

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, DECEMBER 20, 2010 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Mark Milkamp, Open Hearts Community Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of December 6, 2010 and the work session of December 13, 2010.
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. City of Wyoming Audit, presented by Pat Duperron and John LaFramboise, BDO USA, LLP.
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

 - a) To Set a Public Hearing to Consider an Application for Exemption of New Personal Property for Hamilton Truss, LLC (January 3, 2011 at 7:01 p.m.)
 - b) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company
- 15) Resolutions**
 - c) To Accept Grant Funding Received from the U.S. Department of Justice, Office of Community Oriented Policing Services, COPS Hiring Program Grant
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - d) To Authorize the City Manager to Sign an Agreement and Authorize the Associated Budget Amendment to Provide Senior Citizen Therapeutic Recreation Services (BA No. 26)

- e) To Authorize the Mayor and City Clerk to Execute an Agreement for Engineering Services
- f) To Approve an Addendum to the Telecommunications Service Agreement and to Authorize the Mayor and City Clerk to Execute the Agreement
- g) To Accept a Proposal from Black & Veatch and to Authorize an Amendment to the Contract
- h) To Authorize the Purchase of Water Meters and Metering Equipment
- i) To Authorize the Purchase of Argon
- j) For Award of Bid
 - 1. TKN Distillation Apparatus

17) Ordinances

- a) 12-10: An Ordinance to Amend Portions of Section 86-36, 86-172 and 86-292 and to Add Sections 86-141 and 86-253(b) to the Code of the City of Wyoming (Sanitary Sewer System) FINAL READING
- b) 13-10: An Ordinance to Amend Section 14-183 of the Code of the City of Wyoming (Closing Time) EMERGENCY ADOPTION

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO CONSIDER AN APPLICATION
FOR EXEMPTION OF NEW PERSONAL PROPERTY FOR
HAMILTON TRUSS, LLC

WHEREAS, in accordance with Michigan Public Act 198 of 1974, the City Council established Industrial Development District Number 284 by adopting Resolution No. 23697 on October 4, 2010; and

WHEREAS, Hamilton Truss, LLC, has filed an application for Exemption of New Personal Property at its facility located at 5836 Clay Avenue, SW, Wyoming, MI 49548 within Industrial Development District Number 284; and

WHEREAS, prior to the approval of the application, it is necessary to first hold a public hearing at which a representative of Hamilton Truss, LLC, the City Assessor, representatives of affected taxing units and any other resident or taxpayer will be given an opportunity to comment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council shall hold a public hearing on January 3, 2011 at 7:01 p.m., at Wyoming City Hall, 1155 28th Street SW, Wyoming, MI 49509, to consider the application for Exemption of New Personal Property submitted by Hamilton Truss, LLC, for its property located within Industrial Development District Number 284.
2. Written notice of the hearing shall be given to the applicant, the City Assessor and the legislative body of each taxing unit that levies ad valorem property taxes in the City.
3. All resolution and parts of resolutions are, to the extent of any conflict with this resolution, hereby rescinded.

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

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 20th day of December, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

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

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

WHEREAS, the City desires to have Consumers Energy Company replace one 7,500 lumen mercury vapor streetlight with a 8,500 lumen high pressure sodium streetlight located at 1500 Trentwood St., SW; now, therefore,

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

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

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 20th day of December, 2010.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachments

Resolution No. _____

AUTHORIZATION FOR CHANGE IN STANDARD STREETLIGHTING CONTRACT

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

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

<u>Number of Luminaires</u>	<u>Nominal Lumen Rating</u>	<u>Light Source</u>	<u>Installation or Removal</u>	<u>Voltage Service</u>	<u>Point of Attachment With Company's Dist System</u>	<u>Location</u>
1	7500	MV	Removal	120/240		1500 Trentwood SW
1	8500	HPS	Installation	120/240		1500 Trentwood SW

Notification Number #1009423613

Construction Work Order Number _____

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

By: _____
Its Clerk, Heidi A Isakson

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the streetlighting service as provided in the Standard Streetlighting Contract between the Company and the City Village Township of Wyoming, dated October 20, 1986, in accordance with the Authorization for Change in Standard Streetlighting Contract dated as of _____, _____, heretofore submitted to and considered by this Commission Council Board; and

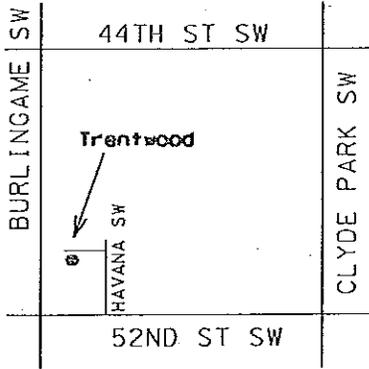
RESOLVED, further, that the Mayor, Jack Poll and Heidi A Isakson, Clerk be and are authorized to execute such authorization for change on behalf of the City Village Township.

STATE OF MICHIGAN)
) ss
COUNTY OF Kent)

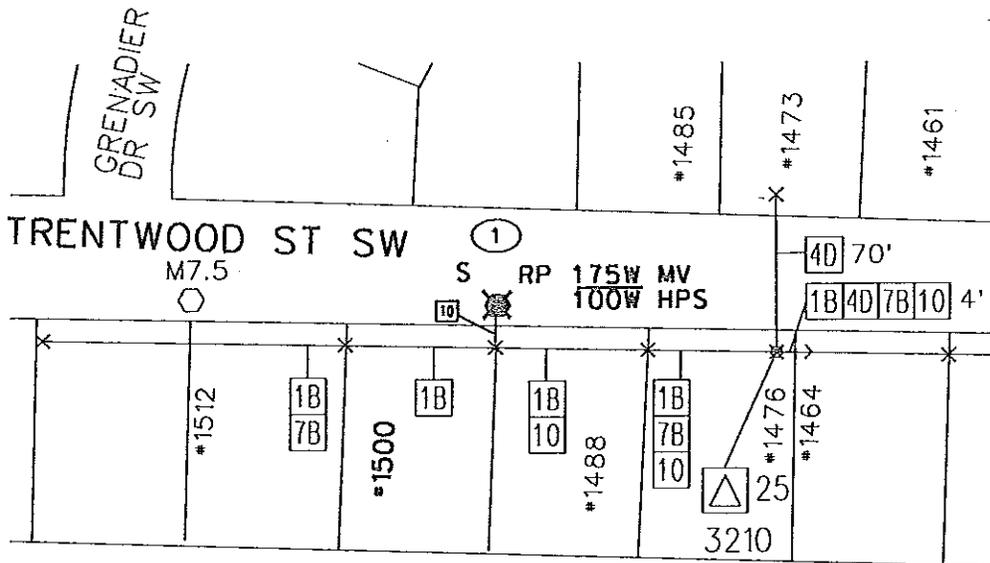
I, Heidi A. Isakson, Clerk of the City Village Township of Wyoming do hereby certify that the foregoing resolution was duly adopted by the Commission Council Board of said municipality, at the meeting held therein on the _____ day of _____, _____.

City Village Township Clerk

Dated:



KENT CO
CITY OF WYOMING
T06 R12 SEC.26



① REPLACE
CONCRETE STLT POLE
W/18' GREY FG POLE
100W HPS BLK TRAD HEAD
MOUNTING HEIGHT = 14'

Wyoming Police
Report# 1092676

Notify Mike Haggerty
in Claims when complete.

ORDER NUMBER

UNDERGROUND LEGEND

- 1. Single-phase primary
- 4. Single-phase secondary
- 7. Single-phase service
- 10. Streetlighting conductor (2/C-#10 CU)
- B. No 1/0 AL cable, 175 mils, 15KV, or secondary.
- D. 350 kcmil AL cable, 175 mils, 15KV, or secondary.



A CMB Energy Company

ELECTRIC

DESIGNED BY
ALYEITER
DATE
12/03/10

APPROVED BY
DATE

SHEET 1 OF 1 SCALE
NTS

1500 Trentwood SW ESIC / OHL
CAR / POLE ACCIDENT
For: CITY OF WYOMING
1500 Trentwood SW - ESIC / OHL

-CONSTRUCTION CERTIFICATION-
Work was constructed as Engineered or Changed as Indicated.
All Salvageable Material Was Returned to Stores.

Signed _____ in Direct Charge of Work
Dates: Started _____ Completed _____

MSS DIG NUMBER: _____ DATE: _____

TLM NUMBER	# OF RODS	OHMS	CONSTRUCTION MEASURE NUMBER
0612263211			100001186518
SUBSTATION	WD NO.	ORDER TYPE	MAINTENANCE ACTIVITY TYPE
IVANREST	0859	ESIC	OHL
CIRCUIT	CKT NO. LCP NO.	DESIGN NUMBER	
RAMBLE	01 0169	10190503	
		STAKED	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
		TREES	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

ELECTRIC CAD TITLE BLOCK (8-1/2x11) 10-30-2008
SHEET A

12/3/2010 3:10:46 PM d:\of\backup\wrad\ustn\dgn\10190503.001

DESIGN FILE NAME: 10190503.001

T R S 06 12 26

RESOLUTION NO. _____

RESOLUTION TO ACCEPT GRANT FUNDING
RECEIVED FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF
COMMUNITY ORIENTED POLICING SERVICES (COPS), COPS HIRING
PROGRAM GRANT

WHEREAS the City of Wyoming Police Department has applied for and received an award document for the COPS Hiring Program Grant No. 2010UMWX0158 in the amount of \$1,216,008 to be used toward the hiring of four (4) officer positions over a three year grant period; and

WHEREAS the City of Wyoming would accept \$1,216,008 in grant funds designated for the hiring of four (4) officer positions and allow the City Manager and Chief of Police to sign the award document to formally accept the grant funding; now therefore,

BE IT RESOLVED that the City of Wyoming accepts the U. S. Department of Justice, Office of Community Oriented Policing Services (COPS), COPS Hiring Program Grant in the amount of \$1,216,008; and

BE IT FURTHER RESOLVED that Chief James E. Carmody serve as the Program Director responsible for the Wyoming Police Department programmatic grant requirements and quarterly status reports to be submitted to the USDOJ, COPS Office; and

BE IT FURTHER RESOLVED that Timothy Smith serve as the Finance Director responsible for the Wyoming Police Department quarterly financial status reports to be submitted to the USDOJ, COPS Office; and

BE IT FURTHER RESOLVED that the City Council directs the Finance Director to designate \$400,000 of the current fund balance of the General Fund to fund the fourth year of the COPS grant program.

