

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 20, 2016, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Scott Gurley, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of June 6, 2016
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - a) Budget Amendment No. 56 – To appropriate \$3,604,581.60 of budgetary authority for additional funding for additional supplies, professional accounting services, leadership training, new hire advertising, tuition costs, grant related expenditures, administrative fees, bond refinancing, payoff costs and recognize associated grant revenues of \$18,416.60.
- 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) Of Appreciation to Donald Cummings for His Service as a Member of the Board of Directors of the Economic Development Corporation and Brownfield Rehabilitation Authority of the City of Wyoming
 - b) To Reappoint Members to the Historical Commission and Planning Commission for the City of Wyoming
 - c) To Reappoint Members of Boards, Commissions and Committees for the City of Wyoming
 - d) To Confirm the Appointment of Jeff Pauza as a Member of the Board of Directors of the City of Wyoming Downtown Development Authority
- 15) Resolutions**
 - e) To Approve an Application by the Community Enrichment Commission of the City of Wyoming for a Permit for Discharge of Fireworks

- f) To Authorize the Mayor and City Clerk to Execute an Employment Contract between the Wyoming City Employees Union and the City of Wyoming
- g) To Execute a Quit Claim Deed to the Kent County Land Bank Authority for Property at 3470 Division Avenue
- h) To Approve a Development Agreement with Wyoming Mall, LLC
- i) To Approve a Consent and Assumption of Risk Agreement with Wyoming Mall, LLC

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

- j) To Accept a Proposal from Priority Health for a Minimum Value Health Insurance Plan
- k) To Authorize the Mayor and City Clerk to Enter into a Purchase Order with Security Corporation
- l) To Reject the Bid Received for the Replacement of the Sanitary Sewer in 28th Street between Buchanan Avenue and Division Avenue
- m) To Reject the Bids Received for the Replacement of the Watermain in Buchanan Avenue between 28th Street and 32nd Street
- n) To Reject the Bid Received for the Installation of Diffuser Membranes in the Clean Water Plant's Aeration System
- o) To Accept a Quote to Provide Materials for the Aeration Basin Diffuser Replacement Project
- p) To Authorize the Purchase of Laboratory Supplies
- q) To Authorize the Purchase of Panasonic Toughbooks
- r) To Authorize the Purchase of Five Copiers/Scanners using the National Joint Powers Alliance (NJPA) Contract Pricing and to Authorize the Mayor and City Clerk to Execute the Maintenance Agreements
- s) For Award of Bid
 - 1. Cleaning and Disinfecting Services

17) Ordinances

- 9-16 To Amend Article VIII of Chapter 14 of the Code of the City of Wyoming (Health Clubs and Massage Establishments) (Final Reading)
- 10-16 To Add Article X to Chapter 50 of the Code of the City of Wyoming (Health Clubs and Massage Establishments) (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (Pending Litigation)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: June 20, 2016

Budget Amendment No. 056

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$3,604,581.60 of budgetary authority for additional funding for additional supplies, professional accounting services, leadership training, new hire advertising, tuition costs, grant related expenditures, administrative fees, bond refinancing, payoff costs and recognize associated grant revenues of \$18,416.60.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
District Court - District Court - Capital Outlay Equipment				
101-136-13600-984.000	50,596.77	13,316.60		63,913.37
State Grants - District Court Drunk Driving Caseload Assistance (Revenue)				
101-544.000	-	13,316.60		13,316.60
City Manager - City Manager - Office Supplies				
101-172-17200-727.000	6,800.00	3,100.00		9,900.00
City Manager - City Manager - Professional Services				
101-172-17200-801.000	92,830.00	30,000.00		122,830.00
City Manager - City Manager - Printing and Advertising				
101-172-17200-900.000	20,430.00	10,000.00		30,430.00
City Manager - City Manager - Other Services				
101-172-17200-956.000	23,550.00	10,000.00		33,550.00
Fund Balance/Working Capital (Fund 101)		-	53,100.00	
<u>Parks and Recreation Fund</u>				
Parks and Recreation - Parks and Recreation Administration - Administrative Fee				
208-752-75200-802.000	309,540.00	3,110.00		312,650.00
Parks and Recreation - Parks and Recreation Senior Center - Other Services Go Bus Tickets				
208-752-75800-956.200	22,475.48	2,300.00		24,775.48
AAA Transportation Fees (Revenue)				
208-636.000	9,342.48	2,300.00		11,642.48
Fund Balance/Working Capital (Fund 208)		-	3,110.00	
<u>Solid Waste Disposal Fund</u>				
Public Works - Administration - Administrative Fee Adm Alloc PW				
230-441-17500-802.003	37,104.00	31,785.00		68,889.00
Public Works - Administration - Administrative Fee Adm Alloc PW				
230-441-44300-956.000	495,300.00	2,800.00		498,100.00
Reimbursements (Revenue)				
230-676.000	-	2,800.00		2,800.00
Fund Balance/Working Capital (Fund 230)		-	31,785.00	

CITY OF WYOMING BUDGET AMENDMENT

Date: June 20, 2016

Budget Amendment No. 056

<u>Water Fund</u>			
Water Utility - Revenue Bonds - Professional Bonds Issuance			
591-591-92500-801.112	-	154,000.00	154,000.00
Water Utility - Revenue Bonds - Bond Payments 2006 Series			
591-591-92500-991.106	235,000.00	3,460,000.00	3,695,000.00
Water Utility - Revenue Bonds - Amortize Bond 2006 Expense			
591-591-92500-994.106	600.00	6,500.00	7,100.00
Water Utility - Revenue Bonds - Amortize Bond 2013 Refunding			
591-591-92500-994.113	-	770.00	770.00
Water Utility - Revenue Bonds - Amortize Bond 2016 Refunding			
591-591-92500-994.116	-	141,000.00	(141,000.00)
Water Utility - Revenue Bonds - Interest on Bonds 2006			
591-591-92500-995.106	147,800.00	7,700.00	155,500.00
Water Utility - Revenue Bonds - Interest on Bonds 2014			
591-591-92500-995.114	70,750.00	10,200.00	80,950.00
Fund Balance/Working Capital (Fund 591)		-	3,498,170.00

Recommended: Kate Baldwin
Accountant

Chris H.
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2015-2016 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 OF APPRECIATION TO DONALD CUMMINGS FOR HIS SERVICE AS A
MEMBER OF THE BOARD OF DIRECTORS OF THE ECONOMIC DEVELOPMENT
CORPORATION AND BROWNFIELD REDEVELOPMENT AUTHORITY
OF THE CITY OF WYOMING

WHEREAS:

1. Donald Cummings has served faithfully and effectively as a member of the Economic Development Corporation and Brownfield Redevelopment Authority since November 1, 2010.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Donald Cummings for his dedicated service as a member of the Economic Development Corporation and Brownfield Redevelopment Authority.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

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

WHEREAS:

1. The term of office for some members of the Historical Commission and Planning Commission expires on June 30, 2016.
2. It is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Historical Commission and the Planning Commission for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Historical Commission</u>	
Anne Kladder	06/30/2019
Tom Maas	06/30/2019
<u>Planning Commission</u>	
William Hegyi	06/30/2019
Sherrie Spencer	06/30/2019
Robert Goodheart	06/30/2019

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

 Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

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

WHEREAS:

1. Term of office for some members of various Boards, Commissions and Committees expires June 30, 2016.
2. It is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

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

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Building Authority</u> Heidi Isakson	06/30/2019
<u>Community Development Committee</u> Deborah Krenz Christopher Hall Jill DeJager	06/30/2018 06/30/2018 06/30/2018
<u>Community Enrichment Commission</u> Gary Bowman	06/30/2019
<u>Housing Board of Appeals</u> William Kerby	06/30/2021
<u>Parks & Recreation Commission</u> Robert Cook Kathryn DeYoung David Skinner, Jr. Lillian Cummings-Pulliams	06/30/2019 06/30/2019 06/30/2019 06/30/2019

06/20/16
Clerk/IJ

Zoning Board of Appeals

Matthew Buist

06/30/2019

David Meeter

06/30/2019

Ronald Palmer

06/30/2019

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 June 20, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF JEFF PAUZA
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE CITY OF WYOMING
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Jeff Pauza has submitted an application requesting appointment to the Downtown Development Authority for the City of Wyoming.
2. A vacancy exists in an unexpired term ending January 1, 2020 on the Downtown Development Authority.
3. Mayor Jack Poll has recommended that Jeff Pauza be appointed as a member of the Board of Directors of the City of Wyoming Downtown Development Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Jeff Pauza as a member of the Board of Directors of the City of Wyoming Downtown Development Authority for the unexpired term ending January 1, 2020.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

TO APPROVE AN APPLICATION BY THE
COMMUNITY ENRICHMENT COMMISSION OF THE CITY OF WYOMING
FOR A PERMIT FOR DISCHARGE OF FIREWORKS

WHEREAS:

1. The Fire Safety Act of 2011 requires that any permits issued under that act for the discharge of fireworks for a variety of purposes requires local legislative body approval.
2. The Community Enrichment Commission has made application to have a public display of fireworks, operated by licensed fireworks operator Melrose Pyrotechnics, Inc., following the Concerts in the Park event on June 28, 2016 at Lamar Park.
3. The Department of Public Safety has reviewed the application and recommends approval.
4. Section 34-109 of the Code of the City of Wyoming allows the City Council to establish a fee for a fireworks permit.

NOW, THEREFORE, BE IT RESOLVED:

1. The Application by the Community Enrichment Commission for a fireworks permit for June 30, 2015 at Lamar Park is approved.
2. The associated fireworks permit fee is waived.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Permit Application

Certificate of Insurance

Resolution No. _____

City of Wyoming, Michigan

SUPPLEMENT TO APPLICATION
FOR FIREWORKS OTHER THAN CONSUMER OR LOW IMPACT
Michigan DLARA – Bureau of Fire Services Form BFS-417 Rev. 09/2015

Name of Applicant:	WYOMING COMMUNITY ENRICHMENT COUNCIL
Address:	1155 28 TH ST SW PO BOX 905 WYOMING, MI 49509
Date of Event:	JUNE 28, 2016
Expected Attendance:	15,000

Application must be made 60 days prior to event to allow time for review, recommendation and approval by City Council.

- Completed Form BFS-417
- NA Permit Application Fee of \$300 payable to the City of Wyoming
- Photocopy of photo ID* of pyrotechnic operator owner and individual(s) who will discharge display. The operator or assistant who will discharge the display is subject to a Breathalyzer test by the Wyoming Police Department prior to the event. *IDs will be checked by Bill Aman on the date of the event.*
- Photocopy of pyrotechnic operator AFTE license
- Pyrotechnic operator's Certificate of Insurance, with the City of Wyoming, Michigan named as Additional Insured, in the following amounts and types:
See attached
- Scale drawing of the site where display will be held, showing discharge point, location of all buildings, streets, spectator viewing area(s), parking area(s) and location of overhead obstructions, if any.
- NA If applicable, written permission from the property owner for the date of the event.

I acknowledge that this permit application is complete and correct. I understand that incorrect or incomplete information could result in denial of the permit, and that the application fee is nonrefundable.

Signature of Applicant: _____

Title: _____

Organization, Company or Entity: _____

Date: _____

James L. Bowman

FIREWORKS EVENT LEAD

WYOMING COMMUNITY ENRICHMENT COUNCIL

05/18/16

If the permit is approved by the City Council, it will be provided to a Fire Department representative, who will deliver it to the operator and/or applicant at a required meeting to review plans for the event.

Fire Department Recommendation:

- Approval
- Denial

Signature: William J. Aman FI Date: 6-6-16

Police Department Recommendation:

- Approval
- Denial

Signature: James J. Curran Date: 6-6-16

City Council Action:

- Approval
- Denial

Signature: _____ Date: _____
City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2016

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: _____ PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): _____
	ADDRESS: _____	
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Indemnity Insurance Co.	NAIC # 10851
	INSURER B: Everest National Insurance Company	10120
	INSURER C: Travelers Indemnity Co	25658
	INSURER D: Maxum Indemnity Company	26743
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1423401983

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC	Y	SI8ML00042-161	1/15/2016	1/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CA00025-161	1/15/2016	1/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EXC6017975	1/15/2016	1/15/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	0323N491 (MI)	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

DISPLAY DATE: June 28, 2016

LOCATION: Lamar Park, Wyoming, MI

ADDITIONAL INSURED: City of Wyoming; Wyoming Community Enrichment Commission

Melrose shall defend, indemnify and hold harmless the City of Wyoming, the Wyoming Community Enrichment Commission, their officers, agents, members and employees from any liability incurred as a result of the negligence of Melrose, its employees or agents.

CERTIFICATE HOLDER**CANCELLATION**
 Wyoming Community Enrichment Commission
 P.O. Box 905
 Wyoming MI 49509

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN EMPLOYMENT CONTRACT BETWEEN THE WYOMING CITY EMPLOYEES UNION AND THE CITY OF WYOMING

WHEREAS:

- 1. The Employment Contract between the Wyoming City Employees Union and the City of Wyoming effective July 1, 2016 through June 30, 2021, was approved by the Wyoming City Employees Union.
- 2. It is recommended that the City Council approve said Contract.

NOW THEREFORE:

- 1. The City Council for the City of Wyoming does hereby approve the Employment Contract between the Wyoming City Employees Union and the City of Wyoming effective July 1, 2016 through June 30, 2021.
- 2. The City Council for the City of Wyoming does hereby authorize the Mayor and City Clerk to execute said Employment Contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

 Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Tentative Settlement Agreement
- Classification and Wage Schedules

**CITY OF WYOMING – TENTATIVE SETTLEMENT AGREEMENT BETWEEN THE
CITY OF WYOMING AND THE WYOMING CITY EMPLOYEES UNION**

All changes are subject to ratification by the Wyoming City Employees Union and approval by the City Council.

Date: May 18, 2016

1. Duration

July 1, 2016 through June 30, 2021 (five years)

2. Article 3 – Union Representation, Section 3 Committee Time Off (housekeeping issue)

Change the second paragraph in Section 3 as follows:

The Bargaining Committee shall be allowed time off with pay for all bargaining sessions. ~~The Executive Committee shall meet with pay with the Personnel Director once a month for one (1) hour.~~ Wherever possible, advance notice by each member of the ~~Executive~~ **Bargaining** Committee shall be given to the Department Head or Supervisor.

3. Article 3 – Union Representation, Section 6 Personnel Rules

Change Section 6 as follows:

Rules of Conduct will be posted in all departments. Such rules shall be applicable to all employees. As additional Rules of Conduct are formulated, copies of the proposed rules shall be given to and reviewed with the ~~Executive Committee of the Union~~ **Union President** prior to adoption and posting. After review by the Union, any additional Rules of Conduct may then be adopted by the Employer; however, reasonable application of said Rules remains subject to the filing of a grievance by the Union.

As departmental rules and regulations are proposed, copies of the proposed rules shall be given to the ~~Executive Committee of the Union~~ **President** and reviewed with the ~~Committee~~ **President** or designee prior to adoption and posting. No rules shall be inconsistent with the terms of this Contract.

4. Article 4 – Union Security and Checkoff –

Modify Article 4 by:

- Deleting Section 2.
- Modifying Section 3 to read as follows:

Section 3. Union Dues. ~~The Employer shall deduct the Union dues, or if not a Union member, the service fee equivalent to the Union dues as certified to the~~

~~Employer by the Treasurer of the Union. The Treasurer shall, prior to the deduction by the Employer, submit to the Employer an individual written authorization for such deduction signed by the employee, whether or not a member of the Union. The Employer shall deduct the Union dues of Union members as certified to the Employer by the Treasurer of the Union. The Treasurer shall, prior to the deduction by the Employer, submit to the Employer an individual written authorization for such deduction signed by the employee.~~ Any deduction shall be for the current pay period. Such individual written authorization may be revoked by the employee upon thirty (30) days written notice to the Director of Human Resources or upon termination of this Contract, whichever occurs first. ~~Upon completion of the initial probationary period, the new employee shall, as a condition of continued employment, pay the initiation fee to the Treasurer, if such an employee has decided to become a member of the Union.~~

- Modifying the checkoff authorization form by removing the reference to the “fair share representation fee.”

5. Article 11 – Sick Leave

At the end of Section 2 - Old Sick Leave Bank and the end of Section 3 – New Sick Leave Bank, add “**except for misconduct.**”

Add “**upon retirement, death, or termination of employment**” to Section 3 for clarification.

6. Article 12 – Disability Income Plan

Change the last sentence in Article 12 as follows (clarification):

Whenever an employee receives pay under this benefit, all benefits shall cease except seniority, life, and health, **dental, and vision** insurance.

7. Article 13 – Professional Medical or Dental Care

Delete the words “Effective January 1, 2013” and change to begin the sentence with “An.”

8. Article 14 – Bereavement

In Section C, correct reference of Subsection – change from (1) to (A).

9. Article 19 – Holidays, Section 4 Holiday Eligibility

Clarify this section by changing as follows:

Only full-time employees shall be eligible for holiday pay and must have worked on their regularly scheduled work day immediately preceding and immediately following the holiday, unless otherwise excused by the Employer **using an authorized accrued vacation day, sick day, or floating holiday.** For the purpose of computing overtime or holiday pay, an employee absent with pay as authorized by this Contract shall be

considered to have worked the normal shift during such absence. When a holiday falls within an employee's vacation period, said holiday shall not be counted as a day of vacation.

10. Article 20 – Insurance

Change various Sections of Article 20 as shown below:

Section 1. Medical. The Employer shall provide each employee and the employee's dependents with group health coverage which shall include the following:

- A. The benefits provided under the Employer's sponsored plan, which shall be at least those in effect July 1, ~~2012~~ **2016**.
- B. ~~Effective September 5, 2012, the prescription co-pay shall be \$10 for generic drugs, \$30 for name brand drugs.~~

~~Effective July 1, 2013, B. The prescription co-pay shall be \$10 for generic drugs, \$30 for preferred name brand drugs and \$60 for non-preferred name brand drugs.~~

Effective January 1, 2017, the prescription drug coverage shall change from an open formulary to a closed formulary.

Effective July 1, 2017, the prescription co-pay for specialty drugs shall be 20% of the cost with a maximum of \$100 per prescription per fill.

Effective July 1, 2018, The prescription co-pay shall be \$10 for generic drugs, \$40 for preferred name brand drugs, and \$70 for non-preferred name brand.

- C. **Effective July 1, 2016** the office visit co-pay shall be ~~\$10~~ **\$20**. Co-pays for using a specialist shall be ~~\$20~~ **\$30** (unless the specialist is the member's primary care physician in which case it shall be ~~\$10-\$20~~), ~~\$35~~ **\$40** for using an urgent care facility, ~~\$50~~ **\$100** for using a hospital emergency room visit (waived if admitted), and ~~\$50~~ **\$100** for imaging services (maximum two imaging co-pays per year).

Section 2. Employee Health Insurance Contribution. ~~Effective September 5, 2012,~~ Employees shall contribute twenty percent (20%) toward the cost of their premium for health insurance. The premium shall be that recommended by the Employer's Third Party Administrator (TPA) or insurer as applicable. The Employee contribution may be paid on a pre-tax basis through the Employer's Flex Plan (*this item addresses requirements of Public Act 152 of 2011*).

Section 5. Dental & Vision. The Employer shall provide each employee and the employee's dependents who are enrolled or eligible to be enrolled in the Employer's sponsored health plan with the dental and vision plan, of which benefits shall be at least those in effect July 1, ~~2012~~ **2016**.

Section 6. Coverage New Insurance Plan and Alternate Insurance Plan. The Employer shall have the right to change to other insurance carriers, or to cover the insurance itself, provided the coverage shall be generally equivalent to that listed above and provided the Bargaining Committee of the Union has the opportunity to review and

respond to any proposed change before the change is implemented. Any disagreements concerning such change will be subject to the grievance and arbitration procedure.

The Employer may offer alternative health plans, such as high deductible plans and health savings accounts, on a voluntary basis. The employee contribution for such plans may be less than the contribution for the current health plan.

The Employer may offer employees a buyout of retiree health insurance on a voluntary basis. (This will be in Article 28 under retiree health.)

If national health insurance is enacted during the term of this agreement, then health insurance may be opened for negotiation by the request of either party.

~~The Employer's contributions for any alternatives to the health insurance, such as HMO coverage, shall not exceed the Employer's contributions to the insurance premiums.~~

11. Article 20. Insurance (add a new Section 8) – Affordable Care Act

Add a new Section (8) to Article 20 as shown below:

Section 8. Affordable Care Act (new Section)

In the event it is determined that the City will become liable for any excise tax on health care coverage under the Affordable Care Act (“ACA”) (commonly known as the “Cadillac tax”), or for any similar tax, penalty or fine under the ACA, this Agreement shall immediately reopen on the subject of health care coverage and the parties shall immediately meet to bargain for the purpose of modifying the Agreement so as to eliminate all such taxes, penalties or fines for the City.

12. Article 23. Part-Time. Section 2. Part-Time Employment

Modify Article 23 by deleting Section 2A

13. Article 26. Section 1. Wages.

Replace current language with the following:

Wage increases shall be as follows:

- July 1, 2016: 2.75%
- July 1, 2017: 2.50%
- July 1, 2018: 2.25%
- July 1, 2019: 2.00%
- July 1, 2020: 1.50%

14. Article 27. Section 3. Other

Change Article 27. Section 3 as follows:

A. The pension provisions of the ~~Wyoming City Code~~ **Defined Benefit Plan and Defined Contribution Plan Documents** relating to bargaining unit members shall not be inconsistent with this collective bargaining contract.

~~B. An information booklet shall be furnished to all employees explaining the retirement system in plain language. The information in the pension booklet shall be updated within ninety (90) days of additions, deletions or any other changes or amendments~~

15. Article 28. Section 1. Retiree Health Insurance

Change Section 1, Subsection A (2) as follows:

After the retiree reaches age 60, the health care insurance or available employer-sponsored health care plans will be a fully paid life-time benefit for the retiree and spouse.

The following changes shall apply to the retiree health insurance benefit for employees who are eligible for the Defined Benefit Plan (Retiree Medical Trust) and who retire after July 1, 2017:

<u>Full Years of Service</u>	<u>Retiree Contribution</u>
Less than 10	Not vested, no DB retiree health benefit
10-14	30%
15-18	20%
19+	0%

~~provided that~~ All retirees and spouses who are eligible for Medicare (e.g. A & B) shall timely apply for such coverage, and the Employer's responsibility for Medicare-eligible retirees and spouses is limited to the cost of the Medicare supplement.

~~Provided, further, that any~~ An employee who is retired and is receiving or can receive Health Care Insurance or such other equivalent hospitalization plan from his or her employment or the employment of his or her spouse shall not be paid any monies toward Health Care Insurance or other sponsored plan elected by the retiree during such times that said spouse is or could be eligible or said employee is or could be eligible.

16. Article 28. Section 1 A1). Retiree Health Care Insurance

- 1) Until the retiree reaches age 60, the benefit will be \$15 per month (for employees who retire after July 1, 2009, the benefit will be \$20 per month) for each year of employment with the Employer not to exceed ~~twenty-five (25)~~ **thirty (30)** years, beginning with the date of retirement, but not before age 55 unless retired as disabled under the Wyoming Pension System.

17. Article 26. Section 4. Longevity Pay

Longevity Scale effective 7/1/2016:

5 years - \$600
10 years - \$700
15 years - \$800
20 years - \$900
25 years - \$1000

18. Article 21. Section 3A. Tool Allowance

Tool Allowance Scale effective 07/1/2016:

<u>Years of Service</u>	<u>Amount</u>
First Year	\$325
Second Year	\$500
Third Year	\$600

CLASSIFICATION AND SALARY SCHEDULE
GENERAL

July 1, 2016- 2.75% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY at 1976 hours		ANNUAL at 1976 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
10015	Account Clerk I (closed 10/21/13)	G 33	18.28	22.76	3,010.11	3,747.81	36,121	44,974
10016	Account Clerk II (closed 10/21/13)	G 41	20.00	24.75	3,293.33	4,075.50	39,520	48,906
10017	Account Clerk III (closed 10/21/13)	G 49	21.79	26.92	3,588.09	4,432.83	43,057	53,194
10018	Accounting Specialist I	G 37	19.12	23.78	3,148.43	3,915.77	37,781	46,989
10019	Accounting Specialist II	G 41	20.00	24.75	3,293.33	4,075.50	39,520	48,906
10020	Analytics Project Specialist	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10021	Asset Management Coordinator	G 71	27.55	33.35	4,536.57	5,491.63	54,439	65,900
10026	Automotive Mechanic II (closed 6/16/14)	G 41	20.00	24.75	3,293.33	4,075.50	39,520	48,906
10030	Bailiff	G 33	18.28	22.76	3,010.11	3,747.81	36,121	44,974
10330	Biosolids Operations Coordinator	G 59	24.32	29.76	4,004.69	4,900.48	48,056	58,806
10035	Building Inspector	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10036	Building Inspector II	G 71	27.55	33.35	4,536.57	5,491.63	54,439	65,900
10038	Building Maintenance Coordinator	G 47	21.37	26.31	3,518.93	4,332.38	42,227	51,989
10040	Building Maintenance Worker I	G 29	17.67	21.79	2,909.66	3,588.09	34,916	43,057
10041	Building Maintenance Worker II	G 37	19.12	23.78	3,148.43	3,915.77	37,781	46,989
10042	Building Maintenance Worker III	G 47	21.37	26.31	3,518.93	4,332.38	42,227	51,989
10045	Building Rehab. Specialist	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10058	Chemist	G 71	27.55	33.35	4,536.57	5,491.63	54,439	65,900
10037	Code Enforcement Inspector	G 53	22.76	27.98	3,747.81	4,607.37	44,974	55,288
10068	Community Dev. Coordinator	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10076	Crew Leader	G 47	21.37	26.31	3,518.93	4,332.38	42,227	51,989
10077	Crime Analyst	G 55	23.21	28.65	3,821.91	4,717.70	45,863	56,612
10078	Custodian	G 21	16.38	20.00	2,697.24	3,293.33	32,367	39,520
10083	Deputy Court Clerk	G 21	16.38	20.00	2,697.24	3,293.33	32,367	39,520
10085	Deputy Court Clerk I (closed 10/21/13)	G 21	16.38	20.00	2,697.24	3,293.33	32,367	39,520
10086	Deputy Court Clerk II (closed 10/21/13)	G 29	17.67	21.79	2,909.66	3,588.09	34,916	43,057
10087	Deputy Court Clerk III (closed 10/21/13)	G 37	19.12	23.78	3,148.43	3,915.77	37,781	46,989
10090	Electrical Inspector	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10095	Engineering Technician	G 53	22.76	27.98	3,747.81	4,607.37	44,974	55,288
10135	Environmental Services Inspector	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10130	Environmental Services Specialist	G 55	23.21	28.65	3,821.91	4,717.70	45,863	56,612
10100	Equipment Operator I	G 39	19.65	24.32	3,235.70	4,004.69	38,828	48,056
10105	Evidence Technician I	G 41	20.00	24.75	3,293.33	4,075.50	39,520	48,906
10106	Evidence Technician II	G 55	23.21	28.65	3,821.91	4,717.70	45,863	56,612
10107	Evidence Technician III	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10109	Fleet Maintenance Parts Specialist	G 03	12.94	13.99	2,130.79	2,303.69	25,569	27,644
10120	Fleet Services Apprentice	G 21	16.38	20.00	2,697.24	3,293.33	32,367	39,520
10122	Fleet Services Master Technician	G 49	21.79	26.92	3,588.09	4,432.83	43,057	53,194
10123	Fleet Services Senior Technician	G 41	20.00	24.75	3,293.33	4,075.50	39,520	48,906
10125	Fleet Services Utility Technician	G 29	17.67	21.79	2,909.66	3,588.09	34,916	43,057
10110	Hazard Inspector	G 21	16.38	20.00	2,697.24	3,293.33	32,367	39,520
10112	Housing Coordinator	G 37	19.12	23.78	3,148.43	3,915.77	37,781	46,989
10115	Housing Inspector	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10285	Information Technology Specialist I	G 55	23.21	28.65	3,821.91	4,717.70	45,863	56,612
10136	Information Technology Specialist II	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10286	Information Technology Specialist III	G 71	27.55	33.35	4,536.57	5,491.63	54,439	65,900
10140	Instrument Technician	G 55	23.21	28.65	3,821.91	4,717.70	45,863	56,612
10150	Laboratory Aide	G 29	17.67	21.79	2,909.66	3,588.09	34,916	43,057
10153	Laboratory Technician I	G 55	23.21	28.65	3,821.91	4,717.70	45,863	56,612
10154	Laboratory Technician II	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10160	Licensing Officer	G 49	21.79	26.92	3,588.09	4,432.83	43,057	53,194
10165	Loan and Grant Specialist	G 53	22.76	27.98	3,747.81	4,607.37	44,974	55,288

CLASSIFICATION AND SALARY SCHEDULE
GENERAL
July 1, 2016- 2.75% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY at 1976 hours		ANNUAL at 1976 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
10170	Maintenance Helper	G 21	16.38	20.00	2,697.24	3,293.33	32,367	39,520
10175	Maintenance I	G 29	17.67	21.79	2,909.66	3,588.09	34,916	43,057
10176	Maintenance II	G 33	18.28	22.76	3,010.11	3,747.81	36,121	44,974
10185	Maintenance Worker II	G 37	19.12	23.78	3,148.43	3,915.77	37,781	46,989
10201	Office Clerk II (closed 10/21/13)	G 21	16.38	20.00	2,697.24	3,293.33	32,367	39,520
10205	Office Specialist I	G 21	16.38	20.00	2,697.24	3,293.33	32,367	39,520
10206	Office Specialist II	G 37	19.12	23.78	3,148.43	3,915.77	37,781	46,989
10219	Parks & Facilities Technician I	G 37	19.12	23.78	3,148.43	3,915.77	37,781	46,989
10221	Parks & Facilities Technician II	G 43	20.40	25.26	3,359.20	4,159.48	40,310	49,914
10223	Parks & Facilities Technician III	G 47	21.37	26.31	3,518.93	4,332.38	42,227	51,989
10225	Plumbing &/or Mechanical Inspector	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10245	Probation Officer	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10250	Probation Officer (Chief)	G 71	27.55	33.35	4,536.57	5,491.63	54,439	65,900
10253	Property Compliance Analyst	G 71	27.55	33.35	4,536.57	5,491.63	54,439	65,900
10256	Property Examiner II	G 55	23.21	28.65	3,821.91	4,717.70	45,863	56,612
10257	Property Examiner III	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10260	Secretary (closed 10/21/13)	G 27	17.47	21.37	2,876.73	3,518.93	34,521	42,227
10263	Secretary II (closed 10/21/13)	G 41	20.00	24.75	3,293.33	4,075.50	39,520	48,906
10266	Section 8 Housing Coordinator (closed 10/21/13)	G 41	20.00	24.75	3,293.33	4,075.50	39,520	48,906
10269	Section 8 Family Self Sufficiency Admin.(closed 10/21/13)	G 41	20.00	24.75	3,293.33	4,075.50	39,520	48,906
10272	Senior Citizen Program Asst.	G 09	14.54	17.67	2,394.25	2,909.66	28,731	34,916
10281	Senior Crew Leader	G 55	23.21	28.65	3,821.91	4,717.70	45,863	56,612
10283	Senior Deputy Court Clerk	G 37	19.12	23.78	3,148.43	3,915.77	37,781	46,989
10284	Senior Engineering Technician	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10290	Tax Collector (closed 10/21/13)	G 53	22.76	27.98	3,747.81	4,607.37	44,974	55,288
10295	Traffic Maintenance I	G 29	17.67	21.79	2,909.66	3,588.09	34,916	43,057
10296	Traffic Maintenance II	G 33	18.28	22.76	3,010.11	3,747.81	36,121	44,974
10300	Traffic Maintenance Tech I	G 43	20.40	25.26	3,359.20	4,159.48	40,310	49,914
10301	Traffic Maintenance Tech II	G 55	23.21	28.65	3,821.91	4,717.70	45,863	56,612
10302	Traffic Maintenance Tech III	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10305	Treatment Plant Trainee	G 35	18.77	23.21	3,090.79	3,821.91	37,090	45,863
10320	Utility Maintenance I	G 45	20.92	25.81	3,444.83	4,250.05	41,338	51,001
10321	Utility Maintenance II	G 55	23.21	28.65	3,821.91	4,717.70	45,863	56,612
10322	Utility Maintenance III	G 63	25.26	30.96	4,159.48	5,098.08	49,914	61,177
10356	Utility Plant Operator I	G 45	20.92	25.81	3,444.83	4,250.05	41,338	51,001
10355	Utility Plant Operator II	G 59	24.32	29.76	4,004.69	4,900.48	48,056	58,806

CLASSIFICATION AND SALARY SCHEDULE
GENERAL
7/1/2016 - 2.75% Increase

HOURLY SCHEDULE - GENERAL The following steps shall constitute the basic hourly wage schedule of all general union employees of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F	G	H	I	J	K
G03	12.94					13.46					13.99
G05	13.99	14.27	14.54	14.81	15.06	15.37	15.69	16.03	16.38	16.71	17.03
G07	14.17	14.50	14.83	15.15	15.45	15.72	15.98	16.33	16.68	17.08	17.47
G09	14.54	14.81	15.06	15.37	15.69	16.03	16.38	16.71	17.03	17.34	17.67
G11	14.83	15.15	15.45	15.72	15.98	16.33	16.68	17.08	17.47	17.79	18.09
G13	15.06	15.37	15.69	16.03	16.38	16.71	17.03	17.34	17.67	17.96	18.28
G15	15.45	15.72	15.98	16.33	16.68	17.08	17.47	17.79	18.09	18.42	18.77
G17	15.69	16.03	16.38	16.71	17.03	17.34	17.67	17.96	18.28	18.70	19.12
G19	15.98	16.33	16.68	17.08	17.47	17.79	18.09	18.42	18.77	19.21	19.65
G21	16.38	16.71	17.03	17.34	17.67	17.96	18.28	18.70	19.12	19.56	20.00
G23	16.68	17.08	17.47	17.79	18.09	18.42	18.77	19.21	19.65	20.02	20.40
G25	17.03	17.34	17.67	17.96	18.28	18.70	19.12	19.56	20.00	20.46	20.92
G27	17.47	17.79	18.09	18.42	18.77	19.21	19.65	20.02	20.40	20.88	21.37
G29	17.67	17.96	18.28	18.70	19.12	19.56	20.00	20.46	20.92	21.36	21.79
G31	18.09	18.42	18.77	19.21	19.65	20.02	20.40	20.88	21.37	21.81	22.27
G33	18.28	18.70	19.12	19.56	20.00	20.46	20.92	21.36	21.79	22.28	22.76
G35	18.77	19.21	19.65	20.02	20.40	20.88	21.37	21.81	22.27	22.74	23.21
G37	19.12	19.56	20.00	20.46	20.92	21.36	21.79	22.28	22.76	23.27	23.78
G39	19.65	20.02	20.40	20.88	21.37	21.81	22.27	22.74	23.21	23.77	24.32
G41	20.00	20.46	20.92	21.36	21.79	22.28	22.76	23.27	23.78	24.26	24.75
G43	20.40	20.88	21.37	21.81	22.27	22.74	23.21	23.77	24.32	24.78	25.26
G45	20.92	21.36	21.79	22.28	22.76	23.27	23.78	24.26	24.75	25.28	25.81
G47	21.37	21.81	22.27	22.74	23.21	23.77	24.32	24.78	25.26	25.78	26.31
G49	21.79	22.28	22.76	23.27	23.78	24.26	24.75	25.28	25.81	26.37	26.92
G51	22.27	22.74	23.21	23.77	24.32	24.78	25.26	25.78	26.31	26.93	27.55
G53	22.76	23.27	23.78	24.26	24.75	25.28	25.81	26.37	26.92	27.45	27.98
G55	23.21	23.77	24.32	24.78	25.26	25.78	26.31	26.93	27.55	28.10	28.65
G57	23.78	24.26	24.75	25.28	25.81	26.37	26.92	27.45	27.98	28.76	29.56
G59	24.32	24.78	25.26	25.78	26.31	26.93	27.55	28.10	28.65	29.20	29.76
G61	24.75	25.28	25.81	26.37	26.92	27.45	27.98	28.76	29.56	29.94	30.35
G63	25.26	25.78	26.31	26.93	27.55	28.10	28.65	29.20	29.76	30.35	30.96
G65	25.81	26.37	26.92	27.45	27.98	28.76	29.56	29.94	30.35	30.90	31.45
G67	26.31	26.93	27.55	28.10	28.65	29.20	29.76	30.35	30.96	31.47	32.00
G69	26.92	27.45	27.98	28.76	29.56	29.94	30.35	30.90	31.45	32.01	32.58
G71	27.55	28.10	28.65	29.20	29.76	30.35	30.96	31.47	32.00	32.66	33.35
G73	27.98	28.76	29.56	29.94	30.35	30.90	31.45	32.01	32.58	33.27	33.97
G75	28.65	29.20	29.76	30.35	30.96	31.47	32.00	32.66	33.35	34.02	34.70
G77	29.56	29.94	30.35	30.90	31.45	32.01	32.58	33.27	33.97	34.63	35.28
G79	29.76	30.35	30.96	31.47	32.00	32.66	33.35	34.06	34.76	35.40	36.03
G81	30.35	30.90	31.45	32.01	32.58	33.27	33.97	34.63	35.28	36.01	36.75
G83	30.96	31.47	32.00	32.66	33.35	34.02	34.70	35.37	36.03	36.78	37.53
G85	31.45	32.01	32.58	33.27	33.97	34.63	35.28	36.01	36.75	37.59	38.42

CLASSIFICATION AND SALARY SCHEDULE
GENERAL
July 1, 2017- 2.5% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY at 1976 hours		ANNUAL at 1976 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
10015	Account Clerk I (closed 10/21/13)	G 33	18.74	23.33	3,085.85	3,841.67	37,030	46,100
10016	Account Clerk II (closed 10/21/13)	G 41	20.50	25.37	3,375.67	4,177.59	40,508	50,131
10017	Account Clerk III (closed 10/21/13)	G 49	22.33	27.59	3,677.01	4,543.15	44,124	54,518
10018	Accounting Specialist I	G 37	19.60	24.37	3,227.47	4,012.93	38,730	48,155
10019	Accounting Specialist II	G 41	20.50	25.37	3,375.67	4,177.59	40,508	50,131
10020	Analytics Project Specialist	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10021	Asset Management Coordinator	G 71	28.24	34.18	4,650.19	5,628.31	55,802	67,540
10026	Automotive Mechanic II (closed 6/16/14)	G 41	20.50	25.37	3,375.67	4,177.59	40,508	50,131
10030	Bailiff	G 33	18.74	23.33	3,085.85	3,841.67	37,030	46,100
10330	Biosolids Operations Coordinator	G 59	24.93	30.50	4,105.14	5,022.33	49,262	60,268
10035	Building Inspector	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10036	Building Inspector II	G 71	28.24	34.18	4,650.19	5,628.31	55,802	67,540
10038	Building Maintenance Coordinator	G 47	21.90	26.97	3,606.20	4,441.06	43,274	53,293
10040	Building Maintenance Worker I	G 29	18.11	22.33	2,982.11	3,677.01	35,785	44,124
10041	Building Maintenance Worker II	G 37	19.60	24.37	3,227.47	4,012.93	38,730	48,155
10042	Building Maintenance Worker III	G 47	21.90	26.97	3,606.20	4,441.06	43,274	53,293
10045	Building Rehab. Specialist	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10058	Chemist	G 71	28.24	34.18	4,650.19	5,628.31	55,802	67,540
10037	Code Enforcement Inspector	G 53	23.33	28.68	3,841.67	4,722.64	46,100	56,672
10068	Community Dev. Coordinator	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10076	Crew Leader	G 47	21.90	26.97	3,606.20	4,441.06	43,274	53,293
10077	Crime Analyst	G 55	23.79	29.37	3,917.42	4,836.26	47,009	58,035
10078	Custodian	G 21	16.79	20.50	2,764.75	3,375.67	33,177	40,508
10083	Deputy Court Clerk	G 21	16.79	20.50	2,764.75	3,375.67	33,177	40,508
10085	Deputy Court Clerk I (closed 10/21/13)	G 21	16.79	20.50	2,764.75	3,375.67	33,177	40,508
10086	Deputy Court Clerk II (closed 10/21/13)	G 29	18.11	22.33	2,982.11	3,677.01	35,785	44,124
10087	Deputy Court Clerk III (closed 10/21/13)	G 37	19.60	24.37	3,227.47	4,012.93	38,730	48,155
10090	Electrical Inspector	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10095	Engineering Technician	G 53	23.33	28.68	3,841.67	4,722.64	46,100	56,672
10135	Environmental Services Inspector	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10130	Environmental Services Specialist	G 55	23.79	29.37	3,917.42	4,836.26	47,009	58,035
10100	Equipment Operator I	G 39	20.14	24.93	3,316.39	4,105.14	39,797	49,262
10105	Evidence Technician I	G 41	20.50	25.37	3,375.67	4,177.59	40,508	50,131
10106	Evidence Technician II	G 55	23.79	29.37	3,917.42	4,836.26	47,009	58,035
10107	Evidence Technician III	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10109	Fleet Maintenance Parts Specialist	G 03	13.26	14.34	2,183.48	2,361.32	26,202	28,336
10120	Fleet Services Apprentice	G 21	16.79	20.50	2,764.75	3,375.67	33,177	40,508
10122	Fleet Services Master Technician	G 49	22.33	27.59	3,677.01	4,543.15	44,124	54,518
10123	Fleet Services Senior Technician	G 41	20.50	25.37	3,375.67	4,177.59	40,508	50,131
10125	Fleet Services Utility Technician	G 29	18.11	22.33	2,982.11	3,677.01	35,785	44,124
10110	Hazard Inspector	G 21	16.79	20.50	2,764.75	3,375.67	33,177	40,508
10112	Housing Coordinator	G 37	19.60	24.37	3,227.47	4,012.93	38,730	48,155
10115	Housing Inspector	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10285	Information Technology Specialist I	G 55	23.79	29.37	3,917.42	4,836.26	47,009	58,035
10136	Information Technology Specialist II	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10286	Information Technology Specialist III	G 71	28.24	34.18	4,650.19	5,628.31	55,802	67,540
10140	Instrument Technician	G 55	23.79	29.37	3,917.42	4,836.26	47,009	58,035
10150	Laboratory Aide	G 29	18.11	22.33	2,982.11	3,677.01	35,785	44,124
10153	Laboratory Technician I	G 55	23.79	29.37	3,917.42	4,836.26	47,009	58,035
10154	Laboratory Technician II	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10160	Licensing Officer	G 49	22.33	27.59	3,677.01	4,543.15	44,124	54,518
10165	Loan and Grant Specialist	G 53	23.33	28.68	3,841.67	4,722.64	46,100	56,672

