

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, SEPTEMBER 16, 2019, 7:00 P.M.**

**1) Call to Order**

**2) Invocation** – Pastor Chris Hall, Elevation Church

*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 September 3, 2019 Regular Meeting, the September 3, 2019 Committee of the Whole and the September 9, 2019 Work Session

**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

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. 19 – To Reappropriate an Additional \$32,537.84 of Budgetary Authority and Recognize Related Grant Revenue for the Community Development Block Grant from the Grant Year Ending June 30, 2019

b) Budget Amendment No. 20 – To Reappropriate \$25,000 of Budgetary Authority for the City's Contribution Toward the Silver Line Transit Oriented Development and Multi-Model Planning Grant

c) Budget Amendment No. 21 – To Appropriate \$25,000 of Additional Budgetary

Authority for Ideal Park Development

- d) Budget Amendment No. 23 – To Appropriate \$2,480,000 of Additional Budgetary Authority for Street Resurfacing in the Local Streets Fund and Recognize the Associated Transfer from the Major Streets Fund

**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 Concur with the Attendance of City Councilmembers at the Government Matters Annual Legislative Luncheon
- b) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Allied Mechanical Services, 3860 Roger B. Chaffee, SE, in the City of Wyoming (October 7, 2019 at 7:01 p.m.)

**15) Resolutions**

- c) For Election to Comply with Section 4 of Public Act 152 of 2011
- d) To Amend a Portion of the City of Wyoming Fee Schedule
- e) To Accept a Grant from the Michigan Municipal Risk Management Authority Risk Avoidance Program (Budget Amendment No. 22)
- f) To Approve, Authorize and Direct the Mayor and City Clerk to Sign a MIDC Grant Agreement Amendment

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

- g) To Approve and to Authorize the Mayor and City Clerk to Sign a Contract with Etna Supply Company for Water Meters, Components and Accessories, Including the Required Additional Software as a Service Agreement with Sensus USA Inc.
- h) To Award the Bid for Bulk Pick-Up and Disposal of Street Sweepings to Waste Management of Michigan, Inc.
- i) To Award the Bid for Curbside Leaf and Brush Collection and Disposal (2019-2021) to Waste Management of Michigan, Inc.
- j) To Award the Bid for Catch Basin Cleaning (2019-2022) to Plummer’s Environmental Services, Inc.
- k) To Extend the Bid for Permanent Winter Hot Mix and Winter Cold Mix Asphalt
- l) To Accept an Agreement with the Kent County Road Commission to Pay the City of Wyoming to Perform Winter Maintenance Activities and to Authorize the City Manager to Execute the Agreement
- m) To Authorize the Purchase of De-Icing Salt from Compass Minerals America Inc. and to Authorize the Mayor and City Clerk to Execute the Agreement
- n) For Award of Bids
  - 1. Fence – Lemery Park
  - 2. Turnout Gear
  - 3. Security Access Doors
  - 4. Waterworks Fittings

**17) Ordinances**

**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**







## STAFF REPORT

Date: September 5, 2019

Subject: Ideal Park Development Update – Request for Additional Funding (Library and Parks Capital Millage)

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: September 16, 2019

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### **RECOMMENDATION:**

To approve \$73,000 of additional funding from the dedicated Library and Parks Capital Millage to address unstable soils for the construction of the Ideal Park development's access road and parking lot.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

**Community** - The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city. Ideal Park is located within a dense residential neighborhood and is the only park located within the city south of 54<sup>th</sup> street. The redevelopment and improvement of Ideal Park increases our ability to equitably provide for recreation and leisure services to a region of our community.

**Safety** - As we serve to create an attractive, comfortable, engaged community, this project improves the appearance and safety of Ideal Park.

**Stewardship** - The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city.

### **DISCUSSION:**

**Construction status** – The development project is ongoing. Having experienced significant weather delays due to heavy rains this spring resulting in flooding of the area, application has been made to the State of Michigan to extend the project period for the initially enabling Natural Resources Trust Fund grant (matched by funds from the dedicated Parks and Recreation Operational Millage) to December 31, 2019. During this construction season the following has been accomplished:

- Site clearing and soil erosion controls placed
- Base grading of the project site, tree protection is complete
- Storm sewer, stormwater retention, and water lines are installed
- Foundations for the playground and shelter are complete
- Play equipment and shelter components have been ordered; play equipment has been received

Periodic rain events over the course of the summer has resulted in the water table to remain high – roughly 2 feet below grade.

**Unstable and unsuitable soils** - Due to the rain events and elevated ground water tables, portions of the entrance road and parking areas have been unable to meet compaction requirements in order to proceed with construction of these components. Staff and consultants met on Tuesday August 27 to review options for construction. Each option will result in additional costs and longevity considerations and must comply with DEQ permitting regulations.

We all agree that with the conditions currently present on site, the greatest of these the water table, require us to amend our approach to constructing the access road and parking lot. We do know that a drive and parking lot previously existed on the site that showed signs of instability, but it had been in place for over forty years. Current traffic on the new drive is expected to continue to have garbage/dumpster trucks. City snow plows, heavy emergency vehicles will also use the new park drive.

Currently the soils have been cut to 23" below grade at the Crippen Street entrance which is the proposed cross section of the road per plans. The water table is approximately 2' below this cut. To cut additionally and replace materials would require dewatering and other issues of working within the ground water. We cannot raise the cross section above the proposed grade due to the MDEQ floodplain permitting.

**Solution proposal** – In order to protect the city's investment in access road and parking lot construction for the project, staff have met with consultants and have determined that the best course of action is to amend products for the base construction to include modified aggregate and tensor fabrics, coupled with infield assessment and soil amendments based upon situational study and compaction testing. As described on the attached cost estimate, the maximum anticipated cost to implement the recommended solution approach is \$122,762.50.

**Budget impact** - April 1, 2019 the City Council authorized \$1,736,659.60 for the general contractor award for the Ideal Park redevelop, construction contingency and additional engineering and testing services required during construction. As of this writing and detailed on the attached tracking sheet, nine (9) construction bulletins have been issued, totaling \$29,895.50, and an additional \$2,394.50 in testing services have been required to be performed. This leaves \$125,588.15 available to address contingency, etc.

Recognizing the complexity of the site and ongoing construction needs, coupled with anticipated additional construction inspections and testing to ensure permit compliance and project integrity, it is recommended that of the \$125,000 currently available in contingency, that \$50,000 be applied to the proposed solution; and that \$73,000 of additional funds be allocated from the Library and Parks Capital fund to implement the solution and ensure funds remain available for contingency and testing.

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: September 16, 2019**

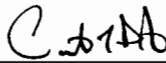
**Budget Amendment No. 023**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$2,480,000 of additional budgetary authority for street resurfacing in the Local Streets Fund and recognize the associated transfer from the Major Streets Fund as part of the project approved with resolution 26465 on 8/19/19.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Local Streets Fund</u></b>				
Public Works - Street Maintenance - Capital Outlay Street Resurfacing				
203-441-46300-972.510	1,239.10	2,480,000.00		2,481,239.10
Transfer From Major Street Fund				
203-699.002	-	2,480,000.00		2,480,000.00
Fund Balance/Working Capital (Fund 203)		-	-	

Recommended:   
Finance Director

  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2019-2020 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 CONCUR WITH THE ATTENDANCE OF CITY COUNCILMEMBERS  
AT THE GOVERNMENT MATTERS ANNUAL LEGISLATIVE LUNCHEON

WHEREAS:

1. The Government Matters Annual Legislative Luncheon was held on September 16, 2019.
2. It is the desire of the City Council that Wyoming be represented at luncheons such as this.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council attended the Government Matters Annual Legislative Luncheon on September 16, 2019.
2. That Councilmembers will submit their expense reports at the conclusion of the luncheon for approval at the next regular City Council meeting.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN APPLICATION  
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR  
ALLIED MECHANICAL SERVICES, 3860 ROGER B CHAFFEE, SE,  
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District 175, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 16691 on June 20, 1994.
2. Allied Mechanical Services has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to their facility located within Industrial Development District 175, with an estimated cost of \$750,000 for real property to be located at 3860 Roger B Chaffee, SE.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Allied Mechanical Services, for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on Monday, October 7, 2019 in the City Council Chambers, City Hall, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Exhibit A – Legal Description

Resolution No. \_\_\_\_\_

**STAFF REPORT**

Date: September 9, 2019  
Subject: Allied Mechanical Services, 3860 Roger B Chaffee, SE  
From: Jennifer Stowell, Administrative Assistant to the City Manager  
Meeting Date: September 16, 2019

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Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Allied Mechanical Services, based on the City of Wyoming’s Economic Development Policy.

Community, Safety, Stewardship

Allied Mechanical Services has proven to be responsible and cooperative in their efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City’s Land Use Plan.

Approval of this application will help retain and expand a local industrial company, encourage continued investment by Allied Mechanical Services, and provide additional employment opportunities to the area.

Discussion:

Allied Mechanical Services has conducted business in the City of Wyoming for two and a half years and is requesting the approval of an Industrial Facilities Exemption Certificate. Staff has reviewed the IFT application, which is summarized below by facility:

Address of project:	3860 Roger B Chaffee, SE Wyoming, MI 49548
Personal Property:	\$ 0.00
Real Property:	\$ 750,000.00
Estimated Jobs:	5-20 new jobs 200 retained jobs
Starting date of project:	October, 2019

## Project Summary:

Allied Mechanical Services has done business in Wyoming for two and a half years. They manufacture sheet metal and controls. They will be renovating their building to accommodate their growth. Allied currently has 50,000 sq feet of manufacturing space and will be adding an additional 10,000 – 25,000 sq feet to add spiral duct manufacturing along with five new jobs and potentially twenty more jobs in the future.

Legal Description:

Allied Mechanical 3860 Roger B Chaffee:

PART OF LOT 81 COM 465.0 FT N ALONG W LINES OF LOTS 80 & 81 FROM SW COR OF SD LOT 80 TH N 89D 55M E 650 FT TO E LINE OF SD LOT 81 TH NLY ALONG E LOT LINE TO NE COR THEREOF TH W TO NW COR OF SD LOT 81 TH SLY 256.5 FT TO BEG KENT INDUSTRIAL CENTER NO.2

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR ELECTION TO COMPLY WITH  
SECTION 4 OF PUBLIC ACT 152 OF 2011

WHEREAS:

1. Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans.
2. Section 4 of the Act provides that each year, by a majority vote of its governing body, a public employer may elect to comply with the Act by not paying more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees and elected public officials, instead of complying with the specified dollar amount "hard caps" under Section 3 of the Act.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby elect to comply with Section 4 of Public Act 152 of 2011 instead of Section 3.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

ATTACHMENTS:  
Public Act 152

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

**PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT**  
**Act 152 of 2011**

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

*The People of the State of Michigan enact:*

**15.561 Short title.**

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

**15.562 Definitions.**

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer or a public employer's contributions to a fund used for the sole purpose of funding health care benefits that are available to a public employee or an elected public official only upon retirement or separation from service.

(f) "Medical benefit plan costs" does not include a payment by the public employer to an employee or elected public official in lieu of medical benefit plan coverage and, for a medical benefit plan coverage year beginning after the later of January 1, 2014 or the effective date of the amendatory act that added this subdivision, includes, but is not limited to, all of the following:

(i) Any amount that the public employer pays directly or indirectly for the assessment levied pursuant to the health insurance claims assessment act, 2011 PA 142, MCL 550.1731 to 550.1741.

(ii) Insurance agent or company commissions.

(iii) Any additional amount the public employer is required to pay as a fee or tax under the patient protection and affordable care act, Public Law 111-148, as amended by the federal health care and education reconciliation act of 2010, Public Law 111-152.

(g) "Medical benefit plan coverage year" means the 12-month period after the effective date of the contractual or self-insured medical coverage plan that a public employer provides to its employees or public officials.

(h) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are

defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 269, Imd. Eff. Dec. 30, 2013.

**Compiler's note:** Enacting section 1 of Act 269 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature and is curative and retroactive as to the exclusion of funding for health care benefits that are available only upon either retirement or separation from service from the definition of medical benefit plan and as to the exclusion of payments in lieu of medical benefit plan coverage from medical benefit plan costs."

**15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.**

Sec. 3. (1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) shall be \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage and shall be adjusted each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013.

**Compiler's note:** Enacting section 1 of Act 270 of 2013 provides:

"Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."

**15.564 Public employer contribution to medical benefit plan; limitation on percentage of annual costs; allocation of employees' share of total costs.**

Sec. 4. (1) By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles, other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. For purposes of this section, each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 271, Imd. Eff. Dec. 30, 2013.

**15.565 Collective bargaining agreement or other contract in effect; inconsistent terms.**

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for 1 or more employees of a public employer on September 27, 2011, the requirements of section 3 or 4 do not apply to an employee covered by that contract until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 27, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 272, Imd. Eff. Dec. 30, 2013.

**Compiler's note:** Enacting section 1 of Act 272 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature that September 27, 2011 is the date on and after which a new contract must comply with this act. This amendatory act is curative and applies retroactively."

**15.566 Deduction by public employer.**

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

**15.567 Applicability of requirements to medical benefit plans of public employees and elected public officials; scope; effect of certain sections found to be invalid.**

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

**15.568 Exemption from act; extension; exceptions.**

Sec. 8. (1) By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year.

(2) A 2/3 vote of the governing body of the local unit of government prior to the beginning of each succeeding medical benefit plan coverage year is required to extend an exemption under this section.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

(5) An exemption under this section is not effective for a city with a population greater than 600,000.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 273, Imd. Eff. Dec. 30, 2013;—Am. 2014, Act 184, Imd. Eff. June 20, 2014.

**15.569 Noncompliance by public employer; penalty.**

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

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 X – Utilities 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 X - Utilities effective September 16, 2019.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Proposed Fee Schedule

## STAFF REPORT

Date: August 28, 2019  
Subject: Fee Schedule Change  
From: Andrea Boot, City Treasurer  
Meeting Date: September 16, 2019

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### **RECOMMENDATION:**

It is recommended City Council approve the change to the Utility Fee Schedule for water meters.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The Utility Billing Office bills for actual water and sewer use in the City. Accurate, reliable water meters are necessary to maintain an equitable, fair billing process and allow the City of Wyoming to continue to offer very competitive water and sewer rates.

### **DISCUSSION:**

Water metering technology continues to evolve to provide for more accurate measuring of water use such as compound meters or mag meters. Such meters have not been included in our fee schedule in the past since their application was very limited. In order to provide our customers with the best meter for their application we have found that some of the newer meters are a better fit. Rather than listing any meter possibility in the fee schedule I am proposing to add some flexibility to the fee schedule by allowing the City to charge for meters not listed in the fee schedule. This cost shall be limited to actual meter cost plus 10% overhead.

### **BUDGET IMPACT:**

The budget impact for this change is minimal.

