AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, AUGUST 21, 2023, 7:00 P.M.

1) **Call to Order**
2) **Invocation –** Pastor Mike Young, Newhall Christian Fellowship Church
   If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
3) **Pledge of Allegiance**
4) **Roll Call**
5) **Student Recognition**
6) **Approval of Minutes**
   From the August 7, 2023 Regular Meeting
7) **Approval of Agenda**
8) **Public Hearings**
   If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
   7:01 p.m. To Consider the Establishment of an Industrial Development District for Orka Automation and Component Engineering
   7:02 p.m. To Consider Use of the 2023 Edward Byrne Memorial Justice Grant Funds for Program Activities
9) **Public Comment on Agenda Items**
   This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
10) **Presentations and Proclamations**
    a) Presentations
       1. John Weiss, Grand Valley Metro Council
    b) Proclamations
11) **Petitions and Communications**
    a) Petitions
    b) Communications
12) **Reports from City Officers**
    a) From City Council
    b) From City Manager
13) **Budget Amendments**
14) **Consent Agenda**
    All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request

removal from the Consent Agenda.

a) To Appoint Erin Sharee Castillo as a Member of the Tree Commission for the City of Wyoming

b) To Appoint Tonya AdkinsMcKeever as a Member of the Tree Commission for the City of Wyoming.

15) Resolutions

c) Of Sympathy to the Family of Sam Bolt

d) To Recognize Godwin Golden G, Inc. as a Nonprofit Organization

e) To Establish an Industrial Development District Pursuant to Act 198, Public Acts of 1974, as amended for 2630 Remico Street, SW, Wyoming, MI

f) To Approve the Edward Byrne Memorial Justice Assistance Grant Application

g) To Purchase, Acquire and Construct Improvements to the Sewage Disposal System and to Publish Notice of Intent to Issue Revenue Bonds

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

h) To Concur with the Emergency Rental of Air Injection Equipment at the Clean Water Plant

i) To Accept an Agreement for Rental of a Blower Unit and Authorize Emergency Installation Expenses

j) To Approve Amendment Number One for Engineering and Design Work for the Activated Sludge Blower System Project

k) To Approve Amendment Number Two for the Third Transmission Pipeline Project

l) To Accept a Proposal for Engineering and Design Work of a Surge Suppression System

m) To Authorize the Purchase of Asphalt and Concrete Leveling Sealant

n) To Extend the Bid for Gasoline and Diesel Fuel

o) To Accept a Quote for the Purchase and Installation of Security Camera Systems

p) For Award of Bids

1. Digester Feasibility Study
2. Water and Sewer Rate Study

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.[1]

20) Closed Session (as necessary)

21) Adjournment

1 Excerpt from section 1.10 of the Wyoming City Council Rules of Procedure:

D. During a meeting:

1. Persons wishing to speak on an item on the agenda and for which there is not a public hearing, may address the city council during the public comment period near the beginning of the meeting. Persons addressing the city council during this period will be asked to identify the agenda item they are addressing.
2. Persons wishing to speak on an item that is not on the agenda may address the city council during the "acknowledgement of visitors" near the end of the meeting. This is not an open public forum. It is an opportunity to address the city council on items within city purview. It is not a time to address items outside the city purview.

E. Requirements for spoken comments:

1. All comments must be addressed to the city council. Speakers must refrain from addressing an audience or recording device.
2. Speakers will be limited to a single 3-minute presentation. Additional information may be presented in writing. When a single spokesperson is speaking for a group of persons, the chair may, in the discretion of the chair, allow that individual additional speaking time in lieu of having multiple persons speak.
3. Signs, banners, and other visual displays are not allowed in the council chambers or any other council meeting location, except by prior arrangement. Visual displays that are only statements generally will not be allowed. Visual displays that are depictions of data, photos or videos of scenes or events, or otherwise aids in understanding may be used by prior arrangement. If allowed by prior arrangement, they must be placed on the table for view of the overhead camera or in a form to otherwise connect to the visual display system in the council chambers so they can be displayed on the screens to all in the council chambers and can be televised with the meeting.
4. Persons addressing the city council should not expect any dialog or debate. Public hearings and other public participation periods are times for providing information and views to the city council.
5. However, the meeting chair may direct city staff or others to respond to specific issues, to collect additional information for follow-up, to clarify information, or direct other action as the chair, in the chair's discretion, deems appropriate.
6. All spoken comments must be made at the podium using the microphone provided there.
7. Comments must be made by individuals speaking one at a time (except when the speaker requires assistance). Speakers may freely express passion and emotion. However, comments must be respectful of the city council and others. Personal attacks, cursing or coarse language, inappropriately excessive volume, threats, and defamatory comments will be out of order.
8. If speakers agree with statements made by earlier speakers, they are encouraged to express their agreement without repeating comments already made. The chair may respectfully interrupt or curtail unduly repetitive comments.

F. Applause, cheering, booing, catcalls, whistling, and other disruptive noise will be out of order and those engaging in or encouraging such conduct will be escorted from the meeting.

G. Talking on a cell phone, or rings or other audible alerts from a cell phone or other electronic device, are disruptive and will be deemed out of order. Those possessing or using such devices so as to be audible to others at a meeting will be escorted away from the place of the meeting.

H. The chair, in the chair's discretion, or at the request of the city council, may terminate or limit public participation portions of meetings in order to attend to other items on the agenda or to adjourn at a reasonable time. Such discretion should be exercised with care to ensure members of the public have reasonable opportunities to address the city council.

The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings. Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.

Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Cuidad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horasantes de la reunion para hacer arreglos para el alojamiento apropiado.

08/21/23
Clerk/IJ

RESOLUTION NO. _____

RESOLUTION TO APPOINT ERIN SHAREE CASTILLO AS A MEMBER OF THE TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Erin Sharee Castillo has submitted an application requesting appointment to the Tree Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2027.
3. Mayor Kent Vanderwood has recommended that Erin Sharee Castillo be appointed as a member of the Tree Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Erin Sharee Castillo to the Wyoming Tree Commission for the term ending June 30, 2027.

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 August 21, 2023.

_____
Kelli A. VandenBerg, Wyoming City Clerk

08/21/23
Clerk/IJ

RESOLUTION NO. _____

RESOLUTION TO APPOINT TONYA ADKINSMCKEEVER AS A MEMBER OF THE TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Tonya AdkinsMcKeever has submitted an application requesting appointment to the Tree Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2027.
3. Mayor Kent Vanderwood has recommended that Tonya AdkinsMcKeever be appointed as a member of the Tree Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Tonya AdkinsMcKeever to the Wyoming Tree Commission for the term ending June 30, 2027.

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 August 21, 2023.

_____
Kelli A. VandenBerg, Wyoming City Clerk

08/10/2023
City Clerk/KV

RESOLUTION NO. _____

RESOLUTION OF SYMPATHY
TO THE FAMILY OF SAM BOLT

WHEREAS:

1. Sam Bolt passed away Thursday, August 10, 2023.
2. Sam was elected to serve on the Wyoming City Council in 2005, was elected to the role of Councilmember-at-Large and through subsequent elections, served continuously in that role until 2022.
3. Sam was chosen by members of the City Council to serve as Mayor Pro Tem and served in that role from 2009 through 2022.
4. Sam dedicated many years of service to the residents of the City of Wyoming serving as an election inspector on the City's Absentee Voter Counting Board, and as a member of various boards and commissions including the Retirement Board, Grand Valley Metropolitan Council, the West Michigan Regional Planning Commission, the Kent County Waste-to-Energy Advisory Committee and Family Network of Wyoming.
5. Sam dedicated many years of service to the City of Wyoming and the surrounding region, working daily toward the betterment of the community, and always making Wyoming residents and staff a priority in making decisions.
6. The City of Wyoming gratefully acknowledges Sam's significant public service record and the many contributions he made to his community and the greater area.
7. Sam will be missed by his family, friends, and colleagues in public service.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council and the entire staff of the City of Wyoming extend deepest sympathies to Sam's wife Marcia, his children, grandchildren, extended family, and friends.

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 August 21, 2023.

_____
Kelli A. VandenBerg, Wyoming City Clerk

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a regular (REGULAR OR SPECIAL) meeting of the Wyoming City Council (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD)

called to order by _____ on August 21, 2023 (DATE)

at _____ (TIME) a.m./p.m. the following resolution was offered:

Moved by _____ and supported by _____

that the request from Godwin Golden G, INC (NAME OF ORGANIZATION) of Wyoming (CITY), 1536th ST SW

county of KENT (COUNTY NAME), asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses, be considered for _____ (APPROVAL/DISAPPROVAL).

APPROVAL		DISAPPROVAL	
Yeas:	_____	Yeas:	_____
Nays:	_____	Nays:	_____
Absent:	_____	Absent:	_____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the Wyoming City Council (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD) at a regular (REGULAR OR SPECIAL) meeting held on August 21, 2023 (DATE).

SIGNED: _____
(TOWNSHIP, CITY, OR VILLAGE CLERK)

Kelli A. VandenBerg, City Clerk
(PRINTED NAME AND TITLE)

1155 28th St SW, Wyoming, MI 49509-0905
(ADDRESS)

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

August 14, 2023

To: City of Wyoming Council

From: Godwin Golden G, Inc.
15 36th Street SW
Wyoming MI 49509

Our non-profit corporation would like to have the City of Wyoming recognize the Godwin Golden G, Inc. as a non-profit 501c3.

The corporation was formed to support the Academic Achievement and advancement of the students in the Godwin Heights Public Schools and to help ensure educational opportunities that will enable and optimize their future.

For several years now we have distributed scholarships to senior students. This year we awarded 54 scholarships in the amount of $4,000 to deserving students.

All gaming proceeds will be used to accomplish our goal of more scholarships to deserving students.

Thank you for your attention in this matter.

Sincerely,

Robert M. Fergusson President ProTem
616-460-4344

BYLAWS
OF
GODWIN'S GOLDEN G, INC.

ARTICLE

Purpose

The primary purpose for which Godwin's Golden G is organized and operated is to support the academic advancement of the children in the Godwin Heights Public Schools and to help ensure educational opportunities that will enable and optimize their future.

ARTICLE II

Board of Directors

Section 1. Election, Term of Office and Qualifications. The first board of directors consists of those members elected at a meeting of those who have been active in Godwin's Golden G affairs. All board members shall be persons who have been associated with the Godwin Heights Public Schools and who have graduated at least fifty years ago. The first board shall consist of nine members: three shall have one year terms, three shall have two year terms and three shall have three year terms. Thereafter, terms shall be for three years. Following these three terms, the director may continue in their position if they so choose, at the offering of the President. Directors may be elected at any board meeting. The board may change the number of directors but total board membership shall always be an odd number. However, in no event may the board consist of less than three directors. By August of each year, the President shall appoint a nominating committee that shall present a slate of directors and officers for the coming year. Election of directors and officers shall take place at the last meeting of the year.

Section 2. Resignation and Removal. A director may resign by written notice to the corporation Secretary. A majority of directors, then in office, may remove a director with or without cause.

Section 3. Vacancies. Current directors may fill a vacancy or a newly created position on the board by majority vote for a specified term or until a successor is elected.

Amended 9/19/2022

Section 4. New Directors. The corporation Secretary must provide each new director with current copies of the Articles of Incorporation, bylaws, conflict of interest policy and other pertinent information regarding the organization and operation of the corporation.

Section 5. Powers. The board manages the corporation's business and may exercise all the corporation's powers.

ARTICLE III

Committees

Section 1. Committees of Directors. The board may appoint one or more committees to consist of one or more directors. A committee of directors may exercise any of the powers and authority of the board, but only to the extent provided in the board resolution constituting the committee and subject to the limitations of authority specifically delegated in Section 528 of the Michigan Nonprofit Corporation Act. The board may designate one or more individuals who are not directors to serve as committee members.

Section 2. Permanent Committees

(a) Scholarship Committee. A scholarship committee consisting of six members, of which no fewer than two shall be board members, shall be appointed by the board. The Vice President shall serve as one of the board member representatives on the committee. The scholarship committee shall review applications for scholarships and make recommendations for awards to the board of directors. In the event that scholarship funds are invested with and administrated by another foundation, the scholarship committee shall make recommendations for scholarship awards to that organization.

(b) Annual Luncheon Committee. An annual luncheon committee, consisting of no fewer than five members, shall organize and hold an annual luncheon with the goal of promoting and advancing the purpose of the organization. Persons who have been associated with the Godwin Heights Public Schools and who have been out of high school for at least fifty years are eligible to attend the luncheon. They are welcome to bring guests.

(c) Membership Committee. A membership committee consisting no fewer than three members shall keep a current record of contact information for those persons eligible to attend the luncheon or serve on the board.

ARTICLE IV

Board of Director's Meetings

Section 1. Regular Meetings. Each regular board meeting is held at the time and place the board specifies at its regular preceding meeting. No notice of such meeting to the directors is necessary. A board meeting may be held at a different time and place with the consent of a majority of the directors upon notice to all directors.

Section 2. Special Meetings. The President may call a special meeting of the board at any time upon notice to all directors.

Section 3. Notice of Meetings. Notice of a meeting or special meeting must state the time, place and purpose of the meeting and must be given to each director by one of the following methods:

(a) by mailing a written notice to such address as the director designates or, in the absence of designation, the last known address of the director, at least 5 days before the date set for such meeting.

(b) by personally delivering a written notice to the director at least two days in advance of such meeting.

(c) by orally notifying the director at least two days in advance, either personally or by telephone.

(d) by electronic transmission to the director at least 2 days in advance in a manner authorized by the director entitled to the notice.

Section 4. Waiver of Notice of Meetings. A director's attendance at a meeting waives notice to the director of the meeting, except where the director attends the meeting for the express purpose of objecting to the transaction of any business due to a meeting not lawfully called or convened. A director may waive in writing any right to notice before or after a meeting.

Section 5. Quorum. A majority of the directors constitutes a quorum for the transaction of business. The act of a majority of those directors present at any meeting at which there is a quorum is the act of the board, except as provided by law, the Articles of Incorporation, or these bylaws.

Section 6. Vote Required. The board elects directors by a plurality of votes cast. The board must authorize all other board actions by a majority of votes cast.

Section 7. Voting Rights. Each director present in person at a board meeting is entitled to one vote.

Section 8. Conduct of Meetings. Board meetings must generally follow accepted rules of parliamentary procedure. The presiding official has authority over matters of procedure and may adopt another form of procedure suited to the business being conducted.

Section 9. Action Without a Meeting. Unless otherwise provided by the Articles of Incorporation, any action may be taken without a meeting , prior notice, or vote if all directors consent to the action in writing or by electronic transmission.

Section 10. Participation in Meeting by Remote Communication. A director, or a member of a committee, may participate in a meeting by means of a conference call or similar communications equipment in which all persons participating in the meeting can hear each other. Such participation in a meeting constitutes presence, in person, at the meeting.

Section 11. Manifestation of Dissent. A director who is present at a board meeting, or at a meeting of a committee of which a director is a member, at which an action on a corporate matter is taken is presumed to have concurred in that action unless a dissent is entered in the minutes of the meeting or unless the director files a written dissent to such action with the person acting as the secretary of the meeting before or promptly after its adjournment. A director who is absent from a meeting of the board, or of a committee of which the director is a member, at which any such action is taken is presumed to have concurred in the action unless the director files a written dissent with the secretary of the meeting within a reasonable time after obtaining knowledge of the action.

ARTICLE V

Officers

Section 1. Appointment. The board must elect a President, Vice-President, Secretary and Treasurer.

Section 2. Term, Removal and Vacancies. Term of office shall be for three years. The board may remove an officer with or without cause. An officer may resign by written notice to the corporation Secretary. The resignation is effective upon its receipt by the corporation or at a later date specified in the notice. The board must appoint an individual to fill a vacancy in the office of President, Vice President, Secretary or Treasurer and may appoint an individual to fill a vacancy in any other office.

Section 3. President. The President is the chief executive officer and presides at all board meetings. The President must sign all contracts and agreements on the corporation’s behalf, except when the board specifies the same to another officer or agent. The President must see that all orders and resolutions of the board are carried into effect. The President shall ensure that the objectives and goals of the corporation are met. The President shall oversee the fundraising programs and suggest new

avenues and tweak existing services and take an active role in attracting funds for the corporation. The President shall ensure that an agenda is planned for board meetings; this may involve periodic meetings with committee chairpersons. The President presides over meetings of the Board of Directors, chairs the meetings according to accepted rules of order, encourages all members to participate in discussion and arrive at decisions in an orderly, timely and democratic manner. The President may establish or propose the establishment of committees of the board and may assign tasks and delegate responsibilities to board committees and/or directors.

Section 4. Vice President. The Vice President shall execute the duties assigned to the President when the President is not available and may preform other duties the President assigns or the board prescribes. In addition, the Vice President shall serve as mentor to incoming board members and shall serve on the Scholarship Committee.

Section 5. Secretary. The Secretary shall record and maintain minutes of all meetings of the board and board committees. The Secretary shall issue all notices required by law, these bylaws or resolution of the board and may perform other duties that the President assigns or the board prescribes.

Section 6. Treasurer. Except as otherwise prescribed by the board, the Treasurer oversees the custody of the corporate funds and securities to be kept in books belonging to the corporation, with a full and accurate account of all receipts, disbursements and other financial transactions of the corporation; and ensures that all funds are deposited to the credit of the corporation in such depositories as the board designates. The Treasurer may perform other duties that the President assigns or the board prescribes.

Section 7. Other Officers. The board may from time to time elect other officers to perform duties and exercise authority that the President assigns or the board prescribes.

ARTICLE VI

Indemnification

Section 1. Scope of Indemnity. The corporation shall indemnify its directors and officers against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonable incurred by them in connection with any actions or suits brought or threatened against them, including actions by or in the right of the corporation, by reason of the fact that such person was serving as a director or officer of the corporation, to the fullest extent permitted by the Michigan Nonprofit Corporation Act. The corporation may indemnify persons who are not directors or officers to the extent authorized by the board resolution or by contractual agreement that the board authorizes. A change in the Michigan Nonprofit Corporation Act, the

Articles of Incorporation, or these bylaws that reduces the scope of indemnification does not apply to any action or omission that occurs before the change.

Section 2. Authorization of Indemnification. Unless ordered by a court of otherwise provided by law, the corporation shall indemnify a person only upon determination that the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the corporation's best interests. Such determination must be made (1) by majority vote of a quorum of the board consisting of directors who were not parties to the action or suit, (2) if a quorum of disinterested directors is not obtainable, by majority vote of a committee of directors who were not parties to the action and consisting of not less than two disinterested directors who were not parties to the action and consisting of not less than two disinterested directors, or (3) by independent legal counsel in a written opinion.

Section 3. Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, non-director volunteer, or agent of this corporation or is or was serving at the corporation's request in any other enterprise against any liability incurred in such capacity.

ARTICLE VII

General Provisions

Section 1. Checks. All corporation checks or demands for money and notes must be signed by such persons as the board designates.

Section 2. Fiscal Year. The corporation's fiscal year begins on January 1 and ends on December 31.

ARTICLE VIII

Dedication of Assets

Section 1. Use of Funds. The corporation's funds and property must be used exclusively for the corporation's purpose set forth in the Articles of Incorporation. Funds in The Golden G Scholarship account shall be used only for funding scholarships. Funds in The Golden G General Fund account shall be used to support the academic achievement and advancement of the students in Godwin Heights Public Schools. No part of the income or assets of the corporation may inure to the benefit of any individual or director.

Section 2. Dissolution and Liquidation. If the corporation's purposes fail or if the corporation ceases to be approved as a tax-exempt organization under the federal Internal Revenue Code, and any such defect is not cured by appropriate amendment, or in the event of voluntary dissolution, then all of the corporation's assets and

accumulated income must be distributed to such other organizations or units of government as the directors (or in default of designation by the directors, the Circuit Court for the county of Kent, Michigan) designate as best accomplishing the purposes for which the corporation was formed, provided that (i) each organization receiving such assets is qualified as tax-exempt under Section 501 (c)(3) of the Internal Revenue Code or the corresponding provisions of any subsequent federal tax laws and (ii) each distribution to a unit of government is made for the public purpose to the United States federal government or to a state or local government. The corporation must dissolve after all its property has been so distributed.

Section 3. Dissolution of the Godwin Heights Public Schools. In the event the Godwin Heights Public School district is dissolved or merged with another school district and the Godwin Heights Public Schools cease to exist as a separate operating school district, the purpose and focus of Godwin's Golden G will remain the same and will continue to benefit children who are then living in the geographical area that was the Godwin Heights Public Schools attendance area on the date of the adoption of these bylaws. (see Addendum A, 2011 map of the Godwin Heights Public Schools)

ARTICLE IX

Amendments

Section 1. Amendments. The board may amend or repeal these bylaws by a vote of a majority of directors entitled to vote at any regular or special board meeting.

