

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, DECEMBER 7, 2015, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Christopher Hall, Elevation Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the Regular Meeting of November 16, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
    1. Annual Audit Presentation
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
  - a) Budget Amendment No. 25 – To Appropriate \$15,750 of Additional Budgetary Authority for Increases to Staffing for T.E.A.M. 21 and Recognize the Associated Reimbursement from Wyoming Public Schools as Part of the 21<sup>st</sup> Century Grant
- 14) Consent Agenda**

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

  - a) Of Appreciation to Paula Thompson for Her Service as a Member of the Housing Commission for the City of Wyoming
  - b) To Reappoint Members to the Greater Wyoming Community Resource Alliance for the City of Wyoming
  - c) To Establish and Change Certain Regular City Council Meeting Dates in the 2016 Calendar Year
  - d) To Set Meeting Days and Times for the City of Wyoming Boards and Commissions
  - e) To Set a Date for a Public Hearing on the Proposed County of Kent and the Cities of Grand Rapids and Wyoming FFY 2016-2020 Consolidated Housing and Community Development Plan (January 18, 2016 at 7:01 p.m.)

**15) Resolutions**

- f) To Establish the Polling Place for Precinct 15 in the City of Wyoming, Kent County, Michigan
- g) To Approve Amended By-Laws for the Wyoming Housing Commission
- h) To Accept and Distribute Additional Grant Funding Received from the Office of Highway Safety Planning (Budget Amendment No. 26)

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

- i) To Accept a Proposal for Cleaning Services and to Authorize the Mayor and City Clerk to Execute the Contract
- j) To Award a Bid for Bulk Pick-Up and Disposal of Street Sweepings to Waste Management of MI, Inc.
- k) To Extend the Bid for Permanent Winter Hot Mix Asphalt
- l) To Approve a Proposal from Black & Veatch to Re-Evaluate the Clean Water Plant's Basis of Design for Compatible Pollutants (Budget Amendment No. 27)
- m) To Accept a Quote from ABB Inc. to Perform Preventative Maintenance on Medium Voltage Switchgear
- n) To Accept a Proposal from Purity Cylinder Gases Inc. for the Purchase of Argon
- o) To Award a Proposal for Towing & Storage of Vehicles
- p) For Award of Bids
  - 1. Gate Valves
  - 2. Winter Cold Mix UPM
  - 3. Road Gravel and Blast Furnace Slag

**17) Ordinances**

- 12-15 To Amend Chapter 30, Article VI, Sections 202 through 203, 205 through 208, 212 and 216 of the Code of the City of Wyoming (Water Well Restrictions) (Final Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

**20) Closed Session** (Pending Litigation)

**21) Adjournment**

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: December 7, 2015**

**Budget Amendment No. 025**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$15,750 of additional budgetary authority for increases to staffing for T.E.A.M. 21 and recognize the associated reimbursement from Wyoming Public Schools as part of the 21st Century grant.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Parks and Recreation Fund</u></b>				
Parks and Recreation - 21st Century Cohort G - Salaries 208-752-76108-706.000	8,000.00	50.00		8,050.00
Parks and Recreation - 21st Century Cohort G - Salaries Temp. 208-752-76108-707.000	149,200.00	7,210.00		156,410.00
Parks and Recreation - 21st Century Cohort G - FICA 208-752-76108-715.000	12,080.00	550.00		12,630.00
Parks and Recreation - 21st Century Cohort G - Workers Comp Insurance 208-752-76108-719.000	4,060.00	190.00		4,250.00
Parks and Recreation - 21st Century Cohort G - Operating Supplies 208-752-76108-740.000	7,330.00		1,330.00	6,000.00
Parks and Recreation - 21st Century Cohort G - Liability Insurance 208-752-76108-910.000	1,860.00	70.00		1,930.00
Parks and Recreation - 21st Century Cohort G - Other Services 208-752-76108-956.000	3,130.00		1,050.00	2,080.00
Federal Grant 21st Century Cohort G 208-526.002	191,680.00	5,690.00		197,370.00
Parks and Recreation - 21st Century Cohort H - Salaries 208-752-76109-706.000	11,420.00	70.00		11,490.00
Parks and Recreation - 21st Century Cohort H - Salaries Temp. 208-752-76109-707.000	236,960.00		540.00	236,420.00
Parks and Recreation - 21st Century Cohort H - FICA 208-752-76109-715.000	19,080.00		30.00	19,050.00
Parks and Recreation - 21st Century Cohort H - Workers Comp Insurance 208-752-76109-719.000	6,440.00		30.00	6,410.00
Parks and Recreation - 21st Century Cohort H - Operating Supplies 208-752-76109-740.000	11,070.00	530.00		11,600.00
Parks and Recreation - 21st Century Cohort I-1 - Salaries 208-752-76110-706.000	18,840.00	100.00		18,940.00
Parks and Recreation - 21st Century Cohort I-1 - Salaries Temp. 208-752-76110-707.000	388,140.00	3,670.00		391,810.00
Parks and Recreation - 21st Century Cohort I-1 - FICA 208-752-76110-715.000	31,290.00	280.00		31,570.00
Parks and Recreation - 21st Century Cohort I-1 - Workers Comp Insurance 208-752-76110-719.000	10,560.00	80.00		10,640.00

Parks and Recreation - 21st Century Cohort I-1 - Liability Insurance			
208-752-76110-740.000	4,780.00	50.00	4,830.00
Federal Grant 21st Century Cohort I-1			
208-526.004	493,840.00	4,180.00	498,020.00
Parks and Recreation - 21st Century Cohort I-2 - Salaries			
208-752-76111-706.000	18,840.00	100.00	18,940.00
Parks and Recreation - 21st Century Cohort I-2 - Salaries Temp.			
208-752-76111-707.000	388,540.00	5,160.00	393,700.00
Parks and Recreation - 21st Century Cohort I-2 - FICA			
208-752-76111-715.000	31,290.00	410.00	31,700.00
Parks and Recreation - 21st Century Cohort I-2 - Workers Comp Insurance			
208-752-76111-719.000	10,560.00	110.00	10,670.00
Parks and Recreation - 21st Century Cohort I-2 - Liability Insurance			
208-752-76111-740.000	4,780.00	100.00	4,880.00
Federal Grant 21st Century Cohort I-2			
208-526.005	494,490.00	5,880.00	500,370.00
Fund Balance/Working Capital (Fund 208)		-	-

Recommended: Kate Burford  
Accountant

Chris Ab  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2015-2016 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
City Clerk

## STAFF REPORT

Date: November 17, 2015

Subject: Wyoming Public Schools 21<sup>st</sup> Century Learning Center Grants (Cohort G, H, I-1, I-2)

From: Eric Tomkins, Recreation Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services  
Dr. Tom Reeder, Superintendent, Wyoming Public Schools

Meeting Date: December 7, 2015

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### **RECOMMENDATION:**

It is recommended that the City Council approve these minor budget amendments related to the four (4) 21<sup>st</sup> Century Learning Center grant agreements with the Wyoming Public School District allowing for the partnership of implementing and managing the T.E.A.M. 21 after-school program within Wyoming Public Schools, Godfrey Lee Public Schools, Godwin Heights Public Schools, and Kelloggsville Public Schools districts. These amendments will allow for an increase in seasonal staff expenses due to a quicker than expected filling of group leader positions this academic year.

### **SUSTAINABILITY CRITERIA:**

Environmental Quality – T.E.A.M. 21 provides a safe, structured and nurturing environment for participating youth.

Social Equity – T.E.A.M. 21 is an opportunity for students determined to be at the highest risk academically, to learn positive life-enhancing academic, physical activity and positive socialization skills during out-of-school time.

Economic Strength – Developing a higher percentage of students who can perform well academically and demonstrate better physical fitness and socialization abilities, allows for school districts to meet the required state and federal standards related to education. This not only leads to more students being able to pursue higher education opportunities, but it also is well documented that strong school districts are important to the economic viability of a community.

### **DISCUSSION:**

Multiple grants fund the T.E.A.M 21 program and are authorized within five year funding cycles. While a collaborative program between multiple school districts and the City of Wyoming, the Wyoming Public School District is the grant awardee of record with the State of Michigan and acts as the fiduciary for fund distribution across all partners. The agreements between the City

and the Wyoming Public School District indicate that the Wyoming Public School District will reimburse the City for its direct expenses related to the T.E.A.M. 21 program. These minor budget amendments reflect the need to increase seasonal staff expenses (a City T.E.A.M. 21 expense) due to being more fully staffed in group leader positions at all 15 T.E.A.M. 21 sites earlier in the academic year than previously projected. In years past, it has taken a little more time to fill group leader positions to capacity at each site. Being able to be fully staffed sooner with regard to group leaders (and in essence throughout the fiscal year), allows each site to maximize student participation as T.E.A.M. 21 commits to no more than a 12:1 student to staff ratio with respect to group leader positions.

**BUDGET IMPACT:**

The budget amendments will increase expenditures that will result in a corresponding increase in revenues (received from Wyoming Public Schools) for the following 21<sup>st</sup> Century Learning Center Grants:

	<u>Revenues</u>	<u>Expenses</u>
Cohort G Grant:	208-526.002	208-752-761.08
Cohort H Grant:	208-526.003	208-752-761.09
Cohort I-1 Grant:	208-526.004	208-752-761.10
Cohort I-2 Grant:	208-526.005	208-752-761.11

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO PAULA THOMPSON FOR HER SERVICE  
AS A MEMBER OF THE HOUSING COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Paula Thompson has served faithfully and effectively as a member of the Housing Commission since February 2, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Paula Thompson for her dedicated service as a member of the Housing Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO REAPPOINT MEMBERS TO THE GREATER WYOMING  
COMMUNITY RESOURCE ALLIANCE FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Greater Wyoming Community Resource Alliance expires on January 1, 2016.
2. It is the desire of the City Council that members be reappointed to serve on the Greater Wyoming Community Resource Alliance for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby reappoint the following named persons to serve on the Greater Wyoming Community Resource Alliance for the City of Wyoming for the terms so stated.

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Greater Wyoming Community Resource Alliance</u>	
James Carmody	01/01/19
Tamara Lopez	01/01/19

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ESTABLISH AND CHANGE CERTAIN REGULAR CITY COUNCIL  
MEETING DATES IN THE 2016 CALENDAR YEAR

WHEREAS:

1. Public Act 267 of 1976 requires that the meeting dates of the City Council be publicly posted, listing the dates, times and places of all the regularly scheduled meetings for the 2016 calendar year.
2. On certain regularly scheduled meeting dates in 2016, the City and the Nation will celebrate holidays which conflict with the regular schedule.
3. It is deemed advisable to adjust the regular meeting schedule to accommodate holiday scheduling.

NOW, THEREFORE, BE IT RESOLVED:

1. That the regular meetings of the Wyoming City Council will be held on the first and third Mondays at 7:00 p.m., except in July, when the first meeting shall be on Tuesday, July 5, and in September, when the first meeting shall be on Tuesday, September 6.
2. That the work sessions of the City Council shall be held on the second Monday of each month at 7:00 p.m.
3. That committee of the whole meetings of the City Council shall be called as needed.
4. That all dates for regular and work session meetings of the Wyoming City Council be as described on the attached schedules.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

**SCHEDULED MEETING DATES OF THE WYOMING CITY COUNCIL  
REGULAR COUNCIL MEETINGS FOR THE YEAR 2016**

ALL MEETINGS BEGIN AT 7:00 PM AND ARE HELD IN THE WYOMING CITY HALL LOCATED AT 1155 28<sup>TH</sup> ST SW, WYOMING, MICHIGAN IN THE CITY COUNCIL CHAMBERS.

THE COMPLETE ADDRESS OF WYOMING CITY HALL IS 1155 28<sup>TH</sup> STREET SW, P.O. BOX 905, WYOMING, MICHIGAN 49509-0905.

**REGULAR COUNCIL MEETING DATES**

MONDAY, JANUARY 4, 2016  
MONDAY, JANUARY 18, 2016

MONDAY, FEBRUARY 1, 2016  
MONDAY, FEBRUARY 15, 2016

MONDAY, MARCH 7, 2016  
MONDAY, MARCH 21, 2016

MONDAY, APRIL 4, 2016  
MONDAY, APRIL 18, 2016

MONDAY, MAY 2, 2016  
MONDAY, MAY 16, 2016

MONDAY, JUNE 6, 2016  
MONDAY, JUNE 20, 2016

**TUESDAY, JULY 5, 2016**  
MONDAY, JULY 18, 2016

MONDAY, AUGUST 1, 2016  
MONDAY, AUGUST 15, 2016

**TUESDAY, SEPTEMBER 6, 2016**  
MONDAY, SEPTEMBER 19, 2016

MONDAY, OCTOBER 3, 2016  
MONDAY, OCTOBER 17, 2016

MONDAY, NOVEMBER 7, 2016  
MONDAY, NOVEMBER 21, 2016

MONDAY, DECEMBER 5, 2016  
MONDAY, DECEMBER 19, 2016

**SCHEDULED WORK SESSION MEETING DATES OF THE  
WYOMING CITY COUNCIL FOR THE YEAR 2016**

ALL MEETINGS BEGIN AT 7:00 PM AND ARE HELD IN THE WYOMING CITY HALL  
LOCATED AT 1155 28<sup>TH</sup> ST SW, WYOMING, MICHIGAN IN THE CITY COUNCIL  
CHAMBERS.

THE COMPLETE ADDRESS OF WYOMING CITY HALL IS 1155 28<sup>TH</sup> STREET SW, P.O.  
BOX 905, WYOMING, MICHIGAN 49509-0905.

**WORK SESSION MEETING DATES**

MONDAY, JANUARY 11, 2016

MONDAY, FEBRUARY 8, 2016

MONDAY, MARCH 14, 2016

MONDAY, APRIL 11, 2016

MONDAY, MAY 9, 2016

MONDAY, JUNE 13, 2016

MONDAY, JULY 11, 2016

MONDAY, AUGUST 8, 2016

MONDAY, SEPTEMBER 12, 2016

MONDAY, OCTOBER 10, 2016

MONDAY, NOVEMBER 14, 2016

MONDAY, DECEMBER 12, 2016

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SET MEETING DAYS AND TIMES FOR THE  
CITY OF WYOMING BOARDS AND COMMISSIONS

WHEREAS:

1. Section 2.113 of the City Code of Ordinances states that days and times of board and commission meetings shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. Wyoming City Council does hereby set the days and times for the Wyoming Boards and Commissions as listed on the attached schedule.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

2016 Meeting Schedule

Resolution No. \_\_\_\_\_

CITY OF WYOMING  
BOARDS - COMMISSIONS - COMMITTEES  
2016 MEETING SCHEDULE

<b>BOARD OF REVIEW</b>	
Tuesday, March 8, 1:00 p.m.	City Hall - 1155 28 <sup>th</sup> Street SW
Monday, March 14, 9:00 a.m. – noon, and 1:30 – 4:30 p.m.	
Tuesday, March 15, 1:30 – 4:30 p.m., and 6:00 – 9:00 p.m.	
Wednesday, March 16, 9:00 a.m. – noon, and 1:30 – 4:30 p.m.	
Thursday, March 17, 1:30 – 4:30 p.m., and 6:00 – 9:00 p.m.	
Monday, March 21, 1:00 p.m.	
Tuesday, July 19, 2:00 p.m.	
Tuesday, December 13, 2:00 p.m.	
<b>BUILDING AUTHORITY</b>	
At the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>COMMUNITY DEVELOPMENT COMMITTEE</b>	
At the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>COMMUNITY ENRICHMENT COMMISSION</b>	
7:00 p.m. on the 3 <sup>rd</sup> Tuesday of each month (no meeting in June, July and August )	City Hall - 1155 28 <sup>th</sup> Street SW
<b>CONSTRUCTION BOARD OF APPEALS</b>	
3:00 p.m. on the 2 <sup>nd</sup> Monday of each month at the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>DOWNTOWN DEVELOPMENT AUTHORITY</b>	
7:30 a.m. on the 1 <sup>st</sup> Tuesday of January, April, July, and October	City Hall - 1155 28 <sup>th</sup> Street SW
<b>ECONOMIC DEVELOPMENT CORPORATION AND BROWNFIELD REDEVELOPMENT AUTHORITY</b>	
At the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>ELECTION COMMISSION</b>	
At the call of the City Clerk	City Hall - 1155 28 <sup>th</sup> Street SW
<b>GREATER WYOMING COMMUNITY RESOURCE ALLIANCE</b>	
9:00 a.m. on the 4 <sup>th</sup> Tuesday of each month	City Hall - 1155 28 <sup>th</sup> Street SW
<b>HEALTH INSURANCE TRUST BOARD</b>	
3:00 p.m. on the 4 <sup>th</sup> Monday of January, April, July, October	City Hall - 1155 28 <sup>th</sup> Street SW
<b>HISTORICAL COMMISSION</b>	
6:30 p.m. on the 3 <sup>rd</sup> Wednesday of each month (no meeting in December)	Wyoming Public Library - 3350 Michael SW
<b>HOUSING BOARD OF APPEALS</b>	
7:00 p.m. on the 1 <sup>st</sup> Thursday of each month at the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>HOUSING COMMISSION</b>	
1:00 p.m. on the 3 <sup>rd</sup> Tuesday: January 19, March 15, May 17, August 16, October 18, December 20	Housing Commission - Westwood Apartments 2450 36 <sup>th</sup> Street SW
<b>OFFICERS COMPENSATION COMMISSION</b>	
In every odd-numbered year at the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>PARKS AND RECREATION COMMISSION</b>	
7:00 p.m. on the 2 <sup>nd</sup> Wednesday of each month (no meeting in July & Aug.)	City Hall - 1155 28 <sup>th</sup> Street SW
<b>PLANNING COMMISSION</b>	
7:00 p.m. on the 3 <sup>rd</sup> Tuesday of each month	City Hall - 1155 28 <sup>th</sup> Street SW
<b>RETIREMENT BOARD</b>	
3:00 p.m. on the 3 <sup>rd</sup> Monday of each month	City Hall - 1155 28 <sup>th</sup> Street SW
<b>WKTV COMMISSION</b>	
7:00 p.m. on the 1 <sup>st</sup> Tuesday of each month	WKTV - 5261 Clyde Park Avenue SW
<b>ZONING BOARD OF APPEALS</b>	
1:30 p.m. on the 1 <sup>st</sup> and 3 <sup>rd</sup> Monday of each month	City Hall - 1155 28 <sup>th</sup> Street SW

\*\* NOTICE GIVEN PURSUANT TO PUBLIC ACT 267, OF 1976, AS AMENDED, BEING MCL 15.261  
For further information regarding a scheduled meeting, contact the office of the City  
Clerk at 1155 28th St. SW, Wyoming, MI 49509-0905. Phone 616-530-7296.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON THE PROPOSED  
COUNTY OF KENT AND THE CITIES OF GRAND RAPIDS AND WYOMING  
FFY 2016–2020 CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 40 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a Consolidated Plan every five years to indicate objectives for spending HUD Community Development funds.
3. The City of Wyoming entered into a Memorandum of Understanding on March 2, 2015 with the County of Kent and the City of Grand Rapids to provide for professional planning services in the development of a Regional Consolidated Plan.
4. The Wyoming Community Development Committee on November 4, 2015 recommended to the Wyoming City Council approval of the Goals and Priority Needs identified in the proposed County of Kent and the Cities of Grand Rapids and Wyoming Consolidated Housing and Community Development (HCD) Plan, covering the period from July 1, 2016 through June 30, 2021.
5. A Wyoming City Council public hearing is a requirement prior to Wyoming City Council approval of the FFY 2016-2020 HCD Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of January 18, 2016 at 7:01 p.m. for a public hearing on the FFY 2016-2020 HCD Plan.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on December 7, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ESTABLISH THE POLLING PLACE FOR PRECINCT 15  
IN THE CITY OF WYOMING, KENT COUNTY, MICHIGAN

WHEREAS:

1. State law requires the legislative body of each city to designate and prescribe the place or places of holding an election in the city.
2. The current polling location for Precinct 15 is Southside Vineyard Church.
3. This facility is no longer suitable for use as a polling location due to a pending change of ownership.
4. The City Clerk recommends that Precinct 15 be relocated to Grace Bible College, located at 1011 Aldon Street SW, as this building meets ownership and accessibility standards and is of a suitable size and location to serve the voters of Precinct 15.

