

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 16, 2012, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of April 2, 2012 and the work session of April 9, 2012
- 7) Approval of Agenda**
- 8) Public Hearings**
 1. Use of the 2012 Edward Byrne Memorial Justice Grant Funds for Program Activities (7:01 p.m.)
- 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
 1. Expense Report for Mayor Paul – Commission on Accreditation for Law Enforcement Convention
 2. Expense Report for Councilmember Bolt – Michigan Municipal League Capital Conference
 3. Expense Report for Councilmember Voorhees – Michigan Municipal League Capital Conference
 - b) From City Manager
- 13) Budget Amendments**
 - 1) Budget Amendment No. 33 – To Appropriate \$110,000 of Budgetary Authority as a Result of Higher than Anticipated Cost of Fuel
- 14) Consent Agenda**

(All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Council member, that member may request removal from the Consent Agenda.)

 - a) To Set a Public Hearing on the Proposed Budget for 2012-2013 for the City of Wyoming
 - b) To Appoint Douglas Broek as a Member of the Parks and Recreation Commission for the City of Wyoming
 - c) To Appoint Heidi A. Isakson as a Member of the Building Authority of the City of Wyoming
- 15) Resolutions**

- d) To Authorize the Mayor and City Clerk to Execute an Interlocal Agreement for the Purpose of Creating the West Michigan Economic Development Partnership
- e) To Authorize Settlement of the Case of J.P. Dermody, Inc. V City of Wyoming and Wyoming Board of Zoning Appeals Kent County Circuit Court Case No. 11-10079-CZ and to Authorize the City Attorney to Sign the Settlement Documents

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

- f) To Award a Contract for Dog Park Parking Lot Improvements (Budget Amendment No. 34)
- g) To Award a Contract for the 2012 Resurfacing Program (Budget Amendment No. 35)
- h) To Accept a Proposal for Inspection of the Low Service Intakes and Pipeline
- i) To Authorize Michigan Pavement Markings to Perform the Annual Major Street Pavement Marking for 2012
- j) To Authorize the Mayor and City Clerk to Execute a Cost Sharing Agreement for Storm Water Pretreatment Improvements to the 58th Street Regional Detention Basin
- k) To Accept a Proposal for Water Treatment Plant Pumping Systems Operational Evaluation and to Accept an Amendment to the Phase 1B Plant Expansion Project
- l) For Award of Bids
 - 1. Water Plant Residual Hauling and Disposal

17) Ordinances

5-12 To Amend Sections 78-1 and 78-41 of the Code of the City of Wyoming (Michigan Vehicle Code) (FINAL READING)

6-12 To Add Sections 78-4 and 78-5 to the Code of the City of Wyoming (Michigan Vehicle Code) (FINAL READING)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO SET A HEARING DATE FOR THE PUBLIC HEARING ON THE
PROPOSED BUDGET FOR 2012-2013 FOR THE CITY OF WYOMING

WHEREAS:

1. State law and the City Charter require that a public hearing be held concerning the proposed budget for 2012-2013 for the City of Wyoming, and
2. Said budget has been presented to the City Council, and
3. It is deemed advisable to establish a date for a public hearing on the budget, and
4. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing;

NOW, THEREFORE, BE IT RESOLVED:

1. That May 7, 2012 at 7:01 p.m. is hereby established as the hearing date on the proposed annual budget for the City of Wyoming. This public hearing is to be held in the City Council Chambers at Wyoming City Hall, 1155 - 28th Street SW, Wyoming, Michigan and
2. The City Clerk shall publish the notice in the form as attached.

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:

City of Wyoming "*Notice of Public Hearing on the proposed budget for 2012 – 2013*"

CITY OF WYOMING
Notice of Public Hearing
on the proposed budget for 2012 - 2013

Pursuant to Section 8.3 of the Charter of the City of Wyoming, notice is hereby given that a public hearing on the following proposed budget will be held at the Wyoming City Council Chambers, 1155 28th Street SW, on May 7, 2012, at 7:01 pm.

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

July 1, 2012 - June 30, 2013

	<u>Expenditures</u>
General Fund *	\$ 29,839,450
Major Streets	3,132,040
Local Streets	1,455,720
Parks and Recreation	3,541,040
Sidewalk Snow Removal	307,900
Solid Waste Disposal	562,570
Building Inspections	1,428,440
Community Development Block Grant	784,550
Library	394,950
Debt Service Funds	1,041,900
Capital Improvement Fund	5,537,290
Sewer	17,072,340
Water	22,683,230
Motor Pool	<u>4,446,570</u>
GRAND TOTAL ALL BUDGETS	<u>\$ 92,227,990</u>

** Includes all police and fire expenditures*

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

Heidi A. Isakson
Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT DOUGLAS BROEK AS A MEMBER OF
THE PARKS AND RECREATION COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Douglas Broek has submitted an application requesting appointment to the Parks and Recreation Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2015.
3. City Council wishes to appoint Douglas Broek as a member of the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Douglas Broek as a member of the Parks and Recreation Commission of the City of Wyoming for the unexpired term ending June 30, 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 HEIDI A. ISAKSON AS A MEMBER OF
THE BUILDING AUTHORITY OF THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in a term ending June 30, 2013.
2. City Council wishes to appoint Heidi A. Isakson as a member of the Building Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Heidi A. Isakson as a member of the Building Authority for the term ending June 30, 2013.

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. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN INTERLOCAL AGREEMENT FOR THE PURPOSE OF CREATING THE
WEST MICHIGAN ECONOMIC DEVELOPMENT PARTNERSHIP

WHEREAS:

1. The State of Michigan created the Next Michigan initiative to encourage cooperative partnerships between governmental units to allow access to incentives to attract new businesses that depend on multimodal commerce.
2. Representatives from the counties of Kent and Muskegon, the townships of Cascade and Muskegon, the cities of Muskegon, Kentwood, Grand Rapids and Wyoming, as well as the Gerald R. Ford International Airport wish to create the West Michigan Economic Development Partnership.
3. The purpose of this partnership is to administer the economic development objectives of the participants while providing access to tools available through the Next Michigan initiative.
4. Public Act 275 allows Michigan Economic Development Corporation (MEDC) to designate up to five entities that may access the Next Michigan resources.
5. Under the Urban Cooperation Act, applicants to the Next Michigan program must have an executed Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute an agreement with the counties of Kent and Muskegon, the townships of Cascade and Muskegon, the cities of Muskegon, Kentwood, Grand Rapids, as well as the Gerald R. Ford International Airport to form the West Michigan Economic Development Partnership.

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 Report

Resolution No. _____

Staff Report

Date: 04/09/2012
Subject: Next Michigan Initiative
From: Barb VanDuren, Deputy City Manager
Meeting Date: April 16, 2012 City Council Meeting

Recommendation:

Staff recommends authorizing the Mayor and City Clerk to execute an interlocal agreement for the purpose of creating the West Michigan Economic Development Partnership.

Sustainability Criteria:

Environmental Quality – Because part of the Next Michigan initiative focuses on multimodal transportation, this partnership will have the opportunity to explore and take advantage of existing regional transportation assets. In the long term, this could have a positive environmental impact.

Social Equity – Due to the partnership, participants would have access to the same economic tools, which would in effect, “level the playing field” and eliminate businesses moving from jurisdiction to jurisdiction in an attempt to secure incentives.

Economic Strength – Creating this partnership will ensure the same incentives are offered throughout the region, in addition, it specifies certain incentives must be used to recruit businesses and industries not currently located in the State of Michigan. This will have the effect of marketing and attracting businesses to the City of Wyoming, as well as the region.

Discussion:

Traditional economic development incentives have typically positioned one jurisdiction against another, giving businesses the opportunity to relocate in an effort to secure incentives. This can be devastating to communities, causing instability as tax revenues and jobs leave the community. The Next Michigan initiative calls for partnership between jurisdictions, includes incorporation of multi-modal transportation and requires that business recruitment focus on businesses that are not currently located in the State of Michigan. This partnership will give the City of Wyoming access to additional incentives and highlight Wyoming’s economic development priorities on a larger scale.

I would like to have this information presented to the City Council at its April 16 meeting. Should the City Council concur, I have prepared the attached resolution for the consideration of executing the interlocal agreement to allow the City of Wyoming to participate in the West Michigan Economic Development Partnership.

Budget Impact:

At this time, there is no budget impact in establishing the West Michigan Economic Development Partnership.

**INTERLOCAL AGREEMENT FOR THE WEST MICHIGAN ECONOMIC
DEVELOPMENT PARTNERSHIP**

This **INTERLOCAL AGREEMENT** is entered into pursuant to Act No. 7 of the Public Acts of Michigan of 1967 (hereinafter defined), including the powers and authorities granted under the Acts set forth below between the signatory parties hereto (“Parties” or “Local Government Unit”) for the purpose of creating the West Michigan Economic Development Partnership (“Authority”) a separate legal entity and public body corporate, to administer the economic development objectives and purposes set forth herein.

RECITALS

WHEREAS, the Parties have determined that the establishment of a Next Michigan Development Corporation pursuant to Act No. 275 of the Public Acts of 2010 (“Act 275”) offers significant regional economic development opportunities and benefits.

WHEREAS, the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess. (“Act 7”), permits a public agency to exercise jointly with any other public agency any power, privilege or authority which such public agencies share in common and which each might exercise separately.

WHEREAS, the Parties desire to create a separate legal and administrative entity to administer the provisions of this Agreement. The Authority is intended to serve this purpose and to qualify as an eligible Act 7 entity under Act 275.

WHEREAS, each Party has the power, privilege and authority to perform various economic development activities and administrative functions supportive of economic development activities and to enter into this Agreement.

WHEREAS, each Party, by resolution of its governing body, has approved and is authorized to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Parties covenant and agree as follows:

ARTICLE I DEFINITIONS

The following words and expressions, whenever initially capitalized, whether used in the singular or plural, possessive or nonpossessive and/or either within or without quotation marks shall be defined and interpreted as follows:

Section 1.01 “Act 7” means the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967 (Ex Sess), as amended.

Section 1.02 “Act 275” means the Next Michigan Development Act, Act No. 275 of the Public Acts of Michigan, 2010.

Section 1.03 “Agreement” means this Interlocal Agreement, dated as of the Effective Date.

Section 1.04 "Authority" means the separate legal entity and public body corporate established and created pursuant to this Agreement, which will administer and implement the economic development objectives and activities set forth herein. The Authority shall be deemed an "eligible Act 7 entity" as that term is defined in Act 275 and shall have the powers granted under Act 7 and Act 275.

Section 1.05 "Authority Board" means the governing body of the Authority created by Article VI of this Agreement.

Section 1.06 "Days" means calendar days, unless otherwise expressly provided.

Section 1.07 "Development Corporation" or "Next Michigan Development Corporation" means that term as defined in Act 275.

Section 1.08 "Effective Date" means the later of the dates on which a fully executed copy of this Agreement, pursuant to Section 10 of Act 7, is filed with (i) the Michigan Department of State, Office of the Great Seal, (ii) the Kent County Clerk, and (iii) the Muskegon County Clerk.

Section 1.09 "Eligible next Michigan business" means that term as defined in Section 3 of the Michigan Economic Growth Authority Act, Act No. 24 of the Public Acts of Michigan, 1995, as amended.

Section 1.10 "'Eligible urban entity" means that term as defined in Act 275.

Section 1.11 "Fiscal Year" means the fiscal year of the Authority, which shall begin on July 1 of each year and end on June 30 of each year, or such other fiscal year as may be determined from time to time by the Authority Board.

Section 1.12 "FOIA" or "Freedom of Information Act" means the Freedom of Information Act, Act No. 442 of the Public Acts of Michigan, 1976, as amended.

Section 1.13 "Local Government Unit" shall mean any Party organized as a Michigan city, village, township, charter township or county which is a signatory under this Agreement.

Section 1.14 "Michigan strategic fund" means the Michigan strategic fund as described in the Michigan Strategic Fund Act, Act No. 270 of the Public Acts of Michigan, 1984, as amended.

