

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, SEPTEMBER 15, 2014, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Dave Crompton, Grandville Baptist Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of September 2, 2014
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider the Establishment of an Industrial Development District for Rieth-Riley Construction Company, Inc. in the City of Wyoming
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - 1) Budget Amendment No. 21 – To Appropriate \$15,000 of Budgetary Authority for Additional Stepping Stones Program Expense Related to the 19.48% Additional Multiplier to Provide for the Supplemental Charge Which Assists in Funding the Future OPEB Liability
- 14) Consent Agenda**
- 15) Resolutions**
 - a) To Establish Industrial Development District 299 for Rieth-Riley Construction Company, Inc. in the City of Wyoming
 - b) To Approve Traffic Control Order Numbers 3.06-14, 3.07-14 and 3.08-14
 - c) To Authorize the Mayor and City Clerk to Sign an Agreement to Transfer Ownership and Operations of the Stepping Stones Program to Life Therapeutic Solutions, Inc. (LTS)
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - d) To Authorize the City Manager to Enter into a Grant Agreement with Consumers Energy for a Community Tree Planting Project
 - e) To Authorize the Mayor and City Clerk to Enter into a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. (AAAWM) in Support of Older Adult Transportation and to Authorize the Related Budget Amendment (Budget Amendment No. 20)

- f) To Authorize the Mayor and City Clerk to Execute an Agreement with Progressive AE, Inc. for the Crescent Street Streetscape Design
- g) To Authorize the City Manager to Approve Insurance Reimbursable Expenses and Budget Amendments Related to the Ideal Park Tornado
- h) To Accept a Proposal from Apollo Fire Equipment to Extend the Bid for Public Safety Department Firefighter Coats & Bunker Pants
- i) To Accept a Proposal from Nye Uniform Company to Extend the Bid for Public Safety Department (Police & Fire) Uniform Clothing Items
- j) To Accept a Quotation for the Purchase of Tasers
- k) To Approve a Budget Amendment and Change Order Related to the Purchase of a Fire Apparatus and Associated Equipment (Budget Amendment No. 22)
- l) For the Purchase of Computer Equipment & Peripherals Through the Western States Contracting Alliance (WSCA) – The National Association of State Purchasing Officials (NASPO)
- m) To Accept a Proposal from Tetra Tech Consulting and Engineering for Professional Services to Assist in Phase Three Implementation of the ControlLogix Upgrade Project
- n) To Authorize the Purchase of Supplies from IDEXX Laboratories for Microbiological Analysis

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: September 15, 2014

Budget Amendment No. 021

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$15,000 of budgetary authority for additional Stepping Stones Program expense related to the 19.48% additional multiplier to provide for the supplemental charge which assists in funding the future OPEB liability.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Contributions from Local Units Stepping Stones Def Rev KCSM Step Stones.2014.Expense 208-586.099	\$0	\$15,000		\$15,000
Parks and Recreation - KCSM Stepping Stones - Pension 208-752-67200-718.000	\$0	\$15,000		\$15,000
Fund Balance/Working Capital (208-366.208)				\$15,000

Recommended: *Rosa B. Davis*
Finance Director

CA1A6
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2014-2015 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH INDUSTRIAL DEVELOPMENT DISTRICT 299
FOR RIETH-RILEY CONSTRUCTION COMPANY, INC. 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. Rieth-Riley Construction Company, Inc. has requested that the City establish an Industrial Development District for its property located at 2100 Chicago Drive SW, Wyoming, Michigan, and legally described on the attachment.
3. Staff reviewed the request and found that the project to be located within the district will promote the economic health of the community by encouraging private capital investment and creating new employment opportunities in the City of Wyoming.
4. Staff recommends that the City Council establish this district.
5. A public hearing was held on September 15, 2014, at 7:01 p.m., at which time the property owners of real property within the proposed district and all residents and taxpayers of the City of Wyoming were afforded the opportunity to be heard.
6. The City Council believes it is in the public interest of the City of Wyoming to establish the district.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council establishes Industrial Development District Number Two Hundred Ninety-Nine (299) in the City of Wyoming, Kent County, Michigan, under the provisions of Act 198 of the Public Acts of 1974 as amended, for real and personal property at 2100 Chicago Drive SW, Wyoming, Michigan, and legally described on the attachment.

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 September 15, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Exhibit A - Legal Description

Resolution No. _____

EXHIBIT A

Legal Description

Address: 2100 Chicago Drive SW, Wyoming, MI 49519

Tax Parcel No.: 41-17-03-377-006

Legal Description:

PART E 1/2 SW 1/4 COM 576.78 FT NELY ALONG SLY LINE OF CHICAGO DR FROM W 1/8 LINE TH NELY ALONG SD SLY LINE 158.0 FT TH SELY PERP TO SD DR 218.0 FT TH SWLY PAR WITH SD DR 250.46 FT TH N PAR WITH W 1/8 LINE 236.8 FT TO BEG SEC 3 T6N R12W 1.02 A.

RESOLUTION NO. _____

RESOLUTION TO APPROVE
TRAFFIC CONTROL ORDERS NO. 3.06-14, 3.07-14 AND 3.08-14

WHEREAS:

1. Traffic Control Orders No. 3.06-14, 3.07-14 and 3.08-14, as set forth in the exhibits attached hereto and made a part of this Resolution, have been proposed in the City of Wyoming.
2. It is recommended by the City Traffic Engineer, as required by the Uniform Traffic Code for Cities, Townships and Villages, Part 2, Section R 28.1153, issued in October 2002 by the Commissioner of the Michigan State Police and adopted by the City of Wyoming, that said Traffic Control Orders should be approved by the City Council as permanent.

NOW, THEREFORE, BE IT RESOLVED:

1. That such final approval be and is hereby granted that the aforesaid Traffic Control Orders No 3.06-14, 3.07-14 and 3.08-14 be made a permanent part of the Traffic Control Order files of the City of Wyoming.

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 September 15, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Traffic Control Order No. 3.06-14, with map
Traffic Control Order No. 3.07-14, with map
Traffic Control Order No. 3.08-14, with map



Traffic Department
2660 Burlingame Ave SW • Wyoming, Michigan 49509
Telephone (616) 530-7263 • Fax (616) 249-3487



www.wyomingmi.gov

September 15, 2014

- MAYOR
Jack A. Poll
- AT-LARGE COUNCILMEMBER
Sam Bolt
- AT-LARGE COUNCILMEMBER
Kent Vanderwood
- AT-LARGE COUNCILMEMBER
Dan Burrell
- 1ST WARD COUNCILMEMBER
William A. VerHulst
- 2ND WARD COUNCILMEMBER
Richard K. Pastoor
- 3RD WARD COUNCILMEMBER
Joanne M. Voorhees
- CITY MANAGER
Curtis L. Holt

PERMANENT
TRAFFIC CONTROL ORDER NO. 3.06-14

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:
Forest Grove Ave, both sides, from Lee St south 50-feet
2. REGULATION:
 - a. Traffic Control Order No. 3.02-88, dated February 1, 1988, is hereby revoked
 - b. Traffic Control Order No. 3.28-75, dated September 2, 1975, is hereby revoked
 - c. No parking anytime
3. SIGNS:
"No Parking" with appropriate arrows
4. EFFECTIVE:
Immediately

Authority,

William D. Dooley, P.E.
Traffic Engineer

WDD:ks

cc: Police Services





September 15, 2014

- MAYOR
Jack A. Poll
- AT-LARGE COUNCILMEMBER
Sam Bolt
- AT-LARGE COUNCILMEMBER
Kent Vanderwood
- AT-LARGE COUNCILMEMBER
Dan Burril
- 1ST WARD COUNCILMEMBER
William A. VerHulst
- 2ND WARD COUNCILMEMBER
Richard K. Pastoor
- 3RD WARD COUNCILMEMBER
Joanne M. Voorhees
- CITY MANAGER
Curtis L. Holt

PERMANENT
TRAFFIC CONTROL ORDER NO. 3.07-14

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:
 - a. Porter St, south side, from Burlingame Ave to Byron Center Ave
 - b. Porter St, north side, from Burlingame Ave to Beverly Ave
 - c. Porter St, north side, from 10-feet west of the east side of Donahue Ct to 275-feet west of the east side of Donahue Ct
 - d. Porter St, north side, from 335-feet east of the east side of Boulevard Dr to Byron Center Ave

2. REGULATION:
 - a. Part of Traffic Control Order No. 3.08-76, Section 1(k), dated August 2, 1976, is hereby revoked
 - b. Traffic Control Order No. 3.16-82, dated December 6, 1982, is hereby revoked
 - c. No parking anytime

3. SIGNS:

“No Parking Anytime”, with appropriate arrows

4. EFFECTIVE:

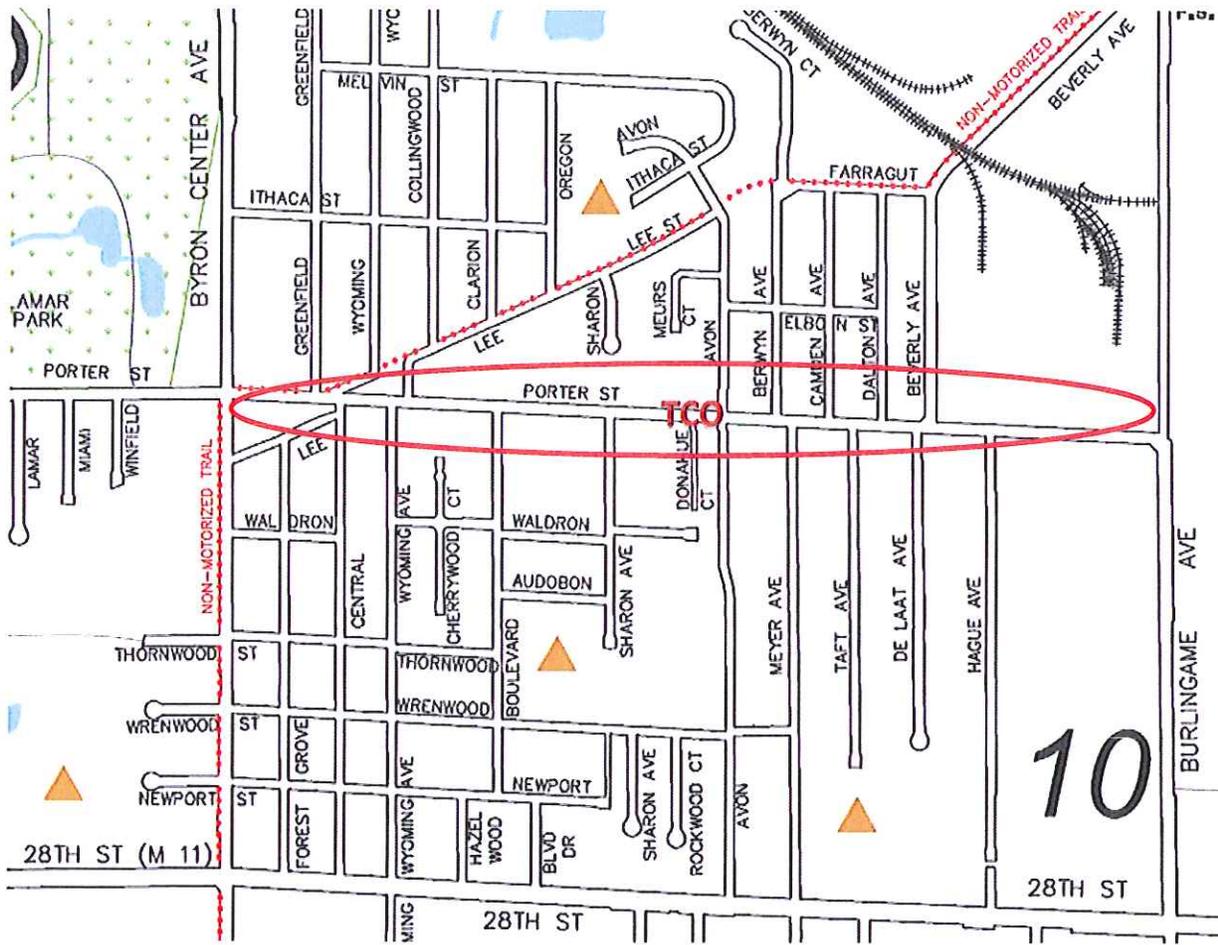
Immediately

Authority,


William D. Dooley, P.E.
Traffic Engineer

WDD:ks

cc: Police Services





Traffic Department
2660 Burlingame Ave SW • Wyoming, Michigan 49509
Telephone (616) 530-7263 • Fax (616) 249-3487



www.wyomingmi.gov

September 15, 2014

- MAYOR
Jack A. Poll
- AT-LARGE COUNCILMEMBER
Sam Bolt
- AT-LARGE COUNCILMEMBER
Kent Vanderwood
- AT-LARGE COUNCILMEMBER
Dan Burrell
- 1ST WARD COUNCILMEMBER
William A. VerHulst
- 2ND WARD COUNCILMEMBER
Richard K. Pastoor
- 3RD WARD COUNCILMEMBER
Joanne M. Voorhees
- CITY MANAGER
Curtis L. Holt

PERMANENT
TRAFFIC CONTROL ORDER NO. 3.08-14

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:
 - a. Porter St, north side, from Beverly Ave to 10-feet west of the east side of Donahue Ct
 - b. Porter St, north side, from 275-feet west of the east side of Donahue Ct to 335-feet east of the east side of Boulevard Dr

2. REGULATION:
 - a. Traffic Control Order No. 3.21-71, dated May 10, 1971, is hereby revoked
 - b. Traffic Control Order No. 3.08-81, dated April 20, 1981, is hereby revoked
 - c. Traffic Control Order No. 3.16-81, dated April 20, 1981, is hereby revoked
 - d. Traffic Control Order No. 3.09-85, dated March 18, 1985, is hereby revoked
 - e. No parking except on Sundays from 8 AM until 2 PM

3. SIGNS:

No Parking Except Sundays from 8 AM until 2 PM

4. EFFECTIVE:

Immediately

Authority,


William D. Dooley, P.E.
Traffic Engineer

WDD:ks

cc: Police Services



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN AN
AGREEMENT TO TRANSFER OWNERSHIP AND OPERATIONS OF THE STEPPING
STONES PROGRAM TO LIFE THERAPEUTIC SOLUTIONS, INC. (LTS)

WHEREAS:

1. The City has operated the Stepping Stones program to provide therapeutic recreational services for various senior citizens.
2. The City seeks to transfer program ownership to LTS, so that the program may continue to operate by realizing a level of savings through lower expenses, resulting in a lower unit rate, which shall allow for a higher level of therapeutic services to be available for homebound older adults through the Stepping Stones program.
3. On May 12, 2014, the City Council indicated during its Work Session their unanimous support to transfer such ownership upon the expiration of the City of Wyoming Kent County Senior Millage grant effective December 31, 2014.
4. The attached agreement transfers such ownership to LTS effective 12:01 a.m. on January 1, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the Mayor and City Clerk to sign an agreement to transfer ownership and operations of the Stepping Stones Program to Life Therapeutic Solutions, Inc.

