

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 16, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Dock Ministries
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of February 2, 2015 and the work session of February 9, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Determine the Necessity of Constructing Sidewalk Along Division Avenue
Between 54th Street and 60th Street
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

(All items under this section are considered to be routine 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) Of Appreciation to Barbara VanDuren for Her Service as a Member of the Board of Directors of the Economic Development Corporation and Brownfield Redevelopment Authority of the City of Wyoming
 - b) To Confirm the Appointment of Heidi Isakson as a Member of the Board of Directors of the Economic Development Corporation and the Brownfield Redevelopment Authority for the City of Wyoming
 - c) To Set Meeting Time for the Retirement Board of the City of Wyoming
 - d) To Authorize Members of the City Council to Attend the Urban Metropolitan Mayors and Managers Meeting
 - e) To Authorize Members of the City Council to Attend the Michigan Municipal League 2015 Capital Conference
 - f) To Approve Traffic Control Orders No. 1.01-15, 3.03-15 and 6.01-15
 - g) To Set a Date for a Public Hearing on the Proposed Wyoming Community Development 2015/2016 One Year Action Plan (April 6, 2015 at 7:01 p.m.)

- h) To Set a Time and Place for a Public Hearing to Confirm the Special Assessment Roll for the Sidewalk Along Division Avenue Between 54th Street and 60th Street, Special Assessment Roll 15-793 (March 2, 2015 at 7:01 p.m.)

15) Resolutions

- i) To Declare the Necessity of Constructing Sidewalk Along Division Avenue Between 54th Street and 60th Street, Special Assessment Roll 15-793
- j) To Approve the Use of Lamar Park for a 24 Hour Charity Event and to Waive Reservation Fees for the Event
- k) Of Approval for the Ideal Park Development Master Plan

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

- l) To Concur with the Action of the Brownfield Redevelopment Authority to Enter into a Sale Listing Agreement with NAI Wisinski of West Michigan for 300 & 301 36th Street SW (Site 36)
- m) To Authorize a Contract with Point & Pay, LLC for Third-Party Credit Card Processing
- n) To Authorize the Mayor and City Clerk to Execute an Amendment to the Street Lighting Contract with Consumers Energy Company
- o) To Authorize Emergency Repairs to a Backhoe
- p) To Accept an Offer to Extend Pricing for Water Meters and Metering Equipment
- q) To Accept a Request for Qualification from Redhead Design Studio for Website Redesign Development Services and to Authorize the Mayor and City Clerk to Execute the Agreement
- r) To Authorize Acceptance of a Proposal for Presort & Related Services
- s) To Authorize the Purchase of Panasonic Toughbooks
- t) To Authorize the Purchase of Cisco Equipment
- u) For Award of Bid
 - 1. Gasoline & Diesel Fuel

17) Ordinances

- 1-15 To Amend and Supplement City Ordinances; to Authorize the Issuance and Sale of Sewage Disposal System Revenue Refunding Bonds; to Prescribe the Form of the Bonds; to Provide for the Collection of Revenues to Pay Costs of Operating and Maintaining the Sewage Disposal System; to Provide a Reserve Fund for the Refunding Bonds and Other Outstanding Sewage Disposal System Bonds; to Provide for Segregating and Distributing Certain Sewage Disposal System Revenues; to Provide for Rights of the Holders of the Refunding Bonds and Outstanding Sewage Disposal System Bonds; and to Provide for Other Matters Relative to the Refunding Bonds and Outstanding Sewage Disposal System Bonds (IMMEDIATE EFFECT)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO BARBARA VANDUREN FOR HER SERVICE
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE ECONOMIC
DEVELOPMENT CORPORATION AND BROWNFIELD REDEVELOPMENT AUTHORITY
OF THE CITY OF WYOMING

WHEREAS:

1. Barbara VanDuren has served faithfully and effectively as a member of the Economic Development Corporation and Brownfield Redevelopment Authority since February 2, 2004.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Barbara VanDuren for her dedicated service as a member of the Economic Development Corporation and Brownfield Redevelopment Authority.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF HEIDI ISAKSON
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE
ECONOMIC DEVELOPMENT CORPORATION AND THE BROWNFIELD
REDEVELOPMENT AUTHORITY FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in an unexpired term ending February 13, 2016 on the Economic Development Corporation and the Brownfield Redevelopment Authority.
2. Mayor Jack Poll has recommended that Heidi Isakson be appointed as a member of the Board of Directors of the City of Wyoming Economic Development Corporation and the Brownfield Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Heidi Isakson as a member of the Board of Directors of the City of Wyoming Economic Development Corporation and the Brownfield Redevelopment Authority for the unexpired term ending February 13, 2016.

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 February 16, 2015.

Kelli A VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET MEETING TIME
FOR THE RETIREMENT BOARD
OF THE CITY OF WYOMING

WHEREAS:

1. The Retirement Board currently meets on the fourth Monday of each month at 3:00 p.m.
2. The Retirement Board has proposed changing its meeting schedule to 3:30 p.m. on the fourth Monday of each month.
3. Section 2.113 of the Code of Ordinances states that the days and times of regular meetings of all board and commission shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The regular day and time for meetings of the Retirement Board shall be the fourth Monday of each month at 3:30 p.m. at City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
URBAN METROPOLITAN MAYORS AND MANAGERS MEETING

WHEREAS:

1. The Urban Metropolitan Mayors and Managers Meeting will be held in Grand Rapids, MI on February 26, 2015.
2. It is the desire of the City Council that Wyoming be represented at the meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the Urban Metropolitan Mayors and Managers Meeting in Grand Rapids on February 26, 2015.
2. That Councilmembers will submit their expense reports at the conclusion of the conference for approval at the next regular City Council meeting.

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 February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
MICHIGAN MUNICIPAL LEAGUE 2015 CAPITAL CONFERENCE

WHEREAS:

1. The Michigan Municipal League 2015 Capital Conference will be held on March 24 and 25, 2015.
2. It is the desire of the City Council that Wyoming be represented at the conference.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the Michigan Municipal League 2015 Capital Conference in Lansing Michigan on March 24 and 25, 2015.
2. That Councilmembers will submit their expense reports at the conclusion of the conference for approval at the next regular City Council meeting.

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 February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE
TRAFFIC CONTROL ORDERS NO. 1.01-15, 3.03-15 AND 6.01-15

WHEREAS:

1. Traffic Control Orders No. 1.01-15, 3.03-15 and 6.01-15, as set forth in the exhibits attached hereto and made a part of this Resolution, have been proposed in the City of Wyoming.
2. It is recommended by the City Traffic Engineer, as required by the Uniform Traffic Code for Cities, Townships and Villages, Part 2, Section R 28.1153, issued in October 2002 by the Commissioner of the Michigan State Police and adopted by the City of Wyoming, that said Traffic Control Orders should be approved by the City Council as permanent.

NOW, THEREFORE, BE IT RESOLVED:

1. That such final approval be and is hereby granted that the aforesaid Traffic Control Orders No 1.01-15, 3.03-15 and 6.01-15 be made a permanent part of the Traffic Control Order files of the City of Wyoming.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Traffic Control Order No. 1.01-15, with map
Traffic Control Order No. 3.03-15, with map
Traffic Control Order No. 6.01-15, with map

February 16, 2015

MAYOR
Jack A. Poll
AT-LARGE COUNCILMEMBER
Sam Bolt
AT-LARGE COUNCILMEMBER
Kent Vanderwood
AT-LARGE COUNCILMEMBER
Dan Burril
1ST WARD COUNCILMEMBER
William A. VerHulst
2ND WARD COUNCILMEMBER
Richard K. Pastoor
3RD WARD COUNCILMEMBER
Joanne M. Voorhees
CITY MANAGER
Curtis L. Holt

PERMANENT
TRAFFIC CONTROL ORDER NO. 1.01-15

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:

Wendler Ave at Engle St

2. REGULATION:

All traffic on Wendler Ave shall stop before entering the intersection of Engle St

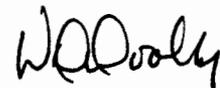
3. SIGNS:

"Stop – All Way"

4. EFFECTIVE:

Immediately

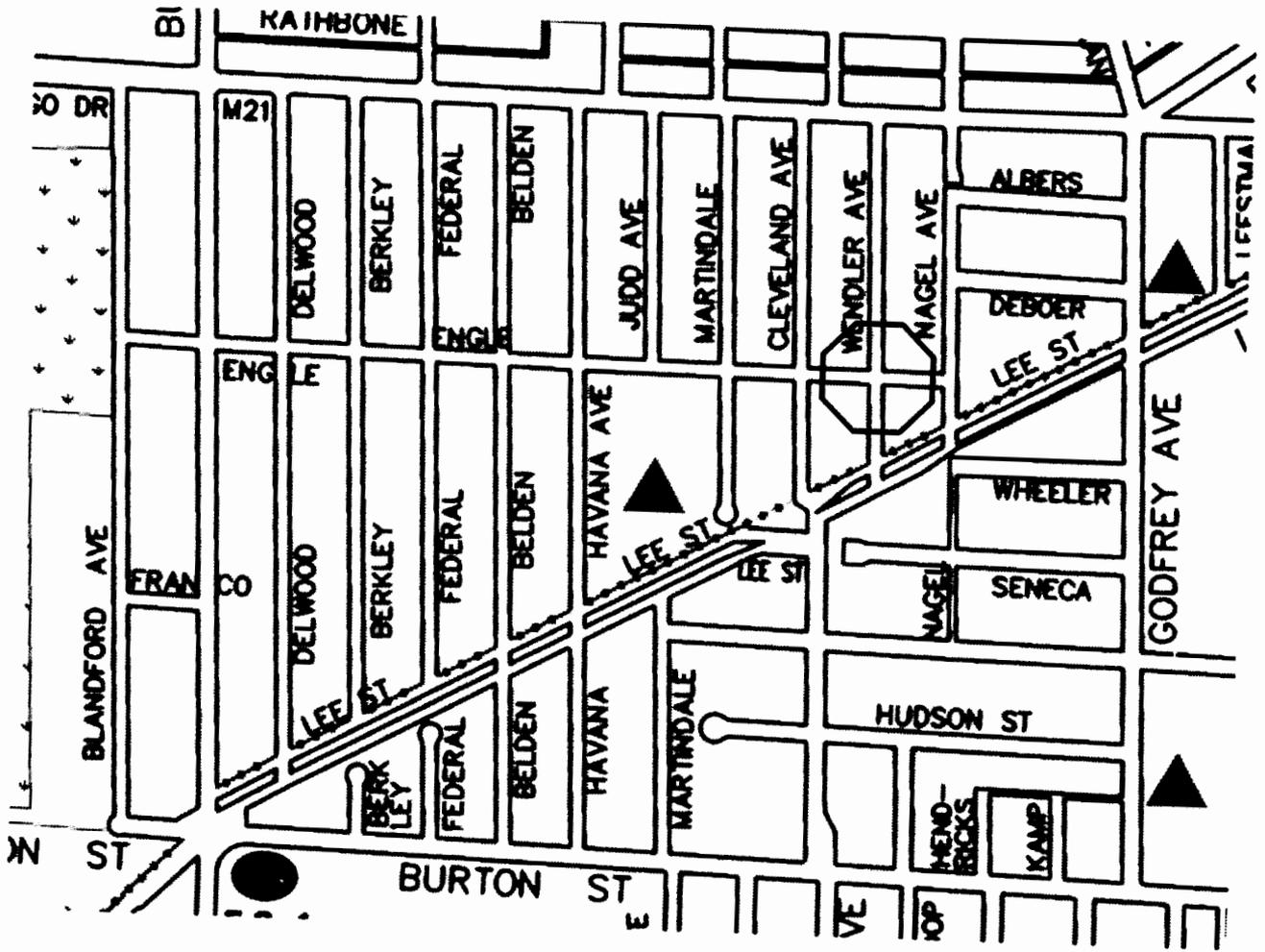
Authority,



William D. Dooley, PE
Traffic Engineer

WDD:ks

cc: Police Services



February 16, 2015

MAYOR
Jack A. Poll
AT-LARGE COUNCILMEMBER
Sam Bolt
AT-LARGE COUNCILMEMBER
Kent Vanderwood
AT-LARGE COUNCILMEMBER
Dan Burril
1ST WARD COUNCILMEMBER
William A. VerHulst
2ND WARD COUNCILMEMBER
Richard K. Pastoor
3RD WARD COUNCILMEMBER
Joanne M. Voorhees
CITY MANAGER
Curtis L. Holt

PERMANENT
TRAFFIC CONTROL ORDER NO. 3.03-15

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:
Minnie Ave SW, west side, from 36th St to south end
2. REGULATION:
No parking anytime
3. SIGNS:
"No Parking", with appropriate arrows
4. EFFECTIVE:
Immediately

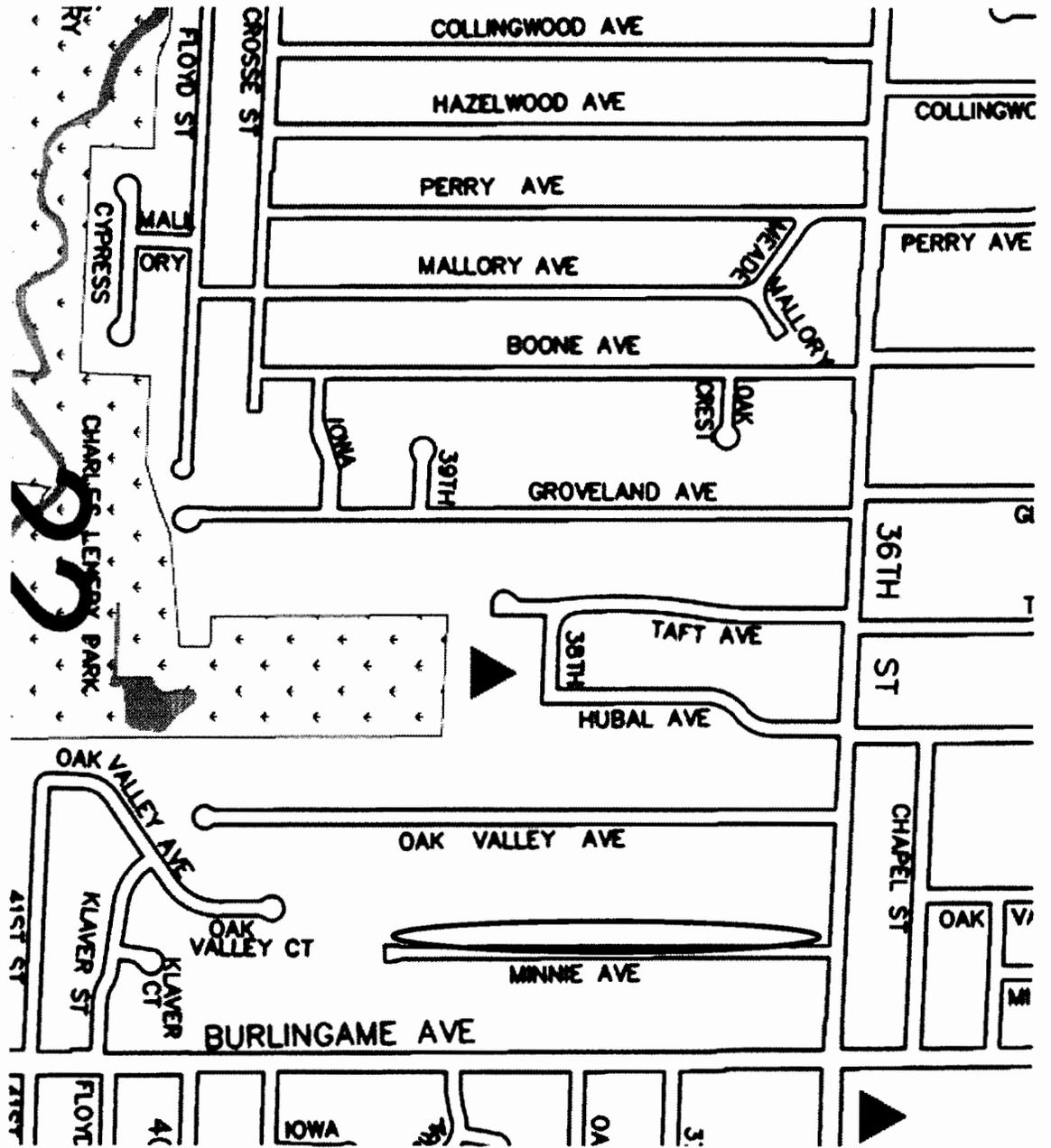
Authority,



William D. Dooley, P.E.
Traffic Engineer

WDD:ks

cc: Police Services



February 16, 2015

MAYOR
Jack A. Poll
AT-LARGE COUNCILMEMBER
Sam Bolt
AT-LARGE COUNCILMEMBER
Kent Vanderwood
AT-LARGE COUNCILMEMBER
Dan Burriel
1ST WARD COUNCILMEMBER
William A. VerHulst
2ND WARD COUNCILMEMBER
Richard K. Pastoor
3RD WARD COUNCILMEMBER
Joanne M. Voorhees
CITY MANAGER
Curtis L. Holt

PERMANENT
TRAFFIC CONTROL ORDER NO. 6.01-15

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:

36th St SW, eastbound, at Byron Center Ave

2. REGULATION:

A. Part of Traffic Control Order No. 6.07-05, dated August 15, 2005, is hereby amended.

B. Change the existing "No Turn on Red When Pedestrians Present" restriction to "No Turn on Red" for traffic eastbound on 36th St to southbound Byron Center Ave only. The remaining restrictions will remain in full force and effect.

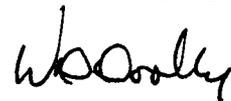
3. SIGNS:

"No Turn on Red"

4. EFFECTIVE:

Immediately

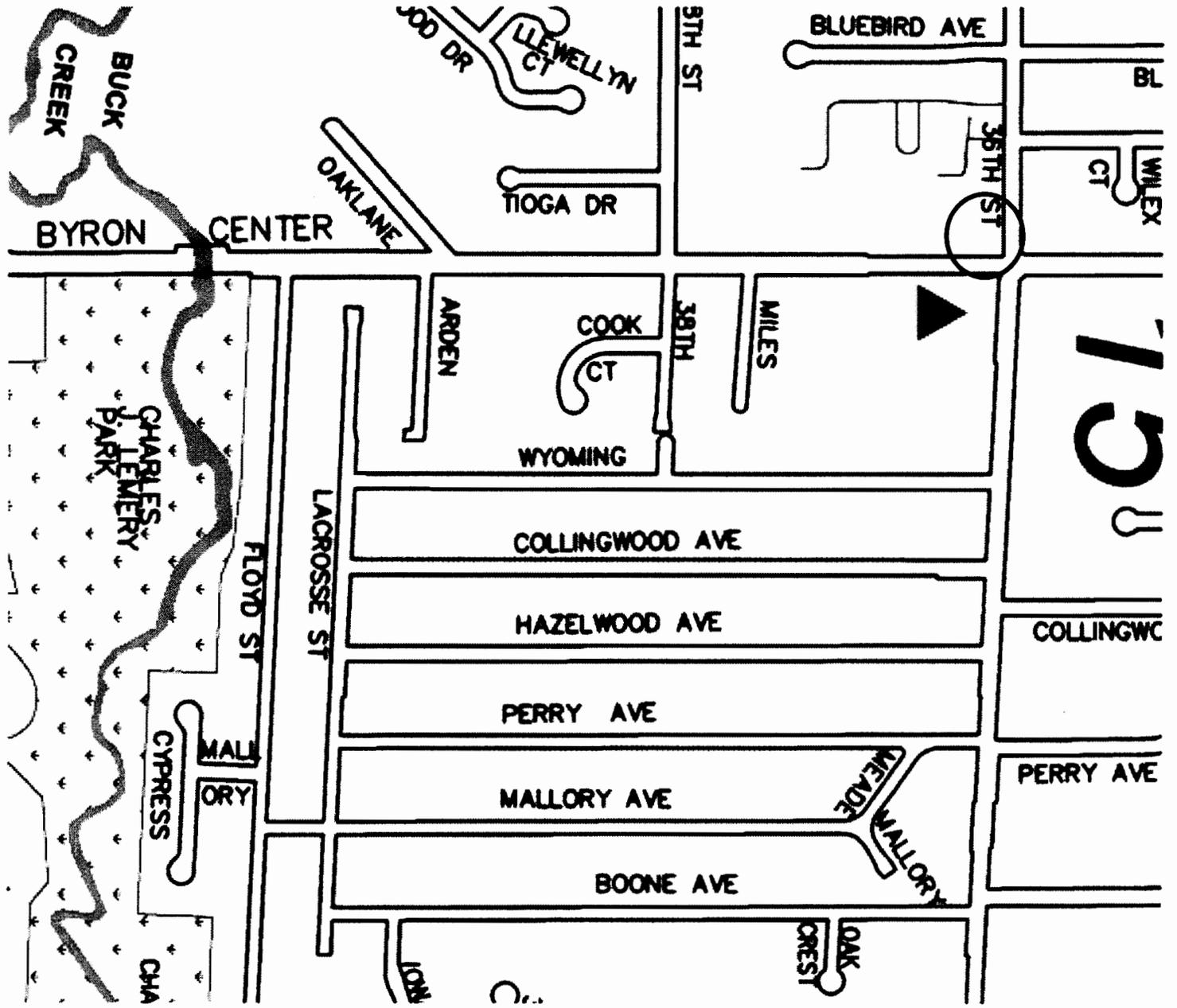
Authority,



William D. Dooley, PE
Traffic Engineer

WDD:ks

cc: Police Services



RESOLUTION NO. _____

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON THE PROPOSED
WYOMING COMMUNITY DEVELOPMENT 2015/2016 ONE YEAR ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 39 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a One Year Action Plan application for the 40th program year covering the period of July 1, 2015, through June 30, 2016.
3. On February 4, 2015, the Wyoming Community Development Committee unanimously recommended a proposed Wyoming Community Development 2015/2016 One Year Action Plan.
4. A City Council public hearing is a requirement prior to City Council approval of the Wyoming Community Development 2015/2016 One Year Action Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of April 6, 2015 at 7:01 p.m. for a public hearing on the Wyoming Community Development 2015/2016 One Year Action Plan.

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 February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A TIME AND PLACE FOR A PUBLIC HEARING TO CONFIRM
THE SPECIAL ASSESSMENT ROLL FOR THE SIDEWALK ALONG DIVISION AVENUE
BETWEEN 54TH STREET AND 60TH STREET, SPECIAL ASSESSMENT ROLL 15-793

WHEREAS:

1. The Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of constructing sidewalk along Division Avenue between 54th Street and 60th Street to the properties specially benefitted by said public improvement, and the same has been presented to the City Council by the City Clerk.

NOW, THEREFORE, BE IT RESOLVED:

1. The special assessment roll shall be filed in the office of the City Clerk for public examination.
2. The City Council shall meet at Wyoming City Hall, 1155-28th Street SW, Wyoming, Michigan, on **March 2, 2015, at 7:01 p.m.**, for the purpose of hearing all persons interested in the special assessment roll and reviewing the same.
3. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
 - a. Publish once in the Grand Rapids Press, an official newspaper of the City of Wyoming, not less than five (5) days prior to the date of the hearing; and
 - b. Send by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten (10) days before the time of the hearing.
4. The notice of the hearing to be published and mailed, shall be in substantially the following form:

NOTICE OF HEARING TO REVIEW AND CONFIRM
SPECIAL ASSESSMENT ROLL
CITY OF WYOMING
COUNTY OF KENT, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

PERMANENT PARCEL NUMBERS ATTACHED

A special assessment roll has been prepared for the purpose of defraying the special assessment district's share of the cost of the following improvements: Sidewalk along Division Avenue, between 54th Street and 60th Street, Special Assessment Roll 15-793.

The City Council will hold a public hearing in the City Council Chambers at the City Hall, 1155 – 28th Street SW, Wyoming, Michigan, on **March 2, 2015, at 7:01 p.m.**, for the purpose of receiving public comments from interested persons and reviewing and confirming the special assessment roll. The special assessment roll is on file for public

examination with the City Clerk. An owner or party in interest in the property to be assessed, or their agent, must appear and protest at the hearing in order to appeal the amount of the special assessment to the Michigan Tax Tribunal.

An owner or party in interest, or their agent, may either appear in person at the hearing to protest the special assessment by filing a written protest with the City Clerk before the close of the hearing, or may file their appearance and protest by letter delivered to the City Clerk at 1155 - 28th Street, SW, Wyoming, Michigan 49509 no later than the close of the hearing, in which case a personal appearance is not required. The owner or party in interest may file a written appeal of the special assessment with the Michigan Tax Tribunal no later than thirty (30) days after the confirmation of the special assessment roll, if that special assessment was protested at the hearing held for the purpose of confirming the roll.

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 February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Special Assessment Table

Resolution No. _____

**Division Avenue Sidewalk, 54th St to 60th St
Special Assessment No. 15-793**

Parcels Numbers (Parent Parcel Number)

41 – 17 – 36 – 277 – 036
41 – 17 – 36 – 277 – 037
41 – 17 – 36 – 277 – 025
41 – 17 – 36 – 277 – 023
41 – 17 – 36 – 277 – 038 (006)
41 – 17 – 36 – 277 – 040 (009)
41 – 17 – 36 – 476 – 043
41 – 17 – 36 – 476 – 007
41 – 17 – 36 – 476 – 031
41 – 17 – 36 – 476 – 048 (010)
41 – 17 – 36 – 476 – 046 (018)
41 – 17 – 36 – 476 – 056 (019)
41 – 17 – 36 – 476 – 058 (013)
41 – 17 – 36 – 476 – 050 (037)
41 – 17 – 36 – 476 – 060 (036)
41 – 17 – 36 – 476 – 063 (041)
41 – 17 – 36 – 476 – 052 (040)
41 – 17 – 36 – 476 – 054 (035, 044)
41 – 17 – 36 – 476 – 045 (033)

RESOLUTION NO. _____

RESOLUTION TO DECLARE THE NECESSITY OF CONSTRUCTING SIDEWALK
ALONG DIVISION AVENUE BETWEEN 54TH STREET AND 60TH STREET,
SPECIAL ASSESSMENT ROLL 15-793

WHEREAS:

1. The City has provided notice to interested parties and the City Council has held a public hearing for the proposed public improvement described as: Division Avenue sidewalk, between 54th Street and 60th Street, Special Assessment Roll 15-793.
2. Any objections offered by persons owning property to be assessed for such improvement, were not deemed by the City Council to render such improvement unnecessary.
3. The City Council deems it necessary to proceed with construction of sidewalk along Division Avenue between 54th Street and 60th Street.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby determines to make the following public improvement and to defray a part or the whole cost by special assessment upon the properties specifically benefitted: Division Avenue sidewalk, between 54th Street and 60th Street, Special Assessment Roll 15-793.
2. The City Council hereby approves the plans and specifications for the public improvements, and determines that the total estimated cost of the public improvements to be **\$518,504.00**.
3. The City Council determines that the sum of **\$95,445.66** shall be paid by special assessment upon the properties specifically benefitted and that the sum of **\$423,058.34** shall be the obligation of the City at large.
4. The City Council determines the number of installments in which the special assessment shall be paid to be fifteen (15) equal annual installments, the first installment to be due and payable on October 1, 2015, and the balance of the installments to be due on the first day of October of each and every year thereafter.
5. Interest shall be charged on the unpaid balance of the special assessment at a rate not to exceed **Three (3.00%)** percent per annum on the installments of the special assessment and shall be payable without interest through September 30, 2015.
6. The City Council designates the following properties as the special assessment district upon which the special assessments shall be levied (see attached list).
7. The City Manager shall direct the City Assessor to prepare a Special Assessment Roll, including all lots and parcels of land within the special assessment district and the Assessor shall assess to each such lot or parcel of land, such portion of the whole sum to be levied against all properties in the special assessment district, as the benefit to such lot or parcel of land bears to the total benefits to all properties in the district.
8. When the Assessor has completed the assessment roll, the assessment roll shall be filed with the City Clerk, as required by the City Code.

9. Property owners may appeal the assessment to the Michigan Tax Tribunal within 30 days after confirmation of the assessment roll. Appearance and protest at the local hearing is required in order to appeal the special assessment to the Michigan Tax Tribunal. An owner or party in interest, or their agent, may appear in person at the hearing, or may file their appearance or protest by letter and their personal appearance shall not be required.

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 February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Special Assessment Table

Resolution No. _____

**Division Avenue Sidewalk, 54th St to 60th St
Special Assessment No. 15-793**

Parcels Numbers (Parent Parcel Number)

41 – 17 – 36 – 277 – 036
41 – 17 – 36 – 277 – 037
41 – 17 – 36 – 277 – 025
41 – 17 – 36 – 277 – 023
41 – 17 – 36 – 277 – 038 (006)
41 – 17 – 36 – 277 – 040 (009)
41 – 17 – 36 – 476 – 043
41 – 17 – 36 – 476 – 007
41 – 17 – 36 – 476 – 031
41 – 17 – 36 – 476 – 048 (010)
41 – 17 – 36 – 476 – 046 (018)
41 – 17 – 36 – 476 – 056 (019)
41 – 17 – 36 – 476 – 058 (013)
41 – 17 – 36 – 476 – 050 (037)
41 – 17 – 36 – 476 – 060 (036)
41 – 17 – 36 – 476 – 063 (041)
41 – 17 – 36 – 476 – 052 (040)
41 – 17 – 36 – 476 – 054 (035, 044)
41 – 17 – 36 – 476 – 045 (033)

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE USE OF LAMAR PARK FOR A 24 HOUR CHARITY
EVENT AND TO WAIVE RESERVATION FEES FOR THE EVENT

WHEREAS:

1. The American Cancer Society has requested the use of Lamar Park commencing at 3:00 p.m. until 8:00 p.m. Thursday, May 14, 2015 and 7:00 a.m. Friday, May 15, 2015 through 3:00 p.m. Saturday, May 16, 2015, to host a Relay for Life event for the purpose of raising funds to combat cancer.
2. Section 54-6 of the City Code states that no person is to be in or upon a City Park between the hours of 11:00 p.m. and 7:00 a.m. without specific written consent from the City.
3. The American Cancer Society has also requested the waiver of all facility fees related to the event in lieu of the City of Wyoming's co-sponsorship of the event.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to grant permission to waive Section 54-6 of the City Code.
2. The Mayor and City Clerk are hereby authorized to approve the waiver of all facility fees related to the event.

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 February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: February 2, 2015

Subject: American Cancer Society's Wyoming Relay For Life

From: Eric Tomkins, Recreation Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 16, 2015

RECOMMENDATION:

It is recommended that the City Council approve the request from the American Cancer Society to host a Relay For Life event at Lamar Park on Friday, May 15 and Saturday, May 16, 2015 (some event set-up will need to take place on the evening of Thursday, May 14). The request is being brought to the City Council for approval as the American Cancer Society is requesting the City of Wyoming co-sponsor the event (waiving all facility fees, estimated to be \$3,400) and the event is a 24 hour event which requires written consent to waive the City of Wyoming Ordinance, Sec. 54-6 related to the Closing of City Parks.

SUSTAINABILITY CRITERIA:

Environmental Quality – The American Cancer Society's Relay For Life event is based on walking and experiencing an outdoor setting for the activities related to the event.

Social Equity – Relay For Life is a charitable activity designed to raise funds for cancer research and treatment. It brings together many businesses and organizations in the Wyoming area to participate together in this cause.

Economic Strength – Outside of raising much needed funding in the fight against cancer, Relay For Life brings together employees and volunteers from many area businesses and organizations to work together towards developing pride in the community.

DISCUSSION:

This will be the 11th year of the City's support of the Relay For Life event being held at Lamar Park. The event traditionally attracts approximately 1,000 participants over the entire 24 hour period, with approximately 250 individuals being on site at any one time. The event would utilize all Lamar Park sections, the open air shelter, grandstand, 300' softball field and the department's portable stage. The American Cancer Society will be responsible for a) notifying the immediate neighborhood of the event and its related activities, b) provide an emergency service plan of action, event insurance naming the City of Wyoming as an additional insured and any other items as required, c) affirm that pets are prohibited from event participation, and d)

adhere to any and all other park rules and regulations. As mentioned in their letter of request, the American Cancer Society recognizes that music and other related noise will be subjected to the City's existing noise ordinance. There are no other considerations necessary in regards to ordinance or zoning for overnight activities, including camping, except for the written consent necessary to waive Ordinance, Sec. 54-6 related to the Closing of Parks.

BUDGET IMPACT:

The City of Wyoming shall lose approximately \$3,400 in fees through sponsoring the event. Without such sponsorship, the event would most likely not occur.



January 13, 2015

Rebecca Rynbrandt
Director of Parks and Recreation, City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Dear Rebecca,

We are requesting approval to hold the 10th annual American Cancer Society Relay For Life of Wyoming at Lamar Park. The Relay For Life is a 24-hr walking event. As such, the American Cancer Society is seeking written consent to reserve the park on Thursday, May 14, 2015 between 3:00pm and 8:00pm for set up and Friday, May 15 at 7:00am until Saturday, May 16 at 3:00pm. Approximately 1,000 people will participate; however only around 250 will be onsite at any given time. We are also requesting use of the stage.

Once again we are inviting the City of Wyoming to sponsor the event. Sponsorship would entail waiving all reservation fees for the event, including section, shelter and stage fees. In addition, use of the Lamar Park Grandstand is requested (not including the baseball field). Sponsorship does not include the waiving of responsibility for the American Cancer Society in regards to providing necessary insurances, etc.

In terms of music and other related noise, we will abide by the City's noise ordinance. Further review shows no other considerations are necessary in regards to ordinance or zoning for overnight activities, including camping.

Consistent with City of Wyoming Parks and Recreation special event reservations, the American Cancer Society will:

- a. Notify the immediate neighborhood of the special event and its related activities.
- b. Provide an emergency service plan of action, event insurance naming the City of Wyoming as additional insured, and any other items as required.
- c. Affirm pets are prohibited from the event site.
- d. Adhere to any and all other park rules and regulations.

The City of Wyoming has graciously participated in this event for the last 9 years with no adverse situations. The city is recognized for their contributions through multiple press releases, and at the actual event via event programs, signage, and t-shirt logo.

We are actively planning the 2015 Relay For Life of Wyoming and have additional local teams committed to participating, and would like to continue our partnership with the City of Wyoming in this community event. The 2015 Relay For Life of Wyoming is formed and wishes to confirm the event date and site as soon as possible for future planning. It is our hope you will once again join us in this endeavor. Please contact the American Cancer Society with any questions that may arise.

Sincerely,
Elizabeth Balder

Elizabeth Balder
Specialist, Relay For Life—The American Cancer Society
616.551.4031
Elizabeth.balder@cancer.org

CITY OF WYOMING PARKS AND RECREATION DEPARTMENT
Special Event Application

ORGANIZATION: American Cancer Society, Relay For Life of Wyoming
CONTACT NAME: Elizabeth Balder
TITLE: Specialist, Relay for Life
ADDRESS: 129 Jefferson Ave SE
CITY/STATE/ZIP: Grand Rapids, MI 49503
DAY PHONE: 616.557.4031 EVENING PHONE: 415.562.4461
FAX: 616.364.6457 E-MAIL: elizabeth.balder@cancer.org
EVENT NAME(S): Relay For Life of Wyoming
EVENT DESCRIPTION(S): 21hr. Cancer fundraising event for the American Cancer Society

IS THIS A 1st TIME EVENT: YES _____ NO

(If NO, where was event held last year): _____

DATES REQUESTED: May 15-16, 2015
(attach information if necessary)

TIMES REQUESTED: 7am (May 15) - 1pm (May 16)
(attach information if necessary)

EXPECTED ATTENDANCE: 1200
(per date)

PARK AND FACILITIES REQUESTED: Lamar Park & access to Chicago Drive Access road to Lamar Park

WILL REQUEST INVOLVE USE OF SPECIAL EQUIPMENT (inflatable games, dunk tank, etc.): use of inflatable games

REQUESTING CITY OF WYOMING CO-SPONSORSHIP: YES NO _____
(If YES, you must submit a letter of request addressing your reason for seeking co-sponsorship. A request for fee waivers would be considered a request for co-sponsorship.)

