

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, AUGUST 6, 2012, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Andrew Willis, Maplelawn Baptist Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of July 16, 2012
- 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. Presentation of a donation from the General Motors Foundation to the Greater Wyoming Community Resource Alliance
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - a) Budget Amendment No. 06 – To Appropriate \$42,000 of Budgetary Authority for Lamar Park Parking Lot Resurfacing
 - b) Budget Amendments No. 07 through No. 11, To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances From the 2011-2012 Fiscal Year to the 2012-2013 Fiscal Year
- 14) Consent Agenda**

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

 - a) To Appoint Connie Bellows as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
- 15) Resolutions**
 - b) To Authorize the Mayor and City Clerk to Enter into a Cooperative 21st Century Community Learning Center Agreement With Wyoming Public Schools (Cohort G) (Budget Amendment No. 05)
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - c) To Accept a Revised Quotation to Complete Repairs of the Rotating Assembly of the Clean Water Plant's West Centrifuge

- d) To Accept a Proposal for the Removal, Hauling and Disposal of Alum Sludge and Backfilling a Trench (Budget Amendment No. 04)
- e) To Authorize the Sale of Vehicles and Equipment
- f) To Authorize Bridgeway Cummins to Upgrade the Public Works Department's Generator
- g) To Award a Contract for Cured-In-Place Pipe Lining to Insituform Technologies
- h) To Award a Contract for Video Inspection of Existing Underground Sewer Lines to Terra Contracting
- i) To Authorize the Purchase of Laboratory Supplies From IDEXX

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (Pending Litigation)

21) Adjournment

INTEROFFICE MEMORANDUM

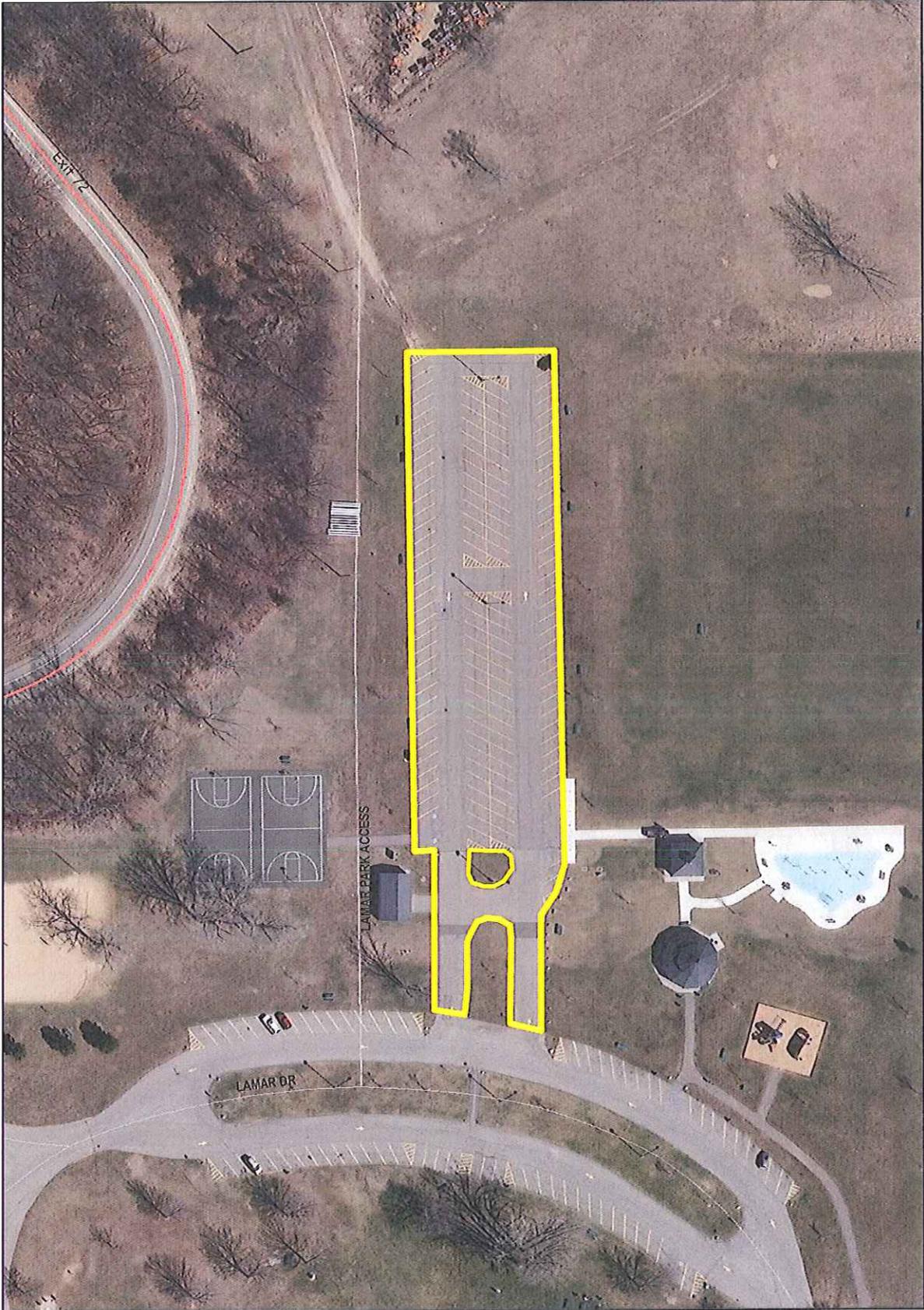
TO: CURTIS HOLT, CITY MANAGER
FROM: REBECCA RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES
SUBJECT: BUDGET AMENDMENT REQUEST
DATE: JULY 30, 2012
CC: BARB VANDUREN, DEPUTY CITY MANAGER; TIM SMITH, FINANCE DIRECTOR; BILL DOOLEY, DIRECTOR OF PUBLIC WORKS

In the Fiscal Year 2012 budget just ended, City Council had approved \$20,000 for parking lot maintenance and minor repair at Lamar Park. Due to various constraints within Parks and Recreation and Engineering operations, the resurfacing project was delayed into this FY 2013 budget year. Originally, the intent was to perform a minor crack repair and resealing of the park's most western parking lot; however, on July 19, 2012, Carolos Caceres, Senior Civil Engineer, notified me that during their reassessment of the project it was subsequently determined that the north parking lot should now be prioritized over the western lot. Please see attached aerial photo which indicates the project location. This larger area requires twice the funding than was originally anticipated in the 2012 budget. The following information was prepared by Caceres:

North Parking Lot at Lamar Park

Description	Units	Unit Price	Quantities	Total
Low volume ultra thin milling	Ton Syd	\$67.00 \$0.56	579.06 149	\$38,796.91 \$83.44
4" Paint Yellow	LF	\$0.20	3842.9	\$768.58
		Sub total		\$39,648.93
Contingency			5%	\$1,982
		Total		\$41,631

The 2012 funds have been returned to the dedicated Parks and Recreation Fund's fund balance. Subject to your approval, the above work shall be integrated into the already approved City of Wyoming Resurfacing Program. It is my understanding, upon the project's completion a payment request noting quantities shall be presented to City Council for their final approval. In the interim, Finance Director Tim Smith has prepared a Budget Amendment for the Council's August 6, 2012 review and approval per this specific project authorizing \$42,000 to be eligible for expense from 208-752-75600-975.110.



CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 6, 2012

Budget Amendment Number 007

To the Wyoming City Council:

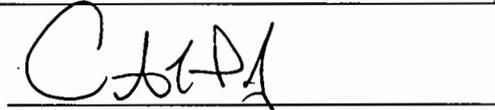
A budget increase of \$ 338,090 For The General Fund is requested for the following reason:
To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2011-2012 fiscal year to the 2012-2013 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital			<u>338,090</u>	

Recommended:



 Finance Director



 City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2012-2013 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

 Heidi A. Isakson
 City Clerk

August 6, 2012

City of Wyoming
Schedule of Reappropriations
 To the 2012 - 2013 Fiscal Year
For The General Fund
 Budget Amendment Number 007

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Total</u>
101-136-13600-984.000	District Court	State Designated Fund		\$ 67,350
	Information			
101-258-25800-984.017	Technology	Capital Outlay - Computer Equipment PO# 2012-1001 Black Box Network Services		196,610
	Facilities			
101-267-26700-956.014	Maintenance	Veterans Memorial Park		2,560
101-267-26700-967.000		Project Costs PO# 2012-1005 Fishbeck Thompson Carr & Huber		1,400
	Police			
	Administration			
101-305-30500-973.056		Computer System	50,990	
101-305-30500-984.017		Computer Equipment	970	51,960
101-305-30500-973000	2010 BYRNE JAG	Capital Outlay - JAG BYRNE	22,180	
101-507000		Federal Grant - JAG BYRNE	<u>(22,180)</u>	0
101-305-30500-984.017	Patrol	Capital Outlay - Miscellaneous		4,410
101-305-31504-709000	OHSP - OWI	Salaries - Uniform O.T.	4,000	
101-305-31504-709010		Salaries - Uniform O.T. Admin	2,000	
101-305-31504-715000		FICA	460	
101-305-31504-718000		Pension	1,400	
101-305-31504-718200		Pension Retiree Health - DC Plan	40	
101-305-31504-719000		Workers Comp. Insurance	320	
101-305-31504-956520		Other Services - Grand Rapids Dist.	3,000	
101-305-31504-956521		Other Services - Grandville Dist.	3,000	
101-305-31504-956522		Other Services - Kentwood Dist.	3,000	
101-305-31504-956523		Other Services - Walker Dist.	3,000	
101-305-31504-956524		Other Services - Cedar Springs Dist.	3,000	
101-305-31504-956525		Other Services - Kent County Dist.	5,000	
101-305-31504-956526		Other Services - Lowell Dist.	5,000	
101-305-31504-956527		Other Services - Rockford Dist.	3,000	
101-305-31504-956528		Other Services - Sparta Dist.	3,000	
101-505001		Federal Grants - OHSP - OWI	<u>(39,220)</u>	0

August 6, 2012

City of Wyoming
Schedule of Reappropriations
 To the 2012 - 2013 Fiscal Year
For The General Fund
 Budget Amendment Number 007

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Total</u>
101-305-31505-709000	OHSP - Safety Belt	Salaries - Uniform O.T.	8,900	
101-305-31505-709010		Salaries - Uniform O.T. Admin	3,200	
101-305-31505-715000		FICA	930	
101-305-31505-718000		Pension	2,800	
101-305-31505-718200		Pension Retiree Health - DC Plan	100	
101-305-31505-719000		Workers Comp. Insurance	280	
101-305-31505-740000		Operating Supplies	27,000	
101-305-31505-956520		Other Services - Grand Rapids Dist.	10,000	
101-305-31505-956521		Other Services - Grandville Dist.	9,000	
101-305-31505-956522		Other Services - Kentwood Dist.	10,000	
101-305-31505-956523		Other Services - Walker Dist.	3,400	
101-305-31505-956524		Other Services - Cedar Springs Dist.	4,000	
101-305-31505-956525		Other Services - Kent County Dist.	4,000	
101-305-31505-956526		Other Services - Lowell Dist.	7,000	
101-305-31505-956527		Other Services - Rockford Dist.	3,000	
101-305-31505-956528	Other Services - Sparta Dist.	2,000		
101-505002		Federal Grants - OHSP - Safety Belts	<u>(95,610)</u>	0
101-305-32100-860.000	Training Act 302	Travel and Training		12,440
101-305-32500-807.000	Communications	Geographic Information Services		-
	Fire			
101-337-33900-956.007	Fire Fighting	Fire Memorial	830	
101-337-33900-956.009		Fire Department Programs	<u>530</u>	<u>1,360</u>
				<u>\$ 338,090</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 6, 2012

