

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
TUESDAY, JULY 6, 2010 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Will Clegg, Wesley Park United Methodist Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the joint committee of the whole meeting with Planning Commission of June 21, 2010 and the regular meeting of June 21, 2010.
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Road Rage Awareness Week, July 11-17, 2010
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
 1. Parks and Recreation Commission
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

 - a) Of Appreciation to Delores Butts for her Service as a Member of the Housing Commission for the City of Wyoming
 - b) To Reappoint Members to Boards, Commissions and Committees for the City of Wyoming
 - c) To Set a Public Hearing to Consider the Approval of an Application for Exemption of Personal Property in the City of Wyoming for Gordon Food Service, Inc. (July 19, 2010 at 7:01 p.m.)
- 15) Resolutions**
 - d) Of Appreciation to Former Mayor Carol S. Sheets and Mr. Alan Sheets
 - e) To Approve Amendment No. 35 in the Articles of Incorporation of Grand Valley Metropolitan Council

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

- f) To Authorize the Mayor and City Clerk to Enter into a Cooperative 21st Century Community Learning Agreement with Wyoming Public Schools – Cohort D (Budget Amendment No. 1)
- g) To Authorize the Mayor and City Clerk to Enter into a Cooperative 21st Century Community Learning Agreement with Wyoming Public Schools – Cohort E (Budget Amendment No. 2)
- h) To Authorize the Mayor and City Clerk to Enter into a Cooperative 21st Century Community Learning Agreement with Wyoming Public Schools – Cohort F (Budget Amendment No. 3)
- i) To Award a Contract for the 2010 Resurfacing Program
- j) To Concur with the Emergency Repair of the 42-inch Transmission Main and to Authorize Payment for the Repairs

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

PROCLAMATION

ROAD RAGE AWARENESS WEEK

July 11 - 17, 2010

WHEREAS, Reaching Out Against Road Rage, Inc. (R.O.A.R.R.), Inc., a non profit organization, has a mission, which consists of the three P's: prevention of Road Rage; protection and support of victims against Road Rage; and the promotion of life by saving lives, and

WHEREAS, to achieve this mission R.O.A.R.R., Inc. is promoting awareness and education on the prevention of Road Rage; working in an effort to reduce the number of incidents; and advocate support and assistance to victims and their families in their recovery process, and

WHEREAS, R.O.A.R.R., Inc. understands that to solve a problem, we must first be aware of the problem. Road Rage is a growing problem in Michigan as well as in our country, and

WHEREAS, the City of Wyoming supports the efforts of R.O.A.R.R. and encourages the public to recognize the potential danger and tragedy of engaging in dangerous driving and road rage behaviors, and

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, do hereby proclaim the week of July 11 - 17, 2010, as

ROAD RAGE AWARENESS WEEK

in the City of Wyoming, and call on public officials, business leaders, educators and our citizens to work together to ensure our streets and highways are safer places by eliminating the dangers caused by acts of road rage.

JACK A. POLL, MAYOR
City of Wyoming, Michigan



MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Dan Burrill

AT-LARGE COUNCILMEMBER
Kent Vanderwood

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

June 29, 2010

Ms. Heidi A. Isakson
Clerk
City of Wyoming
1155 28th St SW
Wyoming, MI 49509

Dear Ms. Isakson:

The Parks and Recreation Commission is chartered to advise the Mayor and City Council on matters related to the development, maintenance, and operation of the city's 700 acre park system, including the Wyoming Senior Center, and its 200+ recreation programs. Recently it has come to the attention of the Commission that the Council may be considering the question of consolidation of various millages, including the Parks and Recreation Operational Millage, in order to acquire funding to offset needs within the city's General Fund.

Our park and recreation facilities and programs are vital to maintaining our community's quality of life. Parks are proven to maintain and increase property values, offer opportunities for ourselves, our children and families to enjoy nature and to socially connect with our neighbors. Playgrounds, Splashpads, basketball courts, walking trails, etc, and recreation programs allow us to experience the benefits of active living, improving our health and wellness while providing environments and services which make Wyoming a desirable place to live, work, and play. The Wyoming Senior Center plays a vital role in providing programs and services for our older adults; combating social isolation, improving physical fitness, providing nutritional meals and services such as tax assistance and flu shot clinics for seniors and their caregivers.

This letter is to advise the Mayor and Council that the Parks and Recreation Commission does not believe it is in the best interests of the community to consolidate the Parks and Recreation Operational Millage. At our June 9, 2010 regular meeting, Commissioner Wustman made a motion that the Parks and Recreation Commission oppose consolidation of the Parks and Recreation millage in November 2010 or at any future date, seconded by Commissioner Buck. The motion carried unanimously.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Dr. Daniel Lavengood'.

Dr. Daniel Lavengood, Chairperson
Parks and Recreation Commission

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO DELORES BUTTS FOR HER SERVICE
AS A MEMBER OF THE HOUSING COMMISSION
OF THE CITY OF WYOMING

WHEREAS, Delores Butts was appointed to the Housing Commission on February 16, 2004, and

WHEREAS, Delores Butts, as a member of the Housing Commission, gave generously of her time and talent to the citizens of Wyoming, now, therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, on behalf of the citizens of the City of Wyoming, does hereby express its sincere appreciation to Delores Butts for her dedicated service as a member of the Housing Commission.

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

Motion carried: _____ Yeas _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 6th day of July, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

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

WHEREAS, the term of office for some members of various Boards, Commissions and Committees expired on June 30, 2010, and

WHEREAS, it is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions and Committees for the City of Wyoming, now, therefore,

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

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Community Enrichment Commission</u>	
Iva Phillips	06/30/2013
Harriet Sturim	06/30/2013
<u>Housing Board of Appeals</u>	
F.C Scholz, III	06/30/2015
<u>Parks & Recreation Commission</u>	
Robert Cook	06/30/2013

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

Motion carried: _____ Yeas _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held in the 6th day of July, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO CONSIDER
THE APPROVAL OF AN APPLICATION FOR EXEMPTION
OF NEW PERSONAL PROPERTY IN THE CITY OF WYOMING
FOR GORDON FOOD SERVICE, INC.

WHEREAS, the City Council of the City of Wyoming held a public hearing on May 19, 1997, to consider the adoption of a resolution establishing a Brownfield Redevelopment Authority for the City of Wyoming, and designating the boundaries of a Brownfield Redevelopment Zone, pursuant to Act 381, Public Acts of Michigan, 1996; and

WHEREAS, on May 19, 1997, the City Council of the City of Wyoming adopted Resolution NO. 18064, creating the City of Wyoming Brownfield Redevelopment Authority and designating the boundaries of the Brownfield Redevelopment Zone to include all the property within the City of Wyoming; and

WHEREAS, Gordon Food Service, Inc. has filed an application for exemption of new personal property under Public Act 328 of 1998 for furniture, fixtures and equipment having an estimated value of \$3,000,000.00 for personal property to be located at 584 50th Street SW, 460 50th Street SW, 650 50th Street SW and 651 50th Street SW in the City of Wyoming, Michigan; and

WHEREAS, Public Act 328 requires the City to hold a public hearing on the approval of this application; now, therefore,

BE IT RESOLVED that a public hearing on whether to approve the application by Gordon Food Service, Inc. for exemption of new personal property shall be held at 7:01 p.m. on July 19, 2010 in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan; and

BE IT FURTHER RESOLVED that notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation and posted in City Hall.

