street to the Railroad Right-of-Way; then south along the Railroad Right-of-Way to the center line of 50th Street; then west along the center line of 50th Street to the center line of Clyde Park Avenue; then south along the center line of Clyde Park Avenue to the corporate boundary line or 60th Street as extended; then east along the corporate boundary line or 60th Street as extended to the center line of Division Avenue; then north along the center line of Division Avenue to the center line of Holly Street and the point of beginning.

PRECINCT 9
WARD 1
COUNTY COMMISSION DISTRICT 12

STATE REP. DISTRICT 77
STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Clyde Park Avenue and the corporate boundary line of the City of Wyoming; then east along the corporate boundary line to the centerline of Division Avenue; then south along the center line of Division Avenue to the center line of 32nd Street; then west along the center line of 32nd Street to the center line of Clyde Park Avenue; then north along the center line of Clyde Park Avenue to the corporate boundary line and the point of beginning.

PRECINCT 10
WARD 2
COUNTY COMMISSION DISTRICT 7

STATE REP. DISTRICT 77
STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of the northern corporate boundary line of the City of Wyoming and the Godfrey-Lee School District boundary; then east along the corporate boundary line to the center line of Judd Avenue as extended; then south along the center line of Judd Avenue as extended and along the center line of Judd Avenue to the center line of Chicago Drive; then east along the center line of Chicago Drive to the center line of Cleveland Avenue; then south along the center line of Cleveland Avenue to the center line of Burton Street; then west along the center line of Burton Street and Burton Street as extended to the western boundary of the Godfrey-Lee School District; then north and east along the Godfrey-Lee School District boundary line to the corporate boundary line of the City of Wyoming; and the point of beginning.

PRECINCT 11

WARD 2
COUNTY COMMISSION DISTRICT 7

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of the corporate boundary line of the City of Wyoming and the center line of Judd Avenue; then east along the corporate boundary line of the City of Wyoming to Clyde Park Avenue as extended; then south along the corporate boundary line to Clyde Park Avenue; then south along the center line Clyde Park Avenue to the center line of Burton Street; then west along the center line of Burton Street to the center line of Cleveland Avenue; then north along the center line of Cleveland Avenue to the center line of Chicago Drive; then west along the center line of Chicago Drive to the centerline of Judd Avenue; then north along the center line of Judd Avenue to the corporate boundary line of the City of Wyoming and the point of beginning.

PRECINCT 12
WARD 2
COUNTY COMMISSION DISTRICT 7

STATE REP. DISTRICT 77
STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Burlingame Avenue and Burton Street; then east along the center line of Burton Street to the center line of Clyde Park Avenue; then south along the center line of Clyde Park Avenue to the boundary line between Godfrey-Lee Public School District and the Wyoming Public School District; then westerly along said boundary line to Alger Street, then west along the center line of Alger Street and Alger Street as extended to the center line of Burlingame Avenue; then north along the center line of Burlingame Avenue to the center line of Burton Street and the point of beginning.

PRECINCT 13

WARD 2

COUNTY COMMISSION DISTRICT 7

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28

U.S. CONGRESSIONAL DISTRICT 2

Beginning at that point where the corporate boundary line of the City of Wyoming meets the corporate boundary lines of the cities of Grand Rapids and Walker at the Grand River; then northeast and east along the corporate boundary line to the Godfrey-Lee School District boundary line; then southerly along the Godfrey-Lee School District boundary line to the center line of Burton Street as extended; then east along the Godfrey-Lee School District boundary line (Burton Street extended) to the center line of Burlingame Avenue; then south along the center line of Burlingame Avenue to the center line of Porter Street; then west along the center line of Porter Street to the corporate boundary lines of the City of Wyoming where it meets the corporate boundary lines of the City of Grandville; then northerly along the corporate lines to the point of beginning.

PRECINCT 14

WARD 2

COUNTY COMMISSION DISTRICT 7

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28

U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Porter Street and Wyoming Avenue; then east along the center line of Porter Street to the center line of Burlingame Avenue; then south along the center line of Burlingame Avenue to the center line of 28th Street; then west along the center line of 28th Street to the center line of Wyoming Avenue; then north along the center line of Wyoming Avenue to the center line of Porter Street and the point of beginning.

PRECINCT 15

WARD 2

COUNTY COMMISSION DISTRICT 12

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28

U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Burlingame Avenue and Alger Street as extended; then east along the center line of Alger Street as extended and along the center line of Alger Street the boundary line between Godfrey-Lee Public School District and Wyoming Public School District; then east, north and east along said boundary to the center line of Clyde Park Avenue; then south along the center line of Clyde Park Avenue to the center line of 28th Street; then west along the center line of 28th Street to the center line of Burlingame Avenue; then north along the center line of Burlingame Avenue to the center line of Alger Street as extended and the point of beginning.

PRECINCT 16
WARD 2
COUNTY COMMISSION DISTRICT 7

STATE REP. DISTRICT 77
STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of the corporate boundary line of the City of Wyoming and Porter Street; then east along the center line of Porter Street to the center line of Wyoming Avenue; then south along the center line of Wyoming Avenue to the center line of 28th Street; then west along 28th Street to the center line of Byron Center Avenue; then south along the center line of Byron Center Avenue to the center line of Prairie Street; then west along the center line of Prairie Street to the corporate boundary line of the City of Wyoming; then north along the corporate boundary line to the center line of Porter Street and the point of beginning.

PRECINCT 17
WARD 2
COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77
STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of 28th Street and Byron Center Avenue; then east along the center line of 28th Street to the center line of Burlingame Avenue; then south along the center line of Burlingame Avenue to the center line of Prairie Parkway; then westerly along the center line of Prairie Parkway to the center line of Byron Center Avenue; then north along the center line of Byron Center Avenue to the center line of 28th Street and the point of beginning.

PRECINCT 18
WARD 2
COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77
STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of 28th Street and Burlingame Avenue; then east along the center line of 28th Street to the center line of Michael Avenue; then south along the center line of Michael Avenue to the center line of 36th Street; then west along the center line of 36th Street to the center line of Burlingame Avenue; then north along the center line of Burlingame Avenue to the center line of 28th Street and the point of beginning.

PRECINCT 19
WARD 2
COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77
STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Michael Avenue and 28th Street; then east along the center line of 28th Street to the center line of Clyde Park Avenue; then south along the center line of Clyde Park Avenue to the center line of 36th Street; then west along the center line of 36th Street to the center line of Michael Avenue; then north along the center line of Michael Avenue to the center line of 28th Street and the point of beginning.

PRECINCT 20

WARD 2

COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28

U.S. CONGRESSIONAL DISTRICT 8

Beginning at the point where Prairie Parkway would intersect West Avenue if West Avenue were extended southward; then northeasterly along the center line of Prairie Parkway to the center line of Burlingame Avenue; then south along the center line of Burlingame Avenue to a point best described as Beech Street as extended (not including homes in the Klaver Plat); then west along this so-described Beech Street as extended to the center line of Groveland Avenue; then north along the center line of Groveland Avenue to the center line of 36th Street; then west along the center line of 36th Street to the rear lot lines between Gladiola Avenue and Boone Avenue; then north along the rear lot lines between Gladiola Avenue and Boone Avenue to the center line of 32nd Street; then north along the center line of West Avenue extended to the center line of Prairie Parkway and the point of beginning.

PRECINCT 21

WARD 3

COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28

U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Byron Center Avenue and Prairie Parkway; then east along the centerline of Prairie Parkway to the center line of West Street as extended; then south along West Street as extended to the rear lot lines between Boone Avenue and Gladiola Avenue; then south along the rear lot lines between Boone Avenue and Gladiola Avenue to the center line of 36th Street; then east along the center line of 36th Street to the center line of Groveland Avenue; then south along the center line of Groveland Avenue to the boundary of the Charles J. Lemery Park; then west along the northern boundary of the Charles J. Lemery Park to the center line of Byron Center Avenue; then north along the center line of Byron Center Avenue to the center line of Prairie Parkway and the point of beginning.

PRECINCT 22

WARD 3

COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28

U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of the corporate boundary line of the City of Wyoming and Prairie Street; then east along the center line of Prairie Street to the center line of Byron Center Avenue; then south along the center line of Byron Center Avenue to Buck Creek; then west and north along Buck Creek to the corporate boundary lines of the City of Wyoming and the City of Grandville; then north along the corporate boundary lines to the center line of Prairie Street and the point of beginning.

PRECINCT 23
WARD 3
COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77
STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the point where Buck Creek meets the corporate boundary line of the City of Wyoming and the City of Grandville; then east and south along Buck Creek to the center line of Byron Center Avenue; then east along the northern boundary of the Charles J. Lemery Park to a point best described as Beech Street as extended (including homes in the Klaver Plat); then east along this so-described Beech Street as extended to the center line of Burlingame Avenue; then south along the center line of Burlingame Avenue to the center line of 44th Street; then west along the center line of 44th Street to the corporate boundary line of the City of Wyoming; then north along the corporate boundary line to the point of beginning.

PRECINCT 24
WARD 3
COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77
STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning on 44th Street at the point where the City of Wyoming corporate boundary line meets the City of Grandville corporate boundary line; then east along the center line of 44th Street to the center line of Byron Center Avenue; then south along the center line of Byron Center Avenue to the center line of 52nd Street; then west along the center line of 52nd Street to the center line of Ivanrest Avenue; then north along the center line of Ivanrest Avenue to the corporate boundary line of the city; then east and north along the corporate boundary line to the center line of 44th Street and the point of beginning.

PRECINCT 25
WARD 3
COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77
STATE SENATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of 44th Street and Byron Center Avenue; then east along the center line of 44th Street to the Grandville Public Schools District boundary line; then southerly along the Grandville Public Schools District boundary line to the south corporate boundary line; then west along the south corporate boundary line to the center line of Byron Center Avenue; then north along the center line of Byron Center Avenue to the center line of 56th Street; then west along the center line of 56th street to the center line of the Kent Trails right-of-way; then north along the center line of the Kent Trails right-of-way to the center line of 52nd Street; then east along the centerline of 52nd Street to the center line of Byron Center Avenue; then north along the center line of Byron Center Avenue to the center line of 44th Street and the point of beginning.

PRECINCT 26

WARD 3

COUNTY COMMISSION DISTRICT 9

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28

U.S. CONGRESSIONAL DISTRICT 2

Beginning at a point where the Grandville Public Schools District boundary line meets 44th Street; then east along the center line of 44th Street to the center line of Burlingame Avenue to the centerline of Whitewood Drive; then west along the center line of Whitewood Drive to the center line of Plateau Drive; then northwesterly along the center line of Plateau Drive to the intersection with Chableau Drive; then southerly along the center line of Chableau Drive to the centerline of Glenvale Drive; then westerly along the center line of Glenvale Drive to the Grandville Public Schools District boundary line; then northerly along the Grandville Public Schools District boundary line to the center line of 44th Street and the point of beginning.

PRECINCT 27

WARD 3

COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28

U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Whitewood Drive and Burlingame Avenue; then south along the center line of Burlingame Avenue to the south corporate boundary line; then west along the south corporate boundary line to the intersection with the Grandville Public Schools District boundary line; then northerly along the Grandville Public Schools District boundary line to the center line of Glenvale Drive; then northeasterly along the centerline of Glenvale Drive to the intersection with Chableau Drive; then northerly along the centerline of Chableau Drive to the centerline of Plateau Drive; then easterly along the centerline of Plateau Drive to the intersection of Whitewood Drive; then easterly along the center line of Whitewood Drive to the centerline of Burlingame Avenue and the point of beginning.

PRECINCT 28

WARD 3

COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77

STATE SENATE DISTRICT 28

U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Ivanrest Avenue and 52nd Street; then east along the center line of 52nd Street to the center line of the Kent Trails right-of-way; then south along the center line of the Kent Trails right-of-way to the center line of 56th Street; then east along the center line of 56th Street to the center line of Byron Center Avenue; then south along Byron Center Avenue to the south corporate boundary line; then west along the south corporate boundary line to the center line of Ivanrest Avenue; then north along the center line of Ivanrest Avenue to 52nd Street and the point of beginning.

PRECINCT 29
WARD 3
COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77
STATE SENTATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Wilson Avenue and the south line of the City of Wyoming corporate boundary line, then north along the centerline of Wilson Avenue to the centerline of 56th Street, then west along the centerline of 56th Street to the intersection of Quest Drive, then north along the centerline of Quest Drive to the intersection of 52nd Street, then east along the centerline of 52nd Street to the intersection of Wilson Avenue, then north along the centerline of Wilson Avenue to the City of Wyoming corporate boundary line, then east along the City of Wyoming corporate boundary line to the centerline of Ivanrest Avenue, then south along the centerline of Ivanrest Avenue to the City of Wyoming corporate boundary line, then west along the City of Wyoming corporate boundary line to the point of beginning.

PRECINCT 30
WARD 3
COUNTY COMMISSION DISTRICT 8

STATE REP. DISTRICT 77
STATE SENTATE DISTRICT 28
U.S. CONGRESSIONAL DISTRICT 2

Beginning at the intersection of Wilson Avenue and the south line of the City of Wyoming corporate boundary line, then west along the City of Wyoming corporate boundary line to the centerline of Kenowa Avenue, then north along the centerline of Kenowa Avenue to the City of Wyoming corporate boundary line, then east along the City of Wyoming corporate boundary line to the intersection of Wilson Avenue, then south along the centerline of Wilson Avenue to the intersection of 52nd Street, then west along the centerline of 52nd Street to the centerline of Quest Drive, then south along the centerline of Quest Drive to the centerline of 56th Street, then east along the centerline of 56th Street to the centerline of Wilson Avenue, then south along the centerline of Wilson Avenue to the point of beginning.