Budget Amendment Number 008

To the Wyoming City Council:

A budget increase of \$ 22,850 For The Parks and Recreation Fund is requested for the following reason:

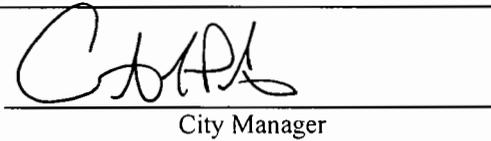
To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2011-2012 fiscal year to the 2012-2013 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	<u>22,850</u>

Recommended:



 Finance Director



 City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2012-2013 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

 Heidi A. Isakson
 City Clerk

August 6, 2012

City of Wyoming
Schedule of Reappropriations
To the 2012 - 2013 Fiscal Year
For The Parks and Recreation Fund
Budget Amendment Number 008

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Total</u>
Administration				
205-752-75200-801.006	Professional Services - Park Design			
	PO #2012-451 Olmstead Associates, Inc.		\$ 3,260	
	PO #2012-646 PM Blough Inc.		<u>3,610</u>	\$ 6,870
208-752-75200-984.017	Capital Outlay - Computer Equipment			6,500
208-752-75600-956.010	Other Services - Dog Park			9,030
Recreation				
208-752-76100-956.400	Other Services - Teen Council			<u>450</u>
				<u>\$ 22,850</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 6, 2012

Budget Amendment Number 009

To the Wyoming City Council:

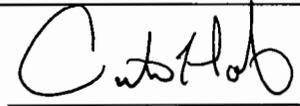
A budget increase of \$ 196,900 For The Sewer Fund is requested for the following reason:
To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2011-2012 fiscal year to the 2012-2013 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u> </u>	<u> </u>	<u>196,900</u>

Recommended:



Finance Director



City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2012-2013 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

Heidi A. Isakson
City Clerk

August 6, 2012

City of Wyoming
Schedule of Reappropriations
To the 2012 - 2013 Fiscal Year
For The Sewer Fund
Budget Amendment Number 009

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Total</u>
590-590-54300-930000	Sanitary Sewer Treatment	Repairs and Maintenance PO #2012-944 Andritz Bird Inc.		43,300
590-590-54400-986444	Capital Outlay	Plant Expansion PO #2008-13 JF New		13,600
590-590-54400-98455		Odor Control Project PO #2012-712 Allied Mechanical		<u>140,000</u>
				<u>\$ 196,900</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 6, 2012

Budget Amendment Number 010

To the Wyoming City Council:

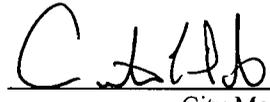
A budget increase of \$ 579,570 For The Water Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2011-2012 fiscal year to the 2012-2013 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital			<u>579,570</u>	

Recommended:


Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2012-2013 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

Heidi A. Isakson
City Clerk

August 6, 2012

City of Wyoming
Schedule of Reappropriations
 To the 2012 - 2013 Fiscal Year
For The Water Fund
 Budget Amendment Number 010

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Total</u>
	Pumping and Treatment			
591-591-55300-775.000	Maintenance Supplies			
	PO #2012-412 Bry-Air Inc.		\$ 3,170	
	PO #2012-525 Bry-Air Inc.		1,020	
	PO #2012-295 Siemans Industry Inc.		1,000	
	PO #2012-896 Systems Specialties		<u>1,590</u>	\$ 6,780
591-591-55300-801.000	Professional Services			
	PO #2012-1010 Dixon Engineering Inc.		\$ 1,000	
	PO #2012-836 Meyers Bueche & Nies		5,800	
	PO #2012-464 Michigan Municipal		<u>10,000</u>	16,800
591-591-55300-930.000	Repairs and Maintenance			
	PO #2012-852 Allied Mechanical Serv		\$ 1,580	
	PO #2012-1009 Allied Mechanical Serv		1,310	
	PO #2012-886 Dewind Water Well Serv		1,760	
	PO #2012-797 Systems Specialties		<u>3,070</u>	7,720
	Trans & Dist.			
591-591-55900-775.000	Gezon Station Maintenance Supplies			
	PO #2012-946 Netech Corp			1,770
591-591-55900-930.000	Repairs and Maintenance			
	PO#2011-673 Nelson Tank Engineering			3,140
	Trans & Dist.			
	Storage West of Gezon			
591-591-56100-930.000	Repairs and Maintenance			
	PO #2012-800 Corrpro Waterworks			1,760
	Trans & Dist.			
	Pipeline to Gezon			
591-591-56300-930.000	Repairs and Maintenance			
	PO #2012-886 Dewind Water Well Serv			1,000
	Trans & Dist.			
	Pipeline Meters			
591-591-56400-930.000	Repairs and Maintenance			
	PO #2012-912 Oudbier Instrument Co.			8,300
	Capital Outlay			
591-591-57300-984.017	Water Computer Equipment			

August 6, 2012

City of Wyoming
Schedule of Reappropriations
To the 2012 - 2013 Fiscal Year
For The Water Fund
Budget Amendment Number 010

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Total</u>
		PO #2012-943 Hewlett Packard Co		40,140
591-591-57300-986.444		Plant expansion	\$ 250,000	
		PO #2011-892 Allied Mechanical Sys.	19,180	
		PO #2011-893 Black and Veatch	<u>5,780</u>	274,960
591-591-57300-986.954		Maintenance Equipment		
		PO #2012-941 Franklin Holwerda Co		117,200
591-591-57300-987.239		Pipeline Repair	\$ 48,300	
		PO #2013-119 Prim & Newhof	<u>51,700</u>	<u>100,000</u>
				<u>\$ 579,570</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 6, 2012

Budget Amendment Number 011

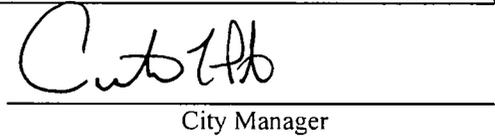
To the Wyoming City Council:

A budget increase of \$ 732,570 For The Motor Pool Fund is requested for the following reason:
To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2011-2012 fiscal year to the 2012-2013 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital			<u>732,570</u>	

Recommended:


Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2012-2013 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

Heidi A. Isakson
City Clerk

August 6, 2012

City of Wyoming
Schedule of Reappropriations
 To the 2012 - 2013 Fiscal Year
For The Motor Pool Fund
 Budget Amendment Number 011

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Total</u>
661-441-58200-806.000	Equipment Operations	Software Services PO #2012-959 Assetworks, Inc.		<u>\$ 10,920</u>
662-441-58500-977.000	Capital Outlay Depr Reserve	Buildings		125,000
662-441-58500-985.000		Vehicles		
		PO #2012-577 Jack Doheny Supplies Inc.	227,490	
		PO #2012-920 HME Inc.	361,670	
		PO #2012-1016 AIS Construction Equip Corp	<u>7,490</u>	<u>596,650</u>
				<u>\$ 721,650</u>

RESOLUTION NO. _____

RESOLUTION TO APPOINT CONNIE BELLOWS AS A MEMBER
OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. Connie Bellows has submitted an application requesting appointment to the Greater Wyoming Community Resource Alliance for the City of Wyoming.
2. A vacancy exists in a term ending January 1, 2013.
3. City Council wishes to appoint Connie Bellows as a member of the Greater Wyoming Community Resource Alliance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Connie Bellows as a member of the Greater Wyoming Community Resource Alliance for the term ending January 1, 2013.

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

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

Heidi A. Isakson, Wyoming City Clerk

08/06/2012
RR:et

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
WITH WYOMING PUBLIC SCHOOLS (Cohort G)

WHEREAS:

1. As detailed in the attached Staff Report, the City desires to partner with Wyoming Public Schools to provide after-school programming for community youth.
2. It is recommended City Council authorize the Mayor and City Clerk to enter into an Agreement with Wyoming Public Schools from July 1, 2012 through June 30, 2013.
3. All 21st Century Community Learning Center Grants (received by Wyoming Public Schools) cover all direct costs to the City with no matching funds required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into an Agreement with Wyoming Public Schools from July 1, 2012 through June 30, 2013 to provide after-school programming.
2. The City Council does hereby approve the attached budget amendment.

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

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement
Budget Amendment

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: August 6, 2012

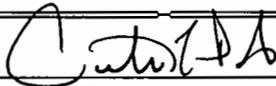
Budget Amendment No. 005

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$197,560 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort G) with Wyoming Public Schools per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks & Recreation Fund</u>				
Cohort G Grant - 2013 - 001 Revenue 208-526.002	\$0	\$197,560		\$197,560
Parks & Recreation - 21st Century Cohort G Grant - 2013 - Salaries 208-752-76108-706.000	\$0	\$22,700		\$22,700
Parks & Recreation - 21st Century Cohort G Grant - 2013 - Salaries - Temporary 208-752-76108-707.000	\$0	\$133,000		\$133,000
Parks & Recreation - 21st Century Cohort G Grant - 2013 - FICA 208-752-76108-715.000	\$0	\$12,920		\$12,920
Parks & Recreation - 21st Century Cohort G Grant - 2013 - Hospitalization 208-752-76108-716.000	\$0	\$8,860		\$8,860
Parks & Recreation - 21st Century Cohort G Grant - 2013 - Life Insurance 208-752-76108-717.000	\$0	\$40		\$40
Parks & Recreation - 21st Century Cohort G Grant - 2013 - Pension 208-752-76108-718.000	\$0	\$6,610		\$6,610
Parks & Recreation - 21st Century Cohort G Grant - 2013 - Pension DC Plan 208-752-76108-718.100	\$0	\$0		\$0
Parks & Recreation - 21st Century Cohort G Grant - 2013 - Pension Retiree Health - DC Plan 208-752-76108-718.200	\$0	\$0		\$0
Parks & Recreation - 21st Century Cohort G Grant - 2013 - Workers Comp. Ins. 208-752-76108-719.000	\$0	\$4,500		\$4,500
Parks & Recreation - 21st Century Cohort G Grant - 2013 - CIP and Longevity 208-752-76108-721.000	\$0	\$0		\$0
Parks & Recreation - 21st Century Cohort G Grant - 2013 - Operating Supplies 208-752-76108-740.000	\$0	\$4,000		\$4,000
Parks & Recreation - 21st Century Cohort G Grant - 2013 - Liability Insurance 208-752-76108-910.000	\$0	\$2,730		\$2,730
Parks & Recreation - 21st Century Cohort G Grant - 2013 - Other Services 208-752-76108-956.000	\$0	\$2,200		\$2,200
Fund Balance/Working Capital				

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____
that the General Appropriations Act for Fiscal Year 2012-2013 be amended by adoption of the foregoing budget amendment.
Motion carried: _____ yeas, _____ nays

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

City Clerk

STAFF REPORT

Date: July 24, 2012

Subject: Wyoming Public Schools 21st Century Learning Center Grant (Cohort G)

From: Rebecca Rynbrandt, Director of Community Services

Cc: Dr. Tom Reeder, Superintendent, Wyoming Public School District, and Eric Tomkins, Recreation Supervisor

Meeting Date: August 6, 2012

RECOMMENDATION:

It is recommended that the City Council approve an agreement with the Wyoming Public School District to partner with the district in the provision of after-school programming, called T.E.A.M. 21, for community youth.