**ALL CHANGES ARE IN BOLD**

**X - UTILITIES**

These fees will be effective as of **September 16, 2019**

WASTEWATER PENALTIES

Concentration Level	Primary, Secondary and Tertiary Pollutants Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
0-Limit (x)	No penalty	No penalty	No penalty	No penalty
>1(x) - 2(x)	\$56.87	\$113.74	\$170.64	\$227.51
>2(x) - 3(x)	113.74	227.51	341.26	455.02
>3(x) - 4(x)	170.64	341.26	511.90	682.53
>4(x)	284.38	568.77	853.16	1,000.00**

(x) Individual limits as listed in Sections 86-292 (b) (1) (b) and 86-292 (b) (2) (b) and 86-292 (b) (3) (b), General Maximum Limits for Primary, Secondary and Tertiary Toxic Pollutants.

pH	pH Penalty Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
5.0 - 10.5	No penalty	No penalty	No penalty	No penalty
4.0 - 4.9	\$17.08	\$34.14	\$51.20	\$68.27
3.0 - 3.9	45.50	91.00	136.51	182.01
0 - 2.9	85.32	170.64	341.26	853.16
10.6 – 10.9	17.08	34.14	51.20	68.27
11.0 - 11.9	45.50	91.00	136.51	182.01
≥ 12.0	85.32	170.64	341.26	853.16

\*Based on average day for previous quarter

\*\* Maximum penalty allowed by law

## TREATED GROUNDWATER DISCHARGE

The following fees for treated groundwater discharges to the POTW are established:

(1) Permit fee, per permit issuance	199.07
(2) Inspection fee, per inspection	170.64

## WASTEWATER SURCHARGE RATES

BOD	Up to 460 mg/L	> 460 mg/L
Rate/lb.	\$0.00	\$0.158
SS	Up to 260 mg/L	> 260 mg/L
Rate/lb.	\$0.00	\$0.196
Phosphorus	Up to 12 mg/L	> 12 mg/L
Rate/lb.	\$0.00	\$1.59
Oil and Grease	Up to 91 mg/L	> 91 mg/L
Rate/lb.	\$0.00	\$0.126
Ammonia	Up to 32 mg/L	> 32 mg/L
Rate/lb.	\$0.00	\$0.14

## INSTALLATIONS

Water Meters\*:

Meter Size	Charge
5/8 inch	\$ 224.09
1 inch	298.04
1.5 inch	534.65
2 inch	671.15
2 inch compound	1,751.83
3 inch	856.58
4 inch	2,107.88
6 inch	3,441.08
8 inch	5,305.54

**\*For water meters larger than 1 inch, actual cost plus 10% will be charged.**

Water Service Installation to Stop Box Only

1"	1,750.00
1.5"	2,727.00
2"	2,727.00

Watermain Tapping Actual cost plus 25%

Water System Development Charge  
by tap size

1 inch	1,308.18
1 ½ inch	4,174.82
2 inch	5,221.36
3 inch	11,728.14
4 inch	31,237.13
6 inch	78,058.68
8 inch	104,074.40
12 inch	148,939.40

Sewer System Development Charge  
by water tap size

1 inch	1,301.36
1 ½ inch	4,166.84
2 inch	5,192.92
3 inch	11,687.18
4 inch	31,119.95
6 inch	77,831.17
8 inch	103,770.70
12 inch	155,649.80

WATER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public water service. Ready-to-Serve Charge will be assessed whether or not the water meter is installed and whether or not water is being used. The ready-to-serve is not charged if the water lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges
5/8 inch	\$ 23.66
1 inch	48.51
1 1/2 inch	104.11
2 inch	160.91
3 inch	279.21
4 inch	521.75
6 inch	1,074.71
8 inch	1,808.96

Water commodity rate (in addition to Readiness to Serve Charge):  
Quantity steps applicable rate, per 100 cubic feet: \$1.35

## SEWER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public sewer service. Ready-to-Serve Charge will be assessed whether or not sewer is being used. The ready-to-serve is not charged if the sewer lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges
5/8 inch or no meter	\$ 17.69
1 inch	30.89
1 1/2 inch	57.33
2 inch	83.70
3 inch	202.56
4 inch	334.64
6 inch	664.73
8 inch	994.85
12 inch	1,528.39

Sanitary Sewer commodity rate (in addition to Readiness to Serve Charge):

per 100 cubic feet (hereinafter referred to as billing unit) of water use per quarter: \$2.94

Residential sewer billing units shall be determined by using 1.15 times the water use for the winter quarter which is hereby defined as any 3 months between November 1 and April 30. However, when the winter quarter use is less than 10 billing units, then 10 billing units shall be used. Provided, however, that in no case shall the billing units for sewer be greater than the total water use for any particular quarter.

Effective July 1, 2019, the minimum charge per quarter for those residential sewer users not served by the City's water system shall be \$47.04 plus the applicable Ready to Serve Charge.

## LATE CHARGE

A penalty of 10% of current charges for water and sewer will be added to any bill paid after the due date on the bill.

Customers with sewer only service shall have a service charge of 1 ½ percent per month assessed on the unpaid balance for that delinquent portion of their bill which becomes a lien placed on the property tax roll.

## FIRE SPRINKLER CONNECTION

(per year charge applicable to unmetered connections):

4 inch and smaller connections to City main	\$ 164.96
6 inch connection to City main	519.88
8 inch connection to City main	883.88
10 inch connection to City main	1,820.08
12 inch connection to City main	2,959.88

## MISCELLANEOUS FEES

Cash deposit for Section 86.43(4)	150.00
Collection Cost Recovery Fee	40.00
Water Construction Fee (60 days)	67.50
Pool Filling Permit:	
Homeowner and contractor	67.50
Miscellaneous Hydrant Usage:	
Used one day	67.50
Used after first day	67.50
Plus metered usage at current water rate, plus 100%	
Unauthorized hydrant use, penalty of	500.00
Unauthorized water use, penalty of	500.00

### NPDES Permit Treated Groundwater

The permit fee for treated groundwater discharge shall be  
\$.08 per 100 cubic feet.

## WASTE HAULERS

The following fees for waste haulers permitted to discharge to the POTW are established.  
Fees shall be assessed quarterly.

Leachate haulers Treatment Fee, per 100 cubic feet discharged \$8.98

Miscellaneous waste haulers including septage haulers:  
(to be paid in advance)

\$80.47 per 1000 gallons per load, or fraction thereof

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A GRANT FROM THE MICHIGAN MUNICIPAL RISK  
MANAGEMENT AUTHORITY RISK AVOIDANCE PROGRAM

WHEREAS:

1. The Department of Public Safety's Fire Service applied for and received a grant through the MMRMA RAP in the amount of \$18,910.33.
2. The City of Wyoming will agree to provide matching funds in the amount of approximately \$40,000 for security access doors at the fire stations.
3. The grant will be used to install a critically needed security system intended to protect valuable resources and help keep employees safe from external threats.
4. It is recommended the City Council accept MMRMA'S RAP Grant in the amount of \$18,910.33.
5. The matching funding will be distributed from funding sources within the Fire Budget Capital Outlay Account 101-337-33800-975000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the Michigan Municipal Risk Management Authority Risk Avoidance Program grant in the amount of \$18,910.33.
2. The City Council does hereby authorize Chief Kimberly Koster to serve as Program Director.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment  
Staff Report

Resolution No. \_\_\_\_\_

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: September 16, 2019**


**Budget Amendment No. 022**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$18,910.33 of budgetary authority and recognize related grant revenue from MMRMA for security access doors as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
Income/Donations				
101-675.000	-	18,910.33		18,910.33
Fire - Buildings - Capital Outlay				
101-337-33800-975.000	367,260.55	18,910.33		386,170.88
Fund Balance/Working Capital (Fund 101)		-	-	

Recommended:   
Finance Director

  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2019-2020 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

## STAFF REPORT

Date: August 28, 2019

Subject: Michigan Municipal Risk Management Authority Risk Avoidance Program Grant

From: Dennis Van Tassell, Deputy Fire Chief

Meeting Date: September 16, 2019

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### **RECOMMENDATION:**

It is recommended the City Council accept the MMRMA Risk Avoidance Program (RAP) Grant for Security Access Door Systems for the four City of Wyoming Fire Stations. This grant totals \$18,910.33 and will be utilized as matching funding for the installation of door security access systems.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The money from this grant will be utilized to maintain the security of the equipment necessary for emergency operations within the city, and will help keep employees safe from external threats. The grant was written to help supplement allotted budgetary funding.

### **DISCUSSION:**

The Wyoming Fire Department does not currently utilize a security door system at its fire stations. The RAP grant will provide matching funds to install these systems at each fire station.

The grant will provide approximately 33% of the funding necessary for the security door systems.

### **BUDGET IMPACT:**

This grant provides money to match budgeted money intended to install security door systems at the fire stations. The fire budget will utilize money from account 101-337-33800-975000 to support this project.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE, AUTHORIZE AND DIRECT THE MAYOR AND CITY  
CLERK TO SIGN A MIDC GRANT AGREEMENT AMENDMENT

WHEREAS:

1. The City is the “court funding unit” for the 62-A District Court.
2. The Michigan Indigent Defense Commission (“MIDC”) entered into a grant agreement with the City to fund a portion of the costs related to the defense of indigent criminal defendants.
3. Funding for the state’s 2019-20 fiscal year that begins on October 1, 2019 will be uncertain until the state’s budget is approved later this month.
4. There are unspent funds under the current grant agreement that could be used until the City and MIDC enter into a 2019-20 fiscal year grant agreement but using the current grant funds for that purpose will require an amendment to the current grant agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The amendment to the current Grant Agreement between the MIDC and the City entitled “Amendment to Allow for Expenditure of Fiscal Year 2019 Unexpended Funds” is approved in substantially the form attached subject to such changes as are approved by the City Manager and City Attorney, and the Mayor and City Clerk are authorized and direct to sign it on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                      No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Amendment

## STAFF REPORT

Date: September 11, 2019  
Subject: MIDC Update & Recommendation  
From: Scott Smith, City Attorney  
Meeting Date: September 16, 2019

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### **BACKGROUND:**

The Michigan Indigent Defense Commission (“MIDC”) adopted 8 Minimum Standards for Indigent Criminal Defense Services, the first 4 of which are now being implemented. Earlier this year, the City entered into an MIDC grant agreement pursuant to which an MIDC grant funds most of the costs of implementing the MIDC standards.

The state’s fiscal year and MIDC grant ends September 30, 2019. MIDC funding levels for the state’s 2019-20 fiscal year will not be known until the state’s FY 20 budget is adopted later this month. FY 20 MIDC grant agreements will not be available until after the beginning of the state’s FY 20 fiscal year. However, there are unspent FY 19 funds that could, with an amendment to the existing MIDC grant agreement, be used to cover initial FY 20 costs until the FY 20 MIDC grant agreement is signed.

### **RECOMMENDATION:**

Adopt the Resolution Approving and Authorizing and Directing the Mayor and City Clerk to Sign MIDC Grant Agreement Amendment.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – The grant agreement amendment will enable the City to continue to provide for improved criminal defense services for community members.

Safety – Providing appropriate criminal defense is a key element of the criminal justice system and is therefore a component of law enforcement.

Stewardship – The MIDC grant funds most of the costs of implementing the MIDC’s indigent criminal defense standards.

### **BUDGET IMPACT:**

The grant agreement amendment will enable to the City to continue to rely on MIDC grant funds for most of the costs of implementing the MIDC’s indigent criminal defense standards.

## **AMENDMENT TO ALLOW FOR EXPENDITURE OF FISCAL YEAR 2019 UNEXPENDED FUNDS**

Subject to the terms and conditions below, the State of Michigan, the Michigan Indigent Defense Commission (MIDC), and the Department of Licensing and Regulatory Affairs (LARA) (collectively "Grantor") and \_\_\_\_\_ ("Grantee") enter into this Agreement to allow Grantee to use funds remaining from Grant No. \_\_\_\_\_ after September 30, 2019.

### **BACKGROUND**

In June 2018, the Michigan Legislature appropriated funds to cover the cost of indigent defense services under the Michigan Indigent Defense Commission Act. Funding for fiscal year 2019 was distributed to funding units pursuant to a grant contract executed between each funding unit and Grantor. The funds distributed under these grant contracts included the state grant amount and the local share. The amount of the grants included funding for a full fiscal year--October 1, 2018, through September 30, 2019.

Pursuant to the MIDC Act, all indigent defense grant funds are required to be held in a restricted fund. MCL 780.993(14)(b). The MIDC Act also provides that unexpended funds in a system's restricted fund (not subject to MCL 780.993(11)) will be included in the system's subsequent fiscal year's expenditures through the subsequent year's compliance plan and cost analysis.

The Parties are unable to execute a new grant contract for fiscal year 2020 on or before October 1, 2019. The Parties agree, however, that Grantee should make indigent defense-related expenditures with unexpended funds from fiscal year 2019 in order to ensure the uninterrupted provision of indigent defense services.

### **TERMS**

1. *Scope of Authority:* This agreement incorporates by reference the fiscal year 2019 grant contract and associated fiscal year 2019 compliance plan and cost analysis. If Grantee received a budget adjustment during fiscal year 2019, it should continue spending funds in accordance with the budget adjustment. Any funds used pursuant to this agreement shall be used consistent with the FY 19 approved compliance plan and cost analysis and shall not be used for any other purpose.
2. *Variation from Fiscal Year 2019 Spending:* Any variation in Grantee's spending requires prior written approval from the MIDC. Grantee must follow MIDC policy and procedure when applying for approval. The MIDC's approval of Grantee's fiscal year 2020 plan and/or cost analysis does not qualify as approval to deviate from Grantee's fiscal year 19 spending.
3. *Offset:* The state grant for fiscal year 2020 will be offset by the amount of unexpended funds (not subject to MCL 780.993(11)) remaining on September 30, 2019.
4. *Fund Balance Reporting:* Michigan Compiled Laws 780.993(15) requires Grantee to report all unexpended funds as of September 30<sup>th</sup> by October 31, 2019, to the MIDC.

5. *Incorporation*: All terms and conditions of the Parties' fiscal year 2019 grant agreement (including attachments) are incorporated into this Agreement. But if there is a conflict between the terms and conditions of the fiscal year 19 grant agreement and this Agreement, this Agreement prevails.

#### MISCELLANEOUS PROVISIONS

6. *Local Share*: Nothing in this agreement affects the calculation of the local share pursuant to the MIDC Act. That share is adjusted on an annual basis.

7. *Modification*: This Agreement, and all documents incorporated hereto, constitute the Parties' entire Agreement. This Agreement can only be modified by the Parties' written agreement.

8. *Waiver*: Failure to enforce any provision of this Agreement shall not constitute a waiver.

9. *Severability*: If any court of competent jurisdiction finds any part of this Agreement to be invalid or unenforceable, that part will be deemed deleted from this Agreement. The severed part will be replaced with a mutually agreeable provision that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

10. *Headings*: The use of headings in this Agreement is for convenience only. Headings shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties.

11. *Termination*: This agreement shall terminate on December 31, 2019, or the date that the parties sign their FY 20 grant contract—whichever date is earlier. Expenditures made under this Agreement, however, shall be included and supported with documentation in the first report required under the FY20 grant contract.

12. *Signatories*: The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

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LeAnn Droste, Director  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

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Date:

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Loren Khogali, Executive Director  
Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs

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Date:

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Jack A. Poll    Kelli A. Vandenberg

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Date:

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Name of Authorized Signer

Mayor            City Clerk

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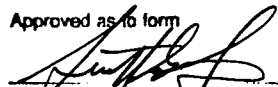
Title

City of Wyoming/62A District Court/Grant # 2019-114

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System Name

Approved as to form



Scott G. Smith, City Attorney

Date: 9/11/2019

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN A CONTRACT WITH ETNA SUPPLY COMPANY FOR WATER METERS, COMPONENTS AND ACCESSORIES, INCLUDING THE REQUIRED ADDITIONAL SOFTWARE AS A SERVICE AGREEMENT WITH SENSUS USA INC.

WHEREAS:

1. The City of Wyoming intends to install an Advanced Metering Infrastructure (AMI) system.
2. The City of Grand Rapids Bid #890-45-28 was an RFP on behalf of multiple area municipalities for Water Meters, Components and Accessories and ETNA Supply Company was the selected bidder.
3. ETNA Supply Company has submitted a quotation to provide AMI software, setup, analytics and training specific to Wyoming AMI operations.
4. A Software as a Service (SaaS) agreement with Sensus USA Inc. is necessary to define terms for the hosted AMI solution.
5. As identified in the attached staff report, all relevant documents are contained in a single contract document with ETNA Supply Company.
6. The City Attorney and Department of Public Works has jointly prepared a contract with Etna Supply Company that incorporates the bid prices as tailored to Wyoming and includes the SaaS Agreement with Sensus USA, Inc. (the "Contract").
7. Funds for the AMI system are available in water fund, capital outlay account number 591-441-57300-986.480, sewer fund, capital outlay account number 590-441-54400-986.480, as well as the water fund, meters, maintenance supplies account number 591-591-56500-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the Contract in substantially the form attached and authorizes the Mayor and City Clerk to sign it, including the SaaS Agreement, on behalf of the City.
2. Because this was a cooperative bid with the City of Grand Rapids, the City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

ATTACHMENTS:  
Staff Report  
Contract Documents

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Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: August 28, 2019

Subject: Approve and authorize a contract with ETNA Supply Company and Sensus USA Inc. for services related to water meters, components, and accessories associated with Advanced Metering Infrastructure

From: Aaron Vis, Assistant Director of Public Works

Date of Meeting: September 16, 2019

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### **RECOMMENDATION:**

It is recommended that the City Council approve and authorize the Mayor and City Clerk to sign a contract with ETNA Supply Company for water meters, components and accessories, including the required additional software as a service agreement with Sensus USA Inc. These products are associated with implementing an Advanced Metering Infrastructure (AMI) system and purchase of Sensus water meters.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The installation and use of AMI, or smart meter system, will allow users the ability to monitor water usage in near real-time. It will provide a better level of service for City water users, including schools and industrial users who have been requesting an AMI system for several years. Water leaks, excessive use and other usage alarms will allow users to identify wasteful practices. Additionally, the AMI system will be used to meter large sanitary sewer dischargers, providing Clean Water Plant staff and industrial sewer users with valuable discharge and loading information.

The State of Michigan Department of Environment, Great Lakes and Energy (EGLE) is requiring a complete water service line material inventory report by January 1, 2025. Installing the AMI system requires entry into every facility, allowing access to visually inspect each water service line material and fulfill this requirement.

The AMI system is being purchased and installed in partnership with the City of Grand Rapids. Additionally, authorization of the attached contract allows the City to purchase water meters and accessories using the Grand Rapids bid prices which are less than what the City currently pays for Sensus meter products. The FCC licensed frequency used will be shared with the City of Grand Rapids, and antennas installed throughout the area will be able to read both Grand Rapids and Wyoming meters.

