

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 4, 2012, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Dennis Gilbert, Church of the Open Door
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of May 21, 2012
- 7) Approval of Agenda**
- 8) Public Hearings**
 1. To Consider Approval of an Application for an Industrial Facility Exemption Certificate in the City of Wyoming for Detail Technologies, LLC (7:01 p.m.)
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - 1) Budget Amendment No. 45 – To Appropriate \$6,500,050 of Funds in the Public Safety, Fire, and Police Funds to Pay for the Police and Fire Expenditures Equal to the Amount of Revenue Received in Those Funds and to Eliminate the Transfers Out of the Public Safety, Fire and Police Funds to the General Fund
- 14) Consent Agenda**

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

 - a) To Set Meeting Day and Time for the Historical Commission of the City of Wyoming
- 15) Resolutions**
 - b) To Approve the Application of Detail Technologies, LLC for an Industrial Facility Exemption Certificate in the City of Wyoming for a New Facility and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
 - c) To Authorize the Mayor and City Clerk to Execute a Service Agreement for the Library Coffee Shop with Bookworm Café
 - d) To Transfer the Class C Liquor License at 1820 44th Street SW from Schelde Enterprises, Inc. to Time Out GR LLC
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**

- e) To Approve Final Payment for the Kimble Park Parking Lot Improvements
- f) To Accept a Proposal and to Authorize the Mayor and City Clerk to Execute an Agreement for Plumbing Inspection Services
- g) To Authorize the Mayor and City Clerk to Execute an Agreement for the Towing and Storage of Vehicles
- h) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan for Fiscal Year 2012-2013
- i) To Authorize the Final Payment to Prein and Newhof for Preparing a Water Reliability Study
- j) To Authorize a Contract for Specific Home Repair Services
- k) To Award the Bid for the Byron Center Avenue Bike Path from M-6 to Metro Way (Budget Amendment No. 46)
- l) For Award of Bids
 - 1. Chemicals for the Water Treatment Plant
 - 2. Chemicals for the Wastewater Treatment Plant
 - 3. Liquid Polymers
 - 4. Waterworks Fittings

17) Ordinances

- 8-12 To Add Sections 90-472(6) and 90-507(10) to the Code of the City of Wyoming (Service Stations) (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: June 4, 2012

Budget Amendment No. 045

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$6,500,050 of funds in the Public Safety, Fire and Police Funds to pay for police and fire expenditures equal to the amount of revenue received in those funds and to eliminate the transfers out of the Public Safety, Fire and Police Funds to the General Fund.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Transfer from Public Safety Fund 101-699.205	\$2,500,000		\$2,500,000	\$0
Transfer from Fire Fund 101-699.206	\$1,500,050		\$1,500,050	\$0
Transfer from Police Fund 101-699.207	\$2,500,000		\$2,500,000	\$0
Police - Transfers - Transfer to Public Safety Fund 101-305-99900-999.205	\$0	\$1,964,510		\$1,964,510
Police - Transfers - Transfer to Police Fund 101-305-99900-999.207	\$0	\$2,500,000		\$2,500,000
Fire - Transfers - Transfer to Public Safety Fund 101-337-99900-999.205	\$0	\$535,490		\$535,490
Fire - Transfers - Transfer to Fire Fund 101-337-99900-999.206	\$0	\$1,500,050		\$1,500,050
Fund Balance/Working Capital (Fund 101)		<u>\$ -</u>	<u>\$ -</u>	
<u>Public Safety Fund</u>				
Public Safety - Police - Transfer from Police Department 205-320-30500-999.101	\$0	\$1,964,510		\$1,964,510
Public Safety - Fire - Transfer from Fire Department 205-320-30500-999.101	\$0	\$535,490		\$535,490
Public Safety - Transfers - Transfers to General Fund 205-320-99900-999.101	\$2,500,000		\$2,500,000	\$0
Fund Balance/Working Capital (Fund 205)		<u>\$ -</u>	<u>\$ -</u>	
<u>Fire Fund</u>				
Fire - Fire - Transfer from Fire Department 206-337-33700-999.101	\$0	\$1,500,000		\$1,500,000
Fire - Transfers - Transfer to General Fund 206-337-99900-999.101	\$1,500,000		\$1,500,000	\$0
Fund Balance/Working Capital (Fund 206)		<u>\$ -</u>	<u>\$ -</u>	
<u>Police Fund</u>				
Police - Police - Transfer from Police Department 207-305-30500-999.101	\$0	\$2,500,000		\$2,500,000
Police - Transfers - Transfer to General Fund 207-305-99900-999.101	\$2,500,000		\$2,500,000	\$0
Fund Balance/Working Capital (Fund 207)		<u>\$ -</u>	<u>\$ -</u>	

CITY OF WYOMING BUDGET AMENDMENT

Date: June 4, 2012

Budget Amendment No. 045

Recommended: _____
Finance Director City Manager

Motion by Councilmember _____, seconded by Councilmember _____
that the General Appropriations Act for Fiscal Year 2011-2012 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

STAFF REPORT

Date: May 24, 2012

Subject: Year-End Transfer for Public Safety, Police and Fire Funds

From: Timothy H. Smith, CPA, Finance Director

Meeting Date: June 4, 2012

Recommendation:

I recommend that City Council approves the attached budget amendment relating to reporting of fire and police expenditures in the general, public safety, fire and police funds.

Sustainability Criteria:

Environmental Quality – Does not impact this criterion.

Social Equity – Does not impact this criterion.

Economic Strength – Approving the budget amendment adjusts the budget to reflect the City budget in the format that the State of Michigan uses to determine municipalities fiscal stress.

Discussion:

When the City prepares its annual budget, all fire and police expenditures are shown as being paid by the general fund. Revenues from the special public safety, fire and police millage funds are shown as being transferred from the special revenue funds to the general fund on a monthly basis. This methodology provides better tracking of total expenditures for fire and police costs on a monthly basis.

When the State pulls information for determining the fiscal stress of a community, the revenues transferred in from special millages is not included in determining if the general fund revenues cover general fund expenditures. Therefore, the City receives negative marks for the general fund.

The attached budget amendment corrects the accounting for fire and police expenditures that are intended to be paid for by the special millage funds by:

1. Reversing the budget related to transferring of revenue from the special revenue funds to leaving the revenue in the special revenue funds.
2. Moves budgeted expenditures recorded in the general fund for fire and police department into the public safety, fire and police funds.

The numbers reflected in the budget amendment will differ from actual as the actual transfer of general fund police expenditures into the Police Fund will result in a fund balance at the end of the year of \$100 and the transfers from the general fund fire expenditures to the Fire Fund will result in a fund balance at the end of the year of \$100.

Transfers from general fund police and fire department expenditures to the public safety millage fund will be based on a formula that takes into account fire and police expenditures compared to base year expenditures along property tax and other revenue changes. Accordingly actual transfers may exceed or be less than the amount reflected in the budget amendment.

Budget Impact:

There is no impact on the combined total of the general, public safety, fire and police funds.

RESOLUTION NO. _____

RESOLUTION TO SET MEETING DAY AND TIME
FOR THE HISTORICAL COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. The Historical Commission currently meets on the third Tuesday of each month.
2. The Historical Commission has proposed changing its meeting schedule to the third Wednesday of each month.
3. Section 2.113 of the Code of Ordinances states that the days and times of regular meetings of all board and commission shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The regular day and time for meetings of the Historical Commission shall be the third Wednesday of each month at 6:30 p.m. in the Wyoming Public Library.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

**Minutes of the Regular Meeting of the
Wyoming Historical Commission
March 21, 2012**

Call to order: at 6:30 p.m. by Shawn Snow

Roll Call:

Present: Shawn Snow, Bill Branz, Kay Bueche, Tom Maas, Joe Koopmans, Ron Strauss and Rachel Connell. Also present: Joanne Vorhees.

Absent: Kelly White

Approval of Minutes:

Kay suggested that we approve the minutes at next month's meeting. All were in agreement.

Treasurer's Report:

Kay reported the following:

\$ 4,581.60	Balance in checkbook. This includes a deposit of \$153.00 for book sales and postage reimbursement for mailing of books.
<u>\$10,338.02</u>	Current value of Edward Jones account.
\$14,919.62	Current combined balance

Book Sales

Bill reported that he received an order that came through from Arizona for a set of books; also had some sales out of the History Room.

Old Business:

Room Activity:

Bill reported on the room activity as follows:

- Jim Winslow, a graphics person who is related to Rick O'Rourke, came in and donated a book his great uncle had written about local history.
- Julie Geers came in and wanted to know if we had any information on her house. Bill was able to track it back to the 1876 map. The house is just south of the intersection of 36th Street and Byron Center.
- Received a copy of the 1907 Kent County Atlas gifted to us by the Library. The book is in perfect condition.

- The City received a donation from the family of Chuck Lemery. Shawn said this will be addressed under New Business. The City passed the donation on to Bill to bring to the History Room. It is a box full of old newspaper clippings about Mr. Lemery, photos and other items. It also included the newspaper article of when the City dedicated Lemery Park to her father.
- Bill asked who owns the table we use for displays outside of the History Room. He was told that the Library probably owned it. When Dorothy came in she asked where the tables were and indicated that the table belongs to the Wyoming History Commission and that it was donated to this organization many years ago by the Gezon family.

Public Events:

Shawn received an e-mail from Kevin Clark with regard to the upcoming presentation on the history of the Fire Department. He requested that it be on April 24th. Shawn has not heard from Sergeant McGuffey on this as yet. We discussed the length of the program and other details. It was agreed that the program would be one hour, which would include time for questions and answers. Bill also brought up the possibility of WKTU recording this. Tom said he would call WKTU regarding this. Joe asked if WKTU had put the GM presentation together as yet and Bill said they delivered a copy to us.

Bill also suggested another event topic. Lori, the head Librarian, stopped in and said she was approached by Mr. Chuck Timmer who has just released a book about his uncle who was killed in World War II. He was from the Timmer family who had operated the meat and grocery business over on Porter Ave. A book signing will be held in November at the Library and Lori was wondering if we might want to be involved in some way. This will be held on November 9th. Bill felt that WHC should be involved in this presentation.

Bill also mentioned that on April 15th, Gordon Olson would be doing a presentation down at the Grand Rapids Library on counter terrorism during the Civil War. Also on the 17th of April, Tom, Kay and Bill will be attending the Kuetsche Round Table in Muskegon.

Metro Cruise

Shawn asked if we planned to sell books at the Metro Cruise. The consensus was that we would. This is held the last weekend in August.

Movie

It was suggested that Bill call and try to set up a time and date to see the 1961 movie on the parade that took place in the South Division business district. This is a 16 millimeter film and she is not sure if the projector is working. Shawn said he would check the school's media center to see if there might be a projector we could use to view this.

General Motors Bricks

Shawn wondered if anyone had received bricks from the old GM building. Ron said there were quite a few bricks on the property. We are looking for the original building bricks. Shawn said he would go over and get a couple of bricks after the meeting.

New Business:

Future of Rogers House

Kay reported that she and Bill went to Barb VanDuren's office and discussed the future of the Rogers house because we were still concerned about its future. Barb assured us that the future of the house would be up to whatever Melanie Rogers wishes to do with it. Kay said that the way things seem to be right now were in a waiting mode to see what Melanie has to say about her future at the house. Ron said that the house could also be considered an historical site by the State of Michigan. Barb has also had communication with Melanie about how to go about getting the house on some kind of registry. Ron suggested that the way they have structured the Beckmaze property could be done with the Rogers property. Kay suggested that we wait until we know what Melanie wants to do with the property. Bill said that Melanie has given us an open invitation to have a tour of the house. Bill said he would see about setting this up.

Kuetsche Round Table

This was discussed earlier in the meeting.

Galewood Bar

The Galewood Bar is closed and everything has been removed. This was built in the 1920s. Discussion as to who originally owned this building and what its future might be. Bill looked this up in our history book and said that this building held the Schmidt's store and later held Groendyke's Grocery Store and then a bar which was also named Schmidt's. It eventually became the Galewood Bar. Kay said this building is due to be torn down and replaced by a Dollar Store. Ron suggested that we find out if there are any contents in there that we might be interested in preserving.

November Book Signing

This was discussed earlier in the meeting.

Donated Items by Charles Lemery Family

This was discussed earlier in the meeting.

Facebook

Bill mentioned that when we put things on our Facebook page, we need to be careful as to what we are putting there and if there are any restrictions on those photos such as things that you might obtain from other entities. Joe suggested that we put up the pictures that we can't identify and have people post their ideas of what it might be. Bill said that Tom has done this with some of the pictures we have received. Discussion as to pictures that we should not put on our site. Shawn asked how many pictures WHC has that have not been identified and Bill said that they are mostly of unidentified people. Shawn suggested we start posting some of these. Bill said he spoke with Barb VanHouten if there were any rules or guidelines in terms of us operating on Facebook that we should be paying attention to. She gave us a printout of the City's formal policies.

Policy Concerning WHC Membership Nomination

Bill brought up the issue of a person who wants to be a member of WHC which we are hesitant to have as a commission member. Bill spoke with Barb Van Houten at the City and she said that they have dealt with this issue. Joanne indicated that we will not have to worry about him being on our commission. He still would be able to attend our meetings if he wanted to. Joanne said that any objection to a potential new commission member would have to be dealt with prior to the City Commission meeting. Joanne suggested that we be proactive in looking for a potential new commission member.

Online Issues:

Tom reported that he has discussed our website with Tim as to what we can and cannot put in front of the public and how we would stamp it so that it has a permanent credit. Shawn mentioned that there are ways to take the watermark off from a picture and there is nothing that the owner of the picture can do about it. Shaw said he does feel like we still need the website. Shawn has talked with various people who could set a website up, but the cost runs about \$2,000. Ron suggested the possibility of joining with one or more of the local historical commissions in sharing a website. Shawn said there might be a problem with other organizations wanting to be under the WHC website. Shawn suggested that we look at Grand Rapids historical organization's website. They had the Community Media Center set it up for them.

Meeting Day:

Discussion as to which day is most convenient to meet.

Motion: Bill made a motion that we permanently change our monthly meeting day to the third Wednesday of each month. Ron seconded the motion. All were in favor. The motion passed.

Joanne said she would advise the City of our change in meeting day. Joanne she will find out if there are any other steps we need to take to officially change our meeting day.

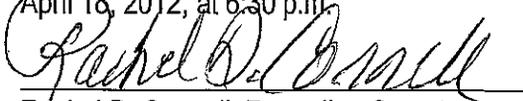
Procedure Manual: Rachel said she found several good examples of historical commissions' procedures and asked if Kay might be willing to look them over.

Adjournment

A motion to adjourn was made. The motion was seconded. All were in favor. The motion was passed. The meeting was adjourned.

Next Regular Meeting:

April 18, 2012, at 6:30 p.m.


Rachel D. Connell, Recording Secretary

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF DETAIL TECHNOLOGIES, LLC
FOR AN INDUSTRIAL FACILITY EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR A NEW FACILITY AND
AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS:

1. The City established Industrial Development District Number 253, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 19774 on August 7, 2000.
2. Detail Technologies, LLC has filed an application for an Industrial Facility Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 253, with an estimated cost of \$2,490,000.00 for personal property and \$280,000.00 for real property to be located at 5900 Cross Roads Commerce Parkway SW.
3. Before acting on these applications, the City Council held a public hearing on June 4, 2012, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before April 3, 2012, the date of acceptance of the application for the Industrial Facility Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificates, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting these certificates, will not exceed 5% of an amount equal to the sum of SEV of the units, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of this Industrial Facility Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Detail Technologies, LLC, for an Industrial Facility Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development Districts 253, to wit:

Address: 5900 Cross Roads Commerce Drive SW, Wyoming, MI 49519

Parcel No.: 41-17-34-477-009

Legal Description:

Lot 2 EX E 70 ft * Cross Roads Commerce Park

be the same as hereby approved.

3. The Industrial Facility Exemption Certificate, when issued, shall remain in force for a period of twelve (12) years.
4. The Mayor and City Clerk are authorized to sign the IFT agreement with Detail Technologies, LLC.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Staff Memo

Resolution No. _____

Staff Report

Date: 05/14/2012
Subject: Detail Technologies, LLC
From: Kelli Vandenberg, Assistant to the City Manager
Meeting Date: June 4, 2012 City Council Meeting

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Detail Technologies, LLC based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Detail Technologies, LLC has proven to be responsible and cooperative in their efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City's Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local manufacturer, encourage continued investment by Detail Technologies and provide additional employment opportunities to the area.

Discussion:

Detail Technologies has been operating and growing in the City of Wyoming for twelve (12) years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below by facility:

Address of project:	5900 Cross Road Commerce Parkway SW Wyoming, MI 49519
Personal Property:	\$2,490,000.00
Real Property:	\$ 280,000.00
Estimated Jobs:	7 new jobs 46 retained jobs
Starting date of project:	May 2012

Detail Technologies, LLC seeks to increase production of the materials it supplies to the aerospace, medical, office furniture and automotive industries and intends to do so by

expanding its Cross Roads Commerce Parkway facility and adding additional milling equipment. This planned expansion will allow the company to increase production in order to support growing demand for its products and will require an additional 7 positions to support its operations.

Budget Impact:

The estimated first year tax savings for Detail Technologies, which is located in the Wyoming Public School District, is \$43,791.07.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A SERVICE AGREEMENT FOR THE LIBRARY COFFEE SHOP WITH BOOKWORM CAFÉ

WHEREAS:

1. Bookworm Café has had a change of ownership, current owner, Jamie Conley, has requested, as detailed in the attached memorandum, to terminate her service agreement.
2. The new owner, Robert Edmonson, has requested, as detailed in the attached memorandum, new service agreement commencing June 18, 2012, for \$150.00 per month, as listed in the contract.
3. It is the recommendation of the City's Parks and Facilities Supervisor that the City Council approve the service agreement with Robert Edmondson, d/b/a, Bookworm Café for a one-year period in the amount of \$150.00 per month.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Wyoming City Council does hereby authorize the Mayor and City Clerk to execute a service agreement for operation of the Library coffee shop with Robert Edmonson, d/b/a, Bookworm Café through June 18, 2013.
2. That the service agreement, with Jamie Conley, d/b/a, hereby be terminated.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Memorandum
Contract/Agreement

Resolution No. _____

MEMORANDUM

To: Curtis Holt, City Manager

From: Jeff Anderson, Parks and Facilities Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services

Re: Library Coffee Shop Contract

Date: May 29, 2012

On May 3, representatives from the Wyoming Branch Library and I met with Robert Edmondson and his support staff regarding their proposal to continue operating the Bookworm Café. The Bookworm Café has been closed since April 11 when the current owner Jamie Conley chose not to renew her one-year contract. Mr. Edmondson has put together a detailed proposal that includes café food in addition to quality coffee and beverages. He is also capable of providing catering services that would be utilized for functions in the Community Room.

Mr. Edmondson has served his country as a soldier and operated the Lady Liberty Café at Fort Custer. While there he served up to 300 soldiers per meal. They most recently ran the Lady Justice Café at the Grand Rapids Courthouse. In light of the fact that the Wyoming Branch Library is the primary library serving people and families with the disability of visual impairment including blindness, Mr. Edmondson will be able to share a special empathetic bond as he himself is legally blind and he will be readily able to create service models which will serve persons of all abilities.

In their proposal the Bookworm Café would be run by Mr. Edmondson and his daughter Amy Edmondson. Robert is Serve Safe Certified and Amy is Food Management Certified. They would also work closely with Michelle Visscher, the councilor at the Commission for the Blind. As alluded to earlier, the Wyoming Library is the sub-regional Library for the Blind and Physically Handicapped.

Mr. Edmondson would like to enter into a one-year contract at the monthly rate of \$150.00.

With City Councils approval, I would recommend the City enter into a new agreement with Mr. Robert Edmondson d/b/a Bookworm Café, with said agreement to take effect on June 18, 2012.

City of Wyoming
Service Agreement

This Agreement is made this _____ day of _____ 2012, by and between the City of Wyoming, a municipal corporation of 1155 28th Street SW, Wyoming, Michigan, 49509 (hereinafter referred to as the City) and Mr. Robert Edmondson d/b/a Bookworm Café of 2036 Alto Ave. SE, Grand Rapids, Michigan 49507 (hereinafter referred to as the Contractor).

In consideration of the mutual promises and covenants contained in this document, the City and Contractor agree as follows:

I. TERM

The term of this Agreement shall be for (one) 1 year commencing on June 18, 2012 unless terminated earlier as otherwise provided in this document. The parties may, extend this agreement on the same terms and conditions on a year to year basis thereafter.

II. SCOPE

- A. Contractor agrees to operate a coffee shop (café) operation at the designated location (hereinafter referred to as the Service Area) within the Wyoming Public Library, located at 3350 Michael Avenue SW, Wyoming, Michigan. The café must be operated in a first-class manner providing moderately priced fresh food items. Cooking and baking must be performed off-site. Re-warming on site will be permitted. Coffee and other coffee specialty beverages, tea, juices and soft drinks must be available. It will be the Contractor's responsibility to obtain all the appropriate licenses for serving food and drink.
- B. The Contractor shall have the right of first refusal for providing coffee and food service for social and business functions (excluding City and Library meetings) in the Library Community Room. In order to exercise that right, contractor must be able to provide the services requested for that function at a price comparable to that proposed by any other vendor.
- C. The café shall be opened only during library hours or for special events outside regular Library hours upon approval of the City.
- D. Except as herein provided, the Contractor shall have exclusive rights to provide coffee shop (café) services for the Library.
- E. Neither party shall use, in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representation of the City, Library and Café without prior written approval from the other party. The Contractor shall be able to note on his advertising that the Café is located in the Wyoming Public Library. Contractor shall not install any signs, decorations or other displays on the Library's premises without the prior written approval of the City. However, nothing in this case shall preclude Contractor from listing the City/Library on its routine client list for matters or reference.

III. SPACE AND FACILITIES

- A. The City will define and identify the space that is available and suitable for carrying out the terms of this contract. The City will permit the Contractor to use said space for its café operation and auxiliary equipment and supplies. Modifications of space needs shall be subject to mutual agreement.

- B. The City shall provide the following for the café space in the Library:
 - 1. Lighting, ceiling and flooring
 - 2. Plumbing to sinks and ice machine
 - 3. Roughed in plumbing to espresso and coffee machines
 - 4. Display case
 - 5. Three compartment sink and hand sink
 - 6. Seating and tables
 - 7. Front counter
 - 8. Ice Machine
 - 9. Gas, electric and water and sewer (the Contractor agrees to exercise care to keep these services at a minimum, and shall comply with established energy conservation practices, regulations and policies and endeavor to conserve the use of energies and control costs).
 - 10. After hours scheduled preventative maintenance/cleaning of the floors in the eating area.

- C. The Contractor shall provide the following for the café space in the Library:
 - 1. Finish plumbing to espresso and coffee machines
 - 2. Refrigerators
 - 3. Freezer
 - 4. Pop Machine and/or Pop Cooler
 - 5. Espresso and coffee machines and grinders
 - 6. Soup warmer
 - 7. Microwaves
 - 8. Toaster ovens
 - 9. All worktables
 - 10. Telephone and lines
 - 11. Janitorial services for the eating and kitchen areas

- D. The Contractor shall not, without prior written consent of the City, rearrange the space provided herein.