CITY OF WYOMING POLLING LOCATIONS
Effective March 1, 2012

W	Pct	Location	Address
1	1	Godwin Phys Ed Building	31 36 th Street SW
1	2	Godwin Phys Ed Building	31 36 th Street SW
1	3	Gethsemane Lutheran	3152 Clyde Park SW
1	4	Holy Trinity Lutheran	4201 Burlingame Ave SW
1	5	Rogers High School	1350 Prairie Parkway
1	6	Kelloggsville High School	23 Jean Street SW
1	7	Grand Valley Armory	1200 44 th Street SW
1	8	Ideal Park Christian Reformed	320 56 th Street SW
1	9	Wyoming Community Ed	2950 Clyde Park Ave SW
2	10	Pinery Park Lodge	2301 DeHoop Avenue SW
2	11	Pinery Park Lodge	2301 DeHoop Avenue SW
2	12	Wyoming Senior Center	2380 DeHoop Ave SW
2	13	Beverly Reformed Church	2141 Porter St. SW
2	14	Wyoming Park High School	2125 Wrenwood St SW
2	15	Southside Vineyard Church	1040 26 th St SW
2	16	Hahn-In Christian Reformed	2725 Byron Center Ave SW
2	17	Hahn-In Christian Reformed	2725 Byron Center Ave SW
2	18	Wesley Park Methodist	1150 32 nd Street SW
2	19	Wyoming Public Library	3350 Michael Ave SW
2	20	Grace Reformed Church	3330 Burlingame Avenue SW
3	21	Calvary Christian Reformed	3500 Byron Center Ave SW
3	22	Westwood Apartments	2450 36 th Street SW
3	23	Christ Lutheran Church	2350 44 th Street SW
3	24	Bethany United Ref. Church	5401 Byron Center Ave SW
3	25	Bethany United Ref. Church	5401 Byron Center Ave SW
3	26	Grand Rapids First Church	2100 44 th Street SW
3	27	Grand Rapids First Church	2100 44 th Street SW
3	28	Fire Station Community Room	2300 Gezon Parkway
3	29	Resurrection Life Church	5100 Ivanrest Avenue SW
3	30	Resurrection Life Church	5100 Ivanrest Avenue SW

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
EMPLOYMENT AGREEMENTS WITH THE DIRECTOR OF
HUMAN RESOURCES, ASSISTANT TO THE CITY MANAGER AND
ADMINISTRATIVE ASSISTANT – (CITY MANAGER)

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated employment agreements with the Director of Human Resources, Assistant to the City Manager and the Administrative Assistant – (City Manager).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute employment agreements with the Director of Human Resources, Assistant to the City Manager and Administrative Assistant – (City Manager).
2. The City Manager is authorized to approve future amendments to the agreements that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

ATTACHMENTS:
Employment Agreements
MOU

Heidi A. Isakson, Wyoming City Clerk

CITY OF WYOMING

EMPLOYMENT AGREEMENT – DIRECTOR OF HUMAN RESOURCES

THIS AGREEMENT between Kimberly R. Oostindie, of 3526 City Ridge Ct., Hudsonville, Michigan 49426 (hereinafter “Director of Human Resources”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter the “City”) is made effective January 30, 2012, on the following terms:

1. **TERM.** The City hereby employs Kimberly R. Oostindie as Director of Human Resources of the City. This appointment shall be effective January 30, 2012. The Director of Human Resources understands that as Director of Human Resources she serves at the pleasure of the City Manager, who may terminate the Director of Human Resources at any time as provided by the City Charter and City Code.
2. **PERFORMANCE.** The Director of Human Resources agrees to perform the duties of the Director of Human Resources in a competent and professional manner. A job description has been provided to the Director of Human Resources that the City may periodically revise with notice to the Director of Human Resources. The Director of Human Resources shall report to and be supervised by the City Manager.
3. **SERVICE DATE.** The Director of Human Resources’ date of service with the City is April 1, 1996. The Director of Human Resources shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.
4. **COMPENSATION.** The Director of Human Resources’ salary for the position shall be established by the City Manager in accordance with the annual budget

authorization, the City Charter and City Code. The salary shall be paid in accordance with City payroll procedures.

5. **BENEFITS.** The Director of Human Resources shall be provided the same insurance or health opt out, retirement, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational reimbursement, and longevity as provided to department head employees who are members of the Administrative and Supervisory Association unless otherwise stated herein. Effective January 30, 2012, the contribution toward the cost of health insurance shall be 20% of the premium.

6. **VEHICLE USE.** When the Director of Human Resources uses her personal vehicle for City business she shall: a.) receive the IRS scheduled mileage reimbursement rate; b) be reimbursed any insurance deductible in the event of an accident up to \$500; and c) in the event of vehicle disablement shall be reimbursed for towing expense. The City Manager may review this provision on an annual basis and increase the reimbursements provided in this paragraph in accordance with budget authorization.

7. **SEVERANCE PAY.** The following conditions shall determine severance pay to the Director of Human Resources.

(a) If the Director of Human Resources resigns or her employment is terminated as the Director of Human Resources for any of the following reasons, she shall not be entitled to any severance pay as the Director of Human Resources and her compensation will terminate on the last day worked:

(1) Criminal misconduct.

- (2) Conviction of any felony or misdemeanor involving bodily harm or dishonesty.
 - (3) Substantial failure to perform the duties of the Director of Human Resources.
- (b) If the Director of Human Resources' employment is terminated by the City for any reason not set forth in subparagraph (a), or she voluntarily terminates employment in lieu of discharge, and the City in writing accepts such voluntary termination, she shall be entitled to severance pay in the amount equal to six months of pay, unused vacation and sick leave, pay out of other accrued benefits, and her insurance (health, dental, vision and life) shall continue to be paid by the City for the same period.
- (c) Upon separation of employment for any reason other than those covered under paragraph (b), Director of Human Resources shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided members of the Administrative and Supervisory Association.

8. **DISPUTES.** Any disputes arising out of the terms and conditions of this Agreement shall be submitted by the Director of Human Resources to an arbitrator mutually selected by the City and the Director of Human Resources, which selection shall be in accordance with the procedures of the American Arbitration Association. The City and the Director of Human Resources shall share equally the cost of the arbitrator and each shall be responsible for their own attorneys fees, except as provided below. If the

Director of Human Resources prevails, the City will pay the arbitrator's fees and expenses. In addition, if the Director of Human Resources prevails and if the arbitrator finds that the City's position was arbitrary or capricious, the arbitrator may award that the Director of Human Resources be reimbursed for her reasonable attorney's fees.

9. **RESIGNATION.** The Director of Human Resources may resign her employment at any time upon 30 days' written notice to the City. Such resignation shall not entitle the Director of Human Resources to severance pay under paragraph 7 unless the City has agreed otherwise in writing.

10. **SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Director of Human Resources or to the employment relationship between the Director of Human Resources and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

11. **SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

12. **APPLICABLE LAW.** The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

CITY OF WYOMING

Dated: _____

Curtis Holt
Its: City Manager

Dated: _____

Kimberly R. Oostindie
Director of Human Resources

1/12

CITY OF WYOMING

EMPLOYMENT AGREEMENT – ASSISTANT TO THE CITY MANAGER

THIS AGREEMENT between Kelli A. Vandenberg, of 2148 – 141st Ave, Dorr, Michigan 49323 (hereinafter “Assistant to the City Manager”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter the “City”) is made effective January 30, 2012, on the following terms:

1. **TERM.** The City hereby employs Kelli A. Vandenberg as Assistant to the City Manager of the City. This appointment shall be effective January 30, 2012. The Assistant to the City Manager understands that as Assistant to the City Manager she serves at the pleasure of the City Manager, who may terminate the Assistant to the City Manager at any time as provided by the City Charter and City Code.
2. **PERFORMANCE.** The Assistant to the City Manager agrees to perform the duties of Assistant to the City Manager in a competent and professional manner. A job description has been provided to the Assistant to the City Manager that the City may periodically revise with notice to the Assistant to the City Manager. The Assistant to the City Manager shall report to and be supervised by the City Manager.
3. **SERVICE DATE.** The Assistant to the City Manager’s date of service with the City shall be June 7, 1999. The Assistant to the City Manager shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.
4. **COMPENSATION.** The Assistant to the City Manager’s salary for the position shall be established by the City Manager in accordance with the annual budget

authorization, the City Charter and City Code. The salary shall be paid in accordance with City payroll procedures.

5. **BENEFITS.** The Assistant to the City Manager shall be provided the same insurance or health opt out, retirement, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational reimbursement, and longevity as provided to regular employees who are members of the Administrative and Supervisory Association unless otherwise stated herein. Effective January 30, 2012, the contribution toward the cost of health insurance shall be 20% of the premium.

6. **VEHICLE USE.** When Assistant to the City Manager uses her personal vehicle for City business she shall: a.) receive the IRS scheduled mileage reimbursement rate; b) be reimbursed any insurance deductible in the event of an accident up to \$500; and c) in the event of vehicle disablement shall be reimbursed for towing expense. The City Manager may review this provision on an annual basis and increase the reimbursements provided in this paragraph in accordance with budget authorization.

7. **SEVERANCE PAY.** The following conditions shall determine severance pay to the Assistant to the City Manager.

(a) If the Assistant to the City Manager resigns or her employment is terminated for any of the following reasons, she shall not be entitled to any severance pay as the Assistant to the City Manager and her compensation will terminate on the last day worked:

- (1) Criminal misconduct.
- (2) Conviction of any felony or misdemeanor involving bodily harm or dishonesty.

- (3) Substantial failure to perform the duties of Assistant to the City Manager.
- (b) If the Assistant to the City Manager's employment is terminated by the City for any reason not set forth in subparagraph (a), or she voluntarily terminates employment in lieu of discharge, and the City in writing accepts such voluntary termination, she shall be entitled to severance pay in the amount equal to six months of pay, unused vacation and sick leave, pay out of other accrued benefits, and her insurance (health, dental, vision and life) shall continue to be paid by the City for the same period.
- (c) Upon separation of employment for any reason other than those covered under paragraph (b), Assistant to the City Manager shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided members of the Administrative and Supervisory Association.

8. **DISPUTES.** Any disputes arising out of the terms and conditions of this Agreement shall be submitted by the Assistant to the City Manager to an arbitrator mutually selected by the City and Assistant to the City Manager, which selection shall be in accordance with the procedures of the American Arbitration Association. The City and the Assistant to the City Manager shall share equally the cost of the arbitrator and each shall be responsible for their own attorneys fees, except as provided below. If the Assistant to the City Manager prevails, the City will pay the arbitrator's fees and expenses. In addition, if the Assistant to the City Manager prevails and if the arbitrator

finds that the City's position was arbitrary or capricious, the arbitrator may award that the Assistant to the City Manager be reimbursed for her reasonable attorney's fees.

9. **RESIGNATION.** The Assistant to the City Manager may resign her employment at any time upon 30 days' written notice to the City. Such resignation shall not entitle the Assistant to the City Manager to severance pay under paragraph 7 unless the City has agreed otherwise in writing.

10. **SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Assistant to the City Manager or to the employment relationship between the Assistant to the City Manager and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

11. **SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

12. **APPLICABLE LAW.** The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

CITY OF WYOMING

Dated: _____

Curtis Holt
Its: City Manager

Dated: _____

Kelli A. VandenBerg
Assistant to the City Manager

01/12

CITY OF WYOMING

EMPLOYMENT AGREEMENT – ADMINISTRATIVE ASSISTANT – (City Manager)

THIS AGREEMENT between Jennifer R. Ballard, of 893 Wallin Drive, Jenison, Michigan 49428 (hereinafter “Administrative Assistant – City Manager”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter the “City”) is made effective January 30, 2012, on the following terms:

1. **TERM**. The City hereby employs Jennifer R. Ballard as Administrative Assistant – (City Manager) of the City. This appointment shall be effective January 30, 2012. The Administrative Assistant – (City Manager) understands that as Administrative Assistant – (City Manager) she serves at the pleasure of the City Manager, who may terminate the Administrative Assistant – (City Manager) at any time as provided by the City Charter and City Code.

2. **PERFORMANCE**. The Administrative Assistant – (City Manager) agrees to perform the duties of Administrative Assistant – (City Manager) in a competent and professional manner. A job description has been provided to the Administrative Assistant – (City Manager) that the City may periodically revise with notice to the Administrative Assistant – (City Manager). The Administrative Assistant – (City Manager) shall report to and be supervised by the City Manager.

3. **SERVICE DATE**. The Administrative Assistant’s – (City Manager) date of service with the City shall be November 15, 2010. The Administrative Assistant – (City Manager) shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. **COMPENSATION.** The Administrative Assistant's – (City Manager) salary for the position shall be established by the City Manager in accordance with the annual budget authorization, the City Charter and City Code. The salary shall be paid in accordance with City payroll procedures.

5. **BENEFITS.** The Administrative Assistant – (City Manager) shall be provided the same insurance or health opt out, retirement, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational reimbursement, and longevity as provided to regular employees who are members of the Administrative and Supervisory Association unless otherwise stated herein. The Administrative Assistant – (City Manager) shall be credited with a total of 104 hours of vacation for the 2012 calendar year. Effective January 30, 2012, the contribution toward the cost of health insurance shall be 20% of the premium.

6. **VEHICLE USE.** When Administrative Assistant – (City Manager) uses her personal vehicle for City business she shall: a.) receive the IRS scheduled mileage reimbursement rate; b) be reimbursed any insurance deductible in the event of an accident up to \$500; and c) in the event of vehicle disablement shall be reimbursed for towing expense. The City Manager may review this provision on an annual basis and increase the reimbursements provided in this paragraph in accordance with budget authorization.

7. **SEVERANCE PAY.** The following conditions shall determine severance pay to the Administrative Assistant – (City Manager).

- (a) If the Administrative Assistant – (City Manager) resigns or her employment is terminated for any of the following reasons, she shall not be entitled to any severance pay as the Administrative Assistant – (City Manager) and her compensation will terminate on the last day worked:

- (1) Criminal misconduct.
 - (2) Conviction of any felony or misdemeanor involving bodily harm or dishonesty.
 - (3) Substantial failure to perform the duties of Administrative Assistant – (City Manager).
- (b) If the Administrative Assistant's – (City Manager) employment is terminated by the City for any reason not set forth in subparagraph (a), or she voluntarily terminates employment in lieu of discharge, and the City in writing accepts such voluntary termination, she shall be entitled to severance pay in the amount equal to three months of pay, unused vacation and sick leave, pay out of other accrued benefits, and her insurance (health, dental, vision and life) shall continue to be paid by the City for the same period.
- (c) Upon separation of employment for any reason other than those covered under paragraph (b), Administrative Assistant – (City Manager) shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided members of the Administrative and Supervisory Association.

8. **DISPUTES.** Any disputes arising out of the terms and conditions of this Agreement shall be submitted by the Administrative Assistant – (City Manager) to an arbitrator mutually selected by the City and Administrative Assistant – (City Manager), which selection shall be in accordance with the procedures of the American Arbitration Association. The City and the Administrative Assistant – (City Manager) shall share equally

the cost of the arbitrator and each shall be responsible for their own attorneys fees, except as provided below. If the Administrative Assistant – (City Manager) prevails, the City will pay the arbitrator’s fees and expenses. In addition, if the Administrative Assistant - (City Manager) prevails and if the arbitrator finds that the City’s position was arbitrary or capricious, the arbitrator may award that the Administrative Assistant – (City Manager) be reimbursed for her reasonable attorney’s fees.

9. **RESIGNATION.** The Administrative Assistant – (City Manager) may resign her employment at any time upon 30 days’ written notice to the City. Such resignation shall not entitle the Administrative Assistant – (City Manager) to severance pay under paragraph 7 unless the City has agreed otherwise in writing.

10. **SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Administrative Assistant – (City Manager) or to the employment relationship between the Administrative Assistant – (City Manager) and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

11. **SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

12. **APPLICABLE LAW.** The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

CITY OF WYOMING

Dated: _____

Curtis Holt
Its: City Manager

Dated: _____

Jennifer R. Ballard
Administrative Assistant – (City Manager)

01/12

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ)
FOR THE 2011 ANNUAL NPDES PERMIT FEE

WHEREAS:

1. The Natural Resources and Environmental Protection Act requires that permittees with the National Pollutant Discharge Elimination System (NPDES) permit pay an annual fee based upon the discharge authorized in their NPDES permit.
2. As detailed in the attached memorandum, the annual fee for the City of Wyoming Clean Water Plant is \$13,000.00.
3. Funds for the payment are available in account number 590-590-54300-956000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize payment in the amount of \$13,000.00 to the MDEQ.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

ATTACHMENTS:
Memorandum
Letter

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

MEMORANDUM

TO: Curtis Holt, City Manager
FROM: Craig Smith, Clean Water Plant Superintendent
DATE: December 7, 2011
SUBJECT: NPDES Permit Annual Fee

The annual fee for the Clean Water Plant's National Pollutant Elimination System (NPDES) permit is due to the Department of Environmental Quality on January 15, 2012. This fee is assessed in accordance with Section 3120 of the Natural Resources and Environmental Protection Act, as amended. The amount of the annual facility fee is dependent on the facility classification. The Clean Water Plant is classified as a Municipal 10 MGD to less than 50 MGD, for which the fee is \$13,000.