Section 1.15 "Next Michigan Development District" means that term as defined in Act 275 which area may also be referred to in this Agreement as "Development Area."

Section 1.16 "OMA" or "Open Meetings Act" means the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended.

Section 1.17 "Party" or "Parties" means, either individually or collectively, as applicable, a Local Government Unit which is a signatory to this Agreement.

Section 1.18 "Person" means any individual, authority, profit or non-profit corporation, partnership, limited liability company, university, joint venture, trust, association, chamber of commerce, travel and visitors center, or other legal entity.

Section 1.19 "Public Agency" means that term as defined in Act 7.

Section 1.20 "West Michigan Economic Development Partnership" shall be the name of the Authority as approved for next Michigan development corporation status is approved by the Michigan strategic fund in accordance with Act 275.

ARTICLE II CREATION OF THE AUTHORITY

Section 2.01 Creation and Legal Status of the Authority. In accordance with Act 7, a separate legal entity and public body corporate is hereby created to be known as the "West Michigan Economic Development Partnership Authority" for the purpose of administering and executing this Agreement (the "Authority"). The Authority shall have the powers provided for in this Agreement. If approved by the Michigan strategic fund in accordance with Act 275, the Authority shall thereafter be referred to as the West Michigan Economic Development Partnership.

Section 2.02 Participating Parties. The participating parties to this Agreement are _____, _____, _____, _____, and _____.

Section 2.03 Geographic Boundaries. The boundaries of the Authority, within which it may exercise its powers, shall be limited to the boundaries of the Parties, as more particularly described in Exhibit A attached and made a part hereof, it being understood that the boundaries in this Exhibit may be amended from time to time to incorporate the boundaries of new Parties to this Agreement.

Section 2.04 Principal Office. The principal office of the Authority is _____, Michigan 4____, or such other location as may be determined from time to time by the Authority Board.

Section 2.05 Compliance with Law. The Authority shall comply with all federal and state laws, rules, and regulations.

Section 2.06 Independent Contractor. At all times and for all purposes under this Agreement, each Party will be solely responsible for the acts of its own employees, agents, and servants. No Party will be responsible for the employees of the Authority or any other Party as a result of entering into this Agreement.

Section 2.07 No Third Party Beneficiaries. Unless expressly provided herein, this Agreement does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Agreement, and/or any other right of any kind, in favor of any Person.

ARTICLE III
PURPOSE

Section 3.01 Purpose. The purpose of the Authority is to take advantage of the provisions of State laws, now ~~or hereafter~~ enacted, enabling the creation and administration of a Next Michigan Development Corporation in accordance with Act 275 in order to enhance economic development opportunities within a Next Michigan Development District generally, and to attract facilities and employment within the District. It is not intended that employment will be transferred as a result of the creation of the Authority or the exercise of the powers authorized by this Agreement. The Authority may exercise powers granted by State laws in the joint exercise of shared powers, privileges or authority of the Parties and perform successful, effective and efficient economic development programs and functions throughout the geographic boundaries of the Authority. Shared powers shall include coordinating complementary local programs and functions of the Parties and focusing on businesses needing two or more modes of transportation for their operation. In addition, efforts will be undertaken to secure the development of national and international companies and to facilitate the streamlining of the permitting process at the local governmental level. Subject to the approval of the parties hereto, to the extent that State laws are enacted or amended subsequent to the Effective Date to provide for additional powers which may be exercised by the Authority, as hereafter recognized by statute, the Parties desire and intend that the Authority be empowered and authorized to exercise such powers to the full extent permitted by law from and after such enactment or amendment, without further amendment to this Agreement, subject only to the limitations set forth in this Agreement.

ARTICLE IV
GENERAL POWERS OF THE AUTHORITY

Section 4.01 Powers Granted Under Act 7. In carrying out its purposes, the Authority may perform, or perform with any Person, as applicable, any power, privilege, or action related to economic development that the Parties share in common and that each might exercise separately to the fullest extent permitted by Act 7 and as authorized by this Agreement. Notwithstanding the foregoing, the powers granted to the Authority shall include the power to:

- (a) Make or enter into contracts;
- (b) Employ agencies or employees;
- (c) Acquire, construct, manage, maintain, or operate buildings, works, or improvements;

(d) Acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property;

(e) Incur debts, liabilities, or obligations that, unless expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties;

(f) Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under Act 7;

(g) Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;

(h) Form other entities necessary to further the purposes of the Agreement which other entities shall have powers and limitations not exceeding that of the Authority; and

(i) Sue and be sued;

(j) Charge fees to third parties as necessary to administer this Agreement;

(k) Promulgate necessary rules and provision for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement;

(l) Apply for and accept gifts, grants, assistance funds, or bequests from public or private foundations, agencies or other entities, and use the same for the purposes of this Agreement. The Authority may apply for and accept grants, loans, or contributions from any source. The Authority may do anything within its power to secure the grants, loans, or other contributions;

(m) Make claims for federal or state aid payable to a Party on account of the execution of this Agreement;

(n) Respond for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;

(o) Invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;

(p) Employ legal, financial and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities; and

(q) Study, develop, and prepare the reports or plans the Authority considers necessary to further the purposes of this Agreement and to monitor and evaluate performance under this Agreement.

(r) Make application to the Michigan strategic fund for approval as a next Michigan development corporation.

Section 4.02 Powers Under Act 275. In addition to the powers enumerated under Act 7 referenced above, the Authority may, after approval of its status as a next Michigan development corporation, exercise all powers vested through Act 275 including:

(a) Marketing the Authority.

(b) Seeking and attracting “eligible next Michigan businesses” to the Development Area including:

(1) Businesses engaged in the shipment of tangible personal property via multimodal commerce;

(2) Supply chain businesses providing a majority of their services to businesses engaged in the shipment of tangible personal property, including inventory, via multimodal commerce;

(3) Manufacturing or assembly facilities receiving a majority of their production components via multimodal commerce;

(4) Manufacturing or assembly facilities shipping a majority of their products via multimodal commerce; or

(5) Light manufacturing or assembly facilities that package, label, or customize products and ships those products via multimodal commerce.

(6) Manufacturers engaged in food processing and renewable energy.

(c) Exercising the powers granted by State law including:

(1) The Renaissance Zone Act, Act No. 376 of the Public Acts of Michigan, 1996, as amended.

(2) The Local Development Financing Act, Act No. 281 of the Public Acts of Michigan, 1986, as amended.

(3) The Plant Rehabilitation and Industrial Development Districts Act, Act No. 198 of the Public Acts of Michigan, 1974, as amended.

(4) Section 9f of the General Property Tax Act, Act No 206 of the Public Acts of Michigan, 1893, as amended.

(d) Perform any other activity authorized by Act 275.

(e) The Authority shall not exercise any power identified in Sections 4.01(m), 4.02(c) or 4.02(d) within the boundaries of a Local Government Unit without the consent of that Local Government Unit.

Section 4.03 Notes; Limitations. Any bond or note issued by the Authority shall be a debt of the Authority.

Section 4.04 Tax Limitation. The Authority is not authorized to levy any type of property tax millage. Nothing contained in this Agreement, however, prevents one or more of the Parties from levying taxes in their own right and assigning the revenue from such taxes to the Authority to the extent permitted by law.

Section 4.05 No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided by law. In accordance with Act 7, the Authority shall not be operated for profit, and it shall be engaged in the performance of governmental functions.

ARTICLE V SPECIFIC POWERS OF THE AUTHORITY; LIMITATIONS

Section 5.01 Master Development Plan. The Authority, in collaboration with and subject to the approval of the Local Government Units, shall have the power to promulgate a master development plan or similar plan as required by the specific act being used for that area within the boundaries of the Development Area of the Authority.

Section 5.02 Application Criteria and Review; Incentives; Approval. The Authority shall have the power to prepare and process application materials; establish, seek and accept applications from prospective developers and businesses; establish criteria for development, except as such discretion is limited by this Agreement or law; consult with the State officials having subject matter jurisdiction in respect of applications and approvals; monitor the performance of applicants; and make recommendations regarding applications to State officials or entities, a Local Government Unit, or any other Person having subject matter jurisdiction.

Section 5.03 Infrastructure Planning and Development. The Authority may work with state and local government officials in the planning and development of infrastructure within the geographic territory of the Authority, including without limitation, coordinating efforts with local commercial realtors.

Section 5.04 Site Selection. The Authority may assist prospective developers and businesses with the selection of development sites within the geographic territory of the Authority.

Section 5.05 Marketing; Business Attraction. The Authority may conduct marketing and business attraction efforts on behalf of itself and the Development Area.

Section 5.06 Real Estate Development. The Authority may provide consultation to assist any Person with respect to the development of real estate within the geographic territory of the Authority.

Section 5.07 Regulatory Assistance and Processing. The Authority may provide assistance to prospective developers and businesses with respect to applying for and obtaining any necessary or advisable licenses, permits or approvals from federal, State and local government entities.

Section 5.08 Local Government Assistance. The Authority may provide assistance to Local Government Units with implementing and coordinating economic development programs within the geographic territory of the Authority.

ARTICLE VI AUTHORITY BOARD

Section 6.01 Authority Board Composition. The Authority shall be governed by a Board of Directors. Each Party shall appoint a member to the Authority Board, and members of the Authority Board shall serve at the pleasure of the appointing Party for terms as established by each Party as permitted by law.

(a) Each Party entitled to membership on the Authority Board shall have the ability to appoint one (1) alternate member to serve in a permanent member's place if the permanent member is absent from an Authority Board meeting. Appointment of the alternate shall be made by the appointing authority in writing with a copy to the Authority.

(b) A vacancy on the Authority Board shall be filled in the same manner as the original appointment for the balance of the unexpired term.

(c) All Authority Board members may be removed by the appointing authority at will.

Section 6.02 Regular Meetings. The Authority Board shall meet at least annually within the Authority's boundaries at the place, date, and time as the Authority Board shall determine. Notwithstanding the foregoing, the Authority Board may meet with such frequency as it deems advisable and it shall annually adopt a schedule of meetings. All meetings shall comply with the Open Meetings Act.

Section 6.03 Special Meetings. Special meetings may be called upon the request of three or more members of the Authority Board or upon the call of the Chairperson.

Section 6.04 Quorum and Voting. A majority of the Authority Board holding office shall constitute a quorum. Unless provided elsewhere in this Agreement or in by-laws adopted by the Authority Board, a majority vote of those present and voting shall be required to take action or otherwise for the transaction of business.

Section 6.05 Authority Board Powers and Responsibilities. The Authority Board shall do all of the following by a majority vote of those present and voting unless otherwise provided:

(a) Upon the recommendation of the Authority Board, adopt by-laws and rules of procedure governing the Authority Board and their respective actions and meetings. Initial by-laws and rules of procedure shall be adopted within six months of the first meeting of the Authority Board.

(b) Elect individuals to fill the positions of Chairperson, Vice Chairperson, Secretary and Treasurer.

(c) Cause to be conducted an annual independent audit of the Authority in accordance with State law and distribute copies of the same to all Parties to this Agreement.

(d) Approve the annual budget in accordance with State law and subject to appropriations from the Parties.

(e) Evaluate the Authority's performance under this Agreement and law and recommend changes.

(f) Create committees and appoint individuals to serve thereon.

Section 6.06 Compensation. Members of the Authority Board shall receive no compensation for the performance of their duties, but each member shall be reimbursed for such member's actual, reasonable expenses in carrying out those duties.

Section 6.07 Conflicts of Interest. The Authority Board shall adopt policies and procedures requiring the periodic disclosure of relationships (not less than annually) which may give rise to conflicts of interest. The policies and procedures shall require that a member of the Authority Board or the officer who has a direct or indirect interest in any matter before the Authority disclose the member's interest and any reasons reasonably known to the officer or member of the Authority Board why the transaction may not be in the best interest of the public before the Authority Board takes any action with respect to the matter. The disclosure shall become part of the record of the Authority's proceedings. Subject to relevant provisions of State law, the policies and procedures also shall have the objective of precluding the opportunity for and the occurrence of transactions by the Authority that would create a conflict of interest involving members of the Authority Board, officers and employees of the Authority. At a minimum, these policies shall include compliance by each member of the Authority Board, Officers, and employees of the Authority who regularly exercise significant discretion over the award and management of Authority projects with policies governing the following:

(a) Immediate disclosure of the existence and nature of any financial interest of an individual or immediate family member that would reasonably be expected to create a conflict of interest.

