

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
TUESDAY, SEPTEMBER 8, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Matt Yonker, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the August 17, 2015 Committee of the Whole Meeting and Regular Meeting
- 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
 1. POW/MIA Recognition Day – September 18, 2015
 2. Constitution Week – September 17-23, 2015
- 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. 18 – To Appropriate \$236,099 of Budgetary Authority and Recognize the Associated Revenue to Fully Expend the HUD CDBG 2014-2015 Grant Award per the Attached Staff Report
 - b) Budget Amendment No. 20 – To Appropriate \$650,000 of Budgetary Authority and Recognize the Incoming Transfer for the Transfer of Funds Between the Health Insurance Fund to the Retiree Health Trust Fund
- 14) Consent Agenda**

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

 - a) Of Appreciation to Terri Rees for Her Service as a Member of the WKTV Commission of the City of Wyoming
 - b) To Authorize Members of the City Council to Attend the Grand Valley Metro Council Quarterly Breakfast
 - c) To Authorize Members of the City Council to Attend the Government Matters Annual Legislative Luncheon
 - d) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Jasper Weller, LLC in the City of Wyoming (September 21, 2015 at 7:01 p.m.)

15) Resolutions

- e) To Consider an Application from Rommie Bailey (d/b/a Kitzingen Brewery) for a Small Wine Maker Licensed Business to be Located at 1760 Forty Fourth Street SW, Wyoming 49509, Kent County, Michigan

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

- f) To Authorize the Mayor and City Clerk to Execute an Agreement with Fishbeck, Thompson, Carr & Huber, Inc.
- g) To Approve the Purchase of 2.0 Acres of Wetland Mitigation Credits from Parma Wetland Mitigation Reserve LLC (Budget Amendment No. 17)
- h) To Authorize the Mayor and City Clerk to Execute an Agreement with Donohue Engineering
- i) To Accept a Quote from Xylem Analytics for the Purchase of an Ammonia Control System and Related Electronic Equipment
- j) To Accept a Quote from Kendall Electric for the Emergency Purchase of an AC Drive Module and Components
- k) To Accept a Quote from Hurst Mechanical for the Emergency Purchase and Installation of a Roof Top Air Conditioning Unit
- l) To Terminate the Weed Control Agreement with River Valley Companies and to Authorize the Mayor and City Clerk to Execute an Agreement with Pit Crew Landscapes
- m) For Award of Bids
 - 1. Outdoor Court Resurfacing (Budget Amendment No. 19)
 - 2. Parks & Recreation Brochure Design Services
 - 3. Outdoor Electronic Sign

17) Ordinances

- 8-15 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (101) Thereto to Rezone 5.1 Acres from B-3 Planned Business to B-2 General Business (155 – 28th Street SW) (Final Reading)
- 9-15 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (102) Thereto to Rezone 1.8 Acres from I-1 Light Industrial to B-1 Local Business (485 – 44th Street SE) (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

PROCLAMATION

**PRISONER OF WAR/MISSING IN ACTION
RECOGNITION DAY**

Friday, September 18, 2015

WHEREAS, the United States has fought in many wars, the longest of which was the Vietnamese Conflict, and

WHEREAS, Friday, September 18, 2015, is a day of remembrance for those who suffered as prisoners of war or are still missing as a result of any conflict, and

WHEREAS, although cooperation has increased within the past few years, there are still nearly 1,700 American servicemen and civilians including 49 from the State of Michigan missing and unaccounted for in Indochina. The uncertainty surrounding their fates has caused their families to suffer great hardship, and

WHEREAS, increasing public awareness and focusing public attention on this issue is one way to help achieve this goal, and

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, do hereby proudly proclaim Friday, September 18, 2015, as

PRISONER OF WAR/MISSING IN ACTION RECOGNITION DAY

in the City of Wyoming, and urge all of our citizens to take note of this important issue and remember those servicemen and civilians who were prisoners of war and those who are still missing and to commemorate the day with appropriate activities.

***JACK A. POLL, MAYOR
City of Wyoming, Michigan***

PROCLAMATION
CONSTITUTION WEEK
September 17 – 23, 2015

WHEREAS, September 17, 2015, marks the two hundred twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan do hereby proudly proclaim the week of September 17 through 23, 2015 as

CONSTITUTION WEEK

in the City of Wyoming, and call upon our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

JACK A. POLL, MAYOR
City of Wyoming, Michigan

STAFF REPORT

Date: August 30, 2015

Subject: Budget Amendment Necessary to fully spend 2014-2015 CDBG Grant Award in 2015-2016

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: September 8, 2015

RECOMMENDATION:

It is recommended that the City Council authorize the attached budget amendment to provide for the City to fully expend its Housing and Urban Development (HUD) Community Development Block Grant (CDBG) 2014-2015 award.

SUSTAINABILITY CRITERIA:

Environmental Quality –CDBG funds assist, leverage and directly fund housing and blight remediation efforts throughout the community, stabilizing neighborhoods, improving property values and community aesthetics for all.

Social Equity – CDBG funded projects promote housing development and blight remediation throughout the City of Wyoming. The expansion of housing choice and/or the availability of housing choices in the city are an outcome of this work. 100% of funds go to support low and moderate income persons and households.

Economic Strength – CDBG funds assist, leverage and directly fund social service agencies, non-profit developers, low/moderate property owners in investing in housing and community development within the City of Wyoming.

DISCUSSION:

Upon evaluation by the Office of the Inspector General (OIG), HUD was required to make changes to its grant making, reporting, and spend down regulations and processes. Staff only recently learned that these changes are now in effect for grant funds remaining from the Federal Fiscal Year (FFY) of 2014 (July 1, 2014-June 30, 2015). At its most simplistic, for the purposes of this budget amendment, annual grant awards must remain within the HUD system tied [and reported] to the specific year of the award regardless of when the service or project occurred.

At the conclusion of FFY 2014, the City had a fund balance of \$236,099.06 in our Federal CDBG account. Staff anticipated programming these funds in FFY 2016 for one time capital projects. On August 26, I, Deputy Finance Director Rosa Ooms, Community Development Administrative Assistant Kim Lucar, and Accountant Kate Balfourt attended a conference call with HUD Financial Analyst Cynthia Vails and HUD Representative Steven Spencer. During this call we learned that the City needed to budget for these funds in FFY 2015 (aka the City's

FY 2016). We are required to maintain them separately accounted for. This is accomplished by utilizing City FY 2015 CDBG account numbers within the City's FY 2016 budget. (E.g. 256-400-69115-706.000).

BUDGET IMPACT:

Per HUD regulations and restrictions of our approved Citizen Participation Plan, amendments to any line item for a particular year are limited to 15% of that year's grant award. To this end, for FFY 2014, any line item may only be amended by a maximum of \$70,000. The following information was reviewed with the City's citizen CDBG Committee on Wednesday, September 2, 2015.

		Commission Priority	Line Item Amended Budget Amounts 2014-2015	HUD Allocation Changes Recommended 2014-2015 (BA 2015-2016)
	Income:			
256-000-00015	HUD Grant			\$ -
	Reprogrammable Funds Fund Balance		\$ -	\$ 236,099.06
	Sub-Total Revenue		\$ -	\$ 236,099.06
256-400-695115	Rehabilitation			
706.000	Administration - Rehab	H	\$ (700.00)	\$ 2,000.00
956.045	Other Serv. Rehab Loan Program	H	\$ 21,250.00	\$ 48,750.00
256-400-69215	Activities			
956.085	Home Repair Services Access Modification	M		\$ 20,000.00
	Home Repair Services Minor Home Repair	H		\$ 50,000.00
	Sub-total		\$ 20,550.00	\$ 120,750.00
	Code Enforcement			
956.372	Code Enforcement Inspection	M		\$ 32,000.00
	Sub-total		\$ -	\$ 32,000.00
	Clearance			
956.029	Demolition of Deteriorated Structures	M	\$ (2,000.00)	\$ 13,349.00
	Sub-total		\$ (2,000.00)	\$ 13,349.00
	Public Facilities & Improvements			
	Pinery Park Fitness Trail			\$ 61,500.00
956.113	Pinery Park Improvements Veterans Memorial Arches	L		\$ 8,500.00
	Sub-total		\$ -	\$ 70,000.00
	Sub-Total Expense		\$ 18,550.00	\$ 236,099.00
	Net		\$ (18,550.00)	\$ 0.06

As an example, you'll note that the Budget Amendment request for funding for Rehabilitation is limited to \$50,750 (in total) due to the \$21,250 budget amendment that had already occurred in the FFY 2014 grant year resulting in the \$70,000 limit.

As of the writing of this memo, a final recommendation by the CDBG Committee has not been received. We are providing this information for the City Council agenda packet as informational material and will seek to inform the City Manager and Council of the Committee's final recommendation as soon as possible. The budget amendment has been prepared, and included in this packet, due to the early submittal requirement per the Labor Day Holiday. Should there be any changes a revised budget amendment will be presented on Tuesday, September 8, 2015 for Council consideration.

ATTACHMENTS:

Budget Amendment

CITY OF WYOMING BUDGET AMENDMENT

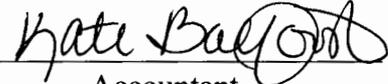
Date: September 8, 2015

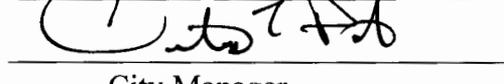
Budget Amendment No. 020

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$650,000 of budgetary authority and recognize the incoming transfer for the transfer of funds between the Health Insurance Fund to the Retiree Health Trust Fund.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Health Insurance Fund</u>				
General Government - Employee Hospital Ins - Transfers Retiree Health Insurance Trust 683-000-85200-999.732	\$0	\$650,000		
Fund Balance/Working Capital (Fund 683)		<u>\$ -</u>	<u>\$ 650,000</u>	
<u>Retiree Health Trust Fund</u>				
Transfer from Health Insurance Fund 732-699.852	\$0	\$650,000		
Fund Balance/Working Capital (Fund 732)		<u>\$ 650,000</u>	<u>\$ -</u>	

Recommended: 
Accountant


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 TERRI REES FOR HER SERVICE
AS A MEMBER OF THE WKTV COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Terri Rees has served faithfully and effectively as a member of the WKTV Commission since April 21, 2014.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Terri Rees for her dedicated service as a member of the WKTV Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 8, 2015.

Kelli A VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
GRAND VALLEY METRO COUNCIL QUARTERLY BREAKFAST

WHEREAS:

1. The Grand Valley Metro Council Quarterly Breakfast will be held in Grand Rapids, MI on September 14, 2015.
2. It is the desire of the City Council that Wyoming be represented at the breakfast.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the Grand Valley Metro Council Quarterly Breakfast in Grand Rapids on September 14, 2015.
2. That Council members will submit their expense reports at the conclusion of the conference for approval at the next regular City Council meeting.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 8, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
GOVERNMENT MATTERS ANNUAL LEGISLATIVE LUNCHEON

WHEREAS:

1. The Government Matters Annual Legislative Luncheon will be held on September 21, 2015.
2. It is the desire of the City Council that Wyoming be represented at the luncheon.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the Government Matters Annual Legislative Luncheon on September 21, 2015.
2. That Councilmembers will submit their expense reports at the conclusion of the luncheon for approval at the next regular City Council meeting.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 8, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN APPLICATION
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
JASPER WELLER, LLC IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 231, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 19082 on May 24, 1999.
2. Jasper Weller, LLC has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 231, with an estimated cost of \$4,000,000.00 for real property to be located at 1500 Gezon Parkway.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Jasper Weller, LLC, for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on September 21, 2015, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 8, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Memo

Exhibit A – Legal Description

Resolution No. _____

Staff Report

Date: August 25, 2015
Subject: Jasper Weller, LLC
From: Jennifer Stowell, Administrative Assistant to the City Manager
Meeting Date: September 8, 2015

Recommendation:

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

Sustainability Criteria:

Environmental Quality – Jasper Weller, LLC has proven to be responsible and cooperative in their efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City’s Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local industrial company, encourage continued investment by Jasper Weller, LLC and provide additional employment opportunities to the area.

Discussion:

Jasper Weller, LLC has conducted business in the City of Wyoming for 40 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below by facility:

Address of project:	1500 Gezon Parkway Wyoming, MI 49509
Personal Property:	\$ 0.00
Real Property:	\$ 4,000,000.00
Estimated Jobs:	30 new jobs 476 retained jobs
Starting date of project:	June 2015

Jasper Weller, LLC plans on adding an additional 80,000 square feet to their current building located at 1500 Gezon Parkway. The additional space will be used for storage and some

remanufacturing. Company-wide, Jasper Weller, LLC currently has 476 full-time employees. Upon completion of this project, Jasper's goal is to add 30 additional employees. Jasper's total investment is approximately \$4,000,000.00.

Budget Impact:

The estimated first year tax savings for Jasper Weller, LLC, which is located in the Wyoming school district, is \$51,103.70.

EXHIBIT A

Legal Description

Address: 1500 Gezon Parkway, Wyoming, MI 49509

Tax Parcel No.: 41-17-35-300-028

Legal Description:

PART OF SW 1/4 COM ON SLY LINE OF GEZON PKWY AT A PT 1326.49 FT S 89D 36M 50S E ALONG E&W 1/4 LINE & 712.50 NFT S 1D 26M 30S E TO E LINE OF W 1/2 SW 1/4 FROM W 1/4 COR TH S 1D 26M 30S E ALONG SD E LINE 1274.90 FT TO S LINE OF N 3/4 W 1/2 SW 1/4 TH N 89D 34M 03S W ALONG SD S LINE 681.30 FT TH N 1D 26M 30S W 250.0 FT TH NELY 137.20 FT ALONG A 60.0 FT RAD CURVE TO LT /LONG CHORD BEARS N 23D 03M 04S E 109.20 FT/ TH NWLY 35.79 FT ALONG A 50.0 FT RAD CURVE TO RT /LONG CHORD BEARS N 21D 56M 56S W 35.03 FT/ TH N 1D 26M 30S W 883.13 FT TO SLY LINE OF GEZON PKWY TH ELY 219.66 FT ALONG SD SLY LINE ON A 2956.25 FT RAD CURVE TO RT /LONG CHORD BEARS N 88D 16M 22S E 219.61 FT/ TH S 89D 35M 35S E 428.56 FT TO BEG * SEC 35 T6N R12W 19.10 A.

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION NO. _____

At a Regular meeting of the Wyoming City Council
(Regular or Special) (Township Board, City or Village Council)

called to order by Mayor Poll on September 8, 2015 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Rommie Bailey (d/b/a Kitzingen Brewery) for a new Small Wine Maker licensed business to be located at 1760 Forty Fourth Street SW, Wyoming 49509, Kent County, Michigan

be considered for Approval **“above all others”**
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

Recommended for issuance
(Recommended or not Recommended)

State of Michigan)

County of Kent)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Wyoming City Council at a Regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on September 8, 2015
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

Kelli A. VandenBerg, City Clerk
City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509-0905

Resolution No. _____

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

cc: Heidi Isakson, Deputy City Manager
Jack Sluiter, City Attorney

FROM: Kelli A. VandenBerg, City Clerk

DATE: September 2, 2015

RE: Application for Small Wine Maker Liquor License
Kitzingen Brewery, 1760 44th Street SW, Suite 8A

Rommie Bailey (d/b/a Kitzingen Brewery) has applied for a small wine maker liquor license for a new business at 1760 44th Street SW, Suite 8A. Mr. Bailey was recently approved for a micro brewery liquor license at this same location and wishes to expand his offerings to include wine. Like the micro brewery request, this is the first application received for this type of license in the City of Wyoming. As such, some pertinent details are provided below.

MCL 436.1111 (10) defines a “small wine maker” as “a wine maker that manufactures or bottles not more than 50,000 gallons of wine in one calendar year. Furthermore, small wine makers may offer samples of wine for free or for a fee and may sell wine for on- or off-premise consumption. Staff at the Liquor Control Commission indicated the micro brewery license is treated very much like a tavern or class C license. A small wine maker license is not considered in a community’s license quota.

Wyoming’s ordinances specifically address kitchen and dining facilities for tavern, class C, class A-Hotel and class B-Hotel liquor licenses. No such provision exists for a small wine maker license, so there is no requirement for such facilities. Mr. Bailey has noted however that he does wish to have food service as a part of this operation in the future and does include space for that in his architectural drawing.

A review of the application was requested from the Police Department, City Treasurer, Chief Building Official and the City’s Development Review Team. All entities have reviewed the application and have indicated approval.

I have drafted a resolution to approve the application in the required Liquor Control Commission format for Council consideration.

CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

APPLICANT: Rommie Bailey (Same name on application to the Liquor Control Commission.)		<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION
BUSINESS LOCATION ADDRESS: 1760 44th Street S.W., Suite 8 <hr/> Wyoming, MI 49519		BUSINESS MAILING ADDRESS: 1560 Woodhill Court S.W. <hr/> Wyoming, MI 49509
PHONE: (616) 301-1811		EMAIL: Rommie.Bailey@Kitzingen-Brewery.com
ALTERNATE PHONE: (616) 915-7499		FAX:
LICENSE REQUESTED: <input type="checkbox"/> TAVERN <input checked="" type="checkbox"/> Small Wine Maker <input type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL		D/B/A/ (name used to advertise/market) Kitzingen Brewery
WILL THE PROPOSED BUSINESS OCCUPY A(N): <input checked="" type="checkbox"/> EXISTING BUILDING <input type="checkbox"/> NEW BUILDING		DO YOU: <input type="checkbox"/> OWN BUILDING <input checked="" type="checkbox"/> LEASE BUILDING BUILDING OWNER: John Jr. Koetje
ARE FURNITURE & FIXTURES: <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED		FURNITURE & FIXTURE OWNER: Rommie Bailey
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: Rommie Bailey		
NAME OF BANK FOR BUSINESS ACCOUNT: PNC Bank		
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: NAME: Tom Schepers ADDRESS: 116 S Mitchell Street, Cadillac, MI 49601		
NAME OF PERSON COMPLETING APPLICATION: Rommie Bailey		TITLE OF PERSON COMPLETING APPLICATION: Member
SIGNATURE: <i>Rommie Bailey</i>		DATE: 08/21/2015

ATTACH:

1. A SCALED ENGINEER'S OR ARCHITECT'S DRAWING WHICH SHOWS THE TOTAL SQUARE FOOTAGE, DINING SQUARE FOOTAGE, KITCHEN SQUARE FOOTAGE, TOTAL TABLE SEATING, AND TOTAL COUNTER SEATING.
2. A PERSONAL INFORMATION SHEET FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER.
3. APPLICATION FEE OF \$300 PAYABLE TO THE CITY OF WYOMING.

PERSONAL INFORMATION SHEET – COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

NAME: Rommie Bailey	TITLE Member
RESIDENT ADDRESS: 1560 Woodhill Court S.W., Wyoming, MI 49509	PHONE: (616) 301-1811
SOCIAL SECURITY NUMBER:	DATE OF BIRTH:
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>54</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: Owned Mortgage Business since 2004.	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you ever been convicted of any criminal act? <input checked="" type="checkbox"/> Yes - describe state, county and date of conviction <input type="checkbox"/> No	

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: X Rommie Bailey

State of Michigan
Kent County

Subscribed and sworn to before me on this 24th day of August, 2015.

