

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, AUGUST 20, 2012, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Dennis Gilbert, Church of the Open Door
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of August 6, 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
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

(All items under this section are considered to be routine 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 Aaron Velthouse as a Member of the Wyoming Parks and Recreation Commission Representing the Godfrey-Lee School District
 - b) To Set a Public Hearing to Establish an Industrial Development District for HME, Incorporated in the City of Wyoming
 - c) To Set a Public Hearing to Establish Industrial Development Districts for PVI Industrial Washing in the City of Wyoming
- 15) Resolutions**
 - d) To Waive Certain Requirements of the Code of the City of Wyoming for St. John Vianney Church Parish Festival
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - e) To Provide the City of Wyoming's Appropriation to the Children's Assessment Center and to Authorize the Mayor and City Clerk to Execute the Agreement
 - f) To Authorize the City Manager to Accept Quotes From AT&T for Construction Work Required to Implement New Technology and the VoIP System
 - g) To Authorize the Mayor and City Clerk to Execute Change Order No. 2 to the 2012 Resurfacing Program

- h) To Accept a Proposal to Upgrade the Clean Water Plant's Programmable Logic Controllers
- i) To Award a Bid for City Hall Office Renovations
- j) For Award of Bid
 - 1. Lamps & Ballasts

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO APPOINT AARON VELTHOUSE AS A MEMBER OF THE
WYOMING PARKS AND RECREATION COMMISSION REPRESENTING
THE GODFREY-LEE PUBLIC SCHOOL DISTRICT

WHEREAS:

1. There is a vacancy in the position of Godfrey-Lee Public School District Representative on the Wyoming Parks and Recreation Commission for a term expiring June 30, 2014.
2. The Godfrey-Lee Public School District has recommended that Aaron Velthouse be appointed to the Wyoming Parks and Recreation Commission as a representative of the district.
3. It is the desire of the City Council that Aaron Velthouse be appointed to fill that unexpired term on the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby appoint Aaron Velthouse as a member of the Parks and Recreation Commission for the City of Wyoming for the unexpired term ending June 30, 2014.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:

Resolution No. _____



Godfrey-Lee Public Schools

1324 Burton Street SW.
Wyoming, MI 49509

(616) 241-4722
Fax: (616) 241-4707

June 27, 2012

David Britten
LTC, US Army, Retired
Superintendent

Roxanne Claxton
Assistant
Superintendent of
Finance, H.R. and
Operations

Scott Bergman
Operations Supervisor

Jane Dykhous
Director of Student
Services

Dan Townsend
Technology
Coordinator

Emily Truax
Executive Assistant

Board of Education

Steve Manning
President

Dennis Groendyke
Vice-President

Tammy Schafer
Secretary

Tim Fisher
Treasurer

Robert Baker
Theresa Plummer
David Townsend
Trustees

Building Principals

David Britten
Secondary Principal

Dr. Carol Lautenbach
Director of Elementary
Education

Rebecca Rynbrant
City of Wyoming Parks and Recreation
1155 28th Street SW
Wyoming, MI 49509

Dear Rebecca,

I am pleased to recommend Mr. Aaron Velthouse as the Godfrey-Lee Public Schools representative to serve on the City of Wyoming's Park and Recreation Commission. Aaron is an involved parent and volunteer in the Godfrey-Lee community, and I am certain that the Parks and Recreation Commission will benefit from his participation.

Please feel free to contact Aaron directly with the information provided below. Should you have any questions, please contact me at 616-241-4722.

Aaron Velthouse
1929 Osmer Ave. SW
Wyoming, MI 49509

Phone: 915-8034
Email: Lajbev@sbcglobal.net

Sincerely,

David Britten
Superintendent

DB/et

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO ESTABLISH
AN INDUSTRIAL DEVELOPMENT DISTRICT FOR HME, INCORPORATED
IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. HME, Incorporated has requested that the City establish an Industrial Development District for its property located at 2000 Byron Center Court SW, Wyoming, Michigan, 49519.
3. Prior to establishing such districts, it is necessary to first hold a public hearing at which the owners of the affected property and any other resident or taxpayer of the City can be given an opportunity to comment on the establishment of an Industrial Development District.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council shall hold a public hearing on September 4, 2012 at 7:01 p.m., at Wyoming City Hall, 1155 28th Street SW, Wyoming, MI 49509, at which the owners of property located within the proposed Industrial Development District and other residents or taxpayers of the City shall be given an opportunity to comment on the establishment of the proposed district to be comprised of the property described on the attached Exhibit A, which is incorporated by reference, and commonly known as 2000 Byron Center Court SW, Wyoming, Michigan, 49519.
2. Notice of this hearing shall be given to the applicant, the Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

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: August 20, 2012.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Exhibit A - Legal Description

Resolution No. _____

EXHIBIT A

Legal Description

Address: 2000 Byron Center Court SW, Wyoming, MI 49519

Tax Parcel No.: 41-17-10-101-018

Legal Description:

PART OF SW 1/4 OF SEC 3 COM 50.08 FT N 3D 25M 00S W ALONG W SEC LINE & 159.37 FT N 89D 54M E FROM SW COR OF SEC TH N 89D 54M 00S E 100.82 FT PAR WITH S SEC LINE TO W LINE OF GRAPEWOOD PARK ADD TH S 7D 08M 00S W ALONG SD W LINE TO S SEC LINE TH S 89D 54M 00S W TO A LINE BEARING S 7D 08M 00S W FROM BEG TH N 7D 08M 00S E TO BEG ALSO PART OF NW 1/4 OF SEC 10 COM AT NW COR OF SEC TH S 0D 06M 56S W ALONG W SEC LINE 252.30 FT TH S 89D 53M 04S E 207.69 FT TO FORMER ELY LINE OF CONRAIL RR R/W /100 FT WIDE/ TH N 10D 10M 45S E ALONG ELY LINE OF SD RR R/W 243.68 FT TO N SEC LINE TH N 87D 03M 15S W ALONG N SEC LINE 249.87 FT TO BEG * SEC'S 3 & 10 T6N R12W 1.43 A.

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO ESTABLISH
INDUSTRIAL DEVELOPMENT DISTRICTS FOR PVI INDUSTRIAL WASHING
IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. PVI Industrial Washing has requested that the City establish Industrial Development Districts for its properties located at 2632 28th Street SW and 2824 Clydon Avenue SW, Wyoming, Michigan, 49519.
3. Prior to establishing such districts, it is necessary to first hold a public hearing at which the owners of the affected properties and any other resident or taxpayer of the City can be given an opportunity to comment on the establishment of an Industrial Development District.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council shall hold a public hearing on September 4, 2012 at 7:02 p.m., at Wyoming City Hall, 1155 28th Street SW, Wyoming, MI 49509, at which the owners of property located within the proposed Industrial Development Districts and other residents or taxpayers of the City shall be given an opportunity to comment on the establishment of the proposed districts to be comprised of the property described on the attached Exhibit A, which is incorporated by reference, and commonly known as 2632 28th Street SW and 2824 Clydon Avenue SW, Wyoming, Michigan, 49519.
2. Notice of this hearing shall be given to the applicant, the Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

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: August 20, 2012.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Exhibit A - Legal Description

Resolution No. _____

EXHIBIT A

Legal Description

Address: 2632 28th Street SW, Wyoming, MI 49519

Tax Parcel No.: 41-17-16-202-011

Legal Description:

PART NE 1/4 COM 993.2 FT E ALONG N SEC LINE FROM N 1/4 COR TH E
ALONG N SEC LINE 144.7 FT TO A PT 625.87 FT W OF W LINE OF NYC RR R/W
TH S PERP TO N SEC LINE 430 FT TH W PAR WITH N SEC LINE 144.7 FT TH N
PERP TO N SEC LINE 430 FT TO BEG SEC 16 T6N R12W 1.43 A.

Address: 2824 Clydon Avenue SW, Wyoming, MI 49519

Tax Parcel No.: 41-17-16-202-002

Legal Description:

LOT 2. GRAND RAPIDS GRAVEL CO INDUSTRIAL PARK

RESOLUTION NO. _____

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF THE
CODE OF THE CITY OF WYOMING FOR ST. JOHN VIANNEY
CHURCH PARISH FESTIVAL

WHEREAS:

1. St. John Vianney Church has submitted a request for a Carnival License for their Parish Festival.
2. Section 14-282 of the Code of the City of Wyoming allows the City Council to waive any of the restrictions of "DIVISION 3. CARNIVALS" if the sponsor is a nonprofit, religious, fraternal, school or community organization that has been established in the City for at least five years, and a waiver is deemed in to be in the best interest of the City.
3. Section 14-276 of the Code of the City of Wyoming states that the application must be accompanied by payment of all fees and bonds.
4. Section 14-280 of the Code of the City of Wyoming requires outdoor carnivals to be located within areas zoned B-2 or B-3.
5. It has been deemed desirable by the Wyoming City Council to waive the requirements of Section 14-276, and 14-280 stated above.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming does hereby waive the requirements of Section 14-276 and 14-280 of the Code of the City of Wyoming, and allows St. John Vianney Church to have a carnival at their Parish Festival on September 7, 8, and 9, 2012.

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:

St. John
Vianney

Business License Application

Year 2012

City of Wyoming

City Clerk's Office
1155 28th Street SW
Wyoming, MI 49509-0905
616-530-7296 fax 616-530-7200



Owner Name: <u>Rev. Michael Alber</u>		DATE BUSINESS OPENED:
<input checked="" type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Owner Mailing Address: <u>4101 Clyde Park SW</u> <u>Wyoming MI 49509</u>	Phone: <u>616-724-3125</u> (not business phone) Fax: <u>616-530-8224</u> Email: <u>frmiKe@stjohnvianney.me</u>
FEIN:	State Tax ID# <u>38-1550061</u>	State License #
Business Name: <u>St. John Vianney</u>		
Business Address: <u>4101 Clyde Park SW</u> <u>Wyoming MI 49509</u>		Business Phone: <u>616-534-5449</u> Business Fax: <u>616-530-8224</u>
Description of Business: <u>Church Festival</u>		
Business Classification: <u>813000</u>		From attached list of Business Activity Codes, enter code for activity from which business derives its largest percentage of total receipts.
Additional Owner Info:		Name: <u>Rev. Michael Alber</u>
Home Phone: <u>616-724-3125</u>		Address: <u>4101 Clyde Park SW</u>
Business Phone: <u>616-534-5449</u>		City, State, Zip: <u>Wyoming MI 49509</u>
Cell Phone: <u>616-443-6545</u>		
Emergency Contact #1:		Name: <u>Patty Hudson</u>
Home Phone: <u>none</u>		Address: <u>11925 Lakeridge Drive</u>
Business Phone: <u>616-534-5449</u>		City, State, Zip: <u>Wayland MI 49348</u>
Cell Phone: <u>616-514-8835</u>		
Emergency Contact #2:		Name: <u>Sharon Colon</u>
Home Phone: <u>616-365-0375</u>		Address: <u>2567 Borglum NE</u>
Business Phone: <u>616-534-5449</u>		City, State, Zip: <u>Grand Rapids MI 49505</u>
Cell Phone: <u>(616)970-4477</u>		

I declare, under penalty of perjury, that the information contained in this application is true and correct.

[Signature]
Signature

PASTOR
Title

8-01-2012
Date

FOR OFFICE USE ONLY

BUSINESS TYPE:		<input type="checkbox"/> Entered
DATE APP RECEIVED:	DATE FEE RECEIVED:	FEE RECEIVED: \$
INITIALS:	INITIALS:	LIC #

Applicant Name: Rev. Michael Alber Telephone: (616) 724-3125	Applicant Address: 4101 Clyde Park SW Wyoming MI 49509 City/State/Zip:
Sponsoring Organization: St John Vianney Telephone: (616) 534-5449	Organization Address: ST. JOHN VIANNEY CHURCH 4101 CLYDE PARK S.W. WYOMING, MI 49509 City/State/Zip
Carnival Operator: Ben Ora Telephone: (616) 891-5756	Operator Address: 8038 Kyley Ct SE Caledonia MI 49316 City/State/Zip
Location of Carnival: 4101 Clyde Park SW	Carnival will be held (dates) from: Sept. 7 to: Sept 9, 2012
Opening Times: 9-7 5pm- 9-8 12pm 9-9 11:30am	Closing Times: 9-7 12am 9-9 5pm 9-8 12am
Total number of rides, games, or amusements: 15	Number of Tents: 6 Number of Trash Containers: 23
Food & Beverage Sold: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

I declare, under penalty of perjury, that the information contained in this application is true and correct.

Signature of Applicant:  Date: 8-01-2012

Calculate License Fee	
Nonrefundable Application Fee	\$75.00
Additional Permit Fee Per day <i>Fees Waived</i>	\$50 X ___ Days \$
	Total Fee due upon application \$



st. John Vianney
catholic church

...to know, love and serve God

616.534.5449 / 4101 Clyde Park, S.W. / Wyoming, MI 49509

To: Wyoming City Council Members
From: St. John Vianney Community Festival Committee
Date: August 2, 2012
Subject: Carnival Permit Request

St. John Vianney Church located at 4101 Clyde Park Avenue SW will be holding its annual Community Festival on September 7, 8, and 9, 2012.

Our operating hours are as follows:

- ❖ Friday, September 7th from 5 pm-12 am
- ❖ Saturday, September 8th from 12 pm-12 am
- ❖ Sunday, September 9th from 11:30 am-5 pm

In compliance with the City Ordinance, the carnival rides will close down at 11 pm. Our Vegas and Refreshment areas will close at 12 am. The rest of the festival (food, games and bingo tents) will close at 10 pm.

At this time, we are requesting a carnival permit from the City Council. In past years, the Council has approved this request and waived the carnival application and permit fees involved. Our hope is that you will choose to do the same again this year.

Thank you for your consideration of our request.

Sincerely,

A handwritten signature in black ink that reads "Patty Hudson". The signature is fluid and cursive.

Patty Hudson
Administrative Assistant
phudson@stjohnvianney.net

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Haas & Wilkerson Insurance, 4300 Shawnee Mission Parkway, Fairway, KS 66205, 913 432-4400. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: ACE American Insurance Company, NAIC #: 22667. INSURED: Skerbeck Brothers Shows, Inc., PO Box 1062, Escanaba, MI 49829.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured: St. John Vianney Catholic Church; Diocese of Grand Rapids, Michigan; City of Wyoming

CERTIFICATE HOLDER: St. John Vianney Catholic Church, 4101 Clyde Park Avenue SW, Wyoming, MI 49509. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

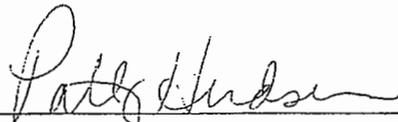
August 2, 2012

Security Plan – St. John Vianney Parish Festival

Per City Ordinance Number 14-276, 14-281, 14-282

Section 14-281 – Security Plan – This is written for the St. John Vianney Parish Festival Carnival for the 2012 dates of September 7th, 8th, and 9th.

