

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

- 1) Call to Order**
- 2) Invocation**
Pastor Wayne Ondersma, The Dock Ministries.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of May 17, 2010 and the joint committee of the whole meeting with Planning Commission of May 17, 2010.
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Historical Commission Activity Report for 2009-2010, presented by Kelly White, Chair.
 2. Environmental Management System Certification for the Clean Water Plant, presented by Paul Freedman, President of the Water Environmental Association.
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

 - a) To Set a Public Hearing regarding the Edward Byrne Memorial Justice Assistance Grant (June 21, 2010 at 7:01 p.m.)
 - b) To Set a Public Hearing for the Transfer of Louis Padnos Iron & Metal Company Industrial Facilities Exemption Certificate No. 2006-589 from the City of Grandville to the City of Wyoming (June 21, 2010 at 7:02 p.m.)
 - c) To Set a Public Hearing to Consider a Proposed Brownfield Plan Amendment for GFS Project (June 21, 2010 at 7:03 p.m.)
 - d) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company

15) Resolutions

e) To Appoint Members to a Sign Ordinance Review Committee

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

f) To Authorize the Mayor and City Clerk to Execute an Interlocal Agreement between the City of Wyoming and the County of Kent

g) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Replacement of Bridge Railing, Sidewalk and Pedestrian Fencing on 32nd Street Overpass over US-131 in the City of Wyoming (Budget Amendment No. 42)

h) To Terminate the Award of Bid for Water Quality Report Printing Services with Allegra Print & Image and to Award the Bid to Ideal Printing

i) To Award a Bid for Water Meter Reading Services and to Authorize the Mayor and City Clerk to Execute the Agreement

j) To Authorize Additional Work for the Furnishing and Installing of High Bay Lighting

k) To Accept a Proposal for Software Support Services

l) For Award of Bids

1. Chemicals for the Clean Water Plant

2. Chemicals for the Drinking Water Plant

3. Liquid Polymers

4. Police & Fire Department Uniform Clothing Items

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING REGARDING
THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS, the City of Wyoming Police Department applied for an Edward Byrne Memorial Justice Assistance Grant in the amount of \$37,499 to be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions; and

WHEREAS, a requirement of the grant is that the City of Wyoming hold a public hearing for comment; now, therefore,

BE IT RESOLVED, that the City Council for the City of Wyoming does hereby set a public hearing to be held on Monday, June 21, 2010, at 7:01 p.m., for the purpose of receiving public comment on the use of the 2010 Edward Byrne Memorial Justice Grant Funds for program activities; and

BE IT FURTHER RESOLVED that the form of the notice to be published as follows:

Notice of Public Hearing
Edward Byrne Memorial Justice Assistance Grant

The City Council of the City of Wyoming will hold a public hearing on Monday, June 21, 2010, at 7:01 p.m. in the City Council Chambers for the purpose of receiving comment on the use of the 2010 Edward Byrne Memorial Justice Assistance Grant for program activities. The total amount of the funds to be received for 2010 is \$37,499. For information on the proposed program activities contact Wyoming Police Captain Brad Schutter at 530-7309. Written comments may be submitted to the City Clerk at 1155 28th Street SW Wyoming, MI 49509.

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

Motion Carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 7th day of June, 2010.

Heidi Isakson
Wyoming City Clerk

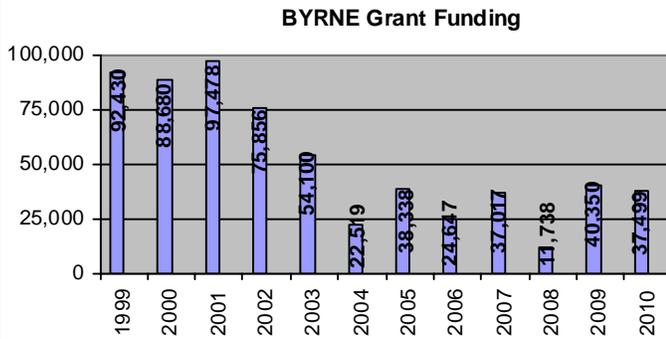
Resolution No. _____

Interdepartmental Correspondence

TO: City Manager Curtis Holt
FROM: Chief James E. Carmody
DATE: June 1, 2010
SUBJECT: Edward Byrne Memorial Justice Assistance Grant 2010



Administrative Services



Edward Byrne Memorial Justice Assistance Grant 2010

Each year, the Edward Byrne Memorial Justice Assistance Grant provides funds to units of local government for the purposes of reducing crime and improving public safety. Over the past ten years, the Wyoming Police Department has applied for and received almost **\$600,000** in BYRNE funding that was dedicated to the acquisition of police programs, technology and equipment.

For 2010, we will receive two-thousand eight hundred dollars less funding than our 2009 award. However, I am pleased to report that our Edward Byrne Memorial Justice Assistance Grant application was submitted and I anticipate that we will be awarded **\$37,499**.

Distribution of Funding

The Edward Byrne Memorial Justice Assistance Grant funding awarded to the Wyoming Police Department will be dedicated toward the procurement of equipment and technology that is directly related to basic law enforcement functions. The proposed items include:

Patrol Services:

Microwave Communication Tower System For communications between the City of Wyoming and the City of Grand Rapids.	\$ 20,000
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Information Services & Computer Systems:

- Portable projector and scanners **\$ 7,499**
- Handheld GPS units

- CORE Computer Mapping application **\$ 10,000**

Total	\$ 37,499
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06/07/10
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE TRANSFER OF
LOUIS PADNOS IRON & METAL COMPANY INDUSTRIAL FACILITIES EXEMPTION
CERTIFICATE NO. 2006-589 FROM THE CITY OF GRANDVILLE
TO THE CITY OF WYOMING

WHEREAS, the City established Industrial Development District Number 178, under Act 198, Public Acts of 1974, as amended by adopting Resolution Number 16814 on October 17, 1994, for Louis Padnos Iron & Metal Company, and

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

WHEREAS, Louis Padnos Iron & Metal Company has moved their operations from the City of Grandville to the City of Wyoming, and

WHEREAS, Louis Padnos Iron & Metal Company now owns and operates the property at 500 44th Street SW, Wyoming, MI 49548 and is requesting the transfer of the existing personal property Industrial Facilities Exemption Certificate No. 2006-589 in the amount of \$607,022 which expires December 30, 2018, and

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

BE IT RESOLVED, that the Wyoming City Council does hereby set the date of June 21, 2010 at 7:02 p.m. for a public hearing on whether to approve the transfer of the personal property Industrial Facilities Exemption Certificate No. 2006-589 from the City of Grandville to the City of Wyoming.

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

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 7th day of June, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

06/07/10
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO CONSIDER A PROPOSED
BROWNFIELD PLAN AMENDMENT FOR GFS PROJECT

WHEREAS, on June 7, 2010, pursuant to the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (“Act 381”), the Brownfield Redevelopment Authority of the City of Wyoming (the “Authority”) approved and recommended that this City Council approve a proposed amendment to the Brownfield Plan, as amended, a copy of which has been filed in the City Clerk’s Office (the “Plan Amendment”), to address issues specific to the Gordon Food Service, Inc. (“GFS”) project, and

WHEREAS, Act 381 requires that, before approving amendments to the Brownfield Plan, the City Council must give notice of and hold a public hearing.

NOW, THEREFORE, BE IT RESOLVED, that the City Council takes the following action:

1. The City Council shall hold a public hearing on the Plan Amendment on June 21, 2010 at 7:03 p.m. local time, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. The City Clerk shall give notice of this public hearing as follows:
 - a. Twice by publication in a newspaper of general circulation designated by the municipality not less than 10 nor more than 40 days before the hearing.
 - b. At least 10 days before the hearing to each of the taxing jurisdictions levying taxes subject to capture under the proposed Plan Amendment and the Michigan Economic Growth Authority. That notice shall be accompanied by a copy of the Plan Amendment and a copy of this resolution in order that such taxing jurisdictions can review the fiscal and economic implications of the Plan Amendment.
3. At the public hearing, the City Council shall provide an opportunity for interested persons to be heard and shall receive and consider written communications with references to the Plan Amendment, officials from any of the above taxing jurisdictions shall have the right to be heard in regard to the adoption of the Plan Amendment, and a record of that public hearing, including all data presented at the public hearing shall be made and preserved.
4. All resolution and parts of resolutions are, to the extent of any conflict with this resolution, hereby rescinded.

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

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 7th day of June, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

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

WHEREAS, the City has entered into a contract with Consumers Energy Company which provides for a Consumers Energy Company owned streetlighting system within certain parts of the City, and

WHEREAS, the City desires to have Consumers Energy Company replace six 20,000 lumen mercury vapor streetlights and replace them with 24,000 lumen high pressure sodium streetlights on new fiberglass poles located on 44th Street; now, therefore,

BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the attached "Authorization for Change in Standard Streetlighting Contract" and the accompanying Consumers Energy Resolution.

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

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 7th day of June, 2010.

Heidi A. Isakson
Wyoming City Clerk

Attachments

Resolution No. _____

AUTHORIZATION FOR CHANGE IN STANDARD STREETLIGHTING CONTRACT

Consumers Energy Company is hereby authorized as of the ____ day of __, __ 2010 __, by the City of Wyoming, to make changes, as listed below, in the streetlighting system(s) covered by the existing Standard Streetlighting Contract between the Company and the City of Wyoming, dated October 20, 1986.

- Energy-Only Streetlighting Rate L-1
- Customer-Owned Streetlight System Rate L-2
- Company-Owned Streetlight System Rate L-3

Number of Luminaires	Nominal Lumen Rating	Light Source	Installation or Removal	Voltage Service	Point of Attachment With Company's Dist System	Location
1	20,000	MV	REMOVAL	120/240		219 - 44th St SW
1	24,000	HPS	INSTALL	120/240		219 - 44th St SW

Notification Number 1006544273

Construction Work Order Number 13759381

Except for the changes in the streetlighting system(s) as herein authorized, all provisions of the aforesaid Standard Streetlighting Contract dated October 20, 1986, shall remain in full force and effect.

By: _____
Its Clerk, Heidi Isakson

Its Mayor, Jack A. Poll

AUTHORIZATION FOR CHANGE IN STANDARD STREETLIGHTING CONTRACT

Consumers Energy Company is hereby authorized as of the ____ day of __, 2010, by the City of Wyoming, to make changes, as listed below, in the streetlighting system(s) covered by the existing Standard Streetlighting Contract between the Company and the City of Wyoming, dated October 20, 1986.

- Energy-Only Streetlighting Rate L-1
- Customer-Owned Streetlight System Rate L-2
- Company-Owned Streetlight System Rate L-3

<u>Number of Luminaires</u>	<u>Nominal Lumen Rating</u>	<u>Light Source</u>	<u>Installation or Removal</u>	<u>Voltage Service</u>	<u>Point of Attachment With Company's Dist System</u>	<u>Location</u>
1	20,000	MV	REMOVAL	120/240		233 - 44th St SW
1	24,000	HPS	INSTALL	120/240		233 - 44th St SW

Notification Number 1006795624

Construction Work Order Number 13759970

Except for the changes in the streetlighting system(s) as herein authorized, all provisions of the aforesaid Standard Streetlighting Contract dated October 20, 1986, shall remain in full force and effect.