(b) Withdrawal by an employee or member from participation in or discussion or evaluation of any recommendation or decision involving an Authority project that would reasonably be expected to create a conflict of interest for that employee or member.

ARTICLE VII OFFICERS

Section 7.01 Election. The Authority Board, at its first meeting of a calendar year, shall elect a Chairperson, Vice-Chairperson, a Secretary and a Treasurer who shall hold their offices for one year or until their successors are duly elected. These officers shall exercise such powers and perform such duties as determined from time to time by the Authority Board.

Section 7.02 Vacancies. Vacancies in office shall be filled by appointments made by the Authority Board for the balance of the unexpired term.

Section 7.03 Compensation. Officers shall receive no compensation for the performance of their duties, but each officer shall be reimbursed for such officer's actual, reasonable expenses in carrying out those duties.

ARTICLE VIII DURATION OF, WITHDRAWAL FROM, AND TERMINATION OF INTERLOCAL AGREEMENT

Section 8.01 Duration. The Authority shall commence on the Effective Date and continue for a term of five years unless earlier terminated in accordance with this Article VIII.

Section 8.02 Withdrawal by a Party. Any Party may withdraw from the Agreement at any time upon giving six (6) months advance written notice to the Authority and the Authority thereafter shall, upon receipt of notice, initiate no project or activity within the geographic boundaries of the withdrawing Party; provided that if the Authority has incurred debts or obligations which also are debts or obligations of a Party on account of having been expressly authorized by the Party in accordance with Sec. 7(2) of Act 7, the Party shall remain obligated for any such payment following its withdrawal from the Agreement, less any credit granted for assets consistent with Section 9.02; and provided further that the withdrawal of a Party shall not invalidate nor terminate prior to its stated termination date any Master Development Plan or Tax Increment Financing Plan or the collection of Tax Increment Revenues, or any other economic development incentive previously established or granted prior to the withdrawal of the Party, and the withdrawing Party shall be deemed to remain a Party if necessary for the limited purpose of preserving any of the foregoing incentives; and provided further that in the event of a withdrawal by a Party, the Authority shall not extend the effective term of any of the foregoing incentives beyond its stated termination date. In the event that a withdrawing party is a county, the Authority shall have not authority to subsequently exercise its powers within the geographic boundaries of said withdrawing county.

Section 8.03 Termination. This Agreement may continue until terminated by the first to occur of the following:

- (a) The Authority fails to meet those legal qualifications required for next Michigan development corporation status;
- (b) A vote to terminate by three-fourths (3/4) of the voting members of the Authority Board then serving in office; or
- (c) Expiration of the stated term of the Agreement.

Section 8.04 Disposition upon Termination. As soon as possible after termination of this Agreement, the Authority shall wind up its affairs consistent with the following:

- (a) All of the Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Authority and distribution of its assets shall be paid first; and
- (b) The remaining assets, if any, shall be distributed among the remaining Parties in accordance with Act 7 or other relevant law, and otherwise in proportion to their contributions to the Authority.

ARTICLE IX CONTRIBUTIONS

Section 9.01 Fees. The activities of the Authority may be funded by a variety of sources including, without limitation, payments from each Local Government Unit as established by the Authority and the Local Governmental Units. Notwithstanding the foregoing, all fees, charges, or contributions of any kind or description that are intended by the Authority to be paid by a Local Government Unit are subject to appropriation by said Local Government Unit.

Section 9.02 Personal Property, Assets, Services, Employees. With the approval of the Authority, any Party may make contributions of personal property, assets, services or employees deemed necessary to the creation or operational support of the Authority. The reasonable value of such contributions shall be credited against the Party's applicable fees as established pursuant to Section 9.01. The reasonable value of personal property or assets shall be determined by the Authority Board, in its sole discretion.

Section 9.03 Acts and Omissions. The Authority shall only be liable for its own acts or omissions which occur after the Effective Date and none of the Parties shall be liable for any acts or omissions of the Authority.

Section 9.04 Execution of Documents. The Authority and each Party shall cooperate in order to execute and deliver to the Authority any and all documents including bills of sale, assignments, and certificates necessary or appropriate to effectuate each Party's contribution to the Authority.

ARTICLE X
ADMISSION OF OTHER PARTIES

Section 10.01 Procedure. Following the Effective Date, a Public Agency may become a Party by submitting a written request to the Chairperson or Authority Board and pursuant to guidelines established by the Authority Board, payment of any applicable fee and in accordance with law. The Authority Board shall submit the request to the Local Government Units to this Agreement, which shall approve or deny the request. Upon approval of the admission, and without amendment to this Agreement being required, the newly-admitted Party shall appoint a member to the Authority Board and the number of members serving on the Authority Board shall be increased accordingly. Approval of this Agreement shall be by resolution of the entity seeking to become a Party.

Section 10.02 Effective Date. The effective date of admission of a Party is the date on which a fully executed copy of this Agreement which contains the name and signatory of the newly admitted Party is filed with Michigan Department of State, Office of the Great Seal, and filed with the County Clerk of each county which is a Party to this Agreement pursuant to Section 10 of Act 7.

Section 10.03 Not an Amendment to Agreement. The admission of additional Parties after the initial Effective Date of this Agreement shall not constitute an amendment to or alternative form of this Agreement nor change the Effective Date. Any amendment to or alternative form of this Agreement may be made only in accordance with Section 13.10.

ARTICLE XI
BOOKS AND REPORTS

Section 11.01 Accrual Basis. The Authority shall maintain its books of account on an accrual basis of accounting, except as otherwise required by law.

Section 11.02 Authority Records. The Authority shall keep and maintain at its principal office all documents and records of the Authority. The records of the Authority shall include a copy of this Agreement along with a listing of the names and addresses of the Parties. Such records and documents shall be maintained until termination of this Agreement. All Authority documents shall be open to review by any Party to this Agreement at the Authority's office during regular business hours.

Section 11.03 Financial Statements and Reports. The Authority shall cause to be prepared at least annually, at Authority expense, audited financial statements prepared in accordance with State law and with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accountant. A copy of the annual financial statement and report shall be filed with the State Department of Treasury within six months after the end of the Authority's Fiscal Year in accordance with law, and copies filed with each Party.

Section 11.04 Freedom of Information Act. The Authority is subject to and shall comply with the Freedom of Information Act; provided, however, that any particular legal protections afforded to confidential public records as set forth in Section 7 of Act 275 shall be honored by the Authority.

ARTICLE XII FINANCES

Section 12.01 Annual Budget. The Authority's budget shall be subject to and comply with State law. The Treasurer annually shall prepare and the Authority Board, by a majority vote of all Parties, appointed (not just those present) shall approve a budget for the Authority for each Fiscal Year. Each budget shall be approved not less than 15 days prior to the beginning of the Fiscal Year.

Section 12.02 Deposits and Investments. The Authority shall deposit and invest funds of the Authority, not otherwise employed in carrying out the purposes of the Authority, in accordance with an investment policy established by the Authority Board and consistent with State law regarding the investment of public funds.

Section 12.03 Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Authority Board.

ARTICLE XIII MISCELLANEOUS

Section 13.01 Notices. Notice of all meetings of the Authority Board shall be given in the manner required by the Michigan Open Meetings Act. In addition, at least three days prior to the date set for the holding of any meeting of the Authority Board, written notice of the time and place of such meeting shall be sent by email or other electronic means to each Authority Board member, as the case may be, at the email or other appropriate address of such member appearing on the records of the Authority. Notwithstanding the foregoing, meetings may be held with 18 hours' notice if all members of the Authority Board waive the three-day notice requirement. Every notice by email or other electronic means shall be deemed duly served as of 5:00 p.m., prevailing Eastern Time, next following the actual time when the notice is transmitted, as recorded by the Authority's communication system. The Chairperson or his or her designee may, but shall not be required to, cause additional written notice to be provided to a member or members by mailing such notice via regular U.S. mail not less than seven days prior to the date set for the holding of the meeting to the address of such member or members appearing on the records of the Authority. Mailed notice shall be deemed duly served on the second business day following the day when the same has been deposited in the United States mail with postage fully prepaid and addressed to the sender as provided above.

Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party shall be sent to that Party by email or other electronic means at the email or other appropriate address of such Party appearing on the records of the

Authority, with a written copy by first class mail. All such written notices including any notice of withdrawal as provided herein shall to be sent to each other Party's signatory to this Agreement, or that signatory's successor at the address as set forth above such Party's signature, or to such other address provided by the Party to the Authority from time to time.

Section 13.02 Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

Section 13.03 No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

Section 13.04 Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.

Section 13.05 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Section 13.06 Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.

Section 13.07 Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 13.08 Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 13.09 Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to binding arbitration consistent with the procedures then in effect and promulgated by the American Arbitration Association.

Section 13.10 Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Authority.

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CITY OF _____
DATE: _____ By: _____
Its: _____
By: _____
Its: _____

CITY OF _____
DATE: _____ By: _____
Its: _____
By: _____
Its: _____

COUNTY OF _____
DATE: _____ By: _____
Its: _____
By: _____
Its: _____

COUNTY OF _____
DATE: _____ By: _____
Its: _____
By: _____
Its: _____

EXHIBIT A
DISTRICT DESCRIPTION

574016.11

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE SETTLEMENT OF THE
CASE OF J.P. DERMODY, INC. V CITY OF WYOMING
AND WYOMING BOARD OF ZONING APPEALS
KENT COUNTY CIRCUIT COURT CASE NO. 11-10079-CZ
AND TO AUTHORIZE THE CITY ATTORNEY TO SIGN THE
SETTLEMENT DOCUMENTS

WHEREAS:

1. Plaintiff has filed two appeals to the Kent County Circuit Court appealing decisions of the Board of Zoning Appeals of the City of Wyoming regarding the J.P. Dermody property at 1456 – 28th Street S.W., Wyoming, Michigan.
2. The appeals ask for a ruling overturning the action of the Board of Zoning Appeals or in the alternative request significant monetary damages.
3. The Circuit Court ordered facilitative mediation in an effort to resolve this case without the necessity of further hearings or trial.
4. Mediation was held on March 28, 2012, which resulted in a provisional settlement agreement subject to approval of the City Council.
5. The settlement agreement will allow the owners limited use of the property and income from the property while waiting for future 28th Street redevelopment.
6. The settlement will allow resolution of the issues without further costs to the City and eliminate any potential for financial liability to the City.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council hereby authorizes the settlement of the case of J.P. Dermody, Inc. v City of Wyoming and City of Wyoming Board of Zoning Appeals in accordance with the provisional settlement agreement dated March 28, 2012.
2. The City Attorney is hereby authorized to execute any necessary documents required by the Court to complete the settlement agreement.