SUSTAINABILITY CRITERIA:

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

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

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

DISCUSSION:

These funds replace the Cohort D grant agreement which expires on August 31, 2012. This will be the first year of the City's partnership with the Wyoming Public School District related to this specific 21st Century Community Learning Center Grant (Cohort G). There are two total sites covered in this agreement including Wyoming Junior High School (WPS) and Wyoming Intermediate School (WPS). The collaborative agreement between the City of Wyoming and Wyoming Public School district and corresponding budget amendment would be effective for July 1, 2012 through June 30, 2013. The City of Wyoming Parks and Recreation Department

complements the educational initiatives of T.E.A.M. 21 by providing safe and structured recreational and social activities during the scheduled hours of the program.

BUDGET IMPACT:

As with all 21st Century Community Learning Center Grants, all direct costs to the City are grant funded and no matching funds are required. The agreement provides for \$197,560 of revenue and expense to the City of Wyoming.

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort G)
JULY 1, 2012 to JUNE 30, 2013**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2012, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Wyoming Junior High School and Wyoming Intermediate School. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21st Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$22,700
Salaries – Temporary	\$133,000
FICA	\$12,920
Hospitalization Insurance	\$8,860
Life Insurance	\$40
Pension	\$6,610
Workers Comp. Insurance	\$4,500
CIP & Longevity	\$0
Unemployment	\$0
Operating Supplies	\$4,000
Travel & Training	\$0
Liability Insurance	\$2,730
Other Services	\$2,200
Total	\$197,560

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming's Grant Coordinator has direct oversight of the 21st Century Grant. Wyoming's Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

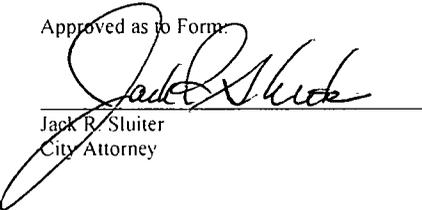
WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Dr. Thomas Reeder
Its Superintendent

Heidi A. Isakson
Its City Clerk

Approved as to Form:



Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A REVISED QUOTATION
TO COMPLETE REPAIRS OF THE ROTATING ASSEMBLY OF
THE CLEAN WATER PLANT'S WEST CENTRIFUGE

WHEREAS:

1. As detailed in the attached Staff Report from the City's Clean Water Plant Maintenance Supervisor, City Council adopted Resolution number 24178 on May 21, 2012, accepting a quotation from Andritz for inspection and service of the rotating assembly of the Plant's west centrifuge, in the estimated amount of \$43,300.
2. As was noted in the original staff report, there was the possibility during inspection, of unforeseen damage to the internal parts of the rotating assembly.
3. During inspection and service of the rotating assembly, Andritz found damage to many of the tungsten carbide tiles and submitted a revised quotation that included an additional amount of \$16,188 to complete the necessary repairs.
2. Funds are available in the Clean Water Plant Repairs & Maintenance Account #590-590-54300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the revised quotation from Andritz to complete repairs of the rotating assembly of the Clean Water Plant's west centrifuge.

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

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

ATTACHMENT:
Staff Report
Quotation

Heidi A. Isakson, Wyoming City Clerk

Staff Report

Date: July 19, 2012
Subject: Request for Approval of Additional Funds to Repair a Centrifuge
From: Tom Wilson, Clean Water Plant Maintenance Supervisor
Date of Meeting: August 6, 2012

Recommendation

It is recommended that the City Council approve the revised quote from Andritz Bird to complete the necessary repairs of the rotating assembly of the Plant's west centrifuge. Inspection of the rotating assembly found many of the tungsten carbide tiles on the conveyor are broken, chipped, or cracked and need to be replaced. This will be the first time for replacement of these tiles since installation of this centrifuge in 1987.

Sustainability Criteria:

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

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

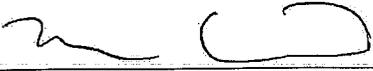
Economic Strength – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Plant.

Discussion:

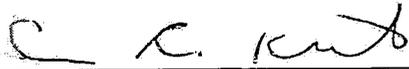
On May 21, 2012, per Resolution #24178, City Council accepted a quotation from Andritz Bird for complete inspection and service of the rotating assembly of the Plant's west centrifuge. As was noted in our original Staff Report dated April 26, 2012, there was the possibility, during inspection, of unforeseen damage to the internal parts of the rotating assembly. The inspection revealed that many of the tungsten carbide tiles on the conveyor are broken, chipped, or cracked and in need of replacement. As seen in the attached document from Andritz Bird, it clearly demonstrates the damage to many of the tungsten carbide tiles. The replacement of these tiles is over and above the quoted scope of work. A revised quotation was received from Andritz Bird indicating that the additional cost to make these unforeseen repairs is \$16,188.00. The Staff Report dated April 26th indicated that, in the case of unanticipated damage to the internal parts, we would request Council approval for these additional repairs, hence the reason for this memorandum.

Budget Impact:

Based on the information presented, it is recommended that the City Council accept the revised quote for additional, unforeseen work to repair the west centrifuge in the amount of \$16,188.00 as submitted by Andritz Separation. The new total for repairs of the west centrifuge rotating assembly is \$59,488.00. Adequate funds exist in the Clean Water Plants Repairs & Maintenance Account #590-590-54300-930000.



Approved: Myron Erickson, CWP Plant Superintendent.



Approved: Thomas Kent, Deputy Director of Public Works

CITY OF WYOMING, WYOMING MI.
ANDRITZ Model 5100, 30" x 120" Solid Bowl Centrifuge
Rotating Assembly, LB 4144
ANDRITZ SEPARATION Number # 355626

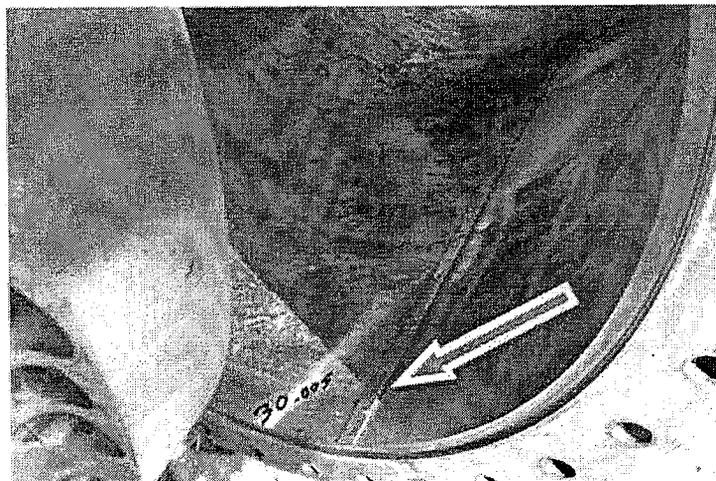
SCOPE OF WORK

OVERVIEW

- Disassemble centrifuge clean and inspect for wear and / or damage
- Measure and record all critical dimensions
- Generally the unit was in good condition with relatively little wear with only minor repair requirements, which are described below
- In addition to the bearings / seals / general overhaul already quoted and ordered, inspection showed a number of broken / chipped TC tiles that need to be replaced. Repair of the conveyor blade and replacement of the TC tiles is over and above the quoted scope of work and will be a price adder

BOWL

- Repair strip in bowl
- Install heads, correct TIR as required and balance to ANDRITZ Separation specification

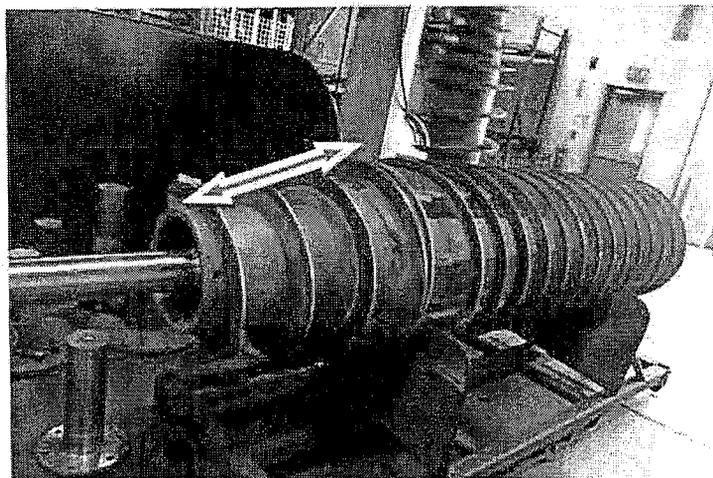


Repair bad strip in bowl.