### **DISCUSSION:**

AMI is a wireless communication network that provides two-way communication between a meter and a utility supplier. Over the past several years, the City tested three different AMI systems. One of the AMI systems, Sensus FlexNet, was tested in conjunction with the City of Grand Rapids. This system was the most reliable, provided the best analytical information, required the least infrastructure investment, and could be installed on a regional scale.

The Sensus AMI system works by transmitting meter information over a FCC licensed frequency every 4 to 6 hours, for a fraction of a second, to an antenna located on either the Gezon or Hook water towers. This information is housed in a secure, cloud-based data warehouse, before being relayed back to the City and the utility billing software. Consumers are able to access their data and associated analytics via a web portal, if they desire to. Besides being used strictly for water meters, the AMI system will also be connected to the sanitary sewer discharge meters for large sewer users and is expandable to other applications such as distribution system monitoring.

AMI system installation involves two phases, a commercial/industrial phase and a residential phase. The first phase, expected to take approximately 2 years to complete, will include AMI antenna installation on the Hook and Gezon water tanks, and AMI endpoint installation at all 2,350 commercial and industrial meter locations. This phase is expected to cost approximately \$600,000 and be done by City staff. When practical, aging water meters will also be changed out as part of the AMI installation process. AMI analytics will be used to determine future meter change-outs.

The City is continuing to research the logistical and economical aspects of the second phase of AMI which would include residential endpoint installation on all 20,800 residential meters. This would also include changing out approximately 11,000 residential water meters that are currently between 15 and 28 years old as well as performing the EGLE required water service inspection. This second phase is expected to cost approximately \$4.2M, take 4 years to complete and likely be subcontracted out.

Approval of the attached documentation is necessary to complete the commercial/industrial phase of AMI and continue exploring the residential phase. Sufficient funds exist to perform this work.

#### **BUDGET IMPACT:**

Financing for the AMI system has been included in the utility capital plan and will be funded 50% each by the water and sewer capital funds, while water meter purchases will be funded through the normal meter account. Sufficient funds are available in the water fund, capital outlay account (591-441-57300-986.480) and sewer fund, capital outlay account (590-441-54400-986.480), as well as the water fund, meters, maintenance supplies account (591-591-56500-775.000).

#### **ATTACHMENTS:**

Contract Documents

## STAFF REPORT

**DATE:** September 3, 2019

**SUBJECT:** Approve and authorize a contract with ETNA Supply Company and Sensus USA Inc. for services related to water meters, components, and accessories associated with Advanced Metering Infrastructure

**FROM:** Pat Firestone, Director of Information Technology

**MEETING DATE:** September 9, 2019

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### **RECOMMENDATION:**

The Information Technology department supports the recommendation by Public Works, to proceed with the purchase of an advanced metering infrastructure from ETNA Supply company and Sensus USA Inc.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Criteria for the support of community, Safety and stewardship is outlined in the staff report for this project, submitted by Public Works.

### **DISCUSSION:**

City of Wyoming Information Technology staff has reviewed the proposed solution and met with Public Works, ETNA Supply Company and Sensus USA Inc., to discuss the technical aspects of the project, as well as reviewed the required specifications for the software and hardware solutions. The software and hardware were determined to be fully-compliant with our current City of Wyoming computing environment, with minimal impact on computing infrastructure resources.

### **BUDGET IMPACT:**

Budget funding for this project is addressed in the staff report submitted by Public Works/A. Vis.

CITY OF  
**Wyoming**  
MICHIGAN

**WATER METERS, COMPONENTS AND ACCESSORIES CONTRACT**

This Contract is made as of the Effective Date between the City and the Contractor.

"City" means City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509.

"Contractor" means Etna Distributors, LLC, d/b/a Etna Supply Co, a Michigan limited liability company, of 4901 Clay Ave SW, Wyoming, MI 49548.

"Effective Date" means \_\_\_\_\_.

"Goods and services" means the OEM Sensus brand water meters, components and accessories, together with related services as stated in the Proposal.

"Proposal" means the Contractor's proposal submitted to the City of Grand Rapids by the April 30, 2018 due date for City of Grand Rapids bid file #890-45-28, the excerpted pricing and warranty terms of which are attached as Exhibit A and also includes the bid specifications for Grand Rapids bid file #890-45-28, excluding section 15 of the proposal.

"Standard Terms and Conditions" means the Standard Terms and Conditions attached as Exhibit B.

**TERMS AND CONDITIONS**

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the goods and services as detailed in the Proposal.
  - A. The City must also enter into a Software as a Service Agreement with Sensus USA, Inc. generally in the form attached as Exhibit C to obtain the data transmission and other electronic functions of and training on the new meters.
  - B. All shipments must be F.O.B. delivered, freight included, to the City Department of Public Works, 2660 Burlingame SW, Wyoming, MI 49509. All goods must be individually labeled with corresponding bid part numbers on all shippers, invoices, and on individual items/parts. All shipments exceeding 50 pounds must be on pallets/boxed and or banded to be able to be unloaded with a forklift. Pallets must be manufacturer's standard 4-way shipping pallets. Costs of all reels, drums, pallets and containers are included in the contract price and those items will become City property.
  - C. The City does not guarantee any minimum or maximum order or quantity amounts under this Contract. Orders will be placed for goods and services on an "as needed" basis against a purchase order. Orders may be frequent, throughout the year.
  - D. Contractor will provide the City with safety data sheets for all products brought on to City property for any reason, at any time, prior to their use.
  - E. Contractor will pick-up boxed meters or other items that are to be returned per City needs that will be full freight allowed.
  - F. The City will provide electricity, backhaul in the form of cellular, internet cable, or other type of internet access and a static IP address to enable data flow from the Sensus base station to the hosted RNI environment.
2. The City will pay the Contractor in accordance with the Proposal.
  - A. All prices are in United State dollars and include costs for shipping, freight, delivery, etc. Pricing includes all overhead expenses and incidentals including, but not be limited to, shipping/delivery, travel time, vehicle costs and equipment charges, fuel surcharges, etc. No additional cost will be paid.
  - B. Any manufacturer/supplier price decreases received by Contractor will be passed on to the City in the form of reduced cost of goods from the prices then in effect. From time-to-time the City may verify such decreases with Contractor and request new price adjustments. No increases over the bid price will occur to compensate Contractor for inefficiency, errors in judgment, increases in labor costs, or profit. Price increases will only be based on proof of manufacturer's increases in goods, to the supplier.
  - C. All invoices are to be sent to the City's principal contact identified below at the address provided for that principal contact. Invoicing will be on a monthly basis and include at least: (i) the department name, (ii) the purchase order number, (iii) a breakdown or itemized charges showing the quantity and unit cost of any goods provided and the personnel and time expended for any services provided, (iv) the date(s) of services or delivery, and (v) the total owed.
3. This Contract has a 3-year term with one 3-year renewal at the City's sole option for "as needed" orders of various OEM Sensus meters and equipment with unit pricing provided in Exhibit A to hold firm for the initial 3 years of the Contract. The City may terminate this Contract for cause or for convenience with 30-days' written notice to Contractor with no additional costs to the City. If the City does so, Contractor will complete any work currently underway and the City will pay Contractor for work completed when invoiced.
4. Contractor represents and warrants, except for those warranty terms included in Exhibit A or those terms included in Exhibit C, Contractor is complying with and will comply with the Standard Terms and Conditions.

5. The City's Assistant Director of Public Works – Maintenance, currently Aaron Vis, will be the City's principal contact for this Contract. Contractor's principal contact will be Al Weber, Director of Sales for ETNA Supply Company.

6. This is the only agreement between the parties regarding its subject matter and there are no other agreements, representations or warranties except as are stated in the Exhibits. It can be amended only in writing signed by both the City and Contractor. The parties agree this Contract and related documents may be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image or such other electronic means. That electronic signature will be treated in all respects as having the same effect as an original, wet-ink signature. This Contract may be signed in counterparts, each of which will be deemed an original, but all of which together constitute one agreement.

The City and Contractor have signed this Contract as of the Effective Date.

CITY OF WYOMING

ETNA DISTRIBUTORS, LLC, D/B/A ETNA SUPPLY CO

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: aw \_\_\_\_\_  
Al Weber, Municipal Div. Manager

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

By: AL WEBER \_\_\_\_\_  
\_\_\_\_\_, Manager

Date signed: July \_\_, 2019

Date signed: 7-18, 2019

Approved as to form: [Signature] \_\_\_\_\_  
Scott G. Smith, City Attorney

CITY OF  
**Wyoming**  
MICHIGAN

EXHIBIT A  
PROPOSAL

**Bid Reference #890-45-28**

**Meter and Smart Meter Infrastructure items and equipment**

**WATER METERS**

**UNIT PRICING FOR EACH ITEM EFFECTIVE THROUGH DECEMBER 31, 2020**

<b>Section 1 Residential and Small Commercial Water Meters</b>		<b>NEW METER PRICE</b>	<b>METER EXCHANGE</b>
		<b>EACH</b>	<b>PRICE EACH</b>
1	iPERL Water Meters, 5/8" or 5/8" x 3/4", 3/4" Short	\$ 150.00	\$ 130.00
2	iPERL Water Meters, 3/4"	\$ 210.00	\$ 155.00
3	iPERL Water Meters, 1"	\$ 250.00	\$ 200.00
4	Ally Water Meter 3/4" Short Body and 3/4"	\$ 540.00	\$ 540.00

<b>Section 2 Large Commercial Meters</b>		<b>NEW METER PRICE</b>	<b>NEW CHAMBER</b>
<b>Sensus Omni C2 Water Meters</b>		<b>EACH</b>	<b>PRICE EACH</b>
5	1-1/2" Omni C2 w/Integral Strainer	\$ 1200.00	\$ 1055.00
6	2" Omni C2 w/Integral Strainer	\$ 1385.00	\$ 1055.00
7	3" Omni C2 w/Integral strainer	\$ 1755.00	\$ 1500.00
8	4" Omni C2 w/Integral Strainer	\$ 3050.00	\$ 1685.00
9	6" Omni C2 w/Integral Strainer	\$ 5265.00	\$ 2450.00
10	8" Omni C2 w/Integral Strainer	\$ 8250.00	\$ 2625.00
11	10" Omni C2 w/Integral Strainer	\$ 11500.00	\$ 2625.00

<b>Section 3 Fire Line Water Meters</b>		<b>NEW METER PRICE</b>	<b>NEW CHAMBER</b>
<b>Sensus Omni F2 Fire Line UL/FM Floating Ball Meters, all lay lengths</b>		<b>EACH</b>	<b>(Drop In) PRICE</b>
		<b>EACH</b>	<b>EACH</b>
12	4" Omni F2 Fire Line Meter w/Integral Strainer (CFL)	\$ 7275.00	\$ 1790.00
13	6" Omni F2 Fire Line Meter w/Integral Strainer (CFL)	\$ 7885.00	\$ 2743.00
14	8" Omni F2 Fire Line Meter w/Integral Strainer (CFL)	\$ 11400.00	\$ 3409.00
15	10" Omni F2 Fire Line Meter w/Integral Strainer (CFL)	\$ 16295.00	\$ 3409.00

**WATER METERS CONTINUED**

**Section 4 Irrigation Water Meters**

Sensus OMNI T2 Floating Ball Meters

	<u>NEW METER PRICE</u> EACH	<u>NEW CHAMBER</u> <u>(Drop In) PRICE</u> EACH	
16	1 1/2" Omni T2 w/Integral Strainer	\$ 750.00	\$ 635.00
17	2" Omni T2 w/Integral Strainer	\$ 880.00	\$ 635.00
18	2" Omni T2 w/Integral Strainer - 10" Lay Length	\$ 880.00	\$ 635.00
19	3" Omni T2 w/Integral Strainer	\$ 1100.00	\$ 715.00
20	4" Omni T2 w/Integral Strainer	\$ 2135.00	\$ 715.00
21	6" Omni T2 w/Integral Strainer	\$ 3460.00	\$ 1350.00
22	8" Omni T2 w/Integral Strainer	\$ 8250.00	\$ 1750.00
23	10" Omni T2 w/Integral Strainer	\$ 11800.00	\$ 1750.00

**Section 5 Fire Hydrant Meters**

Sensus Omni Fire Hydrant Meters

	<u>NEW METER PRICE</u> EACH	<u>NEW CHAMBER</u> <u>PRICE EACH</u>	
24	2" H2 Hydrant Meter	\$ N/A	\$ N/A
25	3" H2 Hydrant Meter	\$ 1550.00	\$ 995.00
26	4" H2 Hydrant Meter	\$ N/A	\$ N/A

**Bid Reference #890-45-28**

**Meter and Smart Meter Infrastructure Items and equipment**

**MISCELLANEOUS WATER METERING ITEMS**

**UNIT PRICING FOR EACH ITEM EFFECTIVE THROUGH DECEMBER 31, 2020 (except Section 8)**

<b>Section 6</b>		<b>NEW ITEM PRICE</b>	
<b>Misc. Listed Maintenance Items</b>		<b>EACH</b>	
27	3" Support Bracket	\$	400.00
28	3/4" Gate Valve	\$	89.50
29	1" Gate Valve	\$	120.00
30	2" Gate Valve	\$	520.00
31	3" Gate Valve	\$	750.00
32	4" Gate Valve	\$	800.00

<b>Section 7</b>		<b>NEW ITEM PRICE</b>	
<b>Meter Idler (Meter Bars)</b>		<b>EACH</b>	
33	5/8" Meter Idler	\$	30.65
34	5/8" x 3/4" Meter Idler	\$	30.65
35	5/8" x 3/4" Meter Idler (plastic)	\$	14.10
36	3/4" Meter Idler	\$	41.10
37	3/4" Meter Idler (plastic)	\$	15.10
38	1" Meter Idler	\$	60.15
39	1" Meter Idler (plastic)	\$	18.55
40	1 1/2" Meter Idler (flanged)	\$	210.00
41	2" Meter Idler (flanged)	\$	277.55

<b>Section 8</b>		<b>NEW ITEM PRICE</b>	
<b>Meter Wire (REMOTE WIRE)</b>		<b>PRICE PER UNIT</b>	
42	18 Gauge, 3 Conductor (solid) Wire in conduit color; black, red, green	\$	0.40
			Per foot

1,000 foot roll

\$ 400.00 Per roll

**MISCELLANEOUS WATER METERING ITEMS CONTINUED**

<b>Section 9</b>		<b>NEW ITEM PRICE</b>
Meter Test Kit		<b>EACH</b>
43	Sensus meter test kit, small #SM-797	\$ 2225.00

<b>Section 10</b>		<b>SERVICE PRICE</b>
Meter Testing - Sensus certified meter test, list cost by size 5/8" through 10", all types:		<b>EACH</b>
44	5/8" Meter Test	\$ 150.00
45	3/4" Meter Test	\$ 150.00
46	1" Meter Test	\$ 150.00
47	2" Meter Test	\$ 350.00
48	3" Meter Test	\$ 400.00
49	4" Meter Test	\$ 500.00
50	6" Meter Test	\$ 725.00
51	8" Meter Test	\$ 925.00
52	10" Meter Test	\$ 1150.00

Section 11  
 Maintenance Support - Equipment  
 Please Attach Supply Website/Catalog/Program  
 53 All Misc. Parts and Accessories not Listed  
 (State Current Price Date) 4/13/18

DISCOUNT 15 UNIT % Off List

**Bid Reference #890-45-28**  
**Meter and Smart Meter Infrastructure items and equipment**

**WATER METER READING EQUIPMENT - DIRECT READ/AMR**

**UNIT PRICING FOR EACH ITEM EFFECTIVE THROUGH DECEMBER 31, 2020**

**Section 12 Meter Reading Direct Read/AMR Equipment**

Auto Read Hand-Held Device and Related Equipment (Sensus) - All prices includes trade-in value

		<b>NEW ITEM PRICE</b>
		<b>EACH</b>
54	AR or FL 6501 Hand - Held Device	\$ 6500.00
55	AR or FL 6502 Radio Frequency Hand Held Device	\$ 7500.00
56	AutoRead Software Upgrade HH/RR on Support	\$ 2000.00
57	Auto Read Software Version Upgrade (TR)-Not on Support	\$ 4500.00
58	Field Logic Software Upgrade HH/RR on Support	\$ 0
59	Field Logic Software Version Upgrade (TR)-Not on Support	\$ 2000.00
60	AR4090-C AutoGun	\$ N/A
61	Sensus Command Link (CL) 100	\$ 700.00
62	GPS Receiver-HOLUX	\$ N/A
63	AR6500 Charging Stand	\$ 2000.00
64	FL6001 Communication Stand	\$ 2000.00
65	Quad Ethernet Dock (Four Chamber Docking Station) FL6501	\$ 4700.00
66	AR6590 Auto-Gun - Bluetooth	\$ 1700.00
67	Trimble T41C	\$ 2000.00
68	Trimble T41 Communication Dock	\$ 500.00
69	Trimble TDC 100	\$ 1000.00
70	Trimble TDC 100 Communication Dock	\$ N/A
71	3096 + Touch Reader Plus	\$ 500.00
72	Electronic Meter Reading Pit Probe Adaptors (MRP) Sensus	\$ 500.00
73	Sensus SmartPoint Touch Coupler 1-port Model 510/520	\$ 140.00
74	Sensus SmartPoint Touch Coupler 2-port Model 510/520	\$ 150.00
75	Sensus Transceiver Unit 1-port Model 510/520	\$ 135.00
76	Sensus Transceiver Unit 2-port Model 510/520	\$ 145.00

Wired unit s  
Wired Units

**Bid Reference #890-45-28**

**Meter and Smart Meter Infrastructure Items and equipment**

**WATER METER READING SOFTWARE - DIRECT READ/AMR**

<b>Section 13</b>		<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Maintenance Support - Software Meter Reading</b>		<b>\$/yr.</b>	<b>\$/yr.</b>	<b>\$/yr.</b>
77	Annual Maintenance Support - AutoRead	2500.00	2500.00	2500.00
	<b>Effective Dates:</b>	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
78	Annual Maintenance Support - Field Logic	2500.00	2500.00	2500.00
	<b>Effective Dates:</b>	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021

Specify detailed breakdown of the software maintenance proposed:  
**AND/OR if an upgraded software is available (FieldLogic), please quote both**

**Example:**  
 Annual maintenance support for AutoRead software and related components to commence upon warranty expiration, shall include available upgrades, bidder shall provide detailed breakdown of program proposed.