1. Security will be on duty at all times and will be clearly identifiable as security and will have no other duties in the operation of the festival.
2. Each security person will have means of communication with the police department. They will have a radio and/or cell phone for contact with the police department or other emergencies.
3. Ben Ora will be the contact person for St. John Vianney issues, with Patty Hudson as a secondary contact.
4. Contact information is as follows:
 - a. Ben Ora home phone 616-891-5756/cell 616-648-1367
 - b. Patty Hudson cell 616-514-8835/work 616-534-5449



Patty Hudson
Administrative Assistant
St. John Vianney Parish



Chief of Police



Michigan Department of Licensing and Regulatory Affairs
 Michigan Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 (517) 322-1326 toll free (866) 813-0011 www.michigan.gov/lcc

COPY

Requirements Checklist

**Special License for Consumption on the Premises
 (issued under R436.575)**

The following checklist is intended to assist you in completing your Application for Special License. Make sure you read the entire application carefully prior to submitting your request to the Commission for consideration.

Reminder: Failure to submit your application and fees a minimum of 10 days prior to your event may result in no license being issued.

Payment for license(s) - See page 1 of Instructions for Special Licenses for fee information.

Part I of Special License Application (Pages 4 & 5):

Detailed Diagram - Submit if event is taking place outside.

Diagram must contain the dimensions and how the area will be contained, secured and monitored to prevent sales to minors and sales to visibly intoxicated persons.

Church or School Approval

Is there a church or school located within 500 feet of the scheduled event?

Yes No

If you marked "yes" the clergyman from the church and/or the school superintendent must complete and execute Section 6 of the application. The local police department will also be required to note the location of the church or school in their approval in Section 9.

Make sure both of the officer's signatures are witnessed and notarized at the bottom of the application.

Organization Board Resolution (Page 6):

Certified copy of the resolution of the membership or board of directors authorizing the application must accompany the application to the Commission, pursuant to R436.576. (Or a certified copy of the organizations minutes will be accepted)

Part II of Special License Application - Bond (Page 7):

Verify information is correct on bond:

1. Complete name of organization must be stated.
2. Address of event must be concise; include the city/township/village name of where the event is to be held.
3. Verify that the effective date is the date that the event is to be held.
4. Make sure the bond includes both the signature of the officer of applying organization and the insurance agent. Also verify that the power of attorney is attached.

**Note: No bond is required for church or school entities*

Extras:

If the event is being held on Sunday please complete question 8 on the Application for Special License (page 5)

If the event will take place at a military installation or facility operated by the military, complete Part III on page 8.

Street Closure Approval - If event is located on city/village street.

Escrow letter - If the event is taking place at a location where there is a liquor license currently issued.

Concession Agreement - Required if organization is contracting with person(s) to operate food business within the event area.

Non-Profit Papers - Must be submitted by any applicant who has not previously provided them to this office.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
(517) 322-1326 - toll free (866) 813-0011 - www.michigan.gov/lcc

Instructions for Special License for Sale of Beer and Wine Only and/or Beer, Wine and Spirits for Consumption on the Premises

***Application must be submitted to this office not less than 10 days before the date the license is desired. Failure to submit your application a minimum of 10 days prior to your event may result in no license being issued, pursuant to R 436.575.

General Instructions: These instructions apply to Parts I and II of the Application for Special License, and Part III (when required). Each part of the Application for Special License also has more specific instructions which must be followed.

Organization Board Resolution - A certified copy of the resolution of the membership or board of directors authorizing the application must accompany the application to the Commission, pursuant to R436.576. (A certified copy of your organization's minutes may also be submitted)

The Licensing Process

To ensure timely processing, your complete application must be received 10 days before the date the license is desired. Failure to submit all of the necessary information and fees will delay the processing of your application.

Qualifying Organizations

A special license is issued only to non-profit organizations. If your organization has not previously provided proof of your non-profit status (i.e. Charter, Bylaws, Articles of Incorporation, IRS tax exempt verification, etc.), you must submit proof with this application. No organization, including its auxiliaries, may receive more than 12 Special Licenses during a calendar year. Applicants for a Special License must be at least 21 years of age.

License Period

A Special License is good for one day and contains the time period for which it is granted. One (1) Application and one (1) Bond are acceptable for consecutive days of an event at the same location. However, a separate license fee is required for each day of the event.

Location; Restrictions; Diagram Required; Enclosures

Church or School

No Special License may be issued on the premise of, or within 500 feet of a church or school without the applicant obtaining approval from the authorized representative of the church or school. (Part I, Section 6 of the application contains the approval space)

Military Installation

No Special License may be issued for locations on a military installation without the approval of the Armory Board of Control and the legislative body of the local governmental unit. Applicants who secure this approval must also agree to comply with all rules and regulations of the Department of Military Affairs, in addition to those of the MLCC.

Diagram Required

Applicants must provide a detailed diagram of the area to be licensed to both the MLCC and to the local law enforcement office (whose approval must be obtained in Part I, Section 9 of the Application for Special License). The diagram must show a clearly marked area for sales and consumption of alcoholic beverages. If the area is a park, mall, fairground, church grounds, arena, campus, parking lot, vacant lot, etc., have your diagram show the actual dimensions and indicate how you plan to prevent sales to minors and sales to visibly intoxicated persons.

Licensed Location

If the location where you are requesting a Special License is currently licensed, please submit a letter from the licensee stating the license will be placed in to escrow on (event date) while the Special License is in effect (due to the fact that the two licenses cannot be in operation simultaneously) OR a diagram showing the area where the license will temporarily drop space in a portion of the building on (event date) for the Special License organization, and a letter from the licensee requesting the drop space.

License Fees

For Organizations established less than one year: \$50.00 for each separate, consecutive day of the event. If the event is held on a Sunday, an additional \$7.50 Sunday Sales fee may be required.

For Organizations established one year or more: \$25.00 for each separate, consecutive day of the event. If the event is held on a Sunday, an additional \$3.75 Sunday Sales fee may be required.

The fees must be paid by check, bank/postal money order (made payable to the "State of Michigan/MLCC" or by credit card, using the attached Credit Card Authorization Form LCC-3065.

Application Requirements

(Part I)

This form is required for a Special License. The application must be signed by the President and Secretary of the organization, witnessed and notarized. The local police or sheriff (who has primary jurisdiction) must approve the Application for Special License before it is sent to the Commission for consideration. Please allow sufficient time for consideration of the application by the local law enforcement agency.

Enclosures

Diagram - The MLCC must receive a diagram (described on the preceding page) with the application before it will be considered for approval.

Sunday Sales

If the event is to be held on a Sunday and spirits are to be sold (or sales will commence prior to noon), you will need to verify that there are no local prohibitions; if there are, the permit will not be granted.

Bond (Part II)

A 60-day acceptable bond is required with each application. This bond section is to be completed by a bonding/insurance company. Attach the original bond (with Power of Attorney form) to Part I of the application. The bonding company and applicant should both keep a copy. (The president or Secretary of the organization must also sign this bond)

Local Legislative Body Approval (Part III)

If the event is to be held on a military installation, the legislative body of the governmental unit wherein the installation is located must also approve the application. Part IV of this application package must be completed and signed by the clerk.

Disbursements of Profits

Only a nonprofit organization may apply for a Special License. All profits derived from the sale of alcoholic beverages must go to the organization itself and not to any individual, pursuant to R436.574.

If you are holding a fund-raiser for another organization, then a letter from that organization must be submitted with this application indicating that it will receive the proceeds. Within 15 days following the event, your organization must file with the Commission, an accounting statement showing receipts and other disbursements in connection with the event.

Buying Alcoholic Beverages for Resale

All distilled spirits (whiskey, gin, vodka, etc.) must be purchased from a State of Michigan SDD licensee at the established retail price (no discounts).

Beer and wine must be purchased from either a State of Michigan SDM retail licensee or a licensed wholesaler.

B.Y.O.B.

Do not allow B.Y.O.B. (Bring Your Own Bottle) at your event.

Unlimited Quantity of Alcohol

Do not sell, offer to sell, or advertise the sale of unlimited quantity of alcoholic beverages at a specific price.

Hours of Operation

Weekdays and Saturdays - Beer, wine, and spirits may be sold from 7:00 a.m. to 2:00 a.m. of the next day, provided that the sale of spirits is legal in the governmental unit where the license is desired.

Sundays - Legal hours of sale on Sundays are from 7:00 a.m. until 2:00 a.m. of the next day provided the sale of alcoholic beverages on Sunday is legal in the governmental unit and the appropriate form and fees are paid.

Food Operation

Organizations that contract with other persons to operate a food business on the special licensed premises must provide a copy of the Concession/License Agreement for review and approval pursuant to R436.1433.

Compliance with Liquor Control Code and Administrative Rules

Organizations receiving a Special License must comply with the laws of the State of Michigan and the rules of the MLCC regarding the sale, furnishing and consumption of alcoholic beverages. Organizations receiving a Special License are responsible for ensuring that all those who will be selling and serving alcoholic beverages are familiar with and will follow the state's liquor laws and rules of the Commission.

An applicant receiving a Special License shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the license, pursuant to R436.1003.



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 Toll Free (866) 813-0011 • www.michigan.gov/lcc
 Fax (517) 322-4955

Part I

Application for Special License for Sale of Beer and Wine Only or Beer, Wine and Spirits for Consumption on the Premises

1. Application for: Wine Auction Beer & Wine Only Beer, Wine & Spirits
2. Has your organization received a license before? Yes No
3. Is your organization a non-profit entity? Yes, in existence since (mm/dd/yy) 1954 No - You do not qualify

4. Applicant Information - Contact must be at least 21 years of age to sign and receive a license.

Name of applicant organization: St John Vianney Church
 Address of applicant organization: 4101 Clyde Park SW Wyoming
 Contact name and phone number: Patty Hudson 616 534-5449 ^{cell} 514-8835
 E-mail address and fax for contact: phudson@stjohnvianney.net 616 530-8224
 Date of meeting of the membership or board of directors which passed the resolution allowing the application for a special license to the MLCC: 3-25-12

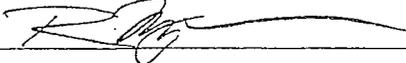
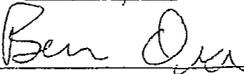
*Your application for a Special License will not be considered if a copy of your resolution, or minutes from your meeting is not attached to this application.

**Name and Address of where you would like the license sent (if different from above):

5. Event Information:

Event date(s) and the hours of operation for each: 9-7 5-12am, 9-8 12pm-12am, 9-9 12pm-5pm
 Type of Event: Festival (Parish/Community)
 Location Name: St John Vianney Church
 Address of event: 4101 Clyde Park SW, Wyoming
 This location is in the (city, incorporated village or township) of: Wyoming County of: Kent
 Will this event be held outdoors? Yes No *If yes, enclose a diagram that contains the dimensions of the area and how it will be contained, secured and maintained to prevent sales to minor and sales to visibly intoxicated persons.

All applicants - We certify that all profits derived from the sale of beer, wine and/or spirits will go to the organization and not to any individual. We further certify that the statements made are true. We further agree to abide by all provisions of the Liquor Control Code and Administrative Rules; that any license issued by the Commission is a contract subject to suspension or revocation by the MLCC, that there shall be no liability on the part of the State of Michigan, the MLCC, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

President (Print and sign name) Rev. Michael Alber 
 Home address and daytime phone 4101 Clyde Park SW Wyoming MI 49509
 Witness (Print and sign name) SHIRLEY L. WAGNER Shirley L. Wagner
 Notary name, signature and date SHIRLEY L. WAGNER Shirley L. Wagner
 Notary public, State of Michigan, County of Kent My commission expires Feb 5, 2017 Acting in the County of _____
 Secretary (Print and sign name) Ben Ora 
 Home address and daytime phone 8034 Lyby Ct SE Caledonia MI 49716 616 646 1307
 Witness (Print and sign name) SHIRLEY L. WAGNER Shirley L. Wagner
 Notary name, signature and date SHIRLEY L. WAGNER Shirley L. Wagner
 Notary public, State of Michigan, County of Kent My commission expires Feb 5, 2017 Acting in the County of _____

SHIRLEY L. WAGNER
 NOTARY PUBLIC, STATE OF MICHIGAN
 COUNTY OF KENT
 MY COMMISSION EXPIRES Feb 5, 2017
 ACTING IN COUNTY OF

6. Church or School Approval:

Is the proposed location within 500 feet of a church or school? Yes No *If yes - the church or school officials must approve the application by completing the information contained in this section.

I, the authorized representative of the named church and/or school, state that we have no objection to the issuance of a special license to the applicant organization, at the location entered on the resolution.

Name of church and/or school: St John Vianney

Name of clergyman or superintendent: Rev. Michael Alber

Address of church and/or school: 4101 Clyde Park SW, Wyoming MI 49509

Phone number and e-mail address: 616 5345449 frank@stjohnvianney.net

X [Signature]

Signature and date of the authorized church clergyman and/or school superintendent: (Attach additional sheets if necessary)

7. Military Installation:

Is the proposed location at a military installation or a facility operated by the military? Yes No

If you answered "yes," you must also complete and submit the local government resolution in Part IV of this application package.

Military Agreement Number: _____

We understand the granting of this license and operation under such license are subject to all regulations of the Department of Military Affairs, the provisions of the Liquor Control Code and MLCC Administrative Rules

8. Sunday Sales:

Will this event be held on a Sunday? Yes No

If you answered "yes," section 1113, being MCL 436.2113(2), requires that proceeds received from the sale of food and other goods and services will exceed 50% of the total gross receipts on your event date.

Will your event commence prior to noon? Yes No If yes, verify that your local unit of government allows early morning sales of alcohol

Will your event include the sale of spirits? Yes No If yes, verify that your local unit of government allows sales of spirits on Sundays

9. Police Approval - The agency with primary jurisdiction in the local governmental unit where the event is held must complete this section:

Approval is required of the chief of police or sheriff who has primary jurisdiction where the proposed special license is to be located. Provide a copy of your diagram to the police agency that has jurisdiction over the event.

Is the organization requesting a Sunday Sales Permit to be utilized in conjunction with this event? Yes No

Are there any county or local governmental prohibitions against the sale of beer wine and/or spirits for consumption on Sundays? Yes No

Is the proposed location within 500 feet of a church or school? Yes No *Please enter the name and address of the church and/or school

Name of church and/or school: St John Vianney

Name of clergyman or superintendent: Rev. Michael Alber

Address of church and/or school: 4101 Clyde Park SW Wyoming MI 49509

Phone number and e-mail address: 616 534-5449

Attach additional sheets if necessary if there are multiple churches and/or schools located within 500 feet.

I certify that I have investigated the application of this organization for a Special License for the sale of beer and wine or beer, wine and spirits for consumption on the premises and approve the issuance of a license by the Michigan Liquor Control Commission.

Name of law enforcement agency: Wyoming PD

Name and title of approving officer (please print): Captain Kim Kostek

Signature and date of approving officer: [Signature]

Phone number and e-mail of approving officer: (616) 530-7323 kostek@wyomymt.gov



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 (517) 322-1326 - toll free (866) 813-0011 - www.michigan.gov/lcc

Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License

(Authorized by R436.576)

At a regular meeting of the Festival
(regular or special) (membership or board of directors)

called to order by Ben Ora on 3-25-12 at 7:00 pm
(date) (time)

the following resolution was offered.