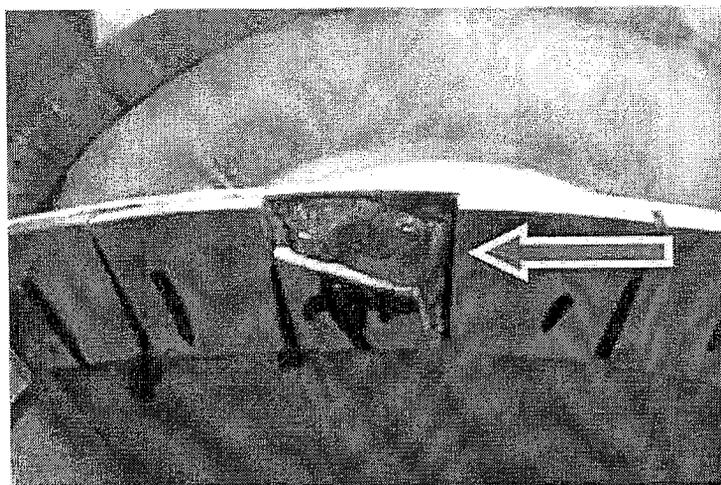
CONVEYOR - OVER AND BEYOND ORIGINAL SCOPE OF WORK

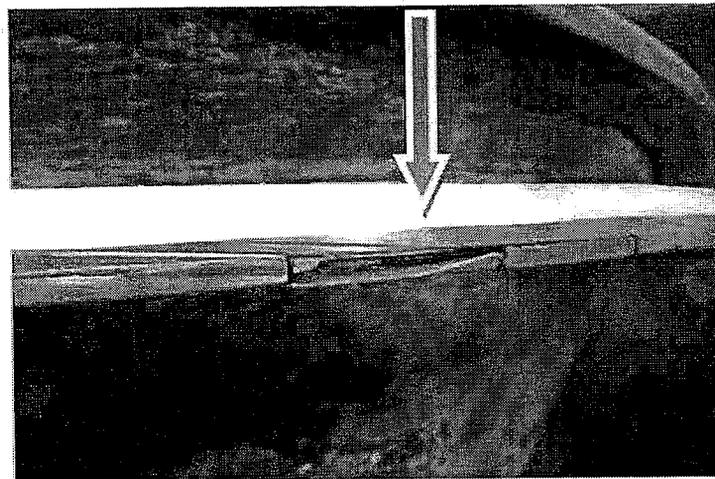
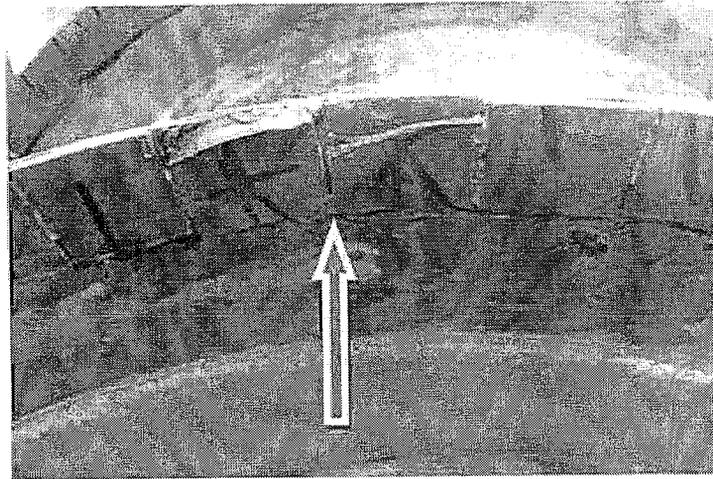
- Check void compartment for pressure
- Remove and replace Tungsten Carbide Tiles
- Build up blade tips in Tungsten Carbide Tile section of conveyor blades

- Grind blade tips to clearance
- Rework feed target area as required
- Assemble trunnions, correct TIR as required, balance to ANDRITZ Separation specification



Replace all T/C's





TRUNNIONS

Feed Trunnion:

- All areas mic. good
- Polish all critical areas
- Machine face and fits to match conveyor

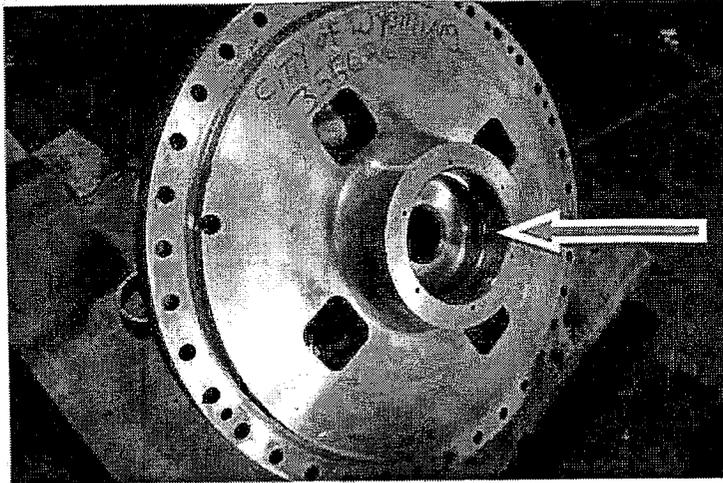
Spline Trunnion:

- All areas mic. good
- Polish all critical areas
- Machine face and fits to match conveyor

LIQUID HEAD

- ***Replace main bearing, conveyor bearing and seals***
- Rework conveyor bearing area back to specification

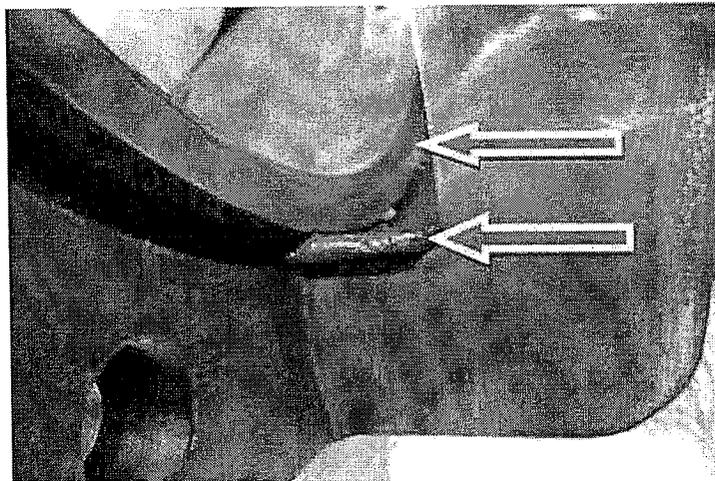
- Machine face and fits to match bowl



Rework conveyor bearing area

SOLIDS HEAD

- *Replace main bearing, conveyor bearing, one set of thrust bearings and seals.*
- Rework the wear tabs, wear ring with Coltung #1
- Machine face and fits to match bowl



Rework wear tabs, wear ring

VISCOTHERM

- Remove and replace bearings, seals, etc.

ASSEMBLY

- Assemble all components with new main and conveyor bearings, thrust bearings, seals, o-rings, bowl head plows, conveyor with solder on type tiles and required fasteners into a complete unit
- Install rebuilt rotodiff
- Perform a running test
- Record temperature and vibration readings
- Paint and prepare for shipment



7/18/12

Quote BL 04121201R2
Centrifuge Repair

Tom Wilson
City of Wyoming
Clean Water Plant
2350 Ivanrest Avenue SW
Wyoming, MI 49418

Subject: Quote for Centrifuge Repair, Revision 2
Attachments: Scope of Work, Repair Number 355626
Field Service Policy
Drawing LB3-908-0400
Terms and Conditions
Lab Submittal Forms

Tom,

The centrifuge has been through our DCI process (disassemble, clean, and inspect) and the findings are contained on the attached Scope of Work (SOW). Many of the Tungsten Carbide tiles on the conveyor are broken, chipped, or cracked and will require replacement. This is the primary reason for the difference between the estimated repair price and the price below.

- | | | |
|------------|---|------------------------------------|
| 1ea | Repair of M5100 Bird Centrifuge
Per attached SOW
Disassemble, clean and inspect
Detailed measurement of critical dimensions
Rework bowl head and trunnion face and fit
Replace all bearings, seals, o-rings, and fasteners
Replace Tungsten Carbide tiles on conveyor
Rework gear flange face and fit
Balance bowl and conveyor
2 hour run test measuring vibration and bearing temperature
Rotodiff will be disassembled, cleaned, and inspected
Replace bearings and seals, and run tested
Units prepared for shipment | Price: \$48,688.00 |
| 1ea | Service Technician for Re-Installation Assistance
Based on two days for installation and testing
Two travel days
Estimate includes labor, travel, and living expenses
See service policy. Actuals cost and expenses will be billed. | Estimated Price: \$5,400.00 |

ANDRITZ SEPARATION INC.
1010 Commercial Blvd. S.
Arlington, Texas 76001
Tel. (817) 465-5611
Fax (817) 468-3961
environ.us@andritz.com



1ea Process Engineer for Optimization Services Estimated Price: \$5,400.00
Expect two days to optimize performance on one centrifuge
Two travel days
Estimate includes labor, travel, and living expenses
Request 5 gallon lab sample be submitted prior to optimization
See attached lab submittal forms

Terms: Net 30 Days. Above pricing does not include any required taxes or fees.

Delivery: 4 Weeks

FOB: Scott Depot, WVA. Freight will be pre-paid and add.

Freight estimate for pick-up and delivery is \$3600.00.

See attached sheet of terms and conditions.

Please review and let me know if there are any questions or concerns. Please forward a revised purchase order when possible. Please note that we are continuing the work on the centrifuge to meet or possibly improve on the delivery.

Regards,

Bill Lane
Field Service Sales
847-502-4365

ANDRITZ SEPARATION INC.
1010 Commercial Blvd. S.
Arlington, Texas 76001
Tel. (817) 465-5611
Fax (817) 468-3961
environ.us@andritz.com

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
FOR THE REMOVAL, HAULING AND DISPOSAL OF ALUM SLUDGE
AND BACKFILLING A TRENCH

WHEREAS:

1. As detailed in the attached Staff Report from the City's Water Plant Superintendent, it is recommended that the City Council accept a proposal from Ottawa County Farms Landfill Republic Services, Inc. for the removal, hauling and disposal of Alum Sludge in the amount of \$17.90 per ton and backfilling a trench on the North side of the lagoon in the amount of \$5.90 per cubic yard.
2. Total estimated cost, including a 5 percent contingency on sludge volume, for removal, hauling and disposal of the Alum Sludge and back filling the trench is \$292,000.00.
3. Funds in the amount of \$140,000.00 are available in account number 591-591-55300-930000. An additional \$152,000.00 will be needed from the working capital.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the proposal from Ottawa County Farms Landfill Republic Services, Inc. for the removal, hauling and disposal of Alum Sludge and backfilling a trench.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENT:
Proposal

Heidi A. Isakson, Wyoming City Clerk

STAFF REPORT

Date: July 16, 2012
Subject: Removal and Disposal of Alum Sludge
From: Gerald H. Caron, Superintendent
Meeting Date: August 6, 2012

Recommendation:

The east lagoon at the City of Wyoming Water Plant has accumulated approximately 15,000 cubic yards of alum sludge. We recommend approval of the proposal from Ottawa County Farm Landfill for removal and disposal of our alum sludge at a cost of \$17.90 per ton. We also recommend approval of the quoted value of \$5.90 per cubic yard of sand needed for site restoration on the north end of the lagoon. Total cost including a 5 percent contingency is \$292,000.00.

Sustainability Criteria:

Environmental Quality – By disposing of our treatment plant alum sludge in an approved landfill we are protecting our environment.

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

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

Discussion:

Prior to the construction of the new south treatment facility the water plant used two lagoons to settle and dewater alum sludge. These lagoons would be periodically taken out of service and left to dry. Once the material was dry enough a proposal was solicited from the two area landfills for removal and disposal. The east lagoon was last cleaned in 2004. The west lagoon no longer exists since that is the site of the south treatment plant.

During the construction of the south treatment plant all of our alum sludge was sent to the east lagoon. The result is a lagoon with an estimated volume of 15,000 yards of alum

sludge. We now use our new centrifuges to mechanically dewater the sludge. This eliminates the need to send sludge to the lagoons in the future, except for emergencies.