Councilmember _____ moved, seconded by Councilmember

_____, that the above Resolution be adopted.

Motion carried: _____ Yeas _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 6th day of July, 2010.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Application for Exemption of New Personal Property

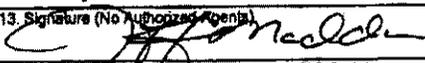
Issued under P.A. 328 of 1998. An exemption will not be effective until approved by the State Tax Commission.

INSTRUCTIONS: Read instructions on page 2 of this form before completing this application. File the original and two copies of this form and the required attachments (resolution approving, copy of legal description and a detailed description of the business operations) with the clerk of the local government unit. The State Tax Commission requires two complete sets.

PART 1: APPLICANT INFORMATION

1a. Applicant/Company Name (Applicant must be an ELIGIBLE BUSINESS) Gordon Food Service, Inc.		2. County Kent	
1b. Company Mailing Address (No. and Street, P.O. Box, City, State, ZIP Code) 420 50th St. SW, PO Box 1787, Grand Rapids, Michigan 49501		3. City/Township/Village (Indicate which) City of Wyoming	
1c. Location of Eligible Business (No. and Street, City, State, ZIP Code) Four adjacent parcels in Wyoming (See Attachment 1)		4a. Local School District Wyoming	4b. School Code 41026
5. Check below the type of business in which you are engaged and provide a detailed description of the business operation on a separate sheet <input type="checkbox"/> Manufacturing <input type="checkbox"/> Research & Development <input checked="" type="checkbox"/> Office Operations <input type="checkbox"/> Mining <input type="checkbox"/> Wholesale Trade			
6a. Identify type of ELIGIBLE DISTRICT where Eligible Business and New Personal Property will be located Brownfield Redevelopment Zone		6b. Governing Unit that Established ELIGIBLE DISTRICT City of Wyoming	6c. Date ELIGIBLE DISTRICT was Established March 16, 1998
7. Name of Person in the Eligible Business to Contact for Further Information Kurt M. Brauer, Esq., Warner Norcross & Judd LLP		8. Telephone Number (248) 784-5182	
9. Mailing Address 2000 Town Center, Suite 2700, Southfield, Michigan 48075			

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which application is being made. The undersigned, authorized officer further certifies that the applicant is an Eligible Business as defined in P.A. 328 of 1998.

11. Name of Company Official Jeffrey Maddox		12. Title Chief Financial Officer	
13. Signature (No Authorized Agents) 		14. Date 6-25-10	
15. Mailing Address (Include City, State and ZIP Code) 420 50th St. SW, PO Box 1787, Grand Rapids, MI 49501			
16. Email Address Jeff.Maddox@gfs.com		17. Telephone Number (616) 717-4897	18. Fax Number (616) 717-9230

PART 2: LOCAL GOVERNMENT UNIT CLERK VERIFICATION

19. Name of Local Governmental Unit Which Passed Resolution for Exemption of New Personal Property		20. Date of Resolution (Attach Copy)	21. Expiration Date of Exemption
22. Name of Clerk		23. Date application was received by Local Unit	
24. Clerk's Signature		25. Clerk's Mailing Address	
26. Telephone Number	27. Fax Number	28. Email Address	
29. LUCI Code	30. School Code	31. Date District was Established	

STATE TAX COMMISSION USE			
Application No.	Date Received	LUCI Code	School Code

ATTACHMENT 1

Gordon Food Service, Inc./P.A. 328 Application

Legal Description

Address: 584 50th Street SW, Wyoming, Michigan

Tax Parcel No.: 41-17-25-300-026

Legal Description: Y977AA-3: PART S 1/2 SW 1/4 COM 30.63 FT 90D 00M E ALONG S 1/8 LINE FROM ELY LINE OF HWY US 131 /200 FT WIDE/ TH 90D 00M E ALONG S 1/8 LINE 610.09 FT TO A PT 1089 FT W FROM W LINE OF PENN CEN RR R/W /100 FT WIDE/ TH S 1D 52M E PAR WITH SD RR R/W 375.0 FT TH 90D 00M W 545.27 FT TO A LINE BEARING S 11D 36M E FROM BEG TH N 11D 36M W 382.61 FT TO BEG SEC 25 T6N R12W 4.97 ACRES

Address: 460 50th Street SW, Wyoming, Michigan

Tax Parcel No.: 41-17-25-300-035

Legal Description: PART OF SW 1/4 COM 901 FT W ALONG N LINE OF S 1/2 SW 1/4 FROM W LINE OF CONRAIL RR R/W /100 FT WIDE/ TH W ALONG SD N LINE 188 FT TH S PAR WITH W LINE OF SD RR R/W 233 FT TH E PAR WITH N LINE OF S 1/2 SW 1/4 188 FT TH N TO BEG * SEC 25 T6N R12W 1.01 ACRES

Address: 650 50th Street SW, Wyoming, Michigan

Tax Parcel No.: 41-17-25-300-044

Legal Description: PART OF N 1/2 SW 1/4 COM AT N 1/4 COR TH S 87D 56M 00S W 885.20 FT ALONG N SEC LINE TH S 4D 35M 30S E 3970.0 FT TO S 1/8 LINE TH S 88D 12M 30S W ALONG S 1/8 LINE 489.66 FT TO BEG OF THIS DESC - TH N 1D 47M 30S W 433.0 FT TO N LINE OF S 433 FT OF N 1/2 SW 1/4 TH S 88D 12M 30S W ALONG SD N LINE 200.0 FT TH S 1D 47M 30S E 433.0 FT TO S 1/8 LINE TH N 88D 12M 30S E ALONG S 1/8 LINE 200.0 FT TO BEG * SEC 25 T6N R12W 1.99 A.

Address: 651 50th Street SW, Wyoming, Michigan

Tax Parcel No.: 41-17-25-300-043

Legal Description: PART OF SW 1/4 COM AT N 1/4 COR TH S 87D 56M 00S W ALONG N SEC LINE 885.20 FT TH S 4D 35M 30S E 2599.36 FT TH S 88D 12M 30S W 67.08 FT TH S 4D 35M 30S E 915.91 FT TH SLY 21.21 FT ON A 3042.94 FT RAD CURVE TO RT /LONG CHORD BEARS S 4D 23M 30S E 21.21 FT/ TO N LINE OF S 433.0 FT OF N 1/2 SW 1/4 TH S 88D 12M 30S W 601.33 FT ALONG SD N LINE TO BEG OF THIS DESC - TH S 1D 47M 30S E 433.0 FT TO S 1/8 LINE TH S 88D 12M 30S W ALONG S 1/8 LINE TO ELY LINE OF HWY US131 TH NLY ALONG SD ELY LINE TO A LINE BEARING S 88D 12M 30S W FROM BEG TH N 88D 12M 30S E TO BEG EX COM AT N 1/4 COR TH S 87D 56M 00S W ALONG N SEC LINE 885.20 FT TH S 4D 35M 30S E 3970.0 FT TO S LINE OF N 1/2 SW 1/4 TH S 88D 12M 30S W ALONG SD S LINE 825.10 FT TH N 1D 47M 30S W 33.0 FT TO N LINE OF 50TH ST /66 FT WIDE/ & TO BEG OF THIS EX TH WLY 97.68 FT ALONG A 45.0 FT RAD CURVE TO LT /LONG CHORD BEARS S 88D 12M 30S W 79.60 FT TH N 88D 12M 30S E 79.60 FT TO BEG * SEC 25 T6N R12W 2.75 A.

