

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 18, 2018, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Heather Strooboscher, Calvary Christian Reformed
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) **Pledge of Allegiance**
- 4) **Roll Call**
- 5) **Student Recognition**
- 6) **Approval of Minutes**
From the June 4, 2018 Regular Meeting
- 7) **Approval of Agenda**
- 8) **Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) **Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) **Presentations and Proclamations**
 - a) Presentations
 1. Wyoming Tree Commission
 2. The Rapid, Peter Varga and Michael Bulthuis
 - b) Proclamations
- 11) **Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) **Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) **Budget Amendments**
 - a) Budget Amendment No. 69 – To Appropriate \$16,765.72 of Budgetary Authority for Capital Projects for the District Court and Recognize Additional Revenue of \$6,765.72 From the State of Michigan
 - b) Budget Amendment No. 71 – To Appropriate \$70,000.00 of Additional Budgetary Authority to Provide Additional Funding for Street Lighting Utility Costs

14) Consent Agenda

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

- a) To Reappoint members to the Historical Commission and Planning Commission for the City of Wyoming
- b) To Reappoint members to the Construction Board of Appeals, Housing Commission and Tree Commission for the City of Wyoming
- c) To Reappoint Members to Boards, Commissions, and Committees for the City of Wyoming

15) Resolutions

- d) To Amend a Portion of the City of Wyoming Fee Schedule
- e) To Correct the Special Assessment Roll for the 56th Street Improvements from Byron Center Avenue to Ivanrest Avenue, Special Assessment Roll 18-801
- f) To Authorize the Mayor and City Clerk to Enter into Cooperative 21st Century Community Learning Center Agreements with Wyoming Public Schools (Cohorts H, I-1, I-2, and K)
- g) To Approve Water and Sanitary Sewer Connection to 1270 – 60th Street and Transfer of Property as Part of the 425 Agreement for the West M-6 Industrial Park Development
- h) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 70)

16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts

- i) Authorizing the Mayor and City Clerk to Execute a License Agreement with Consumers Energy for the Rehabilitation of the Inter Urban Non-Motorized Trail from 50th Street to 32nd Street in the City of Wyoming
- j) To Authorize the Wyoming Brownfield Redevelopment Authority to Apply for and Secure a Grant and Loan from the Michigan Department of Environmental Quality and to Authorize Execution of an Agreement with CWD 2757 44th, LLC
- k) For Award of Bids
 - 1. Electrical Supplies
 - 2. Disposable Paper Products & Cleaning Supplies

17) Ordinances

- 9-18 To Amend Section 10-179(4)(c) of the Code of the City of Wyoming (Final Reading)
- 11-18 To Revise Section 30-203 (1) and Add Section 30-203 (1) and Add Section 30-203 To Chapter 30 of the Code of the City of Wyoming Entitled “Water Well Restriction” (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting’s agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: June 18, 2018

Budget Amendment No. 071

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$70,000.00 of additional budgetary authority to provide additional funding for street lighting utility costs.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Public Works - Public Works-Street Lighting - Public Utilities				
101-441-44800-920.000	900,000.00	70,000.00		970,000.00
Fund Balance/Working Capital (Fund 101)		-	70,000.00	

Recommended:

Kate Barton
Senior Accountant

Andy Lee
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2017-2018 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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 REAPPOINT MEMBERS TO THE
HISTORICAL COMMISSION AND PLANNING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Historical Commission and Planning Commission expires on June 30, 2018.
2. It is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Historical Commission and Planning Commission for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Historical Commission</u>	
Jackie Moore	06/30/2021
Ronald Strauss	06/30/2021
Catherine Bueche	06/30/2021
 <u>Planning Commission</u>	
James DeLange	06/30/2021
David Micele	06/30/2021
Alex Smart	06/30/2021

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of members to the Historical Commission and Planning Commission for the City of Wyoming to the terms so stated.

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 June 18, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO THE CONSTRUCTION BOARD OF APPEALS, HOUSING COMMISSION AND TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members for the Construction Board of Appeals, Housing Commission, and Tree Commission expires on June 30, 2018.
2. It is the recommendation of the City Manager that the following members be reappointed to serve on the Construction Board of Appeals, Housing Commission and Tree Commission:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Construction Board of Appeals</u>	
Richard Postema	06/30/2021
Joe Simon	06/30/2021
<u>Housing Commission</u>	
Jennifer Stowell	06/30/2023
<u>Tree Commission</u>	
Estelle Slootmaker	06/30/2022

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to reappoint members to the Construction Board of Appeals, Housing Commission, and Tree Commission for the City of Wyoming to the term so stated.

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 June 18, 2018.

 Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO BOARDS, COMMISSIONS, AND
COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. Term of office for some members of various Boards, Commissions and Committees expires on June 30, 2018.
2. It is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Building Authority</u> Curtis Holt	06/30/2021
<u>Community Development Committee</u> Deborah Krenz Christopher Hall Jill DeJager	06/30/2020 06/30/2020 06/30/2020
<u>Community Enrichment Commission</u> Marietta Sutton Vicki Briggs Renee Gardner	06/30/2021 06/30/2021 06/30/2021
<u>Housing Board of Appeals</u> Daniel Beal	06/30/2023
<u>Parks & Recreation Commission</u> Douglas Wustman Douglas Broek	06/30/2021 06/30/2021

06/18/18
Clerk/IJ

WKTU Commission
Hung Nguyen

06/30/2021

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 June 18, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AMEND A PORTION OF THE
CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes by resolution certain fees.
2. From time to time information related to fees is reviewed to ensure they cover related costs.
3. Section II of the existing Fee Schedule is in need of amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to Section II – Building Inspections Department.

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 June 18, 2018.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:

Proposed Fee Schedule

II - BUILDING INSPECTIONS DEPARTMENT

APPEALS:

Construction Board of Appeals	\$ 350.00
Housing Board of Appeals	200.00
Zoning Board of Appeals	
Residential (one - and two-family) and accessory uses	275.00
All other uses	525.00
Interpretations	250.00
Special meeting (requested by petitioner)	300.00

For the purpose of computing fees based on valuation, all construction cost other than for residential buildings, including underground and surface improvements, shall be based upon the value of cost of a building project as determined by the contract price, including all subcontracts such as electrical, plumbing, mechanicals, parking lots, etc. The building applicant shall present evidence of these costs to the Building Official.

Fee for work without a permit:

If any work is commenced before a permit is obtained, an administrative investigation and process fee equivalent to 200% of the appropriate fee set forth herein shall be paid to the City before a permit is issued.

BUILDING PERMITS:

Commercial, industrial, and multi-family estimated construction value/permit formula:

Base Fee – first \$1,000 of value	60.00
\$1,000 - \$15 million cost – base fee & \$7.00 per \$1,000 value, plus 25% plan review	
\$15 million and over cost – use above rate, and then add \$5 per \$1,000 valuation and 20% plan review for balance of project value	

Construction costs for residential valuation computation (per sq. ft.)

1st Floor (including one bath)	70.00
2nd Floor	65.00
Unfinished walkout	2,000.00
Finished walkout area	25.00
Porches and decks (per sq. ft.)	15.00
Attached accessory buildings, garage, etc.	20.00
Detached accessory buildings, garage, etc. (more than 120 sq. ft.)	22.00
Fireplace chimney with one fireplace	2,000.00
Additional fireplace on same chimney	750.00
Extra full bath	3,500.00
Extra half bath	2,500.00

Miscellaneous building/land use fees:

Modular homes in parks	150.00
Sign permits (per sign):	
Pedestrian sign (annual)	35.00
Permanent	100.00

Portable (per week)	35.00
Temporary Signs (per week)	35.00
-including trailer mount, banners, flags, streamers, balloons	
-for specific requirements see City Zoning Code Chapter 90, Article XXIII Signs	

Swimming Pools:

Bonding and insurance fees related to Section 1906.1 of the City Code follow:

Construction bond	1,000.00
Insurance (City named as additional insured)	\$200,000.00
Swimming Pools (above ground)	90.00
Swimming Pools (in ground)	140.00

Gasoline, explosive oils and naphtha storage tank installation	140.00
Gasoline station storage tank permits (abandoned or closed gas stations, per tank)	70.00
Initial license	700.00
Annual renewal	350.00
Peat mining	
Initial license	700.00
Annual renewal	350.00
Zoning compliance letter	25.00

Extra Inspection: fees and deposits

1. Extra inspection fees and deposits shall apply only to projects where the building permit is issued for \$250,000 or less of construction value as determined by the Code. Permits for residential barrier free entry ramps and residential siding installations are exempt from deposits.
2. "Extra inspection" shall mean any building inspection in addition to the inspections listed below:
 - a. Residential house, addition and alteration permits: foundation rough-in, final, plus one additional;
 - b. Residential garage, pools, and miscellaneous permits: 2 inspections;
 - c. Commercial/industrial/multi-family permits: foundation, rough, firestop, final plus one addition; and
 - d. Sign permits: 2 inspections.
3. A fee of \$40.00 shall be charged for each extra inspection.
4. A fee of \$60.00 per inspection shall be charged for requested inspections where no permit is required.
5. Deposits for extra inspection fees:

Each building permit applicant shall pay a \$120.00 deposit in addition to any permit fees. The deposit will be held by the City and shall be refunded at the close of the permit if extra inspections are not required. Any extra inspections shall be charged against the deposit

balance (at a rate of \$40.00 per inspection). If the balance becomes zero, the City may issue a stop-work order until an additional deposit of \$120.00 is paid. Expired permits and occupancy or use prior to receiving final approval or a Certificate of Occupancy shall result in forfeiture of the deposit.

6. Under special circumstances, an inspector, with the approval of the Chief Inspector, may waive an extra inspection fee.

Electrical Permits:

Electrical Application fee (Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Each additional Inspection	40.00
Minimum fee, new construction	
Single-family (this fee covers all wiring installed) (MI Residential Code, includes three inspections)	200.00
Special Inspection (per hour for carnival, fair, event, etc.)	60.00
Conduit or grounding only	45.00
Written report (per hour)	60.00
Certificates	60.00
Hazardous Location Doubles Permit Total Fee	double
Services and subpanels	
Meter Set or Mast Repair	10.00
Temporary Service (each location)	17.00
Up to 200 Amp	17.00
Over 200 – thru 600 Amp	30.00
Over 600 – thru 1000 Amp	60.00
Over 1000 Amp / GFPE / Over 600 V	100.00
Alternative Power (Solar, Wind, etc)	
System and first 10 KW	40.00
Each additional 1 KW	4.00
Fire Alarms	
System and up to 10 devices	60.00
Each additional device	6.00
Circuits of wiring	
General Branch Circuit	10.00
Lighting Branch Circuit	10.00
Addition, alteration, repair existing, replace per 25 devices or lighting	10.00
Electric Range	10.00
Electric Dryer	10.00
A/C	10.00
Furnace	10.00
Microwave	10.00
Electric Water Heater	10.00
Vehicle Charging Station	20.00
Heating Device (per 5000 Watts)	10.00
Pool/Hot Tub (bonding, motor, light and includes 2 inspections)	60.00
Other Fixed Appliances	10.00
Signs	
Illuminated signs, per circuit	20.00

Neon Trans / LED power supplies (per unit)	20.00
Bus Ducts and Feeders	
Feeders (per 50')	11.00
Bus Duct (per 50')	11.00
Motors, Generators, Transformers (per HP or KVA)	
Up to 5 HP/KVA	10.00
Over 5 – thru 75 HP/KVA	25.00
Over 75 HP/KVA	50.00
1. Electrical contractor's license, \$60 for term of license.	
2. Facility Contractors License \$60 for term of license.	
3. Fire alarm contractor, \$60 for term of license.	
4. Sign specialty contractor, \$60 for term of license.	
Mechanical (Heating, Cooling, Air Conditioning) Permits:	
Mechanical Application fee (Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Commercial	
Underground Inspection	40.00
Rough-In Inspection	40.00
Final Inspection	40.00
Additional Inspections	40.00
A/C, Refrigeration Self-Contained	20.00
A/C Refrigeration Split System	30.00
Chillers	95.00
Chimney Factory Built / Chimney Liner	30.00
Compressors	45.00
Condensers	45.00
Cooling Towers	45.00
Evaporator Coils	30.00
Gas/Oil Burning Equipment/Roof Top Unit	35.00
Heaters (unit, space, water, gas logs, gas fireplace)	15.00
Kitchen Hoods (add duct work)	30.00
Solar Equipment Panels (including piping)	25.00
Solid Fuel Equip. (wood or fireplace stoves)	30.00
Tanks	13.00
Testing	40.00
Ventilation Units and Exhaust fans	
1 to 2,000 CFM	7.00
2,001 CFM to 10,000 CFM	35.00
Over 10,000 CFM	65.00
Air Handler Units	
1 to 2,000 CFM	20.00
2,001 CFM to 10,000 CFM	40.00
Over 10,000 CFM	65.00
Miscellaneous Commercial	
Air Cleaners and Humidifiers	10.00
ERV or HRV	10.00
Heat Pumps or VAV Boxes	10.00

PTACS	10.00
Commercial & Residential (based on each item bid price) Ductwork, Fire Suppression, Gas Piping, and Process Piping	
Bid Price under \$3,000	30.00
\$3,000 - \$7,999	40.00
\$8,000 - \$10,999	55.00
\$11,000 - \$15,000	70.00
Over \$15,000	(\$70.00 plus \$11 for each \$3,000 over \$15,000)
Residential	
Final Inspection	40.00
Additional Inspections	40.00
Air Conditioning Units	30.00
Bath and Kitchen Exhaust Fans	5.00
Chimneys Factory Built Class A	10.00
Chimney Liners	5.00
Heaters (unit, space, gas logs, gas fireplace)	15.00
Heating System (furnaces add ductwork)	50.00
Humidifiers	5.00
Solid Fuel Equip. (wood or fireplace stoves)	20.00
Water Heaters (new construction)	5.00
Residential Replacement Equipment	
Air Conditioning Units / Heat Pumps	20.00
Furnaces	20.00
Water Heaters	5.00
1. Mechanical contractor's license, \$15.00 for term of license.	
Plumbing Permits:	
Plumbing Application Fee	
(Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Each additional Inspection	40.00
Schedule of Plumbing Equipment	
Backflow Preventer	5.00
Backwater Valve	5.00
Bath Tub / Shower	5.00
Catch Basin, Sump, Roof Drain	5.00
Dishwashing Machine	5.00
Drinking Fountain	5.00
Floor Drain	5.00
Garbage Disposal	5.00
Grease Trap, Oil Separator	5.00
Laundry Tray, Stand Pipes	5.00
Lavatory	5.00
Lawn Sprinkler	5.00
Refrigerator, Ice Machine, Water Connected Appliances	5.00
Sink, 3 Compartment Pot & Pan	5.00
Sink, Kitchen	5.00
Sink Slop/Service	5.00
Stacks: Soil, Waste, Vent, Re-Vent	5.00
Urinal	5.00

Water Heater	5.00
Water Closet	5.00
Water Distribution Pipe Interior	
3/4" Water Distribution	6.00
1" Water Distribution	10.00
1 – 1/4" Water Distribution	20.00
1 – 1/2" Water Distribution	25.00
2" Water Distribution	30.00
Over 2" Water Distribution	35.00
Medical Gas – License Required	
Medical Gas Piping (per outlet)	5.00
Medical Gas Systems	50.00
Exterior Work Only	
Storm Sewer	60.00
Water Service	60.00
Sanitary Sewer	60.00

1. Plumbing license registration, Master \$15.00 for term of license.

Rental Inspection Fees	
Rental properties with 4 or more rental units:	
Initial inspection fee, per unit inspected	118.00
Re-inspection fee, per unit inspected	90.00
Rental properties with less than 4 rental units:	
Initial inspection fee, per unit inspected	175.00
Re-inspection fee, per unit inspected	111.00
Unregistered or uncertified rental properties	500.00
Manufactured Homes within a community:	
Initial inspection fee, per unit inspected	118.00
Re-inspection fee, per unit inspected	90.00

Vacant Building fees:	
Vacant building inspection	50.00
Vacant or Abandoned Residential Repair Permit (six month permit)	275.00

RESOLUTION NO. _____

RESOLUTION TO CORRECT THE SPECIAL ASSESSMENT ROLL FOR THE
56TH STREET IMPROVEMENTS FROM BYRON CENTER AVENUE TO
IVANREST AVENUE, SPECIAL ASSESSMENT ROLL 18-801

WHEREAS:

1. The Special Assessment Roll 18-801 for constructing the 56th Street Improvements from Byron Center Avenue to Ivanrest Avenue was confirmed on March 19, 2018.
2. The Wilma Beld Trust has executed a Restrictive Covenant and is willing to refrain from connecting to the watermain and sanitary sewer in 56th Street for a period of ten years in exchange for the City not constructing water services and sanitary laterals as follows:
 - a. Wilma Beld Trust – Delete four (4) one inch water services and three (3) six inch sanitary laterals at 5620 Ivanrest Avenue.
3. Certain property owners were assessed for sidewalk along the side yard of their property in accordance with the Special Assessment policy, which is supported by historical appraisal information. One of the owners appealed their side yard sidewalk assessment, so the City contacted appraisers to confirm that the assessment was still in proportion to the benefit received by the property. The appraisers determined that there is no longer a financial benefit to a property from the addition of side yard sidewalk. Therefore, the Special Assessment policy is being revised and the following corrections to the Roll are needed:
 - a. Timothy P. Mellema – Delete 90 foot sidewalk assessment at 5613 Bayberry Farms Drive.
 - b. Brian and Abigail Matzke – Delete 92.8 foot sidewalk assessment at 5612 Bayberry Farms Drive.
 - c. South Wyoming United Methodist Church – Delete 113.5 foot sidewalk assessment at 2730 - 56th Street.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the changes to the 56th Street Special Assessment Roll 18-801 in the amount of \$15,473.76 for the deletion of the assessments levied against various parcels.

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 June 18, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENTS WITH WYOMING PUBLIC SCHOOLS (Cohorts H, I-1, I-2, and K)

WHEREAS:

1. The City desires to partner with Wyoming Public Schools to provide after-school programming for community youth.
2. It is recommended City Council authorize the Mayor and City Clerk to enter into agreements with Wyoming Public Schools from July 1, 2018 through August 30, 2018 for after-school programming at Kelloggsville Middle, Lee Middle, and Godwin Middle (Cohort H), and July 1, 2018 through June 30, 2019, to provide after-school programming at Parkview Elementary, Oriole Park Elementary, North Godwin Elementary, Lee Early Childhood Center, and West Kelloggsville Elementary (Cohort I-1), West Elementary, Gladiola Elementary, West Godwin Elementary, Godfrey Elementary, Southeast Kelloggsville Elementary (Cohort I-2), Wyoming Intermediate, Wyoming Junior High, Kelloggsville Middle, Lee Middle, and Godwin Middle (Cohort K).
3. All 21st Century Community Learning Center Grants (received by Wyoming Public Schools) cover all direct costs to the City with no matching funds required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into Cooperative 21st Century Community Learning Center agreements with Wyoming Public Schools, Cohort H, July 1, 2018 through August 30, 2018; and Cohorts I-1, I-2, K, for the period of July 1, 2018 through June 30, 2019 to provide after-school programming.

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 June 18, 2018.

ATTACHMENTS:
Staff Report
Agreements

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 4, 2018

Subject: Wyoming Public Schools 21st Century Learning Center Grant (Cohort H, I-1, I-2, K)

From: Rebecca Rynbrandt, Director of Community Services

Cc: Scott Bloem, Recreation Programmer II
Dr. Tom Reeder, Superintendent, Wyoming Public Schools
Craig Hoekstra, Superintendent (effective July 1, 2018), Wyoming Public Schools

Meeting Date: June 18, 2018

RECOMMENDATION:

It is recommended that the City Council approve agreements (3) with the Wyoming Public School District allowing for the partnership of implementing and managing the TEAM 21 after-school program within Wyoming Public Schools, Godfrey Lee Public Schools, Godwin Heights Public Schools, and Kelloggsville Public Schools districts.

SUSTAINABILITY CRITERIA:

Environmental Quality – TEAM 21 provides a safe, structured and nurturing environment for participating youth.

Social Equity – TEAM 21 provides after-school and summer programming that fosters academic, social, and emotional growth to students in schools where 75% or more of families qualify for free or reduced-cost school meals (140% federal poverty or below). The program is provided at no cost to participants.

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

Quality Customer Service – TEAM 21 has a demonstrated history of quality programming. In addition to recognition from organizations such as the Michigan Association of School Boards and the Michigan Municipal League, survey data from parents, students, and school staff show a highly favorable opinion of services provided by TEAM 21, which is consistent with and furthers the City's reputation and mission to provide its citizens with quality customer service.

DISCUSSION:

Multiple grants fund the TEAM 21 program and are authorized within five year funding cycles. While a collaborative program between multiple school districts and the City of Wyoming, the Wyoming Public School District is the grant awardee of record with the State of Michigan and acts as the fiduciary for fund distribution across all partners.

For the purpose of audit and grant records, individual agreements are required for each Cohort (grant) agreement. The following illustrates the number of years a grant for a particular Cohort has been awarded beginning July 1, 2018, followed by the schools and district impacted:

<u>Cohort Grant</u>	<u>Years (ending)</u>	<u>Locations</u>
H	5 (Aug. 2018)	Lee Middle School (Godfrey-Lee) Godwin Middle School (Godwin Heights) Kelloggsville Middle School (Kelloggsville)
I-1	5 (June 2019)	Parkview Elementary (Wyoming) Oriole Park Elementary (Wyoming) North Godwin Elementary (Godwin Heights) Godfrey-Lee Early Childhood Center (Godfrey-Lee) West Kelloggsville Elementary (Kelloggsville)
I-2	5 (June 2019)	West Elementary (Wyoming) Gladiola Elementary (Wyoming) West Godwin Elementary (Godwin Heights) Godfrey Elementary (Godfrey-Lee) Southeast Kelloggsville Elementary (Kelloggsville)
K	5 (June 2023)	Wyoming Intermediate School (Wyoming) Wyoming Junior High (Wyoming) Lee Middle School (Godfrey-Lee) Godwin Middle School (Godwin Heights) Kelloggsville Middle School (Kelloggsville)

BUDGET IMPACT:

Budget amendments will be processed by the Finance Director and presented to City Council for approval after July 1, 2018. The FY 2018-2019 budget cannot be amended until it is active, per the Finance Director.

The agreements ensure that City of Wyoming cash expenses related to the operation of TEAM 21 are fully reimbursed by the Wyoming Public School District.

The affected account numbers are:

Cohort H Grant: 208-752-761.09 – 706, 707, 715, 718, 719, 721, 740, 910 and 956

Cohort I-1 Grant: 208-752-761.10 – 706, 707, 715, 718, 719, 721, 740, 910 and 956

Cohort I-2 Grant: 208-752-761.11 - 706, 707, 715, 718, 719, 721, 740, 910 and 956

Cohort K Grant: 208-752-761.12 - 706, 707, 715, 718, 719, 721, 740, 910 and 956

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTERS AGREEMENT
(Cohort H)
JULY 1, 2018 to AUGUST 31, 2018**

This Cooperative 21st Century Community Learning Centers (21st CCLC) Agreement, entered into this ____ day of _____, 2018, between Wyoming Public Schools, hereinafter called "Wyoming" and City of Wyoming, hereinafter called the "City", may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

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

9. City will cooperate in preparation of all state and federal reports that apply to the 21st CCLC Grant.
10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.
11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	-
Salaries – Temporary	15,400.00
FICA	1,179.00
Hospitalization Insurance	580.00
Life Insurance	-
Pension – Pension	-
Pension – DC Plan	-
Pension – Health – DC	-
Workers Comp. Insurance	584.00
CIP & Longevity	-
Operating Supplies	-
Liability Insurance	341.00
Other Services	
Total	18,084.00

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

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

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

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end on the 31st of August, 2018.

CITY OF WYOMING

Dated: _____, 2018

By _____
Jack A. Poll, Mayor

Dated: _____, 2018

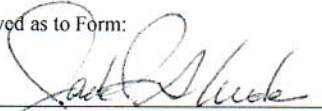
By _____
Kelli A. VandenBerg, City Clerk

WYOMING PUBLIC SCHOOLS

Dated: _____, 2018

By _____
Craig Hoekstra, Superintendent

Approved as to Form:



Jack R. Sluiter
City Attorney

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
(Cohort I-1)
JULY 1, 2018 to JUNE 30, 2019**

This Cooperative 21st Century Community Learning Center (21st CCLC) Agreement, entered into this ____ day of _____, 2018, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

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

8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.
9. City will cooperate in preparation of all state and federal reports that apply to the 21st CCLC Grant.
10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.
11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	19,607.00
Salaries – Temporary	409,446.00
FICA	32,835.00
Hospitalization Insurance	16,919.00
Life Insurance	28.00
Pension – Pension	5,900.00
Pension – DC Plan	1,569.00
Pension – Health – DC	820.00
Workers Comp. Insurance	16,237.00
CIP & Longevity	248.00
Operating Supplies	10,000.00
Liability Insurance	9,453.00
Other Services	9,700.00
Total	\$532,762.00

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

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

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

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

CITY OF WYOMING

Dated: _____, 2018

By _____
Jack A. Poll, Mayor

Dated: _____, 2018

By _____
Kelli A. VandenBerg, City Clerk

WYOMING PUBLIC SCHOOLS

Dated: _____, 2018

By _____
Craig Hoekstra, Superintendent

Approved as to Form:



Jack R. Sluiter
City Attorney

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
(Cohort I-2)
JULY 1, 2018 to JUNE 30, 2019**

This Cooperative 21st Century Community Learning Center (21st CCLC) Agreement, entered into this ____ day of _____, 2018, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

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

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

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

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

Salaries	19,607.00
Salaries – Temporary	411,196.00
FICA	32,969.00
Hospitalization Insurance	16,919.00
Life Insurance	28.00
Pension – Pension	5,900.00
Pension – DC Plan	1,569.00
Pension – Health – DC	820.00
Workers Comp. Insurance	16,302.00
CIP & Longevity	248.00
Operating Supplies	10,500.00
Liability Insurance	9,491.00
Other Services	9,670.00
Total	\$ 535,219.00

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

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

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

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 31st of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

Dated: _____, 2018

By _____
Jack A. Poll, Mayor

Dated: _____, 2018

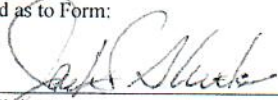
By _____
Kelli A. VandenBerg, City Clerk

WYOMING PUBLIC SCHOOLS

Dated: _____, 2018

By _____
Craig Hoekstra, Superintendent

Approved as to Form:



Jack R. Sluiter
City Attorney

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
(Cohort K)
JULY 1, 2018 to JUNE 30, 2019**

This Cooperative 21st Century Community Learning Center (21st CCLC) Agreement, entered into this ____ day of _____, 2018, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

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

- 9. City will cooperate in preparation of all state and federal reports that apply to the 21st CCLC Grant.
- 10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.
- 11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	26,142.00
Salaries – Temporary	361,190.00
FICA	29,641.00
Hospitalization Insurance	19,109.00
Life Insurance	37.00
Pension – Pension	7,870.00
Pension – DC Plan	2,092.00
Pension – Health – DC	1,090.00
Workers Comp. Insurance	14,653.00
CIP & Longevity	330.00
Operating Supplies	56,000.00
Liability Insurance	8,533.00
Other Services	25,650.00
Total	\$ 552,337.00

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

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

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

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 31st of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

Dated: _____, 2018

By _____
Jack A. Poll, Mayor

Dated: _____, 2018


By _____
Kelli A. VandenBerg, City Clerk

WYOMING PUBLIC SCHOOLS

Dated: _____, 2018

By _____
Craig Hoekstra, Superintendent

Approved as to Form.



Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO APPROVE WATER AND SANITARY
SEWER CONNECTION TO 1270 - 60TH STREET AND TRANSFER
OF PROPERTY AS PART OF THE 425 AGREEMENT FOR THE
WEST M-6 INDUSTRIAL PARK DEVELOPMENT

WHEREAS:

1. Gable Holdings II, L.L.C., owner of the West M-6 Industrial Park, is in the process of constructing an industrial development located south of 60th Street and east of Burlingame in Wyoming.
2. The West M-6 Industrial Park is located within Byron Township and on April 8, 2016, the City of Wyoming entered into a Conditional Transfer of Property Agreement (425 Agreement) to set conditions for the development to utilize City of Wyoming utilities and City services.
3. Included within the 425 Agreement and surrounded by the development is a residential property located at 1270 - 60th Street.
4. One stipulation of the 425 Agreement requires a resolution approving connection to City utilities and transfer to Wyoming services when the residential property owner at 1270 - 60th Street requests connection to Wyoming utilities.
5. The owner of 1270 - 60th Street has requested connection to Wyoming water and sewer per the requirements of the Agreement and seeks to follow through with the requirements of the 425 Agreement to transfer to the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the connection to the City of Wyoming's water and sanitary sewer at 1270 - 60th Street and approves the conditional transfer of property to the City of Wyoming per section 2.9-A-1 of the Conditional Transfer of Property Agreement entered into on April 8, 2016.

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 June 18, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement

Resolution No. _____

STAFF REPORT

Date: June 12, 2018

Subject: 1270 - 60th Street Property Transfer
West M-6 Industrial Park Plat – 425 Agreement

From: Russ Henckel, Assistant Director of Public Works - Engineering

Meeting Date: June 18, 2018

RECOMMENDATION:

Staff recommends that the City Council approve the water and sanitary sewer connection and property transfer of 1270 - 60th Street to the City of Wyoming per the stipulations of the Conditional Transfer of Property Agreement (425 Agreement) dated April 8, 2016, between the City of Wyoming and Byron Township.

SUSTAINABILITY CRITERIA:

Environmental Quality – Construction of water and sanitary sewer utilities benefit the environment and properties connected to the various systems.

Social Equity – Connection to utilities and property transfers are not influenced by issues involving social equity.

Economic Strength – The addition of the property will benefit both the City of Wyoming, by strengthening its tax base, and the individual property by receiving the services offered by a municipality.

Quality Service Impact – The connection to utilities and transfer of property to the City of Wyoming will provide the same quality service to 1270 - 60th Street as all other residents of Wyoming.

DISCUSSION:

The City of Wyoming entered into a Conditional Transfer of Property Agreement (425 Agreement) on April 8, 2016, with Byron Township regarding the West M-6 Industrial Park development south of 60th Street and west of Burlingame Avenue. The Agreement sets stipulations for the transfer of affected properties to connect to City of Wyoming utilities and transfer to the City of Wyoming. The majority of the affected properties transferred immediately upon signing the Agreement and are included within the West M-6 Industrial Park development. Another (residential) property located at 1270 - 60th Street is completely surrounded by the development and is identified in the 425 Agreement. Transfer of 1270 - 60th Street will occur when the owners request connection to public water or public sewer and a resolution is approved by Wyoming City Council and filed with the Kent County Clerk and Secretary of State.

The owners have requested connection to Wyoming water and sanitary sewer and a resolution has been prepared to approve said request as stipulated in the 425 Agreement.

It is recommended that the City Council hereby approves the connection to Wyoming utilities and the transfer of property to the City of Wyoming for 1270 - 60th Street per the 425 Agreement dated April 8, 2016.

BUDGET IMPACT:

There is no impact to the budget.

CONDITIONAL TRANSFER OF PROPERTY AGREEMENT

This Conditional Transfer of Property Agreement is made as of April 8, 2016, between the City of Wyoming, a Michigan home rule city with a principal office address of 1155-28th Street SW, Wyoming, MI 49509 (the "City") and Byron Township, a Michigan general law township with a principal office address of 8085 Byron Center Avenue, Byron Center, MI 49315 (the "Township").

RECITALS

A. 1984 PA 425, as amended, MCL 124.21 *et seq.* ("Act 425"), authorizes two or more "local units" of government to enter into an agreement providing for (i) the conditional transfer of property for the purpose of providing for and enhancing one or more economic development projects, (ii) the jurisdiction over the transferred property, (iii) the sharing of taxes and other specific revenues, and (iv) certain related matters as provided in Act 425.

B. The City and the Township are both "local units" as defined by Act 425.

C. Gable Holdings II, LLC ("Gable") has an interest as purchaser in following described Parcels 1, 2 and 3 in the Township, and Consumers Energy is the owner of the following described Parcel 4 in the Township (collectively the "Gable Property").

The land is in Byron Township, Kent County, Michigan and is described as follows:

Parcel 1: The North 280.5 feet of Northwest fractional 1/4, EXCEPT East 500 feet, Section 2, Town 5 North, Range 12 West. ALSO EXCEPTING THEREFROM that part deeded to the Michigan Department of Transportation as disclosed by Warranty Deed recorded in Liber 5145, page 142, Kent County Records. Tax Identification No. 41-21-02-100-054.

and

Parcel 2: The North fractional 1/4 of the Northwest fractional 1/4, Section 2, Town 5 North, Range 12 West, EXCEPT North 412.5 feet; also part of Southwest 1/4 of the Northwest fractional 1/4, commencing 1166.3 feet South 0 degrees 00 minutes along West section line from Northwest corner of said Section; thence South 89 degrees 22 minutes East 1323 feet more or less to the West 1/8 line; thence North 0 degrees 10 minutes West 14 feet, more or less along the West 1/8 line to North 1/8 line; thence North 89 degrees 23 minutes West along North 1/8 line 1322.95 feet to the West section line; thence South 0 degrees 00 minutes 33.62 feet to place of beginning. ALSO EXCEPTING THEREFROM that part deeded to the Michigan Department of Transportation as disclosed by Warranty Deed recorded in Liber 5145, page 142, Kent County Records. Tax Identification No. 41-21-02-100-056.

and

PARCEL 3: The North 280.5 feet of East 300 feet of Northwest fractional 1/4, Section 2, Town 5 North, Range 12 West. Tax Identification No. 41-21-02-100-003.

and

PARCEL 4: A strip of land 132 feet in width across the NW 1/4 of Section 2, T5N, R12W, being more particularly described as follows: To find the place of beginning of this description commence at the Northwest corner of said section; run thence S 00°21'20" W along the West line of said section 280.5 feet to the place of beginning of this description; thence continuing S 00°21'20" W along the West line of said section 132 feet; thence S 89°23'00" E parallel with the North line of said section 2641 feet to the North and South 1/4 line of said section; thence N 00°02'00" E along said North and South 1/4 line of said section 132.01 feet to a point 280.5 feet distant Southerly from the N 1/4 post of said section, as measured along said North and South 1/4 line of said section; thence N 89°23'00" W parallel with the North line of said section 2639.3 feet to the place of beginning. Part of Tax Identification No. 41-21-02-200-037.

D. The following described approximately .129 acres of property, commonly known as 1270 60th Street SW, is nearly surrounded by the Gable Property and is owned by other persons for whom it is their principal residence ("Parcel B").

The North 280.5 feet of the West 200 feet of the East 500 feet of the Northwest fractional ¼, Section 2, Town 5 North, Range 12 West. Tax Identification No. 41-21-02-100-002.

E. Gable wishes to construct an industrial park on the Gable Property (the "Project"), which is an "economic development project" as defined in Act 425.

F. In order to construct the Project, Gable will need public water and sanitary sewer service to serve the Gable Property and City water and sanitary sewer services are significantly closer to the Gable Property than are Township water and sanitary sewer service.

G. While Parcel B has no immediate need for public water or sanitary sewer service, when public water and sanitary sewer service is available to the Gable Property it will also be available to Parcel B, and when well or septic system on Parcel B fails or when the property is sold to others public water or sanitary sewer service may then be necessary or desirable.

H. Accordingly, the City and the Township propose that the Gable Property be immediately conditionally transferred from the Township to the City pursuant to Act 425 and the terms and conditions of this Agreement but that Parcel B will be conditionally transferred to the City only when certain conditions as provided in this Agreement are met.

I. Pursuant to Act 425, the City Council held a public hearing on March 7, 2016, and the Township Board held on a public hearing on February 8, 2016 regarding this Agreement and the conditional transfer of the Gable Property and, when the conditions are met, Parcel B (the property that is conditionally transferred, initially the Gable Property and, subsequently, together with Parcel B, are referred after the effective date(s) of their respective conditional transfers as the "Conditionally Transferred Area").

J. The City Council and the Township Board have each determined, by the majority of the members elected and serving on each body, to enter into this Agreement.

K. Neither the City Council nor the Township Board adopted a resolution calling for a referendum on the conditional transfer of the Conditionally Transferred Area pursuant to this Agreement and more than 30 days have elapsed since public hearings were held regarding this Agreement and the conditional transfer of the Conditionally Transferred Area and neither the City Clerk nor the Township City Clerk has received a petition calling for a referendum on such transfer.

L. The City and the Township both find that the conditional transfer of the Conditionally Transferred Area from the City to the Township will encourage, promote and assist economic development in the Conditionally Transferred Area for the general benefit of residents of both the City and the Township.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

ARTICLE I

PURPOSE, AUTHORITY, CONSIDERED FACTORS, AND REPRESENTATIONS

1.1 Purpose. This Agreement is intended to fully effect and fully address all matters concerning the conditional transfer of the Conditionally Transferred Area from the jurisdiction of the Township to the jurisdiction of the City.

1.2 Authority. This Agreement is made pursuant to Act 425, as well as the general authority of each of the parties under the statutes authorizing their organization and existence, as well as the City Charter of the City of Wyoming.

1.3 Considered Factors. The City and the Township have, as required by Act 425, considered the following factors prior to entering into this Agreement:

A. The composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries and drainage basins; past and probable future growth, including population increase and business, commercial and industrial development within the

Conditionally Transferred Area and comparative data for the Township and the City and that portion of the Township remaining after the transfer of the Conditionally Transferred Area.

B. The need for organized community services; the present costs and adequacy of governmental services in the Conditionally Transferred Area; the probable future need for services in such area; the practicability of supplying such services in such area; the probable effect of the transfer and of alternative courses of action on the cost and adequacy of services in such area and the remaining portions of the City and the Township, the probable change in taxes and tax rates in such area in relation to the benefits expected to accrue from the transfer; and the financial ability of the City to provide and maintain services in the Conditionally Transferred Area.

C. The general effect of the conditional transfer upon the City and the Township and the relationship of the conditional transfer to any established land use plans.

1.4 Representations. The Township represents and covenants that it has not represented to any obligees, lenders, bondholders or creditors that it is dependent upon any revenue from the Conditionally Transferred Area to meet any obligations of the Township or any entity created or controlled by the Township. The Township further represents and covenants that it knows of no special assessments which have been levied and are outstanding against any of the Conditionally Transferred Area.

ARTICLE II TRANSFER AND EFFECTS

2.1 Transfer of Property. The Gable Property is conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City as provided in and subject to all the terms and conditions of this Agreement as of the effective date of this Agreement. As provided in section 2.9 of this Agreement, Parcel B shall be conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City as provided in and subject to all the terms and conditions of this Agreement.

2.2 Effects of Transfer. Except as otherwise specifically provided in this Agreement, the Conditionally Transferred Area shall, for all purposes, be within the jurisdiction of the City and the Township shall have no jurisdiction over such Conditionally Transferred Area. The following shall specifically apply:

A. Upon transfer of the Conditionally Transferred Area, the City shall have jurisdiction over the zoning of and the City's zoning ordinance shall apply to the zoning of the Conditionally Transferred Area. Unless and until any rezoning of the Conditionally Transferred Area occurs, the Property will retain its existing zoning under the Township zoning ordinance. The City shall be responsible for enforcement of the zoning requirements for the Conditional Transferred Property.

B. In order to assure continuity and due to the proximity of municipal services and consequent efficiency in providing such services, governmental services shall be provided to the Conditionally Transferred Area as follows:

1. Unless the City and the Township otherwise agree in writing, the Conditionally Transferred Area shall be served and the users thereof shall be customers of the City's water and sanitary sewer systems.

2. The City shall provide all governmental services, including without limitation, police and fire protection; building permits; building, property maintenance, mechanical, electrical, plumbing and fire code enforcement; real and personal property assessment and collection services; and street and road maintenance and repair. Such services shall be provided by the City to the Conditionally Transferred Area and its occupants on the same basis as it provides such governmental services within its jurisdictional limits. The Township shall have no obligation to provide such governmental services to the Conditionally Transferred Area or its occupants. This Agreement shall not affect any mutual aid agreements involving the parties.

3. The City and the Township shall jointly cooperate on the economic development of the Conditionally Transferred Area.

2.3 Applicability and Enforcement of Ordinances. Except as provided elsewhere in this Agreement, the Conditionally Transferred Area will be treated as being within the City's legal limits for the purpose of applying and enforcing all ordinances, rules and regulations.

2.4 Property Taxes. For the purposes of all taxation of real and personal property within the Conditionally Transferred Area, the Conditionally Transferred Area shall be considered as being within the City's legal limits and jurisdiction. However, any real or personal property taxes levied against such property comprising the Conditionally Transferred Area on the Township's tax roll for 2016 and prior years shall remain a lien on the affected property in the Conditionally Transferred Area and, when collected, such taxes, including any applicable penalties, interest and administration fees shall belong to the Township.

2.5 Special Assessments. The Conditionally Transferred Area shall be treated as being within the City's legal limits and jurisdiction for purposes of the levy of any special assessments.

2.6 Rates, Charges and Fees. Except as provided elsewhere in this Agreement, all rates, charges, fees and other costs for governmental services provided by the City within the Conditionally Transferred Area shall be calculated, levied and collected on the same basis as if such Conditionally Transferred Area was within the City's legal limits and jurisdiction.

2.7 Voting. Any person residing within the Conditionally Transferred Area shall be entitled to vote on the same basis as if such Conditionally Transferred Area were located within the City's legal limits.

2.8 Property Tax Abatements.

A. The City may, without the Township's approval or consent, approve property tax abatements for eligible property located within the Conditionally Transferred Area pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* ("Act 198"). The City shall apply the Township's policy for determining whether to approve any such tax abatement and for how long that tax abatement will remain in effect.

B. However, the City may not approve a property tax abatement for real or personal property located within the Conditionally Transferred Area pursuant any law other than Act 198 without the Township's prior written approval.

2.9 Parcel B Transfer.

A. The conditional transfer of Parcel B from the jurisdiction of the Township to the jurisdiction of the City shall occur as provided in this Section 2.9.

✱ 1. If the then owner of Parcel B seeks public water or sanitary sewer service for Parcel B and that request is approved by a resolution of the City Council that also refers to this provision of this Agreement, the conditional transfer of Parcel B from the jurisdiction of the Township to the jurisdiction of the City shall take effect when a certified copy of that resolution is filed with the Kent County Clerk and the Secretary of State. Parcel B will then be treated as part of the Conditionally Transferred Area.

2. If Parcel B is conveyed by the then owner of Parcel B to non-residential use or Parcel B is no longer used as a single family residence and the Township Supervisor and City Manager have jointly signed a statement that one of those two conditions have occurred that also refers to this provision of this Agreement, the conditional transfer of Parcel B from the jurisdiction of the Township to the jurisdiction of the City shall take effect when that statement is filed with the Kent County Clerk and the Secretary of State. Parcel B will then be treated as part of the Conditionally Transferred Area.

B. Until the actions required by subsections 2.9.A.1 or 2.9.A.2 have occurred, Parcel B shall, for all purposes, remain within the jurisdiction of the Township and Parcel B shall not be part of or treated as part of the Conditionally Transferred Area.

C. Until the actions required by subsections 2.9.A.1 or 2.9.A.2 have occurred, neither the City nor the Township shall provide public water or sanitary sewer service to Parcel B and the Township shall not consent to any other person or entity providing water or sanitary sewer service to Parcel B.

ARTICLE III SHARING OF TAXES AND OTHER REVENUES

3.1 Sharing of Property Taxes.

A. The City shall pay the Township from the City's levy of *ad valorem* property taxes upon all taxable property comprising or within the Conditionally Transferred Area each statutory tax year beginning with the statutory tax year ending December 31, 2017 (*i.e.*, beginning with the July 1, 2017, tax levy), and continuing for each statutory year thereafter during the term of this Agreement an amount equal to the levy of 2.5 mills on that year's taxable value of that taxable property. That amount shall be paid by March 15 of the year following the year in which the City levies those taxes (e.g., on March 15, 2018 for the taxes billed on July 1, 2017). The taxable value of the taxable property comprising or within the Conditionally Transferred Area shall be adjusted each year in accordance with state law.

B. If a tax abatement is granted by the City pursuant to section 2.8 that fixes or reduces the taxable value of the taxable property comprising or within the Conditionally Transferred Area, the amount of shared revenues shall be reduced in accordance with that fixed or reduced taxable value. If a tax abatement is granted by the City pursuant to section 2.8 that reduces the rate at which the taxable property comprising or within the Conditionally Transferred Area is taxed (e.g., by reducing the rate of *ad valorem* taxes levied by the City against the taxable property comprising or within Conditionally Transferred Area or by providing for an industrial facilities tax levied at one-half the rate of the City's millage rate), the amount paid by the City to the Township pursuant to this section shall be proportionately reduced.

C. If a change in state law results in either reductions or increases in the property tax (or industrial facilities tax) revenues collected from taxation of the taxable property comprising or within the Conditionally Transferred Area from what would be collected if the state property tax law and Act 198 as in effect on December 31, 2015, were applied, then the City and the Township share proportionally share in that decrease or increase based on their current *ad valorem* property tax rates (2.2 mills for the Township and 4.6995 mills for the City).

3.2 Other Revenues. The City shall be entitled to apply for, receive, and retain all gas and weight taxes or other revenues received pursuant to 1951 PA 51, as amended, MCL 247.651 *et seq.*, sales tax revenues, local community stabilization share of use taxes, revenue sharing revenue and all other applicable revenue that may be available during the term of this Agreement related to the Conditionally Transferred Area as if the Conditionally Transferred Area was within the City's legal limits.

3.3 Gifts, Grants, Etc. All gifts, grants, assistance funds, bequests or other funds from any public or private source given, awarded or obtained as a result of the Conditionally Transferred Area or any activity performed upon or within the Conditionally Transferred Area, the occupancy of the Conditionally Transferred Area, or for any reason arising from the existence or jurisdiction of the Conditionally Transferred Area shall belong to the City.

ARTICLE IV TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be 50 years expiring at 11:59 p.m. local time on the date 50 years from the date of execution of this Agreement in 2066.

4.2 Effect of Expiration. Upon the expiration of this Agreement at the end of its term, the Conditionally Transferred Area shall for all purposes be within the City's legal limits and jurisdiction.

4.3 No Early Termination. Neither the City nor the Township may unilaterally terminate this Agreement before the end of its term for any reason, including any breach of this Agreement by the other party, except as set forth in this Agreement. The City and the Township agree that specific performance is the only appropriate remedy for enforcing the terms of this Agreement. The parties agree that if a party is ordered to specifically perform an obligation under this Agreement, such party shall reimburse the prevailing party for its costs and expenses of litigation including, without limitation, attorney fees.

4.4 Termination for Failure to Rezone. This Agreement shall automatically terminate without penalty to any party if Parcels 1, 2 and 3 of the Gable Property have not been rezoned by the City to an industrial zoning district by December 31, 2017. If the City rezones Parcels 1, 2 and 3 of the Gable Property to an industrial zoning district on or before December 31, 2017, this Section 4.4 shall have no further force or effect.

ARTICLE V
MISCELLANEOUS

5.1 Notices. Any notice, demand, communication required, permitted or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first-class mail addressed to those addresses first provided above. Either party may, by written notice designate any further or different address to which subsequent notices, demands or communications may be given.

5.2 Defense of Agreement. Each party will in good faith defend the validity of this Agreement.

5.3 Assignment. No assignment of this Agreement or any of the rights and obligations thereunder shall be valid without the written consent of both parties.

5.4 Interpretation. The headings in this Agreement are for reference purposes only and shall not affect its meaning or interpretation. This Agreement is the entire agreement between the parties with respect to its subject matter. It supersedes and replaces all previous or contemporaneous, expressed or implied, written or oral statements, covenants, representations or agreements. No oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall be of any effect, and both parties specifically acknowledge, in entering into and executing this Agreement, they are relying solely upon the representations and agreements in this Agreement and no others. This Agreement may not be amended except in writing by the parties following public hearings before and resolutions adopted by the City Council and the Township Board. This Agreement may be executed in any number of counterparts and each counterpart shall be considered a valid original. Both parties have consulted legal counsel and had input into the drafting of this Agreement. It shall therefore be construed as if it were mutually drafted.

5.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable by judgment of a court of competent jurisdiction, its unenforceability shall not affect the remainder of this Agreement which shall remain in effect and enforceable in accordance with its terms, unless such severance would materially destroy the intent of the parties in entering into this Agreement, in which case the parties shall immediately commence negotiations to achieve a revised fully valid and enforceable Agreement. However, if the City and the Township have not both executed such a revised fully valid and enforceable Agreement within 60 days after entry of a judgment by the court, then either party may terminate this Agreement by written notice to the other party.

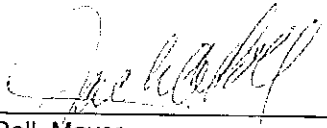
5.6 Binding Effect. This Agreement shall bind the parties and any permitted successors and assigns.

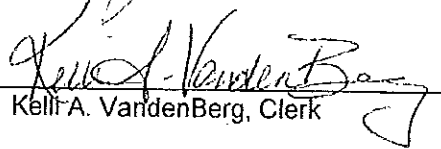
5.7 Parties. This Agreement shall be enforceable only by the parties and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement and no other person shall have the right to enforce any provision in this Agreement.

5.8 Filing and Effective Date. In accordance with Act 425, following the execution of this Agreement by Wyoming and Byron Township, a duplicate original of this Agreement shall be filed with the Kent County Clerk and the Michigan Secretary of State. This Agreement certified by the County Clerk and Secretary of State shall be *prima facie* evidence of the conditional transfer of the Conditionally Transferred Area. This Agreement shall be effective at 12:01 a.m. local time on April 8, 2016, provided it has been filed with the County Clerk and Secretary of State. The parties agree to the filing of additional documents such as notices, forms and reports that may be required or requested by county, state or other agencies to give full effect to and to fully implement this Agreement.

The parties have signed this Agreement as of the date first written above.

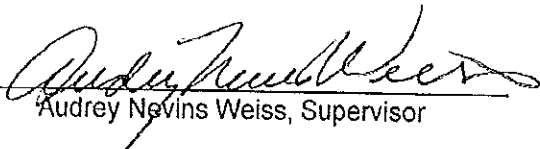
CITY OF WYOMING

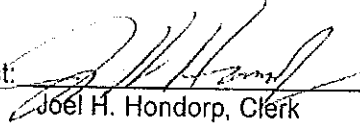
By: 
Jack A. Poll, Mayor

Attest: 
Kelli A. VandenBerg, Clerk

Approved by City Council Resolution No. 25397, adopted on April 4, 2016.

BYRON TOWNSHIP


By: 
Audrey Nevins Weiss, Supervisor

Attest: 
Joel H. Hondorp, Clerk

Approved by Township Board Resolution No. 38-15-16, adopted on February 8, 2016.

Acknowledged and consented to by:

GABLE HOLDINGS II, LLC

By: 
Ned Quinn, Member

Date signed: April 11, 2016

RESOLUTION NO. _____

RESOLUTION TO ACCEPT
KENT COUNTY VETERANS TREATMENT COURT FUNDS
AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court requested the amount of \$100,000 from the Veterans Services Millage [County of Kent] that will be used toward the administration, supervision and treatment of veterans that involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$100,000 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of \$100,000 from the Veterans Service Millage [County of Kent].
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the Veterans Affairs Committee [County of Kent].
3. 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 June 18th, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Joint Endeavor Agreement

Resolution No. _____

STATE OF MICHIGAN



WYOMING DISTRICT COURT
62-A JUDICIAL DISTRICT
2650 DEHOOP S.W.
WYOMING, MI 49509-1893

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

JANE LIND
DEPUTY COURT ADMINISTRATOR

MEMORANDUM – STAFF REPORT

June 13, 2018

To: Wyoming City Council Members
From: Christopher Kittmann, Court Administrator

RE: Veterans Treatment Court – Kent County Veteran Service Millage Funds

Recommendation:

It is recommended that the City Council accept the amount of \$100,000 from the Veterans Services Millage [County of Kent] that will be used toward the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

Overview of Program:

The Council is already familiar with the Veterans Treatment Court as it has been in operation for nearly four years. The Council remains extremely supportive of the program since its inception. The program continues to grow at a steady pace with an anticipated caseload of 30 veterans within the next several months. This is the only such program in Kent County. The program has been solely supported via a State Court Administrators Office grant, with additional funds coming from the Friends of the Kent County Veterans Treatment Court. Funds have now been approved by the Kent County Veterans Affairs Office.