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 September 15, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Letter to Agencies
Agreement

STAFF REPORT

Date: Monday, September 08, 2014

Subject: Transfer Ownership of the Stepping Stones Program to Life Therapeutic Solutions, Inc.

From: Rebecca Rynbrandt, Director of Community Services

Cc: Blaine Kading, President, LTS

Council Meeting Date: Monday, September 15, 2014

Recommendation:

Staff recommends the Wyoming City Council enter into an agreement to transfer ownership of the Stepping Stones Program to Life Therapeutic Solutions, Inc. (LTS) effective 12:01 a.m. January 1, 2015.

Discussion:

On Monday, May 12, 2014, the City Council unanimously supported staff's recommendation to transfer ownership of the Stepping Stones program to LTS and to institute the necessary steps to facilitate a smooth transition of the program. Since this time staff has instituted a process working to ensure no disruption of services would occur for senior citizens.

Following Council concurrence in May, the staff has met with the Area Agency on Aging of Western Michigan, the administering body of the Kent County Senior Millage (KCSM), to advise them of the City's intent to transfer ownership to LTS and to support LTS's 2015 KCSM grant application. In efforts to ensure a continuance of program referrals, the attached letter dated June 16, 2014, was provided to all referral agencies. This was important as many of the agencies would learn in July that the City would not be seeking KCSM funding for 2015. Next, staff worked with City Attorney Jack Sluiter in crafting the necessary agreement to transfer ownership.

Please find attached a copy of the agreement for your review. We seek your approval at the September 15, 2014 Regular Meeting.



**Parks and Recreation Department
Wyoming Senior Center**

1155 – 28th Street S.W., Box 905 Wyoming, Michigan 49509-0905

www.wyomingmi.gov



MAYOR
Jack A. Poll

MAYOR PRO-TEM
Sam Bolt

AT-LARGE COUNCILMEMBER
Kent Vanderwood

AT-LARGE COUNCILMEMBER
Dan Burrill

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

June 16, 2014

Dear Stepping Stones Advocates and Supporters,

As an advocate and referral source for the Stepping Stones program, the City of Wyoming and our program staff cannot begin to adequately express our appreciation for you and your support as we've grown the Stepping Stones program these past 15 years. Our mutual efforts have resulted in a strong, viable program with a significant wait list for service. In order to ensure services continue, and to the best of our ability, address the growing wait list for service, with this letter, the City of Wyoming is announcing that we will be transitioning the ownership of the Stepping Stones program to Life Therapeutic Solutions, Inc. (LTS), effective January 1, 2015.

Because of your commitment to the Stepping Stones program and the many older adults that we serve through therapeutic recreation and aquatic therapy services, we wanted you to be among the first to know that Stepping Stones will be entering into this new phase of growth. We are of the belief that by the City of Wyoming transferring program ownership to LTS, a level of savings will occur, allowing for a higher level of therapeutic services to be available for homebound older adults throughout Kent County.

Over the next six months, we shall work with LTS to ensure that there will be NO disruption of service to our older adult clients. Service throughout the county will continue. Through December 31, 2014, we will continue to accept your referrals and we will continue to provide you the exceptional level of service you and your clients have come to expect.

Again, we can't express to you how much your support for Stepping Stones has made a difference in its success. Please join with the City of Wyoming and Life Therapeutic Solutions as we celebrate the opportunity to work together in casting a new vision for Stepping Stones, one that we believe will ensure its long term viability in meeting the needs of our older adults in Kent County now and well into the future.

Sincerely,

Rebecca L. Rynbrandt
Director of Community Services

CC: Blaine Kading, President, LTS
Kristine Schwab, CTRS, Stepping Stones
Anne Ellermets, AAAM

AGREEMENT

This Agreement made this ____ day of _____, 2014, between the City of Wyoming (City), a Michigan Municipal Corporation of 1155 – 28th St. S.W., Wyoming, MI 49509 and Life Therapeutic Solutions, Inc. (Life) of 1604 Como Lake Drive, Greenville, MI 48838.

RECITALS

1. The City has operated the Stepping Stones program to provide therapeutic recreational services for various senior citizens.
2. The City has contracted with Life to provide those recreational therapeutic services.
3. The parties entered into a contract dated December 2, 2013 to provide for those services for the period from January 1, 2014 through December 31, 2014, with automatic one year renewals.
4. The parties wish to transfer ownership and operation of the Stepping Stones program to Life.

AGREEMENT

1. The City shall transfer full ownership of the Stepping Stones program to Life as of 12:01 a.m. on January 1, 2015.
2. City will take all necessary steps to transfer the name of the Stepping Stones program and will transfer the database for that program to Life.
3. City will retain all current client files and maintain confidentiality of those files in accordance with applicable Kent County Senior Millage, city, state and federal statutes, regulations, and policies
4. City will retain all equipment of the Stepping Stones program. The equipment to be placed for disposition through the City auction in accordance with established City policy.
5. Life will defend, indemnify and hold harmless the City, its officers, agents and employees from any liability arising out of the operation of the Stepping Stones program and any related activities as of the date of this agreement.

6. The parties will undertake any additional steps necessary to complete transfer of the program in its entirety to Life.

CITY OF WYOMING

Dated: _____

By: _____
Jack A. Poll, Mayor

By: _____
Heidi A. Isakson, City Clerk

Life Therapeutic Solutions, Inc.

Dated: _____

By: _____
It's President

APPROVED AS TO FORM:


RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER
INTO A GRANT AGREEMENT WITH CONSUMERS ENERGY
FOR A COMMUNITY TREE PLANTING PROJECT

WHEREAS:

1. The City has lost numerous trees within Pinery and Lamar Parks due to infestation from the emerald ash borer and storm damage.
2. The City desires to replace many of these trees with 20 trees of diverse species.
3. Consumers Energy has offered the City a grant of \$2000 to assist in this reforestation.
4. The City has programmed \$5000 in matching funds in the proposed 2014-2015 Parks & Recreation Department's budget in account 208-752-75600-987.151.
5. The trees are required to be planted by November 14, 2014 to receive the grant funds.
6. Requests for bids for the installation of the trees must be obtained shortly to fulfill the time constraints required by Consumers Energy.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the City Manager to enter into a grant 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 September 15, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

Staff Report

Date: September 9, 2014

Subject: Consumers Energy Tree Planting Grant

From: Tim Cochran, City Planner
Jeff Anderson, Parks and Facilities Supervisor

CC: Rebecca Rynbrandt, Director of Community Services

Meeting Date: September 15, 2014

Recommendation:

It is recommended that the City Council authorize the City Manager to enter into an agreement with Consumers Energy to obtain a grant to supplement the planting of 20 diverse trees within Pinery and Lamar Parks.

Sustainability Criteria:

Environmental Quality – The installation of trees will continue the reforestation of two major City parks.

Social Equity – The enhancement of the public parks promotes wide spread community use.

Economic Strength – Quality public parks contribute to the overall community's vitality and desirability.

Discussion:

Over the last few years, the City has lost an extensive number of trees within our public parks due to emerald ash borer and storm damage. Annually, the City has been replacing these trees, usually with the assistance of grant monies. Currently, City staff desires to plant 20 trees of diverse species and 3 inch caliper within the two parks. We recently applied for, and were awarded, a Consumers Energy Tree Planting Grant for \$2000.

Budget Impact:

The grant will provide \$100 for each tree planted. The total project cost is estimated at \$7000. The \$5000 in matching funds is available under the 2014 – 2015 Parks & Recreation

Page 2

Department's budget account 208-752-75600-987.151. The trees must be planted by November 14, 2014 to receive the grant funds. Payment of the grant is provided upon installation of the trees.

With your support, we ask that this matter be placed before the City Council for their approval consideration at the Monday, September 15, 2014 Regular Meeting.

Authorized by: 
Rebecca Rynbrandt

CONSUMERS ENERGY COMPANY TREE PLANTING AGREEMENT

Grantee's Name City of Wyoming			Grantee's Contact Name Jeff Anderson		
Address 1155 28th St SW			Work Location Address 2660 Burlingame Ave SW		
City Wyoming	State MI	Zip Code 49509	City Wyoming	State MI	Zip Code 49509
Contact Phone (8AM to 5 PM) (616) 249-3473	<input checked="" type="checkbox"/> Work <input type="checkbox"/> Home	<input type="checkbox"/> Other	Contact Phone (616) 893-2836	<input type="checkbox"/> Work <input type="checkbox"/> Home	<input checked="" type="checkbox"/> Other (cell)

Consumers Energy Company agrees to pay the sum of \$ 2,000.00 to the Grantee after successful completion of the tree planting project described below and on the Grant Application dated November 14, 2014 attached hereto and made a part hereof.

WORK DESCRIPTION

The City of Wyoming Parks Department will have a total 20 trees planted at our two parks. Pinery Park at 2301 DeHoop Ave SW will receive (8) trees and Lamar Park at 2561 Porter St will receive (12) trees.

SPECIAL INSTRUCTIONS

GRANTEE ACKNOWLEDGES HAVING READ AND HEREBY ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THOSE PRINTED ON THE BACK OF THIS FORM AS WELL AS TERMS AND CONDITIONS SPECIFIED IN CONSUMERS ENERGY'S FORESTRY OPERATIONS 2014 COMMUNITY TREE PLANTING GRANT PROGRAM APPLICATION INFORMATION FORM ATTACHED HERETO AND MADE A PART HEREOF.

Grantee's Representative Signature

Date

Title

Return signed agreement electronically to Robert Cool of the MFPA at cool.bob@acd.net

1. Scope of Service:

Consumers Energy Company shall pay to the Grantee the amount shown on the front of this Tree Planting Agreement after successful completion of the tree planting work described herein and on the Grant Application attached hereto and made a part hereof.

2. Service Location, Risk and Delivery:

All Services will be performed on the Grantee's premises as specified on the front of this Tree Planting Agreement and on the attached Grant Application. With respect to Consumers Energy Company's recommended planting list; no trees categorized as "Medium Trees" will be planted within 20 feet of the centerline and no trees categorized as "Large Trees" will be planted within 40 feet of the centerline of any existing overhead electric distribution line energized at or below 15,000 volts phase to ground or 25,000 volts phase to phase. No trees will be planted within 80 feet of any line energized above 15,000 volts phase to ground or above 25,000 volts phase to phase.

3. Time for Performance:

Grantee must complete all work described in their Grant Application attached hereto by November 14, 2014. Failure to complete the work by November 14, 2014 will result in forfeiture of the grant award by Consumers Energy Company.

4. Warranty and Disclaimer:

Grantee warrants that any service performed under this contract shall be performed by properly skilled personnel in accordance with generally accepted standards for the services being performed. Without limiting any other remedy available to Consumers Energy, if any such nonconformance or defect appears the Grantee shall make any and all repairs or replacements necessary to remedy same at its sole expense and within a reasonable time after notification by Consumers Energy.

5. Indemnity:

The Grantee shall indemnify and hold Consumers Energy Company, its agents, employees, vendors and contractors including the Michigan Forestry & Park Association, Inc. harmless from and against, and shall at Consumers Energy Company's option undertake the defense of, any and all claims, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers Energy Company might sustain or incur or which might be asserted against Consumers Energy Company as a result of the services provided under this contract, whether based on warranty, contract, tort (including negligence), strict liability or otherwise. The provisions of this Section 5 shall survive the termination or expiration of this Agreement.

6. Limitation of Liability:

The total liability of Consumers Energy Company, its agents, employees, vendors and contractors including the Michigan Forestry & Park Association, Inc. with respect to any and all claims arising out of this contract including the performance of obligations in connection with the services hereunder, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, shall not exceed \$5,000 and shall in no event include incidental or consequential damages of any nature. This Limitation of Liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail their essential purpose.