Moved by Patty Hudson and supported by Mark Scott

that the application from SJV Festival committee
(name of organization)

for a special license to serve alcohol on Sept. 7, 8, 9, 2012
(event date(s))

to be located at 4101 Clyde Park Ave, Wyoming 49509

be considered for approval
(approval or disapproval)

Approval

Yeas: _____

Nays: _____

Absent: _____

Disapproval

Yeas: _____

Nays: _____

Absent: _____

It is the consensus of this body that the application be Recommended for issuance.
(recommended or not recommended)

I hereby certify that the foregoing is true and is a complete copy of a resolution offered and adopted by the _____

at a regular meeting held on the 3-25-12
(regular or special) (date)

Name and title of authorized officer (please print): Ben Ora Festival Coordinator

Signature and date of authorized officer: Ben Ora 8/7/2012

Phone number and e-mail of authorized officer: 616 648 1307 bandora@chartermi.net



Michigan Department of Licensing and Regulatory Affairs
 Michigan Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 (517) 322-1326 toll free (866) 813-0011 www.michigan.gov/lcc

PART II

**Bond of Special License for Sale of
 Beer, Wine and Spirits for Consumption on the Premises**
 (Authorized by MCL 436.1801(1)(b))

*not required
 for church
 or school*

*****NOTICE: Bonding Company must attach power of attorney to this form**

Applicant Information:

Name of Organization

N/A

Location name and address where event is to be held

City _____ Township _____ County _____

Know all men by these presents, that the above applicant, as principal,

and _____

of _____ street, city of _____ State of _____

have been authorized to do business in the State of Michigan, as surety, are held and firmly bound unto the People of the State of Michigan in the sum of One Thousand (\$1,000.00) dollars, to the payment whereof, well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20____ A.D.

Now therefore the condition of this obligation is such that if the principal shall well and truly keep and perform all and singular the terms and conditions of this contract of license and/or permit and permits, and any modifications thereof, together with all and singular the obligations imposed by the Michigan Liquor Control Code of 1998, as amended, and will comply with all the rules and regulations promulgated by the Liquor Control Commission, and will pay all fines, costs and/or penalties that may be imposed upon him for violations of this Act and/or for violations of the rules and regulations promulgated by the Liquor Control Commission and

Conditioned further, that if the said principal will not directly or indirectly, by the principal, clerk, agent or servant of the principal at any time, sell, furnish, give or deliver any alcoholic liquor to a minor, nor to any adult person who is at the time visibly intoxicated, and that if the said principal will pay all actual damages that may be adjudged to any person or persons for injuries inflicted upon such person or persons either in person or in property of means of support or likewise, by reason of the said principal, selling, furnishing, giving or delivering any such alcoholic liquor, then this obligation shall be void; otherwise to remain in full force and effect.

And the obligors, for themselves, their heirs, executors, administrators, successors or assigns do further covenant and agree with the State of Michigan as follows:

1. That this bond shall be in effect for a period commencing at 7:00 a.m. on _____ (date), if accepted by the Liquor Control Commission, and shall remain in full force and effect until 60 days after the date of receipt by the Michigan Liquor Control Commission at Lansing of the expired license, at which time it shall terminate as to all acts on the part of the principal subsequent to said date, excepting as may be set forth in this bond, or otherwise limited by law and the rules and regulations of the said Liquor Control Commission. If the effective date of the bond is not filled in, the date of execution shall be effective date of the bond.

2. That all rights and liabilities under this bond shall be governed, controlled and fixed by the terms thereof, and by the law and the regulations made pursuant thereto as the same now exists or may hereafter be modified, amended or supplemented.

Witness our hands and seals this _____ day of _____, 20____ A.D.

Signature of Officer of Special License Applicant _____

Printed (or typed) name of officer and title _____

Attorney-in-fact (print or type name) _____

Attorney-in-fact Signature _____

Name of Surety Company: _____

Address and phone of Surety Company: _____



N/A

PART III

Local Legislative Body Resolution for Special Licenses on Military Installations Only

[Authorized by MCL 436.1519]

At a _____ meeting of the _____
(regular or special) (township board, city or village council)

called to order by _____ on _____ at _____ P.M.
the following resolution was offered.

Moved by _____ and supported by _____

that the request from _____
(name of organization)

be considered for _____
(approval or disapproval)

	<u>Approval</u>	<u>Disapproval</u>
Yeas:	_____	_____
Nays:	_____	_____
Absent:	_____	_____

It is the consensus of this legislative body that the application be _____ for issuance.

State of Michigan) SS (recommended or not recommended)
County of)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the

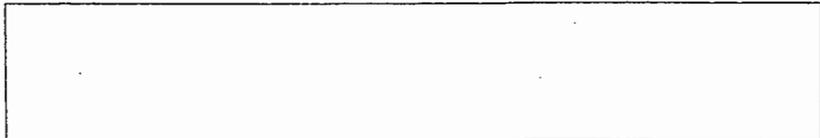
_____ at a _____
(regular or special)

meeting held on the _____
(date)

Signed: _____
(township board, city or village clerk)

(address of township board, city or village board)

SEAL





Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 (517) 322-1400 toll free (866) 813-0011 www.michigan.gov/lcc

Business ID: _____

Request ID: _____

CREDIT CARD AUTHORIZATION FORM

Fax completed form to secured number: 517-322-5237

Name _____
 Address _____
 City _____
 State _____
 Zip _____
 Payment is for: _____
 Phone _____

Transaction Amount: _____

Card Number: _____

Check one: MasterCard VISA

Expiration Date: _____

Signature _____

Notice: This form may be used for payment of goods and services offered by the Michigan Liquor Control Commission, with the exception of the purchase of alcoholic beverages.

Paying by check



Michigan Department of Licensing and Regulatory Affairs
Michigan Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
(517) 322-1326 toll free (866) 813-0011 www.michigan.gov/lcc

Notice to Special Licensees
(Authorized by Act 58, P.A. of 1998)

Like any other licensee of the MLCC, Special Licensees are responsible for following the Liquor Control Code and the MLCC Administrative Rules. Organizations any persons who are running the events should take time to familiarize themselves with the rules that govern the sale of alcoholic beverages. Failure to comply may lead to steep fines and penalties as well as causing dangerous situations to develop.

The following is a synopsis of some important laws and rules. The list is not all inclusive but it will assist you in maintaining a legal and successful operation at your event. Do not take a chance on violating the law or rules. If in doubt about the legality of any activity or function for your event, call your local police department or the closest Liquor Control District Enforcement office (located in Southfield, Lansing, Grand Rapids and Escanaba).

Questions can also be answered at the MLCC Special License unit at (517) 322-1326. You may purchase a copy of the Liquor Control Code and MLCC Administrative Rules by submitting to the address printed above, a check or money order for \$15.00 made payable to the State of Michigan/MLCC. The Code and Rules are also available for download from the MLCC web site at www.michigan.gov/lcc.

Purchases

All your alcoholic beverages must be purchased from an MLCC licensee. Do NOT permit BYOB (bring your own bottle) at your event. Do not sell, offer to sell or advertise an unlimited quantity of alcoholic beverages for a single price.

Profits

Do not permit any person, organization or business entity, other than the licensee, to receive any profit or loss from the sale of alcoholic beverages.

Gambling/Contests

Do not allow gambling other than that which is legal under the state lottery laws. You must obtain a license for legalized gambling from the State Lottery Commission. Ensure that any contests are of a legal nature, and they do not violate any state laws.

Minors

Do not allow anyone who is less than 21 years old to purchase or consume alcoholic beverages. Ask for identification and examine it closely. Employment of a minor under the age of 18 must be in accordance with the Youth Employments Standards Act of June 1, 1978, being MCL436.1707.

Intoxication

Always watch for signs of intoxication and limit sales. **Do not allow anyone who is intoxicated to purchase or consume alcoholic beverages**, or to loiter or congregate on the licensed premises.

Legal Hours

Do not sell alcohol other than beer or wine, on Sundays, unless you have been licensed by the Commission to do so. Do not sell any alcohol between 2:00 a.m. and 7:00 a.m. weekdays and 2:00 a.m. and 7:00 a.m. on Sundays. Do not allow consumption of alcohol between 2:30 a.m. and 7:00 a.m. on weekdays and 2:30 a.m. and 7:00 a.m. on Sundays. Do not sell alcoholic beverages between 11:59 p.m. on December 24 and 12:00 Noon on December 25.

Licensed Premises

It is your responsibility to control and properly police the area where the alcoholic beverages are being sold and consumed. Do not permit persons to carry their alcoholic beverages outside the area approved for consumption. If your event is near a residential area, make sure your guests do not disturb or intrude on your neighbor's property.

Other Rules

It is your responsibility to comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee, pursuant to MAC 436.1003.

Cooperation

It is your responsibility to cooperate with all law enforcement officers. Do not allow within or upon the licensed premises any illegal occupation or illegal act.

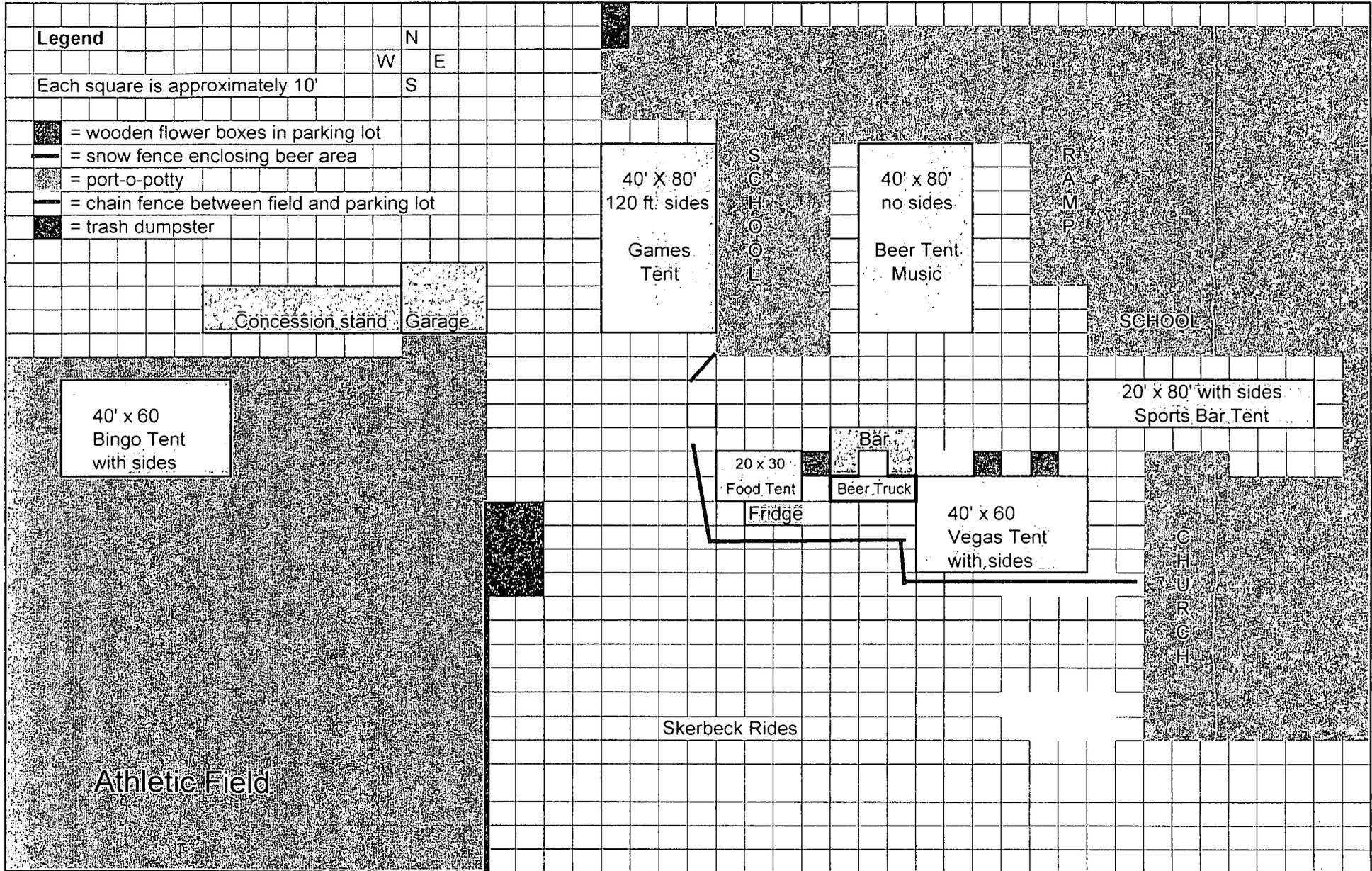
Remember:

- All codes and rules which apply to a regular licensee of the commission who sells alcoholic beverages for consumption on the premise also apply to a special one-day licensee.
- Violations of any of the Codes and MLCC Administrative Rules, or any other regulations governing the sale of alcoholic beverages for consumption on the premises or the provisions of the liquor control code may result in a stop being placed against your organization for issuance of any additional special licenses.

PLEASE KEEP THIS NOTICE AND POST IT WITH YOUR LICENSE ON THE PREMISES DURING THE HOURS OF OPERATION

Site Plan

Sept. 7, 8, 9, 2012 SJV Festival



RESOLUTION NO. _____

RESOLUTION TO PROVIDE THE CITY OF WYOMING'S
APPROPRIATION TO THE CHILDREN'S ASSESSMENT CENTER
AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report it is recommended the City Council accept an agreement for the annual payment/donation to the Children's Assessment Center.
2. The Children's Assessment Center provides services to children from the City of Wyoming, who may be victims of criminal sexual conduct cases.
3. Funds for the annual payment/donation exist in the Police Department account number 101-305-30500-956000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the agreement from the Children's Assessment Center in the amount of \$15,000.00 and authorizes the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENTS:

Staff Report
Agreement
Invoice

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: August 6, 2012
SUBJECT: Children's Assessment Center Annual Payment/Donation
FROM: Capt. Kimberly Koster 
MEETING DATE: August 20, 2012

RECOMMENDATION:

It is recommended the City Council approve the annual payment/donation for the current fiscal year to the Children's Assessment Center, which is located at 901 Michigan NE, Grand Rapids, MI 49503, as listed in the Police Department's 2012/13 Administrative Other Services approved fiscal budget, as follows:

Children's Assessment Center – Donation to Children's Assessment Center for their services provided to children who are victims of criminal sexual conduct cases. This donation is based on a prorated share of what other police agencies donate annually to this organization.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – The Children's Assessment Center provides a centralized and coordinated location and group of services that assists and supports children who are victims of sexual and other assaults and/or abuse, and at the same time, facilitates the investigation of these crimes so that the perpetrators can be successfully prosecuted.

Economic Strength – This program allows both the victims and law enforcement officers involved in their investigation to utilize the C.A.C.'s coordinated services (crisis intervention, interviews, mental health assessments, medical exams, counseling/therapy, information gathering, referrals, court support, etc.) at no cost and is available to everyone.

DISCUSSION:

The Wyoming Police Department has utilized the C.A.C.'s services since their inception in 1991. The C.A.C. serves the entire Kent County area and is partially funded by Kent County police agencies. The C.A.C. works with a call-out team to provide emergency care in the thirteen counties making up West Michigan on evenings, weekends, and holidays. In 2012, nearly 1,000 children received services from the C.A.C.