ATTACHMENT 2

Gordon Food Service, Inc./P.A. 328 Application

Description of Eligible Business

Gordon Food Service, Inc. ("GFS") proposes to consolidate its Canadian and United States accounting, marketing, and similar office operations at a restructured campus in Wyoming, Michigan in Kent County. The proposed project would include consolidating approximately 173 office-related positions currently located at GFS facilities throughout Canada at GFS' current campus in Wyoming, Michigan. That campus (i.e. the "Project") includes: the newly constructed building (outlined below) and existing GFS buildings at 333 50th Street SW and 420 50th Street SW, Wyoming, Michigan. To accommodate the new employees at the Project, GFS proposes to construct an office building of approximately 150,000 square-feet on four parcels of real estate in Wyoming. Combined, the parcels contain approximately 10 acres of land and are located at (i) 584 50th St. SW, (ii) 460 50th St. SW, (iii) 650 50th St. SW, and (iv) 651 50th St. SW adjacent to the current GFS Wyoming campus. GFS would demolish several functionally obsolete structures and unusable improvements at the site and prepare it for the construction of the building. GFS would also purchase and install office furniture and equipment to bring the building up to operational standards. GFS would undertake a restructuring of its campus to utilize its space more productively and increase the efficiency of its office operations. The restructured campus would eventually include the existing buildings on the Wyoming campus as well as the proposed new building in Wyoming.

The real estate parcels on which the proposed new building would be located formerly contained cement mixing operations which are now obsolete. The proposed Project would completely redevelop these vacant parcels and convert them to productive use. The proposed building would likely follow LEED standards through the use of various "green building" elements. GFS estimates that the building will have the capacity to accommodate up to 700 employees in the future.

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO
FORMER MAYOR CAROL S. SHEETS AND
MR. ALAN SHEETS

WHEREAS, Carol S. Sheets served as Councilmember at Large for the City of Wyoming from November 8, 1993 to November 14, 2005, and was elected Mayor of the City of Wyoming on November 8, 2005 and served until November 9, 2009; and

WHEREAS, upon her retirement from elected public office, Mrs. Sheets and her husband Alan Sheets presented an outdoor bench as a gift to the City of Wyoming, to be placed at City Hall for the comfort and enjoyment of Wyoming's residents in this and future years; now, therefore,

BE IT RESOLVED, that the City Council of the City of Wyoming, on behalf of its residents, gratefully accepts the gift of Carol and Alan Sheets, as a lasting remembrance of her dedicated and outstanding service to the City of Wyoming.

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

Motion carried: _____ Yeas _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 6th day of July, 2010

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE AMENDMENT NO. 35
IN THE ARTICLES OF INCORPORATION OF
GRAND VALLEY METROPOLITAN COUNCIL

WHEREAS, the members of Grand Valley Metropolitan Council (“Metro Council”) have by majority vote approved Amendment No. 35 (withdrawal of Jamestown Township) in the Articles of Incorporation of Grand Valley Metropolitan Council; and

WHEREAS, the amendment has now been submitted for approval by the legislative bodies of the local units that belong to Metro Council; and

WHEREAS, the City Council of the City of Wyoming has considered Amendment No. 35 (attached hereto) in the Articles of Incorporation of Metro Council; now, therefore,

BE IT RESOLVED that Amendment No. 35 in the Articles of Incorporation of Grand Valley Metropolitan Council is hereby approved.

Councilmember _____ moved, seconded by Councilmember

_____, that the above Resolution be adopted.

Motion carried: _____ Yeas _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 6th day of July, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

AMENDMENT NO. 35

To Remove Jamestown Township as a Member

1. The first paragraph of the Articles of Incorporation is hereby amended to read in its entirety as follows:

ARTICLES OF INCORPORATION GRAND VALLEY METROPOLITAN COUNCIL

These Articles of Incorporation are adopted and executed by the incorporating units ("Units"), the City of Grand Rapids, the City of Kentwood, the City of East Grand Rapids, the City of Grandville, the City of Rockford, the City of Hudsonville, the City of Cedar Springs, Byron Township, Plainfield Township, Alpine Township, Gaines Township, Kent County, the Village of Sparta, Grand Rapids Township, Algoma Township, City of Coopersville, City of Greenville, City of Ionia, City of Walker, Courtland Township, City of Wayland, City of Hastings, Village of Middleville, Tallmadge Township, Georgetown Township, Ottawa County, Caledonia Township, Cannon Township, Sparta Township, Allendale Township, Cascade Township, the City of Wyoming, the City of Lowell, and the City of Belding for the purpose of constituting a Metropolitan Council pursuant to the provisions of Act No. 292 of the Michigan Public Acts of 1989 (the "Act").

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
WITH WYOMING PUBLIC SCHOOLS – COHORT D

WHEREAS, the City of Wyoming and the Wyoming Public Schools are committed to working together to improve the quality of life of the community, and

WHEREAS, the City of Wyoming is a partner with Wyoming Public Schools in the development and implementation of after-school education and recreation programming to maintain and improve the health and quality of life for area citizens and their children, and

WHEREAS, the City of Wyoming and Wyoming Public Schools is presented with an opportunity to extend their relationship to impact school aged children and their families in the Wyoming Public School District, specifically Jackson Park Intermediate and Newhall Middle schools, and

WHEREAS, a Cooperative 21st Century Community Learning Center Agreement ensures the reimbursement of the City of Wyoming for expenses incurred through the development and implementation of the 21st Century Community Learning Center Grant, now therefore,

BE IT RESOLVED, the City of Wyoming recognizes the Cooperative 21st Century Community Learning Center Agreement as attached and authorizes the Mayor and City Clerk to enter into such an agreement with Wyoming Public Schools and approves the necessary budget amendment.

Attachment: Cooperative 21st Century Services Agreement, Budget Amendment.

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

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a _____ session held on the _____ day of _____, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

**PARKS AND RECREATION DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: CURTIS HOLT, CITY MANAGER
FROM: ERIC TOMKINS, RECREATION SUPERVISOR
SUBJECT: WYOMING PUBLIC SCHOOLS 21ST CENTURY LEARNING CENTER GRANT
DATE: JUNE 25, 2010
CC: JON FELSKA, BARB VANDUREN, TOM REEDER, AND REBECCA RYNBRANDT

GRANT AWARDED TO CONTINUE CITY - SCHOOL PARTNERSHIPS AND
T.E.A.M. 21 AFTER-SCHOOL PROGRAMMING

The City of Wyoming, and its Parks and Recreation Department continues to join with Wyoming Public Schools, Godwin Heights Public Schools, Godfrey-Lee Public Schools and Kelloggsville Public Schools as a service partner for 21st Century Community Learning Center grants, to provide after-school programming to area students. The City of Wyoming joins with these school districts in recognizing that the youth of our community need safe, structured and nurturing environments to learn positive life-enhancing academic, physical activity and positive socialization skills through structured out-of-school time opportunities.

Following the review and approval of Rebecca Rynbrandt, Director of Community Services, please find attached three agreements, budget amendments and resolutions for your and the City Council's consideration which will continue the City of Wyoming Parks and Recreation Department's full support of the 21st Century Community Learning Center projects. The agreements recognize the Wyoming Public School District as the grant fiduciary and targets Parkview, West and Gladiola Elementary Schools (WPS), Newhall Middle and Jackson Park Intermediate Schools (WPS), North Godwin Elementary (GHPS), Lee Middle School and Lee Early Childhood Center (GLPS) and East Kelloggsville Elementary (KPS). The agreements and budget amendment are to be effective for July 1, 2010 through June 30, 2011. As with each previous 21st Century Learning Center grant, all direct costs are grant funded and no matching funds are required. The City of Wyoming Parks and Recreation Department shall complement education initiatives by providing safe and structured social and recreational activities during after-school hours and summer days.