7. Assignment and Subcontracting:

Any assignment of this contract or any part thereof by the Grantee without the previous written permission of Consumers Energy Company shall be void and of no effect.

8. Changes in Contract:

The terms of this contract shall not be changed, superseded or supplemented, except in writing signed by a duly authorized representative of Consumers Energy Company and by a duly authorized representative of Grantee.

9. Governing Law:

This contract shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. This Contract is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

10. Entire Agreement:

With respect to the subject matter hereof, this contract supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. No part of any purchase order, request for proposal or other document issued by the Grantee shall be binding upon Consumers Energy Company or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers Energy Company.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
CONTRACT AMENDMENT WITH THE AREA AGENCY ON AGING OF WESTERN
MICHIGAN, INC. (AAAWM) IN SUPPORT OF OLDER ADULT TRANSPORTATION AND
TO AUTHORIZE THE RELATED BUDGET AMENDMENT

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens.
2. The City of Wyoming and AAAWM have an established contract to provide certain services with state and federal funding for a period ending September 30, 2014.
3. The City of Wyoming had applied to amend the service contract effective October 1, 2014 through September 30, 2015.
4. The Board of Directors of AAAWM voted to award the City of Wyoming \$11,133 to provide transportation services for older adults.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming recognizes the total awarded grant amount of \$11,133 and authorizes the Mayor and City Clerk to enter into a contract amendment to provide services by accepting such funding from the AAAWM
2. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 15, 2014.

ATTACHMENTS:
Budget Amendment
Staff Report
Contract

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 3, 2014

Subject: Grant Award for Transportation Assistance Program

From: Rebecca Rynbrandt, Director of Community Services

Cc: Eric Tomkins, Recreation Supervisor, Molly Remenap, Recreation Programmer II

Meeting Date: September 15, 2014

RECOMMENDATION:

It is recommended that the City Council approve a grant agreement with the Area Agency on Aging of Western Michigan in the amount of \$11,133 to provide for the continuance of the Wyoming Senior Center's Older Adult Transportation Assistance Program.

SUSTAINABILITY CRITERIA:

Social Equity – This program works to assure reliable transportation for adults 60 years of age and older who have limited economic means, are disabled, and are socially isolated.

Economic Strength – Through grant support, we will be able to subsidize over 5,500 Go! Bus rides for area older adults. Program participant's use tickets to attend the Wyoming Senior Center and to perform activities of daily living and contribute to the local economy. Participant surveys indicated that Go! Bus tickets are used to: improve quality of life, access medical appointments, obtain food and other services.

DISCUSSION:

Our application for continuation funding in support of senior citizen transportation needs has met with success. Area Agency on Aging of Western Michigan (AAAWM) Board of Directors voted in favor of funding \$11,133 in support of our Go! Bus subsidized ticket program for fiscal year 2015. Older Americans Act dollars which funds this program become available October 1, 2014. We were pleased that the program's merits and the vital service it provides to area older adults continue to be recognized by the AAWM. This innovative program is one of many such programs offered by the Wyoming Parks and Recreation Department in support of area older adults and is administered out of the Wyoming Senior Center.

BUDGET IMPACT:

An additional \$11,133 will be leveraged to provide for transportation services for older adults. The attached budget amendment has been prepared by the Finance Department.

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

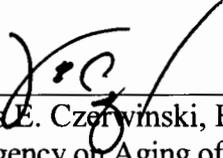
The Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan non-profit Corporation, and City of Wyoming (Service Provider), a Michigan municipality, entered into Contract numbered 51.98 in which the Service Provider undertook to provide certain services with state and federal funding for the three year period ending September 30, 2016. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of July 28, 2014, AAAWM and the Service Provider agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2014 through September 30, 2015, as provided in the Contract of October 1, 2013, shall not exceed **\$11,133.00 (Eleven thousand one hundred thirty-three and 00/100 dollars)**.
2. Service Provider is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Provider agrees to provide as Local Match, for the budget period October 1, 2014 through September 30, 2015, as specified in the Contract of October 1, 2013, shall be not less than **\$1,237.00 (One thousand two hundred thirty-seven and 00/100 dollars)**.
4. That Service Budget (Attachment I-A) is deleted and Service Budget (Attachment I-A) dated August 26, 2014 is added.
5. That Older Americans Act Funding Distribution (Attachment II) is deleted and Older Americans Act Funding Distribution (Attachment II) dated July 28, 2014 is added.
6. Federal Regulations. Service Provider will comply with federal regulation 2 CFR Part 180 and certifies to the best of its knowledge and belief that its employees:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 13(b); and
 - (d) Have not within a 3-year period preceding this agreement had one or more public transaction (federal, state or local) terminated for cause or default.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
A MICHIGAN NONPROFIT CORPORATION

By: 
Thomas E. Czerwinski, Executive Director
Area Agency on Aging of Western Michigan

8-28-14
Date

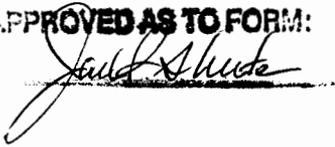
By: _____
Person Authorized to Sign for Service Provider

Date

Name: _____

Title: _____

APPROVED AS TO FORM:



**Attachment II
Contract No. 51.98**

**Area Agency on Aging of Western Michigan
Older Americans Act Funding Distribution
October 1, 2014 – September 30, 2015**

Funding as of: July 28, 2014

City of Wyoming

<u>Service</u>	<u>Source</u>	<u>CFDA Number</u>	<u>Award</u>
Transportation - Public	IIIB	93.044	<u>\$11,133</u>
		Total	<u>\$11,133</u>

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH PROGRESSIVE AE, INC.
FOR THE CRESCENT STREET STREETScape DESIGN

WHEREAS:

1. The City of Wyoming is currently working with Pathfinder Engineering and the Wyoming Village Mall on the design of Crescent Street, south of 28th Street and west of Michael Avenue.
2. The Crescent Street development is part of the Turn On 28th Street Corridor Sub Area plan and will be a key component in the spurring redevelopment of the commercial properties within the area if designed successfully as a unique and attractive corridor.
3. The City of Wyoming wanted to ensure the corridor would have a professional and unique design and sought a quote for assistance in the design of the streetscape plan.
4. Progressive AE, Inc. has worked on the Turn On 28th Street Corridor Sub Area plan development from its inception and has been instrumental in development of many key components with the streetscape design.
5. On September 8, 2014, Progressive AE, Inc. submitted the attached proposal for streetscape design services associated with the design of Crescent Street west of Michael Avenue in the amount of \$14,460.
6. The design can be financed out of the Capital Improvements Program Fund.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with Progressive AE, Inc., for the streetscape design services associated with the design of the Crescent Street project, west of Michael Avenue in the amount of \$14,460.

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 September 15, 2014.

Heidi A. Isakson, Wyoming City Clerk

Staff Report

Date: September 10, 2014
Subject: Crescent Street Streetscape Design
From: Russ Henckel, Assistant Director of Public Works - Engineering
Meeting Date: September 15, 2014

Recommendation:

Staff recommends authorizing Progressive AE, Inc., to prepare the streetscape design with the Crescent Street design west of Michael Avenue and south of 28th Street as part of the Turn On 28th Street Corridor Sub Area plan. The cost for the streetscape design is \$14,460.

Sustainability Criteria:

Environmental Quality – The streetscape design will incorporate environmental and aesthetic themes into the design of Crescent Street.

Social Equity – The design will not impact social equity.

Economic Strength – The streetscape design will enhance future redevelopment of a commercial development that will provide better access to malls and vacant commercial property.

Discussion:

In 2011, the City of Wyoming worked with the Downtown Development Authority (DDA) to develop the Turn On 28th Street Corridor Sub Area plan outlining a redevelopment plan for the commercial businesses within the DDA. The plan focused on spurring redevelopment of commercial properties along a new corridor called Crescent Street. Crescent Street would be south of 28th Street, from Hook Avenue to Jenkins Avenue and would include pedestrian friendly access to businesses along with on-street parking. The Capital Improvements Program identified the first phase of the project to be built in 2016, but recent redevelopments proposed within the Wyoming Village Mall site and Studio 28 site have prompted an accelerated schedule. As a result of a proposed redevelopment within the Wyoming Village Mall site, a portion of the Crescent Street may be constructed in 2015 as a part of the mall redevelopment project. Wyoming has coordinated the design of the street and utility relocations with Pathfinder Engineering. Progressive AE, Inc. has been requested to provide a proposal to prepare a streetscape design in conjunction with the overall redevelopment project. On September 8, 2014, Progressive AE, Inc. submitted the attached proposal for streetscape design services associated with the design of Crescent Street west of Michael Avenue in the amount of \$14,460.

Budget Impact:

Sufficient funds are available in the Capital Improvements Program Fund.

Attachments: Proposal
Agreement



1811 4 Mile Rd NE | Grand Rapids, MI 49525 | 616-361-2664 | www.progressiveae.com

September 8, 2014

Mr. Russell Henckel, P.E.
Wyoming Assistant Director of Public Works - Engineering
2660 Burlingame Avenue, SW
Wyoming, Michigan 49509

Re: Proposal for Professional Services for the
Planning and Construction of the Wyoming Plaza Streetscape

Dear Russ:

On behalf of Progressive AE, Inc., we are pleased to submit this proposal for professional services for the Planning and Construction of the Wyoming Plaza Streetscape. We appreciate the opportunity to provide you with our project understanding, scope of services, and fee proposal.

PROJECT UNDERSTANDING

In developing our scope of services and related fees we used the following points of understanding which are based on the meeting with you on September 3, 2014.

1. The project consists of two parts:
 - a) *Conceptual Streetscape Design* – We will prepare streetscape design concepts for a new public road from Michael Avenue to 28th Street at the Hook Avenue intersection and for Michael Avenue from 28th Street to Prairie Parkway.
 - b) *Bid/Construction Documents* – We will provide bid/construction documents for the streetscape and landscape architectural portions of the project for the new public road from Michael Avenue to 28th Street at the Hook Avenue intersection. No bid/construction documents will be prepared for Michael Avenue. We will provide all necessary technical special specifications related to our work. The remainder of the specifications will be by others
2. The City of Wyoming will provide us the topographical survey and all proposed layout and utility base files in an electronic format.
3. Any work related to topographical surveys, geotechnical reports, soil borings, permitting, and construction documents related to site removals, site utilities, street geometry, street lighting, and traffic control signage and signals will be completed by others. We will coordinate our work with theirs.
4. At this time, it has not been determined if landscape irrigation will be required. For the purposes of this proposal we have assumed that if irrigation is to be included, it will be by design-build. We will issue an irrigation coverage plan and a performance specification.
5. All work related to value engineering, project addendums and bulletins, other than errors or omissions on our part, are not included in this proposal.

6. All our drawings will be on the City of Wyoming's title block and will conform to the City's Engineering and Drafting Standards.
7. All drawings will be in AutoCAD format. All special technical specifications will be in Microsoft Word format.
8. The City is responsible for all meeting minutes and bid document printing.

SCOPE OF SERVICES

Pre-Design Services

1. We will visit the project site and make a photographic and written record of existing conditions.
2. Upon receipt of the electronic base files, we will set up our drawing files for design and construction document preparation.
3. We will attend one (1) kick-off meeting with the City staff and other invited parties. The purpose of this meeting is to confirm the layout plan for the street fronting the Wyoming Village Mall and to brainstorm ideas for streetscape concepts and entry-way treatments for both the new road and Michael Avenue.

Conceptual Streetscape Design

4. Based on the decisions reached at the kick-off meeting, we will prepare a preliminary streetscape concept plan and generalized cost estimate for both the new road and Michael Avenue. The plans will be sent to the City for review. We assume that the City will distribute the plans to all appropriate interested parties.
5. We will attend two (2) review meetings with the City to obtain input on the design.
6. Based on comments received from the review meetings, we will develop a revised streetscape plan and cost estimate to be used as a base for the construction document preparation. The revised plan will be sent to the City for final review.

Construction Document Preparation (New Road Only)

7. Upon approval of the revised streetscape plan, Progressive AE will provide streetscape and landscape documents for the new road. The documents will include the following:
 - a) General layout plans for all areas behind curb but within the proposed right-of-way.
 - b) Concrete sidewalk scoring pattern layout details and sections.
 - c) Paver layout details and sections, if needed.
 - d) Concrete planter layout details and sections, if needed.
 - e) Landscape plans.
 - f) Landscape planting details.
 - g) Landscape irrigation coverage plan, if needed.
 - h) Site furniture details.
 - i) All necessary special technical specifications.

Since the exact nature of the streetscape design is not known, we have assumed a basic design for the purposes of this proposal. Items such as masonry screen walls, architectural features, water features or elements of a similar nature are not included. If during the design process these elements are desired, a fee for additional services will be submitted for approval.

8. We will submit documents and attend a review meeting at the 50% and 100% completion stage of the documents.
9. We will provide an update cost estimate at the 50% and 100% stages.
10. Upon approval of the final construction documents we will provide to the City all drawings and specifications in an electronic format.

Bidding and Construction Services

11. We will respond to bidder's request for clarification. We assume that all bidders' questions and our responses will be directed through the City.
12. We will attend one (1) pre-construction meeting.
13. We will attend a maximum of three (3) combined field inspection/progress meetings as directed by the City.
14. We will provide a field inspection report for each field inspection.
15. Upon completion of construction we will conduct one (1) initial site inspection and provide a punch list and (1) one final site inspection and punch list.