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

Motion carried: _____ yeas _____ nays

I hereby certify that the foregoing resolution was adopted by the City Council for the City of Wyoming at a regular session held on the 20th day of December, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT AND
AUTHORIZE THE ASSOCIATED BUDGET AMENDMENT TO PROVIDE SENIOR
CITIZEN THERAPEUTIC RECREATION SERVICES

WHEREAS, on November 18, 2010 the Kent County Board of Commissioners approved the 2011 funding recommendations of the Kent County Senior Millage (KCSM) Review Committee; and

WHEREAS, the KCSM Review Committee recommended annual funding of the City of Wyoming's Stepping-Stones program at \$128,119 based upon unit rate budgets for services effective January 1, 2011 through December 31, 2011 for therapeutic recreation services; and

WHEREAS, we have been notified by the Area Agency on Aging of Western Michigan, the administrating agency of funding contracts for the KCSM, that contracts with authorizing signatures will not be available until following the December 20, 2010 City Council meeting, and

WHEREAS, recognizing that a delay in executing the contract agreement until January 3, 2011, the date of the next regularly scheduled City Council meeting, may result in a delay in services to at-risk, homebound older adults, and recognizing the confirmed notice of award, staff are requesting that the City Council delegate the authority to sign the contract agreement and necessary related budget amendment to the City Manager, subject to the review and approval of contract agreement language by the City Attorney; now therefore,

BE IT RESOLVED, the Wyoming City Council authorizes the City Manger to execute the Kent County Senior Millage contract agreement following the review and approval of the City Attorney, and

BE IT FURTHER RESOLVED, the Wyoming City Council authorizes the City Manager to approve the agreement's associated budget amendment.

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

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 20th day of December, 2010.

HEIDI A. ISAKSON
Wyoming City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: December 20, 2010

Budget Amendment No. 026

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$140,940 of budgetary authority and related estimated revenue to Provide Senior Citizen Therapeutic Recreation Services per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Contributions from Local Units - KCSM Stepping Stones 2011 Fiscal Year 208-586.000 KCSM Stepping Stones.2011	\$128,120			\$128,120
Stepping Stones Fees - KCSM Stepping Stones 2011 Fiscal Year 208-638.000 KCSM Stepping Stones.2011	\$50			\$50
Donations - Stepping Stones - KCSM Stepping Stones 2011 Fiscal Year 208-675.030 KCSM Stepping Stones.2011	\$50			\$50
Income - Stepping Stones Fund Raiser - KCSM Stepping Stones 2011 Fiscal Year 208-675.035 KCSM Stepping Stones.2011	\$12,220			\$12,220
Income - Stepping Stones Program Income - KCSM Stepping Stones 2011 Fiscal Year 208-675.038 KCSM Stepping Stones.2011	\$500			\$500
Parks & Recreation - KCSM Stepping Stones Grant - Salaries 208-752-67200-706.000 KCSM 2011 Exp	\$50,730			\$50,730
Parks & Recreation - KCSM Stepping Stones Grant - FICA 208-752-67200-715.000 KCSM 2011 Exp	\$3,880			\$3,880
Parks & Recreation - KCSM Stepping Stones Grant - Hospitalization 208-752-67200-716.000 KCSM 2011 Exp	\$6,300			\$6,300
Parks & Recreation - KCSM Stepping Stones Grant - Life Insurance 208-752-67200-717.000 KCSM 2011 Exp	\$100			\$100
Parks & Recreation - KCSM Stepping Stones Grant - Pension - DB 208-752-67200-718.000 KCSM 2011 Exp	\$6,860			\$6,860
Parks & Recreation - KCSM Stepping Stones Grant - Pension - DC 208-752-67200-718.100 KCSM 2011 Exp	\$3,810			\$3,810
Parks & Recreation - KCSM Stepping Stones Grant - Workers Comp. Ins. 208-752-67200-719.000 KCSM 2011 Exp	\$800			\$800
Parks & Recreation - KCSM Stepping Stones Grant - CIP & Longevity 208-752-67200-721.000 KCSM 2011 Exp	\$990			\$990
Parks & Recreation - KCSM Stepping Stones Grant - Office Supplies 208-752-67200-727.000 KCSM 2011 Exp	\$250			\$250
Parks & Recreation - KCSM Stepping Stones Grant - Adaptive Equipment 208-752-67200-727.030 KCSM 2011 Exp	\$250			\$250
Parks & Recreation - KCSM Stepping Stones Grant - Contracted Services 208-752-67200-810.000 KCSM 2011 Exp	\$50,620			\$50,620
Parks & Recreation - KCSM Stepping Stones Grant - Travel & Training 208-752-67200-860.000 KCSM 2011 Exp	\$5,000			\$5,000
Parks & Recreation - KCSM Stepping Stones Grant - Liability Insurance 208-752-67200-910.000 KCSM 2011 Exp	\$650			\$650
Parks & Recreation - KCSM Stepping Stones Grant - Other Services 208-752-67200-956.000 KCSM 2011 Exp	\$3,000			\$3,000
Parks & Recreation - KCSM Stepping Stones Grant - Other Services - Fundraisers 208-752-67200-956.050 KCSM 2011 Exp	\$7,700			\$7,700
Fund Balance/Working Capital				



The Source for Seniors

EXECUTIVE COMMITTEE

CHAIRPERSON

Eleanor Nielsen

VICE CHAIRPERSON

Al Page

SECRETARY

Marilyn Burns

TREASURER

Art Adleman

MEMBER-AT-LARGE

James B. White

REPRESENTATIVE OF

ADVISORY COUNCIL

Robert Sundholm

EXECUTIVE DIRECTOR

Thomas E. Czerwinski

BOARD OF DIRECTORS

ALLEGAN COUNTY

Com. Don Black

Eleanor Nielsen

IONIA COUNTY

Com. Larry Tiejema

Robert Reynolds

KENT COUNTY

Com. Carol Hennessy

Al Page

LAKE COUNTY

Com. Nicolette McClure

Marilyn Burns

MASON COUNTY

Com. Bob Erickson

Hal Madden

MECOSTA COUNTY

Com. Bill Routley

Art Adleman

MONTCALM COUNTY

Com. John Johansen

Ralph Harrington

NEWAYGO COUNTY

Com. Barbara Geno

Marilyn Snell

OSCEOLA COUNTY

Com. Larry Emig

Richard Karns

CITY OF GRAND RAPIDS

Com. James B. White

Esther Van Hammen

1279 CEDAR NE
GRAND RAPIDS, MI
49503-1378
Ph. 616.456.5664
Fx: 616.456.5692
1.888.456.5664
www.aaawm.org

RECEIVED

NOV 22 2010

Wyoming
Parks & Recreation

November 19, 2010

Rebecca Rynbrandt
Director of Community Services
City of Wyoming
1155 - 28th Street SW
Grand Rapids, MI 49509

Dear Rebecca,

On November 18, 2010, the Kent County Board of Commissioners met and approved the funding recommendations of the Area Agency on Aging of Western Michigan Executive Committee, for Kent County Senior Millage services in Fiscal Year 2011.

Your funding award is:

Service	Award
Stepping Stones	\$128,119
Total Agency Award	\$128,119

Your agency is required to raise an additional five percent of your total FY 2011 funding. This amount excludes cost share and program income. The final five percent of your award will not be released until this requirement has been met. Further details can be explained by your contract coordinator.

Congratulations on your award! Each year we work to improve the quality, efficiency, and impact of service. The Area Agency on Aging of Western Michigan appreciates your efforts to advocate for older adults, to collaborate in the delivery of service, and to continue to improve the quality of life for older persons and their families.

Sincerely,

Thomas Czerwinski
Executive Director

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND
CITY CLERK TO EXECUTE AN AGREEMENT
FOR ENGINEERING TESTING SERVICES

WHEREAS, the City of Wyoming utilizes the testing services of a professional laboratory for all public and private street and utility construction projects, and

WHEREAS, said services include the following common tests:

- Aggregate sieve analysis
- Topsoil analysis
- Concrete Cylinder Breaks
- Asphalt mixture extractions

in addition to soil borings and other geotechnical services, and

WHEREAS, on December 9, 2010, the City received responses to its request for proposals for Engineering Testing Services from two local companies, and

WHEREAS, Materials Testing Consultants, Inc. responded with a combination of excellent references, competitive rates, and will pick up and deliver test samples, saving valuable staff time, and

WHEREAS, Materials Testing Consultants, Inc. performed said services for the City in the past and is familiar with the City's requirements and procedures, and

WHEREAS, it is in the best interest of the City of Wyoming to execute an Agreement with Materials Testing Consultants, Inc. to perform the City of Wyoming's Engineering Testing Services for 2011, 2012, and 2013; now, therefore,

BE IT RESOLVED that the City Council hereby authorizes the Mayor and City Clerk to execute an Agreement with Materials Testing Consultants, Inc. for the 2010-13 Engineering Testing Services for the City of Wyoming.

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

Motion carried: _____ Yeas, Nays _____.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 20th day of December, 2010.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachments: Agreement
Cost Comparison
Summary Sheet

Resolution No. _____

AGREEMENT

This Agreement made this _____ day of _____, 2010 between the City of Wyoming, a municipal corporation of 1155 - 28th Street, SW, Wyoming, Michigan 49509 (hereinafter "City") and Materials Testing Consultants, Inc. a corporation located at 693 Plymouth NE, Grand Rapids, Michigan 49505 (hereinafter "Consultant") the terms of which are as follows:

1. City hereby hires Consultant to provide Engineering Testing Services on behalf of City for the period of January 1, 2011, through December 31, 2013.
2. The work to be performed shall be in accordance with the proposal dated December 9, 2010.
3. Payment for services provided shall be made in accordance with the proposal and upon billing for work completed.
4. City may terminate the Agreement upon 30 days written notice.
5. Consultant is an independent contractor and City is hiring Consultant for professional services. All officers, agents and employees of Consultant shall at all times be considered employees of Consultant and not of the City.
6. This Agreement contains the entire Agreement between the parties and may not be modified except in writing by mutual consent.

CITY OF WYOMING

MATERIALS TESTING CONSULTANTS, INC.