NOW, THEREFORE, BE IT RESOLVED:

1. The polling location for Precinct 15 shall be established at Grace Bible College, 1011 Aldon Street SW.
2. The polling location for Precinct 15 shall be effective for the March 8, 2016 election and thereafter, unless changed by a future resolution of the City Council.
3. The City Clerk shall notify the Secretary of State of the State of Michigan, the Kent County Clerk, and, in accordance with State law, all affected voters of the new precincts and polling locations established.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE AMENDED BY-LAWS FOR  
THE WYOMING HOUSING COMMISSION

WHEREAS:

1. The Wyoming Housing Commission wishes to amend its existing By-Laws in order to reflect changes in processes, clarification of duties and general updating and reorganizing for accuracy and efficiency.
2. A review of the existing By-Laws by the Housing Commission and the City Clerk resulted in the following recommended changes:
  - a. Update the address of the Offices of the Wyoming Housing Commission.
  - b. General reorganization of the By-Laws with language modifications (modern terminology)
  - c. Clarification regarding the selection and appointment of Housing Commission employees
  - d. Clarifications regarding meetings, including the purpose and order of business, schedule, reasons for closed sessions and compliance with the Open Meetings Act.
  - e. Change the title and duties of officers now identified as Chair and Vice-Chair.
  - f. Change the manner of voting to voice vote unless a roll call vote is deemed necessary
3. The Wyoming Housing Commission approved the amended By-Laws on December 16, 2014.
4. The amended By-Laws were submitted to the Department of Housing and Urban Development for review and no objection has been noted regarding the proposed amendments.

NOW, THEREFORE, BE IT RESOLVED:

1. The By-Laws of the Wyoming Housing Commission, as attached, are adopted, are effective immediately, and until such time as further amendments are appropriate.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

By-Laws of Wyoming Housing Commission

Resolution No. \_\_\_\_\_

# **WYOMING HOUSING COMMISSION**

## **BY-LAWS**

### **ARTICLE I – The Commission**

Section 1 – Name of the Commission. The name of the Commission shall be the “Wyoming Housing Commission.”

Section 2 – Offices of the Commission. The offices of the Commission shall be at Westwood Apartments, 2450 36<sup>th</sup> St. S.W., Wyoming, Michigan, 49519 and will hold its meetings at this address or at another location determined by the Commission with proper notice.

### **ARTICLE II – Membership**

The Wyoming Housing Commission shall consist of five (5) voting members to be appointed by the appointing authority, which is the City Manager and approved by the City Council. One of the members shall be a participant of the programs administered by the Commission.

### **ARTICLE III – Term of Office**

The term of the members shall be five years. Only one member’s term shall expire each year. All regular terms expire on June 30. The members of the Commission serve at the will of the appointing authority.

### **ARTICLE IV – Vacancy**

Any vacancy shall be filled by the appointing authority and such appointee shall serve for the remainder of the unexpired term.

### **ARTICLE V – Officers**

Section 1 – Officers. The officers of the Commission shall be a Chair and a Vice-Chair, and a Director (who shall also be the Secretary of the Commission).

Section 2 – Duties of the Chair. The Chair shall preside at the meetings of the Commission and shall have the duties normally conferred by parliamentary usage of such officers. The Chair shall submit such recommendations and information as he or she considers appropriate concerning the business, affairs, and policies of the Commission.

Section 3 – Duties of the Vice-Chair. The Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair; in case of resignation or death of the

Chair, the Vice-Chair shall perform such duties as are imposed on the Chair until such time as the commission shall elect a new Chair.

Section 4 – Duties of the Director. The Director shall have general supervision over the administration of the business and affairs of the Commission subject to the direction of the Commission. The Director shall be charged with the management of the developments of the Commission.

The Director shall have the care and custody of all funds of the Commission and shall deposit or cause to have deposited the same in the name of the Commission in such bank or banks as the Commission may select. As authorized by the Commission, the Director may sign all contracts, deeds and other instrument made by the Commission. The Director shall sign all orders and checks for the payment of money and shall pay out or cause to be paid out and disburse or cause to be disbursed such moneys under the direction of the Commission. Except as otherwise authorized by resolution of the Commission, all such orders and checks shall be countersigned by the Chair, or Vice-Chair of the Commission. The Director shall keep or cause to be kept regular books of account showing receipts and expenditures and shall render to the Commission on regular scheduled meetings, an account of the transactions and also the financial condition of the Commission.

The compensation of the Director shall be determined by the Commission with the approval of the Chief Administrative Officer of the City of Wyoming.

Section 5 – Secretary. The secretary shall be the Executive Director of the Housing Commission and shall keep the minutes and records of the Commission; with the assistance of staff, as available, shall prepare the agenda of the regular and special meetings for the Commission members, post the agenda publicly, arrange proper and legal notice of hearings, when necessary, attend to correspondence of the Commission and other duties normally carried out by a secretary.

Section 6 – Additional Duties. The officers of the Commission shall perform other duties and functions that may be required by the Commission, the by-laws, HUD rules and regulations, or policies of the Commission.

Section 7 – Elections. The Commission shall annually elect from its membership a Chair and Vice-Chair who shall serve for the term of one year and shall have such powers as may be granted in the policies of the Wyoming Housing Commission.

Section 8 – Additional Personnel. The Commission may employ personnel as it deems necessary to exercise its powers, duties and functions. Such personnel, including the director, shall be considered employees of the City of Wyoming and appointment made with the approval of the City Manager. The employment of such personnel is governed by the applicable labor contracts.

## **ARTICLE VI – Meetings**

Section 1 – Regular Meetings. The Commission shall annually determine a meeting schedule subject to City Council approval. Meetings shall be held according to annually approved schedule. In the event of a conflict with holidays or other events, a majority at any meeting may change the date and location of any future meeting. All meetings shall be open to the public.

Section 2 – Special Meetings. The Chair may call a special meeting of the Commission for the purpose of transacting business specified in the call. The call for a special meeting may be delivered at any time prior to the proposed meeting to each member of the Commission or may be mailed to the business or home address of each member of the Commission at least two days prior to the date of such special meeting. No other business may be conducted at the meeting.

Section 3 – Closed Session. The Commission may hold a closed session when warranted by the topic, which is specified in the Open Meetings Act. Closed sessions are not open to the public.

Section 4 – Open Meetings Act. All meetings including closed sessions shall be held in compliance with the Michigan Open Meetings Act.

## **ARTICLE VII – Quorum**

Three members of the Commission constitute a quorum and must be present for the Commission to transact any business.

## **ARTICLE VIII – Order of Business**

Section 1 – Order of Business. At the regular meetings of the Commission, the following shall be the order of business:

- Call to Order
- Roll Call
- Public Hearing (if necessary)
- Approval of Minutes
- Approval of Agenda
- Public Comments on Agenda
- Petitions and Communications
- Financial Records
- Report from the Housing Director
- Old business
- New Business
- Acknowledgement of Visitors
- Commissioner Comments
- Adjournment

Section 2 – Resolutions. All resolutions shall be in writing and shall be kept in a journal of the proceedings of the Commission.

Section 3 – Manner of Voting. The voting on all questions and resolutions coming before the Commission shall be voice vote unless the chairman determines a roll call vote is necessary and all yeas and nays shall be entered in the minutes of such meeting.

**ARTICLE IX – Amendments**

The by-laws of the Commission shall be amended only with the approval of at least three members of the Commission at a regular or special meeting.

Adopted by the Housing Commission for the City of Wyoming, Michigan on:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Secretary

Approved by the City Council of the City of Wyoming, Michigan on:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
City Clerk

Adopted:

Resolution:

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT AND DISTRIBUTE ADDITIONAL GRANT FUNDING  
RECEIVED FROM THE OFFICE OF HIGHWAY SAFETY PLANNING

WHEREAS:

1. The City of Wyoming has requested to serve as the host agency for the "Strategic Traffic Enforcement Program" Kent County Task Force, as appointed by the State of Michigan, Office of Highway Safety Planning.
2. The City of Wyoming would accept and reimburse \$242,071 in grant funds designated for overtime patrols to enforce safety restraint and operating while intoxicated violations to seven agencies participating in the Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. Chief James Carmody shall serve as the Director of the Task Force.
2. Rosa Ooms shall serve as the Finance Director of the Task Force.
3. The attached Budget Amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment  
Budget Detail Reports



STATE OF MICHIGAN  
DEPARTMENT OF STATE POLICE  
LANSING

RICK SNYDER  
GOVERNOR

COL. KRISTE KIBBEY ETUE  
DIRECTOR

November 16, 2015

Lt. Mark Easterly  
Wyoming Department of Public Safety  
2300 Dehoop SW  
Wyoming, Michigan 49509

Subject: PT-16-29

Dear Lieutenant Easterly:

The Michigan Office of Highway Safety Planning (OHSP) has approved \$242,071 in federal funds for Highway Safety Project grant number PT-16-29, "Kent County Traffic Enforcement," for the grant period of November 16, 2015 through September 30, 2016. Refer to the enclosed page 1A for the funding breakdown.

**This grant is approved with the following conditions:**

1. **Funding is contingent upon the availability of U.S. Department of Transportation Highway Safety Funds.**
2. A grant orientation meeting is required and will be scheduled by your OHSP grant coordinator.
3. Quarterly progress and financial reports are due: January 30, April 30, July 30, and October 30.
4. Grantees must comply with the Grant Management Requirements set forth in this grant. Please consult the grant application for further details.
5. Grantees must establish a separate account or fund to track expenditures and remaining balances to ensure overspending does not occur.
6. Any changes to the grant's objectives, activities, and/or approved budget must have OHSP approval.

If you have any questions regarding your grant, please contact your OHSP grant coordinator, Patricia Eliason at (517) 241-2498. We look forward to working with you during the course of the project.

Sincerely,

Michael L. Prince, Director  
Office of Highway Safety Planning

Enclosures

cc: Mr. Curtis Holt  
Mr. Robert Luders

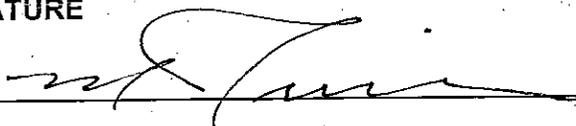
**PAGE 1A - FOR OHSP USE ONLY**FISCAL YEAR:  
2016PROJECT TITLE:  
Kent County Traffic EnforcementGRANT NUMBER:  
PT-16-29APPLICANT:  
Wyoming Department of Public SafetyAPPROVED GRANT PERIOD:  
11/16/2015 through 09/30/2016**FUNDING BREAKDOWN**

FUND TYPE/CFDA #	PAP	TASK	FEDERAL FUNDS COMMITTED
405b-20.616	16-PT	1	\$ 97,618
405d-20.616	16-PT	1	\$144,453

**APPROVED BUDGET SUMMARY**

COST CATEGORY	FEDERAL	NON-FEDERAL	TOTAL
PERSONNEL COSTS	\$242,071	\$ 0	\$242,071
CONTRACTUAL SERVICES	0	0	0
OPERATING COSTS	0	0	0
EQUIPMENT	0	0	0
INDIRECT COSTS	0		0
TOTAL APPROVED COSTS	\$242,071	\$ 0	\$242,071

**OHSP APPROVAL**

SIGNATURE	TITLE	DATE APPROVED
	Division Director	11/16/15



## List of Federal CFDA Numbers for Highway Safety Grants

CFDA Number	Fund Type	Fund Description
20.600	402	State & Community Highway Safety
20.616	405b 405c 405d 405f	-Occupant Protection High Belt Use -Traffic Safety Information Systems -Impaired Driving and Ignition Interlock -Motorcyclist Safety

If your reporting entity receives \$750,000 or more in federal funds annually, you must report the amounts received on your audited financial statements per the requirements of OFM Circular A-133. The Page 1A lists the funding sources included in your grant. You can also find a breakdown of funding sources with the actual amounts spent on the Financial Report in MAGIC+, after your payment has been approved by OHSP. If you need additional information, please contact Heidi Ruis at 517-241-2584 or via email at [RuisH@michigan.gov](mailto:RuisH@michigan.gov).

Updated: 7/13/15

OHSP FY '15-'16 Grant

Kent County Traffic Safety Task Force

Budget Detail OWI

AGENCY	Hours	Base OT Wage	Wage Amount	FICA Rate	FICA \$ Amount	Retirement Rate	Retirement \$ Amount	Comp Rate	Comp. \$ Amount	Fringe \$ Amount	Wage and Fringe Total
Grand Rapids Police Dept.	335.0	\$47.06	\$15,765	0.0145	\$229	0.2007	\$3,164	0	\$0	\$3,393	\$19,158
Grandville Police Department	350.0	\$43.40	\$15,190	0.0765	\$1,162	0.1000	\$1,519	0.0235	\$357	\$3,038	\$18,228
Kent County Sheriff's Dept.	550.0	\$48.53	\$26,692	0.0765	\$2,042	0.1098	\$2,931	0.0091	\$243	\$5,216	\$31,907
Kentwood Police Department	350.0	\$44.14	\$15,449	0.0765	\$1,182	0.4614	\$7,128	0.0173	\$267	\$8,577	\$24,026
Rockford Police Department	335.0	\$44.35	\$14,857	0.0765	\$1,137	0.1306	\$1,940	0.041	\$609	\$3,686	\$18,543
			\$0		\$0	0.0000	\$0		\$0	\$0	\$0
Wyoming Police Department	400.0	\$46.67	\$18,668	0.0765	\$1,428	0.2735	\$5,106	0.0368	\$687	\$7,221	\$25,889
Wyoming Police Dept. Admin.	112.0	\$46.67	\$5,227	0.0765	\$400	0.2735	\$1,430	0.0368	\$192	\$2,022	\$7,249
<b>TOTAL</b>	<b>2432.0</b>		<b>\$111,848</b>		<b>\$7,579</b>		<b>\$23,218</b>		<b>\$2,356</b>	<b>\$33,152</b>	<b>\$145,000</b>



**OHSP FY '15-'16 Grant**

**Kent County Traffic Safety Task Force**

***Budget Detail Seatbelts***

<b>AGENCY</b>	<b>Hours</b>	<b>Base OT Wage</b>	<b>Wage Amount</b>	<b>FICA Rate</b>	<b>FICA \$ Amount</b>	<b>Retirement Rate</b>	<b>Retirement \$ Amount</b>	<b>Comp Rate</b>	<b>Comp. \$ Amount</b>	<b>Fringe \$ Amount</b>	<b>Wage and Fringe Total</b>
Grand Rapids Police Dept.	283.0	\$47.06	\$13,318	0.0145	\$193	0.2007	\$2,673	0	\$0	\$2,866	\$16,184
Grandville Police Department	233.0	\$43.40	\$10,112	0.0765	\$774	0.1000	\$1,011	0.0235	\$238	\$2,022	\$12,135
Kent County Sheriff's Dept.	283.0	\$48.53	\$13,734	0.0765	\$1,051	0.1098	\$1,508	0.0091	\$125	\$2,684	\$16,418
Kentwood Police Department	277.0	\$44.14	\$12,227	0.0765	\$935	0.4614	\$5,641	0.0173	\$212	\$6,788	\$19,015
Rockford Police Department	233.6	\$44.35	\$10,360	0.0765	\$793	0.1306	\$1,353	0.041	\$425	\$2,570	\$12,931
					\$0	0.0000	\$0		\$0	\$0	\$0
Wyoming Police Department	248.5	\$46.67	\$11,597	0.0765	\$887	0.2735	\$3,172	0.0368	\$427	\$4,486	\$16,083
Wyoming Police Dept. Admin.	75.0	\$46.67	\$3,500	0.0765	\$268	0.2735	\$957	0.0368	\$129	\$1,354	\$4,854
<b><i>TOTAL</i></b>	<b>1633.1</b>		<b>\$74,849</b>		<b>\$4,900</b>		<b>\$16,316</b>		<b>\$1,555</b>	<b>\$22,771</b>	<b>\$97,619</b>

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FOR CLEANING SERVICES  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, proposals were received for cleaning services for the Court, City Hall, Public Works, Library, Public Safety and Senior Center buildings.
2. It is recommended the City Council accept the proposal received from West Michigan Janitorial at the prices as shown on the attached tabulation sheet.
3. Funds for cleaning services are budgeted in various departmental accounts with the appropriate account being charged at the time of acquisition.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the proposal for cleaning services to West Michigan Janitorial from January 1, 2016 through December 31, 2018.
2. The City Council does hereby authorize the Mayor and City Clerk to execute a Contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried    Yes  
                              No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

ATTACHMENTS:

Staff Report  
Contract  
Bid Proposal

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: December 1, 2015  
Subject: Cleaning Proposal  
From: Jeff Anderson, Parks & Facilities Supervisor  
Cc: Rebecca Rynbrandt, Director of Community Services  
Meeting Date: December 7, 2015

---

### **Recommendation:**

It is recommended the Wyoming City Council accept West Michigan Janitorial bid prices through December 31, 2018 for cleaning of the Court, City Hall, Public Works, Library, Public Safety and Senior Center buildings.