As the Council is already aware, the mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System.

The City of Wyoming will incur no costs as a result of these funds being accepted.

Budget Amendment:

The attached budget amendment has been prepared by the Finance Department.

COUNTY OF KENT
AND
62A DISTRICT COURT AND CITY OF WYOMING
JOINT ENDEAVOR AGREEMENT
FOR KENT COUNTY VETERANS TREATMENT COURT SERVICES

This Agreement is made and entered into by and between the **County of Kent**, 300 Monroe Avenue NW, Grand Rapids, Michigan 49503 (hereinafter “County”) and **City of Wyoming**, 2650 DeHoop Avenue SW, Wyoming, Michigan 49509, (hereinafter referred to as “City”) and the **62A District Court**, 2650 DeHoop Avenue SW, Wyoming, Michigan 49509, (hereinafter referred to the “Court”).

Recitals

- A. A district court has exclusive jurisdiction of all civil litigation up to \$25,000 and handles garnishments, eviction proceedings, land contract and mortgage foreclosures, and other proceedings. In the criminal field, district court handles all misdemeanors where punishments do not exceed one year, including arraignment, setting and acceptance of bail, trial and sentencing; and conducts preliminary examinations in felony cases; and
- B. The County is desirous of offering Veterans Treatment Court (VTC) services; and
- C. The Court and/or the City either has or will retain staff and contractors knowledgeable and experienced in the type of VTC services desired by the County.
- D. The Court and/or the City is willing to provide the County with the desired services; and
- E. The parties agree that this collaborative effort will enhance overall service efficiency; and
- F. The State of Michigan passed legislation to allow the parties to establish a contract to provide services (MCL 600.1201); and
- G. County, the Court, and City desire to enter into this Agreement pursuant to the Michigan Municipal Partnership Act (2011 PA 258), to memorialize their respective roles and responsibilities in providing the said services for all Kent County residents.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows.

- 1. Services: The County shall provide to the City, the funding for Veterans Treatment Court services described on the attached Exhibit A and for services described in the Michigan Veterans Treatment Court Statute, MCL 600.1200 et. Seq. and the City shall use the funds for such purposes.

2. Term:
 - a. This Agreement shall be for a twelve-month term, commencing January 1, 2018. The parties may, by mutual written agreement, renew the Agreement for additional terms on mutually acceptable terms.
 - b. Should a party commit any breach or default under this Agreement, and should such breach or default not be corrected within ten (10) days after receipt by the party of written notice from the non-breaching party specifying the breach or default, this Agreement may be terminated without further notice by the non-breaching party.
 - c. Either party may terminate this Agreement without cause upon 30 days written notice of intent to terminate.

3. Payment: In consideration of the services to be rendered by the Court under this Agreement, the County agrees to pay to the City a total sum of \$100,000.00. Payment shall be made in equal installments over each of the twelve months of the Agreement's term. The County shall pay upon receipt and review of a detailed request for reimbursement for allowed services performed in the preceding calendar month and which request for reimbursement is received by the 10th day of the subsequent calendar month. The City will use the funds paid by the County to fund the services provided by the Court.

4. Source of payment:
 - a. The County shall pay for services under this Agreement through a separate Dedicated Veterans Services tax levy.
 - b. The Court, City and the County shall cooperate in order to apply for and obtain any funding which may be available from the State Court Administration Office, including regarding reimbursement or financial support for the expenses incurred for veterans treatment court services and programming. If the Court receives any funding tendered by the State Court Administration Office and such funding is directly paid to the Court or the City, the Court or the City shall confirm to the other parties that such funds are used for VTC services.

5. Representations and Warranties of the City and Court: Due to the nature of veterans treatment court services, the City and/or Court represent and warrant to the County as follows:
 - a. The City and/or the Court agree that it will adhere to the Veterans Treatment Courts Standards, Best Practice, and Promising Practices Manual in all respects as it relates to the Court's veterans treatment court.
 - b. The City and/or the Court agree that staff will participate in annual training as required and/or offered by the State Court Administrative Office, including subcontractors.
 - c. The City and/or the Court will collect and provide data on each individual applicant and participant and the entire program as required by the State Court Administrative office. (MCL 600.1210).

- d. Notwithstanding paragraph 7 below, if the City and/or the Court breaches this representation, the City and/or the Court will be solely responsible for all resulting damages, fines, costs, or penalties of any kind that result from said breach.

6. Relationship and Representations of Parties:

- a. This Agreement shall not create a separate legal or administrative agency.
- b. No party shall be considered an agent or employee of any other party for any purpose. No party nor its employees are entitled to any of the benefits that any other party provides for its employees. No party shall be subject to or covered by any other party's employee handbooks, collective bargaining agreements, or other personnel policies.
- c. No party shall be responsible for covering any other party under any workers' compensation insurance or unemployment compensation insurance plans. The parties represent and warrant that they (a) are covered by a workers' compensation insurance policy procured and paid for by them; (b) have a valid Notice of Exclusion on file with the Michigan Bureau of Workers' Disability Compensation; or (c) are approved as a self-insured authority under MCL §418.611(1). Each party shall notify the other parties immediately if the status of said coverage or notice changes.
- d. Except as expressly provided in this Agreement, the parties agree that this Agreement does not, and is not intended to, transfer or assign any civil or legal responsibility, duty, obligation, cost, or liability associated with any governmental function of the County, City and/or the Court under any applicable law, including the General Property Tax Act, MCL 211.1 *et seq.* to any other party to this Agreement.
- e. No party shall have the authority or right to obligate any other party in any way, nor shall any party hold itself out as an employee or agent of any other party.

7. Liability, Indemnification, and Governmental Immunity:

- a. Each party shall be responsible for the acts and omissions of their own officials, officers, agents, employees, contractors, and/or assigns.
- b. Notwithstanding the foregoing, no party waives its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

8. Compliance with Civil Rights Laws: No party shall discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability unrelated to the individual's ability to perform the duties of a particular job or position. Pursuant to MCLA §423.321 *et seq.*, which prohibits the parties from entering into contracts with certain employers who engage in unfair labor practices, this Agreement may be terminated if a party, or

one or more of its subcontractors or suppliers, appears in the register compiled in accordance with MCLA §423.322. The parties shall observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, which shall be deemed to include, but not be limited to, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act.

9. Notice and Contact Person: All notices, demands or other writings permitted or required by the terms of this Agreement shall be deemed to have been fully given, made or sent when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed to the appointed contact person identified below:

County: Matthew Van Zetten
Assistant County Administrator
Kent County Administrator's Office
300 Monroe Avenue NW
Grand Rapids, Michigan 49503

City: Curtis L. Holt
City Manager
City of Wyoming
2650 DeHoop Avenue SW
Wyoming, MI 49509

Court: Chris Kittman
62A District Court Administrator
City of Wyoming
2650 DeHoop Avenue SW
Wyoming, MI 49509

The address to which any notice, demand or other writing may be given or sent to any party may be changed by written notice given to the other party.

10. Miscellaneous:

- a. Officials Not to Benefit: No member of the Kent County Board of Commissioners, the Wyoming City Commission, the 62A District Court, or any other municipal official, except as otherwise provided for in accordance with this Agreement, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.
- b. Entire Agreement: This Agreement, together with any exhibits, shall constitute the entire agreement between the parties. Any prior understanding, representation or negotiation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

- c. Modification: Any modification of this Agreement or additional obligation assumed by a party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or its authorized representative.
- d. Partial Invalidity: The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
- e. Absence of Waiver: The failure of a party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- f. Assignment: The rights and obligations of a party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity. The County may provide the services required under this Agreement using a subcontractor.
- g. No Third-Party Benefit: The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- h. In the event of any dispute or difference of any kind whatsoever, arising out of or in relation to or in connection with the validity or invalidity, construction, execution, meaning, operation or effect, change of or breach of this Agreement, which cannot be settled by the contact persons for this Agreement, such dispute or difference shall be referred to the Parties' respective heads of administration (or equivalents) who shall meet together with a view to resolving the same within a period of not more than 30 days from the date of the submission. In the event that parties' respective heads of administration are unable to amicably resolve such dispute or difference within a reasonable time, the parties shall be free to pursue any and all available remedies at equity or law including binding or non-binding mediation if agreed to by both parties.
Pending resolution of such dispute or difference and without prejudice to their rights, the parties shall continue to respect all their obligations and to perform all their duties under this Agreement.

In witness whereof, each party to this Agreement has caused it to be executed on the date(s) indicated below.

County of Kent

By: _____
James R. Saalfeld, Chair

Board of County Commissioners

Date: _____

Attest:

Lisa Posthumus Lyons

Approved as to Form:

Linda S. Howell
Corporate Counsel

City of Wyoming

By: _____

Date: _____

Attest:

Approved as to Form:

62A District Court

By: _____

Date: _____

Attest:

Approved as to Form:

EXHIBIT A

JOINT ENDEAVOR AGREEMENT FOR VETERANS TREATMENT COURT SERVICES

SERVICES PROVIDED BY 62A DISTRICT COURT

- Maintain compliance with the guidelines of the June 3, 2015 SCAO Administrative Memorandum (Transfers for Problem-Solving Court Program Supervision) and administer the same.
- Maintain compliance with the Veterans Treatment Court Standards, Best Practices and Promising Practices Manual.
- MCL 600.1210 states that each veterans treatment court shall collect and provide data on each individual applicant and participant and the entire program as required by the State Court Administrative Office. The information collected must include a minimum standard data set developed and specified by the State Court Administrative Office. In accordance with this act, the State Court Administrative Office has prepared minimum standard data sets. The minimum standard data sets include the minimum data that must be reported to the State Court Administrative Office on an annual basis with a copy provided to the Kent County Veterans Services Department.
- Prepare, execute and submit monthly activity reports containing the following information (Exhibit A-1):
 - Docket size
 - Number of participants with prior criminal convictions
 - Number of participants with military related mental illness or behavioral health issues
 - Number of participants with in-program new arrest(s)
 - Number of participants with in-program new conviction(s)
 - Recidivism new arrests and/or conviction(s) post-program (within 12 months of completion)
 - Recidivism drug/alcohol use post-program (within 12 months of probation discharge)

EXHIBIT A-1

JOINT ENDEAVOR AGREEMENT
FOR VETERANS TREATMENT COURT SERVICES
SERVICES PROVIDED BY 62A DISTRICT COURT

62A DISTRICT VETERANS TREATMENT COURT

Monthly status report for the month of _____ Docket size _____

Number of participants with prior criminal convictions	
Number of participants with military related mental illness or behavioral health issues	
Number of participants with in-program new arrest(s)	
Number of participants with in-program new conviction(s)	
Recidivism new arrests and/or conviction(s) post-program (within 12 months of completion)	
Recidivism drug/alcohol use post program (within 12 months of probation discharge)	

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE A LICENSE AGREEMENT WITH CONSUMERS ENERGY FOR THE
REHABILITATION OF THE INTER URBAN NON-MOTORIZED TRAIL
FROM 50TH STREET TO 32ND STREET IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming received a Transportation Alternative Program (TAP) grant for the rehabilitation of the Inter Urban non-motorized trail from 50th Street to 32nd Street in Wyoming.
2. The proposed trail follows a Consumers Energy property for the significant portion of the rehabilitation section.
3. The use of TAP funding requires a minimum 12-year commitment requiring the existing agreement be modified to include current Consumers Energy stipulations and the 12-year commitment.
4. Consumers Energy has submitted the attached License Agreement, stipulating the terms and conditions and the 12-year minimum commitment for the trail within the Consumers Energy right-of-way.
5. The \$540,000 project will rehabilitate and improve the Inter Urban non-motorized trail from 50th Street to 32nd Street.
6. The attached Agreement identifies the costs and obligations of the City of Wyoming for the continued use of the right-of-way for trail purposes.
7. The City's annual charge for this Consumers Energy License is \$1,000 and can be financed out of the Major and Local Street Fund accounts 202-441-46300-930.000 and 203-441-46300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached License Agreement with Consumers Energy for the rehabilitation of the Inter Urban non-motorized trail from 50th Street to 32nd Street through Consumers Energy right-of-way.

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:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
License Agreement

Resolution No. _____



LICENSE

THIS AGREEMENT is made as of this ____ day of _____, 2018, by and between CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201, "Consumers", and The City of Wyoming, a Michigan municipal corporation, 1155 28th Street SW, Wyoming, MI 49509 "Licensee".

In consideration of Licensee's promises contained in this Agreement, Consumers grants to Licensee, on the terms and conditions set forth below, a license in a 14-foot-wide strip of land ("the licensed premises") across Consumers' land in the City of Wyoming, Kent County, Michigan described in Exhibit A attached hereto, for the sole purpose of widening the existing trail four additional feet, operating, and maintaining a public trail 10 feet in width to convey trail users across Consumers' land, of which the licensed premises are a part, either on foot or by means of non-motorized bicycles. The location of the licensed premises will be defined during the design plan approval process specified in paragraph 6 below.

Licensee promises to comply with the following terms and conditions:

1. Licensee shall pay Consumers the sum of \$1000.00 per year, payable annually.

[Note: Consumers Energy may send Licensee an invoice for the License Fee. However, Licensee is obligated to pay the specified Licensee Fee notwithstanding Consumer Energy's failure to send an invoice or any inaccuracy in the amount stated in the invoice, and is obligated to pay the Licensee Fee at the time specified notwithstanding any contrary indication in any such invoice.]

[Office use only: BP10_____ CA300_____ IVD_____]

2. Licensee shall construct, improve, and maintain the trail solely at Licensee's expense, and Consumers shall not be required to incur any cost or expense whatsoever as a result of the construction, operation, and maintenance of the trail. Licensee shall reimburse Consumers in the amount of any increase in real or personal property taxes or assessments resulting from the trail improvements Licensee places on the licensed premises pursuant to this License, payable 30 days after Licensee receives an invoice from Consumers for any such increase. Licensee shall reimburse Consumers for other costs it is required to incur (e.g., to comply with governmental regulation) as a result of Licensee's use of the licensed premises. Licensee shall not permit any construction lien to attach to the licensed premises by reason of any improvements made or work performed at the licensed premises.

3. Consumers shall at all times while this Agreement is in effect have the right to use the licensed premises for any purpose regardless of whether the use interferes with Licensee's use under this Agreement. Such use may include, without limitation, construction, operation, inspection, maintenance, modification, relocation, and removal of electric and gas utility facilities on, over, under, and across the licensed premises or the adjoining land, the removal,

trimming, and controlling in any manner, including by chemical spraying, of any or all trees, brush, and other vegetation now or hereafter growing on the licensed premises or the adjoining land. Consumers shall have the right to grant to third parties the right to construct, operate, and maintain utility facilities and other structures on, over, under, and across the licensed premises or the adjoining land. Consumers shall have no obligation to refrain from using, or to modify the manner of its use of, the licensed premises or the adjoining land, whether or not such use interferes with, detracts from, or is otherwise inconsistent with Licensee's use of the licensed premises pursuant to this Agreement. Consumers shall have the right of access to the licensed premises at any time, and Licensee shall construct and locate any and all fences and barricades Consumers permits on the licensed premises so as not to interfere with Consumers' use of the licensed premises or the adjoining land. In using the licensed premises or the adjoining land, Consumers shall not be responsible to Licensee for any damage to Licensee's improvements on the licensed premises resulting from Consumers' use of the licensed premises or the adjoining land. Consumers may require Licensee to temporarily close the trail for such periods as Consumers deems necessary or desirable in connection with its use of the licensed premises or the adjoining land. If requested by Consumers, Licensee shall post public notices of such closing and shall place postings and barricades at designated places along the trail, and Licensee shall be responsible to take appropriate action to enforce the closing, including action to remove trespassers.

4. Consumers shall have the right at any time and for any reason it deems appropriate, in its sole discretion, to require Licensee, at Licensee's expense, to temporarily or permanently relocate the trail, or portions thereof, or other permitted improvements. Relocation may include temporary or permanent removal of portions of the trail from the licensed premises. Licensee agrees to fully cooperate with such requirement and to use its best efforts to complete such relocation by the date Consumers specifies, which shall be not less than 30 days from the date Consumers notifies Licensee to relocate. Licensee agrees that if Licensee fails to complete the required relocation by the specified date, Consumers shall have the right to make such relocation, to close the trail, or to take other action it deems necessary to facilitate its use of the licensed premises or the adjoining land, in which event Licensee shall be responsible to reimburse Consumers for the costs and expenses (including attorney fees) it incurs in making such relocation, closing the trail, or taking such other action. Notwithstanding the foregoing, Licensee may seek to avoid a relocation specified by Consumers by offering to pay Consumers for the additional costs and expenses Consumers would incur if Licensee did not make the relocation, which offer Consumers may accept or reject in its sole discretion.

5. Licensee shall post signs provided by Consumers in such places on the licensed premises as specified by Consumers identifying the licenses premises as being owned and/or provided for use by Consumers.

6. Licensee shall not commence any work on the licensed premises until Consumers has approved Licensee's final design plan for the trail. At least 45 days prior to the date Licensee desires to commence work on the licensed premises, Licensee shall submit the final design plan for the trail to Donald Lowell, Consumers Energy Company, Real Estate Department, One Energy Plaza, Jackson, MI 49201. The trail plan shall show the location of the trail across Consumers' land, the location of existing utility facilities (including guy wires), and any other improvements Licensee desires to locate on the licensed premises. Approval of the design plan shall be within Consumers' sole discretion, and Consumers may withhold approval of such plan for any reason. If Consumers determines, in its sole discretion, that Licensee's proposed design plan would make it

necessary or desirable for existing or future utility facilities on the licensed premises or the adjoining land to be modified, Consumers will advise Licensee of such determination, in which event Licensee shall have the option to either revise the proposed design plan or to pay Consumers in advance for the cost of the modification. Any such modification shall be done at times to least inconvenience Consumers. If Consumers approves Licensee's design plan, Licensee shall not alter the trail or improvements or otherwise change its use of the licensed premises from the approved plan without Consumers' prior written approval.

7. Licensee shall not alter or make less the space where the existing trail edge exists. In all other respects, changes to the placement of existing trail, as shown in Exhibit B, have been updated with approved distances to pole or tower leg.

8. Licensee shall not place any trees, shrubs, or other landscaping, or any buildings, benches, viewing platforms, signs, or other structures on the licensed premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

9. Licensee shall take all measures that Consumers, in its opinion, deems necessary to restrict use of the trail to non-motorized bicycles and pedestrian foot traffic.

10. Licensee shall erect fencing or other suitable barriers and signs reasonably specified by Consumers to prevent trail users from having access to existing or future utility facilities on the licensed premises or the adjoining land.

11. Licensee shall not cut, trim, or remove any trees or shrubs from the licensed premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

12. Licensee shall be responsible to replace any ornamental trees that are damaged during Licensee's activities on the licensed premises.

13. Licensee shall not store any materials on, over, or under the licensed premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

14. Licensee's use of the licensed premises shall at no time create any condition on the licensed premises that would create a fire hazard or be considered a nuisance.

15. Prior to commencing any excavation or digging on the Premises, even for installation of signposts or fence posts, Licensee shall contact the Utility Communications System (Miss Dig), phone number (800) 482-7171, prior to performing any excavation in accordance with Michigan Compiled Law 460.701 et seq., as amended by Public Act 174 of 2013 and any future amendments.

16. Licensee's use of the licensed premises shall not in any way affect or interrupt the continuity of service as now or hereafter provided by the utility facilities on the licensed premises or the adjoining land.

17. Licensee shall protect all utility facilities as now or hereafter located on the licensed

premises or on the adjoining land by erecting and maintaining barricades or other suitable means of protection as Consumers, in its sole discretion, deems to be required.

18. Licensee shall not operate any equipment in connection with construction or maintenance of the trail within 15 feet of any overhead electric lines (measured vertically from the highest point of the equipment to the nearest energized conductor). MIOSHA standards shall be observed, if more stringent. At least 15 feet of clearance shall be maintained at all times. Cranes or shovels used in digging shall at no time swing toward any tower, pole, or line. No cranes or any other equipment having the height potential of contacting any electric line shall operate between the lines. Dump trucks shall not lift their beds under any electric line.

19. Licensee shall not perform any digging or grading within 15 feet of any tower leg or within 10 feet of any pole and pipeline without Consumers' prior consent, the granting or withholding of which shall be within Consumers' sole discretion. Licensee shall obtain Consumers' permission to excavate within 15 feet of any tower leg or a point where a guy enters the ground or within 10 feet of any wood or steel pole structure. Consumers may condition such permission on use of a trench box or sheeting to prevent disturbance of soil.

20. All excavations Licensee makes on the licensed premises shall be properly protected and filled and all backfill shall be firmly compacted. No fill shall be placed permanently under any electric line without Consumers' consent, the granting or withholding of which shall be within Consumers' sole discretion. No fill shall be placed within 20 feet of any tower or pole. All fill shall be compacted sufficiently to permit maintenance vehicles access to all towers and poles. No pocket shall be created around any utility facilities where water could collect. Licensee shall take erosion prevention measures during construction and shall reseed all disturbs areas following construction activities in accordance with Consumers' specifications.

21. Licensee shall obtain all governmental approvals and permits that are required by law for its activities on the licensed premises and shall otherwise comply with all applicable laws, rules, and regulations.

22. Licensee shall clean up any debris resulting from construction and maintenance of the trail. Licensee shall at all times maintain the licensed premises in a proper, clean, and safe condition. Licensee shall be responsible to mow grass and remove weeds in accordance with applicable laws and regulations and to remove trash or debris deposited by trail users on the licensed premises or the adjoining land.

23. Licensee shall not dispose or suffer to be disposed of any waste material on Consumers' land and shall not use, store, or maintain, or suffer to be used, stored, or maintained, on Consumers' land any material that is or may be or become hazardous to human health or the environment or the storage, treatment, or disposal of which is regulated by any governmental authority without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion. If use of Consumers' land as permitted in this Agreement results in the presence on or under Consumers' land (which includes but is not limited to the underlying groundwater) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USCA 9601 et seq; the Resource Conservation and Recovery Act (RCRA), 42 USCA 6901 et seq; the Toxic Substances Control Act

(TSCA), 15 USCA 2601 et seq; the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 et seq; or any other similar existing or future statutes, Licensee shall, at no cost to Consumers, promptly take: 1) all actions required by any federal, state, or local governmental agency or political subdivision, and 2) all actions required to restore Consumers' land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Licensee pursuant to this paragraph include, but are not be limited to: a) the investigation of the environmental condition of Consumers' land; b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Consumers' land. Licensee shall proceed continuously and diligently with such investigatory and remedial actions. Licensee shall promptly provide to Consumers, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required to be performed pursuant to this paragraph shall require or result in the imposition of any limitation or restriction on the use of Consumers' land without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion. Additionally, Licensee shall indemnify, defend, and hold Consumers, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: A) the presence on or beneath Consumers' land and the underlying groundwater, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in CERCLA, RCRA, TSCA, NREPA, or any other similar existing or future statutes, as a result of use of the licensed premises pursuant to this Agreement; B) Licensee's violation or alleged violation of any federal, state, or local law related directly or indirectly to the use of Consumers' land pursuant to this Agreement; or 3) Licensee's failure to comply with the terms and conditions of this Agreement; provided, that Licensee's indemnification obligation shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law, and such obligation shall not abrogate or diminish Licensee's defense of governmental or sovereign immunity against any party, including Consumers. The provisions of this paragraph shall survive the termination of this Agreement.

24. In the event that Licensee at any time discovers or otherwise learns of the existence on Consumers' land of any contaminant, hazardous substance, hazardous waste, or hazardous constituent or any object that is likely to contain a contaminant or hazardous substance, waste, or constituent (such as vehicle tires, junk vehicles, storage tanks, barrels, cans, and similar containers), Licensee shall promptly notify Consumers thereof. Licensee shall also promptly notify Consumers of the occurrence of a spill or other release of a contaminant or hazardous substance, waste, or constituent on Consumers' land. For purposes of this notice requirement, a hazardous substance includes (but is not limited to) any substance the storage, treatment, or disposal of which is regulated by a governmental authority. Examples of contaminants or hazardous substances, waste, or constituents are oil, gasoline, chlorinated solvents, vehicle tires, paint, and sandblasting material. This notice requirement applies regardless of who caused the spill or release. Licensee shall send such information to Consumers' Environmental Department, 1945 West Parnall Road, Jackson, Michigan 49201, 517-788-2986.

25. Licensee accepts the licensed premises in their present condition and acknowledges that Consumers has made no representations as to the condition thereof. Consumers shall not be liable for any damages arising from the acts or omissions of Licensee or its invitees or users of the licensed premises. Licensee shall be solely responsible to arrange for the provision of police protection as may be required to maintain law and order on the licensed premises and to comply with the provisions of this Agreement. Licensee agrees to indemnify and hold Consumers, and its successors and assigns, harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the licensed premises pursuant to this Agreement, whether due or claimed to be due to Licensee's negligence, Consumers' negligence, the negligence of both Consumers and Licensee, the negligence of any other person, or otherwise, except for Consumers' sole negligence; provided that the City's indemnification obligation pursuant to this paragraph shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law and shall not abrogate or diminish the City's defense of governmental or sovereign immunity against any party, including Consumers. The provisions of this paragraph shall survive the termination of this Agreement.

26. Licensee shall, at its own expense, procure, maintain and keep in effect during the term of this License, a Commercial General Liability Insurance Policy, satisfactory to Consumers in form and substance, with a minimum combined bodily injury and property damage single limit of \$1,000,000 per occurrence. Such policy shall be written on an "occurrence" basis, name Consumers as an additional insured, include contractual liability, and be primary and noncontributory to any insurance maintained by Consumers. At the time this License is executed, Licensee shall provide Consumers with a Certificate of Insurance evidencing such insurance coverage as provided for herein and evidence of any renewals thereof. Licensee shall be required to submit to Consumers Energy Company, Corporate Insurance Department, EP10-243, One Energy Plaza, Jackson, Michigan 49201-2276 a standard industry ACORD Form Certificate of Liability Insurance or any other form approved by Consumers' Corporate Insurance Department. Licensee shall notify Consumers in writing immediately upon Licensee's receipt of any notice of cancellation of the insurance coverage required in this License. Further, it shall be the responsibility of Licensee to ensure that Licensee's contractors (and subcontractors) procure, maintain and keep in effect during the term of any construction, or any maintenance periods thereof, a Commercial General Liability Insurance policy equivalent to that described above. Such insurance shall also name Consumers as an additional insured. With respect to damage to Licensee's and its contractors' (and subcontractors') property used on Consumers' premises, Licensee and its contractors (and subcontractors) hereby agree to waive its rights of recovery against Consumers and if such property is insured to waive the insurer's rights to subrogation. It is expressly understood that the obtaining of the insurance as is herein provided, shall in no way limit or release Licensee's liability under the indemnity provisions as provided herein.