ARTICLE X

Annual Report

Section 1. Annual Report. At the annual Godwin's Golden G Luncheon, a report of the organization's activities for the previous year shall be given.

October 12, 2011
Amended 9-16-15
Amended 2/04/19
Amended 9/19/2022

2023 BOARD MEMBERS	**TERM IN OFFICE**	Updated 7/18/2023
Robert Ferguson Pro-Tem President 4504 Marshall SE Kentwood, MI 49508	2012-2023	
Lee Ann Platschorre - Vice President 928 Royal Oak SW Wyoming, MI 49509	2015-2023	
Leora Williamson - Secretary 332 Montebello SE Kentwood, MI 49548	2012-2023	
Nancy Ulrich - Scholarships 1421 7th St. NW Grand Rapids, MI 49504	2012-2023	
Dave Minier 1685 Pinecroft Court SW Wyoming, MI 49519	2018-2023	
Alecia Pant 139 Brownell St. SE Grand Rapids, MI 49548	2012-2023	
Jose Hernandez 7726 Greenbrier Dr. NE Rockford, MI 49341	2020-2023	
Jan Hodges 5684 Nancy Dr. SW Wyoming, MI 49418	2021-2023	
Mary (Gainey) Sutton 5585 Ada Dr. SE Ada, MI 49301	2022-2023	

GODWIN GOLDEN G, BOARD OF DIRECTORS MEETING

MARCH 20, 2023 MINUTES

The meeting was called to order at 1:07PM by Bob Ferguson-Pro Tem President.

Directors present in addition to Bob, were Jan Hodges, Mary Gainey Sutton, Dave Minier, Nancy Ulrich, Alecia Pant, LeeAnn Platschorre, and Leora Williamson.

Secretary read the minutes from January 16th meeting. Jan was not included in those present at that meeting. With that correction, minutes were accepted.

Treasurers report - I don't have the numbers from March.(???) I did note that the interest was not included in January's report. Report was accepted.

Scholarship Committee - Nancy had received only four applications for scholarships thus far.
There is a new GPA requirement (it was not given to the directors).
Trade Schools are now included. Counselors have taken students to Trade Fairs to help them with their decision on choice of Schools.
Nancy will schedule a Scholarship Committee meeting.

Luncheon Committee - Mary is trying to find contacts for past classes. Bob has a contact for class of '73. He will attempt to get names and addresses for that class.
Marge's Donut Den has given GGS a firm price for 20 dozen assorted donuts, to be picked up the morning of the Coffee and Conversation event.

We will send out a mailing with return reservation form. Bob will pick up the stamps which will cost $25 per 100.

Unfinished Business - The board reviewed and edited a notice written by Jose Hernandez, with information he would like to add to the GGS FaceBook page.
Mary will work with him and submit edited version to the board for approval. The final version will be included in the mailing.

Jose and Mary will demonstrate the use of Face Book at the July meeting.

There was no New Business

Meeting was adjourned at 2:00PM

Next meeting will be held on July 17, 2023

Respectfully Submitted

Leora Williamson, Secretary

GODWIN GOLDEN G BOARD OF DIRECTORS MEETING

MAY 15, 2023 MINUTES

The meeting was called to order at 1:00PM by Bob Ferguson, Pro-Tem President.

Directors present in addition to Bob, were Jan Hodges, Mary Gainey Sutton, Dave Minier, Nancy Ulrich, Alecia Pant, LeeAnn Platschorre, Jose Hernandez and Leora Williamson.

Secretary read the minutes from March meeting. Minutes were accepted as read.

Treasurers report - Scholarship fund for March 1 through April 30 shows a beginning balance of $150,608.86; payroll deposits $106.00; and scholarships paid out for a total of $6,000. There was no action on the LMCU checking account - balance remains at $1,184.07; savings remains at $5.00. Total of the 3 accounts $145,903.93.

Mary Gainey Sutton was installed as the Treasurer of the G.G's.
LeeAnn and Mary will go to the Credit Union today to remove the Secretary's name on the account and add Treasurer Mary's name.

Scholarship Committee - From 62 applications, 55 scholarships were awarded in the amount of $4,000 each. Thus far 2 renewal apps have been received from 2020 grads and 5 from 2022 grads. Renewals are due on June 15th / 7
LeeAnn read an article about new scholarships (I didn't take notes on that), and Jose mentioned that some colleges are not transferring GRCC credits.
GPA average must be at least a 2 to qualify for a scholarship.
There was some conversation regarding Trade Schools.

Luncheon Committee - no report.

We will gather after the July meeting to fold and stuff envelopes with the newsletter/invitation/ reservation form for the upcoming "Coffee and Conversation" event .

There was no New Business

Meeting was adjourned at 2:00PM

Next meeting will be held on July 17, 2023

Respectfully Submitted

Leora Williamson, Secretary

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 25 2014

GODWINS GOLDEN G INC
4504 MARSHALL SE
KENTWOOD, MI 49508-7574

Employer Identification Number:
45-5366471
DLN:
17053249404002
Contact Person:
JOHN C RICE ID# 31615
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
June 6, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947

08/21/23
CM/JS

RESOLUTION NO. _____

RESOLUTION ESTABLISHING AN INDUSTRIAL DEVELOPMENT DISTRICT PURSUANT TO ACT 198, PUBLIC ACTS OF 1974, AS AMENDED FOR 2630 REMICO STREET, SW, WYOMING, MI.

WHEREAS:

1. The City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.

2. Orka Automation and Component Engineering has requested that the City establish an Industrial Development District for the property located at 2630 Remico Street, SW, in Wyoming, Michigan and legally described on the attachment.

3. Staff has reviewed the request and found that the project to be located within the district will promote the economic health of the community by encouraging private capital investment and creating new employment opportunities in the City of Wyoming.

4. Staff has recommended that the City Council establish this district.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing was held on August 21, 2023, at 7:01 p.m. at which time the property owners of real property within the proposed district and all residents and taxpayers of the City of Wyoming were afforded the opportunity to be heard.

2. The Wyoming City Council establishes an Industrial Development District in the City of Wyoming, Kent County, Michigan, under the provisions of Act 198 of the Public Acts of 1974 as amended, for real property located at 2630 Remico Street, SW in Wyoming, Michigan, and legally described on the attachment.

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 August 21, 2023.

_____
Kelli A. VandenBerg
Wyoming City Clerk

Attachment: Staff Report

08/21/23
CM/JS

STAFF REPORT

Date:	July 12, 2023
Subject:	Orka Automation and Component Engineering
From:	Jennifer Stowell, Administrative Assistant to the City Manager
Meeting Date:	August 21, 2023

RECOMMENDATION:

Staff recommends the creation of an Industrial Development District at 2630 Remico Street SW, Wyoming, MI.

COMMUNITY, SAFETY, STEWARDSHIP:

Approval of this district will promote economic development activity on this property. Furthermore, the proposed development plans are consistent with Wyoming's land use plan.

Approval of this district will contribute to development in the area of 2630 Remico Street SW, thereby increasing accessibility to employment for Wyoming residents.

Approval of this district will encourage investment and grow the City's tax base. It will also provide additional employment opportunities to the area.

DISCUSSION:

Orka Automation and Component Engineering is requesting the approval of an Industrial Development District located at 2630 Remico Street. An Industrial Development District (IDD) is a municipal-approved designation that allows qualified property owners and tenants to apply for PA 198 Industrial Facility Tax Abatements (IFT), which provide a 50% abatement on real property investments. Per the abatement policy, projects cannot begin prior to establishment of an IDD.

08/21/23
Police/TP

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION

WHEREAS:

1. The application for the Edward Byrne Memorial Justice Assistance Grant in the amount of $35,941 has been reviewed.
2. Grant funds would be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.
3. A public hearing has been held on this matter.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the 2023 Edward Byrne Memorial Justice Grant Application for program activities.

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 August 21, 2023.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: August 11, 2023

Subject: 2023 Edward Byrne Memorial Justice Assistance Grant

From: Captain Timothy Pols

Meeting Date: August 21, 2023

RECOMMENDATION:

It is recommended City Council authorize application for the 2023 Byrne Grant.

COMMUNITY, SAFETY, STEWARDSHIP:

The Edward Byrne Memorial Justice Assistance Grant, which we refer to as the Byrne Grant, is a federal grant meant to assist law enforcement with technology, equipment, or programs that an agency could not otherwise afford or fully fund. We have participated in this grant for the last many years. This year, the Department of Public Safety—Police is eligible for $35,941 in Byrne Grant funds. There is no required match, and the money allows us to implement technology and deploy equipment not otherwise funded. This year we specifically hope to utilize Byrne monies for equipment which will allow us to promote safety by purchasing holsters, reflex sights, and weapon-mounted lights to fit new duty handguns. The grant requires, and we support, affording the community an opportunity to comment on the application and use of grant funds.

DISCUSSION:

Approximately six years ago, the Wyoming Police Department transitioned to the Sig Sauer P320 9 mm handgun as the duty weapon issued to all sworn personnel. There was a recall on this firearm within the first year of our transition due to a faulty trigger issue. Sig Sauer replaced all handguns purchased by our department with handguns with an upgraded trigger. Subsequent to the recall, we have encountered the following malfunctions, most of which have occurred multiple times, with the Sig Sauer P320 handguns:

- Recoil spring malfunction making the handgun inoperable.
- Trigger bar spring getting bent and disengaging from the trigger bar making the handgun inoperable.
- Trigger bar getting bent making the handgun inoperable.
- Slide release breaks making the handgun inoperable.
- Numerous magazine releases became corroded and had to be replaced.

Combined, these malfunctions pose serious reliability concerns on this critical equipment. The safety concerns posed by these malfunctions warrant a transition to a new weapons platform for duty handguns issued to our police officers.

In order to remedy the issues with the current duty weapons, we intend to procure new duty handguns for all sworn personnel. It is anticipated that procuring the new weapon platform will be accomplished with minimal cost after a trade-in of our current weapons platform is completed. We propose utilizing grant funds to purchase holsters, reflex sights, and flashlights for the new duty handguns. The following items will be purchased with grant funds.

1. Holsters: The department utilizes level three duty holsters for uniformed officers and level two holsters for plainclothes assignment. Once the new duty weapon platform is identified, we will need to purchase new holsters for all sworn personnel in order to fit the new platform.

2. Reflex Sights: Recent best practices in law enforcement have indicated benefits of slide-mounted, mini red dot optic sights on duty handguns. These sights provide a wider, less restricted field of view while aiming, faster transitioning between targets, and increased accuracy.

3. Weapon-Mounted Lights: These lights provide officers the opportunity to illuminate their surroundings without changing their firing grip, allowing them to react quickly while under stress. Officers will be provided the option of being furnished with a weapon-mounted light for their new handgun.

BUDGET IMPACT:

At this time, there is no immediate budget impact of approving the grant application proposal. If the grant application is approved and awarded, it is anticipated that the following purchases will be requested in the near future:

New Duty Handguns (after trade-in of current guns)	$2,750
Duty Holsters for New Handguns	$14,000
Plainclothes Holster for New Handguns	$14,000
Weapon-Mounted Lights	$14,000
Reflex Sights	$46,750
Total Project Cost	$91,500
Less Byrne Funds	$35,941
Total Anticipated Cost for City of Wyoming	**$55,559**

The above estimates are based on rough quotes provided by reputable vendors. The estimates assume that each officer will prefer to have reflex sights and a flashlight mounted on their weapon. Additional testing and polling will be required to determine if this is in fact the case.

Future staff reports will be submitted subsequent to public comment and if the grant is awarded.

Attachment:
2023 Edward Byrne Memorial Justice Assistance Grant Application

City of Wyoming (MI) Department of Public Safety
Captain Timothy Pols tim.pols@wyomingmi.gov

PROJECT NARRATIVE: O-BJA-2023-171790 (2023 BYRNE JAG GRANT)

Summary:
The City of Wyoming proposes to use 2023 Edward Byrne Memorial Justice Assistance Grant funds to purchase equipment that will allow us to enhance the safety of sworn personnel as well as safety within the community. Specifically, the funds will be utilized to purchase holsters, reflex sights, and weapon-mounted flashlights to fit new duty handguns.

DESCRIPTION OF THE ISSUE:

Approximately six years ago, the Wyoming Police Department transitioned to the Sig Sauer P320 handgun as the duty weapon issued to all sworn personnel. There was a recall on this firearm within the first year of our transition due to a faulty trigger issue. Sig Sauer replaced all of handguns purchased by our department with handguns with an upgraded trigger. Subsequent to the recall, we have encountered the following malfunctions with the Sig Sauer P320 handguns:

- Recoil spring malfunction making the handgun inoperable.
- Trigger bar spring getting bent and disengaging from the trigger bar making the handgun inoperable.
- Trigger bar getting bent making the handgun inoperable.
- Slide release breaks making the handgun inoperable.
- Numerous magazine releases became corroded and had to be replaced

Combined, these malfunctions pose serious reliability concerns on this critical equipment. The safety concerns posed by these malfunctions warrant a transition to a new weapons platform for duty handguns issued to our sworn personnel.

Note that we do not intend to use grant funds to purchase the new weapons platform itself, but only the accessories in order to facilitate the implementation of the new platform.

PROJECT DESIGN AND IMPLEMENTATION:

In order to remedy the issues with the current duty weapons, we intend to procure new duty handguns for all sworn personnel. We anticipate minimal cost for this transition after trade-in value of our current duty weapons is taken into account. If there is a cost associated with the duty gun purchase, it will be funded locally. We propose utilizing grant funds to purchase holsters, reflex sights, and weapon-mounted flashlights for the new duty handguns. Grant funding will be supplemented by local funds for any expenses associated with this project that exceed grant funds. The following items will be purchased.

1. Holsters: The department utilizes level three duty holsters for uniformed officers and level two holsters for plainclothes assignments. Once the new duty weapon platform is identified, we will need to purchase new holsters for all sworn personnel in order to accommodate the new

platform. Officers are issued two holsters, one to attach to their duty belt and one for plainclothes assignments.

2. Reflex Sights: Recent best practices in law enforcement have indicated benefits of slide-mounted, reflex sights on duty handguns. These sights provide a wider, less restricted field of view while aiming, faster transitioning between targets, and increased accuracy.

3. Weapon-Mounted Flashlights: These flashlights provide officers the opportunity to illuminate their surroundings without changing their firing grip, allowing them to react quickly while under stress. Officers will be provided the option of being furnished with a weapon-mounted light for their new handgun.

The primary stakeholders associated with the implementation of this project are the officers at the Wyoming Police Department. Every effort will be made to gather their input in order to ensure that they are comfortable and competent before deploying with the new equipment. The secondary stakeholder is the community we serve. They will be engaged during the planning process at a public hearing to ensure any input they have is considered as these funds are used to equip officers.

The City of Wyoming is fiscally responsible, transparent, and accountable regarding stewardship of public resources. The city manager requires all employees to apply the city motto of "Community, Safety, Stewardship" to all fiscal decisions. The city maintains an audited, publicly accessible budget and planning process that is built and executed according to sound fiscal practices. The city's strategic planning process includes a 5X5 budgetary projection and by state law we are prohibited from operating with a deficit.

The proposed purchases would be made according to all appropriate fiscal procedures such as bidding or quoting as appropriate, if not sole-sourced, and a multi-step approval process that culminates in a vote by the elected members of the City Council. Please refer to the budget worksheet and budget narrative for further details on the proposed purchases.

CAPABILITIES AND COMPETENCIES

The equipment which we hope to purchase and implement through Byrne funds, requires training as part of their implementation strategy. The department's training staff, particularly the firearms instructors, are prepared to train all officers in order to properly implement this project. We have identified staff who would be responsible for implementing and managing each of the items purchased.

PLAN FOR COLLECTING THE DATA REQUIRED FOR THIS SOLICITATION'S PERFORMANCE MEASURES

We will track and document each step of the process, including product selection, bidding or sole sourced, implementation, and schedule for use of the equipment. We will track storage and assignment of the gear as appropriate, and I will use the PMT tool report progress and management of the funds

and equipment. Quarterly Performance Measurement Reports and semi-annual Performance Reports will be submitted through our JustGrants account.

CITY OF WYOMING
Kent County, Michigan

RESOLUTION NO. _____

RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT IMPROVEMENTS TO THE SEWAGE DISPOSAL SYSTEM AND TO PUBLISH NOTICE OF INTENT TO ISSUE REVENUE BONDS

Minutes of a regular meeting of the City Council of the City of Wyoming, Kent County, Michigan, held in the City on August 21, 2023, at 7:00 p.m., local time.

PRESENT: _____

_____

ABSENT: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____:

WHEREAS, the City Council deems it to be in the best interests of the City of Wyoming (the "City") to design, purchase, acquire, construct and install certain improvements to the City's Sewage Disposal System, including without limitation, the design, acquisition, construction and installation of electrical and mechanical improvements at the clean water plant (aka wastewater treatment facility), including, but not limited to the replacement of the current blowers with new, larger blowers and other improvements to the clean water plant, as well as all work, equipment, and appurtenances necessary or incidental to these improvements and such other Sewage Disposal System improvements as the City shall determine to make (the "Improvements"), and to finance the Improvements by the issuance of bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"); and

WHEREAS, pursuant to Section 33 of Act 94, it is necessary to publish a Notice of Intent to Issue Bonds for the Improvements; and

WHEREAS, the City may proceed with the Improvements prior to the issuance of the bonds; and

WHEREAS, the City may incur substantial capital expenditures for the Improvements prior to the issuance of the bonds, and desires to be reimbursed for such expenditures from the proceeds of the bonds.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council determines to design, purchase, acquire, and construct the Improvements and to pay the cost through the issuance of one or more series of revenue bonds pursuant to Act 94 for the Improvements in an amount not to exceed $10,000,000 (the "Bonds").

2. A Notice of Intent to issue the Bonds be published in accordance with Section 33 of Act 94, and the City Clerk is authorized and directed to publish the Notice of Intent to Issue Bonds in a newspaper of general circulation in the City, which Notice shall be substantially in the form on the attached Exhibit A, with such changes as may be approved by the City Clerk.

3. The City may proceed to acquire and construct the Improvements using available funds of the City from the Sewage Disposal Fund, which is a fund for the Sewage Disposal System of the City, and other funds of the City.

4. At such time as the City issues the Bonds for the long-term financing of the Improvements, the City shall be reimbursed for its expenditures for the Improvements out of the proceeds of the Bonds.

5. This resolution and the expression of intent to seek reimbursement from future proceeds of the Bonds is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

6. The firm of Dickinson Wright PLLC is retained as bond counsel to the City to prepare the documents for the issuance of the Bonds for financing acquisition of the Improvements and the officers of the City are authorized to enter into an engagement letter with bond counsel.

7. All resolutions and parts of resolutions insofar as they conflict with provisions of this resolution are rescinded.

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

_____
Kelli A. Vandenberg, City Clerk

CERTIFICATION

I certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Wyoming, Kent County, Michigan, at a regular meeting held on August 21, 2023, and that public notice of that meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

August 21, 2023

Kelli A. Vandenberg, Clerk

[NOTE TO PUBLISHER – PLEASE PUBLISH AT 1/4 PAGE SIZE]

EXHIBIT A

NOTICE OF INTENT TO ISSUE
SEWAGE DISPOSAL SYSTEM REVENUE BONDS
TO THE ELECTORS OF THE CITY OF WYOMING

PLEASE TAKE NOTICE that the City of Wyoming (the "City") intends to issue bonds, in one or more series, in an amount of not to exceed $10,000,000 (the "Bonds").

The Bonds shall be issued to pay the cost to design, purchase, acquire and construct improvements to the City's Sewage Disposal System, including without limitation, the design, acquisition, construction and installation of electrical and mechanical improvements at the clean water plant (aka wastewater treatment facility), including, but not limited to the replacement of the current blowers with new, larger blowers and other improvements to the clean water plant, as well as all work, equipment, and appurtenances necessary or incidental to these improvements and such other Sewage Disposal System improvements as the City shall determine to make and to pay the costs of issuing the Bonds, finance reserves and capitalized interest, if any.

The Bonds of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law payable over not more than 40 years from the date of issuance of the Bonds. The Bonds shall be issued pursuant to Act 94, Public Acts of Michigan, 1933, as amended.

SOURCE OF PAYMENT

The principal of and interest on the Bonds shall be payable from the net revenues derived from the operation of the Sewage Disposal System. In addition, the Bonds may be secured by the full faith and credit of the City as limited by applicable constitutional, statutory and charter limitations on the taxing power of the City.

RIGHT OF REFERENDUM

The Bonds will be issued without a vote of the electors approving such Bonds, unless, within 45 days from the date of publication of this Notice of Intent, a petition requesting a referendum, signed by not less than 10% or 15,000 of the registered electors residing within the limits of the City, whichever is lesser, shall have been filed with the Clerk of the City or other recording officer of the City requesting a referendum upon the question of the issuance of the Bonds. If such a petition is filed, the Bonds shall not be issued until approved by the vote of a majority of the electors residing within the City qualified to vote and voting on that issue at a general or special election.