Bid Reference #890-45-28  
 Meter and Smart Meter Infrastructure Items and equipment

ADVANCED METERING INFRASTRUCTURE SYSTEM

Section 14		Advanced Metering Infrastructure					
QTY	YEAR 1 \$ ea.	YEAR 2 \$ ea.	YEAR 3 \$ ea.	Total			
79	M4008 Base Station and Antenna with Installation	1	76000.00	N/A	N/A	N/A	76000.00
7		7	76000.00	N/A	N/A	N/A	532000.00

Section 15		Advanced Metering System Sensus RMI & Analytics with Customer Portal			
QTY	YEAR 1 \$ ea.	YEAR 2 \$ ea.	YEAR 3 \$ ea.	Total	
80	Sensus RMI Annual RMI SaaS Fee	1	8240.00		8240.00
81	RMI SaaS Setup Fee	1	24205.00		24205.00
82	Training (AMI FlexNet Core Education - Onsite)	1	5500.00		5500.00
83	Sensus Analytics Enhanced	1	6758.00		6758.00
84	Sensus Analytics Enhanced Setup Fee - Water	1	25000.00		25000.00
85	Sensus Analytics Standard Integration Performed by Sensus PS	1	4000.00		4000.00
86	Sensus Analytics Consultative Training (One Day)	1	2500.00		2500.00
87	Sensus Analytics Text Messages Unlimited	1	525.00		525.00
88	Sensus Analytics Customer Portal	1	6250.00		6250.00
89	Customer Portal System Setup	1	6250.00		6250.00
90	Customer Portal Customer Information System Integration Fee	1	12500.00		12500.00
91	Customer Portal Training	1	2250.00		2250.00
92	Customer Portal Text Messages Unlimited	1	225.00		225.00

SaaS Fees are based on Grand Rapids  
 Setup Fees are based on 83,000  
 Fees are based on rollout of smartpoles

\*\*\*Year one based on 3500 total installs\*\*\*  
 \*\*\*Year two based on 23750 total installs\*\*\*

\*\*\*Year three based on 42500 total installs\*\*\*

Not Included

**Bid Reference #890-45-28**  
**Meter and Smart Meter Infrastructure items and equipment**

**SMARTPOINTS FOR ADVANCED METERING INFRASTRUCTURE SYSTEM**

Section 16		QTY	YEAR 1 \$ ea./qty	YEAR 2 \$ ea./qty	YEAR 3 \$ ea./qty
<b>Smartpoint Purchase Breakdown</b>					
93	Sensus Gas Smartpoints Wired Only	1	350.00	350.00	350.00
94	Sensus Smart Gateway	1	350.00	350.00	350.00
95	Smartpoints 510M 1 port WU or TC	1-499	140.00	140.00	140.00
96	Smartpoints 510M 1 port WU or TC	500-999	130.00	130.00	130.00
97	Smartpoints 510M 1 port WU or TC	1000-2499	120.00	120.00	120.00
98	Smartpoints 510M 1 port WU or TC	2500-4900	110.00	110.00	110.00
99	Smartpoints 510M 1 port WU or TC	5000-9999	105.00	105.00	105.00
100	Smartpoints 510M 1 port WU or TC	10000-24999	100.00	100.00	100.00
	101 Smartpoints 510M 1 port WU or TC	25000+ Units	95.00	95.00	95.00

Smartpoints must be ordered per quantity to receive the Purchase Breakdown  
 Grand Rapids has the approval (from the manufacturer and local distributor) to bring on neighboring communi

**Bid Reference #890-45-28**

**Meter and Smart Meter Infrastructure Items and equipment**

**LIGHTING CONTROL MODULES AND SOFTWARE FOR USE ON ADVANCED METERING INFRASTRUCTURE SYSTEM**

Section 17		QTY	YEAR 1 \$/yr.	YEAR 2 \$/yr.	YEAR 3 \$/yr.
Lighting Control Software to fit with Sensus FlexNet System and Sensus Lighting Modules					
<i>Sensus VantagePoint Analytics</i>					
102	VantagePoint Saas Annual Fee	1	85861.00	85861.00	85861.00
103	VantagePoint Saas Setup Fee	1	7900.00	0	0

Section 18		QTY	YEAR 1 \$/ea./qty	YEAR 2 \$/ea./qty	YEAR 3 \$/ea./qty
Lighting Modules compatible with Sensus FlexNet System Purchase Breakdown					
104	Sensus Lighting Modules	1-499	114.00	114.00	114.00
105	Sensus Lighting Modules	500-999	114.00	114.00	114.00
106	Sensus Lighting Modules	1000-2499	108.00	108.00	108.00
107	Sensus Lighting Modules	2500-4900	98.00	98.00	98.00
108	Sensus Lighting Modules	5000-9999	96.00	96.00	96.00
109	Sensus Lighting Modules	10000-24999	90.00	90.00	90.00
110	Sensus Lighting Modules	25000+ Units	90.00	90.00	90.00

*Lighting Modules must be ordered per quantity to receive the Purchase Breakdown*

**VantagePoint modules must be ordered in box quantities of 18**

Bid Reference #890-45-28

Meter and Smart Meter Infrastructure Items and Equipment

ELECTRIC METERS WITH INTEGRATED SMARTPOINTS FOR USE ON ADVANCED METERING INFRASTRUCTURE SYSTEM  
 UNIT PRICING FOR EACH ITEM EFFECTIVE THROUGH DECEMBER 31, 2020

Section 19

Electric Meters compatible with Integrated Sensus FlexNet SmartPoint module compatible with Sensus FlexNet System

Item #	Description	Service	Class	Form	Voltage Rating (VAC)	ZigBee Option	Remote Disconnect Option	Starting Current	NEW METER PRICE EACH
111	iConA (Gen 4) Electric Meter	2 Wire	200 1S		120, 240	Yes	Yes		\$ 150.00
112	iConA (Gen 4) Electric Meter	3 Wire	200 2S		240	Yes	Yes		\$ 108.00
113	iConA (Gen 4) Electric Meter	2 Wire	20 3S		120, 240	Yes	No		\$ 183.00
114	iConA (Gen 4) Electric Meter	3 Wire	20 4S		120, 240	Yes	No		\$ 183.00
115	iConA (Gen 4) Electric Meter	3 Wire	200 12S		120/208	Yes	Yes		\$ 140.00
116	iConA (Gen 4) Electric Meter	3 Wire	200 25S		120/208	Yes	Yes		\$ 140.00
117	Honeywell A3 ALPHA Meter	2 Wire	200 1S					100 mA	\$ 400.00
118	Honeywell A3 ALPHA Meter	3 Wire	200 2S					50 mA	\$ 400.00
119	Honeywell A3 ALPHA Meter	3 Wire	320 2S					80 mA	\$ 400.00
120	Honeywell A3 ALPHA Meter	2 or 3 Wire	20 3S					10 mA	\$ 400.00
121	Honeywell A3 ALPHA Meter	3 Wire	20 4S					5 mA	\$ 400.00
122	Honeywell A3 ALPHA Meter	4 Wire Wye; 4 Wire Delta	20 9S					5 mA	\$ 400.00
123	Honeywell A3 ALPHA Meter	3 Wire Delta; Network	200 12S					50 mA	\$ 400.00
124	Honeywell A3 ALPHA Meter	3 Wire Delta; Network	320 12S					80 mA	\$ 400.00
125	Honeywell A3 ALPHA Meter	4 Wire Wye; 4 Wire Delta	200 16S					50 mA	\$ 400.00
126	Honeywell A3 ALPHA Meter	4 Wire Wye; 4 Wire Delta	320 16S					80 mA	\$ 400.00
127	Honeywell A3 ALPHA Meter	3 or 4 Wire Delta; 4 Wire Wye; Network	20 35S					5 mA	\$ 400.00
128	Honeywell A3 ALPHA Meter	4 Wire Wye	20 36S					5 mA	\$ 400.00
129	Honeywell A3 ALPHA Meter	3 or 4 Wire Delta; 4 Wire Wye; Network	20 45S					5 mA	\$ 400.00

## SUPPLEMENT TO ETNA SUPPLY COMPANY'S PROPOSAL

This Supplement is an integral part of Etna Supply Company's proposal to Owner, and it shall become part of the Contract Documents if Owner accepts Etna Supply Company's proposal.

### WARRANTY:

#### PRODUCT WARRANTY

CONTRACTOR DOES NOT WARRANT ANY GOODS SOLD UNDER THE CONTRACT DOCUMENTS IN ANY RESPECT, SUCH SALE BEING ON AN "AS IS" BASIS. CONTRACTOR DOES, HOWEVER, HEREBY ASSIGN TO OWNER ANY AND ALL MANUFACTURER'S WARRANTIES RELATING TO SUCH GOODS TO THE EXTENT SUCH WARRANTIES ARE ASSIGNABLE, INCLUDING:

Sensus Limited Warranty – G-500

Sensus AMI AMI System Performance Warranty – CF-C-WAR-00-01-0814-01-A

Without accepting any liability for, or extending any warranty relating to, the goods sold under the Contract Documents, Contractor agrees to act as a servicing agent for Owner's warranty claims against the manufacturer of such goods, so long as a valid warranty remains with respect to such goods. In that regard, Contractor will communicate such claims by Owner to the manufacturer and use reasonable efforts to work with the manufacturer to satisfy the claim. The Owner may at all times contact the manufacturer directly and Contractor is not responsible for any delay, expense, costs or damages of Owner relating in any way to such warranty claims.

#### LABOR WARRANTY

NOTWITHSTANDING ANY OTHER WARRANTY OR GUARANTY LANGUAGE IN ANY OF THE CONTRACT DOCUMENTS TO THE CONTRARY, THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY CONTRACTOR RELATING TO THE WORK OR THE PROJECT IS A ONE-YEAR WARRANTY ON LABOR FROM THE DATE OF INSTALLATION. CONTRACTOR DISCLAIMS ANY OTHER WARRANTY WITH RESPECT TO THE GOODS AND/OR SERVICES SOLD HEREUNDER, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION DESCRIPTION, QUALITY, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. CONTRACTOR DISCLAIMS ALL INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES.

# Sensus Limited Warranty

G-500 R21

## I. General Product Coverage

Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: [sensus.com/TC](http://sensus.com/TC) ("Terms of Sale").

## II. SR II<sup>®</sup> and accuSTREAM™ 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

## III. SR<sup>®</sup> 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

## IV. SR 1-1/2" & 2"...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" SR	5,000,000 gallons
2" SR	8,000,000 gallons

## V. PMM<sup>®</sup> 5/8", 3/4", 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" PMM	1,500,000 gallons
3/4" PMM	2,000,000 gallons
1" PMM	3,000,000 gallons

## VI. PMM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" PMM	5,000,000 gallons
2" PMM	8,000,000 gallons

## VII. iPERL™ Water Management Systems...

that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Water Management System Data Sheet available at [sensus.com/iPERL/datasheet](http://sensus.com/iPERL/datasheet) or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System warranty does not include the external housing.

## VIII. Maincase...

of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

## IX. Sensus "W" Series Turbo Meters, OMNI™ Meters and Propeller Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

## X. Sensus accuMAG™ Meters...

are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

## XI. Sensus Registers...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR, SR II, PMM, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, accuSTREAM Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for "W" Turbo and Propeller Meters	1 year
OMNI Register with Battery	10 years

## XII. Sensus Electric Meters...

are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90) days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

## XIII. Batteries, iPERL System Components, AMR and FlexNet™ System AMI Interface Devices...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
RadioRead <sup>®</sup> MXU (Model 505C, 510R or 520R) and Batteries	20 years*
Act-Pak <sup>®</sup> instrumentation	1 year
TouchRead <sup>®</sup> Coupler and AMR Equipment	1 year
FlexNet Water or Gas SmartPoint™ Modules and Batteries	20 years*
5500 series (or older) Hand Held Device	1 year
6500 series Hand Held Device	2 years
Vehicle Gateway Base Station	1 year
FlexNet Base Station (including the Metro and M400 base stations)	1 year
Echo Transceiver	1 year
Remote Transceiver	1 year
iConA and FlexNet Electricity SmartPoint Module	1 year
iPERL System Battery and iPERL System Components	20 years*
Residential Electronic Register	20 years*
Smart Gateway	1 year

\* Sensus will repair or replace non-performing:

- RadioRead<sup>®</sup> MXU (Model 505C, 510R and 520R) and Batteries,
- FlexNet Water or Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to two firmware downloads during the life of the product) and batteries,
- Residential Electronic Register with hourly reads, and
- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads

at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 - 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

## XIV. Return...

Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a)

returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (i) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. Sensus SmartPoints modules and MXU's returned must be affixed with a completed return evaluation label. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION XIV SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

#### XV. Warranty Exceptions and No Implied Warranties...

This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

#### XVI. Limitation of Liability...

SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND

REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

# Sensus AMI System Performance Warranty

CP-C-WAR-00-01-0814-01-A

## 1. Terms of Sale

Sensus USA Inc. ("Sensus") warrants the performance of the AMI System to the Customer as set forth below. This warranty and all products and services sold or otherwise provided by Sensus directly to the Customer are pursuant to the Sensus Terms of Sale, available at: <http://na.sensus.com/TC/TermsConditions.pdf> ("Terms of Sale").

## 2. Performance Warranty. The "Performance Warranty" is as follows:

A. **Warranty.** Sensus warrants to Customer that the AMI System deployed for a particular Utility Customer meets the performance test standards set forth below in section 3 ("Performance Test Standards") from the Effective Date until the Warranty End Date. If the Utility Customer's AMI System does not meet such Performance Test Standards, then as Sensus' sole obligation and Customer's sole remedy, Sensus shall take steps that Sensus deems necessary, in Sensus' sole discretion, to cause the AMI System to satisfy the Performance Test Standards. Such steps may include Sensus' delivery to the Utility Customer (without charge to the Utility Customer) the hardware for additional RF Field Equipment, provided that all RF Field Equipment shall be located and installed as directed by Sensus. Utility Customer shall have title to all equipment provided pursuant to this subsection (A). Notwithstanding anything to the contrary, Customer shall pay for any Recurrent RF Field Equipment Fees and any Ongoing Fees for all equipment provided pursuant to this subsection (A).

