

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JULY 19, 2010 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Brent Matzen, Resurrection Life Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of July 6, 2010.
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m.: To Consider the Approval of an Exemption of New Personal Property in the City of Wyoming for Gordon Food Service, Inc.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Kelloggsville Public Schools Community Coalition Efforts, presented by Kathy Stuby, Kelloggsville Schools Staff.
 2. KDL 2009 Annual Report, presented by Cheryl Garrison, Interim Library Director, Vickie Hoekstra, Board Member, Mary Hollinrake, Wyoming Branch Manager.
 3. Connecting with Community - Housing Commission Program, presented by Rebecca Geerling, Director.
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 1. 10-05: Acceptance of Permanent Easement for Sidewalk for 5631 Byron Center Avenue, S.W. (McDonalds USA LLC)
- 13) Budget Amendments**
 1. DDA BA No. 1
 2. BA No. 4
- 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) To Set a Public Hearing for the Transfer of Industrial Facilities Exemption Certificates from Farmland Dairies, LLC to Schroeder Milk Co., Inc. (August 2, 2010 at 7:01 p.m.)
 - b) To Approve Traffic Control Order No. 3.04-10

15) Resolutions

- c) To Approve a New Personal Property Exemption Application and to Approve a Property Tax Exemption Agreement for Gordon Food Service, Inc.

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

- d) To Award the Bid for Bulk Pick-up & Disposal of Leaves (2010-2013)
- e) To Award the Bid for Grinding & Disposal of Brush (2010-2013)
- f) To Authorize Additional Emergency Repairs of the Fuel System at the Public Works Facility
- g) To Authorize the Upgrade of the City's Fleet Computer System
- h) To Amend the Scope of Work in the Agreement between the City of Wyoming and Black & Veatch for Professional Consulting Engineering Services Related to the Expansion of the Water and Wastewater Facilities
- i) To Concur with Acceptance of a Proposal for the Purchase and Installation of Equipment for the Grand Rapids/Wyoming Dispatch Partnership
- j) To Authorize Repair and Upgrade of AIS PRISim Shooting Simulator
- k) For Award of Bids
 - 1. Five Snow Plow Chassis
 - 2. Underground Sprinkling System Materials

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment



2009
Annual
Report

KDL
Kent District Library
www.kdl.org



Director's Letter

With a number of milestones reached, obstacles overcome, and successes achieved, 2009 proved to be a very exciting year for the Kent District Library.



Once again, we saw more materials borrowed, more library programs attended, and more people walking through our doors than ever before. We saw our KDL Fund efforts continue to prosper. We also saw use of our online resources, such as eBooks, online databases and social networking tools, continue to surge upward.

In 2009, we completed a strategic planning process designed to meet the needs of our communities, while at the same time ensuring that our library staff and resources are used as efficiently as possible. During this process, key community stakeholders were asked to help define a vision for the community and identify ways the library can help address community needs. Utilizing this vision, KDL staff and Board members developed a plan to help guide our organization through the next three years.

With key focuses including early literacy, access to popular materials, cultural awareness, and technology, we look forward to the new direction charted by our strategic plan and the possibilities it brings for our organization and communities.

Sincerely,

Martha Esch

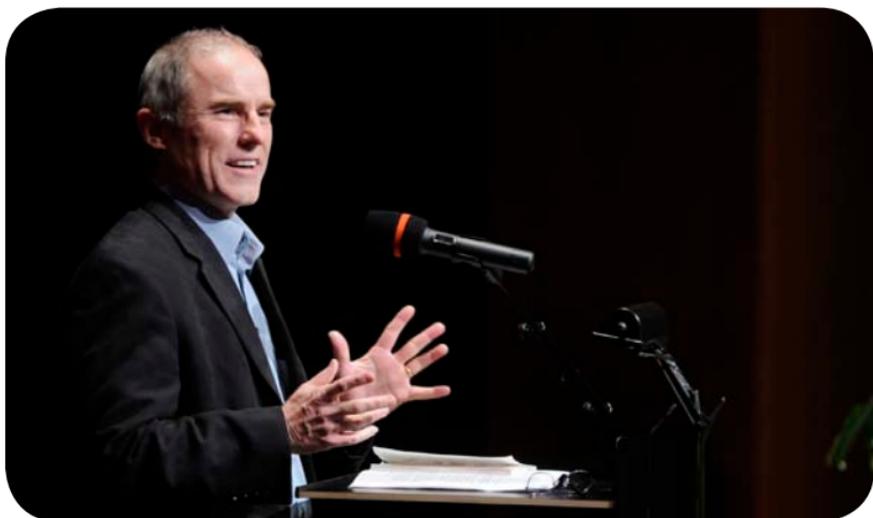
2009 Achievements



More than 21,000 participants signed up for KDL's 2009 Summer Reading Club — a new record.



Online resource usage continued to climb. Website visits were up 10%, while the circulation of eBooks saw a remarkable 51% increase over last year.



John Grogan, author of *Marley & Me*, presented to a crowd of over 900 people for KDL's first annual A Novel Experience fundraising event.

* Initiated a centralized Patron Services Department to improve phone call response time and extend customer service hours.

* Partnerships with local businesses and community groups were created or strengthened, including projects with Great Start, Celebration Cinemas, and DeVos Performance Hall.

* Streamlined internal processes and consolidated KDL staff by eliminating a number of management positions through attrition in order to combat funding challenges.



* Developed a 2010-2012 Strategic Plan based on feedback from the communities we serve.

KDL Board of Trustees

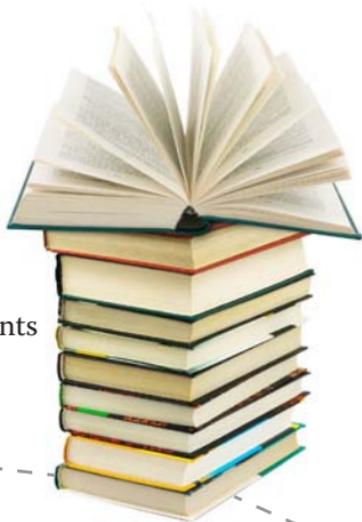
Shirley A. Bruursema, Chair
Charles Fry, Vice Chair
Carol Simpson, Secretary
Charles R. Myers, Treasurer

C. Frances Gilcrest
Vickie Hoekstra
Scott E. Petersen
Denise VanEck

By the Numbers

KDL card holders

Over **280,000**, or 3 out of 4, KDL residents own a KDL card — **up 11%** from 2008.



Number of branch visitors



KDL libraries saw **3,613,449** visitors — **up 4%** from 2008. That's enough to fill the Van Andel Arena over 300 times.



Total items checked out

In 2009, **6,388,208** items were checked out — **up 10%** from 2008. That's more than 20 items per KDL resident.



Program attendance

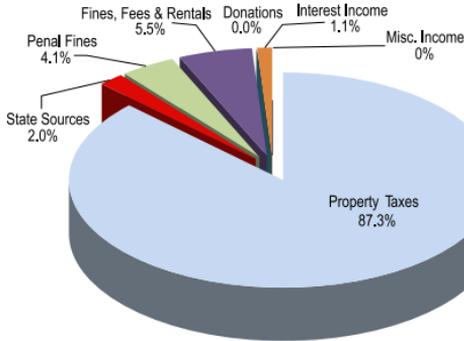
Over **170,000** people attended a KDL program — **up 7%** from 2008. That's more than 3 times the attendance of the West Michigan White Caps' 2009 season.

Compared with 25 public libraries of a similar size across the nation, KDL ranks:

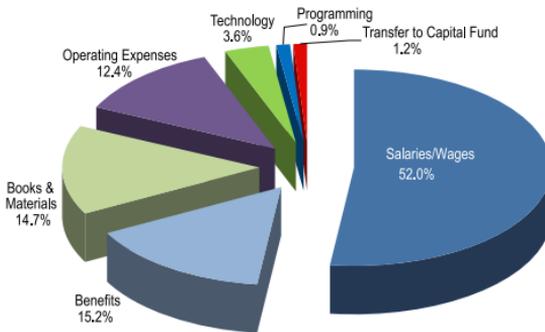
- 2nd in total number of visits
- 3rd in materials borrowed per capita
- 7th in the number of library card holders per population
- 7th in total program attendance



2009 Summary of Financial Information



Revenue	
Property Taxes - Millage (.88mills)	14,199,002
State Sources	326,639
Penal Fines	659,685
Fines, Fees & Rentals	896,553
Donations	110
Interest Income	173,486
Miscellaneous Income	10,404
TOTAL REVENUES	\$16,265,879



Expenditures	
Salaries/Wages	8,554,083
Benefits	2,493,523
Books & Materials	2,424,603
Operating Expenses	2,034,854
Technology (includes ILS & Internet)	597,139
Programming	148,429
Transfer to Capital Fund	200,000
TOTAL EXPENDITURES	\$16,452,630

Fund Balance, Beginning of Year	2,879,577
Excess Revenues over Expenditures	(186,751)
TOTAL FUND BALANCE, End of Year	\$2,692,826

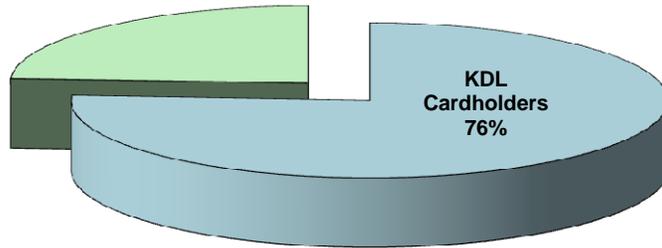
The above numbers have been derived from the 2009 Financial Statements. The complete audited Annual Financial Statements will be available after June 2010.

Wyoming Branch

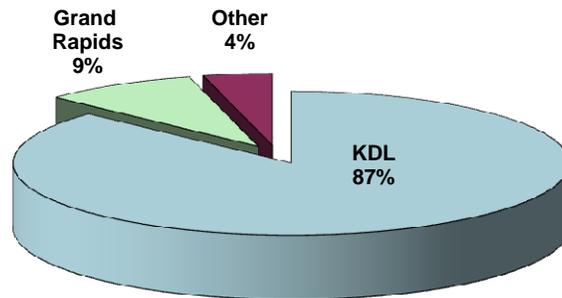
A branch of the Kent District Library

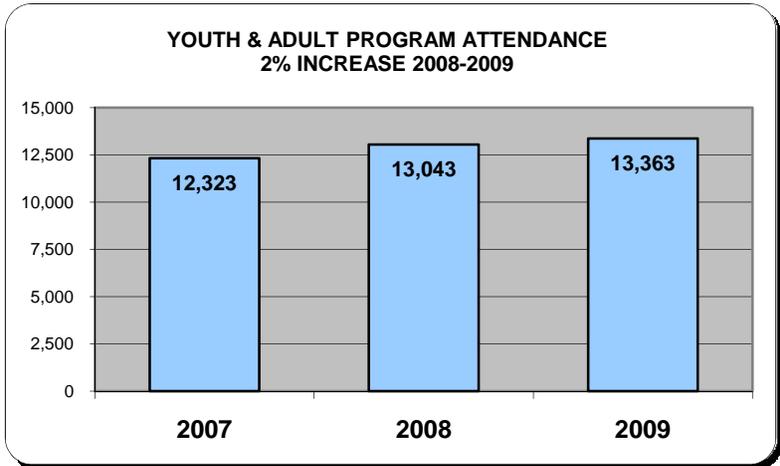
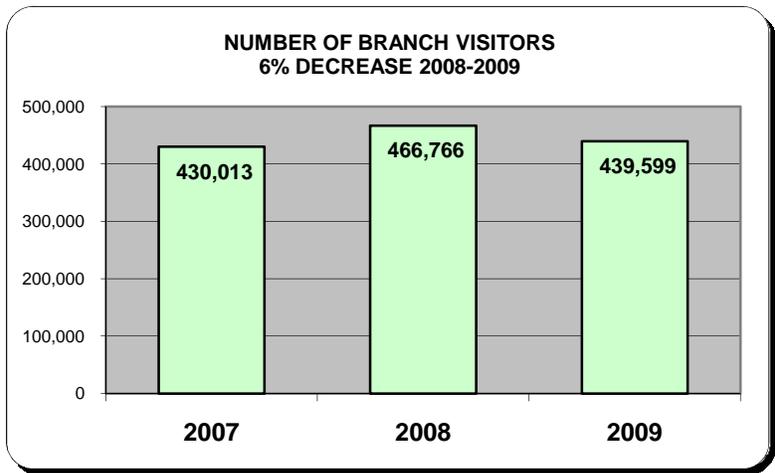
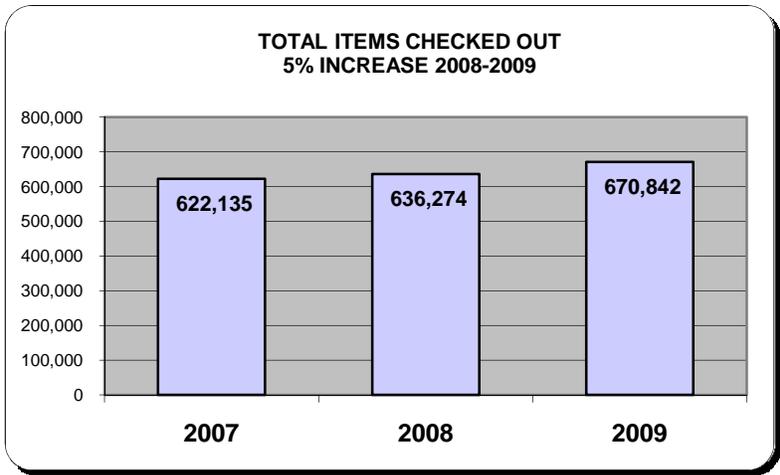
Branch Manager:	Mary Hollinrake
Pop. of Service Area:	69,368
Building Size:	48,950 square feet
Public Computers:	47
Staff:	17.8 FTEs
Open Hours:	61 hours per week

