

## AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission  
From: Jeremy Howard, City Manager  
Date: October 4, 2024  
Regarding: Wastewater Treatment Plant Drum Screen Replacement

For the Agenda of October 7, 2024

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**Background** Recently the Drum Screen used in the treatment process at the Wastewater Plant developed an unrepairable hole and failed. Unfortunately, as with these types of issues you never know when a failure will occur. As outlined in the attached memo and included repair quote (*att'd*) from Water Treatment Superintendent Dale Clark, the screen has failed and needs to be replaced. Solberg Knowles & Associates (SKA) is the only vendor that supplies the screen and components necessary to do the replacement of the drum screen which necessitates a sole source purchase from the vendor. SKA has provided Dale with a quote of \$11,951 for the parts needed to complete the replacement and get the drum screen working again at the plant.

I concur with Dale's recommendation to utilize SKA for the sole source purchase and would now ask the commission to approve the expenditure of funds for the replacement of the drum screen as well as authorizing the City Treasurer/Finance Director to make any and all necessary budget amendments related to the expense.

**Question Specified** *Should* the City Commission approve the expenditure of funds to replace the Drum Screen?

### **Alternatives**

1. Approve the expenditure of funds and the sole source purchase.
2. Do not approve the expenditure of funds and the sole source purchase.
3. Set aside decision regarding this matter to a later date.

**Financial Impact** The cost to replace the drum screen is \$11,951. This was not planned in the current year budget and will require a budget amendment utilizing funds in the Sewer fund.

**Recommendation** I recommend that the City Commission approve the expenditure of funds for the replacement of the WWTP Drum Screen as well as authorizing the City Treasurer/Finance Director to make any and all necessary budget amendments related to the expense by adoption of Resolution 2024-081.

### **Attachments**

1. Memo from Dale Clark-Water Treatment Superintendent.
2. Quote from Solberg Knowles & Associates (SKA).
3. Resolution 2024-081.

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**INTEROFFICE MEMORANDUM**

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**TO:** JEREMY HOWARD  
**FROM:** DALE CLARK  
**SUBJECT:** WWTP SCREEN REPAIR  
**DATE** 10/3/24  
**CC:**

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Jeremy,

One of the screens at the wastewater plant has developed a hole and needs to be repaired. Attached is a sole source quote in the amount of \$11,951.00 for the parts need for us to make the repair. There is only one manufacture of this equipment, so obtaining quotes in not possible. This screen is only 13 years old, so the repair is quite unexpected and unbudgeted for.



# Solberg Knowles & Associates

A DIVISION OF GASVODA & ASSOCIATES

Helping people use water efficiently

Office 231-652-1934

info@solbergknowles.com

www.solbergknowles.com

## Solberg Knowles & Associates

480 N Fairview Rd., STE 2

Zeeland, Michigan 49464

Cell: 219-309-4256

### Proposal

TO: City of Clare

Date: October 1, 2024

ATTN: Dale Clark

Project: City of Clare Replacement Drum Screen Parts

The seller hereby offers the following equipment subject to all terms & conditions noted on this contract:

We are pleased to offer the following proposal for your review and consideration on the above named project. Kindly review our offer in its entirety and let us know of any further questions or requirements. This offer is for providing the equipment listed herein for installation by others.

QTY	DESCRIPTION	INVESTMENT
1	Replacement Drum Screen RTE0618	\$6,216.00
2	Bearing for replacement RTE0618 Screen	\$236.00
1	Showerside Shaft RTE 600 STD AISI 304 Hub Union	\$2,645.00
1	Engineside Axle RTE 600 STD AISI 304 With solid tip 304L	\$2,854.00

**Includes Freight to Clare MI**

**Lead time: 6-8 Weeks**

**Total Investment: \$11,951.00**

This proposal and the attached terms and conditions cannot be modified in any way except by expressed written approval of Gasvoda & Associates, Inc.