(Please send completed application to City of Wyoming Parks and Recreation Department, 1155 - 28th ST SW, Wyoming MI 49509 or e-mail to parks_info@wyomingmi.gov or fax to 616-249-3400 attn: Event Application. Online event application available at www.wyomingmi.gov/ParksRec/specialeventform.asp)

OFFICE USE ONLY: APPROVED: _____ DENIED: _____

2/16/2015
RLR

RESOLUTION NO. _____

A RESOLUTION OF APPROVAL FOR THE IDEAL PARK
DEVELOPMENT MASTER PLAN

WHEREAS:

1. The City of Wyoming has undertaken the Ideal Park master planning process to evaluate and make recommendations for improvements to Ideal Park, a public park located at 5843 Crippen Avenue SW.
2. The City of Wyoming has, through citizen consultation, identified areas for facility and programming improvement necessary to meet the changing needs of the community.
3. The final park master plan has been developed through extensive input from the community and staff, including representatives of area schools, Michigan Department of Environmental Quality, and Kent County Drain Commission.
4. The final development master plan concept has been reviewed by both the Parks and Recreation and Planning Commissions and has been unanimously recommended to the City Council.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Ideal Park Development Master Plan as presented.

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 February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Map

Survey Results

Resolution No. _____

STAFF REPORT

Date: February 3, 2015

Subject: Ideal Park Master Plan – Recommendation to Adopt

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: February 9, 2015

Recommendation: The Parks and Recreation Commission and staff recommend the City Council adopt the proposed (attached) development master plan for Ideal Park and to proceed with the process of amending the 5-Year Community Recreation Master Plan with the State of Michigan.

Sustainability Criteria:

Environmental Quality – Ideal Park is a historical park, whose facilities were primarily built between 1933 and 1938. On July 6, 2014 a tornado destroyed the character of Ideal Park by damaging the shelter and lodge, and destroying the playgrounds and 98% of the tree canopy throughout the park. Poor turf conditions, and the need to renovate the basketball and tennis courts in addition to significant maintenance required of the parking lot, present an opportunity for full park redevelopment. Such redevelopment requires a park master plan.

Economic Strength – The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. A park master plan is necessary to determine citizen interests and priorities for redevelopment obtain grants and invest the parks and recreation operational millage.

Social Equity – The City’s Parks and Recreation Department is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for the citizens of the City of Wyoming

Discussion:

Please find attached a copy of the proposed master plan for Ideal Park. The plan, designed by consultant PM Blough, Inc., has been crafted following an extensive public outreach, incorporating ideas and feedback from citizens, with particular emphasis on neighborhood residents, school representatives and business leaders as well as input from the Michigan Department of Environmental Quality, Kent County Drain Commission and City Parks and Recreation, Planning and Engineering staff.

Our engagement campaign, included media reports through WKTV, WOOD TV 8, FOX 17, WZZM TV 13, Advance Newspapers, Grand Rapids Press, City of Wyoming Website, direct email notices via the Wyoming Parks and Recreation Department Constant Contact e-newsletter and RecTrac software system, use of social media (Facebook, Twitter), and more. The formal engagement opportunities were held, with associated results:

December 2: Citizen Input Meeting at Ideal Park Christian Reformed Church.

- 32 attendees



December 17: Engineering, MDEQ, Kent County Drain Commission, Planning Input Meeting.



January 8: Citizen Input Meeting at Ideal Park Christian Reformed Church.

- 41 attendees



January 14: Joint meeting of the Wyoming Parks and Recreation and Planning Commissions. **The Parks and Recreation Commission voted unanimously to recommend the plan to the City Council for approval.**

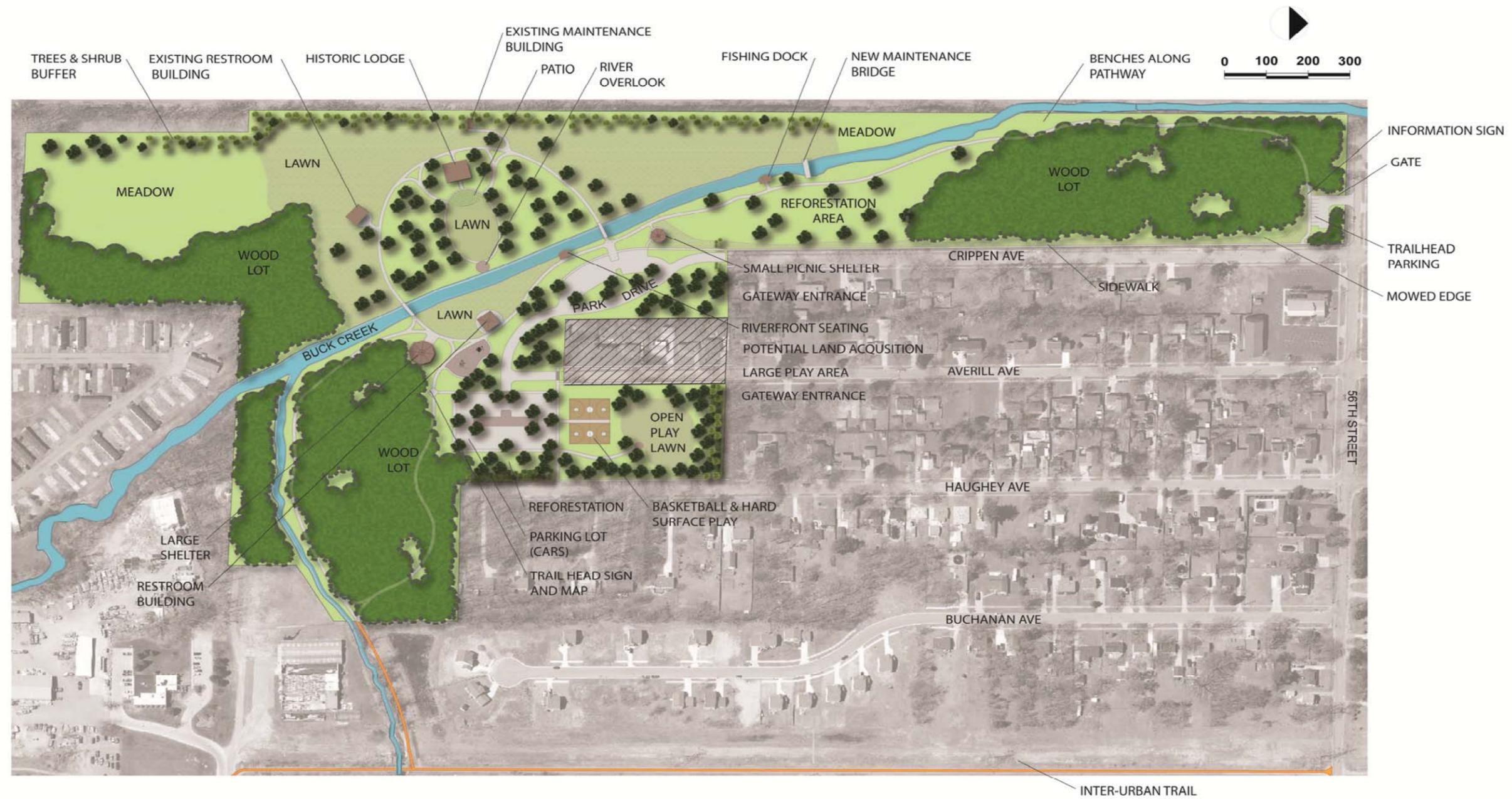
January 19: Electronic Survey Tool Released. Full survey results attached.

- 127 survey responses
- 71% of respondents are satisfied to highly satisfied with the proposed plan, 26% neutral, and 3% not satisfied
- 98% of respondents (opinion) agree with the historical context and natural features of the design
- 80% of respondents were from outside of the immediate neighborhood, complimenting and affirming the public comments and input from the targeted neighborhood meetings

This process has resulted in, arguably, the most vetted park development plan ever presented to the City Council for approval. With such approval, the plan will be used as the primary strategic planning tool for the redevelopment of Ideal Park; and is necessary for the City of Wyoming to seek and obtain grants from the Michigan Department of Natural Resources.

Budget Impact:

A construction cost estimate will be calculated following the acceptance of the plan.



IDEAL PARK MASTER PLAN

CITY OF WYOMING
JANUARY 13, 2015



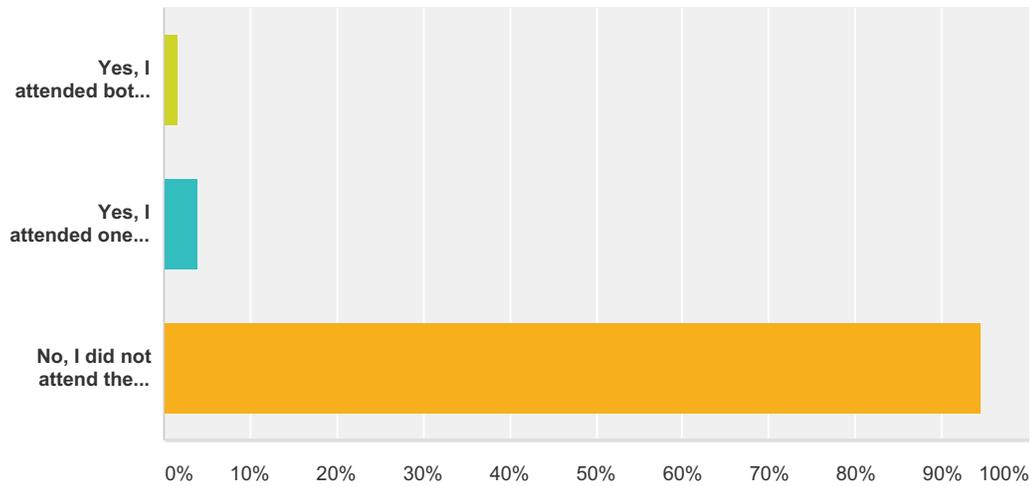
FINAL RESULTS
City of Wyoming
Public Comment Survey
In response to the Proposed
Ideal Park Master Plan
January 2015



Survey Prepared By:
 PM Blough, Inc.

Q1 Did you attend either of the Public Meetings for the Ideal Park Master Plan on December 2, 2014 or January 8, 2015?

Answered: 127 Skipped: 2



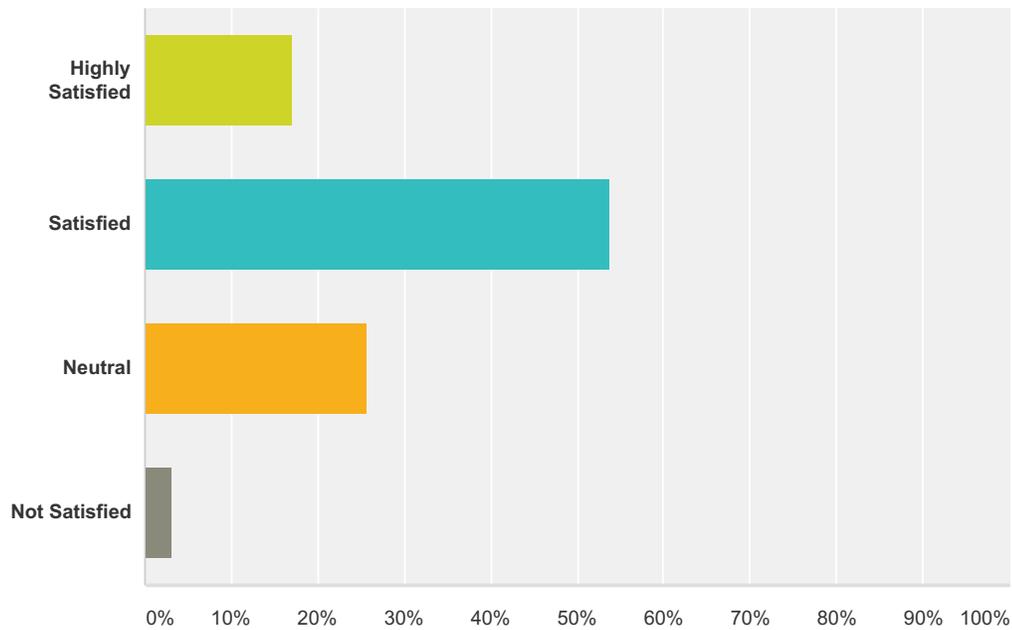
Answer Choices	Responses	Count
Yes, I attended both of the meetings.	1.57%	2
Yes, I attended one of the meetings.	3.94%	5
No, I did not attend the meetings.	94.49%	120
Total		127

#	Comments	Date
1	I did not know of either meeting.	1/28/2015 10:16 AM
2	was unable to attend	1/21/2015 3:18 PM
3	Live in the neighborhood and heard nothing of the meetings... Unreal	1/21/2015 8:29 AM
4	Do not have cable TV.	1/20/2015 9:31 PM
5	I couldn't make it because my mom has been in the hospital.	1/20/2015 4:32 PM
6	I attended the Joint Parks & Rec Committee/Planning Commission meeting where the final draft plan was presented.	1/20/2015 9:47 AM
7	Thank you to Parks & Rec for the Public meeting. They were very informative.	1/19/2015 9:00 PM
8	I live in the 4800 block, so I'm not the closest resident to this park, but we use it. I'm glad to have opportunity to give input!	1/19/2015 4:28 PM
9	We were out of state	1/19/2015 1:52 PM
10	Thank you for giving the community a chance to share their input.	1/19/2015 12:59 PM
11	Wanted to, but had conflicts both times.	1/16/2015 9:54 PM
12	I was sick.	1/16/2015 6:11 PM
13	Did not know about them. How about some kind of dam	1/16/2015 3:07 PM

14	We really wish we could have, but we didn't have childcare available.	1/16/2015 2:09 PM
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Q2 How satisfied are you with the proposed new master plan for Ideal Park?

Answered: 128 Skipped: 1



Answer Choices	Responses
Highly Satisfied	17.19% 22
Satisfied	53.91% 69
Neutral	25.78% 33
Not Satisfied	3.13% 4
Total	128

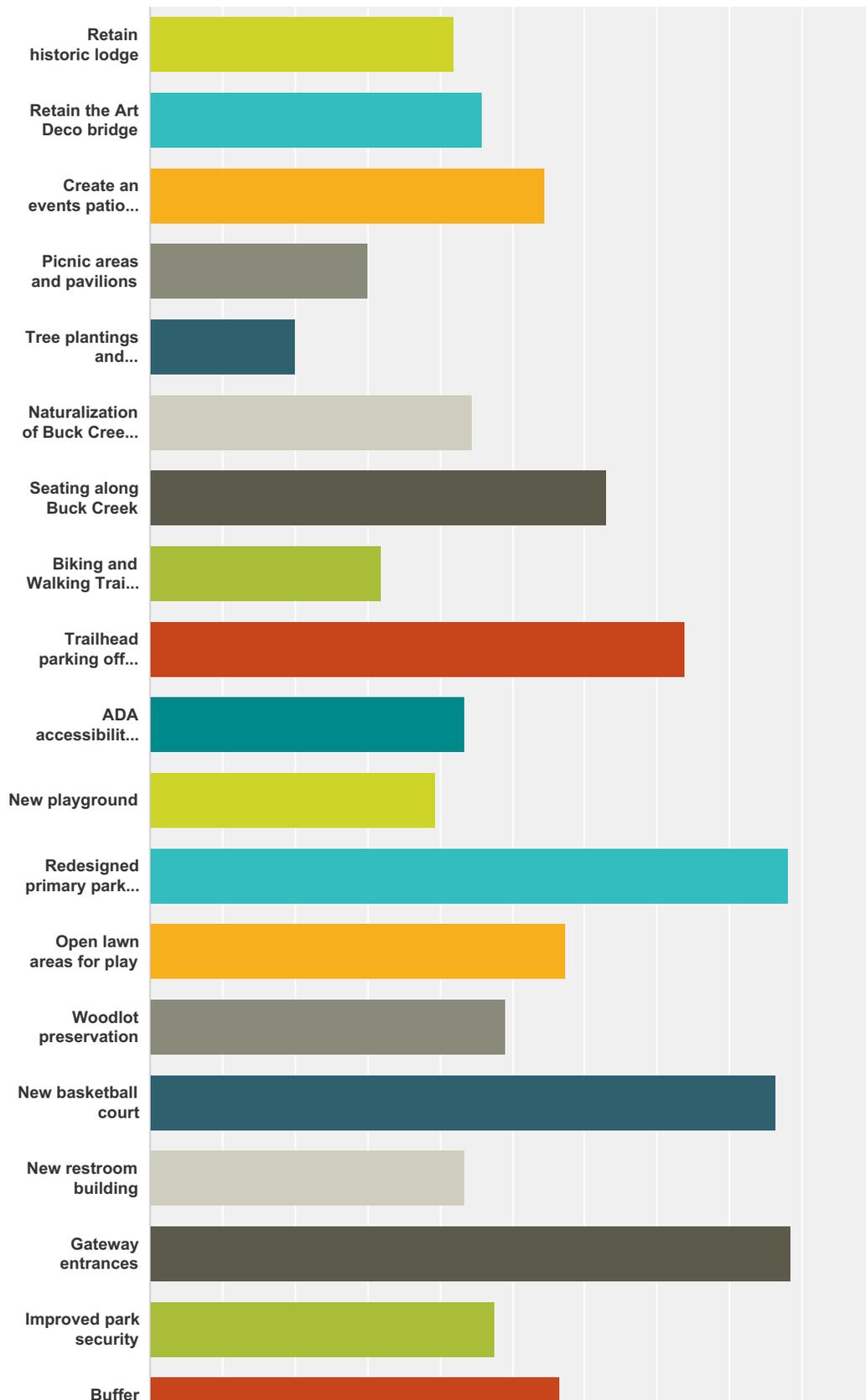
#	Please offer your comments:	Date
1	I think they should make the play grounds really nice, add a splash pad, and other unique and fun things for the local kids who last their play ground.	1/29/2015 3:04 PM
2	Baseball diamond? Tennis court? paved walking route circuit along outer boarder of entire park. small children play area-swings,slides, etc.	1/25/2015 2:59 PM
3	Pickle ball. Courts? Playground?	1/24/2015 5:37 PM
4	I would like to see a 9 hole disc golf course put in.	1/21/2015 4:24 PM
5	more seats along creek would be nice.	1/21/2015 3:18 PM
6	This park needs an activity/attraction like a disc golf park and a better bike path or running course. Johnson Park, Heritage Park,etc. have these and are really popular because they combine these things with playgrounds, fun for everyone. Also, add more safety patrols. Creeps around here have made it scary for kids to come here the last decade or so. Without these additions, this park will go back to creepy dark park only locals visit, and carefully.	1/21/2015 12:13 AM

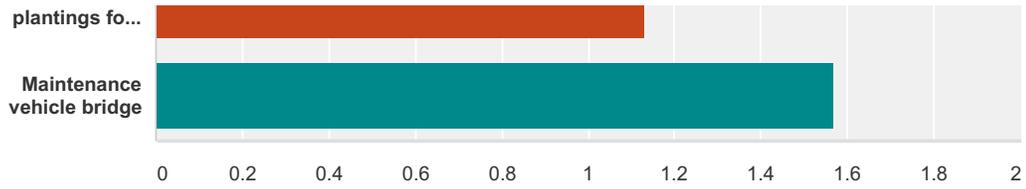
7	Ideal Park has always been and I'm sure always will be a beautiful park. The reason many people are weary of this park, however, is the issue of safety. I would definitely make the park much more visible to passersby, somehow. It's seclusion makes it beautiful, but also a huge haven for sex offenders, especially with the high number of sex offenders employed at Zeeland Lumber just across the railroad tracks. People who know better do not feel safe with children at Ideal Park. Parents who either do not know, or do not really care or worry about their children's safety, are the only ones who visit there or allow their kids to go there alone. It's been like this for years, and my Grandfather built a few of the homes on Crippen Ave in the 1940's. With this rebuilding project, I hope the City of Wyoming keeps this in mind. I'm not sure if it's in the budget for some kind of security measure or something, have police drive through the area just to show a presence? I live here. I just wish it was safer here. Also, the end of this street is a major flood zone for residents living in homes on Crippen Ave. It's amazing that anyone still resides there. My home is higher up on the plateau so we rarely see flooding come to the house. But the people living in those end of Crippen homes across from the park are severely flooded every. single. year. I'd much rather see some funds be used to buy out some of those badly damaged lots owners and pay for some relocation to happen. But I realize that is not your agenda at this time.	1/20/2015 11:25 PM
8	What land do you want to acquire? Are you going to redo the bike trail? It is getting in really bad shape. Last time I biked there, I realized I should have taken the road.	1/20/2015 9:52 PM
9	Ideal park should be different from the others (financial issues might be a problem)	1/20/2015 9:31 PM
10	I dont see a playground.	1/20/2015 9:22 PM
11	I feel that a baseball/softball field and at least 1 kids playground are necessary.	1/20/2015 8:26 PM
12	Please make sure the playground equipment will be included.	1/20/2015 8:16 PM
13	Would be nice to see some exercise type of equipment incorporated into the park's playground so parents can get fit while kids play.	1/20/2015 7:17 PM
14	I would like to see the park back in business. My grandma actually named the park many years ago. They had a contest on what to name the park and she came up with Ideal Park and won. Makes me proud. I also have several good memories of the park because we had a lot of family reunions there.	1/20/2015 4:32 PM
15	Where is the playground for the children to play on? I see a proposed land acquisition, but what will the neighborhood kids play on in the meantime?	1/20/2015 3:06 PM
16	Nothing is being done to alleviate the flooding problems. The area at the end of Crippen, where the trees were removed floods all the time, This is where the new plan has a drive and parking. This will make the flooding problem worse. There is no place for snow plows to turn around since the new plan removes the culldasack.	1/19/2015 9:00 PM
17	I want to stress that the City of Wyoming streets department be asked to put in several speed humps on both Averill & Crippen	1/19/2015 8:27 PM
18	Is there room for a dog park in the future. Built with donations like the other Wyoming dog park	1/19/2015 6:38 PM
19	I enjoyed the parking lot close to the creek to watch and feed the ducks and geese and squirrels	1/19/2015 6:15 PM
20	It would be nice to see a splash park added. Is there still going to be the play area for kids?	1/19/2015 5:35 PM
21	I think this plan looks great and will be a good improvement to the services/activities in the park. One thing to consider is adding a bmx bike path like the kids have developed in the east woods over the years. I don't see that in this plan and my guess is that they will just rebuild one anyway--so why not plan it in so that you can control it's quality and safety? Also I think this plan also honors the larger animals in the area (deer etc) that often can be seen in the park and surrounding areas.	1/19/2015 4:28 PM
22	just want it to stay a park	1/19/2015 1:52 PM
23	add a bike trail?	1/19/2015 1:51 PM
24	I like the walking trails on the North part of the park.	1/19/2015 12:59 PM
25	There used to be a path heading south along the creek, through a wooded section (or am I mistaken?). I can't tell from the plan if that's still going to be there, has been eliminated, has been substituted with something else, or some other alternative.	1/16/2015 9:54 PM
26	I believe it will a great place go to relax and see one of Wyoming's beautiful parks and be with nature.	1/16/2015 6:11 PM
27	More trails? Geocaching? Parking or connection with other lots/trail systems?	1/16/2015 4:02 PM
28	How about some sorta dam or water pump away system	1/16/2015 3:07 PM

29	It looks very nice. My number one concern is shade, but obviously that's not something anyone can do anything about any time soon. But for now, planting a lot of quality trees is important.	1/16/2015 2:09 PM
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Q3 Please identify how important you feel the following elements are in the plan.

Answered: 126 Skipped: 3

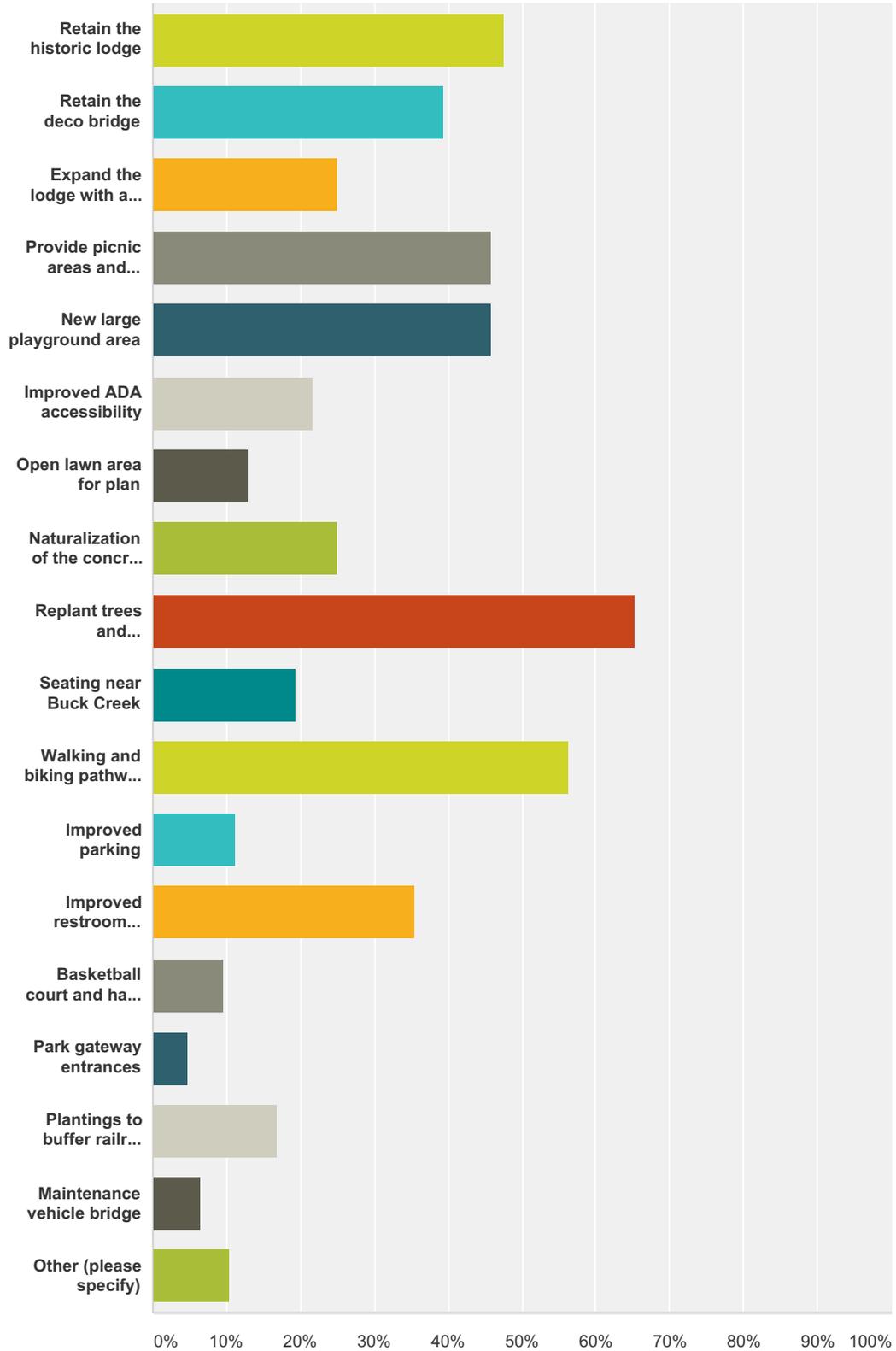




	High Priority	Medium Priority	Lower Priority	Total	Weighted Average
Retain historic lodge	61.48% 75	31.97% 39	6.56% 8	122	0.84
Retain the Art Deco bridge	58.87% 73	31.45% 39	9.68% 12	124	0.92
Create an events patio and lawn for use with the Lodge	49.18% 60	43.44% 53	7.38% 9	122	1.09
Picnic areas and pavilions	71.31% 87	26.23% 32	2.46% 3	122	0.60
Tree plantings and reforestation	81.30% 100	16.26% 20	2.44% 3	123	0.40
Naturalization of Buck Creek edge	60.66% 74	28.69% 35	10.66% 13	122	0.89
Seating along Buck Creek	44.63% 54	40.50% 49	14.88% 18	121	1.26
Biking and Walking Trails & Connections	70.73% 87	23.58% 29	5.69% 7	123	0.64
Trailhead parking off from 56th Street	35.54% 43	45.45% 55	19.01% 23	121	1.48
ADA accessibility in the park	60.66% 74	31.15% 38	8.20% 10	122	0.87
New playground	64.46% 78	27.27% 33	8.26% 10	121	0.79
Redesigned primary parking lots	22.88% 27	55.08% 65	22.03% 26	118	1.76
Open lawn areas for play	48.76% 59	38.84% 47	12.40% 15	121	1.15
Woodlot preservation	52.85% 65	43.09% 53	4.07% 5	123	0.98
New basketball court	26.83% 33	46.34% 57	26.83% 33	123	1.73
New restroom building	60.16% 74	32.52% 40	7.32% 9	123	0.87
Gateway entrances	23.97% 29	51.24% 62	24.79% 30	121	1.77
Improved park security	57.72% 71	31.71% 39	10.57% 13	123	0.95
Buffer plantings for noise & views	49.19% 61	39.52% 49	11.29% 14	124	1.13
Maintenance vehicle bridge	31.40% 38	48.76% 59	19.83% 24	121	1.57

Q4 What 5 items from the list below are most important to you? Please choose only 5.

Answered: 124 Skipped: 5



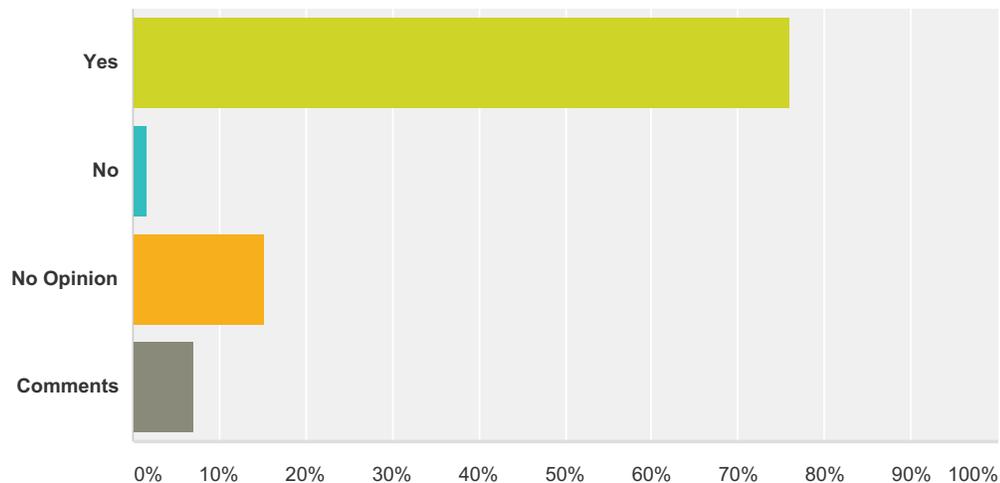
Answer Choices	Responses
Retain the historic lodge	47.58% 59
Retain the deco bridge	39.52% 49

Expand the lodge with a patio and lawn area	25.00%	31
Provide picnic areas and pavilions	45.97%	57
New large playground area	45.97%	57
Improved ADA accessibility	21.77%	27
Open lawn area for plan	12.90%	16
Naturalization of the concrete Buck Creek bank	25.00%	31
Replant trees and reforestation	65.32%	81
Seating near Buck Creek	19.35%	24
Walking and biking pathways with trailheads	56.45%	70
Improved parking	11.29%	14
Improved restroom facilities	35.48%	44
Basketball court and hard surface court	9.68%	12
Park gateway entrances	4.84%	6
Plantings to buffer railroad & industrial noise	16.94%	21
Maintenance vehicle bridge	6.45%	8
Other (please specify)	10.48%	13
Total Respondents: 124		

#	Other (please specify)	Date
1	pickleball courts	1/24/2015 5:37 PM
2	Amplitheater-	1/21/2015 6:09 AM
3	Disc golf course and increased security for the safety of people	1/21/2015 12:13 AM
4	Possibly add a Disc Golf Course to deter criminal activities. A disc golfing course would increase traffic and therefore decrease the likelihood of a crime to be committed. Example, Heritage Park in Grandville MI, great exposure of the entire park, local disc golf teams from local schools, colleges utilizing park property. The City could even host disc golf events there and have the planner of the event collect and pay a fee to rent the course.	1/20/2015 11:25 PM
5	My 11yr old child said she would like to see a food truck on wheels: summer drinks, snacks, instead of ppl going to Speedway b4 they come to park. The park will be equipped with a food truck	1/20/2015 9:31 PM
6	Exercise type equipment for adults	1/20/2015 7:17 PM
7	High security and occasional police presence	1/20/2015 5:38 PM
8	Some thing done about flooding, IE A Holding pond Widening and digging the creek deeper, This was proposed several years ago when the property on crippeen was purchased, and the 3 houses were torn down, and nothing was ever done.	1/19/2015 9:00 PM
9	speed humps	1/19/2015 8:27 PM
10	Soccer Field in back area	1/19/2015 4:09 PM
11	Splash pad	1/19/2015 3:33 PM
12	lighting and security	1/19/2015 12:59 PM
13	security features	1/16/2015 2:30 PM

Q5 Based on public input, the design of the park celebrates the historical context and natural features of this park. Do you agree with this design idea?

Answered: 125 Skipped: 4



Answer Choices	Responses
Yes	76.00% 95
No	1.60% 2
No Opinion	15.20% 19
Comments	7.20% 9
Total	125

#	Comments	Date
1	Yes but I think the playground should be very big with lots of unique fancy things. They deserve it.	1/29/2015 3:04 PM
2	for the most part	1/23/2015 10:31 AM
3	would like to be able to compare old and new on screen to be able to give a better opinion	1/21/2015 8:16 AM
4	This park needs an activity/attraction like a disc golf park and a better bike path or running course. Johnson Park, Heritage Park,etc. have these and are really popular because they combine these things with playgrounds, fun for everyone.	1/21/2015 12:13 AM
5	Increase park security, open up the park's visibility somehow and add a Disc Golf Course, this would deter criminal activity/sex offender	1/20/2015 11:25 PM
6	Most cities keep the historic features..but change it up a little. Have kids ages 5-18 paint a mural representing the park celebrations	1/20/2015 9:31 PM
7	As far as the idea of serenity prevails.	1/20/2015 6:10 PM
8	Very nice, great improvement, worth waiting for!	1/19/2015 4:28 PM
9	somewhat but should not stop progress	1/19/2015 12:59 PM

Q6 What do you like most about the proposed plan?