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:

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AWARD A CONTRACT FOR DOG PARK PARKING LOT
IMPROVEMENTS

WHEREAS:

1. The age and condition of the parking area adjacent to the Wyoming Dog Park, located within Marquette Park behind Kimble Field, requires major maintenance to restore life of the asphalt surface and create a safer parking area for dog park visitors.
2. On April 10, 2012, the City received five (5) bids for the dog park parking lot improvements, with A-1 Asphalt, Inc. submitting the low bid of \$8,164.60.
3. The low bid is 19.2% below the City Engineer's estimate.
4. Funds were raised by the Citizens for Dog Park's Committee for this project and initially authorized to be spent through account 208-752-75600-956.010 *Other Services Dog Park*. A transfer via a budget amendment to the account 208-752-75600-975.183 *Capital Outlay Dog Park* allowing for appropriate budgetary classification is now necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the contract to A-1 Asphalt, Inc in the amount of \$8,164.60.
2. 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

Attachment: Budget Amendment

Resolution No. _____

City of Wyoming Bid Comparison

Contract ID: 149.12
Contract Year: 2012
Description: Kimble Dog Park Parking Lot
Location: Kimble Park Wyoming, Michigan
Projects(s): 149.12

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$10,095.00	23.64%	0%
1	(05059) A-1 Asphalt, Inc.	\$8,164.60	0%	-19.12%
2	(08551) Superior Asphalt, Inc.	\$9,395.00	15.06%	-6.93%
3	(08370) Lee's Trenching Service, Inc.	\$9,539.00	16.83%	-5.50%
4	(_21) Rieth-Riley Construction	\$13,980.00	71.22%	38.48%
5	(_23) Michigan Paving & Materials Co.	\$18,860.00	130.99%	86.82%

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) A-1 Asphalt, Inc. Bid Price	Total	(2) Superior Asphalt, Inc. Bid Price	Total
0001	1000	MOBILIZATION	1.00	LS	\$3,000.00	\$3,000.00	\$390.00	\$390.00	\$710.00	\$710.00
0002	6100	SITE GRADING	1.00	LS	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,560.00	\$1,560.00
0003	6295	ADJUST CASTINGS	3.00	EA	\$300.00	\$900.00	\$400.00	\$1,200.00	\$200.00	\$600.00
0004	6337	BITUMINOUS MIXTURE - 1300T36A	60.00	T	\$70.00	\$4,200.00	\$86.11	\$5,166.60	\$85.00	\$5,100.00
0005	6485	PAVEMENT MARKING REGULAR 4" YELLOW	120.00	Lft	\$0.50	\$60.00	\$0.90	\$108.00	\$0.75	\$90.00
0006	6486	PAVEMENT MARKING REGULAR 4" BLUE	100.00	Lft	\$0.50	\$50.00	\$1.00	\$100.00	\$0.75	\$75.00
0007	7005	TOP SOIL 4" SCREENED	70.00	SY	\$4.50	\$315.00	\$5.00	\$350.00	\$10.00	\$700.00
0008	7015	CLASS A SEED HYDRO-MULCH	70.00	SY	\$1.00	\$70.00	\$5.00	\$350.00	\$8.00	\$560.00
Bid Totals:						\$10,095.00		\$8,164.60		\$9,395.00

Line	Pay Item Code	Description	Quantity	Units	(3) Lee's Trenching Service, Inc. Bid Price	(3) Lee's Trenching Service, Inc. Total	(4) Rieth-Riley Construction Bid Price	(4) Rieth-Riley Construction Total	(5) Michigan Paving & Materials Co. Bid Price	(5) Michigan Paving & Materials Total
0001	1000	MOBILIZATION	1.00	LS	\$685.00	\$685.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
0002	6100	SITE GRADING	1.00	LS	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	\$3,100.00	\$3,100.00
0003	6295	ADJUST CASTINGS	3.00	EA	\$150.00	\$450.00	\$400.00	\$1,200.00	\$470.00	\$1,410.00
0004	6337	BITUMINOUS MIXTURE - 1300T36A	60.00	T	\$100.00	\$6,000.00	\$150.00	\$9,000.00	\$145.00	\$8,700.00
0005	6485	PAVEMENT MARKING REGULAR 4" YELLOW	120.00	Lft	\$1.20	\$144.00	\$1.00	\$120.00	\$2.50	\$300.00
0006	6486	PAVEMENT MARKING REGULAR 4" BLUE	100.00	Lft	\$1.20	\$120.00	\$1.00	\$100.00	\$2.50	\$250.00
0007	7005	TOP SOIL 4" SCREENED	70.00	SY	\$6.00	\$420.00	\$3.00	\$210.00	\$15.00	\$1,050.00
0008	7015	CLASS A SEED HYDRO-MULCH	70.00	SY	\$6.00	\$420.00	\$5.00	\$350.00	\$15.00	\$1,050.00
Bid Totals:						\$9,539.00		\$13,980.00		\$18,860.00

City of Wyoming Bid Tabulation by Bidder

Contract ID: 149.12
Contract Year: 2012
Location: Kimble Park Wyoming, Michigan
Description: Kimble Dog Park Parking Lot

Project Number: 149.12
Estimate Number: 1
Project Type: Miscellaneous
Location: Kimble Park Wyoming, Michigan

Project Engineer: Carlos Caceres
Date Created: 2/6/2012
Fed/State #: N/A
Fed Item: N/A
Control Section:

Description: Kimble Dog Park parking lot

Bidder: (05059) A-1 Asphalt, Inc.

Line	Pay Item	Description	Quantity	Units	Bid Price	Total
0001	1000	MOBILIZATION	1.00	LS	\$390.000	\$390.00
0002	6100	SITE GRADING	1.00	LS	\$500.000	\$500.00
0003	6295	ADJUST CASTINGS	3.00	EA	\$400.000	\$1,200.00
0004	6337	BITUMINOUS MIXTURE - 1300T36A	60.00	T	\$86.110	\$5,166.60
0005	6485	PAVEMENT MARKING REGULAR 4" YELLOW	120.00	Lft	\$0.900	\$108.00
0006	6486	PAVEMENT MARKING REGULAR 4" BLUE	100.00	Lft	\$1.000	\$100.00
0007	7005	TOP SOIL 4" SCREENED	70.00	SY	\$5.000	\$350.00
0008	7015	CLASS A SEED HYDRO-MULCH	70.00	SY	\$5.000	\$350.00

Bid Total: \$8,164.60

RESOLUTION NO. _____

RESOLUTION TO AWARD A CONTRACT FOR THE
2012 RESURFACING PROGRAM

WHEREAS:

1. Part of the City of Wyoming annual major maintenance of streets includes rotomilling and resurfacing asphalt pavement throughout the City.
2. The 2012 Wyoming Resurfacing Program includes locations throughout Wyoming which are in need of repair as shown on the attached map.
3. On April 10, 2012, the City received three (3) bids for the 2012 Resurfacing Program with Michigan Paving and Materials Company submitting the low bid of \$881,177.48.
4. The bid is \$237,657.52 or 21.2% below the Engineer's estimate and is in the best interest of the City to perform the aforementioned work.
5. The costs for this project can be financed out of the Local and Major Street Maintenance account numbers 203-441-46300-930000 and 202-441-46300-930000, respectively, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the 2012 Wyoming Resurfacing contract to Michigan Paving and Materials Company in the amount of \$881,177.48.
2. The City Council hereby approves 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

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: April 16, 2012

Budget Amendment No. 035

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate and transfer \$1,014,100 of budgetary authority to provide funding for Resurfacing Projects.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Major Streets Fund</u>				
Public Works - Street Maintenance - Repairs and Maintenance 202-441-46300-930.000	(\$14,060)	\$314,100		\$300,040
Public Works - Transfers to Local Street - Transfers 202-441-48400-999.002	\$450,000	\$700,000		\$1,150,000
Fund Balance/Working Capital (Fund 202)			\$ 1,014,100	
<u>Local Streets Fund</u>				
Transfer from Major Streets Fund 203-699.002	\$450,000	\$700,000		\$1,150,000
Public Works - Street Maintenance - Repairs and Maintenance 203-441-46300-930.000	\$2,360	\$700,000		\$702,360
Fund Balance/Working Capital				

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: April 11, 2012
Subject: 2012 Resurfacing Program - Award of Bid
From: William D. Dooley, Director of Public Works
Meeting Date: April 10, 2012

Recommendation:

Staff recommends awarding the 2012 Resurfacing Program contract to Michigan Paving and Materials Company for submitting the low bid of \$881,177.48, 21.2% below the Engineer's estimate.

Sustainability Criteria:

Environmental Quality – Smooth pavement provides greater fuel efficiency and reduces maintenance on vehicles travelling the roadways.

Social Equity – The resurfacing program is based upon reducing the required maintenance of streets based upon their current condition and is not influenced by social considerations during selection of priority.

Economic Strength – Providing a well maintained infrastructure will add to the economic strength of a community allowing safe and efficient commercial and vehicular travel.

Discussion:

On April 10, 2012, the City of Wyoming received three (3) bids for the 2012 Resurfacing Program. Michigan Paving and Materials Company submitted the low bid of \$881,177.48 which is 21.2% below the Engineer's estimate. This annual program involves the milling and resurfacing of streets throughout the city as shown on the attached map. The project cost is \$1,000,000 including Engineering and Contingencies, which can be financed out of the Local and Major Street Maintenance account numbers 203-441-46300-930000 and 202-441-46300-930000 respectively, but a budget amendment is necessary.

It is recommended that the City Council award the 2012 Resurfacing Program to Michigan Paving and Materials Company in the amount of \$881,177.48.

Budget Impact:

Funds are available in the Street Maintenance fund, but a budget amendment is necessary.

Attachments: Bid Tabulation
Contract Form
Map
Budget Amendment

City of Wyoming Bid Comparison

Contract ID: 150A.12
Contract Year: 2012
Description: 2012 Wyoming Resurfacing
Location: Various
Project(s): 150A.12

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEERS ESTIMATE	\$1,118,835.00	26.97%	0%
1	(_23) Michigan Paving & Materials Co.	\$881,177.48	0%	-21.24%
2	(08551) Superior Asphalt, Inc.	\$923,534.25	4.80%	-17.45%
3	(_21) Rieth-Riley Construction	\$968,106.34	9.86%	-13.47%

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Michigan Paving & Materials Co. Bid Price	Total	(2) Superior Asphalt, Inc. Bid Price	Total
0001	1000	MOBILIZATION	1.00	LS	\$20,000.00	\$20,000.00	\$2,000.00	\$2,000.00	\$22,750.00	\$22,750.00
0002	1008	REMOVE CURB & GUTTER	1,730.00	LF	\$12.00	\$20,760.00	\$10.00	\$17,300.00	\$6.00	\$10,380.00
0003	1142	REMOVE EX COVER AND CASTINGS	109.00	EA	\$200.00	\$21,800.00	\$200.00	\$21,800.00	\$183.00	\$19,947.00
0004	1210	COLD MILLING EXISTING PAVEMENT - 3"	41,365.00	SY	\$1.00	\$41,365.00	\$0.56	\$23,164.40	\$0.90	\$37,228.50
0005	1217	COLD MILLING EXISTING PAVEMENT-4"	4,887.00	SY	\$2.00	\$9,774.00	\$1.08	\$5,277.96	\$1.25	\$6,108.75
0006	4031	Drainage Structure Castings	109.00	Ea	\$375.00	\$40,875.00	\$380.00	\$41,420.00	\$310.00	\$33,790.00
0007	5065	ADJUST EX VALVE BOX	6.00	EA	\$200.00	\$1,200.00	\$200.00	\$1,200.00	\$380.00	\$2,280.00
0008	6210	SIDEWALK RAMP, 4"	3,450.00	SF	\$3.00	\$10,350.00	\$3.10	\$10,695.00	\$3.60	\$12,420.00
0009	6240	CONCRETE CURB AND GUTTER, 30"	1,730.00	Lft	\$15.00	\$25,950.00	\$14.20	\$24,566.00	\$12.50	\$21,625.00
0010	6295	ADJUST CASTINGS	109.00	EA	\$250.00	\$27,250.00	\$290.00	\$31,610.00	\$410.00	\$44,690.00
0011	6305	HAND PATCHING	15.00	TON	\$80.00	\$1,200.00	\$90.00	\$1,350.00	\$90.00	\$1,350.00
0012	6333	BITUMINOUS MIXTURE - 3C	2,914.00	TON	\$68.00	\$198,152.00	\$52.41	\$152,722.74	\$54.00	\$157,356.00
0013	6335	BITUMINOUS MIXTURE - 4C	8,863.00	TON	\$68.00	\$602,684.00	\$54.66	\$484,451.58	\$54.00	\$478,602.00
0014	6411	INLAID COLD PLASTIC PAVEMENT MARKING, 24"	340.00	Lft	\$1.50	\$510.00	\$12.00	\$4,080.00	\$8.00	\$2,720.00
0015	6412	INLAID COLD PLASTIC PAVEMENT MARKING, 24"	170.00	Lft	\$1.50	\$255.00	\$12.00	\$2,040.00	\$8.00	\$1,360.00
--STOP BAR										