FEE PROPOSAL

We propose that our compensation for the aforementioned Scope of Services shall be paid monthly on a fee not-to-exceed basis according to the labor fees listed below and in the attached Schedule of Invoice Rates.

Pre-Design Services:	\$1,550.00
Conceptual Streetscape Design:	\$4,980.00
Construction Document Preparation:	\$5,330.00
Bidding and Construction Services:	\$2,780.00
TOTAL LABOR FEE	\$14,640.00

In addition to the professional service fee set forth above, Progressive AE, Inc. shall be compensated for reimbursable expenses such as mileage, printing, phone, postage, and other similar, project-related items as detailed on the attached Schedule of Invoice Rates. We estimate the reimbursable expenses to be \$500.00.

We appreciate the opportunity to present this proposal and look forward to working with you. Progressive AE, Inc. has prepared this proposal for City of Wyoming only and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for our hire. If you have any questions feel free to contact Bob Petko at 616-447-3374.

The terms of this proposal defining scope, schedule, clarifications and compensation are incorporated into the Standard Agreement Provisions for Professional Services which is attached.

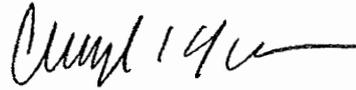
If this proposal meets with your approval, please sign and return the Letter of Intent which follows. Your signature will be our authorization to begin the work and place the project in the firm's schedule.

Sincerely,

PROGRESSIVE ARCHITECTURE ENGINEERING



Robert S. Petko
Project Manager, Landscape Architect



Cheryl C. Scales, PE, LEED AP
Principal

Progressive AE
 Fee Allocation Summary
Wyoming Plaza Streetscape
 September 8, 2014



Tasks		P.M./L.A. Bob P.	CADD Tiffany	Eng. Pete L.	AA Shawn G.
Pre-Design Services					
1. Site Visit		4			
2. Document Set-up			2		
3. Kick-off Meeting		4		4	
Total Hours	14	8	2	4	0
Hourly Rates		\$ 105.00	\$ 65.00	\$ 145.00	\$ 50.00
Subtotal - Pre Design Services	\$ 1,550.00	\$ 840.00	\$ 130.00	\$ 580.00	\$ -
Conceptual Streetscape Design					
4. Preliminary Plan & Cost Estimate		32	8		
5. (2) City Review Meetings		4			
6. Plan Revisions & Cost Estimate		4	4		
Total Hours	52	40	12	0	0
Hourly Rates		\$ 105.00	\$ 65.00	\$ 145.00	\$ 50.00
Subtotal - Conceptual Streetscape Design	\$ 4,980.00	\$ 4,200.00	\$ 780.00	\$ -	\$ -
Construction Documents					
7. Document Prep					
a. Layout		4	4		
b. Concrete Walk Details		2	1		
c. Paver Details		2	1		
d. Planter Details		2	2		
e. Landscape Plan		4	8		
f. Landscape Details		1	1		
g. Irrigation Plan		1	1		
h. Furnishing Details		2	1		
i. Specifications		4			4
8. (2) Document Reviews/Revisions		8	4		
9. Cost Estimates		4			
10. Document Transfer			1		
Total Hours	62	34	24	0	4
Hourly Rates		\$ 105.00	\$ 65.00	\$ 145.00	\$ 50.00
Subtotal - Construction Documents	\$ 5,330.00	\$ 3,570.00	\$ 1,560.00	\$ -	\$ 200.00
Bidding & Construction Services					
1. Bidder Questions		4			
2. Pre-construction Meeting		2			
3. (3) Site Inspections/Progress Mtgs.		9			
4. Field Reports		3			
5. (2) Field Inspections & Punch Lists		8			1
Total Hours	27	26	0	0	1
Hourly Rates		\$ 105.00	\$ 65.00	\$ 145.00	\$ 50.00
Subtotal - Bidding & Construction Services	\$ 2,780.00	\$ 2,730.00	\$ -	\$ -	\$ 50.00
Total Labor	\$ 14,640.00				
Reimbursable Expenses (Estimate Only)	\$ 500.00				



1811 4 Mile Rd NE | Grand Rapids, MI 49525 | 616-361-2664 | www.progressiveae.com

Schedule of Invoice Rates - 2014

Hourly Staff Charges

Class 8 Personnel:	Principals	\$180/hour
Class 7 Personnel:	Experienced Senior Project Managers, Architects, Engineers, Planners, Landscape Architects, Environmental Analysts, LEED Consultants, and Construction Administrators	\$145/hour
Class 6 Personnel:	Senior Project Managers, Architects, Engineers, Planners, Landscape Architects, Environmental Analysts, and Construction Administrators	\$125/hour
Class 5 Personnel:	Project Managers, Architects, Engineers, Planners, Landscape Architects, Environmental Analysts, Construction Administrators, Designers, and Surveyors	\$105/hour
Class 4 Personnel:	Intermediate Architects, Engineers, Planners, Designers, Landscape Architects, Environmental Analysts, Construction Administrators, and Surveyors	\$90/hour
Class 3 Personnel:	Graduate Architects, Engineers, Planners, Designers, Environmental Analysts, Construction Administrators, Technicians, and Surveyors	\$75/hour
Class 2 Personnel:	Technicians, Administrative Assistants, Clerical Technicians, and Surveyors	\$65/hour
Class 1 Personnel:	Administrative Assistants, Technicians and Clerical Technicians	\$50/hour

Reimbursable Expenses

1. Fees for securing permits and approvals of authorities having jurisdiction over projects at cost.
2. Outside consultants, travel, and lodging at cost plus 10% handling.
3. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
4. CAD plotting at 10¢ per square foot. 8-1/2" x 11" color images at \$1 each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 56¢ per mile). Field vehicles at 75¢ per mile. Lodging, meals, and airfare at cost. Boat rental at \$40 per day. Nuclear density meters at \$30 per day. Fluke Scopemeter at \$40 per day. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
5. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at higher rate.
3. Hourly staff charges and expenses subject to change annually.



1811 4 Mile Rd NE | Grand Rapids, MI 49525 | 616-361-2664 | www.progressiveae.com

Letter of Intent for Professional Services

It is the intent of the City of Wyoming to engage Progressive AE, Inc. in professional engineering services for the Planning and Construction of the Wyoming Plaza Streetscape and as described in the letter proposal from Progressive AE, Inc., dated September 8, 2014.

Progressive AE, Inc., proposes to provide the services outlined in the proposal to be paid monthly on a fee-not-to-exceed basis according to the labor fees listed below and in the attached Schedule of Invoice Rates.

Pre-Design Services:	\$1,550.00
Conceptual Streetscape Design:	\$4,980.00
Construction Document Preparation:	\$5,330.00
Bidding and Construction Services:	\$2,780.00
TOTAL LABOR FEE	\$14,640.00

In addition to the professional service fee set forth above, Progressive AE, Inc. shall be compensated for reimbursable expenses such as mileage, printing, phone, postage, and other similar, project-related items as detailed on the attached Schedule of Invoice Rates. We estimate the reimbursable expenses to be \$500.00.

ACCEPTED: **City of Wyoming**

BY: _____

POSITION: _____

Date: _____

Standard Agreement Provisions
Engineering

The parties to this agreement, Progressive AE, Grand Rapids, Michigan, USA, hereinafter called the ENGINEER and City of Wyoming, hereinafter called the OWNER, hereby agree to the following conditions:

- A. **Limit of Scope:** The services provided by the ENGINEER shall be limited to those described in the attached letter proposal dated September 8, 2014. The parties agree that the terms of the proposal are incorporated herein by reference, and are part of this agreement as if fully set forth herein. If any terms set forth in the proposal are expressly in conflict with the terms hereof, the terms of the proposal shall govern.
- B. **Changed Conditions:** If, during the term of this Agreement, the ENGINEER becomes aware of any circumstances or conditions that were not originally contemplated by or known to the ENGINEER, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for re-negotiation of appropriate portions of the Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. **Additional Services:** Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.
- D. **Standard of Care:** Professional Services provided by the ENGINEER will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed engineers practicing in the State of Michigan.
- E. **Opinions of Probable Construction Cost:** In providing opinions of probable construction cost, the OWNER understands that the ENGINEER has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the ENGINEER's opinions of probable construction costs are made on the basis of the ENGINEER's professional judgment and experience. The ENGINEER makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the ENGINEER's opinion of probable construction cost.
- F. **Schedule for Rendering Services:** The ENGINEER shall prepare and submit for OWNER approval a schedule for the performance of the ENGINEER's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.

- G. **Ownership of Reports, Drawings and Other Materials:** The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the ENGINEER in the course of and for the purpose of meeting this contract are the property of the ENGINEER, and shall remain in the possession of the ENGINEER, and the ENGINEER has and retains all copyrights in such material. The OWNER shall have access to the above named material during normal business hours of the ENGINEER during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER via execution of this Agreement. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- H. **Alteration and Reuse of CAD Information:** Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the ENGINEER reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ENGINEER in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the ENGINEER was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ENGINEER's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ENGINEER harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of these materials.
- I. **Payment Terms:** Invoices will be submitted by the ENGINEER monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of the invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date.
- J. **Disputed Invoices:** If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ENGINEER's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- K. **Abandonment of Work:** If any work is abandoned or suspended, the ENGINEER shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.

- L. **Errors and Omissions Insurance:** The ENGINEER maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the ENGINEER's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ENGINEER's negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER to all those named shall not exceed the amount of \$1,000,000.
- M. **Indemnification:** Subject to the limitation in paragraph L above, the ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the ENGINEER in the performance of professional services under this Agreement, to the extent that the ENGINEER is responsible for such damages, liabilities and costs. The ENGINEER shall not be obligated to indemnify the OWNER for the OWNER's own negligence.
- N. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- O. **Dispute Resolution:** In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

- P. **Hiring of Personnel:** Owner may not directly hire any employee of the Engineer. Owner agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Owner, affiliate companies, or competitors of Engineer.
- Q. **Site Signage:** The ENGINEER shall be permitted to install on the project premises an exterior sign of not more than 60 square feet for promotional purposes. The location of the sign shall be mutually agreed upon by Owner and ENGINEER, not to be unreasonably withheld by either.

AGREEMENT

This Agreement made this _____ day of _____, 2014 between the City of Wyoming, a municipal corporation of 1155 - 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter "City") and Progressive AE, Inc., a corporation having an office located at 1811 Four Mile Rd NE, Grand Rapids, MI 49525 (hereinafter "Consultant") the terms of which are as follows:

1. City hereby hires Consultant to prepare a streetscape design for Crescent Street west of Michael Avenue based upon the September 8, 2014, proposal from said consultant.
2. Payment shall be made in accordance with the proposal and upon billing for work completed in an amount not to exceed \$14,460. The work will be invoiced at the specified rates on a time and material basis. Undisputed portions of invoices are due within 30 days.
3. Upon completion of the services or in the event of a termination of the contract during the performance of the services, all completed work, and/or work in progress shall become the property of the City upon payment for the work.
4. Consultant is an independent contractor and the City is hiring Consultant for professional services. All officers, agents and employees of Consultant shall at all times be considered employees of Consultant and not of the City.
5. This Agreement contains the entire agreement between the parties and may not be modified except in writing by mutual consent.

City of Wyoming

Progressive AE, Inc.

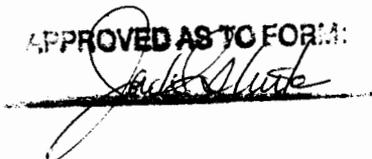
Jack A. Poll, Mayor

Robert S. Petko, Landscape Architect

Heidi A. Isakson, City Clerk

Cheryl C. Scales, Principal

APPROVED AS TO FORM:



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER
TO APPROVE INSURANCE REIMBURSABLE EXPENSES
AND BUDGET AMENDMENTS RELATED TO THE IDEAL PARK TORNADO

WHEREAS:

1. As detailed in the attached Staff Report from the Director of Community Services the Michigan Municipal Management Authority (MMRMA) has completed their cost assessment of repairs related to the Ideal Park Tornado.
2. It is recommended the City Council waive purchasing requirements related to the Ideal Park Tornado and to delegate such approvals of said expenses and Budget Amendments to the City Manager.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the City Manager to approve insurance reimbursable expenses and Budget Amendments related to the Ideal Park Tornado.
2. The 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 September 15, 2014.

ATTACHMENT:
Staff Report
Claim Number 1402747

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 15, 2014

Subject: Authorize the City Manager to Approve Insurance Reimbursable Expenses and Budget Amendments Related to the Ideal Park Tornado

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: Monday, September 15, 2014

Recommendation:

Staff recommends the City Council waive purchasing requirements solely related to Ideal Park Tornado response needs per insurance reimbursable Tangible Items valued over \$7,500 and Repairs and Maintenance or Professional Services valued over \$8,500 and to delegate such approval of said expenses to the City Manager and any necessary budget amendments related thereto.

Discussion:

The Michigan Municipal Risk Management Authority's (MMRMA) insurance adjuster has completed their cost assessment of repairs (bridge, lodge, shelter, security camera repairs, etc.) and other related Ideal Park covered expenses attributed to the July 6, 2014 tornado. Please see attached.