This grant shall have a long lasting affect on not only the students, but also their families and our community. With your approval, please place this matter before the City Council at the July 6, 2010 regular council meeting for approval.

**PARKS AND RECREATION DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: CURTIS HOLT, CITY MANAGER
FROM: ERIC TOMKINS, RECREATION SUPERVISOR
SUBJECT: WYOMING PUBLIC SCHOOLS 21ST CENTURY LEARNING CENTER GRANT – COHORT D
DATE: JUNE 25, 2010
CC: JON FELSKA, BARB VANDUREN, TOM REEDER, AND REBECCA RYNBRANDT

SCHOOL PARTNERSHIP, GRANT AWARD TO REACH MIDDLE SCHOOL AGED AT-RISK YOUTHS WITH TEAM 21 AFTER-SCHOOL PROGRAMMING (4TH YEAR)

The City of Wyoming, and its Parks and Recreation Department, continues to join with the Wyoming Public School District as a service partner in recognizing that the youth of our community need safe, structured and nurturing environments to learn positive life-enhancing academic, physical activity and positive socialization skills through structured out-of-school time opportunities.

Following the review and approval of Rebecca Rynbrandt, Director of Community Services, please find attached an agreement, budget amendment and resolution for your and the City Council's consideration which will continue the City of Wyoming Parks and Recreation Department's full support of the 21st Century Community Learning Center projects with the Wyoming Public School District. The agreement targets Jackson Park Intermediate and Newhall Middle Schools and would represent our third year of collaboration with these schools. The agreement and budget amendment are to be effective for July 1, 2010 through June 30, 2011. As with each 21st Century Learning Center grants, all direct costs are grant funded and no matching funds are required. The City of Wyoming Parks and Recreation Department shall complement education initiatives by providing safe and structured social and recreational activities during after-school hours and summer days.

This grant shall have a long lasting affect on not only the students, but also their families and our community. With your approval, please place this matter before the City Council at the July 6, 2010 regular council meeting for approval.

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort D)
JULY 1, 2010 to JUNE 30, 2011**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2010, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Jackson Park and Newhall Middle Schools. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21st Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$19,810
Salaries – Temporary	\$149,880
FICA	\$14,340
Hospitalization Insurance	\$7820
Life Insurance	\$40
Pension	\$5,660
Workers Comp. Insurance	\$2,950
CIP & Longevity	\$0
Unemployment	\$0
Operating Supplies	\$5,000
Travel & Training	\$0
Liability Insurance	\$2,440
Other Services	\$5,640
Total	\$213,580

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming’s Grant Coordinator has direct oversight of the 21st Century Grant. Wyoming’s Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product’s insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Jon Felske
Its Superintendent

Heidi A. Isakson
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
WITH WYOMING PUBLIC SCHOOLS – COHORT E

WHEREAS, the City of Wyoming and the Wyoming Public Schools are committed to working together to improve the quality of life of the community, and

WHEREAS, the City of Wyoming is a partner with Wyoming Public Schools in the development and implementation of after-school education and recreation programming to maintain and improve the health and quality of life for area citizens and their children, and

WHEREAS, the City of Wyoming and Wyoming Public Schools is presented with an opportunity to extend their relationship to impact school aged children and their families in the Wyoming Public School District, Godfrey Lee Public School District, Kelloggsville School District, and Godwin Heights Public School District, and

WHEREAS, a Cooperative 21st Century Community Learning Center Agreement ensures the reimbursement of the City of Wyoming for expenses incurred through the development and implementation of the 21st Century Community Learning Center Grant, now therefore,

BE IT RESOLVED, the City of Wyoming recognizes the Cooperative 21st Century Community Learning Center Agreement as attached and authorizes the Mayor and City Clerk to enter into such an agreement with Wyoming Public Schools and approves the necessary budget amendment.

Attachment: Cooperative 21st Century Services Agreement, Budget Amendment.

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

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a _____ session held on the _____ day of _____, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: July 6, 2010

Budget Amendment No. 002

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$461,950 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort E) with Wyoming Public Schools per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks & Recreation Fund</u>				
Cohort E Grant Revenue 208-527.000	\$82,780	\$461,950		\$544,730
Parks & Recreation - 21st Century Cohort E Grant - Salaries 208-752-76103-706.000	\$48,260	\$5,800		\$54,060
Parks & Recreation - 21st Century Cohort E Grant - Salaries - Temporary 208-752-76103-707.000	\$0	\$378,920		\$378,920
Parks & Recreation - 21st Century Cohort E Grant - FICA 208-752-76103-715.000	\$3,690	\$29,440		\$33,130
Parks & Recreation - 21st Century Cohort E Grant - Hospitalization 208-752-76103-716.000	\$15,280	\$1,960		\$17,240
Parks & Recreation - 21st Century Cohort E Grant - Life Insurance 208-752-76103-717.000	\$80	\$10		\$90
Parks & Recreation - 21st Century Cohort E Grant - Pension 208-752-76103-718.000	\$8,000	\$810		\$8,810
Parks & Recreation - 21st Century Cohort E Grant - Pension DC Plan 208-752-76103-718.100	\$3,860	\$320		\$4,180
Parks & Recreation - 21st Century Cohort E Grant - Pension Retiree Health - DC Plan 208-752-76103-718.200	\$2,200	\$260		\$2,460
Parks & Recreation - 21st Century Cohort E Grant - Workers Comp. Ins. 208-752-76103-719.000	\$760	\$6,040		\$6,800
Parks & Recreation - 21st Century Cohort E Grant - CIP & Longevity 208-752-76103-721.000	\$30		\$10	\$20
Parks & Recreation - 21st Century Cohort E Grant - Operating Supplies 208-752-76103-740.000	\$0	\$12,500		\$12,500
Parks & Recreation - 21st Century Cohort E Grant - Liability Insurance 208-752-76103-910.000	\$630	\$5,000		\$5,630
Parks & Recreation - 21st Century Cohort E Grant - Other Services 208-752-76103-956.000	\$0	\$20,890		\$20,890
Fund Balance/Working Capital			\$ 10	

Recommended: _____
Finance Director

City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2010-2011 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

**PARKS AND RECREATION DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: CURTIS HOLT, CITY MANAGER
FROM: ERIC TOMKINS, RECREATION SUPERVISOR
SUBJECT: WYOMING PUBLIC SCHOOLS 21ST CENTURY LEARNING CENTER GRANT – COHORT E
DATE: JUNE 25, 2010
CC: JON FELSKA, BARB VANDUREN, TOM REEDER, AND REBECCA RYNBRANDT

SCHOOL PARTNERSHIP, GRANT AWARD TO CONTINUE CITY-WIDE T.E.A.M. 21
AFTER-SCHOOL PROGRAMMING (3RD YEAR)

The City of Wyoming, and its Parks and Recreation Department, continues to join with our area school districts, Wyoming Public Schools, Godwin Heights Public Schools, Godfrey-Lee Public School and Kelloggsville Public Schools, as a service partner in recognizing that the youth of our community need safe, structured and nurturing environments to learn positive life-enhancing academic, physical activity and positive socialization skills through structured out-of-school time opportunities.