- E. The agents, employees, and representatives of Contractor shall have access to said facilities during the Library's business hours. Contractor and its employees or agents shall have the right to use only those facilities of the Library, that are necessary to perform service under this Agreement and shall have no right of access to any other facilities of the Library. The City shall provide the Contractor with keys to allow him access to the café area shortly before and after the Library opens to allow him to operate the café during the same hours as the Library. The Contractor is responsible for control of keys obtained from the City and the security of those areas used by his representatives. The Contractor

shall be responsible for immediately reporting all the facts relating to losses incurred, equipment damage or break-ins to their equipment and their location within the City. The City shall designate the authority who shall receive these reports.

- F. The City shall not guarantee an uninterrupted supply of water, steam, electricity or heat except that it shall be diligent in restoring service following interruption. The City shall not be liable for any loss that may result from the interruptions or failure of any such utility services.
- G. The City shall have the right to inspect all facilities, storage and auxiliary service rooms operated by the Contractor with respect to the quality and quantity of service, the method of service and operating hours. Safety, sanitation and the maintenance of said premises shall be maintained at a level satisfactory to the City or any other appropriate regulatory agency. The City shall have the right to make reasonable regulations with regard to all such matters and the Contractor agrees to comply with such regulations.
- H. Equipment not removed from the Library upon termination of this contract and/or after ten days written notice to the Contractor may be removed and placed in storage by the City. All costs of removal, storage and product and revenue loss shall be the Contractor's. Any equipment not removed within 30 days after written notice shall become the property of the City.

IV. EQUIPMENT – GENERAL

- A. Initial and subsequent equipment installation shall be identified by equipment serial number, manufacturer and location for the permanent files of the City. All changes in the initial listing shall be arrived at by mutual agreement.
- B. Where necessary, utilities shall be brought to the equipment by the City. The City shall be responsible for paying the cost of connections from the equipment to the provided utility source, including all other costs of installation of said equipment.
- C. Contractor shall be solely responsible for maintaining the sanitation and cleanliness of the equipment operating in the service area. The Contractor shall perform all maintenance, repair and cleaning necessary to maintain the equipment in a sanitary state and in good working condition. The City shall be responsible for the repairs and maintenance to the furniture, fixtures and equipment in the Library that are owned by the City, unless caused by the negligence of contractor or its employees, reasonable wear expected.

V. CLEANING AND SANITATION

- A. The Contractor shall provide waste containers and bag liners in the service area to maintain sanitary standards for trash disposal. All waste containers shall be kept in a clean and satisfactory condition at all times and emptied as often as necessary.

- B. The Contractor shall remove all cartons, crates, etc. from the service area and storage areas to dumpsters provided by the City.

VI. PRICES, MINIMUM PORTIONS AND PRODUCT SPECIFICATIONS

- A. Contractor agrees that the commodities and products sold shall be fresh and of the best quality. The prices at which Contractor shall offer such items for sale shall be fair and competitive with the prices at which similar items are sold in the vicinity of the Library.
- B. At the start of the contract, the Contractor shall provide a detailed listing of portions and prices for all menu items. The café shall be operated during the entire year. Reduced selections, if necessary, will be arrived at by mutual agreement.

VII. FINANCIAL

- A. The Contractor shall pay the City, in advance, on a monthly basis, commencing on June 18, 2012, a monthly rental fee of \$150.00.
- B. The City reserves the right to negotiate with the Contractor an increased monthly rental if this contract is extended.

VIII. MANAGEMENT AND PERSONNEL

- A. The Contractor shall maintain an adequate staff at all times for the efficient operation of the café. All Contractor's employees furnishing service to the City shall be deemed employees solely of the Contractor and shall not be deemed for any purpose whatsoever employees or agents of the City or the Kent District Library.
- B. Contractor agrees that, at all times, the employees of Contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, worker-like and dignified manner.
- C. Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the City's premises shall obey all rules and regulations that are established by the City, shall comply with the reasonable directions of the City's officers.
- D. Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the City's premises shall obey the traffic and parking rules and regulations that are established by the City.
- E. Contractor shall be responsible for the acts of its employees and agents while on the City's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to the persons or property located on the City's premises. Contractor shall be responsible for all damage to persons or property caused by the Contractor or any of its agents or employees. Contractor shall promptly repair, to the specifications of the City, any damage that it, its

employees or agents may cause to the City's premises or equipment. If the Contractor fails to do so, the City may repair such damage and the Contractor shall reimburse the City promptly for the cost of repair.

- F. Contractor shall advise the City of the telephone numbers and addresses of management personnel and shall arrange for at least one such person to be available at all times by telephone.
- G. The contractor shall comply with all laws and regulations governing employees and shall submit satisfactory evidence of the compliance with all health regulations of the City and County. It is understood that the premises shall be subject to inspections by the City, the Kent County Health Department and the Michigan Department of Public Health.
- H. Neither party shall discriminate because of race, color, religion, sex, age, ancestry, national origin, disability, sexual orientation or status as a veteran, as defined by applicable governmental law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities. This fundamental rule of conduct will be clearly communicated to all employees, prospective employees and the community at large

IX. INSURANCE

- A. The operator will be required to maintain, throughout the term of the lease, insurance in the following amounts and coverages:
 - 1. Worker's Compensation, pursuant to Michigan statutory limits, with Employer's Liability limits not less than \$1,000,000 each accident.
 - 2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and
 - 3. Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, Combined Single Limit for Bodily Injury and Property Damage, including Owned and non-owned and hired auto coverage, as applicable. The operator will be required to meet the City's additional insurance and indemnity requirements.
- 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. These policies shall contain a provision requiring thirty (30) days written notice to the City before cancellation, reduction or other modifications of coverage. These policies shall be primary and non-contributing with any insurance and non-contributing with any insurance carried by the City and shall contain a severability of interests clause in respect to gross liability, protecting each name insured as though a separate policy had been issued to each.

- D. In the event that the Contractor fails to maintain and keep in force the insurance and worker's compensation as herein provided, the City shall have the right to cancel and terminate the established contract forthwith and without notice. The Contractor shall advise each insuring agency to renew automatically all policies and coverage in force at the start of and resulting from this contract until notified coverage requirements are revised.
- E. The Contractor shall bear the full responsibility for all risk or loss from equipment damage and money or product loss resulting from vandalism or theft. The Contractor shall not penalize the City for any losses incurred, unless caused by negligence by the City, Kent District Library or their respective employees.
- F. Insurance certificates indicating the required minimum coverage shall be furnished annually to the City.

X. INDEMNIFICATION

- A. The Contractor agrees to indemnify the City, the Kent District Library and their officers, agents and employees and hold them harmless from and against liability, losses, damages, claims, liens, and expense (including reasonable attorney fees) arising out of, or connected with the service, provided, or resulting from damages or injuries incurred as a result of any activities or services provided under this agreement, excepting only such liability that as may result solely from the acts of negligence of the City or its employees, and in any case the City shall, at the request of the City undertake to defend any and all suits and to investigate any and all claims, whether justified or not, if such claim or suit be against the City.
- B. Contractor shall at all times keep the City free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, or labor performed, or materials or equipment furnished) by Contractor pursuant to the terms of this Agreement. If any such lien is filed against the City's premises, and Contractor fails to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) day after being notified of the filing of such lien, the City may, but shall not be obligated to, discharge the same and all costs and expenses (including attorney's fees) incurred by the City in discharging the lien shall be either deducted from payments due Contractor or paid by Contractor directly to the City.

XI. NONDISCRIMINATION

The Contractor agrees that it will comply with all anti-discrimination laws, administrative rules and regulations of both federal and state government relating to employment or service practices. In particular the Contractor agrees to comply with all applicable provisions of Equal Employment Opportunity Executive Order 11246 as amended by Executive Order 11375.

XII. PERFORMANCE

- A. If, because of riots, war, public emergency or calamity, fire, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the City/Library shall be interrupted or stopped, performance of this contract with the exception of monies already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence and the expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.
- B. Contractor shall notify the City promptly of any material delay in performance of specified services and shall specify in writing to the City the proposed revised performance date as soon as practical after notice of delay. Contractor shall not be liable for delays in performance due to cause beyond its reasonable control, but it will be liable for delays due to its fault or negligence.
- C. Contractor shall be required to meet on a monthly basis with representatives from both the City and Library.
- D. Contractor's performance shall be periodically evaluated by the City. It will be the responsibility of the Contractor to respond, in writing if so requested, to inquiries, requests for change and recommendations.
- E. Contractor shall perform the services contemplated in this Agreement without interfering in any way with the activities of the City's Staff, Kent District Library Staff or visitors.

XIII. COMPLIANCE WITH LAW

- A. The Contractor shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county and city governments, bureaus and departments concerning the sanitation, safety and health of the food service operations.
- B. The Contractor will be responsible for all federal, state and local licenses and permits in connection with the service provided on the City's premises, except for property owned by the City.
- C. The Contractor will be responsible for paying, any possessory interest taxes due in connection with the lease.

XIV. TERM, RENEWAL AND TERMINATION OF CONTRACT

- A. This contract, in part or in whole, shall not be subcontracted or assigned to another Contractor without prior written permission of the City of Wyoming and the appropriate purchasing authority.
- B. In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be

remedied within thirty (30) days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

- C. For any reason other than as provided herein, the contract may only be terminated upon mutual agreement of the parties, in writing. If the agreement is terminated for any reason, there shall be no return of funds or partial payment of rent. All rent must be paid in full, even after termination proceedings begin.
- D. If at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointment shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of any nature that it may have at law or in equity, to terminate this Agreement by giving ten (10) days notice in writing.

XV. GENERAL CONDITIONS

- A. The terms, conditions, representations, and warranties contained in the Agreement shall survive the termination or expiration of this Agreement.
- B. It shall be the Contractor's responsibility to restore the café to its previous condition upon termination of the lease.
- C. Any notice required under this Agreement shall be in writing and may either be given personally or sent by certified mail, addressed as follows: If to Contractor, at the address set forth in the heading of this Agreement; if to the City, to the attention of the City's authorized representative at the address set forth in the heading of this Agreement. The mailing address may be changed by either party from time to time by giving notice as set forth above.
- D. This Agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with the law of the State of Michigan.
- E. A waiver by either party of any of the terms or conditions, provisions, or covenants of the Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation or agreement of either party.
- F. If any provision, of this Agreement, as applied to either party or to any circumstance, shall be judged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.
- G. This Agreement may be modified or amended only by a writing signed by an Officer of Contractor and an authorized representative of the City.

H. This Agreement constitutes the entire agreement between the parties and supersedes all prior other agreements or understanding, written or oral, prior to the signing of this document.

CONTRACTOR:

By _____

Its _____

CITY OF WYOMING

By _____, its Mayor

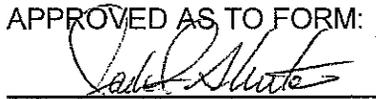
Jack A. Poll

By _____, Its Clerk

Heidi A. Isakson

WITNESSES:

APPROVED AS TO FORM:



Jack R. Sluiter, City Attorney



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: 227436
 Request ID: 628605
 (For MLCC use only)

Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

RESOLUTION NO. _____

- Provide a copy of your Application for New Licenses, Permits, or Transfer of Ownership or Interest in License (form LCC-3011 for Retail or form LCC-3015 for Manufacturers and Wholesalers) to the local unit of government.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, a letter of certification from the clerk, or minutes from the meeting at which this request was considered.

At a REGULAR meeting of the Wyoming City council/board
(regular or special) (township, city, village)
 called to order by Mayor Poll on June 4, 2012 at 7:00 p.m.
(date) (time)
 the following resolution was offered:

Moved by _____ and supported by _____
 that the application from Time Out GR LLC
(name of applicant)

for the following license(s): Class C and SDM
(e.g. Class C, Tavern, B-Hotel, Micro Brewer)

and the following permits, if applied for: Dance Permit Entertainment Permit Topless Activity Permit
 Extended Hours Dance Permit Hours Required: _____
 Extended Hours Entertainment Permit Hours Required: _____

to be located at 1820 44th Street SW Wyoming, Kent County, Michigan

be considered for approval
(approval or disapproval)

Approval

Disapproval

Yeas: _____
 Nays: _____
 Absent: _____

Yeas: _____
 Nays: _____
 Absent: _____

It is the consensus of this body that it recommends this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Wyoming City
 council/board at a regular meeting held on June 4, 2012
(regular or special) (date) (township, city, village)

Name and title of authorized officer (please print): Heidi A. Isakson, City Clerk

Signature and date of authorized clerk: _____

Phone number and e-mail of authorized officer: 616-530-7296 isaksonh@wyomingmi.gov

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

FROM: Heidi A. Isakson, City Clerk

DATE: May 31, 2012

RE: Transfer of Class C Liquor License at 1820 44th Street SW
From Schelde Enterprises, Inc. to Time Out GR LLC

We have received an application to transfer the Class C and SDM liquor licenses from Schelde Enterprises, Inc. to Time Out GR LLC, for the restaurant formerly known as Rio Grand.

The Police Department, Treasurer and Chief Building Official have all recommended approval.

The form of resolution required by the Liquor Control Commission is presented for Council consideration.

CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

APPLICANT: <i>Time Out GR LLC</i>	<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION / LLC
BUSINESS ADDRESS: <i>1820 44th St. SW</i> <i>Wyoming MI 49509</i>	TELEPHONE: <i>248-797-4321</i> FAX: _____
LICENSE REQUESTED: <input type="checkbox"/> TAVERN <input checked="" type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL	LOCATION OF THE PROPOSED BUSINESS: <i>1820 44th St. S.W.</i>
WILL THE PROPOSED BUSINESS OCCUPY A(N): <input checked="" type="checkbox"/> EXISTING BUILDING <input type="checkbox"/> NEW BUILDING	DO YOU: <input type="checkbox"/> OWN BUILDING <input checked="" type="checkbox"/> LEASE BUILDING
ARE FURNITURE & FIXTURES: <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> LEASED	BUILDING OWNER: <i>Schelde-Chateau Partners LLC</i>
FURNITURE & FIXTURE OWNER: <i>Schelde Enterprises Inc. under lease from Schelde-Chateau Partners LLC</i>	
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: <i>John P. Norkus</i>	
NAME OF BANK FOR BUSINESS ACCOUNT: <i>Bank of America</i>	
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: NAME: <i>Wyoming Restaurant Services LLC</i> ADDRESS: <i>1820 44th St. S.W. Wyoming MI 49509</i>	
NAME OF PERSON COMPLETING APPLICATION: <i>John P. Norkus</i>	TITLE OF PERSON COMPLETING APPLICATION: <i>Manager/Owner</i>
SIGNATURE: <i>[Signature]</i>	DATE: <i>5-25-12</i>

ATTACH:

1. A SCALED DRAWING WHICH SHOWS THE TOTAL SQUARE FOOTAGE, DINING SQUARE FOOTAGE, KITCHEN SQUARE FOOTAGE, TOTAL TABLE SEATING, AND TOTAL COUNTER SEATING.
2. A PERSONAL INFORMATION SHEET FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER.
3. APPLICATION FEE OF \$300 PAYABLE TO THE CITY OF WYOMING.

COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

NAME: John P. Norlus	TITLE Manager / Owner
RESIDENT ADDRESS: 27 Library St NE Grand Rapids MI 49503	PHONE: 4321
SOCIAL SECURITY NUMBER: 378-88-8110	DATE OF BIRTH: 66
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>46</u> YEARS <input type="checkbox"/> NO 3 years with turn-around consulting - DNA	
Describe similar business ventures or related experience: 5 years direct restaurant experience 20 years commercial banking with lending to restaurant direct experience 3 years Board Member - Hamilton Farm Bureau - agri-business experience 3 years with turn-around consulting - DNA serving as CEO/Recruiter.	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you ever been convicted of any criminal act? <input type="checkbox"/> Yes - describe state, county and date of conviction <input checked="" type="checkbox"/> No	

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: *X [Signature]*

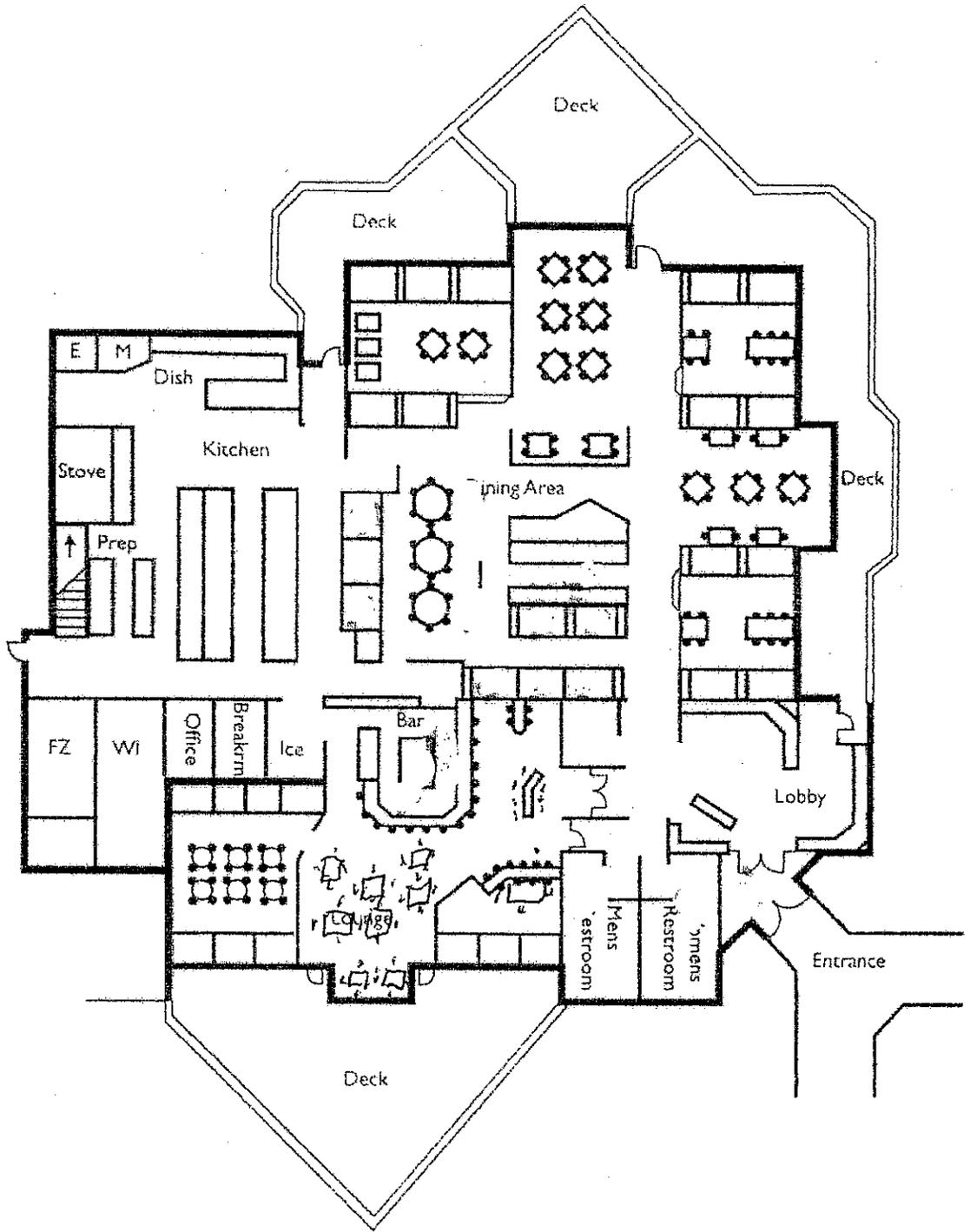
ERIC JONES
 NOTARY PUBLIC - MICHIGAN
 KENT COUNTY
 MY COMMISSION EXPIRES APRIL 30, 2018
 ACTING IN KENT COUNTY

State of Michigan
Kent County

Subscribed and sworn to before me on this 25th day of May, 2012.

X [Signature]
 Signature of Notary
Eric Jones
 Printed Name

My commission expires: 04/30/2018



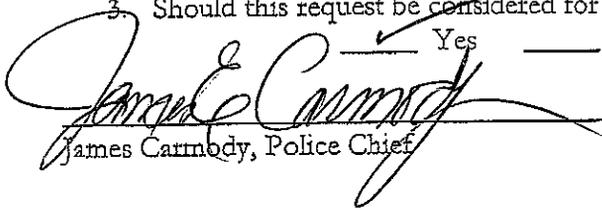
LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): Time Out GR LLC	PROPOSED LICENSE LOCATION: 1920 44 th St S.W. MI 49509 WYOMING
LICENSE TYPE: Class C	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No


James Carmody, Police Chief

Date: 5/31/12

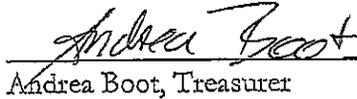
CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

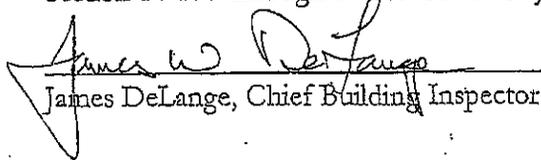
N/A


Andrea Boot, Treasurer

Date: 5/30/12

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS IS NOT in compliance with Section 14-177 through 14-179 of the City Code.