This Notice is published pursuant to the requirements of Section 33 of Act 94.

Kelli A. Vandenberg, City Clerk
City of Wyoming, Michigan

Staff Report

Date: August 14, 2023

Subjects: Resolution of Intent to Issue Bonds – Blower Project

From: Myron Erickson, Director of Public Works

Meeting Date: August 21, 2023

RECOMMENDATION:

Adopt the Resolution to Purchase, Acquire and Construct Improvements to the Sewage Disposal System and to Publish a Notice of Intent to Issue Revenue Bonds.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served when wastewater is properly treated prior to its discharge to surface waters.

Safety – Replacement and upgrades to clean water plant blowers are needed to ensure adequacy and reliability.

Stewardship – Providing funding options including possible issuance of revenue bonds enables the city and its consulting engineer to commence preparations of biddable plans and specifications with the possibility of recovering the costs of that design work from bond proceeds.

BUDGET IMPACT:

The bonds, if issued, will be repaid by sanitary sewer system rates, fees and charges.

DISCUSSION:

As presented, the city planned to replace/upgrade the blowers at the clean water plant in a later fiscal year. However, 2 of the 5 blowers have failed, necessitating immediate actions to ensure sufficient air is provided to properly undertake the biological processes at the clean water plant continue to occur. The planned work includes replacing the 5 blowers with 3 more powerful blowers and accompanying electrical and mechanical improvement. Plans for that work are not yet complete and, therefore, cost estimates are not available. Very rough estimates are that costs may total between $5M and $8M. Recent experience leads us to seek authorization for extra bonding authority to avoid supplemental requests should it be determined that the needed work, costs of equipment and materials, or labor costs be greater than expected.

The city may or may not decide to borrow funds (by issuing revenue bonds) to pay some of the costs of planned improvements. This resolution does not commit the city to doing so. It provides that option. The Council would need to pass a bond resolution to authorize any borrowing. This is simply a preliminary procedural step. Similarly, while it would allow for the issuance of up to an additional $10M in bonds, that is a maximum amount. If the city chooses to issue bonds, it could do so in any amount less than that maximum.

Adoption of this resolution at this time accomplishes the following:

1. It allows the city to use bond proceeds to reimburse costs incurred related to those improvements incurred prior to issuance of the bonds. Only costs incurred after adoption of a resolution of intent can be reimbursed from bond proceeds.

2. There is a 45-day period after publication of the notice of intent referred to in the resolution during which a petition for a referendum on the issuance of the bonds could be filed. That period must expire before bonds can be issued. Publishing the notice of intent now allows the period to expire without any chance of delaying bond issuance if and when the city should decide to proceed with it.

08/21/23
Purchasing/LAJ

RESOLUTION NO._____

RESOLUTION TO CONCUR WITH THE EMERGENCY RENTAL
OF AIR INJECTION EQUIPMENT AT THE CLEAN WATER PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the emergency rental of air injection equipment from Xylem Dewatering Solutions, Inc. in the amount of $67,493.90 per month.
2. Funding is currently available in account number 590-590-54300-740.000. A budget amendment will likely be needed at a future date.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the emergency rental of air injection equipment from Xylem Dewatering Solutions, Inc. in the amount of $67,493.90 per month.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 21, 2023.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement

STAFF REPORT

Date: August 7, 2023

Subject: Emergency Air Injector Rental

From: Jon Burke, Clean Water Plant Superintendent

Date of Meeting: August 21, 2023

RECOMMENDATION:

It is recommended that the City Council accept the rental agreement as provided by Xylem Dewatering Solutions, Inc. for the rental of air injection equipment at a monthly cost of $67,493.90 per month.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Clean Water Plant provides state of the art wastewater treatment services to all residents and customers of Wyoming in a cost efficient and socially equitable way. Compromised and degraded infrastructure has the potential to interrupt day-to-day operations of the plant and, therefore, it is prudent to plan for its improvement and/or replacement to avoid this.

DISCUSSION:

The Clean Water Plant treats wastewater biologically, harnessing the oxidizing power of trillions of microbes that live in the aeration basins. Because these organisms are aerobes, oxygen must be supplied to them in the form of air that is blown to the bottom of the basins, where it diffuses and dissolves in the water as it bubbles to the top.

With the recent end-of-serviceable-life mechanical failures the existing blowers have experienced, installation of a rental blower is in the planning stages and could be operational within two to three months. During this interim time the plant is down to three operational blowers and one that is functioning intermittently. Because the possibility of insufficient treatment (which could lead to enforcement action by the State of Michigan) is a very real one, we can't afford to wait the three months for a rental blower to be installed and operational.

Donohue & Associates is our consulting engineer partner on the larger blower project. They suggested using air infusion technology on a temporary basis to help maintain proper dissolved oxygen levels until the rental blower is installed and operational. With the approval of the City Manager, rental units were secured and located on site.

Donohue recommends five units per basin for a total of 15, for a total monthly rental charge of $67,493.70. The length of time these units will be needed will depend on how long it takes to

get the rental unit delivered and installed, which we anticipate to be about two to three months. The units are diesel-powered, and this price does not include diesel fuel.

BUDGET IMPACT:

Immediate funding is available in the Clean Water Plant account 590-590-54300-740.000, but a budget amendment will ultimately be needed as this cost was not anticipated.

11850 Sears Drive
Suite A
Livonia, MI 48150
Tel: 248-445-0337
Fax:
www.godwinpumps.com

August 2, 2023

John Burke
Wyoming Michigan
2350 Ivanrest Ave SW
Grandville, MI 49418

Phone: (616) 261-3576
Email: burkej@wyomingmi.gov

RE: Wyoming - Aeration Project
Rental Quotation 146006377

Dear John:

Thank you for your interest in Xylem Dewatering Solutions, Inc. We are pleased to provide you with a daily / weekly / monthly rental quotation for your Aeration Project located at the Wyoming Clean Water Plant, Michigan.

For this application, we will be supplying nine (9) Godwin Dri-Prime® Model CD150M Pumps a six (6) inch, diesel driven, auto-priming pumps. Also included will be the required accessories to complete the aeration system. We are including a specification sheet, along with a pump curve for your reference.

Estimated Fuel Consumption - 1.25 GPH per pump

Xylem can also assist you with our extensive rental / sales fleet of electric and hydraulic sewage and dewatering submersible pumps, well point pumping systems, generators and portable lighting systems and sewer plugs.

Please keep in mind that Xylem Dewatering Solutions, Inc. is a responsive around the clock company that is here to ensure your complete satisfaction. If you have any questions or require additional information, please feel free to contact me directly at 815-378-3209 or contact my office at 248-445-0337.

Sincerely,

Bob Williams
Outside Sales Representative

BW / jr

August 2, 2023
Wyoming Michigan
Attention: John Burke
Rental Quotation # 146006377

11850 Sears Drive
Suite A
Livonia, MI 48150
Tel: 248-445-0337

xylem Let's Solve Water
godwin FLYGT

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION
A	15	Dri-Prime CD150M Diesel Pump • **Primary Unit** • 6" 150# Flange Suction and Discharge • John Deere 4045D Diesel Engine • GP60 highway trailer, 60 gal fuel tank • 6FQD on Inlet Only
B	15	6" x 20' Black Water Suction Hose with Godwin QD Fittings
C	24	6" 45 Degree Godwin QD Bend
D	15	M6 Air Jammer Units
ENV	1	Environmental Fee
		REQUIRED EXTRAS:
E	1	Inbound Freight Delivery Br 046
F	1.00	Installation
G	1.00	Tear Down

ESTIMATED RENTAL - DAILY/WEEKLY/MONTHLY	**$6,677.10/$20,031.30/$60,093.90**
ENVIRONMENTAL FEE - DAILY/WEEKLY/MONTHLY	**$ 90.00 / $ 140.00 / $ 140.00**
ESTIMATED DELIVERY/PICK UP	**$ 0.00 / $ 0.00**
REQUIRED EXTRAS	**$ 7,260.00**

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars. See attached Terms and Conditions which are part of this quote.

Xylem Dewatering Solutions, Inc.
d/b/a Godwin Pumps of America
84 Floodgate Road, Bridgeport, NJ 08014
Tel +1.856.467.3636 Fax +1.856.467.4428

TERMS AND DEFINITIONS

Rental Day:	One Calendar day; for diesel units, not exceeding eight (8) hours running.
Rental Week:	Seven (7) calendar days; for diesel units, not exceeding 48 hours running in aggregate during a Rental Week.
Rental Month:	Twenty-eight (28) calendar days; for diesel units, not exceeding 192 hours running.
Standby Rate:	The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the standard rate will apply.
Overtime Running:	For diesel units, all scheduled rates are based on an 8 hour per day shift. If diesel equipment is used for a double shift, the 8-hour rate will be multiplied by 1½ times the schedule rate. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate.

Billing Cycles Based on Open Terms Approval

3 - 7 Days	=	1 Week
8 Days	=	1 Week and 1 Day
9 Days	=	1 Week and 2 Days
10 - 14 Days	=	2 Weeks
15 Days	=	2 Weeks and 1 Day
16 Days	=	2 Weeks and 2 Days
17 - 28 Days	=	1 Month

Billing Cycle - COD Customers

3 - 7 Days	=	1 Week

Environmental Fee:	Environmental Fee is charged at 2% of rental charge for all applicable equipment with a minimum charge of $6 and maximum charge of $70 per individual piece of equipment, with maximum of $140 per invoice.
Off Rent:	It is the responsibility of the Customer to call into the Owner's local branch office and obtain an Off Rent Call Confirmation Number. This call serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure equipment, including maintaining required insurance coverages, while equipment remains under Customer's care, custody or control pending return of all rented equipment to Owner. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.

TERMS AND CONDITIONS

1. This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
2. This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
3. Payment terms: Net 30 based on credit approval.
4. Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
5. Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.
6. Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
7. Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.
8. Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
9. Customer shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.

CD150M Dri-Prime® Pump

WITH FINAL TIER 4 (FT4) DIESEL ENGINE

The Godwin Dri-Prime CD150M pump offers flow rates to 2290 USGPM and has the capability of handling solids up to 3.0" in diameter.

The CD150M is able to automatically prime to 28' of suction lift from dry. Automatic or manual starting/stopping available through integral mounted control panel or optional wireless-remote access.

Indefinite dry-running is no problem due to the unique Godwin liquid bath mechanical seal design. Solids handling, dry-running, and portability make the CD150M the perfect choice for dewatering and bypass applications.

Features and Benefits

- Simple maintenance normally limited to checking fluid levels and filters.
- Dri-Prime (continuously operated Venturi air ejector priming device) requiring no periodic adjustment. Optional compressor clutch available.
- Extensive application flexibility handling sewage, slurries, and liquids with solids up to 3.0" in diameter.
- Dry-running high pressure liquid bath mechanical seal with high abrasion resistant solid silicon carbide faces.
- Close-coupled centrifugal pump with Dri-Prime system coupled to a diesel engine or electric motor.
- All cast iron construction (stainless steel construction option available) with cast steel impeller.
- Also available in a critically silenced unit which reduces noise levels to less than 70 dBA at 30'.
- Standard engine JCB TCAE-55 (FT4). Also available with John Deere 4045TFC03 (FT4).

Specifications

Suction connection	6" 150# ANSI B16.5
Delivery connection	6" 150# ANSI B16.5
Max capacity	2290 USGPM †
Max solids handling	3.0"
Max impeller diameter	11.0"
Max operating temp	176°F*
Max working pressure	70 psi
Max suction pressure	58 psi
Max casing pressure	104 psi
Max operating speed	2200 rpm

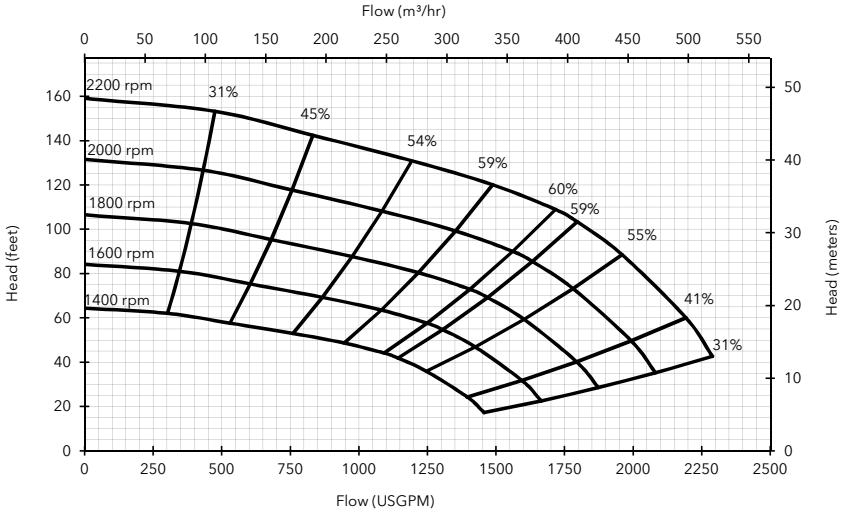
* Please contact our office for applications in excess of 176°F.

† Larger diameter pipes may be required for maximum flows.

Please contact the factory or office for further details. A typical picture of the pump is shown.
All information is approximate and for general guidance only.

godwin
a xylem brand

Performance Curve



Materials

Pump casing & suction cover	Cast iron BS EN 1561 - 1997
Wearplates	Cast iron BS EN 1561 - 1997
Pump Shaft	Carbon steel BS 970 - 1991 817M40T
Impeller	Cast Steel BS3100 A5 Hardness to 200 HB Brinell
Non-return valve body	Cast iron BS EN 1561 - 1997
Mechanical seal	Silicon carbide face; Viton elastomers; Stainless steel body

Engine option 1

JCB TCAE-55 (FT4), 74 HP @ 2200 rpm

Impeller diameter 11.0"

Pump speed 2200 rpm

Suction Lift Table

Total Suction Head (feet)	Total Delivery Head (feet)				
	30	46	62	81	121
	Output (USGPM)				
10	2179	2131	2083	1889	1356
15	2058	1937	1816	1574	1162
20	1453	1453	1453	1332	848
25	1259	1211	1114	969	484

Fuel capacity: 60 US Gal

Max fuel consumption @ 2200 rpm: 4.5 US Gal/hr

Max fuel consumption @ 1800 rpm: 2.4 US Gal/hr

Weight (Dry): 3,200 lbs

Weight (Wet): 3,630 lbs

Dim.: (L) 119" x (W) 66" x (H) 77"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.

Engine option 2

John Deere 4045TFC03 (FT4), 74 HP @ 2200 rpm

Impeller diameter 11.0"

Pump speed 2200 rpm

Suction Lift Table

Total Suction Head (feet)	Total Delivery Head (feet)				
	30	46	62	81	121
	Output (USGPM)				
10	2179	2131	2083	1889	1356
15	2058	1937	1816	1574	1162
20	1453	1453	1453	1332	848
25	1259	1211	1114	969	484

Fuel capacity: 60 US Gal

Max fuel consumption @ 2200 rpm: 5.2 US Gal/hr

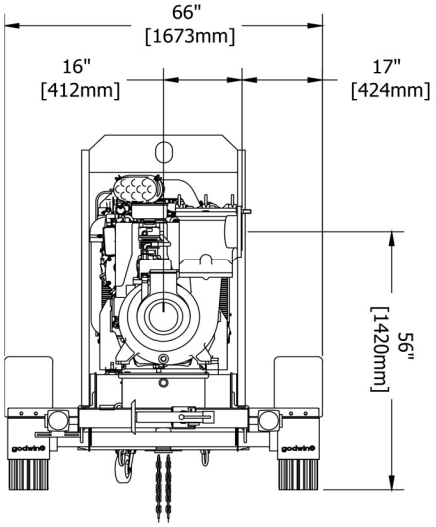
Max fuel consumption @ 1800 rpm: 2.6 US Gal/hr

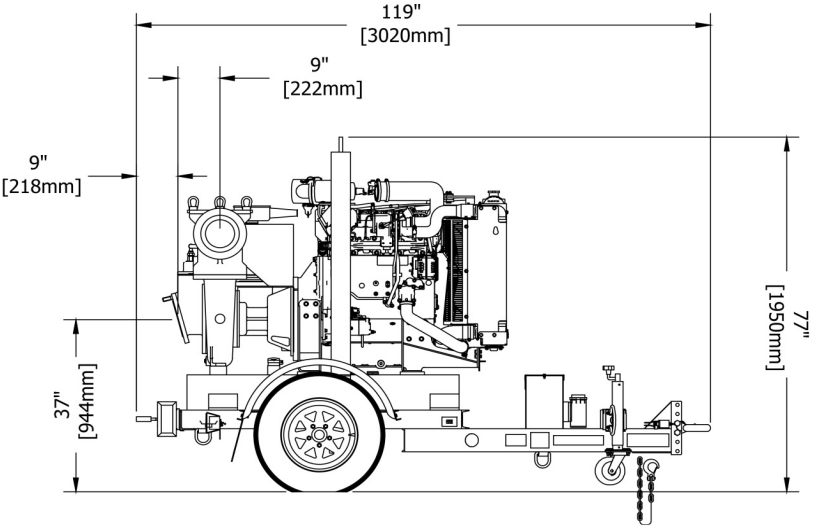
Weight (Dry): 3,180 lbs

Weight (Wet): 3,610 lbs

Dim.: (L) 119" x (W) 66" x (H) 91"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.





xylem
Let's Solve Water

84 Floodgate Road
Bridgeport, NJ 08014 USA
(856) 467-3636 . Fax (856) 467-4841

Reference number : 200GPA0000980
Date of issue : November 2, 2015
Issue : -

www.godwinpumps.com

Dewatering Solutions
84 Floodgate Road, Bridgeport, NJ 08014
Tel +1.856.467.3636

xylem
Let's Solve Water

Sales Rep Name: _____
Return Via email to:
Branch Location: (City, State) _____

CREDIT APPLICATION - PART 1

Company Name / Trading As _____

Billing Address _____

City _____ **County** _____ **State** _____ **Zip** _____ - _____

Email Address for Invoice Submission _____ **Web Portal for Invoice Submission ?** YES NO *if yes, supply instructions with credit application*

Physical Address _____

City _____ **County** _____ **State** _____ **Zip** _____ - _____

Business Ph # _____ **Business Fax #** _____ **DUNS #** _____

Ownership: **Corporation** ☐ **Partnership** ☐ **Individual** ☐ Other *(specify)* _____

Number of years in Business _____ **Number of years at this Address** _____ **Credit Limit Requested** _____

Please Note: A security agreement or personal guarantee may be required.

Federal Tax I. D. # _____ OR **Social Security #** _____

Are Purchase Orders Required? ☐ Yes ☐ No

Sales Tax Exempt? ☐ Yes ☐ No

If you are claiming to be sales tax exempt, please see Sales Tax Exemption - Part 2

Nature of your Business _____

List Affiliated Companies _____

Principal Owners or Officers are:

	Name	Home Address	City / State / Zip	Phone #
Owner/President				
Treasurer		Purchasing Agent		
Accounts Payable EMAIL		Acounts Payable Contact		

Banking Information:

Name of Bank: _____ **Phone #:** _____

Address _____ **City** _____ **State** _____ **Zip** _____ - _____

Account # _____ **Contact Name** _____

List Four Suppliers for use as References (No Leasing, Finance Companies or Subcontractors please)

	Company Name	City / State	Phone #	Fax #
(1)				
(2)				
(3)				
(4)				

This application and its terms and conditions supercedes any pre-printed credit reference forms you may have supplied to us. The information provided to Xylem Dewatering Solutions, Inc. on this application by the applicant(s) and any other information attached to this application including financial statements is warranted to be accurate, complete and true. Xylem Dewatering Solutions Inc. is authorized to investigate the applicants credit and to ask questions about its credit experiences with applicant.

Authorized Signature: _____ **Title:** _____ **Date:** _____

Please proceed to PART 2 of this Application

CUSTOMER ACCOUNT TERMS & CONDITIONS - Part 2

*We agree to standard terms of payment extended to us by Xylem Dewatering Solutions, Inc., which will be Net 30 days from date of invoice.

*We understand and agree to pay Xylem Dewatering Solutions, Inc., late charges at the rate of 1-1/2% per month (18% per annum) on any invoice not paid within the above terms. We understand that Xylem Dewatering Solutions, Inc. reserves the option of refusing further charges against our open account should the account become past due.

*We agree that should it become necessary for Xylem Dewatering Solutions, Inc. to pursue legal remedy, we will pay all costs which Xylem Dewatering Solutions, Inc., shall incur due to our failure to live up to this agreement.

INSURANCE:

*We understand that insurance for any equipment rented from Xylem Dewatering Solutions, Inc., is CUSTOMER'S responsibility.