Answered: 72 Skipped: 57

#	Responses	Date
1	The ne playground, river seating, more pavillions.	1/29/2015 3:04 PM
2	keeping the Park as a nature setting	1/28/2015 10:16 AM
3	Bringing activity to the east side of Buck Creek	1/25/2015 4:20 PM
4	upgrades, yet retains/adds wooded features, gated entrance for security	1/25/2015 2:59 PM
5	new open areas	1/24/2015 5:37 PM
6	reforestation	1/23/2015 6:03 PM
7	Reforestation and preservation of history.	1/23/2015 10:40 AM
8	keeping historic aspects and reforestation and buck creek	1/23/2015 10:31 AM
9	That it stays very natural and filled with plants	1/21/2015 11:56 PM
10	you don't give a crap what i think so why bother?	1/21/2015 11:08 PM
11	seating along buck creek and new basketball court	1/21/2015 4:24 PM
12	more seating along creek	1/21/2015 3:18 PM
13	The new trail	1/21/2015 2:34 PM
14	new basketball courts	1/21/2015 2:30 PM
15	New shelters	1/21/2015 11:32 AM
16	it's getting it back open to the public	1/21/2015 11:26 AM
17	many activity areas available	1/21/2015 11:19 AM
18	keeping lodge	1/21/2015 11:08 AM
19	Expands upon historical elements	1/21/2015 9:14 AM
20	Walking and biking paths with trailheads	1/21/2015 8:47 AM
21	New courts	1/21/2015 8:29 AM
22	retaining as much old feel as possible	1/21/2015 8:16 AM
23	Maintaining the historacal context of the park	1/21/2015 6:42 AM
24	walk paths and benches along buck creek	1/21/2015 6:16 AM
25	replanting trees and shrubs	1/21/2015 12:34 AM
26	bike/walk paths and trees	1/21/2015 12:13 AM
27	restoration of the history of the park	1/20/2015 11:25 PM
28	Reopening of the park	1/20/2015 10:02 PM
29	Trees	1/20/2015 9:52 PM
30	Keeping the bridge	1/20/2015 9:31 PM
31	places for viewing nature	1/20/2015 9:22 PM
32	More picnic shelters	1/20/2015 9:02 PM

33	All	1/20/2015 8:48 PM
34	the reforestation	1/20/2015 8:16 PM
35	Encourages fitness, stress relief and family fun	1/20/2015 7:17 PM
36	the space	1/20/2015 6:10 PM
37	It includes public input.	1/20/2015 5:50 PM
38	restoring the trees and fixing the bridges	1/20/2015 3:06 PM
39	Main facilities located east of Buck Creek for better access.	1/20/2015 9:47 AM
40	reforestation	1/20/2015 9:29 AM
41	the naturalization	1/20/2015 8:59 AM
42	Reforestation	1/19/2015 10:06 PM
43	replanting trees	1/19/2015 10:00 PM
44	The lawn ect in front of the lodge	1/19/2015 9:00 PM
45	Replanting the trees	1/19/2015 6:38 PM
46	Lots of green space	1/19/2015 6:15 PM
47	saving the bridge and lodge	1/19/2015 5:54 PM
48	spaciousness	1/19/2015 5:46 PM
49	Restoring the park	1/19/2015 4:57 PM
50	Improved ADA accessibility	1/19/2015 4:55 PM
51	Improved river features, natural features maintained, new restrooms/shelters/play areas.	1/19/2015 4:28 PM
52	grass, trees and naturalization retaining historic items	1/19/2015 4:09 PM
53	Trails and playgrounds	1/19/2015 3:53 PM
54	Nothing	1/19/2015 3:33 PM
55	fishing dock	1/19/2015 3:22 PM
56	Walking path	1/19/2015 3:08 PM
57	Replant trees	1/19/2015 2:10 PM
58	Paved trails	1/19/2015 1:38 PM
59	trails and use of the areas that have been underutilized	1/19/2015 12:59 PM
60	Reforestation	1/18/2015 8:42 PM
61	retaining what can be	1/17/2015 9:17 AM
62	The preservation of and improvements to the lodge and the area in front of it.	1/16/2015 9:54 PM
63	Overall concept	1/16/2015 6:28 PM
64	Keep it natural.	1/16/2015 6:11 PM
65	Lots of new features	1/16/2015 4:02 PM
66	NA	1/16/2015 3:07 PM
67	Amount of trees	1/16/2015 2:49 PM
68	The reestablishment of trees for the natural canvas	1/16/2015 2:30 PM
69	Accessibility, bigger play and picnic areas	1/16/2015 2:23 PM
70	.	1/16/2015 2:23 PM

71	The expanded walking trails.	1/16/2015 2:09 PM
72	Reforestation	1/16/2015 1:38 PM

Q7 What do you like least about the proposed plan?

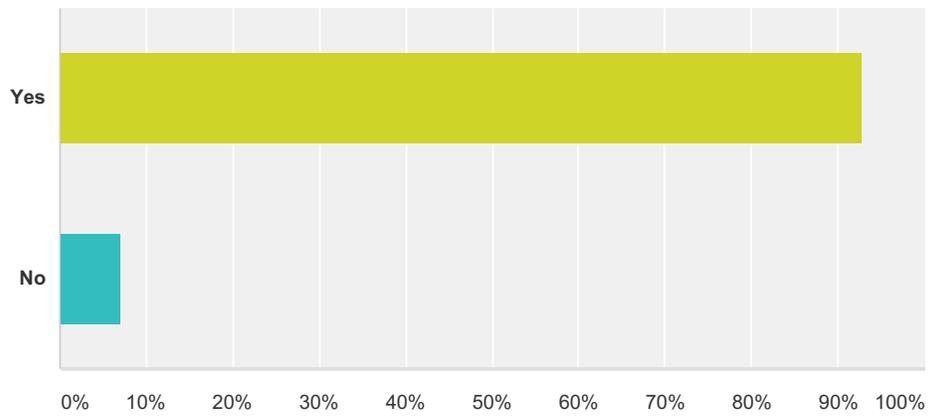
Answered: 65 Skipped: 64

#	Responses	Date
1	Nothing	1/29/2015 3:04 PM
2	not replanting trees	1/28/2015 10:16 AM
3	Nothing	1/25/2015 4:20 PM
4	no pickleball, recreational, or dog areas	1/24/2015 5:37 PM
5	gated park	1/23/2015 6:03 PM
6	Basketball court	1/23/2015 10:40 AM
7	probably basketball courts	1/23/2015 10:31 AM
8	It'd be nice to see more shaded seating areas and drinking fountain/water sources near the trails	1/21/2015 11:56 PM
9	bridge	1/21/2015 4:24 PM
10	basket ball courts and playgrounds	1/21/2015 3:18 PM
11	new rest room	1/21/2015 2:34 PM
12	Park gateway entrances	1/21/2015 2:30 PM
13	Fishing dock, not necessary in Creek.	1/21/2015 11:32 AM
14	I see one less park area than before.	1/21/2015 11:26 AM
15	riverfront seating	1/21/2015 11:19 AM
16	open areas	1/21/2015 11:08 AM
17	No tennis courts/pickleball courts	1/21/2015 8:47 AM
18	Flood plan	1/21/2015 8:29 AM
19	trying to modernise and open up areas	1/21/2015 8:16 AM
20	basketball court	1/21/2015 6:16 AM
21	lodge	1/21/2015 12:34 AM
22	nothing new really, it needs an attraction like a disc golf course or something similar.	1/21/2015 12:13 AM
23	the layout needs to change to increase the park visibility.	1/20/2015 11:25 PM
24	Lack of information concerning property acquisition	1/20/2015 10:02 PM
25	All the trees...that's why WE are redoing it now..some kind of tornado shelter if financial reasonable	1/20/2015 9:31 PM
26	Long time for trees to mature	1/20/2015 9:02 PM
27	N/A	1/20/2015 8:48 PM
28	The trailhead parking on 56th.	1/20/2015 8:26 PM
29	lack of play equipment for the children	1/20/2015 8:16 PM
30	simple equipment that encourages adults of all ages and fitness levels to "play" and get fit would be a valuable addition	1/20/2015 7:17 PM
31	0	1/20/2015 6:10 PM
32	So much talk about change - keep what worked	1/20/2015 5:50 PM

33	Where will the playground equipment be placed for kids to play immediately?	1/20/2015 3:06 PM
34	The plan looks great.	1/20/2015 9:47 AM
35	n/a	1/20/2015 8:59 AM
36	nothing	1/19/2015 10:00 PM
37	The locaction of the drive ways and the parking lot, and the elimination of the culdasck.	1/19/2015 9:00 PM
38	Play area by the basketball court. Should be closer to the pavilions where their families may be.	1/19/2015 6:38 PM
39	Parking arrangement	1/19/2015 6:15 PM
40	parking from 56th street	1/19/2015 5:54 PM
41	safety along Buck Creek	1/19/2015 5:46 PM
42	I wish we could afford it all	1/19/2015 4:57 PM
43	Secondary playground area	1/19/2015 4:55 PM
44	I would add some kind of skate or bike park structure for the kids.	1/19/2015 4:28 PM
45	seating near Buck Creek	1/19/2015 4:09 PM
46	Expanding the lodge	1/19/2015 3:53 PM
47	No splash pad	1/19/2015 3:33 PM
48	not enough restrooms and pavilions	1/19/2015 3:22 PM
49	Fishing bridge	1/19/2015 3:08 PM
50	na	1/19/2015 2:10 PM
51	It does not show a playground area.	1/19/2015 1:38 PM
52	removal of 2nd playground	1/19/2015 12:59 PM
53	N/a	1/18/2015 8:42 PM
54	focusing on trails	1/17/2015 9:17 AM
55	The (apparent) lack of picnic facilities.	1/16/2015 9:54 PM
56	cost	1/16/2015 6:28 PM
57	Parking	1/16/2015 6:11 PM
58	Lacks an identity?	1/16/2015 4:02 PM
59	NA	1/16/2015 3:07 PM
60	not enough trees	1/16/2015 2:49 PM
61	Ability for travel to other side of park	1/16/2015 2:30 PM
62	n/a	1/16/2015 2:23 PM
63	.	1/16/2015 2:23 PM
64	I have no complaints.	1/16/2015 2:09 PM
65	56th st parking	1/16/2015 1:38 PM

Q8 Prior to the tornado in July of 2014 had you ever visited Ideal Park?

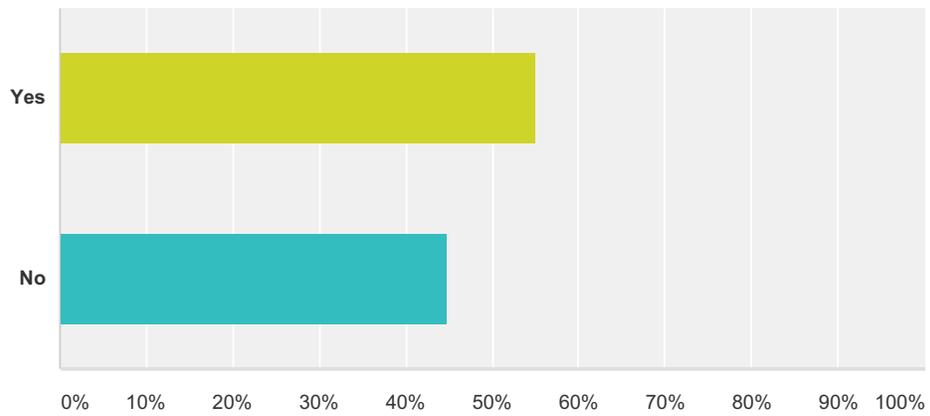
Answered: 125 Skipped: 4



Answer Choices	Responses
Yes	92.80% 116
No	7.20% 9
Total	125

Q9 Have you visited Ideal Park since the tornado in July 2014?

Answered: 125 Skipped: 4



Answer Choices	Responses	
Yes	55.20%	69
No	44.80%	56
Total		125

Q10 If you have visited Ideal Park, what is your favorite memory?

Answered: 83 Skipped: 46

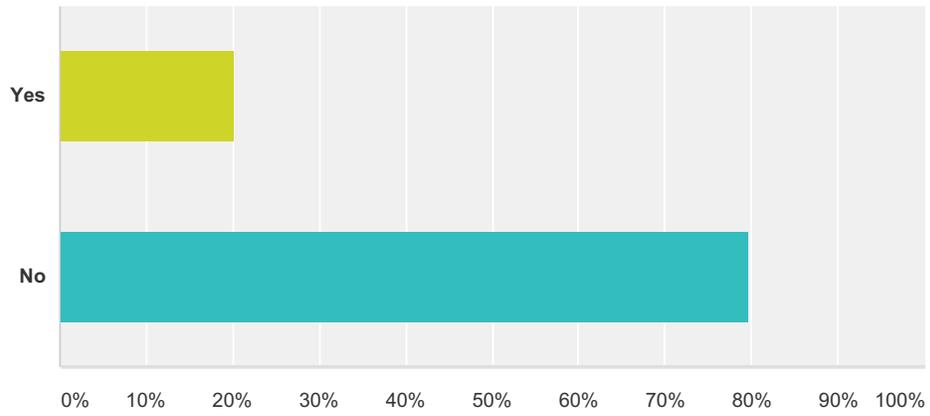
#	Responses	Date
1	I love the beautiful river view and bridges	1/29/2015 3:04 PM
2	Watching salmon run in Buck Creek in the fall	1/25/2015 4:20 PM
3	large group gatherings/picnics, playing in Buck creek	1/25/2015 2:59 PM
4	creek	1/24/2015 5:37 PM
5	I came there as a child, and have fond memories of the park.	1/23/2015 6:03 PM
6	Mature trees	1/23/2015 1:25 PM
7	Relaxing by creek	1/23/2015 10:40 AM
8	family reunions and playing along the creek	1/23/2015 10:31 AM
9	there was nobody there	1/21/2015 11:08 PM
10	the whole park it is a very nice area back in there, i would like to see that area turned into a park from 56th to the park and 2 streets east since it is a flood zone.	1/21/2015 4:24 PM
11	the creek and trees	1/21/2015 3:18 PM
12	Getting hubby & I yearly pics	1/21/2015 2:34 PM
13	Feeding the ducks along Buck creek	1/21/2015 2:30 PM
14	walks along trails and viewing plant life in different seasons	1/21/2015 1:59 PM
15	So many baseball outings with my family, walks on the trail	1/21/2015 11:26 AM
16	large mature trees	1/21/2015 11:19 AM
17	Big trees	1/21/2015 9:14 AM
18	Lying in the grass underneath the shade of the trees	1/21/2015 8:47 AM
19	Kids growing up there	1/21/2015 8:29 AM
20	love the old fashion look	1/21/2015 8:16 AM
21	Any of the time spent at this beautiful park	1/21/2015 6:42 AM
22	a place to go and share with the kids	1/21/2015 6:16 AM
23	it was its old growth	1/21/2015 6:09 AM
24	bike rides, crossing those bridges, baseball games in the baseball field there in the back of the park	1/21/2015 12:13 AM
25	Crossing the bridges, playing baseball in the baseball field, riding bikes in the park	1/20/2015 11:25 PM
26	Family reunions	1/20/2015 11:19 PM
27	crossing over the bridge and looking down at the river	1/20/2015 10:23 PM
28	Finding geocaches with the school group I lead	1/20/2015 10:02 PM
29	Biking trail	1/20/2015 9:52 PM
30	Passed by...New to area	1/20/2015 9:31 PM
31	A wedding in the lodge	1/20/2015 9:02 PM
32	Friends bday party splash pad walking trail	1/20/2015 8:48 PM

33	Letting my son play on the playground equipment, walking and biking on the paths	1/20/2015 8:16 PM
34	Taking pictures at the park	1/20/2015 6:04 PM
35	Natural space near city space	1/20/2015 5:50 PM
36	ball field	1/20/2015 5:17 PM
37	Family reunions when my grandparents were alive	1/20/2015 4:32 PM
38	Biking	1/20/2015 4:12 PM
39	Walking my dog along the trails and in the park, the bridges.	1/20/2015 3:06 PM
40	Photo taking	1/20/2015 2:08 PM
41	I went there with my little brother and sisters. I enjoyed seeing them have fun and playing. there was something very nice about that park.	1/20/2015 10:42 AM
42	N/A	1/20/2015 9:47 AM
43	Picnicing with my family while kids played, playing with kids in the park, the shadiness, the bridge	1/20/2015 9:29 AM
44	watching the ducks with our daughter. everything was beautiful	1/20/2015 8:59 AM
45	Fantastic bird watching in wooded areas	1/19/2015 10:06 PM
46	beautiful scenery	1/19/2015 10:00 PM
47	the creek	1/19/2015 8:26 PM
48	Celebrating graduations in the pavilions.	1/19/2015 6:38 PM
49	My step sons and his wife's wedding there.	1/19/2015 6:15 PM
50	many family reunions dating back to the '60s	1/19/2015 5:54 PM
51	Only there one time to meet someone and left. At a glance it looked comfortable.	1/19/2015 5:46 PM
52	Feeding the ducks with our kids and the art deco bridge	1/19/2015 5:35 PM
53	Quietness of the area	1/19/2015 4:57 PM
54	Playing with my kids on the equipment	1/19/2015 4:55 PM
55	Church picnics, ball field, biking on interurban to park, deer, wild flowers.	1/19/2015 4:28 PM
56	quiet and spacious with deer and turkey sightings often	1/19/2015 4:09 PM
57	Softball games	1/19/2015 3:53 PM
58	Nothing	1/19/2015 3:33 PM
59	the serene atmosphere, buck creek	1/19/2015 3:22 PM
60	The bridge and the trees	1/19/2015 3:08 PM
61	na	1/19/2015 2:10 PM
62	sitting the shade while the kids played	1/19/2015 1:55 PM
63	all the get-to-gathers there	1/19/2015 1:52 PM
64	HOW IT IS A GREAT PARK FOR FAMILYS	1/19/2015 1:48 PM
65	We had our wedding pictures taken there and family pictures after our son was born.	1/19/2015 1:38 PM
66	My Wedding :)	1/19/2015 1:31 PM
67	the bridge over the creek	1/19/2015 1:24 PM
68	flying kites on upper meadow	1/19/2015 12:59 PM
69	All the trees	1/18/2015 8:42 PM

70	son's graduating party and his proposal in may of 14	1/17/2015 9:17 AM
71	The lodge, the bridge(s) over the creek, the ducks, the general "old-timey" feel of the place.	1/16/2015 9:54 PM
72	Family Parties examples Birthday, baby shower and wedding shower	1/16/2015 6:28 PM
73	Beautiful and close to nature.	1/16/2015 6:11 PM
74	Trails	1/16/2015 4:02 PM
75	Grandaughters Wedding/Baby Showers/Playtime	1/16/2015 3:07 PM
76	Wife and I got our pictures taken there	1/16/2015 2:49 PM
77	The naturalness of the landscaping.	1/16/2015 2:30 PM
78	walk there nearly every day in soring summer and fall watching my kids play. playground didnt fit many local kids so it was sometimes disapointing to walk down there and not get a turn.	1/16/2015 2:30 PM
79	family picnic and walking through the creek as a kid	1/16/2015 2:23 PM
80	.	1/16/2015 2:23 PM
81	Walking there summer evenings with my daughter.	1/16/2015 2:09 PM
82	Playing sports in the open field behind the lodge!	1/16/2015 1:53 PM
83	went to several parties at lodge	1/16/2015 1:38 PM

Q11 Do you live in the Ideal Park neighborhood?

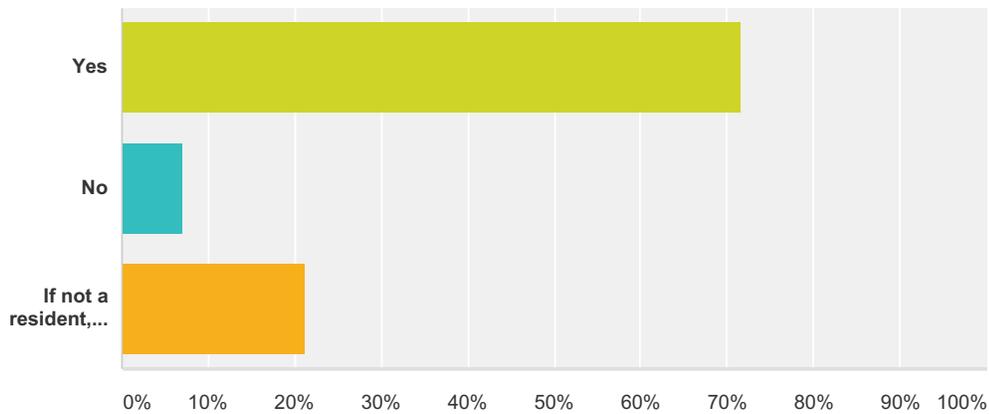
Answered: 124 Skipped: 5



Answer Choices	Responses	
Yes	20.16%	25
No	79.84%	99
Total		124

Q12 Are you a resident of the City of Wyoming?

Answered: 127 Skipped: 2



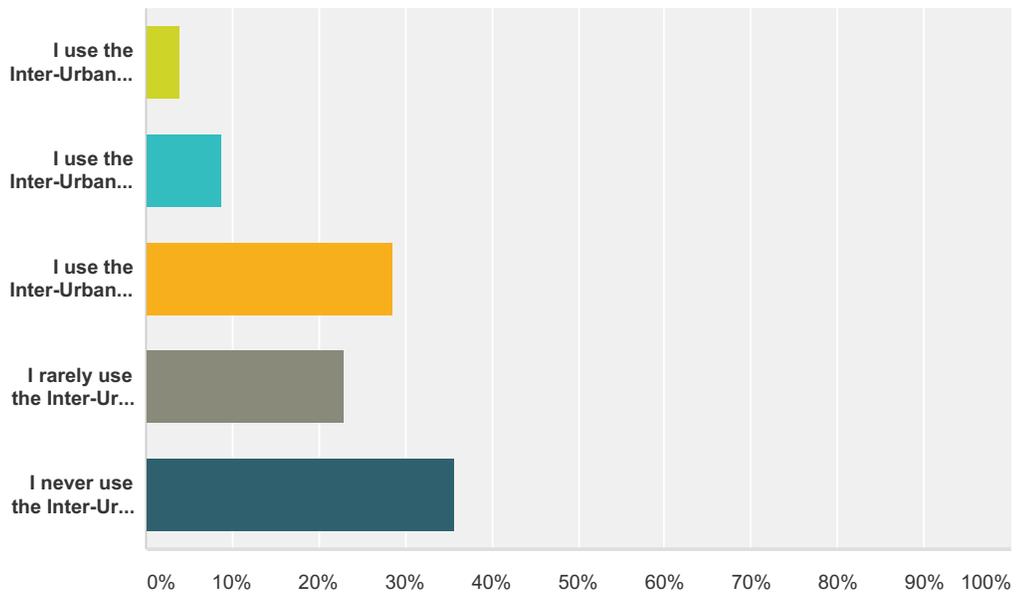
Answer Choices	Responses
Yes	71.65% 91
No	7.09% 9
If not a resident, please specify where you live.	21.26% 27
Total	127

#	If not a resident, please specify where you live.	Date
1	Cascade area	1/26/2015 1:14 PM
2	Kentwood near Wyoming edge	1/24/2015 11:43 PM
3	I grew up in Wyoming.I live in SC.for the past 10 yrs.	1/23/2015 6:03 PM
4	Across Division on Mick Ave.	1/23/2015 10:40 AM
5	kentwood 54th and madison	1/23/2015 10:31 AM
6	Kentwood	1/21/2015 11:19 AM
7	Caledonia	1/21/2015 9:14 AM
8	Byron Center. I work in Wyoming though.	1/21/2015 8:47 AM
9	Grand Rapids	1/21/2015 7:31 AM
10	I live in Byron Center, I used to live right behind the park	1/21/2015 6:16 AM
11	kalamazoo but I teach in Wyoming and lived there until I was 28.	1/20/2015 10:23 PM
12	Caledonia, but formerly lived near Fuller and 48th streets	1/20/2015 10:02 PM
13	Kentwood	1/20/2015 9:00 PM
14	Caledonia	1/20/2015 7:17 PM
15	byron center	1/20/2015 5:17 PM
16	Kentwood	1/20/2015 4:37 PM
17	Grand Rapids	1/20/2015 10:42 AM

18	Grandville	1/20/2015 9:47 AM
19	Sparta	1/20/2015 9:21 AM
20	Elwell St, SW	1/19/2015 4:28 PM
21	Oriole Park Area	1/19/2015 3:08 PM
22	52nt St and Eastern	1/19/2015 3:07 PM
23	grand rapids	1/19/2015 1:55 PM
24	GODWIN AREA	1/19/2015 1:48 PM
25	jenison	1/16/2015 9:03 PM
26	technically im Kentwood but its a 5 minute 1/8 mile walk	1/16/2015 2:30 PM
27	Grand Rapids	1/16/2015 2:23 PM

Q13 How often do you use the Inter-Urban Trail which is connected to Ideal Park?

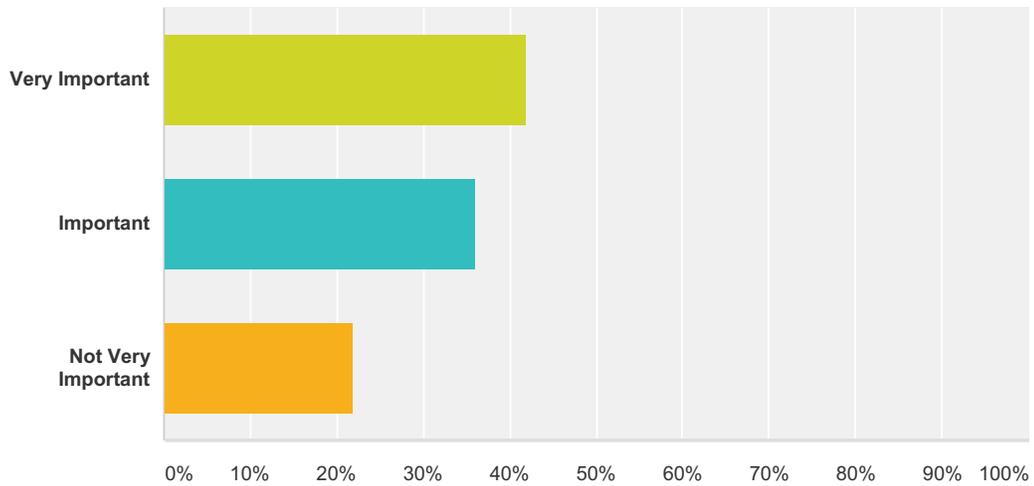
Answered: 126 Skipped: 3



Answer Choices	Responses
I use the Inter-Urban Trail almost daily	3.97% 5
I use the Inter-Urban Trail almost weekly	8.73% 11
I use the Inter-Urban Trail occasionally	28.57% 36
I rarely use the Inter-Urban Trail	23.02% 29
I never use the Inter-Urban Trail	35.71% 45
Total	126

Q14 How important to do you feel it is to have the park connected to a Regional Non-Motorized Trail Network?

Answered: 119 Skipped: 10



Answer Choices	Responses
Very Important	42.02% 50
Important	36.13% 43
Not Very Important	21.85% 26
Total	119

#	Comments	Date
1	important for those who use it. I usually drove from work at lunch, but use bike trails in other areas a lot, so I am sure many people would use it	1/21/2015 8:16 AM
2	please continue to be connected to the paths.	1/20/2015 8:16 PM
3	Not if it interrupts the serenity of the park.	1/20/2015 6:10 PM
4	I think it would be a nice destination while walking the trail.	1/19/2015 5:46 PM
5	These trails get regular use by people walking/biking/running, and I think connecting them to the park is an asset.	1/19/2015 4:28 PM
6	i would love to use it if i knew more about it	1/19/2015 3:22 PM
7	No comment	1/19/2015 3:08 PM
8	I think more families would visit the park if it were connected by a trail.	1/19/2015 1:38 PM
9	Not Sure	1/16/2015 3:07 PM

Q15 Thank you for taking the time to respond to the survey! Do you have any other comments that you would like to share?

Answered: 39 Skipped: 90

#	Responses	Date
1	even before the 2014 tornado, Ideal Park was in sore need of attention. Began to attract more suspicious activity due to the neglect the park appeared to suffer. I am happy for wyoming residents to be able to enjoy yet another park encouraging getting outdoors.	1/25/2015 2:59 PM
2	Consider using volunteer labor and participation, not just all high prevailing wage labor that will cost more to renovate and rebuild the park; make those needing to give community service work it off here (troubled teens, jail inmates, those needing to pay off city fines/fees that are overdue, etc.)	1/24/2015 11:43 PM
3	Good plan	1/24/2015 5:37 PM
4	Thank you for the restoration of the park.I'm 64 and I grew up there,when the trees were a lot younger.I'm glad to see the park's going to stay there,instead of some housing project.It's very important for the younger generations to enjoy the beauty of the park.	1/23/2015 6:03 PM
5	Plant wildflower gardens for bird/butterfly watching. Provide nesting boxes, bat houses to reduce insects. Basketball courts will create excess noise. Parks are meant to provide relaxation. Also will attract teenagers from neighborhoods, preventing use by park users. It will become a place of "hangout" similar to what Kellog Woods Park was before skateboard area was removed. Provide extra areas of seating along creek. Frisbee golf. No skateboarding basketball. Don't want park to attract teenagers. Want park to attract FAMILIES. Tennis courts would be fine, as well as hard surface play area with no basketball nets.	1/23/2015 10:40 AM
6	how about meadow planting that will attract birds and butterflies! maybe some nesting boxes along the buffer. bat houses. they will help with insects! I like the idea of fishing area	1/23/2015 10:31 AM
7	how about getting your "workers" doing something different than driving around in trucks all day, as opposed to actually doing some work.	1/21/2015 11:08 PM
8	Just maybe a disc golf course	1/21/2015 4:24 PM
9	Thanks for all your hard work.	1/21/2015 3:18 PM
10	You should plant hostas and flowers too	1/21/2015 2:34 PM
11	I think you should ad a splash park for the children in the area.	1/21/2015 2:30 PM
12	lots and lots of plantings please. Maybe with species identification	1/21/2015 1:59 PM
13	Try to keep the original character and rustic feel of the park. It is one of Wyoming's hidden gems.	1/21/2015 6:42 AM
14	Thank you for getting the community involved.	1/21/2015 6:16 AM
15	This park needs an activity/attraction like a disc golf park and a better bike path or running course. Johnson Park, Heritage Park,etc. have these and are really popular because they combine these things with playgrounds, fun for everyone. Also, add more safety patrols. Creeps around here have made it scary for kids to come here the last decade or so. Without these additions, this park will go back to creepy dark park only locals visit, and carefully.	1/21/2015 12:13 AM
16	Increase security in the park. Open up some of the layout to increase visibility. Add a Disc Golf Course to add exposure to the area, therefore deterring criminal acitivity/sex offender crimes, and host events to bring in some money for the City. In other areas, replant trees.	1/20/2015 11:25 PM
17	I think often of renaming the park Miracle Park... I think its a miracle that the tornado hit hardest in the park, which may have slowed it up a bit and saves many, many lives...	1/20/2015 10:23 PM
18	Thank you for restoring this park. My backyard used to connect to it and I spent a lot of time on the bike trails and basketball park. Many good memories.	1/20/2015 9:52 PM

19	Make it a family park...open area...safe for all ages...where a big sister can take her little brother and they both have fun. Add in a 911 system...Like they have on the silver line bus routes.	1/20/2015 9:31 PM
20	We can't wait to enjoy the park again.	1/20/2015 9:02 PM
21	After visiting the Gardens in San Francisco, I think it would be a good thing to add plants that have obvious smells like: Lemon Verbena, Jasmine, Rosemary, Hyacinth and Mint. You have a wonderful opportunity to peek all the senses, touch and smell, especially. If you focus on all people, like it looks like you have, then consider a "sensory garden" where all kinds of children and people can touch and smell their way through the garden. Peony and Runniculus and Big Daisies would be great, too.Good luck!	1/20/2015 6:10 PM
22	Given the issues at Gezon Park, security has become a big issue at boths parks. Respect for citizen input is a priority.	1/20/2015 5:50 PM
23	Would love to see alcohol allowed in Lamar park during kickball season!	1/20/2015 9:21 AM
24	This is an oppertunity to address the flooding that accurs a lot. If you put parking and drive ways at the end of crippen were the woods were, It will cause more flooding!!!!!!!!!!!!	1/19/2015 9:00 PM
25	Did I mention speed humps?	1/19/2015 8:27 PM
26	Glad to see a restoration plan in the making. wouldn't want to lose Ideal Park.	1/19/2015 5:54 PM
27	Nice to have a comfortable place to be that isn't too overall busy. Quiet and peaceful in our busy worlds.	1/19/2015 5:46 PM
28	Would love to see a new playground for the kids.	1/19/2015 5:35 PM
29	Thanks for sharing the plan and survey. As I said above, the improvements were worth waiting for.	1/19/2015 4:28 PM
30	more security would be nice, it felt a bit creepy and secluded	1/19/2015 3:22 PM
31	what's the inter urban trail? I'm familiar with Kent trail and the paths at millennium park, but not that. Looks like lots of good work! Next please add some green space to the suburban desert a.k.a. the Wyoming panhandle (hard to find "Wyoming park" signs here!)	1/19/2015 3:06 PM
32	Thanks for all the hardwork and providing this opportunity.	1/19/2015 12:59 PM
33	I want to help and will contact Parks & Rec	1/18/2015 8:42 PM
34	GREAT PARK!!!!	1/16/2015 6:11 PM
35	Just feel there needs to be a plan for the flooding in that area.	1/16/2015 3:07 PM
36	I think the plan is great, but insure safety for everyone use is the kept in mind.	1/16/2015 2:30 PM
37	A splashpad area would help give local kids something to play on when the playground is full and reduce the number of little ones trying to cool off in buck creek in the hot months. So many kids go there unattended, when i see them dipping their feet and climbing down there to cool off...oh i cringe. One day it is going to end in tragedy. These are generally lower income families with no money to go elsewhere .the park is their free entertainment. Many of us are oraying for a splashpad, even a small one.	1/16/2015 2:30 PM
38	I just want our park back, even if some of this plan takes time. Access this summer, if possible, would be amazing.	1/16/2015 2:09 PM
39	I will just be glad to have it back! :)	1/16/2015 1:53 PM

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE ACTION OF
THE BROWNFIELD REDEVELOPMENT AUTHORITY TO
ENTER INTO A SALE LISTING AGREEMENT WITH
NAI WISINSKI OF WEST MICHIGAN FOR 300 & 301 36TH STREET SW
(SITE 36)

WHEREAS:

1. The City of Wyoming Brownfield Redevelopment Authority is the owner of 300 & 301 36th Street SW, the former General Motors Stamping Plant, now marketed as "Site 36." Permanent Parcel Numbers: 41-17-24-201-007 and 41-17-13-455-052.
2. Since acquisition of the property, the City of Wyoming and the Brownfield Redevelopment Authority have worked with The Right Place and Lormax Stern (Thunder Ventures, LLC) to market the property to potential owner(s) or tenant(s) who could make best use of the property.
3. In order to provide maximum public exposure of the property to ensure its redevelopment, the City of Wyoming solicited proposals and conducted interviews with three industrial/commercial real estate brokerage firms.
4. The City Manager recommended to the Board of Directors of the Brownfield Redevelopment Authority that a Sale Listing Agreement be entered into with NAI Wisinski of West Michigan, represented by agent Stuart J. Kingma.
5. At a special meeting held on February 5, 2015, the Brownfield Redevelopment Authority approved the Sale Listing Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming concurs with the action of the Board of Directors of the Brownfield Redevelopment Authority of the City of Wyoming, in its execution of the attached Sale Listing 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 February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Sale Listing Agreement

Resolution No. _____



SALE AGENCY AGREEMENT (PROPERTIES FOR SALE)

1. CONSIDERATION AND TERMS OF CONTRACT. In consideration of Broker's agreement to list the real Premises and all equipment, fixtures, and/or personal property appurtenant to and currently used in connection with the improvements thereon except office furniture and office equipment described below in the Commercial Alliance of REALTORS® Multiple Listing Service (hereinafter "MLS") and to pay the fee therefore and to cause the listing information to be distributed to the participating members in the MLS and in further consideration of Broker's agreement to use Broker's best effort to find a Buyer, Seller hereby grants NAI Wisinski of West Michigan, the Broker, from 2/9/2015 (date) to 12:00 midnight on 2/8/2016 (date) the exclusive irrevocable right and privilege to sell the Premises located in the [X] City [] Township [] Village of Wyoming, Kent County, Michigan, commonly known as: 300 and 301 36th Street SW and legally described as: Complete legal in L.O. and A.O.

PP# 41-17-24-201-007 and 41-17-13-455-052. Seller understands that any real estate agents who show the property may not be acting as Seller's agent; therefore, Seller understands that Seller should not disclose confidential information to any salesperson that Seller would not disclose to a Buyer. Approx. lot size and/or acreage: 79.962 Acres; Approx. building square footage offered: Vacant Land

2. PRICE, TERMS AND BROKERAGE FEE. Seller agrees to sell the Premises for the sum \$ See Attached List payable as follows (terms of purchase shall be as indicated by "X" below; check all that apply):

- [X] CASH [X] NEW MORTGAGE [] MORTGAGE ASSUMPTION [] ASSIGNMENT OF LAND CONTRACT [] OTHER- please specify:

[] LAND CONTRACT. The Buyer shall pay the full purchase price to the Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract or a Purchase Money Mortgage. The Land Contract shall provide a down payment of \$ and payment of the balance \$ in installments of \$ per or more, at Buyer's option, including interest at the rate of % per annum computed monthly or with Seller's consent for a lesser sum or on other terms. Interest shall commence on the agreed upon date of closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation.

OR with Seller's consent for a lesser sum or other terms, WHICH PRICE INCLUDES ALL ENCUMBRANCES, TAXES, ASSESSMENTS, AND BALANCES OWING ON ALL EQUIPMENT. The term "sale" shall be deemed to include any direct or indirect exchange, trade, or transfer of any direct or indirect interest in the above-listed Premises to which Seller consents, or the exchange, trade or transfer of a controlling interest in any entity with an interest in the Premises. The term "Premises" shall be deemed to include the above-listed Premises and any direct or indirect interest therein. In the event of a sale, if applicable, Seller will convey, or agree in writing to convey by warranty deed, a good and marketable title to said Premises to the Buyer thereof. Further, Seller will furnish a policy of title insurance.