Line Description	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Michigan Paving & Materials Co. Bid Price	Total	(2) Superior Asphalt, Inc. Bid Price	Total	
0016	6455	4.00	EA	\$150.00	\$600.00	\$200.00	\$800.00	\$125.00	\$500.00	
COLD PLASTIC PAVEMENT MARKING LEDGEND										
-(ONLY)										
0017	6460	10.00	EA	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$95.00	\$950.00	
COLD PLASTIC PAVEMENT MARKING SYMBOL										
-(LEFT-TURN ARROW)										
0018	7005	982.00	SY	\$4.00	\$3,928.00	\$4.40	\$4,320.80	\$8.00	\$7,856.00	
TOP SOIL 4" SCREENED										
0019	7015	982.00	SY	\$1.00	\$982.00	\$2.00	\$1,964.00	\$1.00	\$982.00	
CLASS A SEED HYDRO-MULCH										
0020	8000	1.00	LS	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	
FLAG CONTROL										
0021	8010	1.00	LS	\$45,000.00	\$45,000.00	\$13,975.00	\$13,975.00	\$20,000.00	\$20,000.00	
MINOR TRAFFIC CONTROL DEVICES										
0022	8110	20.00	EA	\$150.00	\$3,000.00	\$80.00	\$1,600.00	\$80.00	\$1,600.00	
BARRICADE TYPE III LIGHTED - FURNISHED										
0023	8111	20.00	EA	\$50.00	\$1,000.00	\$10.00	\$200.00	\$10.00	\$200.00	
BARRICADE TYPE III LIGHTED - OPERATED										
0024	8120	4.00	EA	\$350.00	\$1,400.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	
LIGHTED ARROW TYPE A - FURNISHED										
0025	8121	4.00	EA	\$200.00	\$800.00	\$100.00	\$400.00	\$100.00	\$400.00	
LIGHTED ARROW TYPE A - OPERATED										
0026	2040055	382.00	Syd	\$10.00	\$3,820.00	\$15.00	\$5,730.00	\$10.00	\$3,820.00	
Sidewalk, Rem										
0027	8030010	100.00	Ft	\$30.00	\$3,000.00	\$59.50	\$5,950.00	\$67.75	\$6,775.00	
Detectable Warning Surface										
0028	8110231	5,340.00	Ft	\$0.35	\$1,869.00	\$0.20	\$1,068.00	\$0.28	\$1,495.20	
Pavt Mrlkg, Waterborne, 4 inch, White										
0029	8110232	4,460.00	Ft	\$0.35	\$1,561.00	\$0.20	\$892.00	\$0.28	\$1,248.80	
Pavt Mrlkg, Waterborne, 4 inch, Yellow										
0030	8120250	250.00	Ea	\$25.00	\$6,250.00	\$18.00	\$4,500.00	\$18.00	\$4,500.00	
Plastic Drum, High Intensity, Furn										
0031	8120330	4.00	Ea	\$2,500.00	\$10,000.00	\$1,950.00	\$7,800.00	\$1,950.00	\$7,800.00	
Sign, Portable, Changeable Message, Furn										

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE	(1) Michigan Paving & Materials Co.	(2) Superior Asphalt, Inc.
Description				Bid Price	Bid Price	Bid Price
0032	8120331	4.00	Ea	\$500.00	\$300.00	\$300.00
Sign, Portable, Changeable Message, Oper				\$2,000.00	\$1,200.00	\$1,200.00
Bid Totals:				\$1,118,835.00	\$881,177.48	\$923,534.25

Line	Pay Item Code	Description	Quantity	Units	(3) Rieth-Riley Construction Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	MOBILIZATION	1.00	LS	\$9,000.00	\$9,000.00				
0002	1008	REMOVE CURB & GUTTER	1,730.00	LF	\$10.00	\$17,300.00				
0003	1142	REMOVE EX COVER AND CASTINGS	109.00	EA	\$200.00	\$21,800.00				
0004	1210	COLD MILLING EXISTING PAVEMENT - 3"	41,365.00	SY	\$0.66	\$27,300.90				
0005	1217	COLD MILLING EXISTING PAVEMENT-4"	4,887.00	SY	\$3.35	\$16,371.45				
0006	4031	Drainage Structure Castings	109.00	Ea	\$380.00	\$41,420.00				
0007	5065	ADJUST EX VALVE BOX	6.00	EA	\$200.00	\$1,200.00				
0008	6210	SIDEWALK RAMP .4"	3,450.00	SF	\$3.60	\$12,420.00				
0009	6240	CONCRETE CURB AND GUTTER, 30"	1,730.00	Lft	\$12.50	\$21,625.00				
0010	6295	ADJUST CASTINGS	109.00	EA	\$290.00	\$31,610.00				
0011	6305	HAND PATCHING	15.00	TON	\$150.00	\$2,250.00				
0012	6333	BITUMINOUS MIXTURE - 3C	2,914.00	TON	\$58.10	\$169,303.40				
0013	6335	BITUMINOUS MIXTURE - 4C	8,863.00	TON	\$59.33	\$525,841.79				
0014	6411	INLAID COLD PLASTIC PAVEMENT MARKING, 24"	340.00	Lft	\$8.00	\$2,720.00				
0015	6412	CROSSWALK INLAID COLD PLASTIC PAVEMENT MARKING, 24"	170.00	Lft	\$8.00	\$1,360.00				
		STOP BAR								

Line	Pay Item Code	Description	Quantity	Units	(3) Rieth-Riley Construction Bid Price	Total	Bid Price	Total	Bid Price	Total
0016	6455	COLD PLASTIC PAVEMENT MARKING LEDGEND	4.00	EA	\$125.00	\$500.00				
0017	6460	COLD PLASTIC PAVEMENT MARKING SYMBOL (LEFT-TURN-ARROW)	10.00	EA	\$95.00	\$950.00				
0018	7005	TOP SOIL 4" SCREENED	982.00	SY	\$4.40	\$4,320.80				
0019	7015	CLASS A SEED HYDRO-MULCH	982.00	SY	\$2.00	\$1,964.00				
0020	8000	FLAG CONTROL	1.00	LS	\$6,700.00	\$6,700.00				
0021	8010	MINOR TRAFFIC CONTROL DEVICES	1.00	LS	\$19,600.00	\$19,600.00				
0022	8110	BARRICADE TYPE III LIGHTED - FURNISHED	20.00	EA	\$80.00	\$1,600.00				
0023	8111	BARRICADE TYPE III LIGHTED - OPERATED	20.00	EA	\$10.00	\$200.00				
0024	8120	LIGHTED ARROW TYPE A - FURNISHED	4.00	EA	\$400.00	\$1,600.00				
0025	8121	LIGHTED ARROW TYPE A - OPERATED	4.00	EA	\$100.00	\$400.00				
0026	2040055	Sidewalk, Rem	382.00	Syd	\$15.00	\$5,730.00				
0027	8030010	Detectable Warning Surface	100.00	Ft	\$67.75	\$6,775.00				
0028	8110231	Pavt Mrkg, Waterborne, 4 inch, White	5,340.00	Ft	\$0.28	\$1,495.20				
0029	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	4,460.00	Ft	\$0.28	\$1,248.80				
0030	8120250	Plastic Drum, High Intensity, Furn	250.00	Ea	\$18.00	\$4,500.00				
0031	8120330	Sign, Portable, Changeable Message, Furn	4.00	Ea	\$1,950.00	\$7,800.00				

Line	Pay Item Code	Quantity	Units	(3) Rieth-Riley Construction					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0032	8120331	4.00	Ea	\$300.00	\$1,200.00				
Sign, Portable, Changeable Message, Oper									
Bid Totals:					\$968,106.34				

CONTRACT

THIS CONTRACT AWARDED on the 16th day of April 2012 by and between the CITY OF WYOMING, Kent County, Michigan, party of the first part, hereinafter called the "City" and

**MICHIGAN PAVING & MATERIALS COMPANY
2575 HAGGERTY ROAD STE 100
CANTON MI 48188**

party of the second part, hereinafter called the "Contractor."

Witnesseth, that the City and the Contractor, for the considerations hereinafter mentioned, agree as follows:

ARTICLE I - THE CONTRACT

The following shall be deemed to be part of this Contract:

- A. Performance Bond, Payment Bond, and Resolution from Board of Directors**
- B. Information for Bidders**
- C. Bid Proposal Form**
- D. Award of Bid**
- E. Certificate of Insurance (Naming the City of Wyoming as additionally insured)**
- F. Subcontract Provision**
- G. Letter of Credit (5% of Annual Contract Amount)**
- H. Equal Employment Opportunity Statement**
- I. All Provisions required by law to be inserted in this contract, whether actually inserted or not.**
- J. Special Specifications as listed below:**

SEE ATTACHED

ARTICLE II - SCOPE OF THE WORK - SUBJECT MATTER

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary to perform all of the work shown on the drawing and described in the specifications for the project entitled:

2012 WYOMING RESURFACING PROGRAM

all in accordance with the requirements and provisions of the Contract. The Contractor likewise agrees to do all incidental and appurtenant work in connection therewith.

ARTICLE III - TIME OF COMPLETION

The work to be performed under this contract shall be completed on or before July 20, 2012. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect or default of the City, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the City Manager or his authorized representative.

ARTICLE IV - LIQUIDATED DAMAGES

Should the work under this Agreement not be finished within the time specified, the City is hereby authorized to deduct out of the money which may be due or become due to the Contractor under this Agreement, as damages for the noncompletion of the work aforesaid, within the time hereinbefore stipulated for its completion, the sum of Nine Hundred Dollars (\$900.00) for each calendar day by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof, and such liquidated damages shall not be considered as a penalty. It is understood that the City shall not forfeit its right to liquidated damages in the event that delay is partly caused by it. In this event, said damages shall be apportioned so that each day of delay attributable to the City shall be subtracted from the total days of delay, and the Contractor shall pay liquidated damages for the remainder.

ARTICLE V - THE CONTRACT SUM

The City agrees to pay and the Contractor agrees to accept the sum of:

EIGHT HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND 48 CENTS (\$881,177.48)

the amount named in the Proposal, as full compensation for all labor, supervision, equipment, materials, and incidental expense required in executing all of the work contemplated in this Contract, including also all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same or from other causes of every description connected with the work.

It is further agreed that the sum named may be increased or decreased in accordance with the units of work actually completed at the Contract unit prices, and may be increased by the addition of items of work not included in the proposal items.

ARTICLE VI - CITY CHARTER TO BE GOVERNING DOCUMENT

The City Charter of the City shall be the governing document in all contractual relations with the City of Wyoming. In the prosecution of the work under this Contract, eight (8) hours shall constitute a day's labor. The City retains the right to determine finally all questions as to the proper performance under this Contract or any unfinished portion thereof, and in case of improper, dilatory or imperfect performance thereof to suspend the work at any time and to order the partial or entire reconstruction of the same. The City likewise retains full power to determine all questions arising under this Contract according to the true intent and meaning thereof.

ARTICLE VII - COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of and shall at all time comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Witnesses

CITY OF WYOMING

_____ By _____
Jack Poll
Its Mayor Date

_____ By _____
Heidi A. Isakson
Its City Clerk Date

_____ CONTRACTOR _____
Date

By _____

Its _____

Correct in form: _____
City Attorney Date

Certification of funds: _____
City Comptroller Date

The Contract above was approved and ordered executed by the Council of the
City of Wyoming at a session held _____, 20 _____.