James DeLange, Chief Building Inspector

Date: 5/29/12

RESOLUTION NO. _____

RESOLUTION TO APPROVE FINAL PAYMENT FOR THE
KIMBLE PARK PARKING LOT IMPROVEMENTS

WHEREAS:

1. On April 16, 2012, City Council awarded the Dog Park Parking Lot located within Marquette Park near Kimble Field to A-1 Asphalt in the amount of \$8,164.60.
2. The project is now complete. Additional topsoil and seed quantities and additional pavement striping quantities were added to the project adding 2,699.33 to the overall project.
3. The additional \$2,699.33 cost can be financed out of the Parks and Recreation Fund account 208-752-75600-975.183.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the final payment of \$2,689.55 to A-1 Asphalt for the Kimble Dog Park Parking Lot project.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Final Pay Estimate

Resolution No. _____

CITY OF WYOMING

1155 28TH STREET S. W.
WYOMING, MI 49509

AUTHORIZATION FOR PAYMENT FOR WORK COMPLETED ON THE FOLLOWING CONTRACT

Kimble Dog Parking Lot

	149.12	Estimate # 2 FINAL		
IDR START	1			
IDR END	3			
ACCOUNT NO.	REQUISITION	THIS ESTIMATE	TOTAL	
208-752-75600-975.183	\$8,164.60	\$2,689.55	\$10,836.93	
PO# 2012-00000846				
	<hr/>	<hr/>	<hr/>	
	\$8,164.60	\$2,689.55	\$10,836.93	

CONTRACTOR: A-1 asphalt
4634 Division
Wayland, MI 49348

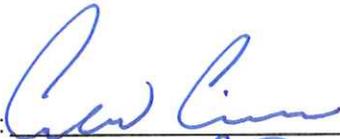
PO#	PO# 2012-00000846	CONTRACT PRICE:	\$8,164.60
Change Order No 1			\$2,699.33
			\$10,863.93

DATE OF LAST ESTIMATE: 5/15/2012

DATE OF THIS ESTIMATE: 9/13/2011

TOTAL AMOUNT EARNED AS SHOWN ON ESTIMATE 2	\$10,836.93
LESS PREVIOUS ESTIMATES	\$8,147.38
AMOUNT DUE CONTRACTOR	\$2,689.55

PREPARED BY:



5.17.12

REVIEWED BY:



5.23.12

AUTHORIZED BY: _____



Construction Pay Estimate Report

Michigan Department of Transportation

5/16/2012 9:01 AM
FieldManager 4.7a

Contract: _149.12, Kimble Dog Park

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
05/16/2012	2	Carlos M Caceres	FINAL	No	5/18/2012	5/11/2012
Prime Contractor A-1 Asphalt, Inc.				Managing Office City of Wyoming		
Comments						

Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.	Item Type	Mod. No.	Quantity	Dollar Amount
ADJUST CASTINGS	_6295	0015	149.12	0	0015	00	000	1.000	\$400.00
CLASS A SEED HYDRO-MULCH	_7015	0040	149.12	0	0040	00	000	220.000	\$1,100.00
PAVEMENT MARKING REGULAR 4" YELLOW	_6485	0030	149.12	0	0025	00	000	99.500	\$89.55
TOP SOIL 4" SCREENED	_7005	0035	149.12	0	0035	00	000	220.000	\$1,100.00
Total Estimated Item Payment:									\$2,689.55

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
149.12, Kimble Park Dog Parking Lot	0002	\$2,689.55	\$0.00	\$2,689.55
Voucher Total:				\$2,689.55

Summary

Current Voucher Total:	\$2,689.55	Earnings to date:	\$10,836.93
-Current Retainage:	\$0.00	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$2,689.55	Net Earnings to date:	\$10,836.93
		- Payments to date:	\$8,147.38
		Net Earnings this period:	\$2,689.55



Construction Pay Estimate Report

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document. I also certify the prime contractor is meeting all requirements for minority percentages and the payrolls are current.

Carlos Caceres (Project Engineer) and/or

5.17.12

(Date)

Carlos Caceres (Delivery/Resident Engineer)

5.17.12

(Date)



Construction Pay Estimate Amount Balance Report

Estimate: 2

5/16/2012 9:01 AM
FieldManager 4.7a

Michigan Department of Transportation

Contract: _149.12, Kimble Dog Park

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
ADJUST CASTINGS	_6295	0015	149.12	0	4.000	1.000	4.000	4.000	100%	400.00000	\$1,600.00
BITUMINOUS MIXTURE - 36A	_6324	0020	149.12	0	59.800		59.800	59.800	100%	86.11000	\$5,149.38
CLASS A SEED HYDRO-MULCH	_7015	0040	149.12	0	290.000	220.000	290.000	290.000	100%	5.00000	\$1,450.00
MOBILIZATION	_1000	0005	149.12	0	1.000		1.000	1.000	100%	390.00000	\$390.00
PAVEMENT MARKING REGULAR 4" BLUE	_6486	0025	149.12	0	100.000		100.000	100.000	100%	1.00000	\$100.00
PAVEMENT MARKING REGULAR 4" YELLOW	_6485	0030	149.12	0	219.500	99.500	219.500	219.500	100%	0.90000	\$197.55
SITE GRADING	_6100	0010	149.12	0	1.000		1.000	1.000	100%	500.00000	\$500.00
TOP SOIL 4" SCREENED	_7005	0035	149.12	0	290.000	220.000	290.000	290.000	100%	5.00000	\$1,450.00
Percentage of Contract Completed(curr): 100%											
(total paid to date / total of all authorized work)											
Total Amount Paid This Estimate:										\$2,689.55	
Total Amount Paid To Date:										\$10,836.93	

Contract: _149.12

Estimate: 2

Page 1 of 1

Wyoming Dog Park Parking Lot Re-Construction May 2012



RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT
FOR PLUMBING INSPECTION SERVICES

WHEREAS:

1. As detailed in the attached Staff Report from the Director of Community Services, the City accepted proposals to provide plumbing inspection services from experienced and licensed firms and individuals.
2. It is recommended City Council authorize the Mayor and City Clerk to execute a Contract for the plumbing inspection services with West Shore Inspections, LLC through December 31, 2012 with the option to extend the term of the Contract for an additional three years renewable on an annual basis.
3. Funds for the plumbing inspection services are available in Building Inspections Contract Labor #249-371-37100-810000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute a Contract for plumbing inspection services with West Shore Inspections, LLC through December 31, 2012.
2. The Wyoming City Council does hereby authorize the City Manager to acknowledge acceptance of the renewal and future renewals in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

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

ATTACHMENTS:

Staff Report
Agreement
Proposal

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

AGREEMENT

This Agreement made this _____ day of _____, 2012, by and between the City of Wyoming, a Michigan Municipal Corporation of 1155 – 28th Street, S.W., Wyoming, Michigan, 49509, hereinafter referred to as the “City” and West Shore Inspections, LLC, 2644 15th Street, Hopkins, Michigan, 49328, hereinafter referred to as “West Shore Inspections”, the terms of which are as follows:

1. ACCEPTANCE

The City hereby accepts the proposal of West Shore Inspections to perform plumbing inspections services, in accordance with the requirements of the City of Wyoming Request for Proposal for Plumbing Inspection Services, for the bid opening dated March 27, 2012, including:

- * Notice to Bidders and General Conditions
- * Bid Proposal Form,
- * Equal Employment Opportunity Statement,
- * Contractor Insurance Requirements,
- * Indemnification Agreement,
- * Subcontract Provision Form for Plumbing Inspection Services,

and in accordance with the West Shore Inspections Proposal dated March 27, 2012 with the following change:

The City of Wyoming accepts and agrees to allow West Shore Inspections to use sub-contractors in the performance of this contract. It is understood that the subcontractors provided by West Shore Inspections under this agreement are independent contractors of West Shore Inspections. Nothing contained in this Agreement shall be construed to be inconsistent with this status. At no time shall any employee of West Shore Inspections nor its sub-contractors be considered an employee of the City.

All of the above documents are hereby incorporated by reference and become a part of this Agreement. The provision of City specifications shall be the controlling document unless otherwise noted.

2. CONFIDENTIALITY

- a. Contractor acknowledges that he/she may have access to the City’s and client’s confidential and proprietary information. Contractor agrees to not disclose to any other person, agency, or entity (unless required by law) or use for personal gain any confidential information at any time during or after the

Agreement Term, unless the City grants express, written consent of such a disclosure. Contractor shall be bound by all laws regarding confidentiality provisions including any privacy requirements under HIPPA. In addition, Contractor will use his best efforts to prevent any such disclosure.

- b. Confidential information will not include information that is in the public domain, unless such information falls into public domain through Contractor's unauthorized actions.
- c. All information which Contractor has a reasonable basis to believe to be confidential information or which the Contractor has a reasonable basis to believe the City treat as confidential information, shall be deemed to be confidential information.

3. COVENANT RETURN OF CITY PROPERTY

- a. Contractor acknowledges the City's sole and exclusive property includes all documents, such as manuals, notebooks, reports, records, computer programs, employee lists, client lists, and the like in their custody or possession, whether delivered to Contractor by the City or made by the Contractor in the performance of the Services, relating to the business activities of the City, its clients, or suppliers and containing any information or data whatsoever, whether or not confidential information.
- b. Contractor agrees to deliver promptly all of the City's property and all copies of the City's property in Contractor's possession to the City at any time upon the City's request.

4. OTHER RULES AND POLICIES.

Contractor and their sub-contractors agree to abide by all applicable rules, policies and procedures of the City, including any and all screenings as requested.

5. PAYMENTS

The City shall make payment to West Shore Inspections in accordance with the aforementioned documents.

6. COMMENCEMENT

Services shall commence upon execution of this Agreement and shall be completed in accordance with the aforementioned documents.

7. BINDING EFFECT

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties. This Agreement may not be assigned by Contractor without the written consent of the City.

8. CUMULATIVE RIGHTS

The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

9. WAIVER

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. SEVERABILITY

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the City and Contractor.

12. NOTICE

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The City:
City Clerk
City of Wyoming
1155-28th Street S.W.
P.O. Box 905
Wyoming, Michigan 49506-0905

Contractor:
West Shore Inspections, LLC
2644 15th Street
Hopkins, MI 49328

Either party may change such addresses from time to time by providing notice as set forth above.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

WITNESSES:

CITY OF WYOMING

By: _____
Jack A. Poll, Its Mayor

By: _____
Heidi A. Isakson, Its City Clerk

WITNESS:

WEST SHORE INSPECTIONS, LLC

By: _____

STAFF REPORT

Date: May 29, 2012

Subject: Contracted Plumbing Inspections Services

From: Rebecca Rynbrandt, Director of Community Services

Cc: Robert Modreske, West Shore Inspections, LLC

Meeting Date: June 4, 2012

RECOMMENDATION:

It is recommended that the City Council approve a contract for Plumbing Inspection Services with West Shore Inspections, LLC.

SUSTAINABILITY CRITERIA:

Environmental Quality – Our Building Inspections Department is responsible for educating the public on and enforcing law (i.e. building and zoning codes) within the City of Wyoming. This policing function is performed by licensed inspectors in particular trade areas, including Plumbing. The provision of inspection services assures the general public and property owners that construction has occurred based upon specifications and codes affirming a level of quality, ensuring public safety and the protection of property values.

Social Equity – Plan reviews, permit approvals, and inspections are uniformly performed based upon law (i.e. building and zoning codes).

Economic Strength – The Building Inspections Department works with area property owners and developers to provide for the construction of residential, commercial, and industrial facilities ensuring public safety and property value. Our ability to timely respond to developer and construction contractor needs for plan reviews, permit approvals, and inspections ensures the economic vitality of a given project by maintaining construction schedules and expediting occupancy.

DISCUSSION:

Our ability to provide quality, responsive inspection services to the construction community within current staffing levels is no longer possible. The demand for Plumbing permits has risen 26% between 2011 and 2012, with Plumbing Inspections increasing 24%.

Our part-time Plumbing Inspector resigned in January to seek full-time employment. The position has been vacant for over five (5) months as we have evaluated staffing needs. In the

interim we have utilized the Wyoming-Kentwood collaborative agreement which provides for a mutual aid model allowing for inspection services to be maintained to the greatest extent possible during periods of scheduled staff time off or in extenuating circumstances.

In light of the growth in demand for Plumbing Inspection services, we calculate a staffing need for a $\frac{3}{4}$ time FTE position rather than a 1.0 FTE position. Staffing of a part-time position at this time is inappropriate based upon demand; staffing a $\frac{3}{4}$ time position is cost prohibitive as a result of benefit payments and may not be sustainable depending upon the evolving construction market. As a result, we believe this is the perfect opportunity to explore contracting for Plumbing Inspection services.

Our Request for Proposal process resulted in two submittals, one of which was found qualified: West Shore Inspections, LLC. The attached agreement would be effective through December 31, 2012 with the option to extend the term of the Contract for an additional three years renewable on an annual basis. An evaluation of contracting success (contractor responsiveness, quality assessment, etc) would be on going and formally affirmed in October 2012 to determine the merits of continuing such.

BUDGET IMPACT:

Sufficient funds are available in the Building Inspections Fund Contracted Labor activity account #249-371-37100-810.000.

Proposal for Plumbing Inspection Services

March 27, 2012

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Cover Letter

March 27, 2012

Ms. Heidi Isakson
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509-0905

Dear Ms. Isakson:

Listed below you will find the respondent's information for the Plumbing Inspection Services you have out for bids at this time. Bob has been performing inspection services for a decade and is pleased to submit the following bid proposal. The respondent's information is as follows:

Robert Modreske
West Shore Inspections, LLC
2644 15th Street
Hopkins, MI 49328

Inspector since 2003

West Shore Inspections was established in 2007

Robert (Bob) Modreske is the president of the company and also the authorized inspector who will be represented on behalf of the entity. Please find his enclosed signature below for the proposal.



Thank you for considering Bob for the Plumbing Services bid and if you need any more information please don't hesitate to call Bob at 616-477-4940.

Respectfully,



Bob Modreske
President

Summary of the Firm

Bob Modreske started out in 1988 as an installer and technician at a small business where he learned to install, repair, and replace plumbing and heating units in residential and small commercial companies.

From there he moved forward to a Mechanical Inspector for the City of Kalamazoo where he learned to inspect little jobs to big commercial job. During this time in Kalamazoo Bob also taught evening classes on current codes for pre-journey state test applicants and apprenticeship courses for apprentice plumbers.

After a few various learning opportunities Bob decided to work as a sub-contractor and then moved into the contractor position for what has been five years with his own company providing plumbing, mechanical, plan review, fire protection, and medical gas inspections for various jurisdictions.

West Shore Inspections, LLC is Bob Modreske and has been in business since 2007. Bob is the only contractor at this time.

Bob is a State Licensed Mechanical Contractor, State Registered Code Official, Plan Review, and Mechanical Inspector, State Certified in Cross-connection Backflow Prevention, State Licensed Building Contractor, Master Plumbing License, State Registered Code Official, Plumbing, and Mechanical Inspector, and Plan Reviewer.

West Shore Inspections, LLC will provide the proposed equipment to be utilized: Vehicle, Clipboard, miscellaneous office supplies, and inspection sheets.

Over the years Bob has learned many experiences related to the industry and he will be a great asset to the City of Wyoming.

Employee Qualifications

Robert Modreske will be assigned to the City and he will participate in the inspection process. Enclosed you find a copy of Bob's resume with descriptions, dates, and a brief list of responsibilities that were fulfilled.

After the resume you will find a copy of all the licenses that Bob has registered with the State of Michigan. The licenses will be as follows:

- Registered Code Official and Inspector
 - Mechanical Inspector
 - Plumbing Inspector
 - Plan Reviewer
- Master Plumber License
- Mechanical Contractor License
- National Inspection Testing and Certification Corporation
 - ASSE 6020 Inspector for Medical Gas
- Residential Builders and Maintenance and Alteration Contractor's Board
Residential Builder License
- Cross-Connection Control

RESUME

ROBERT F. MODRESKE

2644 15th Street
Hopkins, MI 49328
Cell 616 477-4940 • Fax 269 793-7140
Bob@wsillc.net

WORK HISTORY

PLUMBING AND MECHANICAL INSPECTOR (January 2007 to present).

I am serving as Plumbing, Mechanical, Fire Protection, and Medical Gas Inspector for thirteen jurisdictions as a contractor, along with 5 jurisdictions as a subcontractor to Michigan Township Services of Muskegon. Jurisdictions are along the West Michigan Lakeshore as a Mechanical or Mechanical/Plumbing, or a Plumbing Inspector.

PLUMBING – MECHANICAL INSPECTOR (July 2006 - December 31, 2006).

Serving as a sub-contractor to Grayle Woodruff for these municipalities: Grand Haven Township, Norton Shores, Spring Lake Village, Ferrysburg, Coopersville, and Michigan Township Services

PLUMBING – MECHANICAL INSPECTOR *Professional Code Inspections* (2003 – 2006). PCI, 1575 142nd Avenue, Dorr. Served as Plumbing – Mechanical Inspector.

MASTER PLUMBER (1998 – 2003). *Posey Plumbing*, 205 Stockbridge, Kalamazoo. Specialized as a service technician and trouble-shooter as well as performed many new installations.

ASSISTANT FACILITIES MANAGEMENT DIRECTOR (1997 – 1998). *Allegan Building and Maintenance Department*, 113 Chestnut Street, Allegan. Served as personnel manager, project lead for new and repair projects, and assisted in requesting, analyzing, and awarding bids for various services and supplies.

PLUMBING CODE & APPRENTICESHIP INSTRUCTOR (Part time 1996 – 2000). *K.V.C.C., Kalamazoo*. Taught evening classes on current codes for pre-journey state test applicants and apprenticeship courses for apprentice plumbers.

MECHANICAL INSPECTOR (1996 – 1997). *City of Kalamazoo*, 241 West South Street, Kalamazoo. Performed inspections and plan-and-review for the Building Department on mechanical systems in commercial, industrial, residential, and hospital facilities.

INSTALLER – TECHNICIAN (1988 – 1996). *DeWeerd Plumbing, Heating, and Air Conditioning*, 417 South Main Street, Wayland. Installed, repaired, and replaced plumbing, heating, and air conditioning in residential and small commercial companies and acted as crew supervisor of job sites.

RESUME CONTINUED

EDUCATION

BACHELOR OF SCIENCE in Marketing with minors in Management and Mathematics (1985 – 1989).
Davenport College, Grand Rapids, MI

LICENSES & CERTIFICATIONS

- Refrigeration Certification – Universal License (1995).
- State Licensed Mechanical Contractor (1997).
- State Registered Code Official, Plan Reviewer, and Mechanical Inspector (1997).
- State Certified in Cross-connection Backflow Prevention (1997).
- State Licensed Building Contractor (2000).
- Master Plumbing License (2000).
- State Registered Code Official, Plumbing, and Mechanical Inspector, and Plan Reviewer (2003 to current).

AFFILIATIONS

MARTIN REFORMED CHURCH

I have served as a Deacon, General Fund Treasurer, Executive Board Member, and Chairmen of the Deacons on two separate three year terms.

WAYLAND LIVESTOCK 4-H ADMINISTRATIVE LEADER (1991 – 1996).

Supervised and taught youth, completed necessary paperwork, planned events, and organized meetings.

JENNIFER GRANHOLM
GOVERNOR

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC
BUREAU OF CONSTRUCTION CODES

REGISTERED CODE OFFICIAL AND INSPECTOR

CATEGORY MECHANICAL INSPECTOR
PLUMBING INSPECTOR
PLAN REVIEWER

ROBERT F MODRESKE
2644 15TH ST
HOPKINS MI 49328

REGISTRATION NO.
BCC-149 (Rev. 9/06) 005098

EXPIRATION DATE
09/16/12

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN

JENNIFER M. GRANHOLM
GOVERNOR

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF CONSTRUCTION CODES

**MASTER PLUMBER LICENSE
ISSUED BY
THE STATE PLUMBING BOARD**

COMPANY NAME -

MODRESKE, ROBERT F
2644 15TH ST
HOPKINS MI 49328

BCC-869 (2/09) LICENSE NO. EXPIRATION DATE
8110955 04/30/2013

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN

JENNIFER M. GRANHOLM
GOVERNOR

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF CONSTRUCTION CODES

**MECHANICAL CONTRACTOR LICENSE
ISSUED BY
THE BOARD OF MECHANICAL RULES**

CONTRACTOR OF RECORD
MODRESKE, ROBERT F

CLASSIFICATIONS

- 1 HYD HTG/COOLING/PROC PIP
- 2 HVAC EQUIPMENT
- 3 DUCTWORK
- 6 UNLIMITED HEATING SRV
- 8 UNLIMITED REF/AC SRV
- C SPECIALTY LP TANK/PIPE

ROBERT F MODRESKE
2644 - 15TH STREET
HOPKINS MI 49328

BCC-868 (2/09) LICENSE NO. EXPIRATION DATE
7112250 08/31/2013

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN



Cert # 12012361
Robert Modreske

ASSE 6020 Inspector

Expires
10/13/2013

This card is the property of the National Inspection Testing and Certification Corporation (NITC) and is issued only to the person whose name appears on this card.

The certified person which this card is issued has met all the standards established by NITC.

NITC is not responsible for the misuse of this card, or the fraud or misrepresentation of persons who may misuse it. Any questions regarding this card or the cardholder should be directed to the NITC office at (877) 457-NITC (6482) or visit our web site at www.nationalitc.com

M210506 317 R-001

CUT OUT FOR WALLET CARD

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
**RESIDENTIAL BUILDERS' AND
M & A CONTRACTORS' BOARD
RESIDENTIAL BUILDER
LICENSE**

**ROBERT F MODRESKE
2644 15TH STREET
HOPKINS MI 49328**

PERMANENT I.D. NO. EXPIRATION DATE AUDIT NO.
2101149005 05/31/2014 2421023

Inquiries Regarding this License

Please provide your license number on all correspondence, and when contacting the Department.

www.michigan.gov/commerciallicensing

Bureau of Commercial Services
Department of Licensing and Regulatory Affairs
P.O. Box 30018
Lansing, MI 48909

**BOARD OF RES BUILDERS AND
M&A CONTRACTORS
1-517-241-9288**

Complaint Information

The issuance of this license or permit should not be construed as a waiver or dismissal of any complaints or violations pending against the licensee, its agents, employees or qualifying officer.

YOUR LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE.

REVERSE SIDE OF LICENSE CONTAINS IMPORTANT INFORMATION.

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

**RESIDENTIAL BUILDERS' AND
MAINTENANCE & ALTERATION CONTRACTORS' BOARD
RESIDENTIAL BUILDER
LICENSE**

**ROBERT F MODRESKE
2644 15TH STREET
HOPKINS MI 49328**

PERMANENT I.D. NO. EXPIRATION DATE AUDIT NO.
2101149005 05/31/2014 2421023

A1225883

THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN.

Certificate of Award

Issued by

**MICHIGAN PLUMBING &
MECHANICAL CONTRACTORS
ASSOCIATION**

and

MICHIGAN BOARD OF PLUMBING

This will certify that

Robert F. Modreske

82-18144

MICHIGAN STATE LICENSE NO.

*Has satisfactorily completed
a program in*

CROSS-CONNECTION CONTROL

and having shown his/her knowledge as to the intricacies and testing of reduced pressure principle backflow preventers, pressure vacuum breakers, atmospheric vacuum breakers and double check valve assemblies is hereby certified as being competent to perform operational evaluations of said devices:

July 17, 1997

Date

97-76

Certificate Number

Duan Branch
Chairman, Michigan State Plumbing Board

Robert E. Saltzman
Instructor, MPMCA Backflow Preventer Training Program

Char A. Blatchiff
President, Michigan Plumbing & Mechanical Contractors Association

Letter of Reference

Enclosed you will find three reference's from business colleagues of Bob from the Western Michigan area. Here is a brief description of the individuals.

Steven Sheldon

- City of Norton Shores
4814 Henry Street
Norton Shores, MI 49441
- 231-799-6801
- West Shore Inspections has provided plumbing services for the City of Norton Shores since 2007. Steven is the building official for the city and has worked alongside Bob over the past five years.
- Attached on Page 14 is a reference letter from Steven Sheldon.

Barton Lucas

- Grand Haven Township
13300 168th Avenue
Grand Haven, MI 49417
- 616-842-5988
- West Shore Inspections has provided plumbing and mechanical services for Grand Haven Township since 2007. Barton is the building official for Grand Haven Township and has worked with Bob for five years. Please contact Barton for a reference per his request, his phone number is 616-604-6316.