27. Licensee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed on the licensed premises, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save Consumers harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors,

subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the licensed premises. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due, to Licensee's negligence, Consumers' negligence, the negligence of any such contractor or subcontractor, the combined negligence of either or both of the parties hereto and any one or more of said contractors or subcontractors, the negligence of any other person, or otherwise. Further, Licensee shall require all contractors and subcontractors at any time employed in connection with any work to be done on the trail to maintain in full force and effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$1,000,000 per occurrence, written so as to provide coverage for collapse, explosion, and underground hazards, which insurance shall either include a Cross Liability Endorsement or shall not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan and shall name Consumers Energy Company as an additional insured.

28. The license hereby granted to Licensee is personal to Licensee. Licensee may not assign or otherwise transfer its interest in this Agreement to any third party; nor will its interest under this Agreement inure to Licensee's successors or assigns.

29. This Agreement is granted subject to any lease, license, easement or other interest in land heretofore granted by Consumers or its predecessors in title in the licensed premises and to any such interest reserved to other parties in instruments granted to Consumers or its predecessors in title. Without limiting the foregoing, this license is subject to the rights and interests of Michigan Electric Transmission Company pursuant to an Amended and Restated Easement Agreement dated April 29, 2002. Licensee is responsible for complying with any notification, consent, or other requirements of such Agreement.

30. Notwithstanding any contrary provision in this License, either party may at any time and for any reason terminate this Agreement by giving the other 30 days written notice of termination; provided, however, that Consumers agrees not to terminate this Agreement for a period of 12 years following the commencement of this License, other than for Licensee's failure to comply with the terms of this Agreement within 30 days after written notice from Consumers of such failure or if termination is required by any applicable law, rule, or regulation or other circumstances beyond Consumers' reasonable control. Notice of termination to Consumers shall be given to: Consumers Energy Company, Real Estate Department, One Energy Plaza, Jackson, MI 49201. Notice of termination to Licensee shall be given to The City of Wyoming, 1155 28th Street SW, Wyoming, MI 49509. Either Consumers or Licensee may change the designated address or addressee for such notice by notifying the other of such change.

31. Upon termination of this Agreement, Licensee shall take all actions necessary to immediately terminate public use of the licensed premises. If Licensee fails to do so, Consumers shall have the right to take whatever actions it deems necessary to terminate public use. Upon termination of this Agreement, Licensee may remove any and all improvements erected by Licensee on the licensed premises, and shall remove such improvements if so requested by Consumers. If Consumers requests removal of such improvements, Licensee shall remove such improvements within such period of time as the parties agree to but no event more than 6 months following such request. If Licensee fails to do so, Licensee shall reimburse Consumers for the cost of such removal, on demand from Consumers.

32. Unless stated otherwise, all requirements for notice contained in this Agreement shall be deemed to require notice in writing and service by: a) personal service, with service being effective upon delivery; b) United States certified mail, return receipt requested, with service being effective on the date of receipt; c) telecopy, facsimile, or other form of telecommunication, with service being effective on receipt; or d) recognized overnight courier service, with service being effective on delivery.

33. This License is given subject to any existing leases, licenses, easements and other interests in the premises, whether or not of record, including but not limited to an Amended and Restated Easement Agreement dated as of April 29, 2002, between Consumers and Michigan Electric Transmission Company. Licensee is responsible to give required notices, to secure necessary consents and permits from existing lessees, licensees, easement owners, and owners of other interests, and to comply with other requirements of such existing leases, licenses, easements, and other instruments.

IN WITNESS WHEREOF, Consumers and Licensee have caused this instrument to be executed by their duly authorized representatives on the dates indicated below.

CONSUMERS ENERGY COMPANY

By: _____
Donald C. Lowell

Its: _____
Field Representative - Central Zone

LICENSEE:

APPROVED AS TO FORM:

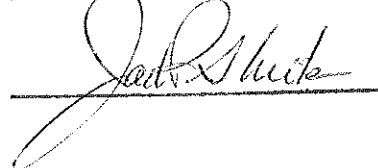


EXHIBIT A

KENT CO. T.6N. R.12W.

WYOMING TWP. WALKER TWP. Map No. 8
3. PARTON



Property owned by Consumers Energy, located in of Section 24, T6N, R12W, Wyoming Township, Kent County as shown in Exhibit A.

Tract-ID 061224011 Legacy Tract-Id 434-D77-11

EXHIBIT A (CONTINUED)

KENT CO. T.6N. R.12W.

WYOMING TWP. WALKER TWP. Map No. 8
S. FORBUSH

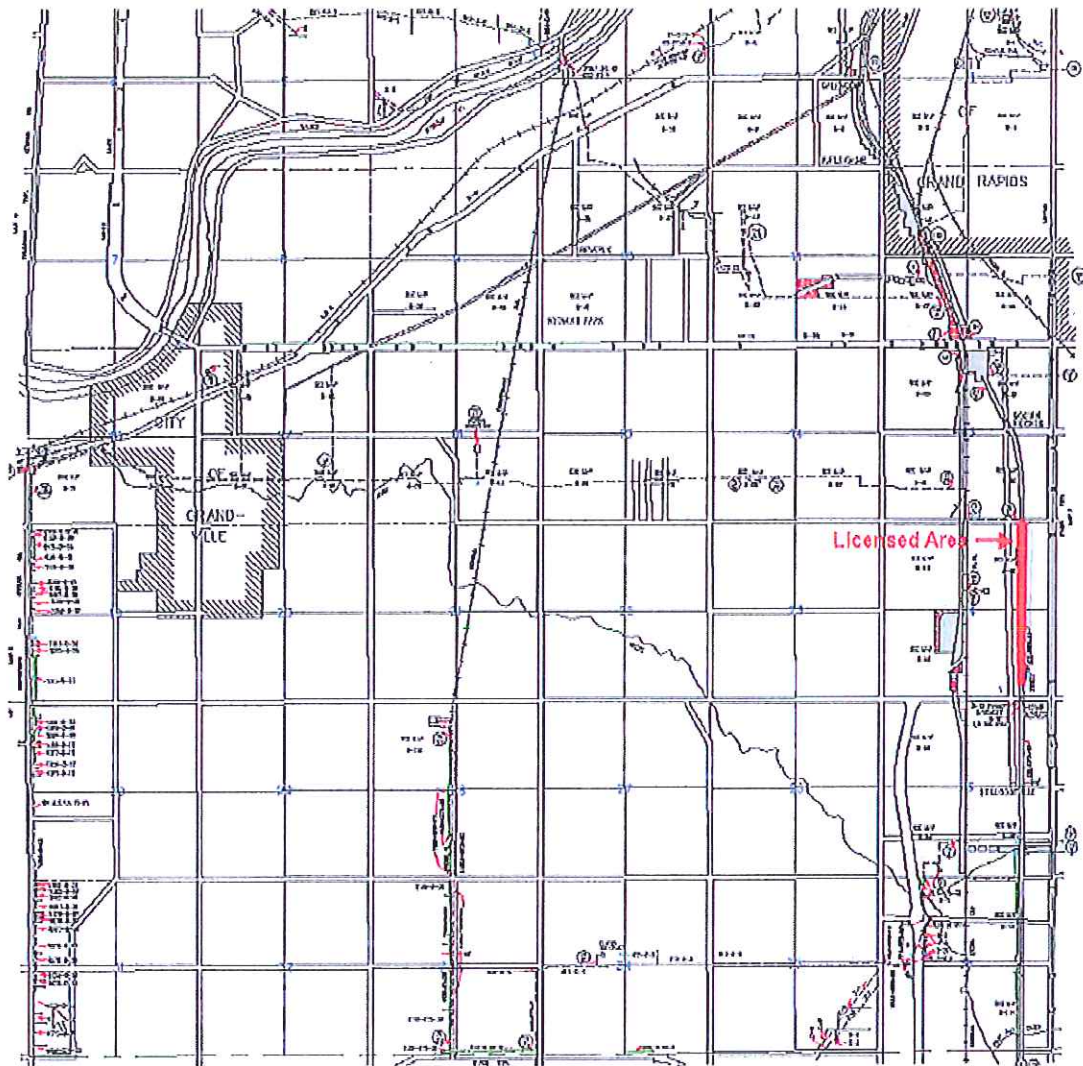
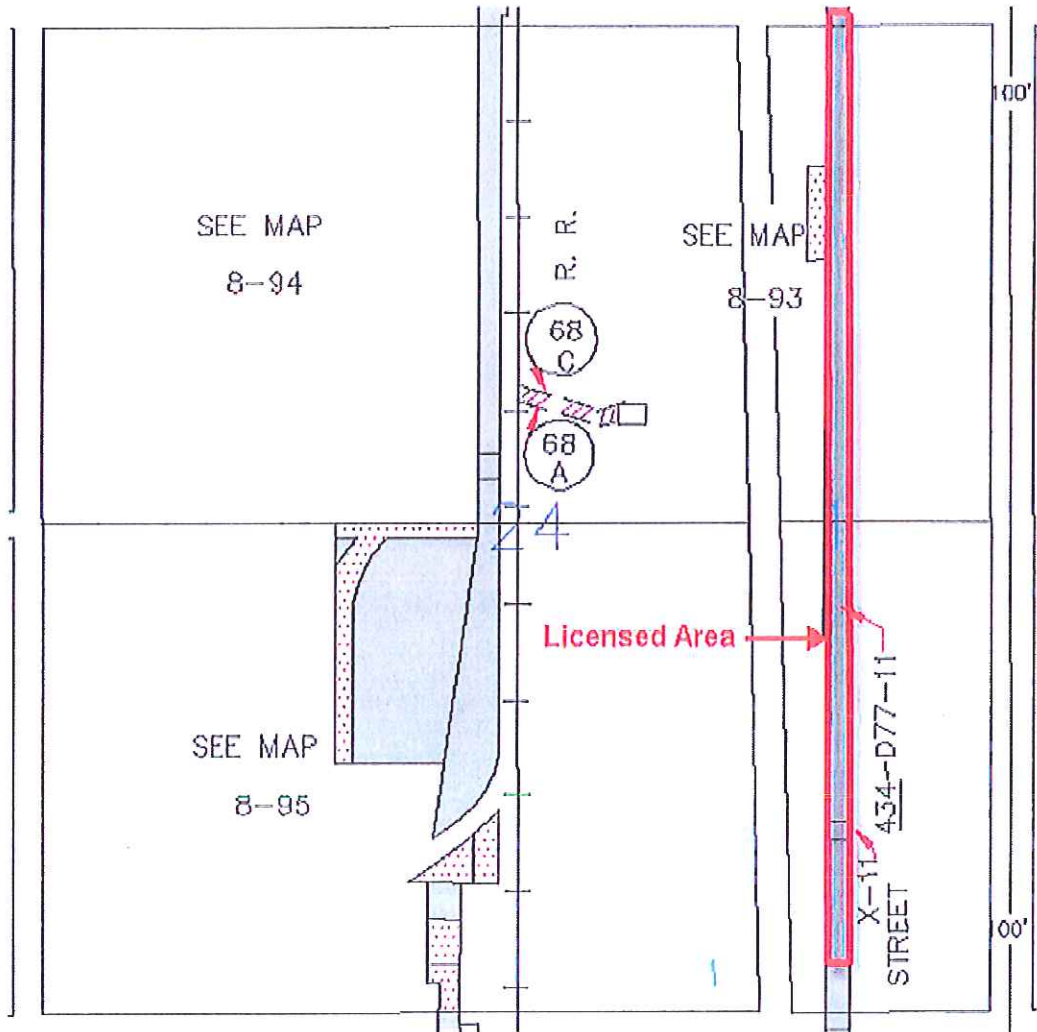
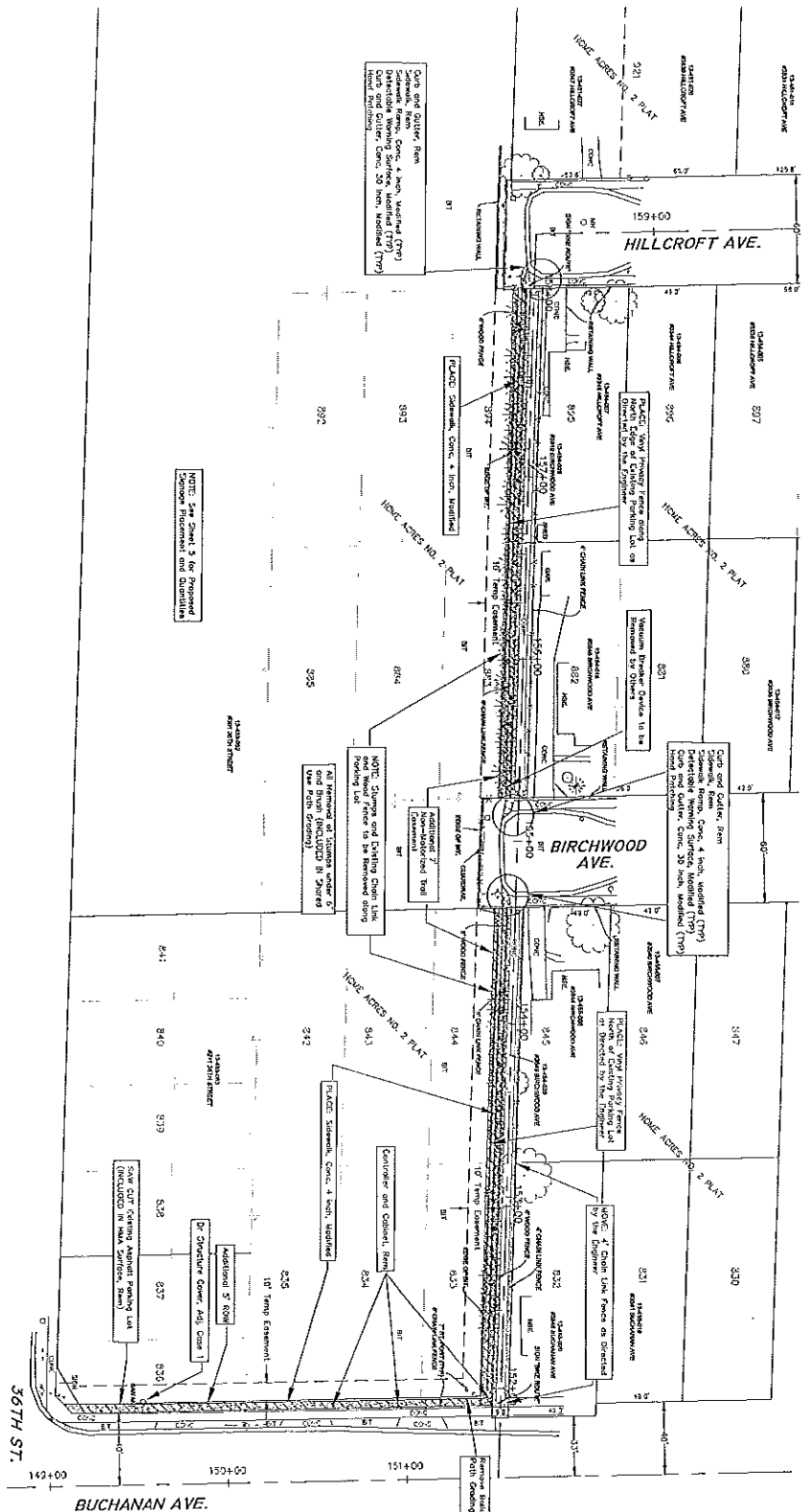
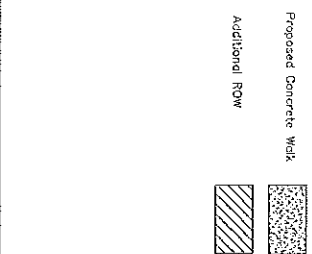


EXHIBIT A (CONTINUED)





- GENERAL NOTES:**
1. Curb and gutter and sidewalk removal will be determined by the Engineer in the field.
 2. Sign-casting to be included in the removed items and work to be completed by the contractor.
 3. On streets with on-street parallel parking, shared lane markings (sharrow) should be placed at least 11' from the face of the curb.
 4. On streets without on-street parallel parking, shared-lane markings (sharrow) should be at least 7' from the face of the curb.
 5. Contractor is required to obtain the SSSC permit for the proposed work including all devices required to comply with said permit.
 6. Existing bike path signs shall be removed and new signage placed per MUTCD, are scheduled as shown. Path signs sizes proposed along bike path and roadway sizes for signs on the roadways.



INTERURBAN BIKE TRAIL

FROM 36TH ST. & BUCHANAN AVE

CITY OF WYOMING
CONCRETE DEPARTMENT

DATE: 01/15/2020
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN

FILE NO.

Note:
Maintain traffic according to
MDOT typical MO240a

6/18/18

MSS

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE WYOMING BROWNFIELD REDEVELOPMENT
AUTHORITY TO APPLY FOR AND SECURE A GRANT AND LOAN FROM THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND TO AUTHORIZE
EXECUTION OF AN AGREEMENT WITH CWD 2757 44th, LLC

WHEREAS:

1. CWD 2757 44th LLC (“CWD 2757”) has proposed to redevelop property located at 2557 (partial), 2757, 2759 and 2761 44th Street SW, Wyoming, Michigan (the “Property”).
2. The City of Wyoming Brownfield Redevelopment Authority (“BRA”) recommended for approval and the City Council has approved a Brownfield Redevelopment Plan for the Property.
3. The Michigan Department of Environmental Quality (“MDEQ”) provides grants and loans to communities through its Brownfield Redevelopment Grant and Loan program for environmental response and certain other activities.
4. Environmental response activities are necessary in order to use the Property for economic development.
5. The Property is known to be contaminated.
6. The proposed project will be undertaken if a grant and loan are awarded; and
7. The City of Wyoming commits to repaying a loan if one is approved, up to a maximum of \$433,000.
8. The proposed economic development is consistent with local development plans, zoning ordinances, and/or the master plan.
9. The initial method of financial assurance being used to secure the loan will be a standby letter of credit in a form acceptable to the City’s legal counsel and the MDEQ.
10. Tax increment financing reimbursements will be pledged to cover loan payment obligations.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the BRA to apply for and secure a grant (up to \$202,000) and loan (up to \$433,000) from, and enter into appropriate grant and loan agreements with the MDEQ, together with the required standby letter of credit or other financial assurance acceptable to the City’s legal counsel and the MDEQ.
2. The City Council further authorizes execution of a Development Agreement among CWD 2757 44th, LLC, the City and the BRA relating to the grant and loan, in a form acceptable to the City Manager and counsel for the City.

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 June 18, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement

Resolution No. _____

STAFF REPORT

Date: June 14, 2017

Subject: Michigan Department of Environmental Quality Grant/Loan Application

From: Megan Sall, Assistant City Manager

Meeting Date: June 18, 2018

Recommendation:

Staff recommends approval for the Wyoming Brownfield Redevelopment Authority (BRA) to apply for and secure a grant (up to \$202,000) and a loan (up to \$433,000) from the Michigan Department of Environmental Quality (MDEQ). Should the grant and loan be granted, staff requests the authority to execute an agreement with CWD 2757 44th, LLC (CWD) and the BRA.

Sustainability Criteria:

Environmental Quality – Approval of these actions will allow the BRA to assist with contaminated soil removal on a brownfield property within the City of Wyoming, thereby improving its condition and quality.

Social Equity – Approval of these actions will allow for commercial redevelopment, thereby providing job opportunities and retail amenities for all residents of Wyoming.

Economic Strength – Approval of these actions will allow the BRA to significantly impact and increase the future taxable value of the property. It will also contribute to the ongoing success of the commercial corridor on 44th St SW.

Discussion:

CWD is actively working to redevelop the former Ramblewood Plaza site at 2557 (partial), 2757, 2759 and 2761 44th Street SW. The property is a certified brownfield, due to contamination from a dry cleaner that was formerly on the site.

In 2017, CWD received approval from the City for a Brownfield Plan Amendment that included plans for vapor mitigation. Since that time, it has become apparent that the original mitigation plans are not sufficient and soil removal is necessary in order to attract desired commercial tenants. The cost for soil removal is above and beyond what was originally requested in the Brownfield Plan.

In January of 2018 the MDEQ opened a grant through their Brownfield Program for soil removal. CWD and the City have since pursued these funds as a means to carry out their desired work by submitting a pre-application. The pre-application was approved and a tentative award of \$202,000 in grant funds and \$433,000 in loan funds has been extended. The City and BRA, acting on behalf of CWD, must now submit a formal application.

Under the terms of the grant/loan program, MDEQ funds will be disbursed to the City when appropriate and the City will reimburse CWD after receiving verification that reimbursable activities have been performed. The City will receive a portion of the grant/loan funds to employ a third-party consultant to monitor the environmental work and verify that it is being executed according to the work plan. Staff time will also be reimbursed under the grant/loan.

The loan will be repaid through the Brownfield tax increment financing (TIF) payments that were originally approved (up to \$842,500) through the initial Brownfield Plan last year. No increase to that amount is being requested. CWD is obligated to provide funds to repay the loan if TIF revenues are insufficient to do so. They will also be submitting a letter of credit to cover the liability that the City assumes by accepting the MDEQ loan.

Both CWD and staff believe removal of the contaminated soils will allow the site to realize its highest and best use, and pursuit of the MDEQ grant/loan program is the most advantageous way to achieve this outcome.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Electrical Supplies	Kendall Electrical Supply Company	Bid prices as shown on the attached tabulation sheet
Disposable Paper Products & Cleaning Supplies	KSS Enterprises and Nichols Paper and Supply Company (DBA Nichols)	Bid prices as shown on the attached Staff Report and tabulation sheets.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 18, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports

Tabulation Sheets

Resolution No. _____

STAFF REPORT

Date: May 30, 2018
Subject: Electrical Supplies Purchase Contract
From: Tom Wilson, Utility Maintenance Manager
Meeting Date: June 18, 2018

RECOMMENDATION:

It is recommended that the City accept the bid for electrical parts and supplies from Kendall Electric for the fiscal year 2018-2019. Kendall Electric has supplied electrical parts to the City in the past and has proven to be a reliable, local supplier that provides an excellent product at a competitive price.

SUSTAINABILITY CRITERIA:

Environmental Quality – Wyoming’s two utility plants are actively engaged in the protection of Michigan’s natural water environment and the public health of Wyoming’s citizens. Buying electrical items locally means shorter delivery runs, which reduces the environmental impact of longer distance deliveries.

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

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

QUALITY SERVICE IMPACT:

The lowest bid price combined with proven customer service translates in turn to our ability to deliver quality service to our customers and rate payers.

DISCUSSION:

The current contract for the supply of electrical parts and supplies has expired. The City recently solicited bids through its website and direct email to electrical supply companies for a list of 117 typical electrical parts and supplies commonly used at the Clean Water Plant and the Drinking Water Plant. In response, we received bids from two companies, Kendall Electric and Graybar

Electric. As seen on the attached bid tabulation sheet, each company provided their cost of a list of selected items that are commonly used not only at the Clean Water and Drinking Water Plant but also throughout the City. Of the various items that were listed Kendall Electric submitted the low bid on 107 of the 117 total. Graybar submitted no bid price on 51 of the 117 items.

Kendall Electric has proven to be an excellent supplier that provides an excellent product at a competitive price. Kendall has also been very responsive in the areas of repair and in assisting us in searching out new products.

BUDGET IMPACT:

On average, the two utility plants will both spend approximately \$2,000 per month on the purchase of electrical supplies. It is our expectation that this average will continue to be the same. Purchases of the electrical supplies will be charged to the appropriate account at the time of purchase.