Attached is a copy of the invoice as well as a resolution for Council approval of this expenditure. Adequate funds have been budgeted in our 590.590.54300.956000 account to cover this expenditure. Please contact me with any questions.



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



DAN WYANT
DIRECTOR

December 1, 2011

Dear Permittee:

SUBJECT: NPDES Annual Permit Fee – **Invoice**

Section 3120 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), requires that permittees with a National Pollutant Discharge Elimination System (NPDES) permit pay an annual permit fee. Facilities that held an NPDES permit on October 1, 2011, are required to pay the fee for the 2012 fiscal year. The annual fee shown on your invoice is based on the discharge authorized by the facility's NPDES permit.

Our records indicate that on October 1, 2011, your facility had an active NPDES permit. Please return the lower portion of the invoice with your check or money order made payable to the State of Michigan no later than January 15, 2012, to:

Michigan Department of Environmental Quality
Cashier's Office
P.O. Box 30657
Lansing, Michigan 48909-8157

Or pay by e-check at:
<https://www.thepayplace.com/mi/deq/npdes>

Please note that unpaid invoices are subject to late payment penalties, as set forth in Section 3120(8) of the NREPA. Delinquent invoices will be subject to the Michigan Department of Environmental Quality's and the State of Michigan's collection procedures.

If you have questions regarding this invoice, please access our NPDES Fee Web page at www.michigan.gov/deq/0,1607,7-135-3313_3682_3713-90130--,00.html, or contact Mr. Kevin Cook, Permits Section, at 517-335-4129.

Sincerely,

Philip Argiroff, Chief
Permits Section
Water Resources Division

Michigan Department of Environmental Quality
 Water Resource Division
 National Pollutant Discharge Elimination System (NPDES) Discharge Permit



INVOICE

Issued under the authority of Public Act 451 of 1994, as amended.
 Failure to submit payment by the date due will result in penalties as prescribed by law.

C0056635 Ref No: MI0024392

City of Wyoming
 Craig Smith
 2350 Ivanrest Avenue, SW
 Wyoming, MI 49509

Invoice Number:	728939
Invoice Date:	December 1, 2011
Payment Due:	January 15, 2012

City of Wyoming
 Clean Water Plant
 2350 Ivanrest Avenue SW
 Wyoming, MI 49418

Please call (517)335-4129 if any contact or address corrections need to be made.
 PAY ONLINE, visit <https://www.thepayplace.com/mi/deq/npdes>
 Federal ID #38-6000134.

Invoice Item	Quantity	Unit Cost	Total Cost
NPDES Annual Permit Fee for MI0024392 Designated Name: Wyoming WWTP	1	\$13,000.00	\$13,000.00

Payment Due: January 15, 2012

Total:	\$13,000.00
Tax:	\$0.00
Total Invoice:	\$13,000.00

PAY ONLINE, visit <https://www.thepayplace.com/mi/deq/npdes>
 MAKE CHECK OR MONEY ORDER PAYABLE TO: **STATE OF MICHIGAN**
 TO ENSURE PROPER CREDIT, SEND THIS PORTION WITH PAYMENT TO:
Michigan Department of Environmental Quality
Cashiers Office - NP1
PO Box 30657
LANSING, MI 48909-8157

C0056635 Ref No: MI0024392

INVOICE NO: 728939
WRD NP1

(Please note or make any mailing corrections below)
 City of Wyoming
 Craig Smith
 2350 Ivanrest Avenue, SW
 Wyoming, MI 49509

For Cashier's Use Only:

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN A
CONTRACT FOR KENT COUNTY SENIOR MILLAGE SERVICES AND AUTHORIZE
THE ASSOCIATED BUDGET AMENDMENT TO PROVIDE SENIOR CITIZEN
THERAPEUTIC RECREATION SERVICES

WHEREAS:

1. The Kent County Board of Commissioners approved the 2012 funding recommendations of the Kent County Senior Millage (KCSM) review committee on November 17, 2011 which included a grant award to the City of Wyoming in the amount of \$126,575 towards funding of therapeutic recreation services for at-risk older adults through the City's Stepping-Stones program.
2. The Area Agency on Aging of Western Michigan, the administrating agency of funding contracts for the KCSM, has presented the attached contract, covering a period of January 1, 2012 through December 31, 2012, for signature.
3. A budget amendment is necessary to provide for the continuance of the Stepping-Stones program and the acceptance of the grant award.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the Mayor and City Clerk to sign a contract for Kent County Senior Millage Services.
2. The City Council authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Agreement

CITY OF WYOMING BUDGET AMENDMENT

Date: December 19, 2011

Budget Amendment No. 026

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$146,390 of budgetary authority and related estimated revenue for the Kent County Senior Millage Grant Award per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Contributions from Local Units - KCSM Stepping Stones 2012 Fiscal Year				
208-586.000 KCSM Stepping Stones.2012	\$0	\$126,575		\$126,575
Stepping Stones Fees - KCSM Stepping Stones 2012 Fiscal Year				
208-638.000 KCSM Stepping Stones.2012	\$0	\$50		\$50
Donations - Stepping Stones - KCSM Stepping Stones 2012 Fiscal Year				
208-675.030 KCSM Stepping Stones.2012	\$0	\$50		\$50
Income - Stepping Stones Fund Raiser - KCSM Stepping Stones 2012 Fiscal Year				
208-675.035 KCSM Stepping Stones.2012	\$0	\$19,215		\$19,215
Income - Stepping Stones Program Income - KCSM Stepping Stones 2012 Fiscal Year				
208-675.038 KCSM Stepping Stones.2012	\$0	\$500		\$500
Parks & Recreation - KCSM Stepping Stones Grant - Salaries				
208-752-67200-706.000 KCSM 2012 Exp	\$0	\$52,260		\$52,260
Parks & Recreation - KCSM Stepping Stones Grant - FICA				
208-752-67200-715.000 KCSM 2012 Exp	\$0	\$4,080		\$4,080
Parks & Recreation - KCSM Stepping Stones Grant - Hospitalization				
208-752-67200-716.000 KCSM 2012 Exp	\$0	\$6,840		\$6,840
Parks & Recreation - KCSM Stepping Stones Grant - Life Insurance				
208-752-67200-717.000 KCSM 2012 Exp	\$0	\$90		\$90
Parks & Recreation - KCSM Stepping Stones Grant - Pension - DB				
208-752-67200-718.000 KCSM 2012 Exp	\$0	\$15,230		\$15,230
Parks & Recreation - KCSM Stepping Stones Grant - Workers Comp. Ins.				
208-752-67200-719.000 KCSM 2012 Exp	\$0	\$1,520		\$1,520
Parks & Recreation - KCSM Stepping Stones Grant - CIP & Longevity				
208-752-67200-721.000 KCSM 2012 Exp	\$0	\$1,050		\$1,050
Parks & Recreation - KCSM Stepping Stones Grant - Office Supplies				
208-752-67200-727.000 KCSM 2012 Exp	\$0	\$250		\$250
Parks & Recreation - KCSM Stepping Stones Grant - Adaptive Equipment				
208-752-67200-727.030 KCSM 2012 Exp	\$0	\$250		\$250
Parks & Recreation - KCSM Stepping Stones Grant - Travel & Training				
208-752-67200-860.000 KCSM 2012 Exp	\$0	\$4,500		\$4,500
Parks & Recreation - KCSM Stepping Stones Grant - Liability Insurance				
208-752-67200-910.000 KCSM 2012 Exp	\$0	\$700		\$700
Parks & Recreation - KCSM Stepping Stones Grant - Rentals				
208-752-67200-910.000 KCSM 2012 Exp	\$0	\$3,000		\$3,000
Parks & Recreation - KCSM Stepping Stones Grant - Other Services				
208-752-67200-956.000 KCSM 2012 Exp	\$0	\$50,620		\$50,620
Parks & Recreation - KCSM Stepping Stones Grant - Other Services - Fundraisers				
208-752-67200-956.050 KCSM 2012 Exp	\$0	\$6,000		\$6,000
Fund Balance/Working Capital				

CITY OF WYOMING BUDGET AMENDMENT

Date: December 19, 2011

Budget Amendment No. 026 (Continued)

Recommended: _____
Finance Director

City Manager

Motion by Councilmember _____, seconded by Councilmember _____

Motion carried: _____ yeas, _____ nays

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

City Clerk

STAFF REPORT

Date: Monday, December 12, 2011

Subject: Kent County Senior Millage Contract - Continuation funding for the Stepping Stones Program

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: Monday, December 19, 2011

Recommendation:

Staff recommends the acceptance of the Kent County Senior Millage grant in the amount of \$126,575 and the continuance of the Stepping Stones Program.

Sustainability Criteria:

Environmental Quality –

Social Equity – The Stepping Stones program promotes independent functioning and enhances optimal health and personal growth in an enjoyable manner for older adults aged 60 and older who have been discharged from a hospital, rehabilitation center, and/or nursing home; or who are homebound due to illness, injury, or disability. The program provides personalized therapeutic recreation services including aquatic therapy, transportation assistance training, information and referral, etc. which works to return older adults to independent and active living within their community. In 2010, seventy-three percent (73%) of clients were successfully discharged from the program having completed their personal and program goals and are once again living independently within their community. During our one month follow up survey, ninety-three (93%) report maintaining or improving their ability to perform Activities of Daily Living Skills (ADL's). Seventeen percent (17%) were discharged from the program as they were unable to continue participating due to physical, mental or emotional barriers. When this type of discharge occurs, the therapist makes appropriate referrals for other agencies for services available to them. Three percent (3%) returned to a hospital or care facility for more appropriate care that was needed.

Economic Strength – This year an astounding fifty-eight percent (58%) of clients were considered below the poverty line. Ninety-two percent (92%) of clients enrolled were exempt from cost share due to limited incomes. This allows the clients to receive services at no cost thanks to the funding provided by the Kent County Senior Millage.

Discussion:

Stepping Stones is program of the Wyoming Parks and Recreation Department and is in its 12th year of operation. The Kent County Senior Millage grant/contract provides of a minimum of 1,398 hours (units) of recreational therapy, including aquatic therapy, for qualifying senior citizens. Approximately 105 older adults will be served.

Budget Impact:

KCSM has approved \$126,575 grant, a 2% decrease over CY 2011 dollars. The decrease in funding does not reflect upon the merits of the program, rather it is due to the continued reality of decreasing millage funds as a result of declining property values. Additional funds shall be raised through donations and fundraising events such as the programs annual golf outing, a community carnival (shared with the Greater Wyoming Community Resource Alliance), and additional grants.

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

The Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan Nonprofit Corporation located at 1279 Cedar Street NE, Grand Rapids, Michigan 49503 and City of Wyoming (Service Provider), a Michigan Municipality located at P.O. Box 905, Wyoming, MI 49509, entered into Contract numbered KCSM 104 in which the Service Provider undertook to provide certain services with Kent County funding for the period ending December 31, 2013. The parties now agree to amend the provisions of that contract for the period ending December 31, 2012.

Certification: Service Provider certifies that it has not been suspended or debarred by the U.S. government from receiving federal dollars.

AGREEMENT OF PARTIES

As of November 17, 2011, AAAWM and the Service Provider agreed:

1. That the amount of funds the AAAWM agrees to pay, for the budget period January 1, 2012 through December 31, 2012 as provided in the Contract of January 1, 2011, shall not exceed **\$126,575.00 (One hundred twenty-six thousand five hundred seventy-five and 00/100 dollars)**.
2. That these funds AAAWM pays will be apportioned over the Contract Amendment period in a manner assuring that the services funded will be made available by Service Provider throughout the entire Contract period.
3. That Service Budget #1A dated November 29, 2010 is void and Service Budget #1A dated December 14, 2011 is added.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
A MICHIGAN NONPROFIT CORPORATION

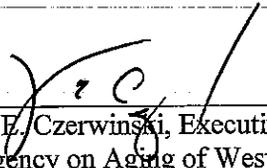
By: Jack Poll, Mayor

Date

By: Heidi A. Isakson, City Clerk

APPROVED AS TO FORM:



By: 
Thomas E. Czerwinski, Executive Director
Area Agency on Aging of Western Michigan

12.12.11
Date

3. Equipment:

Adaptive equipment, office supplies, etc. \$ 500

4. Other:

YMCA therapist and client membership fees to allow for pool use for aquatic therapy: \$ 3,000

Staff training to maintain certifications: \$ 500

Program Income budgeted for 2011: \$500.00

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE ACCEPTANCE OF QUOTATIONS FROM THE L3 MOBILE VISION COMPANY AND TELE-RAD FOR THE REPLACEMENT OF IN-CAR VIDEO CAMERAS

WHEREAS:

1. As detailed in the attached memorandum from the City’s Police Chief, it is recommended the City of Wyoming accept the quotation for the purchase of 27 digital video cameras from L3 Mobile Vision Company at an estimated cost of \$179,331.00.
2. It is recommended the City of Wyoming accept the quotations for the removal of old equipment, installation of new equipment and change out of access points from Tele-Rad in the estimated amount of \$11,125.00.
3. The replacement of the in-car video cameras will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of quotations from the L3 Mobile Vision Company and Tele-Rad for the replacement of in-car video cameras.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
3. The City Council authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

ATTACHMENTS:
 Memorandum
 Quotations
 Budget Amendment

 Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Interdepartmental Correspondence

TO: Curtis Holt – City Manager
FROM: Chief James E. Carmody
DATE: December 7, 2011
SUBJECT: In-Car Video Camera Replacements



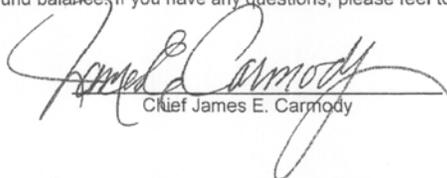
Administration

In 2006 the Wyoming Police Department purchased 26 patrol care video cameras from the Kustom Signal Company, at a cost that exceeded \$160,000.00. These cameras were purchased to enhance officer safety, protect the officers from false or spurious allegations of misconduct and to collect video evidence for driving offenses that would be used in court at a later date. The funding was provided through a grant the WYPD received from the Office of Highway Safety Planning (OHSP). A requirement of the grant was to purchase the cameras on the basis of the lowest bid, which Kustom Signals qualified for through the State of Michigan bid process.

Based on Kustom Signals assessment, and recommendations, the cameras were installed with a dashboard mounted DVD player type apparatus. The Company provided an installer who came to the WYPD and installed all of the cameras in our patrol car fleet. Shortly after the installation we began to have problems with the DVD players locking up and not releasing the DVD's. The installer had mounted the recorders directly under the dashboard on the passenger side of the patrol car. Many of these players fell onto the floor of the car, due to improper mounting techniques. Kustom Signal provided other technicians who made numerous trips to the WYPD to reinstall these devices. At one point, it was discovered that the wiring for the devices had been incorrectly installed as well. That resulted in the re-wiring of nearly all of our patrol cars.

Eventually, the representatives at Kustom recommended a newer technology that would allow the video recordings to be wirelessly uploaded from the cars; however, that technology would be at an additional cost. In 2009, the WYPD purchased this technology at a cost of \$70,000.00. Again, the Kustom technicians came out to the police department, carried out an assessment of what wireless technology would be needed and planned the installation. Again, shortly after the installation, the cameras were plagued with problems such as lost videos, draining the batteries on the cars, or just not functioning. After repeated consultations with Kustom, we decided to shut all of our cameras off and seek a more reliable replacement.