Gary Hoover

- City of Holland
270 South River Avenue
Holland, MI 49423
- 616-355-1330
- West Shore Inspections has provided sub-contracting services for plumbing and mechanical at the City of Holland since 2008. Gary is the Mechanical and Plumbing Inspector for the City of Holland, please contact Gary for a reference per his request at 616-355-1334.

To Whom It May Concern,

It gives me great pleasure to write this character letter of recommendation for Robert Modreske, my co-worker and friend of 6 years. In this period I have had the pleasure of interacting with him on a multiple number of occasions and can provide a guarantee of his honor, knowledge of his trade and behavior in all and especially in trying circumstances.

Bob works well with all persons he comes in contact with and is well respected in the construction industry of West Michigan. He has a cheerful nature and takes everything in his stride and keeps moving ahead. He is a great friend who has helped me out with many issues regarding personal, mechanical & plumbing issues.

I recommend Bob for any mechanical, plumbing or management position as he has the knowledge and is just in all circumstances.

In case of any queries feel free to contact me.

Sincerely,



Steven R Sheldon
4456 OakMeadow Dr.
Hudsonville, MI 49426
(616) 947-0291

Training Program for Employees

A detailed description of West Shore Inspections, LLC training program for Bob would include code classes conducted under the Act 54 in the State of Michigan under the Michigan Department of Labor and Economic Growth Bureau of Construction Codes and Fire Safety. These classes would include training provided by the following organizations:

- PIAM
 - Plumbing Inspectors Association of Michigan
- MIAM
 - Mechanical Inspectors Association of Michigan
- WMPIF
 - West Michigan Plumbing Inspector's Form
- WMMIA
 - West Michigan Mechanical Inspectors Association
- COCM
 - Code Officials Conference of Michigan in compliance with Act 54

Statement of Understanding

West Shore Inspections, LLC is contracted to do inspections, plan reviews, and 2 hours of office time every week. All enforcement is to be done by governmental agency which is the City of Wyoming.

Office Hours

West Shore Inspections, LLC is contracted to 2 office hours every week billed at \$60/hour. Any additional hours or fractions thereof will be charged at ½ hour rate of \$37.50.

Regular Hours

Inspections will be done for commercial, industrial, and residential at \$60 per inspection and that is an inspection lasting ½ hour or less on job site. If there is any additional time on job site or fraction of time it will be charged at \$37.50 per ½ hour.

Inspections are considered (1) inspection per house, townhouse, per each ½ of duplex with the exception of Multi-family apartments. Each 3 units equal 1 inspection, and a fraction thereof will be additional inspection. Example 24 unit apartment will equal 8 inspections, a 4 unit apartment will equal 2 inspections.

Plan Reviews will be done for commercial, industrial, and residential as determined needed by building official. A set of plans will be required for West Shores Inspections, LLC records. Plan Review fee done in office will be \$75/hour. If completed outside of office the plan review fee will be at \$60/hour.

After Hours Rate

Inspection hours will be Monday through Friday 7 am to 5 pm. Our after hours rates will be as follows: \$75/inspection for 1st ½ hour, \$45 for each additional ½ hour.

Any additional office hours, than the 2 required hours, will be charged at a rate of \$75/hour.

Plan Reviews will be done for commercial, industrial, and residential as determined needed by building official. A set of plans will be required for West Shores Inspections, LLC records. Plan Review fee done in office will be \$90/hour. If completed outside of office the plan review fee will be at \$60/hour.

Miscellaneous Information

- West Shore Inspections, LLC will provide plumbing inspection services compliant with the applicable State of Michigan Plumbing Codes and maintain State of Michigan registration required to lawfully perform the work specified.
- Dress code for West Shore Inspections, LLC is to be to OSHA Standards to job site regulations which will be blue jeans, proper shoes, and a button down shirt. Hard hat, safety glasses, and a safety vest will be worn when required.
- Insurance requirements will be adhere to, according to, Addendum #1 provided on March 20, 2012 after the commencement of contract.

Bid Proposal Form

March 20, 2012

**NOTICE TO BIDDERS
ADDENDUM TO THE INVITATION TO BID
PROPOSAL FOR PLUMBING INSPECTION SERVICES
DUE: MARCH 27, 2012**

ADDENDUM #1

REVISED CONTRACT INSURANCE REQUIREMENTS FORM

Revised Contract Insurance Requirement form is attached. Revisions to the form are as follows:

Excess Umbrella changed to \$1,000,000

Engineers & Architects Liability is removed.

Please direct any questions to the Laura Jackson, City of Wyoming Purchasing Department (616) 530-7229.

The undersigned acknowledges receipt of Addendum #1 and the bid submitted is in accordance with the information, instructions and stipulations set forth herein.



Signature of Bidder

Please sign this addendum and attach it to your bid proposal as acknowledgment of its receipt.

NOTICE TO BIDDERS

**INVITATION TO SUBMIT A PROPOSAL FOR
PLUMBING INSPECTION SERVICES**

The City Clerk of the City of Wyoming will receive proposals for plumbing inspection services until 11:00 A.M., Tuesday, March 27, 2012, at her office in Wyoming City Hall, 1155-28th Street SW, P.O. Box 905, Wyoming, MI 49509-0905.

A mandatory pre-submittal meeting will be held at the Wyoming City Hall, 1155 28th Street, SW, Wyoming, Michigan 49509 at 1:00 P.M., Wednesday, March 21, 2012.

Specifications and the bid proposal form are attached. If you have any questions regarding the specifications contact Jim DeLange, the City's Chief Building Inspector at (616) 530-7292.

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

Heidi 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:
"PROPOSAL FOR PLUMBING INSPECTION 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 suits 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.
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
PROPOSAL FOR PLUMBING INSPECTION SERVICES**

The City Clerk of the City of Wyoming will receive proposals for plumbing inspection services from experienced and licensed firms and individuals to provide plumbing inspection services for the City of Wyoming until 11:00 A.M., Tuesday, March 27, 2012, at her office in Wyoming City Hall, 1155 - 28th Street, P.O. Box 905, Wyoming, Michigan 49509-0905. Specifications are as follows:

I. SCOPE OF WORK

The City of Wyoming (City) is requesting proposals (RFP) from experienced and licensed firms and individuals to represent the City in performing necessary plumbing inspection services.

- A. The resulting Contract shall be to provide plumbing, inspection services to assure compliance with the applicable State of Michigan Plumbing Codes.
- B. Bidders shall have knowledge of construction and engineering principles and techniques, materials applicable, specific to plumbing codes and ordinances and general understanding of construction codes, applicable to residential, multi-family, large commercial and industrial plumbing systems.
- C. Bidders shall have knowledge of legal requirements related to general construction code enforcement.
- D. Bidder's employees shall prepare and maintain complete and accurate records and reports related to permit activity and plan review as required by the City.
- E. Bidder's employees shall establish and maintain effective working relationships with City employees, contractors, homeowners, architects, engineers, developers and the public.
- F. Bidder's employees shall have and maintain State of Michigan registration as a Plumbing Inspector and Plan Reviewer capable of work without direct supervision. Inspectors shall have sufficient experience to be considered qualified for the tasks assigned.
- G. Work requires climbing, bending and stooping and may include exposure to energized electrical services, hazardous materials, open trenches and open heights while performing inspections. All contractors shall have sufficient body mobility, flexibility and balance to navigate ladders, scaffolds, and uneven terrain in order to perform plumbing inspections.
- H. Bidders and all representatives of the company that are assigned by the successful bidder to the City shall possess a valid Michigan driver's license and be able to operate a motor vehicle.
- I. The successful bidder shall provide vehicles licensed for use on public streets and licensed in the State of Michigan to perform all work as required herein. The contractor's vehicle must clearly identify the name of the company on the vehicle at all times when performing work for the City. The City may require the contractor to affix a magnetic sign to their vehicle, as identification, when performing work for the City. Vehicles shall be kept in good repair and condition. The contractor shall be responsible for all expenses associated with the operation of such vehicles including fuel, repairs, insurance and all incidental costs. In addition, the successful bidder shall provide their employees with a cell phone and a camera or combination thereof.
- J. The City shall dictate the method and format of reporting and shall provide either a workstation with a computer or a laptop and report writing software to complete actual time inspection results. The laptop and software shall remain City property and will not be available for use after hours, nor shall its data be shared with or provided to other persons or entities outside of the City.

K. It is expected that the successful bidder is proficient with or will become proficient in BS&A permit software.

L. The City shall provide an identification card, for security purposes to be used for City related services. At no time shall the contractor represent themselves as a City employee. The identification card should only be used when performing services for the City. Identification shall be worn in a readily visible location. Clothing shall be in good condition and professionally appropriate as determined by the City.

M. Conflict of Interest Agreement: The successful bidder is prohibited from engaging in inspections of plumbing systems whereby same or any member of the bidder's firm as prepared any plans, drawings, or other design services for that project.

N. The City may at its discretion perform quality control audits including but not limited to the following:

- 1) Review of daily work, records and activity;
- 2) Conduct surveys with customers, contractors and property owners related to plumbing services rendered. Surveys may be on phone, in person or by electronic means.
- 3) Perform on site follow up inspections by City employees or City designated qualified individuals.

II. GENERAL INFORMATION

A. Proposal pricing must be firm for city acceptance for a minimum of ninety (90) days from bid opening date. All proposals pricing shall be firm through term of contract.

B. All bid proposals for performing the work specified herein must be submitted to the City Clerk's Office, 1155 - 28th Street SW, Wyoming, Michigan 49509, by **11:00 A.M., Tuesday, March 27, 2012, in sealed envelopes plainly marked "PROPOSAL FOR PLUMBING INSPECTION SERVICES."**

C. The specifications contained herein shall be strictly adhered to unless they are absolutely unable to be met. Any and all exceptions to the specifications contained herein shall be noted in an attached cover letter entitled "Exceptions to the Proposal," which shall be submitted with the bid proposal, and which shall provide an explanation for each exception taken, giving in detail the extent of the exception and the reason for which the exception is taken.

D. The City reserves the right to accept or reject all or any proposals, to accept or reject parts of any proposal, and the right to waive irregularities in any proposal. The City Council reserves the right to award the proposal in any manner deemed to be in the best interest of the City.

E. Addendum(s) issued in relation to this RFP will be on file in the office of the City's Purchasing Department. In addition, copies will be mailed to each person registered as having received the proposal. It shall be the bidder's responsibility to make inquiry as to addendum(s) issued. All such addenda shall become incorporated as part of the proposal, and all bidders shall be bound by said addendum(s).

F. All bidders are required to submit with their proposal a signed copy of the attached "Equal Employment Opportunity Statement."

III. INTERPRETATIONS OF BID PROPOSAL

- A. No oral interpretations will be made to any bidder as to the meaning of the bid documents or any part thereof.
- B. If additional information is necessary to assist bidders in interpreting the RFP specifications, written questions may be emailed to Jim DeLange, Chief Building Inspector at delangej@wyomingmi.gov.
- C. All inquiries 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 Purchasing Department.

IV. PERSONNEL RECRUITMENT AND APPROVAL

- A. The City reserves the right to interview, check references and complete a criminal and motor vehicles records check of contractor's employees prior to assignment. The assigned contractor's employee shall adhere to the City's Computer Operating and Computer Use Policy and any other policies deemed required by the City.
- B. The City reserves the right to demand immediate removal and replacement of any individual assigned under the contract if in the City's judgment the person's performance is unsatisfactory.

V. HOLD HARMLESS CLAUSE

- A. The successful bidder shall, upon being awarded the proposal, agree to assume all liability for and protect, indemnify and save the City, its agents, officers and employees harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or death of, any person or persons whatsoever, including parties hereto, and their agents. Said successful bidder shall pay, settle, compromise and procure the discharge of any and all claims and losses, damages and expenses. No employee of the successful bidder shall at any time be considered an agent or employee of the City.
- B. The successful vendor shall provide the City the attached Indemnification Agreement completed and signed prior to commencing any work.

VI. INSURANCE

- A. The successful vendor shall carry insurance throughout the term of the contract as described on the attached Contractor Insurance Requirement form and shall provide to the City proof of said insurance.
- B. Certificates of insurance evidencing that the Contractor has secured all of the foregoing insurance must be provided to the Purchasing Department prior to start of contract.
- C. **Notification of Cancellation** – A guarantee that ten days notice to the 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 bidder shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
- D. The City shall be named as an additional insured on all the insurance policies with described herein with the exception of worker's compensation.

VII. APPLICABLE LAWS

The revised Statutes of the State of Michigan, the Charter of the City of Wyoming and all City ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

VIII. WORK SCHEDULE AND SAFEGUARDS

A. All work is to be completed in accordance with appropriate local, state and federal requirements.

B. The successful bidder shall comply with all local, state and federal laws and regulations governing the furnishing and use of all safeguards, safety devices, and protective equipment, and take any other needed actions on his own responsibility as necessary to protect the life and health of employees on the job and the safety of the public and to protect property during the performance of the project.

IX. LICENSES, PERMITS AND INSPECTIONS

The successful bidder shall at their own expense, obtain all necessary licenses and State of Michigan Plumbing Inspection/Plan Review registrations required to lawfully perform the work specified herein and shall furnish copies of said licenses and registrations to the Chief Building Inspector, prior to commencing any work. The contractor shall be responsible for providing all required continuing education hours by the State to maintain registration. Documentation of same shall be provided to the City as determined necessary.

X. PRE-SUBMITTAL MEETING

- A. **Each Contractor will be required to attend a pre-submittal meeting scheduled for Wednesday, March 21, 2012 at 1:00 PM at the Wyoming City Hall, 1155 28th Street SW, Wyoming, Michigan 49509, where the RFP will be explained and questions answered.**
- B. **Failure to attend the pre-submittal meeting may disqualify the Contractor from submitting a proposal.**

XI. ESSENTIAL FUNCTIONS OF THE INSPECTORS

A. The Contractor shall inspect industrial, commercial, residential and multi-family plumbing installations during various stages of construction and remodeling for compliance with all adopted codes and ordinances of the City and State of Michigan Plumbing Codes.

B. The City at its discretion shall require the contractor to perform plan review of the plumbing systems to assure code compliance.

C. The Contractor shall make independent decisions regarding compliance with sound engineering practices, codes and ordinances of the City, State and Federal agencies and construction methods.

D. The contractor shall analyze plumbing installations at sites buildings undergoing change of use or occupancy, buildings being moved or demolished, and damaged or dilapidated buildings. The contractor is also expect to provide a tertiary level of customer service by educating and suggesting viable alternatives to bring building plumbing systems into compliance as generally accepted in professional practice.

E. The Contactor shall record, inspection results throughout the day in a manner to be determined by the City. Complete records include reporting inspections, notices/orders issued, plan review check lists, related correspondence, correction notices, and approvals. Inspection reports include information such a permit type, permit number, property address, scheduled inspection date, completed date, status and result. Records shall also include water and sewer lateral locations and including measurements. Records of inspections shall be provided to the City within two business days.

F. Records include the tracking and reporting of actual on site inspection time.

XII. HOURS AND INSPECTOR'S TYPICAL DAY

A. Regular Hours

Regular hours shall be defined as hours between 7 a.m. and 5 p.m., Monday through Thursday, or otherwise consistent with the Building Inspection Department's regular hours of operation. Field inspection shall be performed within regular hours unless requested by the City due to unusual circumstances and/or pre-approve by the City.

B. Office Hours

During regular hours, the contractor shall provide a minimum of one hour office time, two days per work week at the City. The office hours shall be as follows:

Monday's between 8:00 a.m. and 9 a.m.
Thursday's between 4:00 p.m. and 5 p.m.

C. After Hours

After hours shall be defined as any hours outside of regular hours as described above.

D. Scheduling

Inspection scheduling may be recorded by City employees or the contractor. The contractor shall be available for inspection requests from homeowners, contractors or City employees.

E. Inspection Timing

The Contractor shall conduct inspections within two business days of receiving a request for inspection. Same day inspections may be required should the City determine an imminent hazard exists.

F. Record Keeping

The Contractor shall record all inspection and plan review activity.

XIII. PRICING AND PAYMENTS

A. For services described herein, the City shall pay the Contractor a fee for plumbing inspection services as follows:

- 1) A single fee per plumbing inspection
- 2) An hourly fee for plan review services
- 3) An hourly fee for office hours

B. Per inspection rate bid pricing shall include labor, equipment, materials and travel necessary to perform the tasks described in the specifications. Bidders plan review and office time rates are on a per hour basis (minimum 30 minute increments). No additional fees for fuel and vehicle maintenance shall be provided.

C. Other related services, at the request of the City, shall be negotiated.

D. The contractor shall submit invoices to the City monthly. The Contractor's invoices shall reflect the Contractor's name and address. The Contractor should include detailed reports of the following with each invoice.

1) Inspection Activity

- Inspector Name
- Permit Number
- Property address
- Scheduled Date of Inspection
- Completed Date of Inspection
- Purpose/Type of Inspection (initial re-inspection, underground, final, etc.)
- Date paper work/BS&A data entry completed (required within two business days maximum)
- Amount Due

2) Non-Inspection Activity

- Date(s) of plan review
- Address/location of the project
- Number of hours performing plan review
- Dates of office hours
- Number of office hours

3) The City will remit payment to the contractor approximately thirty days after receipt of invoices.

XIV. PROPOSAL SUBMISSION FORMAT

A. The response to the RFP must be made according to the specifications set forth below. Any major deviation from these specifications may be cause for rejection of the proposal at the City's discretion. The content and sequence of the proposal shall include the following information at a minimum.

1) Table of Contents

Listing the individual sections of the proposal and their corresponding page numbers. Please format your response to this request in the following order to facilitate comparisons between respondents.

2) Cover Letter

Describing the respondent, including the name and address of the entity submitting the proposal, the date the entity was established and the name, address, and telephone number of the person or persons who will service as the entity's principal contact with the City and be authorized to make representations on behalf of the entity. This letter must bear the signature of the person having proper authority to make the proposal for the entity.

3) Summary of the Firm

Describe the overall experience and qualifications of the firm. Describe the firm's resources, capabilities and number of year sin business. Include the number of employees that will be assigned to this Contract with the City as well as a list of proposed equipment to be utilized.

4) Employee Qualifications

Provide a summary of the roles and qualifications of the individuals that will be assigned to the City and complete resumes of all employees that will participate in the inspection process. Each resume should include brief project descriptions, dates and responsibilities of the project. Also, include certification, professional licenses, and training received by the individuals as well as knowledge and experience with the codes currently adopted by the City and the State of Michigan. The City shall serve the right to select only individuals who meet the expectations of the Building Department.

5) Letter of Reference

Provide at least three letters of reference from companies for whom the bidder has provided similar services in the last twelve months. Also include company name, address, telephone number and contact person, a description of the services provided with a description of any major variation to the requirements of this RFP.

6) A detailed description of your organization's training program for employees.

7) A statement of understanding of the RFP based upon the information included herein.

8) A completed copy of the Bid Proposal Form contained herein.

9) A detailed proposal for the work including a complete scope of work shall be included in their proposal and indentify questionable areas of work.

10) **All bidders must submit two unbound and two bound copies of their proposal.**

XV. EVALUATION OF PROPOSALS

A. The City does not intend to enter into a contract solely on the basis of any response made to this request or otherwise pay for any information solicited or obtained. Further, the City will not be liable for any costs incurred in the preparation of a response, presentations, or contract negotiation.

B. After review of the proposal, the City may request additional information from one or more respondents. The City reserves the right to select a contractor from the initial respondents or select two or more respondents and may require personal interviews/presentations prior to final selection of a contractor.

C. The City reserves the right to negotiate with any and all of the respondents.

D. Evaluation criteria will include but not limited to the following:

- 1) The firm's ability to communicate the understanding of the needs of the City;
- 2) Ability to provide the service desired by the City;
- 3) Prior experience in performing municipal plumbing inspections;
- 4) Ability to provide the information needed by the City;
- 5) Qualification of employees and management personnel to be assigned;
- 6) Price (cost will not be the sole determining factor);
- 7) Ability to provide timely service;
- 8) Interview/Presentation;
- 9) References

E. The Director of Community Services or her designee may make a recommendation for award of the proposal at a City Council work session with the approval being at the discretion of the City Council and being considered at a regular Council meeting. Respondents may be required to make a presentation at a City Council work session and/or regular meeting.

XVI. INCURRED COSTS

The City shall not be liable for any costs, including any travel, incurred by the Respondent prior to award of the proposal. Total liability of the City is limited to the terms and conditions of this request and any resulting contract.

XVII. NO THIRD PARTY RIGHTS

It is agreed and understood that the contract is made solely for the benefit of the City and the Provider of Services, not made for the benefit of any third party, and that no action or defense may be founded upon this contract except by the parties signatory hereto.

XVIII. CONTRACT

A. Soon after the selection has been made, the successful bidder shall prepare a professional services contract acceptable to the City and approved by the City Attorney. The proposed contract shall contain sufficient language to describe the terms and conditions of the Contract, scope of services to be performed and method of payment, termination clauses, client and consultant responsibilities and other contract compliance provisions, including non-discrimination requirements of the City. This RFP shall be incorporated and considered part of said contract.

B. The Contract shall not be considered executed unless signed by the Mayor, City Clerk or the City Manager. Signatures on behalf of City other than those cited above shall not constitute contract execution by the City and the contract shall be null and void.

C. The 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.

D. The term of this contract shall be effective two weeks following City Council approval and terminating December 31, 2012.

E. The City may, at its option and with the approval of the contractor, extend the term of the Contract an additional three (3) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City's Director of Community Services, of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

XIX. TERMINATION BY NOTICE

A. This Contract may be terminated by the City or Contractor, without cause or reason, at any time, upon thirty (30) business days' written notice to the other party. The City may terminate this Contract with cause upon ten (10) business day's written notice. In the event of termination, the City shall pay to the Provider any and all amounts due for work performed under the Contract to the date of termination.

B. Effect of Termination. Upon termination or expiration of this Contract, the parties shall have no further obligation to each other except for obligations accruing prior to the effective date of the termination or expiration. However, both the City and Contractor shall be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to this Contract, which obligation shall continue without regard to termination or expiration of this Contract.

C. Miscellaneous. This Contract shall be non-assignable. This Contract shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, assigns, and successors. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated above or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. Alternative means of transmittal utilizing electronic media may be used as agreed upon by both parties and in conformance with applicable laws and regulations pertaining to its use. Records shall be retained in conformance with State of Michigan General Record Retention and Disposal Schedule adopted by the respective community. Freedom of information requests related to the services provided in this Contract shall be processed according to rules governing such requests. Parties of this Contract shall promptly notify one another of such requests. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability shall not impair the remainder of this Contract, which shall remain in full force and effect. This Contract represents the entire understanding and agreement between the parties, and all prior understandings and Contracts are specifically merged in this Contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way amplifying or modifying its terms and provisions.

XX. TERMS AND CONDITIONS

A. This RFP is only an invitation to submit Proposals and does not commit the City in any way to enter into a Contract. In addition, the issuance of this RFP does not obligate the City to pay any costs whatsoever incurred by an respondent in connection with this RFP, including without limitation

- 1) the preparation and presentation of a proposal;
- 2) any supplements or modifications of this RFP;
- 3) negotiations with the City or other party arising out of or relating to this RFP or the subject matter of this RFP.