### **Sustainability Criteria:**

Environmental Quality – The cleanliness of municipal facilities directly represents the City’s brand and citizen pride in their community. As custodians of tax payer funds, we too must be good stewards of the facilities constructed to provide community services. Regular and ongoing maintenance, including janitorial services, provides for high quality work environments, and extends the life of the desks, carpets, tile, etc.

Social Equity – Does not significantly impact this criterion.

Economic Strength – West Michigan Janitorial will hold their prices for all three years of the contract through December 31, 2018.

### **Discussion:**

On October 20, 2015, seven responses were received in answer to our invitation to submit proposals for cleaning services for various City buildings. Eight-three invitations to submit proposals were sent to prospective bidders.

A team of representatives from each of the buildings reviewed the proposals and conducted interviews of the three lowest bidders. Based on the interviews and proposals submitted they recommended awarding the bid to West Michigan Janitorial in the amounts as indicated on the attached tabulation sheet. West Michigan Janitorial had the cleaning contract six years ago and is familiar with our facilities and specifications for cleaning. Their proposal was detailed and provided the adequate amount of time to ensure our facilities are maintained to the standards outlined in the bid document.

Funds for the cleaning services are budgeted in various departmental accounts.

Attachments: Tabulation Sheet  
Contract

**CITY OF WYOMING, MICHIGAN**

**TABULATION OF BIDS**

**On a Cleaning Proposal**

**Opened by the City Clerk on October 20, 2015 at 11:00 a.m.**

**All bid prices reduced to net.**

**Monthly Rate**

Bidder	West Michigan Janitorial	Professional Building Services	icleanpure	Alpine Janitorial Enterprises Inc.	CSM Services	DeGrate's Building Maintenance	Coverall of West Michigan			
							Years 1, 2 & 3 (all three years)	Year 1	Year 2	Year 3
Court	\$2,837.00	\$ 1,495.00	\$ 1,560.00	\$ 1,875.00	\$ 2,464.58	\$ 3,700.00	\$ 3,906.00	\$3,945.00	\$ 3,984.00	
City Hall	\$2,557.33	\$ 1,990.00	\$ 1,755.00	\$ 1,775.00	\$ 2,750.00	\$ 5,018.00	\$ 3,107.00	\$3,138.00	\$ 3,169.00	
Public Service	\$2,276.85	\$ 1,070.00	\$ 1,755.00	\$ 1,825.00	\$ 1,760.41	\$ 2,160.00	\$ 1,528.00	\$1,543.00	\$ 1,558.00	
Library –Memorial Day to Labor Day	\$3,405.37	\$ 3,120.00	\$ 2,762.00	\$ 2,775.00	\$ 2,955.00	\$ 5,133.33	\$ 5,409.00	\$5,463.00	\$ 5,517.00	
Library – Remainder of the Year	\$3,959.73	\$ 3,500.00	\$ 3,120.00	\$ 3,125.00	\$ 3,448.73	\$ 4,177.78	\$ 6,289.00	\$6,352.00	\$ 6,416.00	
Police	\$2,276.85	\$ 1,970.00	\$ 1,625.00	\$ 1,625.00	\$ 4,502.33	\$ 6,518.00	\$ 4,763.00	\$4,811.00	\$ 4,859.00	
Senior Center	\$851.34	\$ 1,120.00	\$977.50	\$975.00	\$ 1,408.33	\$ 1,500.00	\$ 1,108.00	\$1,119.00	\$ 1,130.00	
Discount if Awarded: 4 Buildings						1%	5%			
5 Buildings						1%	7%			
6 Buildings						1%	10%			

## CONTRACT

This Contract made this \_\_\_ day of \_\_\_\_\_, 2015, between the City of Wyoming, a Michigan municipal corporation of 1155 - 28th Street SW, Wyoming, Michigan, hereinafter referred to as "City", and, West Michigan Janitorial of 5160 West River Drive NE, Comstock Park, Michigan 49321, hereinafter referred to as "Contractor", the terms of which are as follows:

1. The term of this Contract shall expire December 31, 2018 and shall commence on January 1, 2016.

2. Contractor shall provide service to the City for the cleaning of the City of Wyoming's following buildings in accordance with the terms of this Contract and the proposal made a part hereof:

Court Building  
2650 DeHoop Ave SW  
Wyoming, Michigan

Library  
3350 Michael Ave SW  
Wyoming, Michigan

City Hall  
1155 28<sup>th</sup> Street SW  
Wyoming, Michigan

Police Building  
2300 DeHoop Ave SW  
Wyoming, Michigan

Public Works Building  
2660 Burlingame Ave SW  
Wyoming, Michigan

Wyoming Senior Center  
2380 DeHoop, SW  
Wyoming, Michigan

3. The Contractor's Proposal for the cleaning services to be performed in the above listed buildings, dated October 19, 2015, opened by the City Clerk on October 20, 2015 and attached hereto, is hereby incorporated by reference and made a part of this Contract in full, except as specifically provided in this document.
4. Contractor shall provide all necessary cleaning equipment and supplies to perform the required services in good and workmanlike manner.
5. Any additional work requested shall be subject to agreement by the parties at a rate to be determined.
6. City shall pay the Contractor in the monthly amount of:

Court	\$2,837.00
City Hall	\$2,557.33
Public Service	\$2,276.85
Library -Memorial Day to Labor Day	\$3,405.37
Library -Remainder of the Year	\$3,959.73
Police	\$2,276.85
Senior Center	\$851.34

for regular services performed during the term of this Contract or in the event of partial services being performed during a month on a pro-rata basis. Payment for any special services or any other additional charges shall be paid on a monthly basis upon submission by the Contractor of an itemized statement to the City.

7. Contractor shall require all of its employees wear a uniform while working.
8. Contractor shall require that none of its employees smoke in the buildings.
9. Contractor shall ensure that all trash collected each day in the buildings is deposited in trash bins located outside of the building immediately upon completion of the trash removal operation and prior to the Contractor's personnel vacating the building. Contractor shall further ensure that no trash collected during the process of the trash collection operation is left unattended at any time prior to deposit in the trash bins.

10. Contractor agrees that because of the nature of the business conducted in City buildings, the City has the right to insist that any particular employee, officer or agent of the Contractor not be assigned to work in said building.
11. Contractor is required to maintain, throughout the term of contract insurance in amounts as specified in the bid specifications. All said insurance policies shall name the City as an additional insured and shall be provided to the City prior to commencement of service.
12. Contractor shall defend, indemnify and hold the City its officers, agents and employees harmless from any and all liability incurred as a result of actions, acts or omissions of Contractor, its officers, agents and employees.
13. Neither the Contractor, its employees, officers or agents shall be considered employees of the City at any time during the term of this Contract.
14. The City may terminate this Contract at any time by providing the Contractor with 5 days written notice of termination. The City reserves the right to terminate the Contractor's Cleaning Service at any one or all of the buildings. The City shall be responsible for all work performed and monthly payments on a pro-rata basis through the effective date of termination.
15. In the event of sale of Contractor's business, the Contractor and all provisions shall be binding upon any purchaser and/or successor to the Contractor.
16. This agreement and the attachment referred to and made a part hereof shall be the full and complete Contract between the parties, any oral agreements or promises to the contrary notwithstanding.
17. The Contract shall be binding upon the heirs, successors and assigns hereto.

CONTRACTOR:

By \_\_\_\_\_

Its \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

CITY OF WYOMING

By \_\_\_\_\_

Its Mayor

By \_\_\_\_\_

Its Clerk

**APPROVED AS TO FORM:**

*John Shuck*

**BID PROPOSAL FORM**

State bid price for cleaning the following Wyoming City buildings based on the specifications contained herein:

Building		Monthly Rate		
		1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
Court		\$2,837.80	\$2,837.80	\$2,837.80
City Hall		\$2,557.33	\$2,557.33	\$2,557.33
Public Service		\$2,276.85	\$2,276.85	\$2,276.85
Library	Memorial Day – Labor Day	\$3,405.37	\$3,405.37	\$3,405.37
	Remainder of Year	\$3,959.73	\$3,959.73	\$3,959.73
Police		\$2,276.85	\$2,276.85	\$2,276.85
Wyoming Senior Center		\$851.34	\$851.34	\$851.34

State percentage discount, if any, off from all of the above listed prices if awarded the cleaning contracts for:

4 Buildings: na %      5 Buildings: na %      6 Buildings: na %

**AFTER HOURS CONTACT:**

NAME: Silvestre Ramirez      CELL PHONE: 616.490.3345

NAME: Lil Klimova      CELL PHONE: 616.516.4330

NAME: Mitch Bart      CELL PHONE: 616.307.1291

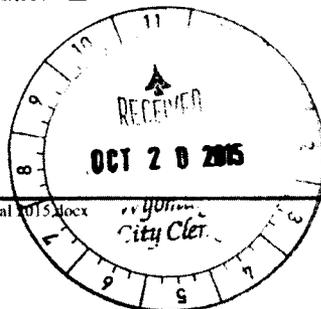
Proposer certifies it is a:

Proprietorship       Partnership       Corporation

Is the bidder a Woman Owned Company?      Yes  No

Is the bidder a Minority Owned Company?      Yes  No

Is the bidder a Section 3 Certified Contractor?      Yes  No



TERMS Net 15

COMPANY West Michigan Janitorial PHONE 616.647.0552

ADDRESS 5160 West River Drive NE

CITY Comstock Park STATE MI ZIP CODE 49321

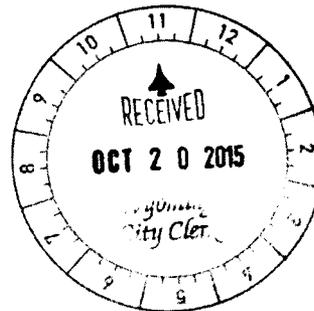
WEBSITE www.wmjanitorial.com EMAIL mbart@wmjanitorial.com

AUTHORIZED BY (PLEASE PRINT) Mitchell Bart

SIGNATURE (REQUIRED) *Mitchell Bart* DATE 10/19/15

All proposals are to be in sealed envelopes and plainly marked "PROPOSAL FOR CLEANING". The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities, and to award the bid in any manner deemed to be in the best interest of the City.

BID DUE: **11:00 A.M., Tuesday, October 20, 2015**  
Wyoming City Clerk's Office  
1155 - 28th Street SW  
P.O. Box 905  
Wyoming, Michigan 49509-0905



**VI. CLEANING SPECIFICATIONS**

All buildings shall be cleaned in accordance with the following specifications:

**A. COURT BUILDING - 2650 DeHoop Avenue SW**

Hours:

Monday – Thursday 7:00 a.m. – 5:00 p.m. & Fridays 7:00 a.m. – 2:00 p.m.

Description	Day of Week (Monday-Friday)	Bidder Agrees	
		Yes	No
<b>General</b>			
Empty wastebaskets (interior and exterior) and empty and wipe cigarette urns by building entrances.	Daily	X	
Replace wastebasket liners	As required to maintain liners of good appearance (Note: City will provide liners)	X	
Clean tops of all counters, desks, tables, files, credenzas, computers, monitors, chairs, other furniture, etc.	Once Per Week	X	
Clean legs, pedestals and front side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month	X	
Clean all horizontal surfaces i.e., window ledges, stair handrails, etc.	Once Per Week	X	
Spot clean walls and doors (especially around door knobs)	Once Per Week	x	
Wash all interior door windows inside and outside, including showcase windows, glass panels and glass partitions in the lobby.	As required to maintain clean appearance	X	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	x	
Clean and polish drinking fountains	Daily	x	
Sweep main stairwell and clean glass panels	Daily	x	
Sweep basement Records Retention Center	Once Per Month	x	
<b>Carpeting</b>			
Vacuum carpet – completely. Must vacuum according to the carpet manufacturer’s guidelines – upright Commercial Equipment with beater brush (no backpack vacuums)	Daily	X	
Vacuum carpeting in the basement-completely	Once Per Month	x	
Spot Clean Carpeting Utilize methods and products as recommended by carpet manufacturer	As Required	X	

Description	Day of Week (Monday-Friday)	Bidder Agrees
<b>All VCT Floors, and Stairwells</b>		
Dust Mop/Sweep	Daily	x
Damp Mop	Daily	x
Strip, seal and refinish floor areas, including baseboards	Up to twice per year, upon City's request	x
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance	X
<b>All Ceramic Floors</b>		
Dust Mop/Sweep	Daily	x
Damp Mop	Daily	x
Scrub and Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby and bathrooms.	X
<b>All Restrooms &amp; Holding Cells (Separate mop is required- mop is not to be used in other areas of the building)</b>		
Clean and disinfect inside and outside of stools and urinals. The restroom in the basement is not used daily, but must be checked daily and cleaned if necessary	Daily	X
Clean partitions	As required to maintain clean glossy appearance.	x
Clean wash basins and exposed drain pipes	Daily	x
Spot clean walls around wash basins	Daily	x
Clean mirrors	Daily	x
Replenish towels, soap, toilet tissue, sanitary products and any other products	Daily (City will supply, towels, soap and toilet tissue)	X
Clean and disinfect floors with antiseptic solution	Daily	x
Clean lockers (outside and top)	Weekly	x
<b>Entrances</b>		
Sweep & Damp Mop floors	Daily	x
Wash all entrance doors and sidelight windows inside & out	Daily	x
Vacuum floor mats	Daily	x
<b>Lunchroom &amp; Coffee Room</b>		
Clean table tops, counter tops, sinks and faucet fixtures.	Daily	x
Utility Closets – To be kept in a clean and orderly fashion	At All Times	x
<b>Elevators</b>		
Vacuum, Clean wall surfaces and handrails	Monday & Wednesday	x

**B. CITY HALL - 1155 28<sup>th</sup> Street SW**

Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m.

Description	Day of Week (Monday-Thursday)	Bidder Agrees	
		Yes	No
<b>General</b>			
Empty wastebaskets (interior and exterior) and empty and wipe cigarette urns (front entrance and back patio)	Daily	X	
Replace wastebasket liners	As required to maintain liners of good appearance (Note: City will provide liners)	X	
Clean tops of all desks, tables, files, credenzas, chairs and other furniture	Once Per Week	X	
Clean all service counters with disinfectant	Daily	x	
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month	X	
Clean all horizontal surfaces (i.e., window ledges, etc.)	Once Per week	x	
Spot clean walls and doors (especially around door knobs)	Once Per Week	x	
Wash all interior door windows inside and outside, including showcase windows and glass panels	Weekly	X	
Wash all entrance lobby doors and glass	Daily	x	
Wash emergency exit door glass and side panels	Every other week.	x	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	x	
Clean and polish drinking fountains	Daily	x	
<b>All Carpeting</b>			
Vacuum Carpet – Completely	Daily – Must vacuum according to the carpet manufacturer’s guidelines (instructions are attached). Commercial Equipment with a beater bar (no backpack vacuums)	X	
Spot Clean Carpeting	Whenever a spot appears. Utilize methods and products as recommended by carpet manufacturer	X	
<b>All Tile Floors - Ceramic &amp; VCT</b>			
Sweep/Dust Mop	Daily	x	
Scrub & Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby, lunchroom and bathrooms	X	
Damp Mop	Daily	x	

Description	Day of Week (Monday-Thursday)		Bidder Agrees	
Strip, seal and refinish floor areas, including baseboards	Up to twice per year, Employees lunchroom up to four times per year, upon City's request		X	
Buff and Spray Buff	As required to maintain floor finish and finish and a clean glossy appearance		X	
<b>All Rubber Tile Stairwells &amp; Landings</b>				
Sweep/Dust Mop	Daily		x	
Damp Mop	Daily or as required to maintain clean appearance		x	
Scrub & Spray Buff	As required to maintain floor finish and a clean glossy appearance		X	
<b>All Concrete Floors</b>				
Sweep	Once Per Month		x	
<b>All Restrooms (Note: separate Mop is required – mop shall not be used in any other part of the building)</b>				
Clean and disinfect inside and outside of stools and urinals	Daily		x	
Clean partitions	As required to maintain clean glossy appearance; minimum once per week.		X	
Clean wash basins and exposed drain pipes	Daily		x	
Spot clean walls around wash basins/fixtures	Daily		x	
Clean mirrors	Daily		x	
Replenish towels, soap and toilet tissue (note: City will supply towels, soap and tissue)	Daily		X	
Damp Mop floors with antiseptic cleaner	Daily		x	
<b>Entrances</b>				
Damp Mop floors	Daily		x	
Wash all entrance doors and sidelight windows inside & out	Daily		x	
Remove and wash rubber track mats and clean the mat's inlay area	Monthly		X	
Vacuum floor mats	Daily		x	
Sweep	Daily		x	
<b>Employee Lunchroom</b>				
Clean table tops, counter tops, sinks and faucet fixtures	Daily		x	
Damp Mop Floor	Daily		x	
<b>Council Chambers Kitchen</b>				
Clean counter tops, sinks and faucet fixtures	Daily		x	

Description	Day of Week (Monday-Thursday)	Bidder Agrees	
Damp Mop Floor	Daily	x	
<b>Janitor/Utility Closets</b>			
To be kept in a neat and orderly fashion at all times.		x	
<b>Miscellaneous</b>			
Contractor shall ensure that all necessary doors within City Hall and the elevator are locked Monday through Thursday promptly at 5:00 p.m. In addition Contractor shall be responsible to check the meeting schedule calendar for City Hall on a daily basis and ensure that one of Contractor's employees is present in City Hall at all time during such meetings. Upon completion of said meetings said employee shall check all meeting rooms for potential fire hazards and ensure that all coffee pots are unplugged and entrance doors to City Hall are locked prior to leaving the building.		x	

**C. PUBLIC WORKS BUILDING – 2660 Burlingame SW**

Hours:

Monday – Thursday 7:00 a.m. – 5:00 p.m.