B. **Limitations.** The Performance Warranty shall only apply; (i) to the Meter Data; (ii) from the Effective Date until the Warranty End Date; (iii) if Sensus has completed a propagation study for the applicable Utility Customer based on the Performance Test Standards, such propagation study has been approved in writing (including without limitation, by email) by Sensus, and such propagation study has been agreed to in writing (including without limitation, by email) by the Utility Customer ("Certified Propagation Study") (for clarity, the Certified Propagation Study consists of all documents of the propagation study, including without limitation, the server map and the document describing the Required RF Field Equipment locations and antennae details); (iv) if the Utility Customer has entered into a Spectrum Lease Agreement with Sensus; (v) if all the Required RF Field Equipment identified in the Certified Propagation Study is installed; (vi) if the Required RF Field Equipment is installed as described in the Certified Propagation Study, including without limitation, in the locations and at the heights identified in the Certified Propagation Study; and (vii) the Required RF Field Equipment is operating and has been maintained to Sensus' specifications (collectively, the "Requirements"). If any Requirement is not satisfied, then: the Performance Warranty is void; Sensus has no obligation to remedy the AMI System performance; Sensus has no obligation to provide RF Field Equipment hardware at no cost; and Customer is responsible for purchasing such RF Field Equipment, even if it is necessary to meet the specifications set forth in the Performance Test Standards. Furthermore, if new and/or different RF Field Equipment locations are required as a result of not meeting any Requirements, Customer agrees to: pay Sensus for the completion of any additional propagation studies; pay Sensus for the additional RF Field Equipment hardware; perform the necessary site preparation; and pay for any Recurrent RF Field Equipment Fees and any Ongoing Fees for all equipment purchased pursuant to this subsection (B). Any equipment required pursuant to this subsection (B) is added to the definition of "Required RF Field Equipment."

## 3. Performance Test Standards

### A. Generally.

- i. The parties shall mutually agree on specific reading routes (each a "Route"). Each Route will be separately tested with the intent to provide incremental acceptance of distinctly defined geographical areas and populations of meters. Each Route shall contain a statistical sample of Test Units ("Route Units"). Route Units only include the Test Units installed in the applicable Route. For Utility Customers with any combination of water, gas, and electricity Endpoints, the water Endpoints, gas Endpoints, and electricity Endpoints will each be tested separately according to the procedure below. For clarity, a single Route will not have a combination of water, gas, and electricity meters, but it will consist of only water, gas, or electricity Test Units.
- ii. Before beginning the Performance Test Standards, all Route Units must be installed. Customer shall send written notice to Sensus once the Test Equipment and all Route Units are installed ("Route Deployment"). Such notice shall indicate the date on which the Route Deployment was completed ("Route Deployment Date").
- iii. Within thirty (30) days after the Route Deployment Date, the parties shall begin the Performance Test Standards on the Route. Customer, Utility Customer, and Sensus shall work in good faith to complete the Performance Test Standards no later than thirty (30) days after commencement of testing.

## B. Route Read Success Test.

- i. The Route Read Success Test will measure the percentage of Route Units that deliver valid billable meter reads during the Billing Window. The Route Read Success Test only measures reads sent from the Route Units; it does not include on demand reads. The commencement date of the Billing Window shall be agreed by Customer and Sensus.

$$\text{Route Read Success} = 100 \times \frac{\text{(# of Route Units that deliver a valid billable meter read during the Billing Window)}}{\text{(total # of Route Units in the applicable Route)}}$$

- ii. If Route Read Success is equal or greater than the Success Percentage during one Billing Window, the Performance Test Standards for that Route has passed. Customer shall promptly issue written notice to Sensus that either (a) Sensus has not successfully completed the Performance Test Standards for the applicable Route; or (b) Sensus has successfully completed the Performance Test Standards for the applicable Route and such notice shall specify the applicable Route and shall state the date on which the Route Read Success Test was successfully completed. If Customer does not issue such notice within five days of completion of the test, then the test is automatically deemed successfully passed. Sensus has no obligation to continue optimizing the system and meeting performance specifications upon successful completion of the Performance Test Standards for each Route. This process shall continue until all Routes have successfully completed the Performance Test Standards. If Sensus does not successfully complete the Performance Test Standards for the applicable Route, then upon receipt of notice, Sensus shall fulfill its obligations in Section 2 above, and the applicable Route shall be retested within a reasonable time.
- iii. Upon completion of the Performance Test Standards for all Routes, Customer shall promptly issue written notice to Sensus that either (a) Sensus has not successfully completed the Performance Test Standards for the AMI System; or (b) Sensus has successfully completed the Performance Test Standards for the AMI System and such notice shall state the date on which the Performance Test Standards was successfully completed. If Customer does not issue such notice within five days of completion of the tests, then the Performance Test Standards for the AMI System is automatically deemed successfully passed. If Sensus does not successfully complete the Performance Test Standards, then upon receipt of notice, Sensus shall fulfill its obligations in Section 2 above, and the AMI System shall be retested within a reasonable time.

4. **THE WARRANTY SET FORTH IN SECTION 2 OF THIS PERFORMANCE WARRANTY IS THE ONLY WARRANTY RELATED TO THE PERFORMANCE OF THE AMI SYSTEM. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THESE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. **SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE PERFORMANCE OF THE AMI SYSTEM.**

6. **Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS WARRANTY AND ALL OTHER AGREEMENTS BETWEEN SENSUS AND CUSTOMER, THEIR NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED (I) IF CUSTOMER IS ALSO THE UTILITY CUSTOMER, THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS; OR (II) IF CUSTOMER IS NOT THE UTILITY CUSTOMER, THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS SOLELY IN RELATION TO THE UTILITY CUSTOMER. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER, UTILITY CUSTOMER OR EITHER OF THEIR AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES. The limitations on liability set forth herein are fundamental inducements to Sensus. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law. To the maximum extent permitted by law, no Cause of Action may be instituted against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

# Sensus AMI System Performance Warranty

## 7. Definitions.

Any terms used in this Performance Warranty as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Terms of Sale, as defined above.

- A. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System deployed by the Customer, comprised of the SmartPoint Modules, RF Field Equipment, regional network interface (RNI), software, FCC licenses, and other Sensus equipment provided to Customer and/or to the Utility Customer. The AMI System only includes the foregoing, as provided by Sensus to the Utility Customer, either directly or through a Sensus authorized distributor. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party(ies).
- B. **"Available Meter"** means an installed Sensus FlexNet meter (with a SmartPoint Module installed) or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, is powered, and is not a damaged or failed meter; (ii) if applicable, it is in a deployment area of meters such that a sufficient number of two-way meters are in range of each other; (iii) it is serviced by RF Field Equipment that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the RF Field Equipment that serves that meter has been affected by a Force Majeure event; (v) jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Utility Customer under Sensus' or Utility Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer and/or Utility Customer to perform its obligations or tasks for which it is responsible, including without limitation, testing and confirming that the socket to which the meter will be/s connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not "hot", damaged, or otherwise in need of maintenance or repair; (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network for communications among the components of the Sensus AMI System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.
- C. **"Billing Window"** for a meter means the four day period commencing one day prior to the relevant billing day for such meter and ending two days after such billing day. The Billing Window for testing purposes shall be agreed by Customer and Sensus.
- D. **"Customer"** means the entity that purchases goods and/or services directly from Sensus.
- E. **"Effective Date"** means the date the Utility Customer signs the Spectrum Lease Agreement between Utility Customer and Sensus.
- F. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Utility Customer for the consumption of electricity, water, and/or gas, as applicable.
- G. **"Endpoints"** mean both (a) Sensus FlexNet meters (with a SmartPoint Module installed); and (b) Sensus SmartPoint Modules which have been installed on a third party meter.
- H. **"Force Majeure"** means an event beyond a party's reasonable control, including without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- I. **"In/Out Costs"** means any costs and expenses incurred in transporting goods between to and from End User's premises and any costs and expenses incurred in installing, uninstalling and removing goods.
- J. **"Meter Data"** means the specific metering information, including without limitation, locations and antenna heights, provided to Sensus by Utility Customer in writing prior to the earlier of the; (i) Effective Date; and (ii) the date set forth on the propagation study (collectively, the "Data Date"). The parties recognize and agree that the RF Field Equipment site design and build is based on the specific Meter Data provided to Sensus. For clarity, the Meter Data only contains the information specifically provided to Sensus by the Utility Customer in writing prior to the Data Date. By way of example only (and not as an exhaustive list), the "Meter Data" includes the latitudes and longitudes of each meter, the location of each module either inside or outside (outside is assumed), and, for meters in pits, whether the radio is installed through or under the lid (the assumption is through the lids). New or different metering locations and/or antenna heights provided after the Data Date are not included as part of the Meter Data.
- K. **"Ongoing fees"** means any reoccurring monthly or annual fees, including without limitation, fees for software and spectrum leases.
- L. **"Recurrent RF Field Equipment Fees"** means any and all costs, fees, and expenses required to; (i) warrant the RF Field Equipment; and (ii) install and keep the RF Field Equipment located in the field, including without limitation, site procurement and preparation fees, fees related to building poles or towers, tower lease fees, costs of electricity supply, and any local, state, or federal government taxes or charges.
- M. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- N. **"Required RF Field Equipment"** means the number, location, and height of the RF Field Equipment set forth in the Certified Propagation Study.
- O. **"RF Field Equipment"** means the FlexNet Base Stations, Echo Transceivers, and Remote Transceivers.
- P. **"Service Territory"** identifies the geographic area where Utility Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in Utility Customer and Sensus' spectrum lease filing with the FCC.
- Q. **"Spectrum Lease Agreement"** means a written, signed agreement between Sensus and Utility Customer whereby the Utility Customer leases certain spectrum from Sensus. The Spectrum Lease Agreement may be included as part of a larger agreement, such as an AMI Agreement or a Software License and Spectrum Lease Agreement.
- R. **"Success Percentage"** means, of the covered meters in the propagation study, 98.5%.
- S. **"Test Equipment"** means the number of RF Field Equipment and production RNIs set forth in the Certified Propagation Study. The Test Equipment specifically does not include test RNIs or backup RNIs; it only includes production RNIs.
- T. **"Test Units"** means Endpoints that are both; (i) Available Meters throughout the entire test period; and (ii) are covered meters, as depicted on the Certified Propagation Study.
- U. **"Unavailable Meters"** include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Cut At Pole: a meter for which power has been turned off to the socket by Utility Customer; (ii) Booted on Line Side: nominally a meter for which power has been turned off by placing "boots" in the socket from which the power to the meter has effectively been turned off; (iii) Failed or flawed power delivery to the meter socket: Utility Customer power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter; (iv) Tampered Meters: sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter; (v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit cannot complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. The unit is still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
- V. **"Utility Customer"** means the utility customer that uses the Sensus goods and services in its AMI System regardless of whether such goods and services are purchased directly from Sensus or from a Sensus authorized distributor. For clarity, the Utility Customer is also the Customer if the Utility Customer purchases directly from Sensus.
- W. **"Warranty End Date"** means the earlier of; (i) the third anniversary of the Effective Date; (ii) successful completion of the applicable Performance Test Standards; or (iii) the termination or expiration of the Spectrum Lease Agreement between Utility Customer and Sensus.



ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
 616 241 5414  
 Fax 616 241 4786



# Quotation

QUOTE DATE	QUOTE NUMBER
06/18/2019	S103111969
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277 P-616 248 9182 F-616 245 9940	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF WYOMING WATER METERS  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

AMI PROJECT - WATER METERS  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
115720	QUOTE		Alby Villarreal	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Al Weber			06/17/2019	
ITEM #	ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	1ea	SENSUS RNI SAAS SETUP FEE	7075.00	7075.00
	1ea	SENSUS ANALYTICS SETUP FEE	11110.00	11110.00
	1ea	SENSUS CUSTOMER PORTAL SETUP FEE	5550.00	5550.00
	1ea	^SENSUS ANALYTICS & CUSTOMER PORTAL	9110.00	9110.00
	1ea	SENSUS TRAINING (RNI CORE	4650.00	4650.00
	1ea	SENSUS ANALYTICS EDUCATION FEE	2105.00	2105.00
	1ea	SENSUS CUSTOMER PORTAL EDUCATION	2000.00	2000.00

Subtotal	41600.00
S&H Charges	0.00
Amount Due	41600.00

# ETNA

## Wyoming, MI SaaS Fees

	6/6/2019						
	Acct Qty.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Sensus Annual RNI Hosting Fee	0-4999	\$ 1.65	\$ 1.70	\$ 1.75	\$ 1.80	\$ 1.85	\$ 1.90
Sensus Annual RNI Hosting Fee	5000-9999	\$ 1.53	\$ 1.58	\$ 1.63	\$ 1.68	\$ 1.72	\$ 1.76
Sensus Annual RNI Hosting Fee	10000-14999	\$ 1.53	\$ 1.58	\$ 1.63	\$ 1.68	\$ 1.72	\$ 1.76
Sensus Annual RNI Hosting Fee	15000-19999	\$ 1.53	\$ 1.58	\$ 1.63	\$ 1.68	\$ 1.72	\$ 1.76
Sensus Annual RNI Hosting Fee	20000-24999	\$ 1.28	\$ 1.32	\$ 1.36	\$ 1.40	\$ 1.44	\$ 1.48
Sensus Annual RNI Hosting Fee	25000+	\$ 1.28	\$ 1.32	\$ 1.36	\$ 1.40	\$ 1.44	\$ 1.48
	Acct Qty.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Sensus Annual Analytics Enhanced Hosting Fee	0-4999	\$ 1.72	\$ 1.77	\$ 1.83	\$ 1.88	\$ 1.94	\$ 1.98
Sensus Annual Analytics Enhanced Hosting Fee	5000-9999	\$ 1.42	\$ 1.45	\$ 1.50	\$ 1.55	\$ 1.60	\$ 1.65
Sensus Annual Analytics Enhanced Hosting Fee	10000-14999	\$ 1.26	\$ 1.30	\$ 1.34	\$ 1.38	\$ 1.42	\$ 1.46
Sensus Annual Analytics Enhanced Hosting Fee	15000-19999	\$ 1.17	\$ 1.20	\$ 1.24	\$ 1.28	\$ 1.32	\$ 1.36
Sensus Annual Analytics Enhanced Hosting Fee	20000-24999	\$ 1.11	\$ 1.14	\$ 1.17	\$ 1.21	\$ 1.24	\$ 1.27
Sensus Annual Analytics Enhanced Hosting Fee	25000+	\$ 1.09	\$ 1.12	\$ 1.16	\$ 1.20	\$ 1.23	\$ 1.27

	Acct Qty.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Sensus Annual Customer Portal Hosting Fee	0-4999	\$ 2.93	\$ 3.02	\$ 3.11	\$ 3.20	\$ 3.30	\$ 3.40
Sensus Annual Customer Portal Hosting Fee	5000-9999	\$ 2.67	\$ 2.74	\$ 2.83	\$ 2.91	\$ 3.00	\$ 3.09
Sensus Annual Customer Portal Hosting Fee	10000-14999	\$ 2.66	\$ 2.74	\$ 2.82	\$ 2.90	\$ 2.99	\$ 3.08
Sensus Annual Customer Portal Hosting Fee	15000-19999	\$ 2.59	\$ 2.67	\$ 2.75	\$ 2.83	\$ 2.92	\$ 3.01
Sensus Annual Customer Portal Hosting Fee	20000-24999	\$ 2.55	\$ 2.63	\$ 2.71	\$ 2.79	\$ 2.87	\$ 2.96
Sensus Annual Customer Portal Hosting Fee	25000+	\$ 2.50	\$ 2.58	\$ 2.65	\$ 2.73	\$ 2.82	\$ 2.90

**EXHIBIT B**  
**STANDARD TERMS AND CONDITIONS**

1. **Applicability.** By signing the Contract, Contractor acknowledges, attests and promises that (i) it complies with and will comply with these Standard Terms and Conditions, and (ii) Contractor's subcontractors, suppliers, and, where applicable, their respective directors, members, officers, employees and principals, comply with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Contractor and items supplied under this Contract will comply with applicable (i) laws, codes, ordinances, rules, and regulations, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials and courts of competent jurisdiction, including, without limitation, applicable OSHA, MIOSHA, USEPA, and MDEGLE rules and regulations.
3. **Permits and Inspections.** Contractor will, without expense to the City, (i) obtain all permits and other approvals required to lawfully perform or supply items under the Contract, (ii) furnish copies of the permits and approvals to the City upon request, and (iii) ensure required inspections are performed.
4. **Qualifications.** Contractor represents and promises that:
  - A. Contractor has and will maintain, and any personnel engaged by Contractor to provide services under the Contract have and will maintain, any licenses, registrations, certifications, memberships, or other approvals needed to perform such services in Michigan.
  - B. Neither Contractor nor its principals, owners, officers, key employees, or members (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the Contract been convicted of or had a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; or (iv) have within 3-years preceding the Contract had one or more public transactions terminated for cause or default.
  - C. Contractor is not listed on the US-HUD listing of debarred and suspended participants.
  - D. Contractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Contractor is on the EPLS when signing this Contract or during the Contract term, in addition to other remedies, the City may recover all moneys paid to Contractor, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this provision.
  - E. Contractor is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
  - F. Contractor will notify the City within 10 days of receiving notice of any lawsuit, investigation, arbitration, or other proceeding involving the Contractor filed or initiated during the Contract term, including but not limited to complaints, disciplinary actions, lawsuits, criminal charges, fraud allegations, bankruptcies, license proceedings, or a complaint under the Sarbanes-Oxley Act. If Contractor fails to notify the City, the City may unilaterally immediately terminate the Contract.
5. **Diversity and Inclusion.** Contractor will not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
6. **Ethical Standards.**
  - A. Contractor did not communicate with, engage in an understanding with, or in any manner collude with another individual or entity concerning the Proposal before submitting it.
  - B. Contractor and its members, officers and employees, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the Contract.
  - C. No owner, officer, member, or key employee of Contractor or of any parent, affiliate, or subsidiary organization of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City. Contractor will immediately notify the City of any change in this circumstance.
7. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates shall not be made without the City's prior written approval and only in accordance with any written terms provided in that approval.
8. **W-9.** Contractor and all its subcontractors shall, before beginning work complete and return by email to the City Finance Department at [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form (available at [www.irs.gov](http://www.irs.gov)).
9. **Intellectual Property.** Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided under or used to perform the Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the Contract and will pay all costs, damages, and profits recoverable in any such action.
10. **Quality.** Goods supplied under the Contract will be new, the best of their respective kind and free from defects.
11. **Taxes.** The City is generally exempt from federal and state taxes. A copy of its tax certificate of exemption can be requested from the City Finance Department.