Attest: _____
City Clerk Date

2012 Wyoming Resurfacing Program



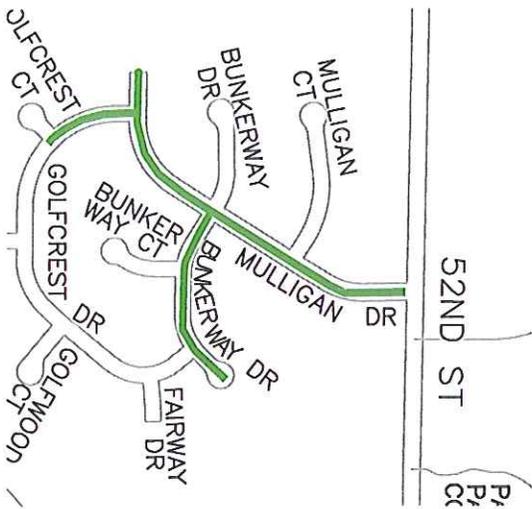
Project Location



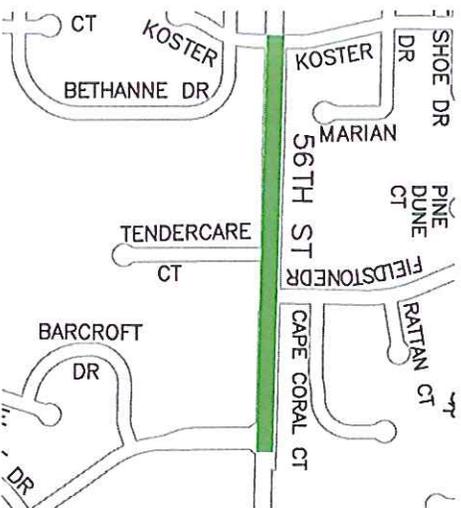
Project Location



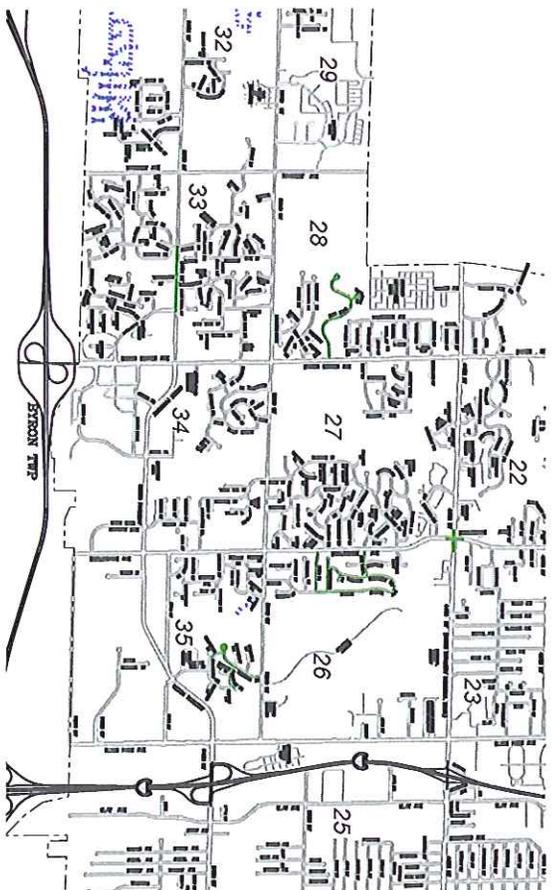
Project Location



Project Location



Project Location



General Map

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
INSPECTION OF THE LOW SERVICE INTAKES AND PIPELINE

WHEREAS:

1. As detailed in the attached Staff Report from the Drinking Water Plant Superintendent, proposals were received to provide inspection of the Low Service intakes and pipeline.
2. It is recommended the City Council accept the lowest proposal as received from Sea Brex Marine, Inc. in the amount of \$17,500.00.
3. Funds for the inspection of the Low Service intake and pipeline are available in Water Fund Pumping and Treatment Repairs and Maintenance account #591-591-55300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the proposal from Sea Brex Marine, Inc. to perform the inspection of the Low Service intakes and pipeline in the amount of \$17,500.00.

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:

ATTACHMENTS:
Staff Report
Proposal

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 9, 2012
Subject: Low Service Intake and Pipeline Inspection
From: Gerald H. Caron, Superintendent
Meeting Date: April 16, 2012

Recommendation:

I recommend that the City accept the low proposal from Sea Brex Marine, Inc., in the amount of \$17,500.00 for diving services. The diving services are to provide underwater inspections of our Low Service intake and pipeline.

Sustainability Criteria:

Environmental Quality – By performing these inspections of the Low Service infrastructure we insure that our drinking water plant can continue to provide safe water to our customers.

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 social economic status. All residents enjoy access to services provided by our water and waste water utilities.

Economic Strength – By soliciting proposals for this service the Utilities Department is insuring that we get the best value for this necessary service. This results in the lowest rates possible for our residents and customers.

Discussion:

On March 20, 2012, five contractors were invited to respond with a proposal for an inspection of our Low Service intake system. The purpose of the inspection is to determine the overall condition of the intake system, including the three-inch chemical feed line and the diffusers located in the intake cribs.

Two contractors provided written proposals to perform work in locating and inspecting the City of Wyoming's raw water intake cribs and pipeline in Lake Michigan. At my request the contractors included an inspection of both the interior and the exterior of the two intake cribs and the interior of the entire 4,400-foot length of the 66-inch diameter pipeline from the intake cribs in Lake Michigan to the Low Service Pumping Station.

Proposals received in response to this request are:

Sea Brex Marine, Inc.	\$17,500.00
Solomon Diving, Inc.	\$29,083.00

With this in mind, I recommend that the City accept the low proposal from Sea Brex Marine, Inc., in the amount of \$17,500.00. We have used Sea Brex Marine, Inc. on most of our past dive inspections and repairs. They are familiar with our intake system and have performed well on past projects.

I request action be taken on this as soon as possible to allow the inspection to be performed in May, before the peak pumping season.

Budget Impact:

Adequate funds were budgeted in account 591-591-55300-930.000.



Sea Brex Marine, Inc.

4610 Red Arrow Hwy., Stevensville, MI 49127
Office 269.429.6100 Tel. 269.408.1725 Fax 269.408.1729

MARCH 23, 2012

TO: MR. GERALD H. CARON, SUPERINTENDENT
CITY OF WYOMING WATER TREATMENT PLANT
16700 NEW HOLLAND ROAD
HOLLAND, MICHIGAN 49424

FROM: ALLEN J. SEBRECHTS, PRESIDENT
SEA BREX MARINE, inc.
3121 OAK LANE
STEVENSVILLE, MICHIGAN 49127

RE: DIVING SERVICES
(inspections)



Dear Sir,

Enclosed you will find the lump sum price for all of the inspections outlined in your letter dated March 20, 2012.

Looking back over the past few years that we have done this project, I have the costs listed.

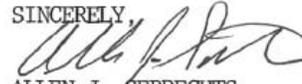
2008	\$16500.00	
2009	\$16500.00	
2010	\$10000.00	This was a partial inspection.
2011	\$17500.00	

With the higher price of fuel and insurance, we will have to keep the price of 2011 and not be able to go back to the lower price.

LUMP SUM: \$ 17500.00

If you have any questions or need more information, please call me at any time.

SINCERELY,


ALLEN J. SEBRECHTS
PRESIDENT

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MICHIGAN PAVEMENT MARKINGS
TO PERFORM THE ANNUAL
MAJOR STREET PAVEMENT MARKING FOR 2012

WHEREAS:

1. It is necessary to repaint approximately 150 miles of major street lane lines within the City of Wyoming on an annual basis.
2. In March of 2012, the Kent County Road Commission awarded a bid to Michigan Pavement Markings to perform lane line painting throughout Kent County.
3. It is in the best interest of the City to authorize Michigan Pavement Markings to perform the lane line painting for approximately \$30,000, which can be financed out of the Major Street Traffic Services account, 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes Michigan Pavement Markings to perform the annual major street pavement marking for 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:
Staff Report

STAFF REPORT

DATE: April 5, 2012

SUBJECT: Bid Award – Major Street Pavement Marking

FROM: William D. Dooley, Director of Public Works

Date of Meeting: April 16, 2012

RECOMMENDATION

The Public Works Department recommends that the City Council authorize Michigan Pavement Markings to perform the annual major street pavement marking for 2012.

SUSTAINABILITY CRITERIA

Environmental Quality

Water-based paint is used for pavement marking. The paint meets all environmental air quality restrictions on volatile organic compound (VOC) emissions in order to protect the environment.

Social Equity

To ensure the safety and efficiency of the citizens of the City, approximately 150 miles of major street lane lines are repainted each year.

Economic Strength

The City participates in a cooperative bid program with the Kent County Road Commission. The program allows the City to obtain the best pricing on materials and services, therefore, reducing the overall cost of pavement marking for the City.

DISCUSSION

In March of 2012, the Kent County Road Commission awarded a contract to the lowest bidder, Michigan Pavement Markings, to perform lane line painting throughout Kent County. It is in the best interest of the City to enter into the cooperative bid with the Kent County Road Commission for the annual major street pavement marking for 2012.

BUDGET IMPACT

The cost of the pavement marking is estimated to be \$30,000.00. Sufficient funds are available in the Major Street Traffic Services Account 202-441-47400-930.000.

ATTACHMENTS:

Kent County Road Commission Bid Tabulation
Pavement Marking Estimate

KENT COUNTY ROAD COMMISSION BID BLANK

Date: February 16, 2012 8:30 AM

Tabulation of Bid for: **Contract #12-07: Pavement Marking Services for 2012 with two one-year renewal options**

BIDDER	Michigan Pavement		M & M Pavement		P.K. Contracting		
	Miles	Unit	Total	Unit	Total	Unit	Total
City and Village Streets							
Waterborne Paint							
4" Solid White	50	215.00	10750.00	240.00	12000.00	396.00	19800.00
4" Skip White	30	275.00	8250.00	350.00	10500.00	396.00	11880.00
4" Solid Yellow	200	215.00	43000.00	230.00	46000.00	396.00	79200.00
4" Skip Yellow	15	250.00	3750.00	230.00	3450.00	396.00	5940.00
Subtotal			65750.00		71950.00		116820.00
Regular Dry							
4" Solid White	5	215.00	1075.00	260.00	1300.00	415.00	2075.00
4" Skip White	5	275.00	1375.00	390.00	1950.00	415.00	2075.00
4" Solid Yellow	20	215.00	4300.00	250.00	5000.00	415.00	8300.00
4" Skip Yellow	5	250.00	1250.00	250.00	1250.00	415.00	2075.00
Subtotal			8000.00		9500.00		14525.00
Paint Mfg./Supplier	Sherwin Williams/Ennis		Ennis	Sherwin Williams			
Product#							
Waterborne -			982221	TM2204			
White/Yellow			982222	TM2205			
Regular Dry -			982271	TM5604			
White/Yellow			982282	TM5607			

PAVEMENT MARKING ESTIMATE

Item	Number of Miles	Unit Price	Subtotal
4" Solid White Line	26.26	\$215.00	\$ 5,646.00
4" Skip White Line	16.29	\$275.00	\$ 4,480.00
4" Solid Yellow Line	86.90	\$215.00	\$18,684.00
4" Skip Yellow Line	3.70	\$250.00	\$ 925.00
		Total	\$29,735.00

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE A COST SHARING AGREEMENT FOR
STORM WATER PRETREATMENT IMPROVEMENTS
TO THE 58TH STREET REGIONAL DETENTION BASIN

WHEREAS:

1. On July 18, 2011, the City of Wyoming entered into a City-State Agreement with the Michigan Department of Transportation for the widening of Gezon Parkway to accommodate anticipated increased traffic from the Gordon Food Service headquarter relocation development.
2. In order to properly treat storm water from the proposed Gordon Food Service development, pretreatment improvements are required to be added to the 58th Street regional detention pond.
3. The attached Cost Sharing Agreement has been written to outline the obligations of Gordon Food Service as the developer and the City of Wyoming as owner of the pond.
4. The not-to-exceed project cost is estimated to be \$42,818.56 to the City of Wyoming for the necessary storm water pretreatment improvements.
5. The cost can be financed out of the Capital Improvement Program Fund account 400-441-50200-972.502, 2011 CP GFS Project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute a Cost Sharing Agreement for storm water pretreatment improvements to the 58th Street pond with Gordon Food Service in the amount of \$42,818.56.