X Kelli A. Vandenberg
Signature of Notary
Kelli A. Vandenberg
Printed Name

My commission expires: 2/9/2022

KELLI VANDENBERG
Notary Public, State of Michigan
County of Allegan
My Commission Expires 02-09-2022
Acting in the County of Kent

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>Rommie Bailey</i>	PROPOSED LICENSE LOCATION: <i>1760 44th St. SW, Suite 8A</i>
LICENSE TYPE: <i>Small wine maker</i>	

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

*2015 Summer Property Taxes on their personal residence at 1560 Woodhill Ct
PP# 41-17-26-352-814 \$2,496.64 due 8/31/2015*

Andrea Boot
Andrea Boot, Treasurer

Date: *08/25/2015*

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>Rommie Bailey</i>	PROPOSED LICENSE LOCATION: <i>1760 44th St SW, Suite 84</i>
LICENSE TYPE: <i>Small wine maker</i>	

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS X IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

Dave Rupert
Dave Rupert, Building Inspections Supervisor

Date: *8/26/15*

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>Rommie Bailey</i>	PROPOSED LICENSE LOCATION: <i>1760 44th St, Suite 8A</i>
LICENSE TYPE: <i>Small wine maker</i>	

DEVELOPMENT REVIEW TEAM

The Development Review Team has reviewed the application for the proposed liquor license and recommend

- approval
 denial

of the license application by the City Council.

Comments: _____

(Explain recommendation for denial)

Huck A. [Signature]
Development Review Team

Date: *8/27/15*

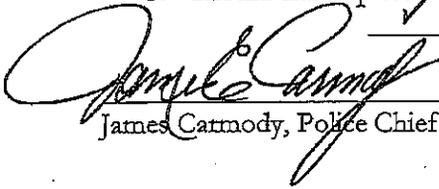
LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>Rommie Bailey</i>	PROPOSED LICENSE LOCATION: <i>1760 144th St. SW, Suite EA</i>
LICENSE TYPE: <i>small wine maker</i>	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No


James Carmody, Police Chief

Date: *9-1-2015*

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
FISHBECK, THOMPSON, CARR & HUBER, INC.

WHEREAS:

1. As detailed in the attached Staff Report, it recommended the City Council enter into an agreement with Fishbeck, Thompson, Carr & Huber, Inc. to study the Maximum Allowable Headworks Loading at the Clean Water Plant in the total estimated amount of \$14,500.00.
2. Sufficient funds are available in the Clean Water Plant's professional services account number 590-590-54300-801000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute an agreement with Fishbeck, Thompson, Carr & Huber, Inc.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 8, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Staff Report

Date: September 1, 2015

Subject: Clean Water Plant Maximum Allowable Headworks Loading Study

From: Myron Erickson, Deputy Director of Public Works

Date of Meeting: September 8, 2015

RECOMMENDATION:

It is recommended that City Council authorize entering into an agreement with Fishbeck, Thompson, Carr, & Huber (FTCH) to study the Maximum Allowable Headworks Loading (MAHL) at the Clean Water Plant at a cost of \$14,500.

SUSTAINABILITY CRITERIA:

Environmental Quality – The biological treatment system at the Clean Water Plant is the main means of removal of treatable loading in the City’s wastewater. When the treatment system is safeguarded, the environment is protected.

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 – Controlling and minimizing the risks to the plant’s biology reduces the cost to run the plant in the long term. Since this study also impinges upon matters of legal compliance, it is also economically wise to avoid the fines and penalties associated with non-compliance.

DISCUSSION:

The Clean Water Plant relies on microbiology to treat wastewater. Like any living organism, the plant can be poisoned or sickened by the presence of certain toxic pollutants in the wastewater. Should this happen, the normally treatable material in the sewage can leave the plant only partially removed or, in extreme situations, totally untreated. There are other pollutants which aren’t necessarily toxic to the plant, but which could pose a threat to the health and safety of our workers (e.g., things that could cause a sewer to explode). Other pollutants may be removed in the treatment process only to render our biosolids unsuitable for land application. To minimize and hopefully prevent this and other similarly negative outcomes, we periodically perform a Maximum Allowable Headworks Loading study, or MAHL.

The MAHL is a scientific study to determine how much of any given pollutant can be safely discharged to the sewer without poisoning the plant, endangering City workers, or tainting our reusable biosolids. This amount is then converted to a concentration, which acts as a sewer discharge limit. Discharge limits can be thought of as speed limits for sewer use – if you are caught “speeding” you will get a ticket. If you violate the limit flagrantly or repeatedly, your legal use of the sewer can be suspended. For example, the discharge limit placed on zinc from any given user of the sewer is 6 milligrams per liter. There are similar rationally-based limits on dozens of other pollutants.

Because the makeup of the sewer collection area changes over time (industries come and go, residential development grows, etc.), the MAHL must be updated periodically. The process of conducting a MAHL study and the need to keep the City’s sewer discharge limits up to date are overseen by the Michigan Department of Environmental Quality (MDEQ). Ultimately, the MDEQ approves the results of the MAHL study and gives the public a chance to observe the study and its results.

As required by the MDEQ, a self-evaluation of our local discharge limits was conducted earlier this year and we found that the limits on several pollutants are most likely out of date. We therefore asked FTCH, the engineering firm in Michigan that is the leader in the state with respect to their expertise in conducting these studies, to provide us with a proposal to update our MAHL. A copy of the proposal is attached.

BUDGET IMPACT:

A project of this type was anticipated and budgeted for in the Clean Water Plant’s professional services account, number 590-590-54300-801.000.

Terms and Conditions for Professional Services



1. **METHOD OF AUTHORIZATION.** CLIENT may authorize FTCH to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to FTCH. Any CLIENT document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on CLIENT's behalf on all matters concerning the Project. If FTCH's services under this Agreement do not include full-time construction observation or review of Contractor's performance, CLIENT shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against FTCH that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate FTCH at hourly billing rates in effect when services are provided by FTCH employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for CLIENT's Project. Reimbursement shall be at FTCH's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by FTCH will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, FTCH cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by FTCH will be the care and skill ordinarily used by members of FTCH's profession practicing under similar circumstances at the same time and in the same locality. FTCH makes no warranties, express or implied, under this Agreement or otherwise, in connection with FTCH's services.
7. **TERMINATION.** Either CLIENT or FTCH may terminate this Agreement by giving ten days' written notice to the other party. In such event, CLIENT shall pay FTCH in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of FTCH) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, FTCH will return to CLIENT all documents and information which are the property of CLIENT.
8. **SUBCONTRACTORS.** FTCH may engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by FTCH hereunder.
9. **PAYMENT TO FTCH.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.

CLIENT agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on FTCH by any governmental entity.

If CLIENT directs FTCH to invoice another, FTCH will do so, but CLIENT agrees to be ultimately responsible for FTCH's compensation until CLIENT provides FTCH with that third party's written acceptance of all terms of this Agreement and until FTCH agrees to the substitution.

In addition to any other remedies FTCH may have, FTCH shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
10. **HAZARDOUS WASTE.** FTCH has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. FTCH shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of FTCH.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$50,000 or the amount of the fee earned under this Agreement.

Terms and Conditions for Professional Services (continued)



To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims for which FTCH is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to FTCH by FTCH's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of FTCH's insurance policies applicable thereto.

Higher limits of liability may be considered upon CLIENT's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** CLIENT recognizes and holds FTCH harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** CLIENT shall cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by CLIENT which are applicable to the Project. CLIENT shall also provide workers' compensation insurance for CLIENT's employees. CLIENT agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.

Upon request, CLIENT and FTCH shall each deliver to the other certificates of insurance evidencing their coverages.

CLIENT shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.

14. **INDEMNIFICATION.** FTCH will defend, indemnify, and hold CLIENT harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by FTCH's negligence or willful misconduct. CLIENT agrees to defend, indemnify, and hold FTCH harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by FTCH's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of FTCH. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** CLIENT and FTCH waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either CLIENT or FTCH makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If FTCH brings a lawsuit against CLIENT to collect invoiced fees and expenses, CLIENT agrees to pay FTCH's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** FTCH shall remain the owner of all drawings, reports, and other material provided to CLIENT, whether in hard copy or electronic media form. CLIENT shall be authorized to use the copies provided by FTCH only in connection with the Project. Any other use or reuse by CLIENT or others for any purpose whatsoever shall be at CLIENT's risk and full legal responsibility, without liability to FTCH. CLIENT shall defend, indemnify, and hold harmless FTCH from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to CLIENT in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in FTCH's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on FTCH's computer network shall govern. FTCH cannot guarantee the longevity of any material transmitted electronically nor can FTCH guarantee the ability of the CLIENT to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** CLIENT and FTCH each are hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and FTCH are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor FTCH shall assign this Agreement without the written consent of the other.

Neither CLIENT nor FTCH will have any liability for nonperformance caused in whole or in part by causes beyond FTCH's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of FTCH.

This Agreement constitutes the entire agreement between CLIENT and FTCH and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services



August 20, 2015

Mr. Myron Erickson, PE
Deputy Director of Public Works
City of Wyoming
2350 Ivanrest Avenue, SW
Wyoming MI 49418

Re: Proposal for Professional Services
Industrial Pretreatment Program (IPP)
Headworks Loading Study
Wyoming, Michigan

Dear Mr. Erickson:

As requested, Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to offer this proposal to the City of Wyoming (City) for a headworks loading study of the Clean Water Plant (CWP).

Qualifications and Experience

FTCH has extensive experience with IPP-related activities, including a multitude of headworks loading studies and local limit reevaluations. This experience has provided a thorough understanding of the regulatory requirements, combined with fully functional in-house software and state-of-the-art technical methods. In addition, our calculations and reports have undergone repeated review/approval cycles by the Michigan Department of Environmental Quality (MDEQ).

In addition to successful completion of the City's previous headworks loading study in 2009-2010, we are currently finishing or have recently finished similar studies for the following treatment facilities:

- | | |
|------------------------|---|
| City of Ann Arbor | City of Ithaca |
| City of Bay City | Lakewood Utilities Authority |
| City of Big Rapids | City of Lansing |
| City of Charlotte | City of Ludington |
| City of Coldwater | City of Marquette |
| City of Croswell | City of Midland |
| Delta Township | City of Mount Clemens |
| City of Flint | City of Petoskey |
| Genesee County/Linden | South Huron Valley Utilities Authority |
| Genesee County/Ragnone | Southern Clinton County Utilities Authority |
| City of Holland | City of Warren |
| City of Ionia | City of Ypsilanti |

The FTCH efforts for this project will be led by Mr. Jerald O. Thaler, PE. Recognized statewide as a leader for municipal wastewater regulatory matters, Mr. Thaler has more than 25 years of direct experience with IPP and local limits. He is a member of the Michigan Water Environment Association, and a regular presenter at annual conferences and IPP-related seminars. Mr. Thaler also has long-standing professional relationships with Mr. Tom Berdinski and Ms. Grace Scott of the MDEQ, who together will be responsible for approving results of this study.



Scope of Services

Task 1 Kickoff Meeting

FTCH will attend an initial meeting with CWP staff to confirm the pollutants of concern (POCs), review existing monitoring data, and address other necessary information. This information typically includes the current National Pollutant Discharge Elimination System (NPDES) permit, basis of design, annual average influent flow, annual biosolids generation and disposal method(s), list of Significant Industrial Users (SIUs) and corresponding flows, etc.

For purposes of this proposal, we have assumed that the focus will be on the primary POCs listed in Table 1 (attached) and the secondary/tertiary POCs listed in Table 2 (attached).

FTCH has also assumed that the City will provide the monitoring database in MS Excel® workbook format. The data should include the previous 12 months for samples collected at least weekly, or the previous 5 years for samples collected less than weekly.

Task 2 Database Assessment

FTCH will perform an assessment of the City's monitoring database relative to quality/quantity standards of the MDEQ and the U.S. Environmental Protection Agency (USEPA). If any additional samples appear to be warranted to ensure an approvable study, we will prepare an action plan that identifies the recommended samples, locations, procedures, and analytical methods.

For purposes of this proposal, we have assumed that the City will be responsible for collection and analysis of any additional monitoring samples.

Task 3 Technical Evaluation

After the monitoring database is fully complete, FTCH will apply the latest USEPA guidance and MDEQ policies to evaluate allowable headworks loadings for the indicated POCs. Activities will include the following:

- A. *WWTP Removal Efficiencies and Background Concentrations* – We will convert the monitoring data into required site-specific removal efficiencies and background concentrations. Where results are indeterminate, we will make appropriate assumptions based on our experience and best professional judgment.
As requested, we will include use of our most recent statistical methods to identify data points which are non-representative.
- B. *Maximum Allowable Headworks Loadings (MAHLs)* – We will calculate the MAHLs necessary to protect against basis of design exceedances, NPDES permit pass through, chronic/acute aquatic toxicity pass through, biosolids contamination, and biological inhibition, as applicable. Aquatic toxicity values will be derived from the current MDEQ water quality standards as specifically applicable to the CWP, and biosolids values will be based on standards for disposal by land application.
- C. *Maximum Allowable Industrial Loadings (MAILs)* – We will determine MAILs using the calculated MAHLs, less background loadings and appropriate safety factors. Safety factors will be selected in consultation with the CWP staff.
As requested, we will include use of our most recent approach to ensure background loadings are representative. If not, we will select MDEQ-approvable alternate values.
- D. *Collection System Limitations (CSLs)* – We will calculate CSLs to protect the sewer system against plugging, fire/explosion, and toxic fumes, as applicable. Criteria and safety factors will be selected in consultation with the CWP staff, and calculation parameters will be obtained from the scientific literature or experience.
- E. *Local Limit Concentrations* – We will determine candidate concentration-based local limits by uniformly allocating the MAILs. These results will be compared against any applicable CSLs to establish recommended local limit concentrations

Mr. Myron Erickson
Page 3
August 20, 2015



Task 4 Documentation

FTCH will draft two reports which detail the monitoring data, calculation method, key parameter values, and calculation results; separate reports will be prepared for compatibles and toxics. After review by CWP staff, we will finalize the reports and prepare a package for the City to submit for MDEQ approval.

We will assist in responding to any MDEQ review comments, including report revisions as necessary to obtain approval.

Project Schedule

FTCH understands that the City's desire is to complete this study prior to December 31, 2015. Assuming no significant delays in receiving approval to proceed, FTCH is agreeable to this schedule. We are prepared to begin the work immediately.

Fee and Authorization

FTCH proposes a lump sum fee of Fourteen Thousand Five Hundred Dollars (\$14,500).

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Patricia M. Barnard (pmbarnard@ftch.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

FTCH appreciates the opportunity to assist the City with this important matter. If you have any questions or require additional information, feel free to contact me at 248.207.1710 or jthaler@ftch.com.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, appearing to read "J Thaler", is written over a horizontal line. Below the signature, the name "Jerald O. Thaler, PE" is printed in a standard font.

Jerald O. Thaler, PE

dmg
By email



Table 1 – Primary Pollutants of Concern

Compatibles	Toxics
5-day BOD	Arsenic
Total Suspended Solids	Cadmium
Phosphorus, Total	Chromium, Total
Ammonia-Nitrogen	Copper
Fats, Oil and Grease	Cyanides
	Lead
	Mercury
	Molybdenum
	Nickel
	Selenium
	Silver
	Zinc

BOD biochemical oxygen demand

Table 2 – Additional Pollutants of Concern

Secondary Toxics	Tertiary Toxics
Acetone (2-Propanone)	Benzoic Acid
Benzene	Carbon Disulfide
Bromodichloromethane	Chloroethane
2-Butanone (Methyl Ethyl Ketone)	Diethyl Phthalate
Butyl Benzyl Phthalate	1,1-Dichloroethane
di-n-Butyl Phthalate	Ethyl Ether (Diethyl ether)
Carbon Tetrachloride	2-Hexanone (Methyl-n-Butyl Ketone)
Chlorobenzene	Hexone (Methyl Isobutyl Ketone; 4-Methyl-2-Pentanone)
Chloroform	2-Methylnaphthalene
4-Chloro-3-Methylphenol (p-Chloro-m-Cresol)	N-Nitrosodiphenylamine
Dibromochloromethane	Phenanthrene
1,2-Dichlorobenzene	2,4,5-Trichlorophenol
1,3-Dichlorobenzene	
1,4-Dichlorobenzene	
1,2-Dichloroethane	
1,1-Dichloroethylene	
1,2-Dichloroethylene	
1,2-Dichloropropane	
2,4-Dimethylphenol	
Ethylbenzene	
bis 2-Ethylhexyl Phthalate	
Isophorone	
Methylene Chloride	
2-Methylphenol (o-Cresol)	
4-Methylphenol (p-Cresol)	
Naphthalene	
Phenol	
1,1,2,2,-Tetrachloroethane	
Tetrachloroethylene (Perchloroethylene)	
Toluene	
1,1,1-Trichloroethane	
1,1,2-Trichloroethane	
Trichloroethylene	
Vinyl Chloride	
Xylenes, Total	

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE PURCHASE OF 2.0 ACRES OF
WETLAND MITIGATION CREDITS FROM
PARMA WETLAND MITIGATION RESERVE LLC

WHEREAS:

1. The Clean Water Plant is required to mitigate two acres of wetlands due to its recent expansion project.
2. The Clean Water Plant has not been successful due to circumstances beyond its control in constructing its own wetland area adjacent to Paul T Spelman Lake.
3. The City of Wyoming has the opportunity to purchase approved wetlands mitigation bank credits that will satisfy its legal requirement to mitigate destroyed wetlands on its site.
4. It is recommended the City Council accept the proposal received from Parma Wetland Mitigation Reserve LLC in the amount of \$80,000.00 for the wetlands mitigation bank credits.
5. The purchase of the wetlands mitigation bank credits will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the purchase of 2.0 acres of wetland mitigation credits from Parma Wetland Mitigation Reserve LLC in the total amount of \$80,000.00.
2. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 8, 2015.

ATTACHMENTS:
Budget Amendment
Staff Report
Invoice
Letter from DEQ

Kelli A. VandenBerg, Wyoming City Clerk

Staff Report

Date: 18 August 2015
Subject: Recommendation to Purchase Wetland Mitigation Bank Credits
From: Myron Erickson, Deputy Director of Public Works
Date of Meeting: September 8, 2015

Recommendation:

It is recommended that the Wyoming City Council approve the purchase of 2.0 acres of wetland mitigation bank credits in the total amount of \$80,000.

Sustainability Criteria:

Environmental Quality – This mitigation will replace wetland functions that were lost during a Clean Water Plant expansion project. Wetlands provide valuable public benefit such as water quality protection, flood protection, fish and wildlife habitat, and groundwater recharge.

Social Equity – This mitigation will provide the same public benefits to all those who live within the Grand River Watershed without regard to income level or socio-economic status. It is also in compliance with current environmental law.

Economic Strength – The one time purchase of these mitigation credits puts any future costs for the restoration and maintenance of the wetland into the hands of those responsible for the upkeep of the wetland bank.

Discussion:

In April of 2004, the MDEQ issued Permit #03-41-0057-P allowing the City of Wyoming to create a new wetland area to replace a wetland that was lost during the Stage 2 plant expansion construction project at the Clean Water Plant. The new wetland would be located alongside Paul T. Spelman Lake.