*We agree to pay to Xylem Dewatering Solutions, Inc., within 30 days for any loss which may occur regardless of the nature of such loss, whether insured or not.

*We agree at the time of such loss to file the necessary police reports, insurance claims, etc., and to immediately advise Xylem Dewatering Solutions, Inc., as to the disposition of the same together with the name of our insurance carrier, address, policy number, etc.

*We agree that we are responsible, even though insured, for any amount not paid by our insurance carrier, including but not limited to such things as deductibles, depreciation, or any other amount which might be denied by our insurance carrier up to and including the full replacement value of the equipment.

Initial here indicating acceptance and understanding of above insurance paragraph: _____

SALES TAX EXEMPTION:

We understand that a sales tax exemption will not be allowed on our account unless Xylem Dewatering Solutions, Inc. shall have on file our current and valid certificate for such exemption.

We further agree that we are obligated to pay any amounts not allowed by the respective state or local government and that such amounts shall be paid in full upon notification that said exemption has been disallowed.

This payment obligation shall be without regard as to whether or not we have previously filed any tax exemption certificate(s) with Xylem Dewatering Solutions, Inc.

If you are claiming Sales Tax Exemption, please check all boxes that apply and include a copy of Sales Tax Exemption Certificate with this Application.

☐	**Resale**	☐	**Manufacturing / Mining**	☐	**Contractor /- Permanent Installation**
☐	**Farming**	☐	**Direct Pay Permit Holder**	☐	**Government / Exempt Organization**
☐	**Specified Jobs Only**	☐	**Other Explain:**		

WE UNDERSTAND ALL OF THE ABOVE TERMS AND CONDITIONS AND AGREE TO COMPLY WITH THE SAME

Authorized Signature of *Company Officer or Owner* _____ **Title** _____ **Date** _____

MUST BE SIGNED BY ***COMPANY OFFICER*** OR ***OWNER***

MINIMUM INSURANCE REQUIREMENTS FOR SERVICE CONTRACTORS AND EQUIPMENT PROVIDERS

When providing services or equipment to, or on behalf of, Xylem Dewatering Solutions, Inc. d/b/a Godwin Pumps of America, the following minimum insurance requirements must be maintained by all contractors, vendors, and their lower-tier contractors and vendors during the project, including requirements for a Certificate of Insurance:

- Commercial General Liability limits (including broad form contractual coverage) not less than $2,000,000 General Aggregate, $1,000,000 Products and Completed Operations Aggregate, $1,000,000 Per Occurrence, and $1,000,000 Personal and Advertising Injury. Aggregate limits must be per location/job and defense cost must be supplementary payments. Claims made policies are not accepted.

- Automobile Liability, including owned, hired, and non-owned vehicles (Employers Non-Ownership Liability), at a limit not less than $1,000,000.

- Statutory Workers' Compensation and Employers' Liability in compliance with applicable state laws.

- Excess/Umbrella Liability at a limit not less than $2,000,000.

- Specialty liability policies must also be obtained and maintained as needed, including but not necessarily limited to Builders Risk policy for projects under construction, renovation, or repair; and Contractor's Equipment policy that covers rented/leased equipment when non-owned tools and/or equipment are necessary to complete the work.

All coverages must be underwritten by licensed insurance companies rated no less than A- by A.M. Best. To verify compliance with these insurance requirements, all vendors must submit a Certificate of Insurance:

- Xylem Dewatering Solutions, Inc. d/b/a Godwin Pumps of America is to be named as the Certificate Holder:

  Xylem Dewatering Solutions, Inc.
  d/b/a Godwin Pumps of America
  84 Floodgate Road
  Bridgeport, NJ 08014

- The insurance certificate must state that Xylem Dewatering Solutions, Inc. and its related affiliates, subsidiaries and companies are named as additional insured and loss payee.

- Expiration dates, limits, and deductibles for each policy must also be noted.

- The certificate must contain a provision for notice of cancellation, non renewal, or material change to the certificate holder of not less than 30 days.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/09

PRODUCER
Insurance Broker Name
Address
Phone Number

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
Company Name (of the Customer)
Address

INSURER A: Carrier Name	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Inc. Contractual Liab. Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	GLO8196352	03/01/09	03/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Comp $250 X Coll $500	BAP8196336	03/01/09	03/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	553-092090-3	03/01/09	03/01/10	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC8196335 (OHIO STOP GAP)	03/01/09	03/01/10	X WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Contractors Equip	0824711 $500K OCC/$500K AGG	01/01/09	01/01/10	Blnkt Lim	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Xylem Dewatering Solutions, Inc. and its related affiliates, subsidiaries and companies are included as Loss Payee and Additional Insured as respects their interest in Leased/Rented equipment.

CERTIFICATE HOLDER

XYLEMWA

XYLEM
84 FLOODGATE ROAD
BRIDGEPORT, NJ 08014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

08/21/23
Purchasing/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT AN AGREEMENT FOR RENTAL OF A BLOWER UNIT AND AUTHORIZE EMERGENCY INSTALLATION EXPENSES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council enter into a lease agreement for a blower unit from APG-Neuros, Inc. with a $15,000.00 delivery charge and a $10,000.00 per month rental fee.
2. It is recommended City Council authorize emergency installation expenses to make the blower operational.
3. Funds are available in account number 590-590-54300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes acceptance of a lease agreement from APG-Neuros, Inc. for the rental of a blower unit.
2. The City Council authorizes emergency installation expenses to make the blower operational.
3. The City Council authorizes the Mayor and City Clerk to sign the agreement.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 21, 2023.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement

STAFF REPORT

Date: July 19, 2023

Subject: Emergency Blower Rental

From: Jon Burke, Clean Water Plant Superintendent

Date of Meeting: August 21, 2023

RECOMMENDATION:

It is recommended that the City Council accept the rental agreement as provided by APG Neuros for the rental of a blower unit with a $15,000 delivery charge and then $10,000 per month, potentially totaling $195,000 depending on the duration. Additionally, it is recommended that the City Council approve emergency installation expenses to make the rental blower operational up to $200,000.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Clean Water Plant provides state of the art wastewater treatment services to all residents and customers of Wyoming in a cost efficient and socially equitable way. Compromised and degraded infrastructure has the potential to interrupt day-to-day operations of the plant and, therefore, it is prudent to plan for its improvement and/or replacement to avoid this.

DISCUSSION:

The Clean Water Plant treats wastewater biologically, harnessing the oxidizing power of millions of microbes that live in the aeration basins. Because these organisms are aerobes, oxygen must be supplied to them in the form of air that is blown to the bottom of the basins, where it is diffused and dissolved in the water. There are five 500-hp blowers that accomplish this for us, which were put into service in 2008. Two of the five existing units have been sent to the manufacturer for overhaul in the last year and a half. The day after the second of these units was re-installed, there was a catastrophic failure of the blades in a third unit. Since the plant spends much of the year running four of the five blowers every day, this leaves us without any back-up blowers during the warm summer months when the air demand is at its highest.

The City is currently under contract with engineering consultant Donohue & Associates to engineer and design a blower replacement project. After the failure of the third blower, we reached out to the manufacturers that we were considering seeing if they rented blower equipment. One manufacturer, APG, happened to have a new unit available and agreed to rent it to us. The unit is of the size and type that the Donohue study determined would be needed in the replacement project anyway. APG has also offered to apply 100% of our rental costs toward the purchase of a new blower project.

The mechanical technology in the recommended replacement blowers is fundamentally different from that in the blowers we currently have, which will necessitate making changes to the electrical and mechanical systems in the blower building to accommodate the rental unit. Because this will be an emergency installation, we don't have engineering drawings or specs to use as the basis for electrical and mechanical quotes, but we did get prices from local electrical and mechanical contractors to approximate the cost of the installation. We estimate total costs of up to $200,000 for the installation of the rental unit. The electrical and mechanical work would have to be done at the point of blower replacement anyway, so the value from this work would carry over to the ultimate replacement project.

The costs of this work and the blower rental were not anticipated in our FY24 budget, however there is a surplus in our budget due to the blower replacement design project coming in underbudget, which is sufficient to cover the expenses for the emergency installation without a budget amendment.

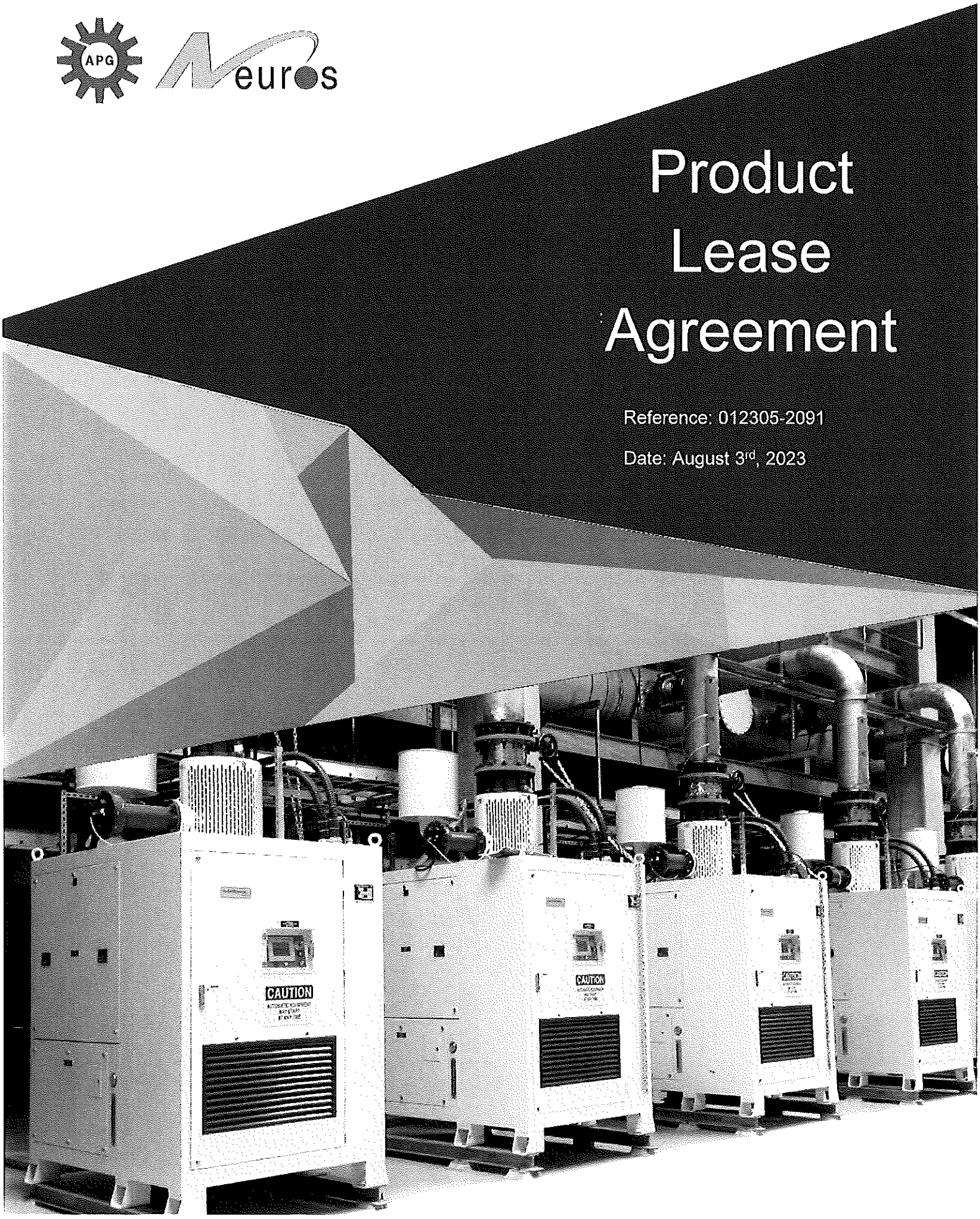
BUDGET IMPACT:

Sufficient funding is available in the Clean Water Plant account #590-590-54300-930.000.

Product Lease Agreement

Reference: 012305-2091

Date: August 3rd, 2023



The Product Lease Agreement

This Product Lease Agreement is made in duplicate, effective as of the signature date by and between APGN inc. *(d.b.a. APG Neuros)*, a corporation with offices located at 1270 Bd Michèle-Bohec, Blainville, QC J7C 5S4, **the "Vendor"**, and **City of Wyoming Clean Water Plant, MI, the "Customer"**, with reference to the following:

A. APG Neuros is engaged in the business of manufacturing, sales, distribution, and support of a variety of Turbo Blower and aeration products for the Water and Wastewater industries.

B. APG Neuros desires to Lease its Turbo Blower Model NX700D in a standard configuration with no to little modifications and with a recommended retail value of $700,000 as defined in Appendix A **(the "Blower Specification")** and Appendix B **(the "Blower Performance Data")** to the Customer ("Customer"), and the Customer desires to participate in the Product Lease, at **2350 Ivanrest Ave SW, Grandville, MI 49418** upon the terms and conditions set forth herein. THEREFORE, the parties hereto agree as follows:

1. Vendor shall arrange to deliver the Product to the operating facility (address as above) at a date mutually agreed by the parties and following the signature of this agreement.

2. Customer shall arrange for an authorized Contractor to install the Product at the Customer's facility under the specified installation requirements outlined by the Vendor. Connections to existing piping, electrical panels, headers are the responsibility of the Customer.

3. The Customer shall be responsible for expenses for on-site transportation of the Product to the designated premises, Inspection of the Product and installation of the Product.

4. The Vendor shall provide to Customer technical assistance with installation design layouts, technical assistance with integration with plant PLC/SCADA, blower commissioning, and Operation and Maintenance training.

5. Vendor shall certify that the Product has been installed indoors and is operating in accordance with all requirements for proper and successful operation.

6. At the signature of this Product Lease Agreement and acceptance of the Purchase Order, the Customer shall pay the Vendor $15,000.00 for shipping the blower to the site location (by land) and commissioning of the Product.

7. The Customer shall pay the Vendor for the Product Lease at a rate of $10,000.00 per month (monthly invoice for 100% of the lease rate - To be adjustable for partial billing (pro-rata) when starting/stopping in the middle of a month.).

8. The lease charges will begin upon start-up/beneficial use by the Customer and will end when the purchase order is received for the purchase of the unit.

9. Lease charges include a standard APG-Neuros warranty to cover the lease period covering the blower equipment. Changeable spares and consumables are not included.

10. The Product Lease shall be for a maximum period of 18 months.

11. At the end of the lease or at any time during the lease, the Customer can Purchase the leased Turbo Blower and will be credited 100% of the sum of the monthly lease charges paid to APG Neuros during the lease period against the blower recommended value. Any additional components or modifications required would be negotiated separately.

12. Customer shall notify Vendor in writing Thirty (30) days prior to the end of the lease period of the option selected.

13. The Customer shall be responsible for maintenance of the Product during the lease period. Vendor will authorize Customer or a Customer representative to perform the required maintenance as long as he/she has been trained by an APG Neuros authorized representative. The customer is responsible for troubleshooting, changing filters, etc. Vendor services can be offered for a price of $2,000 / day.

14. Customer understands and agrees that the Product being leased is not to be altered or modified without the express written consent of the Vendor.

15. Customer agrees to install the Product indoor and use the Product only in an environment and under circumstances consistent with the Product's Operating and Maintenance (O&M) manual. In addition, Customer further agrees to provide reasonable due care and safeguard of the Product while it is in the Customer possession.

16. The Customer will be liable for any damage caused to the Product that is not general wear and tear. Damage may be a result of dents from impact, fire, site flooding or losses that require disassembly, repair, or replacement. The final inspection will highlight any damage to the Product, allowing the Vendor to charge the Customer for the repairs which the Customer is liable to pay for.

17. Vendor warrants the Product for the maximum lease period of eighteen (18) months from commissioning that the Product will be free from defects in material and workmanship. Vendor's sole obligation under this warranty shall be to repair or replace such defective Product at its expense. Vendor shall not be obligated or responsible for any loss or damage including but not limited to, incidental or consequential damages such as interruption of business or any loss of business or profit, or any expense experienced by Customer or any third party arising out of any defect in or failure or inadequacy of performance of any product or service furnished by Vendor hereunder. This limitation on liability shall survive termination of this agreement.

18. This Agreement will be governed by and construed in accordance with the laws of Michigan.

19. This Agreement contains the entire understanding of the parties with respect to the matters contained herein. There are no promises, covenants, or undertakings other than those expressly set forth herein.

20. This Agreement may not be modified except by written notification between the authorized representatives of both parties.

21. Customer may not assign this agreement or any rights or obligations hereunder without the prior written consent of Vendor. Subject to the above restriction on assignment, this agreement shall inure to the benefit of and bind the successors and assignees of the parties.

22. If any term, provision, covenant, or condition of this agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect as if this agreement had been executed with the invalid portion thereof eliminated.

APG – Neuros Inc.
1270, Michele-Bohec Blainville, Québec, Canada, J7C 5S4
Tel : (450) 939-0799, www.apg-neuros.com

The undersigned warrant that he/she has the authority to bind to this Agreement the party, which he/she represents.

Customer: City of Wyoming Clean Water	Vendor: APGN inc.
Name: Kent Vanderwood	Name: Omar Hammoud
Signature:	Signature:
Title: Mayor	Title: CEO & President
Date:	Date: 01.08.2023

Name: Kelli A. VandenBerg

Signature:

Title: City Clerk

Date:

Approved as to form:

Scott G. Smith, City Attorney

APG – Neuros Inc.
1270, Michele-Bohec Blainville, Québec, Canada, J7C 5S4
Tel : (450) 939-0799, www.apg-neuros.com

Appendix A – Blower Specification

1. Standard Turbo Blower Equipment (Included)

1.1. Blower Package
   1. Blower Core with Permanent Magnet Synchronous Motor, Air Bearing and Forged Impeller
   2. High Performance Variable Speed Drive / Inverter
   3. Internal Harmonic Filter (can be installed after delivery due to lead time to delivery)
   4. Allen Bradley PLC based Local Control Panel for Control and Monitoring
   5. Sinewave (Sinus) Filter
   6. Built in Inlet Air Filter

2. Standard Documentation (Included)
   Submittal Information & Shop Drawings: PDF Electronic File
   1. Bill of Material
   2. Installation Drawings
   3. Electrical and Control Drawings
   4. Operation and Maintenance Manual
   5. Commissioning Instructions

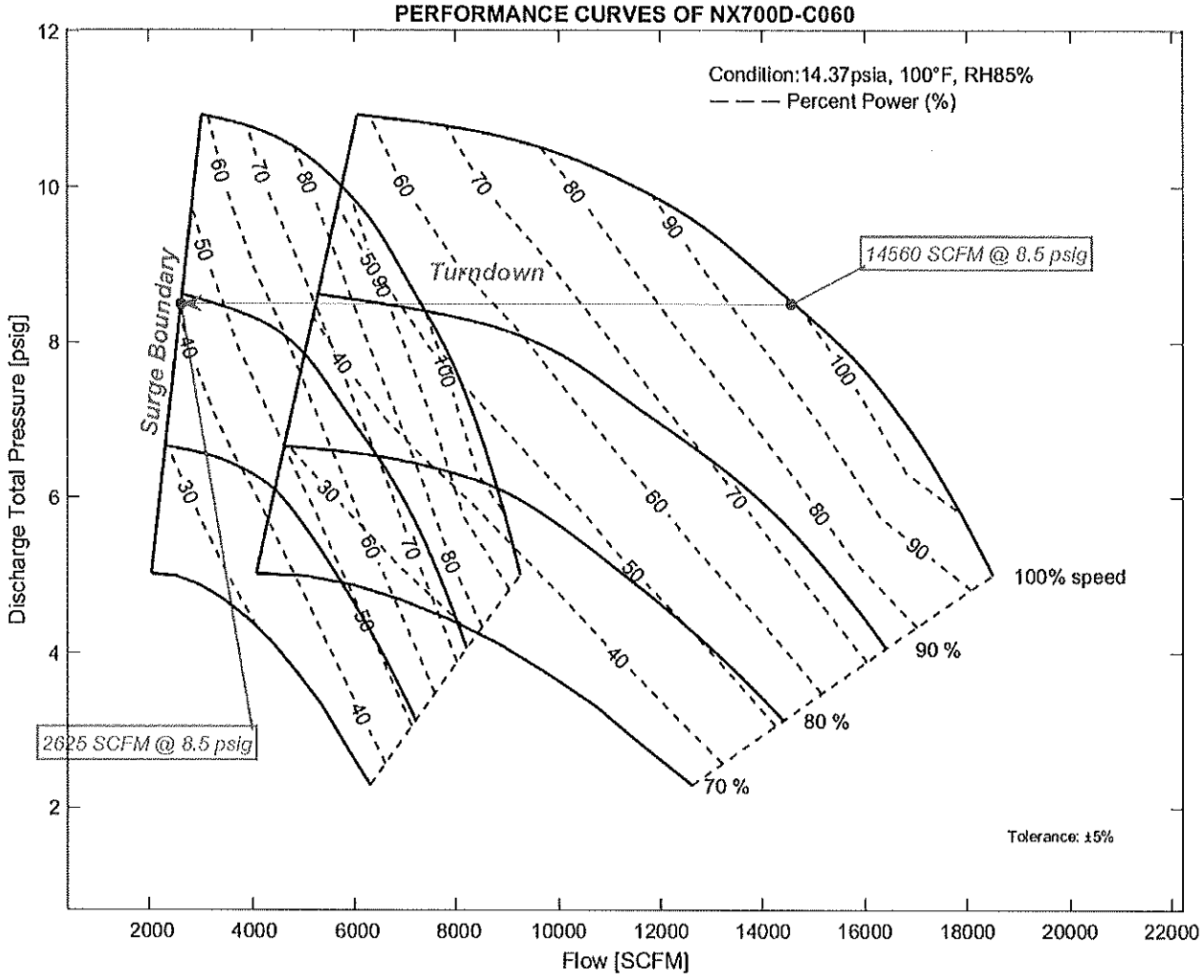
3. Standard Tests (Included)

   1. Standard Blower Package Functional Acceptance Test

4. Quality Assurance and Control and Product Certification

   A. APG-Neuros Quality Assurance program is ISO 9001 certified
   B. APG-Neuros Turbo Blower is UL / CSA/ CE certified

Appendix B – Blower Performance Data



- 2,625 SCFM @ 8.5 psig – 110kW
- 14,560 SCFM @ 8.5 psig – 535kW

Ambient conditions as defined in the performance curve above.