Seller agrees to pay Broker a brokerage fee of 6% of the sales price due and payable if: there is a sale or trade by Broker or by Seller or anyone else during the listing period (including sales occurring after the listing period pursuant to options granted or contracts executed during the listing period); or a prospective Buyer ready, willing and able to purchase the Premises on the terms specified herein or other terms acceptable to Seller is produced by Broker or any agent or person during the listing period; or there is a sale within six (6) months after expiration of the listing period (including sales pursuant to options granted or contracts executed within that period following expiration) to a Buyer who had been introduced to or provided information regarding the Premises during the listing period by Broker or Seller or any other agent or person, except that this provision shall not apply if the Premises is sold pursuant to a valid listing agreement entered into with another member of an Association of REALTORS subsequent to the expiration of the listing period of this agreement.

The brokerage fee may be shared by the Broker with any cooperating broker who participates in the sale per the following compensation schedule: Subagent (of the Seller) 3.0% of the sale price or Buyer's Agent 3.0% of the sale price or Transaction Coordinator 0% of the sale price. Participation in the MLS requires cooperation with at least one type of relationship as listed above.

If, during the listing period, the Premises is leased by Broker or Seller or anyone else, or if within six (6) months after the expiration of said period, a lease is made to any person who has been introduced to or provided information regarding the property during said listing period by Broker or Seller or anyone else, Seller agrees to pay Broker a brokerage fee of 6% of the total Rent and/or other consideration paid, except that this provision shall not apply if the Premises is leased pursuant to a valid listing agreement entered into with another member of an Association of REALTORS subsequent to the expiration of the listing period of this agreement. The total brokerage fee owed pursuant to this Paragraph shall be paid upon execution of a lease for the Premises, renewal brokerage fees shall be paid upon tenant's exercise of renewal option. Brokerage fees shall not be otherwise affected by a later breach or termination of such lease by Landlord or Tenant. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing.

Seller represents and warrants that: (i) there are no obligations to pay brokerage fees to any person or entity except as specified in this Agreement; and (ii) there are no rights of first refusal or options to lease or purchase applicable to the Premises. If these representations and warranties prove to be inaccurate, no such obligation shall diminish the obligation to pay the brokerage fee specified herein. Seller and Broker agree that Broker shall be entitled to payment of reasonable attorney's fees and costs incurred by Broker to collect any commission owed under the terms of this Agreement. Seller agrees that interest shall accrue, and be paid to Broker, at highest rate allowed by law on any unpaid balance, compounded monthly until paid.

Property Address 300 and 301 36th Street SW

Seller's initials

- 3. REFERRAL. Seller agrees to refer to Broker all inquiries received concerning the Premises during the period of this listing.
- 4. INDEMNIFICATION. Seller shall indemnify and hold Broker and Broker's agents and subagents harmless from any and all liability for any reason as a result of injury to a person(s) or damage or loss to Premises arising out of a showing of the Premises pursuant to this listing.
- 5. OPTIONS. In the event Seller grants an option to purchase or lease the property, other than an option which is part of a lease, Seller agrees that the running of the term of this listing shall automatically be suspended for the duration of the option and, upon the expiration of the option, shall automatically recommence and continue for the remainder of said term so that the listing period before and after the option will total the original term of this listing.
- 6. POSSESSION. Possession to be given at closing subject to rights of tenants, if any.
- 7. MARKETING. Broker is hereby authorized to photograph the Premises and publish pictures, place a marketing sign on said Premises and to remove all other marketing signs. Broker is also authorized to have access to said Premises and all parts thereof for the purposes of showing same at reasonable hours and to promote the Premises in any media it deems necessary.
- 8. OFFERS. Broker shall present all offers to Seller unless otherwise agreed in writing with Broker, except for an accepted offer that prohibits solicitation or consideration of other offers during the period that the resulting Purchase Agreement is in effect.
- 9. PRICE AND TERMS. Seller acknowledges that the purchase price will be disclosed by the Commercial Alliance of REALTORS® in the ordinary conduct of its business.
- 10. NON-DISCRIMINATION. Broker and Seller acknowledge that discrimination because of religion, race, color, national origin, age, sex, marital status, disability, or familial status in connection with the offer, sale or lease of the real estate is prohibited by law.
- 11. HEIRS AND SUCCESSORS. This contract binds Seller, Broker, their personal representatives and heirs, and anyone succeeding to their interest in the property.
- 12. COST OF SERVICES OF PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order products or services from outside sources (e.g. surveys, environmental tests, title insurances, inspections, etc.) without the prior consent of Client, and Client agrees to pay all costs of products or services obtained.
- 13. CONFIDENTIAL INFORMATION. Broker acknowledges that Seller may disclose confidential information to Broker in connection with performance of services under this Agreement, and Broker agrees to preserve such information in confidence and not to disclose any such information to the detriment of Seller in connection with any transaction described herein. Similarly, Seller acknowledges that Broker may have received confidential information in the past from a party on the opposite side of a proposed transaction with Seller, and Seller agrees that Broker's faithful maintenance of such information in confidence will not be a breach of any duty to Seller.
- 14. ENVIRONMENTAL DISCLOSURE. Michigan environmental law provides that a person who has knowledge that his/her real property is a "facility" may not transfer an interest in that real property (including by sale or lease) unless the person provides written notice to the purchaser or lessee. The notice should state that the real property is a facility and disclose the general nature and extent of the release of contamination. A "facility" is any property where contamination in excess of certain concentrations has been released or otherwise exists. An owner should seek legal and technical counsel from experienced professionals if the owner is concerned whether their property is a facility.
- 15. OTHER CONDITIONS. See Addendum #1
- 16. MISCELLANEOUS. This contract contains all of the terms and conditions of the Agreement between the parties with respect to its subject matter, and there are no representations, warranties, conditions, or promises except those expressly set for in this contract. This contract may be modified only by a writing signed by the parties. If Seller is an entity, the undersigned represents that he/she has the legal authority to execute this instrument on behalf of the Seller and that Seller has full power and authority to enter into and perform this contract including the conveyance of title as specified. Each of the undersigned individuals who have signed this instrument on behalf of Seller represent and warrant that he/she is authorized to sign this instrument on behalf of such party and to bind such party to the requirements of this instrument. Seller hereby acknowledges receipt of a completed copy of this contract. This Agreement shall be governed by Michigan law.

Seller acknowledges that if a commission is owed under a prior agreement, execution of this agreement will not eliminate the prior agreement.

SELLER

Listed by: NAI Wisinski of West Michigan
Broker

Through Stuart J. Kingma, SIOR
Agent

Entity: City of Wyoming Brownfield Redevelopment

By: [Signature]
(Note: Please sign as you wish your name to appear on the final documents.)

Printed Name of Signatory: Tommy Brann

Its: Chairman

Entity: City of Wyoming Brownfield Redevelopment
Authority

By: [Signature]
(Note: Please sign as you wish your name to appear on the final papers.)

Its: Secretary

Printed Name of Signatory: _____

Type of Ownership: Sole Joint Other _____
(Please specify)

APPROVED AS TO FORM:

[Signature]



ADDENDUM # 1

Office of: NAI Wisinski of West Michigan, REALTOR®
Grand Rapids Michigan, Phone: 616-776-0100 FAX: 616-776-0101
Email: skingma@naiwwm.com Date: 2/9/2015 Time: _____

- 1. Addendum to Agreement dated 2/9/2015 covering property commonly known as:
300 and 301 36th Street SW, Wyoming, Michigan

Permanent Parcel Number 41-17-24-201-007 and 41-17-13-455-052

- 2. This Addendum to be an integral part of the agreement, which is amended as follows:
79.962 Acres at \$80,000.00 per acre - \$6,396,960
39.981 Acres at \$80,000.00 per acre - \$3,198,480
20 Acres at \$80,000 per acre - \$1,600,000

1. All sales are subject to the City of Wyoming's approval in the City's sole discretion. The City shall have complete approval rights in their sole discretion based on use, development requirements, site plan, layout and other development considerations. No commission shall be due until the City has approved all aspects of the project and a closing actually has occurred. The commission rate shall be calculated on the final purchase price of the property, however, in the case where the City offers a prospective user an unusually low purchase price to attract them to the site, the commission will be based on the minimum purchase price of \$70,000 per acre.
2. Broker will reasonably coordinate marketing efforts with The Right Place to ensure consistency in materials, representations, and other information, to ensure that Broker and The Right Place are reasonably aware of contacts and parties showing some interest in the site, to share marketing materials where appropriate, and to ensure their respective effort are cooperative with and not hindering one another.
3. Broker will base its marketing on the attached information as it may from time-to-time be modified by Owner in coordination with The Right Place.

- 3. By signing below, Buyer/Tenant acknowledges having read and received a copy of this agreement.

Witness: _____ Entity: _____
Buyer/Tenant Address: _____ By: _____

Printed Name of Signatory: _____
Email: _____ Its: _____
Entity: _____

By: _____
Printed Name of Signatory: _____
Its: _____

- 4. By signing below, Seller/Landlord acknowledges having read and received a copy of this agreement.

Witness: _____ Entity: City of Wyoming Brownfield Redevelopment Authority
Seller/Landlord Address: _____ X By: [Signature]

Printed Name of Signatory: Tommy Brann
Email: _____ X Its: Chairman

Entity: _____
By: [Signature]
Printed Name of Signatory: Heidi A Isakson
Its: Secretary

SITE 36
WYOMING, MICHIGAN

Owner's Site Information

Overview

Site 36 is an approximately 80-acre vacant site previously occupied by a General Motors stamping plant. A number of factors make this a uniquely ideal site for a 21st Century industrial development. These include:

- Its location
- Existing transportation and utility infrastructure
- An outstanding West Michigan work force
- Cooperative local governments
- The West Michigan culture and environment

Interested businesses, site selection consultants, realtors, and others are encouraged to contact those listed below for more information. If necessary or desirable, confidentiality can be maintained.

Owner

The Brownfield Redevelopment Authority of the City of Wyoming (the "WBRA") owns the site.

The site's marketing, sale and redevelopment are being overseen by a cooperative relationship among the WBRA, the City of Wyoming, Thunder Ventures LLC, and the regional economic development entity The Right Place.

Short History

General Motors began occupying the site in the early 1930's and expanded the plant to over 2 million square feet in size with a work force of nearly 3,000 employees. Due to what is referred to as a "West Michigan work ethic," the Site 36 plant was extremely well maintained and was also the corporation's most productive.

The City proactively engaged with GM when rumors about the facility's future first arose. When GM's bankruptcy ensued, the City contacted the site liquidation firm and, at its urging, began working with Thunder Ventures on a development arrangement. Within the agreement, Thunder Ventures paid for the site and underwrote demolition and site preparation activities, while the property's ownership was maintained by the WBRA. The City, the WBRA and Thunder Ventures agreed to work with The Right Place to promote the site. Under the GM bankruptcy and as detailed below, the GM RACER Trust entity is obligated to address the site's environmental conditions to meet state criteria for industrial sites.

A key factor for City/WBRA involvement is a desire to replace some of well-paying industrial jobs that were lost with the closure of the GM facility. The City also wishes to restore some of the tax base lost when the GM plant closed.

Infrastructure

- Existing Infrastructure
 - Transportation
 - Freeway
 - Almost adjacent to US-131, an interstate freeway.
 - Full interchanges:
 - Within a few hundred feet of the north end of the site.
 - Less than 1 mile from the south end of the site.
 - Surface streets
 - Surrounded by surface streets rated and designed for truck and commuter traffic.
 - Rail

- Active rail line on the west side of the property with 5 available rails and two spurs directly on the site.
- Rail operator, Grand Elk Railroad, willing to change rail spurs.
- Utilities
 - Electric
 - A 60 MW Consumers Energy substation with built-in redundancy on the site. Can actively receive 100,000 volts from the high power system available adjacent to the site that the substation reduces to 7200 volts.
 - Substation can be relocated if needed for site development. Cost is dependent on power needs, usage commitments and other factors.
 - Gas
 - Natural gas lines adjacent to the site.
 - Water
 - Served by a 20" water main on the north and 8" mains on the east and south.
 - At several locations, 6" lines are stubbed to the site.
 - Water utility is a City-owned regional utility supplied by two lines to Lake Michigan with interconnections providing redundancy.
 - Sanitary Sewer
 - Sanitary sewer mains on the north, east, and south of the site.
 - All mains have significant excess capacity.
 - Sanitary sewer utility is a City-owned regional utility with significant treatment capacity for conventional industrial wastewater treatment.
 - Storm Sewer
 - The City maintains storm water infrastructure for the streets bordering this site.
 - Significant capacity exists to accommodate an industrial user of the site.
- Future Infrastructure Improvements
 - The City and/or WBRA will consider funding and/or undertaking on-site street and utility improvements if they are needed to accommodate site development.
 - Grand Elk Railroad expressed the same willingness with respect to spur location or relocation.
 - Consumers Energy has similarly expressed a willingness to address electric needs, location and relocation.
 - The level of participation may depend on a variety of factors including, for example
 - Type of industry
 - Whether this is an expansion or relocation
 - Numbers and types of jobs created
 - Usage needs and commitments
 - Level of private investment
 - Availability of state or federal grants

Current Site Layout

Approximately 75 acres south of 36th Street and approximately 6 acres north of 36th Street. An elevated walkway links the two portions.

Desired Development

The most ideal use of the site would be by a single large user. Other desirable factors include

- A company new to West Michigan
- Construction of a LEED gold or platinum certified facility
- Quiet and clean production
- Little or no outside storage

- Employment for large numbers of skilled, well-paid employees.

The owner will consider proposals for site purchase and use addressing as many of those desired characteristics as possible.

Food production or processing, automotive supply, medical equipment, electronics, aerospace and other uses may be appropriate on the site.

A unified development utilizing both portions of the site may be ideal. The owner will otherwise wait for approval of a development of the larger portion south of 36th Street before considering any separate proposal to develop the portion north of 36th Street.

The portion south of 36th Street could be divided into smaller parcels with additional infrastructure constructed as noted above. However, any division should provide for use of the entire site or be done in a way to provide access by all resulting parcels to the site's amenities, including rail.

Any proposed development should be sensitive of the uses of property lying in the site's vicinity. Recognizing the previous use of the site as a stamping plant, City officials nevertheless wish to see a new industry operated in a fashion that is more compatible with the neighboring uses.

Environmental

As noted above, the RACER Trust is obligated to address environmental issues in a way sufficient to get approval from the Michigan Department of Environmental Quality ("MDEQ") for no further required remedial action for industrial use of the site, currently expected during Fall 2015. However, the site will also be subject to on-going monitoring activities.

Site conditions are generally characteristic of well-maintained industrial sites first developed and used during earlier parts of the 20th Century. Accordingly, the site is subject to restrictive covenants which will be further updated during the final remediation in 2015, but will:

- Preclude groundwater use. (City water is available.)
- Require containment and sampling of soils that are moved on the site.
- Require that any soils removed from the site be properly sampled and, if needed, disposed of in a manner consistent with state law.
- Limit uses of certain areas of the site due to the presence of certain types of hazardous substances.
- Require sampling, analysis and, if necessary, use of vapor barriers or other methods for addressing possible vapor intrusion and indoor air quality issues.

To date, RACER Trust representatives have been and have committed to continuing to be cooperative in efforts to address site conditions and to promote development.

Approvals

A successful purchaser will enter into a site purchase and development agreement setting forth agreed upon purchase terms, development and use requirements, economic development incentives, and conditions/contingencies. Approval by both the City Council and WBRA Board is required.

In addition, the site is within an Auto Plant Property overlay of within the City's I-2 general industrial zoning district. Site and development plans will require Planning Commission and City Council review and approval. Normally, this is a 6 to 8 week process.

If needed, the City will schedule special meetings and work to accelerate the approvals. Accordingly, a motivated purchaser, who expediently and fully provides necessary information and appropriately addresses requirements, could achieve needed City approvals in about 60 days.

Plan Requirements

All metal buildings will not be permitted. Walls exposed to public view from a public street or adjacent residential area shall be constructed of not less than 75 percent brick, face brick, stone, cast stone, or

other quality materials as determined by the planning commission from finished grade to the roof level. High quality materials on other exposed exterior surfaces such as brick, stone, wood or stucco are encouraged. Outside storage is disfavored and will be limited. LEED certification is preferred. Other important design features include:

- Building wall compositions that provide a rhythm and pattern of windows, columns, and other architectural features are encouraged.
- Avoid blank walls at ground floor levels. Windows, wall articulation, arcades, pilasters, columns, arches, awnings, canopies or other features should be utilized.
- Design building entrances to contrast with the surrounding wall plane.
- Avoid rooflines running in a continuous plane. The building architecture may incorporate variations in parapet heights.
- Design roof forms to denote building elements and functions.
- All roof mounted mechanical and electronic equipment should be set back a minimum of 20 feet from the building parapet. If not practical, the equipment should be screened by materials and colors compatible with the building.
- Primary building materials guidelines:
 - Variations in color and / or texture should be used.
 - Exterior building materials should be factory finished, stained, and integrally colored.
 - Split face or fluted concrete masonry blocks.
 - Face brick.
 - Stone veneer
 - Architectural pre-cast concrete.
 - Architectural metal as a building accent only.
 - Standing seam metal roofing in conjunction only with a pitched roof system.

Development Incentives

Under current Michigan law, most economic development incentives are controlled by the state. Contact The Right Place for more information.

The City is willing to consider property tax abatements. With the 2016 implementation of recently enacted manufacturing personal property tax exemptions, abatements will generally apply only to real property improvements.

The site is also included in a brownfield plan that can be the basis for tax increment financing for environmental response activities, environmental due diligence, site preparation, infrastructure improvements and certain other costs.

Asking Price

The consideration paid will depend on the size and configuration of the property being acquired, the location of the portion of the site being acquired, the number and type of jobs created, the type of use to be made of the site, and other factors important to the WBRA and the City.

The current asking price is \$80,000 per acre.

Contacts

Curtis Holt, City Manager
City of Wyoming
616-530-7265

Heidi Isakson, Deputy City
Manager
City of Wyoming
616-530-7244

Therese Thill
Vice President, Business
Development
The Right Place
616-771-0571

Stu Kingma, SIOR
Associate Broker
NAI, Wisinski of West Michigan
616-575-7022

January 23, 2015

Mr. Curtis L. Holt, City Manager
City of Wyoming Brownfield Redevelopment Authority
1155 28th Street SW
Wyoming, MI 49509

Re: 300 and 301 36th Street SW
Wyoming, MI 49509

Dear Curtis:

It is hereby agreed should the MEDC or the Right Place Program bring a prospective Buyer to the table that ultimately purchases and locates on SITE 36 NAI Wisinski of West Michigan agrees to reduce its commission to 4%. This is provided, however, that no other real estate broker, or site selection consultant, requires compensation from NAI Wisinski of West Michigan.

If, however, the prospect does purchase the property through a real estate broker, or site selection consultant requiring compensation, or if there is another written offer pending at the same time, a full fee as shown on the attached listing agreement shall be due and payable to NAI Wisinski of West Michigan.

Please indicate your acknowledgment and agreement by signing below and returning a signed copy of the letter to our office.

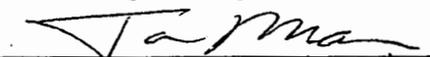
Sincerely yours,


Stuart J. Kingma, SIOR
Associate Broker
Industrial Service Provider

SJK:cmb

Enclosure

I acknowledge and agree to the above condition: Date 02-05-2015


Tommy Brann, Brownfield Redevelopment Authority
Chairman

RESOLUTION NO. _____

TO AUTHORIZE A CONTRACT WITH
POINT & PAY, LLC FOR THIRD-PARTY CREDIT CARD PROCESSING

WHEREAS:

1. It is the desire of the City Council to expand the options of using credit cards for payment of various City charges.
2. It is necessary to terminate the current Third-Party Processor relationship with Official Payments Corp. and enter into a zero-sum contract with Point & Pay, LLC to implement the expanded options.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby authorizes the Mayor and City Clerk to sign the necessary contract with Point & Pay, LLC for their services and terminate the contract with the Official Payments Corp.

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 February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report(s)
E-Payment Service Agreement

Staff Report

From: Andrea Boot, Treasurer
Date: February 12, 2015
Subject: Change of Vendor for Credit Card Payment Options
Meeting Date: February 9, 2015 Council Work Session

RECOMMENDATION

The Treasurer's Office recommends that the City Council approves the change of third party credit card payment processing vendor from Official Payments Corp to Point & Pay, LLC to provide for enhanced and efficient credit card and e-check payment processing.

SUSTAINABILITY CRITERIA

Environmental Quality

Does not significantly impact this criterion.

Social Equity

The Treasurer's Office accepts various forms of payment from all customers of City regardless of income, socio-economic or residence status.

Economic Strength

Expanding credit card payment options and offering alternative electronic payment options to our customers are an important component to provide excellent customer service.

DISCUSSION

In September 2007, City Council approved a zero-sum contract with Official Payments Corporation to allow for third party processing of credit card payments for property tax bills and utility bills. This set-up allows the processor to charge a convenience fee to the customer to offset the swipe fees charged by banks and credit card companies and ensures that the City receives 100% of the bill payment.

When this service was initially set up, there were limitations as to which credit card could be accepted with the convenience fee model we selected, and currently utility bills cannot be paid with VISA. Recent changes in the electronic payment industry as well as software changes at the City prompted us to evaluate our current practices. We concluded that we should be able to expand our electronic payment options available to our residents and customers and make the whole process more uniform. Currently residents who wish to pay their property taxes and/or utility bill with a credit card can do so only on-line or via an 800 phone number. These transactions are charged a 3% convenience fee. The City is not in a position to absorb swipe fees on taxes as we collect for other taxing units and cannot short their levy. We accept credit card payments at the counter for other miscellaneous charges, and these transactions are not currently subject to a convenience fee, the City absorbs the card swipe fees.

As technology and customer behavior have changed, we would like to offer the option of paying the property tax bill and/or utility bill with a credit card at the counter or over the phone with one of our staff members. At the same time, we believe it would be more equitable to treat all credit card payments equal, regardless of what is paid. I therefore recommend that all credit card payments made at the Treasurer's Office and Public Works should be subject to the convenience fee and processed through Point & Pay, with the exceptions of renter deposits, RPZ deposits and leaf trailer rental. In addition payment options would be expanded to include VISA for all transactions as well as E-Checks. The cost to the customers using these payment options is 3% with a minimum of \$2.00 for credit card transactions and a flat fee of \$3.00 for E-Checks.

All revenue generating City departments, with the exception of the Clerk's Office and Parks & Rec, are using BS&A applications. This has allowed for more uniform processing of cash receipts and displaying of data on our web site. One of the features on the BS&A Internet application is paying certain charges on-line via an integrated third-party vendor. When this was originally set up approximately seven years ago, the only vendor partnering with BS&A was Official Payments Corp. As technology has changed, BS&A expanded the third-party payment processing partnership to include Point&Pay. This vendor allows for a seamless transaction, including charging the convenience fee, not only via web or IVR (interactive voice response), but also for counter transactions.

P&P is offering the equipment and software for free, and there are no set-up fees, monthly fees, monthly minimums or annual fees. They also agreed to waive any fees associated with return checks and chargebacks. Since they are a partner with BS&A, they will work with BS&A on set-up and testing.

The timeframe for implementing this change has been discussed with our Finance Department, our IT Department, and representatives from Point & Pay. Pending Council approval for the change in third party vendors and accommodating contract, we are looking at a vendor change over and implementation in March/April 2015. The IT department has reviewed the proposed project and is in support of it as indicated by the attached memo from Gail Jacobs, Director of Information Technology.

BUDGET IMPACT

There are no initial costs associated with this vendor change. The proposal from Point & Pay includes equipment, implementation and software set-up, customization and training. Should additional items become necessary, an updated quote from Point & Pay would be obtained prior to seeking Council approval for additional funds.

The City would also no longer be charged any fees associated with credit card transactions, also known as swipe fees, for any transactions originating in the Treasurer's Office or Public Works. For fiscal year 2013/14, these fees came to approximately \$5,000.00.

STAFF REPORT

DATE: January 21, 2015
SUBJECT: Third Party Credit Card Payment Processing
FROM: Gail Jacobs, Director of Information Technology
MEETING DATE: February 9, 2015

Recommendation:

The Information Technology department supports the recommendation of the Treasurer's Office for City Council to authorize changing the third party credit card payment processing vendor from Official Payments Corp. to Point & Pay, LLC.

Sustainability Criteria:

Environmental Quality - Approval of this request does not significantly impact environmental quality.

Social Equity - The switch to Point & Pay will allow for uniform low-cost convenience fees for most charges and will make consistent the acceptance of electronic payments on-line, over the telephone and in person.

Economic Strength - Point & Pay integrates with the BS&A cash receipting module and will allow staff the ability to more effectively serve the public. It will reduce the necessity for manual handling of payment card industry (PCI) data, improve security of transactions and help the City achieve compliance with data security standards (DSS 2.0) currently being implemented by the industry.

Discussion:

Information Technology staff have met with Andrea Boot and various staff from the Treasurer's Office and Public Works to discuss the recommendation to change our current third party credit card processing vendor. In October of 2010, Point & Pay announced their business partnership with BS&A Software, along with the acquisition of the City of Dearborn, MI as their first BS&A client. Since then, many local governments have taken advantage of the partnership. Point & Pay integrates with our current BS&A software, and will not require significant IT support, as the service is delivered securely via the Internet. The architecture of the solution is identical to the Plug & Pay solution used in Parks & Recreation. It appears to be an excellent solution for the City of Wyoming.

Budget Impact:

Funding for the vendor change is addressed in the staff report submitted by Andrea Boot, City Treasurer.

End of Report.

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC (“PNP”)
A subsidiary of NAB, doing business in Delaware

City of Wyoming, MI [(“Client”)]

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this “**Agreement**”), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the “**Services**”) and payment modules (each, a “**Module**”) chosen in the attached product application (“**Product Application**”) to enable Client’s customers (“**Customers**”) to make payments to Client using a Payment Device. “**Payment Device**” means the payment type(s) chosen by Client on the Product Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the “**Services Description**”).

1.1.2 At the time of Client’s execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client (“**Affiliates**”). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client’s authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client’s passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client’s computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client’s newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., “Press 2 to make a payment”) or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the “**Trademarks**”) solely in connection with Client’s promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks (“**Client Marks**”) solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client’s and PNP’s use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Product Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Product Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Product Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Product Application.

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Michigan) without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application
If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

APPROVED AS TO FORM:

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC

City of Wyoming, MI

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

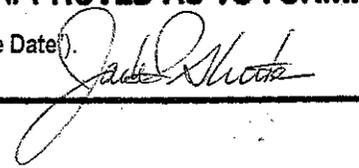


Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

*Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application

Client Bank Banking Application

Product Application



Client Application

(Internal Use Only)

Partner Code:

Partner Hierarchy:

This is a Super Partner

This is a Sub-Partner. SP Name and Code are:

Account Representative: Richard Malone

Submission Date: [Click here to enter a date.](#)

Card Readers: Quantity: 4

Target Live Date: [Click here to enter a date.](#)

Price per Reader: \$ 0

Contract terms: 3 years

Client Profile

Client Legal Name as filed with the IRS:

City of Wyoming, Michigan

Federal Tax ID:

DBA:

Address:

City:

State:

Zip:

Phone # to display in
Customer Receipts:

Website Address:

Contacts

Primary Contact Name:

Primary Phone #:

Primary Email:

Technical Contact:

Technical Phone #:

Technical Email:

Accounting Contact:

Accounting Phone #:

Accounting Email:

Customer Service Contact:

Customer Service Phone:

Customer Service Email:

Notes

Signatures

The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at www.pointandpay.com/agreement

Signature

Title

[Click here to enter a date.](#)

Name (Print)

Date



Client Banking Info

Client Name:
City of Wyoming, MI

Client Code (if available):

Deposits

Funds will be deposited into the bank account specified below per the terms of your agreement with Point & Pay. Use more sheets if necessary or attach a file with details. If all products use the same info please enter "All" under Product Name. Please provide a **VOIDED Check** for each bank account

#	Product(s) Name	Bank Name	Routing #	Account #	Account Type	Bank Full Address. If same use " "
1	Summer Tax				<input type="checkbox"/> Check. <input type="checkbox"/> Savings	
2	Winter Tax				<input type="checkbox"/> Check. <input type="checkbox"/> Savings	
3	Utility Bills				<input type="checkbox"/> Check. <input type="checkbox"/> Savings	
4	Receipt Item Codes				<input type="checkbox"/> Check. <input type="checkbox"/> Savings	
5					<input type="checkbox"/> Check. <input type="checkbox"/> Savings	

TOTAL NUMBER OF DEPOSITS EXPECTED

1

Debit Details: Select ONE of the options below.

- Net Settlement:
- Debit. Note: Point and Pay only can debit one bank account.

Debits: Funds will be debited from the specified bank account for returned items per the terms of your agreement with Point & Pay. Partners must contact their banks and provide the PNP originator ID 3333308324 to allow debits.

Bank Name	Routing #	Account #	Account Type	Bank Full Address
<input type="checkbox"/> Same as Above			<input type="checkbox"/> Check. <input type="checkbox"/> Savings	

Signatures

Name (Print)

Signature



New Product Worksheet

Client Name
City of Wyoming, MI

Client Code (if available):

Name of Product/Payment Type: Leaf Trailer Rental

Total Collections for Payment Type: \$ _____

Average Payment Amount: \$ _____

Highest Payment Amount: \$ _____

Classification:

Tax (MCC 9311) Ambulance (MCC 4119) Colleges (MCC 8220)
 Utility (MCC 4900) Insurance (MCC 6300) Other – Please Describe: _____
 Gov. Services (MCC 9399) Membership Club (7997)

Payment Types:

Visa, MasterCard, Discover Electronic Check
 AMEX Visa Debit Tax Program

Channels:

Web (E-Commerce) Counter PNP (Retail) Other – Please Describe: _____
 IVR (Direct Marketing) Counter Other (3rd Party) BS&A Cash Receipting

Technical Integration and Data Transfer:

Parameter Passing File Exchange/Lookup BDIT Post Back
 API Real Time Lookup (RTL) Revenue File (RFG) (Email or FTP)
 Duplicate Payment Prevention Daily Transaction File

Unique Consumer Identifier (If multiple, use attachment): _____ **Name** _____

Software Vendor / Contact Info: BS&A CR

Transaction Fees:

<input checked="" type="checkbox"/> Fees Absorbed by Client		<input type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input checked="" type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input type="checkbox"/> E-check – Flat Fee	\$ _____	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100= \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$	
Interchange + 40 basis		<input type="checkbox"/> Echeck – Returned Item Fee	\$ _____		
<input type="checkbox"/> Credit Card - Percentage Fee	% _____	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		
<input type="checkbox"/> Credit Card - Minimum Fee	\$ _____				
<input type="checkbox"/> Credit Card - Chargeback Fee	\$ _____				

Setup Fees:

Setup Fee: 0 Integration Fee: 0 IVR Fee: 0 Other Fee: 0

Notes: SAMPLE

Client Initial:



New Product Worksheet

Client Name
City of Wyoming-MI

Client Code (if available):

Name of Product/Payment Type:	Receipt Item codes
Total Collections for Payment Type:	\$ _____
Average Payment Amount:	\$ _____
Highest Payment Amount:	\$ _____

Classification:

- | | | |
|--------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Tax (MCC 9311) | <input type="checkbox"/> Ambulance (MCC 4119) | <input type="checkbox"/> Colleges (MCC 8220) |
| <input type="checkbox"/> Utility (MCC 4900) | <input type="checkbox"/> Insurance (MCC 6300) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input checked="" type="checkbox"/> Gov. Services (MCC 9399) | <input type="checkbox"/> Membership Club (7997) | |

Payment Types:

- | | |
|----------------------------------------------------------------|------------------------------------------------------|
| <input checked="" type="checkbox"/> Visa, MasterCard, Discover | <input checked="" type="checkbox"/> Electronic Check |
| <input checked="" type="checkbox"/> AMEX | <input type="checkbox"/> Visa Debit Tax Program |

Channels:

- | | | |
|------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Web (E-Commerce) | <input type="checkbox"/> Counter PNP (Retail) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> IVR (Direct Marketing) | <input checked="" type="checkbox"/> Counter Other (3rd Party) | |

Technical Integration and Data Transfer:

- | | | |
|------------------------------------------------------------------|----------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> Parameter Passing | <input type="checkbox"/> File Exchange/Lookup BDIT | <input checked="" type="checkbox"/> Post Back |
| <input checked="" type="checkbox"/> API | <input type="checkbox"/> Real Time Lookup (RTL) | <input type="checkbox"/> Revenue File (RFG) (Email or FTP) |
| <input checked="" type="checkbox"/> Duplicate Payment Prevention | | <input type="checkbox"/> Daily Transaction File |

Unique Consumer Identifier (If multiple, use attachment): _____ **Account Number** _____

Software Vendor / Contact Info: BS&A Software

Transaction Fees:

<input type="checkbox"/> Fees Absorbed by Client		<input checked="" type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input checked="" type="checkbox"/> E-check – Flat Fee	\$3.00	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ _____ 50.01-100 = \$ _____ Each Additional \$100.00 = \$ _____ Each Additional \$50.00 = \$ _____	
		\$10.00 over \$10,000			
<input checked="" type="checkbox"/> Credit Card - Percentage Fee	3%	<input checked="" type="checkbox"/> Echeck – Returned Item Fee	\$0.00		
<input checked="" type="checkbox"/> Credit Card - Minimum Fee	\$2.00				
<input checked="" type="checkbox"/> Credit Card - Chargeback Fee	\$0	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		

Setup Fees:

- | | | | |
|--------------------------------------------------|--------------------------------------------------------|------------------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> Setup Fee: 0 | <input checked="" type="checkbox"/> Integration Fee: 0 | <input checked="" type="checkbox"/> IVR Fee: 0 | <input type="checkbox"/> Other Fee: |
|--------------------------------------------------|--------------------------------------------------------|------------------------------------------------|-------------------------------------|

Notes: <i>sample</i>	Client Initial:
-------------------------	-----------------



New Product Worksheet

Client Name
City of Wyoming-MI

Client Code (if available):

Name of Product/Payment Type: Summer Tax

Total Collections for Payment Type: \$ _____

Average Payment Amount: \$ _____

Highest Payment Amount: \$ _____

Classification:

- | | | |
|----------------------------------------------------|--------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Tax (MCC 9311) | <input type="checkbox"/> Ambulance (MCC 4119) | <input type="checkbox"/> Colleges (MCC 8220) |
| <input type="checkbox"/> Utility (MCC 4900) | <input type="checkbox"/> Insurance (MCC 6300) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> Gov. Services (MCC 9399) | <input type="checkbox"/> Membership Club (7997) | |

Payment Types:

- | | |
|----------------------------------------------------------------|------------------------------------------------------|
| <input checked="" type="checkbox"/> Visa, MasterCard, Discover | <input checked="" type="checkbox"/> Electronic Check |
| <input checked="" type="checkbox"/> AMEX | <input type="checkbox"/> Visa Debit Tax Program |

Channels:

- | | | |
|------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Web (E-Commerce) | <input type="checkbox"/> Counter PNP (Retail) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input checked="" type="checkbox"/> IVR (Direct Marketing) | <input checked="" type="checkbox"/> Counter Other (3rd Party) | |

Technical Integration and Data Transfer:

- | | | |
|------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Parameter Passing | <input type="checkbox"/> File Exchange/Lookup BDIT | <input checked="" type="checkbox"/> Post Back |
| <input checked="" type="checkbox"/> API | <input type="checkbox"/> Real Time Lookup (RTL) | <input checked="" type="checkbox"/> Revenue File (RFG) (Email or FTP) |
| <input checked="" type="checkbox"/> Duplicate Payment Prevention | | <input type="checkbox"/> Daily Transaction File |

Unique Consumer Identifier (If multiple, use attachment):

Parcel Number

Software Vendor / Contact Info: BS&A Software

Transaction Fees:

<input type="checkbox"/> Fees Absorbed by Client		<input checked="" type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input checked="" type="checkbox"/> E-check – Flat Fee	\$3.00	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100= \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$	
		\$10.00 over \$10,000			
<input checked="" type="checkbox"/> Credit Card - Percentage Fee	3%	<input checked="" type="checkbox"/> Echeck – Returned Item Fee	\$0.00		
<input checked="" type="checkbox"/> Credit Card - Minimum Fee	\$2.00				
<input checked="" type="checkbox"/> Credit Card - Chargeback Fee	\$0	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		

Setup Fees:

- | | | | |
|--------------------------------------------------|--------------------------------------------------------|------------------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> Setup Fee: 0 | <input checked="" type="checkbox"/> Integration Fee: 0 | <input checked="" type="checkbox"/> IVR Fee: 0 | <input type="checkbox"/> Other Fee: |
|--------------------------------------------------|--------------------------------------------------------|------------------------------------------------|-------------------------------------|

Notes: Sample

Client Initial: _____



New Product Worksheet

Client Name
City of Wyoming-MI

Client Code (if available):

Name of Product/Payment Type: Winter Tax

Total Collections for Payment Type: \$ _____

Average Payment Amount: \$ _____

Highest Payment Amount: \$ _____

Classification:

- | | | |
|----------------------------------------------------|-------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Tax (MCC 9311) | <input type="checkbox"/> Ambulance (MCC 4119) | <input type="checkbox"/> Colleges (MCC 8220) |
| <input type="checkbox"/> Utility (MCC 4900) | <input type="checkbox"/> Insurance (MCC 6300) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> Gov. Services (MCC 9399) | <input type="checkbox"/> Membership Club (7997) | |

Payment Types:

- | | |
|----------------------------------------------------------------|------------------------------------------------------|
| <input checked="" type="checkbox"/> Visa, MasterCard, Discover | <input checked="" type="checkbox"/> Electronic Check |
| <input checked="" type="checkbox"/> AMEX | <input type="checkbox"/> Visa Debit Tax Program |

Channels:

- | | | |
|------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Web (E-Commerce) | <input type="checkbox"/> Counter PNP (Retail) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input checked="" type="checkbox"/> IVR (Direct Marketing) | <input checked="" type="checkbox"/> Counter Other (3rd Party) | |

Technical Integration and Data Transfer:

- | | | |
|------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Parameter Passing | <input type="checkbox"/> File Exchange/Lookup BDIT | <input checked="" type="checkbox"/> Post Back |
| <input checked="" type="checkbox"/> API | <input type="checkbox"/> Real Time Lookup (RTL) | <input checked="" type="checkbox"/> Revenue File (RFG) (Email or FTP) |
| <input checked="" type="checkbox"/> Duplicate Payment Prevention | | <input type="checkbox"/> Daily Transaction File |

Unique Consumer Identifier (If multiple, use attachment): _____

Parcel Number _____

Software Vendor / Contact Info: BS&A Software

Transaction Fees:

<input type="checkbox"/> Fees Absorbed by Client		<input checked="" type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input checked="" type="checkbox"/> E-check – Flat Fee	\$3.00	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100 = \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$	
		\$10.00 over \$10,000			
<input checked="" type="checkbox"/> Credit Card - Percentage Fee	3%	<input checked="" type="checkbox"/> Echeck – Returned Item Fee	\$0.00		
<input checked="" type="checkbox"/> Credit Card - Minimum Fee	\$2.00	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		
<input checked="" type="checkbox"/> Credit Card - Chargeback Fee	\$0				

Setup Fees:

- | | | | |
|--------------------------------------------------|--------------------------------------------------------|------------------------------------------------|-------------------------------------------|
| <input checked="" type="checkbox"/> Setup Fee: 0 | <input checked="" type="checkbox"/> Integration Fee: 0 | <input checked="" type="checkbox"/> IVR Fee: 0 | <input type="checkbox"/> Other Fee: _____ |
|--------------------------------------------------|--------------------------------------------------------|------------------------------------------------|-------------------------------------------|

Notes: Sample

Client Initial: _____



New Product Worksheet

Client Name
City of Wyoming-MI

Client Code (if available):

Name of Product/Payment Type: Utility Billing

Total Collections for Payment Type: \$ _____

Average Payment Amount: \$ _____

Highest Payment Amount: \$ _____

Classification:

- | | | |
|--------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Tax (MCC 9311) | <input type="checkbox"/> Ambulance (MCC 4119) | <input type="checkbox"/> Colleges (MCC 8220) |
| <input checked="" type="checkbox"/> Utility (MCC 4900) | <input type="checkbox"/> Insurance (MCC 6300) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> Gov. Services (MCC 9399) | <input type="checkbox"/> Membership Club (7997) | |

Payment Types:

- | | |
|----------------------------------------------------------------|------------------------------------------------------|
| <input checked="" type="checkbox"/> Visa, MasterCard, Discover | <input checked="" type="checkbox"/> Electronic Check |
| <input checked="" type="checkbox"/> AMEX | <input type="checkbox"/> Visa Debit Tax Program |

Channels:

- | | | |
|------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Web (E-Commerce) | <input type="checkbox"/> Counter PNP (Retail) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input checked="" type="checkbox"/> IVR (Direct Marketing) | <input checked="" type="checkbox"/> Counter Other (3rd Party) | |

Technical Integration and Data Transfer:

- | | | |
|------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Parameter Passing | <input type="checkbox"/> File Exchange/Lookup BDIT | <input checked="" type="checkbox"/> Post Back |
| <input checked="" type="checkbox"/> API | <input type="checkbox"/> Real Time Lookup (RTL) | <input checked="" type="checkbox"/> Revenue File (RFG) (Email or FTP) |
| <input checked="" type="checkbox"/> Duplicate Payment Prevention | | <input type="checkbox"/> Daily Transaction File |

Unique Consumer Identifier (If multiple, use attachment):

Account Number

Software Vendor / Contact Info: BS&A Software

Transaction Fees:

<input type="checkbox"/> Fees Absorbed by Client		<input checked="" type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input checked="" type="checkbox"/> E-check – Flat Fee	\$3.00	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100 = \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$	
			\$10.00 over \$10,000		
<input checked="" type="checkbox"/> Credit Card - Percentage Fee	3%	<input checked="" type="checkbox"/> Echeck – Returned Item Fee	\$0.00		
<input checked="" type="checkbox"/> Credit Card - Minimum Fee	\$2.00				
<input checked="" type="checkbox"/> Credit Card - Chargeback Fee	\$0	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		

Setup Fees:

- | | | | |
|--------------------------------------------------|--------------------------------------------------------|------------------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> Setup Fee: 0 | <input checked="" type="checkbox"/> Integration Fee: 0 | <input checked="" type="checkbox"/> IVR Fee: 0 | <input type="checkbox"/> Other Fee: |
|--------------------------------------------------|--------------------------------------------------------|------------------------------------------------|-------------------------------------|

Notes: Sample

Client Initial: _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE STREET LIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. The City of Wyoming has entered into a contract with Consumers Energy Company which stipulates the costs and obligations of Consumers Energy Company owned street lights within the City of Wyoming.
2. Consumers Energy has submitted a modification of the contract for a 2012 conversion of existing Metal Halide street lights to new “experimental” LED Lighting within Metro Health Village.
3. In 2012, LED street lighting was considered “experimental” at Consumers Energy and costs for said street lighting were not standardized.
4. Consumers Energy has submitted the attached contract modification to change the billing of the “experimental” LED street lights to their standardized LED street lighting per the existing contract, per the conversion that occurred in 2012. Approval of this conversion will not result in any additional fees for the City.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Authorization for change in the Standard Lighting contract with Consumers Energy.

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 February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Authorization for Change in Standard Lighting Contract w/ Consumers Energy Resolution
Standard Lighting Contract w/ Consumers Energy Resolution

Resolution No. _____



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100000339505

Consumers Energy Company is authorized as of 2/18/2013, by the City of Wyoming, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Wyoming, dated 12/1/2012.

Lighting Type:

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):

1018967167

Construction Work Order Number(s):

19525436

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 12/1/2012 shall remain in full force and effect.

City of Wyoming

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

APPROVED AS TO FORM:

John Sturck

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Wyoming, dated 12/1/2012, in accordance with the Authorization for Change in Standard Lighting Contract dated 2/18/2013,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Kent

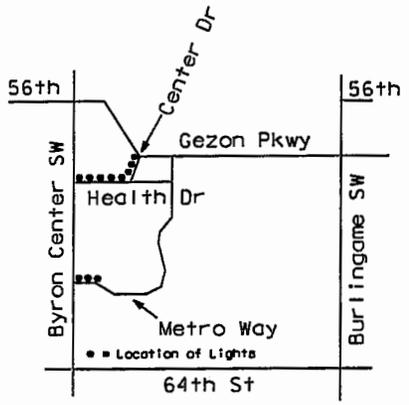
I, _____, Clerk of the City of Wyoming, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

_____ Municipal Customer Type: City

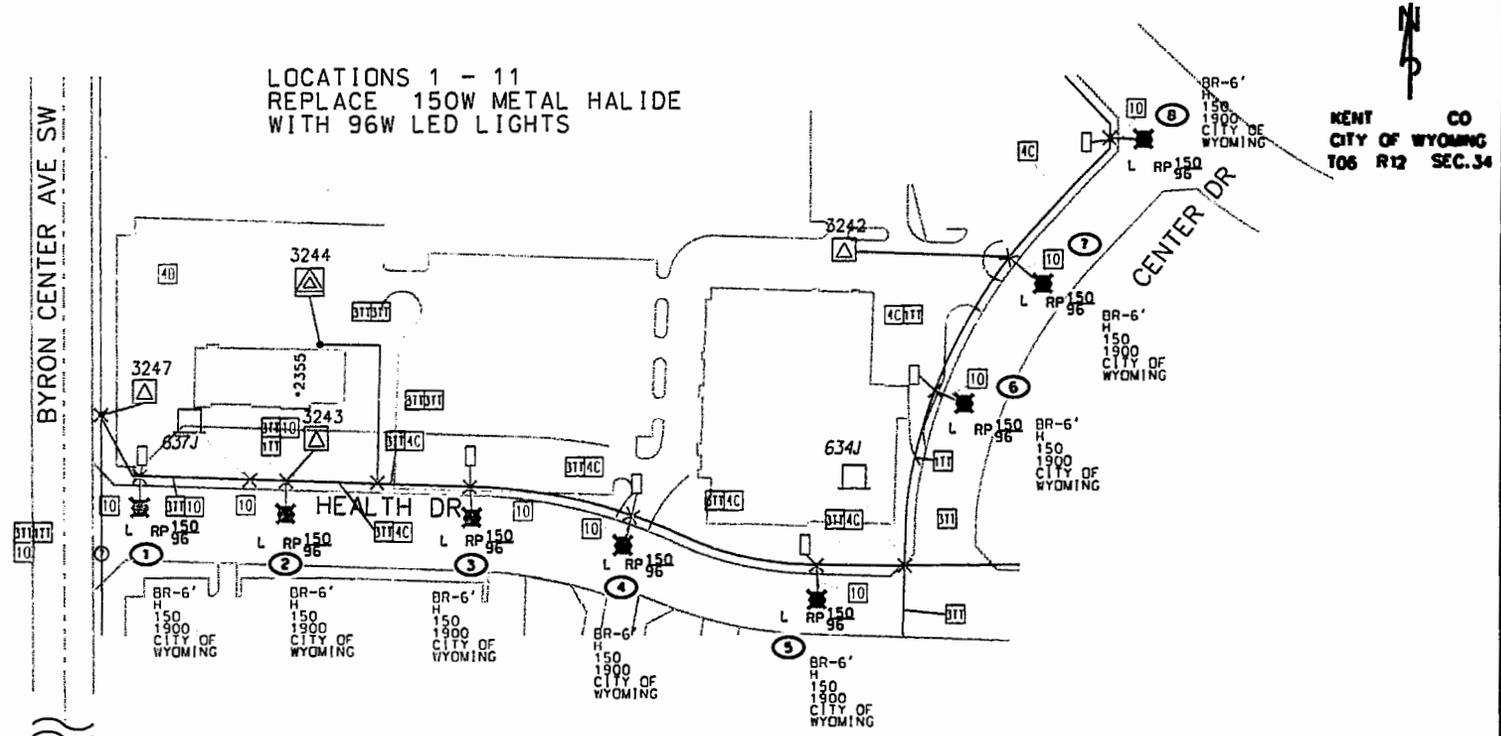
GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

Number of Luminaires	Nominal Watts	Luminaire Type	Fixture Type	Fixture Style	Install Remove	Location
11	<u>150</u>	<u>MH</u>	<u>NA</u>	<u>NA</u>	<u>Remove</u>	Replacing existing 150W Metal Halide Lamps with 96W LED's. 5 lights on Health Dr, between Byron Center SW & Center Dr, 3 lights on Center Dr, between Gezon Pkwy and Health Dr, and 3 lights on Metro Way, between Byron Center and Village Dr. See attached print for specific locations.



LOCATION MAP

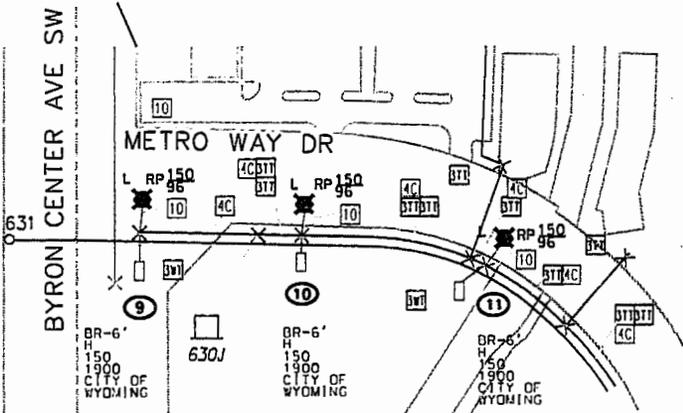
LOCATIONS 1 - 11
REPLACE 150W METAL HALIDE
WITH 96W LED LIGHTS



KENT CO
CITY OF WYOMING
106 R12 SEC.34

UNDERGROUND LEGEND

- 1. Single-phase primary
 - 2. Open wire primary
 - 3. Three-phase primary
 - 4. Single-phase secondary
 - 5. Combination light and power secondary
 - 6. Three-phase power secondary
 - 7. Single-phase service
 - 8. Combination lighting and power service
 - 9. Three-phase power service
 - 10. Streetlighting conductor (2/C+10 CU)
 - 11. Streetlighting conductor (2/C+8 AL)
 - 12. Covered neutral conductor for ducts
 - 13. Streetlighting conductor (3/C+1/0 AL)
- CONDUIT**
- P2 2" Plastic P3 3" Plastic P4 4" Plastic P6 6" Plastic
 - S2 2" Steel S3 3" Steel S4 4" Steel S5 5" Steel S6 6" Steel
- CABLE MATERIAL AND SIZE**
- A. No. 2 AL cable, 175 mils, 15KV, or secondary.
 - B. No. 1/0 AL cable, 175 mils, 15KV, or secondary.
 - C. No. 3/0 AL cable, 175 mils, 15KV, or secondary.
 - D. 350 kcmil AL cable, 175 mils, 15KV, or secondary.
 - E. 500 kcmil copper cable, 175 mils, 15KV, or secondary.
 - F. 750 kcmil AL cable, 175 mils, 15KV, or secondary.
 - G. No. 1/0 stranded AL cable, 280 mils, 25KV.
 - H. No. 3/0 stranded AL cable, 280 mils, 25KV.
 - I. 750 kcmil AL cable, 280 mils, 25KV.
 - J. Cable joint.
 - K. 350 kcmil AL cable, 280 mils, 25KV.
 - M. Marker to locate cable
 - N. Refer to Note on Drawing, M for Note 1, etc.
 - P. No. 1/0 AL cable, 280 mils, 25KV.
 - T. No. 1/0 AL stranded, 280 mils, 25KV, jacketed
 - TT. No. 1/0 AL stranded cable, 280 mils tree-retardant INS, 25KV, jacketed.
 - V. 350 kcmil AL stranded, 280 mils, 25KV, jacketed.
 - VI. 350 kcmil AL cable, 280 mils tree-retardant INS, 25KV, jacketed.
 - W. 750 kcmil AL stranded, 280 mils, 25KV, jacketed.
 - WT. 750 kcmil AL cable, 280 mils tree-retardant INS, 25KV, jacketed.
- PROF. ELEC. CONDUCTORS ONLY**
- PROP. ELEC. AND GAS LINES ONLY
 - PROP. GAS LINE ONLY
 - PROP. ELEC., GAS AND TELECOMMUNICATIONS
 - EXIST. ELEC. CONDUCTORS ONLY
 - EXIST. GAS LINE ONLY
 - FUTURE ELECTRIC TRENCH
- EX:**
- No. 1/0 solid AL cable for three-phase primary
 - No. 1/0 AL cable for 3-phase primary and 350 AL cable for 1-phase secondary
 - CONDUCTOR CHANGE



NOTE:
TO RESOLVE ISSUES INVOLVING THE CE DECORATIVE STREETLIGHTING IN THE METRO HEALTH VILLAGE AREA, ELEVEN METAL HALIDE LIGHTS WILL BE REPLACED WITH LED LIGHTING. THIS IS A UNIQUE SITUATION AND OTHER REQUESTS FOR NEW OR REPLACEMENT LED LIGHTING IS NOT AVAILABLE AT THIS TIME.

CONTACT:
METRO HEALTH VILLAGE
TOM LEACH
616-248-3566

CE DISTRIBUTION
STANDARDS & MATERIALS
TIM SEXTON
517-788-0060

ORDER NUMBER
19525436

-CONSTRUCTION CERTIFICATION-
Work was constructed as Engineered or Changed as Indicated.
All Salvageable Material Was Returned to Stores.

Signed _____ in Direct Charge of Work

Dates: Started _____ Completed _____

MISS DIG NUMBER: _____ DATE: _____

STAKED YES NO

TREES YES NO

TLM NUMBER **0612343247** # OF ROOFS (DNIS)

DESIGNED BY **AL VEITER** DATE **01/29/13**

APPROVED BY _____ DATE _____

SHEET 1 OF 1 SCALE NTS

Health Dr & Center Dr SW

REPLACE METAL HALIDE w/ LED's
For CONSUMERS ENERGY
HEALTH DR & CENTER DR SW

CM NO. **10002200535**

ORDER TYPE **ESD** SUBSTATION **STL** DESIGN NUMBER **10351007**

DESIGNER **AL VEITER** DATE **01/29/13**

APPROVED BY _____ DATE _____

SHEET 1 OF 1 SCALE NTS



**STANDARD LIGHTING CONTRACT
(COMPANY OWNED) FORM 548**

Contract Number: 100000339505

Notification Number: 1018967167

Part I

Effective date of agreement: 2/1/2013

Company:
CONSUMERS ENERGY COMPANY

Customer: Wyoming

A Michigan Corporation
ONE ENERGY PLAZA
JACKSON, MI 49201-2357

Customer Type: City

County: Kent

ZIP Code: 49509

Lighting Type: General Unmetered Experimental Lighting Rate GU-XL

Initial Term: 2 year(s) beginning with the Effective Date of Agreement stated above.

Part II

TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY

Customer: Wyoming

Customer Type: City

CE Representative Signature:

Customer Representative Signature:

CE Representative Name:

Print Name: _____

Title: _____

CE Representative Title:

Clerk Attest: _____

APPROVED AS TO FORM:

Standard Lighting Contract Terms and Conditions

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Form 547.

2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.
3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.
4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time
5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance
6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission.

7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Form 547), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
 - a. Upon relocation of any of such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
 - b. The relocated equipment shall conform with the provisions in such application rates

8. In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.

9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.

10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

11. Additional Items:
None

Part III

RESOLUTION

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service within the City of Wyoming for a period of 2 year(s) and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ and the Clerk be and are authorized and directed to execute such contract on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Kent

I, _____, Clerk of the City of Wyoming, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

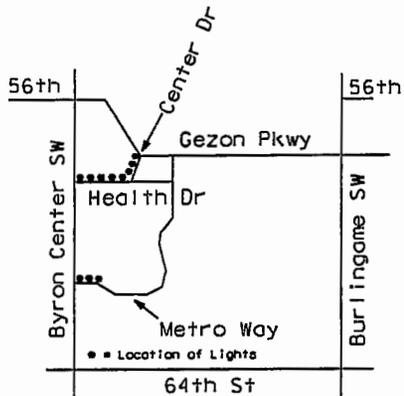
Municipal Customer Type:City

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

Number of Luminaires	Nominal Watts	Luminaire Type	Fixture Type	Fixture Style	Install Remove	Location
11	NA	LED	NA	NA	Install	Replacing existing 150W Metal Halide Lamps with 96W LED's. 5 lights on Health Dr, between Byron Center SW & Center Dr, 3 lights on Center Dr, between Gezon Pkwy and Health Dr, and 3 lights on Metro Way, between Byron Center and Village Dr. See attached print for specific locations.

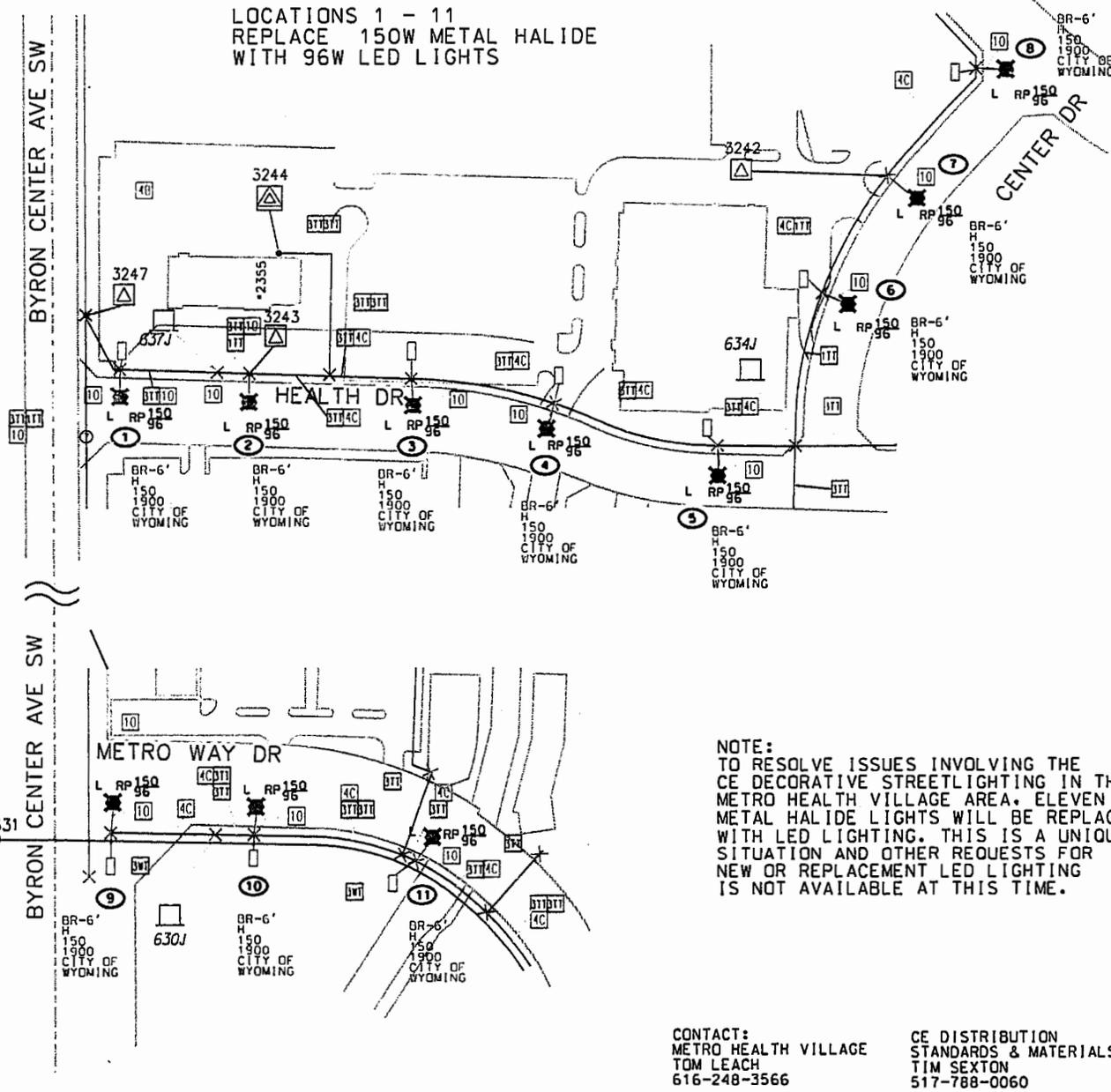
Comments:

The wattage for each of the 11 LED lights is 96 watts.



LOCATION MAP

LOCATIONS 1 - 11
REPLACE 150W METAL HALIDE
WITH 96W LED LIGHTS



KENT CO
CITY OF WYOMING
T06 R12 SEC.34

UNDERGROUND LEGEND

1. Single-phase primary
2. Open eye primary
3. Three-phase primary
4. Single-phase secondary
5. Combination light and cover secondary
6. Three-phase power secondary
7. Single-phase service
8. Combination splitting and power service
9. Three-phase power service
10. Straightening conductor (2/C-10 Cu)
11. Straightening conductor (2/C-10 AL)
12. Covered neutral conductor for ducts
13. Straightening conductor (3/C-1/0 AL)

CONDUIT

P2 2" Plastic P3 3" Plastic P4 4" Plastic P6 6" Plastic
S2 2" Steel S3 3" Steel S4 4" Steel S5 5" Steel S6 6" Steel

CABLE MATERIAL AND SIZE

A. No 2 AL cable, 175 mls, 15KV, or secondary.
B. No 1/0 AL cable, 175 mls, 15KV, or secondary.
C. No 3/0 AL cable, 175 mls, 15KV, or secondary.
D. 350 kcmil AL cable, 175 mls, 15KV, or secondary.
E. 500 kcmil copper cable, 175 mls, 15KV, or secondary.
F. 750 kcmil AL cable, 175 mls, 15KV, or secondary.
G. No 1/0 stranded AL cable, 200 mls, 25KV.
H. No 3/0 stranded AL cable, 200 mls, 25KV.
I. 750 kcmil AL cable, 200 mls, 25KV.
J. Cable joint.
K. 350 kcmil AL cable, 250 mls, 25KV.
M. Marker to locate cable
N. Refer to Note on Drawing, NI for Note I, etc.
T. No 1/0 AL, 200 mls, 25KV.
TT. No 1/0 AL, stranded, 200 mls, 25KV, jacketed.
VV. No 1/0 AL, stranded, 200 mls, 25KV, jacketed.
VVV. 350 kcmil AL, 200 mls, 25KV, jacketed.
VVVV. 500 kcmil AL, 200 mls, 25KV, jacketed.
VVVVV. 750 kcmil AL, 200 mls, 25KV, jacketed.
VVVVVV. 750 kcmil AL, 250 mls, 25KV, jacketed.

PROP. ELEC. CONDUCTORS ONLY
PROP. ELEC. AND GAS LINES ONLY
PROP. GAS LINE ONLY
PROP. ELEC., GAS AND TELECOMMUNICATIONS
EXIST. ELEC. CONDUCTORS ONLY
EXIST. GAS LINE ONLY
FUTURE ELECTRIC TRENCH

EX: [Symbol] • No. 1/0 solid AL cable for three-phase primary
[Symbol] • No. 1/0 AL cable for 3-phase primary and 350 AL cable for 1-phase secondary
X CONDUCTOR CHANGE

NOTE:
TO RESOLVE ISSUES INVOLVING THE
CE DECORATIVE STREETLIGHTING IN THE
METRO HEALTH VILLAGE AREA, ELEVEN
METAL HALIDE LIGHTS WILL BE REPLACED
WITH LED LIGHTING. THIS IS A UNIQUE
SITUATION AND OTHER REQUESTS FOR
NEW OR REPLACEMENT LED LIGHTING
IS NOT AVAILABLE AT THIS TIME.

CONTACT:
METRO HEALTH VILLAGE
TOM LEACH
616-248-3566

CE DISTRIBUTION
STANDARDS & MATERIALS
TIM SEXTON
517-788-0060

ORDER NUMBER
19525436

-CONSTRUCTION CERTIFICATION-
Work was constructed as Engineered or Changed as Indicated.
All Salvageable Material Was Returned to Stores.

Signed _____ in Direct Charge of Work
Dates: Started _____ Completed _____
MISS DIG NUMBER: _____ DATE: _____

STAKED YES NO
TREES YES NO
TLN NUMBER 0612343247
OF RODS _____
DNIS _____

DESIGNED BY ALYETER DATE 01/29/13
APPROVED BY _____ DATE _____
SHEET 1 OF 1 SCALE NTS

Health Dr & Center Dr SW
REPLACE METAL HALIDE w/ LED'S
For: CONSUMERS ENERGY
HEALTH DR & CENTER DR SW
SUBSTATION MEDICAL PARK
CIRCUIT MEDICAL PK

CM NO. 10002200535
ORDER TYPE ESO
DESIGN NUMBER 10351807
CXT NO. LCP NO. 03 0448

2/16/15
WDD:lmb

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE EMERGENCY
REPAIRS TO A BACKHOE

WHEREAS:

1. One of the Public Works Department's backhoes experienced a failure of the front drive system caused by normal usage.
2. The backhoe was sent to Michigan CAT, Inc. who provided an estimate of repairs in the amount of \$11,000
3. Funds are available in the Motor Pool Equipment Operations account 661-441-58200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the repair of a backhoe by Michigan CAT, Inc. at an estimated cost of \$11,000.

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 February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Resolution No. _____

STAFF REPORT

DATE: February 5, 2015
SUBJECT: Emergency Backhoe Repair
FROM: W. Scott Zastrow, Assistant Director of Public Works
Date of Meeting: February 16, 2015

RECOMMENDATION

It is recommended that the City Council authorize the emergency repair of one backhoe for an estimated \$11,000, by Michigan CAT, Incorporated.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. In the endeavor to protect the environment, the City repairs motor pool equipment when possible.

Social Equity

The repair of this backhoe will allow Wyoming to provide the same high quality service to all residents without regard to income level or socio-economic status.

Economic Strength

Repairing this backhoe reinforces Wyoming's economic vitality.

DISCUSSION

The Public Works Department uses a total of five backhoes to excavate water leaks and sewer back-ups. Sometime during the week of February 5, one of the backhoes suffered a failure of the front drive system, caused by normal usage. In order to quickly repair the backhoe, it was sent to Michigan CAT for an emergency repair.

BUDGET IMPACT

Michigan CAT has estimated the cost of the repair to be \$11,000, which can be funded out of the Motor Pool Fund, Equipment Operations, 661 441 58200 930000.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN OFFER TO EXTEND PRICING
FOR WATER METERS AND METERING EQUIPMENT

WHEREAS:

1. Michigan Meter Technology Group, Inc. has submitted a quotation to extend their existing pricing for Neptune water meters and metering equipment through December 31, 2015.
2. Neptune water meters and metering equipment is purchased to replace existing meters and metering equipment on an as-needed basis.
3. It is estimated the City will spend approximately \$120,000 for meters and metering equipment and funding is available in the Water Meter account 591-591-56500-775000.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Wyoming City Council does hereby authorize acceptance of the quotation from Michigan Meter Technology Group, Inc. to supply the City with Neptune water meters and metering equipment at existing pricing through December 31, 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 February 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quotation

STAFF REPORT

DATE: February 11, 2015

SUBJECT: Purchase of Water Meters

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

Date of Meeting: February 16, 2015

RECOMMENDATION

It is recommended that the City Council accept an offer to extend existing pricing for Neptune lead free water meters from Michigan Meter Technology Group, Inc. per the proposal dated February 9, 2015.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and public's health and welfare. The City uses water meters manufactured of brass. The use of brass allows for the water meter to be recycled thus reducing the consumption of natural resources and the dumping of materials in landfills.

Social Equity

Water meter replacements are provided throughout the City without regard to income level or socioeconomic status. All of the City's residents enjoy equal access to the benefits of the of the Public Works Department's water meter replacement program.

Economic Strength

The use of lead free water meters allows the Public Works Department to provide high quality service. The high quality service allows the Public Works Department to maintain the City's water supply system which sustains public and private property values.

DISCUSSION

The City's water supply system has approximately 22,800 metered water connections. The American Water Works Association recommends that water meters be replaced approximately every seven years. Wyoming has an ongoing water meter replacement program, but over half of the city's meters are in excess of ten years old. It is important that this program continues uninterrupted.

Brass has been traditionally used in the drinking water industry because of brass's strength, hardness, and resistance to corrosion. Strength is important due to the internal pressure of the water supply system. Hardness is important due to the durability of the parts during installation and operation. Resistance to corrosion is important due to the internal and external exposure to moisture.

Neptune Technology Group manufactures a brass water meter which is lead free. Their brass water meters have significant salvage value and can be enhanced to provide Wyoming with the option of developing a city-wide Advanced Metering Infrastructure (smart metering system) in the future.

Neptune Technology Group supplies their water meters only through Michigan Meter Technology Group, Inc., in Michigan. The attached quotation from Michigan Meter Technology Group, Inc. extends the existing prices for water meters and metering equipment through December 31, 2015.

BUDGET IMPACT

Sufficient funds have been budgeted in the Water Fund, Transmission and Distribution, Meters account 591-441-56500-775000.



Michigan Meter Technology Group, Inc.
799 East Whitcomb Ave • Madison Heights, Michigan 48071
248-585-3700

February 9, 2015

Mr. Shimo Svabic
Meter Shop
City of Wyoming
2660 Burlingame Avenue, SW
Wyoming, Michigan 49509

Reference: Neptune Ecoder Water Meters with External R900 MIU

Dear Mr. Svabic:

Thank you considering Neptune and Michigan Meter.

We are pleased to offer the City Neptune's metering solution which will seamlessly integrate with Wyoming's current system (below pricing is per meter):

<u>Positive Displacement (Nutating Disk)</u>	<u>Standard</u>	<u>Pit Set</u>
5/8"x3/4" T10, No Lead E-coder Meter	\$ 89.44	\$103.44
3/4" T-10, No Lead E-coder Meter	\$ 138.67	\$152.67
1" T-10, No Lead E-Coder Meter	\$ 193.33	\$207.33
1.5 T-10, No Lead E-Coder Meter	\$ 380.00	\$394.00
2" T-10, No Lead E-Coder Meter	\$ 494.67	\$508.67
<u>Compound</u>	<u>Standard</u>	<u>Pit Set</u>
2" Tru Flo Compound Meter, No Lead	\$1,333.33	\$1,333.33
3" Tru-Flo Compound Meter, No Lead	\$1,866.67	\$1,866.67
4" Tru-Flo Compound Meter, No Lead	\$2,533.33	\$2,533.33
6" Tru-Flo Compound Meter, No Lead	\$4,266.67	\$4,266.67
<u>Turbine</u>	<u>Standard</u>	<u>Pit Set</u>
1.5" Turbine Meter , No Lead	\$ 453.33	\$ 453.33
2" Turbine Meter, No Lead	\$ 466.67	\$ 466.67
3" Turbine Meter, No Lead	\$ 920.00	\$ 920.00
4" Turbine Meter, No Lead	\$1,200.00	\$1,200.00
6" Turbine Meter, No Lead	\$2,266.67	\$2,266.67
<u>Strainer</u>		
2 " Bronze Strainer, No Lead	\$ 380.00	
3" Bronze Strainer, No Lead	\$ 600.00	
4" Bronze Strainer, No Lead	\$ 773.00	
6" Bronze Strainer, No Lead	\$1,333.33	

Mr. Svabic
February 9, 2015
Page 2 of 2

R900 MIU

Purchased Before 3-1-15 (version 3 production)	\$82.00
Purchase After 3-1-15 (version 4 production)	\$89.00

Neptune Technology Group is releasing the Version 4 R900, which will provide additional benefits and features, including data logging capabilities within the MIU. With the release comes a cost increase to the MIU.

The quoted pricing is good through December 31, 2015. Freight is allowed on Purchase Orders over \$25,000.00.

Thank you for considering Michigan Meter for your metering needs. We look forward to providing you with all your Neptune meter and Ford water service product needs in the future.