CLASSIFICATION AND SALARY SCHEDULE
GENERAL
July 1, 2017- 2.5% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY at 1976 hours		ANNUAL at 1976 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
10170	Maintenance Helper	G 21	16.79	20.50	2,764.75	3,375.67	33,177	40,508
10175	Maintenance I	G 29	18.11	22.33	2,982.11	3,677.01	35,785	44,124
10176	Maintenance II	G 33	18.74	23.33	3,085.85	3,841.67	37,030	46,100
10185	Maintenance Worker II	G 37	19.60	24.37	3,227.47	4,012.93	38,730	48,155
10201	Office Clerk II (closed 10/21/13)	G 21	16.79	20.50	2,764.75	3,375.67	33,177	40,508
10205	Office Specialist I	G 21	16.79	20.50	2,764.75	3,375.67	33,177	40,508
10206	Office Specialist II	G 37	19.60	24.37	3,227.47	4,012.93	38,730	48,155
10219	Parks & Facilities Technician I	G 37	19.60	24.37	3,227.47	4,012.93	38,730	48,155
10221	Parks & Facilities Technician II	G 43	20.91	25.89	3,443.18	4,263.22	41,318	51,159
10223	Parks & Facilities Technician III	G 47	21.90	26.97	3,606.20	4,441.06	43,274	53,293
10225	Plumbing &/or Mechanical Inspector	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10245	Probation Officer	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10250	Probation Officer (Chief)	G 71	28.24	34.18	4,650.19	5,628.31	55,802	67,540
10253	Property Compliance Analyst	G 71	28.24	34.18	4,650.19	5,628.31	55,802	67,540
10256	Property Examiner II	G 55	23.79	29.37	3,917.42	4,836.26	47,009	58,035
10257	Property Examiner III	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10260	Secretary (closed 10/21/13)	G 27	17.91	21.90	2,949.18	3,606.20	35,390	43,274
10263	Secretary II (closed 10/21/13)	G 41	20.50	25.37	3,375.67	4,177.59	40,508	50,131
10266	Section 8 Housing Coordinator (closed 10/21/13)	G 41	20.50	25.37	3,375.67	4,177.59	40,508	50,131
10269	Section 8 Family Self Sufficiency Admin.(closed 10/21/13)	G 41	20.50	25.37	3,375.67	4,177.59	40,508	50,131
10272	Senior Citizen Program Asst.	G 09	14.90	18.11	2,453.53	2,982.11	29,442	35,785
10281	Senior Crew Leader	G 55	23.79	29.37	3,917.42	4,836.26	47,009	58,035
10283	Senior Deputy Court Clerk	G 37	19.60	24.37	3,227.47	4,012.93	38,730	48,155
10284	Senior Engineering Technician	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10290	Tax Collector (closed 10/21/13)	G 53	23.33	28.68	3,841.67	4,722.64	46,100	56,672
10295	Traffic Maintenance I	G 29	18.11	22.33	2,982.11	3,677.01	35,785	44,124
10296	Traffic Maintenance II	G 33	18.74	23.33	3,085.85	3,841.67	37,030	46,100
10300	Traffic Maintenance Tech I	G 43	20.91	25.89	3,443.18	4,263.22	41,318	51,159
10301	Traffic Maintenance Tech II	G 55	23.79	29.37	3,917.42	4,836.26	47,009	58,035
10302	Traffic Maintenance Tech III	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10305	Treatment Plant Trainee	G 35	19.24	23.79	3,168.19	3,917.42	38,018	47,009
10320	Utility Maintenance I	G 45	21.44	26.46	3,530.45	4,357.08	42,365	52,285
10321	Utility Maintenance II	G 55	23.79	29.37	3,917.42	4,836.26	47,009	58,035
10322	Utility Maintenance III	G 63	25.89	31.73	4,263.22	5,224.87	51,159	62,698
10356	Utility Plant Operator I	G 45	21.44	26.46	3,530.45	4,357.08	42,365	52,285
10355	Utility Plant Operator II	G 59	24.93	30.50	4,105.14	5,022.33	49,262	60,268

CLASSIFICATION AND SALARY SCHEDULE
GENERAL

7/1/2017 - 2.5% Increase

HOURLY SCHEDULE - GENERAL The following steps shall constitute the basic hourly wage schedule of all general union employees of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F	G	H	I	J	K
G03	13.26					13.80					14.34
G05	14.34	14.63	14.90	15.18	15.44	15.75	16.08	16.43	16.79	17.13	17.46
G07	14.52	14.86	15.20	15.53	15.84	16.11	16.38	16.74	17.10	17.51	17.91
G09	14.90	15.18	15.44	15.75	16.08	16.43	16.79	17.13	17.46	17.77	18.11
G11	15.20	15.53	15.84	16.11	16.38	16.74	17.10	17.51	17.91	18.23	18.54
G13	15.44	15.75	16.08	16.43	16.79	17.13	17.46	17.77	18.11	18.41	18.74
G15	15.84	16.11	16.38	16.74	17.10	17.51	17.91	18.23	18.54	18.88	19.24
G17	16.08	16.43	16.79	17.13	17.46	17.77	18.11	18.41	18.74	19.17	19.60
G19	16.38	16.74	17.10	17.51	17.91	18.23	18.54	18.88	19.24	19.69	20.14
G21	16.79	17.13	17.46	17.77	18.11	18.41	18.74	19.17	19.60	20.05	20.50
G23	17.10	17.51	17.91	18.23	18.54	18.88	19.24	19.69	20.14	20.52	20.91
G25	17.46	17.77	18.11	18.41	18.74	19.17	19.60	20.05	20.50	20.97	21.44
G27	17.91	18.23	18.54	18.88	19.24	19.69	20.14	20.52	20.91	21.40	21.90
G29	18.11	18.41	18.74	19.17	19.60	20.05	20.50	20.97	21.44	21.89	22.33
G31	18.54	18.88	19.24	19.69	20.14	20.52	20.91	21.40	21.90	22.36	22.83
G33	18.74	19.17	19.60	20.05	20.50	20.97	21.44	21.89	22.33	22.84	23.33
G35	19.24	19.69	20.14	20.52	20.91	21.40	21.90	22.36	22.83	23.31	23.79
G37	19.60	20.05	20.50	20.97	21.44	21.89	22.33	22.84	23.33	23.85	24.37
G39	20.14	20.52	20.91	21.40	21.90	22.36	22.83	23.31	23.79	24.36	24.93
G41	20.50	20.97	21.44	21.89	22.33	22.84	23.33	23.85	24.37	24.87	25.37
G43	20.91	21.40	21.90	22.36	22.83	23.31	23.79	24.36	24.93	25.40	25.89
G45	21.44	21.89	22.33	22.84	23.33	23.85	24.37	24.87	25.37	25.91	26.46
G47	21.90	22.36	22.83	23.31	23.79	24.36	24.93	25.40	25.89	26.42	26.97
G49	22.33	22.84	23.33	23.85	24.37	24.87	25.37	25.91	26.46	27.03	27.59
G51	22.83	23.31	23.79	24.36	24.93	25.40	25.89	26.42	26.97	27.60	28.24
G53	23.33	23.85	24.37	24.87	25.37	25.91	26.46	27.03	27.59	28.14	28.68
G55	23.79	24.36	24.93	25.40	25.89	26.42	26.97	27.60	28.24	28.80	29.37
G57	24.37	24.87	25.37	25.91	26.46	27.03	27.59	28.14	28.68	29.48	30.30
G59	24.93	25.40	25.89	26.42	26.97	27.60	28.24	28.80	29.37	29.93	30.50
G61	25.37	25.91	26.46	27.03	27.59	28.14	28.68	29.48	30.30	30.69	31.11
G63	25.89	26.42	26.97	27.60	28.24	28.80	29.37	29.93	30.50	31.11	31.73
G65	26.46	27.03	27.59	28.14	28.68	29.48	30.30	30.69	31.11	31.67	32.24
G67	26.97	27.60	28.24	28.80	29.37	29.93	30.50	31.11	31.73	32.26	32.80
G69	27.59	28.14	28.68	29.48	30.30	30.69	31.11	31.67	32.24	32.81	33.39
G71	28.24	28.80	29.37	29.93	30.50	31.11	31.73	32.26	32.80	33.48	34.18
G73	28.68	29.48	30.30	30.69	31.11	31.67	32.24	32.81	33.39	34.10	34.82
G75	29.37	29.93	30.50	31.11	31.73	32.26	32.80	33.48	34.18	34.87	35.57
G77	30.30	30.69	31.11	31.67	32.24	32.81	33.39	34.10	34.82	35.50	36.16
G79	30.50	31.11	31.73	32.26	32.80	33.48	34.18	34.91	35.63	36.29	36.93
G81	31.11	31.67	32.24	32.81	33.39	34.10	34.82	35.50	36.16	36.91	37.67
G83	31.73	32.26	32.80	33.48	34.18	34.87	35.57	36.25	36.93	37.70	38.47
G85	32.24	32.81	33.39	34.10	34.82	35.50	36.16	36.91	37.67	38.53	39.38

CLASSIFICATION AND SALARY SCHEDULE
GENERAL
July 1, 2018- 2.25% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY at 1976 hours		ANNUAL at 1976 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
10015	Account Clerk I (closed 10/21/13)	G 33	19.16	23.85	3,155.01	3,927.30	37,860	47,128
10016	Account Clerk II (closed 10/21/13)	G 41	20.96	25.94	3,451.41	4,271.45	41,417	51,257
10017	Account Clerk III (closed 10/21/13)	G 49	22.83	28.21	3,759.34	4,645.25	45,112	55,743
10018	Accounting Specialist I	G 37	20.04	24.92	3,299.92	4,103.49	39,599	49,242
10019	Accounting Specialist II	G 41	20.96	25.94	3,451.41	4,271.45	41,417	51,257
10020	Analytics Project Specialist	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10021	Asset Management Coordinator	G 71	28.88	34.95	4,755.57	5,755.10	57,067	69,061
10026	Automotive Mechanic II (closed 6/16/14)	G 41	20.96	25.94	3,451.41	4,271.45	41,417	51,257
10030	Bailiff	G 33	19.16	23.85	3,155.01	3,927.30	37,860	47,128
10330	Biosolids Operations Coordinator	G 59	25.49	31.19	4,197.35	5,135.95	50,368	61,631
10035	Building Inspector	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10036	Building Inspector II	G 71	28.88	34.95	4,755.57	5,755.10	57,067	69,061
10038	Building Maintenance Coordinator	G 47	22.39	27.58	3,686.89	4,541.51	44,243	54,498
10040	Building Maintenance Worker I	G 29	18.52	22.83	3,049.63	3,759.34	36,596	45,112
10041	Building Maintenance Worker II	G 37	20.04	24.92	3,299.92	4,103.49	39,599	49,242
10042	Building Maintenance Worker III	G 47	22.39	27.58	3,686.89	4,541.51	44,243	54,498
10045	Building Rehab. Specialist	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10058	Chemist	G 71	28.88	34.95	4,755.57	5,755.10	57,067	69,061
10037	Code Enforcement Inspector	G 53	23.85	29.33	3,927.30	4,829.67	47,128	57,956
10068	Community Dev. Coordinator	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10076	Crew Leader	G 47	22.39	27.58	3,686.89	4,541.51	44,243	54,498
10077	Crime Analyst	G 55	24.33	30.03	4,006.34	4,944.94	48,076	59,339
10078	Custodian	G 21	17.17	20.96	2,827.33	3,451.41	33,928	41,417
10083	Deputy Court Clerk	G 21	17.17	20.96	2,827.33	3,451.41	33,928	41,417
10085	Deputy Court Clerk I (closed 10/21/13)	G 21	17.17	20.96	2,827.33	3,451.41	33,928	41,417
10086	Deputy Court Clerk II (closed 10/21/13)	G 29	18.52	22.83	3,049.63	3,759.34	36,596	45,112
10087	Deputy Court Clerk III (closed 10/21/13)	G 37	20.04	24.92	3,299.92	4,103.49	39,599	49,242
10090	Electrical Inspector	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10095	Engineering Technician	G 53	23.85	29.33	3,927.30	4,829.67	47,128	57,956
10135	Environmental Services Inspector	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10130	Environmental Services Specialist	G 55	24.33	30.03	4,006.34	4,944.94	48,076	59,339
10100	Equipment Operator I	G 39	20.59	25.49	3,390.49	4,197.35	40,686	50,368
10105	Evidence Technician I	G 41	20.96	25.94	3,451.41	4,271.45	41,417	51,257
10106	Evidence Technician II	G 55	24.33	30.03	4,006.34	4,944.94	48,076	59,339
10107	Evidence Technician III	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10109	Fleet Maintenance Parts Specialist	G 03	13.56	14.66	2,232.88	2,414.01	26,795	28,968
10120	Fleet Services Apprentice	G 21	17.17	20.96	2,827.33	3,451.41	33,928	41,417
10122	Fleet Services Master Technician	G 49	22.83	28.21	3,759.34	4,645.25	45,112	55,743
10123	Fleet Services Senior Technician	G 41	20.96	25.94	3,451.41	4,271.45	41,417	51,257
10125	Fleet Services Utility Technician	G 29	18.52	22.83	3,049.63	3,759.34	36,596	45,112
10110	Hazard Inspector	G 21	17.17	20.96	2,827.33	3,451.41	33,928	41,417
10112	Housing Coordinator	G 37	20.04	24.92	3,299.92	4,103.49	39,599	49,242
10115	Housing Inspector	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10285	Information Technology Specialist I	G 55	24.33	30.03	4,006.34	4,944.94	48,076	59,339
10136	Information Technology Specialist II	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10286	Information Technology Specialist III	G 71	28.88	34.95	4,755.57	5,755.10	57,067	69,061
10140	Instrument Technician	G 55	24.33	30.03	4,006.34	4,944.94	48,076	59,339
10150	Laboratory Aide	G 29	18.52	22.83	3,049.63	3,759.34	36,596	45,112
10153	Laboratory Technician I	G 55	24.33	30.03	4,006.34	4,944.94	48,076	59,339
10154	Laboratory Technician II	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10160	Licensing Officer	G 49	22.83	28.21	3,759.34	4,645.25	45,112	55,743
10165	Loan and Grant Specialist	G 53	23.85	29.33	3,927.30	4,829.67	47,128	57,956

CLASSIFICATION AND SALARY SCHEDULE
GENERAL
July 1, 2018- 2.25% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY at 1976 hours		ANNUAL at 1976 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
10170	Maintenance Helper	G 21	17.17	20.96	2,827.33	3,451.41	33,928	41,417
10175	Maintenance I	G 29	18.52	22.83	3,049.63	3,759.34	36,596	45,112
10176	Maintenance II	G 33	19.16	23.85	3,155.01	3,927.30	37,860	47,128
10185	Maintenance Worker II	G 37	20.04	24.92	3,299.92	4,103.49	39,599	49,242
10201	Office Clerk II (closed 10/21/13)	G 21	17.17	20.96	2,827.33	3,451.41	33,928	41,417
10205	Office Specialist I	G 21	17.17	20.96	2,827.33	3,451.41	33,928	41,417
10206	Office Specialist II	G 37	20.04	24.92	3,299.92	4,103.49	39,599	49,242
10219	Parks & Facilities Technician I	G 37	20.04	24.92	3,299.92	4,103.49	39,599	49,242
10221	Parks & Facilities Technician II	G 43	21.38	26.47	3,520.57	4,358.73	42,247	52,305
10223	Parks & Facilities Technician III	G 47	22.39	27.58	3,686.89	4,541.51	44,243	54,498
10225	Plumbing &/or Mechanical Inspector	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10245	Probation Officer	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10250	Probation Officer (Chief)	G 71	28.88	34.95	4,755.57	5,755.10	57,067	69,061
10253	Property Compliance Analyst	G 71	28.88	34.95	4,755.57	5,755.10	57,067	69,061
10256	Property Examiner II	G 55	24.33	30.03	4,006.34	4,944.94	48,076	59,339
10257	Property Examiner III	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10260	Secretary (closed 10/21/13)	G 27	18.31	22.39	3,015.05	3,686.89	36,181	44,243
10263	Secretary II (closed 10/21/13)	G 41	20.96	25.94	3,451.41	4,271.45	41,417	51,257
10266	Section 8 Housing Coordinator (closed 10/21/13)	G 41	20.96	25.94	3,451.41	4,271.45	41,417	51,257
10269	Section 8 Family Self Sufficiency Admin.(closed 10/21/13)	G 41	20.96	25.94	3,451.41	4,271.45	41,417	51,257
10272	Senior Citizen Program Asst.	G 09	15.24	18.52	2,509.52	3,049.63	30,114	36,596
10281	Senior Crew Leader	G 55	24.33	30.03	4,006.34	4,944.94	48,076	59,339
10283	Senior Deputy Court Clerk	G 37	20.04	24.92	3,299.92	4,103.49	39,599	49,242
10284	Senior Engineering Technician	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10290	Tax Collector (closed 10/21/13)	G 53	23.85	29.33	3,927.30	4,829.67	47,128	57,956
10295	Traffic Maintenance I	G 29	18.52	22.83	3,049.63	3,759.34	36,596	45,112
10296	Traffic Maintenance II	G 33	19.16	23.85	3,155.01	3,927.30	37,860	47,128
10300	Traffic Maintenance Tech I	G 43	21.38	26.47	3,520.57	4,358.73	42,247	52,305
10301	Traffic Maintenance Tech II	G 55	24.33	30.03	4,006.34	4,944.94	48,076	59,339
10302	Traffic Maintenance Tech III	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10305	Treatment Plant Trainee	G 35	19.67	24.33	3,238.99	4,006.34	38,868	48,076
10320	Utility Maintenance I	G 45	21.92	27.06	3,609.49	4,455.88	43,314	53,471
10321	Utility Maintenance II	G 55	24.33	30.03	4,006.34	4,944.94	48,076	59,339
10322	Utility Maintenance III	G 63	26.47	32.44	4,358.73	5,341.79	52,305	64,101
10356	Utility Plant Operator I	G 45	21.92	27.06	3,609.49	4,455.88	43,314	53,471
10355	Utility Plant Operator II	G 59	25.49	31.19	4,197.35	5,135.95	50,368	61,631

CLASSIFICATION AND SALARY SCHEDULE
GENERAL
7/1/2018 - 2.25% Increase

HOURLY SCHEDULE - GENERAL The following steps shall constitute the basic hourly wage schedule of all general union employees of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F	G	H	I	J	K
G03	13.56					14.11					14.66
G05	14.66	14.96	15.24	15.52	15.79	16.10	16.44	16.80	17.17	17.52	17.85
G07	14.85	15.19	15.54	15.88	16.20	16.47	16.75	17.12	17.48	17.90	18.31
G09	15.24	15.52	15.79	16.10	16.44	16.80	17.17	17.52	17.85	18.17	18.52
G11	15.54	15.88	16.20	16.47	16.75	17.12	17.48	17.90	18.31	18.64	18.96
G13	15.79	16.10	16.44	16.80	17.17	17.52	17.85	18.17	18.52	18.82	19.16
G15	16.20	16.47	16.75	17.12	17.48	17.90	18.31	18.64	18.96	19.30	19.67
G17	16.44	16.80	17.17	17.52	17.85	18.17	18.52	18.82	19.16	19.60	20.04
G19	16.75	17.12	17.48	17.90	18.31	18.64	18.96	19.30	19.67	20.13	20.59
G21	17.17	17.52	17.85	18.17	18.52	18.82	19.16	19.60	20.04	20.50	20.96
G23	17.48	17.90	18.31	18.64	18.96	19.30	19.67	20.13	20.59	20.98	21.38
G25	17.85	18.17	18.52	18.82	19.16	19.60	20.04	20.50	20.96	21.44	21.92
G27	18.31	18.64	18.96	19.30	19.67	20.13	20.59	20.98	21.38	21.88	22.39
G29	18.52	18.82	19.16	19.60	20.04	20.50	20.96	21.44	21.92	22.38	22.83
G31	18.96	19.30	19.67	20.13	20.59	20.98	21.38	21.88	22.39	22.86	23.34
G33	19.16	19.60	20.04	20.50	20.96	21.44	21.92	22.38	22.83	23.35	23.85
G35	19.67	20.13	20.59	20.98	21.38	21.88	22.39	22.86	23.34	23.83	24.33
G37	20.04	20.50	20.96	21.44	21.92	22.38	22.83	23.35	23.85	24.39	24.92
G39	20.59	20.98	21.38	21.88	22.39	22.86	23.34	23.83	24.33	24.91	25.49
G41	20.96	21.44	21.92	22.38	22.83	23.35	23.85	24.39	24.92	25.43	25.94
G43	21.38	21.88	22.39	22.86	23.34	23.83	24.33	24.91	25.49	25.97	26.47
G45	21.92	22.38	22.83	23.35	23.85	24.39	24.92	25.43	25.94	26.49	27.06
G47	22.39	22.86	23.34	23.83	24.33	24.91	25.49	25.97	26.47	27.01	27.58
G49	22.83	23.35	23.85	24.39	24.92	25.43	25.94	26.49	27.06	27.64	28.21
G51	23.34	23.83	24.33	24.91	25.49	25.97	26.47	27.01	27.58	28.22	28.88
G53	23.85	24.39	24.92	25.43	25.94	26.49	27.06	27.64	28.21	28.77	29.33
G55	24.33	24.91	25.49	25.97	26.47	27.01	27.58	28.22	28.88	29.45	30.03
G57	24.92	25.43	25.94	26.49	27.06	27.64	28.21	28.77	29.33	30.14	30.98
G59	25.49	25.97	26.47	27.01	27.58	28.22	28.88	29.45	30.03	30.60	31.19
G61	25.94	26.49	27.06	27.64	28.21	28.77	29.33	30.14	30.98	31.38	31.81
G63	26.47	27.01	27.58	28.22	28.88	29.45	30.03	30.60	31.19	31.81	32.44
G65	27.06	27.64	28.21	28.77	29.33	30.14	30.98	31.38	31.81	32.38	32.97
G67	27.58	28.22	28.88	29.45	30.03	30.60	31.19	31.81	32.44	32.99	33.54
G69	28.21	28.77	29.33	30.14	30.98	31.38	31.81	32.38	32.97	33.55	34.14
G71	28.88	29.45	30.03	30.60	31.19	31.81	32.44	32.99	33.54	34.23	34.95
G73	29.33	30.14	30.98	31.38	31.81	32.38	32.97	33.55	34.14	34.87	35.60
G75	30.03	30.60	31.19	31.81	32.44	32.99	33.54	34.23	34.95	35.65	36.37
G77	30.98	31.38	31.81	32.38	32.97	33.55	34.14	34.87	35.60	36.30	36.97
G79	31.19	31.81	32.44	32.99	33.54	34.23	34.95	35.70	36.43	37.11	37.76
G81	31.81	32.38	32.97	33.55	34.14	34.87	35.60	36.30	36.97	37.74	38.52
G83	32.44	32.99	33.54	34.23	34.95	35.65	36.37	37.07	37.76	38.55	39.34
G85	32.97	33.55	34.14	34.87	35.60	36.30	36.97	37.74	38.52	39.40	40.27

CLASSIFICATION AND SALARY SCHEDULE
GENERAL
July 1, 2019- 2% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY at 1976 hours		ANNUAL at 1976 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
10015	Account Clerk I (closed 10/21/13)	G 33	19.54	24.33	3,217.59	4,006.34	38,611	48,076
10016	Account Clerk II (closed 10/21/13)	G 41	21.38	26.46	3,520.57	4,357.08	42,247	52,285
10017	Account Clerk III (closed 10/21/13)	G 49	23.29	28.77	3,835.09	4,737.46	46,021	56,850
10018	Accounting Specialist I	G 37	20.44	25.42	3,365.79	4,185.83	40,389	50,230
10019	Accounting Specialist II	G 41	21.38	26.46	3,520.57	4,357.08	42,247	52,285
10020	Analytics Project Specialist	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10021	Asset Management Coordinator	G 71	29.46	35.65	4,851.08	5,870.37	58,213	70,444
10026	Automotive Mechanic II (closed 6/16/14)	G 41	21.38	26.46	3,520.57	4,357.08	42,247	52,285
10030	Bailiff	G 33	19.54	24.33	3,217.59	4,006.34	38,611	48,076
10330	Biosolids Operations Coordinator	G 59	26.00	31.81	4,281.33	5,238.05	51,376	62,857
10035	Building Inspector	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10036	Building Inspector II	G 71	29.46	35.65	4,851.08	5,870.37	58,213	70,444
10038	Building Maintenance Coordinator	G 47	22.84	28.13	3,760.99	4,632.07	45,132	55,585
10040	Building Maintenance Worker I	G 29	18.89	23.29	3,110.55	3,835.09	37,327	46,021
10041	Building Maintenance Worker II	G 37	20.44	25.42	3,365.79	4,185.83	40,389	50,230
10042	Building Maintenance Worker III	G 47	22.84	28.13	3,760.99	4,632.07	45,132	55,585
10045	Building Rehab. Specialist	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10058	Chemist	G 71	29.46	35.65	4,851.08	5,870.37	58,213	70,444
10037	Code Enforcement Inspector	G 53	24.33	29.92	4,006.34	4,926.83	48,076	59,122
10068	Community Dev. Coordinator	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10076	Crew Leader	G 47	22.84	28.13	3,760.99	4,632.07	45,132	55,585
10077	Crime Analyst	G 55	24.82	30.63	4,087.03	5,043.74	49,044	60,525
10078	Custodian	G 21	17.51	21.38	2,883.31	3,520.57	34,600	42,247
10083	Deputy Court Clerk	G 21	17.51	21.38	2,883.31	3,520.57	34,600	42,247
10085	Deputy Court Clerk I (closed 10/21/13)	G 21	17.51	21.38	2,883.31	3,520.57	34,600	42,247
10086	Deputy Court Clerk II (closed 10/21/13)	G 29	18.89	23.29	3,110.55	3,835.09	37,327	46,021
10087	Deputy Court Clerk III (closed 10/21/13)	G 37	20.44	25.42	3,365.79	4,185.83	40,389	50,230
10090	Electrical Inspector	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10095	Engineering Technician	G 53	24.33	29.92	4,006.34	4,926.83	48,076	59,122
10135	Environmental Services Inspector	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10130	Environmental Services Specialist	G 55	24.82	30.63	4,087.03	5,043.74	49,044	60,525
10100	Equipment Operator I	G 39	21.00	26.00	3,458.00	4,281.33	41,496	51,376
10105	Evidence Technician I	G 41	21.38	26.46	3,520.57	4,357.08	42,247	52,285
10106	Evidence Technician II	G 55	24.82	30.63	4,087.03	5,043.74	49,044	60,525
10107	Evidence Technician III	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10109	Fleet Maintenance Parts Specialist	G 03	13.83	14.95	2,277.34	2,461.77	27,328	29,541
10120	Fleet Services Apprentice	G 21	17.51	21.38	2,883.31	3,520.57	34,600	42,247
10122	Fleet Services Master Technician	G 49	23.29	28.77	3,835.09	4,737.46	46,021	56,850
10123	Fleet Services Senior Technician	G 41	21.38	26.46	3,520.57	4,357.08	42,247	52,285
10125	Fleet Services Utility Technician	G 29	18.89	23.29	3,110.55	3,835.09	37,327	46,021
10110	Hazard Inspector	G 21	17.51	21.38	2,883.31	3,520.57	34,600	42,247
10112	Housing Coordinator	G 37	20.44	25.42	3,365.79	4,185.83	40,389	50,230
10115	Housing Inspector	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10285	Information Technology Specialist I	G 55	24.82	30.63	4,087.03	5,043.74	49,044	60,525
10136	Information Technology Specialist II	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10286	Information Technology Specialist III	G 71	29.46	35.65	4,851.08	5,870.37	58,213	70,444
10140	Instrument Technician	G 55	24.82	30.63	4,087.03	5,043.74	49,044	60,525
10150	Laboratory Aide	G 29	18.89	23.29	3,110.55	3,835.09	37,327	46,021
10153	Laboratory Technician I	G 55	24.82	30.63	4,087.03	5,043.74	49,044	60,525
10154	Laboratory Technician II	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10160	Licensing Officer	G 49	23.29	28.77	3,835.09	4,737.46	46,021	56,850
10165	Loan and Grant Specialist	G 53	24.33	29.92	4,006.34	4,926.83	48,076	59,122

CLASSIFICATION AND SALARY SCHEDULE
GENERAL
July 1, 2019- 2% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY at 1976 hours		ANNUAL at 1976 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
10170	Maintenance Helper	G 21	17.51	21.38	2,883.31	3,520.57	34,600	42,247
10175	Maintenance I	G 29	18.89	23.29	3,110.55	3,835.09	37,327	46,021
10176	Maintenance II	G 33	19.54	24.33	3,217.59	4,006.34	38,611	48,076
10185	Maintenance Worker II	G 37	20.44	25.42	3,365.79	4,185.83	40,389	50,230
10201	Office Clerk II (closed 10/21/13)	G 21	17.51	21.38	2,883.31	3,520.57	34,600	42,247
10205	Office Specialist I	G 21	17.51	21.38	2,883.31	3,520.57	34,600	42,247
10206	Office Specialist II	G 37	20.44	25.42	3,365.79	4,185.83	40,389	50,230
10219	Parks & Facilities Technician I	G 37	20.44	25.42	3,365.79	4,185.83	40,389	50,230
10221	Parks & Facilities Technician II	G 43	21.81	27.00	3,591.38	4,446.00	43,097	53,352
10223	Parks & Facilities Technician III	G 47	22.84	28.13	3,760.99	4,632.07	45,132	55,585
10225	Plumbing &/or Mechanical Inspector	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10245	Probation Officer	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10250	Probation Officer (Chief)	G 71	29.46	35.65	4,851.08	5,870.37	58,213	70,444
10253	Property Compliance Analyst	G 71	29.46	35.65	4,851.08	5,870.37	58,213	70,444
10256	Property Examiner II	G 55	24.82	30.63	4,087.03	5,043.74	49,044	60,525
10257	Property Examiner III	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10260	Secretary (closed 10/21/13)	G 27	18.68	22.84	3,075.97	3,760.99	36,912	45,132
10263	Secretary II (closed 10/21/13)	G 41	21.38	26.46	3,520.57	4,357.08	42,247	52,285
10266	Section 8 Housing Coordinator (closed 10/21/13)	G 41	21.38	26.46	3,520.57	4,357.08	42,247	52,285
10269	Section 8 Family Self Sufficiency Admin.(closed 10/21/13)	G 41	21.38	26.46	3,520.57	4,357.08	42,247	52,285
10272	Senior Citizen Program Asst.	G 09	15.54	18.89	2,558.92	3,110.55	30,707	37,327
10281	Senior Crew Leader	G 55	24.82	30.63	4,087.03	5,043.74	49,044	60,525
10283	Senior Deputy Court Clerk	G 37	20.44	25.42	3,365.79	4,185.83	40,389	50,230
10284	Senior Engineering Technician	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10290	Tax Collector (closed 10/21/13)	G 53	24.33	29.92	4,006.34	4,926.83	48,076	59,122
10295	Traffic Maintenance I	G 29	18.89	23.29	3,110.55	3,835.09	37,327	46,021
10296	Traffic Maintenance II	G 33	19.54	24.33	3,217.59	4,006.34	38,611	48,076
10300	Traffic Maintenance Tech I	G 43	21.81	27.00	3,591.38	4,446.00	43,097	53,352
10301	Traffic Maintenance Tech II	G 55	24.82	30.63	4,087.03	5,043.74	49,044	60,525
10302	Traffic Maintenance Tech III	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10305	Treatment Plant Trainee	G 35	20.06	24.82	3,303.21	4,087.03	39,639	49,044
10320	Utility Maintenance I	G 45	22.36	27.60	3,681.95	4,544.80	44,183	54,538
10321	Utility Maintenance II	G 55	24.82	30.63	4,087.03	5,043.74	49,044	60,525
10322	Utility Maintenance III	G 63	27.00	33.09	4,446.00	5,448.82	53,352	65,386
10356	Utility Plant Operator I	G 45	22.36	27.60	3,681.95	4,544.80	44,183	54,538
10355	Utility Plant Operator II	G 59	26.00	31.81	4,281.33	5,238.05	51,376	62,857

CLASSIFICATION AND SALARY SCHEDULE
GENERAL
7/1/2019 - 2% Increase

HOURLY SCHEDULE - GENERAL The following steps shall constitute the basic hourly wage schedule of all general union employees of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F	G	H	I	J	K
G03	13.83					14.39					14.95
G05	14.95	15.26	15.54	15.83	16.11	16.42	16.77	17.14	17.51	17.87	18.21
G07	15.15	15.49	15.85	16.20	16.52	16.80	17.09	17.46	17.83	18.26	18.68
G09	15.54	15.83	16.11	16.42	16.77	17.14	17.51	17.87	18.21	18.53	18.89
G11	15.85	16.20	16.52	16.80	17.09	17.46	17.83	18.26	18.68	19.01	19.34
G13	16.11	16.42	16.77	17.14	17.51	17.87	18.21	18.53	18.89	19.20	19.54
G15	16.52	16.80	17.09	17.46	17.83	18.26	18.68	19.01	19.34	19.69	20.06
G17	16.77	17.14	17.51	17.87	18.21	18.53	18.89	19.20	19.54	19.99	20.44
G19	17.09	17.46	17.83	18.26	18.68	19.01	19.34	19.69	20.06	20.53	21.00
G21	17.51	17.87	18.21	18.53	18.89	19.20	19.54	19.99	20.44	20.91	21.38
G23	17.83	18.26	18.68	19.01	19.34	19.69	20.06	20.53	21.00	21.40	21.81
G25	18.21	18.53	18.89	19.20	19.54	19.99	20.44	20.91	21.38	21.87	22.36
G27	18.68	19.01	19.34	19.69	20.06	20.53	21.00	21.40	21.81	22.32	22.84
G29	18.89	19.20	19.54	19.99	20.44	20.91	21.38	21.87	22.36	22.83	23.29
G31	19.34	19.69	20.06	20.53	21.00	21.40	21.81	22.32	22.84	23.32	23.81
G33	19.54	19.99	20.44	20.91	21.38	21.87	22.36	22.83	23.29	23.82	24.33
G35	20.06	20.53	21.00	21.40	21.81	22.32	22.84	23.32	23.81	24.31	24.82
G37	20.44	20.91	21.38	21.87	22.36	22.83	23.29	23.82	24.33	24.88	25.42
G39	21.00	21.40	21.81	22.32	22.84	23.32	23.81	24.31	24.82	25.41	26.00
G41	21.38	21.87	22.36	22.83	23.29	23.82	24.33	24.88	25.42	25.94	26.46
G43	21.81	22.32	22.84	23.32	23.81	24.31	24.82	25.41	26.00	26.49	27.00
G45	22.36	22.83	23.29	23.82	24.33	24.88	25.42	25.94	26.46	27.02	27.60
G47	22.84	23.32	23.81	24.31	24.82	25.41	26.00	26.49	27.00	27.55	28.13
G49	23.29	23.82	24.33	24.88	25.42	25.94	26.46	27.02	27.60	28.19	28.77
G51	23.81	24.31	24.82	25.41	26.00	26.49	27.00	27.55	28.13	28.78	29.46
G53	24.33	24.88	25.42	25.94	26.46	27.02	27.60	28.19	28.77	29.35	29.92
G55	24.82	25.41	26.00	26.49	27.00	27.55	28.13	28.78	29.46	30.04	30.63
G57	25.42	25.94	26.46	27.02	27.60	28.19	28.77	29.35	29.92	30.74	31.60
G59	26.00	26.49	27.00	27.55	28.13	28.78	29.46	30.04	30.63	31.21	31.81
G61	26.46	27.02	27.60	28.19	28.77	29.35	29.92	30.74	31.60	32.01	32.45
G63	27.00	27.55	28.13	28.78	29.46	30.04	30.63	31.21	31.81	32.45	33.09
G65	27.60	28.19	28.77	29.35	29.92	30.74	31.60	32.01	32.45	33.03	33.63
G67	28.13	28.78	29.46	30.04	30.63	31.21	31.81	32.45	33.09	33.65	34.21
G69	28.77	29.35	29.92	30.74	31.60	32.01	32.45	33.03	33.63	34.22	34.82
G71	29.46	30.04	30.63	31.21	31.81	32.45	33.09	33.65	34.21	34.91	35.65
G73	29.92	30.74	31.60	32.01	32.45	33.03	33.63	34.22	34.82	35.57	36.31
G75	30.63	31.21	31.81	32.45	33.09	33.65	34.21	34.91	35.65	36.36	37.10
G77	31.60	32.01	32.45	33.03	33.63	34.22	34.82	35.57	36.31	37.03	37.71
G79	31.81	32.45	33.09	33.65	34.21	34.91	35.65	36.41	37.16	37.85	38.52
G81	32.45	33.03	33.63	34.22	34.82	35.57	36.31	37.03	37.71	38.49	39.29
G83	33.09	33.65	34.21	34.91	35.65	36.36	37.10	37.81	38.52	39.32	40.13
G85	33.63	34.22	34.82	35.57	36.31	37.03	37.71	38.49	39.29	40.19	41.08

CLASSIFICATION AND SALARY SCHEDULE

GENERAL

July 1, 2020- 1.5% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY at 1976 hours		ANNUAL at 1976 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
10015	Account Clerk I (closed 10/21/13)	G 33	19.83	24.69	3,265.34	4,065.62	39,184	48,787
10016	Account Clerk II (closed 10/21/13)	G 41	21.70	26.86	3,573.27	4,422.95	42,879	53,075
10017	Account Clerk III (closed 10/21/13)	G 49	23.64	29.20	3,892.72	4,808.27	46,713	57,699
10018	Accounting Specialist I	G 37	20.75	25.80	3,416.83	4,248.40	41,002	50,981
10019	Accounting Specialist II	G 41	21.70	26.86	3,573.27	4,422.95	42,879	53,075
10020	Analytics Project Specialist	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10021	Asset Management Coordinator	G 71	29.90	36.18	4,923.53	5,957.64	59,082	71,492
10026	Automotive Mechanic II (closed 6/16/14)	G 41	21.70	26.86	3,573.27	4,422.95	42,879	53,075
10030	Bailiff	G 33	19.83	24.69	3,265.34	4,065.62	39,184	48,787
10330	Biosolids Operations Coordinator	G 59	26.39	32.29	4,345.55	5,317.09	52,147	63,805
10035	Building Inspector	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10036	Building Inspector II	G 71	29.90	36.18	4,923.53	5,957.64	59,082	71,492
10038	Building Maintenance Coordinator	G 47	23.18	28.55	3,816.97	4,701.23	45,804	56,415
10040	Building Maintenance Worker I	G 29	19.17	23.64	3,156.66	3,892.72	37,880	46,713
10041	Building Maintenance Worker II	G 37	20.75	25.80	3,416.83	4,248.40	41,002	50,981
10042	Building Maintenance Worker III	G 47	23.18	28.55	3,816.97	4,701.23	45,804	56,415
10045	Building Rehab. Specialist	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10058	Chemist	G 71	29.90	36.18	4,923.53	5,957.64	59,082	71,492
10037	Code Enforcement Inspector	G 53	24.69	30.37	4,065.62	5,000.93	48,787	60,011
10068	Community Dev. Coordinator	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10076	Crew Leader	G 47	23.18	28.55	3,816.97	4,701.23	45,804	56,415
10077	Crime Analyst	G 55	25.19	31.09	4,147.95	5,119.49	49,775	61,434
10078	Custodian	G 21	17.77	21.70	2,926.13	3,573.27	35,114	42,879
10083	Deputy Court Clerk	G 21	17.77	21.70	2,926.13	3,573.27	35,114	42,879
10085	Deputy Court Clerk I (closed 10/21/13)	G 21	17.77	21.70	2,926.13	3,573.27	35,114	42,879
10086	Deputy Court Clerk II (closed 10/21/13)	G 29	19.17	23.64	3,156.66	3,892.72	37,880	46,713
10087	Deputy Court Clerk III (closed 10/21/13)	G 37	20.75	25.80	3,416.83	4,248.40	41,002	50,981
10090	Electrical Inspector	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10095	Engineering Technician	G 53	24.69	30.37	4,065.62	5,000.93	48,787	60,011
10135	Environmental Services Inspector	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10130	Environmental Services Specialist	G 55	25.19	31.09	4,147.95	5,119.49	49,775	61,434
10100	Equipment Operator I	G 39	21.32	26.39	3,510.69	4,345.55	42,128	52,147
10105	Evidence Technician I	G 41	21.70	26.86	3,573.27	4,422.95	42,879	53,075
10106	Evidence Technician II	G 55	25.19	31.09	4,147.95	5,119.49	49,775	61,434
10107	Evidence Technician III	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10109	Fleet Maintenance Parts Specialist	G 03	14.04	15.17	2,311.92	2,497.99	27,743	29,976
10120	Fleet Services Apprentice	G 21	17.77	21.70	2,926.13	3,573.27	35,114	42,879
10122	Fleet Services Master Technician	G 49	23.64	29.20	3,892.72	4,808.27	46,713	57,699
10123	Fleet Services Senior Technician	G 41	21.70	26.86	3,573.27	4,422.95	42,879	53,075
10125	Fleet Services Utility Technician	G 29	19.17	23.64	3,156.66	3,892.72	37,880	46,713
10110	Hazard Inspector	G 21	17.77	21.70	2,926.13	3,573.27	35,114	42,879
10112	Housing Coordinator	G 37	20.75	25.80	3,416.83	4,248.40	41,002	50,981
10115	Housing Inspector	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10285	Information Technology Specialist I	G 55	25.19	31.09	4,147.95	5,119.49	49,775	61,434
10136	Information Technology Specialist II	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10286	Information Technology Specialist III	G 71	29.90	36.18	4,923.53	5,957.64	59,082	71,492
10140	Instrument Technician	G 55	25.19	31.09	4,147.95	5,119.49	49,775	61,434
10150	Laboratory Aide	G 29	19.17	23.64	3,156.66	3,892.72	37,880	46,713
10153	Laboratory Technician I	G 55	25.19	31.09	4,147.95	5,119.49	49,775	61,434
10154	Laboratory Technician II	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10160	Licensing Officer	G 49	23.64	29.20	3,892.72	4,808.27	46,713	57,699
10165	Loan and Grant Specialist	G 53	24.69	30.37	4,065.62	5,000.93	48,787	60,011

CLASSIFICATION AND SALARY SCHEDULE
GENERAL
July 1, 2020- 1.5% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY at 1976 hours		ANNUAL at 1976 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
10170	Maintenance Helper	G 21	17.77	21.70	2,926.13	3,573.27	35,114	42,879
10175	Maintenance I	G 29	19.17	23.64	3,156.66	3,892.72	37,880	46,713
10176	Maintenance II	G 33	19.83	24.69	3,265.34	4,065.62	39,184	48,787
10185	Maintenance Worker II	G 37	20.75	25.80	3,416.83	4,248.40	41,002	50,981
10201	Office Clerk II (closed 10/21/13)	G 21	17.77	21.70	2,926.13	3,573.27	35,114	42,879
10205	Office Specialist I	G 21	17.77	21.70	2,926.13	3,573.27	35,114	42,879
10206	Office Specialist II	G 37	20.75	25.80	3,416.83	4,248.40	41,002	50,981
10219	Parks & Facilities Technician I	G 37	20.75	25.80	3,416.83	4,248.40	41,002	50,981
10221	Parks & Facilities Technician II	G 43	22.14	27.41	3,645.72	4,513.51	43,749	54,162
10223	Parks & Facilities Technician III	G 47	23.18	28.55	3,816.97	4,701.23	45,804	56,415
10225	Plumbing &/or Mechanical Inspector	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10245	Probation Officer	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10250	Probation Officer (Chief)	G 71	29.90	36.18	4,923.53	5,957.64	59,082	71,492
10253	Property Compliance Analyst	G 71	29.90	36.18	4,923.53	5,957.64	59,082	71,492
10256	Property Examiner II	G 55	25.19	31.09	4,147.95	5,119.49	49,775	61,434
10257	Property Examiner III	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10260	Secretary (closed 10/21/13)	G 27	18.96	23.18	3,122.08	3,816.97	37,465	45,804
10263	Secretary II (closed 10/21/13)	G 41	21.70	26.86	3,573.27	4,422.95	42,879	53,075
10266	Section 8 Housing Coordinator (closed 10/21/13)	G 41	21.70	26.86	3,573.27	4,422.95	42,879	53,075
10269	Section 8 Family Self Sufficiency Admin.(closed 10/21/13)	G 41	21.70	26.86	3,573.27	4,422.95	42,879	53,075
10272	Senior Citizen Program Asst.	G 09	15.77	19.17	2,596.79	3,156.66	31,162	37,880
10281	Senior Crew Leader	G 55	25.19	31.09	4,147.95	5,119.49	49,775	61,434
10283	Senior Deputy Court Clerk	G 37	20.75	25.80	3,416.83	4,248.40	41,002	50,981
10284	Senior Engineering Technician	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10290	Tax Collector (closed 10/21/13)	G 53	24.69	30.37	4,065.62	5,000.93	48,787	60,011
10295	Traffic Maintenance I	G 29	19.17	23.64	3,156.66	3,892.72	37,880	46,713
10296	Traffic Maintenance II	G 33	19.83	24.69	3,265.34	4,065.62	39,184	48,787
10300	Traffic Maintenance Tech I	G 43	22.14	27.41	3,645.72	4,513.51	43,749	54,162
10301	Traffic Maintenance Tech II	G 55	25.19	31.09	4,147.95	5,119.49	49,775	61,434
10302	Traffic Maintenance Tech III	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10305	Treatment Plant Trainee	G 35	20.36	25.19	3,352.61	4,147.95	40,231	49,775
10320	Utility Maintenance I	G 45	22.70	28.01	3,737.93	4,612.31	44,855	55,348
10321	Utility Maintenance II	G 55	25.19	31.09	4,147.95	5,119.49	49,775	61,434
10322	Utility Maintenance III	G 63	27.41	33.59	4,513.51	5,531.15	54,162	66,374
10356	Utility Plant Operator I	G 45	22.70	28.01	3,737.93	4,612.31	44,855	55,348
10355	Utility Plant Operator II	G 59	26.39	32.29	4,345.55	5,317.09	52,147	63,805

CLASSIFICATION AND SALARY SCHEDULE

GENERAL

7/1/2020 - 1.5% Increase

HOURLY SCHEDULE - GENERAL The following steps shall constitute the basic hourly wage schedule of all general union employees of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F	G	H	I	J	K
G03	14.04					14.61					15.17
G05	15.17	15.49	15.77	16.07	16.35	16.67	17.02	17.40	17.77	18.14	18.48
G07	15.38	15.72	16.09	16.44	16.77	17.05	17.35	17.72	18.10	18.53	18.96
G09	15.77	16.07	16.35	16.67	17.02	17.40	17.77	18.14	18.48	18.81	19.17
G11	16.09	16.44	16.77	17.05	17.35	17.72	18.10	18.53	18.96	19.30	19.63
G13	16.35	16.67	17.02	17.40	17.77	18.14	18.48	18.81	19.17	19.49	19.83
G15	16.77	17.05	17.35	17.72	18.10	18.53	18.96	19.30	19.63	19.99	20.36
G17	17.02	17.40	17.77	18.14	18.48	18.81	19.17	19.49	19.83	20.29	20.75
G19	17.35	17.72	18.10	18.53	18.96	19.30	19.63	19.99	20.36	20.84	21.32
G21	17.77	18.14	18.48	18.81	19.17	19.49	19.83	20.29	20.75	21.22	21.70
G23	18.10	18.53	18.96	19.30	19.63	19.99	20.36	20.84	21.32	21.72	22.14
G25	18.48	18.81	19.17	19.49	19.83	20.29	20.75	21.22	21.70	22.20	22.70
G27	18.96	19.30	19.63	19.99	20.36	20.84	21.32	21.72	22.14	22.65	23.18
G29	19.17	19.49	19.83	20.29	20.75	21.22	21.70	22.20	22.70	23.17	23.64
G31	19.63	19.99	20.36	20.84	21.32	21.72	22.14	22.65	23.18	23.67	24.17
G33	19.83	20.29	20.75	21.22	21.70	22.20	22.70	23.17	23.64	24.18	24.69
G35	20.36	20.84	21.32	21.72	22.14	22.65	23.18	23.67	24.17	24.67	25.19
G37	20.75	21.22	21.70	22.20	22.70	23.17	23.64	24.18	24.69	25.25	25.80
G39	21.32	21.72	22.14	22.65	23.18	23.67	24.17	24.67	25.19	25.79	26.39
G41	21.70	22.20	22.70	23.17	23.64	24.18	24.69	25.25	25.80	26.33	26.86
G43	22.14	22.65	23.18	23.67	24.17	24.67	25.19	25.79	26.39	26.89	27.41
G45	22.70	23.17	23.64	24.18	24.69	25.25	25.80	26.33	26.86	27.43	28.01
G47	23.18	23.67	24.17	24.67	25.19	25.79	26.39	26.89	27.41	27.96	28.55
G49	23.64	24.18	24.69	25.25	25.80	26.33	26.86	27.43	28.01	28.61	29.20
G51	24.17	24.67	25.19	25.79	26.39	26.89	27.41	27.96	28.55	29.21	29.90
G53	24.69	25.25	25.80	26.33	26.86	27.43	28.01	28.61	29.20	29.79	30.37
G55	25.19	25.79	26.39	26.89	27.41	27.96	28.55	29.21	29.90	30.49	31.09
G57	25.80	26.33	26.86	27.43	28.01	28.61	29.20	29.79	30.37	31.20	32.07
G59	26.39	26.89	27.41	27.96	28.55	29.21	29.90	30.49	31.09	31.68	32.29
G61	26.86	27.43	28.01	28.61	29.20	29.79	30.37	31.20	32.07	32.49	32.94
G63	27.41	27.96	28.55	29.21	29.90	30.49	31.09	31.68	32.29	32.94	33.59
G65	28.01	28.61	29.20	29.79	30.37	31.20	32.07	32.49	32.94	33.53	34.13
G67	28.55	29.21	29.90	30.49	31.09	31.68	32.29	32.94	33.59	34.15	34.72
G69	29.20	29.79	30.37	31.20	32.07	32.49	32.94	33.53	34.13	34.73	35.34
G71	29.90	30.49	31.09	31.68	32.29	32.94	33.59	34.15	34.72	35.43	36.18
G73	30.37	31.20	32.07	32.49	32.94	33.53	34.13	34.73	35.34	36.10	36.85
G75	31.09	31.68	32.29	32.94	33.59	34.15	34.72	35.43	36.18	36.91	37.66
G77	32.07	32.49	32.94	33.53	34.13	34.73	35.34	36.10	36.85	37.59	38.28
G79	32.29	32.94	33.59	34.15	34.72	35.43	36.18	36.96	37.72	38.42	39.10
G81	32.94	33.53	34.13	34.73	35.34	36.10	36.85	37.59	38.28	39.07	39.88
G83	33.59	34.15	34.72	35.43	36.18	36.91	37.66	38.38	39.10	39.91	40.73
G85	34.13	34.73	35.34	36.10	36.85	37.59	38.28	39.07	39.88	40.79	41.70

RESOLUTION NO. _____

RESOLUTION TO EXECUTE A QUIT CLAIM DEED
TO THE KENT COUNTY LAND BANK AUTHORITY
FOR PROPERTY AT 3470 DIVISION AVENUE

WHEREAS:

1. The City of Wyoming acquired property at 3470 Division Avenue, PPN 41-18-18-352-005 in 2009 after the property did not sell at the tax foreclosure auction.
2. In 2014, the City accepted sealed bids for the property and received one bid.
3. The bidder was unable to close the sale due to bank requirements for a quiet title action and baseline environmental assessments.
4. The Kent County Land Bank Authority was created with the express purpose of rehabilitating tax-foreclosed properties to increase property values, create economic development opportunities in the market, and stabilize neighborhoods, and has efficient processes in place to do the work this property requires to be market-ready.
5. The Kent County Land Bank has agreed to accept the property and perform these necessary tasks.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming finds it is in the best interests of the City and the Division Avenue commercial neighborhood to transfer ownership of the property at 3470 Division Avenue to the Kent County Land Bank Authority, for the purpose of the rehabilitation of title and environmental concerns, a return to private ownership and the tax rolls.
2. The Mayor and City Clerk are authorized to execute the Quit Claim Deed attached hereto, and provide the same to the Kent County Land Bank.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Quit Claim Deed

Resolution No. _____

Staff Report

Date: June 6, 2016
Subject: 3470 Division Avenue, Quit Claim Deed to Kent County Land Bank
From: Heidi A. Isakson, Deputy City Manager
Meeting Date: June 20, 2016

Recommendation:

It is recommended that the City Council authorize the Mayor and City Clerk to execute a Quit Claim Deed to the Kent County Land Bank Authority for property located at 3470 Division Avenue.