Jack Poll
Mayor

Heidi A. Isakson
City Clerk

Approved:



Jack R. Sluiter
City Attorney

Engineering Testing Services Cost Comparison

9-Dec-10

Typical Project

QTY	Test	Driesenga	MTC*
1	Mobilization	\$ 200.00	\$ 350.00
150	Soil Borings	\$ 1,050.00	\$ 7.00
2	Aggregate Sieve	\$ 160.00	\$ 180.00
15	Concrete Cylinders	\$ 150.00	\$ 10.00
4	Asphalt Extraction	\$ 960.00	\$ 215.00
1	Topsoil Analysis - PH	\$ 45.00	\$ 45.00
1	Topsoil Analysis - Org	\$ 35.00	\$ 45.00

Average per Project

\$ 2,600.00

\$ 2,680.00

2 Projects Annually

\$ 5,200.00

\$ 5,360.00

* MTC offers to pick up and deliver test samples from Engineering to their testing facility saving staff time and money

Typical Plat

QTY	Test	Driesenga	MTC*
2	Aggregate Sieve	\$ 160.00	\$ 90.00
15	Concrete Cylinders	\$ 150.00	\$ 10.00
4	Asphalt Extraction	\$ 960.00	\$ 215.00

Average per Plat

\$ 1,270.00

\$ 1,190.00

2 Plats Annually

\$ 2,540.00

\$ 2,380.00

Total

\$ 7,740.00

\$ 7,740.00

2011 – 2013 ENGINEERING TESTING SERVICES

City of Wyoming Summary Sheet

1. Mobilization
 - Mobilization for soil borings or coring only, one Mobilization per project truck or trailer mounted rig only. \$350.00 /lump

2. Soil Borings
 - Auger Borings \$7.00 / foot
 - Hollow Stem Auger Borings (Split spoon)
 - * less than 50 blows per foot \$9.00 / foot
 - * 50 blows per foot or greater \$17.00 / foot

3. 3-Point Proctor (Standard or Modified) \$80.00 / each

4. 5-Point Proctor (Standard or Modified) \$110.00 / each

5. Aggregate Sieve Analysis (including loss by wash) \$90.00 / each

6. Topsoil Analysis
 - ph and Organic content \$60.00 / each
 - Organic content only \$40.00 / each

7. Batch Plant Inspection
 - Concrete (technician) \$45.00 / hour
 - Asphalt (technician) \$45.00 / hour

(Asphalt extractions performed at plant will not be paid separately.)

8. Breaking Concrete cylinders (including curing & cylinder molds) \$10.00 / each

9. Cores
 - Concrete \$7.00 / inch
 - Asphalt \$7.00 / inch

(includes all costs, except mobilization, if applicable)

10. Penetration on Asphalt Cement (A.C.) Samples \$50.00 / each

11. Asphalt Extraction \$215.00 / each
(including gradation of aggregate & percent crushed)

12. Penetration on Recovered Asphalt Cement \$200.00 / each

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN ADDENDUM TO THE TELECOMMUNICATIONS
SERVICE AGREEMENT AND TO AUTHORIZE THE MAYOR AND
CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS, on November 15, 2004, the Wyoming City Council adopted Resolution number 21603 authorizing the Mayor and City Clerk to execute a contract for telephone services with the low bidder, TDS, and

WHEREAS, the City's Director of Information Technology has negotiated an eighteen month extension with TDS based on their thirty-six month pricing structure and recommends acceptance of an addendum to the Service Agreement, and

WHEREAS, funds for telephone services are budgeted in the various facilities budgets for each City building, now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby approve acceptance of Addendum Number One to the Telecommunications Service Agreement between TDS and the City of Wyoming and authorizes the Mayor and City Clerk to execute the Addendum.

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

Motion carried: _____ Yeas, _____ Nays

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

Attachments: Addendum
Agreement
Memorandum (2004)

Heidi A. Isakson
Wyoming City Clerk

ADDENDUM NUMBER One
to the
TELECOMMUNICATIONS SERVICE AGREEMENT
between
TDS AND City of Wyoming

DATED 12/08/10

This Addendum Number One ("Addendum"), is made and entered into 12/08/10, by and between TDS and City of Wyoming ("Customer"). In the event of any conflict between the terms of this Addendum and the Telecommunications Service Agreement ("Agreement") between TDS and Customer dated 12/08/10, the terms of this Addendum will supersede the terms of the Agreement and will be controlling. Except as expressly modified herein, the Agreement shall otherwise remain unmodified and in full force and effect.

Customer and TDS agree to modify the Agreement as set forth below:

- If Customer elects to disconnect Service and terminate the Agreement after satisfaction of a minimum of eighteen (18) months of Service, TDS will waive any early termination charges under the Agreement. This waiver is only applicable to thirty-six (36) month service agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date set forth above duly authorized to execute this Addendum. **This Addendum must be signed on behalf of TDS by a Sales Manager, Regional Sales Manager, or Vice President.**

TDS

City of Wyoming

Signature

Signature

Print Name

Name

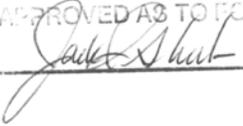
Title

Title

Date

Date

APPROVED AS TO FORM





Date: 12/08/10

Telecommunications Service Agreement

Customer Information - Service Address

Ordered By / Title _____
 Type of Business _____
 Business Name City of Wyoming
 Street 1155 - 28th Street SW
 City, State, Zip Wyoming, MI 49509

Main Yellow Pages Heading _____
 Phone: 616-530-7200
 Fax: _____
 Email: _____

Multiple Locations: YES See Attached Additional Service Locations Addendum(s)

Billing Information

Same As Above

Bill to Company _____
 Phone _____
 Address _____
 City, State, Zip _____

Tax ID Number _____
 Billing Contact Name _____
 Fax _____

Service Location Details Room/Floor: _____ Requested Install (D/T) _____ Comments: _____

Installation or repair contact (if different from above)

Name: _____ Phone: _____ Test Turn-Up Contact #: _____ Bus Hrs: _____ Bldg Access Contact #: _____

Other Telephone Service Providers

Equipment Vendor _____
 Vendor Telephone _____

Current Local Provider TDS Metrocom
 Current LD Provider TDS Metrocom
 Toll Free Provider TDS Metrocom

Quantity Ordered	Description of Services / Equipment	Term	Monthly Recurring Charge		Non-Recurring Charge	
			Unit	Total	Unit	Total
467	Centrex Lines	36 months	\$8.30	\$3,876.10	\$20.00	\$9,340.00
158	Centrex EKTS Lines	36 months	\$4.70	\$742.60		
14	Measured Business Lines	36 months	\$13.00	\$182.00	\$20.00	\$280.00
	Local Calls @ .07 a call					
1	Service Order Charge				\$20.00	\$20.00
1	Waive Service Order & Install Charges					(\$9,640.00)

*XData and XData Pack locations must have a minimum of _____ lines. ManagedIP locations must have a minimum of _____ Premium or Office stations in any combination. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply. **FCC/911//USF/Federal and State taxes, Administrative Fee and Additional Directory Listing charges apply. Local usage charges apply if applicable. ***If Customer chooses TDS as its long distance provider, TDS will block international calling unless specifically identified in the Description of Services/Equipment section of this Agreement.

Customer Initials: _____ Date: _____ **Total: \$4,800.70** **Total: \$0.00**

Select TDS Company:

TDS Metrocom LLC

1. **Agreement.** This Telecommunications Service Agreement (“Agreement”) is between TDS Metrocom, LLC (“TDS”) with its principal office at 525 Junction Road Madison WI, 53717 and City of Wyoming with its office at 1155 - 28th St SW, Wyoming, MI 49509 (“Customer”).

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services (“Services”) identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services Terms of Service, Internet Services Description, Privacy Policy, and Acceptable Use Policy [together referred to as the “TDS Internet Terms of Service”] as stated on www.tds.net will apply to any internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the Google Terms of Service if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

^{initial} 2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer’s premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer’s sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer’s premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. TDS is not responsible for any long distance charges associated with the use of Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer’s passwords or access to Customer’s equipment or systems with or without Customer’s knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer’s passwords, equipment or systems.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract commitment amount set forth on page 1 of this Agreement. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1-1/2% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. In the event that any action taken by any legislative, judicial or regulatory body directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer’s usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer’s bill. The separate pricing may not be used with any other product or bundled products.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMAN LIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER “AS IS” AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER’S LOCATION OR IF CUSTOMER’S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. **Limitation of Liability.** TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER’S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE

AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. Insecurity of the Internet. CONNECTION TO THE INTERNET CREATES INSECURITY. Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software.

7. Default. An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. Remedies. Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one of more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. Interruption of Services. For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. Support. The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

10.1 Warranty. Internet access equipment and/or polycom telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by, are **not** supported by TDS.

10.2 Boundaries.

10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.

10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.

10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.

10.3 Activation.

- 10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.
- 10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer’s responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer’s equipment. However, it is the Customer’s responsibility to configure the equipment.
- 10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.

10.4 Help Desk. Technical support is available **only through the TDS Help Desk**.

10.5 Unsupported Routers. Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. Term and Termination.

11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use (“Service Commencement Date”). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses.

^{initial} 11.2 Customers who terminate their Service prior to the expiration of the Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the Term, Customer shall pay an early termination fee equal to: (a) the difference between the amount billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the forgoing early termination fees are fair and reasonable and that TDS’s provision of the Services would not be commercially viable but for these Customer commitments.

11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. Subsequent Line Additions/Deletions. For each new line added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account.

13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. Insurance. Each party shall maintain Commercial Workers’ Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. MISCELLANEOUS.

15.1 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.2 ATTORNEY’S FEES AND COSTS: In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party’s cost and expenses (including reasonable attorney’s fees).

15.3 EXTRAORDINARY CIRCUMSTANCES: TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to “Force Majeure”. Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.4 ENTIRE AGREEMENT: This Agreement, any Amendments, and any Attachments, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer’s purchase

orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.5 CUSTOMER REPRESENTATIONS: The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.6 SEVERABILITY AND SURVIVAL OF TERMS: Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement.