12. Manufacturer Information and Warranties. Contractor will provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer for goods provided under the Contract and will ensure warranties for such items are held by or assigned to the City. Warranties are as in the Proposal attached as Exhibit A.

13. Risk Allocation.

A. Contractor is solely responsible for (i) means and methods of work and services provided under the Contract, (ii) the conduct of its officers, employees, suppliers and subcontractors, and (iii) for injuries or property damage occurring resulting from its work under and performance of the Contract.

B. Contractor will hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel acceptable to the City) against all claims made by persons other than the City resulting from Contractor's work under or performance of the Contract. Contractor shall reimburse the City for or pay in the City's stead any costs the City may incur due to claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or City employees resulting from Contractor's work under or performance of the Contract.

C. The City will exercise ordinary care in protecting any personal property of Contractor on City real property but will not be liable for any damage to Contractor's property due to weather, floods, fire, elements, normal usage, disasters, acts of God, crimes, or any other causes.

14. Insurance. Contractor will have and maintain the following insurance during the Contract term.

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy is used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Contractor will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

15. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the Contract, including, without limitation, the items supplied or used in performance of the Contract, and all work under the Contract for at least 6 years after completion of the Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

16. Assignment/Beneficiaries. No right or duty of Contractor under the Contract may be assigned or delegated without the City's prior written consent. No other individuals or entities are intended to be beneficiaries of the Contract.

17. Independent Contractor. Contractor is wholly independent of the City and none of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the Contract. The City has no responsibility or ability to supervise, compensate or insure Contractor or Contractor's personnel.

18. Disputes. The parties will endeavor to resolve any Contract dispute in accordance of this provision.

A. Any dispute will be initially referred to each party's respective principal contact in a written communication that, includes a detailed description of the issues along with all supporting documentation. If the principal contacts fail to resolve the dispute, they will refer it to the City Manager of the City and a Manager of the Contractor. If those party representatives are unable to resolve the dispute, the parties may pursue other remedies. The parties will continue performing while any dispute is being resolved.

B. Waiver of or a failure to enforce a breach of any provision of this Contract is not a waiver of any other breach of that or any other provision.

C. To the extent permitted by law, jurisdiction and venue for an action under this Contract will be only in state courts in Kent County, Michigan and the prevailing party will, in addition to any other remedy, be entitled to recover costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend that action from first its accrual or first notice of it, through all appellate and collection proceedings.

D. This Contract was made in Kent County, Michigan. It will be governed by and interpreted under Michigan law.

EXHIBIT C  
SENSUS USA INC. SOFTWARE AS A SERVICE AGREEMENT

Software as a Service Agreement

between

City of Wyoming  
 ("Customer")

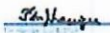
and  
 Sensus USA Inc.  
 ("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

Customer: City of Wyoming

By:   
 Name: Tim Harriger  
 Title: VP Sales, NA Water  
 Date: Jul 8, 2019

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Contents of this Agreement:

- Agreement
- Exhibit A Software
- Exhibit B Technical Support

## Agreement

1. **General**
  - A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
  - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
  - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
  - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 1/13/2017 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
4. **Equipment.**
  - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT
  - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
5. **Services.**
  - A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
  - B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
  - C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
  - D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
  - E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
6. **General Terms and Conditions.**
  - A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
  - B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
  - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
  - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
  - E. **Intellectual Property Rights.**

- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "**Sensus IP**"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
        - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "**Customer Data**" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
        - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "**Service**" means Sensus' obligations under this Agreement.
        - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
  - F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "**Xylem**") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
  - G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "**Confidential Information**" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
  - H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
    - i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
    - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
  - I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
  - J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
  - K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
  - L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("**Disputes**") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
  - M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
  - N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
  - O. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
  - P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly

- or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules.
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A  
Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package
- Consumer Portal

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Use of Software as a Service. Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. Termination of an Application. Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
  - (a) Network addresses and virtual private networks (VPN)
  - (b) Standard time source (NTP or GPS)
  - (c) Security access points
  - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
  - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
  - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
  - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
  - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
  - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
  - (a) Implement the data retention plan and policy, and will provide the policy upon request.
  - (b) Monitor space and capacity requirements.
  - (c) Respond to database alarms and notifications.
  - (d) Install database software upgrades and patches.
  - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
  - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
  - (b) Respond to incidents and problems that may occur to the Application(s).
  - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.

- (d) Correlate incidents and problems where applicable.
  - (e) Sensus personnel will use the self-service portal to document and track incidents.
  - (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
  - (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
  - (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
  - viii. Security Management. Sensus will:
    - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
    - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
    - (c) Conduct period penetration testing of the network and data center facilities.
    - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
    - (e) Perform anti-virus and Malware patch management on all systems.
    - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
    - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
    - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
    - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
    - (j) Provide secure web portal access (SSL) to the Application(s).
  - ix. Backup and Disaster Recovery Management. Sensus will:
    - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
    - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
    - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
    - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
    - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
    - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
    - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
    - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
    - (i) The Application shall have a RTO of forty-eight (48) hours.
    - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
    - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.
  - E. Customer Responsibilities:
    - i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
    - ii. Participate in all required configuration and change management procedures.
    - iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
    - iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
    - v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
    - vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
    - vii. Responsible for local area network configuration, management, and support.
    - viii. Identify and research problems with meter reads and meter read performance.
    - ix. Create and manage user accounts.
    - x. Customize application configurations.
    - xi. Support application users.
    - xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
    - xiii. Respond to alarms and notifications.
    - xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
  - F. **Software as a Service** does not include any of the following services:
    - i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
    - ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.
- If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

## 2. Further Agreements

### A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

- ii. Calculations
- Targeted Minutes of Operation** or TMO means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
  - Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
  - Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. Exceptions. Exceptions mean the following events:
- Force Majeure
  - Emergency Work, as defined below; and
  - Lack of Internet Availability, as described below.
- Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
  - Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
- The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
  - Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
  - Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
  - Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
  - Dry pipe pre-action fire detection and suppression systems are provided.
  - Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
- Customer shall promptly pay all Software as a Service fees.
  - Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user, or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

**D. Software Solution Components.**

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
  - a. **Core Package**
    - (i) **Communication**
      1. Manages all inbound and outbound traffic to and from endpoints
      2. Outbound routing optimization
      3. Route analyzer
      4. AES256 bit encryption of radio messages
      5. Reports and metric details of network performance and troubleshooting aids
      6. Management of RF equipment (base stations and endpoint radios)
    - (ii) **Data Collection**
      1. Missing read management
      2. Management of duplicate reads
      3. 60 day temporary storage
    - (iii) **Application integration**
      1. To Sensus Analytics applications
      2. Enable 3<sup>rd</sup> party application integration
      3. Batch CMEP file export
      4. Real-time access through MultiSpeak
    - (iv) **Endpoint Management**
      1. Gas, water, electric, lighting concurrent support
      2. Remote configuration
      3. Remote firmware updates
      4. Reports, metrics and Troubleshooting
    - (v) **User Management**
      1. Secure access
      2. Password management
      3. Definable user roles
      4. User permissions to manage access to capabilities
  - b. **Integration of RNI.** Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
    - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., MultiSpeak, CMEP, etc.).
      1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
      2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
    - (ii) **Customer Responsibilities:**
      1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
      2. Establish the network and security required for the two systems to reasonably communicate.
      3. Verify integration to third party system functionality is working as intended.
    - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

**3. Sensus Analytics**

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

- A. Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:
- i. **Device Access**
    - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
    - b. Allows a view of the meter interval or register reads.
    - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
    - d. Allows the current and historical data to be viewed.
    - e. Allows the current usage to be compared to historical distribution averages.
    - f. Allows the user to see the meter location on a map view.
    - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
    - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
  - ii. **Meter Insight (provides the following)**
    - a. # of active meters.
    - b. # of orphaned meters with drill down to the list of meters.
    - c. # of inactive meters with usage drill down to the list of meters.
    - d. # of stale meters with drill down to the list of meters.
    - e. # of almost stale meters with drill down to the list of meters.
    - f. # of meters where no read is available with drill down to the list of meters.
    - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
    - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
    - i. # of unknown radios with drill down to the list of meters.
  - iii. **Report Access**
    - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
    - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
    - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
    - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
    - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
    - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
    - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
    - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
    - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
    - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
    - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
    - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
    - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
    - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
  - iv. **Billing Access**
    - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
    - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
    - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
    - d. Will store created billing files for a period of three years unless otherwise denoted.
    - e. The system will allow creation of test files before export to the billing system.
  - v. **Billing Adaptor**
    - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
  - vi. **Data Store**
    - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
    - b. Stored data is available online for reports and analysis.
    - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
- i. **Alarm Insight**
    - a. Allows the user to summarize and filter alarms by a date range.
    - b. Allows the user to review all alarm types on a single screen.
    - c. The user can filter out the alarms not wanted on the screen.
    - d. Alarm totals can be visualized.
    - e. Adds a view of trending alarms over time.
    - f. Click to drill down on an alarm to gain more information on specific events.
    - g. Click to analyze a specific event on a particular device.
  - ii. **Alert Manager**
    - a. Allows creation of alert groups who will be notified when an alarm occurs.

- b. Users can manage alert groups by adding and removing group members.
  - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
  - d. Allows creation of an alert from the available system events from smart points and assign to a group.
  - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- C. **Sensus Analytics Customer Portal.** The Customer Portal (CP) is a cloud-based platform that aggregates data from several sources. The CP Package may consist of the following modules or widgets, provided Customer purchases access to the modules:
- i. **Web Portal Standard Features**
    - a. Self-serve sign up and account/password management
    - b. Dynamic sizing to work on most standard browsers
    - c. Customizable logo and backdrop images
    - d. Capable of supporting multiple languages (Spanish and English standard)
    - e. Provides links to bill payment and support web locations. (Single Sign On access is not standard)
    - f. Supports multiple accounts and multiple meters
    - g. Supports multiple Units of Measure (UoM)
    - h. Exportable data
    - i. Alerts and Notifications that can be delivered to the customers' points of contact
    - j. Support for multiple alert recipients
    - k. Admin Management of Widgets Displayed
  - ii. **Web Portal Additional Features**
    - a. Single Sign: Integration to other web services in a manner that does not require the user to login multiple times
    - b. Water usage down to 15 minute intervals.
    - c. Presentation of Tier Limits and Tier Alerts
  - iii. **Dashboard Page Widgets**
    - a. Current Billing Cycle View Widget: Allows the customer to view how much water they have used since the billing cycle has started.
    - b. Alerts: Shows the alerts created by meters or usage alerts
    - c. Notifications: Allows messages to be sent to customers by the Utility – Sent via Text, Email or presented on the Portal
    - d. Billing Cycle Threshold: Shows users progress toward Billing Cycle Usage Target set as an alert
  - iv. **Add-on Dashboard Widgets**
    - a. Watering Schedule: Presents data regarding the days and times that the account can use outdoor water
    - b. Bill Estimate: Provides an estimate of the cost of the water used in the billing cycle.
    - c. Sandbox: Provides a widget space for the utility to place documents, links, and videos. (up to 100Mb)
  - v. **Usage Details Features**
    - a. Consumption in various time periods
    - b. Exportable to other file formats
    - c. Temperature and Rainfall data
  - vi. **Meters Features**
    - a. Meter information including Meter #, address, current reading,
    - b. Meter Nicknames
  - vii. **Meter Tab Additional Features**
    - a. Google Maps view of meter location (Location data provided by Utility)
  - viii. **Settings – Usage Alerts (per meter)**
    - a. Billing Cycle Usage Alert
    - b. Daily Usage Alert
    - c. Vacation Alerts
  - ix. **Settings – Usage Alerts Additional Features**
    - a. Tier Alerts
  - x. **Alert Recipients Features**
    - a. Editable selection of alerts to receive
    - b. Additional Recipient management
  - xi. **User Settings Features**
    - a. Change of email address
    - b. Customer management of points of contact
    - c. Customer capability to add additional accounts
    - d. Customer password management (Self-serve)
- D. **Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
  - ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
  - iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.

- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
  - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
  - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
  - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
  - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
  - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

**4. Third Party Software.**

- A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:  
By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	<a href="http://www.redhat.com/licenses/rhel_rha_eula.html">http://www.redhat.com/licenses/rhel_rha_eula.html</a>
JBoss Enterprise Middleware	<a href="http://www.redhat.com/licenses/jboss_eula.html">http://www.redhat.com/licenses/jboss_eula.html</a>

**Exhibit B**  
**Technical Support**

**1. Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

**2. Support Categories**

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

**3. Support Hours**

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

**4. Support Procedures**

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

**A. Severity Levels Description:**

**Sev1** Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

**Sev2** Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

**Sev3** The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
  - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

**5. Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> </ul>
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> </ul>
3	1 Business Day	30 business days	<ul style="list-style-type: none"> <li>Answer to question is provided.</li> <li>Satisfactory workaround is provided.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> <li>Fix incorporated into future release.</li> </ul>

6. **Problem Escalation Process**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
  - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
  - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AWARD THE BID  
FOR BULK PICK-UP AND DISPOSAL OF STREET SWEEPINGS  
TO WASTE MANAGEMENT OF MI, INC.

WHEREAS:

1. On September 10, 2019, the City received one bid for Bulk Pick-Up and Disposal of Street Sweepings (2019 –2022).
2. It is recommended that the City Council awards the bid to the only bidder, Waste Management of MI, Inc., for fiscal year 2020 at a unit price of \$28.61 per ton, 2021 at a unit price of \$29.75 per ton and 2022 at a unit price of \$30.94 per ton.
3. The Public Works Department anticipates spending approximately \$43,000 for the bulk pick-up and disposal of street sweepings for fiscal year 2020. Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 230-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to Waste Management of MI, Inc. to perform the bulk pick-up and disposal of street sweepings in fiscal years 2020, 2021 and 2022.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Bid Tab

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: September 10, 2019

Subject: Bid Award – Bulk Pick-Up and Disposal of Street Sweepings (2019 – 2022)

From: Jodie Theis, Public Services Supervisor

Meeting Date: September 16, 2019

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### **RECOMMENDATION:**

It is recommended that the City Council award the bid to the sole bidder, Waste Management of MI, Inc. to perform the bulk pick-up and disposal of street sweepings for fiscal year 2020 at a unit price of \$28.61 per ton, 2021 at a unit price of \$29.75 per ton and 2022 at a unit price of \$30.94 per ton.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

By requiring the contractor to utilize a Class 2 landfill that is approved by the State for the disposal of street sweepings, the City is reducing the amount of environmental damage caused by improper disposal of materials. Additionally, removing sediment from the streets eliminates its transport into storm sewer catch basins and local streams and creeks.

### **DISCUSSION:**

On Tuesday, September 10, 2019, the City received one bid for the bulk pick-up and disposal of street sweepings. Twelve invitations to bid were sent to prospective bidders. The bulk pick-up and disposal of street sweepings includes the pick-up, hauling and disposal at a State approved landfill of debris removed from the roadways from our street sweeping truck.

Over the past several years, the Public Works Department has removed approximately 1,100 tons of sweepings per year from the streets. It is anticipated that approximately 1,200 tons of street sweepings will be picked up each fiscal year. The unit cost of \$28.61 per Ton for 2020 is an increase of 28% from the previous bid (November 2015).

The Public Works Department anticipates spending approximately \$43,000 for the bulk pick-up and disposal of street sweepings for fiscal year 2020.

### **BUDGET IMPACT:**

Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 230-441-44300-956.000.