Sustainability Criteria:

Environmental Quality – The property was a former gas station, and though we believe tank removal was accomplished properly, the MDEQ still has two open incident records which need to be properly answered and closed. In addition, a future purchaser/user of the property would need a Baseline Environmental Assessment to satisfy their due diligence obligations. The Kent County Land Bank is well-versed in these procedures, and best equipped to accomplish these actions.

Social Equity – Opportunities for redevelopment of this property will be open to the general real estate market after the title and environmental concerns have been addressed.

Economic Strength – The goal of this property transfer is ultimately to restore the property to valuable use and return to the tax rolls. Continued ownership by the City of Wyoming will only result in additional maintenance expense, while transfer to the Kent County Land Bank can more quickly accomplish these goals at no cost to the City of Wyoming.

Discussion:

In 2008, the Housing Board of Appeals issued a demolition order at 3470 Division Avenue SE, a former gas station. Fuel dispensers were also removed. In late 2009, after the property did not sell at the tax foreclosure auction, the City Council decided to accept transfer of the property from Kent County. The DEQ record shows five tanks were removed from the property, and there are two “open” leak cases. We believed these should have been closed when the final tanks were removed in 2012.

In 2014, the City accepted bids for sale of the property, and Emir Rasidovic, owner of the adjacent property, was the sole bidder at \$40,000. He was unable to close the sale, as his bank wanted a court action to quiet title, and a baseline environmental assessment. Mr. Rasidovic

could not afford to accomplish these items and still make the land purchase. We asked him to make a new offer for the property, but he declined.

The City has no use for the property, and would have to expend considerable staff time and financial investment to make the property more marketable, with no guarantee we could recover these costs with an eventual sale. The Kent County Land Bank was created to deal more efficiently with exactly this type of property, and has agreed to accept the property and solve the title and environmental issues. The property would then be available to return to private ownership. In short, the KCLB is better equipped and more experienced than the City is to accomplish this goal. They have a number of properties going to the Circuit Court in July for the “quiet title” action, and are willing to include this property if we can provide a Quit Claim Deed.

QUIT CLAIM DEED

The Grantor City of Wyoming, a Michigan municipal corporation, whose address is 1155 – 28th St. S.W., Wyoming, Michigan 49509 convey(s) and quit claim(s) to Kent County Land Bank Authority, whose address is 347 S. Division Ave., Grand Rapids, MI 49503 the following described premises situated in the City of Wyoming, County of Kent and State of Michigan:

Lot 44 and 45 Except the West 17 feet thereof, of Liberty Addition to the City of Grand rapids, (now City of Wyoming), according to the plat thereof, as recorded in Liber 23 of Plats, on page 37

Parcel No. 41-18-18-352-005

Transfer tax exempt MCL 207.505(a)

State transfer tax exempt MCL 207.526(a)

For no consideration.

The Grantor also grants to Grantees the right to make _____ division(s) under Section 108 of the Land Division Act, Act. No. 288 of Public Acts of 1967.

The above-described premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this ____ day of June, 2016.

WITNESS:

Signed by:

Jack A. Poll, Its Mayor

Kelli A. Vandenberg, Its City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ____ day of June, 2016, by Jack A. Poll, It's Mayor and Kelli A. Vandenberg, Its City Clerk.

Notary Public
Kent County, Michigan
My commission expires:
Acting in Kent County, MI

When Recorded Return To
Kent County Land Bank Authority
347 S. Division Ave.
Grand Rapids, MI 49503

Send Subsequent Tax Bills to:
Kent County Land Bank Authority
347 S. Division Ave.
Grand Rapids, MI 49503

Drafted by:
Jack R. Sluiter
1799 RW Berends Dr SW
Wyoming, MI 49519

3470 Division Avenue



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Printed 6/7/2016 1:47:49 PM

RESOLUTION NO. _____

RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT
WITH WYOMING MALL, LLC

WHEREAS:

1. On February 23, 2012, the City Council of the City of Wyoming adopted the 28th Street Corridor Sub Area Plan as an amendment to the City of Wyoming Land Use Plan 2020.
2. The Sub Area Plan was adopted to assist property owners, developers and City officials with decisions related to the future uses, integration and configuration of redevelopment in the 28th Street SW corridor between Clyde Park Avenue and Burlingame Avenue.
3. In 2012 and 2013, the City and the Downtown Development Authority worked with planning and marketing consultants to engage with the business and residential communities to further develop opportunities to redevelop the corridor into a more modern, mixed-use, walkable retail and dining destination, and in August 2013, unveiled the *28 West* concept of a new street south of and adjacent to 28th Street.
4. The Sense of Place strategy employee group, following up on goals set during the City Council Retreat in early 2014, began preliminary design concepts for construction of the “crescent street” depicted in the *28 West* design, and the Department of Public Works included the project in budget goals.
5. Since that time, the City has engaged in discussions with property owners west of Michael Avenue SW, and adjacent to the proposed *28 West Place*, Wyoming Mall, LLC and Loeks Theatres, Inc., and in 2015, Wyoming Mall, LLC approached the City with plans to redevelop their property with demolition and new construction projects that could be accomplished in conjunction with construction by the City of *28 West Place* (the street).
6. Wyoming Mall, LLC and the City of Wyoming have negotiated a Development Agreement to address the terms and conditions of the property owner’s improvements, and the required utility relocations and street construction by the City.
7. The City Council has determined it is in the best interest of the City of Wyoming to enter into said Development Agreement to accomplish or further the goals developed in the plans described above.

NOW, THEREFORE, BE IT RESOLVED:

1. The Development Agreement between the City of Wyoming and Wyoming Mall, LLC, 700 Mall Drive, Portage, MI 49024, owners of property at 1216 28th Street SW, Wyoming, MI 49509, is hereby approved, and the Mayor and City Clerk are authorized to execute the agreement.
2. Acceptance of and compensation for the necessary permanent highway and utility easements will be presented in a separate, future action for Council approval.

Resolution No. _____

[06/20/16]
[HAI]

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Development Agreement with
Exhibits A-E

Resolution No. _____

Staff Report

Date: June 20, 2016
Subject: Development Agreement with Wyoming Mall, LLC
From: Heidi A. Isakson, Deputy City Manager
Meeting Date: June 15, 2015

Recommendation:

It is recommended that the City of Wyoming enter into a Development Agreement with Wyoming Mall, LLC., to facilitate the mall owner's construction and demolition projects, and the City's relocation of water, sewer and storm water utility lines, and the construction of a new public street.

Sustainability Criteria:

Environmental Quality – All aspects of the projects will be managed within the requirements of the City's ordinances, policies and procedures to protect the natural environment.

Social Equity – Public investment in this historically important commercial corridor is planned and implemented with the goal of increasing economic activity in the immediate neighborhoods and community as a whole, to provide job opportunities for residents, business opportunities for investors, and essential goods and services for residents and visitors.

Economic Strength – It is expected this investment in public infrastructure will support and stimulate current and future economic investment in the 28th Street corridor and increase property values.

Discussion:

Since 2012, when the 28th Street Corridor Sub Area plan was adopted as an amendment to the Wyoming Land Use Plan 2020, various groups of Wyoming employees, the Planning Commission, the Downtown Development Authority, and those in the business community have worked to bring a renewed and revitalized 28th Street into being, with a focus on the area from Clyde Park to Burlingame Avenue. At this point in time, the owners of Wyoming Village Mall are poised to begin a project involving some building demolition and some new building construction, and have agreed to incorporate a public street into their site plan design. Over the last year, we have also worked with Loeks Theatres, Inc. and their representatives to acquire the necessary right-of-way to continue the new street through this property, back out to 28th Street at Hook Avenue.

The Development Agreement with Wyoming Mall, LLC, and a second agreement addressing risk management for the building construction while utility lines that will be relocated later this year are still in operation, are the first steps in a multi-pronged project. The documents to

acquire the necessary rights-of-way and easements from both property owners will follow at a future Council meeting.

This project has been included in the Public Works capital improvement budget for the last two fiscal years while we worked toward an agreement, and is budgeted in FY 2016-17. The preliminary cost estimates for construction, and the offers of just compensation for the property acquisition are summarized below. Bid awards for construction, and approval of expenditures for land acquisition will come forward to the City Council in the normal procedure later this summer.

Main features of the Development Agreement are:

- The City will relocate water, storm water and sewer lines that currently run under the former Secretary of State building to the west property lines, for connection to the new public street.
- The City will construct a new public street and utility mains from Michael Avenue, through the mall property and the Loeks Theatres, Inc. property to 28th Street at Hook Avenue.
- Wyoming Mall, LLC will demolish the office building on Prairie Parkway SW, the former Secretary of State location along the west building façade, and the portion of the building that projects north, where a clothing resale shop and former office supply store are located.
- Wyoming Mall, LLC will construct 29,000 square feet of new retail space at the northwest corner of the building.
- Wyoming Mall, LLC will construct new parking lot and drives, including landscaping and pedestrian features adjacent to the new street.

Project Cost Estimates

(excluding building)

	City	Mall
Wyoming Village Mall Property		
Construction	848,194.50	112,607.50
Land Acquisition	325,048.13	
	1,173,242.63	
Bank of America Property		
Land Acquisition	28,372.80	
Loeks Property		
Construction	436,022.50	
Land Acquisition	272,195.00	
	708,217.50	
Engr, Legal, Financial, Contingency	321,462.53	
	2,231,295.46	

DEVELOPMENT AGREEMENT

This Development Agreement is made as of _____, 2016, between the City of Wyoming, a Michigan municipal corporation the principal business address of which is 1155 28th Street SW, Wyoming, MI 49509 (the “**City**”), and Wyoming Mall, LLC, a Michigan limited liability company, the principal business address of which is 700 Mall Drive, Portage, MI 49024 (the “**Owner**”).

RECITALS

A. The Owner owns approximately 14.35 acres of property in the City commonly known as Wyoming Village Mall having an address of 1216 28th Street SW and tax parcel number of 41-17-14-126-020, a legal description of which is the following (the “**Owner’s Property**”):

PART OF NW 1/4 COM AT INT OF N LINE OF PRAIRIE PKWY/ FORMERLY COLRAIN ST /60 FT WIDE/ & E LINE OF W 1827 FT OF NW 1/4 TH E ALONG N LINE OF SD ST TO A PT 562.0 FT W FROM W LINE OF MICHAEL AVE /80 FT WIDE/ TH N PAR WITH SD W LINE 135.50 FT TH E PAR WITH N LINE OF SD ST 222.0 FT TH S PAR WITH W LINE OF SD AVE 135.50 FT TO N LINE OF SD ST TH E ALONG SD N LINE 75.02 FT TH N PAR WITH W LINE OF SD AVE 135.0 FT TH E PAR WITH N LINE OF SD ST TO N&S 1/4 LINE TH N TO S LINE OF N 350 FT OF NW 1/4 TH W ALONG SD S LINE TO W LINE OF MICHAEL AVE TH S ALONG SD W LINE 27.0 FT TH SWLY 16.01 FT ALONG A 25.43 FT RAD CURVE TO LT /LONG CHORD BEARS S 71D 58M 00S W 15.75 FT/ TH W PERP TO MICHAEL AVE 155.0 FT TH N PAR WITH SD AVE 337.75 FT TH S 87D 59M 20S E 20.0 FT TO W LINE OF E 190 FT OF NW 1/4 TH N ALONG SD E LINE TO N SEC LINE TH W TO NE COR OF W 1827 FT OF NW 1/4 TH S ALONG SD E LINE 122.40 FT TH E PERP TO SD E LINE 40.0 FT TH S PAR WITH SD E LINE 120.0 FT TH W 40.0 FT TO SD E LINE TH S TO BEG EX THAT PART LYING N OF S LINE OF 28TH ST /111 FT WIDE/ & EX THAT PART LYING E OF W LINE OF MICHAEL AVE /80 FT WIDE/ * SEC 14 T6N R12W.

B. The Owner intends to undertake and the City, by this Agreement, wishes to accommodate and incentivize the Owner to undertake significant alterations and renovations to the Owner’s Property that include demolition and construction of buildings and land improvements that, under applicable City policies require relocation of City water, sanitary sewer, and storm sewer lines (the “**Utility Lines**”) and the easements in which they are located (the “**Owner’s Property Improvements**”). The attached **Exhibit A** describes and depicts the demolition and construction of buildings and land improvements which comprise the Owner’s Property Improvements.

C. Accordingly, the Owner intends to convey to the City new easements for relocation of the Utility Lines (the “**Replacement Easements**”). The attached **Exhibit B** describes and depicts all utility easement modifications associated with the Owner’s Property Improvements, including the existing easements proposed to be abandoned under this Agreement and the Replacement Easements.

D. The City wishes to construct a new east-west street through the Owner’s Property commencing at Michael Avenue between 28th Street on the north and Prairie Parkway on the south and going west to the west property line of the Owner’s Property as described and depicted on the attached **Exhibit D** (the “**Street**”) within the area legally described and depicted on the attached **Exhibit C** (the “**Right-of-Way**”).

E. The Owner agrees that the Owner will benefit from construction of the Street, especially if the construction of the Street coincides with the construction of the Owner’s Property Improvements.

F. The parties also agree that the same contractor who constructs the Street should also construct certain parking, parking lot, curb cut, sidewalk, landscaping and other improvements on the Owner's Property that are described and depicted on **Exhibit D** (the "**Street Construction Ancillary Work**") for the general benefit of the Owner and the Owner's Property because it would otherwise be difficult to coordinate that work with the Street construction.

G. Based on the preliminary Cost Estimate attached as **Exhibit E** (the "**Estimated Costs**"), the parties have also agreed upon allocations of certain costs for various portions of their respective projects, for collaboration and cooperation in their planning and construction, and for certain other accommodations to one another as their respective projects progress.

TERMS AND CONDITIONS

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

1. Utility Relocation. After receiving a request from the Owner the City is undertaking the Utility Line relocations as follows:

A. To the extent the Utility Lines will be relocated on the Owner's Property, prior to the award of any contract to relocate the Utility Lines, the Owner, without cost to the City, will convey to the City the Replacement Easements in forms reasonably acceptable to the City's legal counsel.

B. The City will engage a design professional acceptable to the City and the Owner to prepare plans and specifications for the Utility Lines relocation in accordance with standard City requirements and good utility practices. The Owner shall have an opportunity to review and comment on the Utility Lines relocation plans and specifications before they are finalized. The Utility Lines relocation work will be designed and constructed as follows:

1. The City will construct and install new water mains including stubs for laterals, fire lines, fire hydrants (if needed), sanitary sewer mains including stubs for laterals, trunk storm sewer, leads from any public property and public rights-of-way to the trunk storm sewer, stubs for anticipated leads for storm water from private property, and catch basins in public property or public rights-of-way.

2. The City will not construct or install:

a. Water and sewer laterals, building sewers or service leads from any building or structure on private property to the public water or sanitary sewer mains.

b. Storm sewer catch basins on, storm sewer laterals or leads serving, or other storm water improvements that primarily benefit only private property.

3. If, for sake of construction coordination and efficiency, the Owner wishes the City to construct any of the private improvements described in the preceding subsection 1.B.2 of this Agreement, the Owner and the City shall make separate written arrangements for the design, construction and payment for that work.

C. The City will bid the Utility Lines relocation project and will engage a contractor to relocate the Utility Lines in accordance with the plans and specifications provided pursuant to the preceding subsection 1.B. The City will confer with the Owner concerning the bids and the selection of the contractor before awarding the construction contract for the Utility Lines relocation.

D. When (i) the Utility Lines have been relocated and the new Utility Lines are tested, are operational, and are accepted by the City, and (ii) the replaced Utility Lines have been removed or appropriately abandoned in place, the City, for no consideration, will release the easements for the current locations of the Utility Lines.

E. The City shall pay the costs incurred by the City to design, bid, construct, install, inspect, test and complete the Utility Lines relocation.

F. The City will provide a credit for the number and sizes of the existing water services and meters to the Owner's Property prior to construction and will apply that credit to the new water meters for the

proposed construction of City water and sanitary sewer services serving the Owner's Property after the Owner's Property Improvements.

2. Street Construction. The City shall undertake and complete construction of the Street within the Right-of-Way and of the Street Construction Ancillary Work as follows:

A. The Owner, within 14 calendar days of the date of this Agreement and for the consideration to be determined by an independent appraisal acceptable to the City and the Owner, shall convey to the City an easement for the Right-of-Way in a form reasonably acceptable to the City's legal counsel.

B. The Owner grants to the City a license to enter upon the Owner's Property for the purposes of constructing the Street in the Right-of-Way and constructing and installing the Street Construction Ancillary Work all in accordance with this Agreement.

C. The City will engage a design professional acceptable to the City and the Owner to prepare plans and specifications for the Street and for the Street Construction Ancillary Work in accordance with standard City requirements and with good municipal practices. The Owner shall have an opportunity to review and comment on the Street and for the Street Construction Ancillary Work plans and specifications before they are finalized.

1. The Street and for the Street Construction Ancillary Work will include the following:

a. Work for which the City is entirely financially responsible is generally in the areas depicted in green on the attached Exhibit D and includes the street, curbs, gutters, storm sewers, street lights, traffic signage and pavement marking in the Right-of-Way, and some parking spaces. The City shall not be financial responsible for any landscaping.

b. Work for which the Owner is entirely financially responsible is generally within the areas depicted in pink on the attached Exhibit D and includes sidewalks, parking spaces, landscaped areas and landscaping, pavement markings and signage for parking, irrigation for the landscaped areas, any landscape or other lighting, auxiliary power for landscape, holiday or other lighting, and catch basins in parking areas and connections to the storm sewer.

c. The plans and specifications shall include conduit, pipe sleeves or other methods to insure the Owner can immediately and in the future place irrigation, communications and power lines under the Street to serve the portions of the Owner's Property lying on either side of the Street. The City shall collaborate with the Owner on their design and placement. The Owner shall pay the costs of installing all such items.

2. The plans and specifications will provide for separate bidding of those items and will require the contractor to separately account for quantities and other costs of the City's, the Owner's, and the split-costs portions of the construction of the Street and Street Construction Ancillary Work.

D. The City will bid the construction of the Street and Street Construction Ancillary Work and will engage a contractor to construct construction of the Street and Street Construction Ancillary Work in accordance with the plans and specifications provided pursuant to the preceding subsection 2.C. The City will confer with the Owner concerning the bids and the selection of the contractor before awarding the contract for construction of the Street and Street Construction Ancillary Work.

E. The parties will pay their respective portions of the costs of constructing the Street and Street Construction Ancillary Work as provided later in this Agreement which are expected to be in accordance with the Estimated Costs but which shall be based on the actual construction costs. The City will not specially assess the Owner's Property for construction of the Street.

3. Owner's Property Improvements. Without cost to the City, the Owner shall complete construction of the Owner's Property Improvements no later than December 31, 2017.

A. The Owner shall be solely responsible for all site plan and other City zoning and land use approvals, building and other construction permits, and any other required approvals of any governmental entity, agency or official with competent jurisdiction. Nothing in this Agreement commits the City to issuance of any permit or approval, to modify any requirements, procedures, or

fees, to issue any permit or approval, or to limit the discretion or judgment of any City body or official in reviewing and issuing any permit or approval.

B. The Owner shall be solely responsible for designing, contracting for and completing the Owner's Property Improvements. The City's involvement shall be limited to (i) issuance of any permits or other approvals required by applicable laws, ordinances, rules or regulations and (ii) to coordinating the City's construction work with the construction of the Owner's Property Improvements as provided in section 4 of this Agreement.

4. Construction Details and Coordination. The parties wish to ensure that access will be maintained to the occupants of the Owner's Property who wish to remain open for business during the Utility Lines relocation, the Street construction and the construction of the Owner's Property Improvements. They also wish to collaborate with one another and to coordinate all that work in a way that ensures the safety of the public and those doing the work, minimizes costs each party incurs, and minimizes the construction period.

A. The parties shall mutually select a design professional and/or construction manager to oversee the resulting plans and specifications for the work for which each is responsible so that either (i) a single, combined bid package is let for the Utility Lines relocation, the Street, the Street Construction Ancillary Work and similar work required for the Owner's Property Improvements, or (ii) contractors bidding on the work to be let by the Owner and the work to be let by City are reasonably informed of the needs to coordinate their work with the work let by the other party.

B. Reasonable access to the occupants of the Owner's Property, including that needed for employees, patrons and deliveries, must be provided at all times during the construction of any of the work to be performed pursuant to this Agreement.

1. Representatives of the parties and their contractors will meet prior to any construction and at least weekly during construction with one another and with representatives of the occupants of the Owner's Property to ensure such access and address any construction related issues. Notes shall be kept at all such meetings and follow-up communications with one another and with the occupants' representatives will be made as needed.

2. The parties and the occupants of the Owner's Property shall be provided contact information for representatives of the parties and their contractors who shall be available 24 hours a day, every day.

3. The parties shall provide appropriate signage directing deliveries to, and employees and patrons of the occupants of the Owner's Property to the appropriate access and parking and routes through the Owner's Property. Signage shall also direct pedestrians of routes through the Owner's Property. Signage shall change as needed.

C. Each party shall ensure that its contractors maintain construction site safety and security. Each party shall also ensure that its contractors provide appropriate building hazard protection, excavation protection, and other site safety protection, as well as for pedestrian routes through the Owner's Property during construction. However, neither party will specify construction means and methods, instead leaving them to their respective contractors as is normal for such construction work.

D. Due to the proximity to occupied residences, construction work shall not occur before 7:00 a.m. or after 10:00 p.m. on any day unless otherwise approved by the City Engineer.

E. The Owner shall provide, without cost to the City or the City's contractor(s), suitable locations on the Owner's Property for equipment and materials storage in connection with the construction and installation of the Utility Lines relocation, the Street and the Street Construction Ancillary Work and for a mobile home or trailer to serve as a construction office for the City's contractor(s).

F. The parties will agree on suitable haul routes for materials that may be brought to or taken from the Owner's Property in conjunction with the construction work.

G. The parties will ensure their contractor(s) keep the Owner's Property and adjacent streets free of dirt and dust resulting from the construction work undertaken pursuant to this Agreement or from hauling materials to or from the Owner's Property. The parties will promptly address any concerns

expressed by occupants of the Owner's property, occupants of nearby property, the general public, or City employees, about site or off-site cleanliness.

H. Owner's building demolition shall include the removal of all building materials including the complete removal of foundation and footings and capping of all affected utilities. Building demolition shall include backfill with clean sand material meeting MDOT Class II specifications. Backfill material finish elevation shall be to within 2 feet of finish centerline grade of proposed 28 West Place in areas within the right of way. Backfill material shall be placed in maximum 12-inch lifts and shall be compacted to a minimum of 95% of maximum density.

5. Risk and Insurance.

A. Each party shall be responsible to the other party for and to the extent of any liability for any acts, failures to act or statements of the responsible party's members, directors, officers, employees, contractors, consultants or other agents. There is no shifting of any risk or liability under this Agreement.

B. Each party shall require its contractor(s) to obtain and maintain general liability insurance coverage with coverage limits in amounts of not less than \$3,000,000 that are endorsed to provide and have certificates stating that the other party and the other party's design professional(s), including the other party's and its design professional's members, directors, officers and employees are insureds or additional insured and certificate holders and providing that no change in coverage can occur without at least 30 days prior written notice to the other party and the other party's design professional(s). Prior to providing any notice to proceed or other permission to commence construction, each party shall itself obtain copies of the certificates of insurance, policies and endorsements required by this provision and shall provide copies of those documents to the other party upon request by the other party.

6. Payments.

A. The Owner shall pay the amounts required to be paid by the Owner under subsections 1.E, 2.C and 2.E of this Agreement within 30 calendar days of an invoice from the City for such payments accompanied by copies of the contractor's invoice, waivers of liens, the City's design professional's certification that payment is due, an accounting showing how the costs and quantities were allocated, and proof of the City's payment of the amounts being billed in the invoice to the Owner.

B. If the Owner disputes any part of any invoice, the Owner shall pay the undisputed amount when due and by that same due date detail in writing to the City why it disputes payment of the remaining amount. The parties shall consult their respective design professionals concerning any such dispute and shall meet within 7 days of the City's receipt of the written details about the dispute in an effort to resolve it. If the parties cannot resolve the dispute during that meeting and either of them believes further meetings are unlikely to resolve it, then they shall attempt to jointly agree upon a civil engineer to review and render an opinion as to appropriate resolution of the dispute. If they cannot agree upon a civil engineer, each party shall appoint a civil engineer from a firm that has had no role with respect to any of the construction and those two civil engineers shall together appoint a third civil engineer. The three appointed engineers shall together review and render an opinion as to appropriate resolution of the dispute. The opinion rendered by the civil engineer(s) shall be in writing and state its reasons.

C. Either party may contest the opinion of the civil engineer(s) in a lawsuit filed in the Kent County court of competent jurisdiction. If a party contesting the opinion of the civil engineer(s) does not improve its position by at least 10%, it shall pay the attorneys' fees and other costs incurred by the other party as a result of the lawsuit. If both parties contest the opinion of the civil engineer(s), the party whose position improves the least or whose position worsens as a result of the lawsuit shall pay the attorneys' fees and costs incurred by the other party.

D. Any amounts the Owner is required to pay under subsections 1.E, 2.C and 2.E of this Agreement as billed pursuant to subsection 6.A which, unless the Owner prevails in a dispute about them as provided in subsection 6.B and 6.C, are unpaid within 14 days, shall bear interest at the rate of 6.0% per annum and shall constitute a special assessment against the Owner's Property from the date of

the invoice until paid in full. The Owner hereby agrees that the Utility Lines relocation and the Street Construction Ancillary Work to be billed to the Owner pursuant to subsections 2.C and 2.E, specially benefit the Owner's Property. The Owner hereby waives any rights to notices of the special assessment and agrees that any amounts not paid when due may be added to the property tax bill for the Owner's Property and may be collected in the same manner, subject to the same penalties as such property taxes.

7. Post Construction. After construction of the Street, the City shall own, plow, maintain, repair, and replace the Street right-of-way generally in accordance with its practices for other City streets. The Owner may, if the owner desires, plow or remove snow, ice or debris from the Street. After construction of the Street Construction Ancillary Work, the Owner, without cost to the City, shall repair, maintain, and replace as necessary the landscaping and landscaping improvements made as part of or in conjunction with the construction and installation of the Street Construction Ancillary Work and all those portions of the parking areas. The parties shall reasonably cooperate with one another to coordinate plowing, repair, maintenance and replacement as provided in this paragraph.

8. Provisions That Did Not Fit Elsewhere.

A. This Contract shall take effect as of the date first written above. Unless terminated earlier, this Agreement shall remain in effect until the construction, installation and payments provided for by it are complete or until December 31, 2018. This Agreement can be terminated earlier under one or more of the following circumstances:

1. If, due to a change in law, one party is unable to fulfill its obligations under this Agreement and the other party determines that inability frustrates the intent of the Agreement, the other party may terminate it upon 30 days' written notice to the party that is unable to fully perform.

2. If, due to a bankruptcy proceeding or other judicial process, one party is unable to fulfill its obligations under this Agreement and the other party determines that inability frustrates the intent of the Agreement, the other party may terminate it upon 30 days' written notice to the party that is unable to fully perform.

3. If one party refuses to fully perform its obligations under this Agreement or otherwise breaches this Agreement and such remains uncured 30 days after written notice from the non-breaching party, the non-breaching party may terminate this Agreement with written notice to the breaching party. However, for situations that would constitute violations of City water, sanitary sewer or storm water ordinances the terms of those ordinances shall apply and the cure period provided in this subsection shall not apply. Moreover, if any situation constitutes an imminent threat to the public health or safety it shall be addressed immediately in a manner reasonably needed to protect the public health and safety.

4. In case of termination as provided in this Agreement, the non-breaching party may recover any amounts it is due for work already performed as required by this Agreement.

B. Any notices or other written submissions from one party to the other required under this Agreement shall be sent to the addresses first written above. If to the City, they shall be addressed to the City Manager. If to the Owner, they shall be addressed to Josh Weiner. Notices shall be deemed received when actually delivered to such address, or if mailed by first class mail, three business days after mailing.

C. Except where otherwise expressly permitted in this Agreement, neither this Agreement nor any rights, duties or obligations under it are assignable by either party without the other party's prior written consent.

D. This Agreement is the entire agreement between the parties as to its subject matter. It supersedes and replaces any other agreements. Neither this Agreement nor its interpretation shall be affected by any course of dealing or usage of trade. The captions are for reference only and shall not affect the interpretation of this Contract. But, the recitals and exhibits are integral parts of this Agreement. Both parties had the advice of legal counsel and participated in the drafting of this Contract, so they agree it should be construed as mutually drafted. The parties made this contract in Kent County, Michigan.

E. This Agreement may not be modified except in writing signed by both parties after approval of the City Council. However, where expressly provided by this Agreement, some requirements, rights or duties may be modified in accordance with this Agreement.

F. No failure of a party to pursue any breach of this contract shall preclude subsequent efforts regarding a subsequent breach of the same provision or any other provision. Acceptance of partial performance in one instance shall not be deemed acceptance of that level of performance.

G. There are no intended beneficiaries of this Contract other than the parties.

H. When an office or position of a party is identified in this Contract it shall all mean the designee of that officer or staff member and, if that office or position no longer exists, or the duties to be performed have been reassigned, to any successor to that office, position or duty assignment.

I. The parties may execute this Agreement in any number of counterparts with the same effect as if all parties had signed the same physical document. Each party may transmit the executed copies in an imaged format to the other parties by facsimile or electronic mail, and the imaged copies shall have the same effect as if all parties had signed the same physical document. All executed counterparts, whether originals or copies sent by facsimile, electronic mail, or a combination, shall be construed together and shall constitute one and the same Agreement.

J. To the extent not prohibited by law, in any action brought pursuant to or to enforce any provision of this Agreement: (i) the jurisdiction and venue shall be solely in the state courts of Kent County, Michigan, and (ii) the prevailing party in any such action shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, reasonable attorneys' fees and other legal costs incurred to bring, maintain, or defend any such action through any and all appellate and collection proceedings. The parties also agree that equitable relief including specific performance and injunctive relief are appropriate remedies.

K. A copy of this Agreement may be recorded in the office of the Kent County Register of Deeds.

[Signatures on next page.]

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

CITY OF WYOMING

By: _____
Jack Poll, Mayor

By: _____
Kelli Vandenberg, City Clerk

STATE OF MICHIGAN
COUNTY OF KENT

On _____, 2016, Jack Poll and Kelli Vandenberg who are personally known to me as the Mayor and City Clerk, respectively, of the City of Wyoming, appeared before me and acknowledged their signatures on behalf of the City.

*
Notary Public, Kent County, MI
Acting in Kent County, MI
My commission expires: _____

WYOMING MALL, LLC

By: _____
Joshua T. Weiner, Member

STATE OF MICHIGAN
COUNTY OF _____

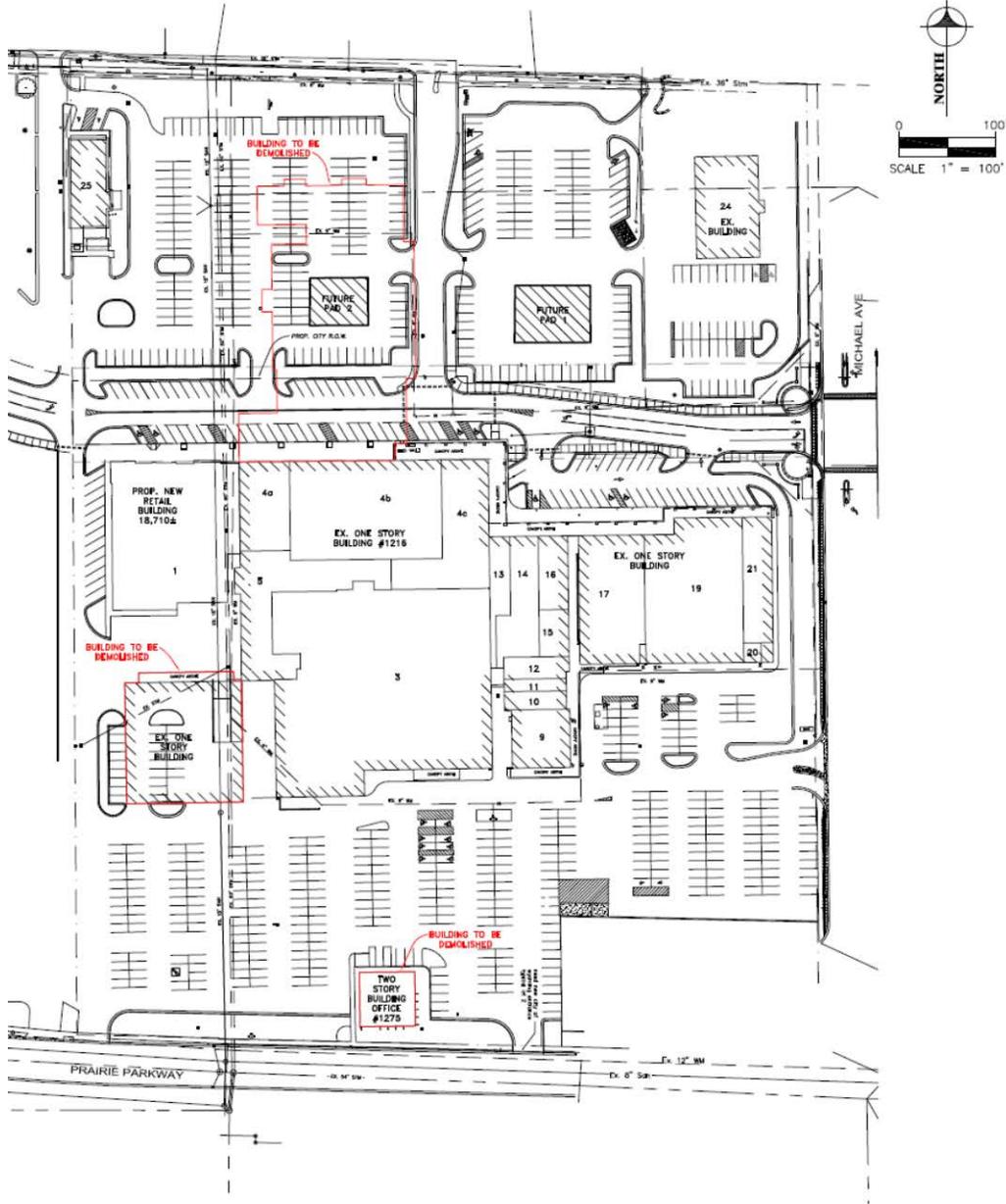
On _____, 2016, Joshua T. Weiner, who is personally known to me as a member of Wyoming Mall, LLC, appeared before me and acknowledged his signature on behalf of that entity.

*
Notary Public, _____ County, MI
Acting in _____ County, MI
My commission expires: _____

Drafted by and when recorded return to:
Scott G. Smith
Dickinson Wright PLLC
200 Ottawa Ave, NW, Suite 500
Grand Rapids, MI 40503

No transfer tax is due for this document because no interest in real property is conveyed by this document.

Exhibit A
Depiction and Description of Owner's Property Improvements




28 WEST PLACE
EXHIBIT A
OWNER IMPROVEMENTS
 CITY OF WYOMING, MICHIGAN

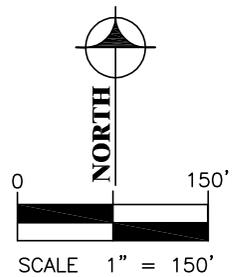
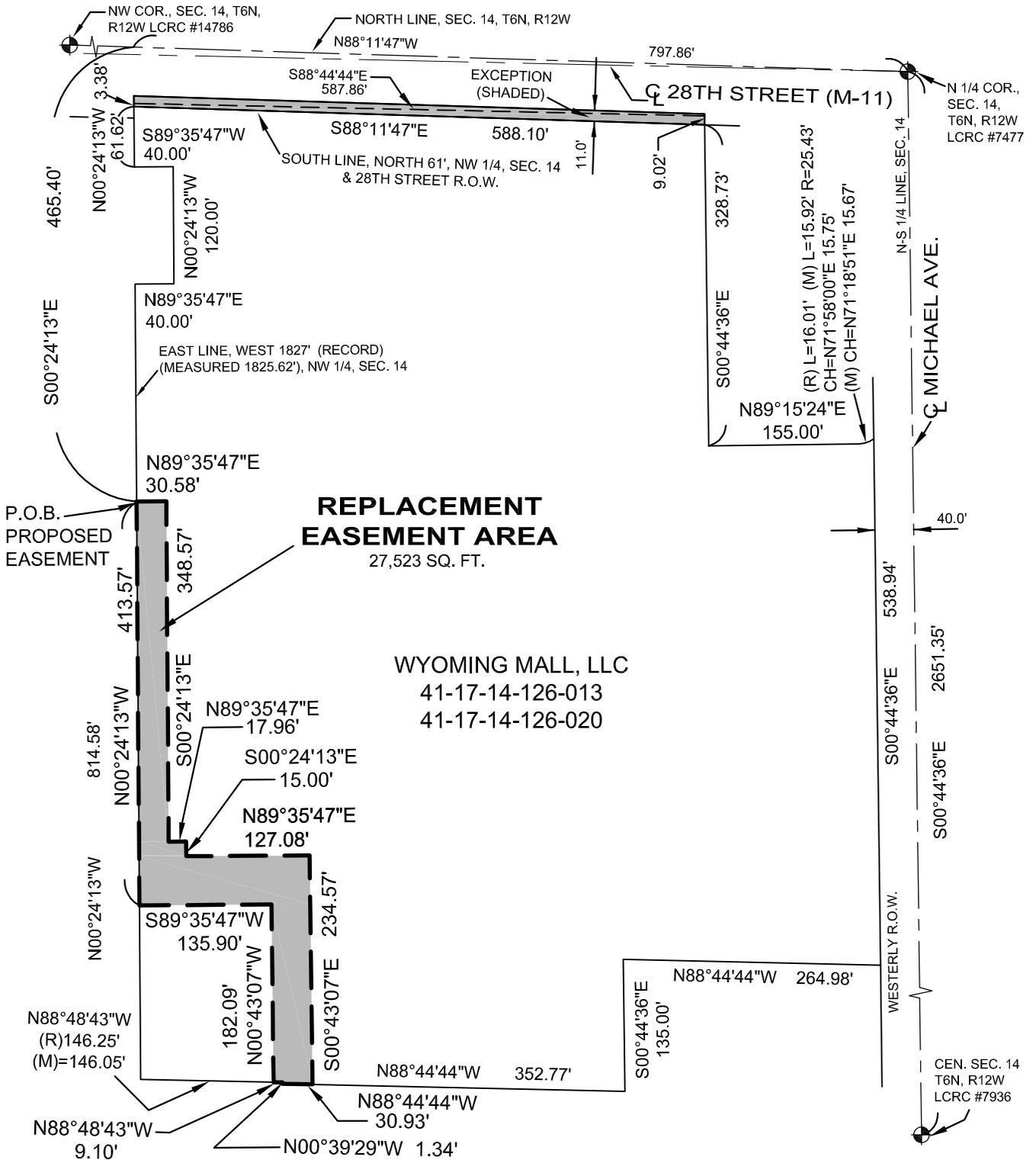
PREPARED BY:


Pathfinder
 Engineering, Inc.