Area enclosed in yellow is the mitigation area

A requirement of the MDEQ Permit was to monitor the new wetland area for five years after completion. An annual monitoring report was also a requirement of the permit. Monitoring started in 2010.

At the end of the fourth year of monitoring (2013), Wyoming had succeeded in establishing only 0.66 acres of wetland. The balance of 1.34 acres was not successfully established due to fluctuating water levels of the Grand River, poor soil conditions, and the natural population of Canada Geese that overgraze the site. What's more, the 0.66 acre wetland area that was established does not meet MDEQ performance criteria related to invasive plant species.

To successfully establish wetlands at the Clean Water Plant site, it would be necessary to re-grade the entire area, apply herbicides to eradicate the invasive plant species that have taken hold, replant with the correct species, and exercise some kind of control over the natural Canada Goose flock that lives there. At the end of the day, success may still prove elusive because the site has a hydrologic connection to the Grand River, which can wash away plantings and other features when the river floods.

We are therefore recommending that we stop attempting to establish wetlands on our own site and purchase wetland mitigation bank credits from Parma Wetland Mitigation Reserve, LLC, in Parma, Michigan. With the purchase of these credits, the responsibility for the restoration and upkeep of the wetland falls to the mitigation bank personnel who are better trained and more knowledgeable in wetland mitigation than CWP staff. The purchase price of mitigation credits is \$40,000 per acre, and there are no alternative mitigation banks from which to choose. Hence, our total investment is \$80,000 (invoice attached).

Budget Impact:

A budget amendment moving funds from the Sewer Fund Working Capital to Sewer Fund Account 590-590-54400-986.444 (Capital Outlay Plant Expansion Phase 2) is necessary for this purchase.



Parma Wetland Mitigation Reserve, LLC

2834 N Parma Rd
 Parma MI 49269
 Phone 517-206-6131 Fax 517-531-5261

Date: August 6, 2015
 Invoice # 2015806

BILL TO:
 City of Wyoming Michigan
 Myron Erickson, PE
 Deputy Director of Public Works
 615-261-3562

DEQ# 03-41-0057-P

DESCRIPTION		# Credits	Cost per Credit	AMOUNT
Wetland Type:	Watershed			
Emergent marsh	Grand River	2.00	40,000.00	80,000.00
Purchaser: City of Wyoming, MI Myron Erickson, PE Signed: _____ Date _____ Seller: David Iott Parma Wetland Mitigation Reserve, LLC Signed: _____ Date _____				
SUBTOTAL				\$ 80,000.00
TOTAL				\$ 80,000.00

Make checks payable to Parma Wetland Mitigation Reserve, LLC



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
GRAND RAPIDS DISTRICT OFFICE



DAN WYANT
DIRECTOR

October 13, 2014

City of Wyoming
Attn: Mr. Myron Erickson
2350 Ivanrest Avenue SW
Wyoming, MI 49509

Dear Mr. Erickson:

SUBJECT: Michigan Department of Environmental Quality (MDEQ)
File Number 03-41-0057-P
T6N, R12W, Section(s) 9 , City of Wyoming, Kent County

Thank you for meeting with us on September 11, 2014, regarding the Wyoming Clean Water Plant Wetland Mitigation obligations under DEQ Permit 03-41-0057-P. As a follow up to our discussions, the following is what we have been able to ascertain regarding this project:

- The Permit Application the DEQ received in May of 2003 proposed to impact approximately 1 acre of wetland for the Wyoming Clean Water Plant expansion.
- The Public Notice the DEQ issued for this project in July of 2003 indicated the City of Wyoming would be creating approximately 2.0 acres of wetland as mitigation for this project.
- The DEQ Permit issued on April 29, 2014, indicated in the Permitted Activity that the City of Wyoming proposed to create approximately 2.0 acres of wetland mitigation to compensate for the proposed wetland impact.
- The Wetland Mitigation Plan dated April of 2004 and accepted by the DEQ involved the creation of 2 acres of wetland mitigation.
- Based upon our review of the permit, it appears there was an error in the language of the permit in which it indicated the mitigation shall create no less than 1.5 acres of wetlands.
- During the meeting, it was reported that currently there is approximately 0.66 acres of wetland within the original mitigation site; therefore the mitigation area is 1.34 acres short of the required 2 acre wetland mitigation.
- Cardno JFNew has been monitoring the wetland mitigation area since 2010, some of the issues associated with site that were identified during the monitoring period and presented at the meeting included: much of the planted vegetation was not able to establish, poor soils, direct connection to the Grand River causing extreme fluctuation of the hydrology of the site, and the existing 0.66 acres of wetland mitigation does not currently meet the invasive species performance standards as required in the permit.

Under DEQ Permit 03-41-0057-P, the City of Wyoming is obligated to create 2.0 acres of functioning wetland mitigation to compensate for the wetland impacts that were permitted for the Wyoming Clean Water Plant expansion. Because some of the mitigation wetlands failed to establish, the City of Wyoming is required to take corrective action. Corrective action may include, but is not limited to the following:

STATE OFFICE BUILDING • 350 OTTAWA AVENUE, NW • UNIT 10 • GRAND RAPIDS, MICHIGAN 49503-2341
www.michigan.gov/deq • (616) 356-0500

1. Establish the 1.34 acre wetland mitigation deficit at this specific site and bring the 0.66 acre existing wetland into compliance with the invasive species performance standards.
2. Pursue a different site, more suitable for wetland mitigation.
3. Purchase credits from an accredited mitigation bank.

We have discussed this site with the DEQ's Wetlands Mitigation Specialist and he has indicated that, given the issues associated with the site, pursuing a different site or purchasing mitigation bank credits are options that may be more appropriate alternatives than to trying to establish a properly functioning wetland at this specific site.

The specific measures necessary to correct this situation shall be designed and proposed by the permittee and approved by MDEQ prior to initiating corrective actions.

If you have any questions regarding this matter, please contact me at 616-356-0619; whitscella@michigan.gov; or Michigan Department of Environmental Quality, Water Resources Division, Grand Rapids District Office, 350 Ottawa Avenue NW, Unit 10, Grand Rapids, Michigan 49503-2316. Please include your file number 03-41-0057-P, in your response.

Sincerely,



Amanda Whitcell
Grand Rapids District Office
Water Resources Division

cc: Cardno JFNew, Joseph von Wahlde

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH DONOHUE ENGINEERING

WHEREAS:

1. As detailed in the attached Staff Report, it recommended the City Council enter into an agreement with Donohue Engineering to study the efficiency of the Clean Water Plant's aeration system in the total estimated amount of \$39,000.00.
2. Sufficient funds are available in the Clean Water Plant's professional services account number 590-590-54300-801000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute an agreement with Donohue Engineering.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 8, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Staff Report

Date: September 1, 2015
Subject: Clean Water Plant Aeration Efficiency Study
From: Myron Erickson, Deputy Director of Public Works
Date of Meeting: September 8, 2015

RECOMMENDATION:

It is recommended that City Council authorize entering into an agreement with Donohue Engineering to study the efficiency of the Clean Water Plant's aeration system.

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.

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:

Since the plant was expanded and the new aeration basins and blower system built, we've observed that the blowers seem to have trouble keeping up with typical dissolved oxygen needs. The problem is nagging and systemic, and shows up in two ways primarily. The first is blowers that are automatically shut down due to excessive vibration. This is a safety feature that prevents them from damaging themselves, but we feel it happens too often and it results in a loss of efficiency.

The other common problem mode is blowers that are unable to keep up with demand. More senior operators remember running the plant on two or three blowers, whereas today it is more common to be running four and often the system calls for a fifth. If one is out because of the vibration issues (which is common – two are suffering from this problem right now) then we end up running in a dangerously thin margin with no room for the unforeseen.

The aeration system's job is to remove BOD. The air it supplies satisfies the demand that is the "D" in BOD. We know BOD loading is up generally, but the loading that we see should not be taxing our blower system to this extent. And the vibration issue just compounds the situation since it takes otherwise good blowers out of service. Given that we are exploring ways of increasing the plant's capacity to treat BOD and attract industry, we see this as a top priority issue for us.

The system was designed by Black & Veatch and the blowers were built by a Canadian company called Hibon. In the years since the plant was built, we have worked extensively with both companies to resolve the issues, fine tune the plant, and rectify the problems. Although we made some progress, these two issues persist, and we believe it is time to consider a fresh set of eyes on the problem.

We have been talking with an engineering firm called Donohue Engineering about this issue. They are located in Chicago but are very active in Michigan. After multiple discussions and visits to the plant, which have so far cost us nothing, we believe they have the tools to help us understand the problems with our aeration system and to propose solutions. The attached proposal to do just this will cost us \$39,000, but this would be quickly earned back in power savings if we are able to solve these two nagging problems.

We don't believe that there is another company with the same understanding of the plant and approach to the problem except for possibly Black & Veatch. But we feel we've exhausted what B&V has to offer, and we think the engineers at Donohue are uniquely qualified to help us. This could also be a key to easing the situation we face with being so tightly budgeted on the BOD we allocate to our industrial community.

BUDGET IMPACT:

A project of this type was anticipated and budgeted for in the Clean Water Plant's professional services account, number 590-590-54300-801.000.



ENGINEERING SERVICES AGREEMENT

Project: Activated Sludge Blower System Evaluation (Project)

This Agreement is by and between:

City of Wyoming (City)
2350 Ivanrest Avenue SW
Wyoming, MI 49418

and

Donohue & Associates, Inc. (Donohue)
125 S. Wacker Drive, Suite 1850
Chicago, IL 60606

Who agree as follows:

City hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from City. City and Donohue agree that this signature page, together with Parts I through III attached, and Donohue's Standard Terms and Conditions constitute the entire agreement for this Project.

APPROVED FOR CITY

APPROVED FOR DONOHUE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

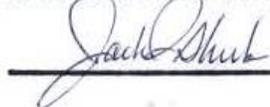
Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:



PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The purpose of this Project is to evaluate the activated sludge blower system at the City of Wyoming's Clean Water Plant. The activated sludge system was commissioned in 2008 and includes three aeration basins configured for biological phosphorus removal and nitrification. The blower system providing air to the fine pore diffusers in the aeration tanks consists of five 500 HP Hibon multi-stage centrifugal blowers capable of delivering approximately 7,500 cfm each. The blowers have a control system that allows dissolved oxygen set point control based on adjusting blower inlet valves and aeration tank airflow control valves. Originally the control system also adjusted the speed of the operating blowers using variable frequency drives, but this operation was disabled after experiencing several operating issues. Recently oxidation-reduction potential probes were added to one of the aeration basins as a new set point control parameter. The blowers have historically experienced periods of excessive vibration.

Biological phosphorus removal was optimized over the first few years of operation including the introduction of primary sludge fermentation in the primary clarifiers. In response to notice from MDEQ to address odor concerns the primary tanks were covered several years ago. Over the course of the past several years, the staff has seen an increase in aeration demand with up to five blowers running at times. With the current system, it is common to have 3 to 4 blowers running. The design intent was originally 2 to 3 blowers running. The City would like to evaluate this system with a focus on the following goals:

1. Assess the current flows and loadings to the activated sludge system to determine process aeration requirements.
2. Compare process aeration requirements with actual aeration provided to estimate efficiency of the aeration system and capacity of the system.
3. Evaluate the existing blower sizing and assess causes of excessive vibration.
4. Evaluate the aeration blower and control systems to identify upgrade alternatives for improving efficiency, capacity, and level of control.

A technical memorandum will be prepared to document the results of the evaluation. The technical memorandum will include an economic assessment presenting identified alternatives, annual energy savings, capital cost opinions, life cycle cost opinions, and project funding opportunities.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

1. Provide City with a preliminary list of needed information, including plant information, operating data, past reports, and drawings. This information request will be submitted

in advance of the kickoff meeting, so as much of the information as possible can be compiled and supplied and/or discussed during the kickoff meeting.

2. Conduct a kick-off meeting with the City's staff to develop and confirm a mutual understanding of the objectives, scope, and schedule for the project.
3. Review data and existing conditions to identify sizing and operating parameters for the activated sludge aeration system.
4. Prepare a design basis table comparing current operating conditions and requirements to rated capacities and sizing information from the 2006 construction project.
5. Prepare an aeration equipment design basis table identifying the performance characteristics of the existing blowers and aeration control system and comparing the characteristics to the capacity requirements identified in scope item 4 above. The causes of excessive vibration will be assessed based on manufacturer's data and other available historical information. We have not included in our fee any physical vibration measurements or any other diagnostic tests or physical evaluation of the blower equipment.
6. Develop a list of potential blower and control improvements.
7. Conduct a workshop to review the list of potential improvements with the City in order to screen the list and identify viable alternatives for further investigation.
8. Prepare the following analysis for the identified upgrade alternatives:
 - a. Description and preliminary sizing criteria for upgrade
 - b. Estimated construction and operating costs
 - c. Estimated annual energy savings
 - d. Life cycle cost analysis
 - e. Summary of monetary and non-monetary advantages and disadvantages
 - f. Summary of conclusions and recommended upgrades
 - g. Summary of funding opportunities for the recommended upgrades
9. Prepare a draft Technical Memorandum documenting the results of the above analysis. Deliver the draft Technical Memorandum as an electronic PDF document to City. The overall objective of the Technical Memorandum will be to lay out a plan for implementation of the recommended upgrades along with capital and operational costs.
10. Conduct a workshop with City staff to review the draft technical memorandum and receive City's comments.

11. Revise and finalize the technical memorandum incorporating mutually-agreed-to City review comments. Deliver three (3) hard copies and an electronic PDF file of the final document.

C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. The draft Technical Memorandum will be submitted to City 16 weeks after contract execution.

**PART II
CITY RESPONSIBILITIES**

- A. In addition to other responsibilities of City set forth in this Agreement, City shall:
1. Identify a person authorized to act as the City's representative to respond to questions and make decisions on behalf of City, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
 2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
 3. Provide electronic data files of historical influent, effluent, and operating data from 2011 to present.
 4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

**PART III
COMPENSATION, BILLING AND PAYMENT**

The compensation for the services provided under this proposed Consulting Services Agreement will be on a time and expense basis. The total cost for these basic Services will not exceed \$39,000 without prior written approval from City.

Donohue will bill the City monthly for the services provided on the project by the staff members involved, plus other expenses incidental to the project. The billing will summarize the charges incurred. Payment will be due within 30 days of the billing. Services will be performed in accordance with the attached Standard Terms and Conditions. Charges shall be in accordance with Donohue's standard charge out rates in effect at the time the Services are performed. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from City.

PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue.

2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change, which shall be deemed accepted if not objected to within 15 days of receipt by Owner.

3. **HAZARDOUS ENVIRONMENTAL CONDITIONS.** Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition, and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. **DELAYS.** If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional, or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. **RELATIONSHIP TO CONTRACTORS.** Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. **CONSTRUCTION REVIEW.** For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. **INSURANCE.** Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

11. **INDEMNIFICATION.** Donohue shall indemnify and save harmless Owner from and against loss, liability, claims, and damages sustained by Owner due to bodily injury or death to persons or damage to tangible property to the extent caused by the willful misconduct or negligence of Donohue, its agents, or employees.

To the fullest extent permitted by law, Owner shall defend, indemnify and save harmless Donohue, its agents, employees, and representatives from and against loss, liability, claims, and damages (including reasonable attorneys' and consultants' fees) arising from or relating to the Project in any way, except to the extent that such loss, liability, claims or damages are caused by the willful misconduct or negligence of Donohue, its agents or employees. Owner also agrees to require its construction contractor, if any, to include Donohue as an: a) indemnitee under any indemnification obligation to Owner; and b) additional insured under its Commercial General Liability policy.

To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

12. **LIMITATIONS OF LIABILITY.** No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner, and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Owner agrees that, to the fullest extent permitted by law, Donohue's total liability to Owner for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Donohue's negligence, errors, omissions, strict liability, or breach of contract, shall not exceed the proceeds available from Donohue's professional liability insurance policy for a maximum of \$5,000,000 per claim and \$5,000,000 aggregate. Donohue agrees to maintain as a minimum this identified insurance limit for the duration of this Project.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL DONOHUE BE LIABLE TO OWNER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

13. **OWNERSHIP AND REUSE OF PROJECT DOCUMENTS.** All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to defend, indemnify, and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

14. **ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. If there is a discrepancy between electronic files and printed copies, the printed copies govern.

Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

15. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties, except as provided in Paragraph 2.

16. **SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue.

The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

17. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

18. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

19. **DISPUTE RESOLUTION.** Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

20. **CONTROLLING LAW.** This Agreement is governed by the laws of the state in which the Project is located.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

24. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Date: March 2009

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM XYLEM ANALYTICS
FOR THE PURCHASE OF AN AMMONIA CONTROL SYSTEM
AND RELATED ELECTRONIC EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, a quote was received from Xylem Analytics for the purchase of an ammonia control system and related electronic equipment in the total amount of \$43,351.00.
2. It is recommended the quotation from Xylem Analytics be accepted.
3. Adequate funds for the purchase are available in the capital outlay miscellaneous equipment account number 590-590-54400-980074.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept a quote from Xylem Analytics for the purchase of an ammonia control system and related electronic equipment in the total amount of \$43,351.00.
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:

ATTACHMENTS:
Staff Report
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: August 19, 2015
Subject: Purchase Recommendation – Ammonia Control System
From: Jon Burke, Operations Supervisor
Meeting Date: September 8, 2015

Recommendation:

It is recommended that the Clean Water Plant purchase a system consisting of sensor probes and related electronic equipment for the monitoring and control of nitrogen from Xylem Analytical in accordance with Xylem's quote of \$43,351.00.

Sustainability Criteria:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Monitoring equipment that can be used to give Utilities operations staff real-time information can reduce and possibly even eliminate plant upset conditions, leading to better environmental performance.

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

Economic Strength – Real-time monitoring equipment for the control of nitrogen will at least speed plant recovery once an upset of the plant's biology has occurred, and at best help to entirely avoid the conditions that lead to upset.

Discussion:

In the fall of 2014 we installed a new online monitoring system that gives real-time monitoring of the oxidation reduction potential in the plant's aeration system. This equipment is used to make sure that the correct conditions exist for biological phosphorus removal to take place, and it is also used as an early indicator of a plant upset. This system works very well, and we knew at the time that it could be expanded to monitor other parameters by the addition of other probes.

In addition to phosphorus, the discharge of ammonia to the Grand River is also strictly limited by our discharge permit due to its toxic effects on aquatic species. Although it is a technically detailed topic, we know that the oxidation of ammonia first to nitrite and then finally to nitrate is a major diagnostic indicator of the health of the plant's activated sludge system. We currently have to wait 24 to 48 hours to see the levels of these three nitrogen species. The good news is that our existing ORP monitoring system can be easily expanded to include probes for these.



By monitoring these three additional parameters in real-time, we hope to improve process control, ease the demand on our blowers, and in turn save money without compromising our final effluent quality. Although this system is not inexpensive, if we can save even 1% of our electrical power costs incurred to run the blowers, it would pay for itself in only 36 months.

Budget Impact:

Controllers and probes of this type must come from the same manufacturer to be compatible with the existing ORP monitoring system. This company only has regional suppliers, not multiple vendors in competition with each other, therefore there could be no bid process and only one quote was obtained.

Quote	Model	Price Quote
Xylem Analytics	Aeration Basin Analytical Instrumentation Improvements	\$43,351.00

Adequate funding for this purchase can be found in capital outlay miscellaneous equipment account number 590-590-54400-980.074.