By: _____
 Its Clerk, Heidi Isakson

 Its Mayor, Jack A. Poll

AUTHORIZATION FOR CHANGE IN STANDARD STREETLIGHTING CONTRACT

Consumers Energy Company is hereby authorized as of the _____ day of _____, 2010, by the City of Wyoming, to make changes, as listed below, in the streetlighting system(s) covered by the existing Standard Streetlighting Contract between the Company and the City of Wyoming, dated October 20, 1986.

- Energy-Only Streetlighting Rate L-1
- Customer-Owned Streetlight System Rate L-2
- Company-Owned Streetlight System Rate L-3

Number of Luminaires	Nominal Lumen Rating	Light Source	Installation or Removal	Voltage Service	Point of Attachment With Company's Dist System	Location
1	20,000	MV	REMOVAL	120/240		257 - 44th St SW
1	24,000	HPS	INSTALL	120/240		257 - 44th St SW

Notification Number 1006795665

Construction Work Order Number 13761032

Except for the changes in the streetlighting system(s) as herein authorized, all provisions of the aforesaid Standard Streetlighting Contract dated October 20, 1986, shall remain in full force and effect.

By: _____
Its Clerk, Heidi Isakson

Its Mayor, Jack A. Poll

AUTHORIZATION FOR CHANGE IN STANDARD STREETLIGHTING CONTRACT

Consumers Energy Company is hereby authorized as of the ____ day of ____, 2010, by the City of Wyoming, to make changes, as listed below, in the streetlighting system(s) covered by the existing Standard Streetlighting Contract between the Company and the City of Wyoming, dated October 20, 1986.

- Energy-Only Streetlighting Rate L-1
- Customer-Owned Streetlight System Rate L-2
- Company-Owned Streetlight System Rate L-3

<u>Number of Luminaires</u>	<u>Nominal Lumen Rating</u>	<u>Light Source</u>	<u>Installation or Removal</u>	<u>Voltage Service</u>	<u>Point of Attachment With Company's Dist System</u>	<u>Location</u>
1	20,000	MV	REMOVAL	120/240		31 - 44th St SW
1	24,000	HPS	INSTALL	120/240		31 - 44th St SW
1	20,000	MV	REMOVAL	120/240		61 - 44th St SW
1	24,000	HPS	INSTALL	120/240		61 - 44th St SW

Notification Number 1006544254

Construction Work Order Number 13671459

Except for the changes in the streetlighting system(s) as herein authorized, all provisions of the aforesaid Standard Streetlighting Contract dated October 20, 1986, shall remain in full force and effect.

By: _____
 Its Clerk, Heidi Isakson

 Its Mayor, Jack A. Poll

AUTHORIZATION FOR CHANGE IN STANDARD STREETLIGHTING CONTRACT

Consumers Energy Company is hereby authorized as of the ____ day of ____, __ 2010 __, by the City of Wyoming, to make changes, as listed below, in the streetlighting system(s) covered by the existing Standard Streetlighting Contract between the Company and the City of Wyoming, dated October 20, 1986.

- Energy-Only Streetlighting Rate L-1
- Customer-Owned Streetlight System Rate L-2
- Company-Owned Streetlight System Rate L-3

Number of Luminaires	Nominal Lumen Rating	Light Source	Installation or Removal	Voltage Service	Point of Attachment With Company's Dist System	Location
1	20,000	MV	REMOVAL	120/240		123 - 44th St SW
1	24,000	HPS	INSTALL	120/240		123 - 44th St SW

Notification Number 1006544278

Construction Work Order Number 13672072

Except for the changes in the streetlighting system(s) as herein authorized, all provisions of the aforesaid Standard Streetlighting Contract dated October 20, 1986, shall remain in full force and effect.

By: _____
Its Clerk, Heidi Isakson

Its Mayor, Jack A. Poll

RESOLUTION NO. _____

RESOLUTION TO APPOINT MEMBERS TO
A SIGN ORDINANCE REVIEW COMMITTEE

WHEREAS, it is the desire of the City Council to create an ad hoc committee of residents, public officials and business representatives to review the City of Wyoming Code of Ordinances relating to the following types of signs: banners, pennants, streamers, balloons, window and pedestrian; and to make recommendations to the Planning Commission and City Council; and

WHEREAS, the Mayor has recommended the following persons be appointed:

- Councilmember Sam Bolt
- Councilmember Dan Burrill
- Planning Commissioner Anthony Woodruff
- Business Representative Zack McPherson
- Business Representative Jerry DeGood
- Business Representative Greg Markvluwer
- Downtown Development Authority Representative Doug Kochneff
- Downtown Development Authority Representative Jeff Baker
- Citizen Representative Carol Sheets
- Citizen Representative Rob Arnoys
- Citizen Representative Harriet Sturim;

now, therefore,

BE IT RESOLVED that the persons named above are appointed to serve on an ad hoc Sign Ordinance Review Committee, to make a recommendation regarding the Ordinances relating to banners, pennants, streamers, balloons, window signs and pedestrian signs, and to serve until their review is completed and a recommendation made.

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

Motion Carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan at the regular meeting held on the 7th day of June, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF WYOMING AND THE
COUNTY OF KENT

WHEREAS, the City of Wyoming works diligently to collaborate with local units of government and area developers to improve the supply of decent, affordable housing to low and very low income households; and

WHEREAS, the City of Wyoming has relied on the Michigan State Housing Development Authority (MSHDA) to administer and implement a Home Investment Partnerships (HOME) Program on our behalf through a pooled fund approach via impact throughout the State of Michigan; and

WHEREAS, the City of Wyoming actively pursues opportunities to leverage its limited resources through collaboration and partnership development; and

WHEREAS, the City of Wyoming is presented with an opportunity to ensure that HOME Program funds may have a more direct impact on the City's residents and greater metropolitan region through the development of an interlocal government agreement with the County of Kent ; now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an interlocal agreement with the County of Kent.

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

Motion carried: ____ Yeas, ____ Nays.

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

HEIDI A. ISAKSON
Wyoming City Clerk

Attachment: Agreement

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WYOMING AND THE
COUNTY OF KENT ESTABLISHING**

THE KENT HOME CONSORTIUM

This Agreement is entered into between the City of Wyoming, (hereinafter the "City") a Michigan Municipal Corporation, and Kent Urban County (hereinafter the "County"), pursuant to the Urban Cooperation Act, 1967 PA 7 (MCLA 124.501) to establish and provide for the powers and duties of the "Kent HOME Consortium". Each party is a public agency as defined in Public Act 7 with the power to carry out the programs described in this Agreement. This Agreement is effective July 1, 2011.

WITNESSETH:

WHEREAS, the stated goal of the Cranston-Gonzalez National Affordable Housing Act (NAHA) is that every American family should be able to afford a decent home; and

WHEREAS, NAHA requires a governmental unit to formulate and submit applicable plans in order to be eligible to receive funds from existing federal programs, such as Community Development Block Grant (CDBG) and Emergency Shelter Grants (ESG), as well as to be eligible to receive funds from new housing assistance programs, including the Home Investment Partnerships Act Program (HOME); and

WHEREAS, NAHA provides for the designation of geographically contiguous units of local government to participate as a consortium and be considered a single unit of local government for the purposes of the HOME program; and

WHEREAS, the City and the County are contiguous units of local government and desire to form a consortium for the purposes of formulating and submitting required plans for the purpose of receiving an allocation and participating in the HOME Program administered by the Department of Housing and Urban Development (HUD) for which they may be eligible, and for the purpose of cooperating to undertake or to assist in the undertaking of housing assistance activities for the HOME Program; and

WHEREAS, the City and County have determined that obtaining funding under the HOME program will increase their ability to provide housing for their low and moderate income residents and it is desirable and advantageous, and in the public interest to enter into an Agreement for joint and cooperative action, as embodied in this Agreement;

THEREFORE, the City and the County establish the Kent HOME Consortium upon the following terms and conditions:

1. Consortium Membership.

- a. The City and the County (hereafter collectively referred to as the Consortium) agree to cooperate, as herein set forth, to undertake or to assist in undertaking, housing assistance activities for the HOME program.
 - b. The City and the County designate the County, through its Housing and Community Development Department, as the lead governmental entity. The County will act in an agent capacity for the purposes of HOME and will exercise such authority and power necessary to accomplish the purposes of this Agreement, subject to the input of the City. Priorities are based on identified activities documented in the Kent County Five Year Consolidated Plan and in Annual Action Plans. The ultimate authority to implement the HOME program lies with the County as lead entity.
 - c. This Agreement recognizes that there are no other local units of government within Kent County who can join the Consortium.
 - d. This Agreement will not be automatically renewed when it expires.
2. Responsibilities of Lead Entity. The County, as lead entity, shall assume overall responsibility to:
- a. Ensure that the Consortium HOME program is carried out in compliance with the requirements of the HOME program, including requirements concerning the Consolidated Plan (Plan) and CAPER in accordance with HUD regulations found in 24 CFR Parts 92 and 91, as specified at 24 CFR 92.350.
 - b. Formulate and update any required plans, including but not limited to, a needs assessment, assessment of the housing market and inventory, and a five (5) year strategy that identifies geographic and program priorities and addresses homelessness and fair housing issues.
 - c. Submit required plans, updates and reports in a timely manner as required by NAHA.
 - d. Implement the Plan within the Consortium.
 - e. Administer all housing assistance activities funded through the HOME Program within the Consortium.
3. Member Responsibilities; Allocation; Match.
- a. Each member is entitled to a percentage of the annual Kent HOME Consortium allocation, based on its share of the current HOME allocation as determined by HUD.

- b. The County shall be responsible for allocating all HOME funds to eligible activities pursuant to HUD regulations, with the input of the City on their share of HOME funds.
- c. The County will require project developers to provide required match funds. If the developer cannot provide the required match a given project may not proceed.
- d. In the event that no eligible project in the City can be committed within 18 months or completed within 42 months of HUD contract award, then the funds which have not been committed or expended may be reallocated by the County for other HOME-eligible projects. The County shall ensure through ongoing monitoring that good faith effort is made to identify HOME-eligible projects in the City.
- e. The County as Lead Agency will be ultimately responsible to ensure compliance with Program requirements and shall be liable for any funds recaptured by HUD pursuant to 24 CFR 92.500(d)(1)(B) and (C).
- f. The County shall provide information to the City on City HOME projects on an annual basis through its Consolidated Annual Performance Report (CAPER) process.

4. Term.

- a. This Agreement shall remain in effect until the date on which all activities funded under NAHA during federal fiscal years 2011, 2012, and 2013 have been expended for eligible activities. The qualification period for this Consortium to receive allocations as a participating jurisdiction in the HOME program will start on July 1, 2011 and end on June 30, 2014.
- b. One year prior to termination of this Agreement, the Consortium may elect to extend the term of this Agreement by the adoption of substantially similar resolutions from each of the member governing bodies approving the extension of the Agreement and authorizing the chief elected official to execute any necessary documents.
- c. Pursuant to CPD Notice 08-01, no member may withdraw from the Consortium or terminate this Agreement during the qualification period of July 1, 2011 through June 30, 2014, and until the HOME funds from each of the Federal fiscal years of the qualification period are expended on eligible activities.
- d. All members of the Consortium shall have the same program year for CDBG, HOME, and ADDI Programs. The program year will begin annually on July 1st and end on June 30th.