Description	Day of Week (Monday-Thursday)	Bidder Agrees	
		Yes	No
<b>General</b>			
Empty wastebaskets	Daily	x	
Replace wastebasket liners	As required to maintain liners of good appearance (note: City will provide liners)	X	
Clean tops of all counters, desks, tables, files, credenzas, chairs and other furniture	3 Times Per Week	X	
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs and other furniture	As required to maintain clean appearance; once per month	X	
Clean all horizontal surface i.e., window ledges, etc.	Once Per Week	x	
Spot clean walls and doors (especially around door knobs)	2 Times Per Week	x	
Wash all interior door windows inside and outside, including glass panels	Daily	X	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	x	
Clean and polish drinking fountains	Daily	x	
<b>All Carpeting</b>			
Vacuum carpet – completely (including stairs)	Daily – must vacuum according to the carpet manufacturer’s guidelines (instructions are attached)	X	
Spot Clean Carpeting	Whenever a spot appears utilize methods and products as recommended by carpet manufacturer	X	
<b>All Vinyl Tile Floors</b>			
Sweep	Daily	x	
Mop	Daily	x	
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance	X	
Strip, seal and refinish floor areas, including baseboards	As required to maintain floor finish	x	
<b>All Rubber Tile Floors</b>			
Sweep	Daily	x	
Mop and Buff	Daily	x	

Description	Day of Week (Monday-Thursday)	Bidder Agrees	
<b>All Tile Floors – Ceramic &amp; VCT</b>			
Scrub & Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby, lunchroom and bathrooms	X	
Damp Mop	Daily or as required to maintain clean appearance	x	
Strip, seal and refinish floor areas, including baseboards	Up to twice per year, Employees lunchroom up to four times per year, upon City's request	X	
Buff and Spray Buff	As required to maintain floor finish and finish and a clean glossy appearance	X	
<b>All Clay Tile Floors</b>			
Sweep	Daily	x	
Mop	Daily	x	
<b>All Metal Stairways</b>			
Sweep (all three stairways)	Daily	x	
Clean Handrails	Weekly	x	
<b>All Concrete Floors</b>			
Dust Mop	Daily	x	
Damp Mop	Daily	x	
Scrub	Monthly	x	
<b>All Conference/Training Rooms</b>			
Must be checked daily for use and cleaned if used. If not used, must be cleaned a minimum of twice per week.	As required to maintain a clean appearance, no less than twice per week.	X	
Clean tops of tables and counter areas	After each use, no less than twice per week if not used.	X	
Vacuum	After each use, no less than twice per week if not used.	X	
Clean Plastic Chairs – wipe seat & back of chairs	Monthly	x	
<b>All Restrooms (Note: separate Mop is required – mop shall not be used in any other part of the building)</b>			
Clean and disinfect inside and outside of stools and urinals	Daily		
Clean partitions	As required to maintain clean glossy appearance; minimum once per week	X	
Clean wash basins and exposed drain pipes	Daily	x	
Spot clean walls around wash basins	Daily	x	

Description	Day of Week (Monday-Thursday)		Bidder Agrees	
Clean mirrors	Daily		x	
Replenish towels, soap and toilet tissue (note: City will supply towels, soap and tissue)	Daily		X	
Clean and disinfect floors with antiseptic solution	Twice Per Week		x	
Clean lockers (outside and top)	Weekly		x	
Dust Mop and damp Mop	Daily		x	
Scrub concrete floors	Monthly		x	
<b>Entrances</b>				
Damp Mop floors	Daily		x	
Wash all entrance doors and sidelight windows inside & out	Daily		x	
Vacuum floor mats	Daily		x	
<b>Public Works Bldg. Lunchroom &amp; Coffee Room</b>				
Clean table tops, countertops, sinks and faucet fixtures	Daily		x	
Dust Mop and damp Mop	Daily		x	
Scrub concrete floors	Monthly		x	
<b>Parks Department Lunchroom</b>				
Sweep	Weekly (570 sq. ft., Concrete Floor)		x	
<b>Elevators</b>				
Vacuum	Daily		x	
Clean wall surface and handrails	Daily		x	
<b>Fuel Island</b>				
Empty Wastebaskets	Daily		x	
Sweeping	Weekly		x	
Dusting Shelves	Weekly		x	
<b>Janitor/Utility Closets</b>				
To be kept in a neat and orderly fashion at all times.			x	

D. **LIBRARY - 3350 Michael Avenue SW**

Hours:

Monday – Thursday 9:30 a.m.–8:00 p.m.,

Friday 9:30 a.m. – 6 p.m.

Saturday 9:30 a.m.–5:00 p.m.

Sunday 1:00 p.m.–5:00 p.m. (closed Sundays from Memorial Day – Labor Day)

Description	Day of Week Sunday-Saturday (Closed Sundays from Memorial Day – Labor Day)	Bidder Agrees	
		Yes	No
<b>General</b>			
Empty wastebaskets (interior and exterior) and empty and wipe cigarette urns	Daily	X	
Replace wastebasket liners	As required to maintain liners of good appearance (note: City will provide liners)	X	
Clean tops of all counters, desks & tables	Daily	X	
Clean tops of all files, credenzas, chairs and other furniture	Once Per Week	X	
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture.	As required to maintain clean appearance.	X	
Clean all horizontal surfaces i.e. window ledges, shelving, etc.	Once Per Week	X	
Spot clean walls	Once Per Week	x	
Spot clean around all doors knobs and around doors	Daily	x	
Wash all interior door windows inside and outside, including showcase windows and glass panels	Daily	X	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	x	
Clean and polish drinking fountains	Daily	x	
Dust and clean all computers	Once Per Week.	x	
Clean computer monitors (except flat screen monitors) with appropriate cleaner.	Once Per Week	X	
<b>All Carpeting</b>			
Vacuum carpet – completely	Daily – must vacuum according to the carpet manufacturer’s guidelines, commercial grade equipment with beater bar (no backpack vacuums).	X	

Description	Day of Week		Bidder Agrees
	Sunday-Saturday	(Closed Sundays from Memorial Day – Labor Day)	
Spot clean carpeting	Whenever a spot appears utilize methods and products as recommended by carpet manufacturer		X
<b>All Tile Floors (VCT &amp; Ceramic)</b>			
Sweep/Dust Mop	Daily		X
Damp Mop	Daily		x
Scrub and Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby and bathrooms.		X
Strip, seal and refinish floor areas, including baseboards	Up to three times per year, upon City's request		x
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance		X
<b>All Restrooms (Note: separate Mop is required – mop shall not be used in any other part of the building)</b>			
Clean and disinfect inside and outside of stools and urinals	Daily		x
Clean partitions	As required to maintain clean glossy appearance; minimum once per week		X
Clean wash basins and polish all fixtures.	Daily		x
Wipe all Dispensers	Daily		x
Spot clean walls around wash basins	Daily		x
Clean mirrors	Daily		x
Replenish towels, soap sanitary napkins and toilet tissue (note: City will supply these items)	Daily		X
Clean and disinfect floors with antiseptic solution	Daily		x
Damp Mop floors with antiseptic cleaner	Daily		x
Clean lockers (outside and top)	Weekly		x
Dust all ceramic walls	Weekly		x
<b>Entrances</b>			
Damp Mop floors	Daily		x
Wash all entrance doors and sidelight windows inside & out	Daily		x
Sweep and Mop circular entranceway	Daily		x
Vacuum floor mats	Daily		x
Empty exterior trash containers	Daily		x
Spot Clean Donor Wall	As Needed		x

Description	Day of Week		Bidder Agrees
	Sunday-Saturday	(Closed Sundays from Memorial Day - Labor Day)	
<b>Book Drop</b>			
Sweep & Clean	Daily	x	
<b>Employee Break Room</b>			
Clean table tops, counter tops, sinks cabinets and faucet fixtures	Daily	X	
Appliances - Clean Front Surfaces	Daily	x	
Damp Mop Floor	Daily	x	
<b>Auditorium</b>			
Vacuum completely	Once per week or as needed after scheduled meetings	x	
Clean Tables & Chairs	If Set Up	x	
Clean Coffee Area	Once per week or as needed after scheduled meetings	x	
Clean Stage (wood floor)	Once per week or as needed after scheduled meetings	x	
Buff and shine wood floor (according to manufacturer's specifications)	As required to maintain floor finish and glossy appearance	X	
<b>Art Gallery</b>			
Sweep & Mop	Daily	x	
Dust	Daily	x	
<b>Kitchenette</b>			
Clean all cabinets, countertops and sink	Once per week or as needed	x	
Empty Trash	Daily	x	
Damp Mop Floor	As Needed	x	
Clean Wall Spots	As Needed	x	
<b>Janitor/Utility Closets</b>			
To be kept in a neat and orderly fashion at all times.			x

**E. POLICE BUILDING - 2300 DeHoop Avenue SW**

Hours:

Monday – Thursday 7:00 a.m. – 5:00 p.m. &

Fridays 7:00 a.m. – 2:00 p.m.

Description	Day of Week (Monday-Thursday – unless specified)	Bidder Agrees	
		Yes	No
<b>General</b>			
Empty wastebaskets	Daily	x	
Replace wastebasket liners	As required to maintain liners of good appearance (Note: City will provide liners).	X	
Clean tops of all counters, desks, tables, files, credenzas, chairs and other furniture	Twice Per Week	X	
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month	X	
Clean all horizontal surfaces i.e., window ledges, etc.	Once Per Week	x	
Spot clean walls and doors (especially around door knobs)	Twice Per Week	x	
Wash all interior door windows inside and outside, including showcase windows and glass panels	Daily	X	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance.	x	
Clean and polish drinking fountains	Daily	x	
<b>All Carpeting</b>			
Vacuum carpet – completely (including stairs). Must vacuum according to the carpet manufacturer's guidelines (instructions are attached).	Daily	X	
Spot Clean Carpeting Utilize methods and products as recommended by carpet manufacturer	Whenever a spot appears	X	
<b>All Vinyl/Tile Floors (Including Stair Wells &amp; Landings)</b>			
Dust Mop	Daily	x	
Damp Mop	Daily	x	
Spot Mop	As required to maintain clean appearance	x	
Strip, seal and refinish floor areas, including baseboards	Four Times Per Year	x	
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance	X	

Description	Day of Week (Monday-Thursday – unless specified)	Bidder Agrees	
<b>All Rubber Tile Floors</b>			
Sweep	Daily	x	
Mop and Buff	Every Other Day	x	
<b>All Clay (Ceramic) Tile Floors</b>			
Sweep	Daily	x	
Mop	Daily	x	
Scrub and Buff	Daily	x	
<b>All Concrete Floors</b>			
Dust Mop	Weekly	x	
<b>All Restrooms &amp; Locker Rooms</b>			
<b>(Note: separate Mop is required - mop shall not be used in any other part of the building)</b>			
Clean and disinfect inside and outside of stools and urinals	Daily	x	
Clean partitions	Twice Per Week	x	
Clean wash basins and exposed drain pipes	Daily	x	
Spot clean walls around wash basins	Daily	x	
Clean mirrors	Daily	x	
Replenish towels, soap and toilet tissue	Daily (City will supply, towels, soap and toilet tissue)	x	
Clean and disinfect floors with antiseptic solution	Daily	x	
Clean lockers (outside and top)	Weekly	x	
<b>Holding Cells</b>			
Clean and disinfect inside and outside of stools and urinals.	Daily	x	
Clean partitions	Twice Per Week	x	
Clean wash basins and exposed drain pipes	Daily	x	
Spot clean walls around wash basins	Daily	x	
Clean mirrors	Daily	x	
Replenish towels, soap and toilet tissue	Daily (note: City will supply, towels, soap and toilet tissue)	X	
Clean and disinfect floors with antiseptic solution	Daily	X	

Description	Day of Week (Monday-Thursday – unless specified)		Bidder Agrees	
<b>Entrances</b>				
Damp Mop floors	Daily		x	
Wash all entrance doors and sidelight windows inside & out	Daily		x	
Remove and wash rubber track mats and clean the mat's inlay area	Once Per Week		X	
Vacuum floor mats	Daily		x	
<b>Lunchroom &amp; Coffee Room</b>				
Clean table tops, counter tops, sinks and faucet fixtures.	Daily		x	
Utility Closets -To be kept in a clean and orderly fashion	At All Times		x	
<b>Elevators</b>				
Vacuum	Daily		x	
Clean wall surface and handrails	Daily		x	
<b>Areas to be cleaned on Fridays, Saturdays and Sundays include:</b>				
Main Floor Employee Break Room	Daily		x	
Restrooms	Daily		x	
Fitness Room	Daily		x	
Locker Rooms	Daily		x	
Front Desk Area	Daily		x	
Report Writing Room	Daily		x	
Patrol Room	Daily		x	
Front Lobby Area and Vestibules	Daily		x	
Forensic Science Unit (FSU) Restrooms/Garbage	Daily		x	
Sergeants Office	Daily		x	
Community Service Office (CSO)	Daily		x	

F. **WYOMING SENIOR CENTER - 2380 DeHoop Avenue SW:**

Hours:

Monday – Thursday 7:00 a.m. – 5:00 p.m.

Saturday 8:00 a.m. – 3:00 p.m.

Description	Day of Week (Monday-Thursday)	Bidder Agrees	
		Yes	No
<b>General</b>			
Empty wastebaskets (interior and exterior)	Daily	x	
Replace wastebasket liners	Daily (City will provide liners)	x	
Clean tops of all counters, desks, tables, files, credenzas, chairs and other furniture	Once Per Week	X	
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month	X	
Clean all horizontal surfaces (i.e., window ledges, etc.)	Once Per week	x	
Spot clean walls and doors (especially around door knobs)	Once Per Week	x	
Wash all interior door windows inside and outside, including showcase windows and glass panels	Daily	X	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	x	
Wash all interior windows (i.e. Coffee Shop, Art Studio South)	Daily	X	
Clean Handrails in the hallway	Daily	x	
Clean and polish drinking fountains	As required to maintain clean appearance.	x	
<b>All Carpeting</b>			
Vacuum All Carpeting – Completely	Daily – Must vacuum according to the carpet manufacturer’s guidelines (instructions are attached). Commercial Equipment with a beater bar (no backpack vacuums)	X	
Spot Clean Carpeting	Whenever a spot appears. Utilize methods and products as recommended by carpet manufacturer	X	
<b>Selected Tile Floors - Ceramic &amp; VCT</b>			
Sweep/Dust Mop	Daily	x	
Scrub & Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby, lunchroom and bathrooms	X	

Description	Day of Week (Monday-Thursday)		Bidder Agrees	
Damp Mop	Daily or as required to maintain clean appearance		x	
Buff and Spray Buff	As required to maintain floor finish and finish and a clean glossy appearance		X	
<b>All Restrooms (Note: separate Mop is required - mop shall not be used in any other part of the building)</b>				
Clean and disinfect inside and outside of stools and urinals	Daily		x	
Clean partitions	As required to maintain clean glossy appearance; minimum once per week.		X	
Clean wash basins and exposed drain pipes	Daily		x	
Spot clean walls around wash basins	Daily		x	
Clean mirrors	Daily		x	
Replenish towels, soap and toilet tissue (note: City will supply towels, soap and tissue)	Daily		X	
Check air fresheners in bathrooms and replace as needed	Monthly		x	
Clean sanitary napkin disposal units and replace liners	Daily		x	
Damp Mop floors with antiseptic cleaner	Daily		x	
<b>Entrances</b>				
Damp Mop floors	Once Per Week or as required to maintain a clean appearance		X	
Wash all entrance doors and sidelight windows inside & out	Daily		X	
Remove and wash rubber track mats and clean the mat's inlay area	Monthly		X	
Vacuum floor mats	Daily		x	
Sweep	Daily		x	
<b>Coffee Shop</b>				
Clean table tops, counter tops, sinks and faucet fixtures	Daily		x	
<b>Janitor/Utility Closets</b>				
To be kept in a need and orderly fashion at all times.			x	

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AWARD A BID  
FOR BULK PICK-UP AND DISPOSAL OF STREET SWEEPINGS  
TO WASTE MANAGEMENT OF MI, INC.

WHEREAS:

1. On November 17, 2015, the City received one bid for the bulk pick-up and disposal of street sweepings.
2. The Public Works Department recommends the City Council award the bid to the only bidder, Waste Management of MI, Inc., for calendar years 2016 at a unit price of \$20.58 per ton, 2017 at a unit price of \$21.40 per ton and 2018 at a unit price of \$22.25 per ton.
3. It is anticipated that approximately 1,200 tons of street sweepings will be picked up each fiscal year. Sufficient funds are available in the Solid Waste Service Account: 230-441-44300-956.000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to the only bidder, Waste Management of MI, Inc., to perform the bulk pick-up and disposal of street sweepings for calendar years 2016, 2017 and 2018.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

## STAFF REPORT

DATE: November 19, 2015

SUBJECT: Bid Award – Bulk Pick-Up and Disposal of Street Sweepings

FROM: Jodie Theis, Contracts & Procurement Supervisor

Date of Meeting: December 7, 2015

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### RECOMMENDATION

The Public Works Department recommends that the City Council award the bid to the sole bidder, Waste Management of MI, Inc. to perform the bulk pick-up and disposal of street sweepings for calendar years 2016 at a unit price of \$20.58 per ton, 2017 at a unit price of \$21.40 per ton and 2018 at a unit price of \$22.25 per ton.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

By requiring the contractor to utilize a Class 2 landfill that is approved by the Michigan Department of Environmental Quality for the disposal of street sweepings, the City is reducing the amount of environmental damage caused by improper disposal of materials. Additionally, removing sediment from the streets eliminates its transport into storm sewer catch basins and local streams and creeks.

#### Social Equity

All citizens that utilize our roadways will have a cleaner, more aesthetic environment for their travels throughout the City of Wyoming.

#### Economic Strength

By sweeping the roadways within the City, the Public Works Department is decreasing the amount of debris that can accumulate in the catch basins, lowering repair and sediment disposal costs.

### DISCUSSION

On November 17, 2015, the City received one bid for the bulk pick-up and disposal of street sweepings. Twelve invitations to bid were sent to prospective bidders. The bulk pick-up and disposal of street sweepings includes the pick-up, hauling and disposal at a MDEQ approved landfill of debris removed from the roadways from our street sweeping truck.

Over the past several years, the Public Works Department has removed approximately 1,100 tons of sweepings per year from the streets. It is anticipated that approximately 1,200 tons of street sweepings will be picked up each calendar year. For 2016 the cost of the bulk pick-up and disposal of street sweepings will be \$20.58 per ton, or approximately \$24,700; for 2017 the cost will be \$21.40 per ton, or approximately \$25,700; and for 2018 the cost will be \$22.25 per ton, or approximately \$26,700.

**BUDGET IMPACT**

Sufficient funds are available in the solid waste disposal account, 230-441-44300-956.000.