Quotation Submission



Company: **Wyoming**
Address:

Xylem Analytics
1700/1725 Brannum Lane
Yellow Springs, Ohio 45387-1107

ATTN: Jon Burke
Contact Info:

Project Name:

YSI, a Xylem brand, is pleased to offer the following quotation as per your request.

Date : August 20, 2015
QUOTE # MV20150820-02
Revision: 1

Part Number	Model	Description	Each	Qty	EXTENDED
Control Panel					
480 004Y	MIQ/PS	Power Supply Module, IQ, 100-240 VAC, 18 Watts. 3 IQ Sensor Net Connections.	\$400	1	\$400.00
480 050Y	THS/IQ	Top Hat Rail Mounting for IQ Modules (Din Rail Mounting System)	\$36	1	\$36.00
Aeration Basin 4 - Cell 1					
480 008Y	MIQ/JB	Passive Junction Box, IQ. 4 IQ Sensor Net Connections.	\$240	1	\$240.00
481 056Y	NitraVis 701 IQ NI	NitraVis 701 IQ NI, IQ SensorNet optical UV Nitrite/Nitrate probe with integrate ultrasonic cleaning, 1 mm gap. For use in influent, biological tank and effluent of municipal wastewater treatment plants, Supplied with calibration chamber and shock-absorption rings.	\$13,500	1	\$13,500.00
107 072YK	AmmoLyt Plus set/comp	AmmoLyt Plus Ammonium probe complete w/Reference Electrode, Ammonium & Potassium Electrodes	\$4,540	1	\$4,540.00
201 650Y	FDO 700 IQ	Optical DO probe for IQ System, 0-20.00 mg/l	\$1,394	1	\$1,394.00
480 042Y	SACIQ-7.0	Sensor Connection cable, IQ, 7 m, 22.9 ft	\$122	3	\$366.00
245 8000Y	SMK	Quick Release Stainless Steel Handrail Mounting Bracket for Sensors with 1.5 inch PVC couplers and end cap	\$300	2	\$600.00
109 279Y	BE/R 170-D	Pipe mounting of boom or pendulum, with pivot	\$255	1	\$255.00
109 272Y	EH/F 170-1.5	SensoClean Swing mounting assembly, boom length 1.5 m	\$245	1	\$245.00
481 073Y	VIS Set/EH	Horizontal mounting kit for UV/VIS probes with Swing mount EH/F 170	\$155	1	\$155.00
Aeration Basin 4 - Cell 2					
480 008Y	MIQ/JB	Passive Junction Box, IQ. 4 IQ Sensor Net Connections.	\$240	1	\$240.00
481 056Y	NitraVis 701 IQ NI	NitraVis 701 IQ NI, IQ SensorNet optical UV Nitrite/Nitrate probe with integrate ultrasonic cleaning, 1 mm gap. For use in influent, biological tank and effluent of municipal wastewater treatment plants, Supplied with calibration chamber and shock-absorption rings.	\$13,500	1	\$13,500.00
107 072YK	AmmoLyt Plus set/comp	AmmoLyt Plus Ammonium probe complete w/Reference Electrode, Ammonium & Potassium Electrodes	\$4,540	1	\$4,540.00
201 650Y	FDO 700 IQ	Optical DO probe for IQ System, 0-20.00 mg/l	\$1,394	1	\$1,394.00
480 042Y	SACIQ-7.0	Sensor Connection cable, IQ, 7 m, 22.9 ft	\$122	3	\$366.00
245 8000Y	SMK	Quick Release Stainless Steel Handrail Mounting Bracket for Sensors with 1.5 inch PVC couplers and end cap	\$300	2	\$600.00
109 279Y	BE/R 170-D	Pipe mounting of boom or pendulum, with pivot	\$255	1	\$255.00
109 272Y	EH/F 170-1.5	SensoClean Swing mounting assembly, boom length 1.5 m	\$245	1	\$245.00
481 073Y	VIS Set/EH	Horizontal mounting kit for UV/VIS probes with Swing mount EH/F 170	\$155	1	\$155.00
481 079Y	VIS C/SET	Universal cleaning kit for UVVIS sensors. Includes 20 perforated textured (flocked) cleaning cloths in two sizes for 1 mm and 5 mm gap sensors. Includes cleaning solutions.	\$225	1	\$225.00
		Shipping			\$100.00
Total					\$43,351.00

Please note the following:

- 1) This quotation is limited to supplying the equipment described above. It does not include power or current output cable, supports, or other materials except that which are specifically listed above.
- 2) YSI IQ SensorNet Equipment: Controllers have a 3 year warranty, sensors have a two year factory warranty. Consumables for pH have a 6 month warranty, DO consumables have a 2 year warranty.
- 3) Integrated lightning protection included on all YSI IQ SensorNet products when instruments & sensors are wired with approved IQ cable SNCIQ.
- 4) 1.5" PVC or 3/4" Stainless Steel extension poles that suspend the sensors in the process are to be supplied by others.

TERMS: Net 30 Days
FOB: Yellow Springs, OH

Thank you for your interest in Xylem.

Best Regards:

Mark Vuksan
North Eastern Regional Sales Manager
Xylem Analytics

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM KENDALL ELECTRIC FOR THE
EMERGENCY PURCHASE OF AN AC DRIVE MODULE AND COMPONENTS

WHEREAS:

1. As detailed in the attached Staff Report, the control section for a 500 hp variable frequency drive (VFD) at the Clean Water Plant has failed and requires emergency replacement.
2. Kendall Electric has provided the City with a quote for the purchase of an AC drive and related components in the total estimated amount of \$47,721.12.
3. It is recommended the City Council accept the quote.
4. Funds for the purchase and installation are available in account number 590-590-54300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Kendal Electric for the purchase of an AC drive and related components in the total estimated amount of \$47,721.12.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 8, 2015.

ATTACHMENTS:
Staff Report
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: August 27, 2015
Subject: Award of Quotation for Powerflex 700 AC Drive Module and Components
From: Tom Wilson, Clean Water Plant Maintenance Supervisor
Date of Meeting: September 8, 2015

Recommendation

It is recommended that the City Council accept the quotation for the purchase of a Powerflex 700 AC drive and related components from Kendall Electric at a cost of \$47,721.12 which includes shipping.

Sustainability Criteria:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan’s natural water environment and the public health of Wyoming’s citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and optimal working condition.

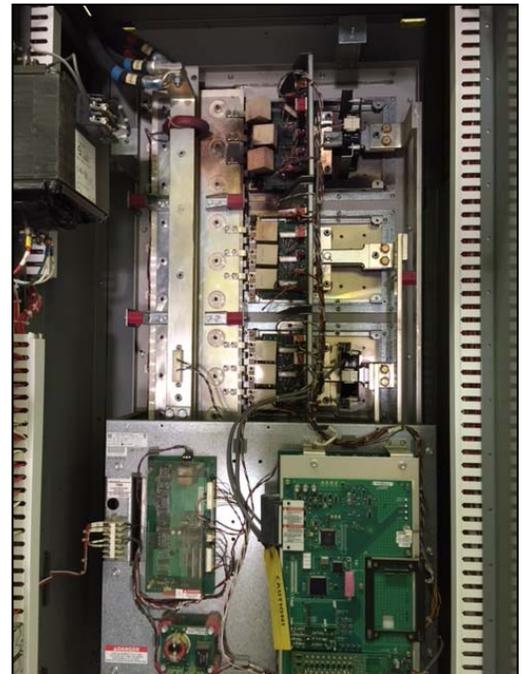
Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming’s residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water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

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

Discussion:

On Tuesday, August 11, 2015 the control section for a 500 hp variable frequency drive (VFD) had a catastrophic failure as a result of components of the drive section shorting out to ground. The CWP staff electricians, along with service technicians from Rockwell Automation, the manufacturer of the drive, analyzed the failure but found no root cause of failure other than obvious component failure.

The 500hp VFD is one of five VFDs that each control a separate centrifugal blower that provides air to the aeration tanks. It is imperative that the air be supplied to the aeration tanks at a steady rate to insure that the proper amount of oxygen is supplied to the microorganisms in the tanks. On a typical day, three to four blowers are in operation for this part of our plant process. The loss of one of the VFDs becomes a critical interruption of our plant’s operation.



After the analysis of failure was complete, the CWP staff met with Rockwell representatives to discuss our options for correcting the situation. One option is to replace only the components that failed. However, since the drive is obsolete, individual components are not available. Another option is to purchase and install a control section of a different series drive that would fit and operate in the same location. A third option is to purchase the most recent type of drive section that is not modular and would need to be built and modified in the field resulting in high labor costs. The last option is to purchase a whole new drive which does not seem feasible since most of the drive is still viable and only the control portion failed.

Upon review of these options, we have determined that the second option to purchase and install the Powerflex 700 AC drive section that will fit and operate in the same location is our best choice. The cost and availability of the drive, lower labor costs to install the drive, and the overall time to get this drive back into operation are the determining factors for this decision. Purchasing this drive section allows plant staff, along with startup assistance by Rockwell technicians, to install the drive.

Budget Impact:

The sole supplier of the Powerflex 700 AC drive is Kendall Electric. A quotation was received for the drive and related components in the amount of \$47,721.12. It is recommended that the City Council accept the quotation of \$47,721.12 for the Powerflex 700 AC drive and related components as submitted by Kendall Electric. Sufficient funds exist in the Sewer Fund Maintenance and Repair Account #590-590-54300-930000.



A MEMBER OF THE KENDALL GROUP

KENDALL ELECTRIC INC
832 SCRIBNER AVE NW
GRAND RAPIDS MI 49504-4490
616-459-8327 Fax 616-459-8321

Sold To: 4713
WYOMING (CITY OF)
PO BOX 905
WYOMING, MI 49509-0905

Ship To: 16473
WYOMING (CITY OF) CLEANWATER
2350 IVANREST AVE
WYOMING, MI 49418-3402

Quotation S104031520

Order Date: 08/26/15
Terms: Net Due 30 Days
Customer PO#
Release #
QUOTE
Ordered By: TOM
Phone: 616-261-3550

Warehouse	Ship Via	Freight Allowed	Account Manager	Inside Salesperson		
EGDC	EGDC10	Out: No In: No	EDWARD STREETER, 1418-EGR	CINDY HOUSER, 1329-ESCB		
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
	1ea	3495421	20BR730NOANNND0 AB POWERFLEX 700 AC DRIVE 730 A 600 HP. 20B 82091999556	08/26/	47142.588/e	47,142.59
	1ea	13543	20-HIM-A3 AB LCD DISPLAY FULL NUMERIC KEYPAD	08/26/	137.647/e	137.65
	1ea	13536	20-COMM-E AB POWERFLEX ENET/IP ADAPTER	08/26/	384.706/e	384.71
	1ea	13548	20-HIM-H10 AB POWERFLEX 1M REMOTE CBL.	08/26/	56.165/e	56.17
*** TAXES NOT INCLUDED ***						
<small>This quotation is an offer to sell you the goods described herein on the terms set forth above and, unless otherwise agreed in a signed writing, on our Terms and Conditions of Sale, available at www.kendallelectric.com/ranto.asp or by calling 800-622-5422. An order of any goods listed in this quotation constitutes your acceptance of our Terms and Conditions of Sale. We object to any different or additional terms and reject any prior offers from you. Prices expire on, and are subject to change after, 99/26/2015. Wire, conduit & pipe pricing valid for 08/26/2015 only. Opened, special order or non-stock items may not be returnable.</small>					Subtotal	47721.12
					S&H CHGS	TBD
					Sales Tax	TBD
					Amount Due	47721.12

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM
HURST MECHANICAL FOR THE EMERGENCY PURCHASE
AND INSTALLATION OF A ROOF TOP AIR CONDITIONING UNIT

WHEREAS:

1. As detailed in the attached Staff Report the roof top air conditioning system at Fire Station #4 has failed and requires emergency replacement.
2. Hurst Mechanical has provided the City with a quote for the purchase and installation of a roof top air conditioning system in the total estimated amount of \$10,318.00.
3. It is recommended the City Council accept the quote.
4. Funds for the purchase and installation are available in account number 101-337-33800-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Hurst Mechanical for the purchase and installation of a roof top air conditioning system in the total estimated amount of \$10,318.00.
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 September 8, 2015.

ATTACHMENTS:

Staff Report

Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: August 24, 2015

Subject: Emergency Purchase of Roof Top (RTU) AC Unit for the Fire Station #4

From: Fire Chief Chuck Lark

Meeting Date: September 8, 2015

Recommendation:

It is recommended that the City of Wyoming approve the emergency purchase of an RTU Air Conditioning System Unit for the Fire Station #4. We request processing this as a sole source purchase as this system is an emergency purchase from Hurst Mechanical as they are intimately familiar with our building and HVAC equipment.

Sustainability Criteria:

Environmental Responsibility: The Department strives to be environmentally responsible and is contracting with a reputable company for the replacement of the RTU. Hurst Mechanical will reclaim the Freon from the current system as to not impact the environment.

Social Equity: This recommendation will provide service to all residents of the City of Wyoming, and any other individual entering into the Fire Station through the Wyoming Department of Public Safety, without regard to income level or socio-economic status.

Economic Strength: The Wyoming Department of Public Safety is committed to providing excellent customer service. Providing timely repair of this RTU allows the City of Wyoming to maintain high quality infrastructure.

Discussion:

On August 20, 2015, our HVAC service contractor, Hurst Mechanical, was called to inspect the RTU at the Wyoming Fire Station #4 on 36th Street. The mechanical contractor determined the unit has failed and required replacement. The warranty on the RTU is expired and will require an emergency replacement purchase.

Hurst Mechanical provided a complete proposal for the removal and installation of a replacement 8.5 ton compressor.

Budget Impact:

Funds for the repair exist in the Facilities Maintenance Repairs and Maintenance Account:

Budget Expense Account: 101-337-33800-930000



(616) 784-4040
Fax (616) 785-7900
5800 Safety Drive
Belmont, MI 49306

August 20, 2015

Jeffrey Anderson
City of Wyoming
Parks & Facilities Supervisor

SUBJECT: WYOMING FIRE ROOF TOP UNIT CHANGE OUT.

Dear Jeffery:

Pursuant to your request, HURST MECHANICAL has visited your facility to observe conditions, collect data, and receive instructions pertaining to the above mentioned project.

The work is to consist of the following:

- Demo and legally dispose of the existing Carrier RTU
- Provide and install a new Carrier 8.5 Ton RTU with an economizer with enthalpy control (Humidity Control)
- Gas Pipe, High and low voltage electrical, Crane lift
- Start up by a factory trained service technician

Your investment is: \$10,318.00

Note: Work is figured during normal business hours 7am-4pm Monday-Friday

Thank you for the opportunity to prepare this quote for you. If we may be of service, or if you have any questions, please feel free to call us at 616-784-4040.

Sincerely,
HURST MECHANICAL

BARRY HARRISON

HVAC System Design
Indoor Air Quality Analysis
Controls – Pneumatic & DDC
Refrigeration – Ammonia & Freon



Heating
Air Conditioning
Electrical
Plumbing



Pipe Fitting, Welding & Air Piping
Cooling Towers & Pump Packages
Sheet Metal – Exhaust & Ventilation
Preventative Maintenance Agreements

RESOLUTION NO. _____

RESOLUTION TO TERMINATE THE WEED CONTROL AGREEMENT
WITH RIVER VALLEY COMPANIES AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT
WITH PIT CREW LANDSCAPES

WHEREAS:

1. Resolution #25108 was approved on April 20, 2015 awarding the bid for a three year agreement for weed control and property maintenance clean up services to River Valley Companies.
2. As detailed in the attached Staff Report, it has been determined that it is in the best interest of the City to release River Valley Companies from their agreement and to enter into an agreement with Pit Crew Landscapes.
3. Sufficient funds are available in account numbers 249-371-37210-931000 and 249-371-37210-932000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby terminate the weed control agreement with River Valley Companies.
2. The City Council does hereby authorize the Mayor and City Clerk to execute a weed control agreement with Pit Crew Landscapes through March 31, 2018.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 8, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Tabulation Sheet
Agreement

Staff Report

Date: August 18, 2015
Subject: 2015-2018 Weed Control and Property Maintenance Clean Up Contract
From: Dave Rupert, Building Inspections Supervisor
Cc: Rebecca Rynbrandt, Director of Community Services
Meeting Date: September 8, 2015

RECOMMENDATION:

The Community Services Building Inspection Department Staff has found that River Valley Company has not met contract requirements, including not meeting time frames, poor workmanship, and delays in abating public safety hazards. As a result we have transitioned Pit Crew Landscapes, to ensure timely response, particularly necessary during the summer and fall months. We hereby request that the Council terminate the Weed Control and Property Maintenance Clean up Contract awarded to River Valley Companies on 4/20/2015 (Resolution # 25108) and to award the remaining balance of the contract to Pit Crew Landscapes, the City's previous vendor, for the remainder of the 2015-2018 contract period.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Weed Control and Property Contract is an important component of the Building Inspection Department's Code Enforcement Program. The contractor is utilized to eliminate blight and secure vacant structures throughout the community. The elimination of blight has a direct impact on the aesthetics and perception of neighborhoods and communities.

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

Economic Strength – Property maintenance has a direct impact on property values. Well maintained properties have a positive impact on their neighborhoods. Well maintained neighborhoods have a positive impact on their communities. The elimination of tall weeds, blight, and securing vacant structures adds value to the community.

DISCUSSION:

Staff has determined River Valley Companies non-performance and absence of necessary insurance requirements is in violation the contract. Staff began receiving complaints from residents shortly after River Valley Companies began performing work under the Contract. The majority of complaints were related to the length of time to complete the work orders causing delay in blight remediation and abating public safety hazards. Many others address the quality of the work completed. We worked with the vendor at all levels attempting to raise their level of performance. When notified by the City's Purchasing Department that their insurance was cancelled staff, in consultation with the Director of Community Services decided to no longer issue work orders to the company until Council could ascertain their desire to maintain the contract. In the interim staff transitioned work to Pit Crew in order to maintain service. In summary:

- River Valley companies do not provide the quality of work or the responsiveness to Department Work Orders as required by the Contract, delaying blight remediation and increase public safety risk.
- Insurance carriers for the vendor notified the City's Purchasing Department that portions of their insurance policies were cancelled. As a result staff ceased issuing Work Orders to River Valley Companies.
- Given the performance issues and lack of insurance, staff is using Pit Crew Landscape to perform the necessary work and recommending that Pit Crew Landscapes be awarded the remainder of the three year contract.

Upon the decision to transition the work, staff contacted Pit Crew Landscapes and discussed their availability to perform under the contract. Pit Crew is agreeable to the terms of the contract and will keep their price at their bid amount. The balance of the contract expires March 31st 2018.

We believe they will provide the necessary service at the least expense.

BUDGET IMPACT:

Funds for this contract are available in account number: 249-371-37210-931.000 (Weed Cutting) and 249-371-37210-932.000 (Property Maintenance).

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS
On Weed Control/Property Clean Up Services
Opened by the City Clerk on March 24, 2015 at 11:00 a.m.
All bid prices reduce to net. All bid prices shown are firm.