Pricing for the sludge removal, hauling and disposal in 2004 was \$14.21 per ton. In 2006 we paid \$16.75 per ton. The proposal from Ottawa County Farm Landfill is \$17.90 per ton.

	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
Ottawa County Farm Landfill	17.90/ton	15,000 tons	\$268,500.00
Restoration North of Lagoon	5.90/yard	1,700 yds	\$10,030.00
Waste Mgmt. Autumn Hills	21.11/ton	15,000 tons	\$316,650.00
Restoration North of Lagoon	5.90/yard	1,700 yds	\$10,030.00

The estimated volume in the east lagoon is approximately 15,000 cubic yards with an estimated density of 2,000 pounds per yard or approximately 15,000 tons. The total estimated cost for removal, hauling and disposal is \$268,500.00. In addition, we asked the landfill companies to include a cost for restoration of the area north of the east lagoon. This area was used to stockpile additional alum sludge as the east lagoon was filled to capacity. The cost to fill in the trench following alum removal is \$5.90 per cubic yard of sand. Our estimate is that it will take 1,700 cubic yards of fill the trench, for a cost of \$10,000.00.

The total cost for cleaning the lagoon and restoring the site north of the East lagoon including a 5 percent contingency on the sludge volume is \$292,000.00.

Budget Impact:

We budgeted \$140,000.00 in our fiscal year 2012/13 budget in account 591-591-55300-930.000. An additional \$152,000.00 will be needed from our working capital to fund this activity.



July 17, 2012

City of Wyoming Michigan
Water Treatment Plant
16700 New Holland Street
Holland, MI 49424
Attn: Gerald H Caron

Dear Gerald,

Listed below is a proposal for the Removal and Disposal of Alum Solids from the City of Wyoming Water Treatment Plant into Ottawa County Farms Landfill in Coopersville, MI.

Our price to Excavate, Haul and Dispose of the Alum Solids at our approved landfill in Coopersville, MI: \$17.90 per Ton. This includes all mobilization, site preparation, and clean up costs.

Mike Averill mentioned backfilling a trench on the North side of the pond while we have equipment on site; our cost to provide clean sand backfill and bull-doze it into place: \$5.90 per cubic yard including tax. If you opted to use your own backfill we would move it from your borrow pit to the North side of the pond and place it in the trench for \$3.90 per Cubic Yard.

Best Regards

A handwritten signature in black ink that reads "Tom Moore".

Tom Moore
Ottawa County Farms Landfill
Republic Services, Inc.

Ottawa County Farms Landfill
15550 68th Ave
Coopersville, MI 49404
616.837.8195 • Fax 616.837.7607
www.republicservices.com

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE SALE OF VEHICLES AND EQUIPMENT

WHEREAS:

1. As detailed in the attached memorandum from the Director of Public Works, it is recommended the City change the process for the sale of vehicles and equipment through auction companies to allow for acceptance of bids and transfer of titles by the Director of Public Works or his designee.
2. Funds from the disposal of vehicles and equipment will be placed in either Motor Pool Depreciation and Reserve, or the General Fund depending upon the source of the vehicle's funding.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Director of Public Works or his designee to accept bids for the sale of vehicles and equipment and to authorize the transfer of titles.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENT:
Staff Report

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: July 10, 2012
SUBJECT: Disposal of City Vehicles and Equipment
FROM: William D. Dooley, Director of Public Works
Date of Meeting: August 6, 2012

RECOMMENDATION

To change the procedure for the sale of vehicles and equipment through auction companies to allow the Director of Public Works or his designee to accept the bids for the sale of vehicles and equipment and to authorize the transfer of the titles.

SUSTAINABILITY CRITERIA

Environmental Quality

The sale of vehicles and equipment through auction companies provides a method to insure the equipment is disposed of in an environmentally appropriate method.

Social Equity

Approval of this does not significantly impact social equity.

Economic Strength

The change in this procedure will result in the transaction for the sale of vehicles and equipment in a timely manner which will likely result in fewer bidders rescinding their bids.

DISCUSSION

The City of Wyoming Motor Pool purchases vehicles and equipment for use in city departments. As the vehicles and equipment become obsolete for city use, they are disposed of through auction companies, such as Expressway Auto Auction and Great Lakes Auto Auction. The motor pool also is responsible for occasionally disposing of vehicles impounded by the city's police department.

The auction companies are used for the sale of the vehicles and equipment in an effort to sell the items to the highest bidder at a public auction that specializes in the sale of this type of equipment. A reserve or minimum bid has been placed on the vehicles to prevent them from being sold for less than what the motor pool has determined to be the current market value.

The city's current procedure for sale of vehicles and equipment requires a bidder to wait up to 14 days to receive the vehicle or equipment. The 14-day delay has resulted in the loss of some sales in the past because bidders want to finish their transaction and take the vehicle home from the auction on the same day.

In an effort to maximize efficiency, expedite the transfer of titles and improve sales, it is recommended that the current procedure for the sale of vehicles and equipment through auction be changed to allow the immediate sale of the vehicles and equipment and for the transfer of the titles on the day of the auction. The Director of Public Works or his designee will subsequently provide a summary of the auction results to the Wyoming City Council. The Director of Public Works or his designee will also continue to set minimum bid amounts to prevent vehicles from being sold for less than what has been determined to be the current market value.

Receipts from the auction of the vehicles and equipment will be deposited in either the Motor Pool Depreciation and Reserve Fund or the General Fund depending upon the source of the vehicle's funding.

BUDGET IMPACT

The change in this policy will reduce administrative costs in overseeing the sale of city vehicles and equipment.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE BRIDGEWAY CUMMINS TO UPGRADE
THE PUBLIC WORKS DEPARTMENT'S GENERATOR

WHEREAS:

1. On January 6, 2012, the City was informed by the Michigan Department of Environmental Quality that the Public Works Department's generator was not in compliance with the Michigan Fire Prevention Code.
2. A quote to make the necessary upgrades to the generators was submitted by Bridgeway Cummins for \$12,827.41.
3. The Public Works Department recommends that the City Council authorize Bridgeway Cummins to complete the mandated upgrades to the generator.
4. Sufficient funds are available in the Motor Pool Building account, 661 441 58300 930000.

NOW, THEREFORE, BE IT RESOLVED:

The City Council hereby authorizes Bridgeway Cummins to complete the mandated upgrades to the generator for \$12,827.41.

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

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Staff Report

Resolution No. _____

STAFF REPORT

DATE: July 16, 2012
SUBJECT: Generator Upgrade
FROM: William D. Dooley, Director of Public Works
Date of Meeting: August 6, 2012

RECOMMENDATION

It is recommended that the City Council authorize Bridgeway Cummins to upgrade the public works department's generator.

SUSTAINABILITY CRITERIA

Environmental Quality

The MDEQ mandated upgrades will reduce the risk of a fuel spill or a fire.

Social Equity

The generator allows the public facility to operate during power outages. Continued operation of the department insures that the needs of all of the citizens are met twenty-four hours a day.

Economic Strength

The generator upgrade will increase the service life of the generator.

DISCUSSION

On January 6, 2012, the MDEQ informed Wyoming that the public works department's generator was not in compliance with the Michigan Fire Prevention Code, 1941 PA 207. The MDEQ stated that an amendment to Act 207 required the generator fuel system be upgraded.

Cummins is the only locally authorized supplier of parts for the generator. Bridgeway Cummins has submitted a quote to upgrade the generator for \$12,827.41.

BUDGET IMPACT

Sufficient funds are available in the Motor Pool Building account 661-441-58300-930.000.



STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
REMEDIATION DIVISION

FACILITY INSPECTION REPORT

Owner Name & Address:

City of Wyoming
2660 Burlingame Ave SW
Wyoming, MI 49509-2332

Location of Tanks:

City of Wyoming
2660 Burlingame Ave SW
Wyoming, MI 49509
County - Kent
Facility ID - 81084455

ATTENTION: City of Wyoming

A Site Investigation was conducted on December 22, 2011, for the above-referenced facility for compliance with The Michigan Fire Prevention Code, 1941 PA 207, as amended (Act 207), and the applicable sections of the rules for the Storage and Handling of Flammable and Combustible Liquids, 2003 AACRS R 29.5101 et seq. The inspection showed that there was no action taken by the inspector.

On this date, I met with Ted Seil of City of Wyoming to look at a diesel tank that is mounted under a generator that they are currently using. The tank is a belly style tank and several items were noted during this visit. First, the venting which could not be verified at the time of this inspection is required to be sized properly and vented out and up above the engine cabinet. Second, the fuel lines and valves must be rated for this use. The lines are just rubber and need to be braided or fixed steel. Third, no later than August 2008, aboveground storage tanks were required to have spill, overfill, and corrosion protection. The tank is required to meet all these code requirements.

The inspection and violations (if any) were discussed with Ted Seil at the time of the inspection.

If you have additional questions concerning this matter, please contact me.

Chad Sietsema
Hazardous Materials Storage Inspector
Grand Rapids District Office
350 Ottawa Avenue., NW - Unit 10
Grand Rapids, MI 49503-2341
Phone: (616) 356-0219
Fax: (616) 356-0202
Email: sietsemac@michigan.gov

Date



Mail Payments To: #774494
 4494 Solutions Center
 Chicago, IL 60677-4004
 Corporate Accounts Receivable: (248) 573-1600
 Terms: NET 30 Interest at the rate of 1-1/2% per month

GRAND RAPIDS NORTH
 3715 CLAY S.W.
 GRAND RAPIDS, MI 49548-
 (616)538-2250

INVOICE NO
ESTIMATE
Make Checks Payable To: CUMMINS BRIDGEWAY, LLC

BILL TO

CITY OF WYOMING
 PO BOX 905
 WYOMING, MI 49509-

OWNER

CITY OF WYOMING
 PO BOX 905
 1155 28TH ST SW
 WYOMING, MI 49509-
 TED SEIL - 616 530-7273

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
05-JUL-2012 10:09AM			250.0DQAB-C		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
316555		05-JUL-2012	L990028575		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
200193					MOTOR POOL

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN L990028575

COMPLAINT

FOR MAINTENANCE ISSUES TO THE GENERATOR THAT ARE BEING MANDATED BY THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ). SUCH MAINTENANCE WILL INCLUDE TAKING THE NECESSARY ACTION TO BRING THE GENERATOR SUB-BASE TANK INTO COMPLIANCE WITH REQUIRED MDEQ GUIDELINES. WORK TO BE PERFORMED WILL INCLUDE DRAINING THE OLD TANK, FILLING THE NEW COMPLIANT TANK AND INSTALLING NEW FIRE RATED FUEL LINES AND FUEL ANNUNCIATOR PANEL. SYSTEM PERFORMANCE WOULD BE TESTED AND VERIFIED.
 IF YOU HAVE ANY QUESTIONS PLEASE GIVE US A CALL.