2009 PERCENTAGE OF POPULATION WITH LIBRARY CARDS



2009 BRANCH CHECKOUTS BY RESIDENTS





July 19, 2010

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 10-05:

Subject: Acceptance of Permanent Easement for Sidewalk for 5631 Byron
Center Avenue, S.W. (McDonalds USA LLC)

Councilmembers:

McDonalds USA LLC, owners of 5631 Byron Center Avenue, S.W., have granted
a permanent easement for a public sidewalk.

Grantor:	McDonalds USA LLC
Parent Parcel:	41-17-33-427-043 (for 5631 Byron Center Avenue)
Consideration:	\$10.00

It is recommended that the City Council accept the attached Sidewalk Easement.

Respectfully submitted,

Curtis L. Holt
City Manager

Attachments: Sidewalk Easement

Prepared By:
Dan Marks
McDonald's Corporation
One McDonald's Plaza
Oak Brook, IL 60523

After recording return to:
Amy Wilson
McDonald's Corporation
One McDonald's Plaza
Oak Brook, IL 60523
L/C: 021-1882; File #44368

GRANT OF SIDEWALK EASEMENT

STATE OF MICHIGAN
COUNTY OF KENT

This indenture made on this _____ day of June, 2010, by and between **McDONALD'S USA, LLC, a Delaware limited liability company**, whose mailing address is One McDonald's Plaza, Oak Brook, IL 60523, ("Grantor"); and the **CITY OF WYOMING, a Michigan Municipal Corporation**, whose mailing address is 1155-28th Street, SW, Wyoming, Michigan 49509, ("Grantee"), do hereby mutually covenant:

WHEREAS, Grantor is the owner in fee simple of that certain property (the "Property") described on as follows:

RECORD LEGAL DESCRIPTION (FROM SURVEY)

That part of the SE 1/4, Section 33, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the East 1/4 corner of Section 33; thence S 01 degrees 10' 18"E 310.42 feet along the East line of said SE 1/4; thence N 89 degrees 34' 54" W 50.02 feet to the West line of Byron Center Avenue and the PLACE OF BEGINNING of this description; thence S 01 degrees 10' 18" E 183.38' feet along the West line of Byron Center Avenue; thence S 90 degrees 00' 00" W 274.95 feet; thence N 01 degrees 10' 18" W 217.20 feet; thence S 88 degrees 25' 30" E 72.64 feet; thence S 81 degrees 57' 35" E 190.06 feet; thence S 70 degrees 32' 55" E 15.74 feet to the place of beginning.

PARCEL IDENTIFICATION NUMBER:
41-17-33-427-043

WHEREAS, Grantor is desirous of granting to Grantee, and Grantee is desirous of accepting for public benefit, an easement for construction, maintenance and service of sidewalk on, over, under, above and across a portion of Grantor's Property.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, Grantor does hereby grant unto Grantee, its successors, assigns and legal representatives, a described easement for the purpose of constructing, maintaining and servicing sidewalk and the right of egress and ingress necessary to effectuate the purpose of this easement, on, over, under, above and across a portion of Grantor's Property, which said easement being particularly described on Exhibit A attached and depicted on Exhibit B attached hereto ("Sidewalk Easement")

Grantee hereby covenants and agrees to the following:

1. To keep the Sidewalk Easement in good repair and further agrees to maintain its installations at its sole cost.
2. To perform the construction, repair and maintenance of its installations ("Grantee's Work") in such a manner so as to not unduly disrupt the operation of the McDonald's Restaurant on the Property.
3. To restore the Property, at its sole cost, to the same condition which existed prior to the commencement of Grantee's Work.
4. To indemnify, defend and hold Grantor harmless against any and all claims, liability and costs (including, but not limited to reasonable attorneys' fees and costs) for any and all inquiries to persons and for any and all damage to property occurring as a result of Grantee's failure to safely and properly maintain its installations within the Sidewalk Easement on the Property.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hand and seals.

GRANTOR:
McDONALD'S USA, LLC,
a Delaware limited liability company

ATTEST:

Timothy J. Slattery
Signature
Timothy J. Slattery
(Print or type full name) Senior Counsel

Daniel Marks
Signature
Daniel Marks, Counsel
(Print Name & Title)

The foregoing instrument was acknowledged and executed before me on this 15 day of June, 2010, by Timothy J. Slattery & Daniel Marks for McDonald's USA, LLC, a Delaware limited liability company.

Personally Known
 Produced Identification: _____



Teresa Cook
Notary Public
My Commission Expires 9-24-2011

GRANTEE:
CITY OF WYOMING
a Michigan municipal corporation

ATTEST:

Signature
(Print or type full name)

Signature
(Print Name & Title)

The foregoing instrument was acknowledged and executed before me on this _____ day of _____, 2010, by _____ for City of * _____, Michigan.

Personally Known
 Produced Identification: _____

Notary Public
My Commission Expires _____

APPROVED AS TO FORM:
Jade Shute

EXHIBIT A

SIDEWALK EASEMENT A:

An easement for sidewalk purposes in that part of the Southeast 1/4 of Section 33, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the East 1/4 corner of Section 33; thence South 01°10'18" East 310.42 feet along the East line of said Section 33; thence North 89°34'54" West 50.02 feet to a point on the west right of way line of Byron Center Avenue (100 feet wide) for the PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 01°10'18" East 42.21 feet along said west right of way line; thence North 20°55'58" West 51.19 feet; thence South 81°57'35" East 2.61 feet; thence South 70°32'55" East 15.74 feet to the place of beginning.

AND

SIDEWALK EASEMENT B:

An easement for sidewalk purposes in that part of the Southeast 1/4 of Section 33, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the East 1/4 corner of Section 33; thence South 01°10'18" East 310.42 feet along the East line of said Section 33; thence North 89°34'54" West 50.02 feet to a point on the west right of way line of Byron Center Avenue (100 feet wide); thence South 01°10'18" East 183.38 feet along said west right of way line to the PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 90°00'00" West 7.65 feet; thence North 11°29'17" East 34.90 feet to the west right of way line of Byron Center Avenue; thence South 01°10'18" East 34.21 feet along said west right of way line to the place of beginning.

CITY OF WYOMING BUDGET AMENDMENT

Date: July 19, 2010

DDA Budget Amendment No. 001

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$15,170 of budget authority to provide budget for the DDA's portion of the 2010-2011 City Administrative Service Fee.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
Administrative Fee	\$0	\$15,170	\$0	\$15,170
Fund Balance/Working Capital				\$ 15,170

Recommended: _____
Treasurer

Director of Wyoming DDA

Motion by Councilmember _____, seconded by Councilmember _____ that the DDA's A1General 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

07/19/10
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE TRANSFER OF
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES FROM
FARMLAND DAIRIES, LLC TO SCHROEDER MILK CO., INC.

WHEREAS, the City established Industrial Development District No. 159, established by Resolution Number 13784 on September 16, 1991, and

WHEREAS, the City of Wyoming, on June 4, 2001, approved Industrial Facilities Exemption Certificate now identified as IFT No. 2001-227 for Farmland Dairies, LLC, for \$11,500,000 for personal property for twelve (12) years, expiring December 30, 2013, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974, as amended, and

WHEREAS, the City of Wyoming, on January 7, 2008, also approved Industrial Facilities Exemption Certificate now identified as IFT No. 2008-103 for Farmland Dairies, LLC, for \$2,204,000 for personal property for twelve (12) years, expiring December 30, 2019, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974, as amended, and

WHEREAS, Section 21 of Public Act 198 of 1974, as amended, allows for the transfer of Industrial Facilities Exemption Certificates with the approval of the local governmental unit, and

WHEREAS, Farmland Dairies, LLC, is no longer the owner of the facility at 5252 Clay Avenue SW, Wyoming, MI and Schroeder Milk Co., Inc. is now the owner of the facility located within Industrial Development District No. 159, and

WHEREAS, Schroeder Milk Co., Inc. is requesting the transfer of the existing personal property components of IFT No. 2001-227 and IFT No. 2008-103, which expire on December 30, 2013, and December 30, 2019, respectively, and have original project investments of \$13,704,850, and

WHEREAS, staff has reviewed this request and recommends the City Council approve the transfer of the personal property components of IFT No. 2001-227 and IFT No. 2008-103 to Schroeder Milk Co., Inc., and

WHEREAS, Public Act 198 requires the City to hold a public hearing on the approval of the transfer; now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby set the date of August 2, 2010, at 7:01 p.m. for a public hearing on whether to approve the transfer of the personal property component of IFT No. 2001-227 and IFT No. 2009-103 from Farmland Dairies, LLC, to Schroeder Milk Co., Inc.

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 19th day of August, 2010.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE
TRAFFIC CONTROL ORDER NO. 3.04-10

WHEREAS, Traffic Control Order No. 3.04-10 as set forth in exhibit attached hereto and made a part of this Resolution, has been proposed in the City of Wyoming, and

WHEREAS, 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 Order should be approved by the City Council as permanent; now, therefore,

BE IT RESOLVED that such final approval be and is hereby granted that the aforesaid Traffic Control Order No. 3.04-10 be made a permanent part of the Traffic Control Order Files of 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 _____ session held on the _____ day of _____, 2010.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachments

Resolution No. _____



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

July 19, 2010

**PERMANENT
TRAFFIC CONTROL ORDER NO. 3.04-10**

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 Avenue SW, in the cul-de-sac at the south end of south of 36th Street SW

2. REGULATION:

No Parking Anytime

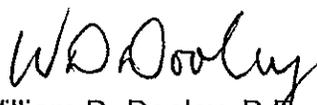
3. SIGNS:

"No Parking" with appropriate arrows

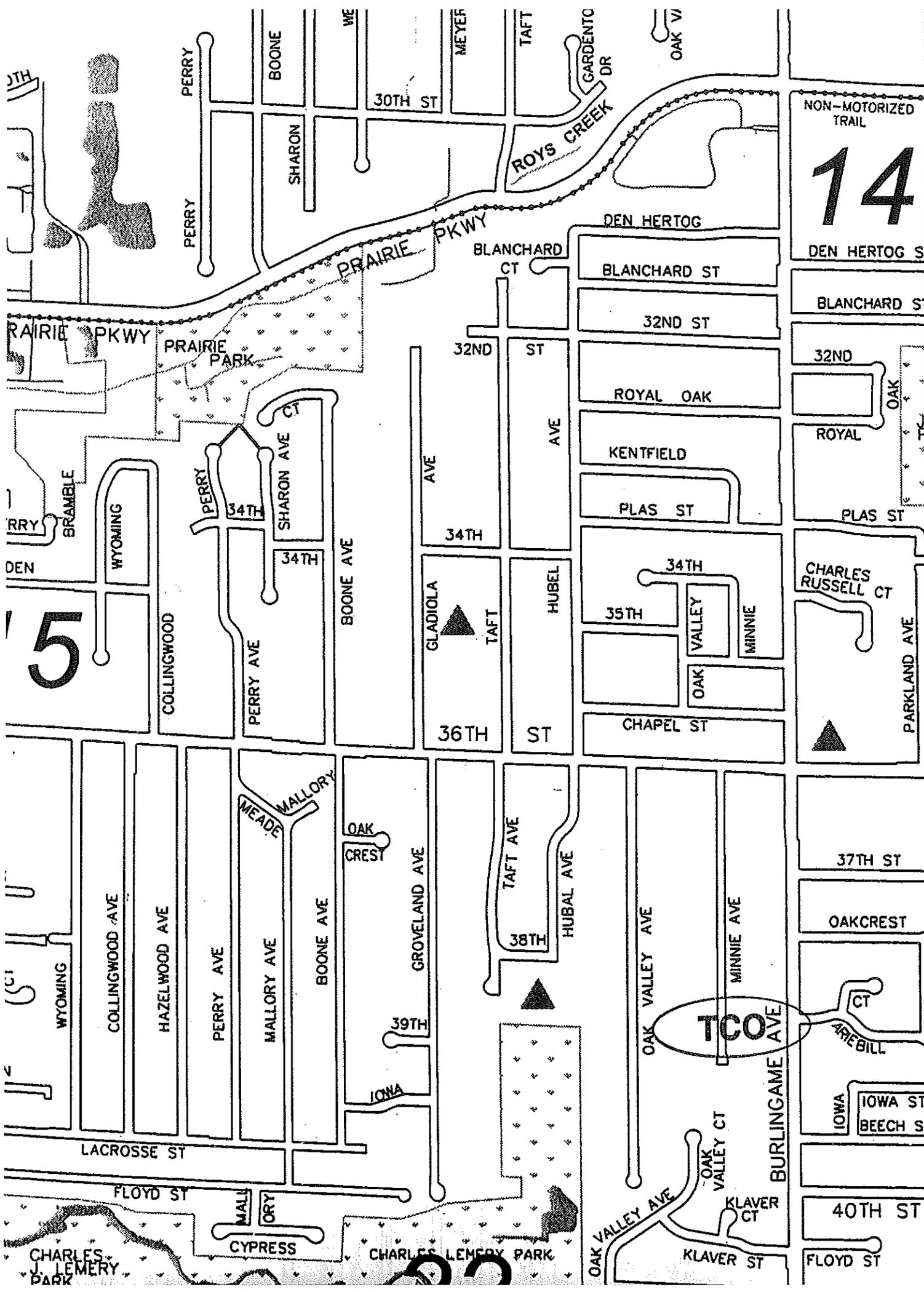
4. EFFECTIVE:

Immediately

Authority,


William D. Dooley, P.E.
Traffic Engineer

WDD:kh
cc: Police Dept



NON-MOTORIZED TRAIL

14

DEN HERTO G S

BLANCHARD S

32ND

ROYAL

PLAS ST

CHARLES RUSSELL CT

PARKLAND AVE

37TH ST

OAKCREST

IOWA ST
BEECH S

40TH ST

FLOYD ST

3

3

4

5

07/19/10
Manager/KV

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A NEW PERSONAL PROPERTY
EXEMPTION APPLICATION AND TO APPROVE A PROPERTY TAX
EXEMPTION AGREEMENT FOR GORDON FOOD SERVICE, INC.

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

WHEREAS, Gordon Food Service, Inc., an office operations eligible business under Act 328, has filed an application for Exemption of New Personal Property; and

WHEREAS, Gordon Food Service intends to acquire and install new personal property at its facility located at 584 50th Street SW, 460 50th Street SW, 650 50th Street SW and 651 50th Street SW, in the City, said facility being located within an “eligible district” as defined in subsection 7(e) of Act 328; and

WHEREAS, the Wyoming City Council has determined that the acquisition and installation of new personal property by Gordon Food Service at its facility in the City will reduce unemployment, promote economic growth, and increase capital investment in the City; and

WHEREAS, before acting on Gordon Food Service’s application, the Wyoming City Council held a public hearing on July 6, 2010, at Wyoming City Hall, at which a representative of Gordon Food Service, the City Assessor and representatives of the effected taxing jurisdictions were given written notice and were afforded an opportunity to be heard; and

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

Now, therefore, be it resolved as follows:

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

2. The Application for Exemption of New Personal Property filed by Gordon Food Service, Inc. and dated June 25, 2010, for new personal property installed at 584 50th Street SW, 460 50th Street SW, 650 50th Street SW and 651 50th Street SW in the City of Wyoming by December 31, 2011, is hereby approved for a period of three years, subject to the terms and conditions of the Agreement.

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

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

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

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

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 19th day of July, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

PROPERTY TAX EXEMPTION AGREEMENT

This Property Tax Exemption Agreement is made as of _____, 2010, by the City of Wyoming, a Michigan municipal corporation, the principal business address of which is 1155 28th Street, SW, PO Box 905, Wyoming, MI 49509-0905 (the "**City**") and Gordon Food Service, Inc., a Michigan corporation, the principal business address of which is 420 50th Street SW, PO Box 1787, Grand Rapids, Michigan, 49501 ("**GFS**").

RECITALS

- A. GFS desires to locate a new office building at 584 50th Street SW, 460 50th Street SW, 650 50th Street SW and 651 50th Street SW, in the City (the "**GFS Site**") and to install furniture, fixtures and equipment at the GFS Site (the "**Personal Property**") beginning after July 19, 2010 with completion anticipated by December 31, 2011.
- B. The Personal Property is anticipated to cost at least \$3 million and GFS anticipates to provide 175 new full-time equivalent jobs, and to retain up to 50 jobs, at the GFS Site (the "**GFS Jobs**").
- C. GFS has applied for an exemption of personal property taxes on the Personal Property pursuant to 1998 P.A. 328, as amended, MCL 211.9f ("**Act 328**").
- D. For the reasons provided above, the City is amenable to granting a tax exemption on the Personal Property, but seeks assurance that the anticipated GFS investment and job growth occurs.

TERMS AND CONDITIONS

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

1. GFS's Acknowledgements, Representations and Covenants. On or about June 25, 2010, GFS filed with the City an "Application for Exemption of New Personal Property," Michigan Department of Treasury Form 3427 (Rev. 5-06), seeking, pursuant to Act 328, an exemption of all personal property taxes that would otherwise be levied against the Personal Property (the "**Application**"). The City Council's approval of the Application at its special meeting of July 19, 2010, was based in significant part on each of the following representations and covenants such that, if GFS had not made each of them, the City Council would not have approved the Application.
 - a. GFS expects to invest at least \$3 million in acquiring and installing the Personal Property within the GFS Site.
 - b. GFS expects GFS Jobs to include at least 175 full-time equivalent jobs
 - c. GFS expects that all of the Personal Property and all of the GFS Jobs will remain at the GFS Site for not less than 30 years.
2. Annual Certification and Record Keeping.
 - a. GFS will file a separate personal property statement in the form required under Michigan law for all Personal Property for each year that the exemption is in effect. These statements will be filed no later than February 20 following each year of the exemption.

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

c. No later than February 20 following each year that the exemption is in effect, GFS will file an annual letter certifying as of the previous December 31 the number of full-time equivalent jobs at the GFS Site and an indication of the annual pay range (without revealing confidential information). The first letter will be due on February 20, 2012, and the last one will be due on February 20 following the year in which the exemption expires or is terminated. Each letter shall include a certification that its contents are true to the best knowledge of the person signing the letter.

3. Term, Termination and Extension.

a. Except as otherwise provided in this Section, this Agreement shall terminate two years after the last day the exemption is effective, on December 31, 2016.

b. The City Council may revoke the exemption if it determines that the Personal Property is not installed by December 31, 2011 or if GFS has failed to meet the employment goals as provided in this Agreement.

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

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

4. Miscellaneous.

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

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

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

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

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

e. Notices shall be made by personal delivery or by FED EX, UPS or some other delivery service that provides notification to the sender of the delivery date and time sent to the address first given above or such other address as is provided by notice to the other party. If made to the City, notice shall be addressed to the City Manager with a copy to the City Clerk. If made to GFS, it shall be addressed to Jeff Maddox, Chief Financial Officer, Gordon Food Service, Inc., 420 50th Street SW, PO Box 1787, Grand Rapids, MI 49501.

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

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

CITY OF WYOMING

GORDON FOOD SERVICE, INC.

By: _____
Jack A. Poll, Mayor

By: _____
Its _____

By: _____
Heidi Isakson, City Clerk

Scott Smith, Special Legal Counsel

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID
FOR BULK PICK-UP & DISPOSAL OF LEAVES (2010-2013)

WHEREAS, the City maintains a yard waste drop-off site for it's residents, and

WHEREAS, a substantial portion of said yard waste are leaves, which must be disposed of,
and

WHEREAS, on June 29, 2010, the City received three bids for the bulk pick-up and disposal
of leaves project for three-year, and

WHEREAS, Spurt Industries, LLC submitted the low bid as follows:

	<u>Estimated Qty.</u>	<u>Unit Price</u>	<u>Estimated Total</u>
FY 2010/2011	8,500 Tons	\$13.22/Ton	\$112,370.00
FY 2011/2012	9,000 Tons	\$13.75/Ton	\$123,750.00
FY 2012/2013	9,500 Tons	\$14.30/Ton	\$135,850.00

WHEREAS, sufficient funds have been appropriated in the Yard Waste Disposal Account
#230-441-44300-956000; now, therefore,

BE IT RESOLVED that the Wyoming City Council awards the three year bid to Spurt
Industries, LLC for the Bulk Pick-Up & Disposal of Leaves from the Public Works' Yard Waste
Facility.

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

MEMORANDUM

DATE: July 12, 2010

TO: Mayor and City Council

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

SUBJECT: Award of Bid for Bulk Pick-Up & Disposal of Leaves (2010 – 2013)

On Tuesday, June 29, 2010, the City received three (3) bids for the pick-up and disposal of leaves from the Public Works' Yard Waste Facility. An invitation to bid was sent to five (5) prospective bidders. A tabulation of the bids is shown below.

<i>Fiscal Year</i>	<i>Estimated Quantity (in Tons)</i>	<i>Spurt Industries</i>		<i>Rusches Trucking</i>		<i>Michigan Wood Fibers</i>	
		<i>Unit Price</i>	<i>Estimated Total Cost</i>	<i>Unit Price</i>	<i>Estimated Total Cost</i>	<i>Unit Price</i>	<i>Estimated Total Cost</i>
2010/2011	8,500	\$13.22	\$112,370.00	\$14.59	\$124,015.00	\$16.40	\$139,400.00
2011/2012	9,000	\$13.75	\$123,750.00	\$15.05	\$135,450.00	\$16.85	\$151,650.00
2012/2013	9,500	\$14.30	\$135,850.00	\$15.45	\$146,775.00	\$17.50	\$166,250.00

The Bulk Pick-Up & Disposal of Leaves project consists of the pick-up and disposal of leaves the residents of Wyoming drop off at the Public Works' Yard Waste Facility. It is recommended that the bid be awarded for three years to the lowest bidder, Spurt Industries LLC, in the total estimated amount of \$371,970.00 for three years.

Sufficient funds have been budgeted in the Yard Waste Disposal Account #230-441-44300-956000.

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID
FOR GRINDING & DISPOSAL OF BRUSH (2010-2013)

WHEREAS, the City maintains a yard waste drop-off site for it's residents, and

WHEREAS, a substantial portion of said yard waste is wooden product and brush, which requires grinding and disposal, and

WHEREAS, on June 29, 2010, the City received three bids for the grinding and disposal of brush for three-years, and

WHEREAS, Big Chipper, Inc. submitted the low bid as follows:

	<u>Estimated Qty.</u>	<u>Unit Price</u>	<u>Estimated Total</u>
FY 2010/2011	14,000 Yards	.95/Yd.	\$13,300.00
FY 2011/2012	14,500 Yards	.95/Yd.	\$13,775.00
FY 2012/2013	15,000 Yards	.95/Yd.	\$14,250.00

WHEREAS, sufficient funds have been appropriated in the Yard Waste Disposal Account #230-441-44300-956000; now, therefore,

BE IT RESOLVED that the Wyoming City Council awards the three year bid to Big Chipper, Inc. for the Grinding and Disposal of Brush from the Public Works' Yard Waste Facility.