Year	Grass and Weed Mowing* (Per Hour)	Clean Up of Lots & Securing Buildings* (Per Hour)	Lots in Compliance Upon Arrival** (Per Address)
Gator's Lawn Care			
April 7, 2015 - March 31, 2016	\$25.00	\$25.00	\$15.00
April 1, 2016 - March 31, 2017	\$26.00	\$26.00	\$15.00
April 1, 2017-March 31, 2018	\$26.00	\$26.00	\$18.00
River Valley Companies			
April 7, 2015 - March 31, 2016	\$35.00	\$35.00	\$20.00
April 1, 2016 - March 31, 2017	\$35.00	\$35.00	\$20.00
April 1, 2017-March 31, 2018	\$35.00	\$35.00	\$20.00
Distinctive Landscape Mgmt. LLC			
April 7, 2015 - March 31, 2016	\$38.00	\$25.00	\$20.00
April 1, 2016 - March 31, 2017	\$38.00	\$25.00	\$20.00
April 1, 2017-March 31, 2018	\$38.00	\$25.00	\$20.00
Full Circle Property Services Inc.			
April 7, 2015 - March 31, 2016	\$38.00	\$38.00	\$25.00
April 1, 2016 - March 31, 2017	\$38.00	\$38.00	\$25.00
April 1, 2017-March 31, 2018	\$38.00	\$38.00	\$25.00
Pit Crew Landscapes			
April 7, 2015 - March 31, 2016	\$60.00	\$ 60.00	\$20.00
April 1, 2016 - March 31, 2017	\$60.00	\$ 60.00	\$20.00
April 1, 2017-March 31, 2018	\$60.00	\$60.00	\$20.00

AGREEMENT
FOR WEED CONTROL
AND
PROPERTY MAINTENANCE

This Agreement made this 8th day of September, 2015, between the City of Wyoming, a Michigan Municipal Corporation, of 1155 – 28th St. S.W., Wyoming, MI 49509 (hereinafter "City") and Pit Crew Landscapes, of 1318 Hess Lake Dr., Grant, MI 49327 (hereinafter "Contractor") under the following terms:

1. The City agrees to employ Contractor to provide services for weed control and property maintenance for the City under the terms and conditions provided in the City bid documents referred to herein and the Proposal for Weed Control/Property Clean Up Services (Exhibit A).

2. This Agreement shall be for a period of three (3) years commencing on September 8, 2015 and ending on March 31, 2018.

The following documents are hereby incorporated by reference and made a part of this Agreement:

- A. Notice to Bidders
- B. General Conditions
- C. Notice to Bidders/ Specifications for Weed Control/Property Clean Up Services.
- D. Proposal dated March 16, 2015.
- E. City of Wyoming Equal Employment Opportunity Statement
- F. Contractor Insurance Requirements
- G. Indemnification Agreement
- H. Certificates of Liability Insurance.

Contractor shall update all insurance certificates at such time as the respective policies expire.

4. At all times during the term of this Agreement, Contractor shall be considered an independent contractor and no officer, agent or employee of Contractor shall be considered an employee of the City.

5. This Agreement and the documents incorporated by reference shall contain the entire agreement between the parties and may be modified only in writing executed by each party.

6. Any notices required pursuant to the terms of this Agreement shall be provided in writing to the respective addresses of the parties by first class mail, facsimile or electronically. No oral agreement or understanding shall be considered a part of this Agreement.

7. Failure of either party at any time to enforce any provision of this Agreement or the documents incorporated shall not be considered a waiver and shall not prohibit either party from enforcing any provision of this Agreement.

CITY OF WYOMING

Dated: _____

By: _____

Jack Poll
Its Mayor

Pit Crew Landscapes

Dated: _____

By: _____

APPROVED:



Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated as per the attached Staff Reports.
3. The outdoor court resurfacing will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Outdoor Court Resurfacing	Racquet Sports	Bid prices as shown on the attached tabulation sheets
Parks & Recreation Brochure Design Services	Falk Design	Bid prices as shown on the attached tabulation sheet
Outdoor Electronic Sign	City Sign Erectors of Western Michigan	\$17,525.00

2. The City Council does hereby approve the attachment budget amendment which is required for the outdoor court resurfacing.

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:

ATTACHMENTS:
Budget Amendment
Staff Reports
Tabulation Sheets

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: September 1, 2015

Subject: Award of Bid Outdoor Court Resurfacing and Necessary Budget Amendment

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: September 8, 2015

RECOMMENDATION:

To award a bid for outdoor court resurfacing to Racquet Sports in the amount of \$198,940 and to approve the related budget amendment use of Parks and Recreation Fund fund balance in the amount of \$71,655 to provide for full project funding.

SUSTAINABILITY CRITERIA:

Environmental Quality – Exposure and excessive wear and tear have resulted in the need to re-color coat tennis and basketball courts at Lamar, Lemery, Pinery, Kelloggsville, and Jackson parks. Additionally, years of frost & heat heaving have resulted in court cracking, some of which is so extensive as to foster concern for trip and fall hazards. Court repairs will improve aesthetics and quality of experience within our park facilities, adjoining neighborhoods and our community overall. These repairs increase playability and improve court safety.

Social Equity – High quality, maintained park properties helps ensure that all neighboring property values are maximized. Property owners throughout the community share in the benefits of blight elimination. These park improvements are planned for 5 park properties dispersing the improvements throughout the community.

Economic Strength – Property maintenance has a direct impact on property values. Well maintained properties have a positive impact on their neighborhoods. Well maintained neighborhoods have a positive impact on their communities. Facilities that promote active lifestyles, such as tennis and basketball courts, are vital to our citizen's health and wellness; work to reduce costs associated with obesity, diabetes and other lack of physical activity societal concerns.

DISCUSSION:

Staff, working with the Purchasing Department, notified 6 companies of the opportunity to bid on this work. Only one (1) bid was received from Racquet Sports.

Need for court improvements at the parks were identified in the City's 5-Year Community Recreation Plan 2013-2017. Additionally, staff has received citizen comments via Facebook and Website Feedback of concerns related to trip and fall hazards due to court surface cracking. Use of various courts by school districts in the Spring, for practices and games, requires any resurfacing and repair to be completed this Fall.

BUDGET IMPACT:

Recognizing the need for court repairs, the City Council authorized \$129,000 across the various parks in the current budget. Since the time of budget approval, crack widening has become more extensive and an additional \$71,655 to be applied across lines items is requested to complete the necessary repairs. Funds are available in the Parks and Recreation Dedicated Fund Balance.

It is expected that by investing the additional funds, court life will be extended by ten years.

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>FY 2016 Budget</u>	<u>4-Coat Color Coat System</u>	<u>Alt. Crack Repair Addition</u>	<u>Recommended Bid Award</u>	<u>Requested Budget Amendment (Fund Balance Use)</u>	<u>Justification</u>
208-752-75600-975.110	Lamar Park	\$ 38,000.00	\$ 34,715.00	\$ 32,600.00	\$ 67,315.00	\$ 29,315.00	Courts are used by Wyoming Public Schools for practices and games, as well as a high volume of public use, additional investment of the crack repair is warranted.
208-752-75600-975.112	Lemery Park	\$ 20,000.00	\$ 18,175.00	\$ 15,750.00	\$ 33,925.00	\$ 13,925.00	Courts enjoy high volume public use as well as Parks & Rec. programming use; additional investment in crack repair is warranted.
208-752-75600-975.113	Pinery Park	\$ 25,000.00	\$ 15,300.00	\$ 26,740.00	\$ 42,040.00	\$ 17,040.00	Courts enjoy high volume public use; a significant number of citizens concerns being received per the current court conditions; expanded use by Pickle Ball players and reduced liability for trip and falls warrants additional investment in crack repair.
208-752-75600-975.117	Kelloggsville Park	\$ 14,000.00	\$ 12,075.00	\$ 13,300.00	\$ 25,375.00	\$ 11,375.00	Crack repairs are numerous and joints have significantly expanded increasing public safety hazards for trip and fall.
208-752-75600-975.128	Jackson Park	\$ 32,000.00	\$ 30,285.00	\$ 5,380.00	\$ 30,285.00		Basic crack repair will suffice with initial bid.
	Total	\$ 129,000.00	\$ 110,550.00	\$ 93,770.00	\$ 198,940.00	\$ 71,655.00	

The attached budget amendment has been prepared by the Finance Department and is incorporated for your consideration.

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

ON OUTDOOR COURT RESURFACING

Opened By City Clerk On August 18, 2015 At 11:00 a.m. o'clock

All bid prices reduced to net.

Bidder: Racquet Sports				
Park Name	Court Description	Total Sq. Ft.	4 Coat Color Coat System	Alternate Crack Repair System
Lamar Park	Tennis Courts	48960	\$ 27,850.00	\$ 31,200.00
	Basketball Courts	12000	\$ 6,865.00	\$ 1,400.00
		60960	\$ 34,715.00	\$ 32,600.00
Jackson Park	Tennis Courts	48960	\$ 26,925.00	\$ 4,680.00
	Basketball Court	6000	\$ 3,360.00	\$ 700.00
		54960	\$ 30,285.00	\$ 5,380.00
Kellogsville Park	Tennis Courts	12960	\$ 7,795.00	\$ 8,400.00
	Basketball Court	7200	\$ 4,280.00	\$ 4,900.00
		20160	\$ 12,075.00	\$ 13,300.00
Lemery Park	Tennis Courts	24480	\$ 14,145.00	\$ 10,850.00
	Basketball Court	6975	\$ 4,030.00	\$ 4,900.00
		31455	\$ 18,175.00	\$ 15,750.00
Marquette Park	Roller Hockey Court	7200	\$ 4,360.00	\$ 3,150.00
	Basketball Courts	7200	\$ 4,320.00	\$ 4,900.00
		14400	\$ 8,680.00	\$ 8,050.00
Pinery Park	Tennis Courts	12960	\$ 8,065.00	\$ 12,600.00
	Basketball Courts	12060	\$ 7,235.00	\$ 14,140.00
		25020	\$ 15,300.00	\$ 26,740.00

STAFF REPORT

Date: September 1, 2015

Subject: Parks and Recreation Brochure Design Services

From: Rebecca Rynbrandt, Director of Community Services

Cc: James Falk, Falk Design

Meeting Date: September 8, 2015

RECOMMENDATION:

It is recommended that the City Council approve a contract for Parks and Recreation Brochure Design Services with Falk Design (3-Year Contract).

SUSTAINABILITY CRITERIA:

Environmental Quality - Our Parks and Recreation Department provides over 200 health, wellness, athletic, education, and leisure opportunities through programs, park space, and facility reservations. Marketing of programs and services through the brochure fosters environmental stewardship of our natural resources and service enhancements which create, maintain, and strengthen our community's quality of life – creating a community where people want to live, work, and play.

Social Equity - Our programs and services create community for individuals and neighborhoods by fostering connections for families and friends while building strong minds and bodies. The brochure brings awareness of scholarships; free and low-cost, high quality programs enabling all citizens to have the opportunity to partake in activities.

Economic Strength - The ability to market the opportunities provided by the department ensures that we maximize the community's investments of its dedicated Parks and Recreation Operational Millage. Program income provides for enhanced services, allowing for expanded programs, and subsidies for low-cost and free programming for at-risk youth and family events. Additionally, participation in department programs, spending a day at a park or attending a party at a park lodge also has an impact on local businesses through purchases of equipment and supplies needed to participate fully.

DISCUSSION:

Our Request for Proposal process resulted in submittals from seven different companies, five of which were found to be both competitively priced and having submitted examples of past promotional pieces. Sixty-three invitations to bid were sent to prospective bidders.

Of the five bids considered, Falk Design was the lowest bidder of the qualified bids. Falk Design is located in the greater Grand Rapids area, which will allow for in person meetings to discuss desired design changes. The Department has also worked with Falk Design on prior design projects. This bid award would cover the design of three brochures a year, beginning with the 2016 Winter/Spring edition, and ending with the 2018 Fall edition.

Awarding of this bid will allow the department to continue to produce and distribute this important piece to the community three times a year. Through yearly surveys, the department has found that the seasonal brochure is the most effective and desired means of receiving information on the different opportunities offered by the department.

BUDGET IMPACT:

Sufficient funds are available in 208-752-75200-801.006.

STAFF REPORT

Date: August 20, 2015
Subject: City Hall Outdoor Electronic Sign
From: Jeff Anderson, Parks and Facilities Supervisor
Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: September 8, 2015

RECOMMENDATION:

That the City Council accepts the low bid of \$17,525.00 from City Sign Erectors of Western Michigan to furnish and install the new electronic sign at City Hall.

SUSTAINABILITY CRITERIA:

Environmental Quality – By providing an LED electronic sign at City Hall the City will have an energy efficient method to inform the public of meetings and City events.

Social Equity – All citizens that drive by City Hall will see the information for upcoming meetings and City events.

Economic Strength – By retrofitting the existing sign the City will have an efficient and cost effective method of informing the public of community events and meetings. The new LED sign should increase awareness and attendance at public meetings and City events.

DISCUSSION:

On Tuesday, August 18, 2015, three (3) responses were received in answer to our invitation to submit a proposal for an outdoor electronic sign at City Hall. Forty-nine (49) invitations to bid were sent to prospective bidders and the results are as shown on the attached tabulation sheet. After reviewing the bids it is recommended that we award the bid for the electronic sign to the lowest bidder, City Sign Erectors of Western Michigan.

BUDGET IMPACT:

The total price for the electronic sign and installation is \$17,525.00. Sufficient funds have been budgeted and are available in the Facilities Maintenance Capital Project Account #101-267-26700-975000.

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

ON OUTDOOR ELECTRIC SIGN

Opened By City Clerk On August 18, 2015 At 11:00 a.m. o'clock

All bid prices reduced to net.

Bidder	
City Sign Erectors of Western Michigan	\$17,525.00
Universal Sign, Inc.	\$19,331.00
Universal Sign, Inc. (Alternate) (32x80)	\$18,366.00

BID FOR AN OUTDOOR ELECTRONIC SIGN

SUBMITTED BY: CITY SIGN ERECTORS OF WESTERN MICHIGAN, INC.

BID RESPONSE





CLIENT

City of Wyoming

LOCATION

1155 28th Street
P.O. Box 905
Wyoming, MI 49509
616.249.3473

PRESENTED BY

PAUL KOVALAK

President | 616.791.0016 ext 1003

ERIC KOVALAK

Vice President | 616.791.0016 ext 1001

Company History



City Sign Erectors has been enhancing brands through signage for more than 50 years.

We have grown from a single market contractor to a vertically integrated service provider. We complement quality services with multiple lines of business, custom manufacturing, and brand consultancy. Our network of installers and suppliers allow project managers to scale projects to match the required level of investment.

City Sign creates a memorable, positive experience with each client transaction – as a result, we have earned repeat business from Fortune 500 companies and public agencies. We create branded experiences for a wide reach of customers, markets and industries – including government, retail, petroleum, finance, automotive, entertainment and educational institutions.

Five decades in the signage industry gives City Sign Erectors an unrivaled knowledge base.

Five decades in the signage industry gives us an unrivaled knowledge base. City Sign has been an early adopter of technology and innovation, which is critical because our industry has changed substantially since we started more than 50 years ago. Today, we are well-regarded for our expertise in cutting edge signage technologies and our in-house creative design teams.

Signage and building elements add value and enhance brands by creating a unique sense of place and supporting organizational messages. When designed and installed well, signage creates brand authenticity.

Our history stands behind us as we stand behind our clients.

Company Prior Experience

City Sign, a third-generation, family-owned business, has been based out of Grand Rapids, Michigan since we began providing signage solutions across the country. We have a strategic focus on business in the Midwest, where we feel we can provide the best and most responsive service to signage needs either directly or through well-established localized partnerships as required.

Our location in Grand Rapids includes front office space that we use for client engagement and design services, as well as a sizeable production and storage space where we make our designs a reality. This enables us to keep a close connection between the design and production teams, an important piece in the process for quality deliver. We also maintain our delivery and installation equipment out of this single location to once again facility quality and communication amongst our teams. While we are centralized in Grand Rapids, we are readily available to the city as demonstrated on other projects across the Midwest. We also maintain partnerships that help us easily service our clients at remote locations.

The City of Wyoming will be working with the highest levels of our company on this project:

The City of Wyoming will be working with the highest levels of leadership at City Sign to arrive at a design solution.

- Paul Kovalak, President and Owner since 1978
- Eric Kovalak, Corporate Vice President since 2006, 12 years of experience overall in business
- Jena Tucker, Graphic Designer with 9 years of experience, with City Sign since 2014

The balance of our team focuses on production, installation, and financial, purchasing, account and project management. A functional organization chart follows:

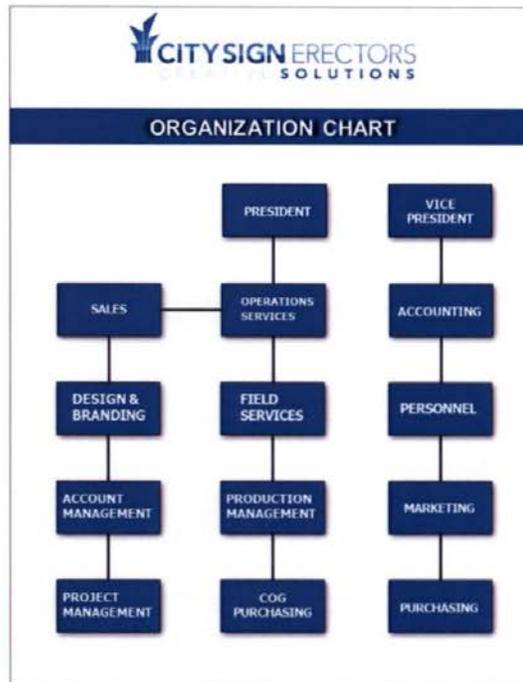


Figure 1. City Sign Functional Organization Chart. Illustrates the engagement of the experienced executive team on all aspects of client projects and our ability to deliver on everything from design to installation.

Even with our significant growth in recent years, we choose to keep design of signage solutions at the highest level of our company so that we are bringing significant experience and superior vision to every project that we pursue on a strategic basis. Paul will provide design and engineering consultation as he has been doing since 1978. He has been a board member of the United States Sign Council since 2011, staying on top of trends and leading the development of industry best practices which he will bring to this project. Eric will provide the same design and engineering support as Paul in addition to project management expertise for the timely delivery of the designs. He offers a business

development and leadership background that supports matching a client’s business goals to City Sign’s signage solutions. Jena, a graphic designer will produce the designs for this project and has gained significant sign design experience across multiple design platforms during her career. She was a strategic hire for City Sign.

City Sign has earned repeat business from Fortune 500 companies and public agencies. We create branded experiences for a wide reach of customers, markets and industries – including government, retail, petroleum, finance, automotive, entertainment and educational institutions.

Below, we offer samples from our project portfolio that your assigned City Sign team has worked on in recent years of a similar nature to this project in addition to references for projects that are similar in size and scope. You will see that we have serviced the needs of Fortune 500 companies like McDonald's Corporation (30 years, ongoing) to smaller community enterprises like Flat River Community Library with the same level of client care and expertise.

McDonald's Corporation:

We have worked with McDonlad's Corporation at all levels from franchised locations to corporate locations for 30 years. They trust City Sign for our design skill as well as our engineering, production and installation. Figure 2 below is a recent example of a sign designed, produced and installed at a Grand Ledge, Michigan location.