MMRMA does not obtain multiple quotes or take bids, rather MMRMA establishes reimbursement values based upon insurance adjusted rates. As part of their evaluation process, MMRMA met on-site with local contractor VanderKodde Construction and has reviewed all of the damaged structures and the proposed insurance estimates for repairs. VanderKodde was recommended to MMRMA by city staff. As a contractor in good standing with the City, MMRMA has confirmed with VanderKodde their acceptance of the insurance reimbursement values and recommends that the City approve VanderKodde as the contractor for these repairs and services. This shall expedite the insurance claims process and allow repairs to be made as soon as possible, particularly as we are heading into fall and winter. Weather delays and flooding should be expected. Consistent with MMRMA practice, MMRMA will then provide the necessary insurance reimbursement to the City of Wyoming whom will then pay VanderKodde based upon invoices for completed work.

As the City, rather than MMRMA, will be cutting the actual check for payment, in reviewing the City's Purchasing Policy, it is recommended that the City Council officially waive the purchasing requirements, delegating expense approval to the City Manager as well as the approval of any necessary budget amendments to provide for the receipt of insurance funds and the payment of related expenses.

Budget Impact:

We currently anticipate insurance reimbursement related to tornado damage to be approximately \$107,000 not including playground structure replacement.



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

Insured: City of Wyoming

Home: (616) 893-8334

Claim Rep.: Chad Ziesmer

Business: (517) 243-4823

Position: Adjuster

Business: P.O. box 77
Okemos, MI 48805-0077

Estimator: Chad Ziesmer

Business: (517) 243-4823

Position: Adjuster

Business: P.O. box 77
Okemos, MI 48805-0077

Claim Number: 1402747

Policy Number: M0001084

Type of Loss: <NONE>

Date Contacted: 7/8/2014

Date of Loss: 7/6/2014

Date Received: 7/8/2014

Date Inspected: 7/9/2014

Date Entered: 7/11/2014 2:34 PM

Price List: MIGR8X_JUN14

Restoration/Service/Remodel

Estimate: CITYOFWYOMING

The following estimate represents a fair and reasonable figure to repair or replace the damaged items or structures noted by the adjuster at the time of the inspection. It is not a contract to effect those repairs, nor is it a guarantee of payment in any amount.



The ASU Group

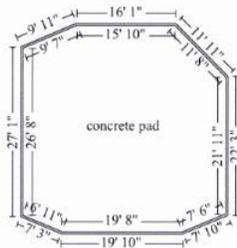
2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

CITYOFWYOMING

Bridge

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
46. Tree - removal from bridge 24"+*	1.00 EA	843.66	0.00	168.74	1,012.40	(0.00)	1,012.40
Totals: Bridge			0.00	168.74	1,012.40	0.00	1,012.40

Main Level



concrete pad

Height: 8'

958.41 SF Walls	1020.28 SF Ceiling
1978.69 SF Walls & Ceiling	1020.28 SF Floor
113.36 SY Flooring	119.80 LF Floor Perimeter
119.80 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Concrete floor sawing - 4" slab	24.00 LF	5.52	0.00	26.50	158.98	(0.00)	158.98
3. R&R Concrete slab on grade - 4" - finished in place	144.00 SF	4.99	12.53	146.22	877.31	(0.00)	877.31
5. Tree - removal from slab 24"+*	1.00 EA	843.66	0.00	168.74	1,012.40	(0.00)	1,012.40
4. Haul debris - per pickup truck load - including dump fees	1.00 EA	102.94	0.00	20.58	123.52	(0.00)	123.52
Totals: concrete pad			12.53	362.04	2,172.21	0.00	2,172.21



shelter

Height: 8'

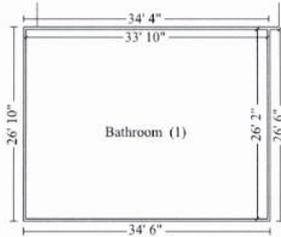
270.67 SF Walls	2266.83 SF Ceiling
2537.50 SF Walls & Ceiling	2266.83 SF Floor
251.87 SY Flooring	33.83 LF Floor Perimeter
33.83 LF Ceil. Perimeter	

Missing Wall	67' X 8'	Opens into Exterior
Missing Wall	67' X 8'	Opens into Exterior
Missing Wall	33' 10" X 8'	Opens into Exterior



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

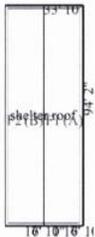


Subroom: Bathroom (1)

Height: 8'

960.00 SF Walls	885.31 SF Ceiling
1845.31 SF Walls & Ceiling	885.31 SF Floor
98.37 SY Flooring	120.00 LF Floor Perimeter
120.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Tree - removal from shelter 24"+*	5.00 EA	843.66	0.00	843.66	5,061.96	(0.00)	5,061.96
7. R&R Soffit & fascia - wood - 3' overhang	67.00 LF	14.34	23.96	196.94	1,181.68	(0.00)	1,181.68
9. Prime & paint exterior soffit - wood	201.00 SF	1.31	4.34	53.52	321.17	(0.00)	321.17
11. R&R AC plywood - 1/2" ceiling of shelter damaged.	837.00 SF	2.29	66.29	396.60	2,379.62	(0.00)	2,379.62
13. R&R Light fixture	2.00 EA	50.34	2.94	20.72	124.34	(0.00)	124.34
15. Carpenter - General Framer - per hour detach and reset cages over light fixtures.	4.00 HR	50.86	0.00	40.68	244.12	(0.00)	244.12
16. Rewire - average residence - copper wiring	1,576.07 SF	2.06	33.10	655.96	3,935.76	(0.00)	3,935.76
17. Exterior - stain two coats	1,410.14 SF	1.06	25.38	304.04	1,824.17	(0.00)	1,824.17
21. R&R Truss - 4/12 slope - treated	594.00 LF	7.04	151.83	866.72	5,200.31	(0.00)	5,200.31
49. R&R CCTV camera & brackets	1.00 EA	1,458.34	58.19	303.30	1,819.83	(0.00)	1,819.83
Totals: shelter			366.03	3,682.14	22,092.96	0.00	22,092.96



shelter roof

3358.31 Surface Area	33.58 Number of Squares
259.66 Total Perimeter Length	94.17 Total Ridge Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
23. R&R Sheathing - plywood - 1/2" - treated	1,089.00 SF	2.07	64.03	463.64	2,781.90	(0.00)	2,781.90
24. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	33.58 SQ	39.22	0.00	263.40	1,580.41	(0.00)	1,580.41
28. 3 tab - 25 yr. - comp. shingle roofing - w/out felt	37.00 SQ	162.69	180.82	1,240.06	7,440.41	(0.00)	7,440.41
29. Roofing felt - 15 lb.	33.58 SQ	23.18	11.73	158.02	948.13	(0.00)	948.13
30. R&R Drip edge	259.66 LF	1.87	8.41	98.80	592.78	(0.00)	592.78
32. R&R Flashing - pipe jack - 6"	2.00 EA	49.47	2.70	20.34	121.98	(0.00)	121.98



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

CONTINUED - shelter roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
33. R&R Continuous ridge vent - shingle-over style	94.17 LF	7.10	16.10	136.94	821.64	(0.00)	821.64
Totals: shelter roof			283.79	2,381.20	14,287.25	0.00	14,287.25

Garage

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
34. woodl siding - Detach & reset*	32.00 SF	1.53	0.06	9.82	58.84	(0.00)	58.84
35. Carpenter - General Framer - per hour To reset framing.	4.00 HR	50.86	0.00	40.68	244.12	(0.00)	244.12
36. R&R Jamb and trim for overhead door unit	64.00 LF	6.68	18.16	89.14	534.82	(0.00)	534.82
38. Paint door or window opening - Large - 2 coats (per side)	1.00 EA	21.31	0.26	4.32	25.89	(0.00)	25.89
48. Electrician - per hour hours to detach and reset cable in wall.	4.00 HR	61.34	0.00	49.08	294.44	(0.00)	294.44
Totals: Garage			18.48	193.04	1,158.11	0.00	1,158.11

Lodge

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
39. R&R Metal roofing - corrugated - 26 gauge	576.00 SF	4.44	39.05	519.32	3,115.81	(0.00)	3,115.81
40. Roofer - per hour To secure main roof panels back to roof.	4.00 HR	93.67	0.00	74.94	449.62	(0.00)	449.62
41. Tree - removal from lodge 24"+*	4.00 EA	843.66	0.00	674.92	4,049.56	(0.00)	4,049.56
Totals: Lodge			39.05	1,269.18	7,614.99	0.00	7,614.99

Security pole

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
-------------	----------	------------	-----	-----	-----	---------	-----



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

CONTINUED - Security pole

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
44. R&R Surveillance pole & brackets for cameras	1.00 EA	1,536.27	81.84	323.62	1,941.73	(0.00)	1,941.73
Totals: Security pole			81.84	323.62	1,941.73	0.00	1,941.73

Pump house

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
42. Tree - removal from pump house 24"+*	1.00 EA	843.66	0.00	168.74	1,012.40	(0.00)	1,012.40
Totals: Pump house			0.00	168.74	1,012.40	0.00	1,012.40

Play ground

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
45. Tree - removal from playground 24"+*	3.00 EA	843.66	0.00	506.20	3,037.18	(0.00)	3,037.18
Totals: Play ground			0.00	506.20	3,037.18	0.00	3,037.18
Total: Main Level			801.72	8,886.16	53,316.83	0.00	53,316.83

Picnic table

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
47. Tree - removal from picnic tables 24"+*	4.00 EA	843.66	0.00	674.92	4,049.56	(0.00)	4,049.56
Totals: Picnic table			0.00	674.92	4,049.56	0.00	4,049.56
Line Item Totals: CITYOFWYOMING			801.72	9,729.82	58,378.79	0.00	58,378.79



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

Grand Total Areas:

2,189.08 SF Walls	4,172.41 SF Ceiling	6,361.49 SF Walls and Ceiling
4,172.41 SF Floor	463.60 SY Flooring	273.63 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	273.63 LF Ceil. Perimeter
4,172.41 Floor Area	4,253.60 Total Area	2,189.08 Interior Wall Area
2,247.80 Exterior Wall Area	380.95 Exterior Perimeter of Walls	
3,358.31 Surface Area	33.58 Number of Squares	519.32 Total Perimeter Length
94.17 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Lodge	10,741.66	18.40%	10,741.66	18.40%
garage	863.67	1.48%	863.67	1.48%
Contents	4,049.56	6.94%	4,049.56	6.94%
Restroom Shelter	34,560.38	59.20%	34,560.38	59.20%
Property in Open	8,163.52	13.98%	8,163.52	13.98%
Structures other than building	0.00	0.00%	0.00	0.00%
Total	58,378.79	100.00%	58,378.79	100.00%



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

Summary for Lodge

Line Item Total	8,854.12
Material Sales Tax	97.24
	<hr/>
Subtotal	8,951.36
Overhead	895.15
Profit	895.15
	<hr/>
Replacement Cost Value	\$10,741.66
Net Claim	\$10,741.66
	<hr/> <hr/>

Chad Ziesmer
Adjuster



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

Summary for garage

Line Item Total	701.23
Material Sales Tax	18.48
Subtotal	719.71
Overhead	71.98
Profit	71.98
Replacement Cost Value	\$863.67
Net Claim	\$863.67

Chad Ziesmer
Adjuster



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

Summary for Contents

Line Item Total	3,374.64
Overhead	337.46
Profit	337.46
	<hr/>
Replacement Cost Value	\$4,049.56
Net Claim	\$4,049.56
	<hr/> <hr/>

Chad Ziesmer
Adjuster



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

Summary for Restroom Shelter

Line Item Total	28,208.71
Material Sales Tax	591.63
Subtotal	28,800.34
Overhead	2,880.02
Profit	2,880.02
Replacement Cost Value	\$34,560.38
Net Claim	\$34,560.38

Chad Ziesmer
Adjuster



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

Summary for Property in Open

Line Item Total	6,708.55
Material Sales Tax	94.37
Subtotal	6,802.92
Overhead	680.30
Profit	680.30
Replacement Cost Value	\$8,163.52
Net Claim	\$8,163.52

Chad Ziesmer
Adjuster



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (6%)	Storage Tax (6%)
Line Items	4,864.91	4,864.91	801.72	0.00
Total	4,864.91	4,864.91	801.72	0.00



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

Recap by Room

Estimate: CITYOFWYOMING

Bridge		843.66	1.76%
Coverage: Lodge	100.00% =	843.66	
Area: Main Level			
concrete pad		1,797.64	3.76%
Coverage: Property in Open	100.00% =	1,797.64	
shelter		18,044.79	37.71%
Coverage: Lodge	8.08% =	1,458.34	
Coverage: Restroom Shelter	91.92% =	16,586.45	
shelter roof		11,622.26	24.29%
Coverage: Restroom Shelter	100.00% =	11,622.26	
Garage		946.59	1.98%
Coverage: Lodge	25.92% =	245.36	
Coverage: garage	74.08% =	701.23	
Lodge		6,306.76	13.18%
Coverage: Lodge	100.00% =	6,306.76	
Security pole		1,536.27	3.21%
Coverage: Property in Open	100.00% =	1,536.27	
Pump house		843.66	1.76%
Coverage: Property in Open	100.00% =	843.66	
Play ground		2,530.98	5.29%
Coverage: Property in Open	100.00% =	2,530.98	
<hr/>			
Area Subtotal: Main Level		43,628.95	91.18%
Coverage: Lodge	18.36% =	8,010.46	
Coverage: garage	1.61% =	701.23	
Coverage: Restroom Shelter	64.66% =	28,208.71	
Coverage: Property in Open	15.38% =	6,708.55	
Picninc table		3,374.64	7.05%
Coverage: Contents	100.00% =	3,374.64	
<hr/>			
Subtotal of Areas		47,847.25	100.00%
Coverage: Lodge	18.50% =	8,854.12	
Coverage: garage	1.47% =	701.23	
Coverage: Contents	7.05% =	3,374.64	
Coverage: Restroom Shelter	58.96% =	28,208.71	
Coverage: Property in Open	14.02% =	6,708.55	
<hr/>			
Total		47,847.25	100.00%