5. Amendments.

Amendments to this Agreement shall be made only upon the mutual agreement of the City and the County and are subject to approval by HUD.

6. Fiscal Responsibilities.

Day-to-day financial and fiscal authority and responsibility for all funds received and administered in connection with this Agreement shall be vested in the Kent County Housing and Community Development Department in cooperation with the Kent County Finance Department. The Kent County Housing and Community Development Department shall be responsible for the receipt, IDIS draw-down, disbursement, and accounting of all Consortium funds.

7. Annual Audit.

The County is responsible for obtaining an independent annual. The City will receive a copy of the annual audit.

8. Compensation of Lead Entity for Services Rendered.

- a. The County, through its Housing and Community Development Department, is responsible for the final formulation, update, and submission of required plans on behalf of the Consortium.
- b. The activities undertaken by the County with respect to implementation of HOME programs within the Consortium shall be funded by a ten percent administrative cost provision in the HOME Program, Part 92.207 for eligible costs. The County will provide direct services to the Consortium to administer and implement required administrative activities of the HOME Program.

9. Fair Housing. Each Consortium member shall affirmatively further fair housing.

10. Limitations on Powers. The Consortium has no power or authority to:

- a. Levy any tax or issue any bonds in its own name;
- b. Indebt any party, except as provided in this agreement;
- c. Condemn land for any purpose.

NOW, THEREFORE, the elected officials of the aforesaid units of general local government approve this Agreement, and as authorized representatives of their unit of government pledge to cooperate and enter into such Agreement as previously authorized and directed.

The said elected officials, in witness whereof, cause this Agreement to be executed and herein affix their signatures this ___th day of _____ 2010.

FOR THE CITY OF WYOMING:

FOR THE COUNTY OF KENT

Jack Poll, Mayor, City of Wyoming

Sandi Frost Parrish, Chair
County of Kent, Board of
Commissioners

Date

Date

Heidi Isakson, Clerk, City of Wyoming

Mary Hollinrake, Clerk, County of
Kent

Date

Date

APPROVED AS TO FORM

Jack Sluiter, Attorney, City of Wyoming

Date

Legal Opinion of Corporation Counsel County of Kent

The undersigned, Corporation Counsel for the County of Kent, certifies that the foregoing terms and provisions of this Agreement are fully authorized under State law, 1967 PA 7 (MCLA 124.501), and local law, and that this Agreement provides full legal authority for the Consortium to undertaken or assist in undertaking housing assistance activities for the HOME Program;

Dan Ophoff, Corporation Counsel
County of Kent

Date

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE REPLACEMENT OF BRIDGE RAILING, SIDEWALK AND PEDESTRIAN FENCING ON 32ND STREET OVERPASS OVER US-131 IN THE CITY OF WYOMING

WHEREAS, the Michigan Department of Transportation (MDOT) proposes to replace the bridge railing, sidewalk, and pedestrian fencing on 32nd Street overpass over US - 131, in the summer of 2010, and

WHEREAS, the Michigan Department of Transportation (MDOT) has submitted the attached City-State Agreement for the work associated with the project, identifying the costs and obligations of each respective party, and

WHEREAS, the City's \$10,800.00 share of the project can be financed out of the Capital Improvement Program Fund, but a budget amendment is necessary; now, therefore,

BE IT RESOLVED that the City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with MDOT for the replacement of the bridge railing, sidewalk, and pedestrian fencing on the 32nd Street overpass over US -131 in the City of Wyoming and hereby approves the attached budget amendment.

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

Motion Carried: _____ Yeas, _____ Nays.

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

HEIDI A. ISAKSON
Wyoming City Clerk

Attachments: Agreement
Budget Amendment

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: June 7, 2010

Budget Amendment No. 042

To the Wyoming City Council:

A budget amendment is requested for the following reason: To reclassify \$11,000 of budgetary authority to pay the Michigan Department of Transportation for the Replacement of Bridge Railing, Sidewalk and Pedestrian Fencing on the 32nd Street Overpass over US-131 per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Capital Improvement Fund</u>				
Public Works - Major Streets Construction - Capital Outlay 2010 CP.32nd St Overpass.Major Street.Exp 400-441-60200-972.502.2010CP.32nd St.Exp	\$0	\$11,000		\$11,000
Public Works - Major Streets Construction - Capital Outlay 2010 CP.Resurfacing.Major Streets 400-441-60200-972.502.2010CP.Resf.MS	\$451,400		\$11,000	\$440,400
Fund Balance/Working Capital				

Recommended: _____
 Finance Director City Manager

Motion by Councilmember _____, seconded by Councilmember _____
 that the General Appropriations Act for Fiscal Year 2009-2010 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

 City Clerk

FEDERAL AID PROGRESS PAYMENT

DAB
Control Section NH 41131
Job Number 102806A; 102806C,D
Federal Project NH 1041(064);
NH 0941(126)
Federal Item HH 6486; HH 5796
Contract 10-5260

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Replacement of bridge railing, sidewalk, and pedestrian fencing on Structure S08 of 41131 which carries 32nd Street over Highway US-131; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$474,900; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PROJECT as determined by the

DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT -	87.5%
CITY -	12.5%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED COST	FEDERAL AID	BALANCE AFTER FEDERAL AID	DEPT'S SHARE	CITY'S SHARE
Constr. & CE	\$435,300	\$356,300	\$79,000	\$69,100	\$9,900
PE	<u>\$39,600</u>	<u>\$32,400</u>	<u>\$7,200</u>	<u>\$6,300</u>	<u>\$900</u>
TOTAL	\$474,900	\$388,700	\$86,200	\$75,400	\$10,800

The PE costs for will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a biweekly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No biweekly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its required payments as specified herein.

9. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such moneys thereafter allocated by law to the CITY from the Michigan transportation Fund sufficient moneys to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

10. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

11. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

12. All of the PROJECT work shall be done by the DEPARTMENT.

13. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENTS Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

14. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

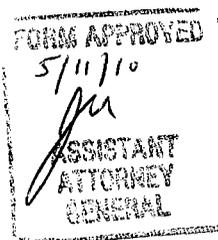
CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title: Mayor Jack A. Poll

By _____
Department Director MDOT

By _____
Title: Clerk Heidi A. Isakson





Jack R. Sluiter, City Attorney

RESOLUTION NO. _____

RESOLUTION TO TERMINATE THE AWARD OF BID FOR
WATER QUALITY REPORT PRINTING SERVICES WITH
ALLEGRA PRINT & IMAGE AND TO AWARD THE BID TO IDEAL PRINTING

WHEREAS, the City provides a water quality report for Wyoming and all of its wholesale customer communities, bidding out the printing of a total of over 96,000 full-color self mailing reports each year, and

WHEREAS, on December 7, 2009, the Wyoming City Council adopted Resolution number 23466 awarding a three year bid for to Allegra Print & Image, and

WHEREAS, as detailed in the attached memorandum, Allegra Print and Image has requested to be released from their bid, and

WHEREAS, the next lowest bidder, Ideal Printing, was offered and has accepted printing the three-year printing of the Water Quality Reports at their October 27, 2009 bid pricing, and

BE IT RESOLVED, the City Council hereby releases Allegra Print & Image from their bid, and

BE IT FURTHER RESOLVED, the City Council does hereby re-award the bid to Ideal Printing, and

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

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

Motion carried: _____ yeas _____ nays

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

Attachments: Memorandum
Letter from Allegra Print & Image

Heidi A. Isakson
Wyoming City Clerk

MEMORANDUM

DATE: May 26, 2010

TO: Curtis Holt, City Manager

FROM: Mary Jane Robinson, Administrative Aide

SUBJECT: Re-Award of Bid for Water Quality Report Printing

On October 27, 2009 the City of Wyoming took bids for printing services, which included the Annual Water Quality Reports printing requirement to produce a total of 96,000 pieces for Wyoming and all of the City's wholesale water customers. Four companies submitted a bid for three years to print these reports, with prices ranging from .14 to .175 cents per piece or \$13,488.00 to \$16,800.00 per year. The bid was awarded to low bidder, Allegra Print & Image after checking their references, several phone conversations, and reviewing their printing examples.

Although printing pre-press work on the reports has been under way for the last month, Allegra Print & Image has requested release from their bid. Citing serious errors in the calculation of paper size and costs, in addition to underestimating their ability to print the reports in-house, Allegra informed the City that they would be unable to meet contract deadlines and pricing. They submitted a revision dated May 20, 2010 for an additional \$2,856.60 to complete the printing project this year. The federal government mandates publication of these reports no later than July 1st annually. In order to meet this deadline and to fulfill our wholesale customer needs for distribution, we have agreed to terminate the bid with Allegra Print & Image with no cost to the City for work already completed.

Ideal Printing the second lowest bidder, has successfully handled printing of the 9 different versions of the report for the City since 2006. Ideal Printing (dba Custom Printing) has submitted written confirmation that they would undertake the water quality report printing project at this late date and hold firm their October 27, 2009 bid prices of .166 per piece or \$15,935 for the 1st year (\$1,000 below the total cost Allegra requested).

I ask the City Council to review this request to re-award the annual water quality report bid to Ideal Printing as per the bid received on October 27, 2009 and to terminate the agreement with Allegra Print & Image.

Attachment: Letter Dated May 20, 2010



City of Wyoming
Purchasing Department
1155 - 28th Street SW
Wyoming, MI 49509

May 20, 2010

Re: Bid Withdrawal Request-Water Quality Report

To Laura Jackson

We respectfully request that our bid is withdrawn from consideration for the water quality report. There are no charges from Allegra associated with this bid. Thank you for your consideration.

Eric Vetter
President

Eric Vetter, President

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID FOR
WATER METER READING SERVICES AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS, on May 18, 2010, three responses were received in answer to our invitation to bid on a two year contract for water meter reading services, and

WHEREAS, as detailed in the attached memorandum from the Deputy Director of Public Works, it is recommended City Council enter into an agreement with City Services, Inc./Etna Supply to provide water meter reading services, and

WHEREAS, expenditures for water meter reading services will be charged to the Water Fund Other Service Account number 591-591-56900-9560000, now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby award the bid for water meter reading services to City Services, Inc./Etna Supply, and

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby authorize contracting with City Services, Inc./Etna Supply and authorizes the Mayor and City Clerk to execute an agreement

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

Motioned carried: ____ Yeas, ____ Nays

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

Attachments: Memorandum
Agreement

Heidi A. Isakson
Wyoming City Clerk

MEMORANDUM

TO: Kimberly Oostindie – Human Resource Supervisor

FROM: Tom Kent – Deputy Director of Public Works

DATE: June 1, 2010

RE: Contract for Water Meter Reading Services

Since July of 2000, the City has contracted with Consumers Energy for water meter reading services. Consumers Energy has an established crew of electric meter readers and we contracted with Consumers to include reading the City of Wyoming's water meters (approximately 22,000) on a quarterly basis. Since their contract was coming up for renewal in July, we decided to revisit the market-place by seeking bids from other vendors. On May 18, 2010, we received the following three bids from 15 prospective vendors:

Bidder	Price per Read – Year One	Price per Read – Year Two
Reynolds Metering Services	\$0.99	\$1.10
Consumers Energy	\$0.71	\$0.75
City Services, Inc. /Etna Supply	\$0.65	\$0.65

The low bidder, City Services, Inc., is established in this line of work and they are well regarded by their local current customer base (Grandville, Kentwood). They also have a successful track record in reading multiple meters types with a single reading instrument. However, City Services, Inc. did note one exception to the electronic file transfer format that was specified in the bid document. We have evaluated this exception and we can easily accommodate their preferred file transfer protocol by making some minor programming changes in our New World financial software. The estimate we received from New World to provide these programming changes is \$750.