2335 Byron Center Ave. S.W. Wyoming, MI 49519
 Phone 1-616-878-3885 Fax 1-616-878-4559
 DATE: 5-17-16 PROJECT NO.: 14032

S:\14032\dwg\14032 28W 5-11-16.dwg 5/17/2016 3:54:50 PM EDT

EXHIBIT B



BEARING BASE: KENT COUNTY
REMONUMENTATION

Pathfinder
Engineering, Inc.

2335 Byron Center Ave. S.W. Wyoming, MI 49519
Phone 1-616-878-3885 Fax 1-616-878-4559

DATE
6-8-16
PROJECT NO.
14032
SHEET NO.
1 OF 11

EXHIBIT B

PROPERTY LEGAL DESCRIPTION (41-17-14-126-013 & 41-17-14-126-020): PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF 28TH STREET (100.00 FEET WIDE) WITH THE WEST LINE OF MICHAEL AVENUE (80.00 FEET WIDE); THENCE SOUTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE), 327.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE), 538.94 FEET TO A POINT WHICH IS 135.00 FEET NORTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE FROM THE WESTERLY EXTENSION OF THE NORTH LINE OF PRAIRIE PARKWAY (FORMERLY COLRAIN STREET); THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 28TH STREET, 264.98 FEET TO A POINT 305.00 FEET WEST OF THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 14; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID MICHAEL AVENUE, 135.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 28TH STREET, 352.77 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14, 1.34 FEET TO SAID WESTERLY EXTENSION OF THE NORTH LINE OF PRAIRIE PARKWAY (FORMERLY COLRAIN STREET); THENCE WESTERLY ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF SAID PRAIRIE PARKWAY (FORMERLY COLRAIN STREET), 146.25 FEET TO A POINT BEING 1827.00 FEET EAST FROM THE WEST LINE OF SAID SECTION 14; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 14, 814.58 FEET TO A POINT WHICH IS 185.00 FEET SOUTH FROM THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE); THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTH 120.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 14; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTH 65.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 14 TO THE SOUTH LINE OF SAID 18TH STREET (100.00 FEET WIDE); THENCE EAST 587.86 FEET ALONG THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) TO A POINT WHICH IS 170.00 FEET WEST ALONG THE SOUTH LINE OF SAID SECTION 28 (100.00 FEET WIDE) FROM THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) WITH THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE); THENCE SOUTH 337.75 FEET PARALLEL WITH THE WEST LINE OF SAID MICHAEL AVENUE: THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 155.00 FEET; THENCE NORTHEASTERLY 16.01 FEET ALONG A 25.43 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 58 MINUTES 00 SECONDS EAST 15.75 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART DEEDED TO THE CITY OF WYOMING BY QUIT CLAIM DEED RECORDED IN LIBER 4825, PAGE 676 AND DESCRIBED AS FOLLOWS: THE SOUTH 11.00 FEET OF THE NORTH 61.00 FEET OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, EXCEPT THE WEST 1827.00 FEET AND EXCEPT THE EAST 190.00 FEET THEREOF.

REPLACEMENT EASEMENT LEGAL DESCRIPTION: PART OF THE NORTHWEST 1/4 OF SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 14; THENCE N88°11'47"W 797.86 FEET ALONG THE NORTH LINE OF SAID SECTION 14; THENCE S00°24'13"E 465.40 FEET ALONG THE EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NW 1/4 OF SAID SECTION 14 TO THE POINT OF BEGINNING; THENCE N89°35'47"E 30.58 FEET; THENCE S00°24'13"E 348.57 FEET PARALLEL WITH SAID EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NW 1/4 OF SECTION 14; THENCE N89°35'47"E 17.96 FEET; THENCE S00°24'13"E 15.00 FEET PARALLEL WITH SAID EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NW 1/4 OF SAID SECTION 14; THENCE N89°35'47"E 127.08 FEET; THENCE S00°43'07"E 234.57 FEET; THENCE N88°44'44"W 30.93 FEET; THENCE N00°39'29"W 1.34 FEET; THENCE N88°48'43"W 9.10 FEET; THENCE N00°43'07"W 182.09 FEET; THENCE S89°35'47"W 135.90 FEET TO SAID EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NW 1/4 OF SECTION 14; THENCE N00°24'13"W 413.57 FEET ALONG SAID EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NW 1/4 OF SAID SECTION 14 TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD. CONTAINS 27,523 SQUARE FEET, MORE OR LESS.

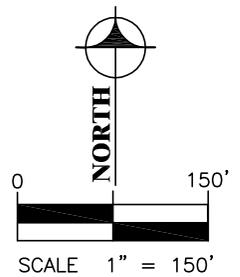
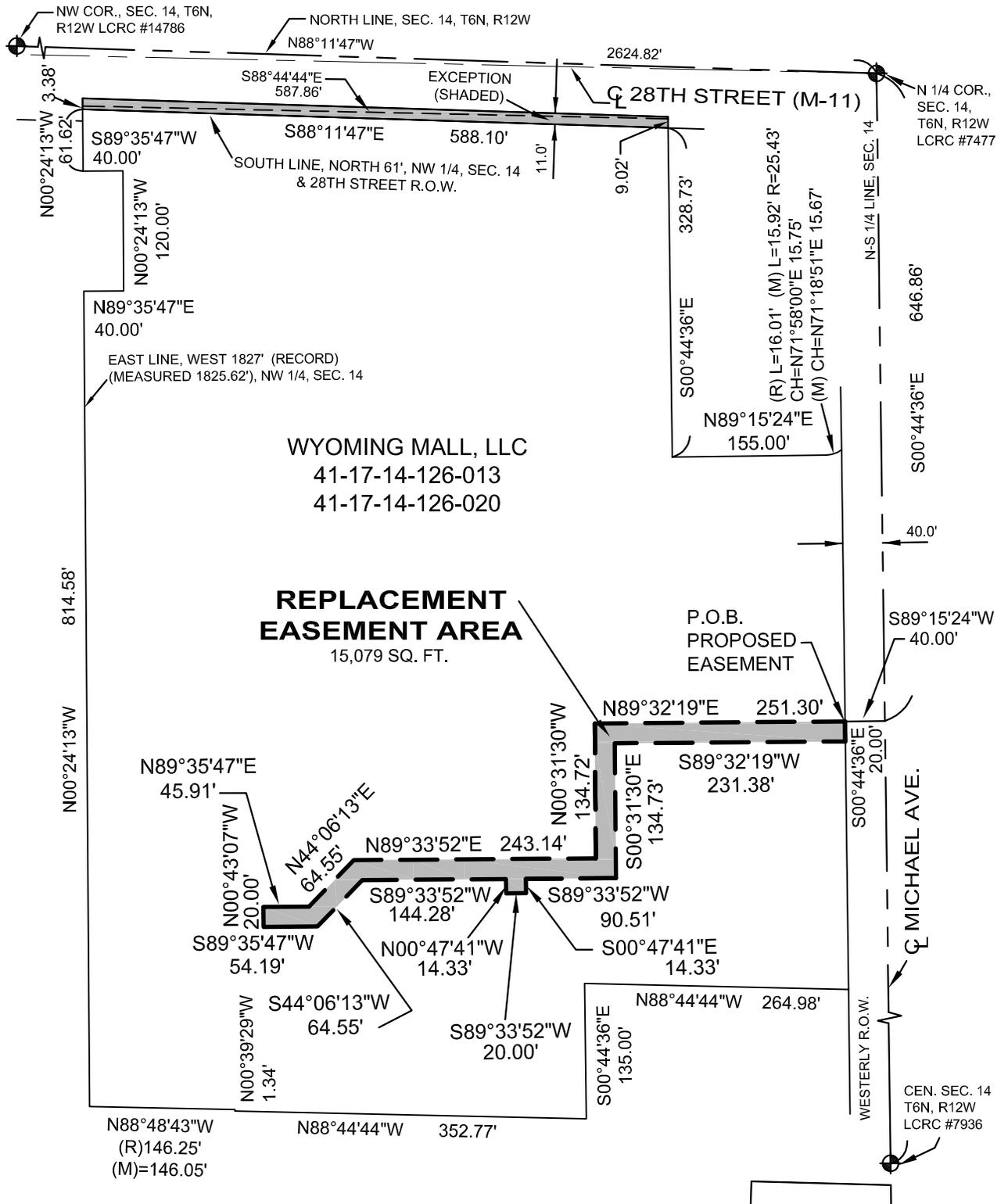
NOTE: PROPERTY LEGAL DESCRIPTION FROM SUN
TITLE COMMITMENT #PC100341 (DATED 3-17-16)

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PROPERTY LEGAL DESCRIPTION (41-17-14-126-013 & 41-17-14-126-020): PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF 28TH STREET (100.00 FEET WIDE) WITH THE WEST LINE OF MICHAEL AVENUE (80.00 FEET WIDE); THENCE SOUTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE), 327.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE), 538.94 FEET TO A POINT WHICH IS 135.00 FEET NORTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE FROM THE WESTERLY EXTENSION OF THE NORTH LINE OF PRAIRIE PARKWAY (FORMERLY COLRAIN STREET); THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 28TH STREET, 264.98 FEET TO A POINT 305.00 FEET WEST OF THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 14; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID MICHAEL AVENUE, 135.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 28TH STREET, 352.77 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14, 1.34 FEET TO SAID WESTERLY EXTENSION OF THE NORTH LINE OF PRAIRIE PARKWAY (FORMERLY COLRAIN STREET); THENCE WESTERLY ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF SAID PRAIRIE PARKWAY (FORMERLY COLRAIN STREET), 146.25 FEET TO A POINT BEING 1827.00 FEET EAST FROM THE WEST LINE OF SAID SECTION 14; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 14, 814.58 FEET TO A POINT WHICH IS 185.00 FEET SOUTH FROM THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE); THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTH 120.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 14; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTH 65.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 14 TO THE SOUTH LINE OF SAID 18TH STREET (100.00 FEET WIDE); THENCE EAST 587.86 FEET ALONG THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) TO A POINT WHICH IS 170.00 FEET WEST ALONG THE SOUTH LINE OF SAID SECTION 28 (100.00 FEET WIDE) FROM THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) WITH THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE); THENCE SOUTH 337.75 FEET PARALLEL WITH THE WEST LINE OF SAID MICHAEL AVENUE: THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 155.00 FEET; THENCE NORTHEASTERLY 16.01 FEET ALONG A 25.43 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 58 MINUTES 00 SECONDS EAST 15.75 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART DEEDED TO THE CITY OF WYOMING BY QUIT CLAIM DEED RECORDED IN LIBER 4825, PAGE 676 AND DESCRIBED AS FOLLOWS: THE SOUTH 11.00 FEET OF THE NORTH 61.00 FEET OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, EXCEPT THE WEST 1827.00 FEET AND EXCEPT THE EAST 190.00 FEET THEREOF.

REPLACEMENT EASEMENT LEGAL DESCRIPTION: PART OF THE NORTHWEST 1/4 OF SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 14; THENCE S00°44'36"E 646.86 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 14; THENCE S89°15'24"W 40.00 FEET TO THE WEST RIGHT OF WAY LINE OF MICHAEL AVENUE AND THE POINT OF BEGINNING; THENCE S00°44'36"E 20.00 FEET ALONG WEST SAID RIGHT OF WAY LINE OF MICHAEL AVENUE; THENCE S89°32'19"W 231.38 FEET; THENCE S00°31'30"E 134.73 FEET; THENCE S89°33'52"W 90.51 FEET; THENCE S00°47'41"E 14.33 FEET; THENCE S89°33'52"W 20.00 FEET; THENCE N00°47'41"W 14.33 FEET; THENCE S89°33'52"W 144.28 FEET; THENCE S44°06'13"W 64.55 FEET; THENCE S89°35'47"W 54.19 FEET; THENCE N00°43'07"W 20.00 FEET; THENCE N89°35'47"E 45.91 FEET; THENCE N44°06'13"E 64.55 FEET; THENCE N89°33'52"E 243.14 FEET; THENCE N00°31'30"W 134.72 FEET; THENCE N89°32'19"E 251.30 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD. CONTAINS 15,079 SQUARE FEET, MORE OR LESS.

NOTE: PROPERTY LEGAL DESCRIPTION FROM SUN
TITLE COMMITMENT #PC100341 (DATED 3-17-16)

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REPLACEMENT EASEMENT LEGAL DESCRIPTION: PART OF THE NORTHWEST 1/4 OF SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 14; THENCE N88°11'47"W 622.48 FEET ALONG THE NORTH LINE OF SAID SECTION 14; THENCE S00°56'12"E 61.07 FEET TO THE SOUTH LINE OF THE NORTH 61 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 14, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY OF 28TH STREET, AND THE POINT OF BEGINNING; THENCE S00°56'12"E 300.48 FEET; THENCE S89°35'47"W 50.00 FEET; THENCE N00°56'12"W 302.40 FEET TO SAID SOUTH LINE OF THE NORTH 61 FEET OF THE NORTHWEST 1/4 OF SECTION 14; THENCE S88°11'47"E 50.06 FEET ALONG SAID SOUTH LINE OF THE NORTH 61 FEET OF THE NORTHWEST 1/4 OF SECTION 14, ALSO BEING THE SAID SOUTHERLY RIGHT-OF-WAY OF 28TH STREET, TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD. CONTAINS 15,072 SQUARE FEET, MORE OR LESS.

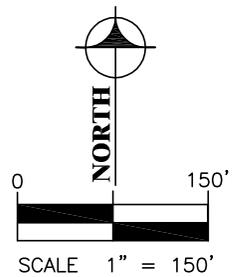
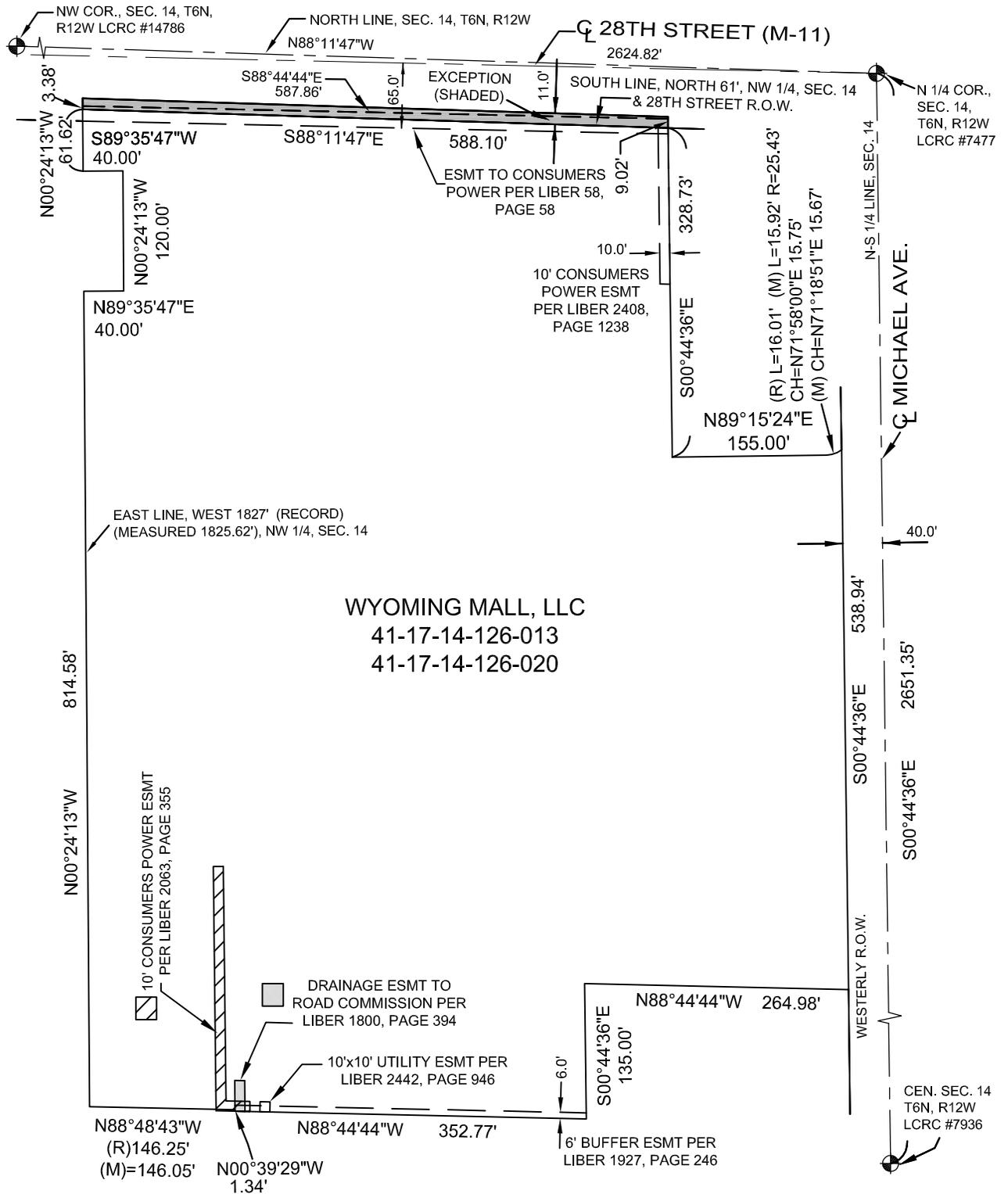
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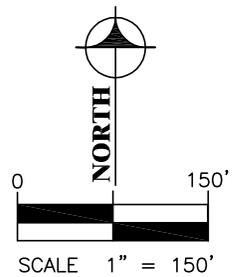
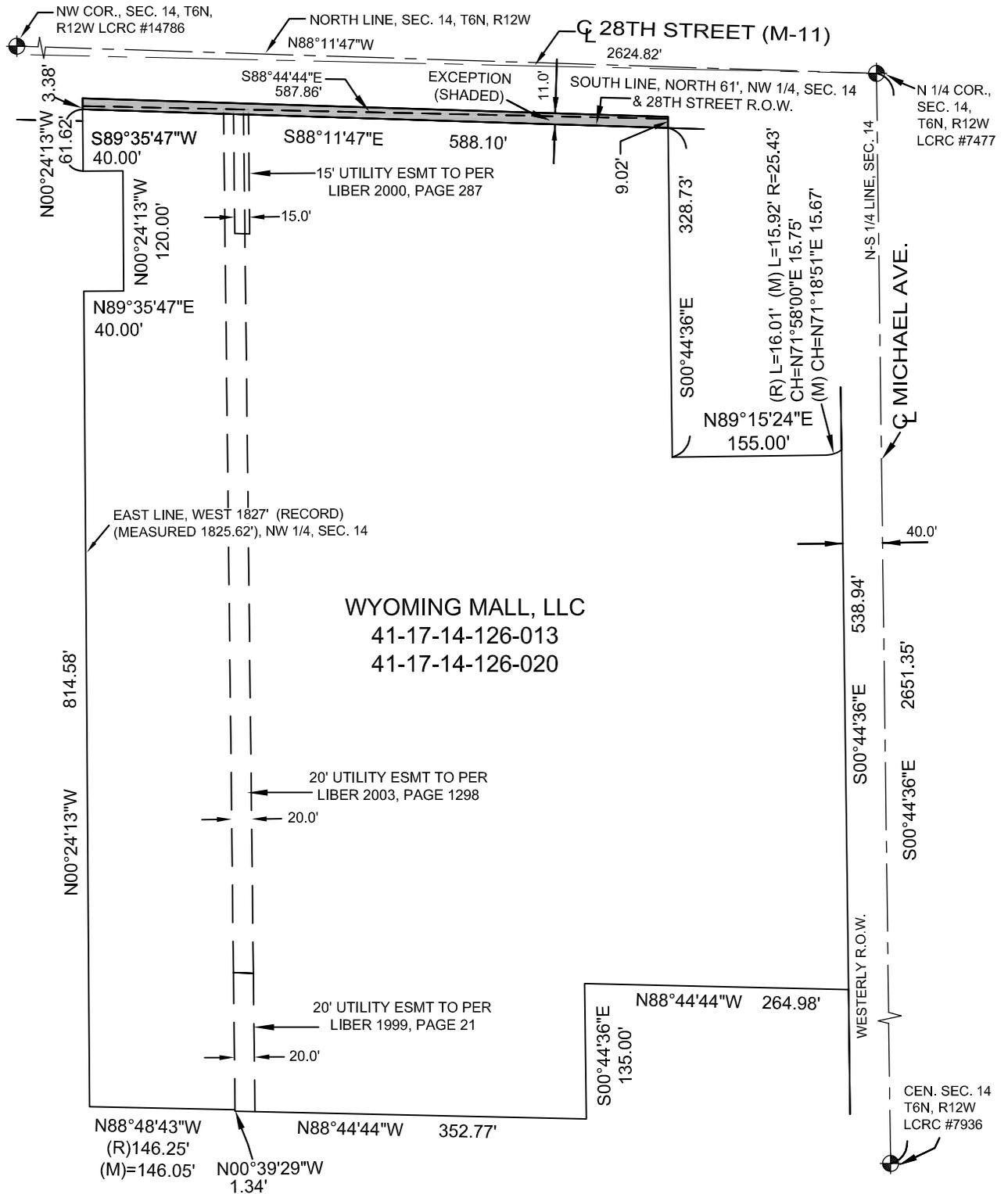
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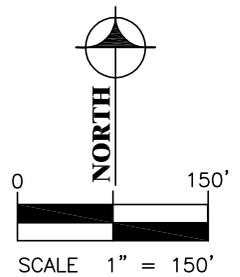
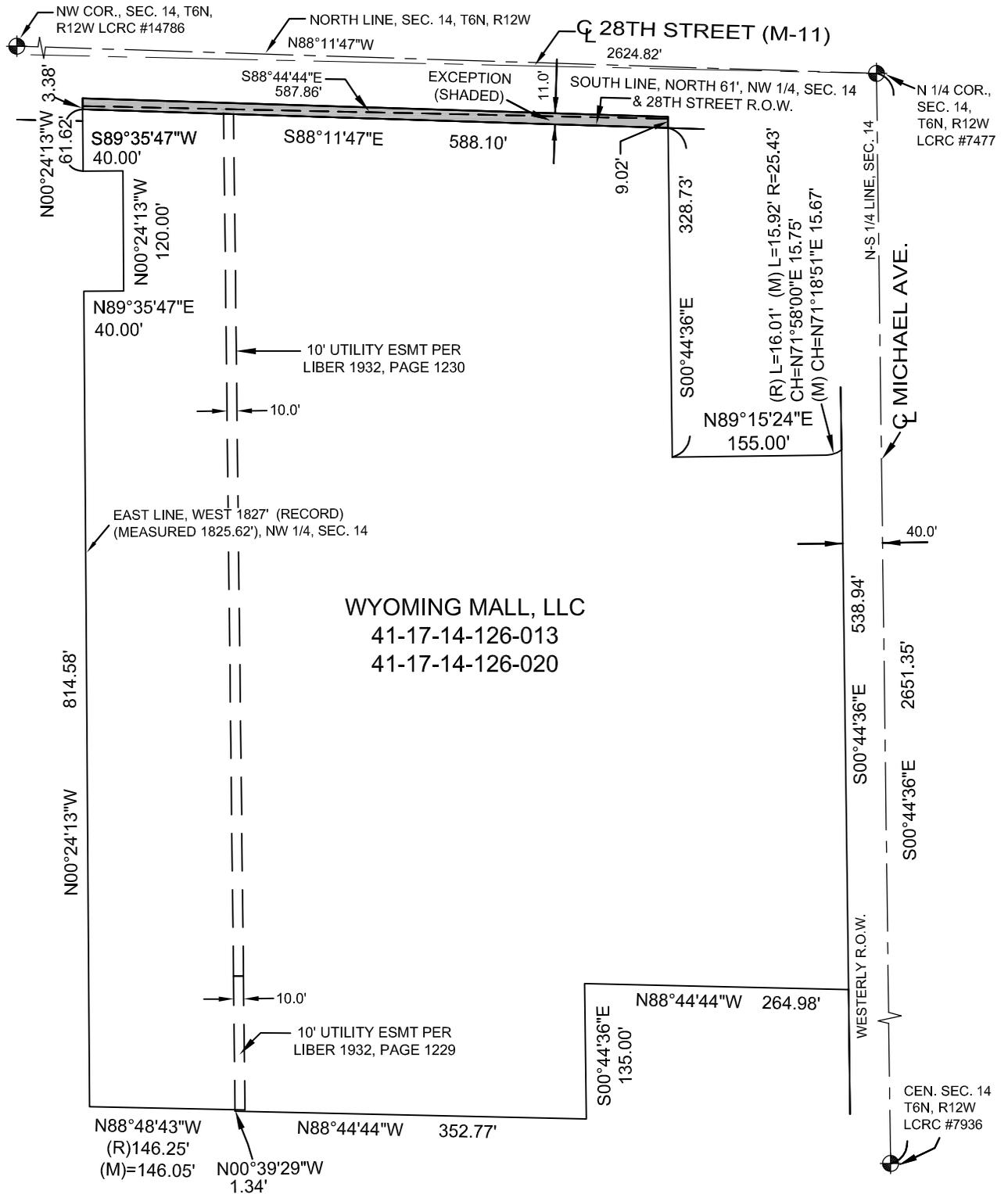
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EXHIBIT B

EASEMENTS TO GET RELEASED IN FULL:

LIBER 1932 PAGE 1229

THE LAND AFFECTED BY THE GRANT OF THIS EASEMENT AND RIGHT OF WAY IS LOCATED IN THE CITY OF WYOMING, COUNTY OF KENT, AND STATE OF MICHIGAN, AND IS MORE PARTICULARLY DESCRIBED AS:

THAT PART OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, LYING WEST OF MICHAEL AVENUE, NORTH OF THE PLAT OF EARDLEY RANCH SITES NO. 1, AND SOUTH OF A LINE 135 FEET NORTH OF THE NORTH LINE OF COLRAIN AVENUE EXTENDED WEST TO THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4, EXCEPT COMMENCING AT THE SOUTHEAST CORNER OF ABOVE DESCRIBED PROPERTY, THENCE WEST 104.78 FEET, THENCE NORTH 131.86 FEET, THENCE EAST 100 FEET, THENCE SOUTH 131.95 FEET TO THE PLACE OF BEGINNING.

THE EASEMENT AND RIGHT OF WAY HEREBY GRANTED COVERS A STRIP OF LAND OVER AND ACROSS THE ABOVE DESCRIBED LAND PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

A STRIP OF LAND 35' WIDE, SAID STRIP BEING THE WEST 35' OF SAID PROPERTY. THE WEST 10' OF SAID 35' STRIP SHALL CONSTITUTE A PERMANENT EASEMENT; THE REMAINDER SHALL BE TEMPORARY AND SHALL BE FOR CONSTRUCTION PURPOSES ONLY. SAID TEMPORARY EASEMENT SHALL TERMINATE JANUARY 1, 1964.

LIBER 1932 PAGE 1230

THE LAND AFFECTED BY THE GRANT OF THIS EASEMENT AND RIGHT OF WAY IS LOCATED IN THE CITY OF WYOMING, COUNTY OF KENT, AND STATE OF MICHIGAN, AND IS MORE PARTICULARLY DESCRIBED AS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST DESCRIBED AS BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF MICHAEL AVENUE AND 28TH STREET, THENCE SOUTH ALONG THE WEST LINE OF MICHAEL AVENUE TO A POINT 135 FEET NORTH OF THE NORTH LINE OF COLRAIN AVENUE, EXTENDED, THENCE WEST PARALLEL TO THE SOUTH LINE OF 28TH STREET 620 FEET, THENCE NORTH APPROXIMATELY 868 FEET TO THE SOUTH LINE OF 28TH STREET, THENCE EAST TO THE PLACE OF BEGINNING, EXCEPT THE NORTH 300 FEET OF THE EAST 150 FEET THEREOF.

THE EASEMENT AND RIGHT OF WAY HEREBY GRANTED COVERS A STRIP OF LAND OVER AND ACROSS THE ABOVE DESCRIBED LAND PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

A STRIP OF LAND 10' WIDE, FOR PERMANENT EASEMENT, SAID STRIP BEING THE WEST 10' OF SAID PROPERTY. ALSO A STRIP OF LAND 25' WIDE FOR TEMPORARY EASEMENT TO BE USED FOR CONSTRUCTION PURPOSES ONLY, SAID STRIP OF LAND BEING THE EAST 25' OF THE WEST 35' OF THE NORTH 50' OF SAID PROPERTY. SAID TEMPORARY EASEMENT SHALL TERMINATE JANUARY 1, 1964.

LIBER 2003 PAGE 1298

THE LAND AFFECTED BY THE GRANT OF THIS EASEMENT AND RIGHT OF WAY IS LOCATED IN THE CITY OF WYOMING, COUNTY OF KENT, AND STATE OF MICHIGAN, AND IS MORE PARTICULARLY DESCRIBED AS:

N 918' OF E 1/2 E 1/2 NW 1/4 EXCEPT N. 350 FT. OF E. 190 FT. SEC. 14, T6N, R12W

THE EASEMENT AND RIGHT OF WAY HEREBY GRANTED COVERS A STRIP OF LAND 20 FEET IN WIDTH OVER AND ACROSS THE ABOVE DESCRIBED LAND PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

W. 20 FT. OF S. 868 FT. OF N. 918' OF E 1/2 E 1/2 NW 1/4 EXCEPT N. 350 FT. OF E. 190 FT. SEC. 14, T6N, R12W

NOTE: PROPERTY LEGAL DESCRIPTION FROM SUN TITLE COMMITMENT #PC100341 (DATED 3-17-16)

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EASEMENTS TO GET RELEASED IN FULL:

LIBER 1999 PAGE 21

THE LAND AFFECTED BY THE GRANT OF THIS EASEMENT AND RIGHT OF WAY IS LOCATED IN THE CITY OF WYOMING, COUNTY OF KENT, AND STATE OF MICHIGAN, AND IS MORE PARTICULARLY DESCRIBED AS:

E 1/2 E 1/2 NW 1/4 LYING N OF EARDLEY RANCH SITES NO. 1 EX. COM. ON W. LINE OF MICHAEL AVE. AT A PT. 1408.95 FT. N. OF E. & W. 1/4 LINE, TH. S. 87°54'E, 40.03 FT. TO N. & S. 1/4 LINE. TH. NLY ON N. & S. 1/4 LINE TO PRODUCED S. LINE OF COLRAIN AVE. TH. WLY ALONG SAID PRODUCED HWY. LINE 140.03 FT. TH. SLY AT RT. ANG. 131.86 FT. S. 88°18' E. 104.78 FT. TO BEG. AND EX. N. 918 FT. SEC. 14, T6N, R12W

THE EASEMENT AND RIGHT OF WAY HEREBY GRANTED COVERS A STRIP OF LAND 20 FEET IN WIDTH OVER AND ACROSS THE ABOVE DESCRIBED LAND PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

W 20' OF N. 205' OF E 1/2 E 1/2 NW 1/4 LYING N OF EARDLEY RANCH SITES NO. 1 EX COM ON W LINE ON W. LINE OF MICHAEL AVE. AT A PT. 1408.95 FT. N. OF E. & W. 1/4 LINE, TH. S. 87°54'E, 40.03 FT. TO N. & S. 1/4 LINE. TH. NLY ON N. & S. 1/4 LINE TO PRODUCED S. LINE OF COLRAIN AVE. TH. WLY ALONG SAID PRODUCED HWY. LINE 140.03 FT. TH. SLY AT RT. ANG. 131.86 FT. TH. S. 88°18' E. 104.78 FT. TO BEG. AND EX. N. 918 FT. SEC. 14, T6N, R12W

LIBER 2000 PAGE 287

THE LAND AFFECTED BY THE GRANT OF THIS EASEMENT AND RIGHT OF WAY IS LOCATED IN THE CITY OF WYOMING, COUNTY OF KENT, AND STATE OF MICHIGAN, AND IS MORE PARTICULARLY DESCRIBED AS:

ALL THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF 28TH STREET (100 FEET WIDE) WITH THE WEST LINE OF MICHAEL AVENUE (80 FEET WIDE), THENCE SOUTH ALONG THE WEST LINE OF MICHAEL AVENUE 865.84 FEET MORE OR LESS TO A POINT WHICH IS 135 FEET NORTH ALONG THE WEST LINE OF MICHAEL AVENUE FROM THE WESTERLY EXTENSION OF THE NORTH LINE OF COLRAIN STREET, THENCE WEST PARALLEL WITH THE SOUTH LINE OF 28TH STREET 617.54 FEET MORE OR LESS TO THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION, THENCE NORTH ALONG THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 865.54 FEET MORE OR LESS TO THE SAID SOUTH LINE OF 28TH STREET, THENCE EAST ALONG THE SOUTH LINE OF 28TH STREET 616 FEET MORE OR LESS TO THE PLACE OF BEGINNING, EXCEPTING A PARCEL IN THE NORTHEAST CORNER THEREOF BEING 150 FEET EAST AND WEST BY 300 FEET NORTH AND SOUTH.

THE EASEMENT AND RIGHT OF WAY HEREBY GRANTED COVERS A STRIP OF LAND 15 FEET IN WIDTH OVER AND ACROSS THE ABOVE DESCRIBED LAND PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE EAST 15 FEET OF THE WEST 25 FEET OF THE NORTH 180 FEET OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, WHICH LIES SOUTH OF THE SOUTH LINE OF 28TH STREET (100 FEET WIDE)

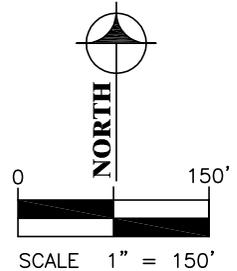
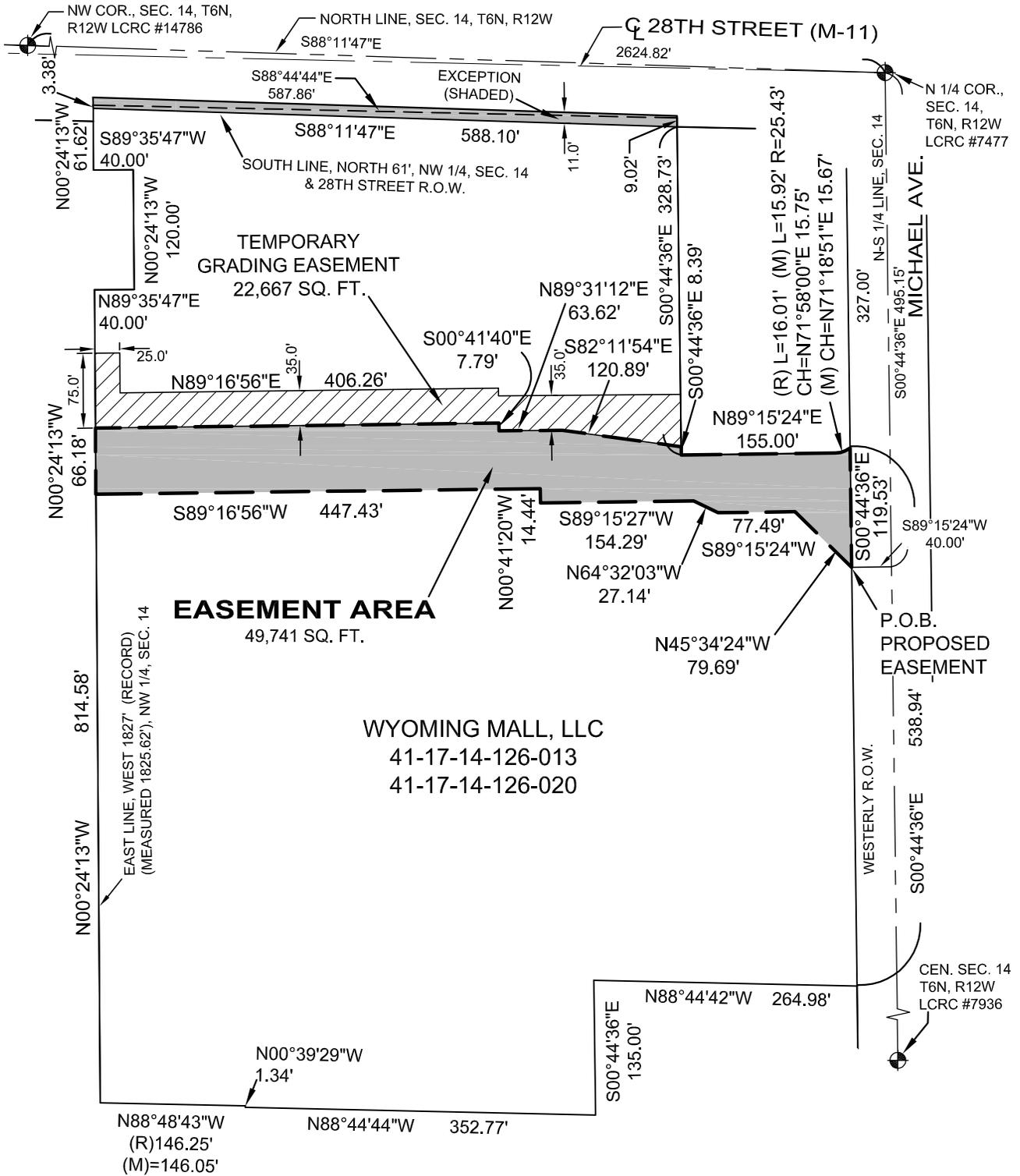
NOTE: PROPERTY LEGAL DESCRIPTION FROM SUN TITLE COMMITMENT #PC100341 (DATED 3-17-16)

Pathfinder
Engineering, Inc.

2335 Byron Center Ave. S.W. Wyoming, MI 49519
Phone 1-616-878-3885 Fax 1-616-878-4559

DATE
6-8-16
PROJECT NO.
14032
SHEET NO.
11 OF 11

EXHIBIT C



BEARING BASE:
KENT COUNTY REMONUMENTATION

EXHIBIT C

PROPERTY LEGAL DESCRIPTION (41-17-14-126-013 & 41-17-14-126-020) : PART OF THE NW 1/4 OF SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF 28TH STREET (100.00 FEET WIDE) WITH THE WEST LINE OF MICHAEL AVENUE (80.00 FEET WIDE); THENCE SOUTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE), 327.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE), 538.94 FEET TO A POINT WHICH IS 135.00 FEET NORTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE, FROM THE WESTERLY EXTENSION OF THE NORTH LINE OF PRAIRIE PARKWAY (FORMERLY COLRAIN STREET); THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 28TH STREET, 264.98 FEET TO A POINT 305.00 FEET WEST OF THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 14; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID MICHAEL AVENUE, 135.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 28TH STREET, 352.77 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NW 1/4 OF SAID SECTION 14; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NW 1/4 OF SAID SECTION 14, 1.34 FEET TO SAID WESTERLY EXTENSION OF THE NORTH LINE OF PRAIRIE PARKWAY (FORMERLY COLRAIN STREET); THENCE WESTERLY ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF SAID PRAIRIE PARKWAY (FORMERLY COLRAIN STREET), 146.25 FEET TO A POINT BEING 1827.00 FEET EAST FROM THE WEST LINE OF SAID SECTION 14; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 14, 814.58 FEET TO A POINT WHICH IS 185.00 FEET SOUTH FROM THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE); THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE 40.00 FEET; THENCE NORTH 120.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 14; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTH 65.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 14 TO THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE); THENCE EAST 587.86 FEET ALONG THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) TO A POINT WHICH IS 170.00 FEET WEST ALONG THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) FROM THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) WITH THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE); THENCE SOUTH 337.75 FEET PARALLEL WITH THE WEST LINE OF SAID MICHAEL AVENUE; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE 155.00 FEET; THENCE NORTHEASTERLY 16.01 FEET ALONG A 25.43 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 58 MINUTES 00 SECONDS EAST 15.75 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART DEEDED TO THE CITY OF WYOMING BY QUIT CLAIM DEED RECORDED IN LIBER 4825, PAGE 676 AND DESCRIBED AS FOLLOWS: THE SOUTH 11.00 FEET OF THE NORTH 61.00 FEET OF THE NW 1/4 OF SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNT, MICHIGAN, EXCEPT THE WEST 1827.00 FEET AND EXCEPT THE EAST 190.00 FEET THEREOF.

EASEMENT LEGAL DESCRIPTION : PART OF THE NORTHWEST 1/4 OF SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 14; THENCE S00°44'36"E 495.15 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 14; THENCE S89°15'24"W 40.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MICHAEL AVENUE AND THE POINT OF BEGINNING; THENCE N45°34'24"W 79.69 FEET; THENCE S89°15'24"W 77.49 FEET; THENCE N64°32'03"W 27.14 FEET; THENCE S89°15'27"W 154.29 FEET; THENCE N00°41'20"W 14.44 FEET; THENCE S89°16'56"W 447.43 FEET TO THE EAST LINE OF THE WEST 1827 FEET AS RECORDED (MEASURED 1825.62) OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N00°24'13"W 66.18 FEET ALONG SAID EAST LINE OF THE WEST 1827 FEET AS RECORDED (MEASURED 1825.62) OF THE NORTHWEST 1/4 OF SECTION 14; THENCE N89°16'56"E 406.26 FEET; THENCE S00°41'40"E 7.79 FEET; THENCE N89°31'12"E 63.62 FEET; THENCE S82°11'54"E 120.89 FEET; THENCE S00°44'36"E 8.39 FEET; THENCE N89°15'24"E 155.00 FEET; THENCE EASTERLY AS RECORDED 16.01 FEET ALONG A 25.43 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS N71°58'00"E 15.75 FEET (MEASURED 15.92 FEET ALONG A 25.43 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS N71°18'51"E 15.67 FEET) TO SAID WESTERLY RIGHT-OF-WAY LINE OF MICHAEL AVENUE; THENCE S00°44'36"E 119.53 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MICHAEL AVENUE TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD. CONTAINS 49,741 SQUARE FEET, MORE OR LESS.