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

Recap by Category

O&P Items			Total	%
CONCRETE & ASPHALT			527.04	0.90%
Coverage: Property in Open	@	100.00% =	527.04	
GENERAL DEMOLITION			19,623.97	33.61%
Coverage: Lodge	@	22.83% =	4,480.50	
Coverage: garage	@	0.23% =	45.44	
Coverage: Contents	@	17.20% =	3,374.64	
Coverage: Restroom Shelter	@	35.93% =	7,050.74	
Coverage: Property in Open	@	23.81% =	4,672.65	
ELECTRICAL			3,492.06	5.98%
Coverage: Lodge	@	7.03% =	245.36	
Coverage: Restroom Shelter	@	92.97% =	3,246.70	
ELECTRICAL - SPECIAL SYSTEMS			2,912.36	4.99%
Coverage: Lodge	@	48.19% =	1,403.50	
Coverage: Property in Open	@	51.81% =	1,508.86	
FINISH CARPENTRY / TRIMWORK			382.08	0.65%
Coverage: garage	@	100.00% =	382.08	
FRAMING & ROUGH CARPENTRY			7,448.03	12.76%
Coverage: garage	@	2.73% =	203.44	
Coverage: Restroom Shelter	@	97.27% =	7,244.59	
LIGHT FIXTURES			88.50	0.15%
Coverage: Restroom Shelter	@	100.00% =	88.50	
PAINTING			1,779.37	3.05%
Coverage: garage	@	1.20% =	21.31	
Coverage: Restroom Shelter	@	98.80% =	1,758.06	
ROOFING			10,645.74	18.24%
Coverage: Lodge	@	25.59% =	2,724.76	
Coverage: Restroom Shelter	@	74.41% =	7,920.98	
SIDING			48.96	0.08%
Coverage: garage	@	100.00% =	48.96	
SOFFIT, FASCIA, & GUTTER			899.14	1.54%
Coverage: Restroom Shelter	@	100.00% =	899.14	
O&P Items Subtotal			47,847.25	81.96%
Material Sales Tax			801.72	1.37%
Coverage: Lodge	@	12.13% =	97.24	
Coverage: garage	@	2.31% =	18.48	
Coverage: Restroom Shelter	@	73.80% =	591.63	
Coverage: Property in Open	@	11.77% =	94.37	
Overhead			4,864.91	8.33%
Coverage: Lodge	@	18.40% =	895.15	
Coverage: garage	@	1.48% =	71.98	
Coverage: Contents	@	6.94% =	337.46	
Coverage: Restroom Shelter	@	59.20% =	2,880.02	
Coverage: Property in Open	@	13.98% =	680.30	



The ASU Group

2120 University Park Dr.
Okemos, Mi. 48805-0077
800-820-8006

Profit			4,864.91	8.33%
Coverage: Lodge	@	18.40% =	895.15	
Coverage: garage	@	1.48% =	71.98	
Coverage: Contents	@	6.94% =	337.46	
Coverage: Restroom Shelter	@	59.20% =	2,880.02	
Coverage: Property in Open	@	13.98% =	680.30	
Total			58,378.79	100.00%

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM APOLLO FIRE EQUIPMENT
TO EXTEND THE BID FOR PUBLIC SAFETY DEPARTMENT
FIREFIGHTER COATS & BUNKER PANTS

WHEREAS:

1. As detailed in the attached Staff Report from the Public Safety Department, Apollo Fire Equipment is offering to extend the bid pricing for firefighter coats & bunker pants through December 31, 2014.
2. It is recommended the City Council accept the proposal from Apollo Fire Equipment.
3. The firefighter coats & bunker pants will be purchased on an as needed basis and funds are available in the Fire Fighting Uniform account number 101-337-33900-744000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Apollo Fire Equipment to extend the bid for Public Safety Department Firefighter Coats & Bunker Pants through December 31, 2014.
2. The 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 September 15, 2014.

ATTACHMENTS:
Staff Report
Proposal

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: September 8, 2014

SUBJECT: Firefighter Coats & Bunker Pants

FROM: Captain Kim Koster, Police & Fire Administration

MEETING DATE: September 15, 2014

RECOMMENDATION:

It is recommended the City Council accept Apollo Fire Equipment's offer to extend their current bid pricing as listed below for structural firefighter coats & bunker pants.

	Coat	Bunker Pants	Total Set	Additional Cost for Larger Waist Size (each)	Additional Cost for Longer Inseams (each)
Apollo Fire Equipment	\$912.00	\$631.00	\$1,543.00		
Time Emergency Equipment	\$885.00	\$665.00	\$1,550.00	\$198.50	\$65.00

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Apollo Fire Equipment has agreed to extend their May 14, 2013 bid pricing through December 31, 2014.

DISCUSSION:

On May 14, 2013, bids were received from two companies for structural firefighter coats and bunker pants. Forty-four invitations were sent to prospective bidders. Apollo Fire Equipment provided the most competitive price at the time and they have agreed to extend their May 14, 2013 pricing through December 31, 2014.

For the past several years, the Fire Department has purchased Janesville bunker pants and coats from Apollo. The company recently measured and fit many of our Paid-On-Call and Dual-Trained Employees (DTEs). The bid from Time Emergency Equipment proposed a different make and model of both coat and pant than what has been recently purchased. Maintaining consistency of brand and vendor throughout the initial fitting and replacement of worn equipment will allow for a more efficient and accurate procurement process.

The structural firefighting coats and bunker pants will be purchased on an as-needed basis. Sufficient funds have been allocated in the Fire Fighting Uniform account number 101-337-33900-744000.

Attachment:
Proposal

August 21, 2014

TO: Laura Jackson

FROM: Ronn Griffis
APOLLO FIRE EQUIPMENT

This letter is to inform you that Apollo Fire Equipment will extend our pricing for Turnout Gear through Dec 31, 2014. Your Purchase Contract No: 2014-00000074, Dated 7-17-2013. If you will contact me in December 2014 I will check to see if the pricing can be extended into 2015.

Thank you

Ronn Griffis
APOLLO FIRE EQUIPMENT

PH 231-865-6120
CELL 231-638-2707
ronn_griffis@yahoo.com

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM NYE UNIFORM COMPANY TO
EXTEND THE BID FOR PUBLIC SAFETY DEPARTMENT (POLICE & FIRE)
UNIFORM CLOTHING ITEMS

WHEREAS:

1. As detailed in the attached Staff Report from the Public Safety Department, Nye Uniform Company is offering to extend the bid pricing for the Public Safety Department uniform clothing items through July 31, 2015.
2. It is recommended the City Council accept the proposal from Nye Uniform Company.
3. The uniform clothing will be purchased on an as needed basis and funds are available in account numbers 101-305-30500-744000, 101-305-31000-744000, 101-305-31200-744000, 101-305-31500-744000, 101-305-31700-744000 and 101-337-33900-744000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Nye Uniform Company extending the bid for Public Safety clothing items through July 31, 2015.
2. The 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 September 15, 2014.

ATTACHMENTS:
Staff Report
Proposal

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: September 8, 2014

SUBJECT: Public Safety (Police & Fire) Uniform Clothing Items

FROM: Captain Kim Koster
Lt. James Maguffee

MEETING DATE: September 22, 2014

RECOMMENDATION:

It is recommended the City Council accept Nye Uniform Company's offer to extend their current bid for Public Safety (Police & Fire) uniform clothing items.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Nye Uniform has agreed to extend their June 4, 2013 bid pricing through July 31, 2015.

DISCUSSION:

On June 14, 2013, two responses were received in answer to our invitation to bid on Police Department uniform clothing items. Eighty-four invitations were sent to prospective bidders. Tele-Rad Inc did not include with their bid the Bid Proposal Form and the bid was not signed by an authorized representative and therefore was not considered for award of bid.

Nye Uniform Company submitted bid pricing for all items requested. Nye's location makes it quick and convenient for the Public Safety employees to be fitted, without needing an appointment, proving especially helpful when outfitting new hires and/or transfers.

The uniform clothing will be purchased on an as-needed basis. Sufficient funds have been allocated in the account numbers 101-305-30500-744000, 101-305-31000-744000, 101-305-31200-744000, 101-305-31500-744000, 101-305-31700-744000 and 101-337-33900-744000.

Attachments:

Letter from Nye Uniform Company
2013 Bid from Nye Uniform Company



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

City of Wyoming Purchasing

8/21/2014

Nye Uniform agrees to extend the current contracts on Police and Fire Department uniforms and accessories for an additional year. All prices and terms will remain unchanged until 7/31/2015.

As always, Nye Uniform thanks you for your business, and looks forward to another year working together.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Dumez", is written over a light blue horizontal line.

Todd Dumez
President

BID PROPOSAL FORM

POLICE DEPARTMENT UNIFORM CLOTHING ITEMS:

State bid price for police department uniform clothing items as per the bid specifications, delivered FOB City of Wyoming Police Department, 2300 DeHoop Ave. SW, Wyoming, Michigan 49509:

CAP:

State bid price per cap as per specifications:

\$ 79.99 each

SHIRTS:

Men's:

State bid price per **short sleeve** shirt as per specifications **with** front front zipper closure:

\$ 43.99 each

State bid price per **short sleeve** shirt as per specifications **without** front zipper closure:

\$ 40.99 each

State bid price per **long sleeve** shirt as per specifications **with** front front zipper closure:

\$ 49.99 each

State bid price per **long sleeve** shirt as per specifications **without** front zipper closure:

\$ 46.99 each

State per shirt bid price for tailoring (taking in) in the sides of shirts purchased under this bid from the bottom of the armpit to the bottom of the shirt (following delivery) so as to achieve a more presentable and neat fit:

\$ 6.99 per shirt

Women's:

State bid price per **short sleeve** shirt as per specifications **with** front zipper closure:

\$ 43.99 each

State bid price per **short sleeve** shirt as per specifications **without** front zipper closure:

\$ 40.99 each

State bid price per **long sleeve** shirt as per specifications **with** front zipper closure:

\$ 49.99 each

State bid price per **long sleeve** shirt as per specifications **without** front zipper closure:

\$ 46.99 each

State per shirt bid price for tailoring (taking in) in the sides of shirts purchased under this bid from the bottom of the armpit to the bottom of the shirt (following delivery) so as to achieve a more presentable and neat fit:

\$ 6.99 per shirt



TROUSERS:

Men's:

State bid price per trouser as per specifications (Dacron/Wool): \$ 93.99 each

State bid price per trouser as per specifications (100% Polyester): \$ 49.99 each

Women's:

State bid price per trouser as per specifications (Dacron/Wool): \$ 93.99 each

State bid price per trouser as per specifications (100% Polyester): \$ 49.99 each

NECKTIE:

State bid price per necktie as per specifications: \$ 3.99 each

RANK DESIGNATION STRIPES:

State bid price per pair of sergeant rank designation stripes as per specifications: \$ 3.50 per pair

CAR DUTY JACKET:

State bid price per car duty jacket as per specifications: \$ 289.99 each

PATROL SWEATER:

State bid price per patrol sweater as per specifications: \$ 84.99 each

FATIGUE UNIFORM CLOTHING ITEMS:

Trousers:

State bid price per trouser as per specifications: \$ 64.99 each

Shirts:

State bid price per shirt (long sleeve) as per specifications: \$ 54.99 each

State bid price per shirt (short sleeve) as per specifications: \$ 47.99 each

Long Sleeve Mock Turtle-Neck Shirt:

State bid price per mock turtle-neck shirt as per specifications: \$ 18.99 each

Patrol Dress Coat:

State bid price per patrol dress coat as per specifications: \$ 499.99 each

BIKE PATROL UNIFORM CLOTHING ITEMS:

Bike Pants:

State bid price per pants as per specifications: \$ 89.99 each

Bike Shorts:

State bid price per shorts as per specifications:

\$ 49.99 each

Bike Shirts:

State bid price per shirt as per specifications:

\$ 63.99 each

Bike Jacket:

State bid price per jacket as per specifications:

\$ 159.99 each

RESERVE VOLUNTEER FORCE PERSONNEL (RSVP) CLOTHING ITEMS:

Cap:

State bid price per cap as per specifications:

\$ 9.99 each

Trousers:

State bid price per trouser as per specifications:

\$ 31.99 each

Shirts:

State bid price per long sleeve shirt as per specifications:

\$ 32.99 each

State bid price per short sleeve shirt as per specifications:

\$ 29.99 each

Jacket:

State bid price per jacket as per specifications:

\$ 105.99 TD. each

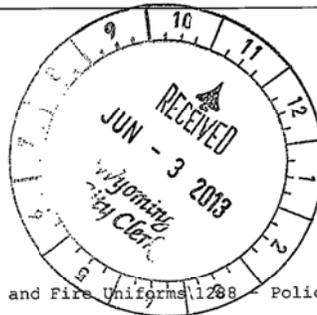
Belt:

State bid price per belt as per specifications:

\$ 17.99 each

State name and address and telephone number of local tailoring firm which you have made arrangements with to perform the shirt tailoring specified herein at the bid price submitted:

ALL DONE IN HOUSE AT MYE UNIFORM



[REDACTED]

FIRE DEPARTMENT UNIFORM CLOTHING ITEMS:

State bid price for fire department uniform clothing items as per the bid specifications, delivered FOB City of Wyoming, Central Fire Station, 1250 36th Street SW, Wyoming, MI 49509:

Trousers:

State bid price per trouser as per specifications:	Option 1	\$ <u>31.99</u>	each
	Option 2	\$ <u>46.99</u>	each
	Option 3	\$ <u>30.99</u>	each

Shirts:

State bid price per white short sleeve shirt as per specifications: \$ 28.99 each

State bid price per white short sleeve shirt as per specifications with 4" longer body length: \$ 28.99 each

State bid price per white long sleeve shirt as per specifications: \$ 31.99 each

State bid price per white long sleeve shirt as per specifications with 4" longer body and sleeve lengths: \$ 31.99 each

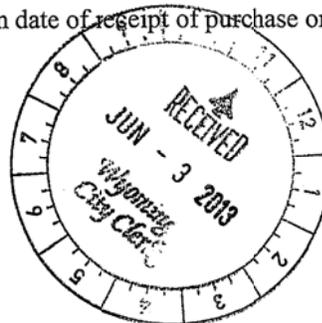
State bid price per light blue short sleeve shirt as per specifications: \$ 28.99 each

State bid prices per light blue short sleeve shirt as per specifications with 4" longer body lengths: \$ 28.99 each

State bid price per light blue long sleeve shirt as per specifications: \$ 31.99 each

State bid price per light blue long sleeve shirt as per specifications with 4" longer sleeve and body lengths: \$ 31.99 each

State number of days required for delivery from date of receipt of purchase order: 15-30 days

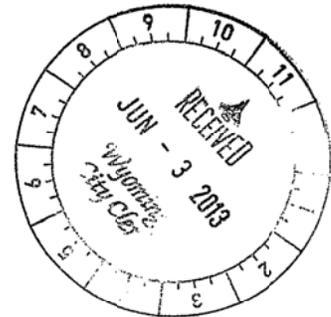


TERMS NET 30
COMPANY MYE UNIFORM COMPANY
ADDRESS 1030 SCRIBNER AVE NW
CITY GRAND RAPIDS, MI 49504 STATE MI ZIP 49504
AUTHORIZED BY (please print) TODD DUMEZ
AUTHORIZED SIGNATURE (required) *[Signature]* DATE _____
PHONE 616-459-5065 CELL PHONE _____
EMAIL Contact@myuniform.com
WEBSITE myuniform.com

All proposals are to be in sealed envelopes and plainly marked "BID FOR POLICE AND FIRE DEPARTMENT UNIFORM CLOTHING ITEMS". The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities, and to award the bid in a manner deemed to be in the best interest of the City.

BID DUE: 11:00 A.M.; Tuesday, June 4, 2013
Wyoming City Clerk's Office
1155 28th Street SW
P.O. Box 905
Wyoming, Michigan 49509-0905

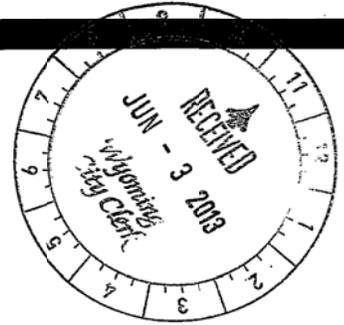
* See Bid Addendum For Pricing on LARGER
SIZE GARMENTS





UNIFORM

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



ADDENDUM TO BID

LITERATURE

Did Not Include Manufacturer Literature, As All Products Are As Specified (The Same Products Nye Has Supplied Both Departments For Over 10 Years).

PRICING

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

SHIRTS – Men’s Size 18 to 20 Neck (2XL & 3XL)
Women’s Size 2XL

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

SWEATERS/COATS – Size 2XL & 3XL

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

RETURNS

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

Embroidered/Customized Items Are Non-Returnable.
Defective Merchandise Still Under Warranty Will Be Repaired Or Replaced As Determined By Nye Uniform.

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

www.nyeuniform.com

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION
FOR THE PURCHASE OF TASERS

WHEREAS:

1. As detailed in the attached Staff Report, Michigan Taser has provided the City with a quotation for twenty-five (25) X26 Tasers in the total amount of \$29,997.35.
2. Funds for the purchase of the Tasers are available for purchase with the BYRNE grant funds.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the quotation from Michigan Taser for the purchase of twenty-five (25) new X26P Tasers in the total amount of \$29,997.35.
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 September 15, 2014.

ATTACHMENTS:
Staff Report
Quotation

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 9, 2014
Subject: Grant Purchase
From: Captain Kim Koster
Meeting Date: September 15, 2014

Recommendation:

It is recommended that the Wyoming City Council approve the utilization of 2011/2013 BYRNE Grant Funds to purchase twenty-five (25) new X26P Tasers. This new model Taser will replace one-third of our inventory of the soon-to-be discontinued X26 model Tasers which are currently being carried by Wyoming Department of Public Safety police personnel. Michigan Taser Distributing, our sole-source Taser provider, has advised that production and support of the current X26 model will be discontinued by the end of December, 2015.

Sustainability Criteria:

Environmental Responsibility – This proposal will have no impact on the environment or our natural resources.

Social Equity – According to statistics provided by Taser International, Inc., suspect injuries are reduced by 60% when less-lethal weapons are deployed.

Economic Strength – The use of Tasers reduces injuries to suspects and police officers which also reduce litigation and workers compensation issues.

Discussion:

The Wyoming Department of Public Safety maintains a Use-of-Force policy that requires officers to use only “the degree of force which is reasonably necessary to control the situation based on the totality of the circumstances”. Because there is no single type or amount of force that is effective in every situation, officers are equipped and trained to employ various types of less lethal tactics and weapons including the use of an Electronic Control Device (ECD) such as the Taser.

In 2006, the X26 Taser was issued to all uniformed patrol officers, warrant officers, community service officers and school resource officers. As stated above, the manufacturer of the X26 model advised that it will discontinue production in December of 2015. The new model, the X26P, will be its replacement. The X26P contains more reporting capabilities as it records every user action (on, off, trigger, etc.) and measures the output of each charge applied. These are all important pieces of information for supervisors to review when a deployment occurs.

The replacement of the remainder of our inventory will be accomplished through additional grant fund purchases combined with future budget appropriations.

Budget Impact:

The quote provided by our sole-source provider, Michigan Taser Distributing, is slightly lower than their state bid for these items. The total amount, \$29,997.35, includes 25 Tasers with the required accessories and a 4-year extended warranty (see attached bid). The price also includes a \$65 per unit credit for the trade-in value of our current model.

Sufficient funds for this purchase are available in the Federal Grants Justice Assistance BYRNE revenue account (#101-305-30700-507.000).



Michigan Taser Distributing

BID

10422 Londonderry Dr.
South Lyon, MI 48178

Office Fax #
248-446-0373 248-446-0378

www.michigantaser.com

Date	BID #
9/8/2014	3725

Name / Address
Wyoming Police Department Accounts Payable 2300 DeHoop Ave. SW Wyoming, Michigan 49509

Item	Description	Qty	Cost	Total
11002	X26P, Black, ECD only, no holster or power magazine	25	873.85	21,846.25
11004	X26P 4 Year Extended Warranty	25	269.99	6,749.75
22012	Tactical Performance Power Magazine, TPPM	28	52.95	1,482.60
11501	Holster, X26P, Black Hawk, Right Hand	25	51.75	1,293.75
2014 Trade-up Offer	2014 trade up offer, July - September	25	-65.00	-1,625.00
S & H	Shipping & Handling, (1.5% <\$5k, 1% >\$5k, .5% >\$25k) **\$7.50 Min.**		250.00	250.00
Total				\$29,997.35

Terms of Sale

*****All Sales are Final. Sales of Taser products are subject to Taser International's Warranty, Limitations and Release. See TASER's website (www.TASER.com) or contact this office for warranty provisions, warranty exclusions, release and any limitations of liability.*****

Shipping & Handling charges on net invoice price; 1.5% <\$5,000.00, 1% >\$5,000.00, .5% > \$25,000.00(\$7.50 min.)

QUOTES VALID 30 DAYS***TERMS: NET 10 DAYS ***** ALL SALES ARE FINAL**

All prices, specifications and terms are satisfactory and are hereby accepted. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Date: _____ Signature: _____

Title: Sole Source Letter for TASER International's AXON® Brand Products and EVIDENCE.com Services for the United States
Department: Marketing
Version: KAM031414
Release Date: 3/21/2014



17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.TASER.com

July 10, 2014

To: Michigan Law Enforcement Agency

Re: **Sole Source Letter for TASER International, Inc.'s Conducted Electrical Weapons**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured by TASER International and are only available for purchase through the authorized distributor listed below.

TASER CEW Descriptions

X2™ CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart™ cartridges only

X26P™ CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD

- AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

X26E™ CEW

- Integrated ultra-bright LEDs (low intensity illumination)
- Red LASER (used for target acquisition)
- Capable of drive-stun with either a deployed TASER cartridge, or without a TASER cartridge installed.
- Central Information Display (CID): 2-digit LED displays remaining battery energy percentage, burst time, unit temperature, illumination status, and time and date
- Ambidextrous safety switch with Safe "S" and Fire "F" denotation
- Unit stores time, date, burst duration, unit temperature, and remaining battery energy percentage for approximately 2,000 firings. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Capable of audio/video recording with optional TASER CAM recorder
- The trigger activates a 5-second cycle. The cycle can be stopped by placing the safety lever in the down (SAFE) position. Holding the trigger in will continue the discharge beyond 5 seconds.
- Compatible with TASER standard series CEW cartridges

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
 - TASER X2™ Models: 22002 and 22003
 - TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, and 26549
 - TASER X26P™ Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - X2 - 4-year extended warranty, item number 22014
 - X26 - 1-year extended warranty, item number 26730
 - X26 - 4-year extended warranty, item number 26744
 - X26P - 2-year extended warranty, item number 11008
 - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26 and X26P; required for these CEWs to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
4. TASER Smart™ cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
5. TASER CAM™ recorder Model: 26830 (full video and audio with ability to disable audio). This accessory can be downloaded by USB with the TASER CAM Download Kit Model: 26737. This item is only compatible with the X26 CEW.
6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. TASER CAM HD is compatible only with the X26P and X2

CEWs.

- TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
7. Power Modules (Battery Packs) for X26 CEW:
- Digital Power Magazine (DPM) Model: 26700
 - eXtended Digital Power Magazine (XDPM) Model: 26701
 - Controlled Digital Power Magazine (CDPM) Models: 26702 and 26703
8. Power Modules (Battery Packs) for X26P and X2 CEWs:
- Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
9. TASER Dataport Download Kits:
- Dataport Download Kit for the X26 Model: 26500
 - Dataport Download Kit for the X2 and X26P Model: 22013
10. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
11. Conductive Target front Model 80000 and Conductive Target back, Model 80001
12. CEW Holsters:
- Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26 holster by Blade-Tech Model: 44952
 - Left-hand X26 holster by Blade-Tech Model: 44953
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
Michigan Taser Distributing, Inc. 10422 Londonderry Drive South Lyon, Michigan 48178	TASER International, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local TASER authorized distributor or call us at 1-800-978-2737 with any questions.

Sincerely,



Jeff Kukowski
Chief Operating Officer
TASER International, Inc.

Smart, TASER CAM, X2, X26, X26P, and the 'Bolt Within Circle' logo are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.

RESOLUTION NO. _____

RESOLUTION TO APPROVE A BUDGET AMENDMENT
AND CHANGE ORDER RELATED TO THE PURCHASE OF
A FIRE APPARATUS AND ASSOCIATED EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report from the Public Safety Department, on May 5, 2014, the City Council approved Resolution number 24778 authorizing the purchase of a fire apparatus and related equipment from HME, Inc.
2. Purchase of additional equipment related to the fire apparatus will require the approval of a budget amendment in the amount of \$9,700.00.
3. A change order in the amount of \$4,901.00 related to the purchase of the apparatus is necessary as detailed in the attached staff report and funds for the change order are available in the General Fund account number 101-337-33900-947100.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the attached budget amendment for purchase of additional equipment related to the fire apparatus in the amount of \$9,700.00
2. The City Council does hereby approve a change order for the fire apparatus in the amount of \$4,901.00.

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 September 15, 2014.

ATTACHMENTS:
Budget Amendment
Staff Report
Change Order

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 9, 2014
Subject: Firefighting Apparatus
From: Captain Kim Koster
Meeting Date: September 15, 2014

RECOMMENDATION:

It is recommended that the City Council authorize the Change Order (dated 06/06/2014) for the new firefighting apparatus being purchased from HME, Inc., at an additional cost of \$4,901.00. It also requested that the City Council approve a budget amendment to provide \$9,700 in additional funds for the cost of related equipment.

SUSTAINABILITY CRITERIA:

Environmental Responsibility: The Change order for the apparatus and the additional related equipment will have no impact on the environmental quality.