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

MEMORANDUM

DATE: July 12, 2010

TO: Mayor and City Council

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

SUBJECT: Award of Bid for Grinding & Disposal of Brush (2010 – 2013)

On Tuesday, June 29, 2010, the City received three (3) bids for the grinding and disposal of brush from the Public Works' Yard Waste Facility. An invitation to bid was sent to five (5) prospective bidders. A tabulation of the bids is shown below.

<i>Fiscal Year</i>	<i>Estimated Quantity (in Yards)</i>	<i>Big Chipper, Inc.</i>		<i>Michigan Wood Fibers</i>		<i>Kamps</i>	
		<i>Unit Price</i>	<i>Estimated Total Cost</i>	<i>Unit Price</i>	<i>Estimated Total Cost</i>	<i>Unit Price</i>	<i>Estimated Total Cost</i>
2010/2011	14,000	\$0.95	\$13,300.00	\$1.58	\$22,120.00	\$2.00	\$28,000.00
2011/2012	14,500	\$0.95	\$13,775.00	\$1.78	\$25,810.00	\$2.00	\$29,000.00
2012/2013	15,000	\$0.95	\$14,250.00	\$1.98	\$29,700.00	\$2.00	\$30,000.00

The Grinding & Disposal of Brush project consists of grinding, hauling, and disposing of wooden yard waste the residents of Wyoming drop off at the Public Works' Yard Waste Facility. It is recommended that the bid be awarded for three-years to the lowest bidder, Big Chipper, Inc., in the total estimated amount of \$41,325.00 for three years.

Sufficient funds have been budgeted in the Yard Waste Disposal Account #230-441-44300-956000.

7/19/10
WSZ

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE ADDITIONAL EMERGENCY REPAIRS
OF THE FUEL SYSTEM AT THE PUBLIC WORKS FACILITY

WHEREAS, on June 7, 2010, the City Council approved the Emergency Repairs of the fuel system at the Public Works Facility, and

WHEREAS, Gillhespy, Inc. discovered additional problems with the fuel system while making the originally approved repairs, and

WHEREAS, Gillhespy, Inc., has submitted a quote for the additional repairs of the fuel system at a cost of \$6,000.00, and

WHEREAS, sufficient funds are available for the additional emergency repair in the Motor Pool Building Fund Account 661 441 58300 930000; now, therefore

BE IT RESOLVED that the City Council authorizes the additional emergency repairs of the fuel system by Gillhespy, Inc., in the amount of \$6,000.00.

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

Motion carried: _____ Yeas, _____ Nays.

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

Heidi Isakson
City Clerk

Resolution No. _____

MEMORANDUM

DATE: July 13, 2010
TO: Mayor and City Council
FROM: W. Scott Zastrow, Assistant Director of Public Works
SUBJECT: Additional Emergency Repairs - Motor Pool Fuel Island

On June 7, 2010, the City Council approved the emergency repairs of the City's fuel island at the Public Works facility. Gillhespy, Inc. was contracted to repair the electrical supply system, sump pumps, and product lines. While completing the aforementioned repairs, Gillhespy, Inc. discovered the filler pipes and tank level monitoring system had to be repaired also.

The additional repairs will cost \$6,000. The total cost of the repairs to the fuel island is \$41,998.

The repairs are estimated to be completed by June 15, 2010, allowing the City fleet to resume the use of the City's fuel island. Using the City's fuel island will save the City approximately \$0.75 per gallon compared to purchasing the same fuel from a local vendor.

It is recommended that the City Council approve the additional emergency repairs.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE UPGRADE OF
THE CITY'S FLEET COMPUTER SYSTEM

WHEREAS, as detailed in the attached memorandums, the City's Assistant Director of Public Works/Maintenance recommends upgrading the current fleet equipment maintenance management system and the City's Information Technology Department supports this request, and

WHEREAS, AssetWorks provided the City with the attached quotation to complete the necessary upgrade of the system and the quotation was found to be acceptable, and

WHEREAS, funds for the purchase of software, hardware components and maintenance agreement associated with the upgrade are budgeted in Motor Pool Equipment Operations account number 661-441-58200-806000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the upgrade of the City's Fleet Computer System and authorizes the City Manager to acknowledge acceptance of the maintenance agreement and future maintenance agreements for this system in accordance with budget authorization, 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: Memorandums (2)
Quote

Heidi Isakson
Wyoming City Clerk

MEMORANDUM

DATE: June 28, 2010

TO: Curtis Holt, City Manager

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

SUBJECT: Upgrade of FleetAnywhere Software

The City of Wyoming operates a fleet of equipment under the supervision of the Motor Pool within the Public Works Department. For the last eight years, Motor Pool has been attempting to reduce the operating cost to the users, become more accountable to the users, and provide more service options. If the Motor Pool is going to continue to make improvements, the Motor Pool needs to upgrade the database management software.

Motor Pool has made reductions in the operating cost by reducing the number of fulltime employees from ten employees to five employees. Motor Pool has also been preparing and submitting monthly reports to each department regarding each department's actual use. With the monthly reports, Motor Pool changed from billing Department's on a flat rate system to an actual monthly usage rate system.

In order to monitor and record the service provided by Motor Pool, the Motor Pool has utilized FleetFocus FleetAnywhere software from the Asset Works Fleet System, Incorporated. The FleetAnywhere software is utilized to plan maintenance and record repairs to the City's fleet of equipment. Although the FleetAnywhere software has been maintained, the FleetAnywhere software has not been upgraded since the software was purchase in the early 1990's.

The Information Technology Department and the Motor Pool have met as a team and discussed the needs of the Motor Pool. The team determined that to assist the Motor Pool in achieving their goals, the FleetAnywhere software needs to be upgraded in the following areas:

- Upgrade the external user group interface
- Upgrade the internal user group interface
- Upgrade the inventory system

AssetWorks, the software provider, has reviewed the Motor Pool needs. AssetWorks has identified five modules that need to be provided and installed in order to meet the needs of the Motor Pool. The upgrades take the current FleetAnywhere system from a workstation/Intranet based system to a Web/Internet based system.

The first module is the Reporting module that will provide at least 125 prepared reports and allow for the customization of those reports. The Reporting module will provide the users with ways to better identify where they are spending money related to their equipment/fleet use. The Reporting module will also provide the Motor Pool with methods to track labor and equipment productivity and efficiency, and identify the appropriate inventory volumes base upon usage.

The second module is the Customer Access module that will allow the users to access the repair history, work orders, scheduling, and financial information related to their equipment. The Customer Access module will provide the users with the opportunity to request and monitor repairs through the system.

The third module is the Shop Activity module that will provide the Motor Pool with improved ways to schedule repairs, organize the shops utilization of available personnel hours, and provide improved accountability of the shop's billing. The Shop Activity module in conjunction with the Customer Access module will allow the users to schedule their own repairs online at their convenience and based upon the shop's schedule. With the reduced workforce in the Motor Pool, scheduling work has become critical to staying on task and maintaining priorities. The Shop Activity module will provide an electronic time card system that will assist the mechanics in accounting for their hours of direct and indirect labor. The long term goal is to integrate a link between the City's finance system and the FleetAnywhere system to automatically complete payroll.

The fourth module is the Enterprise Portal module that will provide improved inventory management. The Enterprise Portal module is designed to track and offer information regarding the need to maintain a minimum level of inventory. The Enterprise Portal module will allow the Motor Pool to participate in part supplier systems thus providing for "just in time" part purchases; therefore, reducing the City's inventory. This Enterprise Portal module will incorporate bar-coding into the parts inventory system thus reducing the data entry required of the inventory staff and reducing the potential of data entry errors.

The fifth module is the Notification module that will provide the Motor Pool with the ability to inform users of important information regarding their equipment. The notifications will include the need of an oil change, regular service, scheduled appointments, and that a piece of equipment is ready for pick-up. The notification will be provided automatically via the City's e-mail system.

AssetWorks is the developer of the FleetAnywhere software. AssetWorks is the sole source for providing upgrades to the FleetAnywhere software.

Funds in the amount of \$58,000 are budgeted in Motor Pool Fund Professional Services, 661-441-58200-801000 and Software Services, 661-441-58200-806000 in the 2010-2011 fiscal year for upgrading the FleetAnywhere software. AssetWorks has provided a quote of \$39,560 for furnishing and installing the software and providing training. The quote is good until July 31, 2010.

In addition, AssetWorks will be upgrading the Bar Coding equipment which will require the purchase of additional hardware from another source at an estimated cost of \$1,575.

Information Technology Department

Telephone (616) 261-3524

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

Web: www.wyomingmi.gov

TO: Ted Seil, Motor Pool Supervisor

FROM: Gail Sheppard, Director of Information Technology

DATE: June 22, 2010

SUBJECT: AssetWorks / FleetFocus Software

The following information is being provided to address the purchase of the FleetFocus FASuite software and maintenance for the Public Works Department - Motor Pool.

The Motor Pool division purchased FleetFocus (an Oracle application) from Maximus Corporation in the 1990's as FleetAnywhere. The Information Technology Department began supporting the application and applying annual updates in 1999. Then in 2005, IT worked with Maximus to convert the FA application from the Oracle platform/server to a Microsoft SQL platform/server. The dedicated Oracle server was retired and the application currently shares a server with several other City applications. Since then the IT department has loaded program updates for AssetWorks (formally Maximus) on an as requested basis.

The FleetFocus FASuite software/hardware has been reviewed and discussed by Information Technology and Motor Pool personnel. FleetFocus FASuite is a comprehensive, Internet-enabled, Microsoft Internet Explorer/Windows-based Fleet Equipment maintenance management system. It is capable of tracking an unlimited number of equipment units and supporting an unlimited number of workstations from any number of locations. FleetFocus tracks all functions related to the maintenance of equipment, including processing repair and PM work orders, tracking operating expenses such as for fuel, oil, and licensing, and tracking and billing for equipment usage. The upgrade will also provide functionality related to shop scheduling, replacement analysis and equipment planning.

IT personnel are committed to assisting the Motor Pool division in upgrading/implementing the FleetFocus FASuite software and hardware. IT upgraded FleetFocus (FA) to version 6.2.1 on June 8, 2010 in preparation for the InfoCenter installation. The IT department will move some of our physical servers to virtuals and will decommission some unneeded applications to accommodate the upgrade without having to purchase any new servers for this project.

Funding (\$41,135) is available for the purchase of the AssetWorks FleetFocus (FA) software/maintenance, implementation services and hardware from Motor Pool / Public Works / Equipment Operations #661-441-58200-806.000.