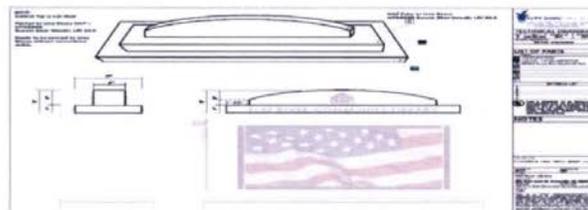
Figure 2. 30 Years of Signage for McDonald's Corporation. Designing, producing and installing signs like this Grand Ledge, MI sign.



Flat River Community Library:

Flat River Community Library is an example of how City Sign is able to offer design and technical delivery while paying attention to the often limited budgets of community institutions. We provide both the rendering and a sample of a technical drawing for this sign that we designed, produced and installed.

Figure 3. A Cost Effective, High Quality Community Sign. Able to design, produce and install this sign for the Flat River Community Library.



AGO Gas Stations:

City Sign has designed a complete brand identity and required signage for AGO Gas Stations as well as produced and installed the signs. This is an ongoing relationship.

Figure 4. A Complete Branding and Design Solution for Community Business. Provided a complete brand identity and design for AGO Gas Stations in addition to actual signs, a partnership in establishing a look, feel and guidelines for their brand and locations.

CITYSIGN ERECTORS COMPLETE BRANDING SERVICES

CUSTOM BRAND VALUE Assigned to enhance your brand, implement the value, and effective to your audience. This is our unique process.

BRAND INTEGRATION We integrate our process, advertising, into your existing brand with quantitative research and a dedicated methodology.

DESIGN City Sign's value added design process translates the abstract idea into a tangible product which engages your clients. We'll leave the opportunity to see and understand all aspects of a project before production.

SITE APPLICATION Our team works with local municipality officials and regulators to ensure correct compliance and approval of your project. We frequently advocate for clients through an appeals and phased development process.

ENGINEERING City Sign has the capabilities to engineer products for unique and challenging site conditions, applications, and infrastructure. A dedicated engineering process promotes safety, savings, and a timely schedule.

MANUFACTURING City Sign takes advantage of a reliable manufacturing network of wholesale manufacturers.

INSTALLATION Over 10 years of field experience complement our field maintenance services. Our field staff are

MAINTENANCE Our program management is capable of managing service.

WARRANTY All City Sign products are offered with a standard 1 year warranty. Additional product warranties may apply and extended maintenance are available.

Company gasoline BRAND

CREATIVE SOLUTIONS

Additional References:

We are providing references below to again demonstrate longevity in providing design, manufacturing and installation of signage of a similar scope.

Project Name	Exterior Signage / Pylon Signage 6331 Kenowa Avenue SW Grandville, MI
Organization Name	Bio Life Plasma Services / Direct Client Wholesale CR Signs Cedar Rapids, IA
Client Point of Contact (POC)	Darin Grince
POC Phone	319-826-3608
POC Email	darin@crsignsinc.com
Contract #	N/A
Project Value	Approximately \$25,000
Start Date	December, 2013
Completion Date	August, 2014
Project Description	Install nationally manufactured pylon sign with natural stone façade at retail location.
Project Challenges	City Sign was able to achieve client permit variances and product installation on time for retail location grand opening.

Project Name	Exterior Signage, Structural Steel and Digital Signage
Organization Name	Gerald R Ford International Airport Kent County (Michigan)
Client Point of Contact (POC)	Robert Wilson
POC Phone	616-318-8998
POC Email	rwilson@grr.org
Start Date	March, 2008
Completion Date	Ongoing
Project Description	Fabricate and install custom galvanized and treated steel structures. Provide and integrate custom LED electronic signage system. Provide custom signage and branding elements. Ongoing site maintenance and services.
Project Challenges	City Sign was able to interface with the site client, contractor schedules, public access points, and FAA security requirements to facilitate efficient and timely site operations throughout installation and continuing on-call maintenance.

Project Name	Michigan State University Health and Human Medicine Grand Rapids Campus
Organization Name	Michigan State University Christman Construction Co / Poblocki Sign Company
Client Point of Contact (POC)	Jeremy Mertz, Poblocki Sign Company
POC Phone	414-453-4010
POC Email	jbm@poblocki.com
Contract #	N/A
Project Value	Approximately \$75,000
Start Date	2010
Completion Date	2010
Project Description	Design and install interior and exterior signage and architectural elements for newly built multi-story facility to house Michigan State University's Grand Rapids medical school campus.
Project Challenges	City Sign crews were able to install unique custom etched glass elements and architectural features within the building while accommodating general contractors schedule and firm completion date.

Price

City Sign Erectors offers a price of \$17,525.00 for an equivalent Optec Impact CV-20-RGB Series sign (see attached specification sheet).

Quality

City Sign team members are certified, licensed, insured and bonded with the State of Michigan.

- State licensed sign technicians
- State licensed electricians
- Certified welders
- ASME certified operators
- API safety certified
- PEC safety certified
- LED service certified



City Sign Erectors carries a fleet of six trucks, with trained and dedicated service, installation and maintenance crews. Our equipment is capable of reaching more than 140 feet.



Warranty

City Sign warrants all products we manufacture against defects in materials and workmanship for a period of one (1) year from the date of shipment. Optec provides a standard 5 year warranty on the display.



IMPACT CV RGB SERIES

5 YEAR WARRANTY

The CV Series provides full-featured video display capabilities housed in a rugged durable aluminum cabinet, designed to provide years of trouble-free service. The CV Series is controlled by Optec's user-friendly ViVid software package that supports common video formats such as .AVI, .MPEG, .MP4, .FLV and more in a simple, easy-to-program interface. This is ideal for customers who want the impact of full-color video at an economical price. This display utilizes an embedded Linux operating system, increasing reliability and protection from Windows and Trojan horse viruses.



HIGH BRIGHTNESS



FULL COLOR



IMPRESSIVE

SPECIFICATIONS

COLOR PROCESSING	16.7 Million
AVAILABLE COLORS	RGB
VIEWING ANGLE	140 / 70
AVERAGE LED LIFETIME	100,000 hours
GRAPHIC CAPABILITY	Text, Animation, Picture and Video
VIDEO FRAME RATE	30 FPS
VIDEO PROCESSING SPEED	633 Mhz
CONTRAST ENHANCEMENT	Non-reflective louvers
POWER	120 / 240VAC (50/60Hz) single phase
DIMMING	100 levels (automatic, scheduled or manual control)
CABINET CONSTRUCTION	Aluminum (UV and corrosion resistant)
SERVICEABILITY	Front or Rear
WATERPROOFING (FRONT/REAR)	IP65 / IP54
MANUFACTURING QUALITY STANDARD	ISO 9001
COMPLIANCE	ETL / UL48
WARRANTY	5 years parts and in factory labor
OPERATING TEMPERATURE	-30° F to 130° F
SOFTWARE	ViVid
COMMUNICATION OPTIONS	Ethernet CAT5, Ethernet Fiber Optic, Wireless Ethernet
AVAILABLE PIXEL PITCHES	12mm, 16mm, 20mm, 22mm, 25mm, 34mm



emc experts
EFFECTIVE MESSAGE CENTERS

1.800.876.1668

optec.com



IMPACT CV RGB SERIES

5 YEAR WARRANTY

MODEL CV-12-RGB (12mm Pitch)

- » Physical Pitch 12mm
- » LEDs/Pixel (3) 1R-1G-1B
- » LED Density 20,833 LEDs/M²
- » Brightness 11,000 NITS
- » Module Matrix 8(h) x 16(w) or 20(h) x 20(w)
- » Boot-Up Watts/Pixel 0.09w
- » Regular Operating Watts/Pixel 0.026w
- » Minimum Character Height 3.3"

MODEL CV-16-RGB (16mm Pitch)

- » Physical Pitch 16mm
- » LEDs/Pixel (3) 1R-1G-1B
- » LED Density 11,719 LEDs/M²
- » Brightness 10,000 NITS
- » Module Matrix 8(h) x 16(w) or 16(h) x 16(w)
- » Boot-Up Watts/Pixel 0.14w
- » Regular Operating Watts/Pixel 0.041w
- » Minimum Character Height 4.41"

MODEL CV-20-RGB (20mm Pitch)

- » Physical Pitch 20mm
- » LEDs/Pixel (3) 1R-1G-1B
- » LED Density 7,500 LEDs/M²
- » Brightness 10,000 NITS
- » Module Matrix 8(h) x 8(w) or 8(h) x 16(w)
- » Boot-Up Watts/Pixel 0.2w
- » Regular Operating Watts/Pixel 0.058w
- » Minimum Character Height 5.5"

MODEL CV-22-RGB (22mm Pitch)

- » Physical Pitch 22mm
- » LEDs/Pixel (3) 1R-1G-1B
- » LED Density 6,198 LEDs/M²
- » Brightness 8,500 NITS
- » Module Matrix 8(h) x 8(w) or 16(h) x 8(w)
- » Boot-Up Watts/Pixel 0.209w
- » Regular Operating Watts/Pixel 0.061w
- » Minimum Character Height 6"

MODEL CV-25-RGB (25mm Pitch)

- » Physical Pitch 25mm
- » LEDs/Pixel (3) 1R-1G-1B
- » LED Density 4,800 LEDs/M²
- » Brightness 8,500 NITS
- » Module Matrix 8(h) x 8(w) or 8(h) x 16(w)
- » Boot-Up Watts/Pixel 0.24w
- » Regular Operating Watts/Pixel 0.07w
- » Minimum Character Height 6.88"

MODEL CV-34-RGB (34mm Pitch)

- » Physical Pitch 34mm or 33.5mm
- » LEDs/Pixel (6) 2R-2G-2B
- » LED Density 5,190 LEDs/M²
- » Brightness 7,000 NITS
- » Module Matrix 8(h) x 12(w) or 8(h) x 8(w)
- » Boot-Up Watts/Pixel 0.364w
- » Regular Operating Watts/Pixel 0.106w
- » Minimum Character Height 9.37" or 9.25"



*All product specifications are subject to change without notice.



**INDUSTRY-LEADING
WARRANTY**

- » 5-year Parts and Labor Warranty – We stand behind our products
- » Advancement shipment of parts
- » Inventory of parts
- » 10-year parts availability

Optec Displays, Inc., 716 South Nogales Street | City of Industry, CA 91748 | fax: 626.369.7858



1.800.876.1668

optec.com

ORDINANCE NO. 8-15

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE
CITY OF WYOMING BY ADDING SUBSECTION (101) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (101) thereto, to read as follows:

(101) To rezone 5.1 acres from B-3 Planned Business to B-2 General Business (155 – 28th Street SW)

LEGAL DESCRIPTION:

PART OF SE 1/4 SE 1/4 COM AT SE COR OF SEC TH N 88D 08M 49S W ALONG S SEC LINE 815.45 FT TO BEG OF THIS DESC - TH N 88D 08M 49S W ALONG S SEC LINE 32.0 FT TH N 1D 09M 48S W PAR WITH E SEC LINE 200.0 FT TH N 88D 08M 49S W PAR WITH S SEC LINE 148.0 FT TH S 1D 09M 48S E PAR WITH E SEC LINE 200.0 FT TH N 88D 08M 49S W ALONG S SEC LINE 324.60 FT TO E 1/8 LINE TH N 0D 58M 49S W ALONG E 1/8 LINE 539.65 FT TH S 88D 08M 49S E 140.05 FT TH S 1D 51M 11S W 39.70 FT TH S 88D 08M 49S E 493.61 FT TO A PT 686.76 FT W FROM E SEC LINE TH S 1D 09M 48S E PAR WITH E SEC LINE 250.0 FT TO A PT 250 FT N FROM S SEC LINE TH N 88D 08M 49S W PAR WITH S SEC LINE 128.70 FT TH S 1D 09M 48S E 250.0 FT TO BEG EX THAT PART LYING SWLY OF A LINE DESC AS - COM AT S 1/4 COR TH S 88D 10M 12S E ALONG S SEC LINE 1455.99 FT TO BEG OF DESC LINE - TH N 55D 23M 08S W 125 FT TO PT OF ENDING * SEC 12 T6N R12W 5.80 A. SPLIT ON 05/28/2008 FROM 41-17-12-476-012

Section 2. This ordinance shall be in full force and effect on the _____ day of September, 2015.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the _____ day of September, 2015.

Kelli A. Vandenberg
Wyoming City Clerk



July 28, 2015

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

Ms. Kelli Vandenberg
City Clerk
Wyoming, MI

Subject: Request to rezone 5.1 acres from B-3 Planned Business to B-2 General Business. The property is located at 155-28th Street, SW.

Recommendation: To approve the subject rezoning request.

Dear Ms. Vandenberg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on July 21, 2015. A motion was made by Micele, supported by Hegyi, to recommend to City Council approval of the rezoning subject to acceptance of the voluntarily offered development agreement. The motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

The petitioner has optioned this property with the intention of developing an automobile sales / service facility and an attended car wash (see attached exhibits). Both facilities are allowable by Special Use Approval from the Planning Commission in the B-2 General Business zoning district. As such, they are requesting to rezone this property from B-3 Planned Business to B-2 General Business. If the rezoning is approved the petitioners would then apply for Special Use and Site Plan Approvals from the Planning Commission. If the property is rezoned to B-2 General Business the full range of uses under the Zoning Code would be permissible. The petitioners have voluntarily offered a development agreement (attached) to commit solely to the uses proposed. The development agreement would be entered into with the City Council at the time of rezoning. At this time there is no known use for the rear area balance of the property.

This property is a remnant from the K-Mart store developed in 1966. That store occupied the overall property for several decades but subsequently closed. An ancillary K-Mart out-building was previously located at the northeast corner of 28th Street and Buchanan Avenue. That was used for various commercial businesses until razed several years ago. The K-Mart building was rezoned in 1999 from B-3 Planned Business to I-1 Light Industrial to accommodate its conversion to Richwood Industries.

In 2013, the City also considered the rezoning of this subject property to B-2 General Business. That proposal was to accommodate a Speedway C-Store facility that would also provide diesel fuel for large trucks and tractors. That request was denied based on concerns over the negative land use, noise and traffic impacts of such a facility on the intersection and on adjoining properties.

The City of Wyoming Land Use Plan 2020 was adopted in 2006. It identifies the area on the north side of 28th Street and between Buchanan Avenue and Division Avenue as suitable for Mixed Use development. The purpose of the Mixed Use concept is “to transform this area into a walkable and accessible environment that is human scaled and will provide for a highly concentrated mix of compatible and complementary land uses of sufficient intensity to facilitate transit ridership.”

The proposed development is not mixed use, nor will it facilitate transit ridership. However, the proposed development will significantly enhance this corner by providing necessary investment and attractive facilities. The buildings are of modern architecture and will be placed near the street. The bulk of the parking will be behind the buildings. Attractive, and irrigated, 25 foot wide greenbelts would be placed along both street frontages. As such, the developments will enhance the walkability along the 28th Street corridor. It is envisioned that as economic vitality grows in this area these large parcels will redevelop into the cohesive and desired plan envisioned within the Land Use Plan.

The other three corners of this intersection are zoned B-2 General Business. The proposed rezoning would be identical.

Conformance with the City of Wyoming Sustainability Principals:

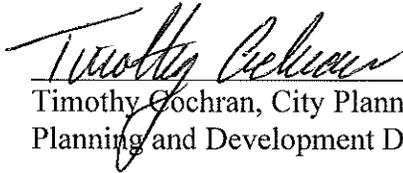
Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed rezoning and subsequent development would be beneficial to the long range community vision for this neglected area. The development would clean a blighted property and will encourage the redevelopment of nearby properties to enhance the overall economic strength of the 28th Street corridor. The proposed rezoning and subsequent development conforms to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council approval of the rezoning, subject to acceptance of the voluntarily offered development agreement.

At the public hearing, one nearby business owner spoke to the positive benefits this redevelopment would have in the immediate area. A motion was made by Micele to recommend to the City Council approval of the rezoning, subject to acceptance of the voluntarily offered development agreement. The motion was supported by Hegyi. After discussion, the motion passed unanimously.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services



101 W. Fourteen Mile Rd.
Madison Hts., MI 48071
P 248 577 5555
F 248 556 3020

July 7, 2015

Mr. Tim Cochran
City of Wyoming
Planning & Development
1155 28th Street SW
Wyoming, MI 49509

Dear Mr. Cochran;

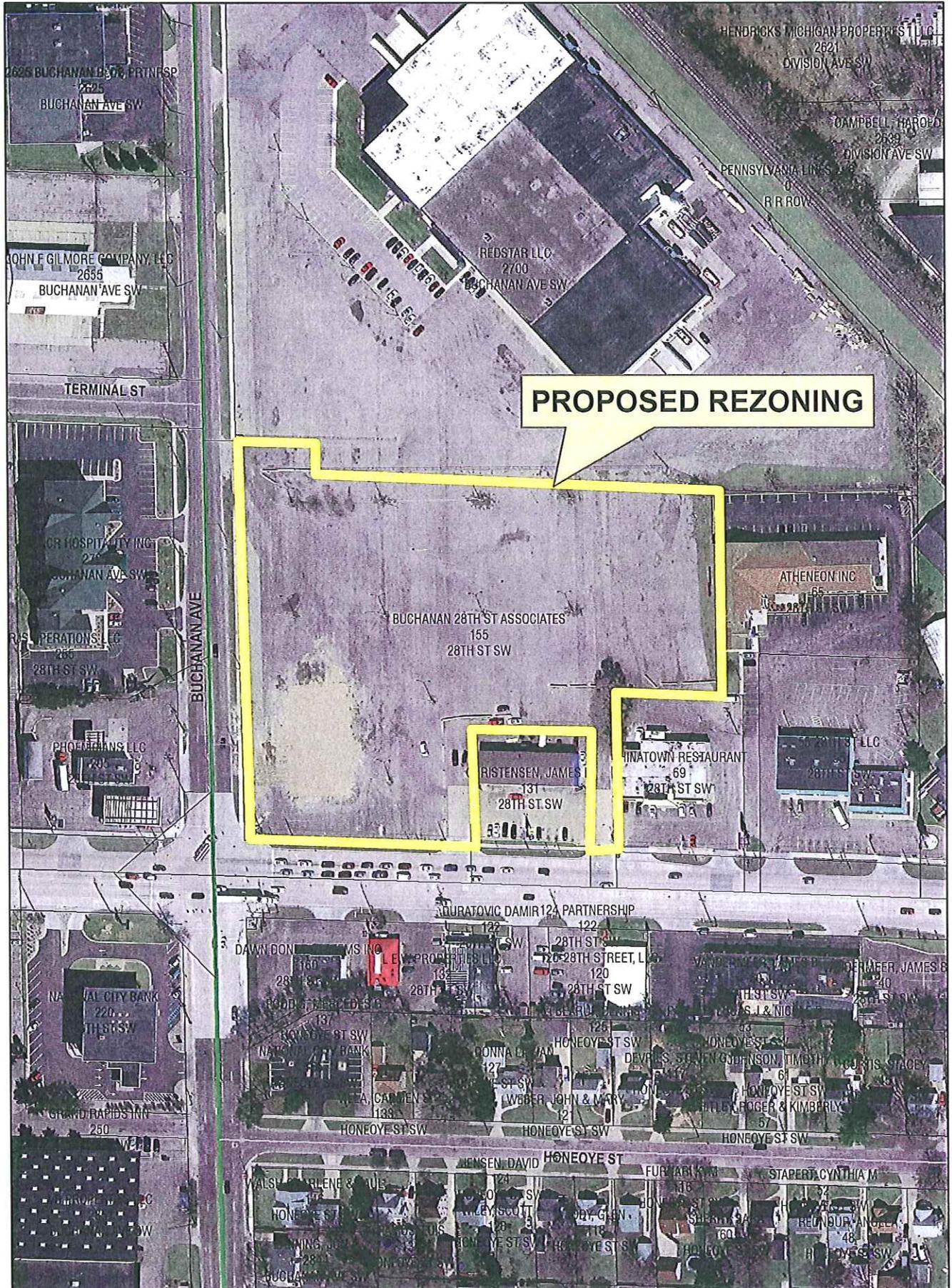
In accordance with section 405 of the Michigan Zoning Enabling Act, CARite Realty, LLC as the owner's representative make the following voluntary offer a condition to rezoning the property by the City of Wyoming.