I have attached the costs estimates for the replacement of 27 digital video cameras from the L3 Mobile Vision Company. These are the same cameras that the Grand Rapids Police Department currently uses, and they have had little or no problems with these cameras. As a testament to that, the videos of that horrific day in July, when the GRPD pursued and eventually caught up with a mass killer, were captured on the L3 camera systems. L3 is also now listed on the State of Michigan bid list. Currently, there are no other grants available through which we can purchase these cameras. Therefore I am requesting that the costs of the replacement cameras be funded through the City's fund balance. If you have any questions, please feel to contact me at your earliest convenience.


Chief James E. Carmody

HONOR - COURAGE - DUTY - TRUST

Interdepartmental Correspondence

TO: Captain Kim Koster
FROM: Lt. Thomas W. Groen
DATE: November 22, 2011
SUBJECT: L3 Mobile Vision Video Camera Proposal



Ma'am,

Here is the final quote for a proposal to install the L3 Mobile Vision solution in our fleet to replace the current Kustom video cameras. There is a quote from L3 and two separate quotes from Tele Rad for removal of the current cameras from our cruisers, installation of the new cameras, and replacement of the 5 access points on our building with new antennas from L3 Mobile Vision.

Our final decision was to have cameras installed in all 27 of our patrol units and one in the transfer van for a total of 28 units. This quote also includes 57 extra remote microphones which will give every officer their own mic rather than sharing.

The only slight deviation from this printed quote on the removal of cameras and installation from Tele Rad is that we added one camera system (they quoted 27). By the time we go with this project, assuming it is approved, there may be one or two more cars that do not have to have the cameras removed (as Randy sets up new cars no cameras are being installed in them).

If we were to install the cameras today there would be 25 cameras to remove because patrol units 26 and 27 are new cars and do not have cameras in them. That would change the quote from Tele Rad on install/removal to a total of \$9,975.00.

The total for the project as it stands right now is:

Cost of camera systems	\$179,331.00
Removal of old & install of new	\$9,975.00
Change out access points	<u>\$1,150.00</u>
Total	\$190,456.00

Please let me know if you would like anything further on this quote for the project.

Respectfully

HONOR - COURAGE - DUTY - TRUST



Mobile-Vision, Inc.

90 Fanny Rd, Boonton, NJ 07005
T. 800-336-8475 F. 973-257-3024

QUOTE

Number AAAQ4854

Date Nov 18, 2011

Sold To

Wyoming Police Department
Tom Groen
2650 Dehoop SW
Wyoming, MI 49509-1816
USA

Ship To

Wyoming Police Department
Tom Groen
2650 Dehoop SW
Wyoming, MI 49509-1816
USA

Phone 6165307300
Fax 6162493403

Phone 6165307300
Fax 6162493403

Salesperson

P.O. Number

Ship Via

Terms

SCHAFFER

UPS GROUND

NET 30

Line	Qty	SKU	Description	Unit Price	Ext. Price
1			Pricing is per the MI State Contract# 071B1300182		
2	28	MVD-FB2DVS-2	Flashback 2 In-Car Video System Assembly, Includes, Flashback 2 Digital Video Recorder w/8GB CF CardVoiceLink Plus 2 Wireless Microphone Assembly w/transmitterDocking Station, Office Charging Base, Belt Clip and Lapel MicrophonesGPS/WLAN AntennaNite-Watch Color Camera (12x optical & 144x Digital Zoom)Monitor Console (3.5" color LCD display)All mounts, cables and hardware1-year Parts and labor warranty(Installation not included unless quoted)	\$4,495.00	\$125,860.00
3	28	MVD-IR-CAM2	Option, Flashback IR Camera 2 w/14 Ft cable, FB	\$195.00	\$5,460.00
4	28	MVD-CRASH-BAT	Collision Sensor (Triggers DVR for recording when involved in crash)Assembly product	\$150.00	\$4,200.00
5	57	MVD-VLP2-TRA	Assembly, Voice Link Plus 2 Transmitter w/Belt Clip, VLP2 9" & 40" Lapel Microphones	\$255.00	\$14,535.00
6	1	LSMVDR503DEP	DES PRO R503 Server, Rack, 3.4TB RAID 6 DASD, 8 Core Xenon Processors, 6GB RAM DVM Server, Storage & Distribution System, Rack Configuration Dual 2.26 GHz Quad Core Processors, 6 GB RAM, 3.4TB Usable RAID 6 Red Hat v5 Enterprise Linux OS / PostgreSQL Database DVD-Rom, monitor, Keyboard, Mouse, CF Card Reader 8 port 10/100/1000 Base T-switch Digital Evidence Software: Base Module, Intelligent Downloading Module, Archiver module, Case Module, Consumer DVD Module	\$15,356.00	\$15,356.00
7	1	LSMVDDVDDL141	Workstation, Desktop, 250GB DASD, 2 Core Intel Processors, 2GB RAM, DVD Backup System, 2.8 GHz Dual Core Processor, 2GB RAM, 250GB DASD Windows XP, DVD-RW, Monitor, Keyboard, Mouse MVI Archiving Software, Dual Layer DVD Robot w/100 disc capacity, 100 DVD-R Discs	\$3,995.00	\$3,995.00
8	1	MVD-DEP-BT2	Solution Configuration / Training: System build out and configuration plus 1 day (on-site) training	\$4,450.00	\$4,450.00
9	5	MVD-8675-A-ASSY	Wireless Access Point w/External Mounted Antenna802.11(a) Wireless Access pointAntenna and Cabling (Note: Pricing does not include installation)	\$795.00	\$3,975.00
10	1	C12	Please note: Pricing does not include physical installation of the wireless access point, flashback system or any network wiring. Agency responsible to run CAT5 cable with RJ45 connectors at both ends and the connections between server and access points. Thank you.	\$0.00	\$0.00

Continued On Next Page ...

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.

Description

Unit Price Ext. Price

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Date: _____

L-3 Shipping Terms are FOB Boonton, NJ. By Signing below you agree to waive your shipping terms and ship this order FOB Boonton, NJ.

Signed: _____ Date: _____

SubTotal \$177,831.00

Tax TBD

S&H \$1,500.00

Total \$179,331.00

Credit Terms: Net 30 Days. State/
Local Fee and Taxes are not included

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.

TELE-RAD, Inc.

2306 Clyde Park S.W.
 Grand Rapids, MI 49509
 (616) 452-4591
 (800) 968-0031
 Fax (616) 243-9145

QUOTATION

10-18-11
 CHIP SAID THIS
 QUOTE STILL
 GOOD

8/5/11

Wyoming Police Dept
 Lt Groen
 616-530-7332

We are pleased to submit the following quotation:

Install 27 Mobile Vision camera systems

Parts:

QTY	MODEL	DESCRIPTION	PRICE	TOTAL
27		Misc install supplies	20.00	540.00
			Parts Total	540.00

Labor:

UNIT	DESCRIPTION	PRICE	TOTAL
27	Remove old camera systems	75.00	2025.00
27	Install new camera system	250.00	6750.00
27	Program camera	20.00	540.00

(25) AS OF
 (28) 11-27-11
 (28)

Prepared By: Chip Huffman
 Service Manager

Labor Total	9315.00
Parts Total	540.00
Subtotal	
Sales Tax	
Shipping	
Grand Total	9855.00

Prices quoted are valid for 30 days from the date of this quote.

Remarks:

- Labor quoted is for normal working hours scheduled Monday through Friday 8a.m.-5p.m.
- Work to be performed at Tele-Rad shop.

CURRENT
 COST would
 BE \$9,975.00

Accepted By: _____

TELE-RAD, Inc.

2306 Clyde Park S.W.
Grand Rapids, MI 49509
(616) 452-4591
(800) 968-0031
Fax (616) 243-9145

QUOTATION

11/18/11

Wyoming Police Dept
Lt Groen
616-530-7332

We are pleased to submit the following quotation:

Replace Access Point Antennas

Parts:

QTY	MODEL	DESCRIPTION	PRICE	TOTAL
		Misc install supplies	50.00	50.00
			Parts Total	50.00

Labor:

UNIT	DESCRIPTION	PRICE	TOTAL	
5	Replace antennas	100.00/hr	500.00	
	Boom Lift Rental		600.00	
			Labor Total	1100.00

Prepared By: Chip Huffman
Service Manager

Parts Total	50.00
Subtotal	
Sales Tax	
Shipping	
Grand Total	1150.00

Prices quoted are valid for 30 days from the date of this quote.

Remarks:

-Labor quoted is for normal working hours scheduled Monday through Friday 8a.m.-5p.m.

Accepted By: _____

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR ELECTRICAL SUPPLIES

WHEREAS:

1. The attached proposal was received by Kendall Electric Incorporated offering to extend the bid for electrical supplies for an additional one year period with a 3% increase.
2. It is recommended the bid for electrical supplies with Kendall Electric Incorporated be extended for an additional year as summarized in the attached staff report.
3. Electrical Supplies are purchased as required throughout the year and funds are budgeted in the various departmental operating accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for electrical supplies from Kendall Electric Incorporated with a 3% increase through December 31, 2012.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

ATTACHMENTS:
Staff Report
Letter
Tabulation Sheets

Heidi A. Isakson, Wyoming City Clerk

Staff Report

Date: December 6, 2011
Subject: Electrical Supplies Purchase Contract
From: Tom Wilson, Maintenance Supervisor
Meeting Date: December 19, 2011

Recommendation:

The current purchase contract for electrical supplies expires on December 31st, 2011. It is my recommendation that the City renew its purchase agreement with Kendall Electric for another year, January 1, 2012 to December 31, 2012. Kendall Electric has proven to be an excellent supplier that provides an excellent product at a competitive price.

Sustainability Criteria:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and well working condition. Kendall Electric, an Energy Star Partner, has been able to competently provide us with items needed to optimize efficiency and to minimize kilowatt usage.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength – Kendall Electric is a certified Government Sales Division representative authorized to provide solutions and products through their GSA Schedule which aims at providing a broad range of services that help us manage our Maintenance Department more effectively and efficiently. In addition, Kendall Electric has held the line on pricing for the past two years.

Discussion:

In November of 2009, we solicited bids from 33 electrical vendors for typical electrical supplies commonly used at the Clean Water Plant. In response, we received bids from five vendors, with two of the bidders only providing pricing on a very small number of the typical supplies we purchase. Of the three complete bids, Kendall Electric Supply Company submitted the low bid and was the only bidder that guaranteed bid pricing for a year and was awarded the bid via Resolution #23467 on December 7, 2009.

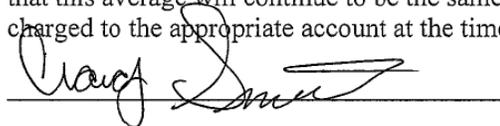
On October 14, 2010 Kendall Electric submitted a letter to the City of Wyoming offering to extend their 2009 bid pricing, with no price increases, through December 31, 2011. The Resolution to extend the bid pricing was approved via Resolution #23720 dated November 1, 2010.

On December 5, 2012 Kendall Electric submitted a letter offering to extend their bid pricing with a 3% increase through December 31, 2012. The 3% increase is due to the added cost of raw materials and the cost of inflation. All other terms and conditions of the original bid document will apply. The current CPI for the past year is at 3.5% therefore we feel that the 3% increase is reasonable.

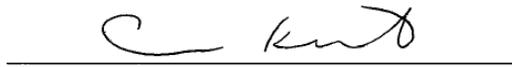
Kendall Electric has proven to be an excellent supplier that provides an excellent product at a competitive price. Kendall has also been very responsive in the areas of repair and in assisting in searching out new products.

Budget Impact:

Based on our past usage at the Clean Water Plant, we estimate that this price increase will have an overall impact on our budget of \$2100 per year, or about \$175 per month. On average in 2011, we spent about \$2,000 monthly on the purchase of electrical supplies. It is our expectation that this average will continue to be the same. Purchases of the electrical supplies will be charged to the appropriate account at the time of purchase.



Approved by: Craig Smith, Plant Superintendent



Approved by: Thomas Kent, Deputy Director of Public Works



12/5/12

To the City of Wyoming,

If acceptable Kendall Electric will extend purchase contract # 2010 – 00000656 with a 3% price increase good from 1/1/12 to 12/31/12. Kendall held prices firm the previous year but with the added cost of raw materials and cost of inflation we find it necessary for this years increase. All the same terms and conditions from original bid document will apply.

Sincerely

A handwritten signature in black ink, appearing to read 'Eddie Streeter', is written over a horizontal line.