Thank you,

Cc: Kim Oostindie, Human Resources Supervisor
Tim Smith, Finance Director
Paul Gerndt, IT Supervisor
Ann Patterson, IT Supervisor



Budgetary Quote

16-Jun-10

To: Ted Seil
 City of Wyoming
SeilT@wyomingmi.gov
From: Barry Johnson (952) 451-0435
 AssetWorks

RE: AssetWorks Fleet Software
 Pricing valid through: 14-Oct-10

Item	Qty	Unit Price	Extension	TOTAL
SOFTWARE- FASUITE				
FleetFocusFA, licensed by vehicle equipment units	500			Unlimited Users
Replacement Analysis, percentage of base pricing			Included at no charge	
Equipment Planning, percentage of base pricing			Included at no charge	
<i>Equipment Planning Purchase includes the IC Equipment Planning Portal</i>				
InfoCenter Web Applications:				
Reporting	1	\$ 2,400	\$ 2,400	
Shop Activity Portal	1	\$ 3,600	\$ 3,600	
Customer Access	1	\$ 2,400	\$ 2,400	
Enterprise Portal	1	\$ 4,800	\$ 4,800	
Notifications Module	1	\$ 2,400	\$ 2,400	
Price Per Vehicle	500	\$ 31	Subtotal \$	15,600
Discount for Order by 07/31/10		20%	\$	(3,120)
3rd Party Software:				
Crystal XI RAS, OEM Embedded 1/2 CPU	1	\$ 2,500	\$ 2,500	Server License and 1 writer
Crystal XI, OEM Embedded, additional report writer	1	\$ 400	\$ 400	per report writer
			Subtotal \$	2,900
SOFTWARE MAINTENANCE				
Annual Maintenance & Support				
<i>Additional maintenance that will be added to existing maintenance fees upon next renewal.</i>				\$ 3,700
Software Total			\$	19,080
Budgetary Estimate of Services (See attached breakdown of costs)			\$	20,480
Software and Services Grand Total			\$	39,560



Implementation Services Quote

Valid Through: September 14, 2010

City of Wyoming, MI

AssetWorks InfoCenter Project Plan		Hours	Cost
A	Baseline Implementation Services		
A.1	Project Management and Support	8 \$	1,600
A.2	Hardware Procurement and Installation	- \$	-
A.3	Software Installation	8 \$	1,480
A.4	Technical Configuration Services	24 \$	4,800
A.5	Training Delivery	24 \$	4,800
A.6	Post-Implementation Support	24 \$	4,800
Estimated Services Subtotal		88 \$	17,480
Estimated Travel Expenses		\$	3,000
Estimated Implementation Total		88 \$	20,480

RESOLUTION NO. _____

RESOLUTION TO AMEND THE SCOPE OF WORK IN THE AGREEMENT
BETWEEN THE CITY OF WYOMING AND BLACK & VEATCH FOR
PROFESSIONAL CONSULTING ENGINEERING SERVICES RELATED TO THE
EXPANSION OF THE WATER AND WASTEWATER FACILITIES

WHEREAS, on June 18, 2001, the City of Wyoming entered into an agreement with Black & Veatch for professional consulting services for the expansion of the City's water and wastewater treatment facilities, and

WHEREAS, as detailed in the attached memorandum from the City's Water Treatment Plant Superintendent, on February 19, 2007 the contract was amended to authorize the construction phase services for the water plant phase 1B project, and

WHEREAS, Black & Veatch has requested an amendment to the fees for the construction phase services due to unanticipated conditions listed in the attached letter dated June 16, 2010, and

WHEREAS, the cost of the amendment to the Black & Veatch Contract in the amount of \$344,962 will be charged to the 1B contingency, now therefore

BE IT RESOLVED, that the Mayor and City Clerk does hereby authorize the amendment to the contract with Black & Veatch as detailed in the attachments.

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 Isakson
Wyoming City Clerk

Attachments: Memorandum
Letter

Resolution No. _____

Memorandum

To: Curtis Holt, City Manager
From: Gerald Caron, Superintendent
Date: July 1, 2010
Re: Amendment to Black & Veatch Contract

As you are aware, on June 18, 2001, the City of Wyoming entered into an agreement with Black & Veatch, LTD of Detroit for professional consulting services for the expansion of the water and waste water facilities. On February 19, 2007, the contract was amended to authorize the construction phase services for the water plant phase 1B project. The amount of the amendment for construction phase services was \$3,700,000. Black & Veatch has requested an amendment to the fees for the construction phase services due to unanticipated conditions listed in the attached memo dated June 16, 2010. The requested amount of the amendment is \$344,962.

The factors that are causing the increase in cost for engineering services as listed in the memo are a 5-month extension of time that the contractor will need for substantial completion of the project. In addition, extra effort was required by Black & Veatch to work with the contractor in achieving milestone A on the south treatment facility.

Black & Veatch has also incurred additional expenses due to concrete beam reinforcing steel installation issues, centrifuge performance testing issues, and change order number one coordination issues. The total change amount represents a 9.3 percent increase in the contracted amount for the construction phase services.

In conclusion, I recommend that the City Council authorize the amendment to the Black & Veatch contract in the amount of \$344,962 for a total amount of \$4,044,962 for phase 1B construction phase services. The funding for this cost would be taken from the 1B contingency.

cc: Bill Dooley

Wyoming, Michigan
Donald K. Shine Water Treatment Plant
Phase IB Expansion

B&V Project 145727
B&V File G-1.1
June 16, 2010

Mr. Gerald Caron, Superintendent
Wyoming Water Treatment Plant
16700 New Holland Street
Holland, Michigan 49424

Subject: Request for Amendment – Construction
Phase Services for Phase IB Expansion
Project

Dear Jerry:

As we have discussed over the course of recent months and as noted in our monthly progress reports, our level of effort for the construction phase services on the Phase IB Expansion project has been impacted beyond our currently authorized scope of services. Specifically, the following events and/or unanticipated conditions have had the greatest impact on our required level of effort:

- The Contractor's schedule has been extended beyond original contract completion dates. Substantial completion has been extended approximately five months beyond original contract dates as a result of the mediation agreement related to the earth anchor scope changes and required coordination work and changes related to underground conditions in the area north of the existing building. The date for final completion has been extended as well. This extended duration of the construction schedule results in an extended on site time of our field personnel as well as extended duration of related staff associated with additional progress meetings and continuing attention to construction coordination, issues review and resolution, etc. For non-field staff, this also reflects the additional effort required to address the unanticipated differing underground conditions in the area north of the Main Building, including the presence of unidentified structures underground and conflicts of new pile locations with differing locations of existing underground facilities.
- Contractor's failure to achieve Milestone A (substantial completion of the South Treatment Facility) within contracted dates, resulting in a higher level of effort for continued attention to these requirements for the extended duration until Milestone A is achieved. As of the date of this letter the Contractor has not yet attained Milestone A, currently contracted to be achieved as of July 9, 2009, and it is anticipated this milestone may be contractually met by about mid-July 2010. The additional efforts include continued attention to identification and troubleshooting equipment and system operational performance issues, tracking and notification of issues for Contractor attention and review by the City, and additional trips to the site by our operational specialists. Whereas the attainment of Milestone A by the Contractor would result in a reduced level of effort associated with lesser required attention to the South Treatment Facility, the ability to realize this reduced effort has been delayed by about twelve months.

Wyoming, Michigan
Mr. Gerald Caron

B&V Project 145727
June 16, 2010

In addition, several other lesser items have had impact on our level of effort beyond the basis of our originally authorized scope of services:

- South Treatment Facility concrete roof beam reinforcing steel installation issues – B&V Structural Engineer review of Contractor's proposed remediation of concrete roof beam steel installation (stirrups not installed per Contract Drawings), including review and comment on Contractor proposed corrective actions, and recommendations for requirements for acceptable corrective actions. These actual costs were documented in the September 8, 2008 Notice of Contractor Cost Responsibility, however, were eventually waived as Contractor responsibility by the City as part of mediation agreement.
- Centrifuge performance test failure and subsequent retest – B&V operational specialist costs associated with return site visit for additional centrifuge testing after initially failed tests. These actual costs were documented in the October 7, 2009 Notice of Contractor Cost Responsibility, and have been credited back to the City through the construction Contract as required by the Contract Documents.
- Change Order No. 1 additional coordination – Change Order No. 1 was developed to reduce approximately \$11M of construction cost from the project and was done in an expedited manner in order to ensure viability of a contract award as opposed to the option of cancelling the bid and proceeding with an extended period of project scope review, redesign, and rebidding. Although it was anticipated that continuing coordination efforts would be needed for the details of the deleted and modified construction scope, the level of this coordination greatly exceeded what was anticipated at the time of authorization of our originally scope of services. Much of this coordination work is related to the changes made at the Main Building related to structural and architectural detailing of the changes, as well as previously unidentified process impacts related to the deletion of the backwash clarification process and retention of the upflow clarifiers.

Lastly, there have been several change items required throughout the course of the construction where it has been agreed that consultant participation in the cost of that change is warranted. These items result in a credit to the City within the engineering services contract. These items include a required change to the transformer type to be installed at the Low Service Pumping Station, the addition of clearwell venting in the STF clearwells, and the addition of concrete work at STF exterior doors. The credit reflects cost that the City would not have otherwise incurred if the work had been included in the bidding documents instead of being negotiated during construction.

The level of effort and associated fees for the above changes to our scope of services are detailed in the attached table. A summary of the changes to the project budget is provided below:

Phase IB Expansion Construction Phase Services		
WTP-2 authorization:	3,700,000	(03/07/07 City PO 102675)
Proposed amendment:	344,962	
Total Proposed CPS Amount:	4,044,962	(9.3% increase)

For reference, please note that this total proposed amount is 5.7% of the currently contracted amount of the construction contract (\$70,885,524.43 through Change Order No. 9). In addition, it is worth noting that change orders to the construction contract have been limited to 1.3% of the original

Wyoming, Michigan
Mr. Gerald Caron

B&V Project 145727
June 16, 2010

contract amount (\$925,463.43 additive amount compared to \$69,960,061 original award amount), displaying what we believe to be a measure of the effectiveness of our involvement in this project.

We appreciate this opportunity to be of continuing service to the City of Wyoming, and appreciate your consideration of this request toward the successful completion of the project. We remain committed to the City and the successful completion of this very significant project. Should you have any questions, please call me at (616) 459-2360.

Very truly yours,

BLACK & VEATCH

A handwritten signature in black ink that reads "David Koch". The signature is written in a cursive, slightly slanted style.

David S. Koch, P.E.
Project Manager

Attachment



City of Wyoming
Engineering Consulting for the Utilities Department
Work Order WTP-2
Water Treatment Plant Phase I Expansion Construction Phase Services
Amendment Request



Building a world of difference.

Tasks	Person-Days							Total Labor	Expenses (Misc.)	Expenses (Other)	Expenses (FTCH)	Total Cost
	PM	PE	SE	RPR1	RPR2	Admin1	Admin2					
Add 5 months to schedule to Substantial Completion												
Office staff	65	433	100			43	652	\$85,727	\$0	\$0	\$0	\$84,576
Field staff				885	216	25	1,106	\$122,351	\$10,766	\$0	\$24,500	\$157,657
Milestones A non-attainment Office and operators staff	50	200	40			20	310	\$41,810	\$3,023	\$1,000	\$13,100	\$58,933
Other Adjustments												
STP concrete roof basin, leach, acid coats. (refer to 09/08/02 Notice of Contractor Cost Responsibility)							60					\$10,590
Consigning performance re-study (refer to 10/07/03 Notice of Contractor Cost Responsibility)							55					\$9,954
Change Order No. 1 coordination and further changes												\$17,500
Credit adjustments from change items												(\$4,228)
Subtotal - Construction Phase Services Modifications	135	633	140	885	216	25	2193	\$252,288	\$20,258	\$1,000	\$55,100	\$344,982
TOTAL - Work Order WTP-2 Amendment	136	633	140	885	216	25	2193	\$252,288	\$20,258	\$1,000	\$55,100	\$344,982

LEGEND:

- PM - Project Manager (D. Koch)
- PE - Project Engineer (B. Whitehead, J. Glover)
- SE - Support Engineering
- RPR - Resident Project Representative (J. Champion, M. Christensen)
- Tech - Technician
- Admin - Administrative Staff

Notes

1. Miscellaneous expenses include computer, postage, telephone, reproduction, local travel expenses, and other miscellaneous direct expenses, and are billed at a set rate per labor hour.
2. Other Expenses include subcontracted testing services and non-local travel expenses.

6/16/2010

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH ACCEPTANCE OF A
PROPOSAL FOR THE PURCHASE AND INSTALLATION OF
EQUIPMENT FOR THE GRAND RAPIDS/WYOMING DISPATCH PARTNERSHIP

WHEREAS, the City of Wyoming has joined with the City of Grand Rapids to form the Grand Rapids/Wyoming Dispatch Partnership, and

WHEREAS, as detailed in the attached memorandum, the purchase of a microwave link and two control stations are required for the implementation for our dispatch partnership with the City of Grand Rapids, and

WHEREAS, the attached quotations provided by Communications Specialists, Inc. were found to be acceptable, and

WHEREAS, funds are available in account number 101-305-32500-987.00, and

BE IT RESOLVED, that the Wyoming City Council does hereby concur with acceptance of a proposal from Communication Specialists, Inc. for the purchase and installation of equipment for the Grand Rapids/Wyoming Dispatch Partnership, 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.