1. The property to be rezoned is described as follows:
 - Address 155 28st SW, Wyoming
 - Parcel Number 41-17-12-476-013
 - Legal Description See Attached Site Plan Ventura & Associates Architects
Dated 6/18/15
2. The property will be rezoned from B-3 Business District, Planned Shopping to B-2 Business District, General.
3. The use of the property under B-2 zoning will be for a used car sales and service facility, along with a separate full service tunnel car wash as shown on the attached site plan. This also included external display of vehicle inventory.
4. Owner agrees to develop site as shown on site plan and would develop the area designated on site plan as Existing Undisturbed in conformity to existing plan and new zoning requirements.
5. Owners agree to comply with setbacks shown on Ventura & Associates Architects Site Plan dated 6/18/15.
6. This project will developed in phases. Phase one will include the new Dealership and Carwash. Later development will include Undisturbed area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lee P. Wells", with a long horizontal flourish extending to the right.

Lee P. Wells
President
CARite Realty, LLC
101 W 14 Mile Rd
Madison Heights, MI 48071



PROPOSED REZONING

2625 BUCHANAN BLVD, PRINTERS
BUCHANAN AVE SW

JOHN F GILMORE COMPANY, LLC
2655
BUCHANAN AVE SW

TERMINAL ST

CR HOSPITALITY INC
BUCHANAN AVE SW
R/S OPERATIONS, LLC
285
28TH ST SW

PHOENIXIANS LLC
225

BUCHANAN 28TH ST ASSOCIATES
155
28TH ST SW

RISTENSEN, JAMES
131
28TH ST SW

WINATOWN RESTAURANT
69
28TH ST SW

ATHENEON INC
65

HENDRICKS MICHIGAN PROPERTIES LLC
2621
DIVISION AVE SW

CAMPBELL HAROLD
2639
DIVISION AVE SW

PENNSYLVANIA LINES
R R ROW

DURATOVIC DAMIR 12A PARTNERSHIP
122

DAWN DON
160
28TH ST SW

LEW PROPERTIES LLC
135
28TH ST SW

120-28TH STREET, L
120
28TH ST SW

120-28TH ST SW

DEMEER, JAMES B
140
28TH ST SW

RODDI MERCED'S E
137
28TH ST SW

126

HONEOYE ST SW

HONEOYE ST SW

HONEOYE ST SW

HONEOYE ST SW

127

DONNA L
127
HONEOYE ST SW

WEBBER, JOHN & MARY
121
HONEOYE ST SW

DEVIN S STEVEN JOHNSON TIMOTHY
121
HONEOYE ST SW

HONEOYE ST SW

HONEOYE ST SW

GRAND RAPIDS INN
250

WALSLEY CHARLENE & GUY
124
HONEOYE ST SW

124

124

124

124

124

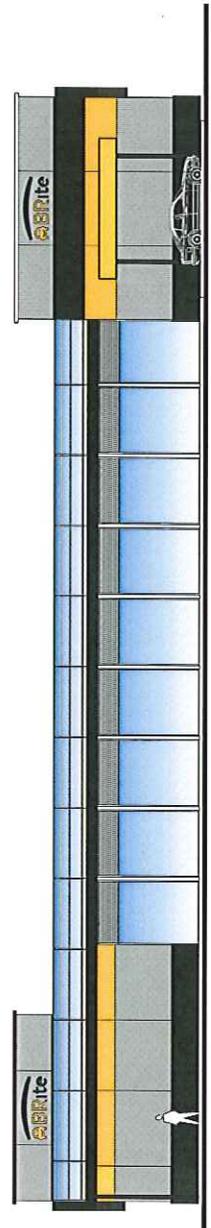
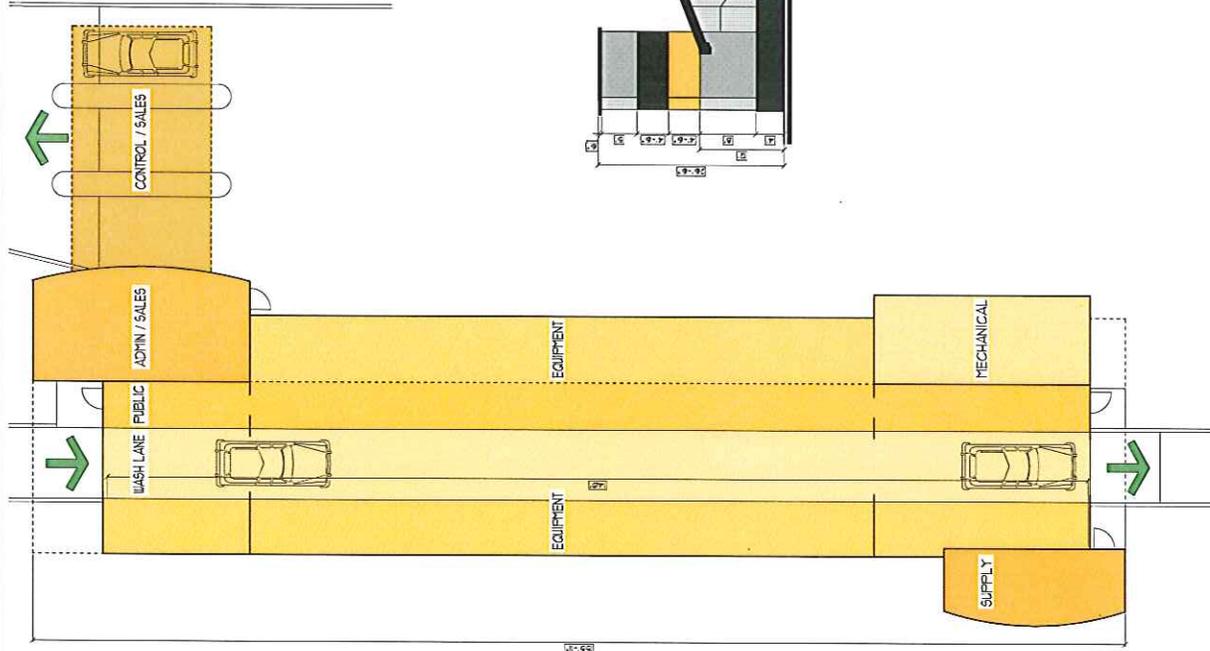
124

124

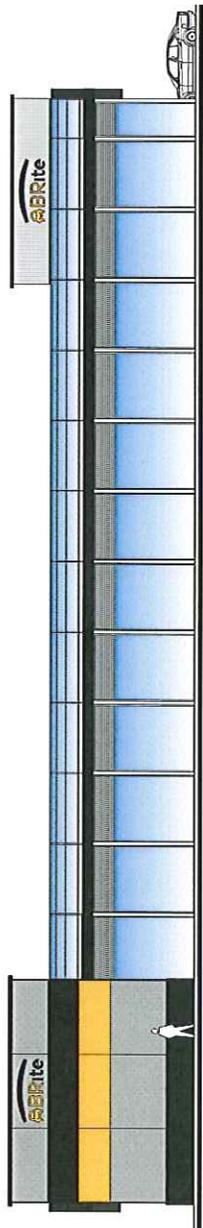
124

124

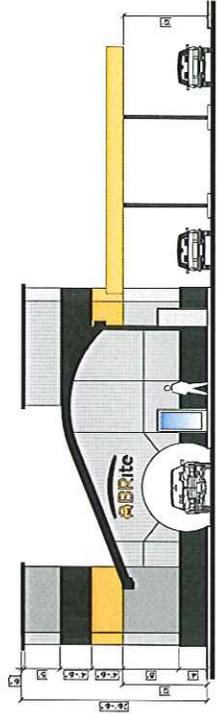
124



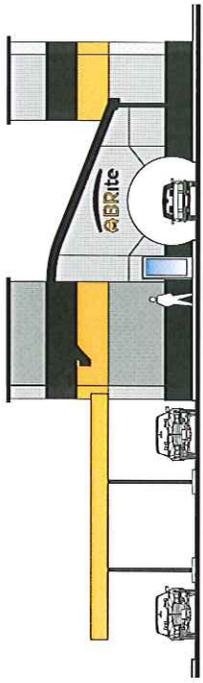
EAST ELEVATION (140 FT BUILDING)



WEST ELEVATION (140 FT BUILDING)



SOUTH ELEVATION (EXIT)



NORTH ELEVATION (ENTRY)
PROPOSED CAR WASH

AREA: 5,400 SF. ±

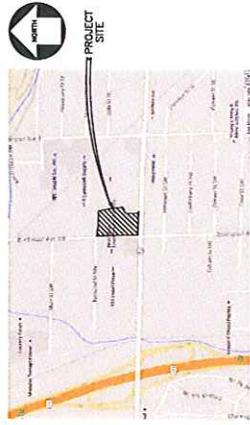
PROPOSED AUTOMOBILE
SALES & SERVICE AND
CAR WASH (ATTENDED)



WYOMING, MICHIGAN

PROJECT NUMBER: 15026
SHEET NUMBER: D4
ISSUED FOR: SITE PLAN SUBMISSION
DATE: 04/17/16
VENUE & ASSOCIATES ARCHITECTS
411 W. 13
ANN ARBOR, MICHIGAN 48107
TEL: 734.763.4900
WWW.VENUEANDASSOCIATES.COM

BUILDING PLAN (140 FT BUILDING)



LOCATION MAP
NOT TO SCALE

REQUIREMENT SUMMARY

FRONTIARDS AND SECONDARY FRONTIARDS REQUIREMENTS	463 LT.
(NOT INCLUDING DRIVE DRIVEWAYS)	50
(MINIMUM 10' WIDE PER 100' LT.)	50
2ND STREET FRONTAGE	75 LT.
(MINIMUM 10' WIDE PER 100' LT.)	5
DECIDUOUS TREES REQUIRED	5
LANDSCAPE MATERIALS PROVIDED	5
PERENNIALS PLANTS REQUIRED	5
LANDSCAPE MATERIALS PROVIDED	5
PERENNIALS PLANTS PROVIDED	5
INTERIOR LANDSCAPE AREA REQUIRED	500 SQ. FT.
(MINIMUM 10' WIDE PER 100' LT.)	4
GREENBELT LANDSCAPE REQUIREMENTS	
(INCLUDING DRIVE DRIVEWAYS)	1075 SQ. FT.
(NOT INCLUDING DRIVE DRIVEWAYS)	100 SQ. FT.
(MINIMUM 10' WIDE PER 100' LT.)	100 SQ. FT.
LANDSCAPE MATERIALS PROVIDED	1075 SQ. FT.
PERENNIALS PLANTS PROVIDED	1075 SQ. FT.
LANDSCAPE MATERIALS PROVIDED	1075 SQ. FT.
PERENNIALS PLANTS PROVIDED	1075 SQ. FT.

SITE SEED MIX NOTES

*ROOT CLAMS A SEED MIX TO BE USED FOR ALL LAWN AREAS, IRRIGATED AND NON-IRRIGATED AND REAR/LAWN AREAS.

IRRIGATED/ROULED LAWN

NON-IRRIGATED/SEEDED LAWN

DECIDUOUS TREES MATERIAL LIST

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT
1	TR	ACER PLATANIFOLIA 'OLYMPIAN'	SMOOTH LEAFED NORWAY SPRUCE	36"	BIB
4	TR	QUERCUS ALBA 'PATRIOT'	WHITE OAK	36"	BIB
TOTAL	TR				BIB

EVERGREEN SHRUBS MATERIAL LIST

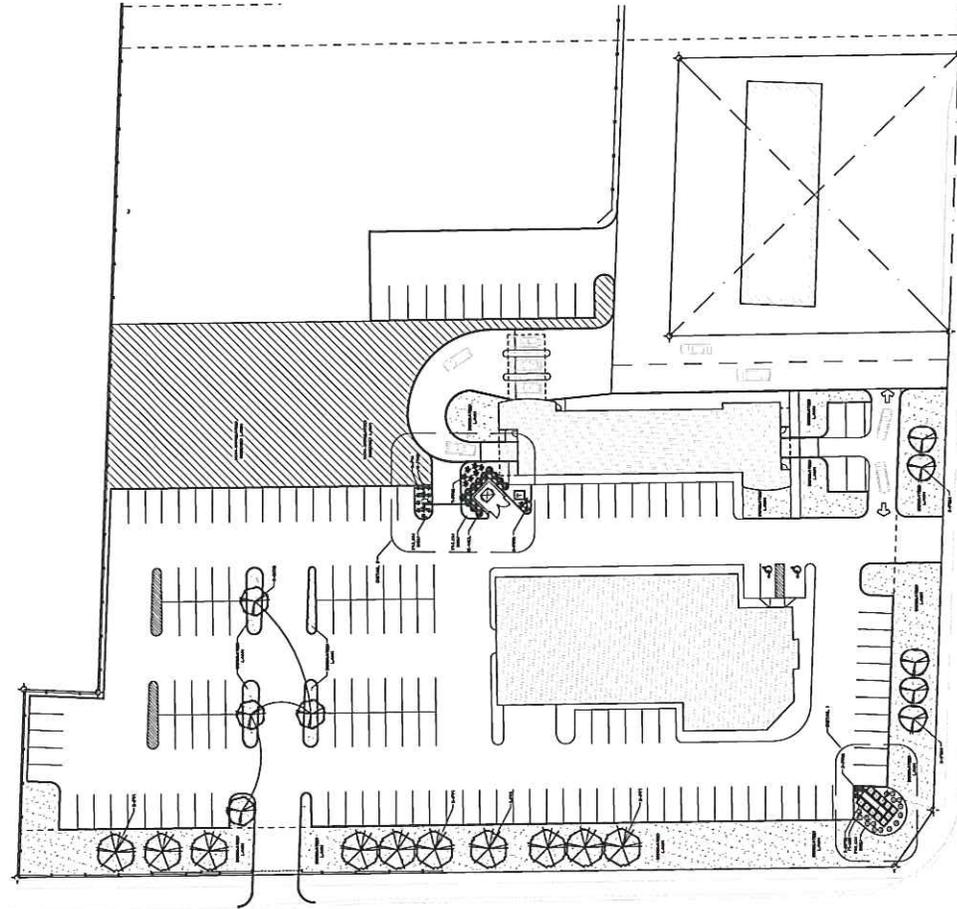
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT
1	GPB	BUXUS 'GREEN HOUSTON'	GREEN HOUSTON BOXWOOD	9"	CONT
TOTAL	GPB				CONT

DECIDUOUS SHRUBS MATERIAL LIST

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT
1	VCL	VIORNIETIA 'CHICAGO LIBERTY'	CHICAGO LIBERTY VIBURNUM	36"	CONT
1	CR	POSA 'FUSCA CARPET RED'	CARPET POSEY	9"	CONT
TOTAL	TR				CONT

PERENNIALS PLANTS MATERIAL LIST

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT
1	FRG	CALLYPSOCHORIS AUB.	FALL BLOOMING HEATHER REED ORNAMENT	36"	CONT
1	FR	HOSTA 'PATRIOT'	PATRIOT HOSTA	9"	CONT
TOTAL	TR				CONT



PRELIMINARY LANDSCAPE PLAN

CARIE DEALERSHIP / CARWASH

PROJECT NO. 15.113
DATE 9/17/15

PROJECT NO. L-1

© 2015

P.O. Box 542
1444 Orion, Michigan 48361-0542
F: 248.640.7144
W: www.conroy.com



CONROY AND ASSOCIATES, INC.
111 W. 13 MILE RD. SUITE 100
TROY, MI 48068
TEL: 248.640.7144
WWW.CONROY.COM



CONCEPTUAL PLAN
NOT FOR CONSTRUCTION

PRELIMINARY LANDSCAPE PLAN



DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is executed this _____ day of _____, 2015 between the **CITY OF WYOMING**, a Michigan Municipal Corporation, whose address is 1155 – 28th Street S.W., Wyoming, Michigan 49509 (the “**City**”) and **CARite Realty, LLC**, whose address is 101 W. 14 Mile Road, Madison Heights, MI 48071 (the “**Developer**”)

RECITALS

A. The Developer owns or has the right to own 5.1 acres of real property located at 155 – 28th Street S.W., in the City of Wyoming, Kent County, Michigan (the “**Property**”), more specifically described as follows:

See attached legal description

B. In reliance on their mutual promises and in order to memorialize their understanding, the parties have agreed to enter into this Agreement.

AGREEMENT

For good and valuable consideration including, but not limited to, the agreements herein, the sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Conditions of Approval. Pursuant to a voluntary offer by the Developer in accordance with the provisions of section 405 of the Michigan Zoning Enabling Act (MCL 125.3405), the Property shall be developed in accordance with that voluntary offer as contained in this Agreement (Exhibit A, hereinafter the “Development Plan”). The development of the Property will be subject to and is conditioned upon action by the City Council. This Agreement shall only become effective if the City rezones the Property from B-3 Planned Business to B-2 General Business. The City is not obligated hereby to rezone the Property.

Section 2. Compliance with Laws, Ordinances, Permits. If approval of the Property is given by the City pursuant to Section 1, the Developer will construct on and operate the Property in accordance with the Development Plan. In developing the Property, Developer agrees to comply with all state and local laws, ordinances, and regulations as well as the terms of this Agreement. It is understood and agreed that except as expressly provided for herein, development of the Property must comply with the City’s Zoning Code.

Section 3. Compliance with City Approvals. Without limiting the provisions of Section 2, the Developer agrees to design, develop, construct and operate the Property in accordance with this Agreement, Exhibit B attached and any and all approvals received from the City and/or its various bodies, officers, departments and commissions including, without limitation, any approved final plans approved pursuant to this Agreement as well as the terms and conditions of this Agreement.

Section 4. Final Site Plan Sequencing. Prior to the issuance of building permits for the Property, the Developer shall submit for the review and approval of the City Planning Commission a final site plan. In their review of the final site plan, the Planning Commission shall rely on the standards of review contained in the City Zoning Code. Approval of the final site plans presented shall not be unreasonably withheld or delayed. Final site plans substantially conforming to the Development Plan shall be deemed reasonably acceptable.