Following the review and approval of Rebecca Rynbrandt, Director of Community Services, please find attached an agreement, budget amendment and resolution for your and the City Council's consideration which will continue the City of Wyoming Parks and Recreation Department's full support of the 21st Century Community Learning Center projects with the Wyoming Public School District, which will be the acting fiduciary for the other area school districts. This grant targets Gladiola Elementary (WPS), North Godwin Elementary (GHPS), East Kelloggsville Elementary (KPS), Lee Early Childhood Center (GLPS) and Lee Middle School (GLPS) and the agreement would represent our second year of collaboration with these schools. The agreement and budget amendment are to be effective for July 1, 2010 through June 30, 2011. As with each 21st Century Learning Center grants, all direct costs are grant funded and no matching funds are required. The City of Wyoming Parks and Recreation Department shall complement education initiatives by providing safe and structured social and recreational activities during after-school hours and summer days.

This grant shall have a long lasting affect on not only the students, but also their families and our community. With your approval, please place this matter before the City Council at the July 6, 2010 regular council meeting for approval.

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort E)
JULY 1, 2010 to JUNE 30, 2011**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2010, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Gladiola Elementary School, North Godwin Elementary School, East Kelloggsville Elementary School, Godfrey Lee Early Childhood Center, and Godfrey Lee Middle School. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent of the grant and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director (also known as recreation programmer), site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees of all impacted school districts including Godfrey Lee, Godwin Heights, Kelloggsville, and Wyoming to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming and related school districts as required by the grant award if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.

8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.
9. City will cooperate in preparation of all state and federal reports that apply to the 21st Century Grant.
10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.
11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$54,060
Salaries – Temporary	\$378,920
FICA	\$36,540
Hospitalization Insurance	\$17,240
Life Insurance	\$90
Pension	\$15,450
Workers Comp. Insurance	\$7,500
CIP & Longevity	\$40
Unemployment	\$0
Operating Supplies	\$12,500
Travel & Training	\$0
Liability Insurance	\$6,220
Other Services	\$16,170
Total	\$544,730

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming’s Grant Coordinator has direct oversight of the 21st Century Grant. Wyoming’s Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Jon Felske
Its Superintendent

Heidi A. Isakson
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
WITH WYOMING PUBLIC SCHOOLS – COHORT F

WHEREAS, the City of Wyoming and the Wyoming Public Schools are committed to working together to improve the quality of life of the community, and

WHEREAS, the City of Wyoming is a partner with Wyoming Public Schools in the development and implementation of after-school education and recreation programming to maintain and improve the health and quality of life for area citizens and their children, and

WHEREAS, the City of Wyoming and Wyoming Public Schools is presented with an opportunity to extend their relationship to impact school aged children and their families in the Wyoming Public School District, specifically Parkview and West elementary schools, and

WHEREAS, a Cooperative 21st Century Community Learning Center Agreement ensures the reimbursement of the City of Wyoming for expenses incurred through the development and implementation of the 21st Century Community Learning Center Grant, now therefore,

BE IT RESOLVED, the City of Wyoming recognizes the Cooperative 21st Century Community Learning Center Agreement as attached and authorizes the Mayor and City Clerk to enter into such an agreement with Wyoming Public Schools and approves the necessary budget amendment.

Attachment: Cooperative 21st Century Services Agreement, Budget Amendment.

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

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a _____ session held on the _____ day of _____, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: July 6, 2010

Budget Amendment No. 003

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$176,180 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort F) with Wyoming Public Schools per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks & Recreation Fund</u>				
Cohort E Grant Revenue				
208-528.000	\$42,420	\$176,180		\$218,600
Parks & Recreation - 21st Century Cohort F Grant - Salaries				
208-752-76104-706.000	\$25,770		\$3,100	\$22,670
Parks & Recreation - 21st Century Cohort F Grant - Salaries - Temporary				
208-752-76104-707.000	\$0	\$152,190		\$152,190
Parks & Recreation - 21st Century Cohort F Grant - FICA				
208-752-76104-715.000	\$1,970	\$11,410		\$13,380
Parks & Recreation - 21st Century Cohort F Grant - Hospitalization				
208-752-76104-716.000	\$6,460		\$730	\$5,730
Parks & Recreation - 21st Century Cohort F Grant - Life Insurance				
208-752-76104-717.000	\$40	\$0		\$40
Parks & Recreation - 21st Century Cohort F Grant - Pension				
208-752-76104-718.000	\$4,270		\$570	\$3,700
Parks & Recreation - 21st Century Cohort F Grant - Pension DC Plan				
208-752-76104-718.100	\$2,060		\$310	\$1,750
Parks & Recreation - 21st Century Cohort F Grant - Pension Retiree Health - DC Plan				
208-752-76104-718.200	\$1,100		\$70	\$1,030
Parks & Recreation - 21st Century Cohort F Grant - Workers Comp. Ins.				
208-752-76104-719.000	\$400	\$2,350		\$2,750
Parks & Recreation - 21st Century Cohort F Grant - CIP & Longevity				
208-752-76104-721.000	\$30		\$20	\$10
Parks & Recreation - 21st Century Cohort F Grant - Operating Supplies				
208-752-76104-740.000	\$0	\$5,000		\$5,000
Parks & Recreation - 21st Century Cohort F Grant - Liability Insurance				
208-752-76104-910.000	\$330	\$1,950		\$2,280
Parks & Recreation - 21st Century Cohort F Grant - Other Services				
208-752-76104-956.000	\$0	\$8,070		\$8,070
Fund Balance/Working Capital		\$ 10		

Recommended: _____
 Finance Director City Manager

Motion by Councilmember _____, seconded by Councilmember _____
 that the General Appropriations Act for Fiscal Year 2010-2011 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

 City Clerk

**PARKS AND RECREATION DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: CURTIS HOLT, CITY MANAGER
FROM: ERIC TOMKINS, RECREATION SUPERVISOR
SUBJECT: WYOMING PUBLIC SCHOOLS 21ST CENTURY LEARNING CENTER GRANT –COHORT F
DATE: JUNE 25, 2010
CC: JON FELSKA, BARB VANDUREN, TOM REEDER, AND REBECCA RYNBRANDT

SCHOOL PARTNERSHIP, GRANT AWARD TO CONTINUE T.E.A.M. 21 AFTER-SCHOOL PROGRAMMING (2ND YEAR)

The invitation that was extended to the City of Wyoming Parks and Recreation Department to join with the Wyoming Public School District as a service partner for a 21st Century Community Learning Center grant to continue after-school programming to Parkview and West Elementary School students has met with success. The City of Wyoming joins with the Wyoming Public School District in recognizing that the youth of our community need safe, structured and nurturing environments to learn positive life-enhancing academic, physical activity and positive socialization skills through structured out-of-school time opportunities.

Following the review and approval of Rebecca Rynbrandt, Director of Community Services, please find attached an agreement, budget amendment and resolution for your and the City Council's consideration which will continue the City of Wyoming Parks and Recreation Department's full support of the 21st Century Community Learning Center projects with the Wyoming Public School District. The agreement and budget amendment are to be effective for July 1, 2010 through June 30, 2011. As with our two other 21st Century Learning Center grants, all direct costs are grant funded and no matching funds are required. The City of Wyoming Parks and Recreation Department shall complement education initiatives by providing safe and structured social and recreational activities during after-school hours and summer days.

This grant shall have a long lasting affect on not only the students, but also their families and our community. With your approval, please place this matter before the City Council at the July 6, 2010 regular council meeting for approval.