Eddie Streeter
Kendall Electric Incorporated

CITY OF WYOMING, MICHIGAN												
TABULATION OF BIDS												
On Electrical Supplies												
Opened by the City Clerk on November 10, 2009 at 11:00 a.m. o'clock												
All total bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date of award of bid.												
			Kendall Electrical Supply Company		All Phase Electric Supply Col.		Standard Electric Company		Voss Lighting, Inc.		Electrical Terminal Service	
					All materials subject to manufacturer increases with 30 days notice.		Please note that all manufacturers material subject with manufacturers price increases and decreases		All materials subject to manufacturer increases with 30 days notice.			
ITEM #	DESCRIPTION	RELEASE QTY.	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
GROUP I - CONDUIT NIPPLES (inches)												
1	1/2" x Chase	100	\$ 44.55	\$ 44.55	\$ 20.00	\$ 20.00	\$ 27.36	\$ 27.36				
2	1/2" x Close	100	\$ 28.71	\$ 28.71	\$ 43.50	\$ 43.50	\$ 37.54	\$ 37.54				
3	1/2" x 2"	100	\$ 38.61	\$ 38.61	\$ 59.00	\$ 59.00	\$ 50.90	\$ 50.90				
4	1/2" x 3"	100	\$ 46.53	\$ 46.53	\$ 68.92	\$ 68.92	\$ 59.45	\$ 59.45				
5	1/2" x 4"	100	\$ 54.45	\$ 54.45	\$ 82.00	\$ 82.00	\$ 70.55	\$ 70.55				
6	1/2" x 5"	100	\$ 60.39	\$ 60.39	\$ 91.50	\$ 91.50	\$ 78.95	\$ 78.95				
7	1/2" x 6"	100	\$ 72.27	\$ 72.27	\$ 110.00	\$ 110.00	\$ 94.30	\$ 94.30				
8	3/4" x Chase	100	\$ 61.38	\$ 61.38	\$ 35.00	\$ 35.00	\$ 56.30	\$ 56.30				
9	3/4" x Close	100	\$ 37.62	\$ 37.62	\$ 56.25	\$ 56.25	\$ 48.45	\$ 48.45				
10	3/4" x 2"	100	\$ 43.56	\$ 43.56	\$ 66.50	\$ 66.50	\$ 57.25	\$ 57.25				
11	3/4" x 3"	100	\$ 53.46	\$ 53.46	\$ 80.50	\$ 80.50	\$ 69.45	\$ 69.45				
12	3/4" x 4"	100	\$ 63.36	\$ 63.36	\$ 95.35	\$ 95.35	\$ 82.25	\$ 82.25				
13	3/4" x 5"	100	\$ 73.26	\$ 73.26	\$ 109.65	\$ 109.65	\$ 94.55	\$ 94.55				
14	3/4" x 6"	100	\$ 85.14	\$ 85.14	\$ 128.00	\$ 128.00	\$ 110.25	\$ 110.25				
15	1" x Chase	100	\$ 49.50	\$ 49.50	\$ 66.00	\$ 66.00	\$ 106.95	\$ 106.95				
16	1" x Close	100	\$ 57.42	\$ 57.42	\$ 84.25	\$ 84.25	\$ 72.60	\$ 72.60				
17	1" x 2"	100	\$ 61.38	\$ 61.38	\$ 92.75	\$ 92.75	\$ 79.95	\$ 79.95				
18	1" x 3"	100	\$ 75.24	\$ 75.24	\$ 112.35	\$ 112.35	\$ 96.85	\$ 96.85				
19	1" x 4"	100	\$ 91.08	\$ 91.08	\$ 136.65	\$ 136.65	\$ 117.80	\$ 117.80				
20	1" x 5"	100	\$ 102.96	\$ 102.96	\$ 155.00	\$ 155.00	\$ 133.60	\$ 133.60				
21	1" x 6"	100	\$ 112.86	\$ 112.86	\$ 169.50	\$ 169.50	\$ 146.00	\$ 146.00				
22	1-1/4" x Chase	100	\$ 178.20	\$ 178.20	\$ 125.00	\$ 125.00	\$ 193.35	\$ 193.35				
23	1-1/4" x Close	100	\$ 89.10	\$ 89.10	\$ 110.00	\$ 110.00	\$ 94.50	\$ 94.50				
24	1-1/4" x 2"	100	\$ 78.21	\$ 78.21	\$ 118.00	\$ 118.00	\$ 101.65	\$ 101.65				
25	1-1/4" x 3"	100	\$ 93.06	\$ 93.06	\$ 139.25	\$ 139.25	\$ 120.00	\$ 120.00				
26	1-1/4" x 4"	100	\$ 111.87	\$ 111.87	\$ 167.60	\$ 167.60	\$ 144.50	\$ 144.50				
27	1-1/4" x 5"	100	\$ 129.69	\$ 129.69	\$ 194.15	\$ 194.15	\$ 167.40	\$ 167.40				
28	1-1/4" x 6"	100	\$ 145.53	\$ 145.53	\$ 220.00	\$ 220.00	\$ 188.35	\$ 188.35				
29	1-1/2" x Chase	50	\$ 232.65	\$ 116.33	\$ 165.00	\$ 82.50	\$ 259.35	\$ 129.69				
30	1-1/2" x Close	50	\$ 88.11	\$ 44.06	\$ 132.35	\$ 66.18	\$ 114.10	\$ 57.05				
31	1-1/2" x 2"	50	\$ 93.06	\$ 46.53	\$ 140.00	\$ 70.00	\$ 120.60	\$ 60.30				
32	1-1/2" x 3"	50	\$ 112.86	\$ 56.43	\$ 169.75	\$ 84.88	\$ 146.40	\$ 73.20				
33	1-1/2" x 4"	50	\$ 141.57	\$ 70.79	\$ 212.40	\$ 106.20	\$ 183.10	\$ 91.55				
34	1-1/2" x 5"	50	\$ 148.50	\$ 74.25	\$ 238.20	\$ 119.10	\$ 205.40	\$ 102.71				
35	1-1/2" x 6"	50	\$ 196.02	\$ 98.01	\$ 292.90	\$ 146.45	\$ 252.50	\$ 126.27				
36	2" x Chase	50	\$ 366.30	\$ 183.15	\$ 275.00	\$ 137.50	\$ 424.15	\$ 212.08				
37	2" x Close	50	\$ 107.91	\$ 53.96	\$ 162.30	\$ 81.15	\$ 139.95	\$ 69.97				
38	2" x 3"	50	\$ 147.51	\$ 73.76	\$ 220.40	\$ 110.20	\$ 190.05	\$ 95.02				
39	2" x 4"	50	\$ 185.13	\$ 92.57	\$ 277.00	\$ 138.50	\$ 238.90	\$ 119.45				
40	2" x 5"	50	\$ 215.82	\$ 107.91	\$ 323.50	\$ 161.75	\$ 278.75	\$ 139.38				
41	2" x 6"	50	\$ 247.50	\$ 123.75	\$ 369.60	\$ 184.80	\$ 318.70	\$ 159.35				
GROUP II - LOCKNUTS (APPLETON ONLY)												
1	1/2"	200	\$ 12.79	\$ 25.58	\$ 15.50	\$ 31.00	\$ 16.24	\$ 32.48				
2	3/4"	200	\$ 22.37	\$ 44.75	\$ 27.50	\$ 55.00	\$ 28.45	\$ 56.90				
3	1"	200	\$ 35.64	\$ 71.28	\$ 43.50	\$ 87.00	\$ 45.53	\$ 91.06				
4	1-1/4"	100	\$ 43.36	\$ 43.36	\$ 55.00	\$ 55.00	\$ 56.91	\$ 56.91				
5	1-1/2"	100	\$ 77.22	\$ 77.22	\$ 90.00	\$ 90.00	\$ 93.38	\$ 93.38				
6	2"	50	\$ 106.92	\$ 53.46	\$ 130.00	\$ 65.00	\$ 135.99	\$ 67.99				
GROUP III - INSULATING BUSHINGS (APPLETON ONLY)												
1	1/2"	200	\$ 12.87	\$ 25.74	\$ 14.50	\$ 29.00	\$ 0.55	\$ 110.00				
2	3/4"	200	\$ 21.78	\$ 43.56	\$ 24.00	\$ 48.00	\$ 0.55	\$ 110.00				
3	1"	200	\$ 34.65	\$ 69.30	\$ 29.50	\$ 59.00	\$ 0.55	\$ 110.00				
4	1-1/4"	100	\$ 47.52	\$ 47.52	\$ 54.50	\$ 54.50	\$ 0.85	\$ 85.00				
5	1-1/2"	100	\$ 66.33	\$ 66.33	\$ 73.75	\$ 73.75	\$ 1.15	\$ 115.00				
6	2"	50	\$ 120.78	\$ 60.39	\$ 137.00	\$ 68.50	\$ 1.75	\$ 87.50				
GROUP IV - REDUCING BUSHINGS (APPLETON ONLY) (RATED CLASS I, DIVISION I A,B,C,D)												
1	1 3/4" to 1 1/2"	200	\$ 44.55	\$ 89.10	\$ 89.50	\$ 179.00	\$ 49.50	\$ 99.00				
2	1" to 3/4"	200	\$ 67.32	\$ 134.64	\$ 139.00	\$ 278.00	\$ 76.76	\$ 153.50				
3	1-1/4" to 1"	100	\$ 159.39	\$ 159.39	\$ 295.00	\$ 295.00	\$ 180.30	\$ 180.30				
4	1-1/2" to 1-1/4"	100	\$ 193.05	\$ 193.05	\$ 370.00	\$ 370.00	\$ 219.00	\$ 219.00				
GROUP V - HANDI BOX BOXES - DEEP (18 CUBIC INCHES) (APPLETON ONLY)												
1	1/2" Knock Out	100	\$ 252.45	\$ 252.45	\$ 80.50	\$ 80.50	\$ 70.95	\$ 70.95				
2	3/4" Knock Out	100			\$ 235.00	\$ 235.00	\$ 70.95	\$ 70.95				
3	Cover Blank	100	\$ 21.01	\$ 21.01	\$ 25.25	\$ 25.25	\$ 22.30	\$ 22.30				
4	Covers Du-plex	100	\$ 21.78	\$ 21.78	\$ 26.50	\$ 26.50	\$ 23.35	\$ 23.35				
5	Cover Switch	100	\$ 19.80	\$ 19.80	\$ 25.25	\$ 25.25	\$ 22.20	\$ 22.20				

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ITEM #	DESCRIPTION	RELEASE QTY.	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
GROUP VI - LIQUID TITE FLEX CONDUIT - METAL (EF OR VA)												
1	1/2"	100	\$ 44.55	\$ 44.55	\$ 50.50	\$ 50.50	\$ 45.70	\$ 45.70				
2	3/4"	100	\$ 56.43	\$ 56.43	\$ 65.00	\$ 65.00	\$ 58.90	\$ 58.90				
3	1"	100	\$ 83.16	\$ 83.16	\$ 95.00	\$ 95.00	\$ 85.55	\$ 85.55				
4	1-1/4"	50	\$ 111.87	\$ 56.03	\$ 135.00	\$ 67.50	\$ 111.80	\$ 111.80				
GROUP VII - LIQUID TITE FITTINGS (APPLETON ONLY)												
1	1/2" Straight	100	\$ 185.13	\$ 185.13	\$ 165.00	\$ 165.00	\$ 200.50	\$ 200.50				
2	3/4" Straight	100	\$ 270.27	\$ 270.27	\$ 225.00	\$ 225.00	\$ 285.35	\$ 285.35				
3	1" Straight	100	\$ 361.35	\$ 361.35	\$ 328.00	\$ 328.00	\$ 394.00	\$ 394.00				
4	1-1/4" Straight	50	\$ 588.06	\$ 294.03	\$ 572.00	\$ 286.00	\$ 635.20	\$ 317.60				
5	1/2" 90 deg.	100	\$ 269.28	\$ 269.28	\$ 228.00	\$ 228.00	\$ 292.95	\$ 292.95				
6	3/4" 90 deg.	100	\$ 417.78	\$ 417.78	\$ 355.00	\$ 355.00	\$ 443.45	\$ 443.45				
7	1" 90 deg.	100	\$ 772.20	\$ 772.20	\$ 705.00	\$ 705.00	\$ 852.65	\$ 852.65				
8	1-1/4" 90 deg.	50	\$ 1,161.27	\$ 580.64	\$ 1,105.00	\$ 552.50	\$ 1,262.18	\$ 631.09				
9	1/2" 45 deg.	50	\$ 253.44	\$ 126.72	\$ 228.00	\$ 114.00	\$ 275.65	\$ 137.82				
10	3/4" 45 deg.	50	\$ 384.12	\$ 192.06	\$ 355.00	\$ 177.50	\$ 417.25	\$ 208.62				
11	1" 45 deg.	50	\$ 760.32	\$ 380.16	\$ 705.00	\$ 352.50	\$ 825.55	\$ 412.77				
12	1-1/4" 45 deg.	25	\$ 1,168.20	\$ 292.05	\$ 1,105.00	\$ 276.25	\$ 638.23	\$ 159.55				
GROUP VIII - SWITCHES RECEPTACLES AND CORD CONNECTORS (LEVITON, PASS OR SEYMORE)												
1	Single Pole 1121-2I	25	\$ 0.57	\$ 14.36	\$ 675.00	\$ 168.75	\$ 13.50	\$ 33.75				
2	3-Way 1123-2	25	\$ 104.94	\$ 26.24	\$ 795.00	\$ 198.75	\$ 2.35	\$ 58.75				
3	Duplex Recep. R15-I	50	\$ 94.05	\$ 47.03	\$ 120.00	\$ 60.00	\$ 1.15	\$ 57.50				
4	Duplex Re-cep-tacle 5362I	50	\$ 1.98	\$ 99.00	\$ 850.00	\$ 425.00	\$ 4.40	\$ 220.00				
5	1447 Woodhead Male Cord End	20	\$ 7.92	\$ 158.40	\$ 875.00	\$ 175.00	\$ 7.80	\$ 156.00			\$ 7.90	\$ 158.00
6	1547 Woodhead Female Cord End	20	\$ 13.86	\$ 277.20	\$ 15.45	\$ 309.00	\$ 13.75	\$ 275.00			\$ 13.69	\$ 273.80
NOTE: GROUPS IX, X, XI, XII, and XIII, shall be Appleton, no substitutions.												
GROUP IX - J BOXES												
1	1/2" Knock Out Size - 4" square	50	\$ 75.24	\$ 37.62	\$ 83.58	\$ 41.90	\$ 45.15	\$ 22.57				
2	1/2" Knock Out Size - 4-11/15" square	50	\$ -	\$ -	\$ 140.00	\$ 70.00	\$ 131.30	\$ 65.65				
3	1/2" Knock Out Size - 4" octagon	50	\$ 62.37	\$ 31.19	\$ 180.00	\$ 90.00	\$ 133.55	\$ 66.77				
4	3/4" Knock Out Size - 4" square	50	\$ 75.24	\$ 37.62	\$ 83.80	\$ 41.90	\$ 45.15	\$ 22.57				
5	3/4" Knock Out Size - 4-11/16" square	50	\$ 3.76	\$ 188.10	\$ 140.00	\$ 70.00	\$ 131.30	\$ 65.65				
6	3/4" Knock Out Size - 4" octagon	50	\$ 113.85	\$ 56.93	\$ 180.00	\$ 90.00						
7	1" Knock Out Size - 4" square	50	\$ 136.62	\$ 68.31	\$ 185.00	\$ 92.50	\$ 152.50	\$ 76.25				
8	1" Knock Out Size - 4-11/16" square	50	\$ 176.22	\$ 88.11	\$ 208.00	\$ 104.00	\$ 196.80	\$ 98.40				
9	1" Knock Out Size - 4" octagon	50	\$ -	\$ -	\$ -	\$ -						
GROUP X - COVERS												
1	4" square	50	\$ 20.01	\$ 10.01	\$ 22.40	\$ 11.22	\$ 22.45	\$ 11.22				
2	4-11/16" square	50	\$ 39.60	\$ 19.80	\$ 44.30	\$ 22.15	\$ 44.30	\$ 22.15				
3	4" octagon	50	\$ 116.82	\$ 58.41	\$ 28.50	\$ 14.25	\$ 28.50	\$ 14.25				
4	4" square	50	\$ 62.37	\$ 31.19	\$ 70.00	\$ 35.00	\$ 70.00	\$ 35.00				
5	4-11/16" square	50	\$ 460.35	\$ 230.18	\$ 547.20	\$ 273.60	\$ 547.20	\$ 273.60				
6	4" octagon	50	\$ 144.54	\$ 72.27	\$ 164.20	\$ 82.10	\$ 164.20	\$ 82.10				
GROUP XI - CONDUIT												
IMC:												
1	1/2"	500	\$ 41.58	\$ 207.90	\$ 6.60	\$ 308.00	\$ 50.80	\$ 254.00				
2	3/4"	500	\$ 49.50	\$ 247.50	\$ 74.80	\$ 374.00	\$ 61.20	\$ 306.00				
3	1"	500	\$ 74.25	\$ 371.25	\$ 113.30	\$ 566.60	\$ 92.30	\$ 461.50				
4	1-1/4"	500	\$ 98.01	\$ 490.05	\$ 149.60	\$ 748.50	\$ 121.45	\$ 607.25				
5	1-1/2"	500	\$ 119.79	\$ 598.95	\$ 181.50	\$ 907.50	\$ 147.70	\$ 738.50				
6	2"	500	\$ 159.39	\$ 796.95	\$ 240.90	\$ 1,204.50	\$ 196.30	\$ 981.50				
RIGID STEEL:												
7	1/2"	500	\$ 71.28	\$ 356.40	\$ 110.41	\$ 552.05	\$ 91.70	\$ 458.50				
8	3/4"	500	\$ 77.22	\$ 386.10	\$ 117.55	\$ 587.75	\$ 98.30	\$ 491.50				
9	1"	500	\$ 112.86	\$ 564.30	\$ 172.70	\$ 863.50	\$ 144.10	\$ 705.50				
10	1-1/4"	500	\$ 156.42	\$ 782.10	\$ 238.70	\$ 1,193.50	\$ 199.05	\$ 995.25				
11	1-1/2"	500	\$ 183.15	\$ 915.75	\$ 279.40	\$ 1,397.00	\$ 232.95	\$ 1,164.75				
12	2"	500	\$ 236.61	\$ 1,183.05	\$ 361.90	\$ 1,809.50	\$ 300.75	\$ 1,503.75				
EMT:												
13	1/2"	1000	\$ 10.89	\$ 108.90	\$ 16.50	\$ 165.00	\$ 13.85	\$ 138.50				
14	3/4"	1000	\$ 21.78	\$ 217.80	\$ 30.80	\$ 308.00	\$ 26.85	\$ 268.50				
15	1"	500	\$ 36.63	\$ 183.15	\$ 51.70	\$ 258.00	\$ 45.25	\$ 226.25				
16	1-1/4"	500	\$ 56.43	\$ 282.15	\$ 79.20	\$ 396.00	\$ 70.60	\$ 353.00				
17	1-1/2"	500	\$ 68.31	\$ 341.55	\$ 97.90	\$ 489.50	\$ 84.60	\$ 423.00				
18	2"	500	\$ 85.14	\$ 425.70	\$ 119.90	\$ 599.50	\$ 105.40	\$ 527.00				
LB (APPLETON)												
19	1/2"	100	\$ 246.51	\$ 246.51	\$ 505.00	\$ 505.00	\$ 5.30	\$ 530.00				
20	3/4"	100	\$ 332.64	\$ 332.64	\$ 605.00	\$ 605.00	\$ 6.35	\$ 635.00				
21	1"	50	\$ 493.02	\$ 246.51	\$ 9.10	\$ 455.00	\$ 9.55	\$ 477.50				
22	1-1/4"	100	\$ 693.00	\$ 693.00	\$ 15.75	\$ 1,575.00	\$ 15.30	\$ 1,530.00				
23	1-1/2"	50	\$ 13.61	\$ 680.63	\$ 20.51	\$ 1,025.50	\$ 19.70	\$ 985.00				
24	2"	50	\$ 2,114.64	\$ 1,057.32	\$ 34.00	\$ 1,700.00	\$ 32.50	\$ 1,625.00				