B. The City expressly reserves the right at any time and from time to time, and for its own convenience, in the City's sole discretion, to do any or all of the following;

- 1) waive or correct any immaterial defect or technical error in any response, proposal, or proposal procedure, as part of the RFP or any subsequent negotiation process;
- 2) reject any and all proposals, without indicating any reason for such rejection;
- 3) request that certain or all responders to this RFP supplement or modify all or certain aspects of the information or proposals submitted;
- 4) reissue a RFP;
- 5) procure any service by any other means;
- 6) modify the selection procedure, the scope of the proposed project or the required responses;
- 7) extend deadlines for accepting responses, request amendments to responses after expiration of deadlines, or negotiate or approve final Contracts; and
- 8) Negotiate with any, all or none of the respondents to the RFP.

C. The City does not intend to enter into a contract solely on the basis of any response made to this request or otherwise pay for any information solicited or obtained. Further, the City will not be liable for any costs incurred in the preparation of a response, presentations, or contract negotiation.

D. The City reserves the right to alter, amend or modify any provision of this RFP, or to withdraw the RFP, at any time prior to the award of a contract pursuant thereto.

E. By submitting a response to this RFP, each respondent waives all rights to protest or seek remedies whatsoever regarding any aspect of this RFP, the selection of a respondent or respondents with which to negotiate a contract, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

F. All submitted RFP's become the property of the City and may be subject to release by the City under the Freedom of Information Act (FOIA).

G. The City reserves the right, where it may serve the City's interest, to request additional information or clarifications from those submitting proposals or to allow corrections of errors or omissions

H. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal or presentation regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

I. The proposer agrees that it is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties.

J. All parties contracting with the City shall, upon request, provide access to and furnish the City's auditors with requested information, records and reports, regarding powers, duties, activities, organization, property, investment transactions, methods of operations, or any and all other records or information in their custody that is relative to the City contract.

K. The Contract with the successful proposer shall be governed by the laws of the State of Michigan and the rules and regulations of the City.

L. The successful bidder shall comply with all federal, state, and local laws and regulations governing the furnishing and use of all safeguards, safety devices, and protective equipment, and take any other needed actions on his own responsibility as necessary to protect the life and health of employees on the job and the safety of the public and to protect property during the performance of the project.

BID PROPOSAL FORM

All proposals are to be in sealed envelopes and plainly marked "PROPOSAL FOR PLUMBING INSPECTION 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 proposal in any manner deemed to be in the best interest of the City.

Bids to be received by the
City Clerk of the City of Wyoming,
Proposal for Plumbing Inspection Services
1155 - 28th Street SW,
P.O. Box 905, Wyoming,
Michigan 49509-0905
Until 11:00 A.M. March 27, 2012

TO THE CITY CLERK OF THE CITY OF WYOMING

State bid proposal price for Building Inspection Services as specified herein. The undersigned has the authority, on behalf of the organization shown below to submit this proposal in accordance with the specifications contained herein.

Regular Hours Rate (See Section XIII)

Plumbing inspections	\$60	per inspection with the exception of Apartment Buildings (see Statement of Understanding for billing of Apartment Buildings). This inspection is for ½ hour or less inspection, an additional fee will be charged at a rate of \$37.50 per ½ hour intervals
Plan review hours	\$60 \$75	per hour for Offsite Plan Reviews per hour for In-office Plan Reviews
Office hours	\$60	per hour, an additional fee will be charged at a rate of \$37.50 per ½ hour intervals
Court Hours	\$75	per hour

After Hours Rate (See Section XIII)

Plumbing inspections	\$75	per inspection for 1 st ½ hour, \$45 additional fee for ½ hour intervals
Plan review hours	\$60 \$90	per hour for Offsite Plan Reviews per hour for In-office Plan Reviews
Office hours	\$75	per hour

TERMS: Net 30 Days

COMPANY: West Shore Inspections, LLC

ADDRESS: 2644 15th Street

CITY: Hopkins STATE: MI ZIP CODE: 49328

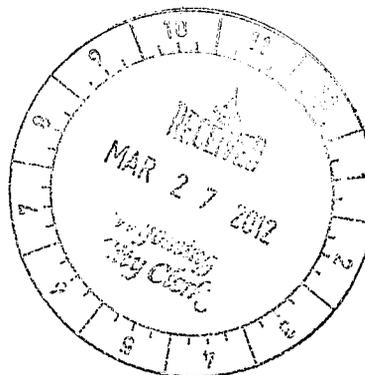
AUTHORIZED BY (Please Print): Robert Modrekse

AUTHORIZED SIGNATURE

(Required):  DATE 3-26-2012

PHONE: 616-477-4940 CELL PHONE: 616-477-4940 FAX: 269-793-7140

E-MAIL: Bob@wsillc.net WEB SITE: _____



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

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

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

1. Contractor shall not discriminate against any employee or applicant for employment because of color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

2. In soliciting or advertising for employees placed by or on behalf of Contractor, Contractor shall state that all qualified applicants will receive consideration for employment without regard to color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. For this purpose it shall suffice to place the words "An Equal Opportunity Employer" in the advertisement and a predominant place at the office of said Contractor.

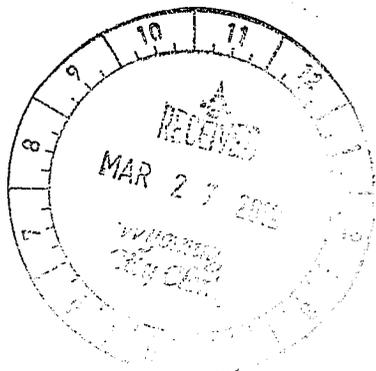
3. Contractor shall send notice of the City's policy regarding equal employment to each labor union or representative of workers with which Contractor has any agreement, contract or other understanding.

4. Contractor shall furnish information and reports as requested by the City in accordance with this policy. Contractor shall provide access to his/her employment books, records and account to any duly authorized representative of the City in order to allow such representative to assert whether or not this policy is being complied with by Contractor.

5. Contractor shall post this policy in conspicuous places so as to be available to all employees and applicants for employment.

6. In the event the City determines that the Contractor has failed to abide by the terms stated in this policy, the City may, at its option, withhold payments until full compliance by the requirements of this policy are complied by the Contractor or may choose to terminate the Contract. The City may further choose to bar said Contractor from further contracts until such time as compliance with the requirements contained herein is achieved.

CONTRACTOR
By *Robert M. Mohr*
(Signature Required)



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

1. Commercial General Liability

Liability to include coverage for:

- a) Premises/Operations
- b) Products/Completed Operations
- c) Independent Contractors
- d) Personal Injury
- e) Contractual Liability

Bodily Injury –

\$1,000,000 per person
\$1,000,000 per occurrence

Property Damage-

\$1,000,000 per occurrence

2. Business Auto Liability

to include coverage for:

- a) Owned/Leased Vehicles
- b) Non-owned Vehicles
- c) Hired Vehicles

Bodily Injury –

\$1,000,000 per person
\$1,000,000 per occurrence

Property Damage-

\$1,000,000 per occurrence

3. Worker's Compensation

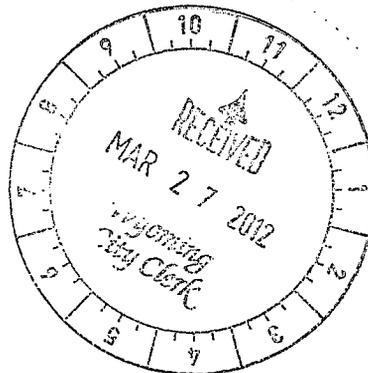
- a) Employers' Liability

Statutory Limits

\$500,000 per occurrence

4. Excess/Umbrella Coverage \$1,000,000

5. The following language shall be included on the Certificate of Liability Insurance 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 and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear.



ALL SUBCONTRACTORS MUST ALSO COMPLY WITH THE ABOVE REQUIREMENTS.

Certificate of Liability Insurance Forms must be mailed to:

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

In addition, **this form must be signed and mailed**, with the RFP, 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 West Shore Inspections, LLC Vendor # (if applicable) _____
 Address 2644 15th Street Phone 616-477-4940
 City Hopkins State MI Zip Code 49328
 Printed Name Robert Modreske Signature (required): Robert Modreske Date 3-26-12

INDEMNIFICATION AGREEMENT

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

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

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, 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.

West Shore Inspections, LLC
COMPANY NAME

Robert Madul
SIGNATURE

President
TITLE

3-26-12
DATE



**SUBCONTRACT PROVISION FORM FOR
PLUMBING INSPECTION SERVICES**

Subject to the approval of the City of Wyoming Purchasing Department, the Contractor may subcontract 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

Bob Modreske

Inspections, morning office hour, and
plan reviews

Gary Raak

Inspections, afternoon office hour, and
plan reviews

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 Robert Modreske

Signed Gary Raak

By Phone #616-477-4940

By Phone #616-399-6924

Address 2644 15th Street
Hopkins, MI 49328

Address 15381 Blue Fox Run
West Olive, MI 49460

Signed _____

Signed _____

By _____

By _____

Address _____

Address _____

Detailed Work Proposal

Proposal is to include the following statements:

- West Shore Inspection, LLC will not be responsible for the update of BS & A Software.
- West Shore Inspections, LLC will be provided a copy of every Plumbing Permit issued once contract is commenced.
- Clothing for employees of West Shore Inspections, LLC will be to OSHA Standards to job site regulations.
- West Shore Inspections, LLC will offer services Monday through Friday 7 am to 5 pm with no set times, inspector will do his own scheduling with the contractor / homeowner.
- Plumbing Inspector needs a copy of Plan Reviews to be inspected. Plan reviews will be done outside of the office at \$60/hour or inside the office at a rate of \$75/hour.
- Office hours will be at a rate of \$60/hour for listed times, extra office hours will be at a rate of \$75/hour and then billed on ½ hour intervals at \$37.50 per ½ hour.
- West Shore Inspections, LLC will provide the proposed equipment to be utilized: Vehicle, Clipboard, miscellaneous office supplies, and inspection sheets.
- Inspection sheets will include the tracking and reporting of actual on site inspection time and provided with a copy to the City.
- Invoices will be submitted to the City monthly after the close of each month.
- West Shore Inspections, LLC is contracted to do inspections, plan reviews, and 2 hours of office time every week. All enforcement is to be done by governmental agency which is the City of Wyoming.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT FOR THE TOWING AND STORAGE OF VEHICLES

WHEREAS:

1. The City has an agreement with Hansen Towing, Inc. through December 31, 2012 that provides for the exclusive towing and storage rights for all vehicles owned by the City and vehicles involved in police situations where the owner or authorized agent cannot or does not designate another towing service.
2. Section IV, Subsection E of the City's Agreement with Hansen Towing, Inc. states "this agreement shall be binding upon the heirs, successors and assigns of the parties hereto, but shall not be assignable without the approval of the City Council".
3. Merl's Towing Service, Inc. has purchased Hansen Towing, Inc. and has provided the City with an Assignment and Assumption Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute an Agreement for the towing and storage of vehicles with Merl's Towing Service, Inc. though December 31, 2012, the remainder of the Agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENTS:

Assignment and Assumption Agreement
Agreement
Letter dated August 26, 2009

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2012, by and between the City of Wyoming, a Michigan Municipal Corporation, of 1155-28th Street SW, Wyoming, Michigan 49509, hereinafter referred to as the "CITY" and Merl's Towing Service, Inc., 5510 Clay Avenue, SW, Wyoming, Michigan 49548, hereinafter referred to as the "CONTRACTOR," the terms which are as follows:

I. Services to be Performed

The Contractor shall provide towing service and storage for all vehicles covered by the terms of this Agreement and such other services as stated herein at the direction of such personnel as may be authorized and identified by the City. The Contractor shall have exclusive towing and storage rights for all vehicles owned by the City and for such other vehicles involved in police situations where the owner or authorized agent cannot or does not designate another towing service, or when the police department deems it necessary that another contractor be called.

II. Contractors Qualifications and Obligations

- A. The Contractor shall be MPSC registered and licensed.
- B. The Contractor shall have been in the towing and storage business for a minimum of two years prior to executing this Agreement.
- C. The Contractor's financial condition for the fiscal year of operation prior to executing this Agreement and throughout the term of this Agreement shall reflect sound fiscal management and operation. The Contractor shall, upon the City's request, provide such financial documentation as the City shall deem necessary to determine the soundness of the Contractor's fiscal management and operation.
- D. The Contractor shall provide 24 hour per day, 7 days per week service.
- E. The Contractor shall serve the City on a first priority basis.
- F. The Contractor shall, at no charge, accomplish the requirements of the Michigan Statutes pertaining to abandoned vehicles at no charge.
- G. The Contractor shall, within the City limits of Wyoming, provide a secure, outside storage area for a minimum of 250 vehicles and a secure indoor storage area for a minimum of 10 vehicles for all vehicles under this Agreement. Said areas shall be owned or leased by the Contractor, shall comply with all applicable Federal, State and City statutes and ordinances, and shall not be utilized in conjunction with any other business venture.
- H. The Contractor shall take all reasonable steps to prevent theft of, theft from, or damage to vehicles stored under the provisions of this Agreement. The Contractor shall be liable for any thefts or damages.

- I. The Contractor shall assume the sole responsibility for performing safe, damage-free towing and storage of vehicles covered by this Agreement.
- J. The Contractor shall possess a minimum of ten wreckers capable of providing towing services for 3/4-ton model vehicles and smaller and a minimum of five wreckers capable of providing towing services for highway vehicles in excess of 3/4-ton models. Contractor shall keep an adequate number of these wreckers available within the City at all times to fulfill the terms of this Agreement.
- K. Contractor's wreckers shall have two-way radio communication from its place of business to each wrecker.
- L. Contractor's wreckers shall be maintained in good working order and in accordance with MPSC requirements and regulations.
- M. Contractor shall have a minimum of ten drivers in his employ. All drivers utilized in the performance of this Agreement shall be employees of the contractor and said employment shall be in conformance with all Federal, State and City statues and ordinances and with the terms of this Agreement. Contractor shall assure that an adequate number of these drivers are available within the City at all times to fulfill the terms of this Agreement.
- N. At the Contractor's expense, the Contractor shall cause to be installed and shall maintain a direct telephone line between the Police Communications Division and his place of business.
- O. When called to the scene of an accident, Contractor shall clean the area of all debris resulting from the accident.
- P. All towing and storage rates as contained in this Agreement shall be posted in prominent locations for public viewing at all the Contractor's places of business.
- Q. All of the Contractor's business locations and storage facilities shall be properly zoned for the type use for which they are being utilized.
- R. The Contractor shall indemnify, defend and hold the City, its officers, agents and employees harmless against any causes of action, claims, litigation's, and expenses, including but not limited to actual attorney fees, or any other matters arising out of this Agreement.
- S. The Contractor shall have an employee at his storage facility for the purpose of releasing vehicles between 8:00 a.m. and 5:00 p.m., Monday through Friday, and shall have an identified employee available for said purpose at such other times as may be deemed necessary by the City.

- T. The Contractor shall, throughout the term of the Agreement or any extension thereof, shall carry the minimum insurance in the amount of:
- 1) Garage Keeper's Legal Liability in the minimum amount of \$500,000 per occurrence
 - 2) Worker's Compensation in the minimum amount of \$500,000 per occurrence
 - 3) Business Auto Liability in the minimum amount of:
 - a) Bodily Injury \$5,000,000 per person / \$5,000,000 per occurrence
 - b) Property Damage \$1,000,000 per occurrence
 - c) Cargo \$1,000,000 per occurrence
 - 4) **The City shall be named as an additional insured on the general and comprehensive public liability and business auto liability insurance policies.**
 - 5) Proof of said insurance shall be provided to the City prior to the Contractor commencing any work under the provision of this Agreement.

III. Contractors Remuneration

- A. The Contractor shall be compensated for towing services and storage performed under the terms of the Agreement as per the letter dated August 26, 2009 as summarized below:

	<u>2010</u>	<u>2011</u>	<u>2012</u>
Service Call - non Tow	\$ 20.00	\$ 20.00	\$ 20.00
Service Call - Includes Tow	\$ 20.00	\$ 20.00	\$ 20.00
Accident Call	\$ 70.00	\$ 70.00	\$ 70.00
Impound Tow	\$ 70.00	\$ 70.00	\$ 70.00
Additional Charge for Dolly Service	\$ 25.00	\$ 25.00	\$ 25.00
Additional Charge for Winching Service	\$ 15.00	\$ 15.00	\$ 15.00
Daily Outside Storage Charge	\$ 14.00	\$ 14.00	\$ 14.00
Daily Inside Heated Storage Charge	\$ 20.00	\$ 20.00	\$ 20.00
Tow Charge Per Mile Beyond City Limits	\$ 1.70	\$ 1.70	\$ 1.70

Towing and Storage Charges for vehicles in excess of 3/4 ton models are to be at the Contractor's rates as registered with and approved by the MPSC and shall be posted in a prominent location for public viewing at all the Contractor's places of business.

- B. All charges for towing and storage services shall be paid by the registered owner or authorized agent of the vehicle involved.

IV. Other Terms

- A. The Contractor, his officers, agents and employees shall not be considered as officers, agents and employees of the City, but shall be considered independent contractors.
- B. Vehicles shall not be released to anyone except upon presentation of written order from such personnel as may be authorized and identified by the City.
- C. The City shall have the right during normal working hours to inspect all records as may be related to this Agreement.

- D. When a vehicle is unclaimed, it shall be disposed of in accordance with the applicable Michigan statute.
- E. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto, but shall not be assignable without the approval of the City Council.
- F. This Agreement shall be for a three year period, commencing January 1, 2010 and ending December 31, 2012.
- G. This Agreement may be terminated by the City on ten days notice to the Contractor, at the Contractor's address as specified in the first paragraph of this Agreement by certified mail return receipt requested and signed by the City Manager of the City of Wyoming, for any of the following reasons which shall be at the sole discretion of the City:
 - 1. Poor service response time.
 - 2. Excessive damage complaints.
 - 3. Vandalism or theft of or from the vehicles towed and stored by the Contractor.
 - 4. Charges levied which are not in accordance with the provisions of this Agreement.
 - 5. Violation of any of the requirements of this Agreement.
 - 6. Such other reasons, as the City deems valid.
- H. The Contractor shall act as the primary contractor and shall be responsible for any and all work performed by subcontractors.
- I. This Agreement contains all the terms of the agreement between the parties with respect to its subject matter and may be amended only in writing signed by both parties.

CITY OF WYOMING

CONTRACTOR

By _____
Its Mayor,

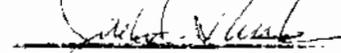
By _____
Its President

By _____
Its Clerk,

By _____
Its

Contractor's Telephone Number

APPROVED AS TO FORM:



ASSIGNMENT AND ASSUMPTION AGREEMENT

RECITALS AND IDENTIFICATION OF PARTIES:

This ASSIGNMENT AND ASSUMPTION AGREEMENT is made this 24 day of MAY, 2012, by and between Hansen Towing, Inc., a Michigan Corporation (herein referred to as “Assignor”), and Merl’s Towing Service, Inc., a Michigan Corporation (herein referred to as “Assignee”).

Hansen Towing, Inc, maintains its principal offices at 7580 Expressway Drive SW, Grand Rapids, MI 49548.

Merl’s Towing Service, Inc. maintains its principal offices at 5510 Clay Avenue SW, Wyoming, MI 49548.

AGREEMENT:

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. **Assignment:** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby grants, conveys, transfers and assigns unto Assignee all of Assignor’s right title and interest in and to those contracts and agreements described on the attached Exhibit A (collectively, the “Contracts”), together with any additions thereto and replacements thereof (including renewals, modifications, schedules or amendments of the Contracts).
2. **Assumption:** Assignee hereby undertakes and assumes and agrees to perform, pay or discharge effective after the date of this Agreement, to the extent not required to be performed, paid or discharged by Assignor prior to the date of this Agreement, all liabilities and obligations of Assignor relating to the Contracts and agrees to hold Assignor harmless from all such obligations.
3. **Consideration:** This Agreement is given pursuant to an asset purchase agreement titled “Bill of Sale and Agreement” between the parties.
4. **Other Provisions:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan (except for the choice of law provisions thereof). This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and

assigns. This Agreement constitutes the entire Agreement of the parties hereto and supersedes any prior agreements or understandings, whether oral or written, between them with respect to the subject matter hereof. The headings herein are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement. This Agreement may not be terminated, modified or amended orally or by any course of conduct or usage of trade, but only by any agreement in writing duly executed by the parties hereto. This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any waiver of a breach of any provisions of this Agreement shall be limited to the particular breach, shall not be deemed to be a continuing waiver of the same breach, and shall not be deemed a waiver of any other provision of this Agreement. If any portion, section, or subsection of this Agreement shall be determined to be unenforceable or invalid, it shall not affect the remainder of this Agreement, which shall be and remain binding and effective as against all parties hereto and their respective successors and assigns.

ATTESTATION:

The Parties hereto have executed this Assignment and Assumption Agreement on the date first set forth above.

**Assignor: Hansen Towing, Inc.,
a Michigan Corporation**

By:



, Manager

**Assignee: Merl's Towing Service, Inc.,
a Michigan Corporation**

By:



Mark L. Fredette, President

**Assignee: Merl's Towing Service, Inc.,
a Michigan Corporation**

By:



Richard S. Caster, Vice-President

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT A

List of Contracts

1. City of Grandville Towing Agreement
2. City of Wyoming Towing Agreement



August 26, 2009

Wyoming Purchasing Department:

Hansen Towing would like to extend the current towing contract which is in place and expires 12/31/09. Hansen Towing would do this at the same rates which are currently in place for 2009. They are as follows:

	2010	2011	2012
Service Call – non Tow	\$20.00	\$20.00	\$20.00
Service Call – Includes Tow	\$20.00	\$20.00	\$20.00
Accident Call	\$70.00	\$70.00	\$70.00
Impound Tow	\$70.00	\$70.00	\$70.00
Additional Charge for Dolly	\$25.00	\$25.00	\$25.00
Additional Charge for Winching	\$15.00	\$15.00	\$15.00
Daily Outside Storage	\$14.00	\$14.00	\$14.00
Daily Inside Heated Storage	\$20.00	\$20.00	\$20.00
Tow charge per mile beyond City	\$1.70	\$1.70	\$1.70

We would love the opportunity to continue to serve the city and its residents for the coming years and build on the solid working relationship which is in place.

Thank you for giving us this opportunity and please let us know if you have any questions.

Sincerely,

David Hansen

Hansen Towing, Inc.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH THE FAIR HOUSING CENTER OF WEST MICHIGAN FOR
FISCAL YEAR 2012-2013

WHEREAS:

1. The City wishes to promote and ensure that fair housing is available throughout the City.
2. The Fair Housing Center wishes to provide technical assistance to the City in responding to questions regarding housing discrimination from residents of the City or persons wishing to reside in the City.
3. The Wyoming Community Development Committee and the Wyoming City Council has approved the 2012-2013 budget, which includes this service.
4. The Fair Housing Center will conduct housing testing to obtain evidence of familial discriminatory practices and initiate appropriate enforcement action where such evidence exists.
5. The Fair Housing Center will disseminate fair housing information to housing consumers as an educational activity and will conduct a half day Fair Housing Rental and Real Estate Transactions Training Session in the City.
6. Funds shall be available in Account No. 256-400-17513-957.035.