**BID TABULATIONS**

CITY OF WYOMING, MICHIGAN TABULATION OF BIDS		
ON BULK PICK-UP AND DISPOSAL OF STREET SWEEPINGS		
Opened By <u>City Clerk</u> On <u>November 17, 2015</u> At <u>11:00 a.m. o'clock</u>		
Pick-Up and Disposal of Street Sweepings	Waste Management of MI, Inc.	
	Unit Cost (Per Ton)	ESTIMATED TOTAL PER CALENDAR YEAR. (Approx. 1,200 Tons)
2016	\$20.58	\$24,696.00
2017	\$21.40	\$25,680.00
2018	\$22.25	\$26,700.00

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO EXTEND THE BID FOR  
PERMANENT WINTER HOT MIX ASPHALT

WHEREAS:

1. As detailed in the attached Staff Report, Superior Asphalt, Inc. has offered to extend their current bid pricing for permanent winter hot mix asphalt at a unit price of \$125.00 per ton for the 2015-2016 winter season. It is estimated the City will spend approximately \$37,500.00 for the permanent winter hot mix asphalt.
2. It is recommended the City Council accept the proposal.
3. Funds to purchase of the permanent winter hot mix asphalt will be charged to the Street, sewer and water maintenance account numbers 202-441-46300-775000, 202-441-47800-740000, 203-441-46300-775000, 203-441-47800-740000, 590-441-54200-775000, 591-441-56200-775000 and 591-441-56700-775000 with the appropriate account being charged at the time of acquisition.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the proposal from Superior Asphalt, Inc. extending their bid for permanent winter hot mix asphalt for the 2015-2016 winter season.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

ATTACHMENTS:  
Staff Report  
Proposal

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: November 24, 2015

SUBJECT: Permanent Winter Hot Mix Asphalt – Bid Extension

FROM: Jodie Theis, Contracts & Procurement Supervisor

Date of Meeting: December 7, 2015

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### RECOMMENDATION:

It is recommended that the City Council extend the bid for permanent winter hot mix asphalt to Superior Asphalt Inc. at a unit price of \$125.00 per ton.

### SUSTAINABILITY CRITERIA:

#### Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. The City's use of winter mix asphalt, made from materials that are recycled and able to be recycled, reduces the consumption of natural resources and the dumping of asphalt materials in landfills.

#### Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status.

#### Economic Strength

The use of winter mix asphalt allows the Public Works Department to provide high quality street and utility repairs throughout the winter season. Proper repairs of the City's streets and infrastructure sustain public and private property values.

### DISCUSSION:

On December 14, 2014, the City Council awarded the bid for permanent winter hot mix asphalt to Superior Asphalt Inc., Resolution Number 24994. Superior Asphalt Inc. has agreed to extend their bid pricing for the 2015-2016 winter season as noted on the attached document. The pricing from the 2014 bid shall remain unchanged at \$125.00 per ton.

It is anticipated that the Public Works Department will use approximately 300 tons of permanent winter hot mix asphalt during the 2015 – 2016 winter season. The cost of the permanent winter hot mix asphalt will be \$125.00 per ton, at an estimated total cost of \$37,500.00.

Winter hot mix asphalt is used for temporary repairs on sidewalks and permanent repairs on potholes or larger street repairs during the winter season. It is a special blend of asphalt mix that allows it to be used during the winter.

### BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance account numbers, 202-441-46300-775.000, 202-441-47800-740.000, 203-441-46300-775.000, 203-441-47800-740.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

# SUPERIOR ASPHALT, INC.

669 Century SW  
Grand Rapids, MI 49503

Office: 616-451-3200  
Fax: 616-451-3969  
Email Address:

## Proposal

Date: 11-25-15

Quoted to:		Job Name & Location	
City of Wyoming 1125 28th St sw Wyoming, MI 49509		Phone: Fax: Cell:	Hot Winter Asphalt
Customer ID	Good Thru	Payment Terms	Sales Rep
	10 Days	Due Upon Completion	

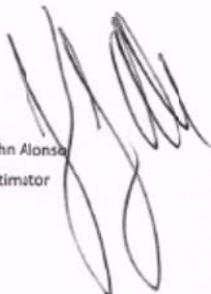
We hereby propose to furnish materials and labor necessary for the completion of:

Joc

Superior Asphalt will supply the City of Wyoming hot winter mix for the upcoming winter of 2015-2016 for the same pricing as the winter of 2014-2015... which was \$125.00 per ton. Pricing includes no delivery and all material must be picked up at our Franklin St location.

Thanks for doing using Superior Asphalt

John Alonso  
Estimator



Note: Unless prior written arrangements have been made, terms are 50% down, balance due upon completion.

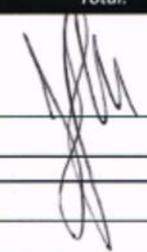
Note: Superior asphalt, inc. is not responsible for damage to concrete caused by heavy equipment accessing job site.

Note: Due to volatility of the petroleum industry, pricing is subject to change if work is not completed within 30 days of acceptance.

All materials are guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any Alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Total:

Authorized Signature: \_\_\_\_\_



### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: Pricing is subject to change if work is not completed within 30 days of acceptance. See Standard Conditions on reverse.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE A PROPOSAL FROM BLACK & VEATCH TO RE-EVALUATE THE  
CLEAN WATER PLANT'S BASIS OF DESIGN FOR COMPATIBLE POLLUTANTS

WHEREAS:

1. The Basis of Design value represents the maximum loading the Clean Water Plant can legally accept and treat in a day, and is allocated among all sewer users.
2. The Clean Water Plant's current Basis of Design is very close to being 100% allocated, but operational data indicate that the plant is capable of treating more loading successfully.
3. Studying and revising the Basis of Design may increase the Plant's legal loading capacity, thereby avoiding a costly expansion of the physical plant itself.
4. A Budget Amendment is necessary to move funds to the Sewer Fund Professional Services Account #590-590-54300-801000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve a proposal from Black & Veatch in the total amount of \$46,582.
2. The Wyoming City Council does hereby authorize the attached Budget Amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
 Budget Amendment  
 Staff Report  
 Black & Veatch Proposal

Resolution No. \_\_\_\_\_



## Staff Report

Date: December 1, 2015  
Subject: Clean Water Plant Basis of Design Study  
From: Myron Erickson, Deputy Director of Public Works  
Date of Meeting: December 7, 2015

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### Recommendation

We recommend that City Council authorize entering into an agreement with Black & Veatch to re-evaluate the Clean Water Plant's basis of design for compatible pollutants and make their recommendation to the MDEQ at a cost of \$46,582.

### Sustainability Criteria:

Environmental Quality – The basis of design for compatible pollutants is the theoretical amount of treatable loading in the City's wastewater that the Clean Water Plant can remove in any given day. Periodically re-evaluating this value protects the plant, which in turn protects the Grand River and downstream environment.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. By re-evaluating the basis of design we are able to more cost-effectively serve Wyoming's rate payers.

Economic Strength – We expect the basis of design to go up, which will mean the plant can accept additional loading without putting the operation at risk. This is many times less costly than physically expanding the plant, which could defer costs in the range of millions of dollars for many years.

### Discussion:

When the plant was last expanded and the new aeration basins and blower system built, the basis of design for the compatible pollutants was determined theoretically. This basis of design value represents the maximum loading the plant can treat in any given day. The State of Michigan, operating through the Department of Environmental Quality, approves this value and requires us to carefully allocate and track how this loading is shared among Wyoming's customers. Because the allocation model is very conservative and utilizes multiple safety factors, we are currently very close to 100% allocation for the compatible pollutants, which

would mean we are correspondingly very close to not being able to accept new sources of loading.

Ordinarily, when the loading seen every day at the plant approaches 100% of the basis of design it means it is time to expand the plant. However, because the plant is operated so efficiently and is so finely tuned, we feel that it is capable of treating more loading than the basis of design indicates. Physically expanding the plant costs of millions of dollars and takes years of planning, and will be necessary someday as population and economic activity grow. If we can postpone this expense and expand the plant's capacity on paper, this will save millions of dollars in the short term. It makes sense therefore to re-evaluate the basis of design today to realize some additional loading capacity that we believe exists in reality but is not reflected in the current theoretical number.

Black & Veatch is the company that designed the plant and developed the current basis of design numbers. In our discussions with them, they have indicated that they would use more modern modeling techniques as well as the plant's operating history to revise the basis of design values for the plant. These are sources of information that weren't available to them when they designed the current plant nearly 20 years ago. The final product of this re-evaluation is their certified professional opinion presented to the MDEQ, which has the authority and responsibility to approve the basis of design of every wastewater treatment plant in the state.

This study is the third in a group of three that we are carrying out to better manage the plant's treatment capacity. The other two studies that are both currently ongoing are the headworks loading study and blower efficiency study. We believe that the three studies taken together are the necessary parts of a three-pronged approach to getting the treatment capacity that we need to meet the City's wastewater treatment needs for many years to come. The total investment of the three studies being undertaken is approximately \$100,000, but this pales in comparison to the millions of dollars it would take to physically expand the plant, which is the only other solution to the loading problem.

Since Black & Veatch is the original designer of the plant we don't believe that there is another company with the same understanding of the plant or with a better approach to the problem. We are therefore not soliciting competitive quotes for this work.

**Budget Impact:**

A budget amendment moving funds from the Sewer Fund's Working Capital to the Sewer Fund Professional Services Account number 590-590-54300-801000 is necessary for this purchase. The requested amount is \$46,582.



**BLACK & VEATCH**  
Building a world of difference.

**B&V Water**

125 OTTAWA AVE. NW  
SUITE 380  
GRAND RAPIDS  
MI 49503-2873  
USA  
+1 616.459.2360 P  
+1 616.459.2810 F

04 November 2015

City of Wyoming  
Clean Water Plant  
Myron Erickson, Deputy Director of Public Works  
2350 Ivanrest SW  
Wyoming MI, 49418

**Subject: Proposal for Engineering Services:  
CWP Loading Evaluation**

Dear Myron:

In response to your request and in accordance with our discussions, we have prepared a proposal to provide a treatment capacity analysis of the Wyoming Clean Water Plant, with a goal of identifying the potential ability to recommended re-rating of the treatment facilities.

Based on performance of the treatment plant since the Stage 2 Improvements project, the City is interested in assessing capacity of the Clean Water Plant in relation to actual performance with current and anticipated loadings. This may offer the ability to accept additional flow from potential industries interested in locating in the service area. The primary limiting factor in accepting additional loadings is the plant's ability to process organic loads. Black & Veatch is pleased to submit this Scope of Services for evaluating the CWP and recommending an appropriate organic loading capacity rating for MDEQ's consideration.

**SCOPE OF SERVICES**

**Task 100 – Operational Review and Evaluation**

B&V will request and evaluate the last three years of operating data to include the CWP's influent and effluent operations data (flows, concentration, sludge wasting, etc.), to include the following:

- Flow
- Influent BOD, TSS, VSS, TKN, Ammonia, TP, OP
- PC effluent BOD, TSS, VSS, TKN, Ammonia, TP, OP
- Final Effluent BOD, TSS, VSS, TKN, Ammonia, TP, OP, Nitrate/ nitrite as N
- Operating data MLSS, MLVSS, Sludge wasting (WAS flow and concentration, PC sludge flow and TS concentration), SRT, MLSS SVI

Plant staff had previously collected ffCOD data to assess influent fractionation and data with which to calibrate a Biowin model. If sufficient ffCOD data is not available, a sampling plan (one week duration) will be developed for plant staff to gather the necessary data.

B&V will issue a technical memorandum summarizing the data for the City's review. The data evaluation results and recommendations will identify requirements for additional sampling or data collection to support the model development.

#### **Task 200 – Model Development & Evaluation**

The initial model for the CWP was developed over ten years ago and the Biowin modeling platform has undergone numerous supplier upgrades since developing the model. Successful conversion of the existing model to the new format is unlikely. We recommend a new model in the latest version of Biowin be developed to minimize the risk associated with updating the existing model. A new model will be developed for the plant and will be calibrated using current operational data. Current headworks loading and aeration evaluations being conducted at the CWP will be considered as results are available.

The model will be run to evaluate existing basin capacity based on current wastewater characteristics. Recommendations for basin capacity re-rating will be based on the following considerations:

- Clarifier surface overflow rate (SOR)
- Clarifier solids loading rate (SLR)
- Basin MLSS concentration
- Basin oxygen uptake rate (OUR)

The basin OUR data will be evaluated and converted into air flow rates in the oxic zones and compared to blower capacity (also considering any impacts from current CWP aeration evaluations by others). The final basin rating will be assessed based both upon basin volume capabilities and the capacity that can be supported by the existing installed blower capacity (or any planned modifications).

#### **Task 300 – Secondary Clarifier Stress Testing**

Clarifier stress testing will be utilized to confirm results of the operational evaluation. A stress test protocol will be developed using the MLSS and MLSS SVI data analysis. The stress test protocol is recommended to be submitted to MDEQ for review prior to performing the stress testing. MDEQ review is necessary to ensure that the testing procedures are acceptable for developing the data necessary (per MDEQ) to support re-rating the clarifiers. Stress testing is intended to be conducted by the City in accordance with the developed plan, and it is anticipated that the testing may last up to 3-days in duration. The protocol will address the flow controls needed to simulate the future loading conditions defined by the Biowin model. B&V will analyze the operating data, and performance results will be summarized in a technical memorandum for submission to MDEQ for review.

**Task 310 – Aeration Basin Stress Testing (Optional Task)**

If required by MDEQ, the results of modeling will be verified by stress testing the aeration basins. A stress test plan will be developed for evaluation of the Blowin model conclusion for the limiting aeration basin loading criteria. A 30-day test plan will be developed to define the basin capacity. This test plan is recommended to be submitted to MDEQ for review to ensure any concerns related to basin re-rating have been adequately addressed. B&V will verify placement of supplemental instrumentation to confirm representative data will be collected. Stress testing and all sampling is intended to be conducted by the City in accordance with the developed plan. B&V will provide technical support to the City during the duration of the testing.

**Task 400 – Recommendations for Further Evaluations/Improvements**

Based on the results of the modeling and stress testing, if any clear limitations are found that would preclude reasonable opportunity for re-rating of the plant, B&V will identify potential mitigation alternatives for discussion with the City. Should this situation become evident, consideration could be made to model potential improvements and develop additional performance testing protocols to evaluate (not included as part of this scope of services).

**Task 500 – Regulatory Correspondence**

Assuming justification for re-rating of the plant, the results of modeling and stress testing will be documented in a summary report to include evaluation and modeling results, performance stress-testing results, and recommendations for justifiable re-rating of the plant. This report will be provided to the City for submission to MDEQ as a formal request to re-rate the Wyoming Clean Water Plant.

**Schedule**

We are available to execute the scope of services upon receipt of Notice-to-Proceed and anticipate completing our evaluation and submitting capacity rating recommendations three (3) months after receiving MDEQ's review comments on the proposed clarifier stress test protocol. If the optional task for aeration basin stress testing is selected for implementation, the duration of the project will have to be adjusted depending on the weather conditions.

Our proposed fee for the above-described Scope of Services is summarized below:

Fee (Base Scope of Work)	\$ 39,696
<u>Task 310 (Optional Task)</u>	<u>\$ 6,886</u>
Total Fee (Including Task 310)	\$ 46,582

A summary of our level of effort and cost for each task is attached.

We look forward being of service to the City of Wyoming in this matter. Should you have any questions, please call me at (616) 308-7165.

Very Truly Yours,  
BLACK & VEATCH



David Koch, PE  
Client Director

cc: Bill Dooley – City of Wyoming; Ben Whitehead – B&V; File

Wyoming, MI Clean Water Plant  
 Secondary Process Loading Evaluation  
 Level of Effort  
 04 November 2015



Task	Est. Hourly Billing Rate:	CD \$245	PM \$150	Sr. PE \$245	PE \$140	F&A \$88	Hours	Labor	Expenses	Total Fee
000 - Project Management & Administration										
100 - Operational Review and Evaluation		2	6	8	24	8	16	\$ 2,094	\$ -	\$ 2,094
200 - Model Development & Evaluation		2	4	8	80	1	39	\$ 6,498	\$ -	\$ 6,498
300 - Clarifier Stress Testing		4	6	10	24	1	101	\$ 15,618	\$ 675	\$ 16,293
400 - Recommendations for Further Evaluations/Improvements		2	2	6	8	1	35	\$ 5,708	\$ -	\$ 5,708
500 - Regulatory Correspondence		2	4	8	16	1	14	\$ 3,050	\$ 675	\$ 3,725
	<b>Total:</b>	<b>14</b>	<b>26</b>	<b>40</b>	<b>144</b>	<b>12</b>	<b>236</b>	<b>\$ 38,346</b>	<b>\$ 1,350</b>	<b>\$ 39,696</b>
310 - Aeration Basin Stress Testing (Optional Task)		2	6	8	24	2	42	\$ 6,886	\$ -	\$ 6,886
	<b>Total, Including Task 310:</b>	<b>16</b>	<b>32</b>	<b>48</b>	<b>168</b>	<b>14</b>	<b>278</b>	<b>\$ 45,232</b>	<b>\$ 1,350</b>	<b>\$ 46,582</b>

CD - Client Director  
 PM - Project Manager  
 Sr. PE - Senior Process Engineer  
 PE - Process Engineer  
 F&A - Finance & Administration

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM  
ABB INC. TO PERFORM PREVENTATIVE MAINTENANCE  
ON MEDIUM VOLTAGE SWITCHGEAR

WHEREAS:

1. As detailed in the attached Staff Report the Clean Water Plant's medium voltage switchgear is due for preventative maintenance
2. ABB Inc. has provided the City with a quote for the estimated amount of \$16,439.00.
3. It is recommended the City Council accept the quote.
4. Funds are available in the Sewer Fund Repairs and Maintenance Account number 590-590-54300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from ABB Inc. to perform preventative maintenance on medium voltage switchgear in the estimated amount of \$16,439.00.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

ATTACHMENTS:  
Staff Report  
Quote

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## Staff Report

Date: November 17, 2015

Subject: Award of Proposal to Perform Preventive Maintenance on Medium Voltage Switchgear

From: Tom Wilson, Clean Water Plant Maintenance Supervisor

Date of Meeting: December 7, 2015

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### RECOMMENDATION:

It is recommended that the City Council award the proposal from ABB Inc. to perform preventive maintenance on the Clean Water Plant's medium voltage switchgear at a cost of \$16,439.00. The proposal includes the necessary manpower, tools, and test equipment to perform the preventive maintenance. Any parts deemed necessary for replacement or repair will be quoted separately.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and optimal working condition.

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

Economic Strength – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Plant.



**DISCUSSION:**

During Clean Water Plant Stage II Construction in 2007, ABB Inc. installed medium voltage switchgear that is now due for preventive maintenance. Because this equipment is critical to our operations, it is in our best interest to have this maintenance work performed by the original designer, manufacturer, and installer of the switchgear.

In this case, as is often the case with switchgear manufacturers, a suggested maintenance frequency is not specifically recommended. However, predictive and preventive maintenance programs, including those of the National Fire Protection Association (NFPA) and the International Electrical Testing Association (NETA) typically make recommendations that vary from three months to six years depending on system criticality and the environment in which the equipment is located.

The full scope of work to be performed is detailed in the attached proposal, some of which includes inspection and operation of the key electrical components, inspection of the opening and closing features of the switchgear, and disassembly of components to check for cracks, deterioration, or worn areas. The work to be performed is highly technical but critical for the safe operation of the equipment and to assure constant power to the plant. This preventive maintenance is required to prevent any failure of key components which could be catastrophic to the equipment, personnel, the facility it is housed in, the plant operation as a whole, or even to our City residents that could experience sewer back-ups as a result.