NOTE: PROPERTY LEGAL DESCRIPTION FROM SUN
TITLE COMMITMENT #PC100341 (DATED 3-17-16)

DATE
6-2-16
PROJECT NO.
14032
SHEET NO.
2 OF 2

Pathfinder
Engineering, Inc. 
2335 Byron Center Ave. S.W. Wyoming, MI 49519
Phone 1-616-878-3885 Fax 1-616-878-4559

EXHIBIT E
Estimate of Costs
28th West Place Wyoming Village Mall Property
Wyoming, MI

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
City of Wyoming Costs					
A. SANITARY SEWER ITEMS					
1.	Furnish & Place 15" Sanitary Sewer (Including Sand Backfill)	585	LF	\$75.00	\$43,875.00
2.	Furnish & Place 10" Sanitary Sewer (Including Sand Backfill)	775	LF	\$65.00	\$50,375.00
3.	Abandon 15" Sanitary Sewer (630 ft)	1	LSUM	\$3,000.00	\$3,000.00
4.	Furnish & Place 6" Wye on 15" Sanitary Main	3	EACH	\$300.00	\$900.00
5.	Furnish & Place 6" Wye on 10" Sanitary Main	5	EACH	\$200.00	\$1,000.00
6.	Furnish & Place 4' Diameter Manhole	7	EACH	\$2,500.00	\$17,500.00
7.	Furnish & Place 6" PVC Sanitary Lateral (Including Necessary Risers, Bends, Plugs, Etc.)	360	LF	\$30.00	\$10,800.00
8.	Furnish and Place 8" Sanitary Stub	40	LF	\$55.00	\$2,200.00
SANITARY SEWER ITEM TOTALS:					\$129,650.00
B. STORM SEWER ITEMS					
1.	Furnish & Place 60" Storm Sewer	635	LF	\$180.00	\$114,300.00
2.	Furnish & Place 24" Storm Sewer	120	LF	\$45.00	\$5,400.00
3.	Furnish & Place 18" Storm Sewer	515	LF	\$35.00	\$18,025.00
4.	Furnish & Place 12" Storm Sewer	205	LF	\$30.00	\$6,150.00
5.	Abandon 60" Storm Sewer (435 ft)	1	LSUM	\$5,000.00	\$5,000.00
6.	Furnish & Place 60" Manhole Tee	5	EACH	\$6,000.00	\$30,000.00
7.	Furnish & Place 60" Manhole 45 deg Bend	8	EACH	\$5,000.00	\$40,000.00
8.	Furnish & Place 4' Diameter Storm Manholes	4	EACH	\$2,500.00	\$10,000.00
9.	Furnish & Place 4' Diameter Catch Basins	8	EACH	\$1,500.00	\$12,000.00
10.	Furnish and Place 6" Geotextile, Wrapped Underdrain, Including Sand Backfill	1600	LFT	\$5.00	\$8,000.00
STORM SEWER ITEM TOTALS:					\$248,875.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>COST</u>
C. WATERMAIN ITEMS					
1.	Furnish & Place 8" Watermain, DIP CL 52	1356	LF	\$45.00	\$61,020.00
2.	Furnish & Place 6" Fire Line	70	LF	\$35.00	\$2,450.00
3.	Furnish & Place 2" Water Service	400	LF	\$25.00	\$10,000.00
4.	Furnish & Place 8" Valve & Box	4	EACH	\$700.00	\$2,800.00
5.	Furnish & Place 6" Valve & Box	1	EACH	\$500.00	\$500.00
6.	Furnish & Place Hydrant	5	EACH	\$2,500.00	\$12,500.00
7.	Abandon 6" and 8" Watermain (1000 ft)	1	LSUM	\$4,000.00	\$4,000.00
8.	Furnish and Place 2" Sleeve for Irrigation	200	LF	\$10.00	\$2,000.00
WATERMAIN ITEM TOTALS:					\$95,270.00
D. STREET CONSTRUCTION ITEMS					
1.	Furnish & Place 12" Thick Sand Subbase Compacted in Place (CIP)	1595	CYD	\$10.00	\$15,950.00
2.	Furnish & Place 8" Thick Aggregate Base Compacted in Place (CIP) Crushed Limestone	1065	CYD	\$30.00	\$31,950.00
3.	Furnish & Place 4.5" HMA (MDOT E Mix)	1035	TONS	\$100.00	\$103,500.00
4.	Furnish & Place 30" Concrete Curb and Gutter	105	LF	\$20.00	\$2,100.00
5.	Furnish & Place 24" Concrete Curb and Gutter	1435	LF	\$15.00	\$21,525.00
6.	Furnish & Place 18" Concrete Curb and Gutter	400	LF	\$10.00	\$4,000.00
7.	Street Lighting	1	LSUM	\$40,000.00	\$40,000.00
8.	Furnish & Place 8' Wide Concrete Sidewalk (4" Concrete with 4" of Sand Subbase)	4285	SFT	\$2.50	\$10,712.50
9.	Street Grading	800	LSU	\$30.00	\$24,000.00
10.	Furnish & Place 4" Pavement Marking	3380	LF	\$0.50	\$1,690.00
11.	Furnish & Place Turn Arrow, Only Legend, Stop Bar, and Handicap Legend	1	LSUM	\$500.00	\$500.00
11.	Furnish and Place Small Trees for Landscape	39	EACH	\$150.00	\$5,850.00
12.	Furnish and Place Small Bush for Landscape	42	EACH	\$75.00	\$3,150.00
13.	Furnish and Place Decorative Concrete	3000	SFT	\$12.00	\$36,000.00
14.	Site Restoration w/ 4" TS, Seed and Mulch	1	LSUM	\$13,000.00	\$13,000.00
STREET CONSTRUCTION TOTALS:					\$313,927.50

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
E. REMOVAL ITEMS					
1.	Remove Pavement Section & Site Preparation	7059	SYD	\$8.00	\$56,472.00
2.	Remove Existing Drive Openings	1	EACH	\$4,000.00	\$4,000.00
REMOVAL TOTAL:					\$60,472.00
F. LAND ACQUISITION					
1.	Easement Acquisition	1	LSUM	\$310,881.25	\$310,881.25
2.	Temporary Grading Easement	1	LSUM	\$14,166.88	\$14,166.88
LAND ACQUISITION TOTAL:					\$325,048.13
CITY OF WYOMING'S WYOMING VILLAGE MALL PROPERTY TOTALS:					<u>\$1,173,242.63</u>

Developer Costs

A. AUXILLARY PARKING LOT

1.	Remove Pavement Section & Site Preparation	1660	SYD	\$8.00	\$13,280.00
2.	Furnish & Place 12" Thick Sand Subbase Compacted in Place (CIP)	520	CYD	\$10.00	\$5,200.00
3.	Furnish & Place 8" Thick Aggregate Base Compacted in Place (CIP) Crushed Limestone	348	CYD	\$30.00	\$10,440.00
4.	Furnish & Place 4.5" HMA (MDOT E Mix)	322	TONS	\$100.00	\$32,200.00
5.	Furnish & Place 24" Concrete Curb and Gutter	533	LF	\$15.00	\$7,995.00
6.	Furnish & Place 18" Concrete Curb and Gutter	115	LF	\$10.00	\$1,150.00
7.	Furnish & Place 4" Pavement Marking	840	LF	\$0.50	\$420.00
8.	Furnish & Place 8' Wide Concrete Sidewalk (4" Concrete with 4" of Sand Subbase)	164	SFT	\$2.50	\$410.00
9.	Street Grading	275	LFT	\$30.00	\$8,250.00
10.	Site Restoration w/ 4" TS, Seed and Mulch	200	SYD	\$2.00	\$400.00
AUXILLARY PARKING LOT TOTAL:					<u>\$79,745.00</u>

B. 28TH STREET ENTRANCE DRIVE

1.	Remove Pavement Section & Site Preparation	675	SYD	\$8.00	\$5,400.00
2.	Remove Existing Drive Openings	1	EACH	\$4,000.00	\$4,000.00
3.	Furnish & Place 12" Thick Sand Subbase Compacted in Place (CIP)	183	CYD	\$10.00	\$1,830.00
4.	Furnish & Place 8" Thick Aggregate Base Compacted in Place (CIP) Crushed Limestone	122	CYD	\$30.00	\$3,660.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
5.	Furnish & Place 4.5" HMA (MDOT E Mix)	115	TONS	\$100.00	\$11,500.00
6.	Furnish & Place 30" Concrete Curb and Gutter	244	LF	\$15.00	\$3,660.00
7.	Furnish & Place 4" Pavement Marking	260	LF	\$0.50	\$130.00
8.	Furnish & Place 5' Wide Concrete Sidewalk (4" Concrete with 4" of Sand Subbase)	245	SFT	\$2.50	\$612.50
9.	Street Grading	60	LFT	\$30.00	\$1,800.00
10.	Site Restoration w/ 4" TS, Seed and Mulch	135	SYD	\$2.00	\$270.00
AUXILLARY PARKING LOT TOTAL:					\$32,862.50

DEVELOPER'S WYOMING VILLAGE MALL PROPERTY TOTALS: \$112,607.50

WYOMING VILLAGE MALL PROPERTY TOTALS: \$1,285,850.13

ENGINEERING, LEGAL, FINANCIAL AND CONTINGENCY (25%): \$321,462.53

PROJECT TOTAL: **\$1,607,312.66**

Note: Does not include any costs for improvements to Michael Ave. or 28th Street, signalization at 28th Street, or signage. This estimate also does not include building demolition. This estimate does not include work outside of the scope of work shown in Exhibit D. This estimate does not include the landscaping wall, or the flags off of 28th Street.

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CONSENT AND ASSUMPTION
OF RISK AGREEMENT WITH WYOMING MALL, LLC

WHEREAS:

1. Wyoming Mall, LLC (the Owner), 700 Mall Drive, Portage, MI 49024 owns property at 1216 28th Street SW, PPN 41-17-14-126-020, and is finalizing plans to construct a building addition.
2. The Owner intends to undertake significant alterations and renovations to the Owner's Property that will, among other work, include construction of buildings over existing City water, sanitary sewer and storm sewer lines.
3. Under the terms of a separate Development Agreement, the City and the Owner are participating in a project to construct a public street, demolish and construct buildings or parts of buildings, and relocate the utility lines.
4. It is in the best interest of the City to enter into an agreement with the Owner to grant the City's consent to construct the building addition prior to the relocation of the utility lines, and obtain the Owner's consent to the assumption of risk should these utility lines become blocked, collapsed or otherwise damaged before they are replaced and taken out of service.

NOW, THEREFORE, BE IT RESOLVED:

1. The Consent and Assumption of Risk Agreement between the City of Wyoming and Wyoming Mall, LLC, 700 Mall Drive, Portage, MI 49024, owners of property at 1216 28th Street SW, Wyoming, MI 49509, is hereby approved, and the Mayor and City Clerk are authorized 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: June 20, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Consent and Assumption of Risk
Agreement

Resolution No. _____

CONSENT AND ASSUMPTION OF RISK AGREEMENT

This Consent and Assumption of Risk Agreement is made as of _____, 2016, between the City of Wyoming, a Michigan municipal corporation the principal business address of which is 1155 28th Street SW, Wyoming, MI 49509 (the "**City**"), and Wyoming Mall, LLC, a Michigan limited liability company, the principal business address of which is 700 Mall Drive, Portage, MI 49024 (the "**Owner**").

RECITALS

A. The Owner owns approximately 14.35 acres of property in the City commonly known as Wyoming Village Mall having an address of 1216 28th Street SW and tax parcel number of 41-17-14-126-020, a legal description of which is the following (the "**Owner's Property**"):

PART OF NW 1/4 COM AT INT OF N LINE OF PRAIRIE PKWY/ FORMERLY COLRAIN ST /60 FT WIDE/ & E LINE OF W 1827 FT OF NW 1/4 TH E ALONG N LINE OF SD ST TO A PT 562.0 FT W FROM W LINE OF MICHAEL AVE /80 FT WIDE/ TH N PAR WITH SD W LINE 135.50 FT TH E PAR WITH N LINE OF SD ST 222.0 FT TH S PAR WITH W LINE OF SD AVE 135.50 FT TO N LINE OF SD ST TH E ALONG SD N LINE 75.02 FT TH N PAR WITH W LINE OF SD AVE 135.0 FT TH E PAR WITH N LINE OF SD ST TO N&S 1/4 LINE TH N TO S LINE OF N 350 FT OF NW 1/4 TH W ALONG SD S LINE TO W LINE OF MICHAEL AVE TH S ALONG SD W LINE 27.0 FT TH SWLY 16.01 FT ALONG A 25.43 FT RAD CURVE TO LT /LONG CHORD BEARS S 71D 58M 00S W 15.75 FT/ TH W PERP TO MICHAEL AVE 155.0 FT TH N PAR WITH SD AVE 337.75 FT TH S 87D 59M 20S E 20.0 FT TO W LINE OF E 190 FT OF NW 1/4 TH N ALONG SD E LINE TO N SEC LINE TH W TO NE COR OF W 1827 FT OF NW 1/4 TH S ALONG SD E LINE 122.40 FT TH E PERP TO SD E LINE 40.0 FT TH S PAR WITH SD E LINE 120.0 FT TH W 40.0 FT TO SD E LINE TH S TO BEG EX THAT PART LYING N OF S LINE OF 28TH ST /111 FT WIDE/ & EX THAT PART LYING E OF W LINE OF MICHAEL AVE /80 FT WIDE/ * SEC 14 T6N R12W.

B. The Owner intends to undertake significant alterations and renovations to the Owner's Property (the "**Owner's Property Improvements**") that will, among other work, include construction of buildings over existing City water, sanitary sewer, and storm sewer lines (the "**Utility Lines**") that will require the relocation of the Utility Lines, a project the City will be undertaking later this year.

C. The Owner wishes to immediately commence construction of the Owner's Property Improvements, well before the City commences the Utility Lines relocation.

D. The City is concerned that any blockage in, collapse of, damage to or other failure or problem with the Utility Lines prior to their relocation could result in a need to access portions of the Utility Lines even though they are covered by the Owner's Improvements or access to them may result in damage to or destruction of some or all the Owner's Improvements.

E. Therefore, the City will consent to commencement of construction of the Owner's Improvements prior to completion of the relocation of the Utility Lines only under the following terms and conditions.

TERMS AND CONDITIONS

For the consideration in and referred to by this Agreement, the parties agree:

1. While neither party believes it is likely to occur or exist, the Owner assumes all risks that an event, circumstance or condition will occur that, in the City's sole discretion, necessitates access to the Utility Lines to address. The Owner acknowledges that access to the Utility Lines might result in damage or destruction of some or all of the Owner's Improvements constructed prior to or contemporaneously with that need for access to the Utility Lines and the Owner agrees that it shall be solely responsible for all cost it or others incur as a result of damage or destruction of some or all of the Owner's Improvements. The Owner also acknowledges that access to the Utility Lines after or contemporaneously with construction of the Owner's Improvements could increase the City's costs of accessing the Utility Lines and the Owner shall be solely responsible for all additional costs the City incurs to access the Utility Lines after or contemporaneously with the construction of the Owner's Improvements. If any activities related to construction of the Owner's Improvements causes, results in or exacerbates an event, circumstance or condition that, in the City's sole discretion, necessitates access to the Utility Lines to address, the Owner shall pay all costs the City incurs to address that event, circumstance or condition.

2. If the City, in its sole discretion, determines that any blockage in, collapse of, damage to or other failure or problem with the Utility Lines lying within the area of the Owner's Improvements needs to be

addressed, the City shall contact the Owner to discuss options for addressing that event, circumstance or condition. To the extent reasonably feasible under the circumstances, the City shall provide the Owner estimates of the costs of the various options. The City and the Owner will collaborate to select an option though the choice of the option shall be solely within the City's discretion. In selecting the option to be pursued, the City, among other factors, will consider (i) how to best protect the public health and safety, (ii) how to protect employees or others who will be implementing the approach, (iii) how to best protect the environment, (iv) possible effects on City infrastructure, (v) how to prevent or minimize damage to any part of the Owner's Improvements, (vi) how to prevent or minimize disruption of the construction of the Owner's Improvements, (vii) applicable laws, rules and regulations, (viii) availability of personnel, equipment and supplies, (ix) weather conditions, (x) costs of various options, (xi) effects on nearby property, (xii) effects on vehicular and pedestrian access and traffic, (xiii) the Owner's comments and positions, (xiv) comments and opinions offered by others. In an emergency, the City will first attempt to contact the Owner, but the City will proceed as it believes it best given its understanding of the above factors without fully collaborating with the Owner. The City currently believes sanitary and storm sewer events, circumstances or conditions would most likely be addressed, at least initially, by a by-pass between "upstream" and "downstream" manholes and would endeavor to use that or another initial approach to provide time for more consultation with the Owner prior to choosing another option.

3. The Owner shall hold the City (for purposes of this paragraph including its officers, employees, contractors, agents and representatives) harmless from, defend it (with legal counsel reasonably acceptable to the City) against and indemnify it for all claims, demands, lawsuits, administrative proceedings, governmental investigations, judgments, awards, costs or losses relating to or arising from the commencing construction of the Owner's Property Improvements prior to completion of the Utility Lines relocation. For purposes of this paragraph, any event, circumstance or condition that necessitates access to the Utility Lines to address, including any blockage in, collapse of, damage to or other failure or problem with the Utility Lines, shall be conclusively deemed to have arisen from the commencing construction of the Owner's Property Improvements if it occurs beneath the construction influence area of the Owner's Property Improvements.

4. Under the conditions reflected in this Agreement, the City consents to commencing the construction of the Owner's Improvements before completion of the relocation of the Utility Lines which is being undertaken as provided in another agreement between the parties.

5. The following apply to this Agreement:

A. This Agreement shall take effect as of the date first written above. Unless terminated earlier, this Agreement shall remain in effect until the construction, installation and payments provided for by it are complete or until December 31, 2018.

B. Except where otherwise expressly permitted in this Agreement, neither this Agreement nor any rights, duties or obligations under it are assignable by either party without the other party's prior written consent.

C. This Agreement is the entire agreement between the parties as to its subject matter. It supersedes and replaces any other agreements. Neither this Agreement nor its interpretation shall be affected by any course of dealing or usage of trade. The captions are for reference only and shall not affect the interpretation of this Contract. But, the recitals and exhibits are integral parts of this Agreement. Both parties had the advice of legal counsel and participated in the drafting of this Contract, so they agree it should be construed as mutually drafted. The parties made this contract in Kent County, Michigan.

D. This Agreement may not be modified except in writing signed by both parties after approval of the City Council. However, where expressly provided by this Agreement, some requirements, rights or duties may be modified in accordance with this Agreement.

E. No failure of a party to pursue any breach of this Agreement shall preclude subsequent efforts regarding a subsequent breach of the same provision or any other provision. Acceptance of partial performance in one instance shall not be deemed acceptance of that level of performance.

F. There are no intended beneficiaries of this Agreement other than the parties.

G. The parties may execute this Agreement in any number of counterparts with the same effect as if all parties had signed the same physical document. Each party may transmit the executed copies in an

imaged format to the other parties by facsimile or electronic mail, and the imaged copies shall have the same effect as if all parties had signed the same physical document. All executed counterparts, whether originals or copies sent by facsimile, electronic mail, or a combination, shall be construed together and shall constitute one and the same Agreement.

H. To the extent not prohibited by law, in any action brought pursuant to or to enforce any provision of this Agreement: (i) the jurisdiction and venue shall be solely in the state courts of Kent County, Michigan, and (ii) the prevailing party in any such action shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, reasonable attorneys' fees and other legal costs incurred to bring, maintain, or defend any such action through any and all appellate and collection proceedings. The parties also agree that equitable relief including specific performance and injunctive relief are appropriate remedies.

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

CITY OF WYOMING

WYOMING MALL, LLC

By: _____
Jack Poll, Mayor

By: _____
Joshua T. Weiner, Member

By: _____
Kelli VandenBerg, City Clerk

GRAPIDS 57721-27 411395v3

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PRIORITY HEALTH
FOR A MINIMUM VALUE HEALTH INSURANCE PLAN

WHEREAS:

1. The City employs fifteen grant funded T.E.A.M. 21 Site Coordinators who supervise after-school and summer programs. They work 35 hours per week, 48 weeks per year, and are considered full time as defined by the ACA (30 hours/week).
2. It is recommended the City offer these employees a self-funded Priority Health Minimum Value Plan as detailed in the attached documents, in order to avoid ACA penalties.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Priority Health for a Minimum Value Health Insurance Plan.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of the proposal and future amendments in accordance with the ACA and budget authorization.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Minimum Value Plan

Resolution No. _____

STAFF REPORT

DATE: June 20, 2016

SUBJECT: Affordable Care Act Implications on T.E.A.M. 21 Site Coordinators

FROM: Kate Balfourt, Accountant
Scott Bloem, Recreation Programmer II
Kristen Bosker, Human Resources Specialist
Kim Oostindie, Director of Human Resources

Recommendation

It is recommended that the City offer T.E.A.M. 21 Site Coordinators a self-funded Minimum Value Plan (MVP) with the 21st CCLC grant paying 80% of the premium of single coverage and the employee contributing 20% of the premium.

The Affordable Care Act (ACA) requires coverage be offered to the employee and dependents, but not the spouse. It is recommended the city not offer spousal coverage and that dependent coverage be offered, but with the employee paying the full cost of the premium for dependent coverage.

This course of action will eliminate the possibility of the City being assessed the below listed ACA penalties.

Discussion

The City employs fifteen grant funded T.E.A.M. 21 Site Coordinators who supervise after-school and summer programs. They work 35 hours per week, 48 weeks per year, and are considered full time as defined by the ACA (30 hours/week). Because of the ACA coverage requirements for full time employees, the City is exposed to two possible penalties:

- No-offer penalty – If the City fails to offer health care coverage to at least 95% of its full time employees (calculated monthly), it would be subject to a fee equal just over \$2,000 per full-time employee (minus the first 30), including those offered coverage. This penalty is estimated to exceed \$650,000 annually, if assessed.
- Affordable / Minimum-Value Penalty – This penalty is currently \$3,240 per employee who is both offered coverage, that does not meet either the affordability or “minimum value” standards by the ACA, *and* qualifies for a subsidy on the healthcare exchange. The maximum penalty if each Site Coordinator qualified for the subsidy would be \$48,600.

Plan Design and Cost

As detailed in the attached recommendation from Lighthouse Insurance Group, the plan design includes a \$6,500 deductible; with in-network coverage at 100% (after deductible is met) for doctors, specialists, outpatient hospital, emergency room and ambulance. Prescription drug coverage \$15/generic / 75% brand plus member pays difference if generic is available.

Monthly premiums for this Plan are: Single \$358.54; Double \$752.94; and Family \$1,003.92.

Timeline

In order to comply with the ACA, health insurance coverage for T.E.A.M. 21 site coordinators will be effective with the City's September 1, 2016 insurance plan year. Open enrollment will occur in July/August of this year.

Attachments: HSA and MVP Plan Information
Employee Count Spreadsheet

Insurance Company	Priority Health	Priority Health
Type of Plan	EPO HSA \$6,350 / \$12,700	Priority Health
In Network	EPO	Minimum Value Plan \$6,500 / \$13,000
PCP Office Visit	100% after deductible	EPO
Preventive Specialist	100%	\$0
Outpatient Hospital	100% after deductible	100%
Emergency Room	100% after deductible	100% after deductible
Ambulance	100% after deductible	100% after deductible
Prescription Drug Deductible	100% after deductible	100% after deductible
TRUE OUT OF POCKET MAXIMUM	\$6,350 / \$12,700	\$15 Generic/ 75% Brand plus member pays difference if generic available
Out of Network	\$6,350 / \$12,700	\$6,500 / \$13,000
	Out of Network	\$6,500 / \$13,000
Office Visit		Out of Network
Specialist		
Inpatient & Outpatient Hospital	No out of Network Benefits	No out of Network Benefits
Emergency Room	Unless Approved by Priority Health	Unless Approved by Priority Health
Ambulance		
Prescription Drug Deductible		
Premium	Current	Current
Single	\$393.49	\$358.54
Double	\$826.34	\$752.94
Family	\$1,101.78	\$1,003.92

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at PriorityHealth.com or by calling 1-800-446-5674.

Important Questions	Answers	Why this Matters
What is the overall deductible?	<p>\$6,500 person/ \$13,000 family</p> <p>The deductible doesn't apply to preventive care or prescription drugs. Amounts you pay toward the deductible do not count toward any co-insurance maximums.</p>	<p>You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.</p>
Are there other deductibles for specific services?	No.	<p>You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.</p>
Is there an out-of-pocket limit on my expenses?	Yes. \$6,500 person/ \$13,000 family	<p>The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.</p>
What is not included in the out-of-pocket limit?	<p>Premiums, balance-billed charges, health care this plan doesn't cover, services that exceed an annual day/visit limit, and any co-pays and co-insurance you pay for any non-essential health benefits. See plan documents for additional services that may not be included in the out-of-pocket limit.</p>	<p>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</p>
Does this plan use a network of providers?	Yes. See PriorityHealth.com or call 1-800-446-5674 for a list of participating providers.	<p>If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.</p>
Do I need a referral to see a specialist?	You don't need a referral to see a participating specialist. You do need a referral to see a non-participating specialist.	<p>You can see the in-network specialist you choose without permission from this plan. This plan will pay some or all of the costs to see an out-of-network specialist for covered services but only if you have the plan's permission before you see the specialist.</p>
Are there services this plan doesn't cover?	Yes.	<p>Some of the services this plan doesn't cover are listed on page 6. See your policy or plan document for additional information about excluded services.</p>

- **Co-payments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **co-insurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **participating providers** by charging you lower **deductibles**, **co-payments** and **co-insurance** amounts.
- You may be able to pay your **deductible** and **co-insurance** using money from a Health Reimbursement Account (HRA) or Flexible Spending Accounts (FSA).

Common Medical Events	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions (All benefits apply after the deductible is met unless otherwise noted)
	Primary care visit to treat an injury or illness	No charge	Not covered	
	Specialist visit	No charge	Not covered	
If you visit a health care provider's office or clinic	Other practitioner office visit	<ul style="list-style-type: none"> • No charge for eCare visits • No charge for retail service center services • No charge for dietitian services • No charge for allergy testing, serum & injections • No charge for family planning/infertility services • No charge for Temporomandibular Joint Function (TMJ) treatment and Orthognathic surgery 	<ul style="list-style-type: none"> • eCare visits not covered • Retail service center services covered at the in-network benefit level • Dietitian services not covered • Allergy testing, serum & injections not covered • Family planning/infertility services not covered • Temporomandibular Joint Function (TMJ) treatment and Orthognathic surgery not covered 	<p>Coverage includes services provided face-to-face, telephonically, or through secure electronic portal.</p> <p>Prescription drug co-pay may also apply when selected injectable drugs are provided.</p> <p>Retail service center services are covered at reasonable and customary charges.</p> <p>Dietitian services include visits <i>not</i> listed in Priority Health's Preventive Health Care Guidelines. These services are limited to 6 visits per contract year.</p> <p>Prior approval is required for all treatments of Autism Spectrum Disorder. See Habilitation Services below for additional information.</p>
	Preventive care/screening/immunization	No charge	Not covered	Preventive care services are those listed in Priority Health's Preventive Health Care Guidelines, including women's preventive health care services. Deductible does not apply.
If you have a test	Diagnostic test (x-ray, blood work)	No charge	Not covered	-----none-----
	Imaging (CT/PET scans, MRIs)	No charge	Not covered	Prior Approval required for certain radiology examinations.

Common Medical Events	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions (All benefits apply after the deductible is met unless otherwise noted)
<p>If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.priorityhealth.com/prog/pharmacy/pharmacy.cgi</p>	Generic drugs	\$15 co-pay/ retail prescription \$30 co-pay/ mail order prescription	Not covered	Costs shown in the "Your Cost" columns apply to drugs on the approved drug list when obtained from a Participating Provider. Covers up to a 31-day supply (retail prescription); Covers up to a 90 day supply (mail order prescription)
	Preferred brand drugs	75% co-insurance/ retail prescription 75% co-insurance/ mail order prescription	Not covered	Up to a 90-day supply of medication (excluding Specialty Drugs) may be obtained at one time for three applicable Copayments at a retail Participating Pharmacy. 75% co-insurance/ prescription for infertility drugs.
	Non-preferred brand drugs	75% co-insurance/ retail prescription 75% co-insurance/ mail order prescription	Not covered	Deductible does not apply. Member Pays difference, when a generic drug is available and the member chooses the brand name drug.
	Preferred specialty drugs	75% co-insurance/ retail prescription	Not covered	Deductible does not apply. Member Pays difference, when a generic drug is available and the member chooses the brand name drug.
	Non-Preferred specialty drugs	75% co-insurance/ retail prescription	Not covered	
	<p>If you have outpatient surgery</p>	Facility fee (e.g., ambulatory surgery center)	No charge	Not covered
Physician/surgeon fees		No charge	Not covered	Prior approval is required for bariatric surgery, panniculectomy, rhinoplasty and septorhinoplasty. Coverage is limited to one bariatric surgery per lifetime. Unless medically necessary, a second bariatric surgery is not Covered, even if the first procedure occurred prior to joining this plan.
Emergency room services		No charge	Covered at the in-network benefit level	-----none-----
<p>If you need immediate medical attention</p>	Emergency medical transportation	No charge	Covered at the in-network benefit level	-----none-----
	Urgent care	No charge	Covered at the in-network benefit level when obtained outside of the Service Area	Urgent Care services received from a Non-Participating Provider who is located in our Service Area are not Covered. Urgent Care services received from a Non-Participating Provider who is located <u>outside</u> of our Service Area are Covered.

Common Medical Events	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions (All benefits apply after the deductible is met unless otherwise noted)
	Facility fee (e.g., hospital room)	No charge	Not covered	Prior Approval is required at least 5 working days in advance, except in emergencies or for Hospital stays for a mother and her Newborn of up to 48 hours following a vaginal delivery and 96 hours following a cesarean section. Notification must be provided for all admissions following emergency room care.
If you have a hospital stay	Physician/surgeon fee	No charge	Not covered	See the Schedule of Copayments and Deductibles for a complete list of certain surgeries and treatments. Prior approval is required for bariatric surgery, panniculectomy, rhinoplasty and septorhinoplasty. Coverage is limited to one bariatric surgery per lifetime. Unless medically necessary, a second bariatric surgery is not Covered, even if the first procedure occurred prior to joining this plan.
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services Mental/Behavioral health inpatient services Substance use disorder outpatient services Substance use disorder inpatient services	No charge No charge No charge No charge	Not covered Not covered Not covered Not covered	Including medication management visits. Including Residential Treatment and partial hospitalization. Except in an emergency, prior approval required. Including medication management visits. Including subacute, Residential Treatment and partial hospitalization. Except in an emergency, prior approval required.
If you are pregnant	Routine prenatal and postnatal care Delivery and all inpatient services	No Charge No charge	Not covered Not covered	Routine prenatal and postnatal visits are covered under your Preventive Health Care Services benefit. Appropriate office visit charge (PCP or specialist) may apply for physician office services or home visits and consultations for complications of pregnancy. Deductible applies to facility charges for delivery.

Common Medical Events	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost if You Use a Non-Participating Provider	Limitations & Exceptions (All benefits apply after the deductible is met unless otherwise noted)
	Home health care	No charge	Not covered	Including hospice care services; excluding rehabilitation and habilitation services. Prior approval required except for hospice care services in the home.
	Rehabilitation services These services are <i>not</i> for the treatment of Autism Spectrum Disorder	No charge	Not covered	Rehabilitation and habilitation services provided in the home are subject to the limitations of the Rehabilitation Services and Habilitation Services benefits described below. Physical and occupational therapy (Including osteopathic and chiropractic manipulation) limited to a combined 30 visits per contract year. Speech therapy limited to 30 visits per contract year. Cardiac rehabilitation & pulmonary rehabilitation limited to a combined 30 visits per contract year.
If you need help recovering or have other special health needs	Habilitation services for treatment of Autism Spectrum Disorder only	No charge	Not covered	Prior Approval required for all treatment of Autism Spectrum Disorder. Covered services include Physical, Occupational, and Speech Therapy and Applied Behavioral Analysis (ABA). Services are Covered for children and adolescents under age 19 only. Multiple charges may apply during one day of service.
	Habilitation services not for the treatment of Autism Spectrum Disorder	Not covered	Not covered	Not covered
	Skilled nursing care	No charge	Not covered	Services received in a skilled nursing care facility, subacute facility, inpatient rehabilitation care facility or hospice care facility are limited to a combined 45 days per contract year. Prior approval required.
	Durable medical equipment (DME)	No charge	Not covered	Including rental, purchase or repair. Prior Approval required for equipment over \$1,000.
	Prosthetics & orthotics	No charge	Not covered	This benefit applies to hospice services provided in the home only. Any hospice services provided in a facility will be subject to the appropriate facility benefit.
If your child needs dental or eye care	Hospice service	No charge	Not covered	Not covered
	Eye exam	Not covered	Not covered	Not covered
	Glasses	Not covered	Not covered	Not covered
	Dental check-up	Not covered	Not covered	Not covered

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)	
• Acupuncture	• Habilitation services not for the treatment of Autism
• Cosmetic surgery	• Spectrum Disorder
• Dental care (Adult & Child)	• Hearing aids
	• Long-term care
	• Non-emergency care when traveling outside the U.S.
	• Private-duty nursing
	• Routine eye care (Adult & Child)
	• Routine foot care

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)	
• Bariatric surgery	• Infertility treatment - diagnostic, counseling and planning services for the underlying cause of infertility
• Chiropractic care	• Weight loss programs
	• Emergency services provided outside the U.S.

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-446-5674. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact:

- Priority Health at 1-800-446-5674 or visit www.priorityhealth.com;
- The Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272); or
- The Michigan Health Insurance Consumer Assistance Program (HICAP) at 1-877-999-6442 or DIFS-HICAP@Michigan.gov

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefit it provides.

----- To see examples of how this plan might cover costs for a sample medical situation, see the next page -----

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

NOTE: These examples demonstrate possible costs under Subscriber only coverage. If you have Subscriber/Dependent coverage, your costs may be different.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-528-8762.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-528-8762.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-528-8762.

Navajo (Dine): Dinek ehgo shika at'ohwol nimisingo, kwijijigo holne' 1-800-528-8762

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$890
- Patient pays \$6,650

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$6,470
Co-pays	\$30
Co-insurance	\$0
Limits or exclusions	\$150
Total	\$6,650

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$3,430
- Patient pays \$1,970

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$1,300
Co-pays	\$590
Co-insurance	\$0
Limits or exclusions	\$80
Total	\$1,970

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **co-payments**, and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ No. Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ Yes. An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **co-payments**, **deductibles**, and **co-insurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-446-5674 or visit us at PriorityHealth.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or www.cchio.cms.gov or call 1-800-446-5674 to request a copy.

	01/29/15	02/26/15	03/26/15	04/23/15	05/21/15	06/18/15	07/30/15	08/27/15	09/24/15	10/22/15	11/19/15	12/30/15	01/28/16	02/29/16	03/24/16	04/07/16
Full-Time Total	336	336	337	334	327	333	333	334	335	337	337	341	338	336	336	336
Court	16	16	15	15	16	16	16	16	16	16	16	16	16	16	16	16
Full-Time without Court	320	320	322	319	311	317	317	318	319	321	321	325	322	320	320	320
Team 21	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Full-Time and Team 21	335	335	337	334	326	332	332	333	334	336	336	340	337	335	335	335
95% of Employee Count	318.25	318.25	320.15	317.3	309.7	315.4	315.4	316.35	317.3	319.2	319.2	323	320.15	318.25	318.25	318.25
Difference*	16.75	16.75	16.85	16.7	16.3	16.6	16.6	16.65	16.7	16.8	16.8	17	16.85	16.75	16.75	16.75
# of Team 21 Employees	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Penalty Buffer (# of employe	1.75	1.75	1.85	1.7	1.3	1.6	1.6	1.65	1.7	1.8	1.8	2	1.85	1.75	1.75	1.75

* Difference equals the number of employees we could not offer coverage to without penalty.

RR:ET
06/20/2016

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
PURCHASE ORDER WITH SECURITY CORPORATION

WHEREAS:

1. The City desires to install a video surveillance system at the WSC (Wyoming Senior Center)
2. It is recommended City Council authorize the Mayor and City Clerk to enter into a purchase order with Security Corporation to provide a video surveillance system for the WSC in the amount of \$32,294.46.

NOW, THEREFORE, BE IT RESOLVED:

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

<u>Item</u>	<u>Recommended Bidder</u>	<u>Cost</u>
WSC Video Surveillance System	Security Corporation	\$32,294.46

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Resolution No. _____

STAFF REPORT

Date: June 13, 2016

Subject: WSC (Wyoming Senior Center) Video Surveillance System

From: Rebecca Rynbrandt, Director of Community Services

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

Meeting Date: June 20, 2016

RECOMMENDATION:

It is recommended that the City Council approve the bid received from **Security Corporation** for the installation of a video surveillance system at the WSC (Wyoming Senior Center) in the amount of \$32,294.46.

SUSTAINABILITY CRITERIA:

Environmental Quality – The WSC is a facility that provides programs and services for the citizens of Wyoming. Use of the facility for programs and services should be provided as safely and securely as possible so as to protect community investments and ensure to the greatest extent possible public safety. A video surveillance system will allow staff to monitor the building, its entry points, hallways, and multiple meeting rooms from a centralized location. The video surveillance system may also provide information that could be used by law enforcement if necessary.

Social Equity – While the WSC primarily provides programs and services for those 50 years of age and older, the WSC is used for activities for all ages. These activities include facility reservations for youth, adult, and family recreation, leisure, and health and wellness programming. In addition, by improving security, activities like wedding receptions, family reunions, corporate trainings, resource fairs, etc., will be allowed to expand facility use.

Economic Strength – Maximizing the use of the WSC, addressing community desire for activity space for larger events, and providing as safe and secure facility as possible, will allow for a greater return on the City's investment by expanding resident and community use. Through this expanded use, the WSC itself, and its primary programs and services for those 50 years of age and older, will cross market to those visiting the facility through its expanded reservations, with a goal to increase overall program participation.

DISCUSSION:

Staff, working with the City's Information Technology Department, implemented a Request for Qualifications (RFQ) process initially, which provided services for the video surveillance system design. Following that system design, a full Request for Proposal (RFP) was implemented.

Forty-nine (49) companies were informed of the RFP, with five (5) companies returning bids. Of these bids, the lowest bid did not meet specifications; specifically the network equipment was judged by the City's Information Technology Department to be inferior. Of the four remaining bids, it was decided to interview the remaining two lowest bids. A committee consisting of Ted Seil (Public Works); Pat Firestone (Information Technology); Jeff Anderson (Parks and Facilities); and Molly Remenap, and Eric Tomkins (Parks and Recreation) performed the company interviews.

Staff is recommending **Security Corporation** based on: a) product quality of cameras and server (affirmed by reference check with Orchard View Public Schools which is utilizing the same equipment), b) server size being judged more adequate for expected operation and storage capacity by the City's Informational Technology Department as compared to the other company interviewed, c) coverage of required areas (identified at the WSC) by video surveillance accomplished by less cameras as compared to the other company interviewed (less space needed on the server, less potential maintenance in the long term, etc.), and d) references provided were more specific to the type of camera and server bid than the other company interviewed (their references included entities that used different types of cameras and servers than what the company bid). Note that the **Security Corporation** bid award is in the amount of \$32,294.46 with this figure accounting for a deduction of \$5,466.52 in the total bid price related to their inclusion of an optional server in their bid which we find adequate for our needs.

BUDGET IMPACT:

Funds were planned for this investment in account number 208-752-758.00-975.225, Capital Outlay, Senior Center Improvements.

###

City of Wyoming - Tabulation of Bids
Video Surveillance System for the Wyoming Senior Center
Opened by the City Clerk on Tuesday, April 19, 2016 @ 11:00 A.M.

Bidder	Bid Price
KVO Communications	\$25,800.00
Modern Fire & Security Systems, Inc.	\$29,026.80
Security Corporation	\$37,760.98
Mechanical Controls & Maintenance, Inc.	\$38,570.02
ElectroMedia	\$41,850.29

KVO Communications

VIDEO SURVEILLANCE SYSTEM SCHEDULE of VALUES
THE WYOMING SENIOR CENTER

LE
misc

ID	QTY	MFG / Part Number	Description	Hardware Cost	Unit Labor	Total Cost
1	1	DS9664NVEI 842TB	Server/NVR			
2						
3	2	DS2CD2322T	Interior Cam			
4	9/10	DS2CD2322WDI	Interior Cam			
5	4	DS2CD2322FLW-IVS	Interior Cam			
6	1	DS2C2342WD-IE	Interior Exterior Cam			
7			Exterior Cam			
8			Exterior Cam			
9	7	DS2CD4A65F-IZH	Exterior Cam			
10						
11	6	VERO61-1981 LE in down	Cat6 DataRun	VERO61-1981-	POSSIBLE	
12	35	VANCAT6-7Bl	Patch Cables		N/A	
13	2	XFS1816P	POE Switch			
OTHER OPTIONS INCLUDED				IN BASE BID	Lines 14-20	
14	1	UN40H5003AFX1A	40" mon			
15	1	PA746	Archiving in			
16						
17						
18						
19						
20						
ALTERNATES				PRICES NOT	IN BASE BID	
21	1	DS2CD2322WE	Kitchen Cam*	235	300.00	N/A
22	1	" "	Arts/Crafts *	235	300	N/A
23	1	" "	Library Cam *	235	300	N/A
24	1	" "	Pantry Cam *	235	300	N/A
25	1	" "	Coffee Shop *	235	300	N/A
26		In base per addendum	Extended North Lot Cameras			N/A
27		Have to calculate costs	Optional UPS			N/A
28		based on final camera count				N/A
				Project	Management	
*	Include data run and		Patch cables		Training	
				Bonds and	Insurance	
				BASE BID	TOTAL	\$ 25,800.00

This document will be used for post bid process for adjustments, additions or deletion.

BIDDER TO USE THIS FORM OR CREATE SIMILAR DOCUMENT AND INCLUDE WITH SUBMISSION

NVR (Non Raid Version) DS9664NI-I842TB

- Professional series
- Has capability from supporting 720P IP all of the way up to 12 MP cameras
- Synchronized and independent HDMI/VGA outputs- this means you can have a couple of monitors hooked up either synced together or independently
- Can add up to 64 IP Cameras
- Supports both internal hard drives or RAID storage
- Handles up to 48 TB of internal storage
- Cold Swappable hard drives
- Full Three year manufactures warranty and supports H.264, H.264+, H.265 Compression
- NVR can be controlled via IVMS 4200 software- 64 cameras can be viewed at one time
- For mobile IVMS 4500 application
- The cost to switch to a RAID 5 version of this NVR would require an upgrade to a **DS96128NI-F24/H3** for an additional \$2,650 for the NVR, \$6,065 for the Hard Drives and \$951.00 for the case.

INTERIOR CAMERAS

-all have three year manufacturer's warranty

- This warranty is for the hardware only- after the first year it does not cover the cost of labor, other material or trip charges.

DS2CD22WDI

- Cameras have true WDI
- Full Backlight compensation and 125 DB noise reduction for WDR
- 2.0 MP Camera
- Fixed lens with 3 different lens choices which allows the camera to never to out of focus

DS2342WD-II

- 4.0 MP Camera
- Cameras have true WDI
- Full Backlight compensation and 125 DB noise reduction for WDR
- 2.0 MP Camera
- Fixed lens with 3 different lens choices which allows the camera to never to out of focus

DS2CD2722FWD-IVS

- 2.0 MP Camera
- Fully motorized
- True WDR
- Varifocal lens from 2.8-12 MM
- IR Range of 30 meters

DS2CD4A65F-IZH

- Full 6.0 MP Camera

- 1 1/8" progressive CMOS chip
- 2.8 to 12 MM Motorized auto focus lens
- 50m IR range
- EXIR (Intelligent IR Technology)
- Maximum image resolution 3072X2048

POE Switches:

Luxol XFS1816P

- Professional grade switch with 16 POE outputs and 2 gigabit uplink ports

XGS1024S

- Gigabit non-POE switch to combine switches and go to NVR

UPS

I cannot calculate a UPS that will run the equipment for 30 days until I know the final counts on the cameras- However I would estimate a UPS would be in the \$1000-\$2000.00 dollar range.

Notes & Assumptions

This proposal has been prepared under the following assumptions:

1. This proposal is based on all work being performed at a regular hourly rate, unless noted. If there is a need to accelerate the schedule, KVO Communications will provide a quote, with overtime, for the requested shortened schedule.
2. All changes by an authority having jurisdiction or authorization to do so will alter this proposal
3. Any painting of electrical conduit, equipment, etc. will be done by others
4. Where the price of material, equipment, or energy increases prior to acceptance of a quote, the quote sum may be adjusted, however, after acceptance quote is good for 30 days.
5. That the network bandwidth is capable of supporting remote viewing of the cameras.
6. That Wyoming IT staff will be on hand to integrate cameras onto the network at no cost to KVO
7. That electrical outlets will be available for us to use or will be installed at no cost to KVO

Modern Fire & Security Systems, Inc.

VIDEO SURVEILLANCE SYSTEM SCHEDULE of VALUES THE WYOMING SENIOR CENTER

ID	QTY	MFG /Part Number	Description	Hardware Cost	Unit Labor	Total Cost
1	1	Dvtel HRZ-NVR SMB-06	Server/NVR	\$7,400.00	\$432.00	\$7,832.00
2						
3	13	Dvtel CM-3102-11-I	Interior Cam	\$500.00	\$36.00	\$6,968.00
4			Interior Cam			
5			Interior Cam			
6						
7	6	Dvtel CM-6204-11-I	Exterior Cam	\$850.00	\$90.00	\$5,640.00
8			Exterior Cam			
9			Exterior Cam			
10						
11	19		Cat6 Data Run	\$125.00	\$54.00	\$3,401.00
12	40		Patch Cables	\$3.00	N/A	\$120.00
13	1	HP 2530-24-PoE+	POE Switch	\$1,300.00	\$72.00	\$1,372.00
		OTHER OPTIONS	INCLUDED	IN BASE BID	Lines 14-20	
14	1		Cat 6 Patch Panel	\$110.00	\$72.00	\$182.00
15	1	Middle Atlantic	Floor Rack	\$550.00	\$144.00	\$694.00
16	1		Workstation/Monitor	\$2,157.00	\$54.00	\$2,211.00
17						
18						
19						
20						
		ALTERNATES	PRICES NOT	IN BASE BID		
21	1	DVTel CM-3102-11-I	Kitchen Cam *	\$728.00	\$90.00	N/A
22	1	DVTel CM-3102-11-I	Arts/Crafts *	\$728.00	\$90.00	N/A
23	1	DVTel CM-3102-11-I	Library Cam *	\$728.00	\$90.00	N/A
24	1	DVTel CM-3102-11-I	Pantry Cam *	\$728.00	\$90.00	N/A
25	1	DVTel CM-3102-11-I	Coffee Shop *	\$728.00	\$90.00	N/A
26	1	DVTel CM-6204-11-I	Extended North Lot Cameras *	\$1,070.00	\$144.00	N/A
27	1	APC SMX2000RMLV2U	Optional UPS	\$1,400.00	\$72.00	N/A
28						
	*	Include data run and Patch cables			Project Management	\$600.00
				Training	\$300.00	
				Bonds and Insurance	\$0.00	
				BASE BID TOTAL	\$29,320.00	

This document will be used for post bid process for adjustments, additions or deletion.