Very truly yours,
Michigan Meter Technology Group, Inc.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A REQUEST FOR QUALIFICATION FROM
REDHEAD DESIGN STUDIO FOR WEBSITE REDESIGN DEVELOPMENT SERVICES AND
TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, a Request for Qualification (RFQ) was requested for website redesign development services.
2. It is recommended the City Council accept the RFQ from Redhead Design Studio in the estimated amount of \$22,560.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the RFQ from Redhead Design Studio for website redesign development services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the 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:

ATTACHMENTS:

Staff Report
Redhead Design Studio RFQ
Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: February 2, 2015

Subject: Website Redesign Development Service

From: Website Redesign Committee – Heidi Isakson, Erin Nemastil, Paul Gerndt, Laura Jackson, Jennifer Ballard, Gail Jacobs and Matt Urick

Meeting Date: February 9, 2015

RECOMMENDATION:

It is recommended that City Council accept the proposal submitted by Redhead Design Studio. On Tuesday, October 28, 2014, six responses were received in answer to our Request for Qualifications (RFQ) for website redesign development service. Sixteen invitations to submit REQ's were sent to prospective companies.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact environmental quality.

Social Equity – The City continuously works to improve communication with its residents. The intent for the redesign of the current City's website is to provide an easy to use website that will provide both information and communication for all citizens. This includes the ability to translate content from English to multiple languages including Spanish. The website shall also meet all relevant guidelines to ensure the technology is accessible to individuals with disabilities. The site will be developed with a responsive design to be compatible across various devices, including desktop, laptop and tablet computers as well as mobile devices.

Requests for additional features include the ability for site-wide notification of canceled/rescheduled meetings, special/emergency notifications and a blogging type of application for use by the City Manager. A social media section that will encourage users to interact with the City in various social media outlets including (but not limited to): Facebook, Twitter and LinkedIn.

Economic Strength – The last major update to the current website was in 2003 and the new upgrades will include the capability of accessing the website from all current computing devices, platforms and browsers.

The new web site will also include a content management system (CMS). The CMS allows edits to be made within departments and features a review process to allow proofing and approval of new content before it is made public. These new processes will improve the efficiency of website edits and provide departments more control of their own website materials.

DISCUSSION:

A committee consisting of the City’s Communications Specialist and the following departments: Information Technology, City Manager and Purchasing reviewed the RFQs submitted. Based on qualifications and first year cost estimates (shown below) it was recommended the committee interview Artemis Technologies, Inc. and Redhead Design Studio.

	<u>Estimate</u>
Artemis Technologies, Inc.	\$ 20,875.00
Redhead Design Studio	\$ 22,560.00
Vision Internet	\$ 24,785.00
CivicPlus Advantage	\$ 34,317.00
Revize Software Systems	\$ 41,650.00
Concilio	No Estimate

The committee concluded that Redhead Design Studio met all technical, aesthetic and functional qualifications the City requested in the RFQ. After review, deliberation and follow-up the committee unanimously recommended the selection of Redhead Design Studio.

BUDGET IMPACT:

Funds for website redesign development service are available in General Fund/Information Technology/Capital Outlay Computer Equipment account number 101-258-25800-984017.

Attachments: Redhead Design Studio Submitted RFQ
Contract

PROPOSAL FOR SERVICES



Prepared for:

City of Wyoming
Purchasing Department
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

Website Redesign, Development &
Maintenance System

Submitted by:

Redhead Design Studio
1135 North Washington
Lansing, MI 48906
virtualredhead.com
(517) 853-3681

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Conclusion	29

Cover Letter

Thank you for allowing us the opportunity to submit a proposal to you. We're really excited about the possibility of working with the City of Wyoming—a complete website redesign with an updated aesthetic, incorporating industry best-practices is an exciting venture! Redhead Design Studio has a robust mix of skills to meet your needs—including web design and development, marketing strategy, and communications.

It's clear that your residents are your number one priority. You strive to provide a safe, convenient and pleasant living environment. You need a redesigned website to communicate those priorities and provide efficient functionality and services that the residents use regularly. A well-designed and effective website can be useful in piquing interest, cultivating a strong sense of community, and increasing attendance for city activities and events. It can be an important resource for tax information, sports leagues, city-wide calendars of events, press releases and general news. We think we are the best creative partner to not only produce a newly designed and efficiently-functioning website, but to also help you increase visibility and entice community members and potential visitors into reading your materials. You need experts at producing award-winning, beautiful and smart solutions that get people's attention and create a buzz. And we'd love to do that for you, with you.

We're not afraid to push for change when it's in our client's best interest. We strive to ensure that your website operates at peak performance and we see this shift to a new agency partnership as a great opportunity to create something great and put Wyoming on the leading edge or trend well into the future. We have a multifaceted team of experts to take a fresh look and we come to the table with a fresh perspective.

While we are not going to come in as the least expensive firm in this proposal bidding process, we appreciate a very high level of excellence and we promise that we will—by far—be the best value to you. This type of work is our wheelhouse—we're not an SEO-sales or PR-focused company who happens to design websites as well. We're a strategic design and marketing studio. Developing effective communications tools is what we love to do. We also have a robust group of exceptionally talented design staff, and our deep bench means there are many minds available to keep your communications materials fresh and innovative.

A website is an important tool which has to work seamlessly. Our job is to listen to your vision and goals, support you, make you (and the city) look good, and to get the job done pleasantly—it's also our job to encourage change when we see important improvements that can be made.

To be blunt—we're really good at what we do and we'd love to help you. We feel that we are an excellent fit, and sincerely look forward to the possibility of working together.

Thank you so much for your consideration,

Allie Muchmore
Client Relations & Social Media Director
allie@virtualredhead.com

Agency Overview: Redhead Design Studio

In 2000, Redhead Design Studio was created out of a hybrid of design, marketing, communications, editorial, and journalistic experience. Since then, we've been using our unique set of strengths to provide communications solutions for a wide variety of clients. Our list of clients includes many large entities—premier educational institutions, companies devoted to healthcare, national non-profits, associations; and small businesses—boutiques, bakeries, interior designers, manufacturers, and more. The combination of large and small clients, and the breadth of industries we serve, lets us cross-pollinate and stay fresh in our approach to problem-solving.

We are a small but agile company—handling a range of marketing, design, and web services. We are particularly good at morphing our services to meet each client at his or her needs' level. For some, we function strictly as a design boutique. For others, we exist as their marketing arm and handle tasks from marketing research to project implementation.

Redhead offers a broad range of solutions in the following categories:

BRAND DEVELOPMENT

- company naming
- product naming
- logo creation
- tagline generation
- brand standards development
- brand voice development
- identity materials

STRATEGY

- marketing strategy
- idea generation
- messaging
- creative problem solving
- creative strategy
- communications training
- communications consulting

SOCIAL MARKETING

- social media strategy
- social media training
- campaign creation and implementation
- guerrilla marketing
- hashtag development
- social network mobilization

MARKETING MATERIALS

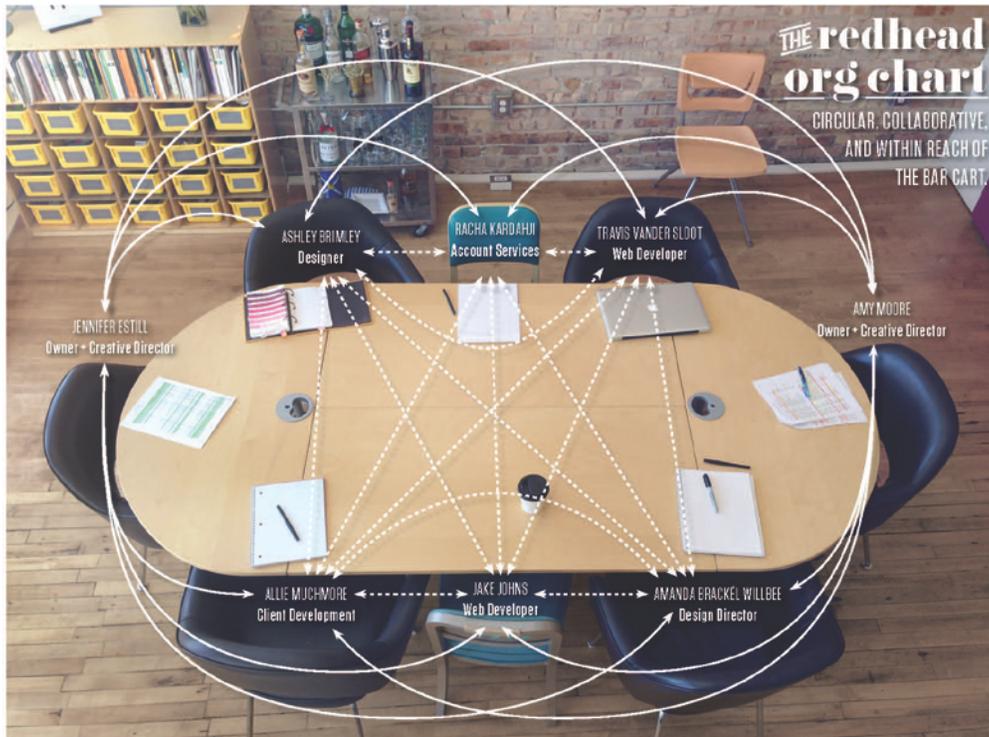
- campaign development and implementation
- publications
- newsletters
- annual reports
- presentation materials
- event materials
- exhibit graphics
- creative copywriting

INTERACTIVE

- website design
- website content audits
- new website architecture
- web application development
- content management systems
- web strategy

Agency Description: Our Team

Here at Redhead we try very hard not to be corporate. But we do corporate work. And we're really good at it. The thing is, we're a small enough studio that our org chart, well, it looks like this:



The important part—we're collaborative. Everyone on our client team has a particular specialty, and a different moment to lead. Each account has a lead creative director—either Jen or Amy—to shepherd strategy and message, and a project manager—either Allie or Racha—to keep lines of communication open and deadlines tight. But it's a promise that all of our creative minds will touch the brand at some point. Which means lots of good ideas.

Our Tools

Redhead uses two management tools that help keep us in line and on time. Harvest, a time tracking application, allows us to accurately track the hours we spend on each task and project. This ensures we stay within budget and alert you of any impending budget considerations in a timely fashion. Basecamp, a project management application, allows us to schedule, track important details, and share important data team-wide.

Our Work

Identity: A small sampling of our award-winning logo work.



Our Work

Identity: A small sampling of our award-winning logo work



MICHIGAN
**FOREST
PRODUCTS**
COUNCIL



— THE —
**PEOPLES
CHURCH**



Our Work

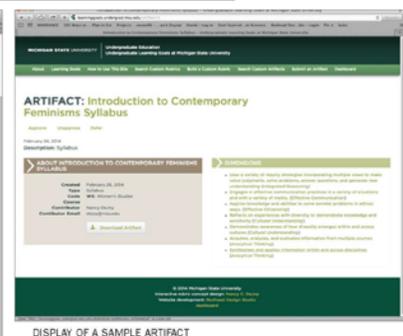
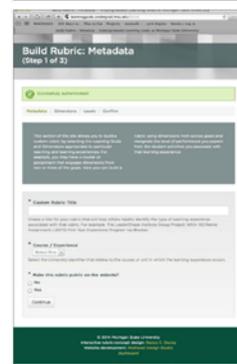
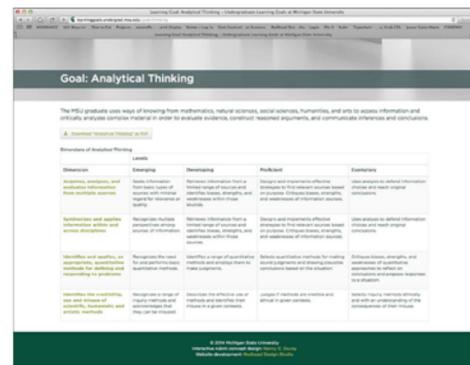
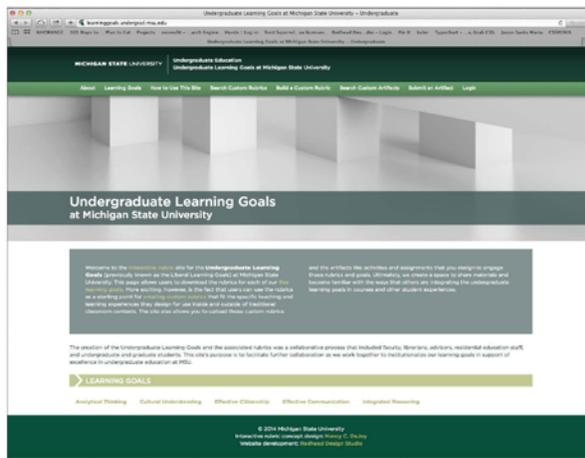
Client: Office of the Provost at Michigan State University

Visit: learninggoals.undergrad.msu.edu/

Project: Undergraduate Learning Goals Interactive Rubric Website.

Results: Michigan State University's academic governance has outlined a set of institutional learning goals which inform all aspects of the undergrad's learning at the university. The goals—focusing on analytical thinking, cultural understanding, effective citizenship, effective communication, and integrated reasoning—ensure that each MSU grad has a strong framework of active engagement in their undergraduate experience.

Through the site, faculty can review the five institutional learning rubrics, they can build, save, and share customized rubrics for each of their classes, and they can also upload assignments, syllabi, and more, that illustrate best practices. Redhead's task was to work with the client to comprehensively outline and develop the business logic and functionality required for effective use; integrate with the university's Shibboleth system to allow faculty to log in and save information securely with their MSU Net ID; and to visually represent the content in an effective ways. This content-dense site is also elegantly responsive. The client boasts that this interactive rubric model “has never before been seen in higher education.” We were happy to help make it a reality.



INTERFACE TO BUILD A CUSTOM RUBRIC

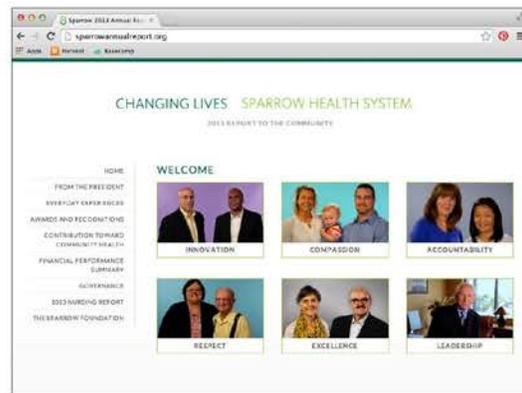
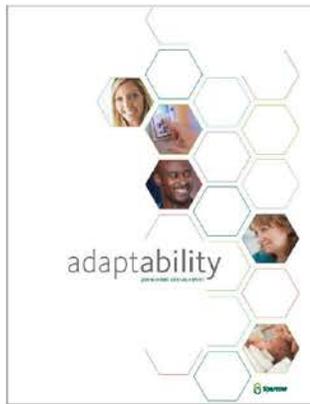
Our Work

Client: Sparrow Health System

Visit: sparrowannualreport.org

Project: We were tasked to create both an online annual report and supplemental nursing report with accompanying video portraits for 2013. In addition to highlighting significant achievements for the year, this project utilizes a series of two-person stories to encapsulate and emotionally illustrate the core values of the health system in a compelling manner.

Results: Feedback from Sparrow management and their stakeholders was extraordinary. The responsively designed site and video series, along with an accompanying print piece highlighting Sparrow's highly regarded nursing system, are touted as one of the system's core marketing pieces annually. This is one of our favorite annual projects.



Our Work

Client: Michigan League of Conservation Voters

Project: The Michigan League of Conservation Voters came to us asking for a case study to send to grant funders and potential donors. They needed an economical solution that was eye-catching, complimented their brand and was professional looking.

Results: "Action & Accountability" is a tier-cut booklet printed on 100% recycled paper and soy ink. We helped write the piece and took cues from the MLCV's various tenants and mission statement to come up with each tier's title and the booklet title. We also featured triangle graphic elements to represent the client's "cycle of accountability" in a beautiful and eye-catching way.



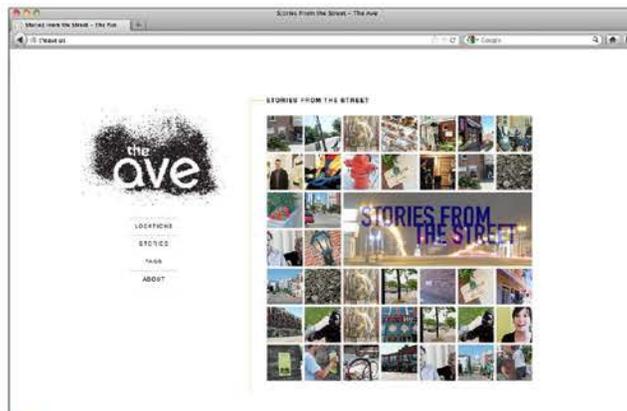
OUR WORK: *The Ave*

Client: The Ave

Visit: theave.us

Project: Create a campaign to highlight the rebirth of arts and creativity in Greater Lansing—to be shared on the street, on our phones, and on the web—one story at a time. A smart and savvy solution, with an authentic, for-the-people sensibility. Hip and urban, gritty and fine-art inspired. We helped build this unique and genuine personality for The Ave.

Results: First, a hand-made logo was created to serve as the identity of The Ave. Next, a sophisticated website was developed to hold the stories. Placards were strategically placed along Michigan Ave, allowing viewers to listen to a story right there on the street by calling the number on the placard or scanning the QR code with your smart phone.



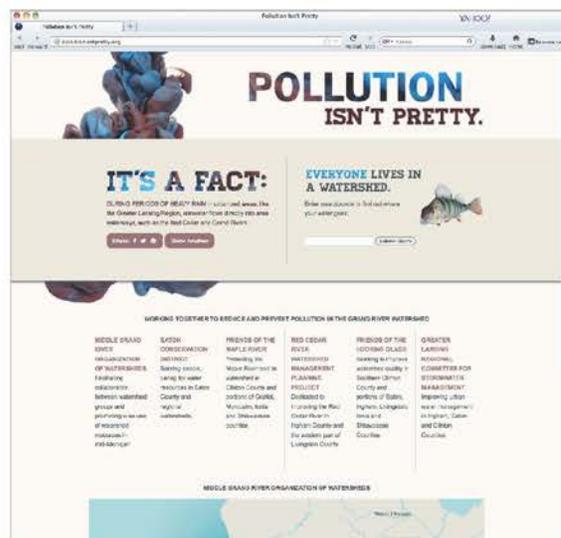
Our Work

Client: Middle Grand River Organization of Watersheds (MGROW)

Visit: pollutionisntpretty.org

Project: MGROW is an amazing umbrella organization in Lansing that is made up of six different watershed groups. Their team was having trouble with consistent messaging, materials that looked professional, and had never had branding or a campaign before.

Results: "Pollution Isn't Pretty" is an inspiring and eye-catching umbrella campaign that all six member groups and MGROW itself can utilize as their over-arching campaign to promote watershed awareness, clean water, and water conservation. Redhead developed templated pieces for them to use and swap out their logos, we also made all the templates conveniently available for download on an assets website so that volunteers in each member group can access and utilize the materials.

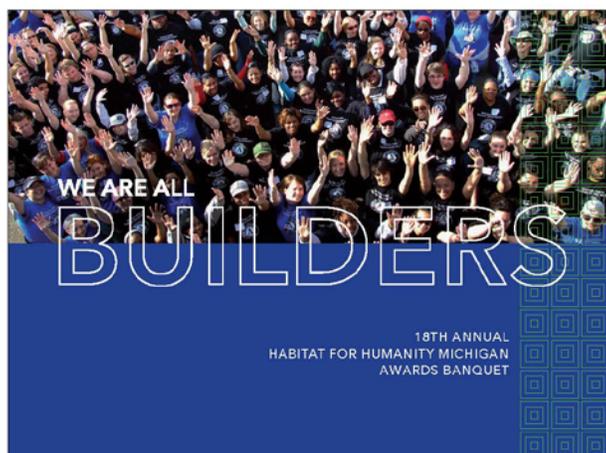


Our Work

Client: Habitat for Humanity Michigan

Project: 2013 annual banquet collateral—program, table tents, PowerPoint template, posters, save-the-date and event-supporting promotional materials.

Results: Habitat for Humanity Michigan wanted annual conference materials that would inspire a year of growth, and visually present their theme of “one million volunteers.” We created a set of branding elements to use in these materials—and subsequent pieces—and created a headline and design theme that allowed them to inspire attendees.

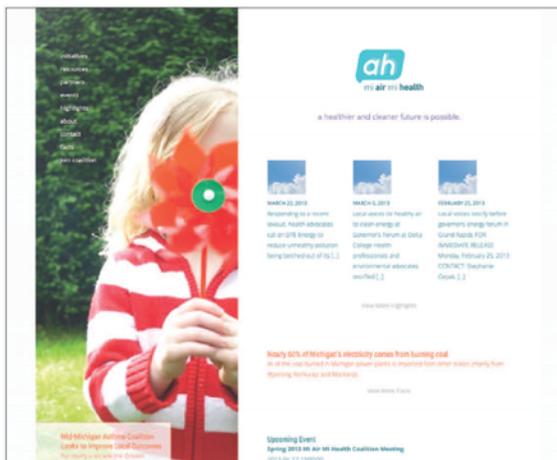


Our Work

Client: Michigan Air, Michigan Health
Visit: MiAirMiHealth.org

Project: A brand new environmental health coalition formed and needed a name, logo, brand elements, and website. The name Michigan Air, Michigan Health was chosen and brand elements went from there.

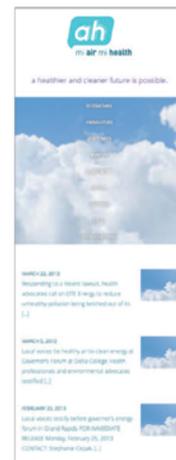
Results: Our first job was to build a logo that appealed to the general public, legislators, and health experts. The “ah” reminds audiences of fresh air and ideas. The speech bubble shape alludes to ideas and conversation starting on environmental health solutions. We departed from the “standard environmental coalition” palette of colors and went for a poppy, fresh blue to liven the brand up. Photo styles for the responsive website and brand element are diverse and focus on children, one of the most vulnerable populations effected by air pollution in Michigan.



DESKTOP VIEW



TABLET VIEW



HANDHELD VIEW

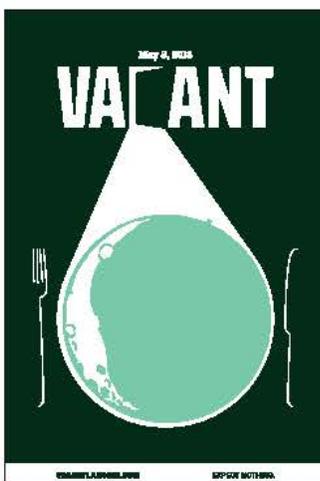
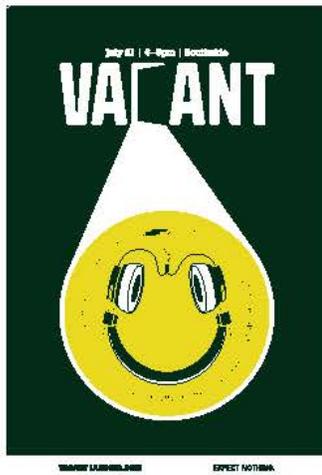
Our Work

Client: VACANT

Visit vacantlansing.com

Project: Build a visual brand, personality and voice for a series of Placemaking events for which the hosts wish to remain anonymous, and wish to keep the location, theme, and reasons behind the event a mystery.

Results: Our first job was to build a logo that communicated the mysterious nature of VACANT. The "open door" invites viewers to wonder what's inside. Next: silkscreened posters featuring a graphic "clue" leads to a website that's deliciously vague. For this ever-so-mysterious events, Redhead ring-masters a guerilla marketing effort to get the Twitterverse abuzz, earn media coverage and sell-out tickets in nearly 48 hours. A series of well-written email clues have kept attendees chattering in anticipation.

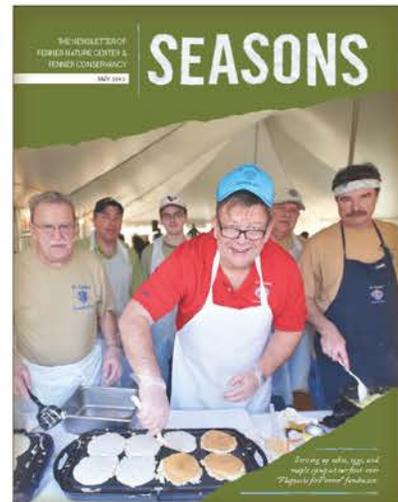


Our Work

Client: Fenner Nature Center

Project: Logo development complete, we turned to crafting marketing tools for the local nature center. The goal was to create a sophisticated but inviting identity that would work well for a wide variety of audiences and age groups.

Results: A few newsletters, videos, posters, and promotional suites later, Fenner is on the uptick. Brand recognition is at an all-time high, attendance at fundraising events is up, and the future is, well, green.



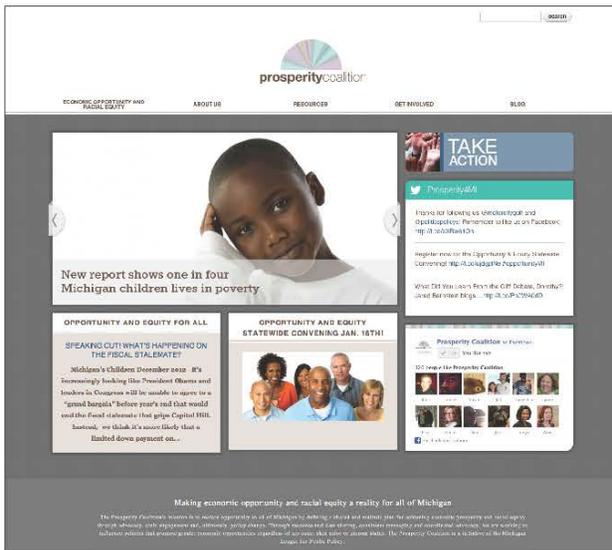
Our Work

Client: Michigan League for Public Policy

Visit: prosperitycoalition.org

Project: Using grant funds from the W.K. Kellogg Foundation, MLPP created the “Prosperity Coalition” to promote economic prosperity and racial equity, especially as it relates to children, in Michigan. Redhead’s job was to give the Prosperity Coalition a visual identity and website.

Results: Our solution started with a logo that literally shows varying “slices” of the pie, but also represents the power of working together, the coming together of many elements, and strength in diversity. From there, a brand standards document, and a CMS-backed website, which came together to create the foundations for the Prosperity Coalition to spread their message and effect policy in Michigan.



DESKTOP VIEW



TABLET VIEW



HANDHELD VIEW



Our Work

Client: Michigan Community Service Commission
 Visit VolunteerMichigan.org & volunteermichigan.org/assets

Project: The Volunteer Centers of Michigan, Michigan Nonprofit Association and the Michigan Community Service Commission came together to build a campaign. The campaign's goals were trifold: promote volunteerism in Michigan, increase number of volunteer acts tracked in the state, and increase volunteerism as a component of Michigan's revitalization

Results: Volunteer, Michigan was created. This campaign tackles one of the primary threats to volunteerism: time. So it illustrates what one gets out of volunteerism with simple give/get headlines and a charming suite of icons. The comma in the tagline adds a subtle nod to creating a city, Volunteer where people reside and live. Redhead created a comprehensive marketing plan. We designed a website which included an assets page, social media shareables, :30 videos. We also developed collateral including billboards, posters, stickers, banners, t-shirts and tote bags. A comprehensive social media plan was outlined to help increase awareness and keep the campaign's momentum. We also made all marketing collateral conveniently available for download on an assets website so that they are easily accessible.

Give up a few hours for a good cause and get less depression and lower rates of heart disease.

Volunteer, Michigan.
 share your experiences and find opportunities at volunteermichigan.org

Give up an hour on the couch and get to hang with friends and make your city better.

Volunteer, Michigan.
 share your experiences and find opportunities at volunteermichigan.org

Volunteer, Michigan.

When you share your time and talent, you help our great state be, well, even greater. And you know what? You get something back, too. More new friends, more fun reward, more fun neighborhood, more a laugh.

Every minute you give, big or small, makes a better world for us and helps you, too. So show your support, inspire others and join Michigan's volunteer culture.



Volunteer, Michigan.

share your experiences and find opportunities at volunteermichigan.org

Meet the Redheads



Amy Moore—Partner and Creative Director

Amy's a noodler. She may seem reserved in meetings, but don't be fooled—inside her head is abuzz with activity. Amy eats information for lunch, finding complex relationships between details, and gathering knowledge from 20 different sources to find the answers that are right for you. She'll take it all in, process it, and organize it. A little while later out comes something beautiful, and clever, and unique, and shiny.

Amy brings high-art sensibilities and a strategically-focused mind-set to the table. She has performed for a wide range of clients—the W.K. Kellogg Foundation, TDS Metrocom, Capital Area Transportation Authority, and the Michigan Office of Highway Safety Planning, to name a few. Outside of the office, you can often find Amy volunteering at Fenner Nature Center, where she serves on the board and leads the communications committee—Amy and her two daughters are true nature lovers. A born researcher, she is forever exploring and learning about everything she can get her hands on. She is an accomplished photographer, painter and gardener, and will often entertain you with stories of the beasts and fowl surrounding her sylvan home. If you get a chance, ask her about “the wood duck incident.” An entertaining tale, to say the least.

Amy has a degree in fine art from Michigan State University. She has been in the field of graphic design and marketing for 15 years.



Jennifer Estill—Partner and Creative Director

Jen is fast on her feet. She may come up with your big idea five minutes into your kick-off meeting and want to spend the rest of the meeting talking about what book you're reading. She's great at understanding the big picture and viewing things from perspectives you didn't even think to consider. Her stream of consciousness thought process and spontaneous idea generation is impressive and refreshing.

Jennifer is Redhead's founding partner. She has served a variety of clients in both the for-profit and non-profit sectors. Clients such as the Natural Resources Defense Council, Ingham Intermediate School District, Governor's Council on Physical Fitness, Michigan State University Extension, and Lansing State Journal have all relied on Jennifer to smartly guide their work to another level. She and her husband juggle three smart and busy boys, take on curious hobbies such as crafting scrap metal art and urban chicken farming, and are both avid volunteers. Jennifer serves on the board of directors for the Old Town Commercial Association, where she assists with placemaking and revitalization efforts. She was named one of “10 Over the Next 10”— young business people who not only excel in their fields, but who are also involved in their community and invested in Michigan's future.

Jennifer has a degree in journalism from Michigan State University. She has been in the field of graphic design and marketing for 17 years.



Redhead Design Studio | 1135 N. Washington, Lansing, MI 48906 | virtualredhead.com | 517-853-3681

The Redhead Team



Amanda Brackel Willbee—Design Director

Amanda's design creations are inspired by her love of craftsman architecture, juxtaposition of nature and industry, and all things vintage. Amanda has worked as senior art director, graphic designer, and illustrator for accounts including Target, Clorox, and Ford Motor Company. She has also designed products for JoAnn Fabrics, Michael's, Home Goods, and more. Her work has been highlighted in InStyle magazine and on the Tyra Banks Show.

Amanda enjoys designing interior spaces, entertaining, and painting. Her paintings have been featured in group and individual shows and hung in the Fisher Building in Detroit, the Empire State Building in NYC, and other landmark locations. She also adores her two pooches, Brody and Oliver. You'd love them too, and if you want to meet them, check out one of Amanda's "pet" projects: <http://oliverisyourfriend.com>.

Amanda graduated with a fine art degree from Western Michigan and has a decade of agency experience.



Ashley Brimley —Designer

Ashley's process for everything in life is this: exploration, innovation, creation. She possesses an entrepreneur's passion, an analyst's mind and an artist's hand. At a tender age, she's already founded her own startup—folyo.co—a social e-commerce platform that allows art students to sell their work. In fact, she has many roots in Lansing's entrepreneurial community.

In the office Ashley enjoys logo design, finding a happy medium between visuals and type, doodling with Sharpies, exploring new mediums and experimenting with extremes. Outside of the office, she views the world via the lens of her camera. Ashley holds a BFA in Graphic Design and Photography from Michigan State University.



Travis Vander Sloot—Front-End Developer

Travis brings an eye for clean, structured web design, translating ideas into functional and fun websites. He draws on his love of graphic design and the challenge of adapting classic concepts to a flexible web environment. Travis lets form follow function, conquering complex web structures with his elegant and easy-to-navigate user interfaces.

At home, Travis grows his own wheat grass and likes to read science fiction. He grew up in rural Michigan with horses, and has called the Czech Republic and Denmark home. Travis holds a bachelor of art in psychology from Michigan State University.



The Redhead Team



Jake Johns—Web Developer, Digital Media Guy and Resident Nerd

Jake has a rare brain—versed in both art and science. He's an incredibly intelligent and well-informed strategic thinker who often has poignant remarks regarding readability and usability issues for everything from magazines to websites. In his own words, Jake is “a big nerd.” He's studied technology and the intricacies of web languages in his free time since elementary school, and is an expert in both client- and server-side solutions. If that sounds like a foreign language to you, you're not alone. That's why we love having him around—Jake is fluent in languages most of us don't know exist. From complex databases to CMS, he's one of the best web developers around and works hard to make sure our clients digital work is stellar.

Oh, and in his spare time he creates amazing poster art, studies political complexities, and would happily debate the merits of capitalism with you. Then there was that one time his sister made him sing some Barry Manilow. But he doesn't talk about that much.



Allie Muchmore—Client Development and Social Media Director

Allie brings a very unique perspective to Redhead. You would think her Type-A project management skills and experience in environmental policy wouldn't be found in a “creative” field. But it turns out, she's got creativity in her DNA. Allie is adept at everything from event planning and strategy-building to public outreach and audience engagement. In her previous role at the Michigan Environmental Council, she managed event planning and promotion, social media strategy and policy research. But it was her innate eye for aesthetic excellence and sunny disposition that drew us to her as the perfect fit to ensure Redhead's clients enjoy both the creativity and the organization that's required on complicated projects.

Allie holds a bachelor of science in environmental economics and policy from Michigan State University. She currently serves as the marketing advisor for Kappa Alpha Theta at MSU.



Racha Kardahji—Account Services Director

Racha's roots stem from Lebanon and the metropolis Dubai, but she's decided to call our lovely borough of Lansing home. She speaks multiple languages and is still connected with her family and friends in her adopted emirate. Racha brings an international perspective to Redhead. Her strategic and organizational talent help us keep client projects flowing in a timely fashion, and keep Redhead running like a well-oiled machine. She has a keen eye for detail, a burning desire for grammatical perfection, and thrives on processes and specifics. Racha is an avid reader, writer, board-game player, and self-proclaimed nerd (there's a TARDIS USB hub on her desk).

Racha has a bachelor of business administration and marketing from Northwood University, and a master of strategic management from Davenport University.



The Redhead Team



Shannon Beczkiewicz—Office Assistant

Shannon is Redhead's "Gal Friday." In any given day, she may bounce between researching, copy editing, and keeping the office supplied. But this is no ordinary office assistant. After a decade of working in political communications, she carries heaps of minutia, trivia, puns and oddball anecdotes (mostly true and occasionally inappropriate) in her redheaded head. Shannon fills her down time with knitting and sewing. But it isn't all quiet crafting. On Saturday nights, you may find her on roller skates refereeing roller derby bouts.

Shannon has a degree in journalism and political science from Butler University and has worked in communications and for political candidates and elected officials for 10 years.



Linda Estill—Office Manager

Linda is the glue who makes sure this passel full of creative types has its head on straight. Need 400 matchbox-sized CATA bus replicas in time for an event? Linda will find them. Need to make sure that mailing list is split correctly, with the right custom mailer going to the right custom mailee? Linda's on it. She also keeps the book, writes project estimates, sends invoices, gathers print and mailing quotes, and manages just about all the logistical details around Redhead.

And no, it's not a coincidence that her last name is "Estill." She happens to be Jen's mother-in-law, and sort of the ipso facto mom about the office. She keeps us all in line, in the black, and on top of every single detail.



Our Rates

Redhead Design Studio's estimates are based on a standard hourly rate of \$120/hour. This includes consultative services, conceptual design work, meetings and communications with your leadership, strategic thinking and planning, graphic design services and web development services. It also includes time for administrative services, pre-press and production services, photo correction, web maintenance services and technical assistance.

You will find our rates to be competitive for established, proven and award-winning creative shops.