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:

Cost Sharing Agreement

Resolution No. _____

COST SHARING AGREEMENT

**BETWEEN THE CITY OF WYOMING
AND GORDON FOOD SERVICE FOR THE
PRETREATMENT OF THE 58TH STREET POND**

THIS COST SHARING AGREEMENT (this "Agreement") is entered into on this ____ day of _____, 2012, by and between the CITY OF WYOMING, a Michigan Municipal Corporation, of 1155 – 28th street, S.W., Wyoming, Michigan 49509, hereinafter referred to as the "City," and Gordon Food Service, Inc., a Michigan corporation, whose address is 333 50th Street, SW, Wyoming, MI 49509, hereinafter referred to as the "Developer," the terms and conditions of which are as follows:

1. The Developer and the City are desirous to modify the existing regional detention stormwater basin located at 58th Street in Wyoming, Michigan (the "Pond") to include stormwater pre-treatment. As part of said pre-treatment, the parties are desirous of constructing an access road and pre-treatment facilities within the Pond (the "Improvements"). This Agreement is intended to set forth the rights and obligations of the parties hereto concerning said Improvements.

2. Developer shall be responsible for constructing the aforementioned Improvements in accordance with engineering construction plans (October 12, 2011) prepared by Exxel Engineering, Inc. and approved by the City, a copy of which is attached as Exhibit A. The Developer shall construct the storm water pretreatment for the Pond and the City shall reimburse the Developer the differential lump sum cost to construct the Improvements between plan A and B as summarized on the attached Exhibit B.

3. Payment, including engineering costs, shall not be more than \$42,818.56, as shown on the attached Exhibit B, which amount shall be paid to the Developer by the City within 60 days from the date of completion, subject to the receipt of an Invoice for the cost of the Improvements and approval of such costs by the City which approval shall not be unreasonably withhold, conditioned or delayed. This Agreement, together with the attached Exhibits A and B, constitutes the entire agreement between the parties, any oral agreements to the contrary notwithstanding. No amendments shall be allowed unless made in writing and signed by all parties.

4. The City of Wyoming shall provide inspection services for the Improvements at no cost to the project. Construction staking shall be done by Exxel Engineering, Inc. and paid for as part of the cost reimbursement from the City to the Developer.

5. Developer shall indemnify and hold the City, its officers, agents and employees harmless from any and all claims, liabilities and expenses, including but not limited to reasonable attorney fees, as may arise from Developer's construction of the Improvements required pursuant to this Agreement. Developer shall provide a copy of its insurance to the City and list the City as an additional Insured thereon.

6. This Agreement shall be binding upon the successors and assigns of the parties hereto. However, this Agreement may not be assigned by either party without the prior written consent of the other party.

Witnessed

CITY OF WYOMING

By _____
Jack Poll
Its Mayor

By _____
Heidi A. Isakson
Its City Clerk

Witnessed

GORDON FOOD SERVICE, INC.

By _____

Its _____

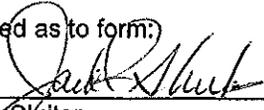
STATE OF MICHIGAN)
County of. Kent)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ to me personally known, is an authorized agent of Gordon Food Service, Inc, a Michigan corporation.

Notary Public
My Commission expires:

Drafted by:
Russ Henckel
City of Wyoming
2660 Burlingame Avenue, SW
Wyoming, MI 49509

Approved as to form:



Jack R. Slüter
City Attorney

EXHIBIT B

March 29,2012

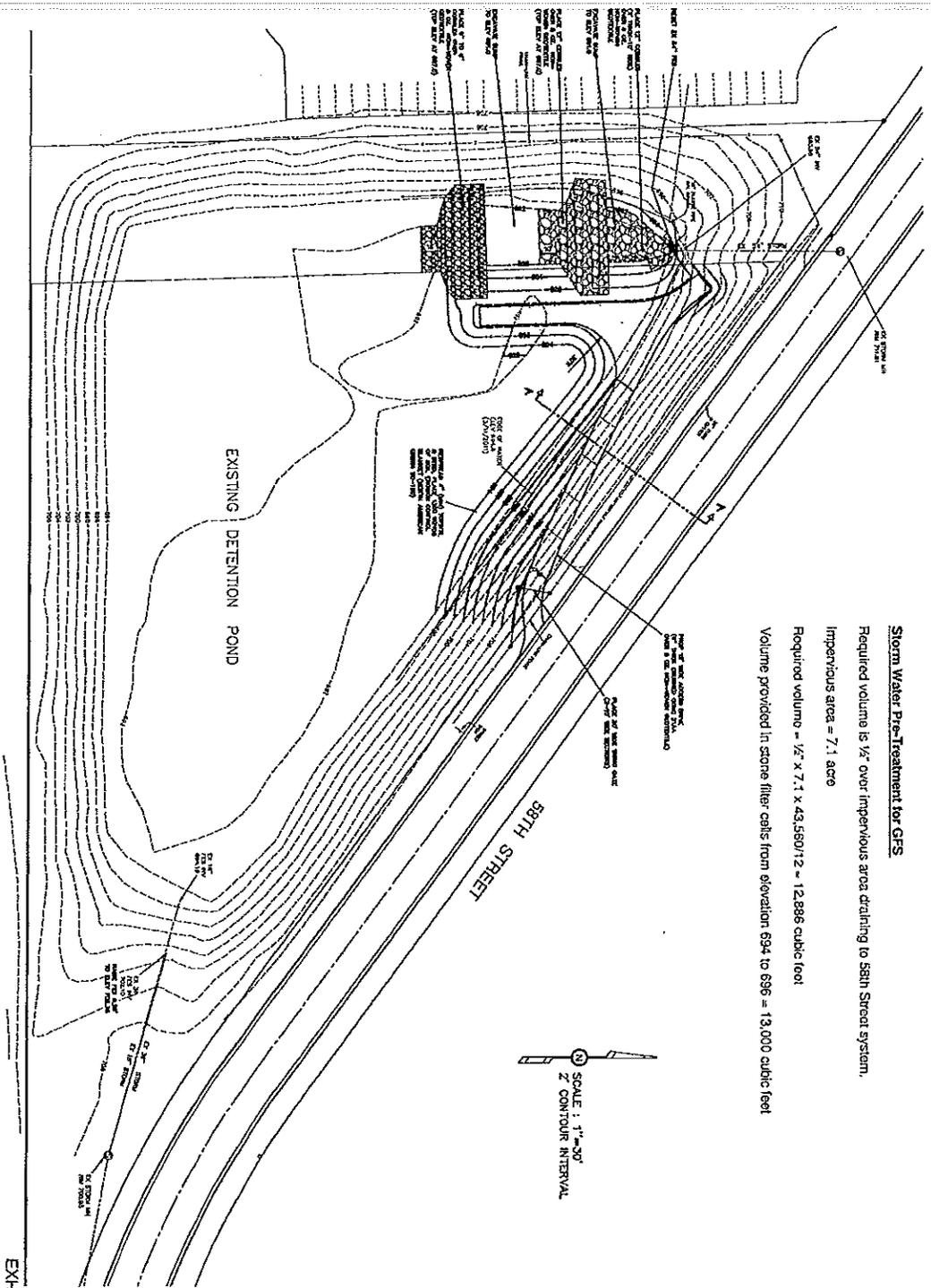
Project: Gordon Food Service Pretreatment Pond

Items		PLAN "A"			
	Item	Quantity	Unit	Unit Price	Amount
1	Provide 20' swing gate	1	l.s.	\$ 2,000.00	\$ 2,000.00
2	Pump Pond Dry	1	l.s.	\$ 3,500.00	\$ 3,500.00
3	Remove Sediment	1	l.s.	\$ 5,000.00	\$ 5,000.00
4	Place and Compact Clay	1	l.s.	\$ 11,328.00	\$ 11,328.00
5	22A Crushed Concrete 6" over fabric	550	s.y.	\$ 8.56	\$ 4,708.00
6	Place Stone Filter (8" stone)	170	c.y	\$ 80.00	\$ 13,600.00
7	Place Stone Filter (12" stone)	180	c.y	\$ 88.00	\$ 15,840.00
8	Topsoil, Prep. Seed SC - 150	0.5	ac	\$ 10,000.00	\$ 5,000.00
9	Reset 54" Flared end	1	l.s.	\$ 1,900.00	\$ 1,900.00
10	12" Cobbles over fabric	145	s.y.	\$ 42.00	\$ 6,090.00
11	Raise 36" flared end	1	l.s.	\$ 1,500.00	\$ 1,500.00
Grand Total (Lump Sum)					\$ 70,466.00

Items		PLAN "B"			
	Item	Quantity	Unit	Unit Price	Amount
1	Provide 20' swing gate	1	l.s.	\$ 2,000.00	\$ 2,000.00
2	Pump Pond Dry	1	l.s.	\$ 3,500.00	\$ 3,500.00
3	Remove Sediment	1	l.s.	\$ 5,000.00	\$ 5,000.00
4	Place and Compact Clay	1	l.s.	\$ 18,483.00	\$ 18,483.00
5	22A Crushed Concrete 6" over fabric	550	s.y.	\$ 8.56	\$ 4,708.00
6	Place Stone Filter (8" stone)	230	c.y.	\$ 80.00	\$ 18,400.00
7	Place Stone Filter (12" stone)	70	c.y.	\$ 88.00	\$ 6,160.00
8	Place 8" Cobbles	615	s.y.	\$ 26.80	\$ 16,482.00
9	Topsoil, Prep. Seed SC - 150	0.5	ac	\$ 10,000.00	\$ 5,000.00
10	54" C-76-IV	112	l.f.	\$ 100.00	\$ 11,200.00
11	24" C-76-III	32	l.f.	\$ 42.94	\$ 1,374.08
12	18" Plastic	45	l.f.	\$ 32.00	\$ 1,440.00
13	10' Manhole	1	ea	\$ 11,252.00	\$ 11,252.00
14	54" Flared end salvaged	1	ea	\$ 1,900.00	\$ 1,900.00
15	24" Flared end	1	ea	\$ 1,050.00	\$ 1,050.00
16	Remove existing 18" storm	30	l.f.	\$ 10.00	\$ 300.00
17	Raise 36" flared end	1	l.s.	\$ 1,500.00	\$ 1,500.00
Grand Total (Lump Sum)					\$ 109,749.08

Cost Differential \$ 39,283.08
Engineering and Staking (9%) \$ 3,535.48

City Cost \$ 42,818.56



Storm Water Pre-Treatment for GFS
 Required volume is 1/2" over impervious area draining to 58th Street system.
 Impervious area = 7.1 acres
 Required volume = 1/2" x 7.1 x 43,550'12" = 12,886 cubic feet
 Volume provided in stone filter cells from elevation 694 to 696 = 13,000 cubic feet

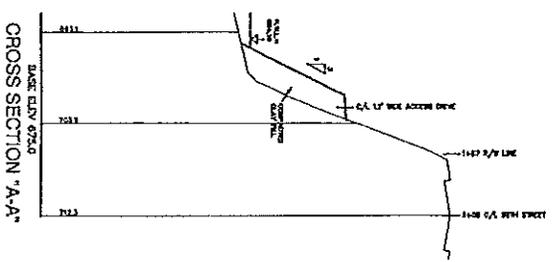
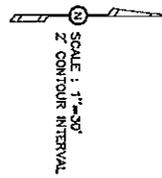


EXHIBIT A
STORM WATER PRETREATMENT PLAN
PLAN "A"



STORM WATER PRETREATMENT PLAN FOR: OSBORNE ROAD SERVICE NO. 2487 OF SECTION 28, T8N, R17W CITY OF ANTONIO, BENT COUNTY, MISSOURI			SHEET 1 of 1
DATE: 08/11/11 DRAWN BY: [Name] CHECKED BY: [Name]	PROJECT NO.: [Number] SCALE: AS SHOWN		

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
WATER TREATMENT PLANT PUMPING SYSTEMS OPERATIONAL EVALUATION
AND TO ACCEPT AN AMENDMENT TO THE PHASE 1B PLANT EXPANSION PROJECT

WHEREAS:

1. Black and Veatch has submitted a proposal to perform a pump system operation evaluation update to help the City determine the most efficient use of the high service and low service pumps in the amount of \$20,697.00.
2. As detailed in the attached memorandum from the Drinking Water Plant Superintendent, following the completion of the Phase 1B Plant Expansion Project it was discovered that six air scour valves were installed with incorrect valve seat materials.
3. Black and Veatch has submitted an Amendment agreeing to wave the final unbilled contract fee remaining on the Phase 1B Expansion Project in the amount of \$7,290.06 and has agreed to wave the cost of the pump system operation evaluation.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the proposal and amendment from Black and Veatch.