Gasvoda & Associates reserves the right to request purchase orders be written directly to the manufacturers per the manufacturers terms and conditions included in their scopes.

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**TERMS:** 100% 30 days NET.  
**FREIGHT:**  FOB Factory included to jobsite, unloading by others.  
**START-UP:**  0 days included Additional start up, if required, will be billed at our standard rate.  
**TAXES:** ALL applicable taxes must be added.  
**SUBMITTAL DATA:**  N/A weeks after receipt of order (If Required) .  
**DELIVERY:**  6 weeks based on longest lead time item.  
**DURATION:** This proposal is valid for 30 days after which we reserve the right to review or withdraw.

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Solberg Knowles & Associates

ACCEPTED:

\_\_\_\_\_  
(Authorized signature)

BY: John L Greaney  
John L. Greaney – Sales Engineer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

AUTHORIZATION TO PROCEED:

Authorization to proceed with placing the proposed equipment on order must be acknowledged by the return of this document properly executed where required. Such acknowledgment will be considered as your acceptance of this proposal understanding the terms stated above and on the reverse side of this proposal. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements.

Please be sure to fill in the required "Ship To" information below and return it at the time of placing your order. Failure to do so will result in shipment of the equipment to the Buyers address.

Additional Information (Complete if necessary):

BILL TO:

SHIP TO:

\_\_\_\_\_

\_\_\_\_\_

PURCHASE ORDER  
NUMBER: \_\_\_\_\_

SPECIAL  
MARKINGS: \_\_\_\_\_

TAXABLE:

No  Yes

TAX EXEMPT  
ID#: \_\_\_\_\_

Additional Information (Complete if necessary):

**SOLBERG KNOWLES & ASSOCIATES TERMS AND CONDITIONS OF SALE**

**TERMS**

1. **Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.**
2. **Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:**
  - A) **10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.**
  - B) **10% of remaining net order total due at time of release to production with no retainage allowed.**
  - C) **Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.**

*Start-up services will not be scheduled prior to receipt of full and final payment is received, with no exceptions.*

**CONDITIONS**

1. **General**

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. **Warranty**

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. **Liability of Seller**

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. **Claim Period**

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. **Cancellation**

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. **Taxes**

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. **Fees**

All credit card charges will be subject to a 3% processing fee.
8. **Storage**

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
9. **Drawings, Illustrations and Manuals**

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement, and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
10. **Insurance**

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
11. **Start Up**

**NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.**
12. **Operations and Maintenance Manuals**

We include standard manufacturers O & M manuals as provided by the manufacturer. Special conditions of bid documents concerning O & M manuals and / or the modification of manuals to meet specific requirements of the bid documents are the contractors responsibility.

**RESOLUTION 2024-081**

**A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING THE EXPENDITURE OF FUNDS FOR REPLACEMENT OF A WWTP DRUM SCREEN.**

**WHEREAS**, the drum screen for the City’s Wastewater Treatment Plant has failed and is in need of replacement; and

**WHEREAS**, the city determined Solberg Knowles & Associates (SKA) is the only vendor in able to supply the needed parts; and

**WHEREAS**, the City Staff has recommended that the City Commission approve the expenditure of funds to SKA for the purchase of the replacement parts; and

**WHEREAS**, Clare City Commission has reviewed duly considered said recommendation.

**NOW THEREFORE BE IT RESOLVED THAT** the City Commission of the City of Clare hereby approves the expenditure of \$11,951 to replace the failed drum screen.

**BE IT FURTHER RESOLVED THAT**, the Treasurer/Finance Director is authorized to apply any and all necessary budget amendments needed for the cost of the replacement.

**ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.**

**The Resolution was introduced by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_. The Resolution declared adopted by the following roll call vote:**

**YEAS:**

**NAYS:**

**ABSENT:**

**Resolution approved for adoption on this 7<sup>th</sup> day of October, 2024.**

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**Diane Lyon, City Clerk**