**BUDGET IMPACT:**

Based on the information presented, it is recommended that the City Council accept the proposal as submitted by ABB Inc. to perform preventive maintenance on the medium voltage switchgear located at the Clean Water Plant in the amount of \$16,439.00. Sufficient funds exist in the Sewer Fund Repairs and Maintenance Account #590-590-54300-930000.



# ABB

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## 1.0 Background

ABB Services, Low and Medium Voltage (ABB) is pleased to furnish this proposal for the **City of Wyoming**. The following sections detail our offer and the unique qualifications that ABB can provide for this project. ABB provides products and services that meet the power distribution needs of industrial, traditional utility, and independent generating customers.

## 2.0 Outline of Capabilities

Distribution equipment management solutions include:

- Diagnostics, testing, routine maintenance and repairs
- In-house or field refurbishment or retrofit of circuit breakers
- Switchgear and breaker upgrades and additions
- Relay testing, maintenance, repair, upgrades and additions
- Aftermarket roll-in-replacement breakers – new and reconditioned
- Training programs
- Complete responsibility for breaker monitoring, maintenance and upgrades
- Management of projects of all sizes involving switchgear and associated components

ABB will provide the **highest** quality electrical equipment services available. ABB has a long history in the electrical power industry, providing a full range of T&D equipment and engineering services to the electrical industry.

## 3.0 Safety

3.1 ABB's primary focus is safety. ABB personnel will perform all work in accordance with applicable OSHA safety standards, customer requirements, as well as ABB's Safety Manual Guidelines. The ABB Medium Voltage Service Safety Manual states that **any ABB employee shall NOT work on energized equipment**. This requirement also applies to situations where an ABB Field Service Engineer is overseeing and supervising the work of others. Although ABB understands each customer has their own safety plan in place, it is our recommendation that all work on switchgear be performed with the bus de-energized.

Under no circumstance shall an ABB representative rack a breaker into an energized cell. When an ABB representative is observing the racking process, he/she shall not be within the flash protection boundary. If the flash protection boundary has not been calculated, then the ABB representative shall exit the area/building until the racking process is completed.

# ABB

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## 4.0 Scope of Work

ABB Inc. shall supply the necessary manpower, tools and test equipment to perform the preventative maintenance testing of the Medium Voltage (MV) switchgear, ABB Type, Shop Order 37-60167.

Summary of Equipment - One line-up ABB MV Breakers, consisting of thirteen (13) 5kV, 50kA, 1200 breakers.

General Worksopce:

### **CIRCUIT BREAKERS - MEDIUM VOLTAGE VACUUM**

- Visual inspection for any visible missing or damaged components
- Operational test including (as applicable)
- Manual and electrical functional operation
- Circuit breaker trip features
- Check
  - minimum and maximum coil operating voltages
  - minimum coil pickup voltages
  - operation of anti-pump feature
  - operation of electrical and mechanical safety interlock
  - operation of indicating devices, including all visual indicators and operational counter
  - operation of racking device and check interlocks
  - geared motor (if applicable)
  - undervoltage release
  - opening and closing release
  - auxiliary contacts (Change of State), auxiliary switch and associated wiring for damage
  - control device
  - contact pressure
- Perform incoming test
  - Insulation resistance
  - Control wiring
  - Opening and closing test at normal operating control voltage
  - Contact resistance (primary contacts)
  - Vacuum integrity (only vacuum circuit breakers)
  - Test proper operation of applicable circuit breaker trip features
- Dis-assembly
  - Dis-assembly to sub-assembly component level
  - Cleaning of sub-assemblies
- Refurbishment
  - Inspection for cracks, deterioration, worn areas
  - Cleaning of contact surface
  - Inspection of terminal blocks and secondary contact blocks for cracking or breakage
  - Clean all current carrying components
  - Clean all non-current metal parts
  - Clean all barriers and insulating parts and inspect for cracks or deterioration
  - Replace worn parts with "Refurb Level-1" kit (content still tbd, only low cost parts)
- Re-assembly
  - Lubrication of moving parts in sub-assemblies
  - Rebuild the breaker according to manufacturer's specifications

# ABB

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- Setup testing and all initial adjustments will be performed by a technician before final testing
- Final inspection
  - Insulation resistance test
  - Control wiring test
  - Contact resistance test
  - Opening and closing test at normal operating control voltage
  - Operate breaker electrically and manually. Check close, trip, latch and trip free operations
  - Visually check the operating mechanism for proper alignment
  - Check pick-up, minimum and maximum coil operating voltages
  - Verify proper operation of
    - anti-pump feature
    - electrical and mechanical safety interlocks
    - racking device and check interlocks
  - Check operation of indicating devices, including all visual indicators and operational counter
- Final testing
- Final inspection
- Report
  - Incoming inspection and test results
  - Final "as left" inspection and test results
  - ABB will affix a label to each circuit breaker which bears our name, address, date of work performed, and ABB job information to ensure future traceability of the work and component used within the breaker.

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**ABB personnel shall not work on energized equipment.**

ABB Inc. shall supply one (1) Field Service Engineer to supervise the breaker repair

The pricing in Section 6.0 includes onsite time {four (4) days, ten (10) hours per day}, mobilization and expenses. Any additional time on site will be invoiced at the applicable rate(s).

NOTE: Any additional time for onsite safety training or mandatory onsite requirements are not included.

ABB is proposing the following schedule for the scope of work above: Any deviation from this schedule could result additional changes. Any delays beyond ABB's control will be invoiced at the applicable rates.

## **5.0 Customer Will Provide**

- Customer must put quote number on Purchase Order before being accepted or acknowledged as an order.
- Drawings and wiring diagrams as required.
- Switching and outages as required with safe lock out and tag out of equipment being worked upon.
- Free and clear access and egress to the worksite.
- Power for tools, lighting, and measurement equipment.
- Communication and sanitation facilities.

# ABB

## 6.0 Pricing

Description	Price
Onsite refurb - As noted in Section 4.0	\$16,439.00

## 7.0 Comments/Exceptions Contract Documents

- This quote is valid for 60 days from the date of issue.
- Quote number must be on the purchase order before acceptance.
- The labor have been quoted using ABB employee non-union labor.
- Any delays beyond ABB's control will be billed at the applicable rate(s) per ABB's Field Service Commercial Rate Schedule 1ZUL9520-001 (attached).
- Parts deemed necessary for replacement or repair will be quoted separately.
- F.O.B. point of shipment for material; freight prepaid and added as an expense.

## 8.0 Preliminary Milestone Schedule

N/A

## 9.0 Resumes of Key ABB Personnel

Available upon request

## 10.0 Terms and Conditions

See Attached

## 11.0 Customer Acceptance

ABB Incorporated has been requested to perform above noted services. This work authorization, per subject terms & conditions provided with this document, forms the basis of contract with ABB, Inc. Upon acceptance please fax a signed copy of this page, along with a copy of your purchase order to the following:

Karen Smith: [karen.smith@us.abb.com](mailto:karen.smith@us.abb.com)

Charlotte Reaves: [charlotte.a.reaves@us.abb.com](mailto:charlotte.a.reaves@us.abb.com)

Patti Cribb: [patti.m.cribb@us.abb.com](mailto:patti.m.cribb@us.abb.com)

# ABB

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ABB Quote Number: 15Q2809308 – Ref: DP11042015-C00

Authorization/Purchase Order Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer Signature: \_\_\_\_\_

Note: ABB Order Entry Personnel – Please use the following codes when entering the order:  
Spine Source Location Code **9AAE315463**  
cid node: 9AAC30404331

# ABB

## Power Products Division Equipment Service

Field Service Rate  
Schedule U.S.A.

1ZUL9520-001  
May 1, 2015

### Technical Services

ABB Inc. maintains a complete staff of trained field engineers and technicians who are available to provide advisory assistance, installation, inspection, commissioning, testing, troubleshooting, start up, engineering studies, maintenance and repair services of electrical apparatus. Field engineers and technicians are classified into categories dependent upon the degree of expertise and complexity of the service required.

#### Class I – Service Engineer or Technical Specialist

The service engineer or technical specialist has specialized educational and factory training and experience in design, assembly, installation, and testing. This person is required for special diagnosis, repairs, inspection, failure analysis, engineering evaluations, and training of customer personnel.

#### Class II – Lead Service Technician

The lead service technician has specialized factory training and experience. This person can act as a consultant for customer's personnel with respect to correct installation, testing, maintenance, or service requirements consistent with ABB guidelines.

#### Class III – General Service Technician

The service technician has craft trade training along with factory training. The specialist will engage in performance of routine maintenance, installation and service activities.

### Specialist Rates

Classification	Daily Rate (1)	Daily Rate with Per Diem	Hourly Overtime Rate (2)	Hourly Sunday, Standby & Holiday Rate (3)
<b>Transformer Services</b>				
Class I	\$2480	\$2830	\$465	\$620
Class II	\$1650	\$2000	\$310	\$415
Class III	\$1320	\$1670	\$250	\$330
Emergency	25% surcharge added to above rates			
<b>HV, MV, &amp; LV Circuit Breaker Services Protection &amp; Control Equipment Services</b>				
Class I	\$1850	\$2200	\$350	\$465
Class II	\$1520	\$1870	\$285	\$380
Class III	\$1100	\$1450	\$210	\$275
Emergency	\$2360	\$2710	\$445	\$590
<b>Gas Insulated Substation (GIS) Services Generator Circuit Breaker (GCB) Services</b>				
Class I GIS	\$2100	\$2450	\$395	\$525
Class I GCB	\$1890	\$2240	\$355	\$475
Emergency	\$2360	\$2710	\$445	\$590

- Daily rate** applies to all time worked or traveled during a normal eight hour work day. The shift is defined as any consecutive eight hour period (Monday-Friday, excluding holidays) with an allowance for lunch.
- Overtime rate** applies to all hours worked or traveled in excess of eight hours on weekdays and the first eight hours worked or traveled on Saturday.
- Sunday and Holiday rate** applies to all hours work or traveled on Sundays, holidays, and in excess of eight hours on Saturday.

ABB policy is a maximum of (12) twelve working hours per day per person including travel time. Under special circumstances and with prior ABB Business Unit approval, the maximum work hours can be extended to (16) sixteen working hours per day per person including travel time.

Hourly and daily rates are exclusive of all travel and living costs.

Charges for travel and living expenses will be billed at cost plus a 25% handling charge.

#### Per Diem

Where purchasers specify or require daily rates for field services inclusive of local traveling and living expenses, a flat charge will be billed for all time worked or traveled per eight hour weekday or fraction thereof (Monday through Friday). All hours worked or traveled in excess of eight hours per weekday and all hours on Saturdays, Sundays, and holidays will be billed at the applicable hourly overtime rates. Per Diem rates exclude the cost of airfare to/from the job site and home base.

#### Traveling Time

The billing for traveling time will be at the applicable rate for the actual time traveled. Traveling time and expenses for each specialist / technician will include leaving and returning to the employee's home base.

#### Minimum Billing

A minimum billing for one day's service will be charged for each day or fraction thereof that a specialist / technician spends on the customer's premises.

#### Standby Time

When specialists / technicians are on the customer's premises but are unable to

perform the services requested because of circumstances beyond the control of ABB Inc., the purchaser will be charged at the applicable rate.

#### Preparation / Post Work Time

When a specialist / technician works on a customer's project prior to the start of the field work and/or after the field work, the purchaser will be charged for all hours worked at the applicable rate.

#### Other Charges

The following charges will be in addition to the service rates stated previously:

##### A. Purchased Material

When the job requires the purchase of materials or services from subcontractors or other vendors or expendable tools, such items will be billed at cost plus a service charge not to exceed 30%.

##### B. Special Tools and Equipment Furnished by ABB

A rental charge shall be made for all specialized tools, equipment, and instruments. Refer to ABB Inc. Field Service Equipment Rental Rate Schedule.

##### C. Company Vehicle Mileage Rate

The cost of mileage for company vehicles to travel to and from the standard job site will be billed at a rate of \$0.75 per mile and \$200 per day.

##### D. Oil Processing Trailer

The daily rate for an oil processing trailer will be billed at \$2,500 per day, if required. Mobilization and demobilization charges will be billed at a rate of \$3.50 per mile each way. The usage of an oil processing trailer requires at least four service personnel (2 of the four must be ABB personnel)

#### TERMS OF PAYMENT

Net 30 days

#### TERMS AND CONDITIONS

ABB Inc. "General Terms and Conditions of Sale"

ABB Inc.  
1-800-HELP-365  
1-800-435-7365

**ABB INC. GENERAL TERMS AND CONDITIONS OF SALE****1. General.**

The terms and conditions contained herein, together with any additional or different terms contained in ABB's Proposal, if any, submitted to Purchaser (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by ABB of the order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the order. As used herein, the term "Purchaser" shall include the initial end use of the Equipment and/or services; provided, however, that Paragraph 13(a) shall apply exclusively to the initial end user.

**2. Prices.**

- (a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof.
- (b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.
- (c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.
- (d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

**3. Payment.**

- (a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal.
- (b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB, or may terminate the order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
- (c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection.

**4. Changes.**

- (a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by ABB and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.
- (b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

**5. Delivery.**

- (a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered F.O.B. United States port of entry. Purchaser shall be responsible for any and all demurrage or detention charges.
- (b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.
- (c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.
- (d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

**6. Title & Risk of Loss.**

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall remain in ABB until fully paid for. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.

**7. Inspection, Testing and Acceptance.**

- (a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours.
- (b) If the order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.
- (c) If the order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

**8. Warranties and Remedies.**

- (a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software, Spare Parts and Refurbished or Repaired Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.
- (b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.
- (c) Exceptions. ABB shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.
- (d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".
- (e) **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**

**9. Patent Indemnity.**

- (a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.
- (b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of ABB.
- (c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. **THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.**
- (d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

**10. Limitation of Liability.**

(a) In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. ABB's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed one-half (1/2) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

**11. Laws and Regulations.**

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the State of New York, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding New York law with respect to conflicts of law. Purchaser agrees that all causes of action against ABB under this Agreement shall be brought in the State Courts of the State of New York, or the U.S. District Court for the Southern District of New York. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

**12. OSHA.**

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

**13. Software License.**

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) The Software may be used only in conjunction with equipment specified by ABB; (ii) The Software shall be kept strictly confidential; (iii) The Software shall not be copied, reverse engineered, or modified; (iv) The Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine readable Software from all of Purchaser's storage media.

**14. Inventions and Information.**

Unless otherwise agreed in writing by ABB and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with ABB. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

**15. Force Majeure.**

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

**16. Cancellation.**

Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

**17. Termination.**

No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

**18. Export Control.**

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

**19. Assignment.**

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

**20. Nuclear Insurance – Indemnity.**

For applications in nuclear projects, the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.

**21. Resale.**

If Purchaser resells any of the Equipment, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder.

**22. Entire Agreement.**

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FROM  
PURITY CYLINDER GASES INC. FOR THE PURCHASE OF ARGON

WHEREAS:

1. As detailed in the attached Staff Report the City of Wyoming purchases and stores argon in bulk using a tank that is owned by Purity Cylinder Gases and leased to the City of Wyoming.
2. Purity Cylinder Gases Inc. has provided the City with a proposal to provide argon at a rate of \$5.00 per 100 cf effective January 1, 2016.
3. It is recommended City Council accept the proposal.
4. It is estimated the City will spend approximately \$29,400.00 for the purchase of argon through December 31, 2016.
5. Funds to purchase the argon will be charged to the Sewer Fund Laboratory Operating Supplies account number 590-590-54310-740000 and the Sewer Fund Laboratory/Environmental Services Operating Supplies account number 590-590-54710-740000 with the appropriate account being charged at the time of acquisition.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the proposal from Purity Cylinder Gases Inc. for the purchase of Argon.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement and authorizes the City Manager to authorize future renewals in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

ATTACHMENTS:  
Staff Report  
Proposal

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: December 1, 2015  
Subject: Bulk Argon Purchase  
From: Jaime Petrovich, Utilities Lab Manager  
Meeting Date: December 7, 2015

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### RECOMMENDATION:

The current purchase agreement for bulk argon gas expires on December 31<sup>st</sup>, 2015. It is recommended that the City renew its purchase agreement with Purity Cylinder Gases, Inc., on an as needed basis.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan’s natural water environment and the public health of Wyoming’s citizens. A large part of this work is conducting laboratory analysis to quantifiably document our compliance with permit limitations and treatment success. This analytical work would not be possible without the use of argon gas. By buying in bulk, we are able to get the product we need with fewer truck runs, with lesser environmental impact. Additionally, we utilize a by-product of Purity’s in our biosolids program, calcium hydroxide, which offers numerous environmental benefits as well.

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

Economic Strength – By maintaining our own independent laboratories in the Utilities Department, we are able to keep our costs as low as possible, while generating more analytical data in which we have higher confidence. Buying in bulk from Purity (a Wyoming business) reduces overall cost versus buying smaller cylinders that need to be replaced more often and cost more per volume unit than bulk quantities.

### DISCUSSION:

An inductively coupled plasma spectrophotometer (ICP) such as we use in the lab at the Clean Water Plant consumes argon gas to make plasma. The plasma provides the form of energy involved in the detection of heavy metals in water samples. The testing results, along with the data from other tests, are the basis of treatment process control, ensuring industrial user compliance, calculating fees and rates, and characterizing biosolids samples.

To minimize our argon costs, we have installed a facility to utilize a bulk storage tank located just outside our main building. The tank is owned by Purity and the City leases it and buys argon from them. Changing suppliers would require us to change over to a different hard-plumbed high pressure storage tank, which would be very expensive and impractical.

Moreover, Purity also gives us liquid calcium hydroxide for free, which we then use to stabilize our biosolids, a cooperative arrangement that saves us approximately \$4,000 per month and has for the last 16

years or so. Our on-going relationship with Purity has given us a reliable source of argon at a very economical price.

**BUDGET IMPACT:**

As you can see on the attached quote, the price for bulk argon for the year 2015 will be \$5.00/hcf, which is a slight increase over the price we pay now of \$4.90/hcf. Based on our past usage, we estimate that this price increase will have an overall impact on our budget of \$540 per year, or about \$45 per month. On average, we spend about \$2450 monthly with Purity on the purchase of argon and tank rental. Purity's increase in the price of argon is small compared with the expense that would be incurred should we no longer purchase in bulk or need to replace the tank in order to purchase from a different supplier.