TABULATION OF BIDS

ELECTRICAL SUPPLIES

OPENED BY THE CITY CLERK ON MAY 15, 2018 AT 11:00 A.M. O'CLOCK

	QTY. EACH	KENDALL ELECTRICAL SUPPLY COMPANY			GRAYBAR		
		UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO	UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO
GROUP I - CONDUIT NIPPLES (inches)							
1/2" x 2"	100	\$ 0.53	\$ 53.00	No	\$ 0.70	\$ 70.02	No
1/2" x 3"	100	\$ 0.62	\$ 62.00	No	\$ 0.82	\$ 81.77	No
1/2" x 4"	100	\$ 0.74	\$ 74.00	No	\$ 0.97	\$ 97.09	No
1/2" x 5"	100	\$ 0.82	\$ 82.00	No	\$ 1.09	\$ 108.61	No
3/4" x 2"	100	\$ 0.60	\$ 60.00	No	\$ 0.79	\$ 78.74	No
3/4" x 3"	100	\$ 0.72	\$ 72.00	No	\$ 0.96	\$ 95.52	No
3/4" x 4"	100	\$ 0.86	\$ 86.00	No	\$ 1.13	\$ 113.16	No
3/4" x 5"	100	\$ 0.99	\$ 99.00	No	\$ 1.30	\$ 130.07	No
1" x 2"	50	\$ 0.83	\$ 41.50	No	\$ 1.10	\$ 55.01	No
1" x 3"	50	\$ 1.01	\$ 50.50	No	\$ 1.33	\$ 66.64	No
1" x 4"	50	\$ 1.23	\$ 61.50	No	\$ 1.62	\$ 81.05	No
1" x 5"	50	\$ 1.40	\$ 70.00	No	\$ 1.84	\$ 91.89	No
GROUP II - LOCKNUTS (APPLETON ONLY)							
1/2"	100	\$ 0.13	\$ 13.00	Yes			
3/4"	100	\$ 0.12	\$ 12.00	Yes			
1"	100	\$ 0.44	\$ 44.00	Yes			
GROUP III - INSULATING BUSHINGS (APPLETON ONLY)							
1/2"	100	\$ 0.11	\$ 11.00	Yes			
3/4"	100	\$ 0.17	\$ 17.00	Yes			
1"	100	\$ 0.29	\$ 29.00	Yes			
GROUP IV - REDUCING BUSHINGS (APPLETON ONLY) - RATED CLASS 1, DIVISION 1A, B, C, D							
3/4" to 1/2"	100	\$ 0.40	\$ 40.00	Yes			
1" to 3/4"	100	\$ 0.62	\$ 62.00	Yes			

	QTY. EACH	KENDALL ELECTRICAL SUPPLY COMPANY			GRAYBAR		
		UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO	UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO
1-1/4" to 1"	100	\$ 1.45	\$ 145.00	Yes			
1-1/2" to 1-1/4"	100	\$ 3.70	\$ 370.00	Yes			
GROUP V - HANDI BOX BOXES - DEEP (18 CUBIC INCHES) (APPLETON ONLY)							
1/2" Knock Out	50	\$ 2.35	\$ 117.50	Yes			
3/4" Knock Out	50		\$ -	Yes			
Cover Blank	50	\$ 0.19	\$ 9.50	Yes			
Covers Du-plex	50	\$ 0.18	\$ 9.00	Yes			
Cover Switch	50	\$ 0.17	\$ 8.50	Yes			
GROUP VI - LIQUID TITE FLEX CONDUIT - METAL (EF OR VA)							
1/2"	100 Ft.	\$ 0.50	\$ 50.00	Yes	\$ 82.32	\$ 82.32	No
3/4"	100 Ft.	\$ 0.66	\$ 66.00	Yes	\$ 112.05	\$ 112.05	No
GROUP VII - LIQUID TITE FITTINGS (APPLETON ONLY)							
1/2" Straight	100	\$ 1.64	\$ 164.00	Yes			
3/4" Straight	100	\$ 2.33	\$ 233.00	Yes			
GROUP VIII - SWITCHES RECEPTACLES AND CORD CONNECTORS - (LEVITON, PASS OR SEYMORE)							
Single Pole 1121-2I	25	\$ 0.48	\$ 12.00	Yes	\$ 2.28	\$ 57.00	Yes
3-Way 1123-2	25	\$ 6.57	\$ 164.25	Yes	\$ 0.26	\$ 6.50	Yes
Duplex Recep. R15-I	50	\$ 1.37	\$ 68.50	Yes	\$ 1.02	\$ 51.00	Yes
Duplex Re-cep-tacle 5362I	50	\$ 2.90	\$ 145.00	Yes	\$ 3.09	\$ 154.50	Yes
1447 Woodhead Male Cord End	20	\$ 7.80	\$ 156.00	Yes	\$ 9.04	\$ 180.80	Yes
1547 Woodhead Female Cord End	20	\$ 1.80	\$ 36.00	Yes	\$ 15.95	\$ 319.00	Yes
GROUP IX - J BOXES							
1/2" KNOCK OUT SIZE							
4" square	50	\$ 1.03	\$ 51.50	Yes			
4-11/15" square	50			Yes			
4" octagon	50	\$ 0.48	\$ 24.00	Yes			
3/4" KNOCK OUT SIZE							
4" square	50	\$ 0.70	\$ 35.00	Yes			

	QTY. EACH	KENDALL ELECTRICAL SUPPLY COMPANY			GRAYBAR		
		UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO	UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO
4-11/16" square	50	\$ 10.40	\$ 520.00	Yes			
4" octagon	50	\$ 1.50	\$ 75.00	Yes			
GROUP X - COVERS							
BLANK:							
4" square	50	\$ 0.16	\$ 8.00	Yes	\$ 41.22	\$ 20.61	No
4-11/16" square	50	\$ 0.32	\$ 16.00	Yes	\$ 82.39	\$ 41.20	No
4" octagon	50	\$ 0.16	\$ 8.00	Yes	\$ 41.22	\$ 20.61	No
GROUP XI - CONDUIT							
IMC:							
1/2"	500 Ft.	\$ 0.99	\$ 495.00	No	\$ 106.34	\$ 531.70	No
3/4"	500 Ft.	\$ 1.17	\$ 585.00	No	\$ 125.55	\$ 627.75	No
1"	500 Ft.	\$ 1.79	\$ 895.00	No	\$ 192.59	\$ 962.95	No
PVC COATED RIGID STEEL:							
1/2"	500 Ft.	\$ 2.84	\$ 1,420.00	No	\$ 426.60	\$ 2,133.00	No
3/4"	500 Ft.	\$ 3.29	\$ 1,645.00	No	\$ 494.43	\$ 2,472.15	No
1"	500 Ft.	\$ 4.26	\$ 2,130.00	No	\$ 640.10	\$ 3,200.50	No
EMT							
1/2"	1000 Ft.	\$ 0.33	\$ 330.00	No	\$ 40.00	\$ 400.00	No
3/4"	1000 Ft.	\$ 0.60	\$ 600.00	No	\$ 70.76	\$ 707.60	No
1"	500 Ft.	\$ 1.04	\$ 520.00	No	\$ 121.61	\$ 608.05	No
LB (APPLETON):							
1/2"	100	\$ 2.14	\$ 214.00	No			
3/4"	100	\$ 2.90	\$ 290.00	No			
1"	50	\$ 4.43	\$ 221.50	No			
"T" LB (APPLETON):							
1/2"	50 Ea.	\$ 5.18	\$ 259.00	No			
3/4"	50 Ea.	\$ 6.22	\$ 311.00	No			
1"	50 Ea.	\$ 9.33	\$ 466.50	Yes			
"C" CONDULET (APP-LET-ON):							
1/2"	50 Ea.	\$ 4.99	\$ 249.50	Yes			

	QTY. EACH	KENDALL ELECTRICAL SUPPLY COMPANY			GRAYBAR		
		UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO	UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO
3/4"	50 Ea.	\$ 6.14	\$ 307.00	Yes			
1"	50 Ea.	\$ 9.33	\$ 466.50	Yes			
1 HOLE STRAP							
1/2"	100 Ea.	\$ 0.02	\$ 2.00	Yes	\$ 8.24	\$ 8.24	No
3/4"	100 Ea.	\$ 0.06	\$ 6.00	Yes	\$ 14.35	\$ 14.35	No
1"	100 Ea.	\$ 0.10	\$ 10.00	Yes		\$ 23.73	No
EMT CONNECTORS (ST-EEL)							
1/2"	200 Ea.	\$ 0.07	\$ 14.00	Yes	\$ 11.13	\$ 22.26	No
3/4"	200 Ea.	\$ 0.12	\$ 24.00	Yes	\$ 18.11	\$ 36.22	No
1"	100 Ea.	\$ 0.44	\$ 44.00	Yes	\$ 30.46	\$ 30.46	No
CONDUIT NONMETAL-LIC RIGID							
1/2" Conduit	200 Ft.	\$ 0.18	\$ 36.00	No	\$ 20.04	\$ 40.08	No
3/4" Conduit	200 Ft.	\$ 0.22	\$ 44.00	No	\$ 23.89	\$ 47.78	No
1" Conduit	200 Ft.	\$ 0.32	\$ 64.00	No	\$ 34.88	\$ 69.76	No
1/2" Coupling	50 Ea.	\$ 0.06	\$ 3.00	No	\$ 7.43	\$ 3.72	No
3/4" Coupling	50 Ea.	\$ 0.07	\$ 3.50	No	\$ 9.17	\$ 4.59	No
1" Coupling	50 Ea.	\$ 0.11	\$ 5.50	No	\$ 14.12	\$ 7.06	No
1/2" 90° Elbow	50 Ea.	\$ 0.24	\$ 12.00	No	\$ 26.26	\$ 13.13	No
3/4" 90° Elbow	50 Ea.	\$ 0.26	\$ 13.00	No	\$ 29.44	\$ 14.72	No
1" 90° Elbow	50 Ea.	\$ 0.41	\$ 20.50	No	\$ 45.91	\$ 22.96	No
EMT COUPLING (STEEL):							
1/2"	200 Ea.	\$ 0.10	\$ 20.00	Yes	\$ 14.37	\$ 28.74	No
3/4"	200 Ea.	\$ 0.15	\$ 30.00	Yes	\$ 22.30	\$ 44.60	No
1"	100 Ea.	\$ 0.24	\$ 24.00	Yes	\$ 34.82	\$ 34.82	No
GROUP XII - MINERLAC (NO SUBSTITUTIONS)							
0 - Size	200	\$ 0.33	\$ 66.00	Yes	\$ 35.00	\$ 70.00	No
1 - Size	200	\$ 0.38	\$ 76.00	Yes	\$ 34.29	\$ 68.50	No
2 - Size	200	\$ 0.45	\$ 90.00	Yes	\$ 44.98	\$ 89.96	No
GROUP XIII - STRUT (B-LINE PART NUMBERS FOR REFERENCE ONLY) - GALVANIZED (PLATED)							
1-5/8" B22SH	300 Ea	\$ 1.37	\$ 411.00	No	\$ 142.70	\$ 428.10	No
1-5/8" B140	20 Ea.	\$ 3.32	\$ 66.40	No	\$ 545.76	\$ 109.15	No

	QTY. EACH	KENDALL ELECTRICAL SUPPLY COMPANY			GRAYBAR		
		UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO	UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO
1-5/8" B133	20 Ea.	\$ 4.52	\$ 90.40	No	\$ 214.85	\$ 42.97	No
1-5/8" B202	20 Ea.	\$ 0.53	\$ 10.60	No	\$ 179.39	\$ 35.88	No
1-5/8" B7-6622	20 Ea.	\$ 18.17	\$ 363.40	No	\$ 2,131.10	\$ 426.22	No
1-5/8" B4-4122	20 Ea.	\$ 3.16	\$ 63.20	No	\$ 275.88	\$ 55.18	No
GROUP XIV - MISCELLANEOUS ITEMS (PANDUIT, SCOTCH, 3M, ADVANCE)							
Small Sticky Pads ABM2S-A-C	100	\$ 0.80	\$ 80.00	Yes	\$ 41.23	\$ 41.23	Yes
Large Sticky Pads ABM4H-A-L	100	\$ 1.12	\$ 112.00	Yes	\$ 91.33	\$ 91.33	Yes
Small Wire Ties PLT1-5M-M	100	\$ 0.31	\$ 31.00	Yes	\$ 36.07	\$ 36.07	Yes
Medium Wire Ties PLT1-5I-M	100	\$ 0.31	\$ 31.00	Yes	\$ 35.71	\$ 35.71	Yes
Large Wire Ties PLT-3S-CB	100	\$ 0.11	\$ 11.00	Yes	\$ 15.17	\$ 15.17	Yes
#33 Black Tape	20	\$ 0.70	\$ 14.00	Yes	\$ 4.32	\$ 86.40	Yes
#35 Red Tape	20	\$ 3.42	\$ 68.40	Yes	\$ 4.02	\$ 80.40	Yes
GROUP XVI - WIRE							
#14 AWG Black THHN Wire	1000FT	\$ 0.06	\$ 60.00	No	\$ 80.30	\$ 80.30	No
#12 AWG Black THHN Wire	1000FT	\$ 0.09	\$ 90.00	No	\$ 121.90	\$ 121.90	No
#10 AWG Black THHN Wire	1000FT	\$ 0.15	\$ 150.00	No	\$ 186.44	\$ 186.44	No
#14 AWG Green MTW Wire	1000FT	\$ 0.06	\$ 60.00	No	\$ 109.33	\$ 109.33	No
#12 AWG Black MTW Wire	250FT	\$ 0.19	\$ 47.50	No	\$ 156.55	\$ 78.28	No
#10 AWG Black MTW Wire	250FT	\$ 0.31	\$ 77.50	No	\$ 237.77	\$ 118.89	No
4-pair CAT-6 #24 AWG	1000FT	\$ 0.07	\$ 70.00	No	\$ 165.85	\$ 165.85	No
2 Conductor #18 AWG Shielded Wire	1000FT	\$ 0.52	\$ 520.00	No	\$ 140.00	\$ 140.00	No
2 Conductor #18 AWG Shielded Wire	250FT	\$ 0.14	\$ 35.00	No	\$ 140.00	\$ 140.00	No
#14/3 SJ Cord	250FT	\$ 0.34	\$ 85.00	No	\$ 442.00	\$ 110.50	No
GROUP XVII - OTHER MISCELLANEOUS ITEMS							
Conduit, PVC Sch 40, 1-1/4"	100	\$ 0.47	\$ 47.00		\$ 0.50	\$ 50.40	No
Conduit, PVC Sch 40, 1-1/4"	100	\$ 0.47	\$ 47.00				
Conduit, PVC Sch 40, 1-1/4"	100	\$ 0.47	\$ 47.00				
Conduit, PVC Sch 40, 1-1/4"	100	\$ 0.47	\$ 47.00				
Conduit, PVC Sch 40, 1-1/4"	100	\$ 0.47	\$ 47.00				

	QTY. EACH	KENDALL ELECTRICAL SUPPLY COMPANY			GRAYBAR		
		UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO	UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO
Conduit, PVC Sch 40, 1-1/4"	100	\$ 0.47	\$ 47.00				
Conduit, PVC Sch 40, 1-1/4"	100	\$ 0.47	\$ 47.00				
Conduit, PVC Sch 40, 1-1/4"	100	\$ 0.47	\$ 47.00				
Conduit, PVC Sch 40, 1-1/4"	100	\$ 0.47	\$ 47.00				
State percentage discount from the catalog(s) list prices for other miscellaneous items which you will offer the City throughout the one year bid period:	Varies per Manufacturer						
Other	All prices subject to change						

STAFF REPORT

Date: June 6, 2018

Subject: Disposable Paper Products & Cleaning Supplies

From: Laura Jackson, Secretary II, Purchasing Department

Meeting Date: June 18, 2018

RECOMMENDATION:

It is recommended the City Council award the bid for disposable paper products and cleaning supplies to KSS Enterprises in the amounts indicated on the attached tabulation sheets and percentage discount off the manufacturer's list prices. It is also recommended the City Council also award the bid to Nichols Paper and Supply Company (DBA Nichols) using the National Intergovernmental Purchasing Alliance (National IPA) contract prices.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Does not significantly impact this criterion.

DISCUSSION:

On May 15, 2018, seven responses were received in answer to our invitation to bid on disposable paper products and cleaning supplies. Fifty-five invitations to bid were sent to prospective bidders.

The disposable paper products and cleaning supplies are required for the City's buildings and parks. Each department uses different products based on their needs and current dispensing equipment at their location.

The bid requested prices for a three year period based on sixty-four commonly used items (tabulation sheet attached) as well as a percentage discount from the manufacturer's list price (shown below) for other miscellaneous disposable paper products and cleaning supplies.

Discount Offered from Manufactures List Price			
	Year 1	Year 2	Year 3
KSS Enterprises			
Kimberly Clark	35%	35%	35%
Net Choice	35%	35%	35%
SCA	35%	35%	35%
Tork	35%	35%	35%
Cottonelle	35%	35%	35%
Miscellaneous	35%	35%	35%
Nichols			
National IPA Cooperative Purchasing Agreement Prices			
Interboro Packaging Corporation			
Interboro's Current Catalog	50%	50%	50%
Fris Office Outfitters			
Kimberly Clark (average)	35%		
Cottonelle (average)	35%		
Georgia Pacific (average)	35%		
Allied Eagle (P.B. Gast)			
Kimberly Clark	25%	25%	25%
Net Choice	25%	25%	25%
SCA	25%	25%	25%
Tork	25%	25%	25%
Cottonelle	25%	25%	25%
Georgia Pacific	25%	25%	25%
Unipak Corporation			
UniPak Corp Bags	15%	15%	15%
Unipak Corp Gloves	10%	10%	10%

Nichols submitted a proposal to provide pricing based on the National IPA contract. The National IPA is a cooperative purchasing organization that allows educational institutions, government agencies and other non-profit entities to purchase at the awarded contract prices. The National IPA current contract term is March 1, 2017 – February 29, 2020.

BUDGET IMPACT:

Disposable paper products are purchased as required throughout the year and funds are budgeted in the various departmental accounts.

The estimated expenditure for disposable paper products during the coming year is expected to total approximately \$28,000.00.

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
OPENED BY THE CITY CLERK ON MAY 15, 2018 AT 11:00 A.M.

May 1, 2019 - April 1, 2021	Year 1			
	ITEM/BIDDER	UNIT BID PRICE	CASE BID PRICE	Substitute*
UNIT BID PRICE2				CASE BID PRICE3
TBD Foaming Disinfectant				
Allied Eagle (P.B. Gast)			\$ 2.84	\$ 34.08
KSS Enterprises	\$ 4.00	\$ 48.00	\$ 4.00	\$ 48.00
Fris Office Outfitters			\$ 2.97	\$ 35.64
Miner Supply			\$ 4.28	\$ 51.36
Top Clean				
Allied Eagle (P.B. Gast)				\$ 34.23
KSS Enterprises	\$ 28.43	\$ 117.72		
Fris Office Outfitters			\$ 14.59	\$ 58.96
Miner Supply			\$ 19.55	\$ 78.20
Re-Juv-Nal				
Allied Eagle (P.B. Gast)				\$ 34.13
KSS Enterprises	\$ 15.04	\$ 60.16		
Fris Office Outfitters			\$ 37.95	\$ 151.80
Miner Supply			\$ 19.55	\$ 78.20
Polyliner				
Unipak Corporation		\$ 21.50	\$ 0.43	\$ 21.50
Allied Eagle (P.B. Gast)				\$ 17.87
KSS Enterprises	\$ 0.03	\$ 13.27	\$ 0.03	\$ 13.27
Interboro Packaging Corp. Bid "A"			\$ 0.05	\$ 26.34
Bid "B"			\$ 0.02	\$ 11.82
Bid "C"			\$ 0.02	\$ 8.18
Bid "D"			\$ 0.02	\$ 8.18
Fris Office Outfitters				\$ 28.77
Miner Supply				\$ 23.78
Polyliner				
Unipak Corporation		\$ 28.90	\$ 0.14	\$ 28.90
Allied Eagle (P.B. Gast)				\$ 20.65
KSS Enterprises	\$ 0.19	\$ 28.30	\$ 0.19	\$ 28.30
Interboro Packaging Corp. Bid "A"			\$ 0.11	\$ 21.72
Bid "B"			\$ 0.10	\$ 19.48
Bid "C"			\$ 0.09	\$ 17.24
Bid "D"			\$ 0.07	\$ 14.98
Fris Office Outfitters				\$ 24.95
Miner Supply			\$ 0.18	\$ 35.40
Fresh Foam Hand Soap				
Allied Eagle (P.B. Gast)		\$ 51.49		
KSS Enterprises	\$ 10.76	\$ 43.02	\$ 10.76	\$ 43.02
Fris Office Outfitters			\$ 8.30	\$ 49.80
Nichols	\$ 12.39	\$ 49.56		
Miner Supply	\$ 15.50	\$ 61.99		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
OPENED BY THE CITY CLERK ON MAY 15, 2018 AT 11:00 A.M.

May 1, 2019 - April 1, 2021	Year 1			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Stretch'n Dust Cloth				
Allied Eagle (P.B. Gast)		\$ 54.01		
KSS Enterprises	\$ 11.73	\$ 58.68		
Fris Office Outfitters			\$ 14.70	\$ 58.80
Nichols	\$ 12.45	\$ 62.25		
Miner Supply	\$ 13.00	\$ 65.00		
Universal Tall Fold Napkin				
Allied Eagle (P.B. Gast)		\$ 33.39		
KSS Enterprises	\$ 2.29	\$ 36.84		
Fris Office Outfitters			\$ 1.13	\$ 45.20
Nichols	\$ 3.23	\$ 51.68		
Foam Cups				
Allied Eagle (P.B. Gast)		\$ 21.99		
KSS Enterprises	\$ 0.26	\$ 25.87		
Fris Office Outfitters		\$ 22.07		
Nichols	\$ 0.02	\$ 24.74		
Miner Supply	\$ 2.50	\$ 25.00		
Dial Antibacterial Soap				
Allied Eagle (P.B. Gast)		\$ 43.99		
KSS Enterprises	\$ 12.39	\$ 49.56		
Fris Office Outfitters	\$ 11.11	\$ 44.44		
Nichols	\$ 13.25	\$ 53.00		
Hand Sanitizer				
Allied Eagle (P.B. Gast)		\$ 56.61		
KSS Enterprises	\$ 8.98	\$ 107.55	\$ 8.96	\$ 107.55
Fris Office Outfitters	\$ 4.54	\$ 54.48		
Nichols	\$ 4.74	\$ 56.88		
Miner Supply	\$ 5.99	\$ 71.88		
Skin Cleanser				
Allied Eagle (P.B. Gast)		\$ 30.40		
KSS Enterprises	\$ 7.33	\$ 29.35	\$ 7.33	\$ 29.35
Fris Office Outfitters			\$ 5.57	\$ 22.28
Nichols	\$ 6.31	\$ 25.21		
Miner Supply			\$ 9.97	\$ 39.88
Tork Roll Towel Handi-Size				
Allied Eagle (P.B. Gast)		\$ 18.89		
KSS Enterprises	\$ 0.98	\$ 29.27		
Fris Office Outfitters			\$ 0.78	\$ 23.40
Nichols	\$ 0.99	\$ 29.76		
Miner Supply	\$ 0.99	\$ 29.80		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
OPENED BY THE CITY CLERK ON MAY 15, 2018 AT 11:00 A.M.

May 1, 2019 - April 1, 2021	Year 1			
	ITEM/BIDDER	UNIT BID PRICE	CASE BID PRICE	Substitute*
UNIT BID PRICE2				CASE BID PRICE3
C-Fold Towel				
Allied Eagle (P.B. Gast)		\$ 17.78		
KSS Enterprises	\$ 1.22	\$ 19.51	\$ 1.22	\$ 19.51
Fris Office Outfitters				\$ 16.35
Miner Supply		\$ 19.88		
Coreless Roll Can Liners				
Unipak Corporation		\$ 23.50	\$ 0.02	\$ 23.50
Allied Eagle (P.B. Gast)		\$ 16.65		
KSS Enterprises	\$ 0.03	\$ 29.15	\$ 0.03	\$ 29.15
Interboro Packaging Corp. Bid "A"				
Bid "B"				
Bid "C"				
Fris Office Outfitters				\$ 23.17
Miner Supply			\$ 0.03	\$ 25.45
HiD Liner 38X60 14m CL 200/CA				
Unipak Corporation	\$ 0.14	\$ 28.50	\$ 0.14	\$ 28.50
Allied Eagle (P.B. Gast)		\$ 22.51		
KSS Enterprises	\$ 0.15	\$ 29.24		
Interboro Packaging Corp. Bid "A"			\$ 0.01	\$ 14.48
Bid "B"			\$ 0.09	\$ 18.84
Bid "C"			\$ 0.08	\$ 16.34
Fris Office Outfitters				\$ 41.55
Miner Supply				\$ 28.60
Nitrile General Purpose Gloves-XL				
Unipak Corporation	\$ 4.80	\$ 48.00	\$ 0.48	\$ 48.00
Allied Eagle (P.B. Gast)			\$ 3.82	\$ 38.20
KSS Enterprises	\$ 5.15	\$ 51.50		
Interboro Packaging Corp. Bid "A"			\$ 3.98	
Bid "B"			\$ 3.98	
Bid "C"			\$ 3.98	
Fris Office Outfitters	\$ 5.47	\$ 54.70		
Miner Supply			\$ 4.10	\$ 41.00
Nitrile General Purpose Gloves-L				
Unipak Corporation	\$ 4.80	\$ 48.00	\$ 0.48	\$ 48.00
Allied Eagle (P.B. Gast)			\$ 3.82	\$ 38.20
KSS Enterprises	\$ 5.15	\$ 51.50		
Interboro Packaging Corp. Bid "A"			\$ 3.98	
Bid "B"			\$ 3.98	
Bid "C"			\$ 3.98	
Fris Office Outfitters	\$ 5.47	\$ 54.70		
Miner Supply			\$ 4.10	\$ 41.00

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
OPENED BY THE CITY CLERK ON MAY 15, 2018 AT 11:00 A.M.