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort F)
JULY 1, 2010 to JUNE 30, 2011**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2010, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Parkview and West Elementary Schools. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21st Century Grant.
10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.
11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$22,670
Salaries – Temporary	\$152,190
FICA	\$14,560
Hospitalization Insurance	\$5,730
Life Insurance	\$40
Pension	\$6,480
Workers Comp. Insurance	\$2,990
CIP & Longevity	\$30
Unemployment	\$0
Operating Supplies	\$5,000
Travel & Training	\$0
Liability Insurance	\$2,480
Other Services	\$6,430
Total	\$218,600

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming’s Grant Coordinator has direct oversight of the 21st Century Grant. Wyoming’s Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product’s insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Jon Felske
Its Superintendent

Heidi A. Isakson
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO AWARD A CONTRACT FOR THE
2010 RESURFACING PROGRAM

WHEREAS, it is necessary to perform periodic maintenance of asphalt paving throughout the City of Wyoming by rotomilling and resurfacing the existing asphalt surface, and

WHEREAS, the 2010 Resurfacing Program includes six streets which are in need of repair, as shown on the attached map, and

WHEREAS, on June 22, 2010, the City received three (3) bids for the 2010 Resurfacing Program with Michigan Paving and Materials, Co. submitting the low bid of \$1,686,920.38, and

WHEREAS, the bid is \$374,741.67 or 18.2% below the Engineer's estimate, and

WHEREAS, it is in the best interest of the City to perform the aforementioned work, and

WHEREAS, the costs for this project can be financed out of the Capital Improvement Program Fund account numbers 400-441-50200-972502 for Major St. Resurfacing; now, therefore,

BE IT RESOLVED that the City Council hereby awards the contract to Michigan Paving and Materials, Co. for the 2010 Resurfacing Program in the amount of \$1,686,920.38.

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

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a _____ session held on the _____ day of _____, 2010.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
DATE: July 6, 2010
SUBJECT: 2010 Resurfacing Program - Award of Bid

On June 22, 2009, the City of Wyoming received three (3) bids for the 2010 Resurfacing Program. Michigan Paving and Materials, Co. submitted the low bid of \$1,686,920.38 which is 18.2% below the Engineer's estimate. This annual program involves the milling and resurfacing of six major streets as shown on the attached map.

The project cost is \$1,990,000 including Engineering and Contingencies, which can be financed out of the Capital Improvement Program Fund:

<u>Project Account</u>	<u>Construction Cost</u>	<u>Project Cost</u>
400-441-50200-972502 Major St. Resurfacing	\$1,686,920.38	\$1,990,000.00

It is recommended that the City Council award the 2010 Resurfacing Program to Michigan Paving and Materials, Co. in the amount of \$1,686,920.38.

RJH:nll

Attachments: Bid Tabulation
Contract Form
Map

RESURFACING LOCATIONS

MAJOR STREETS

- Buchanan Avenue, 32nd to North City Limit
- 36th Street, Division Avenue to Clay Avenue
- Division Avenue, 44th Street to 36th Street
- 56th Street, Wilson Avenue to Ivanrest Avenue
- 52nd Street, Wilson Avenue to Canal Avenue
- Canal Avenue, 52nd Street to North City Limit

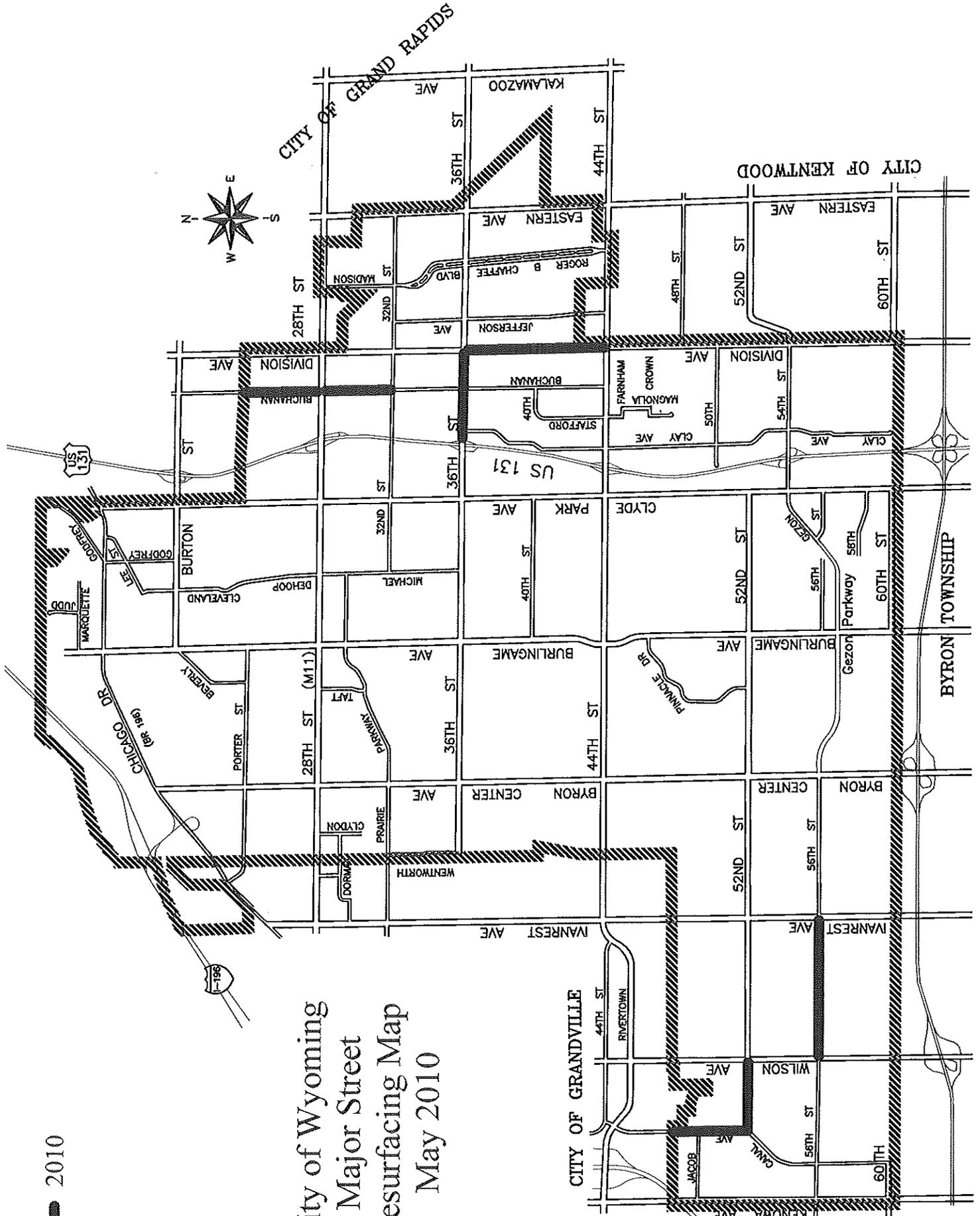
LOCAL STREETS

- None

2010

City of Wyoming Major Street Resurfacing Map May 2010

GEORGETOWN TWP.