Section 5. Amendments to Final Site Plans. Major changes to a final site plan shall be applied for by the Developer to the City and any major changes approved shall be: (1) identified as a separate addendum to this Agreement which shall be signed by all parties and recorded with the Kent County Register of Deeds and (2) noted on the final site plan which notation shall be signed by the City with the date of the approval of the amendment. Any change not considered a minor change shall be considered a major change. The Planning Director, in accordance with the Zoning Ordinance and the subsections below, shall determine whether the change is major or minor. Any approved minor change shall be noted on the final plan, which notation shall be signed by the Planning Director with the date of the approval of the amendment. "Minor changes" shall include, but not be limited to, the following:

(1) Movement of buildings or other structures by no more than ten feet (10');

(2) Changes permitted, required or requested by the City or other governmental regulatory agency in order to conform to other laws or regulations, or to obtain building approvals or permits; or

(3) A decrease in the size of a building.

Section 6. Public Utilities. Public electricity, telephone, gas, water and sanitary sewer service ("**Public Utilities**") shall be available to the Property. Public Utilities (except streetlights) shall be installed and maintained underground if required by the City. Prior to issuing any building permits for the Property a complete grading and utility plan for the Property shall be submitted for the review and approval of the City Engineer. All costs of installation and connection to public utilities shall be at Developers sole expense.

Section 7. Stormwater. The Developer shall apply for and obtain the approval of the Kent County Drain Commission for stormwater improvements for the Property which, if any, are subject to the jurisdiction of the Kent County Drain Commission. All other stormwater improvements shall be subject to the review and approval of the City Engineer.

Section 8. Amendment. This Agreement may only be amended in writing, signed by all parties.

Section 9. Recording and Binding Effect. The obligations under this Agreement are covenants that run with the land, and thus bind successors in title of the Property.

Section 10. Miscellaneous.

A. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

B. Notices. Any and all notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address first above given.

C. Waiver. No failure or delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

D. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws thereof.

E. Authorization. The parties affirm that their representatives executing this Agreement on their behalf are authorized to do so and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved. The Developer further affirms that it is not in default under the terms of any land contract for all or part of the Property.

[The remainder of this page has intentionally been left blank]

The parties have executed this Agreement on the day and year first above written.

CITY OF WYOMING

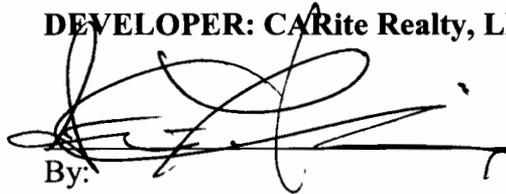
Jack A. Poll
Its Mayor

Kelli A. Vandenberg
Its Clerk

Acknowledged before me in Kent County, Michigan on this _____ day of _____, 2015, by Jack A. Poll and Kelli A. Vandenberg, Mayor and City Clerk, respectively, of the City of Wyoming, a Michigan Municipal Corporation, on behalf of the City.

Notary Public, _____ County, Michigan
My commission expires: _____

DEVELOPER: CARite Realty, LLC



By:
Member

Acknowledged before me in Kent County, Michigan, on this 1st day of September, 2015, by Steven F Bailey, Member of CARite Realty, LLC.

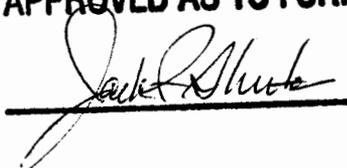
**Notary Public
Veronica L Aldrich
County of Kent
My Comm Exp 5/15/18**



Notary Public, Kent County, Michigan
My commission expires: 5/15/18

Prepared on behalf of Developer by:
Jack R. Sluiter
1799 RW Berends Dr. S.W.
Wyoming, MI 49519

When Recorded Return to:
City of Wyoming
1155 - 28th St. S.W.
Wyoming, MI 49509

APPROVED AS TO FORM:


LEGAL DESCRIPTION

Real property in the City of Wyoming, County of Kent, State of Michigan, described as follows:

All that part of the Southeast 1/4 of Section 12, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Southeast corner of said Section 12; thence North 88 degrees 08 minutes 49 seconds West 815.45 feet, along the South line of said Section 12, to the place of beginning of this description; thence continuing North 88 degrees 08 minutes 49 seconds West 32.00 feet along said South line; thence North 01 degree 09 minutes 48 seconds West 200.00 feet parallel with the East line of said Section 12; thence North 88 degrees 08 minutes 49 seconds West 148.00 feet parallel with said South line; thence South 01 degree 09 minutes 48 seconds East 200.00 feet, parallel with said East line, to the South line of said Section 12; thence North 88 degrees 08 minutes 49 seconds West 324.60 feet, along said South line, to the historical West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12, said West line also being the centerline of Buchanan Avenue (80.00 feet wide); thence North 00 degrees 58 minutes 49 seconds West 539.65 feet along said centerline; thence South 88 degrees 08 minutes 49 seconds East 140.05 feet; thence South 01 degree 51 minutes 11 seconds West 39.70 feet to a line 500 feet Northerly of and parallel with the South line of said Section 12; thence South 88 degrees 08 minutes 49 seconds East 493.61 feet to a point 686.76 feet Westerly of the East line of said Section 12; thence South 01 degree 09 minutes 48 seconds East 250.00 feet, parallel with said East line, to a line 250.00 feet Northerly of and parallel with the South line of said Section 12; thence North 88 degrees 08 minutes 49 seconds West 128.70 feet, along said line, to the a line bearing North 01 degree 09 minutes 48 seconds West from the place of beginning; thence South 01 degree 09 minutes 48 seconds East 250.00 feet to the place of beginning.

Excepting Therefrom All that part of the above property which lies Southwesterly of a line described as: Beginning on the South line of the Southeast 1/4 of Section 12, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, at a point located South 88 degrees 10 minutes 12 seconds East 1455.99 feet from the South 1/4 corner thereof; thence North 55 degrees 23 minutes 08 seconds West 125 feet to a point of ending.

9/8/15
Clerk/RG

ORDINANCE NO. 9-15

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE
CITY OF WYOMING BY ADDING SUBSECTION (102) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (102) thereto, to read as follows:

(102) To rezone 1.8 acres from I-1 Light Industrial to B-1 Local Business
(485 – 44th Street SE)

LEGAL DESCRIPTION:

Lot 67, also the South 50 feet of that part of Lot 64 lying East of the East line of Lot 66, Kent Industrial Center No. 2, part of Section 19, T6N, R11W, City of Wyoming, Kent County, Michigan.

Section 2. This ordinance shall be in full force and effect on the _____ day of October, 2015.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the _____ day of October, 2015.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 9-15



August 26, 2015

Ms. Kelli Vandenberg
City Clerk
Wyoming, MI

Subject: Request to rezone 1.8 acres from I-1 Light Industrial to B-1 Local Business. The property is located at 485 – 44th Street, SE.

Recommendation: To approve the subject rezoning request.

Dear Ms. Vandenberg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on August 18, 2015. A motion was made by Micele, supported by Hegyi, to recommend to City Council approval of the rezoning. The motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

The petitioner has optioned this property with the intention of redeveloping the existing vacant bank building into a Jimmy John’s restaurant with a drive through (see attached exhibits). The proposed use would be allowable by Special Use Approval from the Planning Commission in the B-1 Local Business zoning district. This is the same zoning which is on the property immediately east, which is used also for a drive through restaurant. If the rezoning is approved, the petitioner would then apply for Special Use and Site Plan Approvals from the Planning Commission. Staff had the following additional comments:

1. The City of Wyoming controls only the small area on the north side of 44th Street east of Division Avenue between Madison Avenue and Roger B Chaffee. The remainder is controlled by the City of Kentwood. Properties in this area in Kentwood are a mixture of industrial and commercial uses, including a nearby Arby’s restaurant with drive through service. The adjoining property to the east is zoned B-1 Local Business and has a drive through restaurant use.
2. The City of Wyoming Land Use Plan was adopted in 2006. This site is recommended for Business Industrial uses as part of the entire Roger B. Chaffee corridor. The proposed restaurant use is contrary to the general recommendation of the Land Use Plan. However, The Business Industrial category specifically recommends “In mature areas where underutilized or vacant facilities must be reinvigorated, the primary emphasis must be placed on attracting new users and

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

creating a stabilizing force for the surrounding neighborhoods.” The proposed restaurant use would repurpose this property and would be compatible with other nearby drive through restaurant uses along 44th Street.

3. This section of 44th Street is a four lane boulevard carrying approximately 28,000 vehicles per day. The proposed reuse of the 1,975 square foot building to a restaurant can be readily accommodated by 44th Street. There is also direct access to Roger B. Chaffee. A restaurant use, in close proximity and serving the large workforce along Roger B. Chaffee, would reduce the number of vehicles venturing further along the major thoroughfares to commercial areas along Division Avenue or 28th Street.

Conformance with the City of Wyoming Sustainability Principals:

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed rezoning and subsequent redevelopment would be beneficial to this mixed industrial and commercial area. The redevelopment would repurpose a long-term vacant property. This will enhance the overall economic strength of the 44th Street corridor. Some employment will occur with the restaurant use. The proposed rezoning and subsequent redevelopment to a Jimmy John’s restaurant conforms to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council approval of the rezoning.

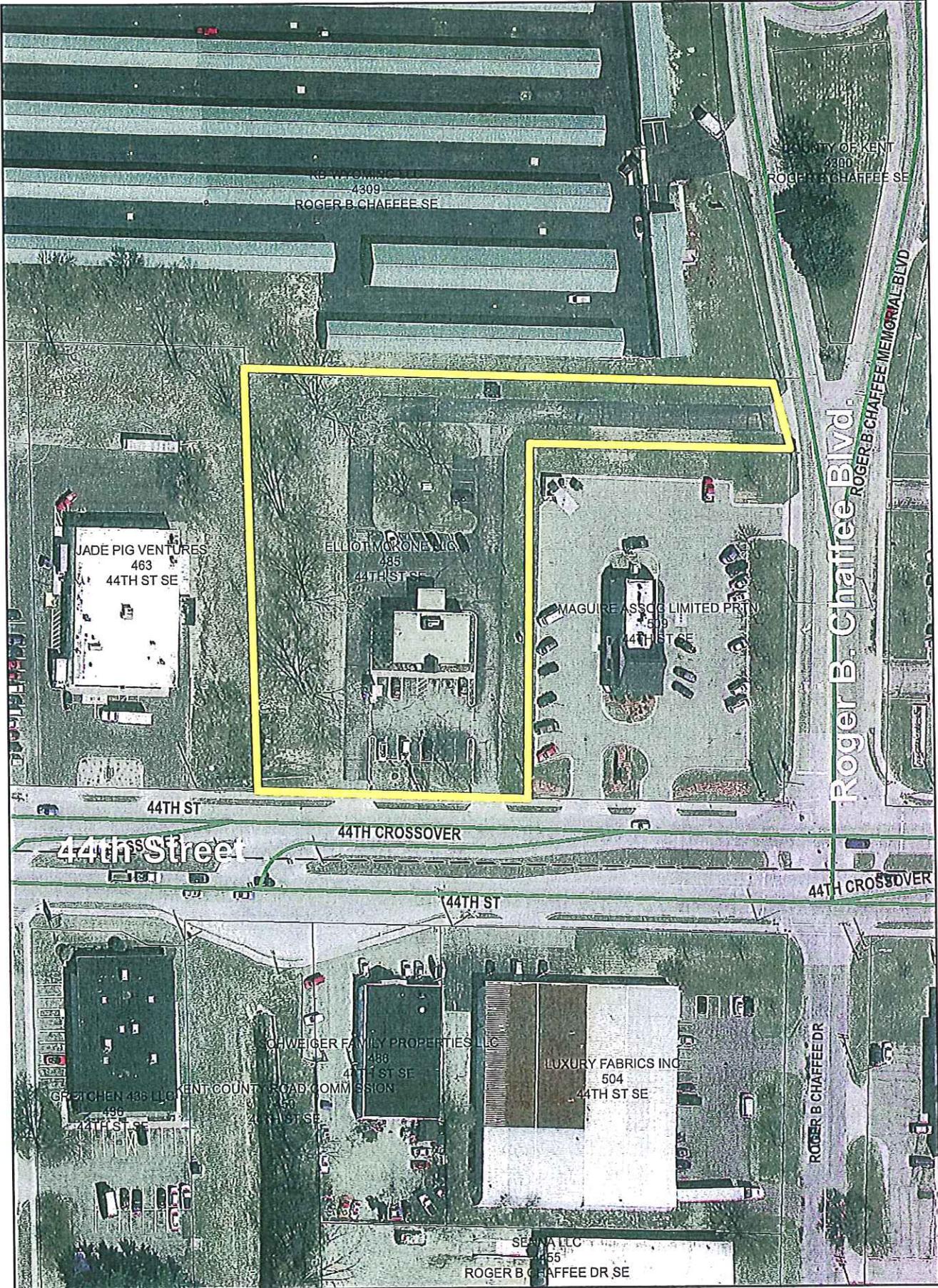
There were no comments made at the public hearing. A motion was made by Micele to recommend to the City Council approval of the rezoning. The motion was supported by Hegyi. After discussion, the motion passed unanimously.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services



ROGER B. CHAFFEE SE
4309

COUNTY OF KENT
4390
ROGER B. CHAFFEE SE

JADE PIG VENTURES
463
44TH ST SE

ELLIOT MCNEUG
485
44TH ST SE

MAGUIRE ASSOC LIMITED PRTN
489
44TH ST SE

44TH ST

44TH CROSSOVER

44th Street

44TH CROSSOVER

44TH ST

SCHWEIGER FAMILY PROPERTIES LLC
488
44TH ST SE

LUXURY FABRICS INC
504
44TH ST SE

GRZETCHEN 436 LLC
436
44TH ST SE

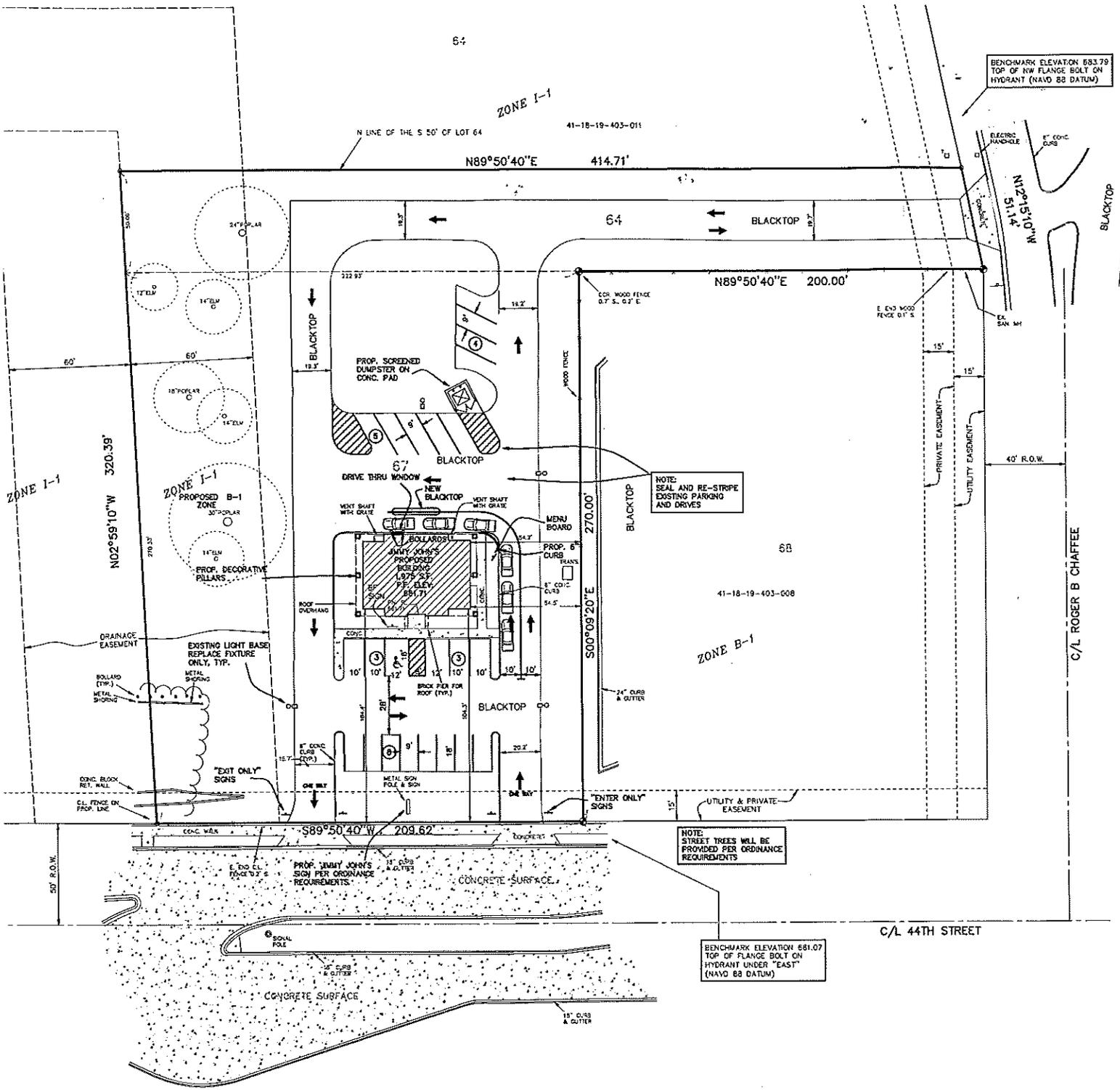
KENT COUNTY ROAD COMMISSION
450
44TH ST SE

SENA LLC
455
ROGER B. CHAFFEE DR SE

ROGER B CHAFFEE DR

Roger B. Chaffee Blvd.

ROGER B. CHAFFEE MEMORIAL BLVD



BENCHMARK ELEVATION 683.79
TOP OF NW FLANGE BOLT ON
HYDRANT (NAVD 88 DATUM)

NOTE:
SEAL AND RE-STRIPE
EXISTING PARKING
AND DRIVES

NOTE:
STREET TREES WILL BE
PROVIDED PER ORDINANCE
REQUIREMENTS

BENCHMARK ELEVATION 681.07
TOP OF FLANGE BOLT ON
HYDRANT UNDER "EAST"
(NAVD 88 DATUM)

64

ZONE I-1

41-18-19-403-011

N LINE OF THE S 50' OF LOT 64

N89°50'40"E 414.71'

64

BLACKTOP

N89°50'40"E 200.00'

CONC WOOD FENCE
0.7' S. 0.2' E.

E END WOOD
FENCE 0.1' S.

N12°15'10"W
51.14'

BLACKTOP

ZONE I-1

N02°59'10"W 320.39'

ZONE I-1
PROPOSED
ZONE B-1

PROP. DECORATIVE
PILLARS

68

41-18-19-403-008

ZONE B-1

C/L ROGER B CHAFFEE

DRAINAGE
EASEMENT

EXISTING LIGHT BASE
REPLACE FIXTURE
ONLY, TYP.

BOLLARD
(TYP.)
METAL
SHORING

METAL
SHORING

CONC. BLOCK
RET. WALL

CL. FENCE ON
PROP. LINC.

"EXIT ONLY"
SIGNS

8" CONC.
CURB
(TYP.)

OR BAY

10'

10'

12'

12'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

S89°50'40"W 209.62'

PROP. JIMMY JOHN'S
SIGN PER ORDINANCE
REQUIREMENTS

CONCRETE SURFACE

24" CURB
& GUTTER

"ENTER ONLY"
SIGNS

UTILITY & PRIVATE-
EASEMENT

C/L 44TH STREET

CONCRETE SURFACE

18" CURB
& GUTTER