15.7 ASSIGNMENT: Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.8 TAXES: In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.9 WAIVER: A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.10 ELECTRONIC DOCUMENTS: TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.
Customer initials _____

If switching to TDS provided data service, Customer is responsible for cancellation of current data service.
Customer initials _____

Authorization:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

City of Wyoming

Customer Name

TDS

Signature – Authorized Representative

By:

Signature – Authorized Representative

By:

Signature – Authorized Representative

Print Name

Anne Fairchild

Print Name

Title

Sr Account Manager

Title

Date

12/08/10

Date



**Proposal for Services
City of Wyoming
36 Month Pricing**

Qty	Voice and Data Services	Current TDS Services		Proposed TDS Services	
		Unit	Monthly	Unit	Monthly
467	Centrex Lines 201 +	\$ 7.10	\$ 3,315.70	\$ -	\$ -
158	Centrex EKTS Line	\$ 4.70	\$ 742.60	\$ -	\$ -
14	Measured Business Lines	\$ 10.50	\$ 147.00	\$ -	\$ -
1	City-Wide Centrex	\$ 8.95	\$ 8.95	\$ -	\$ -
467	Centrex Lines 201 +	\$ -	\$ -	\$ 8.30	\$ 3,876.10
158	Centrex EKTS Line	\$ -	\$ -	\$ 4.70	\$ 742.60
14	Measured Business Lines	\$ -	\$ -	\$ 13.00	\$ 182.00
1	City-Wide Centrex	\$ -	\$ -	\$ 8.95	\$ 8.95
Voice Mail & Calling Features					
83	Centrex Caller ID with Name	\$ 2.50	\$ 207.50	\$ -	\$ -
11	Centrex Caller ID	\$ 2.25	\$ 24.75	\$ -	\$ -
10	Call Park	\$ 1.00	\$ 10.00	\$ -	\$ -
1	Conference Calling 6-way	\$ 2.00	\$ 2.00	\$ -	\$ -
227	Message Waiting-Visual	\$ 0.75	\$ 170.25	\$ -	\$ -
4	Additional Listing	\$ 6.00	\$ 24.00	\$ -	\$ -
3	Alternate Delivery Fee	\$ 5.00	\$ 15.00	\$ -	\$ -
1	Call Forwarding Busy Fixed	\$ 2.00	\$ 2.00	\$ -	\$ -
1	Call Forwarding No Answer Fixed	\$ 2.00	\$ 2.00	\$ -	\$ -
1	Call Forwarding Variable	\$ 6.50	\$ 6.50	\$ -	\$ -
1	Remote Access Call Forwarding Variable	\$ 6.50	\$ 6.50	\$ -	\$ -
1	Call Forwarding No Answer Fixed	\$ 2.00	\$ 2.00	\$ -	\$ -
83	Centrex Caller ID with Name	\$ -	\$ -	\$ 2.50	\$ 207.50
11	Centrex Caller ID	\$ -	\$ -	\$ 2.25	\$ 24.75
10	Call Park	\$ -	\$ -	\$ 1.00	\$ 10.00
1	Conference Calling 6-way	\$ -	\$ -	\$ 2.00	\$ 2.00
227	Message Waiting-Visual	\$ -	\$ -	\$ 0.75	\$ 170.25
4	Additional Listing	\$ -	\$ -	\$ 6.00	\$ 24.00
3	Alternate Delivery Fee	\$ -	\$ -	\$ 5.00	\$ 15.00
1	Call Forwarding Busy Fixed	\$ -	\$ -	\$ 2.00	\$ 2.00
Local - Long Distance - International					
14828	Local Calls (per call)	\$ 0.0700	\$ 1,037.960	\$ -	\$ -
14828	Local Calls (per call)	\$ -	\$ -	\$ 0.0700	\$ 1,037.960
7371	Enhanced Long Distance Flex Plan	\$ 0.0360	\$ 265.338	\$ -	\$ -
7371	Enhanced Long Distance Flex Plan	\$ -	\$ -	\$ 0.059	\$ 434.860
Surcharges & Miscellaneous Fees					
481	TDS 911 Charges Kent County	\$ 0.64	\$ 307.84	\$ -	\$ -
14	TDS Business Line USF Charges	\$ 0.78	\$ 10.92	\$ -	\$ -
467	TDS Centrex USF Charges	\$ 0.12	\$ 56.04	\$ -	\$ -
481	TDS Business Line Administrative Fee	\$ 0.49	\$ 235.69	\$ -	\$ -
481	TDS FCC Charges	\$ 6.35	\$ 3,054.35	\$ -	\$ -
58	MI State 911 tax	\$ 0.19	\$ 11.02	\$ -	\$ -
481	TDS 911 Charges Kent County	\$ -	\$ -	\$ 0.64	\$ 307.84
14	TDS Business Line USF Charges	\$ -	\$ -	\$ 0.78	\$ 10.92
467	TDS Centrex USF Charges	\$ -	\$ -	\$ 0.12	\$ 56.04
481	TDS Business Line Administrative Fee	\$ -	\$ -	\$ 0.49	\$ 235.69
481	TDS FCC EUCL Charges	\$ -	\$ -	\$ 6.35	\$ 3,054.35
1	LD Federal USF Charge (12.3%)**	\$ 32.64	\$ 32.64	\$ 53.49	\$ 53.49
58	MI State 911 tax	\$ -	\$ -	\$ 0.19	\$ 11.02
Subtotal & Taxes					
Subtotal		\$ 9,698.54		\$ 10,467.32	
Monthly Price		\$ 9,698.54		\$ 10,467.32	
December 8, 2010 60 month vs 36 month Comparison					

**Long Distance Federal USF charge applies to Interstate and international toll charges, including Toll Free. The amount shown here is an estimate only.

Customer Signature _____

Date _____



Information Technology Department
Telephone (616) 261-3524
1155 - 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905
Web: www.ci.wyoming.mi.us



TO: Curtis Holt, City Manager

Cc: James Kohmescher, Director of Administrative Services
Kimberly Oostindie, Human Resources Supervisor

FROM: Gail Sheppard-Armstrong, Director of Information Technology

DATE: November 01, 2004

SUBJECT: Proposal for Telephone Services / City of Wyoming

On Tuesday, September 21, 2004, three responses were received in answer to our fifteen requests for proposal for Telephone Services throughout City facilities. Historically, the City has not bid Utilities; however, the passage of the Telecommunications Act of 1996 made it possible for companies to compete against SBC for local telephone service. The justification for the recommendation to the City Council to award the proposal to TDS Metrocom is based upon all specific criteria being met with the lowest complete aggregate costing.

In an effort to further enhance internal customer service, the Information Technology department began handling all landline telephone issues in September of 2003. A committee directed by Craig Smith, IT Supervisor, was formed and began addressing requests/issues and evaluating current processes and future requirements. In May of 2004, knowing that our contract with SBC would expire in October, we began an extensive review of the City's telephone system and services.

The first phase of research centered on VoIP technology, or voice over Internet protocol, which allows sending voice communications over the Internet and avoids the toll charges that would normally be billed from a long distance carrier. VoIP converts analog voice signals into digital data packets and supports real-time, two-way transmission of conversations using Internet Protocol (IP). Although VoIP offers a substantial cost savings over traditional long distance telephone calls, the implementation and use of it is more complicated. Therefore, mainly due to infrastructure costs in excess of \$300,000, the committee agreed this was not a viable option for the City today.

The next phase of research centered on obtaining proposals from local and long distance telephone service providers, with a firmly established base of operations, who could offer the services and features required by the City of Wyoming. Pricing was indicated as an important consideration for the City.

The comparison of pricing for Centrex services resulted with savings of \$27,900 annually for TDS compared to \$19,404 annually for SBC, with an overall annual saving of \$8,496 with TDS. The proposed costing from TDS for Centrex services with local usage is \$8,947 and from SBC is \$9,523 for an overall annual savings of \$6,912 with TDS. Currently, the City utilizes AT&T for long distance at a rate of \$0.11 per minute. The proposed rate with TDS is \$0.036 and with SBC is \$0.032. Based upon an average of 4,126 minutes per month, the difference calculates to \$198.12 a year more for TDS. This amount calculated with the Centrex services and local usage results with a proposed total monthly cost of \$9,096 from TDS and \$9,655 from SBC, for an overall annual savings of \$6,708 from TDS Metrocom.

Eight of the ten references provided by TDS were contacted and all substantiated comments of significant cost savings (20 %+) with very good to excellent service and minimal to no disruption of service. All references indicated training was minimal or not required.

Additionally, as a member of the Wyoming-Kentwood Area Chamber of Commerce, the City of Wyoming will receive 60-month term agreement pricing with a 12-month minimum commitment, as opposed to a 36-month agreement with SBC. TDS also offers a 6-month satisfaction guarantee, if not completely satisfied; they will switch the City back to SBC at no additional cost.

Because of the range of services provided that meet or exceed our current contract/agreement with SBC and AT&T, it is the recommendation of the review committee to accept the proposal from TDS Metrocom.

Respectfully submitted,

Gail Sheppard-Armstrong

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM BLACK & VEATCH
AND TO AUTHORIZE AN AMENDMENT TO THE CONTRACT

WHEREAS, as detailed in the attached memorandum from the Utility Plant Superintendent, it is recommended the Black & Veatch Contract be amended to include design and bid services as listed in the attached proposal, and

WHEREAS, the contingency fund for the current Water Plant Renovation Project has funds available to cover the cost of the design and bid services, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby accept the attached proposal from Black & Veatch and authorizes amendment to the Contract as detailed in the attached memorandum and proposal.

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

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 20th day of December, 2010.

Attachments: Memorandum
Proposal

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

Memorandum

To: Curtis Holt, City Manager
From: Gerald Caron, Superintendent
Date: December 14, 2010
Re: Amendment to the Black & Veatch Contract for Water Plant Renovations

As you are aware, we are currently finalizing the 1B project at the Drinking Water Plant. We expect the contractor to finish with the punch list items within the next two months. When the original contract was awarded, we immediately cut \$11 million out of the project in Change Order #1. Unfortunately, we had to cut out some important items in the change order. We also established a 5 percent contingency for survey services, materials testing, and for unexpected issues in the project. The amount set aside for contingency items totaled \$3.5 million.

We currently have approximately \$1.9 million left in our contingency fund. We expect this amount to be approximately \$1.8 million at the conclusion of the project. One of the critical items that we cut in Change Order #1 was the replacement of the process equipment in our existing treatment plant slow mix and settling basins. The existing equipment was installed during the original construction in the early 60s. This equipment is approaching the end of its useful life. Having funds available for this renovation has been a high priority during this entire project when considering change orders. This has been a topic of discussion with the City Council during requests for change order authorizations on the 1B project.

With this in mind, I have requested Black & Veatch (B&V) to prepare a proposal to redesign and bid the rehabilitation of our slow mix and settling basins equipment. It is in Wyoming's best interest to use B&V for this work since these basins were part of the original project and B&V is very familiar with what work has been completed in that part of the water plant. The estimated cost for B&V to design and bid this project is \$68,966.00. The total cost to renovate the settling basin equipment is expected to be less than the remaining contingency balance.

In conclusion, I recommend that the City Council authorize the amendment to the existing Black & Veatch contract in the amount of \$68,966.00 for design and bid services as listed in the attached proposal. Following the bidding of the project we will determine the level of support we need for construction phase services and request another amendment for these activities. Funding for these costs will be financed from the remaining Phase 1B contingency.

cc: Bill Dooley

attachment



Wyoming, Michigan
Donald K. Shine WTP
Pretreatment Facilities Rehabilitation

November 3, 2010

Mr. Gerald Caron
Superintendent
Donald K. Shine WTP
16700 New Holland Street
Holland, Michigan 49424

Subject: Proposal for Pretreatment Facilities
Rehabilitation Engineering Services

Dear Jerry:

Black & Veatch is pleased to provide this proposal for providing engineering services for the rehabilitation of the existing sedimentation basin facilities at the treatment plant. These improvements were originally planned as part of the Phase IB Expansion project; however, were removed from the scope of the construction contract due to budget limitations after bidding of the Phase IB Expansion project. The City now desires to proceed with the improvements, with the goal of having construction completed prior to spring of 2012. Since the improvements were previously designed, the design effort for this consist primarily of repackaging and updating the prior design documents (drawings and specifications) as a stand-alone bid package, while also incorporating enhancements and modifications to the previous design based on experience installing similar equipment in the new basins in the Phase IB Expansion project.