Performance based on ASME PTC-10 Performance Test Code.

08/21/23
Purchasing/LAJ

RESOLUTION NO._____

RESOLUTION TO APPROVE AMENDMENT NUMBER ONE FOR ENGINEERING AND DESIGN WORK FOR THE ACTIVATED SLUDGE BLOWER SYSTEM PROJECT

WHEREAS:

1. City Council accepted a proposal from Donohue & Associates to provide engineering and design work for the activated sludge blower system project via Resolution number 27523 on 11/21/22.
2. As detailed in the attached staff report, Donohue & Associates has provided the City with an amendment in the amount of $214,500.00.
3. It is recommended City Council accept the amendment.
4. Funds are available in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the amendment from Donohue & Associates for the activated sludge blower system project in the amount of $214,500.00.
2. The City Council authorizes the Mayor and City Clerk to sign the amendment.

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

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

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Amendment

STAFF REPORT

Date: July 31, 2023

Subject: Blower Replacement Project Amendment #1

From: Jon Burke, Clean Water Plant Superintendent

Date of Meeting: August 21, 2023

RECOMMENDATION:

It is recommended that the City Council accept the proposal as provided by Donohue & Associates for the final engineering and design work as described in the attached scope of services in Amendment #1, in the amount of $214,500.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Clean Water Plant provides state of the art wastewater treatment services to all residents and customers of Wyoming in a cost efficient and socially equitable way. Compromised and degraded infrastructure has the potential to interrupt day-to-day operations of the plant and, therefore, it is prudent to plan for its improvement and/or replacement to avoid this.

DISCUSSION:

With City Council Resolution No. 25237 dated September 8, 2015, the Clean Water Plant entered into an agreement with Donohue & Associates to study the efficiency of the Plant's aeration system. Several recommendations were made at that time, but due to financial limitations, only part of the improvements could be implemented. Over 15,000 diffusers were replaced in the summer of 2016 and some aeration system control work was done during the summer of 2017.

Both of these changes improved the operation and efficiency of the entire aeration system but with some new options with blower technology, it is now possible to complete the project and make the system run even more efficiently than ever. Due to the age of the current equipment and the need to rebuild one of the five existing blowers early in 2022, a purchase order was issued in July of 2022 to update the study with Donohue, obtain current pricing for a potential blower replacement project, and pursue State Revolving Fund financing.

Unfortunately, our project did not score high enough to be awarded SRF financing, so we now need to complete the design work and prepare bid documents for the project. The attached proposal from Donohue includes the scope of services to finish the project design and prepare the appropriate bid documents. The cost of this amendment to the contract is $244,500. There will also be a reduction of $30,000 for a deletion of SRF work that will not be completed, bringing the total engineering and design total to $320,500.

The cost of the work was anticipated and included in our FY24 budget.

BUDGET IMPACT:

Sufficient funding is available in the Clean Water Plant Capital Outlay account #590-590-54400-986.444.

08.21.2023 – BLOWER PROJECT

Current Blower Room Picture 1:

Current Blower Room Picture 2:

Blower Failure Picture 1

Blower Failure Picture 2

Blower Coupling Failure Picture

Memorandum

Date: August 3, 2023

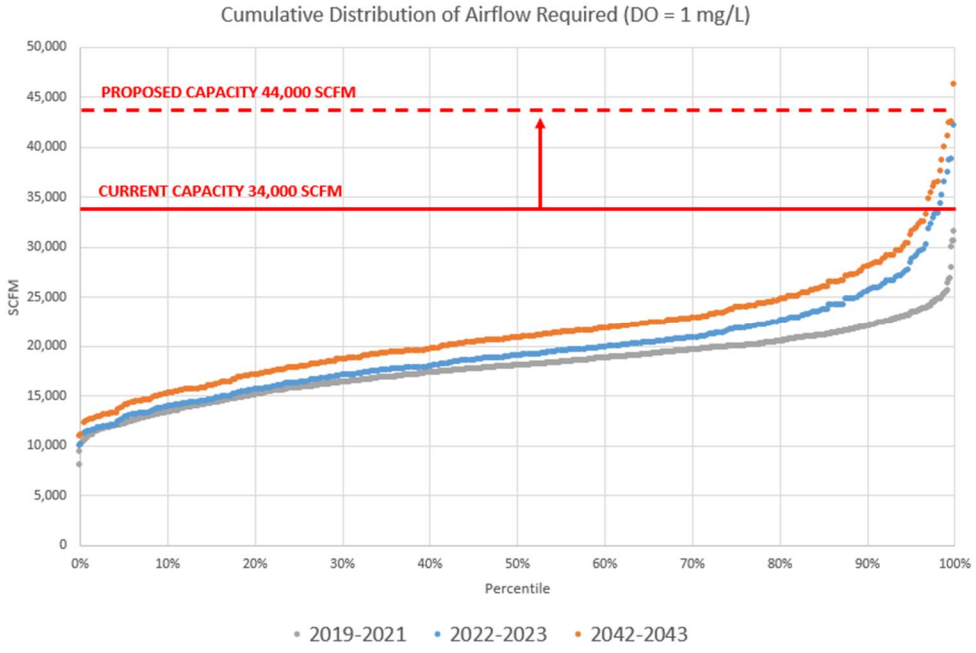
To: Jon Burke, City of Wyoming

Copy: Dan Kleinheksel, City of Wyoming
Kevin Lynch, City of Wyoming
Mike Harvey, Donohue & Associates
Ben Stephens, Donohue & Associates

From: TJ Bates, Donohue & Associates

Re: Activated Sludge Blower System
Blower Replacement Recommendation – V3

Donohue & Associates (Donohue) is currently retained by the City of Wyoming (City) to assist in evaluation of the activated sludge blower system at the City's Clean Water Plant (Plant). Activated sludge is a crucial component to successfully treating wastewater at the Plant and meeting discharge permit limits. Dating back to February of 2016, Donohue has been reviewing and advising the City on ways to optimize blower efficiency to save on operations costs. Most recently, Donohue completed an analysis of current blower operation and maintenance (O&M) costs versus replacement of the existing blowers with newer more energy efficient blower equipment. Two critical findings were made during this analysis 1) more efficient blower technologies can be used to decrease Plant operational costs and 2) the existing blower system has reached it's maximum treatment capacity. The graph below shows historical required air flow for 2019-2021, 2022-2023, and anticipated future demand in 2043.



As illustrated above, the blowers fail to meet maximum current air demands and are woefully undersized for future considerations. This leaves the Plant unable to treat unexpected increases in wastewater loadings or plan for future growth of the service population.

More recently, the Plant has experienced the failure of two existing blowers – one of which has been labeled as catastrophic and the other of which is still under investigation. This has left plant operations compromised and unable to adequately treat the influent waste stream. In this position, the plant is likely to face discharge permit violations from the State of Michigan.

Based on the information above and most recent blower failures, Donohue recommends the following advisable course of action be implemented as soon as possible:

1. Procure up to 15 rental pumps and air injectors as a temporary solution to address low air content in the activated sludge system.
2. Enter into a rent-to-own agreement with APG Neuros for the procurement of a NX700D blower.
3. Contract with Donohue to provide emergency engineering assistance in developing the necessary plans and details for connection of the NX700D to the existing air piping and electrical system.
4. Contract with local mechanical and electrical contractors for installation of the NX700D.

Donohue has a long working relationship with APG Neuros and their local manufacturer's representative, JGM Valve. As part of the most recent blower evaluation, Donohue has been in correspondence with both firms to determine the effectiveness of the APG offerings to meet the Plant's needs. The NX700D was one of the top rated blowers in Donohue's recent blower technology review. The size and efficiency of the NX700D also fit well in longer term plans that Donohue has started developing for the Plant.

Following completion of the emergency course of action outlined above, additional steps should be taken to complete a full overhaul and replacement of the existing blower system. This work can be completed on a more traditional schedule and will involve Owner review workshops and a traditional public bidding approach to the construction of the work.

In conclusion, based on increasing maintenance costs and decreased reliability of the existing blowers, replacement of the blowers is the clear and obvious solution for continued plant operations and compliance with discharge permits. This statement is further supported by predicted decrease in O&M costs of the new blowers following completion of the full project. By investing in larger and more efficient blowers, the City will be well-positioned to continue successful activated sludge treatment for the next 20 years.

DONOHUE

AMENDMENT NO. 1 to
ENGINEERING SERVICES AGREEMENT
Activated Sludge Blower System Preliminary Design and SRF Project Plan (Project)
Original Agreement Executed November 21, 2022

This Amendment is by and between:

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

and

Donohue & Associates, Inc. (Donohue)
3949 Sparks Drive SE, Suite 105
Grand Rapids, MI 49546

Who agree to amend the original Agreement, as follows:

PROJECT DESCRIPTION

Donohue was previously retained by the City to perform a Study to evaluate the current aging activated sludge blower system at the City's Clean Water Plant (Plant) and assess options for replacement of the existing blowers. Following the Study the City contracted with Donohue for a Preliminary Design of the Blower Improvements. During the Preliminary Design phase, Donohue completed an analysis of current blower operation and maintenance (O&M) costs versus replacement of the existing blowers with newer more energy efficient blower equipment. As a result of the Preliminary Design, the City selected APG Neuros blowers as the replacement units and is ready to proceed with Final Design. The Final Design includes the replacement of the existing blowers with new APG Neuros blowers, modifications to existing air distribution piping and control valves for operational improvements, and the associated structural, electrical, and controls system updates to accommodate the new blowers.

Recently, one of the City's blowers suffered a major mechanical failure. Due to the failure, in addition to the Final Design of the permanent blower replacement, the City has requested Donohue assist in the temporary installation of one new blower. This portion of the work will assist with temporary installation of one new blower while minimizing rework to the final complete blower installation. Donohue will produce a preliminary layout of all blowers, piping, filters, etc. to facilitate decisions regarding temporarily installation. Donohue will then work with the City and the selected contractor(s), help the City to negotiate a cost of installation with the contractor(s) and to assist the City with answering any questions, etc. during the temporary installation.

The Preliminary Design scope included the development of a SRF Project Planning Document and submittal of the document to the Michigan Department of Environment, Great Lakes and Energy (EGLE). During the initial phase of the Preliminary Design the City elected not to pursue SRF Funding. This amendment includes the deletion of this scope and resulting fee credit to the City.

PART I – B. SCOPE OF SERVICES

Task 1 –Assistance with Emergency Installation of One Blower

This task item includes the preparation of preliminary plans and details required for temporary installation of one blower. Documents will be submitted electronically (PDF version) to the Owner in advance of each review meeting.

1.01 Create draft preliminary layouts for all three blowers including equipment pads, suction and discharge air piping, and electrical power distribution.

1.02 Meet onsite with Owner selected contractor(s) to review draft preliminary layouts and discuss necessary level of detail to complete temporary installation of single blower.

1.03 Create contract level drawings for installation of one blower including: equipment pad changes, air piping changes and interconnections, and electrical power distribution.

1.04 Review contractor provided installation costs and make recommendations to City.

1.05 Coordinate with City and City retained contractor(s) during temporary installation. The contractor(s) will be contracted directly by the City.

Task 2 – Design Plans, Specifications, and Opinion of Probable Construction Cost

This task item includes the preparation of plans, specifications, and opinions of probable construction cost (OPCC) documents for the complete blower replacement. Based on the previously completed work, plan submittals will be provided at 60%, 90%, and Final Construction Documents suitable for bidding. Documents will be submitted electronically (PDF version) to the Owner in advance of each review meeting and prior to advertisement of bidding documents.

2.01 Design –Full blower replacement project:

a. Develop 60% Layouts, Draft P&IDs, and OPCC with all disciplines.

b. Submit 60% documents to the Owner for review.

c. Hold 60% Owner Review Workshop and submit meeting minutes afterwards.

d. Develop 90% documents including plans, specifications, and updated OPCC.

e. Complete internal quality reviews.

f. Submit 90% documents to the Owner for review.

g. Hold 90% Owner Review Workshop and submit meeting minutes afterwards.

h. Update 90% documents based on feedback from the Owner.

i. Submit Final Construction Documents, including plans, specifications, and OPCC, to Owner for bidding.

2.02 Part 41 Permit

a. On behalf of City, submit plans and specifications to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for review and granting of Part 41 permit.

b. Respond to any questions from EGLE.

Task 3 – Bid Phase Services

The following bid phase services will be provided:

3.01 Provide Owner with advertisement for bids and bidding documents.

3.02 Owner will advertise and post bidding documents on the Owner's website.

3.03 Prepare for and conduct pre-bid conference.

3.04 Respond to bidder questions.

3.05 Prepare and issue up to two addenda.

3.06 Attend bid opening.

3.07 Prepare recommendation of award letter based on Owner provided bid tabulation.

Task 4 – Initial Application for Energy Rebate

The following services will be provided regarding the Consumer Energy rebate:

4.01 Coordinate with City's project contact at Consumers Energy to determine needed information to support submission of an initial Application for Energy Rebate.

4.02 Work with Consumers Energy and City to measure existing energy demand to establish existing conditions and collect the needed data.

4.03 Complete and submit initial rebate application to Consumers Energy.

4.04 Coordinate with City and Consumers Energy on any questions pertaining to the application.

The following notes and clarifications are provided regarding the scope of this amendment.

1. Task for emergency installation of one blower does not include bid ready plans. Additionally, specifications and an opinion of probable construction cost will not be provided.
2. Specifications will be provided in CSI 50 division format.
3. Standard Donohue/EJCDC front end documents will be used along with City of Wyoming Request for Bids, proposal, and agreement form.
4. Scope does not include overall miscellaneous building upgrades.
5. Construction related services (anticipated to be provided under a separate amendment at a later date).
6. Submission of final Application for Energy Rebate (anticipated to be provided under a separate amendment at a later date). This task requires additional review of electrical data after the new blowers have been commissioned.

PART I – C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Amendment.

A preliminary project schedule is estimated as follows:

1. Task 1 – Emergency Blower Installation:	2 months from receipt of signed Amendment.
2. Task 2 - Design:	6 months from receipt of signed Amendment.
3. Task 3 – Bidding:	2 months following completion of Task 3.
4. Task 4 – Initial Energy Rebate	2 months following completion of Task 3.

Donohue's services under this Amendment will be considered complete when Donohue has delivered to the Owner the final recommendation of award letter and submitted initial power rebate information to Consumers Energy.

PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be increased by $244,500 for the additional scope and decreased $30,000, to reflect the deletion of the SRF Project Planning document work, resulting in a total contract amount of $320,500.

An additional fee breakdown is provided on the following page.

APPROVED FOR OWNER

By: _____

Printed Name: Kent Vanderwood

Title: Mayor

Date: _____

By: _____
Kelli A. VandenBerg, City Clerk

Approved as to form:

_____
Scott G. Smith, City Attorney

APPROVED FOR DONOHUE

By: _____

Printed Name: Michael W. Gerbitz

Title: SVP

Date: Aug. 16, 2023

Blower Final Design

City of Wyoming - Clean Water Plant

Levels of Effort (Hours) by Task

	Project Roles	Principal	PM	Process	Electrical	Controls	Structural	Civil	HVAC	QA/QC	Front End Specs
	Team Members	Harvey	Bates	Stephens	Farrer	Goecks	Reimes	Styf	Peeters	Wills	Bates
100	Emergency Blower Support										
105	Draft Blower Layouts	2	4	40	20	8					
110	Onsite Meetings with Owner and Contractor		24	12	12						
115	Contract Drawings	2	4	20	20	8	8				
120	Installation Support		24	12	8						
195	QA/QC Reviews									20	
Totals		4	56	84	60	16	8	0	0	20	0
200	Final Design										
205	60% Drawings and OPCC			120	50	50	24	24	40		12
210	90% Drawings, Specs, and OPCC		8	100	40	40	24	8	40		24
215	Bid Ready Documents		8	80	20	20	16	16	20		24
220	Owner Review Workshops (2)	16	16	24					12		
225	EGLE Part 41 Permit	4	20	40						4	
230	Consumers Energy Rebate Coordinations	2	8	20	8						
295	QA/QC Reviews									96	
Totals		22	60	384	118	110	64	48	112	100	60
300	Bidding Assistance										
305	Manager Pre-Bid Meeting		4	4							
310	Answer Bidder Questions		2	4	4	4			4		
315	Issue Addenda As Needed (2)		2	4							
320	Provide Award Recommendation to Owner		2	4						1	
Totals		0	10	16	4	4	0	0	4	1	0
Total Hours All Phases		26	126	484	182	130	72	48	116	121	60

Labor Fees and Expenses by Task

	Total Hours	Labor Fee	Travel Expenses	Other Expenses	Totals
100 Emergency Blower Support					
105 Draft Blower Layouts	74	$12,500			$12,500
110 Onsite Meetings with Owner and Contractor	48	$8,820			$8,820
115 Contract Drawings	62	$11,340			$11,340
120 Installation Support	44	$7,960			$7,960
195 QA/QC Reviews	20	$4,600			$4,600
Totals	248	$45,220	$0	$0	$45,220
200 Final Design					
205 60% Drawings and OPCC	320	$55,520			$55,520
210 90% Drawings, Specs, and OPCC	284	$49,880			$49,880
215 Bid Ready Documents	204	$34,660			$34,660
220 Owner Review Workshops (2)	68	$12,580			$12,580
225 EGLE Part 41 Permit	68	$11,020		$200	$11,220
230 Consumers Energy Rebate Coordinations	38	$6,380		$200	$6,580
295 QA/QC Reviews	96	$22,080			$22,080
Totals	1,078	$192,120	$0	$400	$192,520
300 Bidding Assistance					
305 Manager Pre-Bid Meeting	8	$1,300			$1,300
310 Answer Bidder Questions	18	$3,410			$3,410
315 Issue Addenda As Needed (2)	6	$910			$910
320 Provide Award Recommendation to Owner	7	$1,140			$1,140
Totals	39	$6,760	$0	$0	$6,760

Labor Fee Summary by Phase

	Project Roles	Principal	PM	Process	Electrical	Controls	Structural	Civil	HVAC	QA/QC	Front End Specs
	Team Members	Harvey	Bates	Stephens	Farrer	Goecks	Reimes	Styf	Peeters	Wills	Bates
	Hourly Labor Charge-Out Rates	$250	$195	$130	$215	$215	$180	$165	$195	$230	$195
Emergency Blower Support		$1,000	$10,920	$10,920	$12,900	$3,440	$1,440	$0	$0	$4,600	$0
Final Design		$5,500	$11,700	$49,920	$25,370	$23,650	$11,520	$7,920	$21,840	$23,000	$11,700
Bidding Assistance		$0	$1,950	$2,080	$860	$860	$0	$0	$780	$230	$0
Totals		$6,500	$24,570	$62,920	$39,130	$27,950	$12,960	$7,920	$22,620	$27,830	$11,700

Total Labor Hours and Fee Summary

Labor Hours	Labor Fee	Expenses	Total Fee
248	$45,220	$0	$45,220
1078	$192,120	$400	$192,520
39	$6,760	$0	$6,760
1365	$244,100	$400	$244,500

08/21/23
Purchasing/LAJ

RESOLUTION NO._____

RESOLUTION TO APPROVE AMENDMENT NUMBER TWO
FOR THE THIRD TRANSMISSION PIPELINE PROJECT

WHEREAS:

1. City Council accepted a proposal from Prein & Newhof to perform design engineering services for the third transmission pipeline via Resolution number 26249 on December 3, 2018.
2. As detailed in the attached staff report, Prein & Newhof has provided the City with an amendment in the amount of $113,000.00.
3. It is recommended City Council accept the amendment.
4. Funds are available in account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the amendment from Prein & Newhof for the third transmission pipeline in the amount of $113,000.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 21, 2023.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Amendment

STAFF REPORT

Date: August 10, 2023

Subject: Third Transmission Main Professional Services Proposal Amendment 2

From: Robert Veneklasen, Water Treatment Plant Superintendent

CC: Myron Erickson, Director of Public Works & Utilities

Meeting Date: August 21, 2023

RECOMMENDATION:

It is recommended the City Council approve the increase in cost for the engineering design changes to modify the route of the third transmission main to a more appropriate corridor. This change results in a contract increase of $73,000.00 for engineering design and $40,000.00 for permit fees; bringing the total contract increase to $113,000.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The proper corridor selection for the third transmission main is integral to the long-term planning and viability of the drinking water supply. Transmission mains are typically designed with a service life of approximately 100 years. The choice of corridor is therefore critical to serving water customers by effectively delivering water in a reliable and cost-effective manner for many years.