NOW THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Fair Housing Activities Agreement with the Fair Housing Center of West Michigan.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried: Yes
 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:

Heidi A. Isakson
Wyoming City Clerk

Attachment: Fair Housing Activities Agreement

RESOLUTION NO. _____

**FAIR HOUSING ACTIVITIES AGREEMENT
FOR THE CITY OF WYOMING, MICHIGAN FOR 2012-2013**

This Agreement is made between the **CITY OF WYOMING**, a Michigan municipal corporation, with its principal offices located at 1155 - 28th Street, S.W., Wyoming, Michigan (the "City"), and the **FAIR HOUSING CENTER OF WEST MICHIGAN**, a Michigan non-profit corporation, located at 20 Hall Street SE, Michigan 49507 (the "Center").

Preliminary Statement

The City wishes to promote and ensure that fair housing is available throughout the City. The Center was formed for the express purpose of promoting fair housing throughout the Grand Rapids metropolitan area and wishes to assist the City in promoting fair housing as defined by Title VIII of the Civil Rights Act of 1968, as amended, the Elliott-Larsen Civil Rights Act of the State of Michigan, as amended, the Michigan Handicapper Civil Rights Act, as amended, and the City of Wyoming Fair Housing Ordinance. This Agreement is entered into to provide the terms and conditions under which the Center will assist the City in promoting fair housing.

Agreement

In consideration of the facts stated above and the mutual promises set forth in this Agreement, the City and the Center agree as follows:

1. Term. The activities described in this Agreement are to begin on July 1, 2012, and are to be completed no later than June 30, 2013. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.
2. Termination. This Agreement shall automatically terminate as of June 30, 2013, unless renewed for successive one (1) year terms by written agreement of both parties. The City and the Center shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party. In the event of early termination, the amount of payment to the Center shall be pro-rated according to the schedule set forth in Paragraph 4.
3. Services:
 - A. Complaint Assistance/Investigation. The Center shall provide technical assistance in response to any and all questions regarding housing discrimination within the City which the Center may receive, from any source, during the term of this Agreement. The Center shall receive, review, investigate and process all complaints of housing discrimination from residents of the City or persons wishing to reside in the City which the Center may receive from any source during the term of this Agreement. The Center shall provide referral information and materials to City staff in order to facilitate reception of questions related to

fair housing and complaints of housing discrimination within the City. If on the date this Agreement terminates the Center has not completed processing one or more complaints, the Center shall complete its regular processing of those complaints at no extra charge.

- B. Housing Testing. The Center will conduct housing testing in the City on the basis of complaints from bona fide home seekers, of illegal discrimination received from sources other than complainants, or on a survey basis as dictated by local advertising and/or availability. The Center shall conduct a minimum of fifteen (15) such housing tests during the term of this Agreement. Except where the variable to be tested is determined by a related, bona fide complaint, all housing tests shall be designed to detect discrimination on the basis of familial status (families with children). All housing testing, including complaint-based testing, will be conducted by trained testers according to generally-accepted housing testing methodology in order to obtain evidence of discriminatory patterns and/or practices. In the absence of an individual complaint, the Center will initiate enforcement action on behalf of the City in those cases where evidence of discrimination exists.
- C. Outreach and Education. The Center will conduct a community outreach program to educate housing consumers, professionals and the general public concerning fair housing. As part of a comprehensive, regional program, the Center will disseminate fair housing information to housing consumers, and housing/human service agencies in order to educate them about housing rights, and to increase awareness and reporting of discriminatory practices. The Center will also provide fair housing information to sales, rental, and lending professionals in order to encourage their voluntary compliance with federal, state and local fair housing laws. The Center will conduct one 3-hour Fair Housing training session at an accessible Wyoming location, designed to increase voluntary compliance with fair housing laws throughout the Wyoming housing industry including both the real estate and rental industry. The Center will continue to disseminate materials on a community-wide basis in order to promote understanding of fair housing and the benefits thereof, and to increase general public awareness regarding equal access to housing opportunity.

Outreach materials will include (but will not be limited to) organizational newsletters, Publisher's Notices in publications accepting housing advertising, and video, audio and print public service announcements (PSA) designed by the National Fair Housing Alliance (NFHA) with the support of the Department of Housing & Urban Development (HUD) to promote the identification and reporting of housing discrimination.

All Wyoming outreach and educational activities accomplished shall be documented in the mid and final reports.

4. Payment. In consideration for the services, the City shall pay the Center a total of Seventeen Thousand Dollars (\$17,000.00) as follows:
 - A. Five Thousand Six Hundred Sixty Six Dollars (\$5,666.00) upon execution of the Agreement,
 - B. Five Thousand Six Hundred Sixty Seven Dollars (\$5,667.00) upon submission of a mid-performance report by the Center to the City to be submitted no earlier than January 1, 2013, and no later than February 1, 2013; and
 - C. Five Thousand Six Hundred Sixty Seven Dollars (\$5,667.00) upon completion of the Center obligations under this Agreement.

If this Agreement is terminated before June 30, 2013, the payment owed to the Center shall be pro-rated based on the number of days the Agreement was in effect.

5. Reports. Upon execution of this Agreement, the Center shall provide the City with a copy of its most recent audit report. In addition, all records and documents maintained by the Center in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager. The Center shall provide the City with a mid-period report, and a comprehensive final report of the Center activities in connection with this Agreement upon completion of the services.
6. Independent Contractor. The Center shall perform the services as an independent contractor, and neither the Center nor any of its employees shall be considered an employee of the City at any time during the term of this Agreement.

7. Indemnification. The Center agrees to hold the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses, including but not limited to actual attorney fees, or on account of any or all suits for damages sustained by any persons or property resulting in whole or in part from the performance or omission of any officer, employee, agent, or representative of the Center.

8. Insurance. The Center shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance:
 - A. Workman's Compensation with the limits of not less than \$500,000;
 - B. Contractor's Public Liability, naming the City as an additional insured, with limits of not less than 1,000,000 to protect the successful bidder and the City against claims for the injury or death of one or more persons and \$1,000,000 to protect the successful bidder and the City against claims for injury to or destruction of property; and
 - C. Comprehensive Automobile Liability, naming the City as an additional insured, with limits of not less than \$1,000,000

A certificate evidencing the above coverages, with a 30-day cancellation clause shall be filed with the City Clerk's office upon execution of this Agreement.

9. Compliance with Laws. The Center shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 stat. 394, which states that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Further, the Center shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement. The Center shall keep all records as may be required by applicable law, including but not limited to HUD CDBG program requirements.

10: Equal Employment Opportunity. During the performance of this Agreement, the Center agrees as follows:

- (A) The Center will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Center will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Center agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- (B) The Center will, in all solicitations or advertisements for employees placed by or on behalf of the Center, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (C) The Center will send to each labor union or representative or workers with which The Center has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Center's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The Center will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) The Center will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (F) In the event of the Center's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Center may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (G) The Center will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Center will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event the Center becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, the Center may request the United States to enter into such litigation to protect the interests of the United States."
- (H) In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
11. Assignment. This Agreement shall not be assignable by either party without the written consent of the other party to this Agreement.
12. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by certified mail, postage prepaid, addressed to the party or its address set forth above.

The City of Wyoming

Dated: _____

By _____
Jack A. Poll, Mayor

Dated: _____

By _____
Heidi A. Isakson, City Clerk

Fair Housing Center of West Michigan

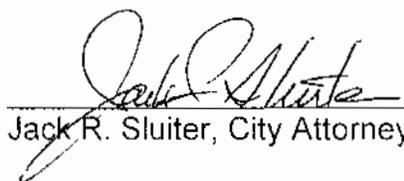
Dated: _____

By _____
Doretha Ardoin, President

Dated: _____

By _____
Nancy L. Haynes, Executive Director

Approved as to form:



Jack R. Sluiter, City Attorney

STAFF REPORT

Date: May 24, 2012

Subject: Fair Housing Center – CDBG Funding 2012-2013

From: Rebecca Rynbrandt, Director of Community Services

Cc: Nancy Haynes, Fair Housing Center of Western Michigan

Meeting Date: June 4, 2012

RECOMMENDATION:

As recommended by the citizen appointed Community Development Commission and affirmed during the FY 2013 budget review and acceptance process of the City Council, the budget of which included a grant award to the Fair Housing Center of Western Michigan (Fair Housing Center) through the Community Development Block Grant restricted funds, it is recommended the City Council now therefore enter into the attached contract with Fair Housing Center.

SUSTAINABILITY CRITERIA:

Environmental Quality – Funding shall work to ensure a variety of housing options are available throughout the community to citizens and potential citizens regardless of race, disability, familial status and any other protected class.

Social Equity – Funding shall work to eliminate discriminatory practices related to housing within the City of Wyoming.

Economic Strength – By ensuring non-discriminatory housing practices within the City of Wyoming, shelter may be obtained by all persons. Full occupancy of rental properties shall assist in the maintenance of property and commercial values. By being able to obtain housing pursuant to their income without limits related to discrimination, citizens shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. and/or enjoy housing based upon their personal preferences.

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2012 through June 30, 2013 on Monday, April 2, 2012. Included within the plan is to provide support for specific efforts to ensure housing and to address discriminatory practices related to housing within Wyoming. To this end, we are proposing a renewal of our agreement with area non-profit Fair Housing Center of Western Michigan, Inc.

This year's agreement includes 15 Fair Housing Tests, specifically targeted to address discrimination concerns related to familial status. Such evaluation tests are required by HUD regulations pertaining to entitlement communities such as the City of Wyoming.

The City of Wyoming has maintained a long standing relationship with the Fair Housing Center as no other contractor in this area provides similar services. To this end, no bids were solicited.

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$17,000.00. Sufficient funds are available in the activity account #256-400-17513-957.035.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE FINAL PAYMENT TO
PREIN AND NEWHOF FOR PREPARING A WATER RELIABILITY STUDY

WHEREAS:

1. The Michigan Department of Environmental Quality requires water supply systems to prepare and submit a Water Reliability Study every five years.
2. On September 21, 2009, the City of Wyoming authorized Prein and Newhof to prepare and submit a Water Reliability Study to the Michigan Department of Environmental Quality.
3. Additional work was required to comply with the Michigan Department of Environmental Quality which cost an additional \$3,515.34, which can be financed out of the Water Fund accounts, 591-441-56200-801000, 591-441-56700-801000, 591-591-55300-801000, 591-591-55800-801000, 591-591-56100-801000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the final payment to Prein and Newhof in the amount of \$3,515.34.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report

STAFF REPORT

DATE: May 22, 2012
SUBJECT: Final Payment – Water Reliability Study
FROM: William D. Dooley, Director of Public Works
Date of Meeting: June 4, 2012

RECOMMENDATION

The Public Works Department recommends that the City Council approve the final payment to Prein and Newhof for a Water Reliability study.

SUSTAINABILITY CRITERIA

Environmental Quality

The Water Reliability Study provides a plan to insure the environment is protected while the City provides a sufficient supply of drinking water.

Social Equity

The Water Reliability Study provides a plan for the future of the water supply system for all of the citizens of Wyoming.

Economic Strength

The Water Reliability Study provides a plan for the future of the water supply system to ensure an adequate supply of drinking water is available for current and future development.

DISCUSSION

On September 21, 2009, the City Council approved Resolution 23408 authorizing Prein and Newhof to prepare and submit a Water Reliability Study. The Michigan Department of Environmental Quality (MDEQ) requires a Water Reliability Study be completed once every five years.

Prein and Newhof submitted a proposal to complete the Water Reliability Study for \$42,962. While the proposal was anticipated to include every aspect of the MDEQ's needs, additional work was necessary during the two year project. The additional work cost \$3,515.34

BUDGET IMPACT

Sufficient funds are available in the Water Fund accounts; 591-441-56200-801000, 591-441-56700-801000, 591-591-55300-801000, 591-591-55800-801000, 591-591-56100-801000.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE A CONTRACT FOR SPECIFIC HOME REPAIR SERVICES

WHEREAS, the 2012/2013 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist moderate to low income Wyoming residents; and

WHEREAS, four programs will be administered by Home Repair Services of Kent County, namely a Minor Home Repair program, an Access Modification Program for persons with disabilities, a Foreclosure Intervention program, and an Air Sealing program; and

WHEREAS, funds shall be available for the activity under Account # 256-400-69213-956.085, now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Home Repair Services of Kent County for an amount not to exceed \$60,000.00.

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

Motion carried: ____ Yeas, ____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a _____ session held on the _____ day of _____, 2012.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachment: Contract

Resolution No. _____

CONTRACT BETWEEN
THE CITY OF WYOMING
AND
HOME REPAIR SERVICES OF KENT COUNTY, INC.
JULY 1, 2012 THROUGH JUNE 30, 2013

THIS CONTRACT, is entered into this _____ day of _____, 2012, effective from July 1, 2012 through June 30, 2013 and by and between the City of Wyoming, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, through its Community Development Section of the Planning and Development Department, hereinafter called the "City", and Home Repair Services of Kent County, Inc., a non-profit corporation organized and existing under the laws of the State of Michigan, hereinafter called the "Contractor".

WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to perform certain services and activities; and

WHEREAS, the Contractor agrees to perform such services and activities in a lawful, satisfactory and proper manner and in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City;

NOW, THEREFORE, the City and the Contractor do mutually agree as follows:

SECTION 1 - PROGRAM OBJECTIVES:

1. The program objectives of this Agreement are herein established as the standards to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Contractor.
2. The objectives are to preserve and improve the eligible housing stock within the City of Wyoming by means of:
 - a. Providing a Minor Home Repair Program. The purpose of this program is to provide small emergency home repairs to single family owner occupied households for very-low income homeowners.
 - b. Providing an Access Modification Program. The purpose of this program is to modify the homes of eligible persons with significant mobility impairment(s) to improve accessibility and usability of those houses. Participants may be homeowners or renters.
 - c. Providing a Foreclosure Intervention Program. The purpose of this program is to provide intervention and counseling services to persons facing foreclosure of their home mortgage.
 - d. Providing for an Air Sealing Program. The purpose of this program is to help reduce the heating costs for lower-income homeowners by identifying and sealing

structural air leaks as a part of a weatherization process.

SECTION 2 - GENERAL PROVISIONS FOR REPAIR PROGRAMS:
(Minor Home Repair, Access Modification, and Air Sealing Programs)

1. The Contractor shall accept all requests from eligible persons desiring home repair assistance. The Contractor shall investigate the nature of the emergency assistance desired and needed, shall take an application for said assistance, or place the request on a waiting list. When demand for Minor Home Repair, and Access Modification Program exceeds the Contractor's ability to supply the service, the Contractor shall maintain a waiting list for services. When the annual maximum has been reached for a location, the client's name may be placed on a waiting list for the next Contract year.
2. Priority for the provision of these Contract services shall be given to especially vulnerable applicants and especially serious health or safety repairs, i.e. the worst situations and/or cases shall be served first.
3. A client co-payment policy shall continue ensuring that a fee is charged to clients for Minor Home Repair and Access Modification Program, and shall set standards related to the option of co-payment responsibilities for the Air Sealing Program. The co-payment policy may be amended by the Contractor's Board of Directors upon approval by the City, and is attached to this contract.
4. If the Contractor should encounter critically needed repairs that would exceed the annual limits of the Minor Home Repair Program, those situations shall be referred to other repair/rehab programs including, but not limited to, other programs operated by the Contractor and/or the City, and the inspection reports and cost analysis information developed by the Minor Home Repair Program shall be provided to those programs. Also, in those instances where the Contractor shall encounter conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, the Contractor is authorized to contact a licensed subcontractor to provide the small emergency home repair, provided total costs do not exceed the annual maximum per location established in this Contract.
5. The Contractor or its designee shall verify the eligibility of applicants using the criteria set forth in this agreement, including the income guidelines described in an attachment to this Contract. The income guidelines for Minor Repair, Access Modification, and Air Sealing programs shall be 50% of area median income as calculated by the Federal Government.
6. The Contractor shall be properly licensed to provide the services required by this Contract. The Contractor and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Contractor agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Contractor's area of Contract activities.
8. The Contractor shall maintain insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils, subject to City

approval.

9. The Contractor may provide up to 22 hours of on-the-job training in these Repair Programs for its employees. These hours will not be charged against a homeowner's annual maximum.

SECTION 3 - MINOR HOME REPAIR PROGRAM:

1. The Contractor shall provide minor repair services, including labor and materials of subcontracted repairs, to a minimum of 60 homes of very-low income homeowners. Minor Home Repairs are defined as tasks promoting the health, safety and economical utility consumption and protection of property including appurtenant structures of the residents of homes that are otherwise habitable. The Contractor shall make the minimal necessary repair(s) to correct the problem. Home improvement does not meet this definition and decoration is not permitted. Attention should be paid, however, to aesthetic acceptability of the finished repair. Options regarding cost and appearance should be reviewed with the homeowner to assure client satisfaction. These repairs undertaken by Home Repair Services will not necessarily bring the condition of a dwelling up to building or housing code standards. The maximum amount paid by the City for Minor Home Repair Program services under this Contract shall be \$34,000 except as revised by Sections 15, 16, and 17.
2. The Contractor shall service the homes of eligible owner-occupants up to a maximum of \$1,500.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of the Contractor's Executive Director, providing funds are available.
3. Those labor costs which shall be applied toward the dollar limit per location shall include only time at the work site, coffee breaks, traveling to and from the job site, in the shop, buying materials and filling out the appropriate paperwork. The unit of service for this Contract shall be the "service hour" which is defined as all of the above plus site inspections and on-the-job training.
4. The Contractor shall review with each homeowner receiving service which Minor Home Repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
5. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.
6. The Contractor shall not provide services to mobile homes unless the home is on property owned by the occupant and permanently affixed to the property.

SECTION 4 - ACCESS MODIFICATION PROGRAM:

1. This program will improve the homes of persons with significant mobility impairments to improve the accessibility of those houses. This may include but not be restricted to:

a ramp, doorway widening, hand rails, bathroom grab bars, etc. Recipients must have received an Access Modification Survey conducted by a qualified organization approved by the City and only improvements listed on that survey shall be provided. The Access Modifications limit per location is \$3,000. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by the Contractor's Executive Director in accordance with the Contractor's rules governing such situations. The maximum amount paid by the City for the Access Modification Program services under this Contract shall not exceed \$16,000 except as revised by Sections 15, 16, and 17.

2. The Contractor shall review with each participant receiving service which modifications are to be performed and confirm the participant's choice to proceed with the program prior to beginning the modifications and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
3. The Contractor shall provide labor and subcontracted work for access modifications to be spread among at least 4 households.
4. This program will be available both to rental units as well as owner occupied units. In the case of rental units the landlord must give permission in writing to make the modifications and agree not to remove them if the disabled tenant moves out.
5. Only those access modifications that are physically attached to the structure will be provided by this program.
6. Wheel chair ramps or other exterior modifications may be provided anywhere in the City of Wyoming.
7. This service will not be available to housing units required to be accessible or adaptable under the Fair Housing Act.
8. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.

SECTION 5 – FORECLOSURE INTERVENTION PROGRAM

1. The contractor shall provide foreclosure intervention services to a minimum of 125 Wyoming low income homeowners. These services shall include intake assessments, individualized counseling, group education through economic literacy classes, or referrals.
2. The contractor shall also provide any necessary outreach and marketing for this program.
3. The contractor shall provide education and counseling to help the homeowners avoid predatory lenders and secure less costly prime loans. This may include individual counseling or group classes.

4. The maximum amount paid by the City for Foreclosure Intervention services under this contract is \$8,000, except as revised by Sections 15, 16, and 17. .

SECTION 6 – AIR SEALING PROGRAM

1. This program shall help moderate and lower-income City of Wyoming homeowners reduce their home heating costs by identifying and sealing structural air leaks as a part of a weatherization process. Further, to be program eligible the house must:
 - a. Have a high rate of infiltration (ACHn)
 - b. A high percentage of that infiltration must be from identifiable sources (visual or ZPD)
2. The contractor or their sub-contractor will rely on blower door test results, thermal imaging and computer software to identify which houses will have the most cost effective results and to diagnose and locate the leaks for each house.
3. The contractor or their sub-contractor shall review with each homeowner which repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work, and shall secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
4. The contractor or their sub-contractor shall not provide services to mobile or manufactured homes unless the home is on the property owned by the occupant and permanently affixed to the property.
5. The contractor shall provide air sealing services to a minimum of one (1) Wyoming low income homeowners. The maximum amount spent on air sealing services per home shall be \$2,500.
6. The maximum amount paid by the City for the Air Sealing Program shall be \$2,000, except as revised by Sections 15, 16, and 17..
7. Subject to CONTRACTOR policies, co-pays may be required or shall be deemed optional of homeowners for air sealing services and repairs. All co-payments made as a result of this Agreement shall be considered program income.

SECTION 7 - WARRANTY/APPEAL:

1. Contractor Minor Home Repair/Accessibility Modifications/Air Sealing files shall include invoices and payments made with a work list of tasks, materials and costs for the hours and the number of person-hours involved for each location. Any homeowner desiring a detailed report of labor and/or materials for a particular job shall be provided with this itemization upon request. Each case record shall show an approval by the homeowner with a dated signature showing receipt of work completed without waiving Contractor liability. Further requirements may be introduced to facilitate quality control site visits.

2. The Contractor agrees to provide in writing to each Minor Home Repair/Accessibility Modifications recipient a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. The opening of plugged drains, roof repair, and patching concrete steps are specifically excluded from the warranty. The Contractor shall submit an annual report to the City identifying warranty repairs for each of the programs. This provision shall not apply to the Air Sealing Program.

SECTION 8 - LOSS OF CLIENT ELIGIBILITY:

1. The Contractor may withhold services for a period of one year and demand full restitution from any client who has defrauded the program. City staff shall be notified of the full circumstances in writing of each case.
2. The Contractor may deny all services to a client who has been physically or verbally threatening to the Contractor's staff. City shall be notified in writing of each such case.
3. In the cases where the client refuses to sign the Service Agreement indicating satisfactory completion of work because of a conflict involving quality of work or warranty, the client shall be directed to the Contractor's complaint policy.
4. The Contractor may either double the normal co-payment or charge or refuse to do the work altogether in cases where there is serious neglect or abuse of the house by the homeowner, upon review and approval by the City.

SECTION 9 - HOUSES FOR SALE/RENTAL UNITS:

1. The Contractor shall not provide labor related services to homes that are listed for sale.
2. Only 1-4 unit residential dwellings are eligible. If a dwelling has more than one unit, one of the units must be occupied by the participant.
3. Minor Home Repair/Air Sealing shall not be provided to the rental portions of owner occupied multifamily houses unless:
 - a. The rental unit is occupied by a relative and
 - b. The household income of the rental unit combined with the owner's household income falls within the income guidelines.
 - c. The Access Modifications shall be available to both homeowners and renters who meet the income guidelines.