The general scope of the rehabilitation includes:

- Flocculator replacement – consists of in-basin equipment (in kind, with current technology and materials) and drive equipment, utilizing VFD and control improvements recently implemented under the Phase IB project and by plant staff.
- Sludge collector replacement – existing chain and flight to be replaced with a scraper system similar to that installed in the South Treatment Facility basins. Enhancements to the design will be implemented based on experience with the prior installation, including control system modifications and hydraulic system containment considerations. An optional, but recommended as noted herein, set of tasks is proposed for bidding and possible implementation of an alternative collection system.
- Effluent trough replacement/modification.
- Concrete repairs as required – extent of required repairs to be assessed via inspection while basin are out of service for cleaning this winter.

Based on prior project estimating for this scope of work, we expect the construction cost of these improvements to be approximately \$1.5 million. However, this cost will be highly dependent on the current (at time of bidding) equipment supply costs (also note our comments in relation to the potential for alternate bid sludge collection equipment in the discussion of Design Engineering services below).

Our proposed scope of services is as follows:

Design Engineering

A bid package will be developed for the proposed improvements, and will include front end documents (invitation to bid, information for bidders, bid forms, contracting forms, general and supplementary conditions, etc.), technical specifications, and drawings (technical specifications and drawings

Wyoming, Michigan
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developed from prior documents included in the Phase IB Expansion project prior to Change Order No. 1 deletion, and reflecting enhancements and modifications based on experience with recent installation of similar systems in the South Treatment Facility). The performed services will generally be in accordance with the General Scope of Services for Design Engineering utilized as the basis for our current contract, with the following clarifications relating to the proposed task identified in the attachment to this proposal:

Background and Information Collection: As part of background information collection, we will also perform an inspection of the existing basins to make an assessment of any required concrete repairs (spalling of cracks) to be repaired in the execution of the construction contract. This scope will be included in the bid package as a bid basis quantity of repair with adjustment unit prices for any changes based on final work requirements.

Develop Drawings/Develop Specifications: Stand-alone bid package developed from prior documents with revisions and enhancements as described herein. Documents at approximately 95 percent completion level are expected to be available approximately four weeks after Notice to Proceed. The bidding of the moving grid type sludge collection system is intended to be bid with a specified supplier as Base Bid and an alternate bid by other acceptable supplier.

City and Quality Control Review: Documents will be reviewed concurrently by City staff and B&V QC to minimize schedule for deliverables.

Finalize Bidding Documents: Final bid package production based on comments from reviews. Concurrently, required PA 399 permit application materials will be prepared for submission to the State. Any fees required for permits are assumed to be paid by the City.

Additional Services for Alternate Sludge Collection System: Although the intent of the improvements is to maintain consistency with installed equipment at the South Treatment Facility, our inquiries into pricing for the moving grid system have resulted in concerns about meeting project budgeted costs with this equipment, with the budgetary quote for the equipment alone constituting a vast majority of the City's expected budget, leaving little or no room for installation costs and the other proposed improvements. It is not clear at this time if this pricing is realistic, or if it may be adversely affected by market conditions or other outside influences. We therefore recommend inclusion of a vacuum type system as part of the bidding documents as an alternate bid. Initial pricing for this equipment shows favorable to meeting the City's budget. This type of equipment has widespread successful experience in similar installations, including several in Michigan. The design engineering serves to accomplish this will evaluate applicability for installation in the existing basins and provide required specifications and drawings for the installation.

Bid Phase Assistance

Bid phase assistance services will generally be in accordance with the General Scope of Services for Design Engineering utilized as the basis for our current contract, with the following clarifications relating to the proposed task identified in the attachment to this proposal: It is assumed the City will administer bid advertisement, bid document distribution, and planholder list maintenance (document distribution and planholder administration may be facilitated by the selected document reproduction service provider).

Construction Phase Services

Wyoming, Michigan
Mr. Gerald Caron

November 3, 2010

The performed services will generally be in accordance with the General Scope of Services for Construction Phase Services utilized as the basis for our current contract, with the following clarifications relating to the proposed task identified in the attachment to this proposal:

Conformed Document Preparation – Following recommendation of award, B&V will prepare the necessary copies of the conformed documents, including preparation of the final Agreement, distribution to the Contractor for execution, and assembly of final documents for final execution by the City. It is assumed the document copies (Project Manuals and Drawings) will be provided by the City for assembly (provided from bid stock). Issuance of Notice of Award, Notice to Proceed, and review of Contractor insurance and bond certificates is assumed to be performed by the City.

Meeting Attendance – Our Project Engineer will administer the preconstruction conference and attend progress meetings throughout the course of the project (assuming 10 total progress and/or special meetings).

Field Inspection – Level of effort for field inspection is assumed to be on an as-needed basis in response to the scheduling of key aspects of the construction of the improvements, and is assumed to be required approximately nine weeks throughout the duration of the construction (start spring, end by late winter) with half time effort during those periods.

Closeout Assistance – B&V will lead the punch list process and monitor documentation requirements for project completion by the Contractor.

Construction Record Documents – B&V will prepare record documents of the Project Drawings based on submitted record copies maintained by the Contractor during the course of the construction project. The final documents will be provided in electronic (PDF and AutoCAD on CD) and hard copy (one mylar set) form.

Project administration and management will be provided for the execution of these services under the direction of our Project Manager Ben Whitehead and Project Director Dave Koch.

We appreciate this opportunity to be of continuing service to the City of Wyoming at its Donald K. Shine Water Treatment Plant. Should you have any questions on this proposal, please call me at (616) 459-2360.

Very truly yours,

BLACK & VEATCH



David S. Koch, P.E.
Project Manager



City of Wyoming WTP
Pretreatment Facilities Rehabilitation
Design, Bidding, and Construction Phase Services
Level of Effort and Proposed Fee
November 3, 2010



BLACK & VEATCH
Building a world of difference.

Tasks	PM	PE	SISE	SE	Person-Hours			CAD	Admin	Total	Labor Fee	Expenses (Misc.)	Expenses (Other)	Total Fee
					Est	TE/QC	Est							
Design Engineering														
3100 - General Management and Administration	6					8		6		12	\$1,488	\$102	\$0	\$1,590
3200 - Background Information Collection	2	8					4	2	24	24	\$2,908	\$204	\$0	\$3,112
3300 - Develop Drawings	4	24	2	24			24	8	78	\$9,174	\$653	\$0	\$9,827	
3400 - Develop Specifications	4	32	2	36				8	82	\$10,055	\$697	\$0	\$10,752	
3500 - City and QC Review	4	8	12			16		2	40	\$6,932	\$57	\$200	\$7,389	
3600 - Finalize Bidding Documents	4	24		30			24	24	105	\$11,046	\$901	\$0	\$11,947	
Subtotal - Design Engineering	24	96	18	90	8	16	52	42	344	\$41,514	\$2,524	\$200	\$44,538	
Design Engineering Optional Services														
3250 - Identify/Evaluate Sludge Collector Alternatives	4	8		4				2	16	\$2,385	\$153	\$0	\$2,538	
3350 - Develop Drawings for Alternative System	16	6	24				16	24	62	\$7,376	\$527	\$0	\$7,903	
3450 - Develop Specifications for Alternative System	16	6	16					8	46	\$5,518	\$391	\$0	\$5,909	
Subtotal - Design Engineering w/ Optional Services	4	40	12	44	0	0	16	10	126	\$15,281	\$1,071	\$0	\$16,352	
Bid Phase Assistance														
3810 - Probid Meeting Assistance	4	4						2	10	\$1,384	\$65	\$0	\$1,449	
3930 - Bidder Questions/Agenda Preparation	2	16		12		4		4	38	\$4,856	\$323	\$0	\$5,179	
3930 - Bid Evaluation	4	4						4	8	\$1,260	\$68	\$0	\$1,328	
Subtotal - Bid Phase Assistance	10	24	0	12	0	4	0	6	55	\$7,500	\$476	\$0	\$7,976	
Construction Phase Assistance														
001 - General Management and Administration	24							24	48	\$6,192	\$408	\$0	\$6,600	
510 - Confirmed Document Preparation	2	4						2	8	\$1,012	\$68	\$0	\$1,080	
520 - Meeting Attendance	24				24			2	48	\$6,192	\$408	\$0	\$6,600	
530 - Submittal and O&M Review	60		8	20				8	96	\$12,024	\$916	\$0	\$12,940	
540 - RFICD Administration	4	40		20		6		3	78	\$9,776	\$946	\$0	\$10,722	
550 - Field Inspection	2				180			12	192	\$23,954	\$1,652	\$0	\$25,606	
560 - Closeout Administration	2	8		4				4	18	\$2,136	\$153	\$0	\$2,289	
570 - Construction Record Documents	32	136	8	44	216	6	40	56	522	\$5,028	\$442	\$500	\$5,970	
Subtotal - Construction Phase Assistance	68	256	24	146	224	26	92	104	938	\$115,338	\$7,973	\$700	\$124,011	
TOTAL	70	296	36	150	224	26	108	114	1064	\$130,619	\$9,044	\$700	\$140,363	

LEGEND:
 PM - Project Manager (Dave Koch)
 PE - Project Engineer (Ben Whitehead/Jeff Glover)
 SISE - Senior Support Engineer
 SE - Support Engineering (Discipline Engineering Support)
 RE - Resident Engineer
 TO/QC - Technical Experts/Quality Control Staff (various)
 CAD - Computer Aided Drafting
 Admin - Administrative Staff

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

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PURCHASE OF
WATER METERS AND METERING EQUIPMENT

WHEREAS, the City of Wyoming conducted a formal bidding process in 2009 to solicit bid proposals from water meter vendors to supply the City with the necessary water meters and metering equipment needed to replace existing meters on an as-needed basis, and

WHEREAS, the low bidder, ETNA Supply, was awarded the bid to supply Sensus water meters and metering equipment to the City on an annual basis and that bid was initially awarded in 2009, and

WHEREAS, this initial bid provided by ETNA Supply is about to expire and ETNA Supply has submitted a price list to supply the City with Sensus meters and metering equipment for an additional year, and

WHEREAS, City staff has evaluated the new price list and found the overall increase in prices of approximately 5.5% to be justified and reasonable and City staff has been pleased with the Sensus water meters and water metering equipment and the level of customer service and technical support provided by the staff of ETNA Supply, and

WHEREAS, the annual expenditure for water meters and metering equipment is expected to total approximately \$190,000 as we continue to replace residential meters on an as-needed basis, and

WHEREAS, invoices for the purchase of water meters and metering equipment will be charged to the Water Fund Transmission and Distribution Meters activity account #591-591-56500-77500 and adequate funding is provided in that account;, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby accept the bid extension from ETNA Supply to supply the City with Sensus water meters and metering equipment for a period of one year from the date of acceptance of this bid extension.