October 28, 2014

City of Wyoming
Purchasing Department
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

CITY OF WYOMING WEBSITE RE-DESIGN

Consultation, planning, re-design and re-development of the website for the City of Wyoming. Our estimate includes services from initial consultation through design, development and completion, with workflow and budget as indicated below. We understand that the website will be a fully functioning, user-intuitive CMS with various user roles and authorization levels. We also understand that all City departments shall be represented to ensure appropriate representation of City services and industry best-practices will be utilized.

Training and a full user manual will be provided to the client team upon website completion.

Stage 1: Content audit & site planning

34 hours

Consultation with client and planning for specific structure and function of websites.

- Consultation, formal intake meeting, and internal research.
- Final content outline provided by client, including all required navigation points and site elements.
- Audit of interactive and dynamic features that are currently available on the site.
- Outline of all site elements and technical functions/modules to be built for the sites.

Please note: Redhead Design Studio reserves the right to modify budgets and scopes of Stages 2 and 3 if content planning reveals significant changes in required capabilities beyond our current understanding.

October 28, 2014

City of Wyoming
Purchasing Department
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

WEBSITE DESIGN CONTINUED

Stage 2: Web Application Construction

76 hours

All applicable programming and development to construct functioning web application and data presentation for a website. This stage includes:

- Construction of necessary data persistence infrastructure, business logic, and interface including development of functions/modules outlined in Stage 1.
- Application beta: client to test applicable site functions & provide feedback which should include any minor alterations to function or business logic. Significant changes in scope at this point may increase cost and delay development. The fundamental aspects of the project should have been significantly worked out during Stage 1.
- Includes up to one round of beta review.

Stage 3: Visual Styling & Design

56 Hours

Creative direction, design and development of visual look of website. This stage includes:

- Presentation of two unique visual concepts for overall look & feel of the site, based upon discovery in Stage 1 and client-provided priorities.
- Implementation of site-wide graphic theme, including applicable html, scripts, and css and all related templates for the various levels of the website.
- Development of responsive design to make site tablet and mobile-friendly.
- Visual beta: client to review site for overall look, user experience and accessibility concerns.

Please note: any alteration of, or addition to, site function at this time will result in additional charges.

User Training & Manual Development

12 Hours

Hours include development of comprehensive user manual (digital and print versions will be provided) and 4 hours of client-training on the new CMS.

Project Management

10 Hours

Hours include consultation with primary contacts, associated project management time, and all associated administrative time.

October 28, 2014

City of Wyoming
Purchasing Department
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

WEBSITE DESIGN DETAILS

Site Compatibility & Validity

- Site to be programmed to meet W3 accessibility guidelines and be section 508 compliant.
- Site to be mobile-device compatible.
- Site to be developed for a Microsoft Windows based server and to be Microsoft SQL compatible.
- Site to be developed, to the best of our ability, so that integrity of the website is intact within language translation processes, in mobile and electronic devices.
- Site to be developed to comply with ADA rules and regulations.
- Site to be developed for optimal function in current versions, plus most recent legacy version, of all major browsers. For older browser versions, we ensure appropriate content presentation. Full function and graphic presentation for older browser versions may result in additional charges.
- Site to be developed to include Google Analytics—account information will be provided to whomever you designate as the touch-person for analytic reports.

Assumptions

- Client is responsible for all proofreading, including confirming spelling of proper names and contact information (addresses, web sites, phone numbers, technical specifications, etc.).
- Client to provide necessary background material and final copy in digital format (such as MS Word).
- Copy/content and rounds of edits from the client shall be provided in aggregate. Providing copy/content and/or edits piecemeal may result in additional project management charges.
- Proofreading services can be estimated at your request.
- Copy writing services can be estimated at your request.

Launch Maintenance

Estimate allots up to two hours over the course of two months for website maintenance and minor tweaks after live date. It does not allow for development of additional functions or sweeping changes in the function or organization once the site is live. Updates beyond this scope may be estimated at your request and ordered as needed.

Population of Site

Population of site with client-provided content. Final content must be to Redhead before we begin work.

Hosting

Hosting of website is assumed to be handled internally by the City of Wyoming.

ESTIMATE for SERVICES

PROP 209

October 28, 2014

City of Wyoming
Purchasing Department
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

CITY OF WYOMING WEBSITE REDESIGN & DEVELOPMENT ESTIMATE.....\$ 22,560.00

Terms:

- A signed estimate or purchase order is required to begin work.
- A production schedule will be provided three days after a signed estimate. Both client and Redhead must approve schedule before work commences.
- If the client is unable to adhere to the approved production schedule, a new/revised schedule will be outlined, which may cause the end date of a project to change.
- Deposit of 25% due upon acceptance of estimate, additional billings will be made monthly or according to progress made on the project.
- Client alterations and/or additional rounds of edits above what is included in this estimate will be billed at Redhead Design Studio's hourly rates of \$120/hour.
- In the event of a client's cancellation of project, or absence of progress or communication of more than 1 month, we will invoice for work completed to date, including expenses.
- Additional stock photography needed beyond stated budget, will be billed, separately.
- All unfinished work or unused concepts remain property of Redhead Design Studio.
- Client retains rights of reproduction of all completed concepts and/or finished creative products.
- Redhead Design Studio reserves the right to use all work for our own promotional materials.
- Invoices due Net 30.
- Payments made with a credit card will include a 4% surcharge.

Assumptions:

- Client to provide all logos or necessary artwork as vector-based or high-resolution digital format (.tif or .eps preferred).
- Client is responsible for all proofreading, including confirming spelling of proper names and contact information (addresses, web sites, phone numbers, technical specifications, etc.).
- Client to provide necessary background material and final copy in digital format (such as MS Word document).
- Copy/content and rounds of edits from the client shall be provided in aggregate. Providing copy/content and/or edits piecemeal may result in additional project management charges.
- Proofreading services can be estimated at your request.
- Copywriting services can be estimated at your request.

I accept this estimate and authorize Redhead Design Studio to begin work.

Client Signature

PSC Number

Date

References

Sara Gold

Director, Michigan No Kid Hungry

United Way for Southeastern

Michigan

660 Woodward Ave #300

Detroit, MI 48226

(p) 313.415.2919

“Redhead Design Studio has gone above and beyond to meet our needs. They are flexible, accommodating and have become more than just a design firm; they are partners in our work. The brand that they created for us has energized the summer meals program in Michigan and has helped us increase participation. That brand, Meet Up and Eat Up, has captured national attention as a best practice in marketing and messaging! We look forward to continuing to partner with Redhead on future projects.”

Danelle Smith

Prosperity Coalition Coordinator

Michigan League for Public Policy

Lansing, MI

(p) 517-487-5436

“The Redhead team made the perfect partners for our branding and design efforts. They went beyond our expectations in offering us personalized attention, creative ideas and well-designed materials. Redhead is sophisticated, savvy and fun to work with.”

Rick Pluta

Managing Editor/State Capitol

Bureau Chief

Michigan Public Radio Network

283 Communication Arts Building

Michigan State University

East Lansing, MI 48824-1212

(p) 517.432.3120 ext. 380

“We needed an infographic to explain a complicated news story about type and font size. I went to the smartest people I know in the area of type. Redhead came up with a graphic that quickly and simply explained what the controversy. I chatted with the Reds, and then it just got done—they asked a bunch of questions and came back with something just magnificent. Our stations used the graphic on their websites. It was a quality piece of work—not just what I was looking for—better.”

James M. Lucas Ph.D.

Assistant Dean

Office of Undergraduate Education

Michigan State University

(p) 517-355-0170

“I’ve worked with the Redheads for many years. They really seem to capture the essence of their clients. Redhead takes the time to research and understand my needs, and they devise solutions beyond my expectations: highly creative designs, innovative technology, and a real understanding of their clients and community. They have become like part of our staff.”

In Conclusion

Our goal as a company is to work as a partner with our clients. We want to understand your business model, your goals, how you need to grow. We enjoy clients who are good people, have missions we can believe in, and take pride in their contribution to society. We produce great work in all mediums—from print, to web, to radio, and beyond—and work to form lasting relationships with our clients. Our goal is a true partnership.

Thank you for taking the time to review this proposal, and for considering Redhead Design Studio for your communication and design needs over the next year. We are very enthusiastic about the prospect of working with you! We hope you'll choose Redhead as your partner, and we promise that we will give you the service, professionalism and creativity you deserve.

Allie Muchmore
Client Relations & Social Media Director
allie@virtualredhead.com

Jennifer Estill
Co-Owner | Creative Strategist
jennifer@virtualredhead.com

Amy Moore
Co-Owner | Creative Strategist
amy@virtualredhead.com



CITY OF WYOMING

P.O. BOX 905
1155 - 28TH STREET SW
WYOMING, MICHIGAN 49509-0905

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Contractor hereby agrees to abide by the following requirements for affirmative action with respect to the work to be performed under this Contract.

- 1. Contractor shall not discriminate against any employee or applicant for employment because of color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
2. In soliciting or advertising for employees placed by or on behalf of Contractor, Contractor shall state that all qualified applicants will receive consideration for employment without regard to color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. For this purpose it shall suffice to place the words "An Equal Opportunity Employer" in the advertisement and a predominant place at the office of said Contractor.
3. Contractor shall send notice of the City's policy regarding equal employment to each labor union or representative of workers with which Contractor has any agreement, contract or other understanding.
4. Contractor shall furnish information and reports as requested by the City in accordance with this policy. Contractor shall provide access to his/her employment books, records and account to any duly authorized representative of the City in order to allow such representative to assert whether or not this policy is being complied with by Contractor.
5. Contractor shall post this policy in conspicuous places so as to be available to all employees and applicants for employment.
6. In the event the City determines that the Contractor has failed to abide by the terms stated in this policy, the City may, at its option, withhold payments until full compliance by the requirements of this policy are compiled by the Contractor or may choose to terminate the Contract. The City may further choose to bar said Contractor from further contracts until such time as compliance with the requirements contained herein is achieved.

CONTRACTOR

[Handwritten Signature]
Signature (Required)

ORIGINAL



CITY OF WYOMING
INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, employees and all parties involved, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, employees, subcontractors, licensees, invitees, and all parties involved.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, subcontractors, licensees, invitees and all parties involved, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, employees, subcontractors, licensees, invitees, and all parties involved associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

Redhead Design Studio

Client Relations + Social Media

COMPANY NAME

TITLE

[Handwritten Signature]

1/8/15

SIGNATURE

DATE



ORIGINAL

REQUEST FOR QUALIFICATIONS FORM

RFQ to be received by the:

City of Wyoming Purchasing Department
Wyoming City Hall
1155 - 28th Street SW / P.O. Box 905
Wyoming, MI 49509-0905

RFQ shall be clearly labeled: **Website Redesign Development Service & Maintenance System RFQ**

Due: 11:00 A.M.; October 28, 2014

Terms: Website Re-Development

Company: Redhead Design Studio

Address: 1135 N. Washington

City: Lansing State MI Zip Code: 48906

Authorized By (Please Print): Alexandra Muchmore Authorized Signature (Required): [Signature]

Date: 1/8/15 Phone: 517-853-3681 Cell Phone: _____

Email: allie@virtualredhead.com Web Site: virtualredhead.com

Proposer certifies it is a: Proprietorship Partnership Corporation

Are you, or the business owner related to any elected official or employee of the City of Wyoming? Yes No

Is the bidder a Woman Owned Company? Yes No

Is the bidder a Minority Owned Company? Yes No

Is the bidder a Section 3 Certified Contractor? Yes No

ORIGINAL

AGREEMENT
FOR WEBSITE REDESIGN

This Agreement made this day of 2015, between the City of Wyoming, a Michigan Municipal Corporation, of 1155 – 28th St. S.W., Wyoming, MI 49509 (hereinafter “City”) and Redhead Design Studio of 1135 North Washington, Lansing, Michigan 48906 (hereinafter “Contractor”) under the following terms:

1. The City agrees to employ Contractor to provide services for website redesign for the City under the terms and conditions provided in the City bid documents referred to herein and the Proposal for Services dated October 28, 2014 (Exhibit A).

2. The following documents are hereby incorporated by reference and made a part of this Agreement:

- A. Notice to Bidders
- B. Request for Qualifications and related forms
- C. Proposal for Services dated October 28, 2014.
- D. City of Wyoming Equal Employment Opportunity Statement
- E. Indemnification Agreement

3. At all times during the term of this Agreement, Contractor shall be considered an independent contractor and no officer, agent or employee of Contractor shall be considered an employee of the City.

4. This Agreement and the documents incorporated by reference shall contain the entire agreement between the parties and may be modified only in writing executed by each party.

5. Any notices required pursuant to the terms of this Agreement shall be provided in writing to the respective addresses of the parties by first class mail, facsimile or electronically. No oral agreement or understanding shall be considered a part of this Agreement.

6. Failure of either party at any time to enforce any provision of this Agreement or the documents incorporated shall not be considered a waiver and shall not prohibit either party from enforcing any provision of this Agreement.

CITY OF WYOMING

Dated: _____

By: _____
Jack A. Poll, Mayor

By: _____
Kelli Vandenberg, Clerk

REDHEAD DESIGN STUDIO

Dated: _____

By: _____

APPROVED:



Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE ACCEPTANCE OF A PROPOSAL
FOR PRESORT & RELATED SERVICES

WHEREAS:

1. As detailed in the attached Staff Report, proposals were received for Presort & Related Services.
2. It is recommended the City accept the low proposal received from Presort Services, Inc. (dba Extend Your Reach).
3. Funds for presort & related services are available in various City departmental accounts with the appropriate account being charged at the time of requisition.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the proposal for presort & related services from Presort Services, Inc. though February 16, 2018.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 16, 2015.

ATTACHMENTS:

Staff Report
Tabulation Sheet

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: February 4, 2015
Subject: Presort & Related Services Proposal
From: Laura Jackson, Purchasing Department
Meeting Date: February 16, 2015

RECOMMENDATION:

On Tuesday, February 3, 2015, two responses were received in answer to our invitation to submit a 3-year proposal for presort and related services. Thirty-six invitations to bid were sent to prospective bidders and the results are as shown on the attached tabulation sheet. It is recommended City Council accept the bid as submitted by Presort Services, Inc. (d/b/a Extend Your Reach).

SUSTAINABILITY CRITERIA:

Environmental Quality - Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength –The City no longer has an in-house Print Shop that in the past metered mail and delivered the mail to the Post Office. Eliminating the Print Shop also eliminated postage meter repair, maintenance and supplies, and thus reduces the overall cost of outgoing mail.

The outgoing mail is metered by the presort company at a discounted rate, and only in the event the United States Post Office increases their rate the presort company will be allowed to change their rate. As per the specifications, the discounted rate for a standard letter size envelope is currently .403 and will increase to .435 in March due to a Post Office increase.

DISCUSSION:

The request for proposal for presort services includes picking up the City's mail on a daily basis, weighing, metering, presorting the mail and delivery of the mail to the United States Post Office. The proposal also includes larger projects that are required throughout the year from various City departments such as tax bills, utility bills, Parks & Recreation Brochures, personal property statements, Water Quality Reports, voter applications and absentee ballots. Data processing, addressing, inserting and various other services are also available.

BUDGET IMPACT:

It is estimated the annual expenditure for presort and related services will total approximately \$14,000.00. Sufficient money is available in various City departmental accounts with the appropriate account being charged at the time of requisition.

Attachment: Tabulation Sheet

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

On Presort Services Proposal

Opened By City Clerk On February 3, 2015 At 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm for through completion.

	PRESORT SERVICES (d/b/a Extend Your Reach)					Kent Communications				
	Unit of Measure	Bid Pricing			Turn Around Time	Unit of Measure	Bid Pricing			Turn Around Time
		1st Year	2nd Year	3rd Year			1st Year	2nd Year	3rd Year	
DATA PROCESSING										
File Conversion	Each	\$ 20.00	\$ 20.00	\$ 20.00	1 Day or Less	Per File	\$ 20.00	\$ 20.00	\$ 20.00	24 Hours
National Change of Address	Per Thousand	No Charge	No Charge	No Charge		Per Thousand	\$ 1.00	\$ 1.00	\$ 1.00	24 Hours
Address Standardization, Zip Code Correction, Barcode Generation, Carrier route/Zip + 4 Coding	Per Thousand	\$ 1.00	\$ 1.00	\$ 1.00	1 Day or Less	Per Thousand	\$ 1.00	\$ 1.00	\$ 1.00	24 Hours
Cass & Sort (PAVE Certified)	Per Thousand	\$ 1.00	\$ 1.00	\$ 1.00	1 Day or Less	Per Thousand	\$ 1.00	\$ 1.00	\$ 1.00	24 Hours
Merge/Purge	Per Thousand	No Charge	No Charge	No Charge	1 Day or Less	Per Thousand	\$ 1.00	\$ 1.00	\$ 1.00	24 Hours
Data Entry – Per Line	Each	\$ 0.10	\$ 0.10	\$ 0.10	1 to 3 Days	Per Each	\$ 0.10	\$ 0.10	\$ 0.10	1-3 Days
Laser Printing-Sheet Fed–One Sided (8.5 x 11)	Per Thousand	\$ 30.00	\$ 30.00	\$ 30.00	1 to 3 Days	Per Thousand	\$ 30.00	\$ 30.00	\$ 30.00	1-3 Days
ADDRESSING										
Ink-Jet Printing w/Sort	Per Thousand	\$ 18.00	\$ 18.00	\$ 18.00	1 to 3 Days	Per Thousand	\$ 18.00	\$ 18.00	\$ 18.00	1-3 Days
Cheshire Labeling	Per Thousand	\$ 30.00	\$ 30.00	\$ 30.00	1 to 3 Days	Per Thousand	\$ 30.00	\$ 30.00	\$ 30.00	1-3 Days
INSERTING										
Machine Inserting (Up to 6 x 9 Envelope)	Per Thousand	\$ 15.00	\$ 15.00	\$ 15.00	1 to 3 Days	Per Thousand	\$ 14.00	\$ 14.00	\$ 14.00	1-3 Days
Machine Match Inserting (Per Match – In addition to Inserting Cost)	Per Thousand	\$ 7.00	\$ 7.00	\$ 7.00	1 to 3 Days	Per Thousand	\$ 7.00	\$ 7.00	\$ 7.00	1-3 Days
PRESORTING SERVICES										
MLOCR Processing (Commingling and Barcoding of 1st Class and/or Standard)	Per Thousand	No Charge	No Charge	No Charge	Same Day	Per Thousand	No Charge	No Charge	No Charge	Same Day
Reject Processing	Per Thousand	No Charge	No Charge	No Charge	Same Day	Per Thousand	No Charge	No Charge	No Charge	Same Day
FASTforward and Mail Processing (Per Hit) (USPS Address Change Processing)		No Charge	No Charge	No Charge	Same Day	Per Thousand	No Charge	No Charge	No Charge	Same Day
Weight & Meter	Per Thousand	\$ 20.00	\$ 20.00	\$ 20.00	Same Day	Per Thousand	\$ 20.00	\$ 20.00	\$ 20.00	Same Day
OTHER SERVICES										
Machine Folding (V, C Z, or Legal V)	Per Thousand	\$ 8.00	\$ 8.00	\$ 8.00	1 to 3 Days	Per Thousand	\$ 8.00	\$ 8.00	\$ 8.00	1-3 Days
Machine Tabbing (1st Position – White Tab)	Per Thousand	\$ 6.50	\$ 6.50	\$ 6.50	1 to 3 Days	Per Thousand	\$ 6.50	\$ 6.50	\$ 6.50	1-3 Days
2 nd Position – White Tab	Per Thousand	\$ 3.00	\$ 3.00	\$ 3.00	1 to 3 Days	Per Thousand	\$ 3.00	\$ 3.00	\$ 3.00	1-3 Days
Stamping (Via Machine)	Per Thousand	\$ 12.00	\$ 12.00	\$ 12.00	1 to 3 Days	Per Thousand	\$ 12.00	\$ 12.00	\$ 12.00	1-3 Days
Collating	Per Thousand	Quote Per Project	Quote Per Project	Quote Per Project	1 to 3 Days	Per Thousand	Per Job	Per Job	Per Job	Per Job
Specialty Hand Work	Per Thousand	Quote Per Project	Quote Per Project	Quote Per Project	1 to 3 Days	Per Thousand	Per Job	Per Job	Per Job	Per Job
Mailing List Rental	Per Thousand	\$6.00 - \$150.00	\$6.00 to \$150.00	\$6.00 to \$150.00	1 to 3 Days	Per Thousand	\$6.00 - \$150.00	\$6.00-\$150.00	\$6.00-\$150.00	Next Day
International Shipping	Per Piece	Actual Postage	Actual Postage	Actual Postage	Same Day	Per Piece	Actual Postage	Actual Postage	Actual Postage	Same Day
Delivery Into Canadian Postal Service	Per Piece	Actual Postage	Actual Postage	Actual Postage	Same Day	Per Piece	Actual Postage	Actual Postage	Actual Postage	Same Day
Delivery to USPS (Grand Rapids or Wyoming)	Per Delivery	No Charge	No Charge	No Charge	Same Day	Per Delivery	No Charge	No Charge	No Charge	Same Day
Daily pick-up of mail (including metered, not metered and some stamped) on all days the City of Wyoming City offices are open for business. (Pick up shall be at no charge and shall be between 3:30 p.m. and 4:00 p.m. daily.)					YES					Yes (4:30-5:00 PM)
Additional Information Provided										
	Enhanced Reader Services				No Charge	Pre-Press Solutions (Typesetting, graphic Design, Branding,				\$125.00/hour
	Drop-Shipment Analysis				No Charge	Offset Printing				Per Project
	Multi-Facility Scheduling				No Charge	Digital Solutions (Label Printing, Hi-Speed Black & White Printing,				Per Project
	Commingling Volume (Meter mail discounted at Mixed AADC rate)				No Charge	Campaign Management (Internal & External Customer Stores,				Per Project
	Copy Service (Black & White or Color)				Quote Per Project	Direct Mailing (Full Service Mail-House, Fugitive Gluing, Inkjet				
	Offset and Digital Printing				Quote Per Project	Addressing, Envelope Insertion, Daily 1st Class Auto. Mail Sorting)				
	Document Conversion (Convert paper to electronic documents)				Quote Per Project					
	Graphic Design				Quote Per Project					
	Database Hygiene				Quote Per Project					
	Mail Tracking				Quote Per Project					
	Electronic Doc. (bill/statement/tax doc) deliver w/online payments				Quote Per Project					
	Full-service print & mail for utility bills, tax doc. and other items				Quote Per Project					

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF PANASONIC TOUGHBOOKS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize the purchase of ten Panasonic Toughbooks from Advance Wireless Telecom for the Public Safety Department using the Kent County Reverse Auction System in the total amount of \$33,700.00.
2. Funds for the purchase of Toughbooks are available in the General Fund/Information Technology/Capital Outlay Computer Equipment account number 101-258-25800-984017.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the Panasonic Toughbooks from Advance Wireless Telecom using the Kent County Reverse Auction System in the total amount of \$33,700.00.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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 February 16, 2015.

ATTACHMENTS:

Staff Report

Kent County Reverse Auction Email

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: January 27, 2015

SUBJECT: Utilities - WTP / Cisco Equipment - RA2301
Department of Public Safety / Toughbook's - RA2086

FROM: Gail Jacobs, Director of Information Technology

MEETING DATE: February 9, 2015

Recommendation:

It is recommended that the City Council authorize payment to Netech Corporation for the purchase of Cisco equipment. This equipment will replace aging switches and routers, position us for future communications upgrades, provide for needed expansion, and provide spare equipment for coverage in the event of a hardware failure. It is also recommended that the City Council authorize payment to Advanced Wireless Telecom for the purchase of (10) Panasonic Toughbook's. The Toughbook's will replace equipment that has been utilized in Public Safety vehicles for approximately five years.

Sustainability Criteria:

Environmental Quality - Approval of these purchases does not significantly impact environmental quality.

Social Equity - Information Technology staff continues efforts toward expanding and upgrading equipment, which is consistent with our goal of maintaining our IT infrastructure to support technology solutions, facilitate interoperability and connectivity, and support technologies/processes that increase service to our employees and/or citizens.

Economic Strength - Today's information networks are exposed to an increasing demand for uptime, speed, and reliability. The core of any computer network consists of routers and switches, which are the 'traffic cops' of the network, managing all the information that travels on the City of Wyoming information network. As with any technology, this equipment will age, become unreliable, and require updating. Information Technology staff are encouraged to implement a strategy of proactive updating of network equipment to minimize and prevent outages of the information networks to City employees and/or citizens looking for services.

Discussion:

There is no 'industry standard' per se regarding a replacement schedule, but most organizations who have developed a replacement policy have decided on a three-to-four year schedule. The three main reasons for computer equipment replacement are cost, productivity and maintenance. We have been stretching our equipment to a four-to-five year schedule and even longer in some instances. These replacements should ensure that our hardware keeps up with the latest enhancements to various software/technologies being used.

The Cisco equipment includes routers and switches for the Water Treatment Plant at various wholesale customer SCADA sites. The Panasonic Toughbook's will replace aging Public Safety vehicle equipment, which will assist Officers in performing required assignments more effectively.

Kent County sent our bid out to whoever is registered as a potential bidder and advertised it on the County website. Four bids were received from three vendors registered to participate on the Cisco equipment Reverse Auction at a maximum price of \$28,950. Netech provided the low bid at \$24,525 and is pending the award. The actual amount being requested is reduced to \$20,335, because the items specific to the CWP were removed due to a change in project scope.

Due to Panasonic's certification requirements, we were advised by Kent County to purchase these items off of the State contract. In obtaining the State contract quote, we realized the cost of \$3,552 was higher than awarded last year to Advanced Wireless Telecom. Advanced Wireless Telecom had provided a low bid of \$3,370 for the Panasonic Toughbook last year and advised they would extend that pricing to the City of Wyoming again this year.

Budget Impact:

Funding (\$20,335) for the purchase of the Cisco equipment through Netch Corporation is budgeted and available in the Water Fund/Water Utility/Capital Outlay Computer Equipment account #591-591-57300-984.017.

Funding (\$33,700) for the purchase of the Panasonic Toughbook's is budgeted and available in the General Fund/Information Technology/Capital Outlay Computer Equipment account #101-258-25800-984.017.

End of Report

Brinks, Calvin

From: purchasing@kentcountymi.gov
Sent: Thursday, March 27, 2014 7:00 AM
To: Purchasing; beth@webtecsinc.com
Subject: ifbt RA2086

RA2086 closed yesterday at 10:41 AM.

Bid summary results:

Awarded Vendor	User ID	Date/Time Submitted	Amount	Unit	
Stele Infotech	2086W3V	03/26/2014 10:35 AM	\$3,365.00	Each	* Not a Panasonic Certified Dealer
Advanced Wireless Telecom	20865NX	03/26/2014 10:34 AM	\$3,370.00	Each	
Stele Infotech	2086W3V	03/26/2014 10:33 AM	\$3,374.00	Each	
Advanced Wireless Telecom	20865NX	03/26/2014 10:32 AM	\$3,380.00	Each	

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF CISCO EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize the purchase of Cisco equipment from Netech for the Water Treatment Plant using the Kent County Reverse Auction System in the total amount of \$20,334.55.
2. Funds for the purchase of Cisco equipment are available in the Water Fund/Water Utility/Capital Outlay Computer Equipment account number 591-591-57300-984017.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the Cisco equipment from Netech using the Kent County Reverse Auction System in the total amount of \$20,334.55.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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 February 16, 2015.

ATTACHMENTS:

Staff Report

Netech Bid

Kent County Reverse Auction Email

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: January 27, 2015

SUBJECT: Utilities - WTP / Cisco Equipment - RA2301
Department of Public Safety / Toughbook's - RA2086

FROM: Gail Jacobs, Director of Information Technology

MEETING DATE: February 9, 2015

Recommendation:

It is recommended that the City Council authorize payment to Netech Corporation for the purchase of Cisco equipment. This equipment will replace aging switches and routers, position us for future communications upgrades, provide for needed expansion, and provide spare equipment for coverage in the event of a hardware failure. It is also recommended that the City Council authorize payment to Advanced Wireless Telecom for the purchase of (10) Panasonic Toughbook's. The Toughbook's will replace equipment that has been utilized in Public Safety vehicles for approximately five years.

Sustainability Criteria:

Environmental Quality - Approval of these purchases does not significantly impact environmental quality.

Social Equity - Information Technology staff continues efforts toward expanding and upgrading equipment, which is consistent with our goal of maintaining our IT infrastructure to support technology solutions, facilitate interoperability and connectivity, and support technologies/processes that increase service to our employees and/or citizens.

Economic Strength - Today's information networks are exposed to an increasing demand for uptime, speed, and reliability. The core of any computer network consists of routers and switches, which are the 'traffic cops' of the network, managing all the information that travels on the City of Wyoming information network. As with any technology, this equipment will age, become unreliable, and require updating. Information Technology staff are encouraged to implement a strategy of proactive updating of network equipment to minimize and prevent outages of the information networks to City employees and/or citizens looking for services.

Discussion:

There is no 'industry standard' per se regarding a replacement schedule, but most organizations who have developed a replacement policy have decided on a three-to-four year schedule. The three main reasons for computer equipment replacement are cost, productivity and maintenance. We have been stretching our equipment to a four-to-five year schedule and even longer in some instances. These replacements should ensure that our hardware keeps up with the latest enhancements to various software/technologies being used.

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Budget Impact:

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Funding (\$33,700) for the purchase of the Panasonic Toughbook's is budgeted and available in the General Fund/Information Technology/Capital Outlay Computer Equipment account #101-258-25800-984.017.

End of Report



netech

YOUR NETWORK, ANYWHERE

City of Wyoming Reverse Auction

007435 Version 2
1/23/2015

Submitted by:

Max Wolfgang
616-871-1560 (office)
mwolfgang@netechcorp.com

Kathy Overbeck
724-720-1904 (office)
koverbeck@netechcorp.com

Part Number	Description	Qty	Price	Ext. Price
Products				
CISCO1921/K9	C1921 Modular Router 2 GE 2 EHWIC slots 512DRAM IP Base	2	\$561.65	\$1,123.30
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	2	\$0.00	\$0.00
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	2	\$0.00	\$0.00
HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	2	\$0.00	\$0.00
SL-19-IPB-K9	IP Base License for Cisco 1900	2	\$0.00	\$0.00
S190UK9-15501T	Cisco 1900 IOS UNIVERSAL	2	\$0.00	\$0.00
HWIC-1B-U	1-Port ISDN BRI U High-Speed WAN Interface Card	2	\$329.00	\$658.00
WS-C3850-48T-S	Cisco Catalyst 3850 48 Port Data IP Base	1	\$5,405.00	\$5,405.00
CAB-TA-NA	North America AC Type A Power Cable	1	\$0.00	\$0.00
S3850UK9-37E	CAT3850 Universal k9 image	1	\$0.00	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$0.00	\$0.00
CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	1	\$0.00	\$0.00
PWR-C1-350WAC	350W AC Config 1 Power Supply	1	\$0.00	\$0.00
WS-C3850-12S-S	Cisco Catalyst 3850 12 Port GE SFP IP Base	1	\$4,700.00	\$4,700.00
CAB-TA-NA	North America AC Type A Power Cable	1	\$0.00	\$0.00
S3850UK9-33SE	CAT3850 Universal k9 image	1	\$0.00	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$0.00	\$0.00
CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	1	\$0.00	\$0.00
PWR-C1-350WAC	350W AC Config 1 Power Supply	1	\$0.00	\$0.00
WS-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W 4 x 1G SFP LAN Base	1	\$3,099.65	\$3,099.65
CAB-16AWG-AC	AC Power cord 16AWG	1	\$0.00	\$0.00
SFP-10G-LR=	10GBASE-LR SFP Module	2	\$1,877.65	\$3,755.30
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	2	\$467.65	\$935.30
HWIC-1DSU-T1=	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1	\$470.00	\$470.00
CAB-STACK-1M=	Cisco StackWise 1M Stacking Cable	2	\$94.00	\$188.00

Products Subtotal: **\$20,334.55**

Reverse Auction

Prepared by:

Netech
Max Wolfgang
616-871-1560
Fax
mwolfgang@netechcorp.com

Inside Sales Rep
Kathy Overbeck
724-720-1904
koverbeck@netechcorp.com

Prepared for:

City of Wyoming
1155 28th St. SW
Wyoming, MI 49509
Pat Firestone
firestonep@wyomingmi.gov

Information:

Ref ID: 007435
Version: 2
Delivery Date: 01/23/2015
Expiration Date: 03/20/2015

Summary

Description	Amount
Products	\$20,334.55

Total: **\$20,334.55**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Product will be invoiced when delivered.

Signature

Date

Brubaker, Rachel

From: purchasing@kentcountymi.gov
Sent: Thursday, January 22, 2015 7:00 AM
To: Purchasing; beth@webtecsinc.com
Subject: ifbt RA2301

RA2301 closed yesterday at 10:08 AM.

Bid summary results:

Awarded Vendor	User ID	Date/Time Submitted	Amount	Unit
Netch Corporation	2301Ay6	01/21/2015 10:04 AM	\$24,525.20	Lot
Southern Computer Warehouse, Inc.	2301xFw	01/21/2015 08:46 AM	\$24,535.92	Lot
MJK Net Inc.	23013cK	01/16/2015 05:03 PM	\$28,750.00	Lot
MJK Net Inc.	23013cK	01/16/2015 03:39 PM	\$28,950.00	Lot

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

1. Formal bids have been obtained on the below listed item.
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 item as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidders	Cost
Gasoline & Diesel Fuel	J&H Oil Company	Bid prices as shown on the attached tabulation sheet

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 February 16, 2015.

ATTACHMENTS:
Staff Report
Tabulation Sheet

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

DATE: February 5, 2015
SUBJECT: Bid for Gasoline and Diesel Fuel
FROM: Ted Seil, Fleet Service Supervisor
DATE OF MEETING: February 16, 2015

RECOMMENDATION

It is recommended that the City Council award the bid to the lowest bidder, J&H Oil Company, for Gasoline and Diesel Fuel through August 31, 2016.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public health and welfare. In order to protect the environment and the public, standby generators need fuel to operate.

Social Equity

Wyoming provides the same high quality service to all residents without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of Wyoming's fleet of vehicles and equipment.

Economic Strength

Wyoming uses its fleet of vehicles and equipment to deliver safe and reliable services to the businesses and residents of the City.

Discussion

Wyoming operates a fleet of 290 vehicles and equipment plus 7 standby generators. The vehicles range from mowers to fire trucks. In the event of loss of electrical power, standby generators supply power for City Hall, Public Safety Department, Clean Water Plant, Drinking Water Plant, Gezon and the Public Works Building. In order to operate the aforementioned equipment, Wyoming purchases fuel in bulk.

The City requested bids for gasoline and diesel fuel for an 18 month contract. Thirty-one requests for bids were sent out. On February 3, 2015, the City Clerk received two bids. The fuel bid recommendation is based on the Environmental Fee per gallon, Delivery Cost per gallon, Winter Diesel Additive per gallon, Minimum Delivery Requirements, and Delivery Lead Time. J&H Oil Company submitted the lowest bid for an 18 month period ending August 31, 2016.

BUDGET IMPACT

Sufficient funds have been budgeted in accounts 661-441-58200-74100, 590-590-54300-740000, 591-591-55300-740000 and 591-591-55900-740000. The fuel cost is estimated to be \$500,000.00.

Attachments: Tabulation Sheet

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS
On Gasoline & Diesel Fuel
Opened By City Clerk On February 3, 2015 At 11:00 a.m.