We also evaluated providing these services in-house but because of the requisite management, labor, transportation, insurance and reading equipment expenses for a short duration of time each month (for efficiencies in billing, reads are required to be submitted in the 1st ten day reading period of each month), we believe that contracting for these services continues to be the most efficient method of service delivery.

For these reasons, I am recommending the award of a two year contract for water meter reading services to City Services, Inc. for the period of July 1, 2010 through June 30, 2012. The estimated annual expenditure for these services is \$57,000.

WATER METER READING CONTRACT

THIS CONTRACT, made this 7th day of June, 2010, by and between the City of Wyoming, a Michigan Municipal Corporation, whose address is 1155 – 28th Street, Wyoming, Michigan, 49509, hereinafter referred to as the “City”, and City Services, Inc., hereinafter referred to as the “Contractor”, the terms and conditions of which are as follows:

1. This contract shall be binding upon the heirs, successors and assigns of the parties hereto, but shall not be assignable without the approval of the Wyoming City Council.
2. The initial term of this contract shall be two years from July 1, 2010 to June 30, 2012 and renewable from year to year thereafter until terminated by mutual consent by either party giving the other at least one hundred and eighty (180) days written notice of its desire to terminate the same prior to the expiration of any yearly period. July 1 of each successive year after the initial contract period will be considered the date for annual renewal.
3. The Contractor shall provide and maintain all necessary water meter reading equipment, manpower, transportation, supplies and any other items as needed to successfully complete approximately 8,000 reads each month as directed by the City’s Utility Billing Office.
4. Contractor shall provide all meter reading staff with picture ID to be carried at all times during the process of reading meters.
5. The Contractor shall employ only United States citizens, legal residents, legal resident aliens. Upon request of the City, the successful bidder shall provide copies of or access to work/payroll records and necessary documents to verify status of employees.
6. The Contractor, its employees, officers or agents shall at no time during the term of this Contract be considered employees of the City.
7. The Contractor shall carry insurance throughout the term of the contract as described on the attached Contractor Insurance Requirement form and shall provide Certificates of Insurance evidencing that the Contractor has secured all of the foregoing insurance must be provided to the City of Wyoming prior to start of contract.
8. The City shall be named as an additional insured on all the insurance policies with described herein with the exception of worker’s compensation.
9. The Contractor shall guarantee thirty days notice to the City of Wyoming Purchasing Department prior to cancellation of, or change in any such insurance shall be endorsed on each policy and shall be noted on each certificate. If any of the insurance is cancelled, the Contractor shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
10. The Contractor shall provide the City of Wyoming the attached Indemnification Agreement completed and signed prior to commencing any work.
11. The Contractor agrees to protect, defend, and save the City, officers, and employees and all parties involved harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the

work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the Contractor, his servants, and all parties involved.

12. The procedures for payment by the City for work completed by the Contractor shall be as follows:

- a. Monthly, the Contractor shall submit invoices to the Utility Billing Office and invoices for services shall be based on a "per read" basis. Per read to include each read and each attempted read provided; however, that the Contractor shall note a valid reason for not securing each attempted read as well as report any non-functioning or malfunctioning meter/touch-pad. Contractor shall hang a door tag (provided by the City) at each location where a non-functioning or malfunctioning meter/touch-pad is discovered.
- b. The City shall invoice the Contractor for unattained meter reads without explanation or for unattained meter reads where the City finds no difficulty obtaining a read during the re-read process. Invoiced amounts for unattained meter reads shall be calculated at the City's billable hourly rate plus the cost of vehicle use plus an administrative charge.
- c. The Utility Billing Office shall review the invoices and submit approved invoices to the Finance Department for payment.

13. The City may terminate this Contract at any time for non-performance in accordance with the specifications contained herein (Exhibit A – Notice to Bidders Water Meter Reading Services) by providing the Contractor with written notice of termination; said notice to be provided five (5) days prior to termination.

Witnesses:

CITY OF WYOMING

By: _____
Its Mayor, Jack Poll

By: _____
Its Clerk, Heidi Isakson

Contractors Name: City Services, Inc. /Division of Etna Supply, Co.

Address: 529 32nd Street SE

Wyoming, MI, 49548

Signature By: _____

Exhibit A

NOTICE TO BIDDERS

WATER METER READING SERVICES

The City Clerk of the City of Wyoming will receive bids for water meter reading services until 11:00 A.M., Tuesday, May 18, 2010, at her office in Wyoming City Hall, 1155-28th Street SW, P.O. Box 905, Wyoming, MI 49509-0905.

Specifications and the bid proposal form are attached. If you have any questions regarding the specifications, contact the Purchasing Department at (616) 530-7229.

All proposals are to be in sealed envelopes and plainly marked **“BID FOR WATER METER READING SERVICES.”** 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.

Heidi A. Isakson
Wyoming City Clerk

NOTICE TO BIDDERS

In addition to review of all information set forth in the complete bid document, your particular attention is directed to the following provisions:

Submission and Receipt of Bids:

Proposals, to receive consideration, must be received **PRIOR TO THE SPECIFIED TIME OF OPENING and reading as designated in the invitation.**

BIDDER MUST USE THE BID DOCUMENT PROPOSAL FORMS FURNISHED BY THE CITY AS NONE OTHER MAY BE ACCEPTED.

PROPOSAL FORMS MUST BE RETURNED INTACT.

REMOVAL OF ANY PART THEREOF MAY INVALIDATE THE BID.

Specifications and plans referred to in this bid document by reference only, need not be returned with the bid, however, no excision of material physically incorporated in the bid document will be permitted.

All proposals are to be in sealed envelopes and plainly marked:

"BID FOR WATER METER READING SERVICES"

Separate proposals must be submitted on each reference number and proposals shall be typewritten or written in ink.

Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Proposals are to be mailed or delivered to the Office of the City Clerk, 1155 - 28th Street, SW, Wyoming, MI 49509.

Provide proper and adequate bid surety executed on City Proposal and Bid Surety Form if requested. (See Item 20 of General Conditions, Instructions to Bidders and Information for Bidders.)

City of Wyoming
Purchasing Department

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **SPECIAL CONDITIONS:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **APPLICABLE LAWS:** The revised code of the state of Michigan, Chart of the City of Wyoming, and all city ordinances insofar as they apply to the laws of competitive bidding, contracts, and the purchases, are made a part hereof.
3. **WORKMEN'S COMPENSATION:** Insofar as Workmen's Compensation is concerned, the bidder of contractor agrees to furnish, upon request, certified copies of policies and adequate certificates pertaining thereto as evidence that he/she carries Workmen's Compensation Insurance.
4. **INFRINGEMENTS AND INDEMNIFICATIONS:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form as part of the work covered by either order or contract and he/she further agrees to indemnify and save the City harmless from suites or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his/her servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided will be set forth in the Bid Document.

5. **DEFAULT PROVISIONS:** In case of default by the bidder or contractor, the City of Wyoming may procure the articles of services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.

In case of an error by the bidder in making up a proposal, the City Manager may reject such a proposal upon presentation of a petition accompanied by a sworn affidavit of error which sets forth the error, the cause thereof and sufficient evidence to substantiate the claim.

6. **PRICING:** Prices should be stated in units of quantity specified in the bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
7. **QUANTITIES:** When approximate quantities are stated, the City reserves the right to increase or decrease the quantity as best fits its needs.
8. **DELIVERY:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
9. **SPECIFICATIONS:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

10. **SAMPLES:** Samples, when requested, shall be filed prior to the opening of bids and must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
11. **CASH DISCOUNTS:** Time in connection with any cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

If no cash discount is indicated in the space provided the Bid Document the terms will be considered as Net-30 days.

12. **TAXES:** The City is generally exempt from Federal and State Sales Tax.

Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Exemption forms will be furnished whenever necessary. Taxes, wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

On construction projects, State Sales Taxes are applicable on materials only.

13. **BID INFORMALITIES AND REJECTION:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids as it deems for its best interests.
14. **AWARD:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

As soon as the Award is made, an order or contract documents will be sent to the successful bidder for execution and bond if necessary. If the contracts are not executed and returned to the Purchasing Agent within 10 days of the date of sending, the Bid Surety, if required, will be declared forfeited as liquidated damages.

15. **PAYMENTS:** Partial payments may be made upon presentation of properly executed claim voucher, unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City.

16. **BIDDER'S SIGNATURE:** Each proposal and bid surety form must be signed by the bidder with his usual signature. All signatures should be in full.

Bids by partnership must be signed by one or more of the partners in the following manner: "John Jones and James Smith, D.B.A., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

17. **SUBMISSION AND RECEIPT OF BIDS:**

- a) Inquiries involving an expenditure exceeding the limits established in the City Charter usually require advertising over a period of at least 5 days prior to scheduled bid opening. Proposals of the nature are publicly read at 11 o'clock AM (unless otherwise noted) on the date bids are scheduled to be received.
- b) Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
- c) **BIDDER MUST USE THE BID DOCUMENT PROPOSAL FORMS FURNISHED BY THE CITY AS NONE OTHER MAY BE ACCEPTED.**

PROPOSAL FORMS MUST BE RETURNED INTACT.

REMOVAL OF ANY PART THEREOF MAY INVALIDATE THE BID.

Specifications and plans referred to in this bid document by reference only, need not be returned with the bid, however, no excision of material physically incorporated in the bid document will be permitted.

- d) Bids are to be submitted in sealed envelopes and identified as requested in the specifications.
- e) Separate proposals must be submitted on each reference number and proposals shall be typewritten or written in ink.
- f) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
- g) Proposals should be mailed or delivered to the Office of the City Clerk, 1155 - 28th Street, S.W., Wyoming, MI 49509.

18. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** No oral interpretation will be made to any bidder as to the meaning of the bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the office of the Purchasing Agent. In addition, copies will be mailed to each person holding Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.

19. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addenda issued in relation to this bid document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents.

It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent.

IF BID SURETY IS REQUESTED ON PROPOSAL FORM, PLEASE OBSERVE THE FOLLOWING:

20. **BID SURETY:** All proposals must be accompanied by the bid bond, deposit of cash, certified check, bank cashier's or bank official's check, drawn on a solvent bank payable to the Treasurer of the City of Wyoming in the amount determined by the City as stated in the Proposal Form, as a guarantee that if the bid is accepted a contract will be entered into. The bid surety shall further guarantee that the bidder will qualify under the provisions of the City of Wyoming Equal Employment Opportunity Program.

The City will determine the sufficiency of the surety.

The bid bond should be executed by an authorized surety, guaranty, or trust company.

If corporate surety is given, the surety or guaranty company should indicate the bond in the State in which it is incorporated. A certificate of authority authorizing the "attorney-in-fact" to sign the bond, should accompany the Bid Document unless the certificate is on file in the Office of the City Purchasing Agent.