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

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 20th day of December, 2010.

Attachments: Memorandum
Copper Price History
Price list quotation from ETNA Supply

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

INTEROFFICE MEMORANDUM

TO: THOMAS KENT
FROM: MARK KNEIBEL - METER SHOP FOREMAN
SUBJECT: BID EXTENSION - ETNA SUPPLY CO.
DATE: 12/15/2010

We have just completed our first year of purchasing Sensus Water Meters from Etna Supply Company. In the past, we have been challenged when starting out with a new meter vendor but this transition has been very smooth. The customer service that Etna Supply provides is exceptional and their technical support has been excellent. Additionally, because Etna Supply is a Wyoming business, we are no longer required to keep large number of meters in our inventory as their stock of water meters is established to meet our anticipated demands. Since we have already completed a change-out of all commercial meters, our current goal is to continue to replace residential and problem meters in the distribution system and to continue to test residential meters to verify continued accuracy.

I have received a quotation from Etna Supply to continue to provide the City of Wyoming with water meters and reading equipment for an additional year. The quoted price of the meters has increased approximately 5.5 percent due to the increases in brass prices. One of the major components used to produce brass is copper and the price of copper has increased approximately 33% in the past year (see attachment).

Therefore, I believe the price increase is reasonable and warranted and I am recommending extension of the bid with Etna Supply Company to supply the City of Wyoming with Sensus water meters and metering equipment for another year. I estimate our annual expenditure for replacing meters to be approximately \$190,000.

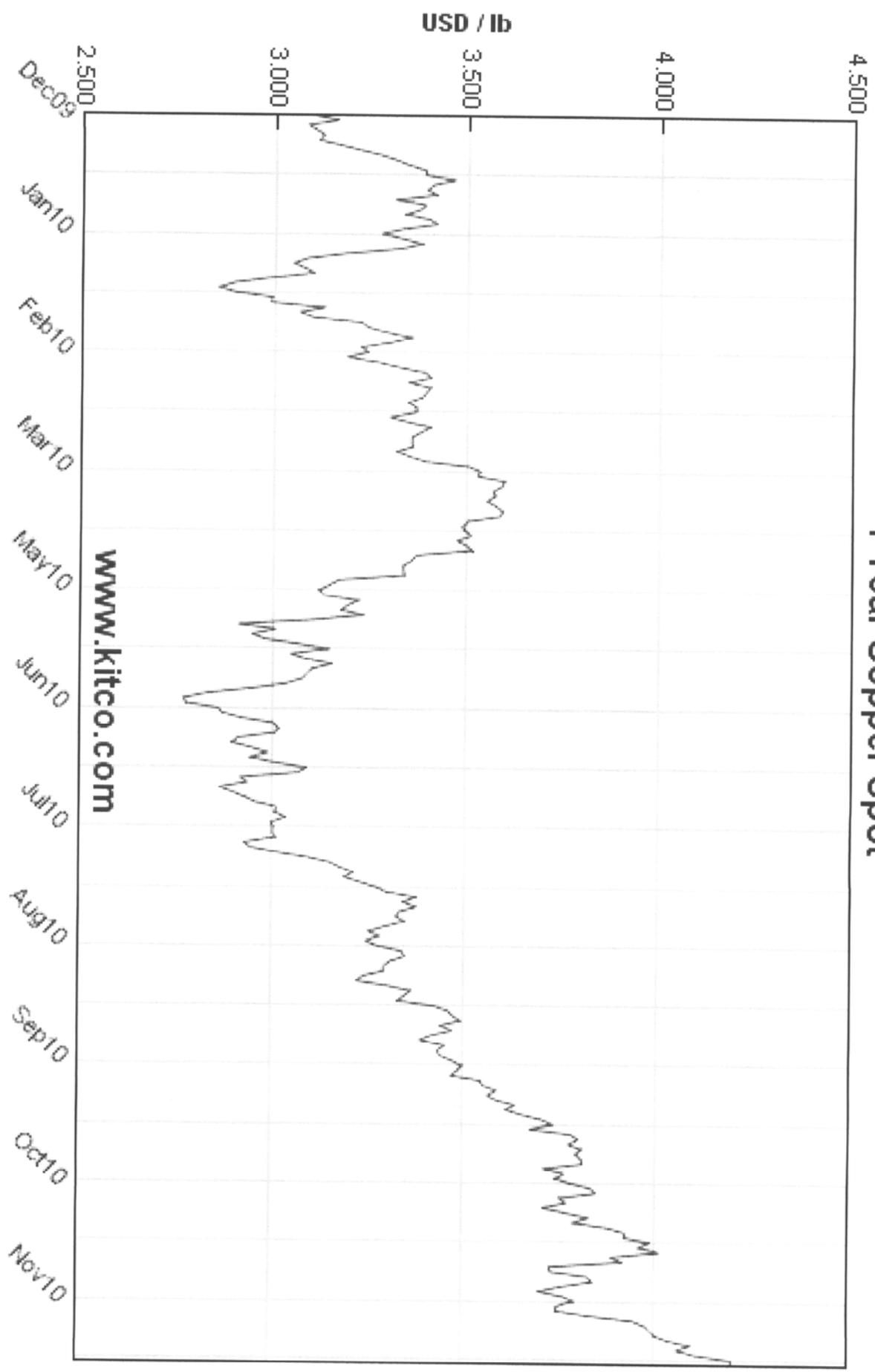
Funding for the purchase of the water meters and water metering equipment is provided in the Water Fund, Transmission and Distribution Meters activity account #591-591-56500-775000.

Reviewed and approved by:



Thomas Kent
Deputy Director of Public Works

1 Year Copper Spot





ETNA SUPPLY - GRAND RAPIDS
 529 32ND ST SE
 GRAND RAPIDS, MI 49548
 616 241 5414
 Fax 616 241 4786



Quotation

QUOTE DATE	QUOTE NUMBER
11/30/2010	S100002168
ETNA SUPPLY 529 32nd St. SE PO BOX 897 GRAND RAPIDS, MI 49548 P-616 248 9182 F-616 246 9940	PAGE NO.
	2 of 2

QUOTE TO:

SHIP TO:

WYOMING CITY OF
 WATER METERS
 2385 PORTER ST SW
 WYOMING, MI 49509

WYOMING CITY OF
 WATER METERS
 2385 PORTER ST SW
 WYOMING, MI 49509

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
19613	QUOTE		Alby Villarreal	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Al Weber	BID	NET 10TH PROX	12/30/2011	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	MTR 6" OMNI T2 - 1 CF (27"); 1 CUBIC FEET 1 CF PULSE OUTPUT TURBO DRS LAY LENGTH (27") ***T61XXXXF1ATXX***		3645.000/ea	3645.00
Taxes are not included! See Terms and Conditions on our website www.etnasupply.com/customer/etsuco/tc-ord.htm			Subtotal	8507.50
			S&H Charges	0.00
Prices are firm for 393 days. Price subject to change after 393			Amount Due	8507.50

TERMS AND CONDITIONS OF ORDERS AND QUOTES

1. Agreement: In consideration of Etna Supply Company ("Seller") agreeing to sell to the Buyer, the Buyer agrees as follows: The terms and conditions of this Quotation together with the terms and conditions of any credit application, quotation, confirmation and/or invoice prepared by Seller constitute the agreement between the parties (the "Agreement"). Buyer agrees to each and every term contained in the Agreement as a precondition to Seller's performance. Any term or condition in any purchase order or other form or document issued by Buyer, regardless of the materiality of the term or condition, that differs from or is contrary to the terms and conditions contained in the Agreement are objected to and excluded unless expressly agreed to in a written acknowledgment issued by Seller. No other terms or conditions not set forth in the Agreement shall apply unless expressly agreed to in a written acknowledgment issued by Seller.
2. Payment: Payment shall be made by the 25th of the month following delivery. A time-price differential charge equal to 1.7% per month (20.4 % per annum) will be charged on all past due balances. If Buyer's financial responsibility shall become unsatisfactory to Seller at any time and for any reason, Seller shall have the right, in addition to whatever other rights Seller may have at law or equity, to require payment in cash or to obtain satisfactory security from Buyer before making any further deliveries. In case any payment is not made when due, Seller shall have the right, in addition to its other remedies, to seek specific performance of this Agreement, to suspend any further deliveries, alter payment terms, or terminate this Agreement. Approval of credit for one or more deliveries shall not be deemed a waiver of this provision.
3. Disclaimer of Warranties. SELLER DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE GOODS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION DESCRIPTION, QUALITY, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE. NO PERSON, INCLUDING BUYER, IS AUTHORIZED BY SELLER TO MAKE WARRANTIES OR ASSUME ANY LIABILITY FOR SELLER WITH RESPECT TO THE GOODS OR SERVICES. ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES AND SHALL NOT BE RELIED ON BY BUYER AND ARE NOT PART OF THE AGREEMENT. SELLER'S WARRANTY OBLIGATIONS, AND BUYER'S REMEDY, ARE SOLELY AS STATED IN THIS AGREEMENT.
4. Notice of Claims. Buyer shall inspect the products immediately upon delivery. Notice of any claim for shortage or defects discoverable on such inspection shall be made to Seller within five (5) days thereafter. Buyer shall, upon Seller's request, furnish reasonable proof of any claimed defect and Seller shall be given an opportunity to investigate. Failure of Buyer to give notice of any claim within the specified period shall be deemed an absolute and unconditional waiver of such claim.
5. Risk of Loss: The products sold pursuant to this Agreement are sold F.O.B. Seller's place of business. Purchaser assumes responsibility for all costs of transportation. If Seller assists Purchaser in this regard, it is agreed that such assistance is gratuitous, and Seller shall have no obligation or liability arising out of such assistance. Risk of loss shall pass to Buyer when Seller completes its performance with respect to delivery of the products to Buyer.
6. Force Majeure: Seller shall not be liable for any delay or impairment of performance resulting in whole or in part from any cause beyond Seller's control including, without limitation, fires, floods, explosions, accidents or other catastrophes, acts of God, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor or materials, inability to procure the products or raw materials, severe weather conditions, changes of law or regulation, or any other circumstance or cause beyond Seller's control. Such excuse from performance shall extend so long as the event continues to delay or impair Seller's performance.
7. Field Representations: The services of Seller's representatives in the field are offered on request and when personnel are available for such period of time and for such charge as Seller deems appropriate. Any such service is offered only on the condition that Seller shall not be deemed to have approved of, or in any manner to have assumed responsibility for, the engineering, design, supervision, inspection, or quality of the workmanship of the job. IN NO EVENT SHALL THE SERVICES OR STATEMENTS OF SELLER'S REPRESENTATIVE CREATE A WARRANTY, EXPRESS OR IMPLIED, OR ANY OTHER OBLIGATION WITH RESPECT TO ANY PRODUCT OR SERVICE OF SELLER.
8. Security Interest: Title to the products sold pursuant to the Agreement shall remain with Seller until all payments therefor shall have been made in full in cash. Seller shall retain a security interest in the Products, the accounts receivable related to the Products and the proceeds from the sale of the Products as security for Buyer's performance of its obligations. Buyer hereby authorizes Seller to create and file a financing statement. Buyer agrees to execute and deliver such other documents as necessary to create, perfect, preserve or enforce such security interest.