1	0	TANK	360 GALLON SUB BASE TANK	OTHER		8,234.00	8,234.00
1	0	FIRE RTD FUEL LINES	FIRE RATED FUEL LINES	OTHER		325.00	325.00
1	0	MISC.	WIRING FOR ALARM PANEL	OTHER		102.00	102.00
2	0	CRANE	CRANE FOR INSTALL/REMOVAL	OTHER		595.00	1,190.00

PARTS:	9,851.00
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	9,851.00
SURCHARGE TOTAL:	0.00
LABOR:	3,283.50
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	3,283.50
MISC.:	- 307.09
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	- 307.09
POWERGEN ROAD MILEAGE	81.00
PG SHOP SUPPLIES	197.01

Completion date : 06-Jul-2012 10:06AM. Estimate expires : 04-Aug-2012 10:06AM.

MATERIAL SAFETY DATA SHEETS REQUIRED BY OSHA HAZARD COMMUNICATION STANDARD ARE AVAILABLE AT ALL BRANCHES

THIS INVOICE FOR ENGINES PARTS, COMPONENTS, REPAIR AND/OR SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE BACK OF THIS INVOICE, WHICH INCLUDES LIMITATIONS ON WARRANTIES AND REMEDIES. PURCHASER ACKNOWLEDGES THAT SUCH TERMS AND CONDITIONS HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

AUTOMOTIVE & INDUSTRIAL ENGINES, GENERATORS AND PARTS

Cummins Bridgeway, LLC (hereinafter referred to as CBL) will administer the warranty of Cummins, Inc. and its subsidiaries or other suppliers of CBL for new engines, generators, motors, products and parts manufactured or remanufactured or supplied by Cummins or such other suppliers, that are used in Automotive On-Highway, Marine and Industrial applications. Warranty certificates are provided by the equipment manufacturer and copies are available from CBL.

CUMMINS BRIDGEWAY REBUILT ENGINES, GENERATORS & ELECTRICAL MOTORS

This warranty is made by CBL for engines, generators and electrical motors originally manufactured or distributed by Cummins or other suppliers that are rebuilt and sold by CBL as a rebuilt engine, generator or electrical motor. Rebuilt Engines are warranted to be free from DEFECTIVE WORKMANSHIP AND MATERIAL ONLY, under normal use and service for 6 MONTHS or 50,000 MILES or 1,800 HOURS, Generators for 3 MONTHS or 900 HOURS and electrical motors for 12 months of operation whichever shall occur first, from the date of delivery to the first retail purchaser. The responsibility of CBL is limited to repairing, or, at its option, replacing any part of such Rebuilt Engine, Generator or Electrical Motor that, upon examination, is disclosed to the satisfaction of CBL to have been defective. CBL will bear reasonable labor costs required to repair or replace such defective parts provided that repairs or replacements are made by CBL at its rebuild centers. This warranty does not include engine, generator or electrical motor removal and reinstallation expense.

REPAIR: WORKMANSHIP

CBL warrants its repair work, on components, accessories, or complete engines or generators to be free from DEFECTIVE WORKMANSHIP ONLY under normal use and service, for a period of three (3) months from the date of completed repair or for the first 25,000 miles of operation or 900 hours of operation, whichever shall occur first. Electrical Motors shall be warranted for a period of one (1) year.

This warranty applies to work done in any CBL repair facility or field repairs and covers repair or replacement (at a CBL location) of failures which result, under normal use and service, from defects in workmanship and provides reasonable labor to repair faulty workmanship only.

REPAIR: PARTS

Any new parts used in the repair work or reconditioning will be covered by the warranty of the manufacturer of such parts, if any, and CBL will administer such warranty, if any. Any parts left in the equipment, or reused in the repair work and reconditioning of the equipment, will be covered only by any previous warranties. CBL will not provide any warranty coverage for reused magnafluxed parts due to possible internal defects. Unless the owner shall issue specific instructions to the company, only such parts will be replaced as are considered necessary by CBL for continuing operation.

WARRANTY PROCEDURE

All parts supplied and repair work done, which may be the subject of any warranty, may be billed to the owner by CBL and will be paid for in the normal manner, while a warranty claim is being initiated with the manufacturer, and the allegedly defective parts are being examined. If and when CBL receives a credit from the manufacturer as a result of warranty, this credit will be passed on to the owner of the equipment.

Sufficient evidence, in the opinion of CBL, must be presented by the owner to CBL at the time of the warranty repair request to determine if any of the foregoing warranties apply.

All parts and other items supplied by CBL, which may be the subject of any warranty, shall be promptly returned to CBL for examination and analysis as to any claimed defect.

WARRANTY LIMITATIONS:

1. CBL is not responsible for failures resulting from owner or operator misuse; abuse, neglect, or accident, such as; operation without adequate coolant, fuel or lubricants; overspeeding; lack of maintenance of lubricating, cooling or air intake systems; improper storage, starting, or shut down practices with load.
2. Components and accessory items not manufactured by Cummins are not warranted by CBL. Only the warranty coverage provided by the specific parts manufacturer will apply for such items. Examples of such components and accessory items include but are not limited to: electrical motors, starters, generators, alternators, flywheel housings, ring gears, transmissions, clutches, non-Cummins air compressors, air conditioning air compressors, engine brakes, marine gears, torque converters, non-Cummins Hydraulic pumps and non-Cummins steering pumps, radiators, shut down systems, and gauges.
3. CBL will not accept liability for reused parts failures and will not provide coverage for reused magnafluxed parts due to possible internal defects.
4. This warranty applies to only those products and services which are detailed on the reverse side of this document.
5. Owner is responsible for costs of towing, lubricating oil, anti-freeze, filter elements, hoses, belts, and other maintenance items replaced during warranty repairs except in new Cummins Engines where such items may be covered by the new engine warranty provided by Cummins and administered by CBL.
6. CBL is not responsible for failures resulting from improper repair or installation by others or the use of parts not approved by Cummins or CBL.
7. Owner is responsible for the operation and maintenance of the engine or equipment as specified in manufacturer's Operation and Maintenance Manuals.
8. Owner is responsible for communication expenses, meals, lodging and incidental costs incurred by owner or employee of owner as a result of a warrantable failure.
9. Owner is responsible for "down time" expenses, and all business costs and losses resulting from a warrantable failure. CBL IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
10. The liability of CBL arising out of any defects shall not, in any case, exceed the cost of correcting such defects in accordance with the aforementioned warranties, and shall not include any transportation charges, owner's labor or material (except as authorized in writing in advance), or loss of revenue or any direct or indirect consequential damage.
11. This warranty shall not apply to any workmanship, part or parts which shall have been altered or repaired by other than authorized CBL employees.
12. THE ENTIRE LIABILITY OF CBL IS DEFINED BY THIS WARRANTY AND THE SAME IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OF IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR AUTHORIZED BY IT UNLESS NOTED HEREON AND SIGNED BY THE PURCHASER AND AN OFFICER OF CBL. UPON THE EXPIRATION OF THE WARRANTY PERIOD, ALL LIABILITY ON THE PART OF CBL SHALL TERMINATE IN ANY EVENT. NO ORAL OR WRITTEN STATEMENTS OR REPRESENTATIONS SHALL BE BINDING UPON CBL UNLESS ENDORSED HEREON. THIS INSTRUMENT SHALL CONSTITUTE THE SOLE AGREEMENT BETWEEN CBL AND THE PURCHASER IN RESPECT OF THE SUBJECT MATTER HEREOF.



Mail Payments To: #774494
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 Chicago, IL 60677-4004
 Corporate Accounts Receivable: (248) 573-1600
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OWNER

CITY OF WYOMING
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 1155 28TH ST SW
 WYOMING, MI 49509-
 TED SEIL - 616 530-7273

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
05-JUL-2012 10:09AM			250.0DQAB-C		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
316555		05-JUL-2012	L990028575		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
200193					MOTOR POOL

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN L990028575

PEMA DISCOUNT

- 585.10

TAX EXEMPT NUMBERS: MI-EX 38-6006933 TAXES:

STATE 0.00

**** NO RETURN ON ELECTRICAL PARTS ****
 25% RESTOCKING FEE ON APPROVED RETURNS
 NO CREDIT FOR CORE RETURNED AFTER 90 DAYS
 TAX ON CORE CHARGE IS NOT REFUNDABLE

WE APPRECIATE YOUR BUSINESS!!

Completion date : 06-Jul-2012 10:06AM. Estimate expires : 04-Aug-2012 10:06AM.

MATERIAL SAFETY DATA SHEETS REQUIRED BY OSHA HAZARD COMMUNICATION STANDARD ARE AVAILABLE AT ALL BRANCHES

THIS INVOICE FOR ENGINES PARTS, COMPONENTS, REPAIR AND/OR SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE BACK OF THIS INVOICE, WHICH INCLUDES LIMITATIONS ON WARRANTIES AND REMEDIES. PURCHASER ACKNOWLEDGES THAT SUCH TERMS AND CONDITIONS HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 12,827.41

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 12,827.41

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

AUTOMOTIVE & INDUSTRIAL ENGINES, GENERATORS AND PARTS

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CUMMINS BRIDGEWAY REBUILT ENGINES, GENERATORS & ELECTRICAL MOTORS

This warranty is made by CBL for engines, generators and electrical motors originally manufactured or distributed by Cummins or other suppliers that are rebuilt and sold by CBL as a rebuilt engine, generator or electrical motor. Rebuilt Engines are warranted to be free from DEFECTIVE WORKMANSHIP AND MATERIAL ONLY, under normal use and service for 6 MONTHS or 50,000 MILES or 1,800 HOURS, Generators for 3 MONTHS or 900 HOURS and electrical motors for 12 months of operation whichever shall occur first, from the date of delivery to the first retail purchaser. The responsibility of CBL is limited to repairing, or, at its option, replacing any part of such Rebuilt Engine, Generator or Electrical Motor that, upon examination, is disclosed to the satisfaction of CBL to have been defective. CBL will bear reasonable labor costs required to repair or replace such defective parts provided that repairs or replacements are made by CBL at its rebuild centers. This warranty does not include engine, generator or electrical motor removal and reinstallation expense.

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CBL warrants its repair work, on components, accessories, or complete engines or generators to be free from DEFECTIVE WORKMANSHIP ONLY under normal use and service, for a period of three (3) months from the date of completed repair or for the first 25,000 miles of operation or 900 hours of operation, whichever shall occur first. Electrical Motors shall be warranted for a period of one (1) year.

This warranty applies to work done in any CBL repair facility or field repairs and covers repair or replacement (at a CBL location) of failures which result, under normal use and service, from defects in workmanship and provides reasonable labor to repair faulty workmanship only.

REPAIR: PARTS

Any new parts used in the repair work or reconditioning will be covered by the warranty of the manufacturer of such parts, if any, and CBL will administer such warranty, if any. Any parts left in the equipment, or reused in the repair work and reconditioning of the equipment, will be covered only by any previous warranties. CBL will not provide any warranty coverage for reused magnafluxed parts due to possible internal defects. Unless the owner shall issue specific instructions to the company, only such parts will be replaced as are considered necessary by CBL for continuing operation.