Security Corp.

See Attached Bill Of Materials

**VIDEO SURVEILLANCE SYSTEM SCHEDULE of VALUES
THE WYOMING SENIOR CENTER**

ID	QTY	MFG / Part Number	Description	Hardware Cost	Unit Labor	Total Cost
1			Server/NVR			
2						
3			Interior Cam			
4			Interior Cam			
5			Interior Cam			
6						
7			Exterior Cam			
8			Exterior Cam			
9			Exterior Cam			
10						
11			Cat6 DataRun			
12			Patch Cables		N/A	
13			POE Switch			
		OTHER OPTIONS INCLUDED		IN BASE BID	Lines 14-20	
14						
15						
16						
17						
18						
19						
20						
		ALTERNATES	PRICES NOT	IN BASE BID		
21			Kitchen Cam*			N/A
22			Arts/Crafts *			N/A
23			Library Cam *			N/A
24			Pantry Cam *			N/A
25			Coffee Shop *			N/A
26			Extended North Lot Cameras			N/A
27			Optional UPS			N/A
28						N/A
				Project	Management	
	*	Include data run and	Patch cables		Training	
				Bonds and	Insurance	
				BASE BID	TOTAL	

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BIDDER TO USE THIS FORM OR CREATE SIMILAR DOCUMENT AND INCLUDE WITH SUBMISSION

Wyoming Senior Center
Bill of Materials - Avigilon

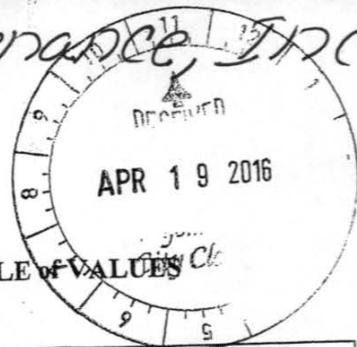


<u>Description</u>	<u>Qty</u>	<u>Eq Price</u>	<u>Labor</u>	<u>Unit Price</u>	<u>Ext Price</u>
2.0C-H4A-D1 Avigilon 2MP Dome w/Analytics and WDR	8	\$ 693.26	\$ -	\$ 693.26	\$ 5,546.11
9W-H3-3MH-DP1 3x 3MP, Pendant Multisensor Camera	3	\$ 1,624.84	\$ -	\$ 1,624.84	\$ 4,874.51
MNT-AD-CORNER Corner Mount Adapter	3	\$ 77.99	\$ -	\$ 77.99	\$ 233.98
TPE-1620WS 16-Port GB PoE Switch	1	\$ 530.04	\$ -	\$ 530.04	\$ 530.04
0E-19VGA W Box 19" Monitor w/VGA Cable	1	\$ 144.42	\$ -	\$ 144.42	\$ 144.42
HD-NVR3-PRM-48TB-NA Avigilon 48TB Server	1	\$ 19,350.73	\$ 277.30	\$ 19,628.03	\$ 19,628.03
8C-ACC5-STD ACC 5 Standard License For Up To 8 cam	1	\$ 1,148.22	\$ -	\$ 1,148.22	\$ 1,148.22
1C-ACC5-STD ACC 5 Standard License For Up To 1 cam	3	\$ 160.32	\$ -	\$ 160.32	\$ 480.95
Mobilization	1	\$ -	\$ 277.31	\$ 277.31	\$ 277.31
Freight	1	\$ 216.65	\$ -	\$ 216.65	\$ 216.65
Cabling installation subcontractor	1	\$ -	\$ 2,988.00	\$ 2,988.00	\$ 2,988.00
Warranty	1	\$ -	\$ 1,692.76	\$ 1,692.76	\$ 1,692.76

SubTotal: \$ 37,760.98
Sales Tax (if applicable): \$ 1,938.54
Grand Total w/ Tax: \$ 39,699.52

Optional - BE550G Back-UPS 550 330 Watts /550 VA	1	\$ 156.00	\$ -	\$ 156.00	\$ 156.00
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Mechanical Controls & Maintenance, Inc.



VIDEO SURVEILLANCE SYSTEM SCHEDULE OF VALUES THE WYOMING SENIOR CENTER

ID	QTY	MFG / Part Number	Description	Hardware Cost	Unit Labor	Total Cost
1	1	PELCO	Server/NVR	\$9,537.30	\$545.60	\$10,082.90
2		DSSRU2-240RD-US				
3	2	EVO-12NCD	Interior Cam	\$993.32	\$146.69	\$2,280.02
4	9	IMP-221-IRS	Interior Cam	\$681.53	\$146.69	\$7,453.98
5			Interior Cam			
6						
7	4	IMP521-IES	Exterior Cam	\$810.49	\$146.69	\$3,828.72
8			Exterior Cam			
9			Exterior Cam			
10		GENSPEED6				
11	15	NK6880R JACK	Cat6 DataRun	\$146.69	\$387.20	\$8,008.35
12	30	15ea 5'x1' QUICKTRON	Patch Cables	\$2.20	N/A	\$66.00
13	1	AVAYA AL3500E16-E6	POE Switch	\$2,889.35	\$545.60	\$3,434.95
		OTHER OPTIONS INCLUDED	IN BASE BID		Lines 14-20	
14	1	AGER G237HL	MONITOR	\$116.59		\$116.59
15	1	LOGITECH MK120	KEYBOARD/MOUSE	\$24.71		\$24.71
16						
17						
18						
19						
20						
		ALTERNATES	PRICES NOT	IN BASE BID		
21	1	IMP-221-IRS	Kitchen Cam*	\$681.53	\$412.50	N/A
22	1	IMP-221-IRS	Arts/Crafts *	\$681.53	\$412.50	N/A
23	1	IMP-221-IRS	Library Cam *	\$681.53	\$412.50	N/A
24	1	IMP-221-IRS	Pantry Cam *	\$681.53	\$412.50	N/A
25	1	IMP-221-IRS	Coffee Shop *	\$681.53	\$412.50	N/A
26	1	IMP521-IES	Extended North Lot Cameras	\$810.49	\$412.50	N/A
27	1	UPS-SMT1000RM2U	Optional UPS	\$625.51		N/A
28	1	EWR-12-22	SERVER RACK	\$334.64	\$545.60	N/A
					Project Management	\$3,000.80
					Training	\$273.00
					Bonds and Insurance	
				BASE BID	TOTAL	\$38,570.02

This document will be used for post bid process for adjustments, additions or deletion.

BIDDER TO USE THIS FORM OR CREATE SIMILAR DOCUMENT AND INCLUDE WITH SUBMISSION

SCHEDULE OF VALUES/BID FORM

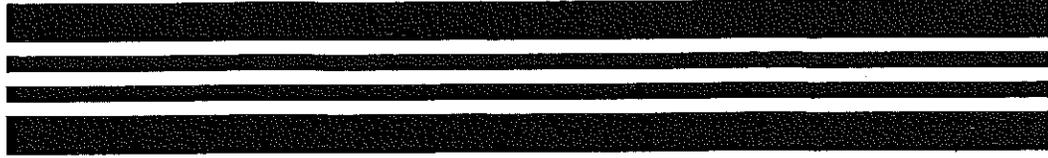
ELECTROMEDIA INC

Wyoming Senior Center Video Surveillance System

ID	QTY	Part Number	MFG / Description	Unit Cost	Unit Labor	Total Cost
1	1	NVR-T-1-1-48TB	Video Insight Server *	\$11,088.94	\$1,100.00	\$12,188.94
2			INTERIOR CAMERAS		\$0.00	\$0.00
3	8	A47-2.8	Advidia 3mp wide angle camera	\$344.50	\$70.00	\$3,316.00
4	2	A47 (Standard)	Advidia 3mp camera	\$344.50	\$70.00	\$829.00
5	5	A34W	Advidia 3mp wide angle camera	\$322.98	\$70.00	\$1,964.90
6	4	A34	Advidia 3mp camera	\$322.98	\$70.00	\$1,571.92
7			EXTERIOR CAMERAS			\$0.00
8	10	B-51	Advidia 5mp Varifocal Camera	\$1,193.20	\$140.00	\$13,332.00
9			includes goosneck mounting hardware			\$0.00
10						\$0.00
11	29	Multi	Panduit Certifiable Plenum Cat6 Data Drop	\$59.63	\$140.00	\$5,789.27
12	58	misc.	Patchcables	\$5.30	\$0.00	\$307.40
13	2	LX-XFS1816P	Luxol 18 port switch 16port POE **	\$396.18	\$40.00	\$872.36
14			OTHER INCLUDED IN BASE BID			\$0.00
15	1	Lot	Hardware for Exterior Penetrations/Piping	\$238.50	\$400.00	\$638.50
16	1	Lot	Cable Management Hardware	\$200.00	\$0.00	\$200.00
17						\$0.00
18			Alternates NOT in Base Bid			\$0.00
19		A47-2.8	Kitchen Camera ***	\$414.73	\$210.00	\$0.00
20		A34W	Arts/Crafts Camera ***	\$393.21	\$210.00	\$0.00
21		A34W	Library Camera ***	\$393.21	\$210.00	\$0.00
22		A34W	Pantry Camera ***	\$393.21	\$210.00	\$0.00
23		A47-2.8	Coffee Shop ***	\$414.73	\$210.00	\$0.00
24		A65 (6mp)	EXTENDED NORTH LOT CAMERA *** #	\$1,278.63	\$210.00	\$0.00
25		APC	OPTIONAL UPS	\$1,172.94	\$70.00	\$0.00
26						\$0.00
27						\$0.00
28						\$0.00
29						\$0.00
30						\$0.00
			PROJECT MANAGEMENT			\$500.00
			TRAINING			\$340.00
			BONDS AND INSURANCE			
			GRAND TOTAL			\$41,850.29

NOTES

- * Includes Monitor per spec - Tower model ment to be on desktop or wall shelf so additional rack space should not be required
- ** will provide power up to 32 cameras, if more addtioinal cameras are required another switch will be necessary
- *** Includes Data Cabling and Patchcables per spec.
- # Would require mulitple cameras to cover the area - TBD



City of Wyoming - Bid Document
Separator Sheet

Opening Number:



1479

Bid Title:

Video Surveillance System

Opening Date:

04-19-2016

Resolution Date:

Fiscal Year:

Resolution #:

COPY

 **SCANNED**

BID PROPOSAL FORM

State total bid price for furnishing and installing a video surveillance system at the Wyoming Senior Center in accordance with the specifications contained herein:

Total Bid Price: \$ 37,760.98

AN ITEMIZED COST BREAKDOWN IS REQUIRED
Must Include Schedule of Values Sheet provided herein

Proposer certifies it is a:

Proprietorship Partnership Corporation

Are you, or the business owner related to any elected official or employee of the City of Wyoming?

Yes No

Is the bidder a Woman Owned Company?

Yes No

Is the bidder a Minority Owned Company?

Yes No

Is the bidder a Section 3 Certified Contractor?

Yes No

TERMS: According to specifications AIA billing

COMPANY Security Corporation

ADDRESS 22325 Roethel Drive

CITY Novi

STATE MI

ZIP 48375

AUTHORIZED BY (PLEASE PRINT) Eric M. Schulz

PHONE 616-826-0527

AUTHORIZED SIGNATURE (REQUIRED) *Eric M. Schulz*

DATE 4-19-16

CELL 616-826-0527

E-MAIL eric.schulz@securitycorp.com

WEB SITE www.securitycorp.com

All bids are to be in sealed envelopes and plainly marked "**BID FOR A VIDEO SURVEILLANCE SYSTEM FOR THE WYOMING SENIOR CENTER.**" The City Council of the City of Wyoming reserves the right to accept or reject all or any RFP's or to waive formalities, and to award the RFP in any manner deemed to be in the best interest of the Cities.

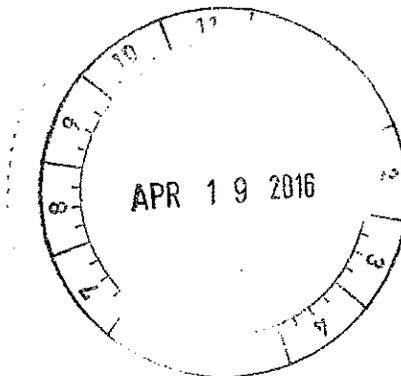
BID DUE: 11:00 A.M., Tuesday, April 19, 2016

Wyoming City Clerk's Office

1155 - 28th Street SW

P.O. Box 905

Wyoming, Michigan 49509-0905



See Attached Bill Of Materials

**VIDEO SURVEILLANCE SYSTEM SCHEDULE of VALUES
THE WYOMING SENIOR CENTER**

ID	QTY	MFG / Part Number	Description	Hardware Cost	Unit Labor	Total Cost
1			Server/NVR			
2						
3			Interior Cam			
4			Interior Cam			
5			Interior Cam			
6						
7			Exterior Cam			
8			Exterior Cam			
9			Exterior Cam			
10						
11			Cat6 DataRun			
12			Patch Cables		N/A	
13			POE Switch			
		OTHER OPTIONS	INCLUDED	IN BASE BID	Lines 14-20	
14						
15						
16						
17						
18						
19						
20						
		ALTERNATES	PRICES NOT	IN BASE BID		
21			Kitchen Cam*			N/A
22			Arts/Crafts *			N/A
23			Library Cam *			N/A
24			Pantry Cam *			N/A
25			Coffee Shop *			N/A
26			Extended North Lot Cameras			N/A
27			Optional UPS			N/A
28						N/A
					Project Management	
	*	Include data run and	Patch cables		Training	
				Bonds and	Insurance	
				BASE BID	TOTAL	

This document will be used for post bid process for adjustments, additions or deletion.

BIDDER TO USE THIS FORM OR CREATE SIMILAR DOCUMENT AND INCLUDE WITH SUBMISSION

Wyoming Senior Center
Bill of Materials - Avigilon



<u>Description</u>	<u>Qty</u>	<u>Eq Price</u>	<u>Labor</u>	<u>Unit Price</u>	<u>Ext Price</u>
2.0C-H4A-D1 Avigilon 2MP Dome w/Analytics and WDR	8	\$ 693.26	\$ -	\$ 693.26	\$ 5,546.11
9W-H3-3MH-DP1 3x 3MP, Pendant Multisensor Camera	3	\$ 1,624.84	\$ -	\$ 1,624.84	\$ 4,874.51
MNT-AD-CORNER Corner Mount Adapter	3	\$ 77.99	\$ -	\$ 77.99	\$ 233.98
TPE-1620WS 16-Port GB PoE Switch	1	\$ 530.04	\$ -	\$ 530.04	\$ 530.04
OE-19VGA W Box 19" Monitor w/VGA Cable	1	\$ 144.42	\$ -	\$ 144.42	\$ 144.42
HD-NVR3-PRM-48TB-NA Avigilon 48TB Server	1	\$ 19,350.73	\$ 277.30	\$ 19,628.03	\$ 19,628.03
8C-ACC5-STD ACC 5 Standard License For Up To 8 cam	1	\$ 1,148.22	\$ -	\$ 1,148.22	\$ 1,148.22
1C-ACC5-STD ACC 5 Standard License For Up To 1 cam	3	\$ 160.32	\$ -	\$ 160.32	\$ 480.95
Mobilization	1	\$ -	\$ 277.31	\$ 277.31	\$ 277.31
Freight	1	\$ 216.65	\$ -	\$ 216.65	\$ 216.65
Cabling installation subcontractor	1	\$ -	\$ 2,988.00	\$ 2,988.00	\$ 2,988.00
Warranty	1	\$ -	\$ 1,692.76	\$ 1,692.76	\$ 1,692.76

SubTotal: \$ 37,760.98
Sales Tax (if applicable): \$ 1,938.54
Grand Total w/ Tax: \$ 39,699.52

Optional - BE550G Back-UPS 550 330 Watts /550 VA	1	\$ 156.00	\$ -	\$ 156.00	\$ 156.00
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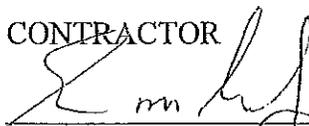


CITY OF WYOMING
P.O. BOX 905
1155 - 28TH STREET SW
WYOMING, MICHIGAN 49509-0905

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Contractor hereby agrees to abide by the following requirements for affirmative action with respect to the work to be performed under this Contract.

1. Contractor shall not discriminate against any employee or applicant for employment because of color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
2. In soliciting or advertising for employees placed by or on behalf of Contractor, Contractor shall state that all qualified applicants will receive consideration for employment without regard to color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. For this purpose it shall suffice to place the words "An Equal Opportunity Employer" in the advertisement and a predominant place at the office of said Contractor.
3. Contractor shall send notice of the City's policy regarding equal employment to each labor union or representative of workers with which Contractor has any agreement, contract or other understanding.
4. Contractor shall furnish information and reports as requested by the City in accordance with this policy. Contractor shall provide access to his/her employment books, records and account to any duly authorized representative of the City in order to allow such representative to ascertain whether or not this policy is being complied with by Contractor.
5. Contractor shall post this policy in conspicuous places so as to be available to all employees and applicants for employment.
6. In the event the City determines that the Contractor has failed to abide by the terms stated in this policy, the City may, at its option, withhold payments until full compliance by the requirements of this policy are complied by the Contractor or may choose to terminate the Contract. The City may further choose to bar said Contractor from further contracts until such time as compliance with the requirements contained herein is achieved.

CONTRACTOR


Signature (Required)
Eric M. Schulz - Account Executive
Security Corporation



**VIDEO SURVEILLANCE SYSTEM DESIGN SERVICES FOR
THE WYOMING SENIOR CENTER**

BUSINESS PROFILE FORM

Length of time your firm has been in business: 40 years.

Length of time at current location: 40 years.

Names and titles of all officers of the company/business:

Robert Holloway II - President

Randy Holloway - Vice President

Janna Fetters - Vice President

Is your firm a sole proprietorship doing business under a different name? (circle one)

NO

YES

Indicate sole proprietorship name and the name you are doing business under: N/A

Identify the names of all team members and their respective roles on the project. Includes resumes of these individuals highlighting their roles in similar engagements for similar public sector agencies.



**VIDEO SURVEILLANCE SYSTEM DESIGN SERVICES FOR
THE WYOMING SENIOR CENTER**

REFERENCES

The bidder must provide (five) client references for services it has performed within the past (3) years that are similar in size, scope, and type of service as specified in this RFP.

Company: The Huntington National Bank Contact Name: Kimberly Lease

Address: 7 Easton Oval, EA5E99 City: Columbus State: OH Zip Code: 43219

Phone Number: 614-331-9425 Cell Phone Number: _____

Email: kimberly.lease@huntington.com Website: _____

Project Name and/or Description:

Access Control, Alarm, CCTV, Intercom (700 Branches)

Start Date: On Going End Date: _____

Company: Capital Area Transportation Authority Contact Name: Beverly Anderson CPM

Address: 4615 Tranter Street City: Lansing State: MI Zip Code: 48910

Phone Number: 517-394-1100, ext 293 Cell Phone Number: _____

Email: banderson@cata.org Website: _____

Project Name and/or Description:

Video Surveillance Upgrades over \$75,000.00

Start Date: On Going End Date: _____

Company: Lansing Board of Water & Light Contact Name: Julianne Klein
Address: 2875 High Meadow Circle City: Auburn Hills State: MI Zip Code: 48326
Phone Number: 248-276-6043 Cell Phone Number: _____
Email: Julianne.k.klein@jci.com Website: _____

Project Name and/or Description:

Security System Upgrades over \$300,000.00

Start Date: On Going End Date: _____

Company: Flint Township Police Department Contact Name: Lieutenant James R. Iacocci
Address: 5200 Norko Drive City: Flint State: MI Zip Code: 48532
Phone Number: 810-600-3250 Cell Phone Number: _____
Email: _____ Website: _____

Project Name and/or Description:

Access Control, Alarm, CCTV, Intercom

Start Date: 2012 End Date: _____

Company: Delphi Warren, Ohio Contact Name: Cathy Crane
Address: 5820 Delphi Drive, MC 480-405-234 City: Troy State: MI Zip Code: 48098
Phone Number: 248-813-1175 Cell Phone Number: _____
Email: cathy.crane@pinkerton.com Website: _____

Project Name and/or Description:

Alarm, CCTV and Service

Start Date: On Going End Date: _____



VIDEO SURVEILLANCE SYSTEM DESIGN SERVICES FOR THE WYOMING SENIOR CENTER

SUBCONTRACT PROVISION FORM

Subject to the approval of the City of Wyoming, the Contractor may sublet the item or items of work so stipulated below, provided the name and signature of the subcontractor is listed in the space provided.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING THE WORK

DESIGNATED ITEMS

Universal Cabling Systems

Cabling and Installation

Security Corporation

Designer, Supplier, Programmer Testing.

The undersigned certified that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed [Signature]

Signed [Signature]

By Dave Douma - President

By Eric M. Schulz - Account Executive

Address Universal Cabling Systems

Address Security Corporation

Signed

Signed

By

By

Address

Address



**CITY OF WYOMING
CONTRACTOR INSURANCE REQUIREMENTS**

Requirements:

Contractors performing work on City property or public right-of-way for the City of Wyoming shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance
1. Commercial General Liability Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
2. Business Auto Liability to include coverage for: a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
3. Worker's Compensation a) Employers' Liability	<u>Statutory Limits</u> \$500,000 per occurrence
4. Excess/Umbrella Coverage	See bid specification requirements
5. Professional Liability	\$1,000,000 per occurrence
6. Commercial General Liability and Motor Vehicle Liability , as described above, shall include an endorsement stating that the following shall be Additional Insured's: The City of Wyoming, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Wyoming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wyoming may have in effect shall be considered secondary and/or excess. Your insurance company requires the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question.	
8. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Wyoming, Purchasing Department, 1155 – 28 th Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905."	

ALL SUBCONTRACTORS MUST COMPLY WITH THE ABOVE REQUIREMENTS.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

Questions regarding required insurance should be directed to the City of Wyoming's Administrative Offices, at 616-530-3173.

In addition, this form must be signed and mailed, with the insurance forms, to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City of Wyoming.

AGREEMENT:

I agree to provide the above-described insurance coverage to the City of Wyoming. I also agree to provide the City with evidence of insurance coverage on any and all subcontractors performing work on projects.

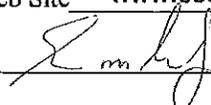
Company Security Corporation Vendor # (if applicable) _____

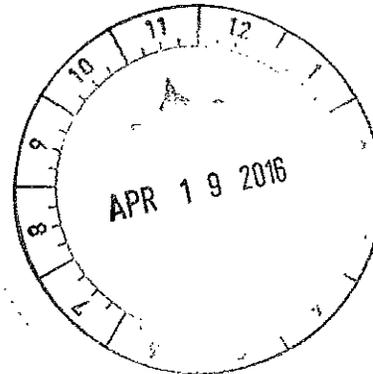
Address 22325 Roethel Drive

City Novi State MI Zip Code 48375

Phone 248-374-5700 Cell Phone 616-826-0527

Email Eric.Schulz@SecurityCorp.com Web Site www.securitycorp.com

Printed Name Eric M. Schulz Signature  Date 1-19-16





CERTIFICATE OF LIABILITY INSURANCE

SECUR-6

OP ID: GL

DATE (MM/DD/YYYY)
05/28/2013

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

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

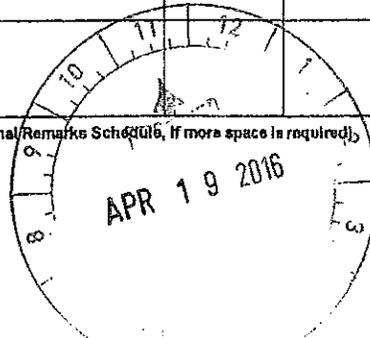
PRODUCER Insurance Exchange Agency, Inc 670 Griswold, P.O. Box 260 Northville, MI 48167 John T. Maloney	Phone: 248-349-1122 Fax: 248-349-2548	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Security Corporation Security Central 22325 Roethel Novi, MI 48375	INSURER A: Hartford Fire Insurance		
	INSURER B: Prop & Casualty Co of Hartford		
	INSURER C: Hartford Casualty Company		
	INSURER D: Travelers Indemnity Company		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

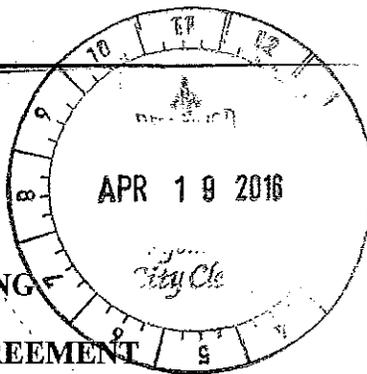
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		35JUN0J9485	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY		35UUN0J9485	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	35HHU0J0486	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTIONS \$ 10000.					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		011-815-0A	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule 6, if more space is required)



CERTIFICATE HOLDER ACKERM1	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John T. Maloney

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CITY OF WYOMING
INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, employees and all parties involved, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, employees, subcontractors, licensees, invitees, and all parties involved.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, subcontractors, licensees, invitees and all parties involved, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, employees, subcontractors, licensees, invitees, and all parties involved associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

Security Corporation
COMPANY NAME
[Signature]
SIGNATURE

Account Executive
TITLE
1-19-16
DATE



PROPOSED IP SURVEILLANCE SYSTEM FOR



VIDEO SURVEILLANCE SYSTEM DESIGN SERVICES FOR THE WYOMING SENIOR CENTER

Security Corporation is pleased to provide a reply for:

**City of Wyoming
Wyoming Senior Center
2380 DeHoop SW
Wyoming, Michigan 49509
Attn: Molly Remenap
remenapm@wyomingmi.gov
616-257-9803**

**Re: RFP VIDEO SURVEILLANCE SYSTEM DESIGN SERVICES FOR THE
WYOMING SENIOR CENTER.**

Due Date/Time: Tuesday, April 19, 2016 @ 11:00AM

Proposal Summary

We believe that the proposed system meets and/or exceeds the bid requirements as detailed in the bid specifications to all bidders. The proposed system will provide Wyoming Senior Center with a solution that brings value through the various features and benefits built in to the system software, system design and the quality of the video surveillance equipment proposed.

1. The video surveillance solution is only as good as the support received by the manufacture of the system and the security integration contractor. We are submitting the approved Avigilon Control



Center ACC Enterprise Network Video Management System (NVMS), and Avigilon IP based video cameras. Avigilon Enterprise ACC and Avigilon are leading nationally recognized video solution systems manufactures. Avigilon Enterprise ACC and Avigilon have received numerous accolades for their leading integration features/benefits, thorough documentation, technical support and reliability.

2. We have included all licensing for the new system per the bid specifications and the software support extension of the proposed licenses for the required three (3) year software support per the manufacturer's warranty. We will provide the latest release of the Avigilon Enterprise ACC server software with our proposed solution.

3. Security Corporation has built a proven record for our ability to deliver on the requirements of numerous clients throughout Michigan and Ohio. We are an Avigilon Enterprise ACC certified partner. Our clients receive the support of our highly trained technical staff of personnel. Our clients rely on our expertise and know we will be there to support them from the beginning of the project through the ongoing life and expansion of the system.

Security Corporations Tax ID number is 38-2035122.

SCOPE OF WORK

Operational Design Specifics

This proposal is based on the following Documentation:

Bid document: Wyoming Senior Center – Request for Proposals for Video Surveillance System Design Services for the Wyoming Senior Center.

Security Corporation will provide equipment and labor services for the system design and implementation of the IP Surveillance System for Wyoming Senior Center. Upon award of the project Security Corporation will meet with all parties to discuss and review the specific details of the project including any changes to the system configurations, timelines, review processes and milestones.

If awarded the project, Security Corporation will provide and install all required video surveillance software and cameras necessary for an operational system to fulfill the scope of the project based on the bid specifications, bid drawings and addendums. This includes all programming and training as detailed in the bid specifications. We are proposing an Avigilon Enterprise ACC Video Management System (VMS) with the specified Avigilon and Avigilon IP based cameras.

This includes, but is not limited to:



- Avigilon ACC Enterprise server/camera software license
- Avigilon ACC with indoor and outdoor rated cameras
- Three-year Avigilon Enterprise hardware/software support
- Training sessions per bid specifications

Security Corporation would provide and install all system software on computer servers and remote workstations, as specified to meet the requirements of the bid documents. All network IEEE 802.3at High Power over Ethernet switches, network communications, 120V-AC power, structured data cabling and patch panels are to be provided by owner as noted in the bid documents, addendum notes and clarifications.

System Deployment

After receipt of a purchase order or contract authorizing Security Corporation to proceed with the project we will hold a project initialization or kick-off meeting with Wyoming Senior Center (WSC). The meeting will cover specifics of the project responsibilities for all parties; WSC, Security Corporation and any associated contractors.

We will also discuss a priority list for the system deployments for all facilities/locations. We will discuss the existing network infrastructure to validate the requirements for the new system. Once this software is installed the new camera licenses can be added on an area by area deployment. Security Corporation will assign a security engineering team to the project. The security team will install all field devices, set the field of view based on parameters provided by WSC and program the cameras into the Avigilon ACC Enterprise system. We will provide a system check list report detailing the camera names, IP addresses, MAC addresses and location to WSC as part of the installation documentation. We will continue this process through the completion of the project.

Training

We will provide system training as required in the bid specifications.

Drawings and Documentation

- A. Security Corporation will provide all product cut sheets for approval.
- B. Security Corporation will provide the required final cut sheets and documentation at close of the project

Equipment Warranty/Service Agreement

Warranty

We are including the warranty and service support as required in the bid specifications for the cameras and all services provided by Security Corporation. The Avigilon ACC Enterprise NVMS software includes a one-year standard manufacturer warranty.

Service Support Program

The warranty and service program is based on Wyoming Senior Center providing proper



notification of a warranty or service related condition. Security Corporation maintains a Central Station Command Center to which all warranty or service calls must be placed. The service support personnel will relay the warranty/service call to the on call technicians in the local area. This is to provide our clients with numerous resources that may have encountered a service related issue within their given area, which they will relay on to the Service Manager for proper resolution. Security Corporation guarantees a response call to the initial service call within a 4 hour window to verify the type of service required and the priority of the service call. The Service Manager will coordinate the proper response based on the information from the response verification call with the client. If upon inspection of the service call it is determined that the service required is not covered by the warranty, we will advise Wyoming Senior Center of our findings and provide a proposed resolution to the issue. Security Corporation will proceed once both parties have agreed on the resolution.

Terms

Security Corporation Corporations will abide by the terms and conditions of the bid contracts/documents. It is our understanding that work completed within a month will be billed at the end of the month (Progress Billing). Progress Billing will include invoicing of materials stored at Security Corporation or its sub-contractors, and for engineering, labor, or programming.

Summary Review

Security Corporation believes we have assessed the project requirements and meet or exceed those requirements for this project. The proposed Avigilon Enterprise ACC NVMS and Avigilon solution is a robust solution that allows for future growth, expansion and meets or exceeds the requirements of the bid documents. Our proposed solution is fully supported by factory trained and certified personnel to maintain the integrity of the system; from the start of the project through the on-going years of expansion and software maintenance renewal programs.

Security Corporation takes pride in the reputation we have established as company that listens to our clients and provides the high quality of service that our clients expect and deserve. We look forward to meeting with you and representatives of the Wyoming Senior Center to further discuss our proposed system solution.

If you have any questions, please contact me at (616) 826-0527 cell or email to Eric.Schulz@SecurityCorp.com

Cordially,

Eric M. Schulz
Account Executive
Security Corporation

April 19, 2016

City of Wyoming
Wyoming Senior Center
2380 DeHoop SW
Wyoming, Michigan 49509
Attn: Molly Remenap
remenapm@wyomingmi.gov
616-257-9803

Re: RFP VIDEO SURVEILLANCE SYSTEM DESIGN SERVICES FOR THE WYOMING SENIOR CENTER.

Due Date/Time: Tuesday, April 19, 2016 @ 11:00AM

Dear Mrs. Remenap,

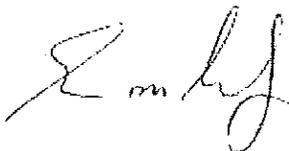
Security Corporation would like to thank you for the opportunity to submit the following Proposal for the Video Surveillance System with Installation, at the Wyoming Senior Center.

Security Corporation, which was established in 1974, is family owned and consistently ranks among the "Top" security integration companies in the United States. We focus on providing physical and electronic security products to financial institutions, educational centers, utility companies, healthcare facilities, and small, medium, and large corporations. Security Corporation also maintains our own UL Listed Central Monitoring Station and 24/7/365 service dispatch center at our headquarters in Novi, MI. Most of our competitors sub-contract the monitoring of your system to a 3rd party monitoring center that is typically located in another state and very few companies staff a 24/7/365 service call center.

This proposal is valid for 60 days from date of proposal and is per our standard Terms and Conditions, which are outlined in this proposal. All work under this proposal will be performed during Security Corporations standard business hours of 8:00 AM - 5:00 PM. This proposal includes non-union labor provided by Security Corporation personnel, union labor or after hours installation is available at an additional cost. Security Corporation provides a one year parts and labor warranty. Permits and Plan Review Fees are not included unless specifically outlined in this proposal.

If you have any questions or require additional information, please do not hesitate to contact me at +1 800-640-1301 x5838 or email me at eric.schulz@securitycorp.com.

Sincerely,



Eric Schulz
Account Executive



Proposal/Contract
Number : SE1000085400
Date : April 19, 2016

Project Location:
Wyoming Senior Center
2380 DeHoop SW
Wyoming, Michigan 49509
Attn: Molly Remenap

Customer / Billing Address:
City of Wyoming Clerks Office
Wyoming City Hall
1155 - 28th Street SW
Wyoming, Michigan 49509

Scope of Work/Project Overview: Provide and Install Video Surveillance System as a design/development project.

Equipment to be provided and installed at Wyoming Senior Center:

WSC Avigilon Option 4-18-16

<u>Qty</u>	<u>Description</u>
8	2.0C-H4A-D1 Avigilon 2MP Dome w/Analytics and WDR
3	9W-H3-3MH-DP1 3x 3MP, Pendant Multi-sensor Camera
3	MNT-AD-CORNER Corner Mount Adapter
1	TPE-1620WS 16-Port GB PoE Switch
1	OE-19VGA W Box 19" Monitor w/VGA Cable
1	HD-NVR3-PRM-48TB-NA Avigilon 48TB Server
1	8C-ACC5-STD ACC 5 Standard License For Up To 8 cam
3	1C-ACC5-STD ACC 5 Standard License For Up To 1 cam

Total Purchase and Installation \$37,760.98

Suggested Optional Equipment:

1	21.0TB-HD-NVR2 HD Network Recorder Server, 2U	\$13,884.21
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*Another server
could save money*

Customer Requirements:

- 120 V Power at the "Headend" control panels locations and supplemental lock power supply locations
- Personal Computer/Server to comply with the specifications that will be provided by Security Corporation
- IT Support, IP addresses, and IT services



Proposal/Contract
Number : SE1000085400
Date : April 19, 2016

Customer Acceptance:

I THE UNDERSIGNED AS AGENT FOR THE ABOVE NAMED CUSTOMER/SUBSCRIBER, HAVE READ THE ATTACHED CONTRACTUAL TERMS AND BY SIGNING THIS AGREEMENT INDICATE MY UNDERSTANDING AND AGREEMENT TO THE TERMS AS WRITTEN.

Signature : _____
Printed Name : _____
Title : _____
Date : _____
Purchase Order : _____

Please sign and return ALL pages via email or fax to (248) 374-5750.



Protecting what you value since 1974

Proposal/Contract
Number : SE1000085400
Date : April 19, 2016

PROPOSAL TERMS AND CONDITIONS

1. A. Security Corporation (hereinafter Security) agrees, WITHOUT LIABILITY AND NOT AS AN INSURER, to sell to Customer/Subscriber and install the system or equipment listed in the proposal. Upon completion of installation, Customer/Subscriber agrees to pay to Security the sale price and installation charges outlined on the reverse. Security will compute and bill applicable sales tax upon completion. One and one-half percent (1-1/2%) per month will be added to all invoices in excess of 30 days.

B. WARRANTY: Security hereby gives Customer/Subscriber a limited one year warranty (unless otherwise specified on the reverse) on parts and labor that the system or equipment sold will be free from defects of material or workmanship under normal use. Security's sole obligation under this warranty is to provide replacement of component parts which are defective, which defect is not caused by improper maintenance or abuse by Customer/Subscriber or Acts of God, and which defect Security is notified of, in writing, by Customer/Subscriber during the warranty period. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. INCREASES: Notwithstanding the terms and conditions set forth herein, after the expiration of one (1) year from the date of completion of installation, Security may, at any time, increase the monthly service charge (monitoring) upon giving the Customer/Subscriber notice in writing. In the event Customer/Subscriber shall be unwilling to pay the increased monthly charge, the Customer/Subscriber may terminate this agreement upon giving notice, in writing, within thirty (30) days from receipt of Security's notice, provided Customer/Subscriber shall not be in default of any of the terms and conditions of this agreement. Failure to notify Security within said thirty (30) day period will constitute Customer/Subscriber's consent to the increase and all other terms and condition of this agreement shall remain in full force and effect.

2. LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES: The Customer/Subscriber understands and agrees that Security is NOT AN INSURER; that insurance, if any, shall be obtained by the Customer/Subscriber; that the payments or charges provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Customer/Subscriber's property or the property of others located on the Customer/Subscriber's premises; that SECURITY MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THERE FROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT.

The Customer/Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to the Customer/Subscriber because of, among other things: (A) the uncertain amount or value of the Customer/Subscriber's property or property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (B) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device surrounding; (C) the inability to ascertain what portion, if any, of any loss would be proximately caused by Security's failure to perform or by failure of the equipment to operate; (D) the nature of the service to be performed by Security.

The Customer/Subscriber understands and agrees that if Security should be found liable for loss or damage due from a failure to perform any of the obligations herein, but not limited to installation, maintenance, monitoring, service or the failure of the system or equipment in any respect whatsoever, Security's liability shall be limited to Two Hundred Fifty (\$250.00) Dollars, as liquidated damages and not as a penalty, and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause of origin results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Security, its agents, assigns, or employees. In the event that the Customer/Subscriber wishes to increase the maximum amount of such damages, Customer/Subscriber may, as a matter of right, obtain from Security a higher limit by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold Security as an insurer.

In the event a connection is made with, or an alarm signal is transmitted to, a police department or other organization, such department or other organization may invoke the provisions hereof against any claims made against them by the Customer/Subscriber or by others.

3. SECURITY'S REPRESENTATION: SECURITY REPRESENTS THAT THE ALARM SYSTEM OR EQUIPMENT INSTALLED PURSUANT TO THE TERMS OF THIS AGREEMENT IS ONLY A DETERRENT AND SECURITY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CUSTOMER/SUBSCRIBER ACKNOWLEDGES THAT SECURITY IS NOT AN INSURER, THAT CUSTOMER/SUBSCRIBER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO CUSTOMER/SUBSCRIBER'S PREMISES OR TO ITS CONTENTS; THAT SECURITY HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS CUSTOMER/SUBSCRIBER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS, EXCEPT AS SET FORTH HEREIN, AND CUSTOMER/SUBSCRIBER ACKNOWLEDGES THAT CUSTOMER/SUBSCRIBER HAS READ AND UNDERSTANDS, PARTICULARLY PARAGRAPH 2. OF THIS AGREEMENT WHICH SETS FORTH SECURITY'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CUSTOMER/SUBSCRIBER.

4. RECEIPT OF COPY: Customer/Subscriber acknowledges receipt of a copy of this Agreement.

5. INDEMNIFICATION: The Customer/Subscriber agrees to and shall indemnify and save harmless Security, its employees and agents, for and against all third-party claims, lawsuits and losses alleged to be caused by Security's performance, negligent performance or failure to perform its obligations under this Agreement.

6. SUBROGATION: Customer/Subscriber hereby releases, discharges and agrees to hold Security harmless from any and all claims, liabilities, damages, losses, or expenses arising from or caused by any hazard covered by insurance in or on the premises of Customer/Subscriber whether said claim is made by Customer/Subscriber, Customer/Subscriber's agents, or Customer/Subscriber's insurance company or by any other parties claiming under or through Customer/Subscriber. Customer/Subscriber agrees to indemnify Security against, defend and hold Security harmless from any action for subrogation which may be brought against Security by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney fees.

7. CUSTOMER/SUBSCRIBER'S DUTIES: Customer/Subscriber agrees to comply with all instruction of Security with respect to the operation and maintenance of the system or equipment, to conduct such tests as may be recommended by Security to determine the system or equipment is operative, and to determine that the system or equipment is activated when required. Customer/Subscriber shall carefully and properly set the alarm system each night or at such other time as Customer/Subscriber shall immediately report to Security any claimed inadequacy in or failure of the system. Security shall make such repairs as shall be necessary as soon after receipt of notice as is reasonably possible.

8. DEFAULT: In the event Customer/Subscriber fails to make any payment within thirty (30) days of the date when the payment is due, or defaults in the performance of any of the terms or conditions of this Agreement, Security, at its option, may give written notice of default and terminate this Agreement and declare the entire amount of charges for the balance of the then existing term of this Agreement immediately due and payable.

9. DELAY IN INSTALLATION AND FACTORS BEYOND SECURITY'S CONTROL: Security assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of Security, including interruption in telephone service. Security will not be required to supply service to the Customer/Subscriber while interruption of service due to any such cause shall continue.

10. ARREST: Customer/Subscriber authorizes Security to cause the arrest of any person or persons on or around the premises unauthorized by the Customer/Subscriber to enter the premises of Customer/Subscriber during the scheduled closed periods and to hold such Customer/Subscriber or persons until released by Customer/Subscriber or his known representative.