DISCUSSION:

The preliminary design of the third transmission main suggested following the Barry Street corridor east from 164th Avenue to approximately 96th Avenue where it would be connected to the two existing transmission mains. During the latter phase of the design several issues related to constructability and easement acquisition arose. Those issues, along with concerns about long-term risks, resilience, and ethical conduct became evident causing a review and ultimate modification of the pipeline route.

The best viable alternative identified was the VanBuren Street corridor. Changing to this route resulted in additional design effort as the preliminary work for the Barry corridor was partially complete. The VanBuren Street route also added approximately a mile of pipeline design to the north-south routes at the 164th and 96th Avenue corridors. This change was presented to City Council at the November 8, 2021 work session, where it was approved in principle.

BUDGET IMPACT:

The design services and permit allowance costs result in a second amendment to the current agreement with Prein & Newhof in the amount of $113,000.00. The revised contract amount will now be $1,369,000.00.

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

May 22, 2023

Mr. Robert Veneklasen
City of Wyoming
DK Shine Water Treatment Plant
16700 New Holland Street
Holland, MI 49424

RE: Professional Engineering Services Proposal
Third Transmission Main
Amendment 2 - Route Revision and Permitting

Dear Bob:

Prein&Newhof has been preparing construction documents for the first phase of Wyoming's proposed third transmission main. Final design engineering is underway and permitting will commence shortly. The design uses the Van Buren Street corridor as the primary east/west route of the pipeline per the route modification requested in November 2021. Permitting fees and route modification efforts represent requested changes in project scope. The following summarizes proposed Amendment 2 changes for the two items.

Route Modification

The original project concept was to construct a transmission main along the Barry Road alignment and its extension from 164th Avenue to approximately 96th Avenue. During preliminary design work, several issues related to easements, constructability and long-term risks, resiliency, reliability, and system goals were identified and discussed. After extensive review, the City elected to modify the route to follow the Van Buren Street alignment.

The change in route materially modified the required scope of engineering including:

- New OCRC ROW deviation request.
- The transmission main route length increased by approximately one mile.
- Preliminary work completed for the Barry route was not applicable to the revised route.
- Rework and additional survey and soil borings were required along the revised route.
- New aerial mapping.
- Road and drainage design increased by approximately 4.5 miles.

Further, preliminary design surge analysis of the transmission main indicated that the transmission system was potentially at risk of experiencing surge pressure events. Based on this finding, Black&Veatch was requested to complete a surge analysis and evaluate surge mitigation options. This additional effort would have been required regardless of the route after the surge issue was identified as part of the preliminary design. The study confirmed that surge mitigation is necessary to protect the transmission system and presented various surge mitigation options for consideration.

The route modifications and the additional design efforts result in an increase in project engineering. We are therefore requesting a project scope increase in the amount $73,000 for additional design engineer services.

Permitting

Permits for various aspects of the project will need to be obtained over the coming months. Prein&Newhof prepared a list and the estimated cost of permits and shared with the City. To expedite the permitting process and minimize repetitive staff time, the City inquired and Prein&Newhof agreed to manage the permit submission fees using an allowance in the engineering contract. The revision does not change the original permit engineering work effort. Estimated fees and the allowance fund proposed is as follows:

• OCRC Deviation Request	$500
• EGLE Streams, Floodplain and Wetlands	$2,000+
• EGLE Notice of Coverage	$400
• MDOT ROW	$500
• CSX Agreement (permit process only)	$8,500
• OCRC ROW	$18,600
• OCWRC	$1,000
• Contingency	$8,500
• TOTAL	$40,000

Permit fees booked against the allowance will be tracked separately and will be processed as a direct pass through without markup. Permit invoices documenting payment will be submitted to the City upon requested.

Contract Modification

In summary, engineering design services for the Third Transmission Main would result in the design effort being increased by $73,000. The permit allowance would add $40,000 to the contract. The total contract increase would be $113,000.

The proposed revised contract amount would be $1,369,000.

Thank you again for the opportunity to partner with you on this project. If you have any questions on the amendment, please do not hesitate to contact our office.

Sincerely,
Prein&Newhof

Mark R. Prein, P.E.

08/21/23
Purchasing/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FOR
ENGINEERING AND DESIGN WORK OF A SURGE SUPRESSION SYSTEM

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Prein & Newhof for engineering and design work of a surge suppression system for the transmission mains in the total estimated amount of $120,000.00.
2. Funds are budgeted in account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Prein & Newhof in the total estimated amount of $120,000.00.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 21, 2023.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

STAFF REPORT

Date: August 10, 2023

Subject: High Service Pump Station Surge Suppression System Conceptual Design

From: Robert Veneklasen, Water Treatment Plant Superintendent

CC: Myron Erickson, Director of Public Works & Utilities

Meeting Date: August 21, 2023

RECOMMENDATION:

It is recommended the City Council accept the proposal from the engineering design firm of Prein & Newhof for the conceptual design of a surge suppression system for the transmission mains leaving the water treatment plant at a cost of $120,000.00.

COMMUNITY, SAFETY, STEWARDSHIP:

There are two existing transmission mains leaving the water treatment plant that supply water to our customers. The transmission mains are large diameter pipelines that convey water from the treatment plant over 26.5 miles to the City's Gezon reservoirs. There are eight wholesale customers located in Ottawa County that are also connected to the transmission mains for their water supply. Protecting the integrity and viability of the transmission mains is integral to protecting the public health, providing fire protection, and fostering economic growth and development.

DISCUSSION:

During the design for the third transmission main an initial surge analysis was performed to determine the best manner to protect the pipelines. The analysis revealed the existing surge suppression equipment was barely capable of protecting the integrity of the two current transmission mains and there is no margin of safety. This condition along with the needs of the third transmission main indicated the need for a more robust surge suppression system to protect these critical pipelines.

Due to the present conditions and future requirements, Prein & Newhof have proposed a conceptual design for the surge suppression system. They will conduct a 30% design effort resulting in a summarized report evaluating three design options to best address the long term needs and solution for effective surge suppression to maintain the integrity of the transmission mains.

BUDGET IMPACT:

The cost of the conceptual design for the transmission main surge suppression system will come from the Water Plant capital improvements account: 591-591-57300-986.444.

CITY OF
Wyoming
MICHIGAN

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(OVER $8,500)

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Professional means Prein & Newhof, Inc., a Michigan corporation of 3355 Evergreen Dr NE, Grand Rapids, MI 49525.

Professional's personnel means Professional's directors, members, partners, officers, employees, contractors, consultants, agents and representatives and any other individuals or entities Professional engages to provide services under the Contract.

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means August 22, 2023.

Proposal means Professional's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

1. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants Professional is complying with and will comply with the Standard Terms.
4. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

By:_____
Kent Vanderwood, Mayor

By:_____
Kelli A. VandenBerg, City Clerk

Date signed: August 22, 2023

Approved as to form:

_____
Scott G. Smith, City Attorney

Prein & Newhof, Inc.

By:_____
Mark R. Prein, P.E.

Date signed: August 15, 2023

CITY OF Wyoming MICHIGAN

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions apply to this Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. Legal Compliance. Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.

3. Grant Compliance. If City identifies state or federal grants as a source of payment for any part of the project, Professional will review and comply with applicable grant requirements.

4. Qualifications. Professional represents and promises that:

A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within the last 3 years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within the last 3 years had one or more public contracts terminated for cause or default..

C. Unless otherwise approved by the City Purchasing Director or City Attorney, Professional and its subcontractors must register and be in good standing on the federal System for Award Management (**SAM**) list.

D. Professional is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

5. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs and actions, including City contracts and professionals' activities for or on behalf of City. Accordingly:

A. Professional in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Professional will engage with others on City's behalf, Professional will (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional will use language assistance services in communications.

D. Professional will include these requirements in sub- and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.

F. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.

6. Ethical Standards. Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.

7. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. W-9. Before beginning work Professional will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

9. Document Ownership and Use. Deliverables and other documents Professional generates as part of its Services, whether in paper, electronic or other media or format, including for example and without limitation, plans, specifications, bid documents, drawings, designs, and manuals, will belong to City upon City's payment of amounts due Professional under this Contract. City will hold Professional harmless from and indemnify Professional for any liability resulting from use of those documents for a purpose or project beyond the purposes and projects for which they were provided to City.

10. Intellectual Property. Professional guarantees the sale or use of software, copies, records, or other intellectual property provided or used to perform the Services and all deliverables will not infringe any intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights due to their use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Taxes. City is generally exempt from federal and state taxes. A copy of supporting documents can be requested by contacting City's Finance Department.

12. Professional Responsibility.

A. Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

13. Risk Allocation. Professional is solely responsible for the conduct of Professional's personnel.

A. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

B. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

C. Nothing in this Contract limits or is intended to limit Professional's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

14. Insurance. Professional must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: $2,000,000 Each Occurrence, $2,000,000 Personal & Advertising Injury, $2,000,000 General Aggregate, and $2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: $500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of the greater of $3,000,000 or the amounts to be paid Professional for services under the City Contract.

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

15. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Professional will, upon City's request, allow inspection, auditing, and copying of all retained records.

16. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Professional's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

17. Independent Contractor. Professional is wholly independent of City. None of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for acts, omissions, and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for the Services. City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

EXHIBIT B

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

July 5, 2023

Mr. Robert Veneklasen
City of Wyoming
DK Shine Water Treatment Plant
16700 New Holland Street
Holland, MI 49424

RE: Professional Engineering Services Proposal
Third Transmission Main
HSPS Surge Suppression System Conceptual Design

Dear Bob:

Thank you for this opportunity to provide our proposal for professional engineering services to assist the City of Wyoming with initial design work related to the High Service Pump Station (HSPS) Surge Suppression System.

Prein&Newhof has been preparing construction drawings for the first phase of the proposed third transmission main. During the design process, it was determined that additional surge mitigation is necessary to protect the transmission main system. The need was confirmed by Black&Veatch and various alternatives to mitigate were reviewed. The conclusion of the effort was that surge mitigation using surge suppression tanks would be the most effective and reliable method to address the HSPS surge issue. The HSPS Surge Suppression System will significantly benefit the existing transmission system in its current form.

Due to the complexity of the surge suppression design, it is recommended that a HSPS Surge Suppression System Conceptual Design Report be completed as the next step of solution implementation. We are proposing to partner with Black & Veatch to meet your needs. The goal will be to conduct 30% design efforts and summarize in a report.

Scope of Work

The HSPS Surge Suppression System Conceptual Design Report will address the following basic elements:

- Project Background and Need
- Surge analysis to select optimum number, size and connection points for the surge tanks
  - Up to three (3) options
- Identification of connection sizes, pipe routing, valve size and valve type
- Design of site layout
- Review and selection of tank esthetics and enclosures
- Preliminary selection of ancillary equipment and support systems
- Conduct a constructability review
- Prepare updated cost estimates
- Present conclusions and recommendations in a summary report

3355 Evergreen Drive, NE Grand Rapids, MI 49525 t.616-364-8491 f. 616-364-6955 www.preinnewhof.com

Schedule

We understand that Wyoming desires to expedite the surge tank efforts and to commence construction as soon as possible to minimize surge risks on the existing pipeline. We anticipate the HSPS Surge Suppression System Conceptual Design activities can be completed within sixteen (16) weeks after your direction to proceed.

Fee Estimate

We propose to perform these services on a time and material basis with a cost not to exceed $120,000. Should additional services be requested by you or required by conditions encountered, we would contact you and obtain your authorization prior to performing such services.

Thank you again for the opportunity to provide you with this proposal. If you have any questions on the proposal, please do not hesitate to contact our office.

Sincerely,
Prein&Newhof

Mark R. Prein, P.E.

Encl: Project Hours Worksheet
Professional Services Contract

R:\PRP - Proposal Preparation\City of Wyoming\2023-03 Surge Tank\ltr 2023-05-22 proposal.docx

Project Hours Worksheet

City of Wyoming - WTP HSPS Sruge Suppression System Conceptional Design

	P&N						B&V										
Staff Member	Sen. PM II M. Prein	Sen. Eng. II Taplin	Eng. Ridderbos	Sen. PM C. Prein	Sen. PM Brown	O. Tech M Van.	Sen. PM	Sen. Eng. Man.	QA/QC Engineer	Sr. I&C Eng.	Sr. Mech. Eng.	Sr. Planning Eng.	QA/QC Planning Eng.	Estimator	Finance & Admin	Mileage	Total Cost
Task I - Concept Design Report																	
Planning/Background																	
Internal Planning Meeting	2	2															
Kick-off Meeting with City and B&V (Remote)	1	1															
Data Collection from City	4	8														80	
Modeling							6	20	2			84	2		2		
Evaluate System for Surge -Max High and Low		6															
Confirm Tank, Pipe and valve sizing	6	24															
Results Meeting with City (Remote)	1	1															
Summary Memorandum of Recommendations		1															
Design Cirtieria							1	8	36	8	32						
Process Schematic	1	8		4													
Site Layout	2	14															
Connection Requirements		4	8														
Tank Enclosure/Building	1	16			12												
Support Systems		4	12	1													
Project Schedule - Impact Factors	1	2					1	2									
Estimate of Probable Costs		2	8		4		1	4						16			
Final Report	16	48				2	4	12	12		24	4					
Task I - Subtotal	**35**	**141**	**28**	**5**	**16**	**2**	**13**	**46**	**50**	**8**	**56**	**88**	**2**	**16**	**2**	**80**	**$98,830**
Task II - General																	
Sub Insurance/Admin																	
Project Administration (4 months)	36	36					10								19		
Task II - Subtotal	**36**	**36**	**0**	**0**	**0**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**19**	**0**	**$21,170**
Project Grand Total	**71**	**177**	**28**	**5**	**16**	**2**	**23**	**46**	**50**	**8**	**56**	**88**	**2**	**16**	**21**	**80**	**$120,000**

RESOLUTION NO._____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
ASPHALT AND CONCRETE LEVELING SEALANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of asphalt and concrete crack leveling sealant from Sherwin Industries, Inc. using the Kent County Road Commission bid.
2. Funds are budgeted in account numbers 202-441-46300-775.000 and 203-441-46300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of asphalt and concrete leveling sealant from Sherwin Industries, Inc. using the Kent County Road Commission bid.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 21, 2023.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

STAFF REPORT

Date: August 9, 2023

Subject: Bid Award – Asphalt & Concrete Crack Leveling Sealant

From: Jay VanDyke, Assistant Director of Public Works - Maintenance

Date of Meeting: August 21, 2023

RECOMMENDATION:
It is recommended that the City Council utilize the Kent County Road Commission bid for Asphalt & Concrete Crack Leveling Sealant and award the bid to Sherwin Industries, Inc. for the prices shown on the attached bid tabulation. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:
Crack leveling sealant, also known as mastic, is a rubber material that is applied to larger cracks in asphalt and concrete as a preventative road maintenance practice. It is generally applied to roads between 3 and 5 years after resurfacing, during the early stages of road degradation, and is one of the most cost-effective methods of extending road life. It can be applied easily and dries quickly, limiting the time staff are exposed to the dangers of traffic. Utilizing bids from surrounding communities allows the City to receive the best pricing on materials and services, thereby reducing the overall expense of maintenance materials.

DISCUSSION:
On January 17, 2023, bids were received by the Kent County Road Commission for Asphalt & Concrete Crack Leveling Sealant. P & T Products was the lowest bidder offering Dura-Fill Mastic at $0.54 per pound for delivered material, however, P & T products fails to meet the City's requirement of being registered with the Michigan Department of Licensing and Regulatory Affairs (LARA). P & T products was contacted multiple times about registering with LARA, but they never went through with it. Sherwin Industries Inc. was the second lowest bidder, offering Crafco #33339 Mastic One product at a price of $0.5555 per pound for delivered material if delivered from Ohio, or $0.565 per pound if delivered from Tennessee. The cost difference between P & T Products and Sherwin Industries Inc. equals out to be $0.0155 per pound if delivered from Ohio, and $0.025 if delivered from Tennessee. We have used the Mastic One product in the past with great results, so it is recommended that City Council award the bid to Sherwin Industries Inc. This is an overall decrease of 3.8% from 2022 pricing. It is expected that staff will use approximately $30,000 worth of sealing material this calendar year.

BUDGET IMPACT:
Sufficient funds are available in the major and local street maintenance accounts: 202-441-46300-775.000 and 203-441-46300-775.000.

ATTACHMENTS:
Contract, including Bid Tabulation

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means: Sherwin Industries, Inc.
[Name of contracting entity]
A Wisconsin corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2129 West Morgan Ave
[Contractor's street address]
Milwaukee, WI 53221
[Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: May 2, 2023.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. If this Contract is for a public improvement project costing $50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.
5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Sherwin Industries, Inc.

By: _____
[Signature of officer, director or principal of Contractor]
Randy S. Jackson, Vice President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: August 9, 2023

CITY OF
Wyoming
MICHIGAN

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. Legal Compliance. Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. Permits and Inspections. Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. Grant Compliance. Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. Qualifications. Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.

E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: $2,000,000 Each Occurrence, $2,000,000 Personal & Advertising Injury, $2,000,000 General Aggregate, and $2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: $500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSUREDS
If this Contract is for more than $5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. Independent Contractor. Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

EXHIBIT B

Kent County Road Commission

Bid Tabulation

Bid #23-MNT-10: Asphalt & Concrete Crack Leveling Sealant

Contract Term: December 31, 2023

Bidder	Manufacturer & Product Name	Cost Per Pound/Truckload	FOB Location	Pounds Per Box/Box Per Pallet/ Per Truckload
P & T Products	P & T Products Dura-Fill Mastic	$0.540	Sandusky, OH	30 lbs Per Box / 75 Boxes Per Pallet / 20 Pallets Per Truckload
Sherwin Industries	Crafco #33339 BX Mastic One	$0.5555	Youngstown, OH DeKalb, IL	40 lbs Per Box / 60 Boxes Per Pallet 18 Pallets Per Truckload
		$0.565	Halls, TN	
Maxwell Products	Maxwell Products Gap Mastic Mod 201	$0.67	Salt Lake City, UT	32-35 lbs Per Box / 70 Boxes Per Pallet

* 2023 Mastic Price Reflects a 1.91% Increase from the 2022 Price

STAFF RECOMMENDS FOR THE BOARD TO AWARD THE BID TO ALL BIDDERS

Bid Letting Date: 01/17/2023
Anticipated Award Date: 02/14/2023

08/21/23
Purchasing/LAJ

RESOLUTION NO._____

RESOLUTION TO EXTEND THE BID FOR GASOLINE AND DIESEL FUEL

WHEREAS:

1. City Council awarded the bid for gasoline and diesel fuel on September 8, 2020 via Resolution number 26778.
2. As detailed in the attached staff report Van Manen Petroleum Group has offered to extend their bid pricing through August 31, 2025.
3. Funds are budgeted in account numbers 661-441-52800-740.000, 590-590-54300-740.000, 591-591-55300-740.000, and 591-591-55900-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes extending the bid for gasoline and diesel fuel through August 31, 2025.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 21, 2023.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Letter

STAFF REPORT

Date: August 01, 2023

Subject: Fuel Bid Renewal 2023-2025

From: Donald Roest, Fleet Services Supervisor

Meeting Date: August 21, 2023

RECOMMENDATION:

The Public Works Department recommends that the City Council extend the bid for Gasoline and Diesel Fuel with Van Manen Petroleum through August 31, 2025, for the same unit prices from the original 3-year bid that expires on August 31, 2023.

COMMUNITY, SAFETY, STEWARDSHIP:

Gasoline and diesel fuel is used to power vehicles for the safety of the city as well as powering the emergency generators to keep essential functions of the city operating during power outages.