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ITEM #	DESCRIPTION	RELEASE QTY.	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
"T" LB (APPLETON)												
25	1/2"	50	\$ 407.88	\$ 203.94			\$ 6.75	\$ 337.50				
26	3/4"	50	\$ 528.66	\$ 264.33			\$ 6.75	\$ 337.50				
27	1"	50	\$ 796.95	\$ 398.48			\$ 13.30	\$ 665.00				
28	1-1/4"	50	\$ -	\$ -			\$ 17.55	\$ 877.50				
29	1-1/2"	50	\$ 1,576.08	\$ 788.04			\$ 23.45	\$ 1,172.50				
30	2"	50	\$ 2,344.32	\$ 1,271.16			\$ 36.25	\$ 1,812.50				
"C" CONDULET (APP-LET-ON)												
31	1/2"	50	\$ 319.77	\$ 159.89			\$ 5.10	\$ 255.00				
32	3/4"	50	\$ 413.82	\$ 206.91			\$ 6.35	\$ 317.50				
33	1"	50	\$ -	\$ -			\$ 9.55	\$ 477.50				
34	1-1/4"	50	\$ 1,013.76	\$ 506.88			\$ 15.35	\$ 767.50				
35	1-1/2"	50	\$ 1,312.74	\$ 656.37			\$ 19.65	\$ 982.50				
36	2"	50	\$ 2,088.90	\$ 1,044.45			\$ 32.55	\$ 1,627.50				
1 HOLE STRAP												
37	1/2"	100	\$ 3.88	\$ 3.88	\$ 5.00	\$ 5.00	\$ 15.56	\$ 15.56				
38	3/4"	100	\$ 5.94	\$ 5.94	\$ 7.00	\$ 7.00	\$ 18.42	\$ 18.42				
39	1"	100	\$ 9.84	\$ 9.87	\$ 10.00	\$ 10.00	\$ 22.35	\$ 22.35				
40	1-1/4"	100	\$ 14.60	\$ 14.60	\$ 16.00	\$ 16.00	\$ 31.15	\$ 31.15				
41	1-1/2"	50	\$ 24.75	\$ 12.38	\$ 30.00	\$ 15.00	\$ 41.85	\$ 41.85				
42	2"	50	\$ 28.36	\$ 14.18	\$ 35.00	\$ 17.50	\$ 53.00	\$ 53.00				
EMT CONNECTORS (ST-EEL)												
43	1/2"	200	\$ 9.81	\$ 19.72	\$ 12.00	\$ 24.00	\$ 11.40	\$ 22.80				
44	3/4"	200	\$ 15.99	\$ 31.98	\$ 19.50	\$ 39.00	\$ 18.55	\$ 37.10				
45	1"	100	\$ 27.72	\$ 27.72	\$ 33.00	\$ 33.00	\$ 31.85	\$ 31.85				
46	1-1/4"	100	\$ 53.46	\$ 53.46	\$ 64.00	\$ 64.00	\$ 61.55	\$ 61.55				
47	1-1/2"	50	\$ 79.20	\$ 39.60	\$ 98.00	\$ 49.00	\$ 89.55	\$ 44.78				
CONDUIT NONMETAL-LIC RIGID												
48	1/2" Conduit	200	\$ 7.28	\$ 14.55	\$ 10.50	\$ 21.00	\$ 8.55	\$ 17.10				
49	3/4" Conduit	200	\$ 9.80	\$ 19.60	\$ 13.60	\$ 27.20	\$ 10.80	\$ 21.60				
50	1" Conduit	200	\$ 14.65	\$ 29.30	\$ 22.00	\$ 44.00	\$ 16.80	\$ 33.60				
51	1/2" Coupling	50	\$ 7.23	\$ 3.61	\$ 9.80	\$ 4.90	\$ 7.50	\$ 3.75				
52	3/4" Coupling	50	\$ 9.90	\$ 4.95	\$ 10.90	\$ 5.45	\$ 10.00	\$ 5.00				
53	1" Coupling	50	\$ 13.61	\$ 6.81	\$ 16.50	\$ 8.25	\$ 15.22	\$ 7.61				
54	1/2" 90o Elbow	50	\$ 24.75	\$ 12.38	\$ 32.00	\$ 16.00	\$ 30.10	\$ 15.05				
55	3/4" 90o Elbow	50	\$ 26.73	\$ 13.37	\$ 36.00	\$ 18.00	\$ 35.50	\$ 17.75				
56	1" 90o Elbow	50	\$ 42.57	\$ 21.29	\$ 54.45	\$ 27.23	\$ 53.75	\$ 26.88				
57	1/2" Non metallic Flexible Conduit	100	\$ 39.60	\$ 19.80	\$ 44.00	\$ 22.00	\$ 47.75	\$ 23.88				
58	3/4" Non metallic Flexible Conduit	100	\$ 79.20	\$ 39.60	\$ 64.00	\$ 32.00	\$ 64.70	\$ 32.35				
59	1/2" Straight 90o Connectors	100	\$ 1.78	\$ 89.10	\$ 208.00	\$ 104.00	\$ 194.45	\$ 97.23				
60	3/4" Straight 90o Connectors	100	\$ 2.79	\$ 139.59	\$ 320.00	\$ 160.00	\$ 296.55	\$ 148.28				
EMT COUPLING (STEEL)												
61	1/2"	100	\$ 12.58	\$ 25.17	\$ 15.65	\$ 31.30	\$ 15.10	\$ 30.20				
62	3/4"	100	\$ 18.55	\$ 37.11	\$ 23.60	\$ 47.20	\$ 22.80	\$ 45.60				
63	1"	50	\$ 30.09	\$ 30.09	\$ 37.00	\$ 37.00	\$ 35.75	\$ 35.75				
64	1-1/4"	25	\$ 61.38	\$ 61.38	\$ 74.00	\$ 74.00	\$ 71.43	\$ 71.43				
65	1-1/2"	25	\$ 84.15	\$ 42.08	\$ 108.40	\$ 54.20	\$ 104.75	\$ 52.38				
66	2"	25	\$ 114.49	\$ 57.25	\$ 144.00	\$ 72.00	\$ 139.30	\$ 69.65				
GROUP XII - MINERLAC (NO SUBSTITUTIONS)												
1	0 - Size	200	\$ 29.70	\$ 59.40	\$ 38.50	\$ 77.00	\$ 34.10	\$ 68.20				
2	1 - Size	200	\$ 34.65	\$ 69.30	\$ 45.00	\$ 90.00	\$ 39.50	\$ 79.00				
3	2 - Size	200	\$ 41.58	\$ 83.16	\$ 52.50	\$ 105.00	\$ 46.15	\$ 92.30				
4	3 - Size	200	\$ 49.50	\$ 99.00	\$ 62.25	\$ 124.50	\$ 54.90	\$ 109.80				
5	4 - Size	50	\$ 62.37	\$ 31.19	\$ 78.00	\$ 39.00	\$ 68.86	\$ 34.43				
6	5 - Size	50	\$ 77.22	\$ 38.61	\$ 96.80	\$ 48.40	\$ 85.40	\$ 42.70				
GROUP XIII - STRUIT (B-LINE PART NUMBERS FOR REFERENCE ONLY) - GALVANIZED (PLATED)												
1	1-5/8" B22SH	300	\$ 115.43	\$ 346.30	\$ 150.00	\$ 450.00	\$ 140.00	\$ 420.00				
2	1-5/8" B140	20	\$ 192.49	\$ 39.49	\$ 304.00	\$ 60.80	\$ 189.88	\$ 37.98				
3	1-5/8" B133	20	\$ 323.73	\$ 64.75	\$ 452.00	\$ 90.40	\$ 282.15	\$ 56.43				
4	1-5/8" B202	20	\$ 44.55	\$ 8.91	\$ 70.30	\$ 14.06	\$ 58.48	\$ 11.70				
	1-5/8" B7-6622	20	\$ 825.66	\$ 165.13	\$ 1,264.00	\$ 252.80						
	61-5/8" B4-4122	20	\$ 256.41	\$ 51.28	\$ 380.00	\$ 76.00						
7	1-5/8" B132	20	\$ 868.23	\$ 173.65	\$ 818.00	\$ 163.60	\$ 779.70	\$ 155.94				
8	1-5/8" N224	20	\$ 50.00	\$ 1,000.00	\$ 62.24	\$ 12.45	\$ 62.37	\$ 12.47				
9	1-5/8" B280	20	\$ 1,416.69	\$ 283.34	\$ 2,040.00	\$ 408.00	\$ 1,943.83	\$ 388.77				
10	1-5/8" B2209	20	\$ 48.02	\$ 9.60	\$ 60.48	\$ 12.10	\$ 57.96	\$ 11.59				
11	1-5/8" B2210	20	\$ 55.74	\$ 11.15	\$ 68.90	\$ 13.78	\$ 66.08	\$ 13.22				
12	1-5/8" B2211	20	\$ 61.38	\$ 12.28	\$ 77.20	\$ 15.44	\$ 73.99	\$ 14.80				
13	1-5/8" B2212	20	\$ 76.82	\$ 15.36	\$ 91.24	\$ 18.25	\$ 87.48	\$ 17.50				
14	1-5/8" B285	20	\$ 227.70	\$ 45.54	\$ 54.30	\$ 10.86	\$ 57.79	\$ 11.56				
15	1-5/8" B101	20	\$ 88.70	\$ 17.74	\$ 144.00	\$ 28.80	\$ 104.52	\$ 20.90				
GROUP XIV - MISCELLANEOUS ITEMS (PANDUIT, SCOTCH, 3M, ADVANCE)												
1	Small Sticky Pads ABM2S-A-C	100	\$ 28.23	\$ 28.23	\$ 70.00	\$ 70.00	\$ 60.49	\$ 60.49			\$ 0.272	\$ 27.20
2	Large Sticky Pads ABM4H-A-L	100	\$ 68.01	\$ 68.01	\$ 125.00	\$ 125.00	\$ 108.28	\$ 108.28			\$ 0.969	\$ 96.90