The surety signature should be witnessed.

21. **PERFORMANCE SURETY:** The successful bidder may be required to furnish a bond or certified check on a solvent bank, payable to the Treasurer of the City of Wyoming in the amount stated in the Proposal Form as a guarantee for the faithful performance of the contract. The City will determine the sufficiency of the surety.

NOTICE TO BIDDERS

SPECIFICATIONS FOR WATER METER READING SERVICES

The City Clerk of the City of Wyoming will receive bids for water meter reading services until 11:00 a.m., Tuesday, May 18, 2010, at her office in Wyoming City Hall, 1155-28th Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905. Specifications are as follows:

I. GENERAL SPECIFICATIONS

- A. Bid will be awarded and a purchase order issued to the successful bidder within approximately 60 days of bid opening date. Bids shall remain firm through the end of the contract.
- B. Any deviations or variations from the specifications contained herein shall be noted in a cover letter entitled "*Exceptions to the Bid Specifications*" which shall be attached to and submitted with the "*Bid Proposal*".
- C. All bidders are required to submit with their bid proposal a signed copy of the attached "*Equal Employment Opportunity Statement*".
- D. All proposals are to be submitted to the City Clerk's Office, 1155 – 28th Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905 **by 11:00 A.M., May 18, 2010, in a sealed envelope plainly marked "Bid for Water Meter Reading Services."**
- E. The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities and award the bid in any manner deemed to be in the best interest of the City.
- F. The awarded bid shall be binding upon the heirs, successors and assigns of the parties hereto, but shall not be assignable without the approval of the Wyoming City Council.
- G. The City may terminate the contract at any time for non-performance in accordance with the specifications contained herein by providing the Contractor with 5 days written notice of termination.

- H. The initial term of this contract shall be two years from July 1, 2010 to June 30, 2012 and renewable from year to year thereafter until terminated by mutual consent by either party giving the other at least one hundred and eighty (180) days written notice of its desire to terminate the same prior to the expiration of any yearly period. July 1 of each successive year after the initial contract period will be considered the date for annual renewal.
- I. The successful bidder shall provide and maintain all necessary water meter reading equipment, manpower, transportation, supplies and any other items as needed to successfully complete approximately 8,000 reads each month as directed by the City's Utility Billing Office. Contractor shall provide all meter reading staff with picture ID to be carried at all times during the process of reading meters.
- J. The successful bidder shall employ only citizens of the United States or authorized aliens that have a legal right to work in the United States.
- K. The Contractor, its employees, officers or agents shall at no time during the term of this Contract be considered employees of the City.

II. INSURANCE REQUIREMENTS

- A. The successful bidder shall carry insurance throughout the term of the contract as described on the attached Contractor Insurance Requirement form and shall provide Certificates of insurance evidencing that the bidder has secured all of the foregoing insurance must be provided to the City of Wyoming prior to start of contract.
- B. The City shall be named as an additional insured on all the insurance policies with described herein with the exception of worker's compensation.
- C. The successful bidder shall guarantee thirty days notice to the City of Wyoming Purchasing Department prior to cancellation of, or change in any such insurance shall be endorsed on each policy and shall be noted on each certificate. If any of the insurance is cancelled, the successful agent shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
- D. The successful bidder shall provide the City of Wyoming the attached Indemnification Agreement completed and signed prior to commencing any work.

- E. The successful bidder, if awarded the contract, agrees to protect, defend, and save the City, officers, and employees and all parties involved harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, and all parties involved.

III. PROCEDURES FOR ASSIGNMENT AND PERFORMANCE OF WORK:

- A. The Utility Billing department shall have the sole responsibility of determining the reading sections, providing and receiving the appropriate data files necessary for the monthly performance of water meter readings to the Contractor. The proposed reading sections are illustrated in Attachment "A". A sample of property descriptions are shown on attachment "B". Attachments "A" and "B" are to be considered part of the bid document.
- B. Meters shall be read between the 1st and 10th day of each and every month. The City's Utility Billing office shall determine reading sections each month and contractor shall determine the appropriate reading routes.
- C. Contractor will be responsible for reading approximately one-third (1/3) of the total meters located in the City of Wyoming each month, typically not more than 8,000 meters in any month.
- D. Contractor shall provide and maintain electronic reading equipment capable of reading all types of meters in the City of Wyoming water distribution system (Neptune, AMCO, Sensus). City shall provide the contractor with an electronic read file containing data on the meters to be read no later than 3 days prior to the start of the read cycle. File shall be formatted in the manner prescribed by the City of Wyoming (see attachment "C" and sample of file transfer illustrations contained in attachments "D" and "E".) (Attachments "C", "D" and "E" are to be considered part of the bid document.) File transmission shall be via e-mail or other agreed upon electronic transmission. The completed daily read file shall be returned to the City in the format prescribed by the City each day but not later than one day after all reads in the file for the read cycle have been obtained.

- E. Successful bidder shall be required to be available to coordinate file data and file transfer protocols with the staff of the Water Billing Office immediately upon award of the bid.
- F. Contractor will not be required to enter any residence in order to perform meter reads. Contractor shall not be required to enter any meter pits but shall be required to read meter touch-pads accessible above ground.

IV. PAYMENT & CONTRACT

- A. Bid price shall be based per read. Per read to include each read and each attempted read provided; however, that the Contractor shall note a valid reason for not securing each attempted read as well as report any non-functioning or malfunctioning meter/touch-pad. Contractor shall hang a door tag (provided by the City) at each location where a non-functioning or malfunctioning meter/touch-pad is discovered.
- B. The City shall invoice the contractor for unattained meter reads without explanation or for unattained meter reads where the City finds no difficulty obtaining a read during the re-read process. Invoiced amounts for unattained meter reads shall be calculated at the City's billable hourly rate plus the cost of vehicle use plus an administrative charge.
- C. All bidders shall submit bid prices as requested herein on the form provided. Bid prices submitted on other than this form will not be acceptable.
- D. Upon award of any services resulting from this bid, the City intends to execute an agreement between the City and the Contractor chosen to perform the services that sets forth the terms, conditions, and specifications of the services. The Contract shall incorporate the terms of this bid. All services performed hereunder by the Contractor shall be in accordance with the Contract documents to be defined upon award of the services. The successful bidder shall be required to enter into a contract with the City.

BID PROPOSAL FORM

State bid price per read for water meter reading services as per the specifications contained herein:

	Bid Price Per Read*
July 1, 2010 – June 30, 2011	\$0.65
July 1, 2011 – June 30, 2012	\$0.65

**** SENSUS METERING SYSTEMS EQUIPMENT WILL BE USED. BILLING SYSTEM FILE TRANSFER**
**Successful read and read attempt with valid reason for read failure*
MUST BE SET UP BY THE CITY OF WYOMING TO MATCH THE SENSUS FILE LAYOUTS

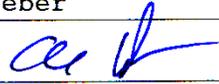
TERMS: NET 30

COMPANY: City Services, Inc. / Division of Etna Supply Co

ADDRESS: 529 32nd Street SE

CITY: Grand Rapids STATE: MI ZIP CODE: 49548

AUTHORIZED BY (Please Print): Al Weber

AUTHORIZED SIGNATURE (Required): 

PHONE: (616) 241-5414 FAX: (616) 475-9128 DATE: 5/12/10

E-MAIL aweber@etnasupply.com WEB SITE www.etnasupply.com

All proposals are to be in sealed envelopes and plainly marked “**BID FOR WATER METER READING SERVICES.**” 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 a manner deemed to be in the best interest of the City.

BID DUE: 11:00 A.M.; Tuesday, May 18, 2010
Wyoming City Clerk’s Office
1155 28th Street SW
P.O. Box 905
Wyoming, Michigan 49509-0905





**SUBCONTRACT PROVISION FORM
FOR WATER METER READING SERVICES**

Subject to the approval of the City of Wyoming, the Contractor may sublet the item or items of work so stipulated below, provided the name and signature of the subcontractor is listed in the space provided.

NAME OF CONTRACTOR OR
SUBCONTRACTOR DOING THE WORK

DESIGNATED ITEMS

The undersigned certified that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____

Signed _____

By _____

By _____

Address _____

Address _____

Signed _____

Signed _____

By _____

By _____

Address _____

Address _____

Signed _____

Signed _____

By _____

By _____

Address _____

Address _____



**CITY OF WYOMING
CONTRACTOR INSURANCE REQUIREMENTS**

Requirements:

Contractors performing work on City property or public right-of-way for the City of Wyoming shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. **All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).**

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance
<u>1. Commercial General Liability</u> Liability to include coverage for: <ul style="list-style-type: none"> a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability 	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage-</u> \$1,000,000 per occurrence
<u>2. Business Auto Liability</u> to include coverage for: <ul style="list-style-type: none"> a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles 	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage-</u> \$1,000,000 per occurrence
<u>3. Worker's Compensation</u> <ul style="list-style-type: none"> d) Employers' Liability 	<u>Statutory Limits</u> \$500,000 per occurrence
<u>4. Excess/Umbrella Coverage</u>	See bid specification requirements
<u>5. Contract Bonds</u> <ul style="list-style-type: none"> a) Bid b) Performance c) Payment d) Maintenance 	See bid specification requirements
<u>6. Owners Contractors Protective</u>	As specified for individual project specifications
<u>7. The following language shall be included on the Certificate of Liability Insurance</u> It is also understood and agreed that the following shall be Additional Insured's: The City of Wyoming, and including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.	

ALL SUBCONTRACTORS MUST COMPLY WITH THE ABOVE REQUIREMENTS.

Certificate of Liability Insurance Forms must be mailed to:

City of Wyoming -Administrative Offices
 c/o: Laura Jackson
 1155-28th Street SW
 P.O. Box 905
 Wyoming, MI 49509-0905

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

Questions regarding required insurance should be directed to the City of Wyoming's Administrative Offices, at 616-530-3173.



In addition, **this form must be signed and mailed**, with the insurance forms, to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City of Wyoming.

AGREEMENT:

I agree to provide the above-described insurance coverage to the City of Wyoming. I also agree to provide the City with evidence of insurance coverage on any and all subcontractors performing work on projects.

Company City Services, Inc Vendor # (if applicable) _____

Address 529 32nd Street SE

City Grand Rapids State MI Zip Code 49548

Phone (616) 241-5414 Fax (616) 475-9128

Printed Name Al Weber

Signature  Date 5/12/10





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

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

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

INDEPENDENT CONTRACTOR

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

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

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

COMPANY NAME **TITLE**

SIGNATURE **DATE**



6/7/10
WSZ

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE ADDITIONAL WORK FOR THE
FURNISHING AND INSTALLING OF HIGH BAY LIGHTING

WHEREAS, the City Council of the City of Wyoming awarded a bid for the furnishing and installing of high bay lighting on May 3, 2010 to Elders Electric Company, Inc., and

WHEREAS, the contractor has identified an illumination problem in the Motor Pool garage, and

WHEREAS, the Contractor has recommended a correction for the illumination problem at a net cost of \$682.50, and

WHEREAS, the additional cost can be financed from the Motor Pool Fund Account 661 441 58300 930000; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the additional work for the furnishing and installing of high bay lighting in the amount of \$682.50.