**BID TABULATIONS:**

CITY OF WYOMING, MICHIGAN - TABULATION OF BIDS BULK PICK UP AND DISPOSAL OF STREET SWEEPINGS (2019 - 2022) BID # 1771 Opened By <u>City Clerk</u> On <u>September 10, 2019</u> At <u>11:00 a.m. o'clock</u>		
Pick-Up and Disposal of Street Sweepings	Waste Management of MI, Inc.	
	Unit Cost (Per Ton)	ESTIMATED TOTAL PER FISCAL YEAR (Approx. 1,500 Tons)
F.Y. 2019 - 2020	\$28.61	\$42,915.00
F.Y. 2020 - 2021	\$29.75	\$44,625.00
F.Y. 2021 - 2022	\$30.94	\$46,410.00

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AWARD THE BID  
FOR CURBSIDE LEAF AND BRUSH COLLECTION AND DISPOSAL (2019 – 2021)  
TO WASTE MANAGEMENT OF MICHIGAN, INC.

WHEREAS:

1. On September 10, 2019, the City received one bid for Curbside Leaf and Brush Collection and Disposal (2019 –2021).
2. It is recommended that the City Council award the Curbside Leaf and Brush Collection and Disposal Bid to the sole bidder, Waste Management of Michigan, Inc., to perform such services on December 7, 2019 at a unit price \$220.00 per ton, December 5, 2020 at a unit price of \$230.00 per ton and December 4, 2021 at a unit price of \$240.00 per ton.
3. The Public Works Department anticipates spending approximately \$33,000 for the curbside leaf and brush collection and disposal in 2019. Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 230-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to Waste Management of Michigan, Inc., to perform the curbside leaf and brush collection and disposal on the first Saturday in December of 2019, 2020 and 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 September 16, 2019.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report  
Bid Tab

## STAFF REPORT

Date: September 10, 2019

Subject: Bid Award – Curbside Leaf and Brush Collection and Disposal (2019 – 2021)

From: Jodie Theis, Public Services Supervisor

Meeting Date: September 16, 2019

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### **RECOMMENDATION:**

It is recommended that the City Council award the Curbside Leaf and Brush Collection and Disposal Bid to the sole bidder, Waste Management of Michigan, Inc., to perform such services on December 7, 2019 at a unit price \$220.00 per ton, December 5, 2020 at a unit price of \$230.00 per ton and December 4, 2021 at a unit price of \$240.00 per ton.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The curbside leaf and brush removal provides the residents another option for yard waste removal, decreasing the potential for street flooding caused by plugged catch basins and improving the aesthetics of the City's neighborhoods.

### **DISCUSSION:**

On Tuesday, September 10, 2019, the City received one bid for the bulk pick-up and disposal of street sweepings. Twelve invitations to bid were sent to prospective bidders. The curbside leaf and brush removal bid consists of the pick-up and disposal of leaves, grass clippings and brush located at the curbside for each residential property in the City on the first Saturday in December.

The pricing is based on a minimum of 100 tons; however, it is anticipated that approximately 150 tons of leaf and brush will be collected each fiscal year. The unit cost of \$220.00 per Ton for December 7, 2019 is an increase of 14% from the previous bid (March 2016).

The Public Works Department anticipates spending approximately \$33,000 for the curbside leaf and brush collection and disposal in 2019.

### **BUDGET IMPACT:**

Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 230-441-44300-956.000.

**BID TABULATIONS:**

CITY OF WYOMING, MICHIGAN - TABULATION OF BIDS CURBSIDE LEAF AND BRUSH COLLECTION AND DISPOSAL (2019 - 2021) BID # 1773 Opened By <u>City Clerk</u> On <u>September 10, 2019</u> At <u>11:00 a.m. o'clock</u>		
Curbside Leaf & Brush Collection and Disposal Pick-Up Dates	Waste Management of Michigan *	
	Unit Cost (Per Ton)	Total Per F.Y. (Approx. 150 Tons)
December 7, 2019	\$220.00	\$33,000.00
December 5, 2020	\$230.00	\$34,500.00
December 4, 2021	\$240.00	\$36,000.00

\*MINIMUM OF 100 TONS PER FISCAL YEAR

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AWARD THE BID  
FOR CATCH BASIN CLEANING (2019-2022)  
TO PLUMMER'S ENVIRONMENTAL SERVICES INC.

WHEREAS:

1. On September 10, 2019, the City received seven bids for Catch Basin Cleaning (2019 – 2022).
2. It is recommended that the City Council award the bid to the low bidder, Plummer's Environmental Services Inc. for fiscal years 2020, 2021 and 2022 at a unit cost of \$61.00 per catch basin on local and major streets.
3. The Public Works Department anticipates spending approximately \$100,000 for the catch basin cleaning each fiscal year. Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 230-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to Plummer's Environmental Services Inc. for Catch Basin Cleaning in fiscal years 2020, 2021 and 2022.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Bid Tab

## STAFF REPORT

Date: September 10, 2019  
Subject: Bid Award – Catch Basin Cleaning (2019 – 2022)  
From: Jodie Theis, Public Services Supervisor  
Meeting Date: September 16, 2019

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### **RECOMMENDATION:**

It is recommended the City Council award the bid for catch basin cleaning to the low bidder, Plummer's Environmental Services Inc., in fiscal years 2020, 2021 and 2022 at a unit cost of \$61.00 per catch basin on local and major streets.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Catch basins retain solids and organic material that originate from roads and parkways. If this material is not removed, it is transported to local waterways, contributing to pollution of these ecosystems. By proactively cleaning and inspecting the catch basins, the City is decreasing the risk of street flooding, storm sewer failures, and pollution, thus eliminating the additional labor, equipment and material costs that occur during emergency repairs.

### **DISCUSSION:**

On Tuesday, September 10, 2019, the City received seven bids for catch basin cleaning. Nine bid packages were sent to pre-qualified bidders. Plummer's Environmental Services Inc. submitted the lowest bid for catch basin cleaning and inspection. The unit cost of \$61.00 per catch basin on local streets is a decrease of 13%, and the unit cost of \$61.00 per catch basin on major streets is a decrease of 23% from the previous bid (November 2016).

The bid consists of the cleaning and inspecting of storm sewer catch basins located on the local and major streets. Catch basin cleaning and inspection is required as part of the City's state-issued stormwater permit. Failure to comply would result in additional state scrutiny and potential fines.

The Public Works Department anticipates spending approximately \$100,000 for catch basin cleaning each fiscal year.

### **BUDGET IMPACT:**

Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 230-441-44300-956.000.

**BID TABULATIONS:**

CITY OF WYOMING, MICHIGAN - TABULATION OF BIDS						
CATCH BASIN CLEANING (2019 - 2022)						
BID # 1772						
Opened By <u>City Clerk</u> On <u>September 10, 2019</u> At <u>11:00 a.m.</u> o'clock						
Bidder	2019 - 2020		2020 - 2021		2021 - 2022	
	Local Streets Unit Cost	Major Streets Unit Cost	Local Streets Unit Cost	Major Streets Unit Cost	Local Streets Unit Cost	Major Streets Unit Cost
Plummers Environmental	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00
E-4 Solutions	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00
United Resource LLC	\$ 66.00	\$ 72.00	\$ 66.00	\$ 72.00	\$ 66.00	\$ 72.00
Waste Recovery Systems	\$ 74.00	\$ 74.00	\$ 74.00	\$ 74.00	\$ 74.00	\$ 74.00
Pipetek Infrastructure Services	\$ 94.99	\$ 94.99	\$ 94.99	\$ 94.99	\$ 94.99	\$ 94.99
Elite Pipeline Services	\$ 95.00	\$ 155.00	\$ 95.00	\$ 155.00	\$ 95.00	\$ 155.00
Advanced Underground Inspection LLC	\$ 165.00	\$ 180.00	\$ 165.00	\$ 180.00	\$ 175.00	\$ 180.00
No Bid from the following:	Corby Energy Services, M&K Jetting & Televising					

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO EXTEND THE BID FOR  
PERMANENT WINTER HOT MIX AND WINTER COLD MIX ASPHALT

WHEREAS:

1. As detailed in the attached Staff Report, Superior Asphalt, Inc. has offered to extend their current bid pricing for permanent winter hot mix and winter cold mix asphalt at a unit price of \$125.00 per ton for the 2019-2020 winter season.
2. Funds are budgeted in the Street, Sewer and Water Maintenance account numbers 202-441-46300-775.000, 202-441-47800-740.000, 203-441-46300-775.000, 203-441-47800-740.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for winter hot mix and winter cold mix asphalt for the 2019-2020 winter season.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes

                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

ATTACHMENTS:

Staff Report

Proposal

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: September 10, 2019

Subject: Bid Extension, Permanent Winter Hot Mix and Winter Cold Mix UPM Asphalt

From: Jodie Theis, Public Services Supervisor

Meeting Date: September 16, 2019

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### RECOMMENDATION:

It is recommended that the City Council extend the bid for permanent winter hot mix and winter cold mix UPM asphalt to Superior Asphalt Inc. at a unit price of \$125.00 per ton for both the hot mix and the cold mix asphalt for the 2019-2020 winter season.

### COMMUNITY, SAFETY, STEWARDSHIP:

The use of winter mix asphalt allows the Public Works Department to provide high quality street repairs throughout the winter season. Winter mix asphalt is made from materials that are recycled and able to be recycled, reducing the consumption of natural resources and the dumping of asphalt materials in landfills.

### DISCUSSION:

On November 7, 2016, the City Council extended the bid for permanent winter hot mix asphalt, Resolution Number 25621 and awarded the bid for winter cold mix UPM asphalt, Resolution Number 25622 to Superior Asphalt Inc. The bid was extended for both winter hot mix and winter cold mix UPM in 2017 and 2018. Superior Asphalt Inc. has agreed to extend their bid pricing for the 2019-2020 winter season as noted on the attached document. The pricing from the 2016 bid shall remain unchanged at \$125.00 per ton for both hot mix and cold mix asphalt.

It is anticipated that the Public Works Department will use approximately 300 tons of permanent winter hot mix asphalt and approximately 300 tons of winter cold mix UPM asphalt during the 2018 – 2019 winter season. The cost of the permanent winter hot mix asphalt will be \$125.00 per ton, at an estimated total cost of \$37,500.00 and the cost of the winter cold mix UPM asphalt will be \$125.00 per ton, at an estimated total cost of \$37,500.00.

### BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts, 202-441-46300-775.000, 202-441-47800-740.000, 203-441-46300-775.000, 203-441-47800-740.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

### ATTACHMENTS:

Bid Extension Letter – Superior Asphalt Inc. – 9/9/19

# SUPERIOR ASPHALT, INC.

669 Century SW  
Grand Rapids, MI 49503

Office: 616-451-3200  
Fax: 616-451-3969  
Email Address:

## Proposal

Date: 9/9/2019

Quoted to:	Job Name & Location	
City of Wyoming 1125 28th St sw Wyoming, MI 49509	<b>Phone:</b> <b>Fax:</b> <b>Cell:</b>	Hot Winter Asphalt UPM (Cold Patch)

Customer ID	Good Thru	Payment Terms	Sales Rep
	10 Days	Due Upon Completion	

We hereby propose to furnish materials and labor necessary for the completion of:

Joe

Superior Asphalt Inc will supply the City of Wyoming both Hot Winter Mix and UPM (Cold Patch) for the winter of 2019-2020 for the same pricing as the winter of 2018-2019... which was \$125.00 per ton. Pricing does not include delivery. All material must be picked up at our Franklin Street location.

Thanks for using Superior Asphalt

John Alonso  
Estimator

Note: Unless prior written arrangements have been made, terms are 50% down, balance due upon completion.

Note: Superior asphalt, Inc. is not responsible for damage to concrete caused by heavy equipment accessing job site.

Note: Due to volatility of the petroleum industry, pricing is subject to change if work is not completed within 30 days of acceptance.

All materials are guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any Alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

	<b>Total:</b>
	

Authorized Signature: \_\_\_\_\_

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: Pricing is subject to change if work is not completed within 30 days of acceptance. See Standard Conditions on reverse.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT AN AGREEMENT WITH THE KENT COUNTY ROAD COMMISSION  
TO PAY THE CITY OF WYOMING TO PERFORM WINTER MAINTENANCE ACTIVITIES  
AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City enter into a one-year agreement with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities.
2. The Kent County Road Commission is funded by the State of Michigan and these funds will be used to reimburse the City of Wyoming.
3. It is recommended the City Council accept the agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept an agreement with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities for the 2019-2020 winter season.
2. The City Council does hereby authorize the City Manager to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Agreement

## STAFF REPORT

Date: September 9, 2019

Subject: Authorize Winter Maintenance Activities for Chicago Drive

From: Aaron Vis, Assistant Director of Public Works

Date of Meeting: September 16, 2019

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### **RECOMMENDATION:**

The Public Works Department recommends the City Council authorize the City Manager to enter into a one-year contract with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities on the portion of Chicago Drive that is located within the City of Wyoming. Winter maintenance activities will be reimbursed according to established rates as noted on the attached State of Michigan form.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Providing winter maintenance activities on the portion of Chicago Drive located within the City will ensure that residents can enjoy the same level of winter maintenance service that all other major City streets have.

### **DISCUSSION:**

Historically, the Kent County Road Commission has provided winter road maintenance on the segment of Chicago Drive that is located within the City of Wyoming. This road segment is approximately 2.5 miles long and is located between Clyde Park Avenue (east boundary) and Porter Street (west boundary). Grand Rapids performs winter maintenance on Chicago Drive within their City, and Grandville performs winter maintenance on Chicago Drive within their City.

For the upcoming winter maintenance season, it is proposed that the City enter into a one-year agreement with the Kent County Road Commission to pay the City of Wyoming to perform salting and plowing activities on the portion of Chicago Drive located in the City. Activities will be reimbursed from the Kent County Road Commission according to Wyoming labor rates, state equipment rates, material bid prices, and a set overhead percentage, as noted on the attached form. The Kent County Road Commission is funded by the State of Michigan, and these funds will be used to reimburse Wyoming. Wyoming has sufficient resources to perform this work without compromising the level of service on remaining City streets. Reimbursed winter maintenance costs are not expected to exceed \$150,000 for the 2019-2020 winter season.

### **BUDGET IMPACT:**

Since Wyoming will be reimbursed for all labor, equipment and materials used, there is no negative budgetary impact.

**ATTACHMENT:**  
MDOT Form 0426

## QUOTATION REQUEST FOR SERVICES OR EQUIPMENT

DISTRIBUTION:  
 Maintenance Div.  
 District Maintenance  
 County or Municipality

DISTRICT NO.  
5

**INSTRUCTIONS:** To be used by contract county or municipality only. See Prohibition of Discrimination statement & authority on reverse.  
Complete in triplicate and distribute as indicated.

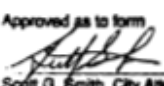
### TO BE COMPLETED BY CONTRACT COUNTY OR MUNICIPALITY

COUNTY OR MUNICIPALITY Kent County Road Commission		DATE REQUEST ISSUED Upon approval thru Sept 2020	RETURN NO LATER THAN October 1, 2019
ADDRESS 1500 Scribner Ave, NW	Street No. Grand Rapids, MI	City 49504	QUOTATION County-Calendar Year OR Municipality -- Fiscal Year FOR: Kent
TYPE OF WORK EQUIPMENT OR SERVICES TO BE USED FOR: Winter Maintenance and Patrol		TRUNKLINE HWY. NO. BI-1961	
ESTIMATED USE (No. of times or duration) As needed for the 2019/2020 Winter Season		ROUTE SECTION NO. 047	
LOCATION (Give complete description.) Winter maintenance and winter Patrol services as needed on Chicago Drive, from Clyde Park to Porter during the 2019/2020 winter season			

#### CONDITION OF EQUIPMENT

- a. All equipment furnished without an operator, will be in proper operating condition when delivered for use by the Department of Transportation. It is understood that, when due to mechanical failure, any and all repairs and/or replacement of parts to said equipment is the responsibility of the vendor.
- b. When equipment and an operator, or a service, is furnished by the vendor, the vendor is responsible for all maintenance, labor, materials and other expenses involved therewith.

The vendor shall save harmless and indemnify the State, The Michigan Department of Transportation and the Michigan State Transportation Commission against all claims for damages to public or private property and for injuries to persons arising out of and during the progress of the work herein described and to its completion.