Social Equity: The change order for the apparatus and the additional related equipment will have no impact on social equity.

Economic Strength: The change order and additional related equipment will make the apparatus more compatible with the needs of the personnel responsible for its operation and maintenance.

DISCUSSION:

On May 5, 2014, the City Council approved the purchase of one (1) Fire Department Mini-Pumper from HME, Inc. During the build-out process of the apparatus, minor changes were necessary that would enhance the operational use of the vehicle. The additional costs of these changes is \$4,901.00. These changes were performed by HME and included the installation of extra shelving for equipment, pull-out trays, and steps.

In addition to their approval of the apparatus purchase on May 5, 2014, the City Council approved the purchase of related equipment which was estimated at approximately \$20,000. The actual cost of for outfitting the new apparatus was \$29,700 which included a thermal imaging camera, tool mounting brackets, power equipment (K-12 & Hydrant pump), and other miscellaneous equipment.

BUDGET IMPACT:

The necessary funds for the change order are available in the General Fund account number 101-337-33900-947100.

The funds for the additional related equipment will require the approval of a budget amendment which authorizes \$9,700 to be transferred from the General Fund to the Fire Fighting budget account number 101-337-33900-985.000.



Post Award Change Order and Change Order SOR

HME, Incorporated

1950 Byron Center Avenue Wyoming, Michigan 49519
Phone 616.534.1463 Fax 616.534.1967

HME S/N: _____

Change Date: 6/6/14
~~11/7/2012~~

Department Name: 0

Change Order # _____

Pricing Window: _____

Item Number	QW Option # or SOR	Brief Description	Contract Change
1	1	Add running boards to the pump house	\$2,500.00
2	2	Add a full height vertical slide out tool board to the L3 compartment - adjustable left and right	\$379.00
3	3	Add one (1) additional shelf to the L1 and R1 compartments	\$794.00
4	4	Delete the pulout trays in the compartment bottoms	(\$668.00)
5	5	Remove/delete the suction hose rack over the left side compartments	(\$206.00)
6	6	Add one (1) hose bed divider.	\$528.00
7	7	Add a fixed vertical divider to the R1 compartment. It will be located 8" from the front ^{rear} bulkhead wall. The adjustable shelves will be mounted on the right side of the divider	\$1,250.00
8	8	Delete the current ladder configuration and add a 16' two section ladder.	\$326.00
10			
11			
12			
13			
14			
15		INVOICE ON SEPARATE INVOICE FOR THIS AMOUNT ONLY PLEASE	
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
24			
25			

The contract Sum will be increased / decreased by this amount for this page : \$4,901.00

Use (ctrl n) for duplication of this sheet

The DELIVERY TIME will be increased / decreased by this amount for this page : _____

[Handwritten Signature]
 Authorized Customer Signature
6/6/14
 Date

 Authorized Sales Representative Signature

 Date

THIS CHANGE ORDER IS NOT VALID UNTIL SIGNED BY ALL PARTIES AND ACCEPTED BY HME.

Form 421b - 11/07 Rev

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF COMPUTER EQUIPMENT & PERIPHERALS
THROUGH THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) -
THE NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (NASPO)

WHEREAS:

1. As detailed in the attached Staff Report from the City’s Director of Information Technology, it is recommended the City Council authorize the purchase of computer equipment and/or peripherals through WSCA-NASPO cooperative purchasing organizations awarded contractors.
2. The computer equipment and peripherals will be purchased on an as needed basis and funds are budgeted in the various departmental accounts with the appropriate account being charged at the time of acquisition.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of computer equipment & peripherals through the Western States Contracting Alliance (WSCA) - The National Association of State Purchasing Officials (NASPO).
2. The City Council does hereby authorize the City Manager to authorize future purchases of computer equipment and/or peripherals through the WSCA-NASPO Cooperative Purchasing Organization in accordance with budget approval.

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 September 15, 2014.

ATTACHMENT:

Staff Report

Heidi A. Isakson, Wyoming City Clerk

STAFF REPORT

DATE: September 4, 2014
SUBJECT: City Computer Equipment / WSCA-NASPO
FROM: Gail Jacobs, Director of Information Technology
MEETING DATE: September 15, 2014

Recommendation:

The current (Resolution No. 23409) WSCA-NASPO Cooperative Purchasing Organization master price agreement for computer equipment and peripherals expires on December 31, 2014. It is recommended that the City Council continue to authorize the purchase of computer equipment and/or peripherals utilizing (WSCA-NASPO) awarded contractors.

Sustainability Criteria:

Environmental Quality - Does not have a significant impact on environmental quality.

Social Equity - The primary purpose of (WSCA-NASPO) was to establish the means by which participating states could join together in cooperative multi-State contracting in order to achieve cost-effective and efficient acquisition of quality products and services. Everyone benefits from the use of cumulative volume-discounted contracts.

Economic Strength - As is our practice, computer equipment and/or peripherals would be replaced based upon maintaining our IT infrastructure to support enterprise technology solutions, facilitate interoperability and connectivity and support technologies and processes that increase service to our citizens and personnel.

Discussion:

There is no 'industry standard' per se regarding a replacement schedule, but most organizations who have developed a replacement policy have decided on a three-to-four year schedule. The three main reasons for computer equipment replacement are cost, productivity and maintenance. We have been stretching our equipment to a four-to-five year schedule and even longer in some instances. Decisions for replacements will be based upon ensuring our hardware keeps up with the latest enhancements to various software and/or technologies being used.

Budget Impact:

Funding for the purchase of computer equipment and/or peripherals is budgeted and available from the following funds: Information Technology #101-258-25800-984.017; Parks and Recreation #208-752-75200-984.017; Public Works #110-441-44100-984.017; Utilities/CWP #590-590-54400-984.017; and Utilities/WTP #591-591-57300-984.017.

End of Report

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM
TETRA TECH CONSULTING AND ENGINEERING FOR
PROFESSIONAL SERVICES TO ASSIST IN PHASE THREE IMPLEMENTATION
OF THE CONTROLLOGIX UPGRADE PROJECT

WHEREAS:

1. As detailed in the attached Staff Report from the Clean Water Plant Maintenance Supervisor, on August 20, 2012 the City Council approved Resolution number 24259 accepting a proposal from Tetra Tech to provide design services to replace the existing PLC's with ControlLogix Controllers.
2. Tetra Tech Consulting and Engineering has completed the design work for Phase 1 and 2 of this project and has provided the City with a proposal for Phase 3 in the amount of \$139,500.00.
3. Sufficient funds for the professional services are available in in the Sewer Fund Capital Outlay Account #590-590-54400-986444.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the proposal from Tetra Tech Consulting and Engineering for the professional services to assist in Phase 3 implementation of the ControlLogix upgrade project in the total amount of \$139,500.00.

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 September 15, 2014.

ATTACHMENTS:

Staff Report
Proposal

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

s:\purchasing\resolutions\fy14-15 resolutions\controllogix upgrade phase 3.docx

Staff Report

Date: September 8, 2014

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: September 15, 2014

Recommendation:

It is recommended that the City Council accept the professional services proposal from Tetra Tech Consulting and Engineering firm to continue to assist in the upgrade of the City of Wyoming Clean Water Plant's control system from Programmable Logic Controllers to ControlLogix Controllers. This proposal includes professional services for phases three, four and five of the five phase project. (Referred to as Phase 3 in the Tetra Tech Proposal)

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 – This upgrade is the final phase of an ongoing multi-phase project that has been spread over the course of the past two years, resulting in a smaller budget impact per fiscal year. As in the past, 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 that 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 original proposal, as submitted by Tetra Tech, is to replace the existing PLC's with ControlLogix Controllers in five different phases. Phases 1 and 2 were completed in budget year 2012 and 2013 via council resolution #24259 dated August 20, 2012. Phases 1 and 2 involved the upgrade of the existing PLC's in the Headworks and Raw Sewage buildings, and the Plant's main control room. The Tetra Tech Proposal for Phase 3, (Phases 3, 4, and 5 in Tetra Tech's original 2011 SCADA Planning and Recommendations Document) will encompass the remainder of the facility which includes the old Blower Building, the new Blower Building, the Odor Control Building, and the Aeration Control system. The cost for professional services provided by Tetra Tech for Phase 3 (Phases three, four and five) is \$139,500.00. 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 three 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 \$139,500.00. Sufficient funds exist in the Sewer Fund Capital Outlay Account #590-590-54400-986444.



TETRA TECH

August 19, 2014

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 III 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 conference call on Tuesday August 12th and your follow-up "ControlLogix Upgrade" document 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 and historian. It is our understanding that you prefer to replace the current BPP, BTPP, BPP2 and ACP Allen-Bradley PLC-5 processors including related I/O with Allen-Bradley ControlLogix L7x series processors and I/O. The end-goal is to achieve replacement of the ageing PLC-5 processors and related I/O for the entire plant.

Tetra Tech proposes an approach similar to phases I & II that essentially placed the new ControlLogix equipment in parallel with the existing PLC5 equipment then existing wiring was migrated on a rack-by-rack basis. At least one Wonderware computer would be updated to work with the new ControlLogix equipment and at the end of the project all computers would be updated.

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 method used for phases I & II.

Remote racks will be updated to communicate via Ethernet to communicate between the main PLC and remote I/O.

Tetra Tech
710 Avis Drive, Ann Arbor, MI 48108
Tel: 734.665.0800 Fax: 734.213.3002 www.tetratech.com



Tetra Tech has included a preliminary design review meeting to discuss the remote I/O network and other project related items as well as including a generous amount of onsite assistance time to assist plant staff with a smooth transition from the old PLC-5 equipment to the new ControlLogix equipment.

SCOPE OF WORK

- 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.
 - Bill of material to include all ControlLogix hardware and recommended version of RSLogix 5000 programming software.
- Convert BPP, BTPP, BPP2 & ACP 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.
 - Ethernet network will be upgraded to be compatible with the existing network and allow Ethernet input/output (I/O) traffic. Fiber optics will be utilized where possible.
 - The above task will include a recommended sequence of replacement document including notes on communication wiring upgrades.
 - Drawings will reflect changes in power feed.
 - Drawings will be updated to include dip-switch settings.
 - Drawings will include existing wire numbers, new I/O numbers and software references.
- Provide onsite system startup including the following tasks:
 - Onsite coordination of each PLC replacement (BPP, BTPP, BPP2 & ACP) – 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 a common firmware revision across the entire plant.
 - The current revision is 20.01.
- Update the Wonderware Intouch HMI to include the updated tag-name database.
 - Initially this will be completed on one HMI computer then when the hardware upgrade is complete all the HMI computers will be updated.
 - Note that this will cause operations staff to utilize two sets of HMI computers for control during the hardware upgrades which is similar to phases I & II.
- Update/redesign the PLC communication screen to show real-time communication between PLC and related input/output (I/O) racks.
- Update the Wonderware Historian tag-name database to communicate to the new ControlLogix PLC's.
- Full PLC startup and troubleshooting of each control panel (BPP, BTTP, BPP2 & ACP).
- Provide 16 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 24 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.



TETRA TECH

- 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 this project will be based on time and materials at a not to exceed fee of **\$139,500.00**.

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.

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,

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

Encl.: Standard Terms and Conditions

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY _____

TITLE _____ DATE _____

APPROVED AS TO FORM:



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 AUTHORIZE THE PURCHASE OF SUPPLIES FROM
IDEXX LABORATORIES FOR MICROBIOLOGICAL ANALYSIS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize the purchase of laboratory supplies from IDEXX Laboratories.
2. The laboratory uses two proprietary IDEXX methods known as QuantiTray and Sim Plate in the testing of drinking water and IDEXX Laboratories is the sole source for these products.
3. It is estimated that the annual expenditure for laboratory supplies from IDEXX Laboratories will total approximately \$60,000 and funds are available in account number 591-591-55310-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase of laboratory supplies from IDEXX Laboratories.
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 September 15, 2014.

ATTACHMENT:
Staff Report

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: September 4, 2014
Subject: IDEXX Purchases
From: Jaime Petrovich, Utilities Lab Manager
Meeting Date: September 15, 2014

Recommendation:

It is recommended that purchases from IDEXX continue to be allowed on an as-needed basis, up to an estimated amount of \$60,000.

Sustainability Criteria:

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

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

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

Discussion:

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

Budget Impact:

We have a standing order for one case of IDEXX QuantiTrays (100 trays/case), six cases of bottles (200 bottles/case), three boxes of Colilert media (200 tests/box), seven cases of sterile dilution water (10 bottles/case), and six SimPlate kits (100 tests/kit) every month. We periodically order an additional box of something if we're running low, but the standing order pretty much covers our needs.

The attached quote from IDEXX gives unit pricing for the supplies described above. The cost is \$4,427.69 for product plus \$186.91 for shipping, for a monthly total of \$4,614.60. The grand total for the year is \$55,375.20.

Allowing for the extra order in case of emergencies or an increase in sample load would put us at a **maximum annual expense of \$60,000 per year, including shipping.** I recommend that the Council provide approval to continue to make this purchase on an as-needed basis. The ledger account 591-591-55310-740000 is the account we use for these purchases.



Henry McCall (Operator 1) performing microbiological analysis using IDEXX SimPlate.



Regulatory compliance drinking water samples collected in IDEXX sterile bottles.



IDEXX SimPlates and QuantiTray samples in the incubator.