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
Proposal
Amendment

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: March 19, 2012
Subject: Change in Service Agreement with Black & Veatch
From: Gerald H. Caron, Superintendent
Meeting Date: April 16, 2012

Recommendation:

Staff recommends that the City amends the Phase 1B engineering and construction phase service agreement with Black & Veatch as part of a settlement agreement. We further recommend authorization for the Mayor and City Clerk to sign the attached amendment to the agreement.

Sustainability Criteria:

Environmental Quality – Accepting the settlement and performing the pump evaluation allows the water system to utilize the most efficient combination of pumps to reduce energy use and costs.

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 social economic status. All residents enjoy access to the services provided by our water and wastewater utilities.

Economic Strength – By reducing energy use we can save costs for water production and pumpage. This results in lower costs to our customers.

Discussion:

As outlined in the memo to the City Manager dated March 22, 2012, we feel that accepting this settlement agreement is a good deal for both the City of Wyoming and Black & Veatch. We recommend acceptance of the proposed settlement from Black & Veatch.

Memorandum

To: Curtis Holt, City Manager
From: Gerald Caron - Water Superintendent
Date: March 22, 2012
Re: Change in Service Agreement with B&V

As you are aware, we have had a contract with B&V to perform engineering services for the upgrades at the Donald K. Shine Water Treatment Plant. Specifically, they have designed the Phase 1A and 1B project. The total project amount for the design engineering and construction phase services for the Phase 1B project is \$3,844,962.00.

It was discovered following completion of the 1B project that six air scour valves on filters 13 through 18 were installed with incorrect valve seat materials. Further investigation revealed that the contract documents were in error in the specification of appropriate materials for the air service valves.

In order to remedy the situation, B&V provided technical guidance and recommendations to identify the appropriate materials, and furthermore, agreed to cover the costs to have the new components installed into the valves. To facilitate this change in a timely manner the City ordered the proper valve parts and hired Allied Mechanical to install the components and remount the valves.

The cost for the valve correction including the water plant staff labor was approximately \$20,000.00. We have had discussions with B&V regarding the best means of recovering these costs.

In March of 2011, we had asked B&V to give us a proposal to perform a pump system operation evaluation update. The purpose of this proposal was to help us determine the most efficient thus economical use of our high service and low service pumps. The proposed cost to provide this service was \$20,697.00.

With this in mind, we approached B&V to see if they were willing to perform this service as compensation for the repairs that we made to the six valves. As a result of these discussions, B&V has agreed to wave the final unbilled contract fee remaining on the Phase 1B Expansion project construction phase services of \$7,290.06, bringing the total completed project amount to \$3,837,671.94. In addition, they have agreed to perform the pump system evaluation which has a value to the City of \$20,697.00. In exchange the City would consider the need for the valve repair expense reimbursement from B&V paid and all claims regarding the valve repairs settled.

We believe this is a good deal for both the City of Wyoming and B&V.

In conclusion, my recommendation is to accept the proposed settlement from B&V.

**First Amendment to Agreement
Professional Engineering and Financial Consulting Services related to Utility Treatment Plant
Improvements**

This Amendment to Agreement is made as of this ____ day of April in the year two-thousand and twelve by and between the City of Wyoming ("Owner") and Black & Veatch Ltd. of Michigan ("Engineer"). Owner and Engineer may each be referred to as a Party, or collectively as the Parties.

RECITALS

WHEREAS the Parties hereto have an agreement for professional engineering services dated June 18, 2001 as amended from time to time (the "Agreement") for Professional Engineering and Financial Consulting Services related to Utility Treatment Plant Improvements, including for Construction Engineering Services for the Phase IB Expansion Project, B&V Project # 145727/City of Wyoming Purchase Order No. 102675 (the "Project"); and

WHEREAS, subsequent to the purchase and installation of butterfly valves for open/close service in the air supply lines for air scour at each of the six filters installed as part of the Project, certain disagreements arose between Owner and Engineer with respect to Engineer's services and obligations in connection with the specification of said valves, hereinafter referred to as the "Claim"; and

WHEREAS, the Parties desire to settle fully and finally all disputes, demands, controversies, and any other differences or potential claims among them pertaining to or related to the Claim, without admission of liability or fault on the part of Owner or Engineer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Agreement is amended as follows:

1. The current contract amount of Purchase Order No. 102675 of \$3,844,962.00 shall be reduced by the amount of Engineer's unbilled fee of \$7,290.06, or to \$3,837,671.94.
2. Engineer shall complete a WTP Pumping Systems Operational Evaluation Update at no additional cost to the Owner, as described in Engineer's 24 March 2011 proposal (attached), except the high service system evaluation shall be completed in one stage based on currently available data. A maximum of 143 hours will be provided by the Engineer for completion of the WTP Pumping Systems Operational Evaluation Update.
3. Owner agrees that Engineer shall be considered for future services with the Owner without any bias as a result of the Claim or this Amendment to Agreement.
4. This Amendment to Agreement is in settlement of the Claim and in consideration of the performance of the obligations contained herein each of the parties mutually waive and release any and all claims of any nature whatsoever, known or unknown, which were or could have been asserted, directly or indirectly related to the Claim.

5. The Parties have entered into this Amendment to Agreement in order to compromise their disputes, and neither the fact of this Amendment to Agreement, nor any term contained herein, shall be construed as, or deemed to be, an admission of wrongdoing or liability, an admission against interest, or an admission of the existence of facts on which any liability or claim could be based.
6. This Amendment to Agreement will be deemed a part of, and be subject to, all terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

WITNESS our hands this ____ day of April, 2012.

THE CITY OF WYOMING

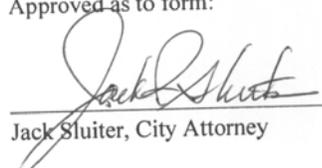
BLACK & VEATCH LTD. OF MICHIGAN

Jack Poll, Mayor

James Welp, Associate Vice President

Heidi Isakson, City Clerk

Approved as to form:



Jack Sluiter, City Attorney

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

1. Formal bids have been obtained on the below listed service.
2. The bids received have been reviewed and evaluated as per the attached Staff Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed service as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidder	Cost
Water Plant Residual Hauling and Disposal	Republic Services, Inc./ Ottawa County Farms Landfill	Bid prices as per the attached memorandum

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 Report

Resolution No. _____

STAFF REPORT

Date: April 11, 2012
Subject: Water Plant Residual Hauling and Disposal
From: Gerald H. Caron, Superintendent
Meeting Date: April 16, 2012

Recommendation:

The current contract for water plant residual hauling and disposal at the City of Wyoming, Donald K. Shine Water Plant expires on April 14, 2012. Waste Management is our current service provider. We are recommending approval of the bid with Republic Services, Inc./Ottawa County Farms Landfill for residuals handling and disposal.

Sustainability Criteria:

Environmental Quality – By disposing of our treatment plant alum residuals in an approved landfill we are protecting our environment.

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 social economic status. All residents enjoy access to the services provided by our water and waste water utilities.

Economic Strength – By soliciting bids for this necessary service the Utilities Department is insuring that we get the best value for this necessary service. This results in the lowest rates possible for our residents and customers.

Discussion:

Two bidders responded to our request to provide pricing for hauling and disposing of our alum residuals at the Donald K. Shine Water Plant. Bidders were requested to provide pricing for a three-year period. The bid tabulation is listed below:

Waste Management/Autumn Hills Landfill

Year 1	\$38.13/ton
Year 2	\$39.47/ton
Year 3	\$40.85/ton

Republic Services, Inc./Ottawa County Farms Landfill

Year 1	\$36.36/ton
Year 2	\$37.36/ton
Year 3	\$38.36/ton

It is the recommendation of the staff that we accept the low bid from Republic Services, Inc. /Ottawa County Farms Landfill. The cost per ton for sludge hauling and disposal is \$36.36 for the first year of the contract.

Budget Impact:

Funds are available for this service in account number 591-591-55300-921000.

APW/sak
03/5/12

ORDINANCE NO. 5-12

AN ORDINANCE TO AMEND SECTIONS 78-1 AND 78-41
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 78-1 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 78-1. Adoption of code.

The Michigan Vehicle Code (Act. No. 300 of the Public Acts of 1949, MCL 257.1 et seq) as amended is adopted by reference as herein modified for the purpose of protecting the public. The Michigan Vehicle Code together with the provisions of this section shall be known and may be cited as the Vehicle Code of the City of Wyoming. Complete copies of the code are available at the office of the City Clerk for inspection by and distribution to the public.

Section 2. That Section 78-41 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 78-41. Adoption.

The Uniform Traffic Code for Cities, Townships, and Villages, as amended is hereby adopted by reference as modified in this article. Complete copies of the code are available at the office of the City Clerk for inspection by and distribution to the public.

Section 3. 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 of _____, 2012.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. _____

APW/sak
3/5/12

ORDINANCE NO. 6-12

AN ORDINANCE TO ADD SECTIONS 78-4 AND 78-5
TO THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 78-4 is hereby added to the Code of the City of Wyoming to read as follows:

Sec. 78-4 ADOPTION OF MCL 625(1)(c)

Section 625(1)(c) of the Michigan Vehicle Code (Act No. 300 of the Public Acts of 1949) MCL 257.625(1)(c) as amended, is hereby adopted by reference for the purpose of protecting the public.

Section 2. That Section 78-5 is hereby added to the Code of the City of Wyoming to read as follows:

Sec. 78-5. PENALTY.

The penalties provided by MCL 257.625(1)(c) are adopted by reference and violations of this section shall be punishable by 1 or more of the following:

- a. Community Service for not more than 360 hours
- b. Imprisonment for not more than 180 days.
- c. A fine of not less than \$200 or more than \$700

Section 3. 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 of _____, 2012.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. _____

MEMORANDUM

TO: Curtis L. Holt
City Manager

FROM: Jack R. Sluiter
Wyoming City Attorney

DATE: March 2, 2012

RE: Super Drunk Driving Ordinance

The State has amended the Motor Vehicle Code to add additional penalties for persons deemed to be “super drunk” meaning persons arrested while driving with a blood alcohol content of .17 or higher. Because the penalties exceed \$500 in fines and/or 93 days in jail, these case could only be prosecuted by the County Prosecutor under state statute. Public Act 7 of 2012, effective February 15, 2012, changed that to allow a city to adopt that portion of the statute with the enhanced penalties allowed under that section.

We are recommending the City adopt this ordinance in order to allow local ordinance prosecution of these “super drunk” offenses. There are several reasons for the recommendation:

1. Having these cases handled under state law has resulted in a significant revenue loss to the local court.
2. Approximately ½ of those charged under the “super drunk” section have had those charges reduced to Operating While Intoxicated similar to our local ordinance but with the same loss of revenue to the local court budget.
3. There will be increased efficiency for both the Police Department and the Court in having all of these cases handled at the local level.
4. The Kent County Prosecutors Office will be given more time and resources to handle felony cases including felony drunk driving offenses.
5. The cost to the City will be minimal as these cases rarely go to trial, particularly with the high blood alcohol levels charged under the section.

Curtis Holt
Page 2
March 2, 2012

We therefore recommend adoption of the ordinance. The Court and Police Department are in concurrence with the recommendation. I would request that the ordinance be placed on the agenda for first reading on March 19 unless you wish to discuss it at the March 12 Work Session.

I have also included an ordinance readopting both the Vehicle Code and the Uniform Traffic Code. We periodically readopt these codes so that there is no question that we have adopted any amendments by reference.

cc: Heidi Isakson
Rhonda Galligan
Chief Carmody
Chris Kittman