BUDGET IMPACT:

Funds (\$15,000) are available for this expenditure in account #101-305-30500-956000.

cc. Kim Oostindie

PROFESSIONAL SERVICES AGREEMENT

This professional services agreement ("Agreement") is made as of July 1, 2012, by and between the City of Wyoming, a Michigan municipal corporation having its principal place of business at 2300 DeHoop Ave, Wyoming, MI 49509 ("City"), and Children's Assessment Center, a Michigan not-for-profit corporation, whose registered address is 901 Michigan Street NE, Grand Rapids, Michigan 49503 ("C.A.C.").

RECITALS

1. The C.A.C. provides a centralized and coordinated location and group of services that assists and supports children who are victims of sexual and other assaults and/or abuse, and at the same time, facilitates the investigation of these crimes so that the perpetrators can be successfully prosecuted.
2. The City wishes to contract with the C.A.C. for these services and the assistance of the C.A.C. in conducting investigations into actual or alleged sexual and other assaults and/or abuse of child victims.

In consideration of their respective obligations hereunder, the parties agree as follows:

AGREEMENT

1. Scope of Services. The C.A.C. shall provide the City's Police Department with services in connection with sexual complaints or allegations where there are child victims. These services shall include, but are not limited to, providing a single location for and/or providing these services:
 - a. Children's Protective Services Workers from the Department of Social Services who handle child sexual and other abuse reports in Kent County.
 - b. Law enforcement detectives from the Grand Rapids Police Department and/or Kent County Sheriff's Department who are specially trained in investigating child sexual and other abuse complaints;
 - c. A medical team of contracted, specially trained pediatricians/family practitioners and a staff nurse; and
 - d. Assessment counselors who provide crisis intervention, mental health assessments, support, and information and referral to individuals with a concern about possible sexual abuse of a child.
2. Contract Amount. In return for the services set out herein, the City shall annually pay to the C.A.C. the amount of Fifteen Thousand and No/100 Dollars (US) (\$15,000.00) (the "Contract Amount"). The payment shall be made Net 30 days upon receipt by the City of an invoice from C.A.C. In the event that this Agreement shall be terminated by either party as provided herein before the end of the annual term of this Agreement, C.A.C. agrees to repay to the City a pro-rata share of the Contract Amount proportionate to the share of the annual term which shall have passed as of the date of termination of this Agreement.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER
TO ACCEPT QUOTES FROM AT&T FOR CONSTRUCTION WORK
REQUIRED TO IMPLEMENT NEW TECHNOLOGY AND THE VoIP SYSTEM

WHEREAS:

1. As detailed in the attached Staff Report from the City's Director of Information Technology, in June 2012 the City upgraded the AT&T communications contract to take advantage of newer technology and to prepare for the implementation of VoIP by replacing DS3/T1 and TDS phone lines with PRI Trunks and the Opt-E-Man circuits.
2. Additional construction work is required for the implementation of the new system at the Central Fire Station and Clean Water Plant.
3. It is recommended the City Council accept a quote from AT&T in the amount of \$9,275.00 to complete the required work at the Central Fire Station.
4. It is recommended the City Council accept a quote from AT&T in the amount of \$20,550.00 to complete the required work at the Clean Water Plant.
5. AT&T has offered the City a credit of \$15,000.00 bringing the total project cost to \$14,825.00.
6. Sufficient funds for the project are available in the General Fund/Information Technology/Capital Outlay Computer Equipment account number 101-258-25800-984017.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the City Manager to accept the quotes from AT&T in the amount of \$29,825.00 for construction work required take advantage of newer technology and to prepare for the implementation of VoIP system.

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
Quote (2)

Heidi A. Isakson, Wyoming City Clerk



STAFF REPORT

DATE: August 14, 2012

SUBJECT: City Enterprise / AT&T OPT-E-MAN / Site Preparation

FROM: Gail Sheppard, Director of Information Technology

MEETING DATE: August 20, 2012

Recommendation:

It is recommended that the City Council authorize payment to AT&T for Quote #: SR1-X2ZN54-01b and Quote #: SR1-X2ZN54-03a for the Make Ready requirements at the City of Wyoming facilities at 1250 36th Street (Central Fire) and 2350 Ivanrest (CWP). The City Council authorized the renewal of the master agreement with AT&T for high speed digital circuits to connect the different facilities throughout the City to allow City of Wyoming computers to be networked with Resolution #23882 in May, 2011. In June, 2012 we upgraded our AT&T communications contract to take advantage of newer technology and to prepare for the implementation of VoIP by replacing our DS3/T1 and TDS phone lines with PRI Trunks and the Opt-E-Man circuits. These AT&T quotes represent project costs determined by an Engineering study from AT&T to expand existing or install new conduit for fiber runs, which are needed to connect to our upgraded communications and to utilize VoIP at the CWP.

Sustainability Criteria:

Environmental Quality – Approval of this bid does not significantly impact environmental quality.

Social Equity – Information Technology staff have been updating the City's infrastructure in order to improve and/or allow City users the ability to work more effectively. Switched Ethernet is a technology that is rapidly gaining popularity due to its simple, more cost-effective network connectivity options. With Opt-E-Man, information can travel at speeds of 5 Mbps to 1 Gbps to multiple locations.

Economic Strength – Opt-E-Man's private line network is a scalable solution, allowing us the ability to change parameters of the service or add new locations into the network, without going through a full-scale network revamp. Opt-E-Man's simpler network structure is a cost-effective alternative that provides us with a reliable and secure way of setting up a private network. This technology is also consistent with our goal of maintaining our IT infrastructure to support technology solutions, facilitate interoperability and connectivity, and support technologies/processes that increase service to our employees and/or citizens.

Discussion:

Information Technology staff were recently advised that the two sites mentioned required additional construction work by AT&T, related to site preparation for Opt-E-Man. Since this was not mentioned in the initial review of the project, AT&T has offered to credit the City of Wyoming \$15,000 to offset the costs due to the unanticipated additional costs. The total cost for the required work is \$29,825, of which AT&T would credit \$15,000 leaving the cost to the City of Wyoming at \$14,825.

Budget Impact:

Funding (\$14,825) for the Make Ready project is available in the General Fund/Information Technology/Capital Outlay Computer Equipment account #101-258-25800-984.017.



Quote #: SR1-X2ZN54-01b

Quote Date: 07/26/2012

AT&T Point of Contact:

Mary Dettloff
Phone: (616) 724-3505
email: md8439@att.com

Quotation Prepared for:

City of Wyoming
1250 36th Street
Wyoming, Michigan

AT&T Customer Number: na

Pat Firestone
Phone: (616) 249-3404
email: firestonep@wyomingmi.gob

Make Ready : 1250 36th Street

Refer to attached Scope of Work Sheet(s) - Attachment A

Refer to attached Assumptions Sheet(s) - Attachment B

Pursuant to AT&T Master Agreement (MA) na, AT&T shall furnish and install items detailed herein.

This quote is valid until 08/25/2012. After that date, the proposal is subject to price verification/adjustment.

Installation on an expedited basis will require a separate charge to cover short interval shipping and/or premium labor charges that are not reflected in this quotation.

Billing policy shall be as agreed upon in the Master Agreement and Pricing Schedule (MA) between AT&T and City of Wyoming unless mutually agreed upon changes are stated herein.

Total Material Price =

Total Installation (Labor) Price =

Grand Total (excluding expedited shipping or taxes) =

CUSTOMER APPROVAL / AT&T AUTHORIZATION

City of Wyoming

AT&T

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

-- Proprietary Information --

Information Contained Herein is for the Authorized Parties Hereto and Not for General Distribution Withing Outside of Their Respective Organizations.

APPROVED AS TO FORM.

Attachment A - Scope of Work

1.0 General / Project Overview

- 1.01 AT&T shall furnish and install materials associated with the make ready requirements at the City of Wyoming facility at 1250 36th Street in Wyoming, Michigan. This installation will be per the and direction provided by City of Wyoming including discussions with Pat Firestone (616-249-3404) and as further described below. Refer to the attached Bill of Materials / Project Report sheet for a listing of material and labor costs associated with this project.
- 1.02 There are no LAN Electronics included in this scope of work.

2.0 Scope of Work

- 2.01 AT&T shall provide and install approximately 90ft of (1) 2in HDPE conduit via directional bore method from the property line at Flamingo to the south wall of the building. Conduit will be "cap and stake" at the right of way.
- 2.02 AT&T shall provide and install (1) 2in riser at the building entrance; provide and install (1) 24in x 24in pull box; core (1) penetration, seal and sleeve.
- 2.03 AT&T shall provide and install approximately 30ft of (1) 1 1/4in plenum rated inner duct from this penetration to the dmarc room.
- 2.04 AT&T shall provide and install (1) 3ft x 3ft x 3/4in fire rated plywood, (1) 110 volt electrical outlet and (1) #6awg ground conductor in the dmarc room for the new fiber equipment.

3.0 OSP Construction

- 3.01 All Sidewalks, streets, alleyways, gutters, façade, and landscaping items along the cable pathway and around the entrance facilities will be replaced to its original condition or better. AT&T reserves the right to replace sod, trees, and/or shrubbery during favorable times of the year to ensure growth of the replaced items. This will not preclude acceptance and payment of the project if substantial completion and operation of the network has been achieved.
- 3.02 AT&T will provide forty-eight hours prior notice to the building owner and/or designated representative to arrange unrestricted access. It is recommended that these site visits be conducted in the presence of the building owner's representative(s).
- 3.03 Client and building owner must approve all penetrations into building structures, in writing, before commencement of work. All penetrations into building will be sealed around the conduits (sleeves) to help prevent water penetration or other material from intruding into structure from around the metal conduit sleeve.
- 3.04 AT&T shall place the conduit described above using directional boring as the primary method of installation. This is preferred due to the minimal impact upon the conduit route's environmental conditions. Directional boring techniques may reduce the restoration requirements of the project. Restoration efforts are directly affected by the utility density along the route and with the level of landscaping encountered along the parkways and around buildings.
- 3.05 Prior to underground conduit placement operations, AT&T shall notify all utilities and agencies of the pending construction through a State-Approved One-Call service as required by law. AT&T may elect to "pot-hole" the marked utilities for location verification.

Note: Delays by Member Utilities in locating facilities in the public right-of-way or on private property may effect the timeline of this project. These types of delays are outside the control of AT&T.

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Attachment A - Scope of Work

3.06 Grade-mounted hand-holes will be constructed of a fiberglass-reinforced aggregate matrix bound with polymer resin or reinforced concrete. The hand-hole cover will be mounted flush with existing grade and constructed with a load rating of AASHTO H-20. All conduits entering or exiting hand-holes will be sealed to prevent the movement of water through the duct.

3.07 Excavated surface areas shall be restored to equal or better than their state prior to construction.

4.0 Rock Clause

4.01 An additional charge may apply if solid rock is encountered while directional boring. In the event solid rock is encountered, AT&T shall notify Client in writing prior to incursion of additional fees related to the rock.

5.0 Quality of Work

5.01 AT&T's installation practices will be governed by EIA/TIA Telecommunications Building Wiring Standards, the BICSI Telecommunication Distribution Methods Manual and local building codes.

5.02 All work shall be done in accordance with the respective drawings, written specifications, supplemental information, industry standards, trade practice, and applicable regulatory agencies.

5.03 All work shall be performed by competent personnel and executed in a neat and workmanlike manner providing a thorough and complete installation.

5.04 Any work deemed inferior shall be reported to AT&T for immediate corrective action.

5.05 AT&T shall be responsible on a daily basis for cleanup and removal of all debris resulting from work performed by AT&T. Upon completion of the project, AT&T shall remove all tools, equipment, obstructions or debris present as a result of AT&T's portion of the overall project.

6.0 Schedule

6.01 AT&T's normal work schedule for this project shall be Monday - Friday, 8:00am - 5:00pm. Work beyond this schedule requires the approval of AT&T or overtime rates will be charged to the Customer via a Change Order.

6.02 Refer to the attached 'Assumptions' list for additional schedule information.

6.03 The project duration is estimated at <4> work days once construction begins. A shorter project duration may be available at additional cost.

7.0 Project Management

7.01 AT&T shall provide coordination to monitor and control all technical and administrative support activities related to this SOW.

7.02 AT&T shall provide qualified on-site installation supervision.

7.03 AT&T shall, upon completion of inspection and review of site, establish a schedule to accomplish the objectives of this project and submit to Client.

7.04 AT&T shall provide a Progress Report that shall highlight all completed and work scheduled during the project.

8.0 Warranty

8.01 AT&T's proposal includes a 90-day labor warranty.

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Attachment A - Scope of Work

- 8.02 AT&T warrants that: (i) For a period of ninety (90) days following completion of the Project, Services provided will have been performed in a workmanlike manner and (ii) Any material provided will be free from defects for a period of ninety (90) days following completion of the project.
- 8.03 If AT&T responds to a Client's request for repairs during the warranty period and determines that the problem(s) is not covered by the contracted warranties, AT&T will invoice and Client agrees to pay AT&T a minimum two (2)-hour service charge (at AT&T's then current hourly rates).
- 8.04 All manufacturers' warranties that extend past the AT&T standard warranty period will be passed through to Client. Warranty issues outside the AT&T standard warranty period must be negotiated direct between Client and the Manufacturer.

9.0 Facility Damage

- 9.01 AT&T shall take necessary steps to protect all received materials from dents, scratches, dust, temperature, weather, cutting and other hazardous conditions.
- 9.02 AT&T Risk Management Services is responsible for handling any damage claims occurring as a result of performing work, i.e. damaged voice and/or data hardware, broken ceiling tiles, damaged walls, scratched furniture, etc.
- 9.03 AT&T reserves the right to replace required items with suitable substitutes of the removed items. This will not preclude acceptance and payment of the project if substantial completion and operation of the network has been achieved.

10.0 Changes to the Scope of Work

- 10.01 After the project begins AT&T will not perform any verbally-requested change orders. Any work not specifically outlined within this Scope of Work is deemed to be Out of Scope and subject to the Change Order process. AT&T has endeavored to provide accurate counts of equipment, cabling, etc. based on the information provided within the RFP.
- 10.02 If Client requests additional connections AT&T can provide these connections on a "Change Order" basis.
- 10.03 All Change Orders will be accepted in written form and approved by Client and AT&T prior to commencement of work on Change Order Requests.

11.0 Milestones

- 11.01 Payment terms shall be determined at the time of final contract negotiations. AT&T prefers one-time billing upon client acceptance.