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

Motion carried: _____ Yeas, _____ Nays.

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

Heidi Isakson
City Clerk

Resolution No. _____

MEMORANDUM

DATE: May 26, 2010
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Additional Work for High Bay Lighting

On Monday May 3, 2010, the City Council awarded a bid for furnishing and installing high bay lighting in the Public Works garage and the Motor Pool shop. The bid was awarded to the lowest bidder, Elders Electric Company Inc. in the amount of \$14,943.00. In order to complete the project in the Motor Pool shop so that the lights function properly, thirty-two lights need to be relocated from their current location to the side of each vehicle service bay. The new location of the light fixtures will require additional conduit, wiring, and light fixtures as well as a reduction in the number of occupancy sensors. The net cost of the additional work and fixtures is \$682.50. This will also increase the Consumers Energy incentives by \$765.60.

It is recommended that the City Council approve the additional work.

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT A PROPOSAL FOR
SOFTWARE SUPPORT SERVICES

WHEREAS, the City of Wyoming owns and operates a Supervisory Control and Data Acquisition System (SCADA) capable of serving the needs of the operations work group at the Clean Water Plant, and the Donald K. Shine Water Treatment Plant, and

WHEREAS, the computer oriented system is utilized to control and monitor Plant operations from various work stations, and

WHEREAS, the SCADA system significantly automates the storage of operations information which is used in producing the reports required to assure the efficient operation of the Plants, and

WHEREAS, the current software support services contract for the SCADA system with Wonderware North expires on July 7, 2010, and

WHEREAS, Wonderware North is the only firm able to provide the required SCADA system software support services, and

WHEREAS, a proposal to continue to provide the required SCADA system software support services for a period of twelve months has been received from Wonderware Central in the amount of \$27,299.00, and

WHEREAS, funds for the software support services are budgeted in the 2010-2011 Sewer Fund Software Services Account #590-590-543.00-806.000, and Water Fund Software Services Account #591-591-553.00-806.000, now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby accept the proposal to continue to provide the required SCADA system software support services for the next twelve months as received from Wonderware Central in the total amount of \$27,299.00.

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

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

Motion carried: _____ Yeas, _____ Nays

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

Heidi A. Isakson
Wyoming City Clerk

Attachments: Memorandum
Wonderware Customer First Support Agreement Proposal

Resolution No. _____

MEMORANDUM

TO: Kim Oostindie, Human Resources Supervisor
FROM: Craig Smith, Information Utility Plant Superintendent
DATE: June 1, 2010
SUBJECT: Wonderware Software support

It is time to renew our software support contract with Wonderware North. As in the past, this 12 month support contract includes the following:

- ◆ Toll free telephone support
- ◆ Knowledgebase CD, which includes program updates, patches and service packs

This contract, which takes effect July 7, 2010, covers both the Clean Water Plant and the Drinking Water Plant at a total cost of \$27,299. This is a slight increase over last year's \$26,763.98. This breaks down to \$15,452 for the Drinking Water Plant and \$11,847 for the Clean Water Plant. Sufficient funds are available in our 2010- 2011 Software accounts for this service.

Attached for your consideration, is a resolution to present to the City Council for approval. If you have any questions concerning this, I will make myself available to answer them.

cc Jerry Caron, WTP Superintendent
Gail Sheppard, Director of Information Technology
Bill Dooley, Director of Public Works



Wonderware Customer First Support Agreement Proposal

Company Name: City of Wyoming WTP
Contact: Craig Smith
Date: February 16, 2010
Reference: CityofWyomingWTP_27960_Schulz_021610MS_CustomerFirst_r1
Support Agreement ID: 27960
Current Expiration Date: July 7, 2010
Support Level: Standard

Tom:

We thank you for your continued participation in the **Wonderware Customer First Support Program**, and are pleased to provide you with this quotation for renewal. Due to the high customer satisfaction rating you have given us, Wonderware North has recently been named the top distributor for Customer Support Satisfaction. We thank you for allowing us that honor, and look forward to extending the same world-class support to you during the 2010 year.

But we are not the only asset the Customer First Support program makes available to you. As the Wonderware Developer Network (available exclusively to Customer First Support subscribers) continues to grow, it is becoming an increasingly effective and vital tool for customers to extract the greatest amount of return on their software investment by collaborating with other customers, system integrators, developers and architects from around the world.

A crucial well-known benefit of Wonderware Customer First Support is access to Free Version Upgrades. However, not only do you get the latest versions for free as a support subscriber, you also have exclusive access to Wonderware service packs and patches, which can be vital to keeping your system compatible with your Microsoft OS. Microsoft releases many security related updates which can jeopardize the stability of your production system. As a Microsoft Gold Certified Partner, Wonderware has visibility into forthcoming security related updates and the ability to immediately react and release any necessary patches and updates which are available at no cost to Customer First Support subscribers.

A few of the enhancements and releases on Wonderware's horizon for 2010 you will not want to miss:

- . Windows 7 Support
- . MS SQL Server 2008 Support
- . Extended functionality to Wonderware Historian (Slated for release in January)
- . Wonderware Performance and Operations Software v4.0
- . InBatch 9.1
- .

What you should know:

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement is allowed to lapse, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.

To assist you in every way possible to meet your budgeting demands, this proposal represents the cost to renew the Wonderware Customer First Support Agreement for the upcoming year, AND a budgetary estimate for 2011.

There are three tiers of support available to you, and the benefits of each are listed on the following page. Additional benefits such as direct access to Wonderware (outside of Wonderware North business hours) or access to 24x7 emergency support can be arranged by purchasing the Premium or Elite levels....

425 Caredean Drive, Horsham, PA 19044
Tel: 215.675.5800
www.wonderwarenorth.com

Owned and Operated by Q-mation, an Independent Wonderware software distribution partner.



Wonderware Customer First Program Benefits

Feature	Standard*	Premium	Elite
Software Maintenance and Enhancements			
Software Upgrades and Updates	√	√	√
Patches, Service Packs	√	√	√
Hot Fixes	√	√	√
Automated Communications			
WonderUpdate via E-mail	√	√	√
Tech Alerts via E-mail	√	√	√
Automated Email of Support Usage & Summary Reports		√	√
Online Support			
Wonderware Developer Network	√	√	√
Incident Submission & Tracking via WebSupport	√	√	√
Expert System Knowledge Base (Online and CD format)	√	√	√
Wonderware Security Central	√	√	√
TechNotes	√	√	√
Incident Submission via E-mail	√	√	√
Enhanced Technical Support			
Immediate Telephone Support via Wonderware NorthEast	√	√	√
Remote Support	√	√	√
Wonderware Lake Forest Level 2 Direct/Advanced Support		√	√
24/7/365 - Emergency Technical Support via Telephone		√	√
Critical Incident Response Access			√
Training			
Online Training with Access to Over 60 Online Courses	√	√	√
Discounts on Training Classes held at Wonderware NorthEast	√	√	√
Discount on Software Audit Services		50%	50%
Additional Features	na	See below for details	

*Additional features are available to **Premium** members, based on the amount of licenses/size of the agreement - - such as Personalized/Dedicated Wonderware Support TEAM, two (2) Complimentary Invitations to Wonderware Premium Support Symposium (hosted at WonderWorld), On-Site Technical Reviews, Dedicated Customer Portal for support issues...*

***Elite** members have expanded discounts on Wonderware Services, formal planning/technical advisement Resources, five (5) Complimentary Invitations to Wonderware Premium Support Symposium (hosted at WonderWorld) and options such as a Hosted Application Clone at Wonderware...*

See Wonderware North for details.

425 Caredean Drive, Horsham, PA 19044
 Tel: 215.675.5800
 www.wonderwarenorth.com

Owned and Operated by Q-mation, an Independent Wonderware software distribution partner.



Customer First Support Proposal: Current Year

Support Level: Standard

Purchase Order Must be Received By: July 7, 2010

The renewal quotation below was based on the attached list of licenses registered to your site (See License List on last page). Review this list for accuracy and alert us of changes, upon which we'll revise the proposal and official License List accordingly. Licenses not on the contract will not be eligible for support /upgrades.

Part Number	Description	Price
WWCFS-2000	Wonderware Customer First Agreement – Standard Level – One Year – Cleanwater Plant Licenses	\$11,847
WWCFS-2000	Wonderware Customer First Agreement – Standard Level – One Year – Drinking Water Plant Licenses	\$15,452
Total:		\$27,299

Option: ACP ThinManager Support Agreement for Drinking Water Plant

Part Number	Description	Price
TM-CSR-2	ACP ThinManager Support Agreement through May 2011 <ul style="list-style-type: none">• Includes Upgrade to Platform 4• SN# F41A69E3-ADE5580A• ACP 25-pack ThinManager Pro Software• ACP 25-pack Mirrored 25-pack Licensing	\$5,000

Simply call or e-mail me if you have any questions.

Reference WCF Support Agreement ID 27960 and address your order to:

Ordering Information
Wonderware North (Q-mation)
425 Caredean Drive
Horsham, PA 19044
Attn: Bill Bullotta
(877) 900-4996 phone
(215) 675-9712 fax
bbullotta@wonderwarenorth.com
Tax ID: 23-2549974

Best Regards,

Maria Snyder
Wonderware North
msnyder@wonderwarenorth.com

425 Caredean Drive, Horsham, PA 19044
Tel: 215.675.5800
www.wonderwarenorth.com

Delivery: 2 weeks
Terms: Net 30 Days
F.O.B: Horsham, PA
Transportation: Prepaid & added
Quotation valid: 30 days



City of Wyoming License List – Cleanwater Plant

Software License Number	Key Serial Number	Part Number	Part Description
358863-3		12-10039	InTouch Runtime 60K Tag Upgrade
358864-3		12-10039	InTouch Runtime 60K Tag Upgrade
358865-3		12-10039	InTouch Runtime 60K Tag Upgrade
358866-3		12-10039	InTouch Runtime 60K Tag Upgrade
358867-3		12-10039	InTouch Runtime 60K Tag Upgrade
358868-3		12-10039	InTouch Runtime 60K Tag Upgrade
358869-3		12-10039	InTouch Runtime 60K Tag Upgrade
358870-3		12-10041	InTouch Runtime 60K Tag wo IO Upgd.
358871-3		12-10041	InTouch Runtime 60K Tag wo IO Upgd.
358872-3		12-10041	InTouch Runtime 60K Tag wo IO Upgd.
358873-3		12-10041	InTouch Runtime 60K Tag wo IO Upgd.
358874-3		12-10041	InTouch Runtime 60K Tag wo IO Upgd.
358875-3		12-10041	InTouch Runtime 60K Tag wo IO Upgd.
358876-3		12-10041	InTouch Runtime 60K Tag wo IO Upgd.
358877-3		12-10041	InTouch Runtime 60K Tag wo IO Upgd.
438943-7		12-0428	Historian Server Standard Ed. - 5K Tag
439939-3		12-9138	ActiveFactory Per Device
439940-3		12-9138	ActiveFactory Per Device
439941-3		12-9138	ActiveFactory Per Device
439942-3		12-9138	ActiveFactory Per Device
505510-2		12-2005	InTouch Runtime 60K Tag, Upgd.
505513-2		12-2000	InTouch Development 60K Tag, Upgd.
520938-1		12-0262	WWCAL - Single License, Upgd
520939-1		12-0262	WWCAL - Single License, Upgd
520940-1		12-0262	WWCAL - Single License, Upgd
520941-1		12-0262	WWCAL - Single License, Upgd
676853-1		12-0432	Industrial Data Acquisition Service, Upgd.
715723-0		04-2036	Device Integration, IO Server
729545-5		12-10220	Upg, InTouch RT 60K Tag w/oIO WIC
890163-0	438943	09-0023	Information Server Portal
890636-0		01-2151	InTouch Runtime 60K Tag wo IO
890637-0		01-2151	InTouch Runtime 60K Tag wo IO