DISCUSSION:

On July 28, 2020, the City Clerk received four bids for gasoline and diesel fuel. Thirty-eight requests for bid were sent out. Four bids were received and evaluated from J&H Oil, Van Manen Petroleum, Crystal Flash, Inc., and Petroleum Traders. The low bid was awarded to Van Manen Petroleum at the September 8, 2020, Council meeting with resolution 26778. Van Manen Petroleum has agreed to extend this bid pricing for another two years ending August 31, 2025, for the same unit prices.

The City of Wyoming operates a fleet of over 300 vehicles and 7 standby generators. The vehicles range from mowers to fire trucks. In the event of loss of electrical power, standby generators supply power for the City Hall, Police Department, Clean Water Plant, Drinking Water Plant, Gezon Pumping Station and the Public Works building. Approximately 240,000 gallons of gasoline and diesel are used to fuel City vehicles, and another 35,000 gallons of diesel fuel are used for standby generators.

The fuel bid and contract are structured such that the City pays the following per gallon of fuel:

- Market (rack) price. On the date and time the fuel is delivered, the City pays the market price per gallon of gasoline or diesel fuel.
- Delivery cost. The city pays a per gallon delivery fee, for which this bid was developed.
- Winter diesel fuel additive. A diesel fuel additive is necessary for winter operations. The city pays for this on a per gallon basis, also for which this bid was developed.

The attached bid tabulation sheet indicates the specific cost information.

BUDGET IMPACT

Sufficient funds have been budgeted in the following accounts:

661-441-52800-740.000,
590-590-54300-740.000,
591-591-55300-740.000, and
591-591-55900-740.000.

The total expenditure on fuel is estimated to be $450,000.00 per year.

CITY OF WYOMING, MICHIGAN TABULATION OF BIDS			BIDDER			
			J&H Oil Company	Crystal Flash, Inc.	VanManen Petroleum	Petroleum Traders
DELIVERY SITE	TYPE OF FUEL					
PUBLIC WORKS BUILDING	REGULAR UNLEADED GASOLINE					
		Delivery Cost Price/Per Gallon	0.03500	0.03610	0.03250	0.02870
		Total	**0.03500**	**0.03610**	**0.03250**	**0.02870**
		Minimum Delivery Required (in gallons)	6,000	10,000	9,400	12,000
		Estimated Annual Requirements (in gallons)	195,000	195,000	195,000	195,000
		Total (Based on Estimated Annual Gallons)	**$ 6,825.00**	**$ 7,039.50**	**$ 6,337.50**	**$ 5,596.50**
	#2 DIESEL FUEL (Winter Additive)	Winter Diesel Fuel Additive	0.01750	0.00000	0.01300	0.01750
		Delivery Cost Price/Per Gallon	0.03500	0.03830	0.03250	0.02910
		Total	**0.05250**	**0.03830**	**0.04550**	**0.04660**
		Minimum Delivery Required (in gallons)	6,000	10,000	9,400	12,000
		Estimated Annual Requirements (in gallons)	**30,000**	**30,000**	**30,000**	**30,000**
		Total (Based on Estimated Annual Gallons)	**$ 1,575.00**	**$ 1,149.00**	**$ 1,365.00**	**$ 1,398.00**
	PREMIUM DIESEL FUEL	Winter Diesel Fuel Additive	0.02000	0.00000	0.01300	0.01750
		Delivery Cost Price/Per Gallon	0.15000	0.16000	0.17000	0.35000
		Total	**0.17000**	**0.16000**	**0.18300**	**0.36750**
		Minimum Delivery Required in Gallons	150	175	150	200
		Estimated Annual Requirements (in gallons)	**300**	**300**	**300**	**300**
		Total (Based on Estimated Annual Gallons)	**$ 51.00**	**$ 48.00**	**$ 54.90**	**$ 110.25**
WATER TREATMENT PLANT	REGULAR UNLEADED GASOLINE					
		Delivery Cost Price/Per Gallon	0.15000	0.14000	0.17000	0.35000
		Total	**0.15000**	**0.14000**	**0.17000**	**0.35000**
		Minimum Delivery Required (in gallons)	150	175	150	900
		Estimated Annual Requirements (in gallons)	**7,000**	**7,000**	**7,000**	**7,000**
		Total (Based on Estimated Annual Gallons)	**$ 1,050.00**	**$ 980.00**	**$ 1,190.00**	**$ 2,450.00**
	PREMIUM DIESEL FUEL	Winter Diesel Fuel Additive	0.01750	0.02000	0.01300	0.01750
		Delivery Cost Price/Per Gallon	0.03500	0.03310	0.04300	0.05840
		Total	**0.05250**	**0.05310**	**0.05600**	**0.07590**
		Minimum Delivery Required (in gallons)	6,000	7,500	7,000	7,000
		Estimated Annual Requirements (in gallons)	**20,000**	**20,000**	**20,000**	**20,000**
		Total (Based on Estimated Annual Gallons)	**$ 1,050.00**	**$ 1,062.00**	**$ 1,120.00**	**$ 1,518.00**
	#2 DIESEL FUEL	Winter Diesel Fuel Additive	0.02000	0.00000	0.01700	0.01750
		Delivery Cost Price/Per Gallon	0.15000	0.15000	0.17000	0.35000
		Total	**0.17000**	**0.15000**	**0.18700**	**0.36750**
		Minimum Delivery Required (in gallons)	150	175	150	100
		Estimated Annual Requirements (in gallons)	**400**	**400**	**400**	**400**
		Total (Based on Estimated Annual Gallons)	**$ 68.00**	**$ 60.00**	**$ 74.80**	**$ 147.00**
CLEAN WATER PLANT	PREMIUM DIESEL FUEL	Winter Diesel Fuel Additive	0.01750	0.02000	0.01300	0.01750
		Delivery Cost Price/Per Gallon	0.03500	0.03720	0.04300	0.04950
		Total	**0.05250**	**0.05720**	**0.05600**	**0.06700**
		Minimum Delivery Required in Gallons	6,000	7,500	10,000	9,000
		Estimated Annual Requirements (in gallons)	**10,000**	**10,000**	**10,000**	**10,000**
		Total (Based on Estimated Annual Gallons)	**$ 525.00**	**$ 572.00**	**$ 560.00**	**$ 670.00**
GEZON PUMPING STATION	PREMIUM DIESEL FUEL	Winter Diesel Fuel Additive	0.02000	0.00000	0.01300	0.01750
		Delivery Cost Price/Per Gallon	0.15000	0.15000	0.17000	0.35000
		Total	**0.17000**	**0.15000**	**0.18300**	**0.36750**
		Minimum Delivery Required in Gallons	150	175	150	900
		Estimated Annual Requirements (in gallons)	**2,000**	**2,000**	**2,000**	**2,000**
		Total (Based on Estimated Annual Gallons)	**$ 340.00**	**$ 300.00**	**$ 366.00**	**$ 735.00**
		Total	**$ 11,484.00**	**$ 11,210.50**	**$ 11,068.20**	**$ 12,624.75**
		Minimum Lead Time to Delivery & Other	12 hours	12 hours	12 Hours	24 Hours

VAN MANEN PETROLEUM GROUP

ATTN:
City of Wyoming

Van Manen Petroleum Group is happy to continue the contract with City of Wyoming based on the specs of the fuel bid #1851 awarded on September 8, 2020. Van Manen Petroleum Group will honor this bid up to a two year period.

Please be advised our trucks are able to haul a maximum of 13,400 gallons of product per truck (which is industry standard maximums).

Please let us know if you have any questions and we appreciate the opportunity to continue to serve the City of Wyoming.

Jordan Huizinga
616.915.3672
jordanh@vanmanen.com

08/21/23
Purchasing/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A QUOTE FOR THE
PURCHASE AND INSTALLATION OF SECURITY CAMERA SYSTEMS

WHEREAS:

1. As detailed in the attached staff report, quotes were received for the purchase and installation of security camera systems to monitor absentee ballot drop boxes to comply with the State of Michigan election law.
2. It is recommended City Council accept the quote from K Group Companies in the total estimated amount of $20,918.41.
3. Funds are available in account number 101-215-19100-980.094.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quote from K Group Companies for the purchase and installation of security camera systems.
2. The City Council authorizes the Mayor and City Clerk to sign an agreement in a form acceptable to the City Attorney.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 21, 2023.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Quote

STAFF REPORT

Date: August 15, 2023

Subject: Ballot Drop Box Security Camera Systems

From: Evan Remer, Office Specialist II

CC: Kelli VandenBerg, City Clerk

Meeting Date: August 21, 2023

RECOMMENDATION:

It is recommended City Council accept a proposal from K Group Companies in the amount of $20,918.41 for the purchase and installation of security camera systems to monitor absentee ballot drop boxes at each of the four City of Wyoming fire stations.

COMMUNITY, SAFETY, STEWARDSHIP:

Installation of security camera systems ensures the city is in compliance with state election law.

DISCUSSION:

The passing of Proposal 2 in November 2022 updated state election laws related to numerous election topics, including ballot drop boxes. Subsequent legislation also requires absentee ballot drop boxes be monitored with video surveillance. Staff has identified fire stations as an ideal location for drop boxes due to the geographic distribution throughout the community. Therefore, each of the four Wyoming fire stations will house a ballot drop box. Currently, these facilities are lacking the systems to support such video monitoring requirements.

As required by Proposal 2, the State of Michigan will reimburse all costs except for video monitoring storage expenses. Current legislation fails to establish video monitoring retention guidelines. The Clerk's Office and Information Technology Department will work with the City Attorney to establish a reasonable retention guideline, barring further clarification from additional legislation or direction by the Secretary of State. Costs for such monitored video storage range widely due to the varying lengths of potential retention and the size of the monitored video files.

Established vendors were asked to provide a proposal for the purchase and installation of security camera systems at all four fire stations. Proposed systems can retain 180 days of monitored video, an adequate amount based on current discussions. Quotes from each of the vendors are shown below:

Vendor/Contract	**Total Quote**
Knight Watch	$15,042.00
I2G Systems	$18,186.36
K Group Companies	$20,918.41

Although the quote from K Group Companies came in the highest, their proposal provides ample ability to expand camera coverage of the fire facilities as needed in the future. The other proposals assumed use of existing video storage at City Hall which could prevent or complicate the expansion of camera coverage to other parts of the fire facilities. In addition, Knight Watch provided only a summary quote lacking technological detail.

K Group's proposed systems can be completed within a desired timeline, allow for reimbursement from the state, and if needed, could support the implementation of additional video storage systems to support longer retention and larger monitored video files.

BUDGET IMPACT:

Adequate funds have been allocated to the Capital Outlay Video Camera account #101-215-19100-980.094 and are expected to be reimbursed by the State of Michigan.

Attachment:
Quote

GROUP
RIVERVIEW SERVICE

We have prepared a quote for you

Ballot Box Security Cameras

QUOTE #017247 V1

PREPARED FOR

City of Wyoming, Michigan

PREPARED BY

Jake Kuncaitis

Main: 888-235-6860
Email: Jakek@kgroupcompanies.com
Web: www.riverviewservice.org

Statement of Work

Incorporation

Incorporation

This Statement of Work (SOW) is governed under the terms of our Master Services Agreement (MSA) located at https://www.kgroupcompanies.com/Master-Service-Agreement. By accepting this SOW, you accept the terms of the MSA. If you cannot access the MSA or do not agree with the MSA, then do not sign this SOW and, instead, please contact us for more information. Only those services expressly listed in this SOW will be provided to you, and any other services, if required or requested, are out-of-scope and will require a separate SOW or amendment to this SOW.

Summary

See attached summary of coverage…

This proposal accounts for the provision, implementation, and commissioning of a new Avigilon Alta Video Management Solution. Please consider the following items when reviewing this:

- A new Avigilon Alta cloud instance will be erected for the City of Wyoming. This cloud instance will support scaling to include an unlimited number of users, security cameras, and sensors, on an as needed basis, going forward.
- Qty. (1) new HD IP security cameras will be installed at each of the (4) City of Wyoming Fire Departments. These new cameras will be strategically placed to monitor absentee voting activity at the ballot box(es) that are to be installed at a later date.
- Each of these security cameras will record to onboard storage inside the respective cameras.
- The included Alta Cloud subscription will allow for video to be retained 180+ days across each of the cameras. The video from onboard storage will be synchronized to the cloud through an active internet connection based on rules defined at the time of system commissioning.

For each of the above-listed systems, our Factory Acceptance Testing (FAT) services will be completed pre-implementation, at which time the system will be completely configured before the scheduled delivery to Customer's site.

Upon completion of the overall implementation, end user training of the new systems will be provided. This training is limited to (2) hours onsite, however there is no limit to the number of personnel who may be in attendance.

Assumptions

Please note that this proposal makes the following assumptions:

- This proposal assumes the City of Wyoming will view video from their workstations. This proposal does not include new servers, workstations, monitors, or TV's for public viewing purposes.
- It is assumed the priority for each of these cameras is capturing motion inside a defined area of interest and retaining that video for 180+ days. It is our expectation that preliminary camera framerate and resolution parameters will be set at time of installation, however these values may need to be adjusted down the road based on actual retention over time.
- This proposal assumes our installation team will have reasonable access to necessary areas in each of the Fire Station buildings; in some instances this includes sleeping coordinators.
- It is assumed open space above the existing ceiling is accessible for running cabling, and that cabling can be run free air. It is also assumed the required cabling support infrastructure for these lines is not already in place above the ceiling. Wherever possible, existing conduit and cabling trays will be utilized.
- It is assumed new cabling is not required to be plenum-rated and that all newly implemented data lines are required to be certified for speed and continuity prior to project completion. A validation report will be available for review upon request.

- It is assumed these cameras will be patched into Customer-provisioned Power over Ethernet (PoE) network switches; no new network switches or power supplies are accounted for in this proposal.
- This proposal accounts for on-site services, which are contingent on availability of sufficient access to perform these services. Insufficient access will delay the project timeline and may result in additional charges to the Customer.
- All work is to be completed during Riverview Service, Inc. normal business hours.

Additional Terms

Additional Terms

This SOW covers all permitting, submittal, and plan review requirements and/or fees that are reasonably known to Riverview Service as of the date of this SOW. In the event that additional materials or services ("Additional Items") are needed for the successful implementation of the Services, and the requirement of Additional Items were not known to Riverview Service as of the date of this SOW, then Riverview Service will acquire such Additional Items and invoice Customer for the cost of the Additional Items (services will be billed on a time and materials basis). You agree to pay the cost of all Additional Items, subject only to Riverview Service providing you with a written description of why the Additional Items were necessary. Additional Items will not exceed five percent (5%) of the total price indicated in this SOW without your prior written consent.

Final Comments

This proposal accounts for all known permitting, submittal, and plan review requirements and/or fees. In the event additional or not yet known Authority Having jurisdiction (AHJ) requirements are levied on this project, related fees will be passed to the Customer at Riverview Service, Inc.'s cost.

This proposal assumes that wherever possible Riverview Service, Inc. will re-use functional and compatible existing devices, as well as cabling and infrastructure, so long as they meet all local authority having jurisdiction requirements as applicable.

A Riverview Service, Inc. Project Coordinator will coordinate additional costs for required upgrades through the designated Site Contact and replace as necessary. Please note that any additional Time and Materials dollars that are not accounted for in this estimate will be added to the final project invoice on a Standard Project Time and Material basis.

This proposal will expire 30 days from the listed Proposal Date. If you wish to accept this proposal, please do so by checking the "approve order" box at the bottom of the proposal delivery site; A digital signature will be required as well.

When the order is approved, you will be invoiced a project down payment equal to the Product total plus 50% of Services; this is due upon receipt. Equipment will be ordered when payment is received.

Fire Station #1 - 1250 36th St. SW	Price	Qty	Ext. Price
Avigilon Alta Bullet Camera, White, Wide Lens, 120 Days Onboard Retention, 5MP, AI-powered Camera w/ IR and advanced microphone array, indoor and outdoor, up to 10-year Warranty w/ an Active Aware License	$2,343.20	1	$2,343.20
Conduit back box in White for Bullet	$127.20	1	$127.20
Cable, Cat6+ 23/4 Solid, Riser, White, 1'	$0.35	150	$52.50
Leviton Telcom 1-Port Surface Mount Box, QuickPort Biscuit	$3.09	1	$3.09
QuickPort Connector, Cat6, Orange	$10.85	1	$10.85

Main: 888-235-6860
Email: Jakek@kgroupcompanies.com
Web: www.riverviewservice.org

Fire Station #1 - 1250 36th St. SW	Price	Qty	Ext. Price
ICC Cat6 Patch Cable, White, 3'	$3.30	1	$3.30
Cat6 Patch Cable, White, 10'	$7.10	1	$7.10
3/4" J-Hook	$3.93	15	$58.95
1-Gang Outdoor Box, (3) 3/4" Hubs	$10.75	1	$10.75
Outdoor Box Cover, 1-Gang	$3.59	1	$3.59
10.1 fl. oz. Yellow Fire-Barrier Sealant Caulk IC 15WB Plus, 3-hr Rated	$21.67	1	$21.67
Miscellaneous project consumables	$25.00	1	$25.00
		Subtotal:	**$2,667.20**

Fire Station #2 - 4507 S. Division Ave.	Price	Qty	Ext. Price
Avigilon Alta Bullet Camera, White, Wide Lens, 120 Days Onboard Retention, 5MP, AI-powered Camera w/ IR and advanced microphone array, indoor and outdoor, up to 10-year Warranty w/ an Active Aware License	$2,343.20	1	$2,343.20
Conduit back box in White for Bullet	$127.20	1	$127.20
Cable, Cat6+ 23/4 Solid, Riser, White, 1'	$0.35	150	$52.50
Leviton Telcom 1-Port Surface Mount Box, QuickPort Biscuit	$3.09	1	$3.09
QuickPort Connector, Cat6, Orange	$10.85	1	$10.85
ICC Cat6 Patch Cable, White, 3'	$3.30	1	$3.30
Cat6 Patch Cable, White, 10'	$7.10	1	$7.10
3/4" J-Hook	$3.93	10	$39.30
10.1 fl. oz. Yellow Fire-Barrier Sealant Caulk IC 15WB Plus, 3-hr Rated	$21.67	1	$21.67
Miscellaneous project consumables	$25.00	1	$25.00
		Subtotal:	**$2,633.21**

Fire Station #3 - 2300 Gezon PKWY SW	Price	Qty	Ext. Price
Avigilon Alta Bullet Camera, White, Wide Lens, 120 Days Onboard Retention, 5MP, AI-powered Camera w/ IR and advanced microphone array, indoor and outdoor, up to 10-year Warranty w/ an Active Aware License	$2,343.20	1	$2,343.20

Main: 888-235-6860
Email: Jakek@kgroupcompanies.com
Web: www.riverviewservice.org

Fire Station #3 - 2300 Gezon PKWY SW	Price	Qty	Ext. Price
Conduit back box in White for Bullet	$127.20	1	$127.20
Cable, Cat6+ 23/4 Solid, Riser, White, 1'	$0.35	150	$52.50
Leviton Telcom 1-Port Surface Mount Box, QuickPort Biscuit	$3.09	1	$3.09
QuickPort Connector, Cat6, Orange	$10.85	1	$10.85
ICC Cat6 Patch Cable, White, 3'	$3.30	1	$3.30
Cat6 Patch Cable, White, 10'	$7.10	1	$7.10
3/4" J-Hook	$3.93	10	$39.30
3/4" EMT Thinwall Conduit	$2.14	10	$21.40
3/4" EMT Conduit Set-Screw Connector (priced/each)	$1.03	2	$2.06
3/4" EMT Conduit Set Screw Coupling (priced/each)	$3.99	2	$7.98
3/4" EMT Insulated Conduit Bushing (End Cap)	$0.13	1	$0.13
3/4" EMT conduit 1-hole strap (priced/each)	$0.57	5	$2.85
4-Square Box Cover, Blank	$0.78	1	$0.78
4-Square Electrical Box, Shallow, 1/2" & 3/4" KO	$1.26	1	$1.26
Miscellaneous project consumables	$25.00	1	$25.00
		Subtotal:	**$2,648.00**

Fire Station #4 - 1500 Burton St. SW	Price	Qty	Ext. Price
Avigilon Alta Bullet Camera, White, Tele Lens, 120 Days Onboard Retention, 5MP, AI-powered Camera w/ IR and advanced microphone array, indoor and outdoor, up to 10-year Warranty w/ an Active Aware License	$2,407.20	1	$2,407.20
Conduit back box in White for Bullet	$127.20	1	$127.20
Cable, Cat6+ 23/4 Solid, Riser, White, 1'	$0.35	150	$52.50
Leviton Telcom 1-Port Surface Mount Box, QuickPort Biscuit	$3.09	1	$3.09
QuickPort Connector, Cat6, Orange	$10.85	1	$10.85
ICC Cat6 Patch Cable, White, 3'	$3.30	1	$3.30
Cat6 Patch Cable, White, 10'	$7.10	1	$7.10