SECTION 10 - OVERRUNS:

It is acknowledged that the Contractor has a limited ability to pay for unanticipated costs. The dollar limit per location for repairs is established to help the Contractor and the homeowner avoid extensive work which could reduce the total number of households to be assisted. The Contractor shall submit an annual report detailing the overruns of the Minor Home Repair, Access Modification Program and Air Sealing Program.

SECTION 11 - RECORDS:

1. Each Job Cost Report shall contain a telephone number and other identification of the homeowner, and all Job Cost Report forms shall be identified to assist in the sample inspections. A reasonable effort must be made to obtain the homeowner's signed approval that "the work appears" satisfactory after completion of the work. A description of the work shall be kept in the client's file. Each Job Cost Report shall identify the number, and cost of units of labor and total cost of materials, labor, and subcontractors.
2. The Contractor shall maintain inventory and financial records, as cited within this Contract, sufficient to document all inventory dispositions and financial transactions in compliance with CDBG regulations.
3. Unless otherwise expressly authorized by the City, the Contractor shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
4. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Contractor until all litigation, claims or audit findings involving the records have been resolved.

SECTION 12 - REPORTS AND INFORMATION:

1. Financial Records and Reports. The Contractor agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Contractor shall conform to the regulations found at 24 CFR Part 85 and OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."
2. Administrative Practices and Policies. The Contractor shall submit its "administrative practices and policies" to the City for review within sixty (60) days of execution of this Contract. The administrative practices and policies shall include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Contractor's Board of Directors adopting and/or readopting the original and/or revised administrative practices and policies.
3. Equal Opportunity Employment. During the performance of this Agreement, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national

origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. Contractor will send to each labor union or representative or workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Contractor will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. Contractor will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any

subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, Contractor may request the United States to enter into such litigation to protect the interests of the United States."

- h. In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
4. Community Development Program Reports. The Contractor shall maintain case files on each household served which include name, address, target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July, 31, 2012:
- a. An annual performance report, detailing levels of service given by each program.
 - b. An annual and unduplicated demographic report counting all households served by the Contractor with City Community Development funds in each separate program broken down as follows:
 - (1). Race
 - (2). Age
 - (3). Female Head of Household

In addition, the Contractor agrees to submit special reports when requested.

Section 13: HUD SECTION "3" PROVISION OF TRAINING AND EMPLOYMENT OF LOW AND VERY LOW INCOME PERSONS:

1. Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u)(as amended) and (24CFR135), requires that employment and training opportunities generated by HUD funded housing rehabilitation, housing construction, or public construction projects, to the greatest extent feasible, be given to low income persons (those who's household income is at or below 80% of the area median income) and are located in the metropolitan area and to businesses that are owned by Section 3 residents (51% or more) or that employ Section 3 residents (at least 30% of their work force) or that subcontract work with Section 3 businesses (25% or more of their subcontracts).
2. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

3. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

4. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

5. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

6. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(F) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

SECTION 14 - TIME OF PERFORMANCE:

1. On July 1, 2012, the Contractor shall commence performance of the services and activities required under this Contract.
2. The Contractor shall continue to perform such services and activities until the expiration of this Contract on June 30, 2012, unless otherwise terminated pursuant to the terms of this Contract.

SECTION 15 - COMPENSATION AND METHOD OF PAYMENT:

1. As full compensation for the Contractor's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Contractor an amount up to Fifty Thousand and 00/100 dollars (\$50,000.00) from the City's Community Development Block Grant funds for the programs listed below.

* Minor Home Repair	\$34,000.00
* Access Modification Program	\$16,000.00
* Foreclosure Intervention	\$8,000.00
* Air Sealing Program	\$2,000.00
	<hr/>
	\$60,000.00

The amount for each program may be transferred between programs by permission of the City (by the Community Services Director).

2. It is expressly understood by and between the City and the Contractor that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Contractor pursuant to this Contract, exceed the maximum sum of Fifty Thousand and no/100 dollars (\$60,000.00) from the City's Community Development Block Grant funds.
3. The Contractor agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
4. The Contractor agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Contractor.

SECTION 16 - CONTINUED FUNDING:

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 33.

SECTION 17 - FINANCE PROCEDURES:

1. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Contractor, notwithstanding any other provision of this Contract, upon written notice to the Contractor when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.
2. Any unearned payments under this Contract may be suspended by the City upon the Contractor's refusal to accept and comply with any additional conditions or requirements of the City.
3. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

SECTION 18 - DONATION AND FEES:

Donations and fees which are received by the Contractor in connection with provision of services with this Contract shall be included in its monthly financial reports in a balance sheet and operating statement presentation showing disposition of such donations and

fees.

SECTION 19 - CONTRACT MODIFICATIONS:

The City, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which the Contractor is required to perform pursuant to this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Contractor, and incorporated into written amendments to this Contract after approval by the City.

SECTION 20 - CONTRACTOR'S FAILURE OF PERFORMANCE:

The failure of the Contractor to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.

- i. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.
- ii. In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify the Contractor and allow the Contractor ten (10) days to cure any such failure to perform work or services in a timely manner.
- iii. In the event the Contractor fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (ii) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Contractor.
- iv. Reduction of Compensation by the City. In the event the Contractor fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may, in its sole discretion, reduce or modify the compensation payable hereunder to the Contractor in a manner which appropriately reflects such reduction or diminution of services or activities.
- v. Termination by the City:
 1. In the event the Contractor fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the City, in its sole discretion and without notice may terminate this Contract with no further liability to the Contractor beyond that expressly provided by this contract.
 2. In the event this Contract is terminated:
 - A. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Contractor with City funds pursuant to the Contract, shall become the property of the City; and
 - B. The Contractor shall receive just and equitable compensation for any work

which the Contractor satisfactorily completed pursuant to this Contract, subject to subsection (3) (b) below.

- C. It is agreed that nothing contained herein shall:
- a. Deprive the City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Contractor upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b. Relieve the Contractor of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Contractor; and if it sustains such damages, the City may withhold as a set off any payments due the Contractor, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

SECTION 21 - AUDITS AND INSPECTIONS:

1. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Contractor shall:
 - a. Make available to the City all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
 - b. Permit the City to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
 - c. Allow the City to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source.
2. Within one hundred eighty (180) days after the end of its fiscal year, the Contractor shall provide to the City an audit meeting the requirements of OMB Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations."

SECTION 22 - CONFLICT OF INTEREST:

1. The Contractor covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
2. The Contractor shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

SECTION 23 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:

The Contractor shall not assign or transfer, whether by assignment or notation, any

interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the Contractor from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Contractor shall promptly notify the City of any such assignment or transfer.

SECTION 24 - LOBBYING AND POLITICAL ACTIVITIES:

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature or the City Council.

SECTION 25 - "SAVE HARMLESS" CLAUSE:

The Contractor shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Contractor shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the Contractor or its subcontractors. The insurance coverage specified herein and in the special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Contractor under the terms and conditions of this Contract. The Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

SECTION 26 - CIVIL RIGHTS:

1. The Contractor agrees that it will not discriminate as to provision of services pursuant to this Contract based on race, color, religion, national origin, age, sex, height, weight, handicap, source of income, familial status or marital status.
2. The Contractor agrees that it will not discriminate as to hiring or terms or conditions of employment based on race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration

for employment without regard to race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.

4. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

SECTION 27 - COMPLIANCE WITH THE LAW:

In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Contractor shall comply with all applicable Federal, State and local laws including the Architectural Barrier Act of 1968 (Barrier Free Design Act) (20 USC 293, as amended by 29 USC 706) and where applicable in relation to construction activities the Davis-Bacon Act, as amended (40 USC 276a-5); Copeland Anti-Kickback Act (18 USC 874 as supplemented by 29 CFR, Part 3) and Federal Fair Labor Standards provision as amended (52 Stat. 1060; USCA 201 et. seq., 40 USC 327, 5 USC 1332-15) Section 2 of the Act of June 13, 1934, as amended (40 USC 276c).

SECTION 28 - SEVERABILITY OF PROVISIONS:

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

SECTION 29 - WAIVER:

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.

SECTION 30 - DISCLOSURE OF CONFIDENTIAL MATERIAL:

All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

SECTION 31 - CITY DEPARTMENT OR OFFICE:

It is agreed by the parties hereto that the City's Community Development Section of the Planning and Development Department shall be responsible for the administration of this Contract on behalf of the City; provided, however, that authority and responsibility for the administration of this Contract may be transferred to any other office or department of the City, by the City in its sole discretion.

SECTION 32 – FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. The Contractor will comply with the requirements and standards specified in the following federal regulations:

- a. OMB Circular A-122, "Cost Principles for Non-Profit Organizations".
- b. OMB Circular A-110 (Attachments A, B, C, F, H, N and O), "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".
- c. OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions".
- d. Subpart K of 24CFR570, "Other Program Requirements", except that the Contractor does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

SECTION 33 - TERMINATION AT CITY'S ELECTION:

The City may, upon thirty (30) days written notice to the Contractor, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Contractor is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Contractor, the City shall not be obligated to supply financial assistance in an amount greater than the average monthly payment to the Contractor over the proceeding months of this Contract. Average monthly payment, for the purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amount of monies expended over such period. The City shall also compensate the Contractor for any required expenses in excess of the average monthly payment.

SECTION 34 – REVERSION OF ASSETS

When this contract ends, the Contractor must transfer to the City any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies. Since no CDBG

When this contract ends, the Contractor must transfer to the City any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies. Since no CDBG funds will be used for the acquisition or improvement of real property, disposition requirements are not necessary.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first above written.

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor Date

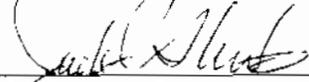
By: _____
Heidi A. Isakson, City Clerk Date

HOME REPAIR SERVICES OF KENT COUNTY,
INC.

By: _____
Rich Kogelschatz, Chairperson Date

By: _____
David Jacobs, Executive Director Date

Approved as to form:



Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE
BYRON CENTER AVENUE BIKE PATH FROM M-6 TO METRO WAY

WHEREAS:

1. The City of Wyoming fully improved Byron Center Avenue in 2004 with sidewalk extending southerly to Metro Way.
2. The Michigan Department of Transportation completed the M-6 pedestrian trail in 2010 crossing Byron Center Avenue just south of the City limit.
3. The City of Wyoming has developed a plan in coordination with the Michigan Department of Transportation and the Kent County Road Commission to connect the sidewalk along Byron Center Avenue with the M-6 Trail along the north side of M-6.
4. On May 22, 2012, the City received four (4) bids for the proposed work with Jack Dykstra Excavating Inc. submitting the low bid of \$95,407.38.
5. The bid is \$30,965.62 or 24.5% below the Engineer's estimate and is in the best interest of the City to perform the aforementioned work.
6. The total cost for this project will be shared by the various jurisdictions responsible for the maintenance of Byron Center Avenue, the City of Wyoming and the Kent County Road Commission as follows:

City of Wyoming	\$ 75,000.00
Kent County Road Commission	<u>\$ 40,000.00</u>
Total Project Cost	\$115,000.00

7. Wyoming's share for the project can be financed out of the Capital Improvements Program, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the Byron Center Bike Path from M-6 to Metro Way contract to Jack Dykstra Excavating Inc. in the amount of \$95,407.38.
2. The City Council hereby approves the attached budget amendment.

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

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

Heidi A. Isakson, Wyoming City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: June 4, 2012

Budget Amendment No. 046

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate and reclassify \$115,000 of budgetary authority to Award a Contract for the Construction of the Byron Center Avenue Bike Path from M-6 to Metro Way and to record Kent County Road Commissions share of the project 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>				
Contributions from Local Units - Kent County Road Commission CS 2012CP.Byron Center Avenue Bike Path 400-583.141 2012CP.Byron Center Bike Path	\$0	\$40,000		\$40,000
Public Works - Major Street Construction - Capital Outlay 2012CP.Byron Center Avenue Bike Path 400-441-50200-972.502 2012CP Byron Center	\$0	\$115,000		\$115,000
Public Works - Major Street Construction - Capital Outlay 2010CP Resurfacing Major Streets 00-441-50200-972.502 2010CP Resurfacing M\$	\$493,250		\$75,000	\$418,250
Fund Balance/Working Capital				

Recommended: _____
Finance Director
City Manager

Motion by Councilmember _____, seconded by Councilmember _____
 that the General Appropriations Act for Fiscal Year 2011-2012 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

City of Wyoming Bid Comparison

Contract ID: 139.09
Contract Year: 2012
Description: Byron Center Ave. Bike Path
Location: Byron Center Ave. Bike Path
Projects(s): Byron Center Ave. Bike Path

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$126,373.00	32.45%	0%
1	(04145) Jack Dykstra Excavating Inc	\$95,407.38	0%	-24.50%
2	(04911) Katerberg-Verhage, Inc.	\$115,320.00	20.87%	-8.74%
3	(9) Kamminga & Roodvoets, Inc	\$134,773.32	41.26%	6.64%
4	(2) Diversco Construction Co. Inc.	\$142,536.00	49.39%	12.78%

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Jack Dykstra Excavating Inc Bid Price	Total	(2) Katerberg-Verhage, Inc. Bid Price	Total
0001	1008	REMOVE CURB & GUTTER	160.00	FT	\$15.00	\$2,400.00	\$6.00	\$960.00	\$4.35	\$696.00
0002	1045	REMOVE PAVEMENT	132.00	SY	\$12.00	\$1,584.00	\$3.00	\$396.00	\$2.95	\$389.40

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE	(1) Jack Dykstra Excavating Inc	(2) Katerberg-Verhage, Inc.
Description				Bid Price	Bid Price	Bid Price
				Total	Total	Total
0003	1050 REMOVE PAVEMENT MARKINGS	280.00	Lft	\$5.00 \$1,400.00	\$2.50 \$700.00	\$2.65 \$742.00
0004	4107 F & LAY FLARED END SECTION 36" C76 CLIII	1.00	EA	\$600.00 \$600.00	\$250.00 \$250.00	\$750.00 \$750.00
0005	4180 STORM SEWER, 12" HDPE	15.00	Ft	\$15.00 \$225.00	\$28.00 \$420.00	\$14.00 \$210.00
0006	4190 12" HDPE FLARED END SECTION WITH GRATE	2.00	Ea	\$150.00 \$300.00	\$200.00 \$400.00	\$240.00 \$480.00
0007	4273 STORM SEWER CL III 36" 0' TO 14' DEEP	9.00	LF	\$130.00 \$1,170.00	\$70.00 \$630.00	\$100.00 \$900.00
0008	5065 ADJUST EX VALVE BOX	1.00	EA	\$250.00 \$250.00	\$150.00 \$150.00	\$180.00 \$180.00
0009	6012 EMBANKMENT	2,240.00	Cyd	\$8.00 \$17,920.00	\$7.80 \$17,472.00	\$9.75 \$21,840.00
0010	6114 STREET GRADE	1,505.00	LF	\$10.00 \$15,050.00	\$2.67 \$4,018.35	\$7.40 \$11,137.00
0011	6139 4" AGGREGATE BASE(CIP)	1,799.00	Syd	\$5.00 \$8,995.00	\$5.07 \$9,120.93	\$3.75 \$6,746.25
0012	6215 SIDEWALK RAMP, ADA	400.00	Sft	\$3.40 \$1,360.00	\$4.50 \$1,800.00	\$4.50 \$1,800.00
0013	6240 CONCRETE CURB AND GUTTER, 30"	80.00	Lft	\$15.00 \$1,200.00	\$20.00 \$1,600.00	\$19.00 \$1,520.00
0014	6295 ADJUST CASTINGS	3.00	EA	\$300.00 \$900.00	\$300.00 \$900.00	\$255.00 \$765.00
0015	6329 BITUMINOUS MIXTURE - 13A	179.00	T	\$68.00 \$12,172.00	\$70.00 \$12,530.00	\$71.85 \$12,861.15
0016	7005 TOP SOIL 4" SCREENED	4,064.00	SY	\$4.00 \$16,256.00	\$2.00 \$8,128.00	\$3.45 \$14,020.80
0017	7015 CLASS A SEED HYDRO-MULCH	4,064.00	SY	\$1.00 \$4,064.00	\$0.60 \$2,438.40	\$0.54 \$2,194.56
0018	7020 MULCH BLANKET	2,835.00	SY	\$5.00 \$14,175.00	\$1.10 \$3,118.50	\$1.50 \$4,252.50

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Jack Dykstra Excavating Inc Bid Price	Total	(2) Katerberg-Verhage, Inc. Bid Price	Total
0019	7022	SOIL EROSION SILT FENCE	2,002.00	LF	\$4.00	\$8,008.00	\$1.30	\$2,602.60	\$1.50	\$3,003.00
0020	7040	RELOCATE FENCE	219.00	LF	\$10.00	\$2,190.00	\$15.00	\$3,285.00	\$15.70	\$3,438.30
0021	7056	MOVE & REPLANT TREES 2'-8" DIA	5.00	EA	\$500.00	\$2,500.00	\$300.00	\$1,500.00	\$500.00	\$2,500.00
0022	8010	MINOR TRAFFIC CONTROL DEVICES	1.00	LS	\$3,000.00	\$3,000.00	\$2,925.00	\$2,925.00	\$3,712.24	\$3,712.24
0023	8100	BARRICADE TYPE II LIGHTED - FURNISHED	40.00	EA	\$20.00	\$800.00	\$18.00	\$720.00	\$20.00	\$800.00
0024	8101	BARRICADE TYPE II LIGHTED - OPERATED	40.00	EA	\$10.00	\$400.00	\$1.00	\$40.00	\$5.00	\$200.00
0025	8120	LIGHTED ARROW TYPE A - FURNISHED	1.00	EA	\$300.00	\$300.00	\$450.00	\$450.00	\$500.00	\$500.00
0026	8121	LIGHTED ARROW TYPE A - OPERATED	1.00	EA	\$150.00	\$150.00	\$100.00	\$100.00	\$110.00	\$110.00
0027	8030010	Detectable Warning Surface	20.00	Ft	\$30.00	\$600.00	\$33.45	\$669.00	\$62.00	\$1,240.00
0028	8110041	Pavt Mktg, Ovlv Cold Plastic, 12 inch, Crosswalk	252.00	Ft	\$2.00	\$504.00	\$6.80	\$1,713.60	\$7.15	\$1,801.80
0029	8200120	Pushbutton	1.00	EA	\$400.00	\$400.00	\$1,670.00	\$1,670.00	\$630.00	\$630.00
0030	8200123	Pushbutton Pedestal, Alum	1.00	EA	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$1,575.00	\$1,575.00
0031	8200336	TS, Pedestrian, One Way Bracket Arm Mtd (LED)	2.00	EA	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,575.00	\$3,150.00
0032	8200339	TS, Pedestrian, Two Way Bracket Arm Mtd (LED)	2.00	EA	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00	\$1,850.00	\$3,700.00
0033	8200347	TS, Pedestrian, Two Way Pedestal Mtd (LED)	1.00	EA	\$1,700.00	\$1,700.00	\$6,700.00	\$6,700.00	\$7,475.00	\$7,475.00

Countdown

Line Description	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	(1) Jack Dykstra Excavating Inc Bid Price	(2) Katerberg-Verhage, Inc. Bid Price
				Total	Total	Total
Bid Totals:				\$126,373.00	\$95,407.38	\$115,320.00

Line	Pay Item Code	Quantity	Units	(3) Kamminga & Roodvoets, Inc Bid Price	Total	(4) Diversco Construction Co. Inc. Bid Price	Total	Bid Price	Total
0001	1008 REMOVE CURB & GUTTER	160.00	Ft	\$10.00	\$1,600.00	\$10.00	\$1,600.00		
0002	1045 REMOVE PAVEMENT	132.00	SY	\$12.00	\$1,584.00	\$10.00	\$1,320.00		
0003	1050 REMOVE PAVEMENT MARKINGS	280.00	Lft	\$2.50	\$700.00	\$2.50	\$700.00		
0004	4107 F & LAY FLARED END SECTION 36" C76 CLIII	1.00	EA	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00		
0005	4180 STORM SEWER, 12" HDPE	15.00	Ft	\$30.00	\$450.00	\$45.00	\$675.00		
0006	4190 12" HDPE FLARED END SECTION WITH GRATE	2.00	Ea	\$450.00	\$900.00	\$500.00	\$1,000.00		
0007	4273 STORM SEWER CL III 36" 0' TO 14' DEEP	9.00	LF	\$100.00	\$900.00	\$150.00	\$1,350.00		
0008	5065 ADJUST EX VALVE BOX	1.00	EA	\$300.00	\$300.00	\$400.00	\$400.00		
0009	6012 EMBANKMENT	2,240.00	Cyd	\$9.20	\$20,608.00	\$13.00	\$29,120.00		
0010	6114 STREET GRADE	1,505.00	LF	\$14.00	\$21,070.00	\$18.00	\$27,090.00		
0011	6139 4" AGGREGATE BASE(C/P)	1,799.00	Syd	\$5.00	\$8,995.00	\$4.00	\$7,196.00		
0012	6215 SIDEWALK RAMP, ADA	400.00	Sft	\$5.00	\$2,000.00	\$6.00	\$2,400.00		
0013	6240 CONCRETE CURB AND GUTTER, 30"	80.00	Lft	\$25.00	\$2,000.00	\$20.00	\$1,600.00		
0014	6295 ADJUST CASTINGS	3.00	EA	\$375.00	\$1,125.00	\$450.00	\$1,350.00		
0015	6329 BITUMINOUS MIXTURE - 13A	179.00	T	\$67.58	\$12,096.82	\$70.00	\$12,530.00		
0016	7005 TOP SOIL 4" SCREENED	4,064.00	SY	\$2.50	\$10,160.00	\$4.00	\$16,256.00		

Line	Pay Item Code	Description	Quantity	Units	(3) Kamminga & Roodvoets, Inc Bid Price	Total	(4) Diversco Construction Co. Inc. Bid Price	Total	Bid Price	Total
0017	7015	CLASS A SEED HYDRO-MULCH	4,064.00	SY	\$0.50	\$2,032.00	\$0.75	\$3,048.00		
0018	7020	MULCH BLANKET	2,835.00	SY	\$0.90	\$2,551.50	\$2.00	\$5,670.00		
0019	7022	SOIL EROSION SILT FENCE	2,002.00	LF	\$1.20	\$2,402.40	\$2.00	\$4,004.00		
0020	7040	RELOCATE FENCE	219.00	LF	\$16.00	\$3,504.00	\$17.00	\$3,723.00		
0021	7056	MOVE & REPLANT TREES 2"-8" DIA	5.00	EA	\$200.00	\$1,000.00	\$400.00	\$2,000.00		
0022	8010	MINOR TRAFFIC CONTROL DEVICES	1.00	LS	\$17,030.00	\$17,030.00	\$4,500.00	\$4,500.00		
0023	8100	BARRICADE TYPE II LIGHTED - FURNISHED	40.00	EA	\$25.00	\$1,000.00	\$20.00	\$800.00		
0024	8101	BARRICADE TYPE II LIGHTED - OPERATED	40.00	EA	\$1.00	\$40.00	\$1.00	\$40.00		
0025	8120	LIGHTED ARROW TYPE A - FURNISHED	1.00	EA	\$500.00	\$500.00	\$500.00	\$500.00		
0026	8121	LIGHTED ARROW TYPE A - OPERATED	1.00	EA	\$1.00	\$1.00	\$100.00	\$100.00		
0027	8030010	Detectable Warning Surface	20.00	Ft	\$98.00	\$1,960.00	\$65.00	\$1,300.00		
0028	8110041	Part Mfkg, Ovly Cold Plastic, 12 inch, Crosswalk	252.00	Ft	\$6.80	\$1,713.60	\$7.00	\$1,764.00		
0029	8200120	Pushbutton	1.00	EA	\$600.00	\$600.00	\$800.00	\$800.00		
0030	8200123	Pushbutton Pedestal, Alum	1.00	EA	\$1,500.00	\$1,500.00	\$800.00	\$800.00		
0031	8200336	TS, Pedestrian, One Way Bracket Arm Mtd (LED)	2.00	EA	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00		
0032	8200339	TS, Pedestrian, Two Way Bracket Arm Mtd (LED)	2.00	EA	\$1,750.00	\$3,500.00	\$1,750.00	\$3,500.00		

Contract #139,09
MERLBids 4.4.5

Line	Pay Item Code	Quantity	Units	(3) Kamminga & Roodvoets, Inc	(4) Diversco Construction Co. Inc.	Bid Price	Total
0033	8200347	1.00	Ea	\$6,700.00	\$2,000.00	\$2,000.00	
TS, Pedestrian, Two Way Pedestal Mtd (LED)				Total			
Countdown							
Bid Totals:				\$134,773.32	\$142,536.00		

Staff Report

Date: May 30, 2012

Subject: Byron Center Avenue Bike Path from M-6 to Metro Way - Award of Bid

From: William D. Dooley, Director of Public Works

Meeting Date: June 4, 2012

Recommendation:

Staff recommends awarding the Byron Center Avenue Bike Path from M-6 to Metro Way to Jack Dykstra Excavating Inc. for submitting the low bid of \$95,407.38, 24.5% below the Engineer's estimate.