Attachments: Memorandum
Quotations

Heidi Isakson
Wyoming City Clerk

Resolution No. _____

Interdepartmental Correspondence

TO: Curtis Holt, City Manager
FROM: Chief James E. Carmody
DATE: July 6, 2010
SUBJECT: Communications Transition – Equipment



Administration

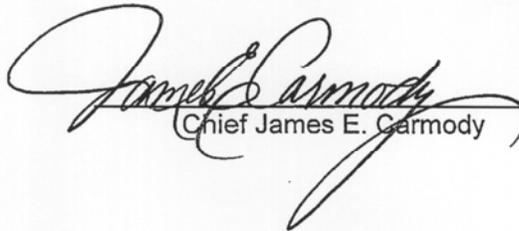
Curtis;

As we move forward in the transition of our Communication Center to the City of Grand Rapids, we have learned that we will need to make some significant technology and equipment purchases, to allow us the ability to continue to utilize our current radio infrastructure.

As outlined in Lt. Koster's memo (Attached), installing two new control stations at the Grand Rapids Police Department is of critical importance, and is something that needs to be done now. We have made an effort to get price quotes from the two vendors in the area, who can accomplish that task.

Although there are some price variations, all of our radio transmission technology has been contracted through Communications Specialist. Based on Lt. Koster's recommendations, and our long-standing relationship, I concur with her recommendation that the City of Wyoming award Communications Specialist the bid to install the needed radio transmission infrastructure.

Your most expeditious attention to this request would be greatly appreciated.


Chief James E. Carmody

cc: Capt. Schutter

Attachments

Interdepartmental Correspondence

TO: Captain Schutter
FROM: Lt. Kim Koster
DATE: July 6, 2010
SUBJECT: Purchase Request / Control Stations



Communications

A. HISTORY

In preparation for the implementation of our dispatch partnership with Grand Rapids, we must make some additions to our radio infrastructure. First, we have to connect our current systems (police and fire frequencies) with the Grand Rapids radio network. I am proposing that this be done in a couple of different ways:

1. Microwave Link – Using a beam of radio waves to transmit video, audio, or data between two locations, this is the ultimate solution as it combines speed and performance. Although costly up front (see attached quote), this solution will pay for itself over a few of years (no monthly line charges associated with other solutions). Once installed, the 4.9 GHz microwave link will provide us with the capacity to link up to eight frequencies while also giving us an additional data sharing pathway with our new Grand Rapids partners.

Due to an anticipated lengthy licensing process, the installation of a microwave link could take up to 3 or 4 months. With our current staffing concerns, we may not be able to wait that long. This brings us to option #2, an interim solution.

2. Control Stations - While the microwave link is in process, we could install two control stations at the Grand Rapids Police Department, one for the Wyoming police frequency and one for Wyoming Fire. Once installed, these control stations give Grand Rapids the capability to transmit and receive on these two frequencies.

Once the microwave link is obtained and installed, the two control stations could be removed and will replace two of our older control stations in our current system. I am told that these out-dated control stations would have to be replaced anyway in order to comply with the impending narrowband requirements. OR, we could leave them in place as a back-up to the microwave. After our recent experience with the storm which knocked out our primary police frequency, I am all about having a back-up system.

Serving Our Community . . . Protecting Wyoming's Future

B. VENDOR

For the following reasons, I would argue that Communications Specialists should, in this case, be considered a sole source provider:

1. Over the history of our Communications Center, we have utilized two companies that provide and service our radio system. Tele-Rad has supplied and maintained our needs in terms of radios (portable and mobile) and our desktop dispatch console equipment. Communications Specialists has been our provider in terms of building and maintaining our network infrastructure (base stations, repeaters, antennas, etc.). **This project falls within the scope of our past relationship with Communication Specialists.**
2. **Communications Specialists have a working knowledge of our current system** because it is essentially theirs. They are most familiar with the system and how it operates. The owner, Arlen Dykema, is knowledgeable and well-respected in his field. Arlen has assisted us throughout the years in determining the best solutions for our application.
3. Obtaining equipment from another vendor would result in a different brand of equipment being installed. This would prevent **parts from one system being able to be easily exchanged or replaced by another.** Recently, for example, one of our frequencies was lost due to a lightening strike. Communications Specialist was able to exchange some extra boards from another part of our system to get us back on-line.
4. Keeping one vendor **stops the finger-pointing when there is a problem.** The last thing we want to have to do when the system fails is to figure out who is responsible for the failure.
5. A portion of the bid received (the control stations) from Communications Specialists is based on State of Michigan contract.

It is my recommendation that we move forward with the attached bids received from Communications Specialists.

C. COST

1. Microwave Link -

I received a bid from Communications Specialists on the Microwave Link. The attached quote puts the project at a cost of **\$20,360.**

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COMPARABLE: Tele-Rad provided a quote (see attached) of **\$40,436.60**.

2. Control Stations –

I also received a bid from Communications Specialists on the installation of **two control stations**. The attached quote puts the cost of the project at **\$6,632.54** (\$2,038.40 of which reflects state bid).

COMPARABLE: Tel-Rad was given the product list and asked to provide a quote. The quote is attached and shows a cost of \$4,640.84 for the two control stations. (NOTE: As mentioned earlier, the equipment quoted by Tele-Rad is a different brand than the radio equipment we currently have in our system).

D. RECOMMENDATION

I am requesting approval to proceed with the purchase of both the microwave link and the interim control station solution (see attached purchase orders) from a sole source provider, Communications Specialists.

Communications Specialists, Inc.

4138 S. Division Ave.
 Grand Rapids, MI 49548
 (616) 534-5862 FAX: (616) 534-1475

QUOTE

Wyoming Police Department
 2300 DeHoop Ave.
 Wyoming, MI 49509

Contact Name: Lt. Kim Kusters
 Phone #: 530-7323
 Fax#:
 Cell#:

Date: May 24, 2010

We are pleased to present the following quote for your approval:

QTY	ITEM	DESCRIPTION	UNIT PR	TOTAL
2	6454/SBC	EMR antenna filter cavity	\$360.00	\$720.00
2	66473	CPI tone termination panel	\$402.00	\$804.00
2	470339	CPI cable for Kenwood radio	\$39.22	\$78.44
2	420390	3 element yagi antenna	\$257.15	\$514.30
140	LDF4-50	Andrew 1/2" transmission line	\$2.70/ft	\$378.00
4	L4PNF	Andrew N type female connectors	\$65.00	\$260.00
2	19684	Polyphaser Lightning arrestor	\$69.00	\$138.00
24	F5J1-50A	Andrew Superflex cable	\$1.75/ft.	\$42.00
6	412699	Andrew N type male connector	\$24.75	\$148.50
2	F1TBM-C	Andrew BNC male connect	\$20.50	\$41.00
2	IS-PLDO-120	USA 20 amp power line surge protector	\$59.95	\$119.90
2	Misc.	Miscellaneous hardware	\$25.00	\$50.00
			SUBTOTAL	\$3,294.14
			TAX	Exempt
			LABOR	\$1300.00
			TOTAL	\$4,594.14

Proposed by: _____
 Arlen J. Dykema

Accepted by: _____

Prices valid for thirty (30) days from above date:

There is a 3% discount for cash with order.

Communications Specialists, Inc.

4138 S. Division Ave.
 Grand Rapids, MI 49548
 (616) 534-5862 FAX: (616) 534-1475

QUOTE

Wyoming Police Department
 2300 DeHoop Ave.
 Wyoming, MI 49509

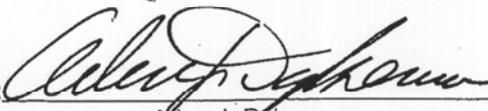
Contact Name: Lt. Kim Kusters
 Phone #: 530-7323
 Fax#:
 Cell#:

Date: May 24, 2010

We are pleased to present the following quote for your approval:

QTY	ITEM	DESCRIPTION	UNIT PR	TOTAL
2	TK-790BK-9BMD1	Kenwood VHF mobile radio configured as a remote control station, 45 watts, 160 channels	\$880.80	\$1761.60
2	KPS-15	Kenwood power supply	\$138.40	\$276.80
		Note: pricing on this unit reflects State of Michigan contract# 071B3001104. Customer PO must name this contract number.		

SUBTOTAL	\$2,038.40
TAX	Exempt
LABOR	
TOTAL	\$2,038.40

Proposed by: 
 Arlen J. Bykema

Accepted by: _____

Prices valid for thirty (30) days from above date:

There is a 3% discount for cash with order.



511 E. 8th St.

Holland MI 49423-3759
 (616) 396-3541 Fax: (616) 392-9707

QUOTATION

QUOTE NO.: 4441 - 00 EC

DATE: 6/15/10

TERMS: NET 15 DAYS

DELIVERY:

Please reference Quote No. on
 Correspondence & purchase orders.

Quote expires: 07/15/2010

LWYOPD

TO: WYOMING POLICE DEPARTMENT
 2300 DEHOOP AVENUE S.W.
 WYOMING, MI 49509

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
2	CM300 146-174/ 25-45W/ 32 CH	460.00		920.00
2	ASTRON 15AMP POWER SUPPLY R1408A	135.00		270.00
2	25505 - Yagi. Antenna	125.00		250.00
140	1/2" FOAM HELIAX CBLE/REEL 429150	2.60		364.00
4	CONNECTOR	21.00		84.00
2	8 Ft. Jumpers	25.00		50.00
2	POLYPHASER ANT / N-MALE	62.00		124.00
1	DIRECT PLUG IN ISOBAR 78044	56.26		56.26
1	Grounding	100.00		100.00
	Continued on following page			

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE.

TERMS SUBJECT TO CREDIT REVIEW

BY SKIP PETROVICH 7006

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted

by

LEGAL NAME OF PURCHASER

P.O. No.

Date

AUTHORIZED SIGNATURE

QUOTE NO. 4441-00
WYOMING POLICE DEPARTMENT

PAGE 2
DATE 6/15/10

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
1	SALES ORDER PROGRAMMING GRAND RAPIDS LOCATION	2,000.00		2,000.00
1	CPI Tone Term	325.00		325.00
1	Cable for Term	29.00		29.00
		Item summary		4,572.26
		Subtotal		4,572.26
		Freight		68.58
		Sales Tax		.00
		GRAND TOTAL:		4,640.84

Prepared For:

CITY OF WYOMING



Item	Qty	Model/Part Number	Description	Unit Price	Ext'd Price
1	1	WB3226	PTP 49600 CONNECTORISED LINK	\$13,995.00	\$13,995.00
2	1	WB3263	20MHZ SOFTWARE KEY FOR 4.9	\$3,300.00	\$3,300.00
3	2	RDH4518A	RADIO WAVES 2FT HIGH PERFORMANCE DISH	\$1,150.00	\$2,300.00
4	2	WB3176	100m REEL OF COPPER CLAD CAT5E	\$150.00	\$300.00
5	2	WB2907AA	LPU END KIT	\$300.00	\$600.00
6	1	WB2590A	4 YR ADVANCED RPLACEMENT (RECOMMENDED)	\$2,993.00	\$2,993.00
7	1	WB1812A	GROUND LUG KIT	\$59.00	\$59.00
8	2	WB3177A	RJ45 CONNECTOR 25PK	\$10.00	\$20.00
9	1	WB3211A	CONNECTOR TOOL FOR COPPER CLAD	\$195.00	\$195.00
10	20	12569	WIRE TIES	\$15.70	\$314.00
11	500	LDF4.5-50	5/8" coax	\$4.90	\$2,450.00
12	8	L4.5PNM-RC	5/8" N-male connectors	\$48.50	\$388.00
13	4	WHG-58P	Coax hoisting grips	\$22.50	\$90.00
14	6	241088-2	5/8" grounding kits	\$22.30	\$133.80
15	4	468160	Superflex jumper	\$93.75	\$375.00
16	4	426519	Polyphasers	\$51.00	\$204.00
17	1	RR-1264	Rack	\$221.80	\$221.80
18	2	RDN9991A	Megaplex 5-slot chassis	\$2,332.00	\$4,664.00
19	2	RDN6012A	8-Port E & M Voice module - price includes remote configuration assistance from RAD	\$1,049.00	\$2,098.00
20	2	RRDN5526	Megaplex Ethernet main Link Module with one 10/100BT Ethernet WAN Port, one 10/100BT Ethernet User port	\$2,681.00	\$5,362.00
21	2	RRDN6013A	Octopus Cable for megaplex VC-8 and VC-16 E&M modules - 50 pin Telco to 8 pin RJ45	\$187.00	\$374.00

Page 1 Total \$40,436.60

CENTRAL INTERCONNECT, INC.