Bulk Argon Storage Tank



## PURITY CYLINDER GASES INC.

[www.puritygas.com](http://www.puritygas.com)

Since 1938

Michigan Locations:

- Battle Creek • Cadillac • Grand Rapids • Holland • Kalamazoo
- Lansing • Mt. Pleasant • Saginaw • Traverse City

Indiana Locations:

- Angola • Elkhart • Fort Wayne • Warsaw

**CORPORATE HEADQUARTERS**

2580 28<sup>th</sup> St. SW, PO Box 9390

Grand Rapids, MI 49509-0390

Phone (616) 532-2375 - Fax (616) 532-5626

November 15, 2015

Wyoming, City of  
Attn: Jamie Petrovich  
PO Box 905  
Wyoming, MI 49509

Dear Jamie:

We at Purity Cylinder Gases thank you for the opportunity to serve your industrial gas requirements and remain committed to providing you with the quality products and services expected from us. Increased costs in providing these products and services along with increases in associated equipment have made it necessary for us to adjust the pricing to our customers.

In order to partially cover increased costs, your pricing will be revised as follows:

Bulk Argon - \$5.00 per 100 cf

Facility Charge - No Change

The pricing will be effective January 1, 2016.

Thank you for your understanding in this matter. We value your business and appreciate the opportunity to supply your industrial gas requirements.

Sincerely,

PURITY CYLINDER GASES, INC.

A handwritten signature in black ink, appearing to read "Mark Burns", is written over the printed name. The signature is fluid and cursive in style.

Mark Burns

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AWARD A PROPOSAL FOR  
TOWING & STORAGE OF VEHICLES

WHEREAS:

1. As detailed in the attached Staff Report from the Department of Public Safety, proposals were received for towing and storage of vehicles.
2. It is recommended the City Council accept the low proposal received from Merl's Towing Service, Inc. at the prices as shown on the attached Staff Report.
3. Police-Patrol-Impounds and Towing account number 101-305-31500-962000 and the Detective Bureau Other Services account number 101-305-31000-956000 will be charged for expenses related to towing and storage of vehicles.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the proposal for towing and storage of vehicles to Merl's Towing Service, Inc. through December 31, 2018.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes

                              No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

ATTACHMENTS:

Staff Report

Proposal

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: November 13, 2015

SUBJECT: Towing and Storage of Vehicles

FROM: Captain Kim Koster

MEETING DATE: December 7, 2015

### RECOMMENDATION:

It is recommended the City Council award the proposal for a three year contract for Towing and Storage of Vehicles to the low proposal received from Merl's Towing Service, Inc.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The towing and storage of vehicles through towing companies provides a method to insure that vehicles are towed and stored in a secure and environmentally appropriate method.

Social Equity – Does not significantly impact this criterion.

Economic Strength – The approval of this bid will result in a continued partnership with Merl's Towing Service, Inc. and the City of Wyoming, allowing all current practices to continue which will save employee's time.

### DISCUSSION:

On October 22, 2015, the City accepted proposals to provide three-year pricing for towing and storage of vehicles. Thirty-six invitations to submit proposals were sent to prospective bidders and the two bids received from Merl's Towing Service, Inc. and Bud's Wrecker Service Inc. is shown below.

	Merl's Towing Service, Inc.			Bud's Wrecker Service Inc.		
	(Per Occurrence)					
	2016	2017	2018	2016	2017	2018
Service Call - Non Tow	\$42.50	\$45.00	\$47.50	\$85.00	\$90.00	\$95.00
Service Call - Includes tow to any destination within the City of Wyoming limits	\$42.50	\$45.00	\$47.50	\$90.00	\$95.00	\$100.00
*Accident Call - Includes clean-up and tow to any destination within the City of Wyoming limits.	\$92.50	\$97.50	\$102.50	\$135.00	\$145.00	\$150.00
**Impound Tow - Includes safe-keeping and abandoned vehicles	\$92.50	\$97.50	\$102.50	\$100.00	\$125.00	\$135.00
Additional charge for Dolly Service	\$30.00	\$35.00	\$40.00	\$50.00	\$60.00	\$75.00
***Additional charge for Winching Service	\$25.00	\$30.00	\$35.00	\$75.00	\$75.00	\$75.00
Daily Outside Storage Charge (NOTE: No storage charge shall be levied for the first calendar day of any part thereof.)	\$26.00	\$29.00	\$32.00	\$35.00	\$40.00	\$45.00

	Merl's Towing Service, Inc.			Bud's Wrecker Service Inc.		
	(Per Occurrence)					
	2016	2017	2018	2016	2017	2018
Daily Inside Heated Storage Charge (NOTE: No storage charge shall be levied for the first calendar day or any part thereof.)	\$32.00	\$35.00	\$38.00	\$40.00	\$40.00	\$45.00
Tow Charge per mile beyond City of Wyoming limits (Per Towed Mile)	\$4.00	\$4.00	\$4.00	\$4.50	\$4.75	\$5.00
Exceptions to the Bid Specifications (Merl's Towing):	Merl's Towing - Reference "Towing & Storage Charges for 1 ton and smaller model vehicles" and the paragraph referring to registered and approved rates with MPSC on the Bid Proposal form please note exceptions to vehicle sizes. Bid prices are for vehicles less than 10,001 lbs. GVWR. For vehicles 10,001 lbs. GVWR and over, please see the attached rate sheets which are submit to change annually. Any changes would be forwarded to the City of Wyoming prior to change.					
	*Merl's Towing – Reference “Accident Calls” - Rate is for the first 30 minutes on scene. Additional "Wait Time" on scene (after the initial 30 minus) would be billed \$60.00 per hour billed in 1/4 hour increments. Additional "Clean-up time" (after the initial 30 minutes for glass, debris and vehicle fluids (such as oil, transmission fluid, anti-freeze, battery acid,etd.) would be billed \$80 per hour billed in 1/4 hour increments.					
	**Merl's Towing – Reference “Impound Tow” - Rate is for the first 30 minutes on scene. Additional "Wait Time" on scene (after the initial 30 minus) would be billed \$60.00 per hour billed in 1/4 hour increments. Additional "Clean-up time" (after the initial 30 minutes for glass, debris and vehicle fluids (such as oil, transmission fluid, anti-freeze, battery acid,etd.) would be billed \$80 per hour billed in 1/4 hour increments.					
	***Merl's Towing – Reference “Additional Charge for Winching Service” - Any winching beyond the first 15 minutes would be \$80.00 per hour billed in 1/4 hour increments.					

Merl's Towing Service, Inc. has two lots located within the City of Wyoming at 5510 and 5522 Clay Ave SW and the lots have a combined capacity of 350 vehicles stored outside and 12 vehicles stored inside.

The vehicle tow and impound charges will be on an as-needed basis. It is estimated the City will spend approximately \$16,000.00 over the next three years. Sufficient funds have been allocated in the Police-Patrol-Impounds and Towing account number 101-305-31500-962000 and the Detective Bureau Other Services account number 101-305-31000-956000.

**BID PROPOSAL FORM**

List below the price for towing services and storage as per the specifications contained herein:

* See exceptions page (enclosed)  Vehicles less than 10,001 GVWR Towing & Storage Charges for <del>1 ton and smaller model vehicles</del> *	January 1 – December 31		
	2016 (Per occurrence)	2017 (Per occurrence)	2018 (Per occurrence)
Service Call – Non Tow	42.50	45 <sup>00</sup>	47.50
Service Call – Includes tow to any destination within the City of Wyoming limits	42.50	45 <sup>00</sup>	47.50
Accident Call –* Includes clean-up and tow to any destination within the City of Wyoming limits	92.50	97.50	102.50
Impound Tow –* Includes safe-keeping and abandoned vehicles	92.50	97.50	102.50
Additional charge for dolly service	30 <sup>00</sup>	35 <sup>00</sup>	40 <sup>00</sup>
Additional charge for winching service *	25 <sup>00</sup>	30 <sup>00</sup>	35 <sup>00</sup>
Daily Outside Storage Charge (NOTE: No storage charge shall be levied for the first calendar day or any part thereof.)	26 <sup>00</sup>	29 <sup>00</sup>	32 <sup>00</sup>
Daily Inside Heated Storage Charge (NOTE: No storage charge shall be levied for the first calendar day or any part thereof.)	32 <sup>00</sup>	35 <sup>00</sup>	38 <sup>00</sup>
Tow Charge per mile beyond City of Wyoming limits * Per towed mile	4 <sup>00</sup>	4 <sup>00</sup>	4 <sup>00</sup>

\*Towing and Storage Charges for vehicles in excess of 1 ton models are to be at the Contractor's rates as registered with and approved by the MPSC and shall be posted in a prominent location for public viewing at all the Contractor's places of business and will be provided to the City of Wyoming at no charge.

Address of **Outside Storage Area** (See Section IV):

5510 + 5522 Clay Ave SW  
Street Address

Wyoming ME 49548  
City State Zip Code

616-538-1320  
Phone

350  
Number of Vehicles location is able to store. (Section IV - Letter B)

M-F 8am-6pm S/S 10am-2pm  
Hours (See Section IV - Letter D)

Address of **Indoor Storage Area** (See Section IV):

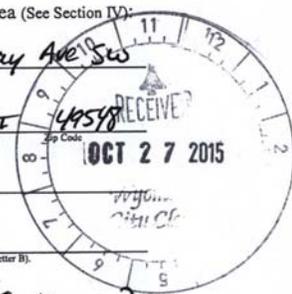
5510 + 5522 Clay Ave SW  
Street Address

Wyoming ME 49548  
City State Zip Code

616-538-1320  
Phone

12  
Number of Vehicles location is able to store (Section IV - Letter B)

M-F 8am-6pm S/S 10am-2pm  
Hours (See Section IV - Letter D)



Is bidder willing to honor the bid pricing for other Kent and Ottawa County municipalities for orders placed within one year from bid award? Kent County Yes  No   
Ottawa County Yes  No

TERMS See Exceptions Page Enclosed (Net 30)

CONTRACTOR Merl's Towing Service, Inc

ADDRESS 5510 Clay Ave Sw

CITY Wyoming STATE MI ZIP CODE 49548

AUTHORIZED BY (PLEASE PRINT) MARK L. FREDETTE PHONE 616-538-1326

AUTHORIZED SIGNATURE (REQUIRED) *[Signature]* DATE 10/26/15

EMAIL (REQUIRED) mfredette@merlstowing.com WEB SITE towwestmichigan.com

All proposals are to be in sealed envelopes and plainly marked "PROPOSAL FOR TOWING AND STORAGE OF VEHICLES." The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities, and to award the bid in any manner deemed to be in the best interest of the City.

**BID DUE: 11:00 A.M., Tuesday, October 27, 2015**  
Wyoming City Clerk's Office  
1155 - 28th Street SW  
P.O. Box 905  
Wyoming, Michigan 49509-0905



PROPOSAL FOR TOWING AND STORAGE OF VEHICLES

10/27/2015

Exceptions, omissions, substitutions and/or recommendations



- (1) While Merl's Towing Service is the bidder of the contract, the contract will be serviced by Merl's Towing Service, E.B.T. Inc. dba Grand Rapids Towing and Swanson's Wrecker Service (all under the same ownership as Merl's Towing Service, Inc.) and named on the enclosed insurance certificate.
- (2) Referencing "Towing & Storage Charges for 1 ton and smaller model vehicles" and the paragraph referring to registered and approved rates with MPSC on the BID PROPOSAL form (page 12) please note exceptions to vehicle sizes. Bid prices are for vehicles less than 10,001 lbs. GVWR. For vehicles 10,001 lbs. GVWR and over, please see our attached rate sheets which are subject to change annually. Any changes would be forwarded to the City of Wyoming prior to change.
- (3) Referencing "Additional Charge for Winching Service" (page 12), the rate listed is for the first 15 minutes of winching. Any winching beyond the first 15 minutes would be \$80 per hour billed in ¼ hour increments.
- (4) Referencing "Accident Call" and "Impound Tow" (page 12), the rate listed is for the first 30 minutes on scene. Additional "Wait Time" on scene (after the initial 30 mins) would be billed \$60 per hour billed in ¼ hour increments. Additional "Clean-up time" (after the initial 30 mins) for glass, debris, and vehicle fluids (such as oil, transmission fluid, anti-freeze, battery acid, etc.) would be billed \$80 per hour billed in ¼ hour increments.
- (5) The liability insurance requirements on the towing bid are well beyond those of any similar municipal contracts. This was discussed on the 2012 bid and we submitted our Accord certificates showing \$1,000,000.00 general liability, Auto liability. Cargo/on hook and Garage keepers, along with a \$1,000,000.00 umbrella. (which was accepted) That has been the same coverage we have carried for all municipal contracts over many years. Our insurance rep will be contacting me 10/27/2015 early AM with a premium quote for the additional \$3,000,000.00 coverage. If the additional insurance is required we will submit a new bid price sheet (page 12) with prices reflecting our increased costs.

*Melissa F. Fubelt*  
10/27/15

**2015 PRICES**

**Vehicles 10,001 pounds and over**

ALL VEHICLES TOWED TO OUR LOTS ARE SUBJECT TO LISTED PARKING CHARGES.

ALL VEHICLES TOWED TO OUR LOTS ARE SUBJECT TO \$40 STATUTORY FEE (WHEN APPLICABLE)

ALL PERMITS AND TOLLS WILL BE ADDITIONAL.

ALL SUBLET COSTS WILL BE SUBJECT TO A 20% MARK-UP.

ALL HAZARDOUS MATERIALS WORK WILL BE SUBJECT TO 50% SURCHARGE.

ALL SERVICES ARE SUBJECT TO THE FUEL SURCHARGE TABLE ON THE LAST PAGE.

ALL EXOTIC AND/OR HIGH PRICED VEHICLES WILL BE PRICED ON A PER CALL BASIS.

ALL HOURLY RATES ARE CALCULATED ON A PORT TO PORT BASIS.

ALL SERVICES ON EXPRESSWAYS OR ON HIGH SPEED TRAFFIC AREAS ARE SUBJECT TO THE FOLLOWING PREMIUM. \$ 15.00

**ROAD SERVICE**

**Service calls M/D & H/D Base Rates**

0-10 miles to breakdown	\$ 90.00
11-20 miles to breakdown	\$115.00
21-30 miles to breakdown	\$140.00
31-40 miles to breakdown	\$165.00
<b>PLUS - On scene time, per hour.</b>	<b>\$105.00</b>

**Unlocks - Commercial Vehicles > 19,500 GVWR \$ 75.00**

**Winch out calls -**

Certain vehicles and/or circumstances including, but not limited to, expressway and high speed traffic areas may justify additional costs.

Medium Duty	\$175.00
Heavy Duty	\$300.00
Extra Heavy Duty	\$500.00
Equipment clean up time at shop - 1/2 hour minimum.	Hourly \$ 80.00

**TOWING**

**Towing charges based on round trip port to port hourly (1.25hr Minimum):**

<b>Light Duty</b> – Passenger vehicles, unloaded vehicles ¾ ton or less with tow truck or flatbed	\$ 80.00
<b>Lt. Med. Duty</b> – Loaded ¾ tons & 1 ton Vans - <10,001 lb. GVWR	\$100.00
<b>Medium Duty</b> -Loaded 1 tons & vehicles 10,001-20,000 lb. GVWR	\$110.00
<b>H/D Towing</b> - Tractors, Heavy box trucks etc...	\$135.00
<b>Extra Heavy Duty</b> – Heavy vehicles; i.e. Garbage & Cement trucks.	\$150.00
Class A Motor Homes - more than 28'	
<b>Motor Coaches, Tour Busses, Fire Engines, &amp; Tractor/Trailer, as one unit</b>	\$175.00

**Daily Parking Rates:**

Outside - Trucks./Trailers > 10,000 lb GVWR, each	\$ 62.50
Inside - Trucks./Trailers > 10,000 lb GVWR, each	\$ 82.50

**Specialized Equipment (Our equipment):**

Tractor- 1.5 hour minimum	Hourly \$105.00
Tractor/Trailer - 1.5 hour minimum	Hourly \$115.00
SkyTrak - 1.5 hour minimum (Plus Tractor & Trailer)	Hourly \$250.00

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**Accidents:**

Vehicles > 10,000 lb. GVWR. Not towed to the City of Grand Rapids lot.

All listed hourly rates billed in ¼ hr increments with one hour minimum charge, \*unless otherwise specified.

	<b>Hourly Rates</b>
Light Duty	\$ 175.00
Medium Duty	\$ 275.00
Heavy Duty	\$ 550.00
Extra H/D Rotator	\$ 675.00
Tractor/Trailer	\$ 200.00
BobTail Tractor	\$ 150.00
Dump Truck	\$ 150.00
Air cushion recovery equipment.	\$1000.00
Recovery trailer	\$ 200.00
Service truck	\$ 175.00
Additional Laborer	\$ 100.00
Supervisor	\$ 175.00
Light Duty wait time	\$ 100.00
Med. Duty wait time	\$ 150.00
Heavy Duty wait time	\$ 250.00
Extra H/D wait time	\$ 325.00
Equipment clean up time at shop	\$ 100.00
*Oil dry per bag	\$ 20.00
*Collision wrap per vehicle	\$ 18.00
*Heavy Duty Dolly	\$ 300.00

**Impounds:**

Vehicles >10,001 lb. GVWR. Not towed to the City of Grand Rapids lot.

Accident damage and / or driveline removal may add additional charges.

	<b>Hourly Rates</b>
Medium duty	\$ 200.00
Heavy duty	\$ 250.00
Extra heavy duty – tractor/ trailers, busses, etc.	\$ 300.00

**Parking:**

Outside - trucks/trailers > 10,001 lb GVWR (each)	\$ 62.50
Inside - trucks/trailers > 10,001 lb GVWR (each)	\$ 82.50

Fuel Surcharge:

<u>Pacific Pride (local) diesel fuel per gallon</u>	<u>Fuel Surcharge</u>
\$3.00 - \$3.50	5%
\$3.51 - \$4.00	7%
\$4.01 - \$4.50	9%
\$4.51 - \$5.00	11%
\$5.01 - \$5.50	13%
Etc.....	

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Gate Valves	HD Supply Waterworks	Bid prices as shown on the attached Staff Report
Winter Cold Mix UPM	Superior Asphalt Inc.	\$125.00 per ton
Road Gravel and Blast Furnace Slag	Verplank Trucking Company	Bid prices as shown on the attached Staff Report

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2015.

ATTACHMENTS:  
Staff Reports

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: November 24, 2015  
SUBJECT: Gate Valves  
FROM: Jodie Theis, Contracts & Procurement Supervisor  
DATE OF MEETING: December 7, 2015

---

### **RECOMMENDATION:**

It is recommended that the City Council award the bid for gate valves to the lowest bidder, HD Supply Waterworks for the unit prices as indicated in the attached bid tabulation.

### **SUSTAINABILITY CRITERIA:**

#### Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. The replacement of leaking gate valves reduces the amount of treated drinking water that is negligently released into the environment and conserves the resources needed to make drinking water.