11. FALSE ALARMS: In the event Customer/Subscriber shall cause an excessive number of false alarms through the carelessness of Customer/Subscriber or the malicious or accidental use of the alarm system or in the event Customer/Subscriber shall in any manner misuse or abuse the alarm system, it shall constitute a material breach of contract on the part of Customer/Subscriber and Security may, at its option, in addition to all other legal remedies, be excused from further performance upon the giving of ten (10) days' notice to Customer/Subscriber. Security's excuse from performance will not affect Security's right to recover damages from Customer/Subscriber. In the event a fine, penalty or fee shall be assessed against Security by any governmental or municipal agency as a result of any false alarm originating from Customer/Subscriber's premise, Customer/Subscriber agrees to forthwith reimburse Security for payment of the said false alarm fine,



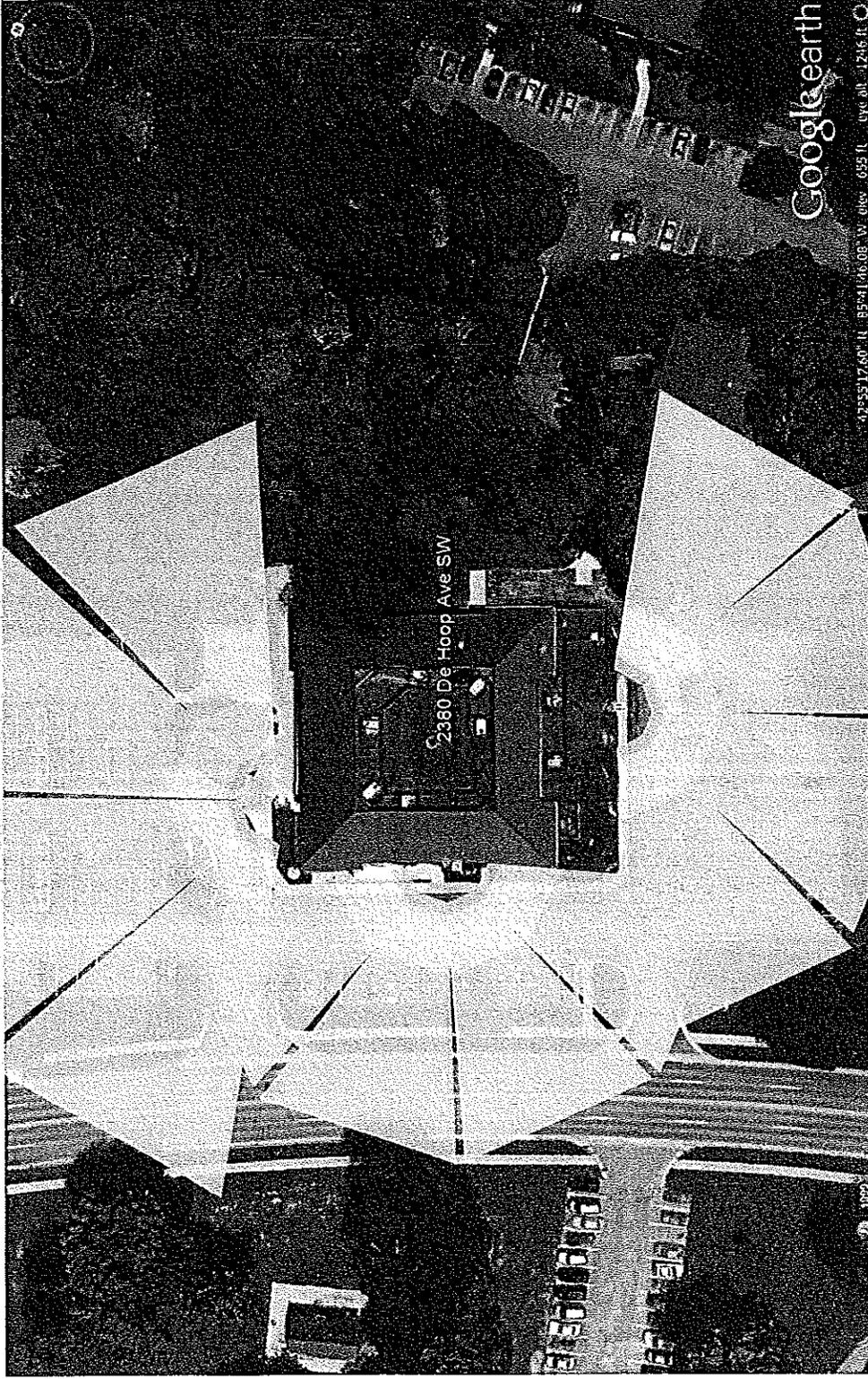
Protecting all that you value since 1974

Proposal/Contract

Number : SE1000085400

Date : April 19, 2016

- penalty or fee. In the event Security shall dispatch an agent to respond to a false alarm originating from Customer/Subscriber's premise, where Customer/Subscriber intentionally or negligently activated the alarm system and no alarm condition exists, then and in that event, Customer/Subscriber agrees to pay to Security their standard service call fee.
12. CUSTOMER/SUBSCRIBER OWNED EQUIPMENT: Customer/Subscriber agrees to supply 24-hour 110-volt circuits as required to power the alarm system circuit. Customer/Subscriber further agrees to modify or replace, at its sole expense, all wet and dry sprinkler valves now installed which are not acceptable to the Board of Fire Underwriters or other authority having jurisdiction. Customer/Subscriber agrees to place hoods over all open fires and forges, to pipe out all blow-off valves and to properly vent all chemical vats at Customer/Subscriber's expense.
13. SUSPENSION OR CANCELLATION OF THIS AGREEMENT: This Agreement may be suspended or cancelled, without notice and without liability of Security in the event Security Central, connecting wires or other equipment are destroyed by fire, other catastrophe or by any other means, or is so substantially damaged that it is impractical to continue service; or in the event that Security is unable to either secure or retain the connections or privileges necessary for the transmission of signals between Customer/Subscriber's premise and Security Central or between Security Central and the Public Policy and Fire Department for any reason whatsoever.
14. INSTALLATION OF SYSTEM: Customer/Subscriber authorizes Security to install or cause to be installed the protective system as specified including connections necessary to transmit the necessary signals from the premises of Customer/Subscriber. All signals are transmitted over telephone company lines, which are wholly beyond the control and jurisdiction of Security and which are maintained and services by the applicable telephone company or utility.
15. ERRORS IN INSTALLATION: Errors or omissions of said system, including but not limited to failure to wire points of protection shall be called to the attention of Security by Customer/Subscriber in writing within fifteen (15) days of completion of the installation. Upon the expiration of said fifteen (15) day period, the installation and the protection provided shall be deemed acceptable by Customer/Subscriber. (Customer/Subscriber acknowledges that additional protection may be obtained over and above that provided herein at an additional cost.)
16. SERVICE AND INSPECTIONS: Customer/Subscriber hereby authorizes and empowers Security, its agent or assigns to service the aforesaid system and to make any necessary inspections, tests, and repairs as required. In the case of fire alarm protection, Customer/Subscriber will notify Security, in writing, of any change in its fire rating bureau or agency, Customer/Subscriber shall pay for all charges including increase in monthly service charge, which may result from any alteration, remodeling, repair or other change to the Customer/Subscriber's premises. Additions to, changes in or re-arrangement of the space protection components, necessitated by stock, fixture or structural changes, which shall be necessary to retain the original protection provided shall be at Customer/Subscriber's expense. Repairs necessitated by ordinary wear and tear shall be at Security's expense. All other repairs shall be at Customer/Subscriber's expense. All installation, necessary inspections and tests which may be required on the part of Security shall be performed between the hours of 9:00 a.m. and 5:00 p.m. on normal business days.
17. AUTHORIZED PERSONNEL: Customer/Subscriber agrees to furnish to Security forthwith a list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to enter the premises of Customer/Subscriber during the regularly scheduled closed period. Customer/Subscriber agrees to furnish Security forthwith an authorized daily and holiday opening and closing schedule in writing. All changes, revisions and modifications to the above shall be supplied to Security in writing.
18. ATTORNEY FEES: In the event it shall become necessary for Security to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then and in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney fees where permitted by law.
19. DISTURBING CONDITIONS: Where any device or protection is supplied, including but not limited to space protection, which is affected by turbulence or air or other disturbing conditions, Customer/Subscriber agrees to run off or remove all things, animate or inanimate, including but not limited to all forced air heater, air conditioners, animated display signs, animals, and any other source of air turbulence or movement which may interfere with the effectiveness of the system during closed periods while alarm system is on.
20. POWER FAILURE: In the event of a power failure or other interruption, at Customer/Subscriber's premises, Customer/Subscriber shall immediately notify Security.
21. INVALID PROVISIONS: In the event of any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force effect.
22. THIS AGREEMENT CONTROLS: It is understood and agreed by and between the parties hereto, that if there is a conflict between the Agreement and Customer/Subscriber's purchase order, or any other document, this agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
23. TERMS OF PAYMENT: It is understood and agreed by and between the parties hereto, that the payment terms for contracts less than five thousand dollars (\$5,000.00) will be 40% upon signing of the contract and 60% upon completion of the installation and/or delivery of equipment. Contracts for five thousand (\$5,000.00) dollars and over, payment terms are as follows; 30% upon signing of the contract, 30% 30 days from contract date of the project, and the final 40% due upon completion of the installation and/or delivery of equipment.
24. SERVICE HOLD: Should the Customer/Subscriber have unpaid invoices outstanding to Security for more than 60 days, Security reserves the right to place all service under this agreement on "Service Hold" and not provide service until the past due balance is paid.
25. Customer/Subscriber agrees that Security Corporation may increase the Extended Warranty on going monthly charges any and time after the first 12 months of this Agreement and Customer/Subscriber agrees to pay the full amount of such increase unless Customer/Subscriber notifies Security in writing within thirty (30) days of notification of such increase.
26. PURCHASER'S RESPONSIBILITIES: Furnishing clear access routes through the building to the installation site, strengthening of floors to accommodate equipment weight, altering or moving obstacles and restoration of the site to its original condition, if required. Any additional labor costs due to contractor insistence on use of local trades. Extra costs incurred by the Seller for correcting any deviations from the Seller's drawings, plans and/or specifications.



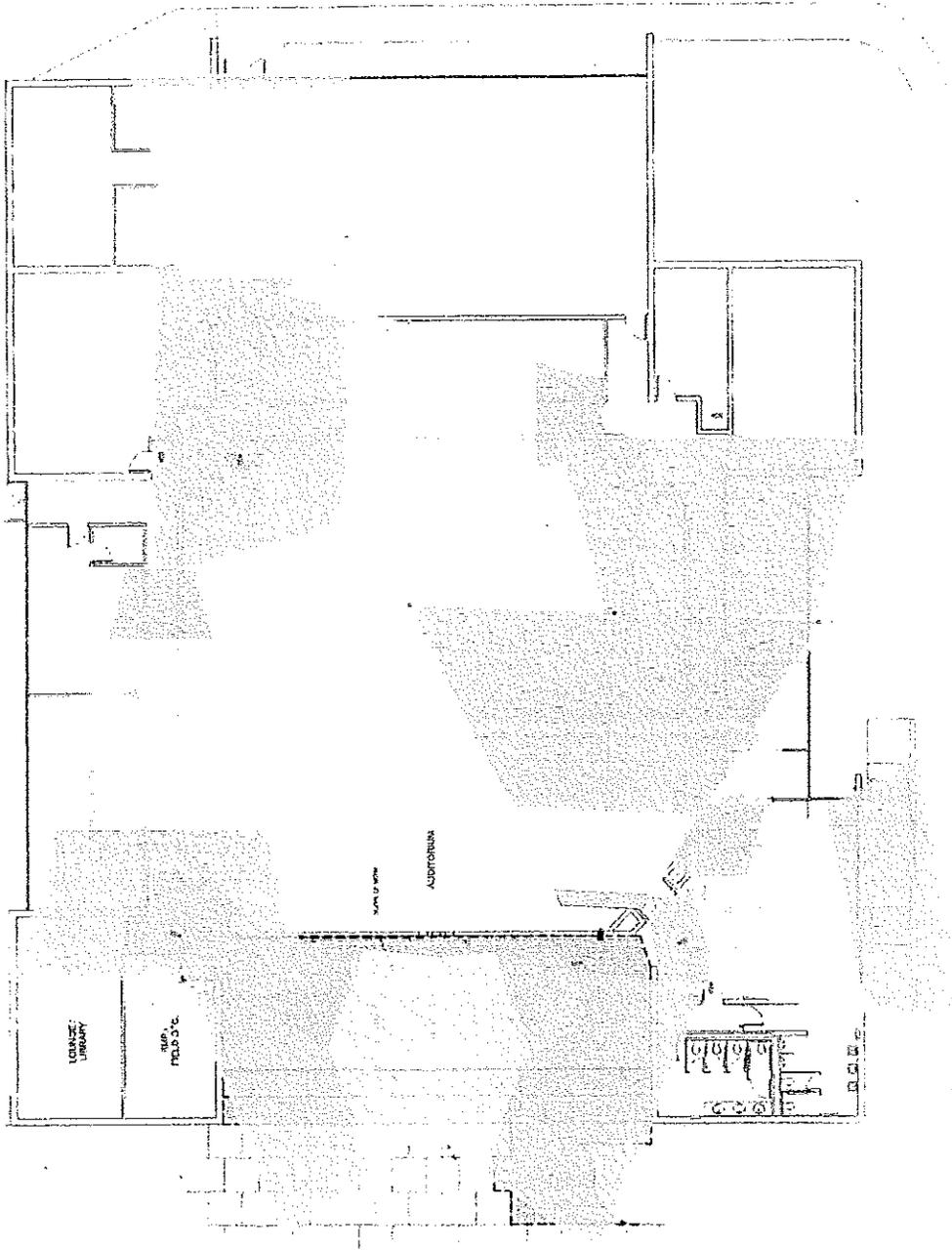
Wyoming Senior Center Exterior Site Camera Layout 8MP

- 1.1-4 – North Camera – 8MP 180 Degree
- 2.1-4 – East Camera – 8MP 180 Degree
- 3.1-4 – South East Camera – 8MP 180 Degree

Notes:

- Red Shade to Lens is 60 + Pixels per Foot area.
- Shade to Red is the 40 to 60 Pixels per Foot area.
- Green Shade to is the 20 to 40 Pixels per Foot area.
- Blue Shade to Green is the 10 to 20 Pixels per Foot area.
- Gray Shade to Blue is the 5 to 10 Pixels per Foot area.





Wyoming Senior Center Interior Building Camera Layout 2MP

Cameras 1 – 8 : 2MP Varifocal 2.8-8mm Lenses

Notes:

- Red Shade to Lens is 60 + Pixels per Foot area.
- Shade to Red is the 40 to 60 Pixels per Foot area.
- Green Shade to is the 20 to 40 Pixels per Foot area.
- Blue Shade to Green is the 10 to 20 Pixels per Foot area.
- Gray Shade to Blue is the 5 to 10 Pixels per Foot area.



HD NVRs

Name	Model	Expansions	Storage	Total Data	Storage Time	Status
New Server 1	HD-NVR3-PRM-48TB-NA	n/a	46.32 TB	286.72 Mbps	30 days 0 hours	Valid

Cameras

Name	Model	NVR	Qty	Lens	IPS	Duty Cycle	Compression	Bitrate	Focal Length (mm)
2MP w/WDR	2.0C-H4A-D1	New Server 1	8	Built-In Lens, 3-9mm, f/1.3, P-Iris, Vari Focal	15	12	Quality 6	12.40 Mbps	5
3 Sensor 3MP	9W-H3-3MH-DP1	New Server 1	3	Built-In Lens, 2.8mm-8mm, Vari-focal	10	12	Quality 6	27.83 Mbps	5
5MP Future	5.0L-H4A-BO1-IR	New Server 1	10	Built-In Lens, 4.3-8mm, f/1.8, P-Iris, Vari-focal	15	12	Quality 6	10.40 Mbps	8

Scene Details

Name	Mounting Height (ft)	Target Height (ft)	Target Distance (ft)	Scene Width (ft)	Mounting Angle	Maximum Distance (ft)	px/ft
2MP wWDR	8.5	6	16.5	16.8	64.9	56.2	114
3 Sensor 3MP	8.5	6	16.5	16.8	59.2	56.2	122
5MP Future	8.5	6	16.5	16.8	59.2	56.2	154

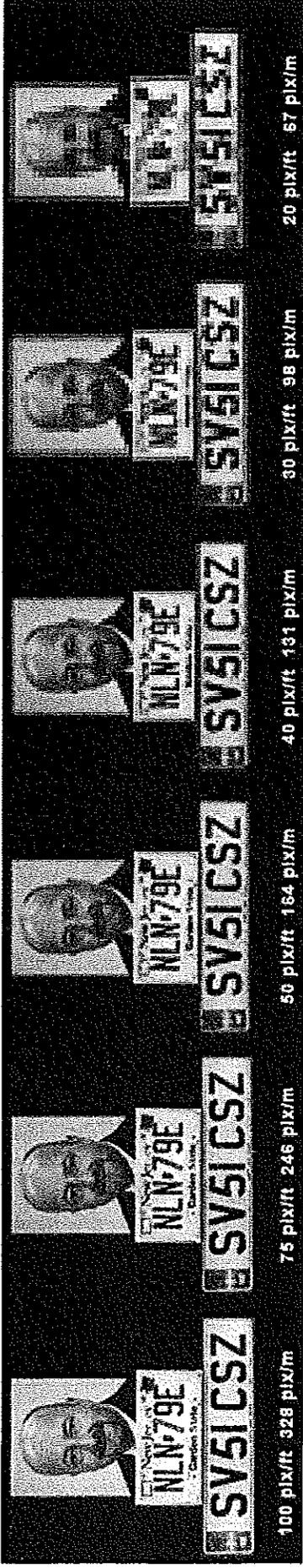
New Server 1

Model: HD-NVR3-PRM-48TB-NA

Record Times

Model	Qty	Total Days	Full Days	Half Days	Quarter Days	Low Res. Days
2.0C-H4A-D1	8	30 days 0 hours	30 days 0 hours	N/A	N/A	0 days 0 hours
9W-H3-3MH-DP1	3	30 days 0 hours	30 days 0 hours	N/A	N/A	0 days 0 hours
5.0L-H4A-BO1-IR	10	30 days 0 hours	30 days 0 hours	N/A	N/A	0 days 0 hours

Reference Image



Reference images are captured under ideal conditions. Poor lighting, increased compression, or use of a lower quality lens will affect the quality of the images captured.



LOCATIONS:

Corporate Headquarters:
22325 Roethel Drive
Novi, Michigan 48375

Ohio Offices:
4760-D Faircrest Street, Canton
776 Busch Court, Columbus

COMPANY CONTACT:

Eric M. Schulz
Account Executive
eric.schulz@securitycorp.com

Security Corporation, founded in 1974, is one of the most successful integrators of access control in the industry and is rated by Security Dealer Magazine as the Nation's 28th largest security system integrator with service and installation facilities throughout the Midwest.

For over 42 years, we have been involved with the design and installation of products unique to the Financial Market. From entrance controls to the latest in remote drive thru systems as well as vaults/safes, under counter steel, night depository and safe deposit boxes, we can meet your needs, and with our maintenance and service programs ensures years of successful operation.

Security Corporation is committed to total product training and certification of all field personnel as well as continuous training of sales and support staff. Emphasis is placed on ease of operation, product quality and responsive service. Leading-edge technology allows the user to integrate access control solutions with alarms, CCTV and other automated facility management systems into a centralized security management station.

LOCAL STAFFING:

UL Listed Central Station, 25 Central Station Operators
Sales Department, 15 Account Executives
Service Department, 35 Service Technicians 10 Reside in West MI Area
Installation Department, 20 Installation Technicians, 3 Project Managers
Engineering Department, 4 Application Engineers, 1 Cad Programmer

LOCAL SERVICE:

Normal Business Hours: Monday – Friday (08:00-17:00)
24-Hour service available upon request.
Full inventory of security products in Novi warehouse and on every installation and service truck, with storage units in northern and west MI.

LOCAL ENGINEERING:

Local & Federal Government Facilities, School Districts, College Campuses and Commercial Campuses, Commercial and Financial Institutions, Manufacturing Facilities, Police and Fire Departments, County Wide Systems.

MAJOR SUPPLIERS:

Access Control: Bosch, DMP, Galaxy, GE/Casi, Honeywell/Northern Lenel, WinPak, ProWatch, Hirsch, RS2
CCTV: Avigilon, Arecont, Axis, Bosch, Exacq, GE/Kalatel, Honeywell, March, ONSSI, Pelco, Panasonic, Sony, Verint
Intrusion/Detection Systems: DMP, Honeywell, Inovonics, Linear, Bosch-Radionics
Fire Alarm Systems: EST, Honeywell, Bosch-Radionics, System Sensor

RESOLUTION NO. _____

RESOLUTION TO REJECT THE BID RECEIVED FOR
THE REPLACEMENT OF THE SANITARY SEWER IN 28TH STREET
BETWEEN BUCHANAN AVENUE AND DIVISION AVENUE

WHEREAS:

1. As detailed in the attached Staff Report, one bid was received for the replacement of the sanitary sewer in 28th Street between Buchanan Avenue and Division Avenue.
2. It is recommended the City Council reject the bid.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby reject the bid received for the replacement of the sanitary sewer in 28th Street between Buchanan Avenue and Division Avenue.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

Attachment: Staff Report

Resolution No. _____

STAFF REPORT

Date: June 15, 2016
Subject: Formal Rejection of Bid – 28th Street Sanitary Sewer
From: William D. Dooley, PE, Director of Public Works
Meeting Date: June 20, 2016

RECOMMENDATION:

It is recommended that the only bid received for the replacement of the sanitary sewer in 28th Street between Buchanan Avenue and Division Avenue be formally rejected.

SUSTAINABILITY CRITERIA:

Environmental Quality – This decision does not have an impact on environmental quality.

Social Equity -- The sanitary sewer system and its function are not influenced by social equity considerations.

Economic Strength – The only bid received for this work was unreasonably high. We are evaluating other options to address the issues with this sewer at a lower cost.

DISCUSSION:

On May 31, 2016, one bid was received in response to our invitation to bid on the replacement of the sanitary sewer in 28th Street between Buchanan Avenue and Division Avenue. The only bid received was from Diversco Construction Co. Inc., in the amount of \$639,396.40. This amount is 57.7% higher than the Engineer's Estimate. We believe the higher than expected bid is due to the fact that contractors qualified to do this type of work are very busy at this time. Several qualified contractors that often bid in Wyoming declined to even review the bid documents.

BUDGET IMPACT:

We are evaluating other options to address the issues with this sewer at a lower cost.

RESOLUTION NO. _____

RESOLUTION TO REJECT THE BIDS RECEIVED FOR
THE REPLACEMENT OF THE WATERMAIN IN BUCHANAN AVENUE
BETWEEN 28TH STREET AND 32ND STREET

WHEREAS:

1. As detailed in the attached Staff Report, three bids were received for the replacement of the watermain in Buchanan Avenue between 28th Street and 32nd Street.
2. It is recommended the City Council reject the bids.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby reject the bids received for the replacement of the watermain in Buchanan Avenue between 28th Street and 32nd Street.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

Kelli A. Vandenberg, Wyoming City Clerk

Attachment: Staff Report

STAFF REPORT

Date: June 15, 2016
Subject: Formal Rejection of Bids – Buchanan Avenue Watermain
From: William D. Dooley, PE, Director of Public Works
Meeting Date: June 20, 2016

RECOMMENDATION:

It is recommended that the bids received for the replacement of the watermain in Buchanan Avenue between 28th Street and 32nd Street be formally rejected.

SUSTAINABILITY CRITERIA:

Environmental Quality – This decision does not have an impact on environmental quality.

Social Equity -- The watermain system and its function are not influenced by social equity considerations.

Economic Strength – The bids received for this work were unreasonably high. By rebidding the project at a later date and possibly modifying the scope of work, the City stands to experience significant savings.

DISCUSSION:

On May 31, 2016, three bids were received in response to our invitation to bid on the replacement of the watermain in Buchanan Avenue between 28th Street and 32nd Street. The low bid received was from Nagel Construction, Inc., and was in the amount of \$1,164,618.92. This amount is 28.3% higher than the Engineer's Estimate. We believe the higher than expected bid is due to the fact that contractors qualified to do this type of work are very busy at this time. Several qualified contractors that often bid in Wyoming declined to even review the bid documents. We believe that substantial costs savings may be achieved by rebidding this project at a later time, possibly with changes to the project scope.

BUDGET IMPACT:

By rejecting these bid and rebidding the project, possibly with a change of scope, the City may experience significant savings.

RESOLUTION NO. _____

RESOLUTION TO REJECT THE BID RECEIVED
FOR THE INSTALLATION OF DIFFUSER MEMBRANES
IN THE CLEAN WATER PLANT'S AERATION SYSTEM

WHEREAS:

1. As detailed in the attached Staff Report one bid was received for the installation of diffuser membranes in the Clean Water Plant's aeration system.
2. It is recommended the City Council reject the bid.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby reject the bid received for the installation of diffuser membranes in the Clean Water Plant's aeration system.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 7, 2016
Subject: Formal Rejection of Bid, CWP Diffuser Project
From: Myron Erickson, PE, Deputy Director of Public Works
Meeting Date: June 20, 2016

RECOMMENDATION:

It is recommended that the only bid received for the installation of diffuser membranes in the Clean Water Plant's aeration system be formally rejected.

SUSTAINABILITY CRITERIA:

Environmental Quality – This decision does not have an impact on environmental quality.

Social Equity -- The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status.

Economic Strength – The only bid received for this service was unreasonably high. By seeking out a qualified contractor and/or doing the work ourselves we stand to save thousands of dollars.

DISCUSSION:

On June 7, 2016, one bid was received in response to our invitation to bid on the installation of rubber air diffuser membranes in all three of our activated sludge aeration basins. The only bid received was from Franklin Holwerda Company and was in the amount of \$447,700. We believe this amount to be unrealistically high, possibly because the contractor has no prior experience with this type of project or did not like the timeframe we were imposing. Furthermore, we think that we have an opportunity to either do the work ourselves or subcontract directly with a service provider at a far lesser rate, or some combination of those two things.

BUDGET IMPACT:

By rejecting this bid and either doing the work ourselves or in conjunction with a service provider, we stand to save hundreds of thousands of dollars. Obviously any time we can save that kind of money, it's something we have to examine very seriously.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE TO PROVIDE MATERIALS
FOR THE AERATION BASIN DIFFUSER REPLACEMENT PROJECT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council accept a quote from Aquarius Technologies, Inc. to provide materials for the aeration basin diffuser replacement project in the total cost not to exceed \$116,025.00.
2. Sufficient funds are available in the Sewer Fund Capital Outlay Miscellaneous Equipment account number 590-590-54400-980074.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote to provide materials for the aeration basin diffuser replacement project in the total amount not to exceed \$116,025.00.
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 June 20, 2016.

ATTACHMENTS:

Staff Report
Memorandum
Tabulation Sheet
Quote

Kelli A. Vandenberg, Wyoming City Clerk

STAFF REPORT

Date: June 9, 2016

Subject: Aeration Basin Diffuser Replacement Project

From: Jon Burke, CWP Operations Supervisor

Date of Meeting: June 20, 2016

RECOMMENDATION:

We recommend that City Council approve the quote from Aquarius Technologies, Inc. to provide materials for the aeration basin diffuser replacement project. The total cost of the equipment will not exceed \$116,025.00.

SUSTAINABILITY CRITERIA:

Environmental Quality – The aeration system at the Clean Water Plant is the main means of removal of treatable loading in the City’s wastewater. The more efficient the operation, the more the environment can be safeguarded.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. By completing these upgrades we will be able to more cost effectively serve Wyoming’s rate payers.

Economic Strength – Efficiency of treatment has a direct impact on cost. By improving the efficiency of this treatment system, the costs to run the system will be lowered. Even a modest increase in efficiency can reduce electrical power costs by thousands of dollars a month.

DISCUSSION:

City Council Resolution No. 25237 dated September 8, 2015 authorized the Clean Water Plant to enter into an agreement with Donohue Engineering to study the efficiency of the Plant’s aeration system. That study was completed and Donohue Engineering presented us with their recommendations. Based upon those recommendations, the Clean Water Plant entered into an agreement, via Resolution No. 25424 dated April 18, 2016, with Donohue Engineering to provide oversight and engineering services for the aeration basin improvements. The most immediate need identified by the Donohue study was to address a loss of efficiency in the aeration basins’ air diffuser heads. We believe that we will both save energy immediately and extend the useful life of the basins into the future by replacing the existing ceramic diffusers with rubber membranes.

Clean Water Plant representatives worked with Donohue Engineering to perform a pre-selection process to select the diffuser manufacturer that presented the best overall system including capital costs, operating costs, and aftermarket support. Proposals were received from four manufacturers on May 13, 2016.

As you can see from the attached Memorandum from Donohue Engineering, it was determined that although Aquarius Technologies, Inc. was not the low bidder, the potential energy savings that we will realize due to the shorter delivery time outweighs the additional material cost.

There was a bid opening on June 7, 2016 to cover the materials and installation for this project. The only bid we received was determined to be excessively high. As we consider how best to complete the installation of these materials, including the option of having Clean Water Plant staff doing the work, we would like to move ahead with the purchase of the necessary materials at this time. The quote for materials, from Aquarius Technologies – the manufacturer deemed best suited to meet our needs and our timeline - is \$95,370.00. There is also an additional quote from Aquarius to provide replacement retainer rings for \$20,655.00. It will not be known until diffuser replacement has been begun whether or not we will actually need to purchase the replacement rings. However, we have included the cost of the rings in this request if they are deemed necessary once the replacement work has begun.

BUDGET IMPACT:

Adequate funds in the amount of \$116,025.00 exist in the Sewer Fund Capital Outlay Miscellaneous Equipment Account 590-590-54400-980074.

ATTACHMENTS:

Activated Sludge Diffuser Replacement RFP Responses
Donohue Engineering Diffuser Pre-Selection Memorandum
Quote from Aquarius Technologies, Inc.

Memorandum



Date: May 19, 2016

To: Myron Erickson, Tom Wilson, Jon Burke – City of Wyoming

From: Kendra Sveum, Mike Harvey – Donohue & Associates

Re: **Activated Sludge Diffuser Replacement – Diffuser Pre-Selection Process**

The City of Wyoming performed a pre-selection process to select the diffuser manufacturer that presented the best overall system including capital costs, operating costs, and aftermarket support. The initial Request for Proposals was issued to the following fine-pore membrane diffuser manufacturers on May 2, 2016:

- Sanitaire
- EDI
- SSI
- Aquarius

Proposals were received from all 4 manufacturers on May 13, 2016. A summary of the proposal information for each manufacturer is included at the end of this memo.

The cost of the membrane diffusers ranged from \$74,548 to \$97,383. While capital cost is an important consideration in selecting the manufacturer, the operating costs associated with the supplied diffuser system will have a more significant long term impact to the City of Wyoming. It is estimated that replacing the aeration diffusers will provide over \$100,000 dollars per year in energy savings. It is therefore imperative that the manufacturer with the highest standard oxygen transfer efficiency (SOTE) and shortest delivery lead time be selected for this project.

In the first step of the evaluation the following manufacturers were removed from consideration:

- SSI was not selected due to the low SOTE provided and the long deliver lead times.
- EDI was not selected due to the long deliver lead times.

The remaining two manufacturers provided similar oxygen transfer efficiencies so they were evaluated based on capital cost and delivery lead times as described below:

- Aquarius' capital cost was \$9,893 higher than Sanitaire. However, they provided firm delivery lead times of 9 days for the first 5,100 diffusers and 14 days for the remaining diffusers.
- Sanitaire had a lower capital cost however they were not able to provide firm lead time information. They estimated that the first 5,100 diffusers may have a lead time of 4 days

however if the stock was not available it would be 35 days to receive any diffusers. It is difficult to estimate exactly how much this lead time could impact the contractor's installation schedule and therefore the plant operating costs. A three to four week delay could cost in the range of \$8,600 to \$11,400 in lost operational savings.

The City of Wyoming decided that the firm delivery lead time and their level of comfort with the aftermarket service provided by Aquarius outweighed the lower capital costs provided by Sanitaire.

City of Wyoming
Activated Sludge Diffuser Replacement RFP Responses

	SSI	Aquarius	Sanitaire	EDI
Price				
Shop Drawings	\$ -	\$ 1,000	\$ -	\$ -
Performance Testing	Not Provided	\$ 14,100	\$ 5,200	\$ 6,500
Equipment and Delivery	\$ 77,877	\$ 112,172	\$ 80,290	\$ 81,048
PTFE Coated	\$ 110,160			
Field Services	\$ 5,900	\$ 2,800	\$ 7,200	\$ 7,000
	6 Days, 3 Trips	Silent	6 Days, 2 Trips	6 Days, 2 Trips
Total As Listed on Proposal	\$ 83,777	\$ 130,072	\$ 92,690	\$ 94,549
Retainer Rings Included	0	15,300	1,530	50
Price Per Ring	\$ 3.90	1.35	\$ 1.89	
Price w/o Performance Testing and with Partial Supply of Retainer Rings				
Retainer Rings Included	\$ 83,777	\$ 97,383	\$ 87,490	\$ 74,548
Retainer Rings Included	0	1530	1530	50
Delivery				
First 5,100	40 Days	9 Days	4/35 Days	21-28 Days
Remaining	70 Days	14 Days	35 Days	42-56 Days
Airflow (scfm)				
Zone 1				
Min	2,466	7,401	2,467	2,467
Avgd Day	3,796	11,991	4,031	3,997
Max Month	4,963	16,500	5,520	5,500
Max Day	6,355	22,077	7,410	7,359
Zone 2				
Min	2,378	7,401	2,467	2,467
Avgd Day	2,583	8,163	2,687	2,721
Max Month	2,795	8,976	2,972	2,992
Max Day	3,208	10,614	3,487	3,538
SOTE (%)				
Zone 1				
Min	35.7	39.0	38.7	38.5
Avgd Day	35.4	37.0	36.9	36.8
Max Month	35.4	36.0	35.7	35.7
Max Day	35.1	34.5	34.6	34.8
Zone 2				
Min	35.1	36.0	36.5	35.7
Avgd Day	35.1	36.0	36.2	35.3
Max Month	35.1	36.0	35.9	35.0
Max Day	35.1	35.0	35.3	34.4
Pressure (psi)				
Zone 1				
				Diffuser Only
Min	8.52	8.20	8.29	0.306
Avgd Day	8.57	8.30	8.36	0.310
Max Month	8.56	8.50	8.45	0.318
Max Day	8.60	8.70	8.61	0.321
Zone 2				
Min	8.57	8.30	8.34	0.310
Avgd Day	8.57	8.30	8.36	0.310
Max Month	8.58	8.30	8.38	0.310
Max Day	8.59	8.40	8.43	0.314



DATE: JUNE 10, 2016

**TO: WYOMING CITY HALL
1155 28TH STREET SW
P.O. BOX 905
WYOMING, MI 59509-0905**

**RE: CITY OF WYOMING, MI
ACTIVATED SLUDGE DIFFUSER REPLACEMENT
BID DATE: JUNE 7, 2016 11:00 AM**

**SPECIFICATION SECTION: 11377 FINE BUBBLE
AERATION SYSTEMS – ADDENDA 1
AQUARIUS PROPOSAL NO. 5270-16**

Aquarius Technologies, Inc. (Aquarius) is pleased to offer this proposal for providing the equipment and services listed below:

1. Fine Bubble Aeration System

Per Specification Section 11377 provide in the, Aquarius will provide the following equipment to retrofit the existing aeration grids in Aeration Basins 3, 4 and 5:

1.1 Equipment: Aeration Basins 3 through 5

Basin Name	Aeration Grids per Basin – Zone 1	Diffusers per Grid – Zone 1	Aeration Grids per Basin – Zone 2	Diffusers per Grid – Zone 1	Diffusers per Basin
Aeration Basin 3	3	1,020	2	1,020	5,100
Aeration Basin 4	3	1,020	2	1,020	5,100
Aeration Basin 5	3	1,020	2	1,020	5,100
Total Diffusers (3 Basins):					15,300

Aquarius will provide the following equipment per the table above for installation in the existing aeration grids as shown on the drawings:

- 15,300 fine bubble Low Pressure "LP" membrane disc diffusers with integral O-rings per **Schedule 1 – Aeration Zones**
- 15,300 diffuser base plates per **Schedule 1 – Aeration Zones**

1.2 Spare Parts – per Specification Section 1.08 less retainer rings

Aquarius will provide spare parts as required in the specification, which will include:

- Fifty (50) membrane disc diffusers
- One (1) diffuser installation wrench

1.3 Test Results – per Specification Section 1.05.D

Certified Oxygen Transfer Curves stamped by a Professional Engineer.

1.4 Installation and Start-up Supervision – per Specification Section 3.02.A

Aquarius will provide (2) Two Trips of (3) three man-days for Installation Supervision and (3) three man-days for Instructional Services/Systems Demonstration Supervision.

Additional supervision can be provided for \$950/day plus travel and living expenses.

1.5 Items Not Included

Unless specifically detailed within this proposal, Aquarius excludes the following:

- Installation site work including unloading, handling, storage and field installation of equipment. Installation equipment including cranes, dewatering pumps, etc.
- Union labor (if applicable) for installation/start-up supervision.
- Blowers, air main piping, valves, aeration grids, diffuser holders.
- Any pressure gauges or pipe taps for field performance testing.
- Any guarantees, extended warranties, or performance/laboratory testing.
- Bonding or liquidated damages.
- **Section 2.02. B. Materials and Fabrications**
- **Section 2.03. A. 1. a. Aeration Equipment** – Inspection and responsibility of existing retainer rings is the responsibility of the buyer.
- **Section 3.03 Demonstrations**

2. Warranty

Aquarius warrants all equipment to be free from defects in material and workmanship for a period of twelve (12) months from the date the equipment is placed into service or eighteen (18) months from date of equipment shipment (whichever occurs first). Refer to the attached Aquarius Terms and Conditions for further warranty information. Aquarius warranty excludes use of existing retainer rings.

3. Project Schedule

Based on the specified substantial completion date, Aquarius is providing two lead times accordance with RFP "Proposer Information and Cost Form" requirements.

One (1) Shipment of 5,100 diffusers and base plates nine (9) days after approved shop drawings.

One (1) Shipment for the balance of the diffusers and base plates fourteen (14) days after approval of shop drawings.

4. Pricing

The price including shop drawings, membranes, base plates, installation and startup supervision and freight F.O.B jobsite: **\$95,370**

PRICE ADDER:

Retainer Rings can be purchased at \$1.35 ea., plus shipping and handling. Minimum order value \$100.

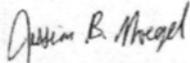
5. Terms and Conditions

This proposal is subject to the Aquarius Technologies, Inc. Terms & Conditions of Sale unless otherwise stated or specifically negotiated in writing and signed/accepted by Aquarius at time of purchase. In addition, the items below are noted for this project:

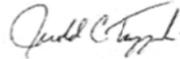
- Taxes are not included in the price as the City of Wyoming, MI is exempt from Michigan sales tax.
- Pricing is valid for 180 days.
- Price is based on equipment being released for fabrication in 2016. Price may be subject to escalation based on contract delivery requirements.
- Terms of Payment: Net 30 days.

Thank you for considering this proposal. Should you have any questions, please contact us or our local representatives, Mr. Randy Hamlett in Michigan or Mr. Joe Wytovicz in Illinois.

Sincerely,



Jessica B. Noegel, P.E.
Process Engineer
262-284-0113 ph.
jnoegel@aquariustechnologies.com



Jerold C. Truszynski
Application Engineer
262-284-0102 ph.
jtruszynski@aquariustechnologies.com

cc: Aquarius Representatives:

Hamlett Environmental Tech (Michigan)
517-545-2500 ph.
randyh@hamlettenvironmental.com

Gasvoda & Associates (Illinois)
708-891-4400 ph.
JWytovicz@gasvoda.com

AQUARIUS TECHNOLOGIES, INC.

TERMS & CONDITIONS OF SALE

1. Acceptance and Cancellation. This writing is a solicitation by Aquarius Technologies, Inc. (the "Seller") of an order for the products and/or services described in Seller's quotation or sales form, subject to these terms and conditions. No orders shall be binding upon Seller until accepted in writing by an authorized official of Seller at its home office in Port Washington, Wisconsin. Each order shall be subject to these terms and conditions, and acceptance of an order by Seller is expressly conditioned on Buyer's assent to such terms and conditions, which assent shall be deemed given by the Buyer's placement of any order for the products and/or services so described. Seller hereby objects to any additional or different terms or conditions, whether contained in any purchase order or other communication from Buyer. No order accepted by Seller may be altered or modified unless in writing signed by an authorized agent of Seller in pen and ink; and no such order may be cancelled or terminated except upon payment of Seller's loss, damage and expense arising from such cancellation or termination.

2. Prices. The prices quoted by Seller automatically expire thirty (30) calendar days from the date of Seller's quotation unless specifically noted otherwise.

The prices stated on the quotation or sales form for the products and/or services are Seller's prices with all of the terms in this form, including the exclusive warranty and the various disclaimers and limitations of liability enforceable against Buyer. If Buyer wants a greater or additional warranty or wants Seller to be liable for some or all of the disclaimed or limited liability, Buyer must notify Seller. Seller will then make a new offer containing prices reflecting that additional exposure. By placing an order at the prices initially quoted by Seller, Buyer understands that it is foregoing the possibility, among other things, of recovering consequential damages from the Seller and of indemnity for tort liability, in exchange for Buyer obtaining a lower sales price for the products and/or services.

3. Changes. Seller may at any time make such changes in design and construction of products, components or parts as Seller deems appropriate, without notice to Buyer. Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or no availability of materials from suppliers.

4. Delivery, Claims and Delay. All delivery dates are approximate. Time is not of the essence. Delivery will be f.o.b. point of shipment, and all risk of loss or damage in transit shall be borne by Buyer. Seller reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.

If shipment shall be deferred at Buyer's request, payment shall become due and payable upon notification by the Seller that the products provided for by this agreement are ready for shipment. In case of such delay in shipment, storage shall be at the Buyer's risk and expense. Prorata payments shall be made for partial shipments.

Claims for shortages or other errors in delivery must be made in writing to Seller within 10 days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss or damage to goods in transit should be made to the carrier and not to Seller.

Buyer is responsible for the maintenance, operation and, except as otherwise provided in the Seller's quotation or sales form, the installation of the products. Buyer shall keep and maintain said products in good condition and shall not permit waste to be committed thereon and shall keep products fully insured against loss or damage from the normal hazards of such installation, maintenance and operation until the balance of the purchase price is fully paid in cash. Injury or destruction of such property after delivery pursuant to this section shall not release the Buyer from its obligation to make payments as herein provided. Seller shall not be liable for any damage as a result of any delay due to any cause beyond Seller's reasonable control, including, without limitation, an act of God, act of the Buyer, embargo or other governmental act, regulation or request, fire, act of terrorism, accident, strike, slow-down, war, riot, delay in transportation or inability to obtain necessary labor, materials, transportation or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Buyer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be rescission of the purchase agreement.

5. Payment Terms. Terms of payment shall be as specified in Seller's proposal. If not so specified, terms of payment for products shall be net cash, thirty (30) days after shipment of products. Where Seller is to provide installation, terms of payment for installation shall be as specified in Seller's quotation or sales form. If not so specified, terms of payment for installation shall be net cash, thirty (30) days after completion of installation of Seller's products. Interest at the rate of one and one-half percent (1 1/2%) per month (but not greater than the highest rate permitted by applicable law) will be charged on all accounts not paid when due.

6. Title and Security Interest. Until Seller collects in full all amounts Buyer owes under the order and any other sales between the parties, Seller retains title to the products and Buyer grants to Seller a continuing security interest in and a lien upon the products and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller pursuant to the order and all such other sales, and Buyer shall have no right to sell, encumber or dispose of the products. Buyer shall execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

7. Limitations on Warranties and Remedies. In return for purchase and full payment for Aquarius Technologies Inc. goods, we warrant new goods provided to be free from defects in material and workmanship under normal conditions and use for a period of one (1) year goods are put into service, or eighteen (18) months from date of equipment shipment (whichever occurs first).

AQUARIUS TECHNOLOGIES, INC.

TERMS & CONDITIONS OF SALE

If within such warranty period goods prove to be defective, Seller shall, repair or replace the defective goods. **OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED** to replacing or repairing (at our factory in Port Washington, Wisconsin) any part or parts returned to our factory with transportation charges prepaid, and which our examination shows to have been defective. Such repair or replacement shall be Seller's sole liability and buyer's sole remedy for breach of warranty and is conditioned upon Seller's receipt of written notice of any alleged defect within ten (10) calendar days of its discovery. Seller at its option shall have the right to examine the goods at the Buyer's place of business at or where the goods have been placed into service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or part to our factory for further examination or repair. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instructions or be subjected to misuse. Decomposition or deformation resulting from chemical action, wear caused by the presence of abrasive materials and replaceable or consumable material reaching its useful life, shall not constitute defects under the foregoing warranty. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NOT WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUARIUS TECHNOLOGIES INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN GOODS. LIMIT OF LIABILITY: AQUARIUS TECHNOLOGIES INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE EXCEED THE PRICE OF THE GOODS UPON WHICH THE LIABILITY IS BASED.

8. Taxes and Other Charges. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between Seller and the Buyer, shall be paid by the Buyer in addition to the prices quoted or invoiced, unless Seller specifically states that such taxes or charges are included in such price. In the event Seller shall be required to pay any such tax, fee or charge, the Buyer shall reimburse Seller therefore (including any interest and penalties relating thereto), or, in lieu of such payment, the Buyer shall provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same.

9. Patents, Trademarks and Copyrights. Seller will, at its expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any United States patent, trademark or copyright relating to any products manufactured and furnished by Seller hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in Buyer's business for any of the purposes for which the same were sold by Seller, and provided Buyer shall have made all payments then due hereunder and shall give Seller immediate notice in writing of any such suit and transmit to Seller immediately upon receipt all processes and papers served upon Buyer and permit Seller through its counsel, either in the name of Buyer or in the name of Seller, to defend the same and give all needed information, assistance and authority to enable Seller to do so. If such products are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then: (a) Seller will pay any final award of damages in such suit attributable to such infringement, and (b) if in such suit use of such products by Buyer is permanently enjoined by reason of such infringement, Seller shall, at its own expense and at its sole option, either (i) procure for Buyer the right to continue using the products, (ii) modify the products to render them non-infringing, (iii) replace the products with non-infringing goods, or (iv) refund the undepreciated portion of the purchase price and transportation costs paid by Buyer for the products or services, determined after depreciation on the basis of a five-year useful life.