1425 Coit Ave NE
Grand Rapids, MI 49505

Estimate

phone 616.458.2999
fax 616.458.6524

Chris Kittman
Wyoming Courthouse
Wyoming, MI

freight pre-paid and billed

Proposed Ship Date Person Contacted Phone # Customer PO#

Proposed Ship Date	Person Contacted	Phone #	Customer PO#
	Chris Kittman	257-9823	
1	Polycom	7200-27670-001	HDX 7001: Incl codec, EagleEye HD camera, HDX mic array, PPCIP, P+C, Eng rmt. Cables: component video (DVI-RCA), audio (RCA-RCA), LAN, NA pwr. Cntry code 54, NTSC
1	Polycom	2215-26690-001	Quad BRI Module for HDX Series. Includes four ISDN 20ft/6m cables (with clear connectors) and HDX external peripheral interface box.
1	Polycom	2215-28283-001	Shelf for mounting the HDX 7000 and 8000 series codecs. This is a black 2u shelf for 19" racks which will hold the codec in position with a secure mounting system. 2u (3.5 inches) x 17.5 (without ears, 19 with) x 14.5 deep. Shelf only.
1	Polycom	7230-25659-015	MAIN camera cable for EagleEye HD camera. 50ft/15m. For use with the HDX Series. Includes power supply and North American-style power cord. Some countries may require appropriate power cord.
1	Polycom	4870-00408-156	Total Coverage Premier, One Year, HDX 7000 Series, includes next day parts, 24x7 test sites, software upgrades and updates, unlimited training.
1			Labor to install and program
Total price includes equipment, & labor			\$9,514.10

* Contingent on Subject to a 20% Restocking Charge

Quote is Valid for 30 Days

This quotation is hereby accepted on this date

and submitted as an order

Accepted by: Name & Title

Demand Mathias

732-1038

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE REPAIR AND UPGRADE
OF AIS PRISIM SHOOTING SIMULATOR

WHEREAS, as detailed in the attached memorandums, the Wyoming Police Department recommends upgrading the current shooting simulator, and

WHEREAS, AIS and Michigan Police Equipment has provided the City with the attached quotations to complete the necessary upgrade of the simulator and the quotations were found to be acceptable, and

WHEREAS, funds for the upgrade are as indicated in the attached memorandum, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the upgrade of the simulator, 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.

Attachments: Memorandum
Quotations (2)

Heidi Isakson
Wyoming City Clerk

Interdepartmental Correspondence

TO: Chief James E. Carmody
Captain Brad Schutter

FROM: Sgt. Mark Easterly

DATE: July 14, 2010

SUBJECT: AIS PRISim Shooting Simulator Upgrade



PATROL DIVISION

Chief and Captain-

As you know, the current Police Department shooting simulator is housed on the second floor of the Department has been out of commission for quite some time. Late last year we had an opportunity to have the maker of the simulator, Advanced Interactive Systems, take a look at our current system and perform diagnostics to get the current status and cost of replacing components and upgrading where needed.

Attached is their quote to update our system. As you can see they not only will be updating the current system, but replacing critical components and adding free equipment upgrades where necessary. They are utilizing some of our current equipment like the large projection screen, weapons platforms etc where they can to cut costs. AIS is also crediting our account for components that we will not be utilizing with the upgrades. Their quote also includes on-site training and technical support.

AIS quote for the PRISim system is \$24,133.

Also as a part of the updates we would be able to utilize our M-4 .223 weapons platform into scenarios and marksmanship drills. We would need to purchase this M-4 weapons platform as we do not currently have any extra M-4's available for this use. We have attached a quote from Michigan Police Equipment that exactly mirrors our current weapons configuration that we have in our cruisers as Michigan Police Equipment provided our current weapons platform.

Michigan Police Equipment quote for M-4 and accessories is: \$1,263.95

TOTAL for complete purchase is: \$25,396.55

If approved we would recommend the purchase come out of the following BYRNE Grant funding:

Expense Account: 101-305-30500-973.000 BYRNE JAG 2009A

Revenue Account: 101-507.000 BYRNE JAG 2009A



Advanced Interactive Systems™, Inc.
 665 Andover Park West
 Seattle Washington 98188
 800-441-4487 www.ais-sim.com

Wyoming Police Department, MI

Pricing Summary
 May 12, 2010
 QT # 1935.2
 System #2166 / 1.1000

<u>Part Number</u>		<u>Quantity</u>	<u>Price/Each</u>	<u>Total</u>
UPGRADES				
Systems requiring installation				
80-0013-101	New computer, current version of PRISim Suite software & installation Includes Marksmanship and Judgment Trainers Includes One (1) Year PRISim Warranty on items replaced as part of the upgrade	1	\$ 14,500	\$ 14,500
81-0023-001	Projector w / Mount (HD 16x9 format)	1	\$ 3,000	\$ 3,000
35-0024-001	16X9 format Projection Screen (6'10" X 12' screen size) (78" X 139" viewable)	1	\$ 1,000	\$ 1,000
81-0036-001	Professional PRISim Instructor Training (2 days, up to 4 trainees) CONUS	0	\$ 3,495	\$ -
CONTENT				
New System Content Package: (900+ Scenarios)				
	EP Disks (1-6), Corrections-2, Corrections-2 Spanish, Civilian Education-2, Patrol-1, Patrol-2, Patrol-3, Patrol-4, Patrol-4 Spanish, Patrol-15 HD	1	Included	Included
Content Sales Each				
83-0011-001	Patrol-5	1	\$ 3,000	FREE
83-0012-001	Patrol-6	1	\$ 3,000	FREE
83-0013-001	Patrol-7	1	\$ 3,000	FREE
83-0014-001	Patrol-8	1	\$ 3,000	FREE
83-0019-101	Patrol-13 HD	1	\$ 3,000	FREE
83-0020-101	Patrol-14 HD	1	\$ 3,000	FREE
Note: All content on current system will be transferred to the upgraded system				
PRISim Simulated Firearms				
Dry Fire Drop in Barrel Kits (Includes Converted Barrel and Laser)				
85-0004-001	SIG Sauer 229 Note: DAK Trigger	2	\$ 1,750	\$ 3,500
Dvorak Coded Weapons Accessories (Customer Supplies Weapon)				
TRS Series includes Removable Magazine for 12g CO2 air source				
85-0044-001	Dvorak, TRS Recoil System, M16/AR15/M4 (includes 1 magazine)	1	\$ 2,600	\$ 2,600
85-0044-101	Dvorak, TRS Recoil System, M16/AR15/M4 extra magazine	1	\$ 525	\$ 525
LESS LETHAL				
85-0023-001	Taser X-26 (comes with 2 heads) (Includes Less Lethal 1 Content)	1	\$ 2,250	\$ 2,250
CREDIT				
	Reloader and Air Gauge Assembly, Rounds, Remington 870 WP, 3 SIG 228 LR	1	\$ (4,000)	\$ (4,000)
Shipping & Handling				
		1	\$ 758	\$ 758
Customer is required to return old PRISim computer upon receipt of upgraded PRISim computer.				
CONFIGURATION TOTAL:				\$ 24,133

The following Terms and Conditions apply to this quote

All Materials, Documents, Drawings and Specifications provided with this quote are Proprietary Information and it is unlawful to release or share such information without express written permission from AIS

1) Payment Terms - Net 30 days from date of invoice

• Products and contracts in excess of \$750,000 require progress payments of 30% at the end of the 1st month, 20% at the end of the following 2 months, 15% at the end of the fourth month and 15% upon receipt IAWFAR 32.501. If delivery is made in less than 150 days, 100% of the outstanding balance is due upon delivery



Advanced Interactive Systems™, Inc.
665 Andover Park West
Seattle Washington 98188
800-441-4487 www.ais-sim.com

Wyoming Police Department, MI

Pricing Summary

May 12, 2010

QT # 1935.2

System #2166 / L1000

- Government credit card accepted. No Additional discount for payment by credit card.
 - Terms and Conditions apply to maximum orders of \$1,000,000 and minimum orders of \$100
- 2) **Taxes - Prices do not include tax.**
- Any tax that is required to be collected or paid by AIS is considered Purchaser's responsibility.
 - If Purchaser is exempt from such taxes, Purchaser agrees to provide an applicable exemption certificate.
- 3) **Delivery Schedules**
- PRISim system orders - 45-210 days, dependant upon the size of the order
 - Weapons orders - Dependent upon availability of weapon components, delivery could take up to 11 months ARO
- 4) **Shipping**
- Partial Shipments are permitted.
- 5) **Acceptance**
- PRISim Installed systems - upon passing the AIS acceptance test procedure, the system shall be deemed "Accepted".
 - PRISim Portable systems - upon receipt of shipment, the system shall be deemed "Accepted"
- 6) **Warranty- review warranty contract for full details**
- AIS manufactured products - 12 months from receipt or acceptance.
 - AIS modified weapons -12 months from customer receipt
 - Air Munitions rounds - 6 months from date of delivery or 500 uses, whichever occurs first.
 - Commercial component warranties are passed to the customer.
- 7) **Post-delivery support**
- Except as expressly set forth in this quote or the warranty accompanying the system, AIS will not be obligated to furnish personnel or other on-site assistance for installation, maintenance, repair or support. Any such services will be invoiced to Purchaser at AIS then-standard rates, which can be obtained on request.
- 8) **Purchaser's Specifications**
- AIS disclaims any responsibility for any damage, injury, loss, cost or other expense or liability, or the inoperability of the system, other products or site preparations purchased from AIS that relates to or is caused by modification to the systems or other AIS products.
- 9) **Room Modifications**
- Where applicable, Purchaser is responsible for any and all room modifications required to meet product installation requirements specifications.
- 10) **Entire Contract**
- Acceptance by AIS of this proposal is expressly made conditional on Purchaser's consent to the terms and conditions set forth herein.
- 11) **Final Agreement**
- This writing is intended by the parties as a final, complete and exclusive expression of the terms of their agreement with respect to the transactions contemplated by this proposal and may not be contradicted, explained or supplemented by evidence of any prior agreement or any oral agreement.
- 12) **Release of Liability**
- Customer agrees to release AIS and applicable manufacturer from all liabilities, causes of action claims and demands that arise in any misuse, ownership, possession, demonstration, testing, and or operation of purchased items.
- 13) **Indemnification**
- Customer promises to indemnify, hold harmless, and defend AIS and applicable manufacturer against any and all claims noted in #12, including claims for the customers' own negligence.
- 14) **Quote Validation**
- This quote is valid for 30 days

RESOLUTION NO. _____
RESOLUTION FOR AWARD OF BIDS

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

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

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

<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1. Five Snow Plow Chassis	Western Michigan International Truck	Bid prices as shown on the attached memorandum
2. Underground Sprinkling System Materials	Grapids Irrigation	Bid prices as shown on the attached tabulation sheets

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

Motioned carried: _____ Yeas, _____ Nays

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

Attachments: Memorandums
Tabulation Sheets

Heidi A. Isakson
Wyoming City Clerk

MEMORANDUM

Date: July 13, 2010

To: Mayor and City Council

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

RE: Purchase of five 2011 International 7400 Snow Plow Chassis

On Tuesday, July 6, 2010, the City received four bids for heavy duty cab and chassis trucks. Invitations to bid were sent to nine prospective bidders. A tabulation of the bids received is shown below.

	Bid Price (Each)	Make and Model of Unit Bid
Western Michigan International Truck	\$73,818.06	International 2011 7400 SBA 4x2
Freightliner of Grand Rapids	\$77,370.00	2011 Freightliner M2-106V
Dermody Truck Sales, Inc.	\$89,768.00	Peterbuilt 348
Michigan Kenwoth LLC	\$91,948.00	Kenworth Model T470

Currently six 1996 Ford dump trucks are scheduled for replacement. The trucks have reached the end of their life cycle of fifteen years. The trucks have also become too costly with respect to maintenance to attempt keep them in service.

Western Michigan International Truck submitted the lowest bid with International, 7400 Cab and Chassis, which meet the bid specifications. The new cab and chassis will be up fitted with existing Salt Spreader bodies.