City of Wyoming
 TABULATION OF Bids - DETAILS

DATE: 06/22/2010
 PAGE: 1

CONTRACT ID: 140.10
 PROJECT(S): 140.10
 CONTRACT DESCRIPTION:

VENDOR RANKING:

RANK	BIDDER	TOTAL BID	% OVER LOW BID	% OVER EST
0	ENGINEER'S ESTIMATE	\$ 2,061,635.05	22.2129%	0%
1	Michigan Paving and Materials Co.	\$ 1,686,920.38	0.0000%	-18.1756%
2	Rieth-Riley Construction	\$ 1,883,218.24	11.6365%	-8.6541%
3	Diversco Construction Co. Inc.	\$ 1,945,874.73	15.3507%	-5.6150%

LINE / ITEM CODE ITEM DESCRIPTION	QTY	UNIT	(0) ENGINEER'S ESTIMATE		(1) Michigan Paving and Material		(2) Rieth-Riley Construction	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0001 1008 REMOVE CURB & GUTTER	4346.000	Lf	6.00	26076.00	6.000	26076.00	6.000	26076.00
0002 1025 REMOVE BITUMINOUS SURFACE	172.000	SY	5.75	989.00	6.000	1032.00	6.000	1032.00
0003 1035 REMOVE SIDEWALK	1913.000	SY	5.25	10043.25	6.500	12434.50	6.500	12434.50
0004 1045 REMOVE PAVEMENT	676.000	SY	2.75	1859.00	6.500	4394.00	6.500	4394.00
0005 1047 REMOVE CONCRETE COLLAR	34.000	EA	675.00	22950.00	260.000	8840.00	600.000	20400.00
0006 1142 REMOVE EX COVER AND CASTINGS	81.000	EA	275.00	22275.00	150.000	12150.00	150.000	12150.00
0007 1201 COLD MILLING EXISTING BITUMINOUS - 2'	7572.000	Syd	1.50	113688.00	0.520	39411.84	0.880	66696.96
0008 1217 COLD MILLING EXISTING PAVEMENT-4"	33495.000	SY	2.10	70339.50	0.620	20766.90	0.990	33160.05
0009 1550 REMOVE CONCRETE	188.000	syd	6.75	1269.00	6.000	1128.00	6.000	1128.00
0010 4026 DRAINAGE STRUCTURE CASTINGS S-6B	52125.000	Lb	1.60	83400.00	0.850	44306.25	0.850	44306.25
0011 4030 DRAINAGE STRUCTURE CASTINGS	5380.000	LBS	1.60	8608.00	0.950	5111.00	0.950	5111.00
0012 5065 ADJUST EX VALVE BOX	22.000	EA	350.00	7700.00	320.000	7040.00	320.000	7040.00
0013 5067 NEW VALVE BOX, TOP ONLY NEW VALVE BOX, TO	2.000	Ea	125.00	250.00	105.000	210.00	105.000	210.00
0014 6105 MISCELLANEOUS GRAVEL	95.000	CY	6.75	641.25	12.000	1140.00	12.000	1140.00
0015 6215 SIDEWALK RAMP, ADA	18128.000	Sft	4.50	81576.00	3.000	54384.00	3.000	54384.00
0016 6216 TRUNCATED DOME PLATES	13888.000	Lb	1.75	24304.00	2.330	32359.04	2.330	32359.04

City of Wyoming
 TABULATION OF Bids - DETAILS

DATE: 06/22/2010
 PAGE: 3

CONTRACT ID: 140.10

LINE / ITEM CODE ITEM DESCRIPTION	QTY	UNIT	(0) ENGINEER'S ESTIMATE		(1) Michigan Paving and Material		(2) Rieth-Riley Construction	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0041 8100	888.000	EA	19.00	16872.00	15.000	13320.00	15.000	13320.00
BARRICADE TYPE II LIGHTED - FURNISHED								
0042 8101	888.000	EA	2.50	2220.00	5.000	4440.00	5.000	4440.00
BARRICADE TYPE II LIGHTED - OPERATED								
0043 8110	28.000	EA	285.00	7980.00	95.000	2660.00	95.000	2660.00
BARRICADE TYPE III LIGHTED - FURNISHED								
0044 8111	28.000	EA	7.00	196.00	5.000	140.00	30.000	840.00
BARRICADE TYPE III LIGHTED - OPERATED								
0045 8120	6.000	EA	500.00	3000.00	650.000	3900.00	650.000	3900.00
LIGHTED ARROW TYPE A - FURNISHED								
0046 8121	6.000	EA	95.00	570.00	200.000	1200.00	200.000	1200.00
LIGHTED ARROW TYPE A - OPERATED								
0047 8122	2.000	EA	3900.00	7800.00	3900.000	7800.00	3900.000	7800.00
MESSAGE BOARD - FURNISHED								
0048 8123	2.000	EA	1200.00	2400.00	500.000	1000.00	500.000	1000.00
MESSAGE BOARD - OPERATED								
0049 8235	2.000	EA	1200.00	2400.00	1200.000	2400.00	1185.000	2370.00
TRAFFIC LOOPS, COMPLETE								
CONTRACT TOTALS				\$2,061,635.05		\$1,686,920.38		\$1,883,218.24

City of Wyoming
TABULATION OF Bids - DETAILS

CONTRACT ID: 140.10

LINE / ITEM CODE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0001 1008 REMOVE CURB & GUTTER	4346.000	Lf	11.000	47806.00		
0002 1025 REMOVE BITUMINOUS SURFACE	172.000	SY	7.000	1204.00		
0003 1035 REMOVE SIDEWALK	1913.000	SY	2.000	3826.00		
0004 1045 REMOVE PAVEMENT	676.000	SY	9.000	6084.00		
0005 1047 REMOVE CONCRETE COLLAR	34.000	EA	686.000	23324.00		
0006 1142 REMOVE EX COVER AND CASTINGS	81.000	EA	209.000	16929.00		
0007 1201 COLD MILLING EXISTING BITUMINOUS - 2'	75792.000	Syd	0.800	60633.60		
0008 1217 COLD MILLING EXISTING PAVEMENT-4"	33495.000	SY	0.930	31150.35		
0009 1550 REMOVE CONCRETE	188.000	Syd	3.000	564.00		
0010 4026 DRAINAGE STRUCTURE CASTINGS S-6B	52125.000	Lb	0.850	44306.25		
0011 4030 DRAINAGE STRUCTURE CASTINGS	5380.000	LBS	1.250	6725.00		
0012 5065 ADJUST EX VALVE BOX	22.000	EA	206.000	4532.00		
0013 5067 NEW VALVE BOX, TOP ONLY NEW VALVE BOX, TO	2.000	Ea	127.000	254.00		
0014 6105 MISCELLANEOUS GRAVEL	95.000	CY	20.000	1900.00		
0015 6215 SIDEWALK RAMP, ADA	18128.000	Sft	3.000	54384.00		
0016 6216 TRUNCATED DOME PLATES	13888.000	Lb	2.330	32359.04		
0017 6220 CONCRETE GUTTER - DET I27A	220.000	Ft	19.800	4356.00		
0018 6235 CONCRETE CURB AND GUTTER, 24"	180.000	Lft	12.450	2241.00		
0019 6240 CONCRETE CURB AND GUTTER, 30"	3947.000	Lft	14.150	55850.05		
0020 6242 CONCRETE VERTICAL CURB 6 INCH	225.000	Lft	15.200	3420.00		
0021 6270 CONCRETE SIDEWALK, 4"	1950.000	SF	3.000	5850.00		
0022 6295 ADJUST CASTINGS	148.000	EA	537.000	79476.00		
0023 6297 REPAIR EX. DRAINAGE STRUCTURE	1.000	Ea	265.000	265.00		
0024 6305 HAND PATCHING	332.000	TON	75.000	24900.00		

(3)