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City of Wyoming License List – Drinking Water Plant

Software License Number	Key Serial Number	Part Number	Part Description
685157-3		01-2303	InTouch for SP w/Trend/Analysis
685158-3		01-2303	InTouch for SP w/Trend/Analysis
710444-5	961707	17-0464	Historian Server Standard Ed. - 12K Tag
716355-4		12-9302	ActiveFactory Per Server
716356-2		12-0434	Upgrade, WW Basic CAL - Single License with MS SQL Server CAL
760375-2		12-0434	Upgrade, WW Basic CAL - Single License with MS SQL Server CAL
760376-2		12-0434	Upgrade, WW Basic CAL - Single License with MS SQL Server CAL
760377-2		12-0434	Upgrade, WW Basic CAL - Single License with MS SQL Server CAL
760378-2		12-0434	Upgrade, WW Basic CAL - Single License with MS SQL Server CAL
890162-1	961707	09-0023	Information Server Portal
961707-0		SP-4430A	System Platform 25K IO/12K History
961708-2	961707	19-0049	Application Server 25K I/O
961709-0	961707	04-2036	Device Integration, IO Server
972058-0		SO-D130	Device Integration Servers
972059-0		SO-D130	Device Integration Servers
972060-0		SO-D130	Device Integration Servers
972061-0		17-1102	ActiveFactory Per Named Device - 20 Pk
972062-0		17-1099	ActiveFactory Per Named Device
972063-0		17-0221	WW Basic CAL per Processor with MS SQL Server CAL
972064-0		97-1164	Development Studio Unlimited
972065-0		01-2326TP	InTouch Failover System TSE
975569-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975570-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975571-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975572-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975573-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975574-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975575-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975576-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975577-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975578-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975579-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975580-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975587-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975588-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975589-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975590-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC

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Wonderware Customer First Support Agreement Proposal

975591-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975592-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975593-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975594-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975595-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975596-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975597-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
975598-0		12-10239T	Upg, InTouch for SP w/oTrend/Analysis TSE WIC
990711-0	975569	19-0056TP	Application Server TSE Session
990712-0	975570	19-0056TP	Application Server TSE Session
990713-0	975571	19-0056TP	Application Server TSE Session
990714-0	975572	19-0056TP	Application Server TSE Session
990715-0	975573	19-0056TP	Application Server TSE Session
990716-0	975574	19-0056TP	Application Server TSE Session
990717-0	975575	19-0056TP	Application Server TSE Session
990718-0	975576	19-0056TP	Application Server TSE Session
990720-0	975577	19-0056TP	Application Server TSE Session
990721-0	975578	19-0056TP	Application Server TSE Session
990722-0	975579	19-0056TP	Application Server TSE Session
990723-0	975580	19-0056TP	Application Server TSE Session
990724-0	975587	19-0056TP	Application Server TSE Session
990725-0	975588	19-0056TP	Application Server TSE Session
990726-0	975589	19-0056TP	Application Server TSE Session
990727-0	975590	19-0056TP	Application Server TSE Session
990728-0	975591	19-0056TP	Application Server TSE Session
990729-0	975592	19-0056TP	Application Server TSE Session
990730-0	975593	19-0056TP	Application Server TSE Session
990731-0	975594	19-0056TP	Application Server TSE Session
990732-0	975595	19-0056TP	Application Server TSE Session
990733-0	975596	19-0056TP	Application Server TSE Session
990734-0	975597	19-0056TP	Application Server TSE Session
990887-0	975598	19-0056TP	Application Server TSE Session
1016444-0	961707	19-0055	Application Server Platform
1016445-0	961707	19-0055	Application Server Platform
1016446-0	961707	19-0055	Application Server Platform
1016447-0	685157	19-0055	Application Server Platform
1016448-0	685158	19-0055	Application Server Platform
1043525-0		19-0055	Application Server Platform
1043526-0		19-0055	Application Server Platform
1043527-0		19-0055	Application Server Platform

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RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

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

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

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

<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1. Chemicals for the Clean Water Plant	Kemira Water Solutions, Inc. Alexander Chemical Corporation, Webb Chemical Service Corporation & JS Buxton	Bid prices as shown on the attached tabulation sheet
2. Chemicals for the Drinking Water Plant	Shannon Chemical Corporation, Alexander Chemical Corporation, Standard Purification, Polydyne Inc., Ashland Hercules Water Technologies & Nalco Company	Bid prices as shown on the attached tabulation sheet
3. Liquid Polymers	Ashland Hercules Water Technologies, Mineral Masters Corporation, Hexagon Technologies, Polydyne Inc & Broadmoor Products	Bid prices as shown on the attached tabulation sheet
4. Police & Fire Department Uniform Clothing Items	Nye Uniform Company	Bid prices as shown on the attached tabulation sheets

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

Motioned carried: _____ Yeas, _____ Nays

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

Attachments: Memorandums
Tabulation Sheets

Heidi Ann Isakson
Wyoming City Clerk

MEMORANDUM

TO: Kim Oostindie, Human Resources Supervisor
FROM: Craig Smith, Utility Plant Superintendent
DATE: May 19, 2010
SUBJECT: Chemical Bids

On May 11, 2010, bids were opened for treatment chemicals used at the Clean Water Plant and the Drinking Water Plant following the solicitation of bids from a total of 75 companies. After review of the bids submitted, I am recommending City Council approval of the following low bids:

Ferric Chloride	Award bid to Kemira Water Solutions, Inc at \$428 per ton
Sulfur Dioxide	Award bid to Alexander Chemical at \$950 per ton
Sodium Hydroxide	Award bid to Alexander Chemical at \$4,770 per 3,000 gallons
Sodium Hydroxide	Award bid to Webb Chemical at \$127 per 55 gallon drum
Sulfuric Acid	Award bid to Webb Chemical at \$3,925 per 2,500 gallons
Liquid Lime	Award bid to JS Buxton at \$81.03 per ton *
Polymer	As in the past, please award bids to all Polymer Suppliers. This gives us the flexibility of changing to a different formula when our wastewater characteristics change.

*There were no bids submitted for Liquid Lime this year. As this is an essential chemical for the stabilization of Biosolids, I contacted JS Buxton, to inquire why he did not submit a bid as they have been our supplier for many years. He stated it was simply an oversight. He agreed to send me a letter (attached) stating the cost of slurry lime for the next year would not change from last year's price.

These bids reflect an overall decrease compared to the bids received last year. Due to the significant decrease in the Sulfuric Acid bid, I did call Webb Chemical to inquire if this might be an error. They verified this as a good price. Here is a comparison of the current bid prices with those of last year as well as my projected expenditures for the next budget year.

Chemical	09 – 10 Price	10 –11 Bid Price	Budget Estimate FY 10 -11
Ferric Chloride	\$501 per Ton	\$ 428 per Ton	\$73,600
Sulfur Dioxide	\$900 per Ton	\$ 950 per Ton	\$20,600
Sodium Hydroxide	\$3,714.50 per load	\$4,770 per load	\$10,150
Sulfuric Acid	\$9,375 per load	\$ 3.925 per load	\$8,000
Liquid Lime	\$80.10 per Ton	\$80.10 per Ton	\$21,550
Polymer	\$1.28 per Lb.	\$1.28 per Lb.	\$18,800
		Total	\$152,700

JS Buxton™
4241 White Lake Drive
Whitehall, Michigan 49461

5/18/2010

City of Wyoming,

THE PRICE OF LIME SLURRY FOR THE
YEAR 2010 WILL REMAIN THE SAME
AS 2009.

THANKS,

John Buxton

MEMORANDUM

TO: Kimberly Oostindie, Human Resources Supervisor
FROM: Michael Averill, Operations Supervisor, WTP
DATE: June 2, 2010
REF: Chemical Bid Acceptance

Bids were received and opened on May 11, 2010 for the 2010-2011 Water Treatment Plant Chemicals, and we recommend bids be awarded as noted below.

We recommend bids be awarded to the following bidders:

- Shannon Chemical Corporation for Tetra Potassium Pyrophosphate \$147.47/50# bag

We wish to accept the following vendors for Power Activated Carbon. One being coal based and the other is wood based, with the new carbon feed facility on-line we can run full-plant trials on the wood based product.

- Alexander Chemical Corporation for Coal Based Powdered Activated Carbon \$1,281.00/ton
- Standard Purification for Wood Based Power Activated Carbon \$1,091.00/ton

We wish to accept the following vendors for Liquid Anionic Polymer and Liquid Cat-Ionic Polymer until such time we have tested the bid products. Samples are presently being tested at the Drinking Water Laboratory.

Anionic Polymer:

- Polydyne, Inc \$427.50 / 55 gallons
- Ashland Inc. \$424.57 / 55 gallons
- Nalco Company \$525.45/ 55 gallons

Cat-Ionic Polymer:

- Polydyne Inc. \$6,120.00 / 2000 gallons
- Ashland Inc. \$10,080.00 / 2000 gallons
- Nalco Company \$6,715.00/ 2000 gallons

Activated Carbon is used for treating raw water at 60 degrees or higher for taste and odor compounds. This product is feed seasonally and we budget for 30 tons at \$36,530.00.

Tetra Potassium Pyrophosphate is used in conjunction with Sodium Hypochlorite for Zebra Mussel control of the Lake Intake and piping. When adding Sodium Hypochlorite to water you have a softening effect which Phosphate is used to keep the calcium and magnesium in solution thereby eliminating the build up of minerals on the carrier pipe walls. Again this product is only used on a seasonal basis and we budget for 0.3 tons at \$1,769.00.

Anionic polymer is used to facilitate the dewatering of our drinking water liquid sludge through the use of centrifuges. We budget for 10 tons at \$22,000.00.

Cat-Ionic Polymer is used in conjunction with Aluminum Sulfate to enhance the coagulation process thereby making the coagulation particles larger and heavier. We budget for 16 tons at \$8,821.00

All of the above products conform to NSF/ANSI 60 specifications for drinking water additives. Funds are budgeted in account 591-553.00-740.000 for these purchases.

Cc: Bill Dooley, Director of Public Works
Jerry Caron, Superintendent

CITY OF WYOMING, MICHIGAN

Tabulation of Bids

On Water Treatment and Clean Water Plant Chemicals

Opened By The City Clerk On May 11, 2010 At 11:00 A.M.