Sustainability Criteria:

Environmental Quality – Pathways allow means for alternative travel other than a car, conserving fuel and reducing pollution.

Social Equity – The trail is designed to provide connectivity through Wyoming and is available for all to use.

Economic Strength – Providing well maintained trails through Wyoming adds to the economic strength of a community allowing safe and efficient alternative means of travel.

Discussion:

On May 22, 2012, the City of Wyoming received four (4) bids for the Byron Center Avenue Bike Path from M-6 to Metro Way with Jack Dykstra Excavating Inc. submitting a low bid of \$95,407.38 which is 24.5% below the Engineer's estimate. This project will provide a connection from the Byron Center Avenue sidewalk to the M-6 Trail and additionally provide a safer location for crossing Byron Center Avenue. The total project cost is \$115,000 including Engineering and Contingencies, and is shared between the City of Wyoming and the Kent County Road Commission based upon the actual quantities within each jurisdiction. The estimated totals for each entity is City of Wyoming \$75,000 and Kent County Road Commission \$40,000. The total cost for Wyoming can be financed out of the Capital Improvements Program, but a budget amendment is necessary.

It is recommended that the City Council award the Byron Center Avenue Bike Path from M-6 to Metro Way to Jack Dykstra Excavating Inc. in the amount of \$95,407.38.

Budget Impact:

Funds are available in the Capital Improvements Program fund, but a budget amendment is necessary.

Attachments: Bid Tabulation
Budget Amendment

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Chemicals for the Water Treatment Plant	Elhorn Engineering Company, Norit Americas Inc., Standard Purification, Hercules Incorporated, Polydyne Incorporated & Nalco Company	Bid prices as shown on the attached tabulation sheet
Chemicals for the Wastewater Treatment Plant	Kemira Water Solutions, Inc., Alexander Chemical, PVS Nolwood Chemicals, Webb Chemical Service Corp., JS Buxton Haviland Products Company	Bid prices as shown on the attached Staff Report
Liquid Polymers	Hexagon Technologies, Hercules Incorporated & Polydyne Inc.	Bid prices as shown on the attached tabulation sheet
Waterworks Fittings	Etna Supply Company	Bid prices as shown on the attached tabulation sheet

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENTS:
Staff Reports
Tabulation Sheets

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 7, 2012
Subject: Water Plant Chemical Bid Acceptance
From: Michael Averill, Operations Supervisor, WTP
Meeting Date: June 4, 2012

Recommendation:

Mar 22, 2012, eleven bids were received for Water Treatment Plant and Clean Water Plant Chemicals and liquid polymers; one hundred twenty one invitations to bid were sent to prospective bidders. It is recommended the City Council award the bid for the Water Plant Chemicals and Liquid Polymers as shown below.

- Elhorn Engineering Company for Tetra Potassium Pyrophosphate \$78.75/50# 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.

- Norit Americas Inc. for Coal Based Powdered Activated Carbon \$1,080.00/ton
- Standard Purification for Wood Based Power Activated Carbon \$1,038.00/ton

We wish to accept the following vendors for Liquid Cat-Ionic Polymers to be used with coagulation and sludge processes.

- Hercules Incorporated for Coagulant Polymer \$13,320.00 / 2000 gallons
- Polydyne Incorporated for Coagulant Cationic Polymer \$9,350.00 / 2000 gallons
- Nalco Company for Coagulant Cationic Polymer \$13,376.00 / 2000 gallons
- Hercules Incorporated for Sludge Polymer \$666.00 / 55 gallons
- Polydyne Incorporated for Sludge Polymer \$535.50 / 55gallons
- Elhorn Engineering Company for Sludge Polymer \$1,202.49 / 55 gallons

Activated Carbon is used for treating raw water at 68 degrees or higher for taste and odor compounds. This product is fed seasonally and we budget for 20 tons at \$25,620.00

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 can have a softening effect, due to the high pH of the chemical. 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 \$1,770.00.

Cationic polymer is used to facilitate the dewatering of our drinking water liquid sludge through the use of centrifuges. We budget for 8 tons at \$49,998.00.

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 27 tons at \$19,813.00.

All of the above products conform to NSF/ANSI 60 specifications for drinking water additives.

Sustainability Criteria:

Environmental Quality – By using the proper water treatment chemicals at the proper dosages the Water Treatment Plant can produce the highest quality drinking water for our customers.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social economic status. All residents enjoy access to the services provided by our water and waste water utilities.

Economic Strength – By soliciting bids for this necessary service the Utilities Department is insuring that we get the best value for this necessary service. This results in the lowest rate possible for our residents and customers.

Budget Impact:

Water Treatment Chemicals and Liquid Polymers are purchased as required throughout the year and funds are budgeted in account number 591-591-55300-740000.

The estimated expenditure for the Water Treatment Plant chemicals listed above during the coming year is expected to total approximately \$100,000.00.

Cc: Bill Dooley, Director of Public Works
Jerry Caron, Superintendent
Laura Jackson, Purchasing Department

Staff Report

Date: May 23, 2012

Subject: Clean Water Plant Chemical Bids

From: Myron Erickson, PE, Clean Water Plant Superintendent

Meeting Date: June 4, 2012

Recommendation:

It is recommended that the following chemical suppliers be awarded bids for water treatment chemicals to be used at the Clean Water Plant.

Sustainability Criteria:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan’s natural water environment and the public health of Wyoming’s citizens. Although the vast majority of the work of wastewater treatment is accomplished biologically, certain treatment chemicals are required for process control and enhancement, the control of odors, and the disinfection process.

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

Economic Strength – Proper and complete treatment of wastewater depends upon the responsible use of a small number of chemicals. The Clean Water Plant budgets annually for these materials, which can fluctuate in price.

Discussion:

On May 22, 2012, bids were opened for treatment chemicals used at the Clean Water Plant and the Drinking Water Plant following solicitation of bids from 115 companies. After review of the submitted bids, I am recommending City Council approve the following low bids.

Chemical	Award Bid to:	At the delivered price of:
Ferric Chloride	Kemira Water Solutions, Inc.	\$449.25 per ton
Sulfur Dioxide	Alexander Chemical	\$790.00 per ton
Sodium Hydroxide (bulk)	PVS Nolwood Chemicals	\$5,512.00 per 3000 gal
Sodium Hydroxide (drum)	Alexander Chemical	\$145.00 per 55 gal
Sulfuric Acid	Webb Chemical Service Corp	\$3,900.00 per 2500 gal
Liquid Lime*	JS Buxton	\$81.03 per ton
Muriatic Acid	Haviland Products Company	\$51.50 per 148-lb drum
Liquid Sodium Hypochlorite	Alexander Chemical	\$1,580.00 per 2000 gal

You will note that no company submitted bids for liquid lime. Our current supplier has agreed to continue to sell us lime for the listed rate, which is unchanged from 2011 and 2010. See his attached quote.

Polymers are very unique chemicals and there are literally thousands of different proprietary formulations. We use polymers as a dewatering agent in our waste activated sludge dewatering process. Again this year we recommend awarding bids to all of the polymer suppliers, which will give us the flexibility to use different formulations as the characteristics of our waste activated sludge change seasonally.

The attached tabulation of bid sheets shows the bid prices for polymers and chemicals.

Budget Impact:

Following is a cost comparison showing chemical costs from the prior fiscal year. With the exception of ferric chloride and muriatic acid, we are seeing a decrease in commodity costs for these chemicals.

Chemical	11-12 Price	12-13 Price
Ferric Chloride	\$432.86 per ton	\$449.25 per ton
Sulfur Dioxide	\$975.00 per ton	\$790.00 per ton
Sodium Hydroxide (bulk)	\$6,726.00 per 3k gal	\$5,512.00 per 3k gal
Sodium Hydroxide (drum)	\$210.54 per drum	\$145.00 per 55 gal
Sulfuric Acid	\$4,345.00 per 2.5k gal	\$3,900.00 per 2.5k gal
Muriatic Acid	\$40.70 per drum	\$51.50 per drum
Liquid Sodium Hypochlorite	\$2,160.00 per 2k gal	\$1,580.00 per 2k gal



May 29, 2012

City of Wyoming
Clean Water Plant
2350 Ivanrest Ave SW
Wyoming, MI 49418

To whom it may concern:

The price of CWP O Liquid Slurried Lime delivered to the City of Wyoming by J.S. Buxton, LLC will remain at last year's price of \$81.03 per ton.

If you have an questions regarding pricing or delivery, please feel free to call Stan Buxton at 231-730-5857.

Thank you-

CITY OF WYOMING, MICHIGAN

Tabulation of Bids

On Water Treatment and Clean Water Plant Chemicals

Opened By City Clerk On May 22, 2012 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, 2013

Clean Water Plant Chemicals

Company	Liquid Slurried Lime	Aqueous Iron (Ferric Chloride)	Liquefied Sulfur Dioxide		Sodium Hydroxide		Sulfuric Acid	Potassium Permanganate	Muriatic Acid	Liquid Sodium Hypochlorite
	Per Ton Delivered	Per Ton Delivered	Per Ton Delivered	Cylinder Deposit Required (Yes or No)	Per 3,000 Gallons	Per 55 Gallon Drum Delivered (In quantities of 2 drums per order)	Per 2,500 Gallons Delivered	Per 110 lb. Drum Delivered	Per 148 lb. Drum Delivered	Per 2,000 Gallons Delivered
Alexander Chemical Corporation			\$790.00	Yes	\$750.00	\$11,101.20	\$145.00			\$1,580.00
Elhorn Engineering Company								\$501.60		
Haviland Products Company						\$5,843.00			\$51.50	\$2,040.00
JCI Jones Chemical, Inc.						\$6,000.00				\$2,500.00
K.A. Steel Chemicals, Inc.						\$661.00/Dry ton delivered				\$2,980.00
PVS Nolwood Chemicals, Inc.						\$5,512.00	\$189.00	\$4,551.00	\$65.80	\$2,380.00
Kemira Water Solutions, Inc.		\$449.25								
PVS Technologies, Inc.		\$562.00								
Webb Chemical Service Corporation		\$500.00				\$6,555.00	\$190.00	\$3,900.00	\$122.00	\$2,300.00

Drinking Water Plant Chemicals

	Powered Activated Carbon	Polymer-Liquid Cat-Ionic Polymer	Polymer-Liquid Cat-Ionic Polymer	Tetra Potassium Pyrophosphate
	Per Ton Delivered	Per Bulk Shipment of 2000 gallons Delivered	Per 55 Gallon Drum Delivered	Per 50 lb. Bag Delivered
Cal-Pacific Carbon, LLC	\$1,300.00			
Elhorn Engineering Company			\$1,202.49	\$78.75
Hercules Incorporated		\$13,320.00	\$666.00	
M.L. Ball Company, Inc.	\$1,174.14			
Nalco Company		\$13,376.00		
Norit Americas, Inc.	\$1,080.00			
Polydyne, Inc.		\$9,350.00	\$535.50	
PVS Nolwood Chemicals, Inc.				\$98.50
Shannon Chemical Corporation				\$144.24
Standard Purification	\$1,038.00			
Water Solutions Unlimited				\$101.75

Liquid Polymers

Hexagon Technologies, Inc.	Hexafloc WY-23, Cationic		Hexafloc WY-175F, Cationic		Hexafloc WY-189F, Cationic	
	Per lb.	Drum Size (lbs.)	Per lb.	Drum Size (lbs.)	Per lb.	Drum Size (lbs.)
	\$1.48	440	\$1.54	450	\$1.54	450
Hercules Incorporated	Praestol K275 FLX		Praestol K144L			
\$1.48	450	\$1.48	450			
Polydyne Inc.	Clarifloc CD-1079		Clarifloc CE-1080			
\$1.24	450	\$1.24	450			

STAFF REPORT

DATE: May 22, 2012
SUBJECT: Bid Award – Waterworks Fittings
FROM: William D. Dooley, Director of Public Works
Date of Meeting: June 4, 2012

RECOMMENDATION

The Public Works Department recommends that the City Council award the bid for waterworks fittings to the lowest bidder, Etna Supply.

SUSTAINABILITY CRITERIA

Environmental Quality

Waterworks fittings are used for maintaining and repairing the water mains.

Social Equity

By maintaining and repairing the water mains, we are able to supply water to all of the citizens of Wyoming and the other communities that purchase our water.

Economic Strength

By doing business with Etna Supply, a local company, we are economically supporting our community and saving the City time and expense when picking up materials.

DISCUSSION

On April 24, 2012, the City Clerk received three bids for waterworks fittings. Twenty-nine requests for bids were sent out.

BUDGET IMPACT

Based on estimated quantities, we expect to spend approximately \$25,000. Sufficient funds have been budgeted in the Water Main Maintenance account; 591-441-56200-775000.

ATTACHMENTS:

Tabulation of Bids

**CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS**

On Waterworks Fittings

Opened By City Clerk On April 24, 2012 At 11:00 a.m. o'clock

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

Item Description	Est. Qty.	GRR Pipe Inc.		EJ USA, Inc.		Etna Supply Company	
		Unit Price	Total Price For Est. Qty.	Unit Price	Total Price for Est. Qty.	Unit Price	Total Price For Est. Qty.
SLEEVES							
20" x 15"	2	\$809.00	\$1,618.00	\$966.84	\$1,933.68	\$800.00	\$1,600.00
24" x 15"	2	\$1,120.00	\$2,240.00	\$1,135.60	\$2,271.20	\$1,100.00	\$2,200.00
6" x 12"	10	\$90.00	\$900.00	\$90.72	\$907.20	\$80.00	\$800.00
8" x 12"	10	\$110.00	\$1,100.00	\$118.44	\$1,184.40	\$100.00	\$1,000.00
12" x 12"	6	\$210.00	\$1,260.00	\$239.40	\$1,436.40	\$196.00	\$1,176.00
16" x 15"	2	\$525.00	\$1,050.00	\$603.12	\$1,206.24	\$495.00	\$990.00
6" x 12" Sleeve, overside	4	\$225.00	\$900.00	\$257.88	\$1,031.52	\$210.00	\$840.00
8" x 12" Sleeve, oversized	4	\$310.00	\$1,240.00	\$328.44	\$1,313.76	\$285.00	\$1,140.00
12" x 12" Sleeve, oversized	4	\$520.00	\$2,080.00	\$892.92	\$3,571.68	\$590.00	\$2,360.00
16" x 15" Sleeve, oversized	2	\$1,225.00	\$2,450.00	\$2,320.08	\$4,640.16	\$1,490.00	\$2,980.00
20" x 15" Sleeve, oversized	2	\$2,600.00	\$5,200.00		\$0.00	\$1,800.00	\$3,600.00
24" x 15" Sleeve, oversized	2	\$3,500.00	\$7,000.00		\$0.00	\$2,000.00	\$4,000.00
ITEMS FOR "D" VALVE BOXES							
3 Piece "D" Valve Boxes	75	\$165.00	\$12,375.00	\$157.02	\$11,776.50	\$157.00	\$11,775.00
6" Valve Box Extension	20	\$43.00	\$860.00	\$44.25	\$885.00	\$44.25	\$885.00
14" Valve Box Extension	10	\$40.00	\$400.00	\$38.35	\$383.50	\$62.15	\$621.50
18" Valve Box Extension	10	\$47.00	\$470.00	\$44.25	\$442.50	\$75.62	\$756.20
24" Valve Box Extension	10	\$49.00	\$490.00	\$47.20	\$472.00	\$76.65	\$766.50
Top Section	20	\$58.00	\$1,160.00	\$56.05	\$1,121.00	\$56.00	\$1,120.00
Mid Section	10	\$50.00	\$500.00	\$47.20	\$472.00	\$47.00	\$470.00
Base Section	0	\$51.00	\$0.00	\$40.32	\$0.00	\$40.00	\$0.00
Cover	50	\$15.00	\$750.00	\$13.47	\$673.50	\$13.00	\$650.00
MEGALUGS GLAND (Kit to include: Gland, Nuts, Bolts and Rubber Gasket)							
6" Megalugs Gland Kit	20	\$33.00	\$660.00	\$32.00	\$640.00	\$29.00	\$580.00
8" Megalugs Gland Kit	20	\$46.00	\$920.00	\$42.00	\$840.00	\$38.00	\$760.00
12" Megalugs Gland Kit	10	\$90.00	\$900.00	\$80.00	\$800.00	\$75.00	\$750.00
16" Megalugs Gland Kit	4	\$160.00	\$640.00	\$155.00	\$620.00	\$135.00	\$540.00
20" Megalugs Gland Kit	4	\$265.00	\$1,060.00	\$250.00	\$1,000.00	\$225.00	\$900.00
24" Megalugs Gland Kit	4	\$345.00	\$1,380.00	\$340.00	\$1,360.00	\$312.00	\$1,248.00
CUT-IN SLEEVE							
6"	20	\$350.00	\$7,000.00	\$510.30	\$10,206.00	\$360.00	\$7,200.00
8"	10	\$430.00	\$4,300.00	\$661.08	\$6,610.80	\$450.00	\$4,500.00
12"	6	\$750.00	\$4,500.00	\$1,080.24	\$6,481.44	\$884.00	\$5,304.00
Total for Estimated Quantity			\$65,403.00		\$64,280.48		\$61,512.20
Brand of Items Bid:		Start Domestic and Tyler Union		Tyler/EJIW/EBA A		Tyler/Union Domestic Less Acc.	

ORDINANCE NO. _____

AN ORDINANCE TO ADD SECTIONS 90-472(6) AND 90-507(10)
TO THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-472(6) is hereby added to the Code of the City of Wyoming to read as follows:

Sec. 90-472. PERMITTED USES AFTER SPECIAL APPROVAL (I-1 Light Industrial District)

(6) Service stations, including accessory restaurant uses within the building. Drive-through windows access may be permitted.

Section 2. That Section 90-507(10) is hereby added to the Code of the City of Wyoming to read as follows:

Sec. 90-507. PERMITTED USES AFTER SPECIAL APPROVAL (I-2 General Industrial District)

(10) Service stations, including accessory restaurant uses within the building. Drive-through window access may be permitted.

Section 3. This ordinance shall be in full force and effect on the _____ day of _____, 2012.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2012.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. _____



May 21, 2012

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Chapter 90 Sections 90-472 and 90-507 to allow Service Stations with accessory Restaurant use in the I-1 Light Industrial and I-2 General Industrial districts.

Recommendation: To approve the subject Zoning Code amendments.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 15, 2012. Staff had the following comments:

City staff was approached by a property owner who desires to demolish a service station and reconstruct it as a modern facility. The property is located in an Industrial zoned area. The use is non-conforming to the Zoning Code as service stations are currently permitted only in the B-2 General Business district by Special Use Approval. The act of demolishing the building causes the non-conforming status of the use to be lost. The property owner would then be restricted to the re-use of the property in conformance with that allowed by the Zoning Code. The property owner also desires to incorporate a fast food restaurant into the facility, which is not permitted in an Industrial zoned district. In the Development Review Team's opinion, obtaining a use variance from the Board of Zoning Appeals to allow the reconstruction is not likely. This is due to the owners desired expansion of the building and the additional restaurant use.

The DRT is aware of a few service stations in Industrial districts in the City that are either non-conforming or were permitted by use variance. Last year the Board of Zoning Appeals, upon recommendation by the DRT, approved a use variance for a compressed natural gas fueling station to be located at 44th Street and Clay Avenue in an Industrial district. It is possible more such service stations will be desired. In the DRT's opinion, service stations, whether for gasoline, diesel, or compressed natural gas vehicles, serve a need in the Industrial districts. Their locations need not be as numerous as service stations serving commercial areas. Modern service stations typically will include convenience and grocery retail products and possibly a fast food restaurant.

MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Dan Burrill

AT-LARGE COUNCILMEMBER
Kent Vanderwood

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

The DRT proposes to allow service stations, with accessory restaurant use that may also allow drive through window access, in the I-1 Light Industrial and I-2 General Industrial Districts by Special Use Approval from the Planning Commission. Such an amendment would allow the interested property owner the right to request Special Use Approval from the Planning Commission for the redevelopment of his service station. It would also bring the existing non-conforming service stations into compliance with the Zoning Code.

PROPOSED ORDINANCE AMENDMENTS:

Section 90-472 Permitted uses after special approval. (I-1 Light Industrial District)

(6) Service stations, including accessory restaurant uses within the building. Drive-through window access may be permitted.

Section 90-507 Permitted uses after special approval. (I-2 General Industrial District)

(10) Service stations, including accessory restaurant uses within the building. Drive-through window access may be permitted.

The Development Review Team suggested the Planning Commission recommend to the City Council the subject Zoning Code amendments to Sections 90-472 and Section 90-507 pertaining to Service Stations and accessory Restaurant use.

A motion was made by Hegyi, supported by Woodruff, to recommend to City Council the Zoning Code amendments as recommended by the DRT. After discussion, the motion carried unanimously. Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of May 15, 2012.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services