In an effort to reduce the operating cost to the Public Works Department's Street and Utility operations, the Public Works Department is only recommending the replacement of five of the six trucks. It is recommended that the bid be awarded to the lowest bidder, Western Michigan International Truck for (5) five International, 7400 Cab and Chassis in the amount of \$369,090.30. Sufficient funds have been budgeted in the Depreciation and Reserve account, 661-441-58500-970-000.

WSZ:ts

MEMORANDUM

DATE: July 12, 2010
TO: Mayor and City Council
FROM: W. Scott Zastrow, Assistant Director of Public Works
SUBJECT: Award of Bid - Underground Sprinkling Materials

On June 8, 2010, the City received two bids for underground sprinkling materials. Grapids Irrigation and Spartan Distributors were the bidders. An invitation to bid was sent to thirty-one prospective bidders. A summary of the bids is shown below:

Bidder	Total Bid Quantities	Discount for Other Misc. Items
Grapids Irrigation	\$88,000.54	25% off list price
Spartan Distributors	\$89,462.96	50%

It is recommended that the bid be awarded to the lowest bidder, Grapids Irrigation.

It is anticipated that the City will purchase approximately \$15,000 of underground sprinkling materials in the current fiscal year. Funds are available in the Major Street Fund, account # 202-441-46300-775.000.

Attachment: Bid Tabulations

WSZ:jaj

CITY OF WYOMING, MICHIGAN

TABULATION OF BIDS

ON UNDERGROUND SPRINKLING SYSTEM MATERIALS

Opened By City Clerk On June 8, 2010 At 11:00 a.m. o'clock

All bid prices reduced to net.

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

Est. Qty.	Unit	Item Description	Spartan Distributors		Grapids Irrigation	
			Unit Price	Total	Unit Price	Total
25	Each	1" Toro Electric Valve (Flow Control)	\$ 15.84	\$ 396.00	\$ 17.10	\$ 427.50
25	Each	1 1/2" Toro Electric Valve (Flow Control)	\$ 60.72	\$ 1,518.00	\$ 58.90	\$ 1,472.50
20	Each	2" Toro Electric Valve (Flow Control)	\$ 76.17	\$ 1,523.40	\$ 76.85	\$ 1,537.00
15	Each	1" Nelson Valve	\$ 16.31	\$ 244.65	\$ 14.80	\$ 222.00
15	Each	1 1/2" Nelson Valve	\$ 49.14	\$ 737.10	\$ 36.99	\$ 554.85
15	Each	2" Nelson Valve	\$ 99.17	\$ 1,487.55	\$ 52.40	\$ 786.00
15	Each	1" Atmospheric Vacuum Breaker	\$ 34.25	\$ 513.75	\$ 33.90	\$ 508.50
15	Each	1" Pressure Vacuum Breaker	\$ 49.00	\$ 735.00	\$ 51.26	\$ 768.90
6	Each	1" RPZ Vacuum Breaker	\$ 196.62	\$ 1,179.72	\$ 164.68	\$ 988.08
10	Each	1 1/4" AVB	\$ 61.78	\$ 617.80	\$ 51.60	\$ 516.00
10	Each	1 1/4" PVB	\$ 216.46	\$ 2,164.60	\$ 207.45	\$ 2,074.50
10	Each	1 1/4" RPZ	\$ 363.46	\$ 3,634.60	\$ 173.00	\$ 1,730.00
30	Each	1 1/2" AVB	\$ 65.80	\$ 1,974.00	\$ 53.99	\$ 1,619.70
15	Each	1 1/2" PVB	\$ 233.43	\$ 3,501.45	\$ 217.68	\$ 3,265.20
6	Each	1 1/2" RPZ	\$ 387.69	\$ 2,326.14	\$ 303.70	\$ 1,822.20
12	Each	2" AVB	\$ 87.94	\$ 1,055.28	\$ 72.56	\$ 870.72
12	Each	2" PVB	\$ 258.46	\$ 3,101.52	\$ 246.90	\$ 2,962.80
12	Each	2" RPZ	\$ 525.00	\$ 6,300.00	\$ 338.07	\$ 4,056.84
10	Each	Leit 12 Station Solar Controller	\$1,118.93	\$11,189.30	\$1,250.99	\$ 12,509.90
10	Each	Leit 8 Station Solar Controller	\$1,057.41	\$10,574.10	\$1,150.14	\$ 11,501.40
10	Each	Leit 6 Station Solar Controller	\$ 852.27	\$ 8,522.70	\$ 996.14	\$ 9,961.40
20	Each	Lema 1500 S Micropower Actuator	\$ 71.20	\$ 1,424.00	\$ 67.14	\$ 1,342.80
75	Each	Nelson 8014 Battery Powered Actuator	\$ 100.65	\$ 7,548.75	\$ 92.50	\$ 6,937.50
500	Each	Toro 570 4" Pop up Head	\$ 1.74	\$ 870.00	\$ 2.50	\$ 1,250.00
250	Each	Toro 570 6" Pop Up Head	\$ 5.36	\$ 1,340.00	\$ 6.25	\$ 1,562.50
100	Each	Toro 570 8H, 8Q, 8F Nozzles	\$ 1.15	\$ 115.00	\$ 1.13	\$ 113.00
100	Each	Toro 570 10H, 10Q, 10F Nozzles	\$ 1.15	\$ 115.00	\$ 1.13	\$ 113.00
200	Each	Toro 570 12H, 12Q, 12F Nozzles	\$ 1.15	\$ 230.00	\$ 1.13	\$ 226.00
400	Each	Toro 570 15H, 15Q, 15F Nozzles	\$ 1.15	\$ 460.00	\$ 1.13	\$ 452.00
200	Each	Toro Mini 8 Rotor	\$ 8.91	\$ 1,782.00	\$ 8.42	\$ 1,684.00
200	Each	1/2" Cut off Risers	\$ 0.31	\$ 62.00	\$ 0.39	\$ 78.00
200	Each	1/2" x 3/4" Cut off Risers	\$ 0.35	\$ 70.00	\$ 0.41	\$ 82.00
200	Each	3/4" Cut off Risers	\$ 0.45	\$ 90.00	\$ 0.56	\$ 112.00
1200	Foot	3/4" Poly Pipe	\$ 0.12	\$ 144.00	\$ 0.12	\$ 144.00
2400	Foot	1" Poly Pipe	\$ 0.17	\$ 408.00	\$ 0.18	\$ 432.00
300	Foot	1 1/4" Poly Pipe	\$ 0.29	\$ 87.00	\$ 0.31	\$ 93.00
100	Foot	1 1/2" Poly Pipe	\$ 0.41	\$ 41.00	\$ 0.42	\$ 42.00
100	Foot	2" Poly Pipe	\$ 0.67	\$ 67.00	\$ 0.69	\$ 69.00
200	Foot	Funny Pipe	\$ 0.16	\$ 32.00	\$ 0.19	\$ 38.00
500	Each	3/4" Crimp Clamp	\$ 0.09	\$ 45.00	\$ 0.08	\$ 40.00
1500	Each	1" Crimp Clamp	\$ 0.10	\$ 150.00	\$ 0.08	\$ 120.00
250	Each	1 1/4" Crimp Clamp	\$ 0.11	\$ 27.50	\$ 0.08	\$ 20.00

Est. Qty.	Unit	Item Description	Spartan Distributors		Grapids Irrigation	
			Unit Price	Total	Unit Price	Total
250	Each	1 1/2" Crimp Clamp	\$ 0.12	\$ 30.00	\$ 0.11	\$ 27.50
100	Each	2" Crimp Clamp	\$ 0.16	\$ 16.00	\$ 0.12	\$ 12.00
15	Each	6" Round Valve Box W/ Cover	\$ 2.36	\$ 35.40	\$ 1.79	\$ 26.85
15	Each	10" Round Valve Box W/ Cover	\$ 7.20	\$ 108.00	\$ 10.10	\$ 151.50
15	Each	11" x 16" Rectangle Valve Box W/ Cover	\$ 16.09	\$ 241.35	\$ 28.42	\$ 426.30
150	Foot	1" PVC Schedule 40	\$ 0.30	\$ 45.00	\$ 0.31	\$ 46.50
300	Foot	1 1/4" PVC Schedule 40	\$ 0.32	\$ 96.00	\$ 0.48	\$ 144.00
500	Foot	1 1/2" PVC Schedule 40	\$ 0.38	\$ 190.00	\$ 0.46	\$ 230.00
500	Foot	2" PVC Schedule 40	\$ 0.54	\$ 270.00	\$ 0.62	\$ 310.00
100	Foot	1 1/2" PVC Schedule 80	\$ 1.06	\$ 106.00	\$ 0.81	\$ 81.00
100	Foot	2" PVC Schedule 80	\$ 1.68	\$ 168.00	\$ 1.27	\$ 127.00
10	Each	Leit 4 Station Solar Controller	\$ 665.33	\$ 6,653.30	\$ 833.71	\$ 8,337.10
50	Each	1" PVC Coupling	\$ 0.27	\$ 13.50	\$ 0.19	\$ 9.50
25	Each	1" PVC Tee	\$ 0.46	\$ 11.50	\$ 0.33	\$ 8.25
25	Each	1" PVC Elbow	\$ 0.35	\$ 8.75	\$ 0.33	\$ 8.25
50	Each	1/4" PVC Coupling	\$ 0.38	\$ 19.00	\$ 0.28	\$ 14.00
25	Each	1/4" PVC Tee	\$ 0.72	\$ 18.00	\$ 0.52	\$ 13.00
25	Each	1/4" PVC Elbow	\$ 0.61	\$ 15.25	\$ 0.44	\$ 11.00
100	Each	1/2" PVC Coupling	\$ 0.40	\$ 40.00	\$ 0.29	\$ 29.00
25	Each	1/2" PVC Tee	\$ 0.87	\$ 21.75	\$ 0.62	\$ 15.50
50	Each	1/2" PVC Elbow	\$ 0.66	\$ 33.00	\$ 0.47	\$ 23.50
50	Each	2" PVC Coupling	\$ 0.61	\$ 30.50	\$ 0.44	\$ 22.00
25	Each	2" PVC Tee	\$ 1.27	\$ 31.75	\$ 0.41	\$ 10.25
25	Each	2" PVC Elbow	\$ 1.03	\$ 25.75	\$ 0.74	\$ 18.50
300	Each	K Rain Rotor Head	\$ 5.95	\$ 1,785.00	\$ 6.87	\$ 2,061.00
150	Each	3/4" Poly Coupling	\$ 0.37	\$ 55.50	\$ 0.25	\$ 37.50
75	Each	3/4" Poly Tee	\$ 0.72	\$ 54.00	\$ 0.50	\$ 37.50
100	Each	3/4" Poly x 1/2" Thread End Elbow	\$ 0.70	\$ 70.00	\$ 0.49	\$ 49.00
300	Each	1" Poly Coupling	\$ 0.39	\$ 117.00	\$ 0.28	\$ 84.00
75	Foot	1" Poly Tee	\$ 0.93	\$ 69.75	\$ 0.65	\$ 48.75
100	Each	1" Poly x 3/4" Thread End Elbow	\$ 0.86	\$ 86.00	\$ 0.59	\$ 59.00
75	Each	1/4" Poly Coupling	\$ 0.57	\$ 42.75	\$ 0.40	\$ 30.00
25	Each	1/4" Poly Tee	\$ 1.46	\$ 36.50	\$ 1.01	\$ 25.25
25	Each	1/4" Poly x 3/4" Thread End Elbow	\$ 1.27	\$ 31.75	\$ 0.89	\$ 22.25
100	Each	3/4" x 3/4" x 1/2" Thread, FPT	\$ 0.90	\$ 90.00	\$ 0.63	\$ 63.00
200	Each	1" x 1" x 3/4" Thread, FPT	\$ 1.18	\$ 236.00	\$ 0.82	\$ 164.00
100	Each	3/4" x 3/4" Poly Elbow	\$ 0.74	\$ 74.00	\$ 0.52	\$ 52.00
100	Each	1" x 1" Poly Elbow	\$ 0.82	\$ 82.00	\$ 0.58	\$ 58.00
TOTAL WITH ESTIMATED QUANTITY				\$ 89,462.96		\$ 88,000.54
Discount from prices for items other than those listed above:				50%		25% From List