			Kendall Electrical Supply Company		All Phase Electric Supply Col.		Standard Electric Company		Voss Lighting, Inc.		Electrical Terminal Service	
					All materials subject to manufacturer increases with 30 days notice.		Please note that all manufacturers material subject with manufacturer price increases and decreases		All materials subject to manufacturer increases with 30 days notice.			
ITEM #	DESCRIPTION	RELEASE QTY.	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
3	Small Wire Ties PLT1-5M-M	100	\$ 25.00	\$ 25.00	\$ 39.00	\$ 3.90	\$ 35.67	\$ 3.56			\$ 0.037	\$ 3.70
4	Medium Wire Ties PLT1-5L-M	100	\$ 25.50	\$ 25.50	\$ 40.00	\$ 4.00	\$ 36.45	\$ 3.64			\$ 0.046	\$ 4.60
5	Large Wire Ties PLT-3S-CB	100	\$ 11.29	\$ 11.29	\$ 28.00	\$ 28.00	\$ 23.79	\$ 23.79			\$ 0.097	\$ 9.70
6	#33 Black Tape	20	\$ 3.52	\$ 70.49	\$ 3.80	\$ 76.00	\$ 3.56	\$ 71.29			\$ 4.550	\$ 91.00
7	#35 Red Tape	20	\$ 3.51	\$ 70.29	\$ 3.50	\$ 70.00	\$ 3.30	\$ 66.12			\$ 4.980	\$ 99.60
8	#35 Blue Tape	20	\$ 3.51	\$ 70.29	\$ 3.50	\$ 70.00	\$ 3.30	\$ 66.12			\$ 4.980	\$ 99.60
9	#35 Orange Tape	20	\$ 3.51	\$ 70.29	\$ 3.50	\$ 70.00	\$ 3.30	\$ 66.12			\$ 9.980	\$ 99.60
10	#35 Green Tape	20	\$ 3.51	\$ 70.29	\$ 3.50	\$ 70.00	\$ 3.30	\$ 66.12			\$ 4.980	\$ 99.60
11	#35 White Tape	20	\$ 3.51	\$ 70.29	\$ 3.50	\$ 70.00	\$ 3.30	\$ 66.12			\$ 4.980	\$ 99.60
12	#2210, 4" Tape	20	\$ 40.59	\$ 811.80	\$ 42.00	\$ 840.00	\$ 39.33	\$ 786.60				
13	Plastibond Touch-Up Compound	10	\$ -	\$ -								
14	Linerless Rubber Splicing Tape 69 KV, Model 130C	5	\$ 9.65	\$ 48.26	\$ 10.50	\$ 52.50	\$ 9.73	\$ 48.65			\$13.060	\$ 65.30
15	Duct Seal 1-1/2" x 12" Stick MPS-2	5	\$ 1.24	\$ 6.19	\$ 16.75	\$ 83.75	\$ 15.75	\$ 78.75				
16	RC2S102TP ADV 2-F48 1500MA 120V	5	\$ 81.18	\$ 405.90	\$ 72.75	\$ 363.75			\$ 52.98	\$ 264.90		
17	RC2S85TP ADV 2-F72 800MA 120V	5	\$ 39.60	\$ 198.00	\$ 40.95	\$ 204.75			\$ 43.00	\$ 215.00		
18	RC2S102TP ADV 2-F48 1500MA 120V	5	\$ -	\$ -	\$ 72.95	\$ 363.75			\$ 52.98	\$ 264.90		
19	RC2S85TP ADV 2-F72 800MA 120V	5	\$ -	\$ -	\$ 40.95	\$ 204.75			\$ 43.00	\$ 215.00		
20	REL4P32SC35I ADV (4) F32T8	5	\$ 15.84	\$ 79.20	\$ 17.75	\$ 88.75			\$ 11.94	\$ 59.70		
21	RS2S200TP ADV 2-F96VHO 120V BALLAST	5	\$ 89.10	\$ 445.50	\$ 96.55	\$ 482.75			\$ 69.96	\$ 349.75		
21	79W6041-001 ADVANCE BALLAST	5	\$ 42.57	\$ 2,143.35	\$ 221.32	\$ 1,106.60			\$160.54	\$ 802.70		
GROUP XV - FUSES (SHALL BE LPN-RK 300,000 AMP OR LPS-RK WHERE SPECIFIED)												
1	AGC .75 Fuse 250 Volt	20	\$ 1.69	\$ 6.77	\$ 0.55	\$ 11.00	\$ 0.59	\$ 11.80			\$ 0.568	\$ 11.36
2	AGC 0.1A Fuse 250 Volt	20	\$ 1.69	\$ 6.77	\$ 1.15	\$ 23.00	\$ 1.38	\$ 27.60			\$ 0.714	\$ 14.28
3	AGC 1A Fuse 250 Volt	20	\$ 0.48	\$ 1.90	\$ 0.35	\$ 7.00	\$ 0.36	\$ 7.20			\$ 0.314	\$ 6.28
4	AGC 2A Fuse 250 Volt	20	\$ 0.48	\$ 1.90	\$ 0.33	\$ 6.60	\$ 0.36	\$ 7.20			\$ 0.333	\$ 6.66
5	AGC 3A Fuse 250 Volt	20	\$ 0.48	\$ 1.90	\$ 0.33	\$ 6.60	\$ 0.36	\$ 7.20			\$ 0.333	\$ 6.66
6	AGC 5A Fuse 250 Volt	20	\$ 0.48	\$ 1.90	\$ 0.55	\$ 11.00	\$ 0.58	\$ 11.60			\$ 0.470	\$ 9.40
7	AGC 6A Fuse 250 Volt	20	\$ 0.48	\$ 1.90	\$ 0.55	\$ 11.00	\$ 0.58	\$ 11.60			\$ 0.470	\$ 9.40
8	AGC 10A Fuse 250 Volt	20	\$ 0.60	\$ 2.42	\$ 0.69	\$ 13.80	\$ 0.47	\$ 9.40			\$ 0.398	\$ 7.96
9	AGC 15A Fuse 250 Volt	20	\$ 0.62	\$ 2.49	\$ 0.39	\$ 7.80	\$ 0.46	\$ 9.20			\$ 0.398	\$ 7.96
10	AGC 20A Fuse 250 Volt	20	\$ 0.59	\$ 2.38	\$ 0.39	\$ 7.80	\$ 0.46	\$ 9.20			\$ 0.398	\$ 7.96
11	FNQ-R-1A Fuse 600 Volt AC Time/Delay	20	\$ 9.45	\$ 193.05	\$ 9.60	\$ 192.00	\$ 10.12	\$ 202.40				
12	FNQ-R-2A Fuse 600 Volt AC Time/Delay	20	\$ 9.65	\$ 193.05	\$ 9.16	\$ 183.20	\$ 10.33	\$ 206.60				
13	FNQ-R-3A Fuse 600 Volt AC Time/Delay	20	\$ 9.65	\$ 193.05	\$ 9.60	\$ 192.00	\$ 10.21	\$ 204.20				
14	FNQ-R-5A Fuse 600 Volt AC Time/Delay	20	\$ 9.65	\$ 193.05	\$ 9.16	\$ 183.20	\$ 10.33	\$ 206.60				
15	FNQ-R-10A Fuse 600 Volt AC Time/Delay	20	\$ 10.13	\$ 202.55	\$ 10.26	\$ 205.20	\$ 10.88	\$ 217.60				
16	FNQ-R-15A Fuse 600 Volt AC Time/Delay	20	\$ 9.50	\$ 190.08	\$ 9.66	\$ 193.20	\$ 10.27	\$ 205.40				
17	FNQ-R-20A Fuse 600 Volt AC Time/Delay	20	\$ 9.71	\$ 194.24	\$ 9.66	\$ 193.20	\$ 10.62	\$ 212.40				
18	FRN-30A 250 Volt Time/Delay	20	\$ 9.71	\$ 194.24	\$ 3.62	\$ 72.40	\$ 3.49	\$ 69.80				
19	FRN-1A 250 Volt Time/Delay	20	\$ 4.60	\$ 92.07	\$ 4.68	\$ 93.60	\$ 4.95	\$ 99.00				
20	FRN-2A 250 Volt Time/Delay	20	\$ 4.60	\$ 92.07	\$ 4.68	\$ 93.60	\$ 4.77	\$ 95.40				
21	FRN-3.2A Fuse 250 Volt Time/Delay	20	\$ 4.25	\$ 84.94	\$ 3.51	\$ 70.20	\$ 4.54	\$ 90.80				
22	FRN-4A Fuse 250 Volt Time/Delay	20	\$ 4.25	\$ 84.94	\$ 3.51	\$ 70.20	\$ 4.54	\$ 90.80				
23	FRN-5A Fuse 250 Volt Time/Delay	20	\$ 4.20	\$ 84.94	\$ 3.37	\$ 67.40	\$ 4.35	\$ 87.00				
24	FRN-10A Fuse 250 Volt Time/Delay	20	\$ 4.07	\$ 81.38	\$ 3.37	\$ 67.40	\$ 4.35	\$ 87.00				
25	FRN-15A Fuse 250 Volt Time/Delay	20	\$ 3.27	\$ 65.34	\$ 2.75	\$ 55.00	\$ 3.49	\$ 69.80				
26	FRN-20A Fuse 250 Volt Time/Delay	20	\$ 3.27	\$ 65.34	\$ 2.75	\$ 55.00	\$ 3.49	\$ 69.80				
27	FRNR-60A Fuse 250 Volt Time/Delay	20	\$ 5.94	\$ 118.80	\$ 4.94	\$ 98.80	\$ 6.39	\$ 127.80				
28	FRNR-80A Fuse 250 Volt Time/Delay	20	\$ 13.41	\$ 268.29	\$ 11.44	\$ 228.80	\$ 14.35	\$ 287.00				
29	FRNR-100A Fuse 250 Volt Time/Delay	20	\$ 13.41	\$ 268.29	\$ 11.44	\$ 228.80	\$ 14.35	\$ 287.00				
30	KTK-R-1A Fuse 600 Volt	20	\$ 7.87	\$ 157.41	\$ 7.30	\$ 146.00	\$ 8.45	\$ 169.00				
31	KTK-R-2A Fuse 600 Volt	20	\$ 7.87	\$ 157.41	\$ 7.30	\$ 146.00	\$ 8.45	\$ 169.00				
32	KTK-R-3A Fuse 600 Volt	20	\$ 7.87	\$ 157.41	\$ 7.30	\$ 146.00	\$ 8.45	\$ 169.00				
33	KTK-R-5A 600 Volt	20	\$ 7.87	\$ 157.41	\$ 7.30	\$ 146.00	\$ 8.45	\$ 169.00				
34	KTK-R-10A Fuse	20	\$ 7.87	\$ 157.41	\$ 7.30	\$ 146.00	\$ 8.45	\$ 169.00				
35	KTK-R-20A Fuse 600 Volt	20	\$ 7.87	\$ 157.41	\$ 7.30	\$ 146.00	\$ 8.45	\$ 169.00				
36	KTK-R-30A Fuse 600 Volt	20	\$ 7.87	\$ 157.41	\$ 7.30	\$ 146.00	\$ 8.45	\$ 169.00				
37	FNM-30A Fuse 600 Volt Time/Delay	20	\$ 3.07	\$ 61.38	\$ 2.95	\$ 59.00	\$ 3.36	\$ 67.20				
38	T-6.25A Fuse 250 Volt	20	\$ 6.38	\$ 127.51	\$ 8.28	\$ 165.60	\$ 6.82	\$ 136.40				
39	T-12A Fuse 250 Volt	20	\$ 2.61	\$ 52.27	\$ 8.63	\$ 172.60	\$ 7.11	\$ 142.20				
40	T-15A Fuse 250 Volt	20	\$ 2.61	\$ 52.27	\$ 3.48	\$ 69.60	\$ 2.87	\$ 57.40				
41	T-20A Fuse 250 Volt	20	\$ 2.63	\$ 52.67	\$ 3.48	\$ 69.60	\$ 2.87	\$ 57.40				
42	FRS-R-2A Fuse 600 Volt	20	\$ 8.81	\$ 176.22	\$ 7.37	\$ 147.40	\$ 9.45	\$ 189.00				
43	FRS-R-6A Fuse 600 Volt	20	\$ 8.20	\$ 163.94	\$ 6.84	\$ 136.80	\$ 8.78	\$ 175.60				
44	FRS-R-7A Fuse 600 Volt	20	\$ 8.62	\$ 172.46	\$ 7.21	\$ 144.20	\$ 9.24	\$ 184.80				
45	FRS-R-10A Fuse 600 Volt	20	\$ 8.84	\$ 176.81	\$ 6.84	\$ 136.80	\$ 8.78	\$ 175.60				
46	FRS-R-15A Fuse 600 Volt	20	\$ 7.09	\$ 141.77	\$ 6.25	\$ 125.00	\$ 7.75	\$ 155.00				
47	FRS-R-20A Fuse 600 Volt Time/Delay	20	\$ 7.09	\$ 141.77	\$ 6.05	\$ 121.00	\$ 7.75	\$ 155.00				
48	FRS-R-30A Fuse 600 Volt Time/Delay	20	\$ 7.09	\$ 141.77	\$ 6.04	\$ 120.80	\$ 7.75	\$ 155.00				
49	FRS-R-35A Fuse 600 Volt Time/Delay	20	\$ 12.43	\$ 248.69	\$ 10.67	\$ 213.40	\$ 13.28	\$ 265.60				
50	FRS-R-40A Fuse 600 Volt Time/Delay	10	\$ 12.43	\$ 248.69	\$ 10.67	\$ 106.70	\$ 13.28	\$ 265.60				
51	FRS-R-60A Fuse 600 Volt Time/Delay	20	\$ 12.43	\$ 248.69	\$ 10.36	\$ 207.20	\$ 13.28	\$ 265.60				
52	ECS-R-60A Fuse 600 Volt Time/Delay	20	\$ -	\$ -	\$ 10.36	\$ 207.20	\$ 13.28	\$ 265.60				
53	ECS-R-80A Fuse 600 Volt Time/Delay	20	\$ 25.64	\$ 512.82	\$ 22.05	\$ 441.00	\$ 27.46	\$ 549.20				
54	ECS-R-100A Fuse 600 Volt Time/Delay	20	\$ 25.64	\$ 512.82	\$ 21.60	\$ 432.00	\$ 27.56	\$ 549.20				

			Kendall Electrical Supply Company		All Phase Electric Supply Col.		Standard Electric Company		Voss Lighting, Inc.		Electrical Terminal Service	
					All materials subject to manufacturer increases with 30 days notice.		Please note that all manufacturers material subject with manufacturers price increases and decreases		All materials subject to manufacturer increases with 30 days notice.			
ITEM #	DESCRIPTION	RELEASE QTY.	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
GROUP XVI - WIRE												
1	#14 AWG Black THHN Wire	1000	\$ 54.45	\$ 54.45	\$ 79.96	\$ 79.96	\$ 65.64	\$ 65.64				
2	#14 AWG Green THHN Wire	1000	\$ 54.45	\$ 54.45	\$ 79.96	\$ 79.96	\$ 65.64	\$ 65.64				
3	#14 AWG White THHN Wire	1000	\$ 54.45	\$ 54.45	\$ 79.96	\$ 79.96	\$ 65.64	\$ 65.64				
4	#14 AWG Red THHN Wire	1000	\$ 54.45	\$ 54.45	\$ 79.96	\$ 79.96	\$ 65.64	\$ 65.64				
5	#14 AWG Green MTW Wire	1000	\$ 41.58	\$ 41.58	\$ 109.55	\$ 109.55	\$ 76.62	\$ 76.62				
6	#14 AWG White MTW Wire	1000	\$ 41.58	\$ 41.58	\$ 109.55	\$ 109.55	\$ 76.62	\$ 76.62				
7	#14 AWG Red MTW Wire	1000	\$ 41.58	\$ 41.58	\$ 109.55	\$ 109.55	\$ 76.62	\$ 76.62				
8	#14 AWG Blue MTW Wire	1000	\$ 41.58	\$ 41.58	\$ 109.55	\$ 109.55	\$ 76.62	\$ 76.62				
9	#12 AWG Green THHN Wire	1000	\$ 79.20	\$ 79.20	\$ 124.82	\$ 124.82	\$ 94.25	\$ 94.25				
10	#12 AWG White THHN Wire	1000	\$ 79.20	\$ 79.20	\$ 124.82	\$ 124.82	\$ 94.25	\$ 94.25				
11	#12 AWG Red THHN Wire	1000	\$ 79.20	\$ 79.20	\$ 124.82	\$ 124.82	\$ 94.25	\$ 94.25				
12	#12 AWG Black THHN Wire	1000	\$ 79.20	\$ 79.20	\$ 124.82	\$ 124.82	\$ 94.25	\$ 94.25				
13	#10 AWG Green THHN Wire	1000	\$ 119.79	\$ 119.79	\$ 175.55	\$ 175.55	\$ 142.44	\$ 142.44				
14	#10 AWG White THHN Wire	1000	\$ 119.79	\$ 119.79	\$ 175.55	\$ 175.55	\$ 142.44	\$ 142.44				
15	#10 AWG Red THHN Wire	1000	\$ 119.79	\$ 119.79	\$ 175.55	\$ 175.55	\$ 142.44	\$ 142.44				
16	#10 AWG Black THHN Wire	1000	\$ 119.79	\$ 119.79	\$ 175.55	\$ 175.55	\$ 142.44	\$ 142.44				
17	4-pair CAT-5 #24 AWG	1000	\$ 77.22	\$ 77.22	\$ 80.00	\$ 80.00	\$ 65.25	\$ 65.25				
18	2 Conductor #18 AWG Shielded Wire	1000	\$ 232.65	\$ 232.65								
19	#14/3 SJ Cord	250	\$ 208.89	\$ 52.22	\$ 399.99	\$ 99.99	\$ 385.41	\$ 96.36				
20	#22 AWG Solid Black Wire	250	\$ 68.31	\$ 17.08								
21	#22 AWG Solid Red Wire	250	\$ 68.31	\$ 17.08								
22	#22 AWG Solid Green Wire	250	\$ 68.31	\$ 17.08								
23	#22 AWG Solid Yellow Wire	250	\$ 68.31	\$ 17.08								
24	#22 AWG Solid Blue Wire	250	\$ 68.31	\$ 17.08								
25	#12 AWG MTW Red or Black	250	\$ 58.41	\$ 14.60	\$ 198.46	\$ 49.61						
26	#10 AWG MTW Red or Black	250	\$ 89.10	\$ 22.28								
27	#12 AWG MTW Red or Black	250	\$ 58.41	\$ 14.60	\$ 198.46	\$ 49.61						

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR MEDIAN AND
MISCELLANEOUS MOWING FOR 2012, 2013, AND 2014

WHEREAS:

1. On October 25, 2011, the City received seven bids for Median and Miscellaneous Mowing.
2. The City maintains, mows and edges approximately 30 acres of medians and 168 miscellaneous locations throughout the City during approximately twenty-six weeks each year.
3. Natural Landscapes, LLC., submitted the lowest bid of \$24,938.00 to mow the medians and Public Works site for 2012, 2013, and 2014.
4. Kuiper Landscape Management, submitted the lowest bid of \$19,804.00 to mow the 168 miscellaneous locations for 2012, 2013, and 2014.
5. Sufficient funds have been appropriated in the Major Street Maintenance account 202-441-46300-930.000 and the Local Street Maintenance account 203-441-46300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council awards the bid for mowing the medians and Public Works site to Natural Landscapes, LLC., in the amount of \$24,938.00.
2. The Wyoming City Council also awards the bid for mowing 168 miscellaneous locations to Kuiper Landscape Management, in the amount of \$19,804.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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:

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Bid Tabulation

STAFF REPORT

DATE: December 13, 2011

SUBJECT: Award of Bid for Median and Miscellaneous Mowing

FROM: William D. Dooley, Director of Public Works

Date of Meeting: December 19, 2011

RECOMMENDATION

It is recommended that the City Council award the bid to Natural Landscapes for the mowing of medians and Public Works site portion of the bid. It is also recommended that the City Council award the bid to Kuiper Landscape Management for mowing the cul-de-sac and miscellaneous parcel portion of the bid.