May 1, 2019 - April 1, 2021	Year 1			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Nitrile General Purpose Gloves-M				
Unipak Corporation	\$ 4.80	\$ 48.00	\$ 0.48	\$ 48.00
Allied Eagle (P.B. Gast)			\$ 3.82	\$ 38.20
KSS Enterprises	\$ 5.15	\$ 51.50		
Interboro Packaging Corp. Bid "A"			\$ 3.98	
Bid "B"			\$ 3.98	
Bid "C"			\$ 3.98	
Fris Office Outfitters	\$ 5.47	\$ 54.70		
Miner Supply			\$ 4.10	\$ 41.00
Kleenex C-Fold				
Allied Eagle (P.B. Gast)		\$ 31.14		
KSS Enterprises	\$ 2.06	\$ 32.97		
Fris Office Outfitters	\$ 2.75	\$ 44.00		
Nichols	\$ 1.89	\$ 30.30		
Miner Supply				\$ 19.88
Wypall Quarterfold Wipes				
Allied Eagle (P.B. Gast)		\$ 78.08		
KSS Enterprises	\$ 2.94	\$ 52.96		
Fris Office Outfitters	\$ 3.66	\$ 65.88		
Nichols	\$ 2.30	\$ 41.43		
Miner Supply			\$ 5.00	\$ 40.00
Kleenex Cottonelle Toilet Paper				
Allied Eagle (P.B. Gast)		\$ 35.28		
KSS Enterprises	\$ 0.62	\$ 37.35		
Fris Office Outfitters	\$ 0.79	\$ 47.40		
Nichols	\$ 0.58	\$ 35.06		
Miner Supply			\$ 0.87	\$ 69.90
Kleenex 2-Ply Facial Tissues				
Allied Eagle (P.B. Gast)		\$ 79.66		
KSS Enterprises	\$ 1.04	\$ 49.95		
Fris Office Outfitters	\$ 1.33	\$ 63.84		
Nichols	\$ 0.95	\$ 45.83		
Miner Supply			\$ 2.30	\$ 23.00
Wypall L20 Wipers, 2-Ply				
Allied Eagle (P.B. Gast)		\$ 60.83		
KSS Enterprises	\$ 4.00	\$ 48.01		
Fris Office Outfitters			\$ 5.32	\$ 63.84
Nichols	\$ 3.13	\$ 37.50		

TABULATION OF BIDS
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May 1, 2019 - April 1, 2021	Year 1			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Stripping Floor Pads				
Allied Eagle (P.B. Gast)			\$ 2.63	\$ 13.15
KSS Enterprises	\$ 3.50	\$ 17.48	\$ 3.50	\$ 17.48
Fris Office Outfitters			\$ 3.11	\$ 15.55
Miner Supply			\$ 8.00	\$ 40.00
Low-Speed Buffer Floor Pads 5100				
Allied Eagle (P.B. Gast)			\$ 1.59	\$ 7.95
KSS Enterprises	\$ 2.11	\$ 10.55	\$ 2.11	\$ 10.55
Fris Office Outfitters			\$ 2.33	\$ 11.65
Miner Supply			\$ 4.80	\$ 24.00
Ultra High-Speed Burnishing Pads				
Allied Eagle (P.B. Gast)			\$ 2.68	\$ 13.40
KSS Enterprises	\$ 3.50	\$ 17.48	\$ 3.50	\$ 17.48
Fris Office Outfitters			\$ 3.50	\$ 17.50
Miner Supply			\$ 8.00	\$ 40.00
General Purpose Cleaner Grey Cap				
Allied Eagle (P.B. Gast)				\$ 21.49
KSS Enterprises	\$ 18.50	\$ 74.00	\$ 18.50	\$ 74.00
Fris Office Outfitters			\$ 14.42	\$ 57.68
Nichols	\$ 24.95	\$ 149.73		
Miner Supply			\$ 19.55	\$ 78.20
Neutral Cleaner Concentrate 3H				
Allied Eagle (P.B. Gast)				\$ 21.49
KSS Enterprises	\$ 23.91	\$ 95.61	\$ 23.91	\$ 95.64
Fris Office Outfitters			\$ 14.42	\$ 57.68
Nichols	\$ 31.97	\$ 191.86		
Miner Supply			\$ 29.75	\$ 119.00
Heavy Duty Glass Cleaner 20L				
Allied Eagle (P.B. Gast)				\$ 76.02
KSS Enterprises	\$ 22.46	\$ 88.94	\$ 22.46	\$ 89.84
Fris Office Outfitters			\$ 14.50	\$ 58.00
Nichols	\$ 34.40	\$ 206.43		
Miner Supply			\$ 27.50	\$ 110.00
3-in-1 Floor Cleaner 24H				
Allied Eagle (P.B. Gast)				\$ 40.28
Fris Office Outfitters			\$ 14.43	\$ 57.72
Nichols	\$ 40.85	\$ 245.14		
Miner Supply			\$ 19.55	\$ 78.20

TABULATION OF BIDS
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May 1, 2019 - April 1, 2021	Year 1			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Bare Bones Liquefying Stripper				
Allied Eagle (P.B. Gast)				\$ 57.49
KSS Enterprises	\$ 41.36	\$ 41.36	\$ 41.36	\$ 41.36
Fris Office Outfitters			\$ 85.39	\$ 85.39
Miner Supply		\$ 74.00		
Pinky Cleaner				
Allied Eagle (P.B. Gast)			\$ 1.78	\$ 21.36
KSS Enterprises	\$ 2.48	\$ 29.76	\$ 2.48	\$ 41.36
Fris Office Outfitters			\$ 3.60	\$ 43.20
Nichols	\$ 2.40	\$ 28.85		
Miner Supply			\$ 2.50	\$ 30.00
Super Shine Stainless Steel Cleaner				
Allied Eagle (P.B. Gast)			\$ 3.89	\$ 46.68
KSS Enterprises	\$ 3.53	\$ 42.36	\$ 3.35	\$ 42.36
Fris Office Outfitters			\$ 3.20	\$ 38.40
Nichols	\$ 4.39	\$ 52.65		
Miner Supply			\$ 5.83	\$ 69.99
20" Buffing Floor Pad, Red				
Allied Eagle (P.B. Gast)			\$ 2.56	\$ 12.80
KSS Enterprises	\$ 3.50	\$ 17.48	\$ 3.50	\$ 17.48
Fris Office Outfitters			\$ 2.33	\$ 11.65
Nichols	\$ 3.55	\$ 17.74		
Miner Supply			\$ 8.00	\$ 40.00
Roll Liners				
Unipak Corporation		\$ 24.50	\$ 0.10	\$ 24.50
Allied Eagle (P.B. Gast)				\$ 27.72
Interboro Packaging Corp. Bid "A"			\$ 0.06	\$ 5.84
Bid "B"			\$ 0.05	\$ 5.24
Bid "C"			\$ 0.04	\$ 4.48
Bid "D"			\$ 0.04	\$ 3.98
Nichols		\$ 33.38		
Miner Supply				\$ 35.85
Roll Liners				
Unipak Corporation		\$ 31.25	\$ 0.21	\$ 31.25
Allied Eagle (P.B. Gast)				\$ 22.63
Interboro Packaging Corp. Bid "A"			\$ 0.16	\$ 16.72
Bid "B"			\$ 0.15	\$ 15.32
Bid "C"			\$ 0.14	\$ 13.98
Bid "D"			\$ 0.12	\$ 11.82
Fris Office Outfitters			\$ 32.47	\$ 32.47
Nichols		\$ 28.29		
Miner Supply				\$ 29.88

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DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 1			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Roll Liners				
Unipak Corporation		\$ 31.25	\$ 0.21	\$ 31.25
Allied Eagle (P.B. Gast)			\$ 200.00	
Interboro Packaging Corp. Bid "A"			\$ 0.17	\$ 16.72
Bid "B"			\$ 0.15	\$ 15.32
Bid "C"			\$ 0.02	\$ 13.98
Bid "D"			\$ 0.12	\$ 11.82
Nichols		\$ 28.29		
Miner Supply				\$ 29.88
Liquid Dishwashing Detergent (Dawn)				
Allied Eagle (P.B. Gast)		\$ 58.41		
KSS Enterprises	\$ 7.03	\$ 28.12	\$ 7.03	\$ 28.12
Fris Office Outfitters	\$ 12.77	\$ 51.08		
Nichols	\$ 14.79	\$ 59.16		
Miner Supply			\$ 13.50	\$ 54.00
Dishwashing Detergent (Cascade)				
Allied Eagle (P.B. Gast)		\$ 49.68		
KSS Enterprises				
Fris Office Outfitters	\$ 6.99	\$ 83.88		
Nichols	\$ 7.15	\$ 50.05		
Advanced Hardwound Paper Roll Towel, 1-Ply				
Allied Eagle (P.B. Gast)		\$ 21.83		
KSS Enterprises	\$ 1.92	\$ 23.11		
Fris Office Outfitters			\$ 2.21	\$ 26.52
Nichols	\$ 2.10	\$ 25.24		
Miner Supply	\$ 2.08	\$ 25.00		
Hardwound Paper Roll Towel, 1-Ply				
Allied Eagle (P.B. Gast)		\$ 22.89		
KSS Enterprises	\$ 4.29	\$ 25.75		
Fris Office Outfitters			\$ 2.21	\$ 26.52
Nichols	\$ 3.88	\$ 23.27		
Miner Supply	\$ 4.27	\$ 25.60		
Small Trash Liners 8MIC Liner 1000C				
Unipak Corporation	\$ 0.03	\$ 27.50	\$ 0.03	\$ 27.50
Allied Eagle (P.B. Gast)				\$ 18.31
KSS Enterprises	\$ 0.03	\$ 28.19		
Interboro Packaging Corp. Bid "A"			\$ 0.03	\$ 20.68
Bid "B"			\$ 0.01	\$ 13.82
Bid "C"			\$ 0.01	\$ 13.82
Bid "D"			\$ 0.01	\$ 13.82
Fris Office Outfitters				\$ 28.29
Miner Supply		\$ 29.80		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 1			
	ITEM/BIDDER	UNIT BID PRICE	CASE BID PRICE	Substitute*
UNIT BID PRICE2				CASE BID PRICE3
Large Trash Liners 17 MIC				
Unipak Corporation	\$ 0.16	\$ 31.90	\$ 0.16	\$ 31.90
Allied Eagle (P.B. Gast)				\$ 22.51
KSS Enterprises	\$ 0.14	\$ 28.75		
Interboro Packaging Corp. Bid "A"			\$ 0.13	\$ 12.94
Bid "B"			\$ 0.12	\$ 11.68
Bid "C"			\$ 0.10	\$ 10.24
Bid "D"			\$ 0.10	\$ 9.68
Fris Office Outfitters				\$ 33.05
Miner Supply		\$ 29.88		
Shineline Emulsifier Plus				
Allied Eagle (P.B. Gast)		\$ 57.95		
KSS Enterprises		\$ 41.36		\$ 41.36
Fris Office Outfitters				\$ 85.39
Nichols		\$ 53.00		
Miner Supply		\$ 59.75		
PSQ II Pine-Scented Disinfectant				
Allied Eagle (P.B. Gast)			\$ 8.63	\$ 34.52
KSS Enterprises	\$ 18.02	\$ 72.10	\$ 18.02	\$ 72.10
Fris Office Outfitters			\$ 17.30	\$ 69.20
Nichols	\$ 9.59	\$ 38.36		
Miner Supply	\$ 11.20	\$ 44.80		
Xtreme Clean Cargo Pressure Washer Con.				
Allied Eagle (P.B. Gast)		\$ 33.76		
KSS Enterprises		\$ 50.01		\$ 50.01
Nichols		\$ 37.51		
Miner Supply		\$ 43.90		
DFP-32 Cleaner				
KSS Enterprises	\$ 7.83	\$ 31.30	\$ 7.83	\$ 31.30
Fris Office Outfitters			\$ 14.45	\$ 57.80
Nichols	\$ 8.59	\$ 34.35		
Miner Supply	\$ 9.97	\$ 39.88		
Spartan Tri-Base Multi-Purpose Cleaner				
Allied Eagle (P.B. Gast)	\$ 8.39	\$ 33.56		
KSS Enterprises	\$ 18.82	\$ 74.48	\$ 18.62	\$ 74.48
Fris Office Outfitters			\$ 13.05	\$ 52.20
Nichols	\$ 9.31	\$ 37.24		
Miner Supply	\$ 12.00	\$ 48.00		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 1			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Shineline Floor Seal				
Allied Eagle (P.B. Gast)		\$ 63.24		
KSS Enterprises		\$ 66.36		\$ 66.36
Fris Office Outfitters				\$ 112.09
Nichols		\$ 70.26		
Miner Supply		\$ 76.00		
Shineline Baseboard & Wax Build Up Stripper				
Allied Eagle (P.B. Gast)	\$ 2.76	\$ 33.12		
KSS Enterprises	\$ 3.09	\$ 37.08	\$ 3.09	\$ 37.08
Fris Office Outfitters			\$ 6.77	\$ 81.24
Nichols	\$ 2.95	\$ 35.34		
Miner Supply	\$ 3.99	\$ 47.88		
TnT Disinfectant Bathroom Cleaner				
Allied Eagle (P.B. Gast)	\$ 2.84	\$ 34.08		
KSS Enterprises	\$ 3.40	\$ 40.08	\$ 3.40	\$ 40.08
Fris Office Outfitters			\$ 3.89	\$ 31.12
Nichols	\$ 2.72	\$ 32.62		
Miner Supply	\$ 3.50	\$ 42.00		
All Purpose Cleaner 6520 Aerosol				
Allied Eagle (P.B. Gast)	\$ 2.66	\$ 31.92		
KSS Enterprises	\$ 2.60	\$ 31.20	\$ 2.60	\$ 31.20
Fris Office Outfitters			\$ 3.00	\$ 36.00
Nichols	\$ 2.84	\$ 34.05		
Miner Supply	\$ 3.33	\$ 40.00		
NABC Restroom Cleaner				
Allied Eagle (P.B. Gast)	\$ 1.78	\$ 21.36		
KSS Enterprises	\$ 2.13	\$ 25.56		
Fris Office Outfitters			\$ 1.91	\$ 22.92
Nichols	\$ 1.75	\$ 21.00		
Miner Supply	\$ 2.16	\$ 26.00		
Germicidal Bowl Cleaner				
Allied Eagle (P.B. Gast)			\$ 1.69	\$ 20.28
KSS Enterprises	\$ 14.81	\$ 59.26	\$ 14.81	\$ 59.26
Fris Office Outfitters			\$ 12.29	\$ 23.74
Nichols		\$ 87.09		
Miner Supply		\$ 105.00		
SparClean HiTemp Rinse Aid				
Allied Eagle (P.B. Gast)		\$ 54.13		
KSS Enterprises	\$ 5.94	\$ 71.28	\$ 5.94	\$ 71.28
Fris Office Outfitters			\$ 58.21	\$ 232.84
Nichols	\$ 5.02	\$ 60.24		
Miner Supply		\$ 69.88		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 1			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
ITEM/BIDDER				
SparClean Coffee and Tea Carafe Detainers 60				
Allied Eagle (P.B. Gast)		\$ 24.13		
KSS Enterprises	\$ 5.15	\$ 51.56		
Fris Office Outfitters			\$ 10.15	\$ 60.90
Nichols	\$ 2.33	\$ 26.80		
12" Powder Free Nitrile Gloves - Large				
Allied Eagle (P.B. Gast)		\$ 65.00		
KSS Enterprises	\$ 5.15	\$ 51.56		
Fris Office Outfitters			\$ 16.05	\$ 96.30
Nichols	\$ 5.88	\$ 58.80		
Miner Supply			\$ 4.10	\$ 41.00
12" Powder Free Nitrile Gloves - Medium				
Allied Eagle (P.B. Gast)		\$ 65.00		
KSS Enterprises	\$ 5.15	\$ 51.56		
Fris Office Outfitters			\$ 16.05	\$ 96.30
Nichols	\$ 5.88	\$ 58.80		
Miner Supply			\$ 4.10	\$ 41.00
12" Powder Free Nitrile Gloves - XL				
Allied Eagle (P.B. Gast)		\$ 65.00		
KSS Enterprises	\$ 2.26	\$ 27.13		
Fris Office Outfitters			\$ 16.05	\$ 96.30
Nichols	\$ 5.88	\$ 58.80		
Miner Supply			\$ 4.10	\$ 41.00
Universal Jumbo Bath Tissue 2-Ply				
Allied Eagle (P.B. Gast)				\$ 15.28
KSS Enterprises	\$ 4.29	\$ 25.75		
Fris Office Outfitters			\$ 2.24	\$ 26.88
Nichols	\$ 1.95	\$ 22.98		
Miner Supply		\$ 24.98		
Universal Hand Towel Roll				
Allied Eagle (P.B. Gast)		\$ 12.89		
KSS Enterprises	\$ 4.29	\$ 41.50		
Fris Office Outfitters			\$ 4.29	\$ 25.74
Nichols	\$ 3.88	\$ 23.27		
Miner Supply		\$ 25.89		
Standard 2-Ply Toilet Paper Rolls				
Allied Eagle (P.B. Gast)		\$ 36.89		
KSS Enterprises	\$ 0.43	\$ 41.50		
Fris Office Outfitters			\$ 0.40	\$ 38.40
Nichols	\$ 0.40	\$ 38.26		
Miner Supply		\$ 38.85		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 1			
	Substitute*			
ITEM/BIDDER	UNIT BID PRICE	CASE BID PRICE	UNIT BID PRICE2	CASE BID PRICE3
Standard 2-Ply Toilet Paper Rolls				
Allied Eagle (P.B. Gast)		\$ 36.89		
KSS Enterprises	\$ 0.43	\$ 41.50		
Fris Office Outfitters			\$ 0.40	\$ 38.40
Nichols	\$ 0.40	\$ 38.26		
Miner Supply		\$ 38.85		

* Additional information available on submitted bid proposal forms.

TABULATION OF BIDS
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May 1, 2019 - April 1, 2021	Year 2			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
TBD Foaming Disinfectant				
Allied Eagle (P.B. Gast)			\$ 2.84	\$ 34.09
KSS Enterprises	\$ 4.00	\$ 48.00	\$ 4.00	\$ 48.00
Fris Office Outfitters			\$ 2.97	\$ 35.64
Miner Supply			\$ 4.28	\$ 51.36
Top Clean				
Allied Eagle (P.B. Gast)				\$ 34.23
KSS Enterprises	\$ 28.43	\$ 117.72		
Fris Office Outfitters			\$ 14.59	\$ 58.96
Miner Supply			\$ 19.55	\$ 78.20
Re-Juv-Nal				
Allied Eagle (P.B. Gast)				\$ 34.99
KSS Enterprises	\$ 15.04	\$ 60.16		
Fris Office Outfitters			\$ 37.95	\$ 151.80
Miner Supply			\$ 19.55	\$ 78.20
Polyliner				
Unipak Corporation		\$ 21.50	\$ 0.43	\$ 21.50
Allied Eagle (P.B. Gast)				\$ 18.09
KSS Enterprises	\$ 0.03	\$ 13.67	\$ 0.03	
Interboro Packaging Corp. Bid "A"			\$ 0.06	\$ 28.97
Bid "B"			\$ 0.03	\$ 13.00
Bid "C"			\$ 0.02	\$ 9.00
Bid "D"			\$ 0.02	\$ 9.00
Fris Office Outfitters				\$ 28.77
Miner Supply				\$ 23.78
Polyliner				
Unipak Corporation		\$ 28.90	\$ 0.14	\$ 28.90
Allied Eagle (P.B. Gast)				\$ 20.17
KSS Enterprises	\$ 0.19	\$ 29.19	\$ 0.19	\$ 29.19
Interboro Packaging Corp. Bid "A"			\$ 0.12	\$ 23.89
Bid "B"			\$ 0.11	\$ 21.43
Bid "C"			\$ 0.09	\$ 18.96
Bid "D"			\$ 0.08	\$ 16.48
Fris Office Outfitters				\$ 24.95
Miner Supply			\$ 0.18	\$ 35.40
Fresh Foam Hand Soap				
Allied Eagle (P.B. Gast)		\$ 52.12		
KSS Enterprises	\$ 10.76	\$ 43.02	\$ 10.76	\$ 43.02
Fris Office Outfitters			\$ 8.30	\$ 49.80
Nichols				
Miner Supply	\$ 15.50	\$ 61.99		

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May 1, 2019 - April 1, 2021	Year 2			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Stretch'n Dust Cloth				
Allied Eagle (P.B. Gast)		\$ 55.36		
KSS Enterprises	\$ 11.73	\$ 58.68		
Fris Office Outfitters			\$ 14.70	\$ 58.80
Nichols				
Miner Supply	\$ 13.00	\$ 65.00		
Universal Tall Fold Napkin				
Allied Eagle (P.B. Gast)		\$ 33.76		
KSS Enterprises	\$ 2.36	\$ 37.77		
Fris Office Outfitters			\$ 1.13	\$ 45.20
Nichols	\$ 3.23	\$ 51.68		
Foam Cups				
Allied Eagle (P.B. Gast)		\$ 22.24		
KSS Enterprises	\$ 0.26	\$ 25.87		
Fris Office Outfitters		\$ 22.07		
Nichols	\$ 0.02	\$ 24.74		
Miner Supply	\$ 2.50	\$ 25.00		
Dial Antibacterial Soap				
Allied Eagle (P.B. Gast)		\$ 44.75		
KSS Enterprises	\$ 12.39	\$ 49.56		
Fris Office Outfitters	\$ 11.11	\$ 44.44		
Nichols	\$ 13.25	\$ 53.00		
Hand Sanitizer				
Allied Eagle (P.B. Gast)		\$ 57.30		
KSS Enterprises	\$ 8.98	\$ 107.55	\$ 8.96	\$ 107.55
Fris Office Outfitters	\$ 4.54	\$ 54.48		
Nichols	\$ 4.74	\$ 56.88		
Miner Supply	\$ 5.99	\$ 71.88		
Skin Cleanser				
Allied Eagle (P.B. Gast)		\$ 30.77		
KSS Enterprises				
Fris Office Outfitters			\$ 5.57	\$ 22.28
Nichols	\$ 6.31	\$ 25.21		
Miner Supply			\$ 9.97	\$ 39.88
Tork Roll Towel Handi-Size				
Allied Eagle (P.B. Gast)		\$ 19.10		
KSS Enterprises	\$ 1.01	\$ 30.17	\$ 1.01	
Fris Office Outfitters			\$ 0.78	\$ 23.40
Nichols	\$ 0.99	\$ 29.76		
Miner Supply	\$ 0.99	\$ 29.80		

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DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 2			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
C-Fold Towel				
Allied Eagle (P.B. Gast)		\$ 18.18		\$ 18.60
KSS Enterprises	\$ 1.26	\$ 20.10	\$ 1.26	\$ 20.10
Fris Office Outfitters				\$ 16.35
Miner Supply		\$ 19.88		
Coreless Roll Can Liners				
Unipak Corporation		\$ 23.50	\$ 0.02	\$ 23.50
Allied Eagle (P.B. Gast)		\$ 16.86		
KSS Enterprises	\$ 0.03	\$ 30.04	\$ 0.03	\$ 30.04
Interboro Packaging Corp. Bid "A"				
Bid "B"				
Bid "C"				
Fris Office Outfitters				\$ 23.17
Miner Supply			\$ 0.03	\$ 25.45
HiD Liner 38X60 14m CL 200/CA				
Unipak Corporation	\$ 0.14	\$ 28.50	\$ 0.14	\$ 28.50
Allied Eagle (P.B. Gast)		\$ 23.08		
KSS Enterprises	\$ 0.15	\$ 30.15	\$ 0.15	\$ 30.15
Interboro Packaging Corp. Bid "A"			\$ 0.01	\$ 22.92
Bid "B"			\$ 0.01	\$ 20.73
Bid "C"			\$ 0.01	\$ 17.97
Fris Office Outfitters				\$ 41.55
Miner Supply				\$ 28.60
Nitrile General Purpose Gloves-XL				
Unipak Corporation	\$ 4.80	\$ 48.00	\$ 0.48	\$ 48.00
Allied Eagle (P.B. Gast)			\$ 3.86	\$ 38.60
KSS Enterprises	\$ 5.31	\$ 53.09		
Interboro Packaging Corp. Bid "A"				
Bid "B"				
Bid "C"				
Fris Office Outfitters	\$ 5.47	\$ 54.70		
Miner Supply			\$ 4.10	\$ 41.00
Nitrile General Purpose Gloves-L				
Unipak Corporation	\$ 4.80	\$ 48.00	\$ 0.48	\$ 48.00
Allied Eagle (P.B. Gast)			\$ 3.86	\$ 38.60
KSS Enterprises	\$ 5.31	\$ 53.09		
Interboro Packaging Corp. Bid "A"				
Bid "B"				
Bid "C"				
Fris Office Outfitters	\$ 5.47	\$ 54.70		
Miner Supply			\$ 4.10	\$ 41.00

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 2			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Nitrile General Purpose Gloves-M				
Unipak Corporation	\$ 4.80	\$ 48.00	\$ 0.48	\$ 48.00
Allied Eagle (P.B. Gast)			\$ 3.86	\$ 38.60
KSS Enterprises	\$ 5.31	\$ 53.09		
Interboro Packaging Corp. Bid "A"				
Bid "B"				
Bid "C"				
Fris Office Outfitters	\$ 5.47	\$ 54.70		
Miner Supply			\$ 4.10	\$ 41.00
Kleenex C-Fold				
Allied Eagle (P.B. Gast)		\$ 31.85		
KSS Enterprises	\$ 2.12	\$ 33.96		
Fris Office Outfitters	\$ 2.75	\$ 44.00		
Nichols	\$ 1.89	\$ 30.30		
Miner Supply				\$ 19.88
Wypall Quarterfold Wipes				
Allied Eagle (P.B. Gast)		\$ 78.96		
KSS Enterprises	\$ 3.03	\$ 54.56		
Fris Office Outfitters	\$ 3.66	\$ 65.88		
Nichols	\$ 2.30	\$ 41.43		
Miner Supply			\$ 5.00	\$ 40.00
Kleenex Cottonelle Toilet Paper				
Allied Eagle (P.B. Gast)		\$ 35.67		
KSS Enterprises	\$ 0.64	\$ 38.47		
Fris Office Outfitters	\$ 0.79	\$ 47.40		
Nichols	\$ 0.58	\$ 35.06		
Miner Supply			\$ 0.87	\$ 69.90
Kleenex 2-Ply Facial Tissues				
Allied Eagle (P.B. Gast)		\$ 77.89		
KSS Enterprises	\$ 1.07	\$ 51.46		
Fris Office Outfitters	\$ 1.33	\$ 63.84		
Nichols	\$ 0.95	\$ 45.83		
Miner Supply			\$ 2.30	\$ 23.00
Wypall L20 Wipers, 2-Ply				
Allied Eagle (P.B. Gast)		\$ 59.48		
KSS Enterprises	\$ 4.12	\$ 49.48		
Fris Office Outfitters			\$ 5.32	\$ 63.84
Nichols	\$ 3.13	\$ 37.50		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 2			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Stripping Floor Pads				
Allied Eagle (P.B. Gast)			\$ 2.56	\$ 12.80
KSS Enterprises	\$ 3.50	\$ 17.48	\$ 3.50	\$ 17.48
Fris Office Outfitters			\$ 3.11	\$ 15.55
Miner Supply			\$ 8.00	\$ 40.00
Low-Speed Buffer Floor Pads 5100				
Allied Eagle (P.B. Gast)			\$ 1.55	\$ 7.75
KSS Enterprises	\$ 2.11	\$ 10.55	\$ 2.11	\$ 10.55
Fris Office Outfitters			\$ 2.33	\$ 11.65
Miner Supply			\$ 4.80	\$ 24.00
Ultra High-Speed Burnishing Pads				
Allied Eagle (P.B. Gast)			\$ 2.61	\$ 13.05
KSS Enterprises	\$ 3.50	\$ 17.48	\$ 3.50	\$ 17.48
Fris Office Outfitters			\$ 3.50	\$ 17.50
Miner Supply			\$ 8.00	\$ 40.00
General Purpose Cleaner Grey Cap				
Allied Eagle (P.B. Gast)				\$ 20.95
KSS Enterprises	\$ 18.50	\$ 74.00	\$ 18.50	\$ 74.00
Fris Office Outfitters			\$ 14.42	\$ 57.68
Nichols	\$ 24.95	\$ 149.73		
Miner Supply			\$ 19.55	\$ 78.20
Neutral Cleaner Concentrate 3H				
Allied Eagle (P.B. Gast)				\$ 20.95
KSS Enterprises	\$ 23.91	\$ 95.61	\$ 23.91	\$ 95.64
Fris Office Outfitters			\$ 14.42	\$ 57.68
Nichols	\$ 31.97	\$ 191.86		
Miner Supply			\$ 29.75	\$ 119.00
Heavy Duty Glass Cleaner 20L				
Allied Eagle (P.B. Gast)				\$ 77.97
KSS Enterprises	\$ 22.46	\$ 88.94	\$ 22.46	\$ 89.84
Fris Office Outfitters			\$ 14.50	\$ 58.00
Nichols	\$ 34.40	\$ 206.43		
Miner Supply			\$ 27.50	\$ 110.00
3-in-1 Floor Cleaner 24H				
Allied Eagle (P.B. Gast)				\$ 41.31
Fris Office Outfitters			\$ 14.43	\$ 57.72
Nichols	\$ 40.85	\$ 245.14		
Miner Supply			\$ 19.55	\$ 78.20