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Attachment B - Assumptions

1.0 General

- 1.01 For reference in this proposal only, City of Wyoming shall be identified as Client.
- 1.02 This proposal is valid only if Client signs (or already has in place) a contract which incorporates the AT&T terms and conditions.
- 1.03 Client agrees to all terms and conditions herein, including payment terms and the timely return of Client Acceptance Form(s) provided upon project completion.
- 1.04 Sales tax, if included in this proposal, is an **ESTIMATE** of taxes based on the available tax-rate information for the installation location. Actual sales tax applied at time of billing will be Client's responsibility.
- 1.05 If Client declares exemption from State and Local sales tax, Proof of Tax Exemption must be provided prior to contract signing. If Tax Exemption Certificate is not on file at contract signing all taxes (State and Local) will apply.
- 1.06 AT&T liability arising out of or relating to the work described in this quote is limited to the amount paid to AT&T for this work.
- 1.07 This proposal is based on the completion of the entire scope of work. A reduction in the amount of work to be completed may increase the price of individual work functions.
- 1.08 If Client is not the property owner, then Client represents and warrants to AT&T that it has obtained any necessary approvals from the property and/or building owner for this project.
- 1.09 This proposal assumes there is no requirement for the payment of prevailing Wages, Davis Bacon Wages, Walsh-Healy wages, Contract Service Act Wages or any other predetermined or prevailing Wages or fringe benefits. In the event there is a requirement for the payment of specific wages and/or fringe benefits, the difference between such specific wages and / or benefits and the actual wages and / or benefits paid, plus AT&T's normal mark-up for overhead and profit shall be an extra to this proposal.
- 1.10 Any new cable pathway structures (metallic conduit, duct, innerduct, pull-boxes, etc.) included in this proposal, even if installed exclusively to support installation of AT&T service-providing cable, shall be considered Client-owned.
- 1.11 Material pricing in this proposal represents "price in effect" at the time of purchase. Receipt of a Client Purchase Order will authorize AT&T to purchase the products required to complete the project as scheduled. AT&T reserves the right to adjust this proposal based on the cost of materials at the time Client provides a Purchase Order.
All Sidewalks, streets, alleyways, gutters, façade, and landscaping items along the cable pathway and around the entrance facilities will be replaced to its original condition or better. AT&T reserves the right to replace sod, trees, and/or shrubbery during favorable times of the year to ensure growth of the replaced items. This will not preclude acceptance and payment of the project if substantial completion and operation of the network has been achieved.

2.0 Exclusions

- 2.01 This proposal does not include any costs associated with third party/independent quality assurance or testing.
- 2.02 This proposal does not include any bid, performance or payment bonds (or associated costs).
- 2.03 This proposal does not include bringing the existing facilities up to code.
- 2.04 This proposal does not include assembly/reassembly of modular furniture.

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Attachment B - Assumptions

- 2.05 This proposal does not include grounding and bonding of *existing* equipment, manholes or cabling.
- 2.06 This proposal does not include conduit or power for the alarm system.
- 2.07 This proposal does not include any power strips.

3.0 Schedule

- 3.01 AT&T's requires a minimum of 10 working days notice before the start of work.
- 3.02 AT&T installation charges indicated in this proposal are based on a construction interval as noted on the quotation sheet and/or Scope of Work. Client may be responsible for increased charges if additional labor or premium wages are required to achieve a shorter installation interval at Client's request. Client may be responsible for increased charges if additional labor or premium wages are required to maintain the contracted installation interval following Client delays.
- 3.03 Alterations or deviations, if any, from the above scope of work, or any delays or postponements of the work by the Client or it's agents which result in additional materials or labor costs, will become an extra charge which will be billed as an addition to this proposal amount. Any extra move on or off the job site due to circumstances beyond AT&T's control will be billed as an extra at hourly labor and equipment rates in effect at the time.
- 3.04 AT&T will perform this job in its entirety only and all work will be performed within AT&T's normal work schedules, unless Client contracts for premium work scheduling.
- 3.05 Completion date for this project will be negotiated pending contract signing and/or Client Purchase Order receipt by AT&T, and may depend on the manufacturer's ability to ship the necessary products.
- 3.06 This proposal assumes all material and /or equipment will be transported standard ground fashion. No air freight or expedite costs are included.
- 3.07 Any delays caused by outside parties (i.e., the Client, general contractor, electricians or contract vendors other than AT&T) will be documented and presented to the Point of Contact for resolution.

4.0 Existing Conditions

- 4.01 AT&T assumes there are no abnormal environmental or hazardous conditions on the Client's premise which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for AT&T to perform the required work.
- 4.02 Unless specifically described otherwise in the Scope of Work, no provision has been made in this proposal for the removal, evacuation or disposal of Client-owned, obsolete cabling facilities or components. Compliance with local, state, and federal codes beyond the installation of the cabling system mentioned in this proposal, is the responsibility of Client.
- 4.03 AT&T assumes an existing TIA-607 compliant Building Ground System meeting local, state, and national electrical codes within each telecommunications room. Where bonding to this ground system is required, AT&T shall install a telecommunications grounding bus bar and #6 AWG ground conductor for bonding to the existing building grounding system. Where a building ground system is not installed, code or standards compliant, Client will be notified and given an opportunity to make appropriate corrections. Additional work performed by AT&T to provide code or standard compliance shall be at Client's expense.
- 4.04 AT&T does not guarantee Client's existing cable facilities.
- 4.05 AT&T assumes all existing cable is color-coded and requires no tagging for identification.

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Attachment B - Assumptions

5.0 Client Responsibilities

- 5.01 Client will be responsible for identifying all areas containing asbestos, lead paint, and /or other hazardous materials. Client will also be responsible for the removal and /or abatement of all hazardous materials and any associated costs.
- 5.02 Client will be responsible for identifying and additional costs associated with any Historical or environmental (endangered species, archeological sites/digs, etc.) issues.
- 5.03 Client is responsible for providing access to any buildings, equipment rooms, etc., necessary for AT&T to complete the required work. Client will provide adequate parking for AT&T equipment and employees at no additional cost to AT&T or its sub-contractors, for the duration of this project.
- 5.04 Client will provide a point of contact to interface with AT&T point of contact.
- 5.05 Client will provide access to all work areas during normal and after duty hours if required.
- 5.06 Client is responsible for providing adequate power and power access in locations where equipment is to be placed. If additional power is required it will be responsibility of Client.
- 5.07 Client is responsible for providing a safe, secure and lockable location for the storage of equipment and materials during the installation interval.
- 5.08 AT&T assumes that the regulated network circuit or circuits will be installed and tested, by the regulated utility company, prior to any service installation provided by AT&T.
- 5.09 Client will provide power poles, if required.
- 5.10 Client is responsible for all costs associated with permits, easements and / or right-of-ways.
- 5.11 Client is responsible to obtain approval (separate from this proposal) by the regulated Telco outside plant/BIC engineer prior to installing any cable pathway structures (metallic conduit, duct, inner-duct, pull-boxes, etc.) designed to support regulated services cabling. Any changes to this proposal required by the regulated Telco outside plant/BIC engineer may result in additional costs to Client.

6.0 American Recovery and Reinvestment Act

- 6.01 Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. AT&T may be subject to some of these restrictions, requirements and reporting obligations when Services and Service Components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), AT&T must be apprised of them before provisioning the Services or Service Components. Accordingly, the Services and Service Components provided in this offering shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements.
- 6.02 Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.

7.0 Underground Construction

-- Proprietary Information --

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Attachment B - Assumptions

- 7.01 AT&T will utilize the one call locate system to have the existing public utilities located. The Client, at the Client's expense, will locate private lines (water, sewer, power, sprinkler, coax, telephone, etc.). A good locate is a mark within 18 inches of the actual underground facility (per American Public Works Association guidelines). AT&T is not responsible for damages that occur as a result of a mislocated or "not located" facility.
- 7.02 Costs associated with underground construction are based on standard (clay/black-dirt) soil conditions assuming a clear and unobstructed pathway. If any of the following conditions are encountered during construction, additional fees may apply (AT&T will deliver a separate, written proposal in the form of a Change Order which must be approved before any additional fees are incurred):
- 1) Rocky Soil - Soil containing rock to the point of substantially inhibiting the directional-boring process.
 - 2) Solid Rock - Rock requiring trenching and/or jack hammering to facilitate the underground pathway placement.
 - 3) Obstructions - Unforeseen debris left underground during previous construction (i.e. tanks, foundations, project debris, etc.) which requires obstruction removal or route modification.
 - 4) Undisclosed Contaminated Soil - Soil containing one or more contaminants from an unintentional or intentional spilling, or a naturally occurring contaminant which requires removal or route modification.
- Note - Client is solely responsible to identify contaminated soil conditions before construction. Should contaminated soil be encountered, AT&T will adhere to all rules and regulations governing the handling of such soil. Potential additional costs include special training and/or procedures required to handle soil as well as cartage/disposal of any contaminated soil that needs to be removed from the site.*
- 7.03 This proposal does not include installation during frozen ground conditions (ground with frost line at a minimum of two feet constitutes frozen ground), nor while state-imposed Frost Restrictions are in effect. If no frost restrictions exist and customer insists on installation, the unit rates for frozen ground condition will be applied to the quantity of units required to complete the project under these conditions. Additional clean-up costs may be incurred as a result of working in these conditions (which will be added to the adjustment in the labor pricing due to frozen ground conditions).
- 7.04 All existing manholes are equipped with racks, bonded, and grounded according to telecommunication industry standards. The proposal does not include bring existing facilities up to industry standards.
- 7.05 No soil compaction testing is required.
- 7.06 No soil erosion control is required.
- 7.07 No de-watering (well points) are required.

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Attachment C - Bill of Materials / Project Report

Description	Qty	Unit	Unit Price	Extended Price
Installation Materials				
Materials				
installation material	1	ls	\$ 2,775.00	\$ 2,775.00
Materials Sub-total				\$2,775.00
Installation Materials Sub Total				\$2,775.00
Installation Labor				
Labor				
installation labor	1	ls	\$ 6,500.00	\$ 6,500.00
Labor Sub-total				\$6,500.00
Installation Labor Sub Total				\$6,500.00
Project Summary				
Materials Total				\$2,775.00
Labor Total				\$6,500.00
Grand Total				\$9,275.00
<i>Prices above do not reflect Shipping or Taxes.</i>				

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Quote #: SR1-X2ZN54-03a

Quote Date: 08/02/2012

AT&T Point of Contact:

Mary Dettloff
Phone: (616) 724-3505
email: md8439@att.com

Quotation Prepared for:

City of Wyoming
2350 Ivanrest
Wyoming, Michigan

AT&T Customer Number: na

Pat Firestone
Phone: (616) 249-3404
email: firestonep@wyomingmi.gob

Make Ready : 2350 Ivanrest Water Plant

Refer to attached Scope of Work Sheet(s) - Attachment A

Refer to attached Assumptions Sheet(s) - Attachment B

Pursuant to AT&T Master Agreement (MA) na, AT&T shall furnish and install items detailed herein.

This quote is valid until 09/01/2012. After that date, the proposal is subject to price verification/adjustment.

Installation on an expedited basis will require a separate charge to cover short interval shipping and/or premium labor charges that are not reflected in this quotation.

Billing policy shall be as agreed upon in the Master Agreement and Pricing Schedule (MA) between AT&T and City of Wyoming unless mutually agreed upon changes are stated herein.

Total Material Price =

Total Installation (Labor) Price =

Grand Total (excluding expedited shipping or taxes) =

CUSTOMER APPROVAL / AT&T AUTHORIZATION

City of Wyoming

AT&T

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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APPROVED AS TO FORM:

Attachment A - Scope of Work

1.0 General / Project Overview

- 1.01 AT&T shall furnish and install materials associated with the make ready requirements at the City of Wyoming facility at 2350 Ivanrest in Wyoming, Michigan. This installation will be per the and direction provided by City of Wyoming including discussions with Pat Firestone (616-249-3404) and as further described below. Refer to the attached Bill of Materials / Project Report sheet for a listing of material and labor costs associated with this project.
- 1.02 There are no LAN Electronics included in this scope of work.

2.0 Scope of Work

- 2.01 AT&T shall provide and install approximately 850ft of (1) 2in HDPE conduit via directional bore method from the south property line at Viaduct St SW to the south exterior wall of the dmarc room. Conduit will turn west to the Ivanrest right of way. Conduit will be "cap and stake".
- 2.02 AT&T shall provide and install (1) 2in riser at the south building entrance; place (1) 24in x 24in pull box; core (1) 2in penetration, sleeve and seal; and install approximately 30ft of (1) 1 1/4in plenum rated inner duct from this penetration to the existing backboard.
- 2.03 AT&T shall provide and install (1) #6awg ground conductor.
- 2.04 NOTE: there was existing power available at the time of this site visit. Power outlet is NOT included in this proposal.

3.0 OSP Construction

- 3.01 All Sidewalks, streets, alleyways, gutters, façade, and landscaping items along the cable pathway and around the entrance facilities will be replaced to its original condition or better. AT&T reserves the right to replace sod, trees, and/or shrubbery during favorable times of the year to ensure growth of the replaced items. This will not preclude acceptance and payment of the project if substantial completion and operation of the network has been achieved.
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- 3.04 AT&T shall place the conduit described above using directional boring as the primary method of installation. This is preferred due to the minimal impact upon the conduit route's environmental conditions. Directional boring techniques may reduce the restoration requirements of the project. Restoration efforts are directly affected by the utility density along the route and with the level of landscaping encountered along the parkways and around buildings.
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4.01 An additional charge may apply if solid rock is encountered while directional boring. In the event solid rock is encountered, AT&T shall notify Client in writing prior to incursion of additional fees related to the rock.

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- 8.02 AT&T warrants that: (i) For a period of ninety (90) days following completion of the Project, Services provided will have been performed in a workmanlike manner and (ii) Any material provided will be free from defects for a period of ninety (90) days following completion of the project.
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- 1.05 If Client declares exemption from State and Local sales tax, Proof of Tax Exemption must be provided prior to contract signing. If Tax Exemption Certificate is not on file at contract signing all taxes (State and Local) will apply.
- 1.06 AT&T liability arising out of or relating to the work described in this quote is limited to the amount paid to AT&T for this work.
- 1.07 This proposal is based on the completion of the entire scope of work. A reduction in the amount of work to be completed may increase the price of individual work functions.
- 1.08 If Client is not the property owner, then Client represents and warrants to AT&T that it has obtained any necessary approvals from the property and/or building owner for this project.
- 1.09 This proposal assumes there is no requirement for the payment of prevailing Wages, Davis Bacon Wages, Walsh-Healy wages, Contract Service Act Wages or any other predetermined or prevailing Wages or fringe benefits. In the event there is a requirement for the payment of specific wages and/or fringe benefits, the difference between such specific wages and / or benefits and the actual wages and / or benefits paid, plus AT&T's normal mark-up for overhead and profit shall be an extra to this proposal.
- 1.10 Any new cable pathway structures (metallic conduit, duct, innerduct, pull-boxes, etc.) included in this proposal, even if installed exclusively to support installation of AT&T service-providing cable, shall be considered Client-owned.
- 1.11 Material pricing in this proposal represents "price in effect" at the time of purchase. Receipt of a Client Purchase Order will authorize AT&T to purchase the products required to complete the project as scheduled. AT&T reserves the right to adjust this proposal based on the cost of materials at the time Client provides a Purchase Order.
All Sidewalks, streets, alleyways, gutters, façade, and landscaping items along the cable pathway and around the entrance facilities will be replaced to its original condition or better. AT&T reserves the right to replace sod, trees, and/or shrubbery during favorable times of the year to ensure growth of the replaced items. This will not preclude acceptance and payment of the project if substantial completion and operation of the network has been achieved.