WARRANTY PROCEDURE

All parts supplied and repair work done, which may be the subject of any warranty, may be billed to the owner by CBL and will be paid for in the normal manner, while a warranty claim is being initiated with the manufacturer, and the allegedly defective parts are being examined. If and when CBL receives a credit from the manufacturer as a result of warranty, this credit will be passed on to the owner of the equipment.

Sufficient evidence, in the opinion of CBL, must be presented by the owner to CBL at the time of the warranty repair request to determine if any of the foregoing warranties apply.

All parts and other items supplied by CBL, which may be the subject of any warranty, shall be promptly returned to CBL for examination and analysis as to any claimed defect.

WARRANTY LIMITATIONS:

1. CBL is not responsible for failures resulting from owner or operator misuse; abuse, neglect, or accident, such as; operation without adequate coolant, fuel or lubricants; overspeeding; lack of maintenance of lubricating, cooling or air intake systems; improper storage, starting, or shut down practices with load.
2. Components and accessory items not manufactured by Cummins are not warranted by CBL. Only the warranty coverage provided by the specific parts manufacturer will apply for such items. Examples of such components and accessory items include but are not limited to: electrical motors, starters, generators, alternators, flywheel housings, ring gears, transmissions, clutches, non-Cummins air compressors, air conditioning air compressors, engine brakes, marine gears, torque converters, non-Cummins Hydraulic pumps and non-Cummins steering pumps, radiators, shut down systems, and gauges.
3. CBL will not accept liability for reused parts failures and will not provide coverage for reused magnafluxed parts due to possible internal defects.
4. This warranty applies to only those products and services which are detailed on the reverse side of this document.
5. Owner is responsible for costs of towing, lubricating oil, anti-freeze, filter elements, hoses, belts, and other maintenance items replaced during warranty repairs except in new Cummins Engines where such items may be covered by the new engine warranty provided by Cummins and administered by CBL.
6. CBL is not responsible for failures resulting from improper repair or installation by others or the use of parts not approved by Cummins or CBL.
7. Owner is responsible for the operation and maintenance of the engine or equipment as specified in manufacturer's Operation and Maintenance Manuals.
8. Owner is responsible for communication expenses, meals, lodging and incidental costs incurred by owner or employee of owner as a result of a warrantable failure.
9. Owner is responsible for "down time" expenses, and all business costs and losses resulting from a warrantable failure. CBL IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
10. The liability of CBL arising out of any defects shall not, in any case, exceed the cost of correcting such defects in accordance with the aforementioned warranties, and shall not include any transportation charges, owner's labor or material (except as authorized in writing in advance), or loss of revenue or any direct or indirect consequential damage.
11. This warranty shall not apply to any workmanship, part or parts which shall have been altered or repaired by other than authorized CBL employees.
12. THE ENTIRE LIABILITY OF CBL IS DEFINED BY THIS WARRANTY AND THE SAME IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OF IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR AUTHORIZED BY IT UNLESS NOTED HEREON AND SIGNED BY THE PURCHASER AND AN OFFICER OF CBL. UPON THE EXPIRATION OF THE WARRANTY PERIOD, ALL LIABILITY ON THE PART OF CBL SHALL TERMINATE IN ANY EVENT. NO ORAL OR WRITTEN STATEMENTS OR REPRESENTATIONS SHALL BE BINDING UPON CBL UNLESS ENDORSED HEREON. THIS INSTRUMENT SHALL CONSTITUTE THE SOLE AGREEMENT BETWEEN CBL AND THE PURCHASER IN RESPECT OF THE SUBJECT MATTER HEREOF.

RESOLUTION NO. _____

RESOLUTION TO AWARD A CONTRACT
FOR CURED-IN-PLACE PIPE LINING
TO INSITUFORM TECHNOLOGIES

WHEREAS:

1. On July 24, 2012, the City received four bids for cured-in-place pipe lining.
2. The public works department recommends the City Council award the contract to the low bidder, Insituform Technologies, to perform the cured-in-place pipe lining project.
3. The cost of the cured-in-place pipe lining project will be approximately \$600,000. Sufficient funds are available in the Sewer Fund Account, 590-441-54400-972544.

NOW, THEREFORE, BE IT RESOLVED:

The City Council hereby awards a contract for cured-in-place pipe lining to Insituform Technologies in the amount of \$600,000.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Bid Tabulation

STAFF REPORT

DATE: July 30, 2012
SUBJECT: Bid Award – Cured-In-Place Pipe Lining
FROM: William D. Dooley, Director of Public Works
Date of Meeting: August 6, 2012

RECOMMENDATION

The public works department recommends the City Council award the contract to the low bidder, Insituform Technologies, to perform the cured-in-place pipe lining project per the pricing shown on the attached bid tabulation.

SUSTAINABILITY CRITERIA

Environmental Quality

Cured-in-place pipe lining reduces the infiltration of water and intrusion of roots into the sewer system and contains the flow within the pipe reducing the potential for environmental problems caused by sewer overflows.

Social Equity

Cured-in-place pipe lining helps to provide a safe, reliable and efficient sewer system for all the citizens of Wyoming.

Economic Strength

Cured-in-place pipe lining reduces the risk of sewer problems and decreases the additional costs that occur during emergency repairs.

DISCUSSION

On July 24, 2012, the City received four bids for cured-in-place pipeline lining. Nine bid packages were picked up by potential bidders. Approximately 21,500 linear feet of 8” to 12” sewer lines will be lined.

BUDGET IMPACT

The cost of the cured-in-place pipe lining project will be approximately \$600,000. Sufficient funds are available in the Sewer Fund Account No. 590-441-54400-972544.

ATTACHMENTS:
Bid Tabulations

**CITY OF WYOMING, MICHIGAN - TABULATION OF BIDS
CURED-IN-PLACE PIPELINE LINING**

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

Bidder	Cured-in-place Pipeline Lining			
	8" Unit Cost	10" Unit Cost	12" Unit Cost	Protruding Tap Removal Unit Cost
Insituform	\$26.00	\$30.00	\$35.00	\$250.00
U.S.A., LLC	\$28.00	\$35.00	\$37.00	\$300.00
Layne Inliner	\$31.00	\$35.00	\$36.00	\$200.00
Lanzo	\$34.00	\$38.00	\$44.00	\$320.00
No Bid from the following:	Advance Underground, DynAmerican, Pollution Control Services, Waste Recovery Systems, Young's Environmental			

CONTRACT
(For Construction or Maintenance Projects)

THIS CONTRACT AWARDED on the 6th day of August, 2012 by and between the CITY OF WYOMING, Kent County, Michigan, party of the first part, hereinafter called the "City" and

**INSITUFORM TECHNOLOGIES USA, LLC
17988 EDISON AVE
CHESTERFIELD, MO 63005**

party of the second part, hereinafter called the "Contractor."

Witnesseth, that the City and the Contractor, for the considerations hereinafter mentioned, agree as follows:

ARTICLE I - THE CONTRACT

The following shall be deemed to be part of this Contract:

- A. Performance Bond**
- B. Payment Bond**
- C. Resolution from Board of Directors**
- D. Proposal**
- E. Award of Contract**
- F. Certificate of Insurance (per City of Wyoming's Contractor Insurance Requirements)**
- G. Subcontract Provision**
- H. Equal Employment Opportunity Statement**
- I. All Provisions required by law to be inserted in this contract whether actually inserted or not.**
- J. Specifications; General Conditions, Instructions to Contractors, and Information for Contractors; Special Conditions; Supplementary Specifications**

SEE ATTACHED

ARTICLE II - SCOPE OF THE WORK - SUBJECT MATTER

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary to perform all of the work described in the specifications for the project entitled:

2012 CURED-IN-PLACE PIPELINE LINING

all in accordance with the requirements and provisions of the Contract. The Contractor likewise agrees to do all incidental and appurtenant work in connection therewith.

ARTICLE III - TIME OF COMPLETION

The work to be performed under this contract shall be completed on or before February 28, 2013. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect or default of the City, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the City Manager or his authorized representative.

ARTICLE IV - LIQUIDATED DAMAGES

Should the work under this Agreement not be finished within the time specified, the City is hereby authorized to deduct out of the money which may be due or become due to the Contractor under this Agreement, as damages for the noncompletion of the work aforesaid, within the time hereinbefore stipulated for its completion, the sum specified in Special Conditions by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof, and such liquidated damages shall not be considered as a penalty. It is understood that the City shall not forfeit its right to liquidated damages in the event that delay is partly caused by it. In this event, said damages shall be apportioned so that each day of delay attributable to the City shall be subtracted from the total days of delay, and the Contractor shall pay liquidated damages for the remainder.

ARTICLE V - THE CONTRACT SUM

The City agrees to pay and the Contractor agrees to accept the sum of

SIX HUNDRED THOUSAND AND ZERO CENTS (\$600,000.00)

the amount named in the Proposal, as full compensation for all labor, supervision, equipment, materials, and incidental expense required in executing all of the work contemplated in this Contract, including also all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same or from other causes of every description connected with the work.

It is further agreed that the sum named may be increased or decreased in accordance with the units of work actually completed at the Contract unit prices, and may be increased by the addition of items of work not included in the proposal items.

ARTICLE VI - CITY CHARTER TO BE GOVERNING DOCUMENT

The City Charter of the City shall be the governing document in all contractual relations with the City of Wyoming. In the prosecution of the work under this Contract, eight (8) hours shall constitute a day's labor. The City retains the right to determine finally all questions as to the proper performance under this Contract or any unfinished portion thereof, and in case of improper, dilatory or imperfect performance thereof to suspend the work at any time and to order the partial or entire reconstruction of the same. The City likewise retains full power to determine all questions arising under this Contract according to the true intent and meaning thereof.

ARTICLE VII - COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of and shall at all time comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Witnesses

CITY OF WYOMING

_____ **By** _____ **Date**
Jack A. Poll
Its Mayor

_____ **By** _____ **Date**
Heidi A. Isakson
Its City Clerk

_____ **CONTRACTOR** _____ **Date**

By _____

Its _____

Correct in form: _____ **Date**
City Attorney

Certification of funds: _____ **Date**
City Comptroller

The Contract above was approved and ordered executed by the Council of the City of Wyoming at a session held _____, 20 ____.

Attest: _____ **Date**
City Clerk

RESOLUTION NO. _____

RESOLUTION TO AWARD A CONTRACT FOR VIDEO
INSPECTION OF EXISTING UNDERGROUND SEWER LINES
TO TERRA CONTRACTING

WHEREAS:

1. On July 24, 2012, the City received seven bids for video inspection of existing underground sewer lines.
2. The public works department recommends the City Council award a contract to the low bidder, Terra Contracting, to perform video inspection and cleaning of existing underground sewer lines for fiscal years 2013, 2014 and 2015 at \$0.61 per linear foot.
3. The cost of the video inspection and cleaning will be approximately \$200,000 per fiscal year. Sufficient funds are available in the Sewer Fund, Account No. 590-441-54200-930000.

NOW, THEREFORE, BE IT RESOLVED:

The City Council hereby awards a contract to the low bidder, Terra Contracting, to perform the video inspection of existing underground sewer lines for fiscal years 2013, 2014 and 2015.