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 2			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Bare Bones Liquefying Stripper	\$ 74.00			
Allied Eagle (P.B. Gast)				\$ 57.99
KSS Enterprises	\$ 41.36	\$ 41.36	\$ 41.36	\$ 41.36
Fris Office Outfitters			\$ 85.39	\$ 85.39
Miner Supply				
Pinky Cleaner				
Allied Eagle (P.B. Gast)			\$ 1.82	\$ 21.84
KSS Enterprises	\$ 2.48	\$ 29.76	\$ 2.48	\$ 41.36
Fris Office Outfitters			\$ 3.60	\$ 43.20
Nichols	\$ 2.40	\$ 28.85		
Miner Supply			\$ 2.50	\$ 30.00
Super Shine Stainless Steel Cleaner				
Allied Eagle (P.B. Gast)			\$ 3.89	\$ 46.78
KSS Enterprises	\$ 3.53	\$ 42.36	\$ 3.35	\$ 42.36
Fris Office Outfitters			\$ 3.20	\$ 38.40
Nichols	\$ 4.39	\$ 52.65		
Miner Supply			\$ 5.83	\$ 69.99
20" Buffing Floor Pad, Red				
Allied Eagle (P.B. Gast)			\$ 2.63	\$ 13.15
KSS Enterprises	\$ 3.50	\$ 17.48	\$ 3.50	\$ 17.48
Fris Office Outfitters			\$ 2.33	\$ 11.65
Nichols	\$ 3.55	\$ 17.74		
Miner Supply			\$ 8.00	\$ 40.00
Roll Liners				
Unipak Corporation		\$ 24.50	\$ 0.10	\$ 24.50
Allied Eagle (P.B. Gast)				\$ 28.42
Interboro Packaging Corp. Bid "A"			\$ 0.06	\$ 6.43
Bid "B"			\$ 0.06	\$ 5.76
Bid "C"			\$ 0.05	\$ 4.93
Bid "D"			\$ 0.04	\$ 4.38
Nichols		\$ 33.38		
Miner Supply				\$ 35.85
Roll Liners				
Unipak Corporation		\$ 31.25	\$ 0.21	\$ 31.25
Allied Eagle (P.B. Gast)				\$ 23.20
Interboro Packaging Corp. Bid "A"			\$ 0.14	\$ 18.39
Bid "B"			\$ 0.02	\$ 16.85
Bid "C"			\$ 0.02	\$ 15.38
Bid "D"			\$ 0.13	\$ 13.00
Fris Office Outfitters			\$ 32.47	\$ 32.47
Nichols		\$ 28.29		
Miner Supply				\$ 29.88

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 2			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Roll Liners				
Unipak Corporation		\$ 31.25	\$ 0.21	\$ 31.25
Allied Eagle (P.B. Gast)				\$ 23.08
Interboro Packaging Corp. Bid "A"			\$ 0.18	\$ 18.39
Bid "B"			\$ 0.17	\$ 16.85
Bid "C"			\$ 0.15	\$ 15.38
Bid "D"			\$ 0.13	\$ 13.00
Nichols		\$ 28.29		
Miner Supply				\$ 29.88
Liquid Dishwashing Detergent (Dawn)				
Allied Eagle (P.B. Gast)		\$ 59.82		
KSS Enterprises	\$ 7.03	\$ 28.12	\$ 7.03	\$ 28.12
Fris Office Outfitters	\$ 12.77	\$ 51.08		
Nichols	\$ 14.79	\$ 59.16		
Miner Supply			\$ 13.50	\$ 54.00
Dishwashing Detergent (Cascade)				
Allied Eagle (P.B. Gast)		\$ 50.88		
KSS Enterprises				
Fris Office Outfitters	\$ 6.99	\$ 83.88		
Nichols	\$ 7.15	\$ 50.05		
Advanced Hardwound Paper Roll Towel, 1-Ply				
Allied Eagle (P.B. Gast)		\$ 22.08		
KSS Enterprises	\$ 1.98	\$ 23.75		
Fris Office Outfitters			\$ 2.21	\$ 26.52
Nichols	\$ 2.10	\$ 25.24		
Miner Supply	\$ 2.08	\$ 25.00		
Hardwound Paper Roll Towel, 1-Ply				
Allied Eagle (P.B. Gast)		\$ 23.15		
KSS Enterprises	\$ 4.42	\$ 26.54		
Fris Office Outfitters			\$ 2.21	\$ 26.52
Nichols	\$ 3.88	\$ 23.27		
Miner Supply	\$ 4.27	\$ 25.60		
Small Trash Liners 8MIC Liner 1000C				
Unipak Corporation	\$ 0.03	\$ 27.50	\$ 0.03	\$ 27.50
Allied Eagle (P.B. Gast)				\$ 18.78
KSS Enterprises	\$ 0.03	\$ 29.06		
Interboro Packaging Corp. Bid "A"			\$ 0.02	\$ 22.75
Bid "B"			\$ 0.02	\$ 15.20
Bid "C"			\$ 0.02	\$ 15.20
Bid "D"			\$ 0.02	\$ 15.20
Fris Office Outfitters				\$ 28.29
Miner Supply		\$ 29.80		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 2			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Large Trash Liners 17 MIC				
Unipak Corporation	\$ 0.16	\$ 31.90	\$ 0.16	\$ 31.90
Allied Eagle (P.B. Gast)				\$ 23.08
KSS Enterprises	\$ 0.15	\$ 29.13		
Interboro Packaging Corp. Bid "A"			\$ 0.01	\$ 14.24
Bid "B"			\$ 0.13	\$ 12.85
Bid "C"			\$ 0.11	\$ 11.26
Bid "D"			\$ 0.11	\$ 10.65
Fris Office Outfitters				\$ 33.05
Miner Supply		\$ 29.88		
Shineline Emulsifier Plus				
Allied Eagle (P.B. Gast)		\$ 59.44		
KSS Enterprises		\$ 41.36		\$ 41.36
Fris Office Outfitters				\$ 85.39
Nichols		\$ 53.00		
Miner Supply		\$ 59.75		
PSQ II Pine-Scented Disinfectant				
Allied Eagle (P.B. Gast)			\$ 8.85	\$ 35.40
KSS Enterprises	\$ 18.02	\$ 72.10	\$ 18.02	\$ 72.10
Fris Office Outfitters			\$ 17.30	\$ 69.20
Nichols	\$ 9.59	\$ 38.35		
Miner Supply	\$ 11.20	\$ 44.80		
Xtreme Clean Cargo Pressure Washer Con.				
Allied Eagle (P.B. Gast)		\$ 34.63		
KSS Enterprises		\$ 50.01		\$ 50.01
Nichols		\$ 37.51		
Miner Supply		\$ 43.90		
DFP-32 Cleaner				
KSS Enterprises	\$ 7.83	\$ 31.30	\$ 7.83	\$ 31.30
Fris Office Outfitters			\$ 14.45	\$ 57.80
Nichols				
Miner Supply	\$ 9.97	\$ 39.88		
Spartan Tri-Base Multi-Purpose Cleaner				
Allied Eagle (P.B. Gast)	\$ 8.60	\$ 34.40		
KSS Enterprises	\$ 18.82	\$ 74.48	\$ 18.62	\$ 74.48
Fris Office Outfitters			\$ 13.05	\$ 52.20
Nichols	\$ 9.31	\$ 37.24		
Miner Supply	\$ 12.00	\$ 48.00		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 2			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Shineline Floor Seal				
Allied Eagle (P.B. Gast)		\$ 64.86		
KSS Enterprises		\$ 66.36		\$ 66.36
Fris Office Outfitters				\$ 112.09
Nichols		\$ 70.26		
Miner Supply		\$ 76.00		
Shineline Baseboard & Wax Build Up Stripper				
Allied Eagle (P.B. Gast)	\$ 2.83	\$ 33.96		
KSS Enterprises	\$ 3.09	\$ 37.08	\$ 3.09	\$ 37.08
Fris Office Outfitters			\$ 6.77	\$ 81.24
Nichols	\$ 2.95	\$ 35.34		
Miner Supply	\$ 3.99	\$ 47.88		
TnT Disinfectant Bathroom Cleaner				
Allied Eagle (P.B. Gast)	\$ 2.91	\$ 34.92		
KSS Enterprises	\$ 3.40	\$ 40.08	\$ 3.40	\$ 40.08
Fris Office Outfitters			\$ 3.89	\$ 31.12
Nichols	\$ 2.72	\$ 32.62		
Miner Supply	\$ 3.50	\$ 42.00		
All Purpose Cleaner 6520 Aerosol				
Allied Eagle (P.B. Gast)	\$ 2.73	\$ 32.76		
KSS Enterprises	\$ 2.60	\$ 31.20	\$ 2.60	\$ 31.20
Fris Office Outfitters			\$ 3.00	\$ 36.00
Nichols	\$ 2.84	\$ 34.05		
Miner Supply	\$ 3.33	\$ 40.00		
NABC Restroom Cleaner				
Allied Eagle (P.B. Gast)	\$ 1.82	\$ 21.84		
KSS Enterprises	\$ 2.13	\$ 25.56		
Fris Office Outfitters			\$ 1.91	\$ 22.92
Nichols	\$ 1.75	\$ 21.00		
Miner Supply	\$ 2.16	\$ 26.00		
Germicidal Bowl Cleaner				
Allied Eagle (P.B. Gast)			\$ 1.73	\$ 20.76
KSS Enterprises	\$ 14.81	\$ 59.26	\$ 14.81	\$ 59.26
Fris Office Outfitters			\$ 12.29	\$ 23.74
Nichols		\$ 87.09		
Miner Supply		\$ 105.00		
SparClean HiTemp Rinse Aid				
Allied Eagle (P.B. Gast)		\$ 55.51		
KSS Enterprises	\$ 5.94	\$ 71.28	\$ 5.94	\$ 71.28
Fris Office Outfitters			\$ 58.21	\$ 232.84
Nichols	\$ 5.04	\$ 60.24		
Miner Supply		\$ 69.88		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 2			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
SparClean Coffee and Tea Carafe Detainers 60				
Allied Eagle (P.B. Gast)		\$ 24.74		
KSS Enterprises	\$ 5.15	\$ 51.56		
Fris Office Outfitters			\$ 10.15	\$ 60.90
Nichols	\$ 2.33	\$ 26.80		
12" Powder Free Nitrile Gloves - Large				
Allied Eagle (P.B. Gast)		\$ 66.49		
KSS Enterprises	\$ 5.31	\$ 53.09		
Fris Office Outfitters			\$ 16.05	\$ 96.30
Nichols	\$ 5.88	\$ 58.80		
Miner Supply			\$ 4.10	\$ 41.00
12" Powder Free Nitrile Gloves - Medium				
Allied Eagle (P.B. Gast)		\$ 66.49		
KSS Enterprises	\$ 5.31	\$ 53.09		
Fris Office Outfitters			\$ 16.05	\$ 96.30
Nichols	\$ 5.88	\$ 58.80		
Miner Supply			\$ 4.10	\$ 41.00
12" Powder Free Nitrile Gloves - XL				
Allied Eagle (P.B. Gast)		\$ 66.49		
KSS Enterprises	\$ 5.31	\$ 53.09		
Fris Office Outfitters			\$ 16.05	\$ 96.30
Nichols	\$ 5.88	\$ 58.80		
Miner Supply			\$ 4.10	\$ 41.00
Universal Jumbo Bath Tissue 2-Ply				
Allied Eagle (P.B. Gast)				\$ 15.63
KSS Enterprises	\$ 2.33	\$ 27.96		
Fris Office Outfitters			\$ 2.24	\$ 26.88
Nichols	\$ 1.95	\$ 22.98		
Miner Supply		\$ 24.98		
Universal Hand Towel Roll				
Allied Eagle (P.B. Gast)		\$ 23.15		
KSS Enterprises	\$ 4.42	\$ 26.53		
Fris Office Outfitters			\$ 4.29	\$ 25.74
Nichols	\$ 3.88	\$ 23.27		
Miner Supply		\$ 25.89		
Standard 2-Ply Toilet Paper Rolls				
Allied Eagle (P.B. Gast)		\$ 37.73		
KSS Enterprises	\$ 0.44	\$ 42.56		
Fris Office Outfitters			\$ 0.40	\$ 38.40
Nichols	\$ 0.40	\$ 38.26		
Miner Supply		\$ 38.85		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 2				
	ITEM/BIDDER	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2				CASE BID PRICE3	
Standard 2-Ply Toilet Paper Rolls					
Allied Eagle (P.B. Gast)		\$ 37.73			
KSS Enterprises	\$ 0.44	\$ 42.56			
Fris Office Outfitters			\$ 0.40	\$ 38.40	
Nichols	\$ 0.40	\$ 38.26			
Miner Supply		\$ 38.85			

* Additional information available on submitted bid prop

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 3			
	ITEM/BIDDER	UNIT BID PRICE	CASE BID PRICE	Substitute*
UNIT BID PRICE2				CASE BID PRICE3
TBD Foaming Disinfectant				
Allied Eagle (P.B. Gast)			\$ 2.84	\$ 34.08
KSS Enterprises	\$ 4.00	\$ 48.00	\$ 4.00	\$ 48.00
Fris Office Outfitters			\$ 2.97	\$ 35.64
Miner Supply			\$ 4.28	\$ 51.36
Top Clean				
Allied Eagle (P.B. Gast)				\$ 34.23
KSS Enterprises	\$ 28.43	\$ 117.72		
Fris Office Outfitters			\$ 14.59	\$ 58.96
Miner Supply			\$ 19.55	\$ 78.20
Re-Juv-Nal				
Allied Eagle (P.B. Gast)				\$ 35.92
KSS Enterprises	\$ 15.04	\$ 60.16		
Fris Office Outfitters			\$ 37.95	\$ 151.80
Miner Supply			\$ 19.55	\$ 78.20
Polyliner				
Unipak Corporation		\$ 21.50	\$ 0.43	\$ 21.50
Allied Eagle (P.B. Gast)				\$ 18.31
KSS Enterprises	\$ 0.03	\$ 14.07	\$ 0.28	\$ 14.07
Interboro Packaging Corp. Bid "A"			\$ 0.06	\$ 31.87
Bid "B"			\$ 0.03	\$ 14.30
Bid "C"			\$ 0.02	\$ 9.90
Bid "D"			\$ 0.02	\$ 9.90
Fris Office Outfitters				\$ 28.77
Miner Supply				\$ 23.78
Polyliner				
Unipak Corporation		\$ 28.90	\$ 0.14	\$ 28.90
Allied Eagle (P.B. Gast)				\$ 20.17
KSS Enterprises	\$ 0.20	\$ 30.09	\$ 0.20	\$ 30.09
Interboro Packaging Corp. Bid "A"			\$ 0.13	\$ 26.28
Bid "B"			\$ 0.12	\$ 23.57
Bid "C"			\$ 0.10	\$ 20.86
Bid "D"			\$ 0.09	\$ 18.13
Fris Office Outfitters				\$ 24.95
Miner Supply			\$ 0.18	\$ 35.40
Fresh Foam Hand Soap				
Allied Eagle (P.B. Gast)		\$ 52.78		
KSS Enterprises	\$ 10.76	\$ 43.02	\$ 10.76	\$ 43.02
Fris Office Outfitters			\$ 8.30	\$ 49.80
Nichols				
Miner Supply	\$ 15.50	\$ 61.99		

TABULATION OF BIDS
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May 1, 2019 - April 1, 2021	Year 3			
	ITEM/BIDDER	UNIT BID PRICE	CASE BID PRICE	Substitute*
UNIT BID PRICE2				CASE BID PRICE3
Stretch'n Dust Cloth				
Allied Eagle (P.B. Gast)		\$ 56.06		
KSS Enterprises	\$ 11.73	\$ 58.68		
Fris Office Outfitters			\$ 14.70	\$ 58.80
Nichols				
Miner Supply	\$ 13.00	\$ 65.00		
Universal Tall Fold Napkin				
Allied Eagle (P.B. Gast)		\$ 34.15		
KSS Enterprises	\$ 2.36	\$ 37.77		
Fris Office Outfitters			\$ 1.13	\$ 45.20
Nichols	\$ 3.23	\$ 51.68		
Foam Cups				
Allied Eagle (P.B. Gast)		\$ 22.76		
KSS Enterprises	\$ 0.26	\$ 25.87		
Fris Office Outfitters		\$ 22.07		
Nichols	\$ 0.02	\$ 24.74		
Miner Supply	\$ 2.50	\$ 25.00		
Dial Antibacterial Soap				
Allied Eagle (P.B. Gast)		\$ 45.18		
KSS Enterprises	\$ 12.39	\$ 49.56		
Fris Office Outfitters	\$ 11.11	\$ 44.44		
Nichols	\$ 13.25	\$ 53.00		
Hand Sanitizer				
Allied Eagle (P.B. Gast)		\$ 58.74		
KSS Enterprises	\$ 8.98	\$ 107.55	\$ 8.96	\$ 107.55
Fris Office Outfitters	\$ 4.54	\$ 54.48		
Nichols	\$ 4.74	\$ 56.88		
Miner Supply	\$ 5.99	\$ 71.88		
Skin Cleanser				
Allied Eagle (P.B. Gast)		\$ 31.54		
KSS Enterprises				
Fris Office Outfitters			\$ 5.57	\$ 22.28
Nichols	\$ 6.31	\$ 25.21		
Miner Supply			\$ 9.97	\$ 39.88
Tork Roll Towel Handi-Size				
Allied Eagle (P.B. Gast)		\$ 19.32		
KSS Enterprises	\$ 1.30	\$ 20.78	\$ 1.30	\$ 20.78
Fris Office Outfitters			\$ 0.78	\$ 23.40
Nichols	\$ 0.99	\$ 29.76		
Miner Supply	\$ 0.99	\$ 29.80		

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May 1, 2019 - April 1, 2021	Year 3			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
C-Fold Towel				
Allied Eagle (P.B. Gast)				\$ 18.60
KSS Enterprises	\$ 1.30	\$ 20.78	\$ 1.30	\$ 20.78
Fris Office Outfitters				\$ 16.35
Miner Supply		\$ 19.88		
Coreless Roll Can Liners				
Unipak Corporation		\$ 23.50	\$ 0.02	\$ 23.50
Allied Eagle (P.B. Gast)		\$ 17.29		
KSS Enterprises	\$ 0.09	\$ 30.97	\$ 0.03	\$ 30.97
Interboro Packaging Corp. Bid "A"	\$ 0.02	\$ 15.93	\$ 0.02	\$ 17.52
Bid "B"	\$ 0.02	\$ 15.93	\$ 0.02	\$ 17.52
Bid "C"	\$ 0.02	\$ 15.93	\$ 0.02	\$ 17.52
Fris Office Outfitters				\$ 23.17
Miner Supply			\$ 0.03	\$ 25.45
HiD Liner 38X60 14m CL 200/CA				
Unipak Corporation	\$ 0.14	\$ 28.50	\$ 0.14	\$ 28.50
Allied Eagle (P.B. Gast)		\$ 23.67		
KSS Enterprises	\$ 0.16	\$ 31.08	\$ 0.16	\$ 30.15
Interboro Packaging Corp. Bid "A"			\$ 0.13	\$ 25.21
Bid "B"			\$ 0.11	\$ 22.80
Bid "C"			\$ 0.10	\$ 19.77
Fris Office Outfitters				\$ 41.55
Miner Supply				\$ 28.60
Nitrile General Purpose Gloves-XL				
Unipak Corporation	\$ 4.80	\$ 48.00	\$ 0.48	\$ 48.00
Allied Eagle (P.B. Gast)			\$ 3.96	\$ 39.60
KSS Enterprises	\$ 5.42	\$ 54.18		
Interboro Packaging Corp. Bid "A"	\$ 0.04	\$ 4.38		
Bid "B"				
Bid "C"			\$ 4.82	
Fris Office Outfitters	\$ 5.47	\$ 54.70		
Miner Supply			\$ 4.10	\$ 41.00
Nitrile General Purpose Gloves-L				
Unipak Corporation	\$ 4.80	\$ 48.00	\$ 0.48	\$ 48.00
Allied Eagle (P.B. Gast)			\$ 3.96	\$ 39.60
KSS Enterprises	\$ 5.42	\$ 54.18		
Interboro Packaging Corp. Bid "A"	\$ 0.04	\$ 4.38		
Bid "B"				
Bid "C"			\$ 4.82	
Fris Office Outfitters	\$ 5.47	\$ 54.70		
Miner Supply			\$ 4.10	\$ 41.00

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
OPENED BY THE CITY CLERK ON MAY 15, 2018 AT 11:00 A.M.

May 1, 2019 - April 1, 2021	Year 3			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
ITEM/BIDDER				
Nitrile General Purpose Gloves-M				
Unipak Corporation	\$ 4.80	\$ 48.00	\$ 0.48	\$ 48.00
Allied Eagle (P.B. Gast)			\$ 3.96	\$ 39.60
KSS Enterprises	\$ 5.42	\$ 54.18		
Interboro Packaging Corp. Bid "A"	\$ 0.04	\$ 4.38		
Bid "B"				
Bid "C"			\$ 4.82	
Fris Office Outfitters	\$ 5.47	\$ 54.70		
Miner Supply			\$ 4.10	\$ 41.00
Kleenex C-Fold				
Allied Eagle (P.B. Gast)		\$ 32.59		
KSS Enterprises	\$ 2.16	\$ 34.61		
Fris Office Outfitters	\$ 2.75	\$ 44.00		
Nichols	\$ 1.89	\$ 30.30		
Miner Supply				\$ 19.88
Wypall Quarterfold Wipes				
Allied Eagle (P.B. Gast)		\$ 79.85		
KSS Enterprises	\$ 3.09	\$ 55.65		
Fris Office Outfitters	\$ 3.66	\$ 65.88		
Nichols	\$ 2.30	\$ 41.43		
Miner Supply			\$ 5.00	\$ 40.00
Kleenex Cottonelle Toilet Paper				
Allied Eagle (P.B. Gast)		\$ 36.08		
KSS Enterprises	\$ 0.65	\$ 39.24		
Fris Office Outfitters	\$ 0.79	\$ 47.40		
Nichols	\$ 0.58	\$ 35.06		
Miner Supply			\$ 0.87	\$ 69.90
Kleenex 2-Ply Facial Tissues				
Allied Eagle (P.B. Gast)		\$ 80.57		
KSS Enterprises	\$ 1.09	\$ 52.41		
Fris Office Outfitters	\$ 1.33	\$ 63.84		
Nichols	\$ 0.95	\$ 45.83		
Miner Supply			\$ 2.30	\$ 23.00
Wypall L20 Wipers, 2-Ply				
Allied Eagle (P.B. Gast)		\$ 61.99		
KSS Enterprises	\$ 4.20	\$ 50.45		
Fris Office Outfitters			\$ 5.32	\$ 63.84
Nichols	\$ 3.13	\$ 37.50		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
OPENED BY THE CITY CLERK ON MAY 15, 2018 AT 11:00 A.M.

May 1, 2019 - April 1, 2021	Year 3			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Stripping Floor Pads				
Allied Eagle (P.B. Gast)			\$ 2.66	\$ 13.30
KSS Enterprises	\$ 3.50	\$ 17.48	\$ 3.50	\$ 17.48
Fris Office Outfitters			\$ 3.11	\$ 15.55
Miner Supply			\$ 8.00	\$ 40.00
Low-Speed Buffer Floor Pads 5100				
Allied Eagle (P.B. Gast)			\$ 1.63	\$ 8.15
KSS Enterprises	\$ 2.11	\$ 10.55	\$ 2.11	\$ 10.55
Fris Office Outfitters			\$ 2.33	\$ 11.65
Miner Supply			\$ 4.80	\$ 24.00
Ultra High-Speed Burnishing Pads				
Allied Eagle (P.B. Gast)			\$ 2.71	\$ 13.55
KSS Enterprises	\$ 3.50	\$ 17.48	\$ 3.50	\$ 17.48
Fris Office Outfitters			\$ 3.50	\$ 17.50
Miner Supply			\$ 8.00	\$ 40.00
General Purpose Cleaner Grey Cap				
Allied Eagle (P.B. Gast)				\$ 22.85
KSS Enterprises	\$ 18.50	\$ 74.00	\$ 18.50	\$ 74.00
Fris Office Outfitters			\$ 14.42	\$ 57.68
Nichols	\$ 24.95	\$ 149.73		
Miner Supply			\$ 19.55	\$ 78.20
Neutral Cleaner Concentrate 3H				
Allied Eagle (P.B. Gast)				\$ 22.85
KSS Enterprises	\$ 23.91	\$ 95.61	\$ 23.91	\$ 95.64
Fris Office Outfitters			\$ 14.42	\$ 57.68
Nichols	\$ 31.97	\$ 191.86		
Miner Supply			\$ 29.75	\$ 119.00
Heavy Duty Glass Cleaner 20L				
Allied Eagle (P.B. Gast)				\$ 80.03
KSS Enterprises	\$ 22.46	\$ 88.94	\$ 22.46	\$ 89.84
Fris Office Outfitters			\$ 14.50	\$ 58.00
Nichols	\$ 34.40	\$ 206.43		
Miner Supply			\$ 27.50	\$ 110.00
3-in-1 Floor Cleaner 24H				
Allied Eagle (P.B. Gast)				\$ 42.39
Fris Office Outfitters			\$ 14.43	\$ 57.72
Nichols	\$ 40.85	\$ 245.14		
Miner Supply			\$ 19.55	\$ 78.20

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
OPENED BY THE CITY CLERK ON MAY 15, 2018 AT 11:00 A.M.