2.0 Exclusions

- 2.01 This proposal does not include any costs associated with third party/independent quality assurance or testing.
- 2.02 This proposal does not include any bid, performance or payment bonds (or associated costs).
- 2.03 This proposal does not include bringing the existing facilities up to code.
- 2.04 This proposal does not include assembly/reassembly of modular furniture.

-- Proprietary Information --

Information Contained Herein is for the Authorized Parties Hereto and
Not for General Distribution Within or Out side of Their Respective Organizations.

Attachment B - Assumptions

- 2.05 This proposal does not include grounding and bonding of *existing* equipment, manholes or cabling.
- 2.06 This proposal does not include conduit or power for the alarm system.
- 2.07 This proposal does not include any power strips.

3.0 Schedule

- 3.01 AT&T's requires a minimum of 10 working days notice before the start of work.
- 3.02 AT&T installation charges indicated in this proposal are based on a construction interval as noted on the quotation sheet and/or Scope of Work. Client may be responsible for increased charges if additional labor or premium wages are required to achieve a shorter installation interval at Client's request. Client may be responsible for increased charges if additional labor or premium wages are required to maintain the contracted installation interval following Client delays.
- 3.03 Alterations or deviations, if any, from the above scope of work, or any delays or postponements of the work by the Client or it's agents which result in additional materials or labor costs, will become an extra charge which will be billed as an addition to this proposal amount. Any extra move on or off the job site due to circumstances beyond AT&T's control will be billed as an extra at hourly labor and equipment rates in effect at the time.
- 3.04 AT&T will perform this job in its entirety only and all work will be performed within AT&T's normal work schedules, unless Client contracts for premium work scheduling.
- 3.05 Completion date for this project will be negotiated pending contract signing and/or Client Purchase Order receipt by AT&T, and may depend on the manufacturer's ability to ship the necessary products.
- 3.06 This proposal assumes all material and /or equipment will be transported standard ground fashion. No air freight or expedite costs are included.
- 3.07 Any delays caused by outside parties (i.e., the Client, general contractor, electricians or contract vendors other than AT&T) will be documented and presented to the Point of Contact for resolution.

4.0 Existing Conditions

- 4.01 AT&T assumes there are no abnormal environmental or hazardous conditions on the Client's premise which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for AT&T to perform the required work.
- 4.02 Unless specifically described otherwise in the Scope of Work, no provision has been made in this proposal for the removal, evacuation or disposal of Client-owned, obsolete cabling facilities or components. Compliance with local, state, and federal codes beyond the installation of the cabling system mentioned in this proposal, is the responsibility of Client.
- 4.03 AT&T assumes an existing TIA-607 compliant Building Ground System meeting local, state, and national electrical codes within each telecommunications room. Where bonding to this ground system is required, AT&T shall install a telecommunications grounding bus bar and #6 AWG ground conductor for bonding to the existing building grounding system. Where a building ground system is not installed, code or standards compliant, Client will be notified and given an opportunity to make appropriate corrections. Additional work performed by AT&T to provide code or standard compliance shall be at Client's expense.
- 4.04 AT&T does not guarantee Client's existing cable facilities.
- 4.05 AT&T assumes all existing cable is color-coded and requires no tagging for identification.

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Attachment B - Assumptions

5.0 Client Responsibilities

- 5.01 Client will be responsible for identifying all areas containing asbestos, lead paint, and /or other hazardous materials. Client will also be responsible for the removal and /or abatement of all hazardous materials and any associated costs.
- 5.02 Client will be responsible for identifying and additional costs associated with any Historical or environmental (endangered species, archeological sites/digs, etc.) issues.
- 5.03 Client is responsible for providing access to any buildings, equipment rooms, etc., necessary for AT&T to complete the required work. Client will provide adequate parking for AT&T equipment and employees at no additional cost to AT&T or its sub-contractors, for the duration of this project.
- 5.04 Client will provide a point of contact to interface with AT&T point of contact.
- 5.05 Client will provide access to all work areas during normal and after duty hours if required.
- 5.06 Client is responsible for providing adequate power and power access in locations where equipment is to be placed. If additional power is required it will be responsibility of Client.
- 5.07 Client is responsible for providing a safe, secure and lockable location for the storage of equipment and materials during the installation interval.
- 5.08 AT&T assumes that the regulated network circuit or circuits will be installed and tested, by the regulated utility company, prior to any service installation provided by AT&T.
- 5.09 Client will provide power poles, if required.
- 5.10 Client is responsible for all costs associated with permits, easements and / or right-of-ways.
- 5.11 Client is responsible to obtain approval (separate from this proposal) by the regulated Telco outside plant/BIC engineer prior to installing any cable pathway structures (metallic conduit, duct, inner-duct, pull-boxes, etc.) designed to support regulated services cabling. Any changes to this proposal required by the regulated Telco outside plant/BIC engineer may result in additional costs to Client.

6.0 American Recovery and Reinvestment Act

- 6.01 Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. AT&T may be subject to some of these restrictions, requirements and reporting obligations when Services and Service Components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), AT&T must be apprised of them before provisioning the Services or Service Components. Accordingly, the Services and Service Components provided in this offering shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements.
- 6.02 Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.

7.0 Underground Construction

-- Proprietary Information --

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Attachment B - Assumptions

- 7.01 AT&T will utilize the one call locate system to have the existing public utilities located. The Client, at the Client's expense, will locate private lines (water, sewer, power, sprinkler, coax, telephone, etc.). A good locate is a mark within 18 inches of the actual underground facility (per American Public Works Association guidelines). AT&T is not responsible for damages that occur as a result of a mislocated or "not located" facility.
- 7.02 Costs associated with underground construction are based on standard (clay/black-dirt) soil conditions assuming a clear and unobstructed pathway. If any of the following conditions are encountered during construction, additional fees may apply (AT&T will deliver a separate, written proposal in the form of a Change Order which must be approved before any additional fees are incurred):
- 1) Rocky Soil - Soil containing rock to the point of substantially inhibiting the directional-boring process.
 - 2) Solid Rock - Rock requiring trenching and/or jack hammering to facilitate the underground pathway placement.
 - 3) Obstructions - Unforeseen debris left underground during previous construction (i.e. tanks, foundations, project debris, etc.) which requires obstruction removal or route modification.
 - 4) Undisclosed Contaminated Soil - Soil containing one or more contaminants from an unintentional or intentional spilling, or a naturally occurring contaminant which requires removal or route modification.
- Note - Client is solely responsible to identify contaminated soil conditions before construction. Should contaminated soil be encountered, AT&T will adhere to all rules and regulations governing the handling of such soil. Potential additional costs include special training and/or procedures required to handle soil as well as cartage/disposal of any contaminated soil that needs to be removed from the site.*
- 7.03 This proposal does not include installation during frozen ground conditions (ground with frost line at a minimum of two feet constitutes frozen ground), nor while state-imposed Frost Restrictions are in effect. If no frost restrictions exist and customer insists on installation, the unit rates for frozen ground condition will be applied to the quantity of units required to complete the project under these conditions. Additional clean- up costs may be incurred as a result of working in these conditions (which will be added to the adjustment in the labor pricing due to frozen ground conditions).
- 7.04 All existing manholes are equipped with racks, bonded, and grounded according to telecommunication industry standards. The proposal does not include bring existing facilities up to industry standards.
- 7.05 No soil compaction testing is required.
- 7.06 No soil erosion control is required.
- 7.07 No de-watering (well points) are required.

-- Proprietary Information --

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Attachment C - Bill of Materials / Project Report

Description	Qty	Unit	Unit Price	Extended Price
Installation Materials				
Materials				
installation material	1	ls	\$ 7,050.00	\$ 7,050.00
Materials Sub-total				\$7,050.00
Installation Materials Sub Total				\$7,050.00
Installation Labor				
Labor				
installation labor	1	ls	\$ 13,500.00	\$ 13,500.00
Labor Sub-total				\$13,500.00
Installation Labor Sub Total				\$13,500.00
Project Summary				
Materials Total				\$7,050.00
Labor Total				\$13,500.00
Grand Total				\$20,550.00
<i>Prices above do not reflect Shipping or Taxes.</i>				

-- Proprietary Information --

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RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE CHANGE ORDER NO. 2 TO THE
2012 RESURFACING PROGRAM

WHEREAS:

1. On April 16, 2012, the City of Council awarded a contract for the 2012 Resurfacing Program to Michigan Paving and Materials Company who submitted a low bid in the amount of \$881,177.48.
2. The program involves rotomilling and resurfacing asphalt pavement of various streets throughout the City of Wyoming as annual major maintenance.
3. In June, Change Order No. 1 added six additional locations (23 streets) to the program adding \$694,283.98 to the project due to the good contract prices.
4. Now, Change Order No. 2 has been prepared to add maintenance repairs to the north parking lot at Lamar Park and to the north parking lot at the Public Works' site.
5. The life of the Lamar Park parking lot pavement can be significantly extended with a thin overlay of asphalt adding \$41,631.00 to the overall project.
6. The Public Works' north parking lot has deteriorated to a point where removal and replacement of the asphalt is required, adding \$71,330.37 to the project.
7. The additional costs for this work can be financed out of the Parks and Recreation Fund account number 208-752-75600-975110 for Lamar Park and the Public Works Fund account number 662-441-58500-977000 for the Public Works site.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Change Order No. 2 to the 2012 Wyoming Resurfacing Program in the amount of \$112,961.37.

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: Change Order No. 2

Resolution No. _____

Staff Report

Date: August 15, 2012

Subject: 2012 Resurfacing Program – Change Order No. 2

From: William D. Dooley, Director of Public Works

Meeting Date: August 20, 2012

Recommendation:

Staff recommends adding the parking lot maintenance to the 2012 Resurfacing Program in order to renew and extend the life of the existing asphalt pavements. The contract prices from Michigan Paving and Materials Company are very competitive and adding the parking lot paving will extend the life of the Lamar Park parking lot at a good value (\$41,631.00). Additionally, the Public Works parking lot can be reconstructed at a competitive price (\$71,330.37). The added paving will increase the existing contract \$112,961.37, for a total resurfacing contract of \$1,688,422.83.

Sustainability Criteria:

Environmental Quality – Smooth pavement provides greater fuel efficiency and reduces maintenance on vehicles travelling the roadways.

Social Equity – The resurfacing program is based upon reducing the required maintenance of streets based upon their current condition and is not influenced by social considerations during selection of priority.

Economic Strength – Providing a well maintained infrastructure will add to the economic strength of a community allowing safe and efficient commercial and vehicular travel.

Discussion:

On April 10, 2012, the City of Wyoming received three (3) bids for the 2012 Resurfacing Program. Michigan Paving and Materials Company submitted the low bid of \$881,177.48 which is 21.2% below the engineer's estimate. The paving prices were very competitive and adding additional locations to the 2012 Resurfacing Program allows Wyoming to complete necessary maintenance at more locations. The total construction cost with the additional two parking lot locations is \$1,688,422.83, which can be financed out of both the Parks and Recreation fund account number 208-752-75600-975110 and the Public Works fund account number 662-441-58500-977000.

It is recommended that the City Council approve the Change Order No. 2 to the 2012 Resurfacing Program to Michigan Paving and Materials Company in the amount of \$112,961.37.

Budget Impact:

Funds are available in the Public Works Budget and the Parks and Recreation Budget.

Attachments: Location Drawings

CHANGE ORDER NO. 2

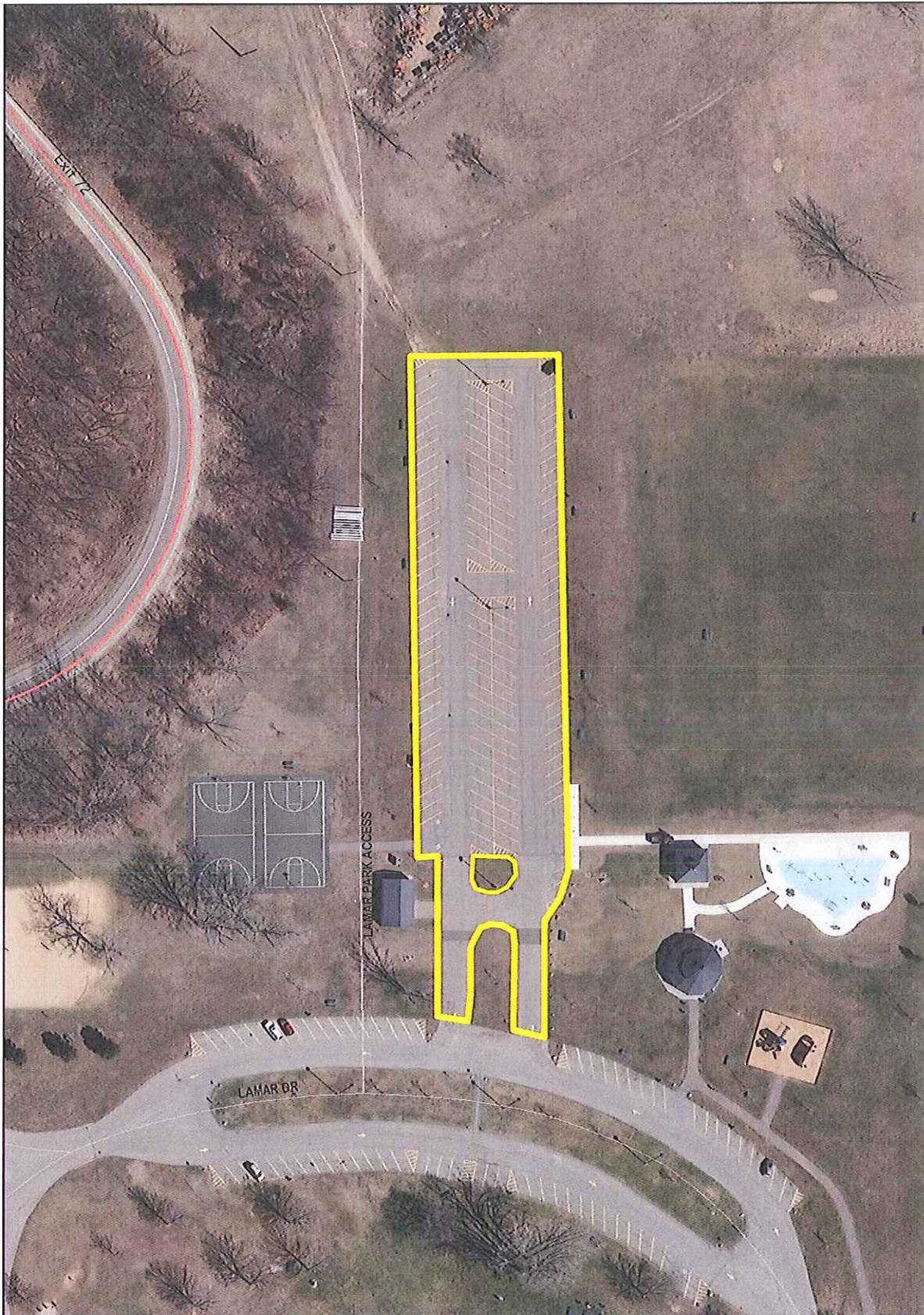
PROJECT: 2012 Resurfacing Program
CONTRACTOR: Michigan Paving and Materials Company
CONTRACT DATE: April 16, 2012
DESCRIPTION: Major and Local Street Resurfacing