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

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Bid Tabulation

Resolution No. _____

STAFF REPORT

DATE: July 30, 2012

SUBJECT: Bid Award – Video Inspection and Cleaning of Existing Underground Sewer Lines

FROM: William D. Dooley, Director of Public Works

Date of Meeting: August 6, 2012

RECOMMENDATION

The public works department recommends the City Council award a contract to the low bidder, Terra Contracting, to perform video inspection and cleaning of existing underground sewer lines for fiscal years 2013, 2014 and 2015 at a unit rate of \$0.61 per linear foot.

SUSTAINABILITY CRITERIA

Environmental Quality

By inspecting and cleaning the sanitary sewer lines, the public works department can work proactively to repair the lines, decreasing the potential of sewer line failures and environmental impacts.

Social Equity

Video inspection and cleaning provides a safe, reliable and efficient sewer system for all the citizens of Wyoming.

Economic Strength

By cleaning and inspecting the sewer lines, the public works department is decreasing the risk of sewer line failures by proactively discovering issues within the sewer lines and thereby reducing the additional labor, equipment and material costs associated with emergency repairs.

DISCUSSION

On July 24, 2012, the city received seven bids for the video inspection of existing underground sewer lines. Sixteen bid packages were picked up by potential bidders. Approximately 327,000 linear feet of 8” to 24” sewer lines will be inspected each fiscal year.

BUDGET IMPACT

The cost of the video inspection and cleaning will be approximately \$200,000 per fiscal year. Sufficient funds are available in the Sewer Fund, Account No. 590-441-54200-930000.

CITY OF WYOMING, MICHIGAN - TABULATION OF BIDS

VIDEO INSPECTION AND CLEANING OF EXISTING UNDERGROUND SEWER LINES

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

Bidder	Fiscal Year 2013		Fiscal Year 2014		Fiscal Year 2015	
	8" - 12" Dia. Cost per LF	15" - 24" Dia. Cost per LF	8" - 12" Dia. Cost per LF	15" - 24" Dia. Cost per LF	8" - 12" Dia. Cost per LF	15" - 24" Dia. Cost per LF
Terra Contracting	\$0.61	\$0.61	\$0.61	\$0.61	\$0.61	\$0.61
Plummer's Environmental	\$0.725	\$0.82	\$0.725	\$0.82	\$0.725	\$0.82
National Power Rodding	\$1.46	\$1.46	\$1.46	\$1.46	\$1.56	\$1.56
Advanced Underground Inspection	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
AAA Flexible Pipe	\$1.50	\$1.50	\$1.65	\$1.65	\$1.75	\$1.75
Hydromax	\$1.53	\$1.68	\$1.53	\$1.68	\$1.53	\$1.68
Pollution Control Services	\$1.52	\$1.95	\$1.52	\$1.95	\$1.52	\$1.95
No Bid from the following:	Dependable Sewer, DynAmerican, Lake County Sewer, Lanzo Lining, Layne Inliner, Robinson Pipe Cleaning, Utility Services Authority, Waste Recovery Systems, Young's Environmental					

CONTRACT
(For Construction or Maintenance Projects)

THIS CONTRACT AWARDED on the 6th day of August, 2012 by and between the CITY OF WYOMING, Kent County, Michigan, party of the first part, hereinafter called the "City" and

**TERRA CONTRACTING, LLC
5787 STADIUM DRIVE
KALAMAZOO MI 49009**

party of the second part, hereinafter called the "Contractor."

Witnesseth, that the City and the Contractor, for the considerations hereinafter mentioned, agree as follows:

ARTICLE I - THE CONTRACT

The following shall be deemed to be part of this Contract:

- A. Performance Bond**
- B. Payment Bond**
- C. Resolution from Board of Directors**
- D. Proposal**
- E. Award of Contract**
- F. Certificate of Insurance (per City of Wyoming's Contractor Insurance Requirements)**
- G. Subcontract Provision**
- H. Equal Employment Opportunity Statement**
- I. All Provisions required by law to be inserted in this contract whether actually inserted or not.**
- J. Specifications; General Conditions, Instructions to Contractors, and Information for Contractors; Special Conditions; Supplementary Specifications**

SEE ATTACHED

ARTICLE II - SCOPE OF THE WORK - SUBJECT MATTER

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary to perform all of the work described in the specifications for the project entitled:

VIDEO INSPECTION AND CLEANING OF EXISTING UNDERGROUND SEWER LINES (2012 – 2015)

all in accordance with the requirements and provisions of the Contract. The Contractor likewise agrees to do all incidental and appurtenant work in connection therewith.

ARTICLE III - TIME OF COMPLETION

The work to be performed under this contract shall be completed on or before February 26, 2015. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect or default of the City, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the City Manager or his authorized representative.

ARTICLE IV - LIQUIDATED DAMAGES

Should the work under this Agreement not be finished within the time specified, the City is hereby authorized to deduct out of the money which may be due or become due to the Contractor under this Agreement, as damages for the noncompletion of the work aforesaid, within the time hereinbefore stipulated for its completion, the sum specified in Special Conditions by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof, and such liquidated damages shall not be considered as a penalty. It is understood that the City shall not forfeit its right to liquidated damages in the event that delay is partly caused by it. In this event, said damages shall be apportioned so that each day of delay attributable to the City shall be subtracted from the total days of delay, and the Contractor shall pay liquidated damages for the remainder.

ARTICLE V - THE CONTRACT SUM

The City agrees to pay and the Contractor agrees to accept the sum of

SIX HUNDRED THOUSAND AND ZERO CENTS (\$600,000.00)

the amount named in the Proposal, as full compensation for all labor, supervision, equipment, materials, and incidental expense required in executing all of the work contemplated in this Contract, including also all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same or from other causes of every description connected with the work.

It is further agreed that the sum named may be increased or decreased in accordance with the units of work actually completed at the Contract unit prices, and may be increased by the addition of items of work not included in the proposal items.

ARTICLE VI - CITY CHARTER TO BE GOVERNING DOCUMENT

The City Charter of the City shall be the governing document in all contractual relations with the City of Wyoming. In the prosecution of the work under this Contract, eight (8) hours shall constitute a day's labor. The City retains the right to determine finally all questions as to the proper performance under this Contract or any unfinished portion thereof, and in case of improper, dilatory or imperfect performance thereof to suspend the work at any time and to order the partial or entire reconstruction of the same. The City likewise retains full power to determine all questions arising under this Contract according to the true intent and meaning thereof.

ARTICLE VII - COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of and shall at all time comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Witnesses

CITY OF WYOMING

_____ **By** _____ **Date**
Jack A. Poll
Its Mayor

_____ **By** _____ **Date**
Heidi A. Isakson
Its City Clerk

_____ **CONTRACTOR** _____ **Date**

By _____

Its _____

Correct in form: _____ **Date**
City Attorney

Certification of funds: _____ **Date**
City Comptroller

The Contract above was approved and ordered executed by the Council of the City of Wyoming at a session held _____, 20 ____.

Attest: _____ **Date**
City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
LABORATORY SUPPLIES FROM IDEXX

WHEREAS:

1. As detailed in the attached Staff Report from the City's Laboratory Services Manager, it is recommended that the City Council authorize the purchase of laboratory supplies from IDEXX.
2. The laboratory uses two proprietary IDEXX methods known as QuantiTray and Sim Plate in the testing of drinking water and IDEXX is the sole source for these products.
3. It is estimated that the annual expenditure for laboratory supplies from IDEXX will total approximately \$40,000 and funds are available in account number 591-591-55310-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase of laboratory supplies from IDEXX.
2. 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.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

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

ATTACHMENTS:
Staff Report

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: July 31, 2012
Subject: IDEXX Purchases
From: Jaime Halm, Laboratory Services Manager
Meeting Date: August 6, 2012

Recommendation:

It is recommended that City Council authorize the purchase of laboratory supplies from IDEXX, to be used at the City of Wyoming's Utility Laboratories to conduct regulatory compliance and process control testing and monitoring.

Sustainability Criteria:

Environmental Quality – The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements. The IDEXX testing techniques use materials that are recyclable.

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

Economic Strength – By maintaining our own independent laboratories in the Utilities Department, we are able to keep our costs as low as possible, while generating more analytical data in which we have higher confidence. The methods the laboratory currently uses are less labor intensive and give a faster turnaround time than other available methods. Some supplies must be purchased from IDEXX because they are an exclusive provider (i.e. QuantiTray and SimPlate). Other supplies (i.e. sample bottles, Coliform testing media) are purchased from IDEXX to provide standardization across methods.

Discussion:

The WTP laboratory goes through a considerable amount of consumable supplies to conduct regulatory compliance and process control testing and monitoring. The one type of supply that is likely to be used at a rate that would exceed \$8500 on an annual basis is related to microbiological analysis. We currently use methods known as QuantiTray and SimPlate, which are proprietary technologies and do not have other alternatives available in the market. Therefore, their manufacturer (IDEXX) is our sole source for these supplies. These techniques are accepted by Standard Methods for use in generating reportable drinking water data, and give us greater accuracy with less labor and turnaround time. For the purpose of standardization, we also purchase sample bottles and Coliform testing media from IDEXX.

Budget Impact:

We have a standing order for one case of IDEXX QuantiTrays (100 trays/case), three cases of bottles (200 bottles/case), two boxes of Colilert media (200 tests/box), and four SimPlate kits

(100 tests/kit) every month. We periodically order an additional box of something if we're running low, but the standing order pretty much covers our needs.

The attached quote from IDEXX gives unit pricing for the supplies described above. The cost is \$2,653 for product plus \$97.29 for shipping, for a monthly total of \$2,750.29. The grand total for the year is \$33,003.58. Occasionally it may be necessary to order additional supplies bringing the estimated annual expenditure for purchases from IDEXX to approximately \$40,000. Funds for the purchase of the laboratory supplies have been budgeted in account number 591-591-55310-740000.



QUOTE

Number / Date
20098141 / July/16/2012

Ship to Address
CITY OF WYOMING
WATER TREATMENT PLANT
16700 NEW HOLLAND STREET
HOLLAND MI 49424
UNITED STATES
UNITED STATES

Sold to Address
CITY OF WYOMING
PO Box 905
WYOMING MI 49509-0905
UNITED STATES
UNITED STATES

Terms of delivery : FPS,

Bill-to Customer 12266

Payment Terms : Within 30 days

Net weight : 29.421

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity BO Item	UnitPrice	Total Value
98-09221-00 3926909910/US	WV120SBST-200, VESSELS W/S		3	90.00	270.00
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DI		1	165.00	165.00
98-12973-00 3822005090/US	WP200I GAMMA IRRAD COLILE		2	659.00	1,318.00
98-05761-01 3822001090/US	WHPC-100 HPC, SIMPLATE MUL		4	225.00	900.00
Items total					2,653.00
Freight Value					97.29
Total amount					USD 2,750.29
					=====

All local taxes at customer charge