May 1, 2019 - April 1, 2021	Year 3			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Bare Bones Liquefying Stripper	\$ 74.00			
Allied Eagle (P.B. Gast)				\$ 58.88
KSS Enterprises	\$ 41.36	\$ 41.36	\$ 41.36	\$ 41.36
Fris Office Outfitters			\$ 85.39	\$ 85.39
Miner Supply				
Pinky Cleaner				
Allied Eagle (P.B. Gast)			\$ 1.89	\$ 22.68
KSS Enterprises	\$ 2.48	\$ 29.76	\$ 2.48	\$ 41.36
Fris Office Outfitters			\$ 3.60	\$ 43.20
Nichols	\$ 2.40	\$ 28.85		
Miner Supply			\$ 2.50	\$ 30.00
Super Shine Stainless Steel Cleaner				
Allied Eagle (P.B. Gast)			\$ 4.00	\$ 48.00
KSS Enterprises	\$ 3.53	\$ 42.36	\$ 3.35	\$ 42.36
Fris Office Outfitters			\$ 3.20	\$ 38.40
Nichols	\$ 4.39	\$ 52.65		
Miner Supply			\$ 5.83	\$ 69.99
20" Buffing Floor Pad, Red				
Allied Eagle (P.B. Gast)			\$ 2.69	\$ 13.45
KSS Enterprises	\$ 3.50	\$ 17.48	\$ 3.50	\$ 17.48
Fris Office Outfitters			\$ 2.33	\$ 11.65
Nichols	\$ 3.55	\$ 17.74		
Miner Supply			\$ 8.00	\$ 40.00
Roll Liners				
Unipak Corporation		\$ 24.50	\$ 0.10	\$ 24.50
Allied Eagle (P.B. Gast)				\$ 29.14
Interboro Packaging Corp. Bid "A"			\$ 0.07	\$ 7.07
Bid "B"			\$ 0.06	\$ 6.34
Bid "C"			\$ 0.05	\$ 5.42
Bid "D"			\$ 0.05	\$ 4.82
Nichols		\$ 33.38		
Miner Supply				\$ 35.85
Roll Liners				
Unipak Corporation		\$ 31.25	\$ 0.21	\$ 31.25
Allied Eagle (P.B. Gast)				\$ 23.79
Interboro Packaging Corp. Bid "A"			\$ 0.20	\$ 20.23
Bid "B"			\$ 0.19	\$ 18.54
Bid "C"			\$ 0.17	\$ 16.92
Bid "D"			\$ 0.14	\$ 14.30
Fris Office Outfitters			\$ 32.47	\$ 32.47
Nichols		\$ 28.29		
Miner Supply				\$ 29.88

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
OPENED BY THE CITY CLERK ON MAY 15, 2018 AT 11:00 A.M.

May 1, 2019 - April 1, 2021	Year 3			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Roll Liners				
Unipak Corporation		\$ 31.25	\$ 0.21	\$ 31.25
Allied Eagle (P.B. Gast)				\$ 23.67
Interboro Packaging Corp. Bid "A"			\$ 0.20	\$ 20.23
Bid "B"			\$ 0.19	\$ 1.85
Bid "C"			\$ 0.17	\$ 16.92
Bid "D"			\$ 0.14	\$ 14.30
Nichols		\$ 28.29		
Miner Supply				\$ 29.88
Liquid Dishwashing Detergent (Dawn)				
Allied Eagle (P.B. Gast)		\$ 61.30		
KSS Enterprises	\$ 7.03	\$ 28.12	\$ 7.03	\$ 28.12
Fris Office Outfitters	\$ 12.77	\$ 51.08		
Nichols	\$ 14.79	\$ 59.16		
Miner Supply			\$ 13.50	\$ 54.00
Dishwashing Detergent (Cascade)				
Allied Eagle (P.B. Gast)		\$ 52.14		
KSS Enterprises				
Fris Office Outfitters	\$ 6.99	\$ 83.88		
Nichols	\$ 7.15	\$ 50.05		
Advanced Hardwound Paper Roll Towel, 1-Ply				
Allied Eagle (P.B. Gast)		\$ 22.59		
KSS Enterprises	\$ 2.02	\$ 24.24		
Fris Office Outfitters			\$ 2.21	\$ 26.52
Nichols	\$ 2.10	\$ 25.24		
Miner Supply	\$ 2.08	\$ 25.00		
Hardwound Paper Roll Towel, 1-Ply				
Allied Eagle (P.B. Gast)		\$ 23.41		
KSS Enterprises	\$ 4.51	\$ 27.06		
Fris Office Outfitters			\$ 2.21	\$ 26.52
Nichols	\$ 3.88	\$ 23.27		
Miner Supply	\$ 4.27	\$ 25.60		
Small Trash Liners 8MIC Liner 1000C				
Unipak Corporation	\$ 0.03	\$ 27.50	\$ 0.03	\$ 27.50
Allied Eagle (P.B. Gast)				\$ 19.03
KSS Enterprises	\$ 0.03	\$ 29.64		
Interboro Packaging Corp. Bid "A"			\$ 0.03	\$ 25.03
Bid "B"			\$ 0.02	\$ 16.72
Bid "C"			\$ 0.02	\$ 16.72
Bid "D"			\$ 0.02	\$ 16.72
Fris Office Outfitters				\$ 28.29
Miner Supply		\$ 29.80		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
OPENED BY THE CITY CLERK ON MAY 15, 2018 AT 11:00 A.M.

May 1, 2019 - April 1, 2021	Year 3			
	ITEM/BIDDER	UNIT BID PRICE	CASE BID PRICE	Substitute*
UNIT BID PRICE2				CASE BID PRICE3
Large Trash Liners 17 MIC				
Unipak Corporation	\$ 0.16	\$ 31.90	\$ 0.16	\$ 31.90
Allied Eagle (P.B. Gast)				\$ 23.67
KSS Enterprises	\$ 0.15	\$ 29.71		
Interboro Packaging Corp. Bid "A"			\$ 0.16	\$ 15.66
Bid "B"			\$ 0.14	\$ 14.14
Bid "C"			\$ 0.12	\$ 12.39
Bid "D"			\$ 0.12	\$ 11.72
Fris Office Outfitters				\$ 33.05
Miner Supply		\$ 29.88		
Shineline Emulsifier Plus				
Allied Eagle (P.B. Gast)		\$ 61.81		
KSS Enterprises		\$ 41.36		\$ 41.36
Fris Office Outfitters				\$ 85.39
Nichols		\$ 53.00		
Miner Supply		\$ 59.75		
PSQ II Pine-Scented Disinfectant				
Allied Eagle (P.B. Gast)			\$ 9.20	\$ 36.80
KSS Enterprises	\$ 18.02	\$ 72.10	\$ 18.02	\$ 72.10
Fris Office Outfitters			\$ 17.30	\$ 69.20
Nichols	\$ 9.59	\$ 38.36		
Miner Supply	\$ 11.20	\$ 44.80		
Xtreme Clean Cargo Pressure Washer Con.				
Allied Eagle (P.B. Gast)		\$ 36.01		
KSS Enterprises		\$ 50.01		\$ 50.01
Nichols		\$ 37.51		
Miner Supply		\$ 43.90		
DFP-32 Cleaner				
KSS Enterprises	\$ 7.83	\$ 31.30	\$ 7.83	\$ 31.30
Fris Office Outfitters			\$ 14.45	\$ 57.80
Nichols				
Miner Supply	\$ 9.97	\$ 39.88		
Spartan Tri-Base Multi-Purpose Cleaner				
Allied Eagle (P.B. Gast)	\$ 8.95	\$ 35.80		
KSS Enterprises	\$ 18.82	\$ 74.48	\$ 18.62	\$ 74.48
Fris Office Outfitters			\$ 13.05	\$ 52.20
Nichols	\$ 9.31	\$ 37.24		
Miner Supply	\$ 12.00	\$ 48.00		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
OPENED BY THE CITY CLERK ON MAY 15, 2018 AT 11:00 A.M.

May 1, 2019 - April 1, 2021	Year 3			
	UNIT BID PRICE	CASE BID PRICE	Substitute*	
UNIT BID PRICE2			CASE BID PRICE3	
Shineline Floor Seal				
Allied Eagle (P.B. Gast)		\$ 66.57		
KSS Enterprises		\$ 66.36		\$ 66.36
Fris Office Outfitters				\$ 112.09
Nichols		\$ 70.26		
Miner Supply		\$ 76.00		
Shineline Baseboard & Wax Build Up Stripper				
Allied Eagle (P.B. Gast)	\$ 2.91	\$ 34.92		
KSS Enterprises	\$ 3.09	\$ 37.08	\$ 3.09	\$ 37.08
Fris Office Outfitters			\$ 6.77	\$ 81.24
Nichols	\$ 2.95	\$ 35.34		
Miner Supply	\$ 3.99	\$ 47.88		
TnT Disinfectant Bathroom Cleaner				
Allied Eagle (P.B. Gast)	\$ 2.99	\$ 35.88		
KSS Enterprises	\$ 3.40	\$ 40.08	\$ 3.40	\$ 40.08
Fris Office Outfitters			\$ 3.89	\$ 31.12
Nichols	\$ 2.72	\$ 32.62		
Miner Supply	\$ 3.50	\$ 42.00		
All Purpose Cleaner 6520 Aerosol				
Allied Eagle (P.B. Gast)	\$ 2.80	\$ 33.60		
KSS Enterprises	\$ 2.60	\$ 31.20	\$ 2.60	\$ 31.20
Fris Office Outfitters			\$ 3.00	\$ 36.00
Nichols	\$ 2.84	\$ 34.05		
Miner Supply	\$ 3.33	\$ 40.00		
NABC Restroom Cleaner				
Allied Eagle (P.B. Gast)	\$ 1.78	\$ 21.36		
KSS Enterprises	\$ 2.13	\$ 25.56		
Fris Office Outfitters			\$ 1.91	\$ 22.92
Nichols	\$ 1.75	\$ 21.00		
Miner Supply	\$ 2.16	\$ 26.00		
Germicidal Bowl Cleaner				
Allied Eagle (P.B. Gast)			\$ 1.78	\$ 21.36
KSS Enterprises	\$ 14.81	\$ 59.26	\$ 14.81	\$ 59.26
Fris Office Outfitters			\$ 12.29	\$ 23.74
Nichols		\$ 87.09		
Miner Supply		\$ 105.00		
SparClean HiTemp Rinse Aid				
Allied Eagle (P.B. Gast)		\$ 56.97		
KSS Enterprises	\$ 5.94	\$ 71.28	\$ 5.94	\$ 71.28
Fris Office Outfitters			\$ 58.21	\$ 232.84
Nichols	\$ 5.04	\$ 60.24		
Miner Supply		\$ 69.88		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
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May 1, 2019 - April 1, 2021	Year 3			
	ITEM/BIDDER	UNIT BID PRICE	CASE BID PRICE	Substitute*
UNIT BID PRICE2				CASE BID PRICE3
SparClean Coffee and Tea Carafe Detainers 60				
Allied Eagle (P.B. Gast)		\$ 25.73		
KSS Enterprises	\$ 5.15	\$ 51.56		
Fris Office Outfitters			\$ 10.15	\$ 60.90
Nichols	\$ 2.33	\$ 26.80		
12" Powder Free Nitrile Gloves - Large				
Allied Eagle (P.B. Gast)		\$ 67.53		
KSS Enterprises	\$ 5.42	\$ 54.18		
Fris Office Outfitters			\$ 16.05	\$ 96.30
Nichols	\$ 5.88	\$ 58.80		
Miner Supply			\$ 4.10	\$ 41.00
12" Powder Free Nitrile Gloves - Medium				
Allied Eagle (P.B. Gast)		\$ 67.53		
KSS Enterprises	\$ 5.42	\$ 54.18		
Fris Office Outfitters			\$ 16.05	\$ 96.30
Nichols	\$ 5.88	\$ 58.80		
Miner Supply			\$ 4.10	\$ 41.00
12" Powder Free Nitrile Gloves - XL				
Allied Eagle (P.B. Gast)		\$ 67.53		
KSS Enterprises	\$ 5.42	\$ 54.18		
Fris Office Outfitters			\$ 16.05	\$ 96.30
Nichols	\$ 5.88	\$ 58.80		
Miner Supply			\$ 4.10	\$ 41.00
Universal Jumbo Bath Tissue 2-Ply				
Allied Eagle (P.B. Gast)				\$ 16.18
KSS Enterprises	\$ 2.38	\$ 28.53		
Fris Office Outfitters			\$ 2.24	\$ 26.88
Nichols	\$ 1.95	\$ 22.98		
Miner Supply		\$ 24.98		
Universal Hand Towel Roll				
Allied Eagle (P.B. Gast)		\$ 23.41		
KSS Enterprises	\$ 4.56	\$ 27.34		
Fris Office Outfitters			\$ 4.29	\$ 25.74
Nichols	\$ 3.88	\$ 23.27		
Miner Supply		\$ 25.89		
Standard 2-Ply Toilet Paper Rolls				
Allied Eagle (P.B. Gast)		\$ 38.60		
KSS Enterprises	\$ 0.45	\$ 43.10		
Fris Office Outfitters			\$ 0.40	\$ 38.40
Nichols	\$ 0.40	\$ 38.26		
Miner Supply		\$ 38.85		

TABULATION OF BIDS
DISPOSABLE PAPER PRODUCTS CLEANING SUPPLIES
OPENED BY THE CITY CLERK ON MAY 15, 2018 AT 11:00 A.M.

May 1, 2019 - April 1, 2021	Year 3			
			Substitute*	
ITEM/BIDDER	UNIT BID PRICE	CASE BID PRICE	UNIT BID PRICE2	CASE BID PRICE3
Standard 2-Ply Toilet Paper Rolls				
Allied Eagle (P.B. Gast)		\$ 38.60		
KSS Enterprises	\$ 0.45	\$ 43.10		
Fris Office Outfitters			\$ 0.40	\$ 38.40
Nichols	\$ 0.40	\$ 38.26		
Miner Supply		\$ 38.85		

* Additional information available on submitted bid prop

ORDINANCE NO. 9-18

AN ORDINANCE TO AMEND SECTION 10-179(4)(c)
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 10-179(4)(c) of the Code of the City of Wyoming is hereby amended to read as follows:

(c) A registration for properties with four (4) or more units shall be in effect for two (2) years from the date of issue unless revoked for cause by the City.

A certificate for properties with less than four (4) units shall be in effect for four (4) years from the date of issue unless revoked for cause by the city.

A certificate for a manufactured home in a community shall be in effect for a term defined by the Mobile Home Commission unless revoked for cause by the City. An inspection for a manufactured home in a mobile home community shall be limited to a safety inspection as defined in the Mobile Home Commission Act.

Exceptions:

If a property with less than four (4) units is in violation of one or more of the following, the property shall be issued a two (2) year certification.

Safety:

- (1) Smoke detector violations
- (2) Work completed without a permit
- (3) Eminent electrical hazards
- (4) Eminent mechanical hazards
- (5) Eminent building hazards

Cosmetic:

- (1) More than one window with broken or missing glazing.
- (2) Peeling paint on more than 25% of the building

(3) Loose or damaged siding, fascia or soffit materials on the house or garage. Reasonable wear and minor maintenance concerns related to these items shall not disqualify property owners from a four-year certification.

(4) Damaged exterior doors on the house or garage that prevents the door from opening and/or closing, locking, or operating as designed or where more than 25% of the exterior surface area is dented, peeling or otherwise in disrepair.

(5) Damaged or excessively worn roof/shingles

Other:

In addition to any one (1) of the above, if a property has more than four maintenance code violations the property shall receive a two (2) year certification.

Failure to register and certify a rental unit in accordance with the provisions of this ordinance or failure to pay the program fees is a violation of this code.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2018.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2018.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 9-18

STAFF REPORT

Date: May 3, 2018
Subject: Addition of Manufactured Homes to the Rental Inspection Program
From: David Rupert, Inspections Supervisor
Cc: Rebecca Rynbrandt, Director of Community Services
Meeting Date: May 21, 2018

RECOMMENDATION

To ensure consistency across all housing rental properties within the City of Wyoming, affirming public health and welfare, staff recommends amending the Property Maintenance Code and the City's fee schedule to include manufactured homes as a class of inspected rental units.

SUSTAINABILITY CRITERIA

Environmental Quality – The application of the City's Property Maintenance Code has far reaching impacts of the City's neighborhoods and communities. Adopting these amendments to the Code will ensure that leased manufactured homes are subject to the same cyclical inspections as all other rental properties. Priorities are life safety issues within the homes.

Social Equity – Removing code violations from properties helps ensure that all neighboring property values are maximized. Property owners throughout the community share in the benefits of property maintenance improvements.

Economic Strength – Property maintenance has a direct impact on property values. Well maintained properties have a positive impact on their neighborhoods. Well maintained neighborhoods have a positive impact on their communities. The elimination of hazards adds value to the community.

Quality Service Impact - The Rental Inspection Program is a valuable tool that the Community Services Department's Building Inspections Bureau utilizes to ensure safe maintained properties and the elimination of blight throughout the City of Wyoming. This addition is an extension of the priorities previously approved by the City Council for maintaining properties, neighborhoods and the community.

DISCUSSION

Over twenty years ago, when Wyoming initially adopted the Rental Inspection Program, the State of Michigan Mobile Home Commission Act prohibited code enforcement by local inspection agencies. The Mobile Home Act now allows local enforcing agencies to perform rental inspections on mobile homes within the following requirements:

- Inspection for safety

- Inspection for safety includes:
 - Furnace.
 - Water heater.
 - Electrical wiring.
 - Proper sanitation and plumbing.
 - Ventilation.
 - Heating equipment.
 - Smoke alarms
- Inspections may occur every three (3) years unless a complaint is filed

Approximately 300 mobile homes are currently rental homes within the four (4) mobile home parks within the city. Initially, we anticipate a 50% failure rate among the 300 inspected units. The re-inspection rate is based on observations related to the inclusion of the single family homes into the inspection program. It is expected that we will conduct an additional 450 inspections over a three (3) year period. On average, this is less than one (1) additional rental inspection per working day. That volume will be absorbed by current staff.

BUDGET IMPACT

No additional staffing is necessary to activate the expansion of rental inspections for mobile homes. This amendment will not require amendment to expense line items in the Rental Inspection Program budget.

Consistent for all properties within the rental inspection program, there is no fee for rental registration. Cost recovery income is limited to performing and processing documents related to onsite inspections. Staff proposes the fee for mobile home rental inspections be established at:

Initial inspection: \$118
 Re-inspection: \$90

These inspections fees have been developed based upon the State of Michigan regulatory parameters. The anticipated three (3) year impact from the additional inspections is as follows:

Type	Account Number	Fee	Number of inspections projected over a three year period	Total Income over 3 year period
Initial Inspections	249-476.000	\$118	300	\$35,400
Re-Inspections	249-476.000	\$90	150	\$13,500
Total				\$48,900

This planned income was included in the Community Services Inspection’s Bureau budget for FY 2019. As with all income, fees are established for cost recovery purposes only.

###

ORDINANCE NO. 11-18

AN ORDINANCE TO REVISE SECTION 30-203 (1)
AND ADD SECTION 30-203 (3) TO CHAPTER 30 OF THE CODE
OF THE CITY OF WYOMING ENTITLED "WATER WELL RESTRICTION"

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 30-203 (1) is hereby revised to read as follows:

Sec. 30-203. – Restricted zone.

(1) *36th Street SW Restricted Zone.* The 36th Street SW Restricted Zone Property located in the City of Wyoming, Kent County, Michigan, generally described as follows: That area of the City of Wyoming, Kent County, Michigan described as follows: Commencing at the southeast corner of the intersection of the southerly right-of-way ("ROW") line of 28th Street SW (M-11) and the easterly ROW line of US Route 131, thence south along the easterly ROW line of US Route 131 to the southerly ROW line of 36th Street SW, thence east along the northerly ROW line of 36th Street SW to the westerly ROW line of Clay Avenue SW, thence north along the westerly ROW line of Clay Avenue SW to the northerly ROW line of 40th Street SW (as said 40th Street would be extended in a straight line westerly from its current terminus to the westerly ROW line of Clay Avenue SW), thence east along the northerly ROW line of 40th Street SW to the westerly ROW line of Urban Avenue thence north to the westerly ROW line of the Interurban Trail, thence north along the westerly ROW line of the Interurban Trail (as said Interurban Trail would be extended in a straight line northerly from its current terminus to the northerly ROW line of 36th Avenue SW) to the northerly ROW line of 36th Street SW, thence west along the northerly ROW line of 36th Street SW to the westerly ROW line of Buchanan Avenue SW, thence north along the westerly ROW line of Buchanan Avenue SW to the southerly ROW line of 35th Street SW, thence west along the southerly ROW line of 35th Street SW to the westerly ROW line of Birchwood Avenue SW, thence north along the westerly ROW line of Birchwood Avenue SW to the southerly ROW line of 34th Street SW, thence west along the southerly ROW line of 34th Street SW to the westerly ROW line of Hillcroft Avenue SW, thence north along the westerly ROW line of Hillcroft Avenue SW to the southerly ROW line of 32nd Street SW, thence west along the southerly ROW line of 32nd Street SW to the point of beginning.

Section 2. That Section 30-203 (3) is hereby added to Chapter 30 of the Code of the City of Wyoming to read as follows:

Sec. 30-203. – Restricted zone.

(3) *Eastern Avenue SE Restricted Zone.* The Eastern Avenue SE Restricted Zone includes property located within the City of Wyoming, Kent County, Michigan, generally described as follows: Commencing on the south right-of-way line of 36th Street SE where it intersects the property line located between Lots 45 and 46 of the Kent Industrial Center Subdivision; thence south along said property line to the southwest corner of said Lot 45, also being the northeast corner of Lot 84 of the Kent Industrial Center No.2 Subdivision; thence southerly along the easterly border line of the Kent Industrial Center No. 2 Subdivision to the south property line of Parcel No. 41-18-19-226-014 (3761 Linden Avenue SE), said property line being approximately along an extension of the centerline of Himes Street SE; thence along said south property line of Parcel No. 41-18-19-226-014 to the intersection of the centerlines of Linden Avenue SE and Himes Street SE; thence easterly along the centerline of Himes Street SE to its intersection with the centerline of Eastern Avenue SE; thence southerly along the centerline of Eastern Avenue SE to its intersection with the centerline of 37th Street SE; thence easterly along the centerline of 37th Street SE to its intersection with the east property line of Parcel No. 41-18-20-151-046 (3800 Eastern Avenue SE); thence northerly along said east property line of Parcel No. 41-18-20-151-046 to the south right-of-way line of the New York Central Railroad right-of-way; thence northwesterly along said south right-of-way line of the New York Central Railroad right-of-way to its intersection with the south right-of-way line of 36th Street SE; thence westerly along the south right-of-way line of 36th Street SE to the point of beginning.

Section 3. This ordinance shall be in full force and effect on the _____ day of _____, 2018.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2018.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 11-18

**City of Wyoming, MI Ordinance:
36th Street SW Restricted Zone**

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32nd St SW

Hillcroft Ave SW

Buchanan Ave SW

36th St SW



Clay Ave SW

0 400 800 Feet

40th St SW

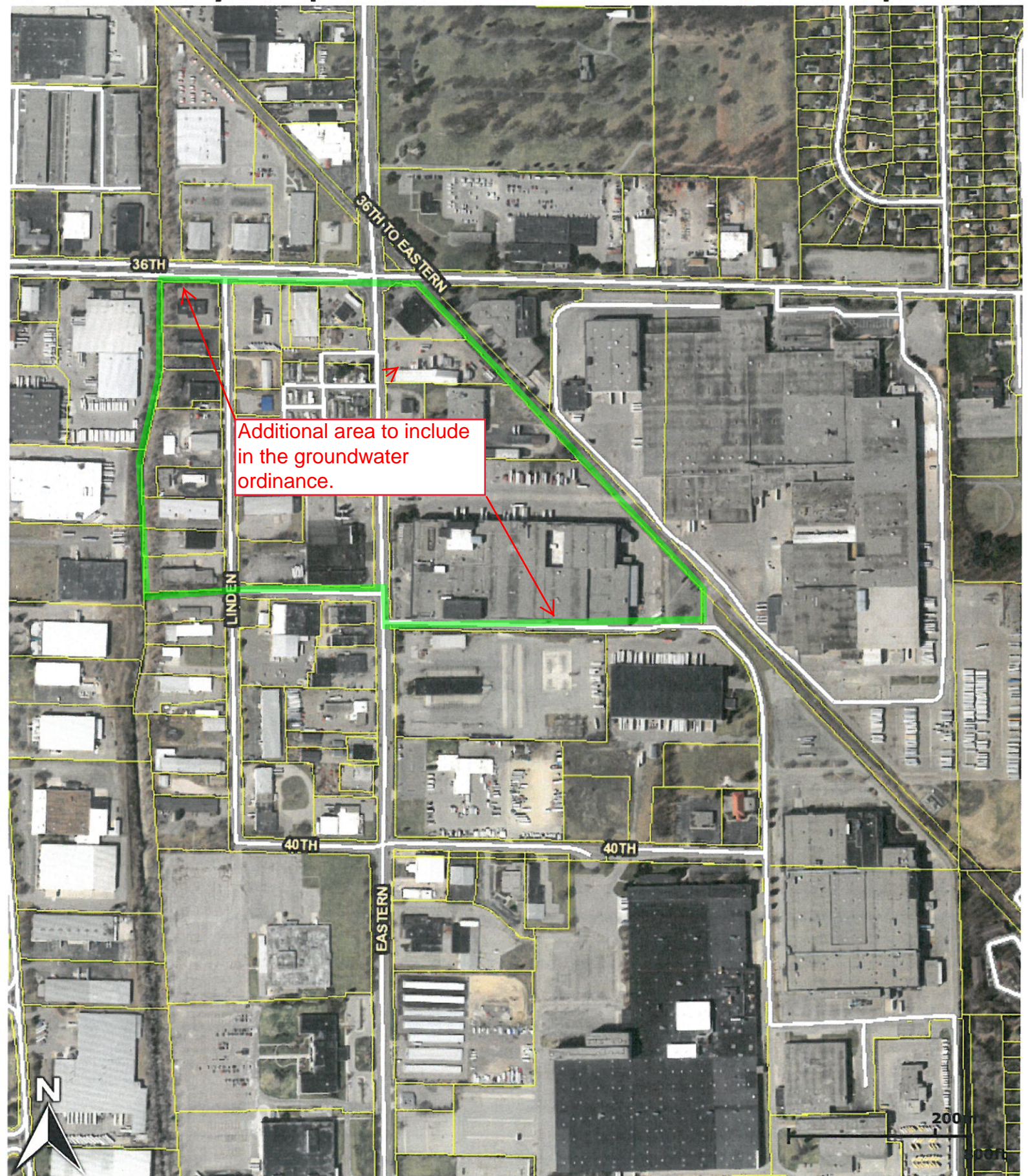
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 **36th Street SW Restricted Zone**
 **Property Line**

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Kent County Geospatial Service - Potential Ordinance Properties



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Kent County Geospatial Service

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