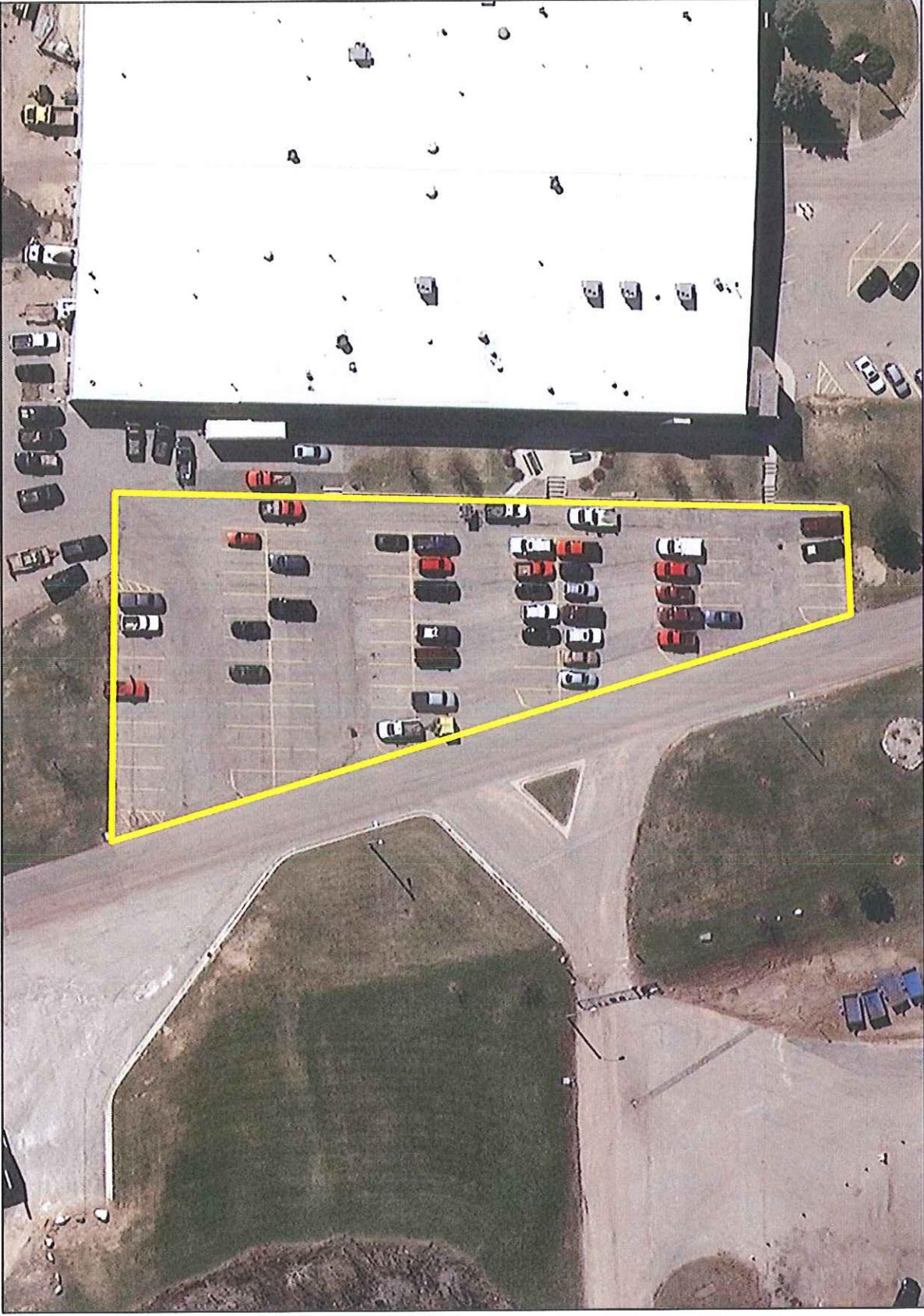
Contract Amount Prior to Change Order No. 2	\$1,575,461.46
Increase Resulting from Change Order No. 2	<u>\$ 112,961.37</u>
Adjusted Contract Amount	\$1,688,422.83

CITY OF WYOMING

Heidi A. Isakson
City Clerk

Jack Poll
Mayor





RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
TO UPGRADE THE CLEAN WATER PLANT'S
PROGRAMMABLE LOGIC CONTROLLERS

WHEREAS:

1. As detailed in the attached Staff Report from the Clean Water Plant Maintenance Supervisor, it is recommended the City Council accept a proposal from Tetra Tech to upgrade the Clean Water Plant's Programmable Logic Controllers in the amount of \$123,400.00.
2. Sufficient funds for the upgrade exist in the Sewer Fund Capital Outlay Maintenance Equipment Account #590-590-54400-980800.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the proposal from Tetra Tech to upgrade the Clean Water Plant's Programmable Logic Controllers in the amount of \$123,400.00.
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
Proposal

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: August 5, 2012

Subject: Acceptance of Professional Services Proposal from Tetra Tech to Upgrade the City of Wyoming Clean Water Plant's Programmable Logic Controllers to ControlLogix Controllers

From: Tom Wilson, Clean Water Plant Maintenance Supervisor

Date of Meeting: August 20, 2012

Recommendation:

It is recommended that the City Council accept the professional services proposal from Tetra Tech Consulting and Engineering firm to assist in the upgrade of the City of Wyoming Clean Water Plant's control system from Programmable Logic Controllers to ControlLogix Controllers. This is the first of a multi-phase project that will continue for the next three to four years.

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. Along with maintaining our equipment in a safe, reliable, and optimal working condition, the acceptance of this proposal to replace outdated and discontinued hardware will enhance our efforts in continuing to make a positive impact on the environment. The Vendor's Sustainability Report indicates that they lead and support programs that minimize our collective impacts on the environment.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. 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 – Upgrades to our control system will be phased in over the next three to four years, spreading the cost for these upgrades over that time, and therefore eliminating a much larger impact to the current fiscal year budget. The vendor project team will work closely with two of our suppliers to provide the best cost for the necessary hardware. Maintenance staff from either of the two Utility Plants will be able to provide input and service in case of an emergency.

Discussion:

Just as we all use a computer on a daily basis to communicate with others, the Clean Water Plant utilizes a form of computers called programmable logic controllers (PLC's) to operate and control the plant's process and equipment. The plant's existing supervisory control and data acquisition (SCADA) system and Allen Bradley PLC control system was originally constructed in 1995-1996 and has undergone two upgrades, one in 2002 and one in 2006. As we consider our long term goals for the plant's control system, we requested

Tetra Tech, an environmental engineering and consulting service, provide a proposal to upgrade our control system. Tetra Tech has played a critical role in the design, programming, and implementation of the PLC/SCADA system at the Clean Water Plant for over 20 years; either by direct contract such as this project, or as a sub-contractor for a local integrator. We have an excellent working relationship with this firm and trust their expertise in the area of process control.

This long term project addresses the fact that many of the individual pieces of hardware have been given the silver designation, meaning that the manufacturer, Allen Bradley, will be discontinuing this product line. The silver designated products have a manufactured end date of July 2011. In addition, other hardware items currently in use may not have the silver designation, but are however, becoming more difficult to purchase and more expensive. Another important factor in our decision to move ahead with this upgrade is that the Drinking Water Treatment Plant also operates via the ControlLogix control system that is being proposed by Tetra Tech. Having the same control system will provide cohesion between the facilities; therefore allowing us the opportunity to utilize maintenance staff from either location to provide input and service in case of an emergency.

The proposal, as submitted by Tetra Tech, is to replace the existing PLC's with ControlLogix Controllers in five different phases. The plant's project team is recommending that we proceed with phases 1 and 2 for budget year 2012 and 2013. Phases 1 and 2 will involve the upgrade of the existing PLC's in the headworks and raw sewage buildings and the plant's main control room. The team chose these two phases first because they utilize some of the oldest pieces of equipment, some of which are designated as silver. The cost for the professional services of Tetra Tech for the first two phases is \$123,400.00. The scope of the services they will provide is attached to this memo.

During the design portion of this project, a materials list will be generated to upgrade our control system. The project team will work with Kendall Electric and Rockwell Automation to provide us with the best cost for the hardware needed for these two phases. There will be a substantial cost savings to purchase the hardware directly with the supplier instead of through a third party which would charge the City a percentage of the total cost of the hardware. Once a final cost of the hardware is finalized we will come back to Council for your approval to purchase this hardware. Additional cost savings will be realized by utilizing the Clean Water Plant's electricians.

Budget Impact:

Based on the information presented, it is recommended that the City Council accept the proposal received from Tetra Tech, in the amount of \$123,400.00. Sufficient funds exist in the Sewer Fund Capital Outlay Maintenance Equipment Account #590-590-54400-980800.


Approved: Myron Erickson PE, CWP Plant Superintendent



August 1, 2012

Transmitted Electronically

Mr. Myron Erickson
City of Wyoming Clean Water Plant
2350 Ivanrest
Wyoming, Michigan 49418

Re: City of Wyoming Michigan
Clean Water Plant
Proposal for SCADA Upgrade Phase I & II Services

Dear Mr. Erickson:

Thank you for the opportunity to submit our professional services proposal to assist the City of Wyoming in upgrading the Clean Water Plant programmable logic controllers (PLCs).

Based on our meeting on Monday July 2nd it is our understanding that you would like to upgrade the plant PLCs along with revising the existing Wonderware Intouch HMI software input/output (I/O) drivers and tag-name database to achieve communications to the new PLCs. It is our understanding that you prefer to replace the current RSPP and HFPP Allen-Bradley PLC-5 processors including related I/O with Allen-Bradley ControlLogix L7x series processors and I/O in the first phase, and then replace the MPP processor and all related input/output racks/cards in a second phase. The end-goal is to achieve replacement of the ageing PLC-5 processors and related I/O on a phased basis.

Tetra Tech proposes a phased approach consisting of the following two phases.

- Phase I** – Replacement of the RSPP & HFPP Allen-Bradley PLC-5 PLC's with ControlLogix.
- Phase II** – Replacement of the MPP Allen-Bradley PLC-5 PLC's with ControlLogix.

Recommendations

To minimize impact to the daily operations of the treatment plant Tetra Tech recommends the use of the Allen-Bradley PLC-5 wiring migration solution which utilizes a PLC-5 backplane replacement plate and pre-wired ControlLogix connection wiring. The system is explained in the SCADA Planning & Recommendations guide document that was distributed to your staff in January 2012 and is the most cost effective and least disruptive method to migrate to the new PLC platform.



Remote racks can communicate via various communication methods and since the City has decided to replace all I/O cards/racks at the same time as the PLC racks Tetra Tech recommends the use of either ControlNet or Ethernet to communicate between the main PLC and remote I/O.

Tetra Tech has included a preliminary design review meeting during phase-I of the project to discuss the remote I/O network and other project related items.

SCOPE OF WORK

Phase-I

- Prepare a preliminary system one-line utilizing Ethernet as the remote I/O network.
- Conduct an onsite meeting to discuss the proposed design.
- Prepare a complete equipment bill-of-material to be submitted to the City of Wyoming.
- Convert RSPP and HFPP PLC5 programs to ControlLogix
- Update the Wonderware tag-name database of the exiting application to allow communication to the new ControlLogix PLC's.
- Provide revised control panel drawings showing new ControlLogix PLC and I/O equipment and network revisions based on our preliminary design review meeting. Note: Drawings will be revised with hardcopy, electronic AutoCAD and PDF files delivered to the City.
 - The above task will include a recommended sequence of replacement document including notes on communication wiring upgrades.
- Provide onsite system startup including the following tasks:
 - Onsite coordination of each PLC replacement (RSPP & HFPP) – Items below are assumed to be completed by City staff with oversight from Tetra Tech.
 - Install the PLC-5 conversion mounting assembly base plate (Completed by City)
 - Install the PLC-5 conversion modules (Completed by City)
 - Install the PLC-5 pre-wired conversion cables (Completed by City)
 - Install the PLC conversion assembly cover plate (Completed by City)
 - Install ControlLogix Chassis (Completed by City)
 - Install ControlLogix Processor and associated IO cards (Completed by City)
 - Update all ControlLogix hardware to the latest firmware revision.
 - Update the Wonderware Intouch HMI to include the updated tag-name database.



- Update the Wonderware Historian tag-name database to communicate to the new ControlLogix PLC's.
 - Full PLC startup and troubleshooting of each control panel (RSPP & HFPP).
- Provide 8 hours of onsite training as follows (not limited to this scope):
 - Identify components and their function
 - Software overview (RSLogix 5000)
 - Navigating the software (RSLogix 5000)
 - Monitoring and entering data
 - Making program changes.
 - Searching ladder logic.
 - Explaining any programming methods other than ladder logic.
 - Explaining communication protocols.
 - SCADA tags
 - Backing up program data, disaster recovery.
- Provide 8 hours of remote support (VPN) time to resolve issues after system commissioning.

Phase-II

- Prepare a complete equipment bill-of-material to be submitted to the City of Wyoming.
- Convert MPP PLC-5 programs to ControlLogix
- Update the Wonderware tag-name database of the exiting application to allow communication to the new ControlLogix PLC's.
- Provide revised control panel drawings showing new ControlLogix PLC and I/O equipment and network revisions. Note: Drawings will be revised with hardcopy, electronic AutoCAD and PDF files delivered to the City.
 - The above task will include a recommended sequence of replacement document including notes on communication wiring upgrades.
- Provide onsite system startup including the following tasks:
 - Onsite coordination of each PLC replacement (MPP) – Items below are assumed to be completed by City staff with oversight from Tetra Tech.
 - Install the PLC-5 conversion mounting assembly base plate (Completed by City)
 - Install the PLC-5 conversion modules (Completed by City)
 - Install the PLC-5 pre-wired conversion cables (Completed by City)
 - Install the PLC conversion assembly cover plate (Completed by City)
 - Install ControlLogix Chassis (Completed by City)
 - Install ControlLogix Processor and associated IO cards (Completed by City)



- Update all ControlLogix hardware to the latest firmware revision.
- Update the Wonderware Intouch HMI to include the updated tag-name database.
- Update the Wonderware Historian tag-name database to communicate to the new ControlLogix PLC's.
- Full PLC startup and troubleshooting of each control panel related to the MPP PLC.
- Provide 8 hours of onsite training as follows (not limited to this scope):
 - Identify components and their function
 - Software overview (RSLogix 5000)
 - Navigating the software (RSLogix 5000)
 - Monitoring and entering data
 - Making program changes.
 - Searching ladder logic.
 - Explaining any programming methods other than ladder logic.
 - Explaining communication protocols.
 - SCADA tags
 - Backing up program data, disaster recovery.
- Provide 8 hours of remote support (VPN) time to resolve issues after system commissioning.

Tetra Tech will produce updated control panel drawings for each control panel, perform software conversion (PLC-5 to ControlLogix), work with plant staff to schedule and coordinate onsite software startup to minimize plant disruption, on/off site assistance and owner training.