Delivery Site & Type of Fuel:	J&H Oil Company	Petroleum Traders Corporation
PUBLIC WORKS BUILDING		
REGULAR UNLEADED GASOLINE		
Environmental Fee/Per Gallon	0.00875	0.00875
Delivery Cost Price/Per Gallon	0.02750	0.05200
Total	0.03625	0.06075
Minimum Delivery Required (in gallons)	No Minimum	8,500
Estimated Annual Requirements (in gallons)	195,000	195,000
Total (Based on Estimated Annual Gallons)	\$7,068.75	\$ 11,846.25
#2 DIESEL FUEL (Winter Additive)		
Winter Diesel Fuel Additive	0.01750	0.02000
Environmental Fee/Per Gallon	0.00875	0.00875
Delivery Cost Price/Per Gallon	0.02750	0.07210
Total	0.05375	0.10085
Minimum Delivery Required (in gallons)	No Minimum	8,500
Estimated Annual Requirements (in gallons)	30,000	30,000
Total (Based on Estimated Annual Gallons)	\$1,612.50	\$ 3,025.50
PREMIUM DIESEL FUEL		
Winter Diesel Fuel Additive	0.01750	0.02000
Environmental Fee/Per Gallon	0.00875	0.00875
Delivery Cost Price/Per Gallon	0.15000	0.29260
Total	0.17625	0.32135
Minimum Delivery Required in Gallons	150	100
Estimated Annual Requirements (in gallons)	300	300
Total (Based on Estimated Annual Gallons)	\$52.88	\$ 96.41
REGULAR UNLEADED GASOLINE		
Environmental Fee/Per Gallon	0.00875	0.00875
Delivery Cost Price/Per Gallon	0.12000	0.29760
Total	0.12875	0.30635
Minimum Delivery Required (in gallons)	150	600
Estimated Annual Requirements (in gallons)	7,000	7,000
Total (Based on Estimated Annual Gallons)	\$19.31	\$ 183.81

PREMIUM DIESEL FUEL		
Winter Diesel Fuel Additive	0.01750	0.02000
Environmental Fee/Per Gallon	0.00875	0.00875
Delivery Cost Price/Per Gallon	0.02750	0.05910
Total	0.05375	0.08785
Minimum Delivery Required (in gallons)	6,500	6,500
Estimated Annual Requirements (in gallons)	20,000	20,000
Total (Based on Estimated Annual Gallons)	\$1,075.00	\$ 1,757.00
#2 DIESEL FUEL		
Winter Diesel Fuel Additive	0.01750	0.02000
Environmental Fee/Per Gallon	0.00875	0.00875
Delivery Cost Price/Per Gallon	0.15000	0.29260
Total	0.17625	0.32135
Minimum Delivery Required (in gallons)	150	75
Estimated Annual Requirements (in gallons)	400	400
Total (Based on Estimated Annual Gallons)	\$70.50	\$ 128.54
CLEAN WATER PLANT		
PREMIUM DIESEL FUEL		
Winter Diesel Fuel Additive	0.01750	0.02000
Environmental Fee/Per Gallon	0.00875	0.00875
Delivery Cost Price/Per Gallon	0.02750	0.07210
Total	0.05375	0.10085
Minimum Delivery Required in Gallons	No Minimum	10,000
Estimated Annual Requirements (in gallons)	8,000	8,000
Total (Based on Estimated Annual Gallons)	\$ 430.00	\$ 806.80
GEZON PUMPING STATION		
PREMIUM DIESEL FUEL		
Winter Diesel Fuel Additive	0.01750	0.02000
Environmental Fee/Per Gallon	0.00875	0.00875
Delivery Cost Price/Per Gallon	0.12000	0.29260
Total	0.14625	0.32135
Minimum Delivery Required in Gallons	150	1,000
Estimated Annual Requirements (in gallons)	2,000	2,000
Total (Based on Estimated Annual Gallons)	\$ 292.50	\$ 642.70
Total	\$ 10,621.44	\$ 18,487.01
Minimum Lead Time to Delivery	12 hours	24 hours

February 9, 2015

Via Electronic Delivery

City of Wyoming
1155 28th Street SW
Wyoming, Michigan 49509-0905

Ladies and Gentlemen:

We are thankful for the opportunity to serve as bond counsel to the City of Wyoming (the “Issuer”), and we look forward to the opportunity to work with you. The purpose of this letter is to set forth certain matters concerning the services we would perform as bond counsel in connection with the issuance of bonds (the “Bonds”) by the Issuer for the purpose of refunding the Issuer’s Sewage Disposal System Revenue Bonds, Series 2005 (the “Refunding”). We understand that the Bonds are expected to be issued in the estimated principal amount of \$35,000,000. We further understand that the Bonds will be sold through a negotiated sale to an underwriter.

SCOPE OF ENGAGEMENT

In our capacity as bond counsel, we expect to perform the following services:

- (1) Meet with representatives of the Issuer and the Issuer’s consultants with respect to the proposed financing.
- (2) Provide legal advice as to the best method for authorizing, issuing, and delivering the Bonds.
- (3) Analyze the Bonds and the Refunding for compliance with the requirements of the Internal Revenue Code and applicable Michigan law.
- (4) Prepare and review documents necessary or appropriate to the authorization, issuance, and delivery of the Bonds, including, without limitation, the ordinance of the governing body of the Issuer authorizing the issuance of the Bonds and the order of the Issuer approving the sale of the Bonds and all necessary closing documents, and coordinating the authorization and execution of such documents.

(5) Assist the Issuer in seeking from other governmental authorities (including, without limitation, the Michigan Department of Treasury) such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any blue sky filings.

(6) Attend such meetings, conferences, and bond closings as may be required.

(7) Prepare or review those portions of the official statement or other disclosure document with respect to the Bonds that describe the legal aspects of the Bonds.

(8) Subject to the completion of proceedings to our satisfaction, deliver our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of the interest on the Bonds from gross income for federal and Michigan income tax purposes. Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the "Closing").

(9) Prepare the closing transcripts for the Bonds.

Our Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice that is primarily financial in nature, such as advice concerning the financial feasibility of the Refunding or the financing, recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Specifically, among other things, our duties under this letter do not include: (a) handling litigation that may arise with respect to the Bonds; (b) preparing requests for tax rulings from the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (c) preparing blue sky or investment surveys with respect to the Bonds; (d) making an investigation

or expressing any view as to the creditworthiness of the Issuer or the Bonds; (e) except as described in paragraph (7) above, assisting in the preparation or review of any official statement or other disclosure document with respect to the Bonds or performing an independent investigation to determine the accuracy, completeness, or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (f) after the Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure compliance by the Issuer with any continuing disclosure undertaking; (g) advice on post-closing tax issues (*e.g.*, our engagement does not include rebate calculations for the Bonds); and (h) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

FEES

We propose that our fee for performing the services set forth above shall be payable upon the delivery of the Bonds and shall be in an amount \$57,000, which includes our out-of-pocket disbursements for expenses incurred in performing the foregoing services. Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to modify our fee if such facts or expectations significantly change or if the financing experiences any significant delays.

If for any reason the financing represented by the Bonds is not consummated, we will not invoice the Issuer for our fee hereunder, but we will expect to be reimbursed for any client charges and out-of-pocket expenses we have incurred.

In addition, if the Issuer requests us to perform additional services beyond those set forth in paragraphs (1) to (9) above, we propose that such work be charged at hourly rates to be agreed upon by the Issuer and the Firm.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bonds. Nevertheless, subsequent to the Closing, we will mail the Internal Revenue Service Form 8038-G, make the required filing with

City of Wyoming
February 9, 2015
Page 4

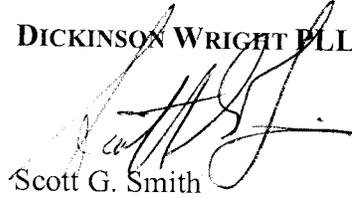
DICKINSON WRIGHT PLLC

the Michigan Department of Treasury, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

If our employment on this basis is agreeable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

DICKINSON WRIGHT PLLC


Scott G. Smith

ACCEPTED:

CITY OF WYOMING

By: _____

Its: _____

Date: _____, 2015

RAS/jlm
Enclosure

GRAPIDS 57721.19 350836.1

February 9, 2015

Mr. Curtis Holt
City Manager
City of Wyoming
1155 28th Street, SW
Wyoming, Michigan 49509

Re: Financial Advisory Services Agreement

Dear Mr. Holt,

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as financial advisor to the City of Wyoming, Michigan (the “City”), with respect to the proposed issuance of the not to exceed \$38,000,000 Sewage Disposal System Revenue Refunding Bonds (the “Bonds”). This Agreement will establish the terms and conditions under which Baird will provide financial advisory services to the City in connection with the proposed issuance of the Bonds.

1. Financial Advisory Services to be Provided by Baird. The City hereby engages Baird to serve as financial advisor with respect to the Bonds, and in such capacity Baird agrees to provide advice as to the structure, timing, terms and other matters regarding the Bonds, including the following services, if and as requested by the City:

- Advise the City as to the methods and types of financing that are available and appropriate to the City for the proposed Bonds
- Advise the City as to strategies for obtaining the financing
- Review financial and other information regarding the City and the Bonds
- Assist in the preparation of the submission and presentation of applications to any state or federal regulatory agency as may be required in order to obtain any order or other actions of such agencies necessary to the issuance and sale of the proposed Bonds
- Assist in the preparation and/or review and distribution of documents pertaining to the Bonds, including, if applicable, the official statement and/or bid package
- Consult and meet with representatives of the City and others involved with the Bonds
- Consult with Bond Counsel and the City in connection with the preparation of any necessary ordinances or resolutions and official statements
- Respond to questions and requests from potential investors and other possible financing sources
- If applicable, assist in the selection of one or more underwriters for the Bonds
- If applicable, arrange and facilitate visits to, and prepare materials for, credit ratings agencies and insurers
- Advise and consult with the City in selecting an appropriate date of sale for the proposed Bonds, giving particular consideration to the calendar of offerings in order to minimize the conflict or competition with similar offerings
- Advise the City as to acceptability of the interest rates and underwriting spread received at the sale of the proposed Bonds
- Prepare a closing memorandum or settlement statement for, and otherwise assist with, the closing of the Bonds
- Such other usual and customary financial advisory services as may be requested by the City

Under MSRB Rule G-23, Baird will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of the Bonds. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board. As financial advisor to the City in connection with the proposed Bonds, Baird will have fiduciary duties, including a duty of care and a duty of loyalty. Baird is required to act in the City's best interests without regard to its own financial and other interests.

2. Fees and Expenses. For its financial advisory services, Baird shall be entitled to a fee (the "Financial Advisory Fee") to be paid by the City equal to \$44,900 plus \$4,000 for the printing and mailing of the preliminary and final official statements and \$400 for the Municipal Advisory Council Fee. Our fee provides for all ordinary travel and out-of-pocket expenses. The City shall be responsible for paying all other costs of issuance, including without limitation, bond counsel, underwriter, underwriter's counsel (if any) and ratings agency fees and expenses, and all other expenses incident to the performance of the City's obligations under the proposed offering.

3. Term and Termination. The term of this engagement shall extend from the date of this Agreement to the closing of the Bonds. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party.

4. Limitation of Liability. The City agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the City for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

5. Conflicts. Baird is a full service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the City, certain City officials or employees, and potential purchasers of the Bonds for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird has previously served as underwriter, placement agent or financial advisor on other bond offerings and financings for the City and expects to serve in such capacities in the future. Baird may also be engaged from time to time by the City to manage investments for the City (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the City (including the Bonds). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the City (including the Bonds).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Bonds and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such investment and trading activities may involve or relate to the Bonds or other assets, securities and/or instruments of the City and/or persons and entities with relationships with the City.

6. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with the Financing and the confidence you have placed in us.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: 

Managing Director

Accepted this ___ day of February, 2015

CITY OF WYOMING, MICHIGAN

By: _____

Curtis Holt
City Manager

CITY OF WYOMING
(Kent County, Michigan)

Ordinance No. 1-15

Council member _____, supported by Council member _____,
moved adoption of the following Ordinance:

AN ORDINANCE AMENDING AND SUPPLEMENTING CITY ORDINANCES; TO AUTHORIZE THE ISSUANCE AND SALE OF SEWAGE DISPOSAL SYSTEM REVENUE REFUNDING BONDS; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES TO PAY COSTS OF OPERATING AND MAINTAINING THE SEWAGE DISPOSAL SYSTEM; TO PROVIDE A RESERVE FUND FOR THE REFUNDING BONDS AND OTHER OUTSTANDING SEWAGE DISPOSAL SYSTEM BONDS; TO PROVIDE FOR SEGREGATING AND DISTRIBUTING CERTAIN SEWAGE DISPOSAL SYSTEM REVENUES; TO PROVIDE FOR RIGHTS OF THE HOLDERS OF THE REFUNDING BONDS AND OUTSTANDING SEWAGE DISPOSAL SYSTEM BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATIVE TO THE REFUNDING BONDS AND OUTSTANDING SEWAGE DISPOSAL SYSTEM BONDS.

THE CITY OF WYOMING ORDAINS:

Section 1. Definitions. Except when the context clearly indicates otherwise, the following definitions shall apply to terms used in this ordinance. Terms not defined in this section shall have the definitions provided by the Prior Ordinances (defined below).

- (a) “Act 94” means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) “Additional Bonds” means additional Bonds of equal standing with the Bonds as authorized by the Prior Ordinances.
- (c) “Authorized Officer” means the City Manager or the Deputy City Manager of the City or either one of them acting alone.
- (d) “Bondholder” or “Bondholders” means the holder or holders of the Bonds.
- (e) “Bonds” as defined or used in Chapter 31 and the Prior Ordinances shall include the Series 2015 Bonds, the Prior Bonds, and any Additional Bonds of equal standing hereafter issued.
- (f) “Bond Purchase Agreement” means the Bond Purchase Agreement for the purchase of the Series 2015 Bonds between the City and the Underwriter.
- (g) “Bonds to be Refunded” means such of the Series 2005 Bonds as the Authorized Officer determines to refund.

(h) “City” means the City of Wyoming, Kent County, Michigan.

(i) “Code” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(j) “Escrow Agreement” means an Escrow Agreement which may be executed between the City and an Escrow Trustee providing for deposit of the proceeds of the Bonds with the Escrow Trustee for the purpose of investment and administration.

(k) “Escrow Fund” means the Escrow Fund established pursuant to the Escrow Agreement for the purpose of paying principal, interest and redemption premiums, if any, on the Bonds to be Refunded being redeemed.

(l) “Escrow Trustee” means a bank, trust company, or other organization designated by the Authorized Officer, and the Escrow Trustee under the Escrow Agreement, to administer the Escrow Fund pursuant to the terms of the Escrow Agreement.

(m) “Government Obligations” means any bonds or other obligations not callable at the option of the City thereof, which as to principal and interest constitute direct obligations of the United States of America, or obligations the principal of and interest on which is fully guaranteed by the United States of America, including U.S. Treasury Trust Receipts, or any other obligations permitted under the terms of the Escrow Agreement.

(n) “Paying Agent” means the paying agent designated and serving pursuant to section 8 of this ordinance.

(o) “Prior Bonds” means the Series 2005 Bonds that remain outstanding, the Series 2005 Refunding Bonds, the Series 2008 Bonds, the Series 2012 Refunding Bonds, and the Series 2013 Refunding Bonds.

(p) “Prior Ordinances” means City Ordinance Numbers 15-96; 08-05; 14-05; 11-08; 12-11; and 15-13.

(q) “Revenues” and “Net Revenues” mean the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to “Revenues,” the earnings derived from the investment of moneys in the various funds and accounts established by the Prior Ordinances and this Ordinance.

(r) “Sale Order” shall mean an order signed by the Authorized Officer with respect to the Series 2015 Bonds.

(s) “Series 2005 Bonds” means the City’s Sewage Disposal System Revenue Bonds, Series 2005, dated November 1, 2005, authorized by Ordinance No. 14-05.

(t) “Series 2005 Refunding Bonds” means the City’s Sewage Disposal System Revenue Refunding Bonds, Series 2005, dated June 7, 2005, authorized by Ordinance No. 08-05.

(u) “Series 2008 Bonds” means the City’s Sewage Disposal System Revenue Bonds, Series 2008, dated August 7, 2008, authorized by Ordinance No. 11-08.

(v) “Series 2012 Refunding Bonds” means the City’s Sewage Disposal System Revenue Refunding Bonds, Series 2012, dated April 16, 2012, authorized by Ordinance No. 12-11.

(w) “Series 2013 Refunding Bonds,” means the City’s Sewage Disposal System Revenue Refunding Bonds, Series 2013, dated September 17, 2013, authorized by Ordinance No. 15-13.

(x) “Series 2015 Bonds” means the City’s Sewage Disposal System Revenue Refunding Bonds, Series 2015, issued pursuant to this ordinance.

(y) “Sewage Disposal System” or “System” means the entire Sewage Disposal System owned and operated by the City as defined in the Prior Ordinances.

(z) “Underwriter” means the underwriter selected by the Authorized Officer.

Section 2. Necessity, Public Purpose. It is determined to be necessary for the public health, safety, and welfare of the City to refund the Bonds to be Refunded.

Section 3. Issuance of Bonds. Bonds of the City designated Sewage Disposal System Revenue Refunding Bonds, Series 2015, are authorized to be issued in the aggregate principal amount of not to exceed \$38,000,000, as finally determined by the Authorized Officer in the Sale Order, for the purpose of refunding the Bonds to be Refunded as determined by the Authorized Officer and to pay the legal and financial expenses and all other expenses incidental to the issuance of the Series 2015 Bonds. Any remaining costs of the refunding shall be paid from such funds of the System as shall be determined by the Authorized Officer.

Section 4. Period of Usefulness. The estimated remaining period of usefulness of the improvements financed by the Series 2005 Bonds is determined to be in excess of 15 years.

Section 5. Bond Terms. The Series 2015 Bonds shall be issued in fully registered form as to both principal and interest, in denominations of \$5,000 or any whole multiple thereof. The Bonds shall be numbered consecutively in the order of their registration, shall be dated and mature, serially or as term bonds subject to mandatory redemption, in the year and month as determined by the Authorized Officer in the Sale Order. The Series 2015 Bonds shall bear interest at a rate or rates not exceeding 6% per annum, payable semiannually on the dates and at the rates determined by the Authorized Officer in the Sale Order. The Series 2015 Bonds may be offered at a discount or a premium as determined in the Sale Order.

Section 6. Payment of Bonds; Pledge of Net Revenues. Principal of and interest on the Series 2015 Bonds shall be payable in lawful money of the United States to the person appearing on the Series 2015 Bond registration books as the registered owner thereof. Payment of principal of the Series 2015 Bonds shall be made at the principal office of the Paying Agent. Payment of interest on the Series 2015 Bonds shall be paid to the registered owner at the address as it appears on the registration books as of the Determination Date. Initially, the Determination

Date shall be the date as of the 15th day of the month prior to the payment date for each interest payment; however, the Determination Date may be changed by the City to conform to market practice.

The principal of and interest on the Series 2015 Bonds, as Additional Bonds authorized by Prior Ordinances, shall be payable solely from the Net Revenues of the System and the Net Revenues of the System are pledged to the payment of the principal of and interest on the Series 2015 Bonds. To secure the payment of the principal of and interest on the Series 2015 Bonds, there is created a statutory lien to and in favor of the Bondholders upon the Net Revenues of the System. The statutory lien on the Net Revenues securing the Series 2015 Bonds shall be a first lien of equal standing and priority with respect to the lien on the Net Revenues of the System securing such of the Prior Bonds as remain outstanding. The Net Revenues so pledged shall be and remain subject to such lien until the payment in full of the principal of and interest on the Bonds or until the Bonds are defeased.

The Series 2015 Bonds, including both principal and interest thereon, shall not be a general obligation of the City and shall not constitute an indebtedness of the City for the purpose of any debt limitations imposed by any constitutional or statutory provisions.

Section 7. Prior Redemption. The Series 2015 Bonds may be subject to redemption prior to maturity, as a whole or in part, in such order as the City might determine and at the option of the City, on any date, as determined by the Authorized Officer in the Sale Order.

Section 8. Paying Agent and Registration.

(a) Appointment of Paying Agent. From time to time, the Authorized Officer shall designate and appoint a Paying Agent, which may also act as transfer agent and bond registrar. The initial Paying Agent shall be designated by the Authorized Officer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than 60 days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of Series 2015 Bonds.

(b) Book-Entry Only. The Series 2015 Bonds may be issued initially in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the Series 2015 Bonds purchasers. Purchase of the Series 2015 Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in the Series 2015 Bonds purchased. Payment of principal and interest will be made by the Paying Agent to DTC. If the Series 2015 Bonds are no longer held in book-entry-only form, principal shall be payable at the designated office of the Paying Agent.

(c) Registration and Transfer. While Series 2015 Bonds are held in book-entry-only form the Series 2015 Bonds shall be transferred in accordance with the procedures established by DTC. If the book-entry-only system is discontinued, the following

provisions will apply to the Series 2015 Bonds. Registration of the Series 2015 Bonds shall be recorded in the registration books of the City kept by the Paying Agent. Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or the Registered Owner's legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in denominations of \$5,000 or any whole multiple thereof in the same aggregate principal amount as the Bond submitted for transfer. No transfer of Series 2015 Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Series 2015 Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond to the extent of such payment. No Series 2015 Bond shall be transferred less than 15 days prior to an interest payment date nor after the Series 2015 Bond has been called for redemption. If the Bonds are held in book-entry-only form, then the transfer agent shall act as paying agent only, and the Bonds shall be transferred in accordance with the procedures established by the DTC.

Section 9. Bond Form. The Series 2015 Bonds shall be substantially in the form attached as Exhibit A, which is incorporated by reference, with such completions, changes, and additions as may be recommended by the City's bond counsel and approved by the officers of the City signing the Series 2015 Bonds.

Section 10. Sale of Bonds. The City Council has determined that it is in the best interests of the City to sell the Series 2015 Bonds by negotiated sale in order to most effectively time and structure the issuance of the Series 2015 Bonds in response to changing market conditions and to reduce costs of issuance. The Authorized Officer is authorized to negotiate the terms of the Series 2015 Bonds with the Underwriter and, without further approval of the City Council, the Authorized Officer is authorized to sign the Bond Purchase Agreement, in such form approved by the Authorized Officer.

Section 11. Authorized Officer. The Authorized Officer is designated, for and on behalf of the City, to do all acts and to take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2015 Bonds. Notwithstanding any other provision of this Ordinance, the Authorized Officer is authorized within the limitations of this Ordinance to determine the specific interest rate or rates to be borne by the Series 2015 Bonds, the principal amount, denominations, interest payment dates, dates of maturities, and amount of maturities, the amount of good faith deposit, if any, optional and mandatory redemption rights, term bond options, the title of the Series 2015 Bonds, date of issuance, and other terms and conditions relating to the Series 2015 Bonds and the sale thereof. The Authorized Officer's approval of the terms shall be evidenced by his or her signature on the document or agreement stating such terms. The Authorized Officer is authorized for and on behalf of the City, without further City Council approval, to do all acts and take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2015 Bonds.

The Authorized Officer is hereby authorized for and on behalf of the City, without further City Council approval, to: (a) approve the circulation of a preliminary and a final Official

Statement describing the Bonds; (b) to enter into a bond purchase agreement; (c) purchase municipal bond insurance, if considered necessary, as additional security for the bondholders; (d) apply to rating agencies for a rating on the Bonds; and (e) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds.

The Authorized Officer, the Clerk, and the Treasurer, or any one or more of them, are authorized to execute any orders, receipts, agreements, pledge agreements, escrow agreements, bond purchase agreements, documents or certificates necessary to complete the transaction, including, but not limited to, any issuer's certificate, any certificates relating to federal or state securities laws, rules or regulations, and any applications to the Michigan Department of Treasury, including, but not limited to, the Application for State Treasurer's Approval to Issue Long-Term Securities. The Authorized Officer is authorized to select and retain on behalf of the City such professional services as the Authorized Officer deems necessary for the Series 2015 Bonds, including, but not limited to, a verification agent and an escrow trustee.

Section 12. Execution of Bonds. The Mayor or the Mayor Pro Tem and the Clerk or the Deputy Clerk of the City are authorized and directed to sign the Series 2015 Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Series 2015 Bonds shall be delivered by the City Treasurer to the purchaser of the Series 2015 Bonds.

Section 13. Use of Bond Proceeds.

(a) Refunding Proceeds. A portion of the proceeds of the Series 2015 Bonds designated by the Authorized Officer to be used to refund the Bonds to be Refunded, together with any monies transferred by the City from the debt retirement funds and bond reserve account for the Bonds to be Refunded and any other funds made available by the City, all as determined by the Authorized Officer, shall be deposited in the Escrow Fund, to be used pursuant to the terms of the Escrow Agreement to pay principal of and interest on the Bonds to be Refunded, being called for redemption.

The Escrow Fund shall be held in trust by the Escrow Trustee pursuant to the Escrow Agreement, which agreement shall irrevocably direct the Escrow Trustee to take all necessary steps to call for redemption the Bonds to be Refunded, including publication and mailing of redemption notices, on the first call date on which the Bonds to be Refunded may be called for full redemption. The proceeds of the Series 2015 Bonds to be deposited in the Escrow Fund shall be invested in deposits of cash and/or Government Obligations. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal, interest and redemption premiums on the Bonds to be Refunded being redeemed as they become due at their maturity or at the call for redemption required by this section.

The Authorized Officer is authorized to select the Escrow Agent, to approve and execute an Escrow Agreement, to determine which Series 2005 Bonds to refund and to take all other actions or sign any other documents, agreements, or certificates necessary to complete the refunding of the Bonds to be Refunded.

(b) Cost of Issuance Fund. The balance of the proceeds of the sale of the Series 2015 Bonds shall be deposited into a fund to be designated “2015 Refunding Bonds Cost of Issuance Fund” to be used to pay legal, financing, or other expenses incidental to the issuance of the Series 2015 Bonds. Any amounts remaining after the payment of the costs of issuance shall be transferred to the Redemption Fund.

Section 14. Bondholders’ Rights; Receiver. The Bondholders representing in the aggregate not less than 20 percent of the entire principal amount thereof then outstanding, may, by suit, action, mandamus, or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus, or other proceedings, enforce and compel performance of all duties of the officers of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the City and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the City more particularly set forth herein and in Act 94.

The Bondholders shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the security therefor.

Section 15. No Free Service or Use. No free service or use of the System, or service or use of the System at less than the reasonable cost and value thereof, shall be furnished by the System to any person, firm, or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 16. Fixing and Revising Rates. The rates presently in effect in the City are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal and interest on the Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures, and funds for the System required by law and this Ordinance. The rates shall be reviewed not less than once a year and shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 17. Bond Reserve Fund. The Reserve Account in the Bond and Interest Redemption Fund, as established by the Prior Ordinances, shall be adjusted in such amounts so that upon issuance of the Series 2015 Bonds, the Bond Reserve Account shall total a sum equal to the lesser of (a) the maximum annual principal and interest requirements on the Bonds outstanding after issuance of the additional Bonds; (b) 125% of the average annual debt service on the Bonds after issuance of the additional Bonds; or (c) an amount equal to 10% of the principal amount of the Bonds. In the event that the amount in said Reserve Account is greater

than such largest annual debt service requirement, such excess amount shall be transferred to the Bond and Interest Redemption Fund described herein. If it is necessary to increase the amount in the Bond Reserve Account, the City shall deposit a sum from the moneys on hand in the System prior to or concurrently with the delivery of the Series 2015 Bonds so that the Bond Reserve Account is fully funded as of the delivery of the Series 2015 Bonds.

Section 18. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the Series 2015 Bonds, shall be deposited in trust, this ordinance shall be defeased and the owners of the Series 2015 Bonds shall have no further rights under this ordinance except to receive payment of the principal of, premium, if any, and interest on the Series 2015 Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Series 2015 Bonds as provided herein.

Section 19. Contract with Bondholders. This ordinance shall constitute a contract between the City and the Bondholders from time to time, and after the issuance of any of such Series 2015 Bonds, no change, variation, or alteration of the provisions of this ordinance may be made that would lessen the security for such Series 2015 Bonds. The provisions of this ordinance shall be enforceable by appropriate proceedings taken by such Bondholder, either at law or in equity.

Section 20. Bonds Mutilated, Lost, or Destroyed. If any Bond shall become mutilated, the City, at the expense of the Bondholder, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Paying Agent and, if this evidence is satisfactory to both the City and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the City, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of Michigan, 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

Section 21. Municipal Bond Insurance. The Authorized Officer is hereby authorized to acquire municipal bond insurance to enhance the marketability of the Series 2015 Bonds. If the City acquires municipal bond insurance from a municipal bond insurer (the "Insurer"), the Authorized Officer or any other officer of the City is hereby authorized to take all actions, and to execute any documents, certificates, orders, applications, agreements, conditions, covenants or other instruments necessary to effectuate the issuance of the policy of bond insurance, including, but not limited to the execution of an order containing such provisions as the Insurer may require with respect to the insurance and the Insurer, which provisions shall be binding upon the City to the same extent as if they were contained herein. The authority granted by this section includes

the authority to sign any agreements or other documents necessary for the City to become a part of a mutual insurance company and to pay any fees or costs of such membership.

Section 22. Official Statement. The City Manager or any other officer of the City is hereby authorized and directed to approve, execute, and deliver a preliminary Official Statement and an Official Statement on behalf of the City in such form as he or she deems necessary in order to assure that the statements therein are true, and that it does not contain any untrue statement or material fact and does not omit a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading.

Section 23. Continuing Disclosure. If necessary, the City hereby authorizes the City Manager or any other officer of the City to agree on behalf of the City to undertake continuing disclosure as issuer of the Bonds. Pursuant to the terms of a Continuing Disclosure Undertaking, the City would provide, or cause to be provided, (a) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, (b) timely notice of the occurrence of certain material events with respect to the Bonds, and (c) timely notice of a failure by the City to provide the required annual financial information on or before the date required in the Continuing Disclosure Undertaking. The City Manager or any other officer of the City is authorized to execute a Continuing Disclosure Undertaking on behalf of the City in such form as the Authorized Officers shall determine, in consultation with bond counsel, to be appropriate.

Section 24. Tax Covenant. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series 2015 Bonds from gross income for federal income tax purposes under the Code, including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Series 2015 Bond proceeds and moneys deemed to be Series 2015 Bond proceeds.

Section 25. Bond Counsel. Dickinson Wright PLLC, Grand Rapids, Michigan, is appointed to act as bond counsel for the Series 2015 Bonds.

Section 26. Underwriter. The Authorized Officer may select an Underwriter for the Series 2015 Bonds. However, the city assumes no obligation or liability to the Underwriter for any loss or damage that may result to the Underwriter from the adoption of this Bond Ordinance. All costs and expenses incurred by the Underwriter in preparing for the sale of the Series 2015 Bonds shall be paid from the proceeds of the Series 2015 Bonds, if the Series 2015 Bonds are issued, except as may be otherwise provided in the Bond Purchase Agreement to be signed by the City at the time of the sale of the Series 2015 Bonds. The Underwriter's compensation for the Series 2015 Bonds shall only be paid if the Series 2015 Bonds are issued.

Section 27. Financial Advisor. Robert W. Baird & Co., Inc., is appointed to act as financial advisor for the Series 2015 Bonds.

Section 28. Subject to Prior Ordinances. Except to the extent supplemented or otherwise provided in this ordinance, all of the provisions and covenants provided in the Prior Ordinances shall apply to the Series 2015 Bonds.

Section 29. Publication and Recordation. This ordinance shall be published once in full in a newspaper of general circulation in the City qualified under state law to publish legal notices, and the same shall be recorded in the records of the City and such recording authenticated by the signatures of the Mayor or Mayor Pro Tem and the City Clerk.

Section 30. Ordinance Subject to Michigan Law. The provisions of this ordinance are subject to the laws of the State of Michigan.

Section 31. Section Headings. The section headings in this ordinance are for convenience of reference only and are not a part of this ordinance.

Section 32. Severability. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 33. Effective Date. Pursuant to Section 6 of Act 94, this ordinance shall be approved on the date of first reading and this ordinance shall be effective immediately upon its adoption.

YEAS: Council Members _____

NAYS: Council Members _____

ABSTAIN: Council Members _____

ABSENT: Council Members _____

ORDINANCE DECLARED ADOPTED.

Jack A. Poll, Mayor

Kelli A. Vandenberg, Clerk

CERTIFICATION

As the duly qualified and acting Clerk of the City of Wyoming, Michigan I certify that this is a true and complete copy of an ordinance adopted by the City Council at a meeting held on February 16, 2015, and that notice of that meeting complied with Act 267, Public Acts of Michigan, 1976, as amended.

February 16, 2015

Kelli A. Vandenberg, Clerk

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF KENT
CITY OF WYOMING
SEWAGE DISPOSAL SYSTEM REVENUE
REFUNDING BONDS, SERIES 2015**

Interest Rate Maturity Date Date of Original Issue CUSIP

Registered Owner: _____
Principal Amount: _____ Dollars (\$_____)

The City of Wyoming, Kent County, Michigan (the "City"), acknowledges it is indebted and, for value received, promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the Sewage Disposal System of the City (the "System"), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the "Net Revenues"), the Principal Amount specified above, unless prepaid prior thereto as hereinafter provided, in lawful money of the United States of America, on the Date of Maturity specified above with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, at the Interest Rate per annum specified above, first payable on _____ 1, 20__, and semiannually thereafter on the first day of _____ and _____ of each year, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

This Bond is one of a total authorized series of bonds of even date and like tenor, except as to the date of maturity and the interest rate aggregating the principal sum of \$_____, consisting of bonds in the denomination of \$5,000 each or integral multiples thereof numbered in order of their registration issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and City Ordinance Nos. 15-96; 08-05; 14-05; 11-08; 12-11; 15-13 and _____ (together, the “Ordinance”), for the purpose of paying the costs of refunding the City’s Sewage Disposal System Revenue Bonds, Series 2005, which were issued to pay the cost of acquiring and constructing improvements to the System. This Bond is a self-liquidating Bond and is not a general obligation of the City within any constitutional or statutory limitation but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

The City hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest upon all such Bonds as and when the same become due and payable, to maintain a bond and interest redemption fund, a bond reserve account and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance. The Bonds of this series shall have equal standing with the City’s Sewage Disposal System Revenue Refunding Bonds, Series 2005; Sewage Disposal System Revenue Bonds, Series 2005; Sewage Disposal System Revenue Bonds, Series 2008; Sewage Disposal System Revenue Refunding Bonds, Series 2012; and Sewage Disposal System Revenue Refunding Bonds, Series 2013. For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or subordinate standing may hereafter be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Ordinance.

Principal of this Bond is payable in lawful money of the United States of America, upon presentation and surrender hereof, at the principal office of _____, as paying agent, bond registrar, and transfer agent (the “Paying Agent”), or such other Paying Agent as the City may hereafter designate, by notice mailed to the Registered Owner not less than 60 days prior to the next interest payment date. Interest on this Bond is payable to the Registered Owner of record as of the 15th day of the month preceding the payment date as shown on the registration books of the City maintained by the Paying Agent by check, draft, preauthorized debit, or electronic transfer or such other manner of payment acceptable to the Registered Owner.

Bonds or portions of Bonds maturing on _____ (the “Term Bonds”) are subject to mandatory redemption prior to maturity in part, by lot, on each _____ 1, commencing _____ and will be redeemed at the par value thereof plus accrued interest to the redemption date on _____ 1 of each of the following years in the amounts as follows:

Redemption Date

Principal Amount

Term Bonds maturing on _____ 1, _____ purchased by the City and delivered to the Paying Agent for cancellation or that are redeemed in a manner other than by mandatory redemption, shall reduce the principal amount of the Term Bonds subject to mandatory redemption by the amount of the Bonds so redeemed, in the order determined by the City.

Bonds of this series maturing in the years 20__ to 20__, both inclusive, shall not be subject to redemption prior to maturity. Bonds maturing on or after _____ 1, 20__, shall be subject to redemption prior to maturity as a whole or in part, in such order as the City may determine, at the option of the City, on any date on or after _____ 1, 20__, at par and accrued interest to the date fixed for redemption, without a premium.

Notice of the call of any Bonds for redemption shall be given by first class mail not less than thirty (30) days prior to the date fixed for redemption, to the Registered Owner at the registered address. Bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem such Bonds. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption of Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed, a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of The Depository Trust Company, a New York corporation, only, and only Cede & Co. will be deemed to be a holder of the Bonds.

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon, and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and at his sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the City including this Bond, does not exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Wyoming, Kent County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and its Clerk, all as of the ____ day of _____, 2015.

Jack A. Poll, Mayor

Kelli A. Vandenberg, Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is the City of Wyoming \$_____ Sewage Disposal System Revenue Refunding Bonds, Series 2015, and has been registered in the name of the Registered Owner designated on the face thereof in the bond register maintained for the City.

Authentication Date: _____, 2015

As Paying Agent/Bond Registrar/Transfer Agent

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signed: _____

In the presence of: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his City to act must accompany the bond.

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed: _____