#### Social Equity

Utility repairs are provided throughout the City without regard to income level or socio-economic status.

#### Economic Strength

The use of gate valves allows the Public Works Department to provide high quality utility repairs. Proper maintenance of the City's infrastructure reduces the need to replace existing water mains and sustains public and private property values.

### **DISCUSSION:**

On November 10, 2015, the City received four bids for gate valves; however, only three bids met the specifications. Fifty-six invitations to bid were sent to prospective bidders.

The Public Works Department utilizes gate valves when installing any new water main and for replacing damaged or broken valves throughout the City of Wyoming.

As indicated on the attached bid tabulation, HD Supply Waterworks provided the lowest bid for the 6", 8" and 12" gate valves. There is no increase in cost from last year's bid pricing.

### **BUDGET IMPACT:**

The Public Works Department anticipates spending approximately \$9,000.00 for gate valves. Sufficient funds are available in the water maintenance account number 591-441-56200-775000.

**BID TABULATION:**

Item Description	Estimated Quantity	HD Supply Waterworks		EJ USA, Inc.		Michigan Pipe & Valve		Etna Supply Co.	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6" (Open Right/Left)	12	\$ 409.83	\$ 4,917.96	\$ 449.84	\$ 5,398.08	\$ 535.53	\$ 6,426.36	\$ 430.00	\$ 5,160.00
8" (Open Right/Left)	6	\$ 659.55	\$ 3,957.30	\$ 724.30	\$ 4,345.80	\$ 862.26	\$ 5,173.56	\$ 660.00	\$ 3,960.00
12" (Open Right/Left)	0	\$ 1,301.36	\$ -	\$ 1,429.12	\$ -	\$ 1,701.34	\$ -	\$ 1,325.00	\$ -
<b>Grand Total:</b>		\$8,875.26		\$9,743.88		\$11,599.92		\$9,120.00	
<b>Brand Bid:</b>		East Jordan Iron Works		East Jordan Iron Works		American Flow Control		Waterous AFC (Alternate Bid)	

## STAFF REPORT

DATE: November 24, 2015

SUBJECT: Winter Cold Mix UPM Asphalt

FROM: Jodie Theis, Contracts & Procurement Supervisor

DATE OF MEETING: December 7, 2015

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### RECOMMENDATION:

It is recommended that the City Council award the bid for winter cold mix UPM asphalt to the only qualified bidder, Superior Asphalt Inc. at a unit price of \$125.00 per ton.

### SUSTAINABILITY CRITERIA:

#### Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. The City's use of winter mix asphalt, made from materials that are recycled and able to be recycled, reduces the consumption of natural resources and the dumping of asphalt materials in landfills.

#### Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status.

#### Economic Strength

The use of winter mix asphalt allows the Public Works Department to provide high quality street and utility repairs throughout the winter season. Proper repairs of the City's streets and infrastructure sustain public and private property values.

### DISCUSSION:

On November 10, 2015, the City received one bid for winter cold mix UPM asphalt and two alternate products. Thirty-two invitations to bid were sent to prospective bidders. As the attached bid tabulation indicates, Superior Asphalt, Inc. provided the only qualified bid for the winter cold mix UPM asphalt at a unit price of \$125.00 per ton.

Winter cold mix UPM asphalt is used as a temporary fix for pot holes and other small repairs that are needed throughout the winter season and until a permanent repair can be made. The asphalt is manufactured at the contractor's facility and picked up by the City's staff.

The City uses approximately 300 tons of winter cold mix UPM asphalt each year. The cost of the asphalt will be \$125.00 per ton, or an estimated total cost of \$37,500.00. The bid for winter cold mix UPM asphalt is an increase of 13% from last year's bid price of \$109.00 per ton.

A-1 Asphalt did not submit a bid price for winter cold mix UPM asphalt but rather submitted a price for winter hot mix asphalt.

Lakeland Asphalt Corp. submitted a bid for a different winter cold mixture than specified. The product submitted by Lakeland Asphalt was used previously by the City and was found to be ineffective compared to the product specified.

**BUDGET IMPACT:**

Sufficient funds are available in the street, sewer and water maintenance account numbers 202-441-46300-775.000, 202-441-47800-740.000, 203-441-46300-775000, 203-441-47800-740000, 590-441-54200-775000, 591-441-56200-775000 and 591-441-56700-775000.

**BID TABULATION:**

<b>Bidder</b>	<b>Temporary Winter Cold Mix UPM (cost per ton)</b>	<b>Is the plant located within 10 miles of the City limits?</b>
Superior Asphalt, Inc.	\$125.00	Yes
A-1 Asphalt, Inc.	No Bid*	N/A
Lakeland Asphalt Corp.	\$79.25**	N/A

\* Submitted bid for hot mix

\*\* Bid CP6 vs. the specified UPM

## STAFF REPORT

DATE: November 19, 2015

SUBJECT: Gravel and Blast Furnace Slag

FROM: Jodie Theis, Contracts & Procurement Supervisor

DATE OF MEETING: December 7, 2015

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### RECOMMENDATION:

It is recommended that the City Council award the bid for road gravel at a unit price of \$9.00 per ton and blast furnace slag at a unit price of \$14.50 per ton to the sole bidder, Verplank Trucking Company.

### SUSTAINABILITY CRITERIA:

#### Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. The City's use of road gravel and blast furnace slag, made from materials that are recycled and able to be recycled, reduces the consumption of natural resources and the dumping of concrete and other materials in landfills.

#### Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status.

#### Economic Strength

The use of road gravel and blast furnace slag allows the Public Works Department to provide high quality street and utility repairs. Proper repairs of the City's streets and infrastructure sustain public and private property values.

### DISCUSSION:

On November 17, 2015, the City received one bid for road gravel and blast furnace slag. Fifty-nine invitations to bid were sent to prospective bidders. Verplank Trucking Co. submitted the sole bid of \$9.00 per ton for road gravel and \$14.50 per ton for blast furnace slag.

The City uses approximately 2,500 tons of road gravel and 1,500 tons of blast furnace slag each year. The cost of the road gravel will be \$9.00 per ton, or an estimated total cost of \$22,500.00. There is no increase in cost from last year's bid pricing for road gravel. The cost of the blast furnace slag will be \$14.50 per ton, or an estimated total cost of \$21,750.00. The bid for blast furnace slag is an increase of 1% of last year's bid price of \$14.29 per ton.

The Public Works Department repairs the streets damaged by weather or utility failures throughout the year. Road gravel and blast furnace slag are used as a base to hot asphalt and occasionally as a temporary patch. The road gravel and blast furnace slag is trucked to the City's Public Works facility by contractors where the material is stored for the street and utility repairs.

### BUDGET IMPACT:

Sufficient funds are available in the sewer and water maintenance account numbers, 590-441-54200-775000, 591-441-56200-775000 and 591-441-56700-775000.

ORDINANCE NO. 12-15

AN ORDINANCE TO AMEND CHAPTER 30, ARTICLE VI, SECTIONS 202 THROUGH 203, 205 THROUGH 208, 212 AND 216 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. Chapter 30, Article VI, Sections 202 through 203, 205 through 208, 212, and 216 of the Code of Ordinances of the City of Wyoming, Michigan, are amended to read as follows:

**Sec. 30-202. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except when the context clearly indicates a different meaning:

*Affected parcel* means a parcel of land, any part of which is located within a restricted zone.

*Applicant* means a person who applies or applied for the establishment of a restricted zone pursuant to this article.

*City* means the City of Wyoming.

*City property* means any interest in real property owned or held by the city and shall include, but not be limited to, the following:

- (i) Real property owned by the city;
- (ii) Real property leased by the city as lessee; and
- (iii) City streets, alleys or other city rights-of-way or easement.

*Contaminated groundwater* means groundwater in which there are present concentrations of constituents that exceed drinking water criteria under the Safe Drinking Water Act, 1976 PA 399, as amended, MCL 325.1001 *et seq.*, or the residential drinking water criteria established by the MDEQ in operational memoranda or rules promulgated pursuant to Part 201 or Part 213, dependent upon whether the release is regulated pursuant to Part 201 or Part 213.

*Domestic use* means the use of groundwater by humans for drinking, cooking, food preparation and other food-related services, domestic animal consumption, gardening, filling of swimming pools or hot tubs, cleaning, washing, bathing and similar household-type water uses in any dwelling, or in any building in which commercial/business, governmental/public, institutional, or industrial activities are conducted. The term does not include water used solely for closed-loop heat pumps, non-contact cooling, or production and/or processing purposes of commercial or industrial enterprises where human exposure is excluded.

*Groundwater* means water below the land surface in the zone of saturation and capillary fringe.

*Influential well* means a well which if used or installed will have the effect of exacerbating a contaminated groundwater plume through its zone of influence.

*Irrigation use* means the use of water for lawn, garden or landscaping irrigation on a residential parcel of land. The term does not include water used for commercial, agricultural or farm irrigation, except as specifically directed by the MDEQ.

*MDEQ* means the Michigan Department of Environmental Quality or its successor agency.

*ODWMA* means the Office of Drinking Water and Municipal Assistance of the MDEQ or its successor agency.

*Owner* means the holder of record title for a parcel of land and also the occupant or operator of a parcel of land in possession under a land contract or lease.

*NREPA* means the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 *et seq.*

*Part 201* means *part 201 of the NREPA (MCL 324.20101 et seq.)*

*Part 213* means *part 213 of the NREPA (MCL 324.21301a et seq.)*.

*Person* means any individual, partnership, corporation, association, club, joint venture, estate, trust and any other group or combination acting as a unit, and the individuals constituting such group or unit.

*Restricted zone* means an area or areas described within Section 30-203 of this article for which prohibition of wells and the use of groundwater applies and includes parcels of land that are legally described in this article, and as amended from time to time as provided in this article.

*U.S. EPA* means the United States Environmental Protection Agency or the successor agency.

*Well* means an opening in the surface of the earth for the purpose of removing fresh water through non-mechanical or mechanical means for any purpose other than a public emergency or conducting response actions that are consistent with the NREPA, the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC Section 9601 *et seq.*, the federal Resource Conservation and Recovery Act, as amended, 42 USC Section 6901 *et seq.*, or other applicable statute.

### **Sec. 30-203. - Restricted zone.**

The following described areas in the city shall be restricted zones under this article. They may be referred to by reference to the name provided in the caption preceding its description. Additional restricted zones, along with a map illustrating the restricted zones, may be added by amending the article in accordance with Section 30-212 and all other applicable laws and code provisions.

(1) *36<sup>th</sup> Street SW Restricted Zone.* The 36<sup>th</sup> Street SW Restricted Zone Property located in the City of Wyoming, Kent County, Michigan, generally described as follows: That area of the City of Wyoming, Kent County, Michigan described as follows: Commencing at the southeast corner of the intersection of the southerly right-of-way (“ROW”) line of 28<sup>th</sup> Street SW (M-11) and the easterly ROW line of US Route 131, thence south along the easterly ROW line of US Route 131 to the northerly ROW line of 41<sup>st</sup> Street SW (as said 41<sup>st</sup> Street SW would be extended in a straight line westerly from its current terminus to US Route 131), thence east along the northerly ROW line of 41<sup>st</sup> Street SW to the westerly ROW line of Buchanan Ave SW, thence north along the westerly ROW line of Buchanan Ave SW to the northerly ROW line of Floyd Street SW, thence east along the northerly ROW line of Floyd Street SW to the westerly ROW line of Division Ave S, thence north along the westerly

ROW line of Division Ave S to the southerly ROW line of 34<sup>th</sup> Street SW, thence west along the southerly ROW line of 34<sup>th</sup> Street SW to the westerly ROW line of Birchwood Ave SW, thence north along the westerly ROW line of Birchwood Ave SW to the southerly ROW line of 32<sup>nd</sup> Street SW, thence west along the southerly ROW line of 32<sup>nd</sup> Street SW to the westerly ROW line of Hillcroft Ave SW, thence north along the westerly ROW line of Hillcroft Ave SW to the southerly ROW line of 28<sup>th</sup> Street SW (M-11) (as said Hillcroft Ave SW would be extended in a straight line northerly from its current terminus to 28<sup>th</sup> Street SW (M-11)), thence west along the southerly ROW line of 28<sup>th</sup> Street SW (M-11) to the point of beginning.

(2) *28<sup>th</sup> Street SW Restricted Zone.* The 28<sup>th</sup> Street SW Restricted Zone described as follows:  
41-17-13-103-050 (608 28<sup>th</sup> Street SW)

That area of the City of Wyoming, Kent County, Michigan described as follows:  
Commencing at the northwest corner of the intersection of the southerly right-of-way ("ROW") line of 28<sup>th</sup> Street SW and the westerly ROW line of Longstreet Ave. SW, thence southerly along the westerly ROW line of Longstreet Ave. SW a distance of 375 feet, thence easterly a distance of 760 feet more or less ("MOL") to the Easterly ROW line of Highgate Ave. SW, thence northerly along the easterly ROW line of Highgate Ave. SW a distance of 375 feet MOL to the northerly ROW line of 28<sup>th</sup> St. SW, thence westerly along the northerly ROW line of 28<sup>th</sup> St. SW to the point of beginning.

#### **Sec. 30-205. - Influential wells.**

No influential well nor a well within a restricted zone may be used or installed if it will have the effect of exacerbating a contaminated groundwater plume, unless it is part of monitoring and/or remediation in conjunction with a response activity or corrective action approved by the MDEQ or the U.S. EPA.

#### **Sec. 30-206. - Exceptions.**

A person may install or utilize, or allow, permit or provide for the installation or utilization of a well in any restricted zone if any of the following exceptions applies and the requirements of the exception are complied with. The party proposing an exception to the well prohibition shall conduct "all appropriate inquiry" and prepare due care analysis pursuant to Part 201 or Part 213.

(1) *Proof of no influence.* If the MDEQ determines based on information provided to it by the person seeking this exception that the use of a well in a restricted zone will not exacerbate existing groundwater contamination, and that water from the proposed well will not be affected by contaminated groundwater, and proof of those determinations is delivered to the city, the well may be used.

(2) *Groundwater monitoring/remediation.* A well may be used for groundwater monitoring and/or remediation as part of a response activity or corrective action approved by the MDEQ or the U.S. EPA.

(3) *Construction dewatering.* A well may be used for construction dewatering if the following conditions are satisfied:

- (i) The use of the dewatering well will not result in unacceptable exposure to

contaminated groundwater, possible cross-contamination between saturated zones, or exacerbation of contaminated groundwater, as defined in Part 201; and

(ii) The water generated by that activity is properly handled and disposed of in compliance with all applicable laws, rules, regulations, permit and license requirements, orders and directives of any governmental entity or agency of competent jurisdiction.

Any exacerbation caused by the use of the well under this exception shall be the responsibility of the person operating the dewatering well, as provided in Part 201 or Part 213.

(4) *Processing activities.* If the MDEQ determines that the use of a well for non-contact heating, cooling, production, or processing involved in industrial or commercial activities will not cause migration or exacerbation of contaminated groundwater and proof of that determination is delivered to the city, such use of the well under terms and conditions specified by the MDEQ will be allowed. All information necessary for the MDEQ determination described in this subsection shall be provided by the person seeking this exception.

(5) *Public emergencies.* A well may be used in the event of a public emergency, as defined under the emergency management plan applicable in the city and pursuant to applicable state law, if authorized by the city. Notice of such use shall be provided to the MDEQ within a reasonable time thereafter.

**Sec. 30-207. - Sources of water supplied for domestic and irrigation use.**

(1) For affected parcels that are not already serviced by the city water system on the day of enactment of a restricted zone, the applicant of the restricted zone shall be responsible for the costs to connect those affected parcels within that restricted zone to the city water system. Furthermore, for affected parcels that have a well on the day of enactment of a restricted zone which is used primarily for irrigation uses, the applicant of the restricted zone shall be responsible for the costs to connect the irrigation system on the affected parcel within that restricted zone to the city water system.

(2) This section shall not be deemed as affecting the rights and remedies of an owner, or any other person or entity and/or of any federal, state or local government that may exist under any law, regulation, rule, ordinance, order, agreement and/or remedial action plan addressing groundwater within the city.

(3) In no event shall the city be required to incur any expense or cost under this article, except as may otherwise be approved by the city council for a public works project or by a separate agreement with the applicant, owner, other person or entity, or a governmental body or agency.

**Sec. 30-208. - Enforcement.**

The city manager, or his designee, shall be the official having the authority to enforce this article. After the effective date of this article, the enforcement official shall contact or direct contact to all owners of affected parcels, which from the information available to the city, appear to have wells prohibited under this article (if any), giving written notice of the need to cease using such wells and of the need for establishment of a domestic use or irrigation use water source (to the extent required) as prescribed, under Section 30-207, or to obtain

approval or acknowledgment of an exception under Sections 30-205 or 30-206. The owner shall immediately take steps so as to comply with the provisions of this article with regard to provision of water for domestic use and irrigation use within 60 days from the date of such notice. Any existing well in violation of this article shall then be plugged or abandoned in conformance with applicable legal requirements. Where, upon information available to the enforcement official, it is suspected that a well is being used on an affected parcel in violation of this article, the enforcement official may inspect such affected parcel and serve an appropriate notice and order of such violation requiring that action be taken promptly by the owner to bring the affected parcel into compliance. If the owner fails to act in accordance with such order, the enforcement official may seek remedies and penalties as provided in Section 30-209.

**Sec. 30-212. - Amendment; repeal.**

The MDEQ, an applicant, an owner, an entity involved in performing remedial actions in order to seek approval of a “no further action report” under Section 20114d of Part 201 or in performing corrective actions in order to seek approval of a closure report under Section 21312a of Part 213 or other interested party may request in writing to add parcels to or delete parcels from a restricted zone or to establish an additional restricted zone or to otherwise amend or repeal this article, and shall provide advance notice to the MDEQ and any applicant for such restricted zone of any proposed change hereunder, including the reasons supporting such request. The amendment or repeal of this article shall be by an appropriate ordinance adopted in the same manner as the ordinance codified in this article, and any such action shall be in the sole legislative discretion of the city council.

**Sec. 30-216. - Publication and recording.**

- (1) If the “release” for which this article or amendment to this article is sought is regulated pursuant to Part 201, then this article or amendment to the ordinance shall be published and maintained in the same manner as zoning ordinances.
- (2) If the “release” for which this article or amendment to this article is sought is regulated pursuant to Part 213, then the ordinance or amendment ordinance shall be filed by the applicant with the register of deeds as an ordinance affecting multiple properties.

Section 2. This ordinance shall become effect on the 22<sup>nd</sup> day of December, 2015.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the \_\_\_\_\_ day of November, 2015.

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Kelli A. VandenBerg  
Wyoming City Clerk

Ordinance 12-15