9. Limitation of Liability:

a. Exclusive Remedy: The exclusive remedy for the Buyer for any damages incurred as a result of the Agreement is limited to the return of the purchase price of the goods. In no event shall Seller be liable to Buyer or any other person or entity for damages of any kind, including, without limitation, indirect, special, incidental, consequential or punitive damages, arising from the sale of the Products or in connection with the use or inability to use the Products for any purpose whatsoever, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise. In no event shall Seller incur any liability whatsoever for damages of any kind arising out of or relating to delay in delivery.

b. Purchase Price: Should the remedy of replacement be found to be inadequate or to have failed of its essential purpose for any reason whatsoever, Buyer agrees that return to it of the full purchase price of the particular products by Seller shall prevent the remedy from failing of its essential purpose and shall be considered by Buyer a fair and adequate remedy.

10. Costs of Collection: In the event Buyer or Guarantor shall default in any way on Buyer's or Guarantor's obligations under this or any other Agreement, including without limitation the failure to make a timely payment, Buyer and Guarantor shall be liable to Seller for all of Seller's costs of collection including, but not limited to, attorney's fees and expenses.

11. Governing Law/Jurisdiction-Venue/Statute of Limitations: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to its conflict of law doctrine. By entering into this contract, Buyer waives any right to a jury trial. By entering into this agreement Buyer agrees to submit itself to jurisdiction in Michigan and to venue in any state or federal court located in Kent County, Michigan. BUYER WAIVES ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY IF NOT BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION FIRST ACCRUED TO BUYER.

12. Special Orders: All special order items are designated by a "*" and require a signed confirmation before Seller will Order the part. Special Order items may not be returned without a return authorization signed by an ETNA Supply Representative. Any returned or cancelled special order item will have a minimum 35% restocking fee. Any special order item not returnable to the manufacturer becomes the property of the Contractor.

13. No Representation of Accuracy: This Quotation involves our interpretation of the materials required by the plans and specifications prepared by the engineer/architect/contractor relative to the project. WE MAKE NO REPRESENTATION AS TO THE ACCURACY OF OUR INTERPRETATION. The person or entity to whom this Quotation is directed, by receipt of this Quotation, agrees to accept all responsibility for determining the materials and quantities required for the project.

14. Quotation Not Transferable: This Quotation is based on various business factors and considerations and may not be used by any other contractor or any other person or entity without the express written consent of Seller. Seller reserves the right to discount the quoted prices for any reason and in any amount without offering such discount to any other contractor or any other person or entity.

15. Quotation Not Offer: This Quotation is not an offer to sell. All purchase orders and shipments are subject to the prior approval of Seller's Credit Department. No purchase order should be considered as accepted until acknowledged in writing by a duly authorized representative of Seller.

16. Termination of Quotation: This Quotation will become void at 11:59 P.M. Eastern Time, thirty (30) days after the date this Quotation was created. An order resulting from the Quotation must be placed and released within thirty (30) days of the Quotation in order for the prices set forth therein to remain firm.

17. Cancellation: Goods purchased, orders made and/or charges incurred by Seller on good faith reliance on Buyer's order (either verbal or in writing), which order Buyer subsequently cancels, will be chargeable to Buyer to the same extent paid by Seller.

18. Escalation: Seller reserves the right to escalate prices up to 10% cumulatively for each 50-day period or fraction thereof following price protection.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF ARGON

WHEREAS, as detailed in the attached memorandum from the City's Laboratory Services Manager, the Clean Water Plant uses Argon in its laboratory, and

WHEREAS, Purity Cylinder Gases, Inc. provided the City with a quotation to continue to supply the City with Argon, and

WHEREAS, it is recommended the quotation be accepted in the amounts as shown on the attached memorandum and letter from Purity Cylinder Gases, Inc., and

WHEREAS, funds for the purchase of Argon are budgeted in Sewer Fund Treatment Operating Supplies account number 590-590-54300-740000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of Argon from Purity Cylinder Gases, Inc. through December 31, 2011, and

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

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

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 20th day of December, 2010.

Attachments: Memorandum
Letter from Purity Cylinder Gases Inc.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

Memorandum

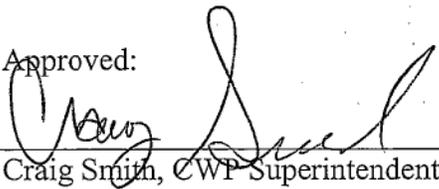
To: Craig Smith, Clean Water Plant Superintendent
C: Tom Kent, Deputy Director, Public Works
From: Myron Erickson, PE, Laboratory Services Manager *ME*
Date: 30 November 2010
Re: Argon Purchase

An inductively coupled plasma spectrophotometer (ICP) such as we use in the lab at the Clean Water Plant consumes argon gas to make a plasma. The plasma provides the energy involved in the detection of heavy metals in water samples. As you know, we have installed a facility to utilize a bulk storage tank located just outside our main building. The tank is owned by Purity and the City leases it and buys argon from them. Since 2004, the contract has been renewed annually as Purity was the sole source for bulk argon until 2008. This has been an excellent arrangement that has given us a reliable source at a very economical price.

In 2008 we had for the first time the choice of a different supplier, Praxair. But a comparison of their quotes revealed that Purity was still less expensive. Furthermore, changing suppliers would require us to change over to a different hard-plumbed high pressure storage tank, which would be very expensive and impractical. I haven't repeated this analysis since the costs of changing over to a different hard-plumbed high pressure storage tank haven't changed, and the switch would be incredibly disruptive. Moreover, Purity is the company that gives us liquid carbide lime for free, which we then use to stabilize our biosolids, a cooperative arrangement that saves us untold thousands of dollars over the years.

Our purchase order with Purity Cylinder expires on Dec 31, 2010. Given this and the success of our relationship with them, we have asked Purity Cylinder to renew our pricing agreement for the coming year. Purity Cylinder's quotation to us for continued argon supply and service raises the price *by one penny* to \$4.41/hcf through December, 2011. Tank rental and the delivery charge remain unchanged over this year. The attached quotation reflects this, and it is my recommendation that we renew the purchase order with Purity Cylinder Gases, Inc. for the purchase of argon gas for the next 12 months. Note that the fuel surcharge may vary according to fluctuations in diesel fuel costs.

Approved:


Craig Smith, CWP Superintendent


Tom Kent, Deputy Director PW



PURITY CYLINDER GASES INC.

www.puritygas.com

Since 1938

2580 28th St. SW, PO Box 9390
Grand Rapids, MI 49509-0390
Phone (616) 532-2375 - Fax (616) 532-5626
Customer Service Fax (616) 532-1022
E-Mail – gr@puritygas.com

Grand Rapids MI	Kalamazoo MI	Lansing MI	Warsaw IN	Battle Creek MI	Mt. Pleasant MI	Cadillac MI	Traverse City MI	Saginaw MI
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Myron Erickson [merickson@ci.wyoming.mi.us]
City of Wyoming

Dear Myron:

Myron, in response to your email, I am pleased to provide you with the following pricing schedule for your Argon bulk needs:

1. From current through December 31, 2011 - \$4.41/HCF
2. Rental facility on bulk tank through December 31, 2011 - \$200.00/month
3. Delivery Fee - \$18.50
4. Fuel Surcharge (varies w/fuel cost)

Myron, we at Purity appreciate the business relationship between us and we hope to be of further service to City of Wyoming in the future. Thank you.

Sincerely,

PURITY CYLINDER GASES, INC.

Mark Burns

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

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

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

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

	<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1.	TKN Distillation Apparatus	Buchi	\$20,713.00

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

Motioned carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 20th day of December, 2010.

Attachment: Memorandum

Heidi Isakson
Wyoming City Clerk

Memorandum

To: Craig Smith, Clean Water Plant Superintendent
From: Myron Erickson, PE, Laboratory Services Manager
Date: 7 December 2010
Re: TKN Distillation Apparatus Purchase Recommendation

On Tuesday, November 30, 2010, four bids were received in answer to our invitation to bid on a Total Kjeldahl Nitrogen Distillation System. The complete system consists of two units, the heating block (or digestion unit) and the distillation unit. These units are used in the analysis of water or solid residuals when we need to determine the concentration of organic nitrogen. This is an important determination to make because it affects the fertilizer value of our biosolids, and as such affects biosolids land application loading rates and compliance reporting.

Invitations to bid on the TKN distillation apparatus were sent to thirty prospective bidders and the bids received were as follows:

Bidder	Model	Price Bid (\$)
Thermo Fisher	Foss Tecator Kjeltac and Tecator Digestor Model 8100	13,886
Neu-Tec Group, Inc.	Velp UDK 139 and DK 6 with ancillaries.	15,827
SCP Science	DigiPrep 300 and DigiPrep HT 250	18,970
Buchi	Buchi K-360 and Buchi K-425	20,713

Unfortunately, the only unit to meet specification and our needs is the most expensive. The unit from Thermo Fisher requires a different size of glass ware and would require us to purchase all new glassware and change our method accordingly. The Neu-Tec unit uses the correct glassware but is too tall (by nearly 5 inches) and would not fit in the fume exhaust hood where the unit is operated. The unit from SCP Science uses the wrong size glassware and weighs half again as much as the maximum we specified (75 lbs versus 50 lbs max specification). Weight and height are important factors to us in this case since the unit needs to be lifted into and out of the fume hood where it is operated for preventive maintenance and servicing.

This leaves the system from Buchi, which does meet all our specifications. Hence, I recommend purchasing the Buchi. Adequate funds are allocated in capital outlay account # 590-590-54400-980-200.

Attachment: Photographs

Approved:

Craig Smith, CWP Superintendent

Date



ORDINANCE NO. 12-10

AN ORDINANCE TO AMEND PORTIONS OF SECTION 86-36,
86-172 AND 86-292 AND TO ADD SECTIONS 86-141
AND 86-253(b) TO THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS.

Section 1. That the definition of Director in Section 86-36 shall be amended to read as follows:

Director means director of public works or his designee.

Section 2. That the following definition is hereby added to Section 86-36:

MAHL means maximum allowable headworks loading; to prevent loadings in excess of daily maximum and monthly average limits in the NPDES permit.