Notwithstanding the foregoing, Seller shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods or materials not furnished by Seller. **THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER FOR INFRINGEMENT; AND IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES ATTRIBUTABLE TO AN INFRINGEMENT.**

As to any products furnished by Seller to Buyer manufactured in accordance with drawings, designs or specifications proposed or furnished by Buyer or any claim of contributory infringement resulting from the use or resale by Buyer of products sold hereunder, Seller shall not be liable, and Buyer shall indemnify Seller against any award made against Seller for any and all patent, trademark or copyright infringements.

10. Substitutes. Seller may furnish suitable substitutes for products unobtainable because of priorities or regulations established by governmental authority or the non-availability of goods from suppliers.

11. Permits. The Buyer shall have full responsibility for securing the requisite permits and compliance with all health and sanitation laws, ordinances and regulations pertaining to the installation of the products involved in a sewage treatment plant or other products sold by Seller.

12. Limitations on Consequential Damages and Other Liability; Buyer's Indemnity. Except as otherwise agreed in writing, Seller's liability with respect to the products and/or services sold hereunder shall be limited to the warranty provided in Paragraph 7 hereof and, with

AQUARIUS TECHNOLOGIES, INC.

TERMS & CONDITIONS OF SALE

respect to other performance of this contract, shall be limited to the contract price. **SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO.**

Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated products, cost of capital, cost of substitute products, facilities or services, down-time, shut-down or slowdown costs, or for any other types of economic loss, and for claims of Buyer's customers or any third party for any such damages. **SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.**

Buyer shall indemnify Seller against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which Seller may incur as a result of any claim by Buyer or others arising out of or in connection with the products and/or services sold hereunder and based on product or service defects not proven to have been caused solely by Seller's negligence.

13. Technical Information. Any sketches, models or samples submitted by Seller shall remain the property of Seller, and shall be treated as confidential information unless Seller has in writing indicated a contrary intent. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without Seller's express written consent.

14. Buyer's Property. No property of Buyer placed in Seller's custody for performance of this contract is covered by Seller's insurance, and Seller assumes no risk in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond Seller's reasonable control.

15. Tools. Any dies, jigs or tools which Seller manufactures or acquires for performance of this contract shall remain the property of Seller, notwithstanding any charges therefore. Tool charges convey to Buyer the right to have the tools used by Seller for performance of this contract, but do not convey title or right of possession. Seller shall be responsible for routine maintenance and repair of such tools, dies and jigs. Major overhauls, replacements or changes shall be charged to the Buyer.

16. Returns. Products may be returned to Seller only when Buyer obtains Seller's advance written permission therefore. Returned products must be securely packaged to reach Seller without damage; and any cost incurred by Seller to put products in marketable condition will be charged to Buyer.

17. Governing Provisions. THE CONTRACT FOR SALE AND THESE TERMS AND CONDITIONS SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER AND SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF WISCONSIN (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. SELLER RESERVES THE RIGHT TO IMPOSE DIFFERENT OR ADDITIONAL TERMS OF SALE ON INTERNATIONAL SALES AND/OR SALES OF SERVICES.

Effective Date of Terms: January 1, 2016

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
LABORATORY SUPPLIES

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City purchase laboratory supplies for phosphorous and ammonia testing from the manufacturer, Hach Company.
2. It is estimated the City spends approximately \$35,000 per year for the supplies.
3. Funds for the purchase are budgeted in account numbers 590-54310-740000 and 590-590-54710-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase of the laboratory supplies for phosphorous and ammonia testing from Hach Company.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

ATTACHMENTS:
Staff Report
Quotes

Kelli A. VandenBerg,
Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 13, 2016
Subject: Hach Company Purchases
From: Jaime Fleming, Utilities Laboratories Manager
Meeting Date: June 20, 2016

RECOMMENDATION:

It is recommended that purchases for laboratory supplies from Hach Company be allowed on an as-needed basis, up to an estimated amount of \$35,000.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of the public health of Wyoming’s citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements. The Hach testing supplies are recyclable and use sample and reagent volumes that are ten times less than the alternative methods.

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

Economic Strength – By maintaining our own independent laboratories in the Utilities Department, we are able to keep our costs as low as possible, while generating more analytical data in which we have higher confidence. The Hach testing methods are less labor intensive, more accurate, and give a faster turnaround time than other methods. The supplies are only available for purchase from Hach Company.

DISCUSSION:

The Clean Water Plant laboratory goes through a considerable amount of consumable supplies to conduct regulatory compliance, process control testing, industrial monitoring, and biosolids characterization. We currently use methods (TNT Plus) for phosphorus and ammonia testing which are proprietary technologies and do not have other alternatives available in the market. Therefore, their manufacturer (Hach Company) is our sole source for these supplies. These techniques are approved by the USEPA for use in generating reportable data, and give us greater accuracy with less labor, variability, and turnaround time. The cost of the supplies for these tests, in addition to other products typically purchased from Hach, will exceed \$7500 annually.

BUDGET IMPACT:

We have a monthly standing order for eighteen (18) boxes of TNT plus testing vials for ammonia (25 tests/box) and eighteen (18) boxes (25 tests/box) of vials for phosphorus. We may periodically order additional boxes of something to cover emergency samples or an increase in sample load, but the standing order pretty much covers our needs. These testing supplies comprise the largest portion of our purchases, and are in addition to other consumables and products typically purchased from Hach.

The attached quotes from Hach gives unit pricing for the supplies described above. The cost is a monthly total of \$1,894.08 for materials, not including shipping. The grand total for the year, including shipping, is \$23,525.64. This comprises the largest portion of the purchases from Hach.

It is recommended that the Council provide approval to continue to make purchases from Hach Company, on an as-needed basis, up to \$35,000 annually. The Sewer Fund Treatment Lab Services Account 590-590-54310-740000 and the Sewer Fund Environmental Services Lab Services Account 590-590-54710-740000 are used for these purchases.

Attachments:

Hach Quote

Hach Extended Quote



Quotation

Hach
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Number: 100165982v1

Use quote number at time of order to ensure that you receive prices quoted

Quote Date: 06/01/2016

Quote Expiration: 07/31/2016

CITY OF WYOMING
 ACCTS PAYABLE
 PO BOX 905
 WYOMING, MI 49509-0905

Name: Jamie Petrovich
 Phone: 616-669-5290
 Email: petrovichj@wyomingmi.gov

Customer Account Number: 058320

Sales Contact: Michael Wright Email: mwright@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
SIRR one month supply					
1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25	12	52.45	629.40
2	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P)	6	52.75	316.50
3	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P)	12	52.79	633.48
4	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25	6	52.45	314.70
				Subtotal	\$ 1,894.08
				Grand Total	\$ 1,894.08

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i)

Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review
 Please reference the quotation number on your purchase order.
 Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
 Shipments will be prepaid and added to invoices unless otherwise specified.
 Equipment quoted operates with standard U.S. supply voltage.
 Hach standard terms and conditions apply to all sales.
 Additional terms and conditions apply to orders for service partnerships.
 Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Sales Contact:

Name: Michael Wright
Title: Regional Sales Manager
Phone: 800-227-4224
Email: mwright@hach.com

Prepared By:

Name: Nanette Meyer
Title: Field Sales Support Specialist
Phone: 970-669-3050 x 6275
Email: nmeyer@hach.com



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>SIRR Delivery Program</u>	<u>Hach WarrantyPlus™ Upgrade</u>
<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>	<p><i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i></p> <ul style="list-style-type: none"> ✓ Lower inventory costs and fresh supplies ✓ Reduced paperwork – one purchase order for the entire year ✓ Automatic shipments on your schedule ✓ Easier budgeting <p>www.Hach.com/sirr</p>	<p><i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year <p>www.Hach.com/warrantyplus</p>

ADVANTAGES OF SIMPLIFIED FREIGHT

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships simplified freight orders as the product is available at no additional cost 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED FREIGHT CHARGES ^{1, 2, 3}						Collect ⁴
<i>Pricing Effective 8/16/2014</i>						
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 8/16/2014
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.79
\$50.00 - \$199.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$7.99
\$200.00 - \$449.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.47
\$450.00 - \$749.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$8.89
\$750.00 - \$999.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.17
\$1,000.00 - \$2,249.99	\$66.39	\$130.75	\$255.01	\$154.73	\$307.33	\$9.49
\$2,250.00 - \$4,999.99	\$79.47	\$174.35	\$294.25	\$181.98	\$336.76	\$11.32
\$5,000.00 - \$9,999.99	\$112.79	\$201.60	\$338.94	\$213.59	\$365.10	\$16.83
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$29.49

- 1 Freight charges shown are only applicable to orders billing and shipping to U.S. destinations. Freight charges will be prepaid and added to invoice. Freight for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Freight charges are subject to change without notice.
- 2 Additional freight charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- 3 Orders shipping to Alaska or Hawaii: Additional freight charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- 4 Hach Company will assess a collect handling fee on orders with collect freight terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [122](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach

Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY: **None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.**

20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

* * *

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Additional Provisions

22. WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

* * *



HACH COMPANY

Headquarters
P.O. Box 389
5600 Lindbergh Drive,
Loveland, CO 80539-0389

Purchase Orders
PO Box 608
Loveland, CO 80539-0608
Web Site: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
Email: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207, Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account 8765602385
Routing (ABA) : 026009593
Swift Code: BOFAUS3N

Quote Number **314149674** **Version Number** **0**
(USE QUOTE Number at time of order to ensure you receive prices quoted).

Customer Ref **SIRRQUOTE2016***
Second Customer Ref
Third Customer Ref
Payment Terms Subject to Credit Review
Currency USD
Freight Terms Prepaid By Shipper
Ship Method UPS-UPS**UPS --Ground
Quote Date 05/31/2016
Expiration Date 08/01/2016
Sales Contact
Customer Number 058320
Quote Contact KAREN HORNING
Phone 6162613553
Fax 616-261-3590
E-Mail jonmyers@hach.com

<p>Bill-To Account ----- 251794 CITY OF WYOMING ACCTS PAYABLE PO BOX 905 WYOMING,MI,49509-0905 United States Phone : 616-530-7229</p>	<p>Ship-To Account ----- 334592 CITY OF WYOMING CLEAN WATER PLANT 2350 IVANREST AVE SW WYOMING,MI,49418-3402 United States Phone : 616-530-7229</p>	<p>Deliver-To Account -----</p>
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Line	Item No	Description	Quantity	Unit Price	Extended Amount
1.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Additional Info: 1ST SHIPMENT	12	52.45	629.40
2.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Additional Info: 1ST SHIPMENT	6	52.75	316.50
3.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Additional Info: 1ST SHIPMENT	12	52.79	633.48

Quotation/ProForma Invoice

Line	Item No	Description	Quantity	Unit Price	Extended Amount
4.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 Additional Info: 1ST SHIPMENT	6	52.45	314.70
6.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Additional Info: 2ND SHIPMENT	12	52.45	629.40
7.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Additional Info: 2ND SHIPMENT	6	52.75	316.50
8.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Additional Info: 2ND SHIPMENT	12	52.79	633.48
9.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 Additional Info: 2ND SHIPMENT	6	52.45	314.70
11.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Additional Info: 3RD SHIPMENT	12	52.45	629.40
12.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Additional Info: 3RD SHIPMENT	6	52.75	316.50
13.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Additional Info: 3RD SHIPMENT	12	52.79	633.48
14.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 Additional Info: 3RD SHIPMENT	6	52.45	314.70
16.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Additional Info: 4TH SHIPMENT	12	52.45	629.40
17.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Additional Info: 4TH SHIPMENT	6	52.75	316.50
18.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Additional Info: 4TH SHIPMENT	12	52.79	633.48
19.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 Additional Info: 4TH SHIPMENT	6	52.45	314.70
21.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Additional Info: 5TH SHIPMENT	12	52.45	629.40
22.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Additional Info: 5TH SHIPMENT	6	52.75	316.50
23.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Additional Info: 5TH SHIPMENT	12	52.79	633.48
24.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 Additional Info: 5TH SHIPMENT	6	52.45	314.70
26.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Additional Info: 6TH SHIPMENT	12	52.45	629.40

Line	Item No	Description	Quantity	Unit Price	Extended Amount
27.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Additional Info: 6TH SHIPMENT	6	52.75	316.50
28.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Additional Info: 6TH SHIPMENT	12	52.79	633.48
29.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 Additional Info: 6TH SHIPMENT	6	52.45	314.70
31.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Additional Info: 7TH SHIPMENT	12	52.45	629.40
32.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Additional Info: 7TH SHIPMENT	6	52.75	316.50
33.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Additional Info: 7TH SHIPMENT	12	52.79	633.48
34.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 Additional Info: 7TH SHIPMENT	6	52.45	314.70
36.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Additional Info: 8TH SHIPMENT	12	52.45	629.40
37.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Additional Info: 8TH SHIPMENT	6	52.75	316.50
38.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Additional Info: 8TH SHIPMENT	12	52.79	633.48
39.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 Additional Info: 8TH SHIPMENT	6	52.45	314.70
41.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Additional Info: 9TH SHIPMENT	12	52.45	629.40
42.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Additional Info: 9TH SHIPMENT	6	52.75	316.50
43.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Additional Info: 9TH SHIPMENT	12	52.79	633.48
44.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 Additional Info: 9TH SHIPMENT	6	52.45	314.70
46.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Additional Info: 10TH SHIPMENT	12	52.45	629.40
47.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Additional Info: 10TH SHIPMENT	6	52.75	316.50
48.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25	12	52.79	633.48

Line	Item No	Description	Quantity	Unit Price	Extended Amount
		(2-20MG/L PO4-P) Additional Info: 10TH SHIPMENT			
49.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 Additional Info: 10TH SHIPMENT	6	52.45	314.70
51.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Additional Info: 11TH SHIPMENT	12	52.45	629.40
52.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Additional Info: 11TH SHIPMENT	6	52.75	316.50
53.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Additional Info: 11TH SHIPMENT	12	52.79	633.48
54.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 Additional Info: 11TH SHIPMENT	6	52.45	314.70
56.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Additional Info: 12TH SHIPMENT	12	52.45	629.40
57.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Additional Info: 12TH SHIPMENT	6	52.75	316.50
58.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Additional Info: 12TH SHIPMENT	12	52.79	633.48
59.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25 Additional Info: 12TH SHIPMENT	6	52.45	314.70

Merchandise Total:	\$22,728.96
Shipping & Handling:	\$796.68
Domestic / Inland Freight	\$.00
Total :	\$23,525.64

NOTES :

Additional charges may be added for certain heavy/large items shipping to US Destinations.

THE SHIPPING CHARGES WILL BE \$796.68. \$66.39 X 12 = \$796.68,

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the

intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end-use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

IN LIEU OF PAYMENT TERMS, HACH RESERVES THE RIGHT TO REQUIRE CASH OR CREDIT CARD PAYMENT IN ADVANCE OF DELIVERY.

Taxes will be added at time of order for orders shipping and used in US Destinations, unless valid resale/exemption certificate is provided. Exemption certificate can be sent to the above address or fax number.

Jonathan Myers

Prepared By:

Hach Flow Products & Services 800-368-2723 Fax 970-619-5150	Environmental Test Systems (ETS) 800-548-4381 Fax 970-619-5025	Other Hach Brands 800-454-0263 Fax 970-461-3919
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06/20/16

Purchasing/KRO

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF PANASONIC TOUGHBOOKS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize the purchase of two Panasonic Toughbooks from CDW-G using the National IPA contract pricing in the total estimated amount of \$9,761.70.
2. Funds for the purchase of Panasonic Toughbooks are available in the General Fund/ Fire account number 101-337-33900-985000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the Panasonic Toughbooks from CDW-G using the National IPA contract pricing in the total estimated amount of \$9,761.70.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2016.

ATTACHMENTS:
Staff Report
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: June 6, 2016
SUBJECT: Department of Public Safety/Fire Vehicle Computers
FROM: Pat Firestone, Director of Information Technology
MEETING DATE: June 20, 2016

RECOMMENDATION:

It is recommended that the City Council authorize payment to CDW-G Corporation for the purchase of (2) Panasonic Toughbook computers, as well as accessories, for the Public Safety Department- Fire Division. These laptops will be placed in (2) Fire apparatus that currently do not have computers, thus allowing Fire personnel to perform their duties, as standardized with current Fire apparatus with computers.

SUSTAINABILITY CRITERIA:

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

Social Equity – Information Technology staff continues efforts toward expanding and upgrading equipment as needed, which is consistent with our goal of maintaining our IT infrastructure to support technology solutions, facilitate interoperability and connectivity, and support technologies and computing assets that increase service to our employees and/or citizens.

Economic Strength – As with any mobile technology, increases in fleet size can require an increase in technology. Information Technology staff are encouraged to implement a strategy of proactive updating of computing assets to minimize and prevent outages of the information networks to City employees and/or citizens looking for services.

DISCUSSION:

These (2) additional Panasonic Toughbook computers, are being added to the Fire fleet, due to not having computers today. Mobile technology is an ever-increasing important function of both Police and Fire, and as the vehicle fleet expands or contracts, the number of mobile computers may change. The Panasonic Toughbooks and accessories were quoted from existing Government contracts, with CDW-G, contract National IPA Technology Solutions #130733, being selected at a price of \$9,761.70.

BUDGET IMPACT:

Funding (\$9,761.70) for the purchase of the Panasonic Toughbook's and accessories is budgeted and available in the General Fund/Fire account #101-337-33900-985.000.



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
HCJF830	0443676	5/23/2016

BILL TO:
CITY OF WYOMING
PO BOX 905

SHIP TO:
CITY OF WYOMING
Attention To: ANN PATTERSON
1155 28TH ST SW

Accounts Payable
WYOMING , MI 49509-0905

WYOMING , MI 49509-2895
Contact: LINDA GUTH 616.257.9822

Customer Phone #

Customer P.O. # PAN TB QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
RYAN CONNELLY 877.404.9089		UPS Ground (1- 2 day)	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	3639343	PAN TB CF 31 I5-5300U 500GB 4GB Mfg#: CF-3110451CM Contract: MARKET	3,350.00	6,700.00
2	1522526	GARMIN GPS 18X PC RECEIVER Mfg#: 010-00321-34 Contract: MARKET	81.83	163.66
2	1547964	HAVIS CHARGE GUARD SELECT Mfg#: CG-X Contract: MARKET	69.81	139.62
2	3657294	HAVIS DEVMT DOCKST PAN 30 31 Mfg#: DS-PAN-112 Contract: MARKET	668.32	1,336.64
2	3674804	SIERRA WRLS GX450 WIFI LTE ATT DC Mfg#: 1102364 Contract: MARKET	661.15	1,322.30
SUBTOTAL				9,662.22
FREIGHT				99.48
TAX				0.00

US Currency

TOTAL → 9,761.70

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.752.3613

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
FIVE COPIERS/PRINTERS/SCANNERS USING THE
NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT PRICING
AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE MAINTENANCE AGREEMENTS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City purchase five copier/printer/scanners to be used in the City Hall and Public Safety Department using the NJPA contract prices.
2. Technology Partners Group, Inc. has offered to extend their current maintenance agreement pricing for the copier/printer/scanners.
3. Funds for the purchase of the two copier/printer/scanners for City Hall in the total amount of \$15,947.50 are budgeted in the 2016/17 fiscal year capital outlay account number 101-233-24800-980603.
4. Funds for the purchase for the two copier/printer/scanners in the amount of \$8,188.40 for the Public Safety-Forensic Science Unit and Administrative Offices are budgeted in the 2015/16 fiscal year account number 101-305-30610-975000.
5. Funds for the purchase for the copier/printer/scanner in the amount of \$6,139.00 for the Public Safety-Investigative Division are budgeted in the 2016/17 fiscal year account number 101-305-31000-980072.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the five copier/printer/scanners using the National Joint Powers Alliance (NJPA) contract pricing in the total estimated amount of \$30,274.90.
2. The City Council does hereby accept the copier/printer/scanner maintenance agreements and authorizes the City Manager to acknowledge acceptance renewal of agreements in accordance with budget authorization.
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 June 20, 2016.

ATTACHMENTS:

Staff Report

Technology Partners Group Inc. & NJPA CCR Sharp Contract Purchase Orders (5)

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 2, 2016
Subject: Copy Machines
From: Laura Jackson, Purchasing Department
Lt. Mark Easterly, Public Safety - Police
Meeting Date: June 20, 2016

RECOMMENDATION:

It is recommended that the City authorize the purchase of five copier/printer/scanner machines using the National Joint Powers Alliance (NJPA) Contract #100312-SEC pricing.

SUSTAINABILITY CRITERIA:

Environmental Quality – Sending documents electronically reduces paper and toner use and eliminates the need to transport documents physically and is therefore friendly to the environment.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Sending documents electronically by scanning and emailing reduces paper and postage costs. With the increase use of social media color scanning allows departments the ability to post the notifications electronically in color at no additional cost to the City.

DISCUSSION:

The NJPA creates national cooperative contract purchasing solutions on behalf of its member agencies which include all government, education and non-profit agencies nationwide and in Canada. These cooperative contract opportunities offer both time and money savings for their users by consolidating the efforts of numerous individually prepared solicitations to one national, cooperatively shared process. This process leverages the aggregation of volume from members nationwide.

There is no-cost, no-obligation or liability to join or participate in the NJPA contract purchasing program and no minimum contract purchasing requirements or commitments for members who use the NJPA contracts.

City Hall

Currently City Hall has two Sharp copy machines that were purchased as used machines in 2006 and 2007. These machines are approximately 13 years old and are experiencing more paper jams, paper miss-feeds, and other issues including poor copy quality. These issues are creating a greater amount of down time.

It is recommended the machines be replaced with the following Sharp network digital copier/printer/scanners using NJPA contract pricing:

Sharp MX-465N (monochrome)	\$ 7,529.00
Sharp MX-3570N (full color)	\$ 8,418.50

Both machines include the ability to duplex and have the ability to staple, sort and three-hole punch the paper. Sharp has continued to keep a very similar layout to the machines we currently have so employees will be able to quickly learn and use these machines. The older models require emails to be entered using a touchpad, which can be time consuming. The new machines now include a pull out keyboard, so email addresses and other information can be keyed using the keyboard.

Both machines have network printing capabilities, which allow employees to print directly from their computer. The Information Technology Department reviewed the specifications on these machines and have concurred that they are compatible with the City's current network.

Many departments print documents in color. Purchase of the Sharp MX-3570N copier/printer/scanner will reduce the use of the color printers and reduce the cost to print in color to \$.055. This machine also defaults to print in monochrome and the cost per page is \$.006 per copy. The cost per page to print includes all service, parts, drums and supplies to operate the machine (paper and staples are not included).

Public Safety – Forensic Science Unit

Currently the Forensic Science Unit has a RocoH Aficio 1022, Super G3 monochrome copy machine that is approximately 15 years old. The machine is having multiple issues and it is often down for service. The plastic parts are becoming old and brittle, and it is not feeding paper without jamming and copy quality is becoming poor. Parts are becoming more and more difficult to find.

It is recommended the machine be replaced with the following network digital copier/printer/scanner using NJPA contract pricing:

Sharp MX-3050N (full color)	\$4,482.50
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This will be the first color copy machine within the Department of Public Safety. Currently the department is relying on a large HP color printer for color prints. Color cartridges are replaced two or three times per year at a cost of approximately \$750 each.

Purchase of the Sharp MX-3050N copier/printer/scanner will reduce the cost to print in color to \$.055. This machine also defaults to print in monochrome and the cost per page is \$.006 per copy. The cost per page to print includes all service, parts, drums and supplies to operate the machine (paper and staples are not included).

Public Safety - Administrative Services

Currently the Administrative Services Bureau has a 2003 Sharp AR-M550N black copy machine. The machine is having issues jamming and not feeding paper properly. The plastic parts are old and brittle with the plastic gear teeth breaking and stripping out and copy quality is fair.

It is recommended the machine be replaced with the following networked digital copier/printer/scanner using NJPA contract pricing:

Sharp MX-M266N (monochrome) \$3,705.90

Public Safety - Investigative Division

The Investigative Division also has a 2003 Sharp AR-M550N monochrome copy machine. The department is having issues with the copy machine jamming and not feeding paper properly and copy quality is fair to poor. The plastic parts are old and brittle with the plastic gear teeth breaking and stripping and parts are difficult to find.

It is recommended replacing the machine be replaced with the following networked digital copier/printer/scanner using NJPA contract pricing:

Sharp MXM-365N (monochrome) \$6,139.00

Maintenance

Maintenance for the machines will be charged at NJPA pricing in the amount of \$.006 per black/white copy and \$.055 per full color copy. This includes all service, parts, drums and supplies to operate the machines with the exception of paper and staples.

BUDGET IMPACT:

Funds for the purchase of two copier/printer/scanners for City Hall are budgeted in the 2016-17 fiscal year account number 101-233-24800-980603 - Capital Outlay Copy Machine.

Funds for the purchase of the two copier/printer/scanners for the Public Safety-Forensic Science Unit and Administrative Offices are budgeted in the 2015-16 fiscal year account number 101-305-30610-975000 - Building Capital Outlay.

Funds for the purchase of the copier/printer/scanner for the Public Safety-Investigative Division is budgeted in the 2016-17 fiscal year account number 101-305-31000-980072 – Detective Bureau Outlay Copy Machine.

Funds for the maintenance agreements exist in various department repairs and maintenance accounts.

**TECHNOLOGY
PARTNERS
GROUP
INC.**

May 27, 2016

**NJPA CONTRACT # 100312-SEC
EQUIPMENT PROPOSAL**

Prepared For
**City of Wyoming City Hall
1255 28th Street SW
Wyoming, MI 49509**

Sharp MX-465N Monochrome Networked Digital Copier/Printer/Scanner

Configured with a 150 Sheet Duplex Single Pass Document Feeder, MX-DE20 Tandem Paper Drawer, MX-RB22 Paper Pass Unit, MX-FN11 Stacking Finisher, MX-PNX6B 3 Hole Punch, and MX565NSupplykit startup supplies.

Contract Purchase Price: \$7,529.00

Purchases under this contract are made directly through National Joint Powers Alliance, a government CO-OP.

Standard Features:

- Auto Image Density and Auto Paper Size Select
- Zoom Reduction/Enlargement (25% to 400%)
- Auto Duplexing of Single-Sided or Two-Sided Originals
- 2 in 1, 4 in 1, Document Storage, Annotation and Page Numbering
- Copy Sizes-5 1/2" x 8 1/2" to 11" x 17"
- 12 Second Warm-Up Time / 3.9 Second First Copy or Less
- 1200x1200 dpi Print Resolution
- 100 Sheet "Smart" Bypass Tray
- Handles Paper From #16 Bond to #110 Index From **ALL** Paper Sources

Service and Supplies:

\$.0065 per printed page, billed monthly in arrears. Includes all service, parts, drums, and supplies to operate your system, except paper and staples.

P.O. Box 9007, Wyoming, MI 49509 (616) 301-3430, Fax (616) 301-3431
email:bwebb@technologypartnersgroupinc.com

**TECHNOLOGY
PARTNERS
GROUP
INC.**

May 27, 2016

**NJPA CONTRACT # 100312-SEC
EQUIPMENT PROPOSAL**

Prepared For
**City of Wyoming City Hall
1255 28th Street SW
Wyoming, MI 49509**

Sharp MX-3570N Full Color Networked Digital Copier/Printer/Scanner
Configured with a 150 Sheet Duplex Single Pass Document Feeder, MX-DE28 Tandem Paper Drawer, MX-RB25 Paper Pass Unit, MX-FN28 Stacking Finisher, MX-PN15B 3 Hole Punch, and MX6050TonerKit startup supplies.

Contract Purchase Price: \$8,418.50

Purchases under this contract are made directly through National Joint Powers Alliance, a government CO-OP.

Standard Features:

- Auto Image Density and Auto Paper Size Select
- Zoom Reduction/Enlargement (25% to 400%)
- Auto Duplexing of Single-Sided or Two-Sided Originals
- 2 in 1, 4 in 1, Document Storage, Annotation and Page Numbering
- Copy Sizes-5 1/2" x 8 1/2" to 11" x 17"
- 10 Second Warm-Up Time or Less / 4.7 Second First Copy
- 1200x1200 dpi Print Resolution
- 100 Sheet "Smart" Bypass Tray
- Handles Paper From #16 Bond to #110 Index From ALL Paper Sources

Service and Supplies:

\$.055 per copy Full Color, \$.006 per copy B/W billed monthly in arrears. Includes all service, parts, drums, and supplies to operate your system, except paper and staples.

P.O. Box 9007, Wyoming, MI 49509 (616) 301-3430, Fax (616) 301-3431
email:bwebb@technologypartnersgroupinc.com

June 10, 2016

**NJPA CONTRACT # 100312-SEC
EQUIPMENT PROPOSAL**

Prepared For
**City of Wyoming, Public Safety
2300 DeHoop SW
Wyoming, MI 49509**

Sharp MX-3050N Full Color Networked Digital Copier/Printer/Scanner
Configured with a 150 Sheet Duplex Single Pass Document Feeder, MX-DE26 Paper Drawer, MX-TU16 Tray, and MX6050TonerKit startup supplies.

Contract Purchase Price: \$4,482.50

Purchases under this contract are made directly through National Joint Powers Alliance, a government CO-OP.

Standard Features:

- Auto Image Density and Auto Paper Size Select
- Zoom Reduction/Enlargement (25% to 400%)
- Auto Duplexing of Single-Sided or Two-Sided Originals
- 2 in 1, 4 in 1, Document Storage, Annotation and Page Numbering
- Copy Sizes-5 1/2" x 8 1/2" to 11" x 17"
- 10 Second Warm-Up Time or Less / 4.7 Second First Copy
- 1200x1200 dpi Print Resolution
- 100 Sheet "Smart" Bypass Tray
- Handles Paper From #16 Bond to #110 Index From **ALL** Paper Sources

Service and Supplies:

\$.055 per copy Full Color, \$.006 per copy B/W billed monthly in arrears. Includes all service, parts, drums, and supplies to operate your system, except paper and staples.

**P.O. Box 9007, Wyoming, MI 49509 (616) 301-3430, Fax (616) 301-3431
email:bwebb@technologypartnersgroupinc.com**

June 10, 2016

**NJPA CONTRACT # 100312-SEC
EQUIPMENT PROPOSAL**

Prepared For
**City of Wyoming, Public Safety
2300 DeHoop SW
Wyoming, MI 49509**

Sharp MX-266N Networked Digital Copier/Printer/Scanner

Configured with a 100 Sheet Duplex Single Pass Document Feeder, AR-DS19 Base, MX-FX11 Fax Module, MX-FN26 Finisher and MX266SupplyKit startup supplies.

Contract Purchase Price: \$3,705.90

Purchases under this contract are made directly through National Joint Powers Alliance, a government CO-OP.

Standard Features:

- Auto Image Density and Auto Paper Size Select
- Zoom Reduction/Enlargement (25% to 400%)
- Auto Duplexing of Single-Sided or Two-Sided Originals
- 2 in 1, 4 in 1, Document Storage, Annotation and Page Numbering
- Copy Sizes-5 1/2" x 8 1/2" to 11" x 17"
- 10 Second Warm-Up Time or Less / 4.7 Second First Copy
- 600x600 dpi Print Resolution
- 100 Sheet "Smart" Bypass Tray
- Handles Paper From #16 Bond to #58 Index From ALL Paper Sources

Service and Supplies:

\$.006 per copy B/W billed monthly in arrears. Includes all service, parts, drums, and supplies to operate your system, except paper and staples.

**P.O. Box 9007, Wyoming, MI 49509 (616) 301-3430, Fax (616) 301-3431
email: bwebb@technologypartnersgroupinc.com**

June 10, 2016

**NJPA CONTRACT # 100312-SEC
EQUIPMENT PROPOSAL**

Prepared For
**City of Wyoming, Public Safety
2300 DeHoop SW
Wyoming, MI 49509**

Sharp MX-365N Networked Digital Copier/Printer/Scanner

Configured with a **100** Sheet Duplex Single Pass Document Feeder, MX-DE20 Tandem Paper Drawer, MX-FX11 Fax Module, MX-FN17 Finisher and MX565SupplyKit startup supplies.

Contract Purchase Price: \$6,139.00

Purchases under this contract are made directly through National Joint Powers Alliance, a government CO-OP.

Standard Features:

- Auto Image Density and Auto Paper Size Select
- Zoom Reduction/Enlargement (25% to 400%)
- Auto Duplexing of Single-Sided or Two-Sided Originals
- 2 in 1, 4 in 1, Document Storage, Annotation and Page Numbering
- Copy Sizes-5 1/2" x 8 1/2" to 11" x 17"
- 10 Second Warm-Up Time or Less / 4.7 Second First Copy
- 600x600 dpi Print Resolution
- 100 Sheet "Smart" Bypass Tray
- Handles Paper From #16 Bond to #110 Index From **ALL** Paper Sources

Service and Supplies:

\$.006 per copy B/W billed monthly in arrears. Includes all service, parts, drums, and supplies to operate your system, except paper and staples.

**P.O. Box 9007, Wyoming, MI 49509 (616) 301-3430, Fax (616) 301-3431
email:bwebb@technologypartnersgroupinc.com**

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Cleaning and Disinfecting Services	Multi Serve, Inc.	Bid prices as shown on the attached Staff Report and 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 June 20, 2016.

ATTACHMENTS:

Staff Report
Tabulation Sheet

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: June 13, 2016

SUBJECT: Award of Bid for Cleaning and Disinfecting Services

FROM: Lisa Barnes, Office Manager

Date of Meeting: June 20, 2016

RECOMMENDATION:

It is recommended the City Council award the bid for Cleaning and Disinfecting Services to Multi Serve, Inc.

SUSTAINABILITY CRITERIA:

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. This service provides a safe way to resolve potentially hazardous situations involving unclean water.

Social Equity

This service is provided to all of the City's residents who experience water break damage or a sewer backup caused by a problem in the right-of-way.

Economic Strength

Being able to offer this service immediately may reduce overall property damages and prevent potential litigation with those affected by water or sewer damage.

DISCUSSION:

On Tuesday, May 24, 2016, the City received three bids for Cleaning and Disinfecting Services. Bid specifications were sent to twelve potential bidders. Multi Serve, Inc. submitted the low bid in the amount of \$150,851.50 each year for three years.

Cleaning and disinfecting service is provided to Wyoming residents who have experienced a sewer backup or a water break that has caused damage in the basement of their home. This contractor is available twenty-four hours a day to provide a timely response in emergency situations. A crew is sent out to immediately assess the situation and set up equipment to begin the drying process. The contractor works with city staff and the resident to determine the extent of the damages, remove the water or sewage and dry the area, inventory the losses and move through the reimbursement process.

BUDGET IMPACT:

The annual cost is expected to be approximately \$150,000 and will be paid based on unit prices on the bid tabulation. Funds are available in the sewer and water maintenance accounts 590-441-54200-930.000 and 591-441-56700-930.000

Attached: Bid Tabulation

BID TABULATION
Cleaning and Disinfecting Personal Property - 5/24/2016

WORK ITEM DESCRIPTION	UNIT	EST.	Anderson Brothers Steamatic		Flagship Restoration		Multi-Serve , Inc	
			UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Service Call Business Hours (one per backup)	each	50	\$0.00	\$0.00	\$0.00	\$0.00	\$74.50	\$3,725.00
Service Call After Hours (one per backup)	each	75	\$150.00	\$11,250.00	\$145.00	\$10,875.00	\$111.50	\$8,362.50
Extract Water	SF	30,000	\$0.24	\$7,200.00	\$0.85	\$25,500.00	\$0.28	\$8,400.00
Clean & Disinfect Floors & Walls	SF	50,000	\$0.24	\$12,000.00	\$0.30	\$15,000.00	\$0.28	\$14,000.00
Mold & Mildew Treatment	SF	50,000	\$0.18	\$9,000.00	\$0.16	\$8,000.00	\$0.11	\$5,500.00
Removal of Carpet & Pad	SF	10,000	\$0.35	\$3,500.00	\$0.55	\$5,500.00	\$0.28	\$2,800.00
Removal of Furniture & Personal Items	hours	500	\$37.50	\$18,750.00	\$33.50	\$16,750.00	\$35.20	\$17,600.00
Disposal of Items	tons	20	\$106.00	\$2,120.00	\$95.00	\$1,900.00	\$95.00	\$1,900.00
Furnish & Place Air Movers	ea/day	300	\$22.00	\$6,600.00	\$21.73	\$6,519.00	\$20.58	\$6,174.00
Furnish & Place Dehumidifiers	large small	ea/day ea/day	300 300	\$95.00 \$21,000.00	\$28,500.00 \$62.16	\$29,253.00 \$18,648.00	\$105.20 \$52.10	\$31,560.00 \$15,630.00
Clean & Disinfect Furniture & Misc. Personal Items	hours	200	\$37.50	\$7,500.00	\$33.50	\$6,700.00	\$35.20	\$7,040.00
Content Manipulation	hours	200	\$37.50	\$7,500.00	\$33.50	\$6,700.00	\$35.20	\$7,040.00
Monitoring Equipment	hours	250	\$37.50	\$9,375.00	\$33.50	\$8,375.00	\$35.20	\$8,800.00
Inventory & Photos	hours	250	\$37.50	\$9,375.00	\$33.50	\$8,375.00	\$35.20	\$8,800.00
Miscellaneous	hours	100	\$37.50	\$3,750.00	\$33.50	\$3,350.00	\$35.20	\$3,520.00
Average Response Time			Hours/Minutes:	1-2 hours	Hours/Minutes:	1 hour	Hours/Minutes:	1 hour
Business Hours			From:	8 a.m.	From:	8 a.m.	From:	8 a.m.
Days			To:	5 p.m.	To:	5 p.m.	To:	5 p.m.
Average Response Time (After Hours- including weekends & holidays)			Monday through Friday	Monday through Friday	Monday through Friday			
How will service calls be charged: (per address, per call-several homes affected by a main line backup, etc.)			1 service call per crew dispatched	per address / per crew of 2 on large jobs	per address			
Experience in flood or disaster restoration	Forty Seven yrs. experience. Six Techs certified in water damage	Eight yrs experience.	Five yrs experience.					
Experience with large sewer backup situations (Multiple Locations)	Experience with several multi location backups (Calvin College 2 dorm bldgs 10-15" sewage)	Has experience with large, multi location sewer backups for municipalities.	City's current contractor. Has sewer and water experience. Familiar with City's damage policy.					
			\$157,420.00	\$171,445.00	\$150,851.50			

ORDINANCE NO. 9-16

AN ORDINANCE TO AMEND ARTICLE VIII
OF CHAPTER 14 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Article VIII of Chapter 14 of the Code of the City of Wyoming is hereby amended to read as follows:

**VIII. HEALTH CLUBS AND
MASSAGE ESTABLISHMENTS**

DIVISION 1. GENERAL REGULATIONS

Sec. 14-541. Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Health club means any establishment which offers service in the form of massage, baths, exercises, or similar services in any combination or alone to club members or to the public for a charge.

Massage establishment means a building, room, place or establishment, other than a regularly licensed hospital or dispensary, where body massage is regularly practiced on the human body, for other than cosmetic or beautifying purposes, with or without the use of nonpowered mechanical or bathing devices.

Massage therapy shall be defined as provided in section 17957 of the Michigan Public Health Code, MCL 333.17957, as amended.

Myomassologist means a person who offers his services for hire in the practice of massage.

- (b) The terms "health club" and "massage establishment" shall not include:
- (1) Hospitals, nursing homes, medical clinics, offices of a physician, surgeon, osteopath or chiropractor;
 - (2) Exercise clubs, exclusively for members without massage in any form;
 - (3) Barber shops or beauty parlors without massage in any form.

Sec. 14-542. Physical establishment and sanitation standards.

Each health club and massage establishment shall comply with all applicable requirements for the physical establishment and sanitation standards as provided by the Kent County Health Department, the State of Michigan or any other applicable regulatory agency.

Sec. 14-543. Inspections.

The premises of any health club or massage establishment shall be open for inspection at any time by the Department of Public Safety, the city Inspections Department or any other department of the city or any other regulatory agency.

Sec. 14-544. Commercial Sexual Activities.

(1) Definition. Commercial Sexual Activity shall be as defined in Section 462a of the Michigan Penal Code, MCL 750.462a, as amended.

(2) No person shall engage in any commercial sexual activity in or about any health club or massage establishment.

(3) In addition to any other penalties provided by this code or any applicable statute, any commercial sexual activity on or about the premises of a health club or massage establishment shall be grounds for revocation of the business license of the establishment by the city.

DIVISION II. LICENSE REQUIREMENT

Sec. 14-576. Business License.

No person, firm, partnership, corporation or other business entity shall engage in the business of a health club or massage establishment without having obtained a general business license from the city for that location.

Sec. 14-577. Massage therapist.

(1) No person shall engage in the practice of massage therapy without having obtained a license from the State of Michigan in accordance with the provisions of Section 17957 of the Public Health Code, MCL 333.17957, et seq., as amended.

(2) Any person engaging in the practice of massage therapy shall immediately provide a current copy of the license to any employee or agent of the city upon request. Failure to immediately provide the license shall subject the person to all criminal and civil penalties provided in this Code and shall be grounds for revocation of the business license as provided in this Chapter.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2016.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2016.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 9-16

MEMORANDUM

TO: Curtis L. Holt
City Manager

FROM: Jack R. Sluiter
City Attorney

DATE: April 11, 2016

RE: Massage Establishment Regulations

Along with the City Clerk's office, we are reviewing our various business license ordinances. The general purpose is to update our business regulations to reflect current reality specifically related to such issues as local inspection and state licensing requirements. I have recently met with the City Clerk, the City Planner and Lt. Maguffee of the Public Safety Department regarding our massage establishment ordinance. In doing so we have identified several problems with our current ordinance. They are as follows:

1. Current ordinance regulations require things that we no longer do locally such as enforcing physical standards for the establishment (handled by the Health Department) and licensing of employees (done through the State).
2. The ordinance references specific sexual activities which we can now let fall within the category of commercial sexual activity as defined in the state statute.
3. There are no corresponding criminal provisions to allow enforcement by the Public Safety Department such as proof of licensing and engagement in commercial sexual activities which can also be related to human trafficking.

Based upon those issues, I have prepared ordinance amendments to address these issues. They are as follows:

1. An ordinance to amend Article VIII of Chapter 14, the business license provisions. That ordinance eliminates provisions for local inspections, references the statutory definition of commercial sexual activities, requires licensing by the state and proof of licensing and makes violations grounds for the business license revocation.
2. Article X is added to Chapter 50 of the Code regulating massage establishments by making operation without a license by any "massage therapist" a criminal violation and engaging in commercial sexual activities a criminal violation. This ordinance would apply to both the business itself and the individuals.

ORDINANCE NO. 10-16

AN ORDINANCE TO ADD ARTICLE X
TO CHAPTER 50 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Article X is hereby added to Chapter 50 of the Code of the City of Wyoming to read as follows:

**ARTICLE X.
HEALTH CLUBS AND
MASSAGE ESTABLISHMENTS**

Sec. 50-400. Definitions.

For purposes of this Chapter a health club or massage establishment shall be defined as provided in Section 14-541 of this Code.

Sec. 50-401. License required.

(1) Business license

No person, firm, partnership, corporation or other business entity shall engage in the business of a health club or massage establishment without having obtained a general business license from the city for that location.

(2) Massage therapist

(a) No person shall engage in the practice of massage therapy without having obtained a license from the State of Michigan in accordance with the provisions of Section 17957 of the Public Health Code, MCL 333.17957, et seq., as amended. The practice of massage therapy shall be as defined therein and in this code.

(b) Any person engaging in the practice of massage therapy shall immediately provide a current copy of the license to any employee or agent of the city upon request. Failure to immediately provide the license shall subject the person to all criminal and civil penalties provided in this Code and will be grounds for revocation of the business license as provided in this Chapter.

Sec. 50-402. Commercial Sexual Activity.

(1) Commercial Sexual Activity shall be as defined in Section 462a of the Michigan Penal Code, MCL 750.462a, as amended.

(2) No person shall engage in any commercial sexual activity as defined herein in or

about any health club or massage establishment.

(3) No person shall allow any health club or massage establishment to be used for or allow commercial sexual activities to take place on or about the premises.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2016.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2016.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 10-16

MEMORANDUM

TO: Curtis L. Holt
City Manager

FROM: Jack R. Sluiter
City Attorney

DATE: April 11, 2016

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