Diversco Construction Co. In

City of Wyoming
TABULATION OF Bids - DETAILS

CONTRACT ID: 140.10

LINE / ITEM CODE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0025 6315 PAVING INTERLAYER	72829.000	Syd	3.360	244705.44		
0026 6333 BITUMINOUS MIXTURE - 3C	4073.000	TON	51.350	209148.55		
0027 6335 BITUMINOUS MIXTURE - 4C	14081.000	TON	54.250	763894.25		
0028 6411 INLAID COLD PLASTIC PAVEMENT MARKING, 24"	434.000	Lft	9.750	4231.50		
0029 6412 INLAID COLD PLASTIC PAVEMENT MARKING, 24"	645.000	Lft	9.750	6288.75		
0030 6415 TEMPORARY PAVEMENT MARKING, TYPE NR	27711.000	Lf	0.400	11084.40		
0031 6455 COLD PLASTIC PAVEMENT MARKING LEDGEND (ON	12.000	EA	115.000	1380.00		
0032 6460 COLD PLASTIC PAVEMENT MARKING SYMBOL (LEF	16.000	EA	105.000	1680.00		
0033 6466 COLD PLASTIC PAVEMENT MARKING SYMBOL (RIG	6.000	EA	105.000	630.00		
0034 6478 COLD PLASTIC PAVEMENT MARKING SYMBOL (RAI	8.000	EA	285.000	2280.00		
0035 6485 PAVEMENT MARKING REGULAR 4" YELLOW Paint	35603.000	Lft	0.170	6052.51		
0036 6487 PAVEMENT MARKING REGULAR 4" WHITE Paint	36528.000	Lft	0.180	6575.04		
0037 7005 TOP SOIL 4" SCREENED	3835.000	SY	1.000	3835.00		
0038 7015 CLASS A SEED HYDRO-MULCH	3835.000	SY	1.000	3835.00		
0039 8000 FLAG CONTROL	1.000	LS	20000.000	20000.00		
0040 8010 MINOR TRAFFIC CONTROL DEVICES	1.000	LS	110855.000	110855.00		
0041 8100 BARRICADE TYPE II LIGHTED - FURNISHED	888.000	EA	15.000	13320.00		
0042 8101 BARRICADE TYPE II LIGHTED - OPERATED	888.000	EA	5.000	4440.00		
0043 8110 BARRICADE TYPE III LIGHTED - FURNISHED	28.000	EA	95.000	2660.00		
0044 8111 BARRICADE TYPE III LIGHTED - OPERATED	28.000	EA	5.000	140.00		
0045 8120 LIGHTED ARROW TYPE A - FURNISHED	6.000	EA	650.000	3900.00		
0046 8121 LIGHTED ARROW TYPE A - OPERATED	6.000	EA	200.000	1200.00		
0047 8122 MESSAGE BOARD - FURNISHED	2.000	EA	3900.000	7800.00		
0048 8123 MESSAGE BOARD - OPERATED	2.000	EA	500.000	1000.00		

City of Wyoming
 TABULATION OF Bids - DETAILS

DATE: 06/22/2010
 PAGE: 6

CONTRACT ID: 140.10

LINE / ITEM CODE ITEM DESCRIPTION	QTY	UNIT	(3) Diversco Construction Co. In	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0049 8235 TRAFFIC LOOPS, COMPLETE	2.000	EA		1300.000	2600.00				
CONTRACT TOTALS							\$1,945,874.73		

CONTRACT

THIS CONTRACT AWARDED on the 6th day of July 2010 by and between the CITY OF WYOMING, Kent County, Michigan, party of the first part, hereinafter called the "City" and

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

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

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

ARTICLE I - THE CONTRACT

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

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

SEE ATTACHED

ARTICLE II - SCOPE OF THE WORK - SUBJECT MATTER

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

2010 RESURFACING PROGRAM

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

ARTICLE III - TIME OF COMPLETION

The work to be performed under this contract shall be completed on or before October 15, 2010. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect or default of the City, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the City Manager or his authorized representative.

ARTICLE IV - LIQUIDATED DAMAGES

Should the work under this Agreement not be finished within the time specified, the City is hereby authorized to deduct out of the money which may be due or become due to the Contractor under this Agreement, as damages for the noncompletion of the work aforesaid, within the time hereinbefore stipulated for its completion, the sum of One Thousand Three Hundred Dollars (\$1,300.00) for each calendar day by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof, and such liquidated damages shall not be considered as a penalty. It is understood that the City shall not forfeit its right to liquidated damages in the event that delay is partly caused by it. In this event, said damages shall be apportioned so that each day of delay attributable to the City shall be subtracted from the total days of delay, and the Contractor shall pay liquidated damages for the remainder.

ARTICLE V - THE CONTRACT SUM

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

ONE MILLION SIX HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED TWENTY DOLLARS AND THIRTY-EIGHT CENTS (\$1,686,920.38)

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

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

ARTICLE VI - CITY CHARTER TO BE GOVERNING DOCUMENT

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

ARTICLE VII - COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

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

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

Witnesses

CITY OF WYOMING

_____ **By** _____ **Date**
Jack Poll
Its Mayor

_____ **By** _____ **Date**
Heidi A. Isakson
Its City Clerk

_____ **Date**
CONTRACTOR

By _____

Its _____

Correct in form: _____ **Date**
City Attorney

Certification of funds: _____ **Date**
City Comptroller

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

Attest: _____ **Date**
City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR OF THE 42-INCH
TRANSMISSION MAIN AND TO AUTHORIZE PAYMENT FOR THE REPAIRS

WHEREAS, the City's Water Plant Superintendent has provided the attached memorandum summarizing emergency repairs that were made to the 42-inch transmission main, and

WHEREAS, the cost for the repairs totaled \$58,764.45 and funds are available in the Water Fund, now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby concur with the emergency repairs made to the 42-inch transmission main and authorizes payment to Dykema Excavators for the work performed, and

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

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

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a _____ session held on the _____ day of _____, 2010.

Attachment: Memorandum

Heidi A. Isakson
Wyoming City Clerk

Memorandum

To: Curtis Holt, City Manager
From: Gerald Caron, Superintendent
Date: June 29, 2010
Re: 42-Inch Pipeline Repair

As you are aware, on June 8, 2010 we began repair work to a section of the 42-inch water transmission main in the area of Ransom Street and 124th Avenue due to a water leak. The repair was completed on June 22, 2010.

When the leak was discovered on the pipeline, we authorized Dykema Excavators, Inc., to expose the pipeline to see what repairs were needed. We selected Dykema Excavators because they were already on site at our low service facility working on our raw water main project. We were confident that they had the necessary heavy equipment and could perform any necessary repairs.

The repairs needed on the pipeline turned out to be more extensive than we expected. A twenty foot section of the pipe had deteriorated severely to the point that it needed to be replaced. A typical repair would not involve replacing a section of main. Normally if a joint is leaking the repair involves chipping away the concrete at the joint and welding the joint. This will generally stop the leak and permanently repair the joint.

Replacement of a section of the main required that we fully dewater a two mile section of the main. We had to obtain a new section of 42 inch pipe and a special closure section. This resulted in a much higher cost for repair than normal. Following the repair of the pipeline, the contractor needed to replace a section of Ransom Street that was removed to facilitate the work. The total cost for the repair of the pipeline including road restoration is \$58,764.45.

In conclusion, I am requesting that the City Council concur with the emergency repair of the 42-inch pipeline and further authorize the payment of \$58,764.45 to Dykema Excavators, Inc., for the work performed.

cc: B. Dooley