DETAILED DESCRIPTION OF EQUIPMENT OR SERVICES	QUANTITY	UNIT	UNIT BID PRICE BY VENDOR	TOTAL COST
Furnish labor and equipment, as needed to provide winter Maintenance services on Chicago Drive, as needed for the 2019/2020 winter season. Fully equipped winter maintenance truck, 44,000# min Truck rate based on current Schedule C Operator with benefits and Overtime rates based on Collective bargaining agreement and City standardized rates: Straight time wages rate with benefits range		Hr.	\$	
De-icing materials at KCRC bid price De-icing material storage and handling Overhead including Supervision		Ton	\$10.00 10%	
Approved as to form  Scott G. Smith, City Attorney Date: 9/10/2019				Not to exceed \$150,000.00

### TO BE COMPLETED BY VENDOR

It is proposed, subject to the conditions listed above, to contract with above named County or Municipality to furnish the Equipment or Service(s) listed above.  Operator's Wages are included in the Unit Bid Price. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	COMPANY NAME (If any.) City of Wyoming	
	STREET ADDRESS OF COMPANY OR OWNER 1155 - 28 <sup>th</sup> Street SW Wyoming, MI 49509-0905	
EST. TOTAL COST Not to exceed \$ 150,000.00	CONTRACT COUNTY OR MUNICIPALITY Signature of Designated Maintenance Superintendent	
FOR LANSING MDOT USE ONLY	The above named County or Municipality is hereby authorized to contract with the above named vendor for the equipment or service(s) described.	
	MICHIGAN DEPARTMENT OF TRANSPORTATION District Maintenance Engineer Approval:	DATE
	Maintenance Division Approval:	DATE
	MICHIGAN STATE TRANSPORTATION COMMISSION Approval:	DATE

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE OF DE-ICING SALT  
FROM COMPASS MINERALS AMERICA INC. AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, the City cooperatively purchases de-icing salt with the Kent County Road Commission, and the cities of Grand Rapids, Kentwood and Walker.
2. It is estimated the City will purchase approximately 5,850 tons of de-icing salt for the 2019-2020 winter season.
3. It is recommended the City authorize the purchase of de-icing salt from Compass Minerals America Inc. at a cost of \$79.38 per ton.
4. Funds for the purchase are budgeted in the Major Street and Local Street Winter Maintenance account numbers 202-441-47800-740.000 and 203-441-47800-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of de-icing salt from Compass Minerals America Inc.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Purchase Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: September 5, 2019

Subject: Approve the Purchase of De-icing Salt from Compass Minerals

From: Aaron Vis, Assistant Director of Public Works

Date of Meeting: September 16, 2019

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### RECOMMENDATION:

The Public Works Department recommends that the City Council authorize the purchase of a maximum of approximately 5,850 tons of de-icing salt from Compass Minerals at a unit price of \$79.38 per ton, in cooperation with the Kent County Road Commission and other local agencies.

### COMMUNITY, SAFETY, STEWARDSHIP:

De-icing salt is cooperatively purchased with regional agencies to obtain the best pricing. It is applied using modern application technology to minimize its impact on the environment yet still provide for motorist safety.

### DISCUSSION:

The City of Wyoming has purchased de-icing salt as a cooperative purchase with the Kent County Road Commission, City of Grand Rapids, City of Kentwood and City of Walker for the last fourteen years. Compass Minerals has bid the de-icing salt at \$79.38 per ton. Price is effective through August 31, 2020. Historical salt cost and increase/decrease information is presented below.

Season	Cost Per Ton (\$)	Percentage Increase/Decrease
2012-2013	63.20	-0.5%
2013-2014	64.77	2.5%
2014-2015	66.62	2.9%
2015-2016	66.63	0.0%
2016-2017	50.40	-32.2%
2017-2018	45.43	-11.0%
2018-2019	69.06	52%
2019-2020	79.38	14.9%

Over the past 5 years, Wyoming has used an average of 4,900 tons of de-icing salt per winter season, ranging from approximately 3,400 to 6,150 tons per year depending on the severity of the season. The purchasing agreement with Compass Minerals requires that Wyoming purchase a minimum of 3,150 tons and allows Wyoming to purchase up to 5,850 tons of de-icing salt for

this season. The City currently has approximately 3,500 tons of de-icing salt in storage and, with the flexibility afforded through this cooperative purchase, should have access to sufficient de-icing salt for this winter season.

Estimated maximum usage for the coming winter season is 5,850 tons of de-icing salt for a total estimated cost of \$464,000.

**BUDGET IMPACT:**

Sufficient funds have been budgeted in the Major Street and Local Street Winter Maintenance Accounts, 202-441-47800-740.000 and 203-441-47800-740.000.

**ATTACHMENTS:**

Purchase Agreement – Compass Minerals



**Sold-To ("Buyer"):**

Aaron Vis  
City of Wyoming  
P O Box 905  
Wyoming, MI 49509-0905

**Date:** September 04, 2019  
**Document:** 160270  
**Tel:** (616) 530-7229  
**Fax:** (616) 249-3487  
**Email:** Avis@wyomingmi.gov  
**Customer #:** H706426  
**Preferred:** Fax

**Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")**

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
4,500	City of Wyoming (Kent Co) 2660 Burlingame SW Wyoming, MI 49509 Destination #: H763548 Delivery Lead Time: 3 days	79.38 Deliver	Depot: Muskegon Product: BULK HIGHWAY COARSE W/YPS (6615) Mode of Transport: DUMP (END OR BOTTOM) Distance: 40.3 Miles

The listed quantities for the seasonal fill tons are to be delivered beginning November 1, 2019.

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Monday, 31 Aug 2020

**Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will**

Terms are NET 30 days from shipment with approved credit.

- \* This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- \* Delivered price(s) via dump and based on full truck load quantities.
- \* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- \* Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- \* Applicable taxes extra
- \* Compass Minerals America Inc. has no obligation to store the Product after 31 Aug 2020, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By:

Doug Dyer  
Sales Manager 1-800-323-1641 Ext 9346  
Compass Minerals America Inc.

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved and for terms  
 Scott G. Smith, City Attorney  
 Date: 9/5/2019

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

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 bid for the listed items as recommended in the attached Staff Reports and summarized below.

Item	Recommended Bidder	Cost
Fence – Lemery Park	Fence Consultants of West Michigan	\$24,080
Turnout Gear	Phoenix Safety Outfitters	\$2,327/set
Security Access Doors	Midstate Security Company	\$58,953.55
Waterworks Fittings	Ferguson Waterworks	Bid prices as shown on the attached tabulation sheet

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2019.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Reports  
Tabulation Sheets

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: September 9, 2019  
Subject: Fence Removal and Installation – Lemery Park  
From: Jeff Anderson, Parks and Facilities Supervisor  
Cc: Rebecca Rynbrandt, Director of Community Services  
Meeting Date: September 16, 2019

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### RECOMMENDATION:

It is recommended that removal and installation of new aluminized fencing at Lemery Park softball field be awarded to the low bidder Fence Consultants of West Michigan in the amount of \$24,080.

### COMMUNITY, SAFETY, STEWARDSHIP:

**Community** – The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. The 5-Year Community Recreation Master Plan identifies citizen interests and priorities for redevelopment and investment by the parks and recreation operational millage. The investment of replacing the old fencing will enhance the facility for softball user groups.

**Safety** – The current fencing around the softball field, installed over 25 years ago, is in poor condition and in need of replacement.

**Stewardship** - The City's Community Services Departments' Parks and Recreation staff is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life of all the citizens of the City of Wyoming.

### DISCUSSION:

The current sideline and outfield fencing at Lemery Park is in poor condition and in need of replacement. Bids were sent to twenty-seven prospective bidders and three bids were received on September 3, 2019. After reviewing the bids, we recommend awarding the work to the lowest bidder, Fence Consultants of West Michigan, in the amount of \$24,080. Their bid was complete and detailed providing all requested documents. They will also adhere to the installation schedule as outlined in the bid.

### Budget Impact:

Funds for the fence removal and installation are available in the following Park Facilities Capital Budget account: Lemery Park 208-752-75600-975.112.

Attachment: Tabulation Sheet

TABULATION OF BIDS  
 FOR REMOVAL OF CURRENT FENCING AND INSTALLING NEW FENCING  
 OPENED BY THE CITY CLERK ON SEPTEMBER 3, 2019 AT 11:00 A.M. O'CLOCK

Bidder:	Kelloggsville Park	Lemery Park	Total Bid Price	Discount if awarded both locations	Total Bid Price (with discount)
Fence Consultants of West Michigan	\$ 25,040.00	\$ 24,080.00	\$ 49,120.00		\$ 49,120.00
M&M Fencing Inc.	\$ 25,146.00	\$ 24,534.00	\$ 49,680.00	3%	\$ 48,189.60
Straight Line Fence, LLC	\$ 24,606.00	\$ 25,113.00	\$ 49,719.00	5%	\$ 47,233.05

## STAFF REPORT

Date: September 10, 2019

Subject: Fire Turnout Gear

From: Dennis Van Tassell, Deputy Fire Chief

Meeting Date: September 16, 2019

### RECOMMENDATION:

It is recommended that the City Council approve the bid received from Phoenix Safety Outfitters for fire turnout pants and jackets. The total cost per set is \$2,327.00.

### COMMUNITY, SAFETY, STEWARDSHIP:

This bid provides safety equipment utilized for structural fire fighting, vehicle accident scenes, and various emergency operations. This equipment is also necessary to maintain NFPA and MIOSHA Part 74 compliance.

### DISCUSSION:

This bid is necessary to allow the continual replacement of outdated turnout equipment and for the immediate purchase of new gear as personnel are hired into the fire department. Bids were sent to 47 vendors with four bids offered from three separate vendors.

Each vendor brought their bid equipment in to allow examination, and utilization of the gear.

DESCRIPTION	West Shore Fire Inc.		Dinges Fire Company		West Shore Fire Inc.		Phoenix Safety Outfitters	
	Bid Price (Each/Pair)	Make/Model	Bid Price (Each/Pair)	Make/Model	Bid Price (Each/Pair)	Make/Model	Bid Price (Each/Pair)	Make/Model
Jacket	\$1,250.00	Fire-Dex TecGen 71	\$ 1,325.00	Globe Gxtreme 3.0	\$1,366.00	Fire-Dex FX-R PBI-Glide Ice - Cross Tech	\$1,378.00	Lion Apparel V Force Bi Swing
Structural Firefighting Bunker Pants	\$ 975.00	Fire Dex TecGen 71	\$ 1,030.00	Globe Extreme 3.0	\$ 1,071.00	Fire-Dex FX-R PBI-Glide Ice - Cross Tech	\$ 949.00	Lion Apparel V Force Belted
Bid price per each pair for waste sizes larger than 58"			\$ 1,340.00	Globe Extreme 3.0				
Total	\$2,225.00		\$2,355.00		\$2,437.00		\$2,327.00	

It is recommended to accept the second lowest bid per set from Phoenix Safety Outfitters. The exterior garment that was bid, which has a tendency to fail before its shelf life is reached, utilizes a higher percentage of Kevlar. This Kevlar is what gives the strength and longer life to the gear. The majority of firefighter burns occur on the ears and wrists. The Phoenix Safety Outfitter bid has a water/moisture wicking fabric that lessens the potential for burns in the wrist area, and also inhibits the “wicking” of water or other damaging liquids along the boot cuff. The longer life and the decreased potential for burns is reasoning to accept this higher bid. The Phoenix bid also utilizes a leather suspender that reduces slippage of the gear while wearing it.

**BUDGET IMPACT:**

Turnout gear is typically bought as a pair after a person is sized properly. Each set costs \$2,327.00. There are multiple groups that will utilize this same equipment. Funding for the turnout gear will be from 337-33900-744001, 337-33901-744001, and 337-33902-744001.

## STAFF REPORT

Date: August 28, 2019  
Subject: Security Access Door Proposal  
From: Dennis Van Tassell, Deputy Fire Chief  
Meeting Date: September 16, 2019

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### **RECOMMENDATION:**

It is recommended that the City Council approve the bid received by Midstate Security for the installation of security access doors at all four Wyoming Fire Stations in the amount of \$58,953.55.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

This project will be to install security card readers at each fire station door in order to access the fire stations. The security system will be utilized to maintain security of essential equipment necessary for emergency operations and will help keep employees safe from external threats. This project has additional funding provided through a grant from the Michigan Municipal Risk Management Authority Risk Avoidance Program. If approved by the City Council, the MMRMA RAP grant will provide \$18,910.33 towards this project with the city providing additional funding equaling \$40,043.22.

### **DISCUSSION:**

On August 13, 2019 the City Clerk received two bids for the installation of security access doors at all four fire stations. Fourteen invitations were sent to prospective bidders. Two vendors attended the pre-bid meeting, they were taken to all four fire stations and provided a blueprint copy for their records. The bids received are as shown below:

Knight Watch	\$ 51,675.00
Midstate Security Company	\$ 58,953.55

The bid indicated a turnkey project. Midstate Security provided a turnkey project estimate. The second bid that was received from Knight Watch provided a much lower bid and it was found that sub-contractor information was not provided. After re-submitting, and through thorough review of the bid, Midstate Security provided the lowest cost as a turnkey project.

The second bid submission from Knight Watch indicated an alternate to the hardware requested. The bid did not reveal the extra cost associated with utilizing requested equipment as its final cost associated with the project. Resubmission with price adjustments indicated a bid of \$59,860.80.

### **BUDGET IMPACT:**

The total cost of the project will be \$58,953.55. If approved the MMRMA RAP grant will provide \$18,910.33 towards the project. The additional funding of \$40,043.22 will be provided from 101-337-33800-975000.

## STAFF REPORT

Date: September 10, 2019  
Subject: Bid Award – Waterworks Fittings  
From: Jodie Theis, Public Services Supervisor  
Meeting Date: September 16, 2019

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### **RECOMMENDATION:**

It is recommended that the City Council award the bid for waterworks fittings to the sole bidder, Ferguson Waterworks, at the unit prices listed on the attached Bid Tabulation.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The use of waterworks fittings allows the Public Works Department to provide timely utility repairs without removal of significant portions of water mains, extensive excavation and costly restoration.

### **DISCUSSION:**

On Tuesday, September 10, 2019, the City received one bid for waterworks fittings. Sixty invitations to bid were sent to prospective bidders. Ferguson Waterworks was the sole bidder.

The Public Works Department utilizes waterworks fittings to repair damaged water mains throughout the City. Water main breaks can be caused by several factors, including age, freezing or thawing of soil, pipe corrosion, soil conditions, or ground movement.

The total price based on the estimated quantity is an increase of 18% from last year. The Public Works Department is anticipating an estimated yearly total of \$30,000 for waterworks fittings.

### **BUDGET IMPACT:**

Sufficient funds are available in the Water Fund Maintenance Account, 591-441-56200-775.000.

**BID TABULATIONS:**

<b>CITY OF WYOMING, MICHIGAN</b> <b>TABULATION OF BIDS</b> Opened By City Clerk On August 13, 2019 At 11:00 a.m. o'clock All bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date					
		<b>Ferguson Waterworks</b>			
Item Description	Est. Qty	Unit Price	Total Price	Tyler Union Product	Star Pipe Product (Domestic)
<b>SLEEVES</b>					
20" x 15"	2	\$1,397.60	\$2,795.20	x	
24" x 15"	2	\$2,199.12	\$4,398.24	x	
6" x 12"	10	\$231.07	\$2,310.70	x	
8" x 12"	10	\$288.63	\$2,886.30	x	
12" x 12"	6	\$604.68	\$3,628.08	x	
16" x 15"	2	\$1,099.60	\$2,199.20	x	
6" x 12" Sleeve, oversized	4	\$270.51	\$1,082.04	x	
8" x 12" Sleeve, oversized	4	\$344.60	\$1,378.40	x	
12" x 12" Sleeve, oversized	4	\$935.24	\$3,740.96	x	
16" x 15" Sleeve, oversized	2	\$2,430.36	\$4,860.72	x	
20" x 15" Sleeve, oversized	2	\$1,897.61	\$3,795.22	x	
24" x 15" Sleeve, oversized	2	\$2,791.06	\$5,582.12	x	
<b>ITEMS FOR "D" VALVE BOXES</b>					
3 Piece "D" Valve Boxes	75	\$194.33	\$14,574.75	x	
6" Valve Box Extension	20	\$42.25	\$845.00	x	
14" Valve Box Extension	10	\$47.53	\$475.30	x	
18" Valve Box Extension	10	\$57.32	\$573.20	x	
24" Valve Box Extension	10	\$58.02	\$580.20	x	
Top Section	20	\$78.29	\$1,565.80	x	
Mid Section	10	\$60.12	\$601.20	x	
Base Section	0	\$42.64	\$0.00	x	
Cover	50	\$13.29	\$664.50	x	
<b>MEGALUGS GLAND (Kit to include: Gland, Nuts, Bolts and Rubber Gasket)</b>					
6" Megalugs Gland Kit	20	\$33.09	\$661.80		x
8" Megalugs Gland Kit	20	\$44.90	\$898.00		x
12" Megalugs Gland Kit	10	\$85.99	\$859.90		x
16" Megalugs Gland Kit	4	\$146.93	\$587.72		x
20" Megalugs Gland Kit	4	\$241.12	\$964.48		x
24" Megalugs Gland Kit	4	\$332.88	\$1,331.52		x
<b>CUT-IN SLEEVE</b>					
6"	20	\$596.83	\$11,936.60	x	
8"	10	\$759.69	\$7,596.90	x	
12"	6	\$1,222.11	\$7,332.66	x	
24/7 emergency location within 15 miles of the City:		YES			