ASSUMPTIONS

Tetra Tech assumes the following:

- All PLC programs and panel drawings are documented and available in electronic form.
- Upon switchover each PLC can be taken out of service for a reasonable amount of time to make wiring modifications and test updated logic.
- Tetra Tech assumes the City will direct purchase all equipment listed in the project generated equipment Bill of Material and all other related/needed hardware. The associated cost is not included in our proposal fee below.
- The majority of the onsite installation of conversion kit components will be installed by City staff with minor assistance from Tetra Tech.

COMPENSATION

Compensation for the professional services for the two phases of this project will be based on time and materials at a not to exceed fee of:



Phase I - \$52,700
Phase II - \$70,700
Total Project \$123,400

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed for your convenience. Our Standard Terms and Conditions are attached and considered a part of this proposal.

SCHEDULE

We are prepared to begin work immediately upon receipt of your written authorization to proceed. Phase-1 tasks are expected to be completed within three month duration while phase II tasks are expected to be completed within four month duration.

CONCLUSION

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,

A handwritten signature in cursive script that reads 'Mick S. Jones'.

Mick S. Jones, P.E.
Senior Project Manager

Encl.: Standard Terms and Conditions

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____



Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR CITY HALL OFFICE RENOVATIONS

WHEREAS:

1. As detailed in the attached Staff Report from the Director of Community Services, bids were received for City Hall office renovations.
2. It is recommended the Wyoming City Council accept the low bid received from TerHorst & Rinzema Construction Company in the amount of \$19,950.00.
3. Sufficient funds for the renovation project are available in account number 101-267-26700-967000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the low bid received from TerHorst & Rinzema Construction Company in the amount of \$19,950.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

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

ATTACHMENT:
Staff Report

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: August 15, 2012
Subject: City Hall Office Renovation
From: Rebecca Rynbrandt, Director of Community Services
Cc: Gail Sheppard, Director of Information Technology

RECOMMENDATION: That the City Council accept the low bid of \$19,950 from Ter Horst & Rinzema Construction Co. to furnish all labor, equipment and materials for the City Hall renovation project.

SUSTAINABILITY CRITERIA:

Environmental Quality – Renovations shall provide for the improved functionality of work flow and management of Community Services units and the Information Technology Department. The realignment of offices shall also improve security of the City of Wyoming's technology (mainframes, computer hardware inventory, etc).

Economic Strength – Consolidation of offices shall provide for improved customer service, ensuring that Community Service front counters are manned at all times that City Hall is open to the public. Currently, the Planning and Development office is regularly closed due to staff schedules/meeting demands, and the limited number of assigned personal. Resulting delays in service to residents and business citizens will be eliminated through this consolidation and renovation.

DISCUSSION:

The City Planner's office shall be relocated and accessed through the Inspections Department. The Community Development office shall be relocated into the Parks and Recreation Administrative Offices. The Director of Information Technology's office shall be relocated from the second floor of City Hall, to the current Planning & Development office. Information Technology supervisors and other staff shall be consolidated into one location. All areas shall be re-signed to ensure public notification and access to services.

Eleven (11) contractors attended the mandatory pre-bid meeting. Of those only two (2) submitted bids: Ter Horst & Rinzema Construction Co., \$19,950 and Nugent Builders, \$22,400.

BUDGET IMPACT:

Funding for this project is available in account number 101-267-26700-967000

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Lamps & Ballasts	Voss Lighting, Graybar Electric, & Kendall Electrical Supply Co.	Bid prices as shown on the attached Tabulation Sheets

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
Tabulation Sheets

Heidi A. Isakson, Wyoming City Clerk

STAFF REPORT

DATE: July 23, 2012
SUBJECT: Lamps & Ballasts
FROM: Kim Oostindie, Director of Human Resources
MEETING DATE: August 6, 2012

RECOMMENDATION:

On July 17, 2012, six responses were received in answer to our invitation to bid on lamps and ballasts. Eighty-Nine invitations to bid were sent to prospective bidders. It is recommended the City Council award the bid for electric lamps and ballasts to Graybar Electric, Voss Lighting & Kendall Electrical Supply Company at the bid prices listed on the attached tabulation sheets.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Authorizing the purchase for lamps and ballasts from Voss Lighting, Graybar Electric and Kendall Electrical Supply Company offers departments the ability to purchase the lamps and ballasts at the lowest possible price at the time of purchase. All three companies also offer a discount on other miscellaneous lamps including higher efficiency lamps such as LED's and CFL's. This offers departments the ability when replacing light fixtures to greatly reduce the amount of wattage used per light bulb.

DISCUSSION:

Bid pricing was requested for 70 different lamps and ballasts used by departments throughout the City. As indicated below Voss Lighting and Graybar Electric submitted the low bid for the majority of lamps and ballasts. To maximize savings, alternates were also requested. Kendall Electric Supply Company submitted the low bid for the majority of alternate lamps and ballasts.

	Low Bid	
	Exact Item	Alternate Item
Voss Lighting	51	1
Graybar Electric	14	4
Kendall Electrical Supply Company	0	43
All Phase Electric Supply Company	1	0
Batteries Plus	2	9
Interline Brands, Inc. dba Sexauer	0	3

As indicated on the attached tabulation sheet bidders were also requested to submit a percentage discount from the manufacturer's list price for other miscellaneous items that which they would offer the City.

BUDGET IMPACT:

The lamps and ballasts will be purchased on an as-needed basis with the appropriate account being charge at time of purchase. It is estimated the City will spend \$15,000.00 for lamps and ballast in the upcoming year.

CITY OF WYOMING, MICHIGAN

TABULATION OF BIDS

On Electric Lamps and Ballasts

Opened By City Clerk On July 17, 2012 At 11:00 a.m. o'clock

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

Product	Voss Lighting		All Phase Electric Supply Company		Graybar Electric		Batteries Plus		Kendall Electrical Supply Company		Interline Brands, Inc. d/b/a Sexauer	
	Exact Item	Alt. Item	Exact Item	Alt. Item	Exact Item	Alt. Item	Exact Item	Alt. Item	Exact Item	Alt. Item	Exact Item	Alt. Item
ADVICF2S26H1LDK	\$20.97			\$20.97	\$17.62		\$26.50	\$21.00		\$19.80		\$20.70
ADVICN2P32N	\$10.61			\$9.06	\$9.41		\$16.50	\$11.25		\$8.25		\$13.82
ADVICN2P60SC	\$23.16			\$21.73	\$19.60		\$27.75	\$18.99		\$18.70		\$18.71
ADVICN2S110SC	\$32.84			\$24.47	\$28.51		\$37.99	\$30.00		\$24.75		\$30.37
ADVICN2S28	\$26.84			\$16.50	\$26.73		\$39.99			\$16.50		
ADVICN2S28N	\$26.84			\$21.73	\$26.73		\$35.99	\$28.00		\$19.80		
ADVICN2S54	\$27.17			\$22.94	\$25.34		\$48.99	\$27.99		\$20.90		
ADVICN3P32SC		\$11.73		\$10.27	\$10.49		\$18.99			\$9.35		\$14.33
ADVICN4P32SC		\$12.85		\$11.47	\$11.48		\$19.99			\$10.45		\$15.69
ADVIMH70DBLS	\$115.69			\$27.06	\$108.90		\$158.99			\$27.72		
ADVIOPA1P32N	\$10.10			\$9.66	\$9.80		\$35.99			\$8.91		\$13.82
ADVIOPA2P32N	\$10.10			\$9.67	\$9.80		\$16.99	\$11.25		\$8.91		\$13.82
ADVIOPA3P32SC	\$11.29			\$10.87	\$10.89		\$17.99	\$13.00		\$9.90		\$14.33
ADVIOPA4P32SC	\$12.42			\$12.08	\$11.98		\$18.99	\$13.30		\$11.01		\$15.69
GNC50A277V	\$ 1.75			\$1.27		\$3.66	\$2.39					\$0.37
min1820	\$ 0.29			\$0.20		\$0.28	\$0.49			\$0.22		
PHL250QCLDC120V		\$6.87		\$7.69		\$6.63		\$4.99		\$7.92		\$11.48
PHL70PAR38IRCHALFL	\$ 7.38			\$7.29		\$8.81	\$12.99			\$6.93		
PHL75PAR30SHALWFL1	\$ 4.10			\$3.01		\$4.06		\$3.99		\$2.75		\$4.43
PHLC150S55ALTO	\$12.19			\$9.67		\$9.90	\$19.99	\$8.99		\$8.91		\$11.03
PHLC400S51ALTO	\$11.10			\$10.27		\$9.90	\$16.99	\$9.99		\$9.41		\$12.18
PHLCDM150T6830	\$33.09			\$34.39		\$29.40	\$41.99			\$36.33		
PHLELDT42W	\$ 8.51			\$8.15		\$8.45		\$6.50		\$7.43		\$13.37
PHLF17T8TL835ALTO	\$ 3.22			\$2.42		\$2.48	\$4.99	\$3.99		\$2.20		\$4.86
PHLF21T5835ALTO	\$ 7.14			\$4.17		\$5.54		\$3.99		\$3.79		
PHLF25T8TL735ALTO		\$3.27		\$2.05		\$2.48		\$1.99		\$1.87		\$4.02
PHLF28T5835ALTO	\$ 7.14			\$4.17		\$4.55	\$10.00	\$3.99		\$3.79		\$7.40
PHLF32T8TL735ALTO	\$ 1.51			\$1.75		\$1.74	\$2.99	\$1.99		\$1.59		\$2.84

PHLF32T8TL735PLUSA	\$ 2.20		\$1.93	\$2.16	\$3.99	\$1.99	\$1.76		
PHLF32T8TL741PLUSA	\$ 2.20		\$1.93	\$2.16	\$3.99	\$1.99	\$1.76		\$2.82
PHLF32T8TL850PLUSALTO	\$ 2.98		\$2.78	\$2.69	\$4.99	\$2.99	\$2.52		
PHLF34CWRSEWALTO	\$ 1.08	\$1.98	\$1.21	\$0.99	\$6.99	\$5.99	\$1.11		\$8.93
PHLF34T12CWEWLLALTO		\$2.10		\$0.99	\$6.99		\$4.95		
PHLF40T12841ALTO		\$1.98	\$2.58	\$4.36	\$3.99		\$2.58		
PHLF48T12CWHOALTO	\$ 3.61		\$2.54	\$3.76			\$2.52		
PHLF48T12CWVHO	\$ 7.65		\$4.01	\$7.77			\$3.96		
PHLF96T12CWEWALTO	\$ 2.53	\$4.94	\$1.97	\$2.43			\$1.93		
PHLF96T12CWHOEWALTO	\$ 3.10	\$3.39	\$2.79	\$3.86			\$2.69		
PHLF96T12CWVHO	\$ 7.58		\$4.18	\$7.52			\$4.18		
PHLFB32T8TL7356ALT	\$5.83		\$4.60	\$6.14	\$8.99	\$5.99	\$4.24		\$8.07
PHLFB32T8TL7416ALT	\$5.83		\$4.60	\$6.14	\$8.99	\$5.99	\$4.24		\$9.23
PHLFB32T8TL7506ALT	\$5.83		\$4.60	\$7.38	\$8.99	\$5.99	\$4.35		
PHLFB32T8TL8306ALT	\$7.50		\$6.34	\$7.38	\$9.99	\$6.99	\$5.77		
PHLFB32T8TL8506ALT	\$7.50		\$7.48	\$7.38	\$9.99		\$6.82		\$12.40
PHLH38JA100DX	\$9.60		\$5.38	\$8.61		\$6.99	\$5.45		
PHLMH175U	\$11.84		\$10.27	\$9.63	\$17.99	\$8.99	\$9.31		\$11.56
PHLMH175UM	\$15.46		\$11.47	\$11.68	\$20.99	\$12.99	\$10.40		\$15.76
PHLMH250U	\$12.30		\$10.56	\$10.10		\$7.99	\$9.65		\$21.86
PHLMH400U		\$11.98	\$11.47	\$10.10		\$10.00	\$10.49		\$15.79
PHLMH400UED28	\$17.05		\$16.32	\$17.33		\$15.50	\$15.44		\$13.32
PHLMHC150UMP3KALTO	\$26.65		\$24.75	\$38.31	\$42.99	\$38.99	\$25.74		\$21.47
PHLMHC70UM4KALTO	\$18.61		\$18.69	\$38.31	\$32.99		\$18.70		\$26.17
PHLMP320BUPS	\$29.69		\$24.20	\$39.80			\$24.21		\$24.67
PHLMS320UPS	\$19.53		\$14.30	\$26.93			\$14.36		
PHLO150BR38FL		\$7.52	\$4.01	\$3.47			\$3.96		
PHLPLC18W35ALTO	\$4.51		\$4.08	\$4.50		\$3.99	\$3.86		\$8.89
PHLPLC26W354PALTO	\$4.83		\$4.08	\$7.99		\$2.99	\$3.86		\$8.89
PHLPLS5W8272PALTO	\$1.31		\$1.13	\$2.99		\$1.99	\$1.14		\$2.38
PHLPLT32W274PALTO	\$5.67		\$4.08	\$9.99		\$3.99	\$3.86		
PHLPLT32W354PALTO	\$5.67		\$4.08			\$3.99	\$3.86		
PHLPLT32W835XEW4PALTO	\$7.26		\$2.72	\$9.99		\$3.99	\$2.43		
PHLPLT42W354PALTO	\$5.67		\$4.08			\$3.99	\$3.86		
PHLPLT42W414PALTO	\$5.67		\$4.08			\$3.99	\$3.86		
QTZ150T4DC130V	\$3.50			\$15.99		\$2.99	\$1.34		

QTZ60T4G9130V	\$3.95			\$7.70	\$6.83			\$1.75		\$7.62		
SYLMCP150PAR38U830SPECO	\$39.95			\$31.35	\$48.51					\$31.35		\$118.75
USHMR100DL	\$149.60				\$189.09			\$218.99				
VENMP320WBUED28UVS	\$29.14				\$32.67			\$31.83		\$23.41		
VOS20MR16FLFG	\$2.22			\$2.69	\$2.67			\$2.00		\$1.86		\$2.80
VOESR	\$6.33			\$4.84	\$11.29			\$8.99		\$4.95		
VOESS	\$6.87			\$7.69	\$6.93			\$6.99		\$7.92		
Percentage Discount from list price for other misc. items:							Philips, Sylvania, General Electric, Worker, Sitco and Ultra Last					
Manufacturer:	Philips		Sylvania		General Electric				Sylvania			
Incandescent Lamps	PS100U PS100UE XCL	85% 60%	40%		82%		20%		40%			
LED Lamps	PS500 S/SL	7%	40%		70%		20%		10%			
Halogen Lamps	PS100U PS100UE XCL	85% 60%	40%		82%		20%		40%			
Compact Fluorescent Lamps	PS100U PS100UE XCL	85% 60%	40%		82%		20%		40%			
Fluorescent Lamps	PS100U PS100UE XCL	85% 60%	40%		82%		20%		40%			
High Intensity Discharge Lamps	PS100U PS100UE XCL	85% 60%	40%		82%		20%		40%			
Solid State Lamps			40%		15%		20%		10%			
			All pricing firm until June 30, 2013				Pricing valid for one year assuming no major price increases. Batteries Plus will notify the City of new prices if this occurs					