Section 3 That Section 86-172 is hereby amended to read as follows:

Sec. 86-172. Publication of list of industrial users in significant noncompliance.

As required by federal regulations, 40 CFR 403.8(f)(2)(vii), the city shall at least annually, before April 1, publish in a newspaper of record a list of industrial users which during the previous calendar year were in significant noncompliance of applicable pretreatment standards or other pretreatment requirements. For the purposes of this section significant noncompliance is defined in section 86-131.

Section 4. That Section 86-292 is hereby amended to read as follows:

Sec. 86-292. Discharge standards and limits.

(a) All nonresidential users who discharge compatible pollutants shall be subject to the requirements itemized below.

(1) *Background standards.* Unless specially authorized via approval of the director and issuance of a wastewater discharge permit, no wastewater containing pollutants in excess of the following background levels shall be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)
5-Day BOD	240
Suspended Solids	220
Parameter	Daily Average

	Concentration (mg/L)
Phosphorus	6.4
Fats, Oil & Grease	51
Ammonia Nitrogen	22.9

(2) *User-specific maximum limits.* Upon approval of the director and issuance of a wastewater discharge permit, and if the discharge complies with the requirements of subsection (3) herein, wastewater not in excess of user-specific maximum mass limits may be discharged. These limits will be established by the director by an appropriate allocation of the wastewater treatment plant's approved maximum allowable headworks loadings for the following parameters:

Parameter	MAHL (lb/day)
5-Day BOD	68,000
Suspended Solids	51,600
Total Phosphorus	1,800

(3) *General maximum limits:* Upon approval of the director and issuance of a wastewater discharge permit, wastewater containing pollutants not in excess of the following maximum concentration limits may be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)	Single Grab Concentration (mg/L)
Fats, Oil & Grease	470	830

(4) *Surcharge threshold standards.* Discharges of compatible pollutants shall also be subject to a surcharge in accordance with section 86-162 when exceeding any of the following baseline levels:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)
5-Day BOD	340
Suspended Solids	355
Phosphorus	9.1
Fats, Oil & Grease	96

(b) All nonresidential users who discharge incompatible pollutants shall be subject to the requirements itemized below.

(1) Primary toxic pollutants.

a. *Background standards.* Unless specially authorized via approval of the director and issuance of a wastewater discharge permit, no wastewater containing pollutants in excess of the following background levels shall be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)	MAHL (lb/day)
Arsenic, Total	0.00716	9.99
Cadmium	0.00	2.03
Chromium, Total	0.00175	43.9
Copper, Total	0.0595	87.6
Lead, Total	0.00544	70.0
Mercury, Total	0.000121	0.00214
Molybdenum, Total	0.002	10.6
Nickel, Total	0.003	27.1
Selenium, Total	0.0112	8.33
Silver, Total	0.0118	11.5
Zinc, Total	0.127	187.0
Cyanides, Total	0.00282	4.01

b. *General maximum limits.* Upon approval of the director and issuance of a wastewater discharge permit, wastewater not in excess of the following limits may be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)	Single Grab Concentration (mg/L)
Arsenic, Total	0.29	1.3
Cadmium, Total	0.094	0.33
Chromium, Total	2.1	5.4
Copper, Total	2.4	5.3
Lead, Total	2.5	4.6
Molybdenum, Total	0.51	1.4
Nickel, Total	1.3	2.6
Selenium, Total	0.33	1.4
Silver, Total	0.37	2.7
Zinc, Total	5.0	6.0

Cyanides, Total	0.18	0.91
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** Based on discharge of any or all of the following phenolic compounds:

- 2-Chlorophenol; 4-Chlorophenol; 2,4-Dichlorophenol;
2,4-Dimethylphenol; 2,4-Dinitrophenol;

2-Methylphenol; 4-Methylphenol; 2-Nitrophenol; 4-Nitrophenol; and Phenol. Discharge of other phenolic compounds is prohibited, except as specifically authorized by the director. If a discharge exceeds this total Phenols limit, the affected user may petition the director for an alternative individual phenolic limit in accordance with subsection (b)(4) herein.

(2) *Secondary toxic pollutants.*

- a. *Background standards.* Unless specially authorized via approval of the director and issuance of a wastewater discharge permit, no wastewater containing pollutants in excess of the following background levels shall be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)
Acetone(2-Propanone)	0.0758
Bromodichloromethane	0.00159
Butylbenzylphthalate	0.00668
di-n-Butylphthalate	0.00406
Chloroform	0.00623
Dibromochloromethane	0.00199
1,4 Dichlorobenzene	0.00279
bis 2-Ethylhexyl Phthalate	0.0265
4-Methylphenol (p-Cresol)	0.0908
Phenol	0.0158
Toluene	0.000938

**Where background levels in normal tap water exceed any of the indicated concentrations, the city may grant an exemption to requiring a wastewater discharge permit if it is adequately demonstrated that no other discharge of the corresponding substance occurs from the discharger's facility.

- b. *General maximum limits.* Upon approval of the director and issuance of a wastewater discharge permit, wastewater containing pollutants not in excess of the following limits may be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)
Acetone (2-Propanone)	620
Benzene	0.61
Bromodichloromethane	0.71

2-Butanone (Methyl Ethyl Ketone)	650
Parameter	Daily Average Concentration (mg/L)
di-n-Butylphthalate	0.91
Carbon Tetrachloride	0.13
Chlorobenzene	2.4
Chloroform	0.64
4-Chloro-3-Methyl Phenol (p-Chloro-m-Cresol)	0.86
Dibromochloromethane	0.75
1,2-Dichlorobenzene	2.1
1,3-Dichlorobenzene	0.31
1,4-Dichlorobenzene	0.40
1,2-Dichloroethane	0.35
1,1-Dichloroethylene	1.9
1,2-Dichloroethylene	4.5
1,2-Dichloropropane	0.34
2,4-Dimethylphenol	4.3
Ethylbenzene	0.98
bis 2-Ethylhexyl Phthalate	0.16
Isophorone	30
Methylene Chloride	1.1
2-Methylphenol (o-Cresol)	6.5
4-Methylphenol (p-Cresol)	3.1
Naphthalene	2.0
Phenol	32
1,1,2,2-Tetrachloroethane	0.12
Tetrachloroethylene (Perchloroethylene)	0.05
Toluene	3.5
1,1,1-Trichloroethane	2.0
1,1,2-Trichloroethane	0.23
Trichloroethylene	0.54
Vinyl Chloride	0.05
Xylenes, Total	0.94

(3) *Tertiary toxic pollutants.*

- a. *Background standards.* Unless specially authorized via approval of the director and issuance of a wastewater discharge permit, no wastewater containing pollutants in excess of the following background levels shall be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)
Benzoic Acid	0.166
Diethylphthalate	0.00873
2-Methylnaphthalene	0.0178

- b. *User-specific maximum limits.* Upon approval of the director and issuance of a wastewater discharge permit, and if the discharge complies with the requirements of subsection (c) herein, wastewater not in excess of user-specific maximum limits may be discharged. These limits will be established by the director via an appropriate mass allocation of the wastewater treatment plant's approved maximum allowable headworks loadings for the following parameters:

Parameter	MAHL (lb/day)
Benzoic Acid	15.9
Carbon Disulfide	4020
Chloroethane	167
Diethylphthalate	111
1,1-Dichloroethane	23
Ethyl Ether (Diethyl Ether)	107
2-Hexanone (Methyl-n-Butyl Ketone)	5.420
Hexone (Methyl Isobutyl Ketone; 4-Methyl-2-Pentanone)	0.178
2-Methylnaphthalene	244
N-Nitrosodiphenylamine	0.743
Phenanthrene	4.79
2,4,5 - Trichlorophenol	2.65

- (4) *Individual phenolic compounds.* If a discharge exceeds the total phenols limit of subsection (b)(1) herein, the affected user may petition the director for an alternative individual phenolic compound limit. Included with this petition shall be a "phenol characterization plan" that shall aim to identify and quantify the specific phenolic compounds present in the discharge. If the director deems the plan approvable and concurs with the results of the subsequent study, if the specific compounds present in the discharge are included in those authorized herein, and if the discharge complies with the requirement of subsection (c) herein, the total phenols limit may be replaced with one or more of the following alternative user-specific maximum limits that will be established by the director via an appropriate mass allocation of the wastewater treatment plant's approved maximum allowable headworks loadings:

Parameter	MAHL (lb/day)
2,4-Dimethylphenol	543
2-Methylphenol (o-Cresol)	248
4-Methylphenol (p-Cresol)	75
Phenol	1440

- (c) All discharges with user-specific maximum limits established in accordance with Subsections (a)(2), (b)(3)b., and (b)(4) herein will be subject to all of the following additional requirements:
- (1) The discharge shall be monitored by continuous on-line flow measuring and recording devices, including the capability to calculate actual average daily flow.
 - (2) The discharge shall be monitored via an automatic sampler that is controlled via an input signal from the flow measuring device of subsection (c)(1), herein, so as to produce a flow-proportioned composite sample.
 - (3) The associated wastewater discharge permit shall include both average daily flow and concentration limits (daily average and single grab) as enforceable conditions.

Section 5. Section 86-141 is hereby added to the Code to read as follows:

Sec. 86.141. City of Grand Rapids Sanitary Sewer System.

In the event a significant industrial user located in the City is connected to the sanitary sewer system of the City of Grand Rapids, the terms of the City of Grand Rapids Sewer Use Ordinance (Chapter 27 of the Grand Rapids City Code) as amended, and the Interjurisdictional Agreement (IJA) executed by both the City of Grand Rapids and City of Wyoming pursuant to MCL 124.1 et seq, as amended, shall apply and are hereby incorporated by reference. Copies of the relevant portion of the Grand Rapids City Code and the IJA are on file with the city clerk and available to the public.

Section 6. That Section 86-253(b) is hereby added to read as follows:

- (b) All users shall be required to maintain records of waste water contribution information for a period of at least three (3) years.

Section 7. This ordinance shall be in full force and effect on the 4th day of January, 2011.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the 20th day of December, 2010.

Heidi A. Isakson
Wyoming City Clerk

ORDINANCE NO. 13-10

AN ORDINANCE TO AMEND SECTION 14-183
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 14-183 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 14-183. Closing Time. No alcoholic liquor shall be sold on any premises covered by this Article on any Sunday or on the period between December 24 and December 26 except as provided by the Michigan Liquor Control Act (MCL 436.101 et seq) and in accordance with the regulations established pursuant to that Act.

Section 2. This ordinance shall be declared an emergency ordinance and shall be effective upon publication.

I hereby certify that the above-entitled Ordinance was adopted as an emergency ordinance by the City of Wyoming at a regular session of the City Council held on the 20th day of December, 2010.

Heidi A. Isakson
Wyoming City Clerk