All bid prices F.O.B. Water Treatment Plant or Clean Water Plant and firm for orders placed through June 30, 2010

Clean Water Plant Chemicals

Company	Liquid Slurried Lime	Aqueous Iron (Ferric Chloride)		Liquefied Sulfur Dioxide		Sodium Hydroxide		Sulfuric Acid	Potassium Permanganate	Liquid Sodium Hypochlorite
	<i>Per Ton Delivered</i>	<i>Per Ton Delivered</i>	<i>Alternate Per Ton Delivered</i>	<i>Per Ton Delivered</i>	<i>Cylinder Deposit Required (Yes or No)</i>	<i>Per 3,000 Gallons</i>	<i>Per 55 Gallon Drum Delivered (In quantities of 2 drums per order)</i>	<i>Per 2,500 Gallons Delivered</i>	<i>Per 110 lb. Drum Delivered</i>	<i>Per 2,000 Gallons Delivered</i>
Kemira Water Solutions, Inc.		\$428.00								
Webb Chemical Service Corporation		\$550.00					\$127.00	\$3,925.00		\$1,750.00
PVS Technologies		\$562.00								
Water Elements, LLC		\$599.00	\$599.00							
Alexander Chemical Corporation				\$950.00	\$750.00 /each	\$4,770.00		\$9,375.00	\$480.00	\$1,780.00
PVS Nolwood Chemicals (*Sodium Hydroxide & Sulfuric Acid Prices only firm for 90 days)						\$5,016.00*	\$175.00*	\$5,010.00*	\$165.00	

CITY OF WYOMING, MICHIGAN

Tabulation of Bids

On Water Treatment and Clean Water Plant Chemicals

Opened By The City Clerk On May 11, 2010 At 11:00 A.M.

All bid prices F.O.B. Water Treatment Plant or Clean Water Plant and firm for orders placed through June 30, 2010

Drinking Water Plant Chemicals

Company	Powered Activated Carbon	Polymer-Liquid Cat-Ionic Polymer	Polymer-Liquid Anionic Polymer	Polymer-Liquid Cat-Ionic Polymer	Tetra Potassium Pyrophosphate
	<i>Per Ton Delivered</i>	<i>Per Bulk Shipment of 2000 gallons Delivered</i>	<i>Per 55 Gallon Drum Delivered</i>	<i>Per 55 Gallon Drum Delivered</i>	<i>Per 50 lb. Bag Delivered</i>
AgriTec Sorbents, LLC	\$1,096.00				
Jacobi Carbons, Inc.	\$1,266.00				
Alexander Chemical Corporation	\$1,281.00				
Envirogreen Chemicals, LLC	\$1,286.00				
Norit Americas Inc.	\$1,300.00				
Pica USA, Inc.	\$1,400.00				
Standard Purification (* Requires 20 Ton Bulk Truck Load for Powered Activated Carbon)	\$1,091.00*				
Thatcher Company of Montana (*minimum order: 40,000 lbs. with lead time: 7-10 business days)	\$1,239.00*				
Polydyne Inc.		\$6,120.00	\$427.50	\$517.50	
Ashland Hercules Water Technologies		\$10,080.00	\$424.57	\$576.40	
PVS Nolwood Chemicals					\$95.00
Nalco Company		\$6,715.00	\$525.45		
Shannon Chemical Corporation					\$147.47

CITY OF WYOMING, MICHIGAN

Tabulation of Bids

On Water Treatment and Clean Water Plant Chemicals

Opened By The City Clerk On May 11, 2010 At 11:00 A.M.

All bid prices F.O.B. Water Treatment Plant or Clean Water Plant and firm for orders placed through June 30, 2010

Liquid Polymers

	Stockhausen Praestol K275FLX		Stockhausen Praestol K144L	
	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>
Ashland Hercules Water Technologies	\$ 1.28	\$ 450.00	\$ 1.28	\$ 450.00

All Other Polymers Listed On Bid Proposal - NO BIDS RECEIVED

Additional Polymers

	Mineral Masters 2344		Mineral Masters 2840		Mineral Masters 2307	
	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>
Mineral Masters Corporation	\$ 1.43	440	\$ 1.76	440	\$ 2.06	440
	Hexagloc WY-23, Cationic Flocculant		Hexafloc WY-175F, Cationic Flocculant		Hexafloc WY-189F, Cationic Flocculant	
Hexagon Technologies	\$ 1.26	440	\$ 1.28	450	\$ 1.28	450
	Praestol K274 FLX		Praestol K279 FLX			
Ashland Hercules Water Technologies	\$ 1.28	450	\$ 1.28	450		
	Clarifloc CD-1079		Clarifloc CE-1080			
Polydyne Inc.	\$ 1.12	450	\$ 1.12	450		
	Moor FLOC 2006-Cationic Flocculant					
Broadmoor Products Inc.	\$ 2.25	450				

MEMORANDUM

To: City Council and City Manager

From: Kim Oostindie, Human Resources Supervisor

Re: Award of Bid for Police and Fire Department Uniform Clothing Items

Date: June 1, 2010

On May 18, 2010 two bids were received in answer to our invitation to bid on Police and Fire Department uniform clothing items. Seventy-nine invitations to bid were sent to prospective bidders.

It is the recommendation of both the Police Department and Fire Department to award the bid to Nye Uniform Company. Nye Uniform Company provided pricing on all items and also provides convenience in location including in-store tailoring services, which makes it quicker and more convenient for personnel to be fitted, without needing an appointment, proving especially helpful when outfitting new hires and/or transfers.

Funding for the Police Department uniform clothing items is available in the following accounts: 101-305-30500-744000, 101-305-30700-744000, 101-305-31000-744000, 101-305-31200-744000, 101-305-31500-744000, 101-305-31700-744000 and 101-305-32500-744000. The estimated expenditure for the Police Department uniform clothing items during the coming year is expected to total approximately \$30,000.00.

Funding for the Fire Department uniform clothing items is available in account number 101-337-339-744000, 101-337-337-744000 and 101-337-341-744000. The estimated expenditure for the Fire Department uniform clothing items during the coming year is expected to total approximately \$16,500.00

It is recommended the Wyoming City Council award the bid for Police and Fire Department uniform clothing items to Nye Uniform Company at the bid prices as stated on the attached tabulation sheets.

Attachments: Tabulation Sheets

CITY OF WYOMING, MICHIGAN

Tabulation of Bids

On Police & Fire Uniform Clothing Items

Opened By The City Clerk On May 18, 2010 At 11:00 O'Clock A.M.

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

	Outdoor Outfits	Nye Uniform Company
POLICE DEPARTMENT UNIFORM CLOTHING ITEMS		
Cap		\$ 49.99
SHIRTS		
Men's		
<u>Short sleeve</u> shirt <u>with</u> front zipper closure		\$ 35.99
<u>Short sleeve</u> shirt <u>without</u> front zipper closure		\$ 28.99
<u>Long sleeve</u> shirt <u>with</u> front zipper closure		\$ 39.99
<u>Long sleeve</u> shirt <u>without</u> front zipper closure		\$ 32.99
Tailoring		\$ 6.99
Women's		
<u>Short sleeve</u> shirt <u>with</u> front zipper closure		\$ 35.99
<u>Short sleeve</u> shirt <u>without</u> front zipper closure		\$ 28.99
<u>Long sleeve</u> shirt <u>with</u> front zipper closure		\$ 39.99
<u>Long sleeve</u> shirt <u>without</u> front zipper closure		\$ 32.99
Tailoring		\$ 6.99
TROUSERS		
Men's		
Trousers (Dacron/Wool)		\$ 76.99
Trousers (100% Polyester)		\$ 45.99
Women's		
Trouser (Dacron/Wool)		\$ 76.99
Trouser (100% Polyester)		\$ 45.99
NECKTIE, DESIGNATION STRIPES, CAR DUTY JACKET & PATROL SWEATER		
Necktie		\$ 3.99
Pair of sergeant rank designation stripes		\$ 3.50
Car duty jacket	\$ 164.70	\$ 259.99
Patrol sweater		\$ 69.99
FATIGUE UNIFORM CLOTHING ITEMS		
Trousers		\$ 54.99
Shirt (long sleeve)		\$ 43.99
Shirt (short sleeve)		\$ 42.99
Mock turtle-neck shirt		\$ 15.99
Patrol dress coat		\$ 349.99
BIKE PATROL UNIFORM CLOTHING ITEMS		
Pants		\$ 87.99
Shorts		\$ 47.99
Shirt		\$ 59.99
Jacket		\$ 189.99

CITY OF WYOMING, MICHIGAN

Tabulation of Bids

On Police & Fire Uniform Clothing Items

Opened By The City Clerk On May 18, 2010 At 11:00 O'Clock A.M.

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

	Outdoor Outfits	Nye Uniform Company
RESERVE VOLUNTEER FORCE PERSONNEL (RSVP) CLOTHING ITEMS		
Cap		\$ 6.99
Trousers		\$ 29.99
<u>Long sleeve</u> shirt		\$ 27.99
<u>Short sleeve</u> shirt		\$ 26.99
Jacket		\$ 89.99
Belt		\$ 15.99
FIRE DEPARTMENT UNIFORM CLOTHING ITEMS		
Trousers		
Trousers	Option 1	\$ 29.99
	Option 2	\$ 34.99
	Option 3	\$ 29.99
Shirts		
<u>White</u> short sleeve shirt		\$ 29.99
<u>White</u> short sleeve shirt with 4" longer body length		\$ 39.99
<u>White</u> long sleeve shirt		\$ 29.99
<u>White</u> long sleeve shirt with 4" longer body and sleeve lengths		\$ 39.99
<u>Light blue</u> short sleeve shirt		\$ 28.99
<u>Light blue</u> short sleeve shirt with 4" longer body lengths		\$ 39.99
<u>Light blue</u> long sleeve shirt		\$ 29.99
<u>Light blue</u> long sleeve shirt with 4" longer sleeve and body lengths		\$ 39.99



Healthwear, Industrial, Career Apparel,
Postal, Public Safety & Security



"Store @ Your Door"

ADDENDUM TO BID

PRICING

Shirt/Coat/Sweater Prices Include Sewing On Of Customer Provided Emblems At No Additional Charge.

Pant Prices Include Alterations For Length At No Charge.

All Clothing Subject To **10%** Oversize Charge On The Following Sizes;

SHIRTS – Men's Size 18 to 20 Neck (2XL & 3XL)
Women's Size 44 & 46 Bust (2XL)

PANTS – Men's Size 44 to 54 Waist
Women's Size 20 to 26 Waist

SWEATERS/TURTLENECKS/JACKETS – Size 2XL & 3XL

Any Sizes Not Listed Above-Price Quoted When/If Need Arises

DELIVERY

15 Days For Normal Stock Sizes (Subject To Manufacturer Availability).

Any Size That Exceeds Suppliers Stock Sizing Will Be "As Available" From Manufacturer. Expected Date On Those Products Will Be Relayed To Dept.

TERMS

Nye Uniform Payment Terms Are Net 30

RETURNS

Returns Are Accepted Within 30 Days Of Delivery On Unwashed /Unworn/Unused Goods With Original Packaging And Labels Attached.

Embroidered Items Are Non-Returnable.

Defective Merchandise Still Under Warranty Will Be Repaired Or Replaced As Determined By Nye Uniform.

1030 SCRIBNER, NW. GRAND RAPIDS, MICHIGAN 49504
PHONE (616) 459-5065, TOLL FREE (800) 748-0007, FAX (616) 459-4364

www.nyeuniform.com