SUSTAINABILITY CRITERIA

Environmental Quality

This program keeps the weeds from spreading through the neighborhoods.

Social Equity

This program is spread throughout the entire City. The cost of the program is covered by the Motor Fuel Tax collected by the State of Michigan

Economic Strength

Mowing the medians and miscellaneous locations maintains aesthetics of the community and contributes to maintaining property values.

DISCUSSION

On Tuesday, October 25, 2011, the City received seven bids for median and miscellaneous mowing. Invitations to bid were sent to seven prospective bidders. The bid is for mowing the areas the Public Works operation is responsible for over the next three years. The medians and Public Works site account for 30.12 acres at 10 separate locations that are mowed every week. The cul-de-sacs account for 76 locations that are mowed once every 2 weeks. The miscellaneous parcels account for 92 locations that are mowed every 2-8 weeks depending upon the location.

Two of the bidders submitted NO BID's. Natural Landscapes submitted the lowest bid for the medians and Public Works site portion of the bid. Kuiper Landscape Management submitted the lowest bid for the cul-de-sac and miscellaneous location portions of the bid. A tabulation of the bids is attached.

BUDGET IMPACT

Sufficient funds have been budgeted in the Major Street Maintenance and Local Street Maintenance accounts, 202-441-46300-930000 and 203-441-46300-930000.

WDD:wsz

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

ON MEDIAN & MISCELLANEOUS MOWING

Opened By: City Clerk On October 25, 2011 At 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date of award of bid.

	Brookview Lawn Care	First Class Seasonal Solutions	Prey's Landcare	Heyboer Landscape Maintenance	Kuiper Landscape Mgt	Mr. Bill's Lawn Service	Natural Landscapes
MEDIANS AND PUBLIC SERVICE BUILDING							
2012	NO BID	\$ 24,765.50	\$ 28,262.00	NO BID	\$ 27,950.00	\$ 27,820.00	\$ 24,938.00
2013	NO BID	\$ 25,507.04	\$ 28,262.00	NO BID	\$ 27,950.00	\$ 29,250.00	\$ 24,938.00
2014	NO BID	\$ 26,271.44	\$ 28,262.00	NO BID	\$ 27,950.00	\$ 30,680.00	\$ 24,938.00
GRUB-DE-SACS, SHOVEL-SACS, DEAD ENDS & ISLANDS							
2012	NO BID	\$ 25,675.00	\$ 15,808.00	NO BID	\$ 7,904.00	\$ 39,520.00	\$ 22,724.00
2013	NO BID	\$ 26,445.25	\$ 15,808.00	NO BID	\$ 7,904.00	\$ 41,496.00	\$ 22,724.00
2014	NO BID	\$ 27,235.25	\$ 15,808.00	NO BID	\$ 7,904.00	\$ 43,472.00	\$ 22,724.00
MISCELLANEOUS PARCELS AND VISION OBSTRUCTIONS							
2012	NO BID	\$ 18,729.15	\$ 15,765.00	NO BID	\$ 11,900.00	\$ 30,230.00	\$ 19,400.00
2013	NO BID	\$ 19,315.38	\$ 15,765.00	NO BID	\$ 11,900.00	\$ 31,188.00	\$ 19,400.00
2014	NO BID	\$ 19,868.31	\$ 15,765.00	NO BID	\$ 11,900.00	\$ 33,490.00	\$ 19,400.00
TOTAL ANNUAL COST FOR ALL LOCATIONS							
2012	NO BID	\$ 69,169.65	\$ 59,835.00	NO BID	\$ 47,754.00	\$ 97,570.00	\$ 67,062.00
2013	NO BID	\$ 71,267.67	\$ 59,835.00	NO BID	\$ 47,754.00	\$ 101,934.00	\$ 67,062.00
2014	NO BID	\$ 73,375.00	\$ 59,835.00	NO BID	\$ 47,754.00	\$ 107,642.00	\$ 67,062.00
COST PER ACRE:							
	NO BID	\$ 31.00	\$ 10.00	NO BID	\$ 40.00	\$ 60.00	\$ 38.00
MIN. COST PER STOP:							
	NO BID	\$ 25.00	\$ 40.00	NO BID	\$ 10.00	\$ 40.00	\$ 15.00

ORDINANCE NO. 2-12

AN ORDINANCE TO ADD A DEFINITION TO
SECTION 90-18 DEFINITIONS "R", SECTIONS 90-67
AND 90-507(10) TO THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That the following Definition is hereby added to Section 90-18, Definitions "R" of the Code to read as follows:

(R) Residential facilities to house persons on parole or probation: Any single family, multiple family, hotel/motel or similar facility which houses more than 2 persons on parole or probation to the State of Michigan, the United States or any court thereof having jurisdiction over that person for an offense other than a misdemeanor offense as defined by law.

This definition shall not apply to a single family residence occupied by persons meeting the definition of Family as provided in this Chapter and shall only apply to each individual building in a multiple building apartment complex.

Section 2. That Section 90-67 is hereby added to the Code to read as follows:

90-67. Residential facilities to house persons on parole or probation.

Residential facilities to house persons on parole or probation to the State of Michigan, the United States of America, or any contracting agencies thereof shall not be allowed in any residential or commercial zoned area in the City. Such facilities shall be allowed in an I-2 zone as a special use approval.

Section 3. That Section 90-507(10) is hereby added to the Code to read as follows:

(10) Residential facilities to house persons on parole or probation.

Section 14. This ordinance shall be in full force and effect on the _____ day of _____, 2012.

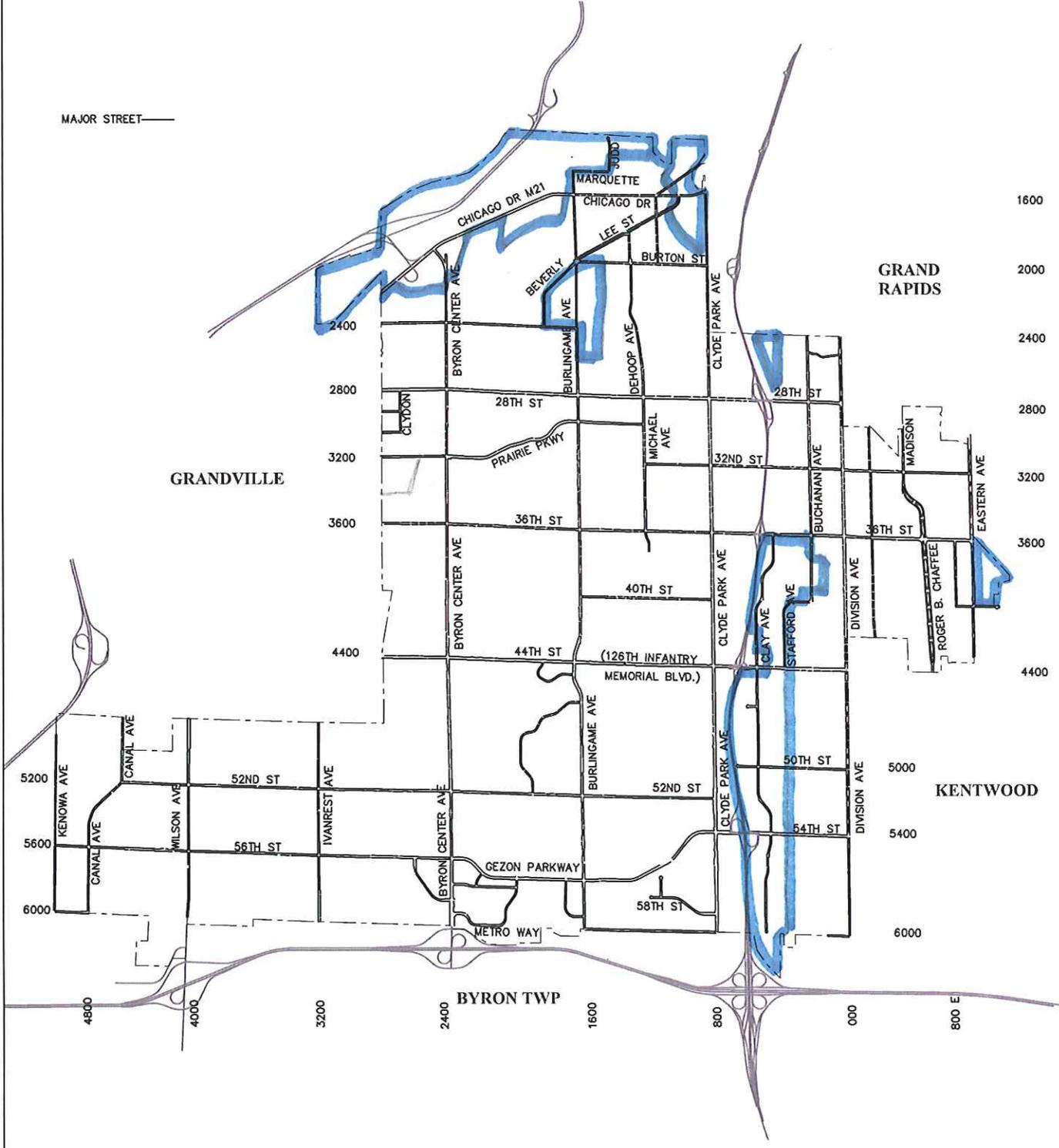
I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a session of the City Council held on the ____ day _____, 2012.

Heidi A. Isakson
City Clerk

I-2 GENERAL INDUSTRIAL ZONED DISTRICTS



MAJOR STREET ———



GRANDVILLE

GRAND RAPIDS

KENTWOOD

BYRON TWP

1600
2000
2400
2800
3200
3600
4400
5000
5400
6000

4800

4000

3200

2400

1600

800

000

800 E



October 25, 2011

MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Dan Burrill

AT-LARGE COUNCILMEMBER
Kent Vanderwood

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Chapter 90 Sections 90-18, 90-67 and 90-507 pertaining to Residential Facilities to House Persons on Parole or Probation.

Recommendation: To approve the subject Zoning Code amendments.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 18, 2011. Staff had the following comments:

During the past two years, certain motels within the City of Wyoming have, as a substantial part of their residency base, become a placement center for State and Federal parolees and probationers. The placement of these parolees and probationers was done without notice or consultation with City or police officials. Only after an increased volume of police calls and the death of a recently terminally ill parolee, did it come to the attention of the Police Department that the Michigan Department of Corrections was placing large numbers of parolees, many of who are convicted sex offenders, in these motels. The challenge now to our Police Department is to somehow handle these increased service demands and monitoring requirements, without funding support from either the State or Federal governments (see attached).

Recent events have suggested that the City of Wyoming may be in line to take additional parolees in facilities beyond that of the current motels. If this were to occur, City staff is deeply concerned with the increased attention that would be required of the Police Department. In addition, we are concerned with the probability of stigmatizing particular areas that could lead to the detriment of nearby commercial and residential properties.

The proposed Zoning Code amendments are intended to significantly restrict, but not outright ban, the location of residential facilities housing people on parole or probation. Such facilities would be relegated to the I-2 General Industrial zoning district, and in addition, would require special use approval from the Planning Commission.

ORDINANCE AMENDMENTS:

Section 90-18. Definitions "R"

Residential facilities to house persons on parole or probation: Any single family, multiple family, hotel/motel or similar facility which houses more than 2 persons on parole or probation to the State of Michigan, the United States or any court thereof having jurisdiction over that person for an offense other than a misdemeanor offense as defined by law.

Section 90-67. Residential facilities to house persons on parole or probation.

Residential facilities to house persons on parole or probation to the State of Michigan, the United States of America, or any contracting agencies thereof shall not be allowed in any residential or commercial zoned area in the City. Such facilities shall be allowed in an I-2 zone as a special use approval.

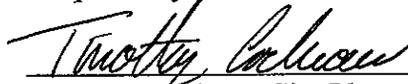
Section 90-507 Permitted uses after special approval (I-2 General Industrial District)

(10) Residential facilities to house persons on parole or probation.

The Development Review Team suggested the Planning Commission recommend to the City Council the subject Zoning Code amendments to Section 90-18, Section 90-67 and Section 90-507 pertaining to residential facilities to house persons on parole or probation.

At the public hearing, three spoke regarding their concerns with the City enacting new regulations to limit residential facilities for parolees. One letter expressing similar concerns was also received. A motion was made by Hegyi, supported by Woodruff, to recommend to City Council the Zoning Code amendments as recommended by the DRT. After discussion, the motion carried 8-1. Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of October 18, 2011.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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

Police Department

Telephone (616) 530-7300

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Curtis L. Holt

October 4, 2011

Mr. Tim Cochran, City Planner
City of Wyoming, Planning Department
1155 28th Street SW
Wyoming, Michigan 49509

Dear Tim;

This letter is in response to our previous discussions on the possibility of a local realtor and property owner opening another location in the City, to house State and Federal parolees. As we discussed, to add an additional 10-30 parolees to the current number of more than 200 active parolees located in our City, would place an additional burden on our already strained City resources.

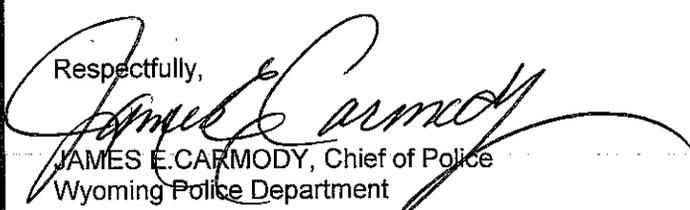
Over the past five years, the Wyoming Police Department has lost 17 fulltime police positions, its Communication's Center (14 FTE's) and six (6) civilian support staff. Aside from the ever increasing public service demands, we now find ourselves having to monitor; not only more than 200 active parolees (some of who are sex offenders), but an additional 290 registered sex offenders.

We assist the Michigan Department of Corrections (MDOC) several times a year in conducting residence and room verifications on their current probationers and parolees. In addition, registered sex offenders are required to report anywhere from every quarter - to annually - at the police department for resident verification registration. On average, it takes between 30 to 60 minutes per sex offender to register, and then we have to send officers into the field to verify the offender's residence.

All of these requirements are based on existing State and Federal laws. These are, as you well know, mandates forced upon us by the State and Federal government with no funding. To add another facility to that process creates a very distinct, yet unnecessary safety issue for the City and its residents.

Consequently, I have recommended that an ordinance be adopted to restrict the allowance of such facilities in the future. We will also continue to seek legislation that will prohibit the MDOC from placing probationers or parolees in locations, just because it is convenient. I ask that this issue be presented to the Planning Commission for their support as well.

Respectfully,


JAMES E. CARMODY, Chief of Police
Wyoming Police Department



POLICE CHIEF
James E. Carmody

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