Main: 888-235-6860
Email: Jakek@kgroupcompanies.com
Web: www.riverviewservice.org

Fire Station #4 - 1500 Burton St. SW	Price	Qty	Ext. Price
3/4" J-Hook	$3.93	10	$39.30
3/4" EMT Thinwall Conduit	$2.14	10	$21.40
3/4" EMT Conduit Set-Screw Connector (priced/each)	$1.03	2	$2.06
3/4" EMT Conduit Set Screw Coupling (priced/each)	$3.99	2	$7.98
3/4" EMT Insulated Conduit Bushing (End Cap)	$0.13	1	$0.13
3/4" EMT conduit 1-hole strap (priced/each)	$0.57	5	$2.85
4-Square Box Cover, Blank	$0.78	1	$0.78
4-Square Electrical Box, Shallow, 1/2" & 3/4" KO	$1.26	1	$1.26
Miscellaneous project consumables	$25.00	1	$25.00
		Subtotal:	**$2,712.00**

Services	Price	Qty	Ext. Price
System Implementation, Commissioning and Training	$8,202.00	1	$8,202.00
		Subtotal:	**$8,202.00**

Estimated Expenses	Price	Qty	Ext. Price
Estimated Equipment Rental (25' electric scissor lift, narrow; per week)	$1,140.00	1	$1,140.00
		Subtotal:	**$1,140.00**

Annual Services	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Avigilon Alta Aware Cloud Subscription (per camera); Includes real-time video-analytics and 30 days cloud storage.	$179.00	$179.00	4	$716.00	$716.00
				Annual Subtotal:	**$716.00**
				Subtotal:	**$716.00**

Main: 888-235-6860
Email: Jakek@kgroupcompanies.com
Web: www.riverviewservice.org

Ballot Box Security Cameras

Prepared by:

Riverview Service, Inc.
Jake Kuncaitis
(888) 235-6860 ext. 135
Jakek@kgroupcompanies.com

Prepared for:

City of Wyoming, Michigan
1155 28th St SW
Wyoming, MI 49509
Paul Gerndt
(616) 530-7228
paul.gerndt@wyomingmi.gov

Quote Information:

Quote #: 017247
Version: 1
Delivery Date: 08/04/2023
Expiration Date: 09/04/2023

Quote Summary

Description	Amount
Fire Station #1 - 1250 36th St. SW	$2,667.20
Fire Station #2 - 4507 S. Division Ave.	$2,633.21
Fire Station #3 - 2300 Gezon PKWY SW	$2,648.00
Fire Station #4 - 1500 Burton St. SW	$2,712.00
Services	$8,202.00
Estimated Expenses	$1,140.00
Annual Services	$716.00
Subtotal:	**$20,718.41**
Shipping:	**$200.00**
Total:	**$20,918.41**

Annual Expenses Summary

Description	Amount
Annual Services	$716.00
Annual Total:	**$716.00**

This SOW covers all permitting, submittal, and plan review requirements and/or fees that are reasonably known to Riverview Service as of the date of this SOW. In the event that additional materials or services (“Additional Items”) are needed for the successful implementation of the Services, and the requirement of Additional Items were not known to Riverview Service as of the date of this SOW, then Riverview Service will acquire such Additional Items and invoice Customer for the cost of the Additional Items (services will be billed on a time and materials basis). You agree to pay the cost of all Additional Items, subject only to Riverview Service providing you with a written description of why the Additional Items were necessary. Additional Items will not exceed five percent (5%) of the total price indicated in this SOW without your prior written consent.

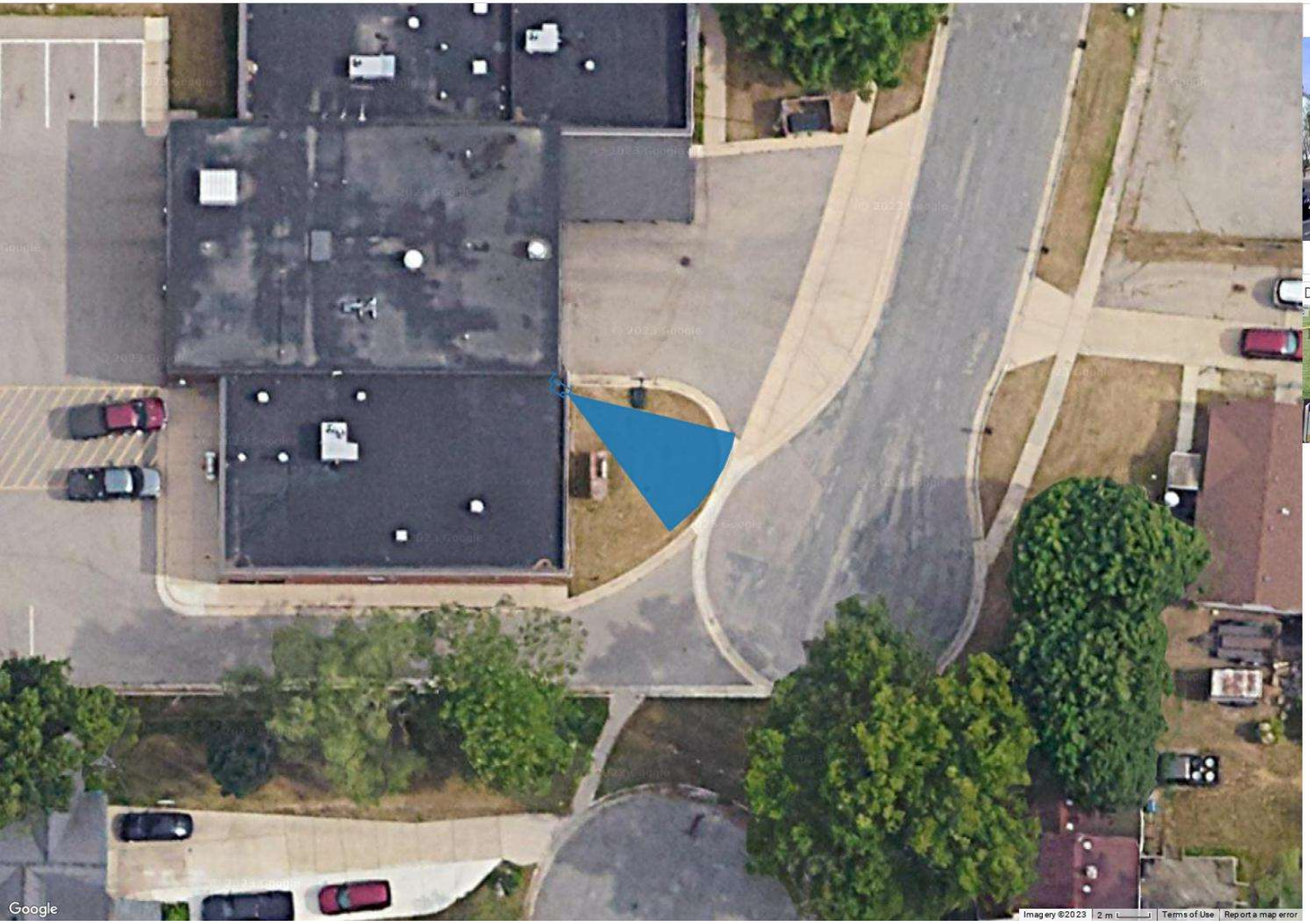
Main: 888-235-6860
Email: Jakek@kgroupcompanies.com
Web: www.riverviewservice.org

GROUP
RIVERVIEW SERVICE

Riverview Service, Inc.		City of Wyoming, Michigan	
Signature:		Signature:	
Name:	Jake Kuncaitis, CPP, CSSA	Name:	
Title:	Certified Protection Professional	Date:	
Date:	08/04/2023		

Fire Station #1 Ballot Box Camera

Model: Ava Bullet Wide 5MP **Resolution:** 3072x1728
HAoV: 40° **Distance:** 35ft **Width:** 24.3ft **PPF:** 126.3
Imager: 1/1.8" **Focal Length:** 4.3 - 10.8mm **Camera Height:** 10.00ft **Tilt:** -11.25° **Scene Height:** 10.00ft



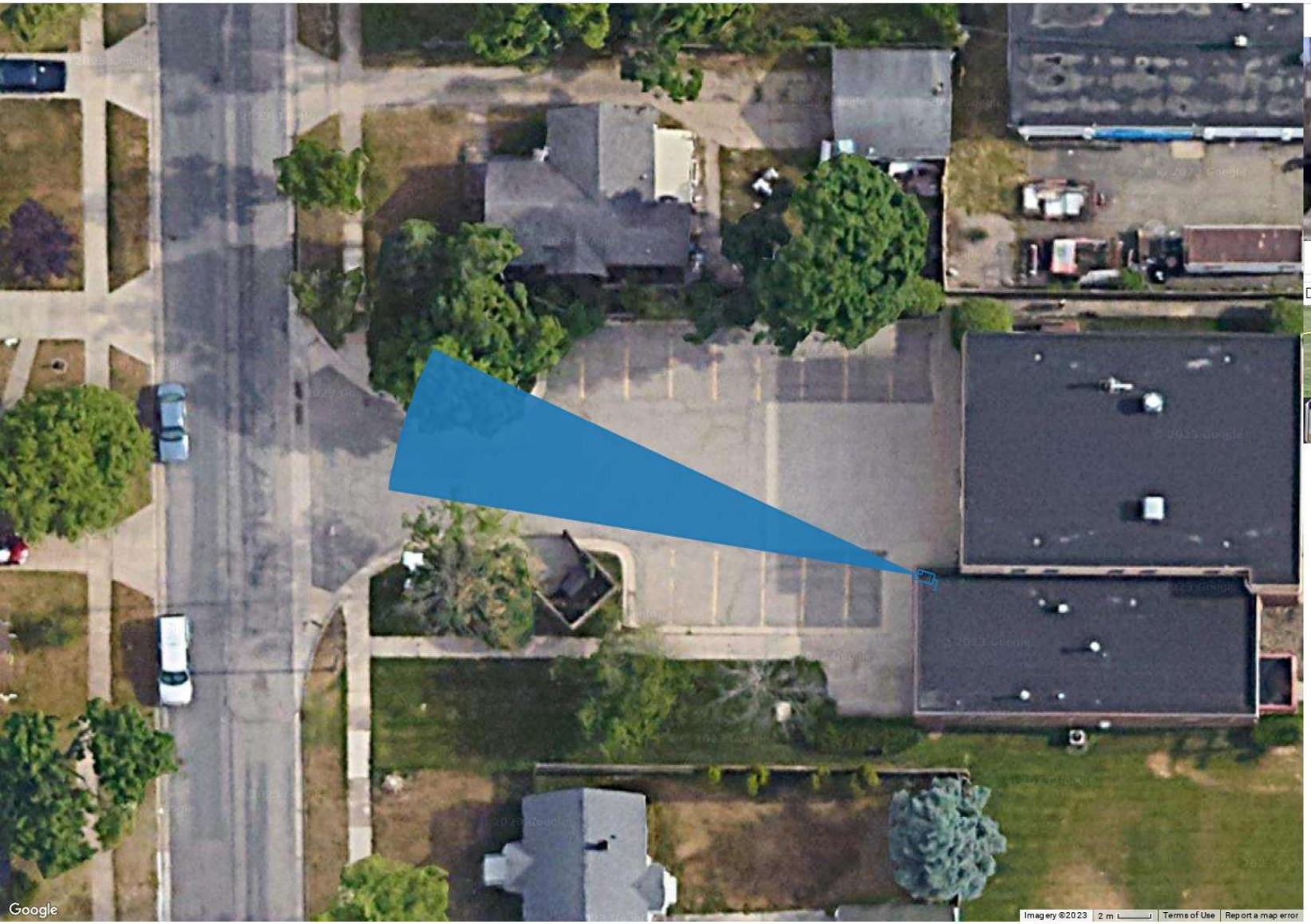
Day - Ideal Dark No IR

126.3 ppf
35 ft
Away

Warning results may vary depending on light and camera

Fire Station #2 Ballot Box Camera

Model: Ava Bullet Tele 5MP **Resolution:** 3072x1728
HAoV: 16° **Distance:** 109ft **Width:** 30.4ft **PPF:** 101.1
Imager: 1/1.8" **Focal Length:** 11 - 28mm **Camera Height:** 10.00ft **Tilt:** -4.50° **Scene Height:** 10.00ft



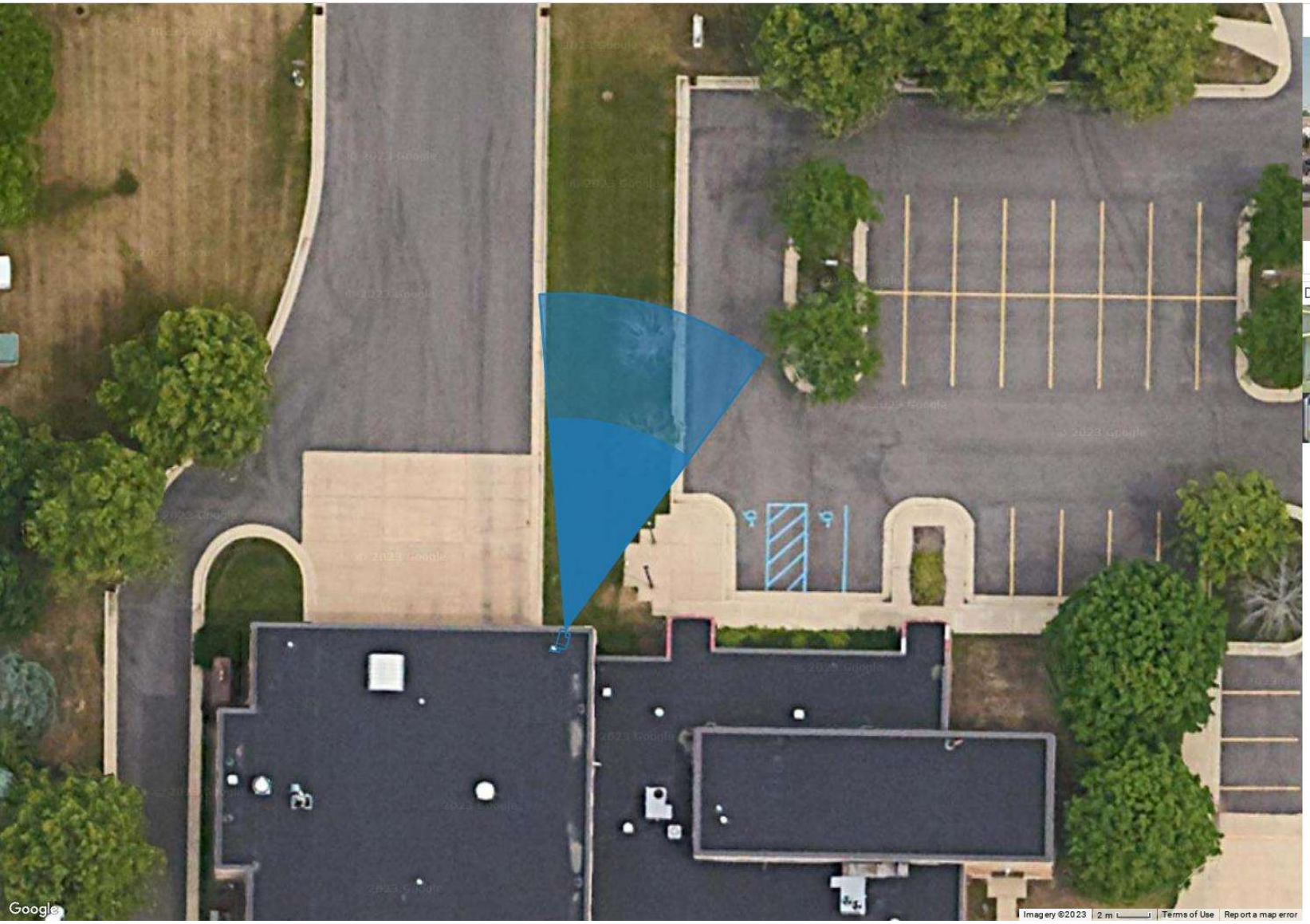
Day - Ideal Dark No IR

101.1 ppf
109 ft
Away

Warning results may vary depending on light and camera

Fire Station #3 Ballot Box Camera

Model: Ava Bullet Wide 5MP **Resolution:** 3072x1728
HAoV: 40° **Distance:** 70ft **Width:** 48.7ft **PPF:** 63.1
Imager: 1/1.8" **Focal Length:** 4.3 - 10.8mm **Camera Height:** 10.00ft **Tilt:** -11.25° **Scene Height:** 10.00ft



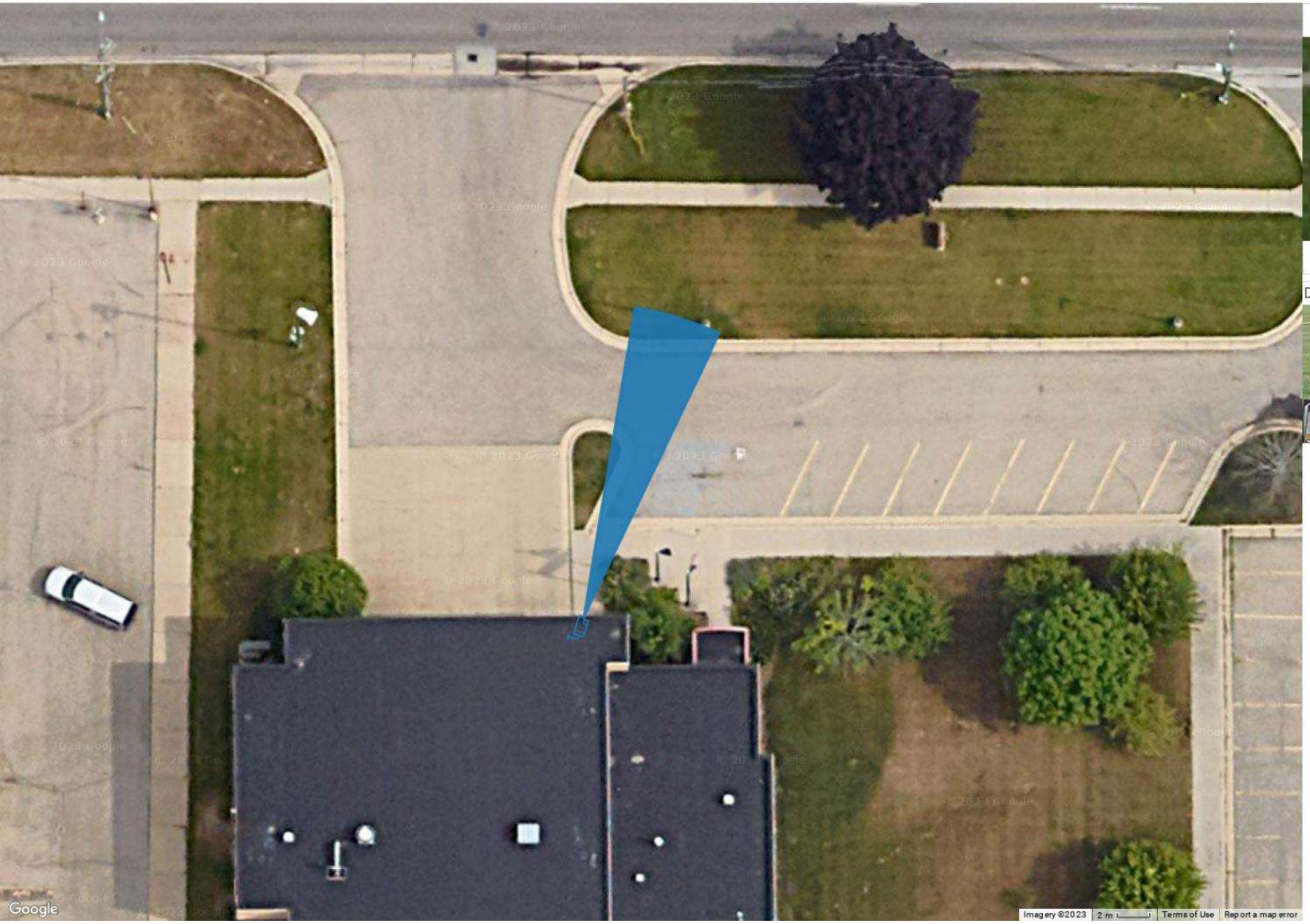
Day - Ideal Dark No IR

63.1 ppf
70 ft
Away

Warning results may vary depending on light and camera

Fire Station #4 Ballot Box Camera

Model: Ava Bullet Tele 5MP **Resolution:** 3072x1728
HAoV: 16° **Distance:** 65ft **Width:** 18.1ft **PPF:** 169.3
Imager: 1/1.8" **Focal Length:** 11 - 28mm **Camera Height:** 10.00ft **Tilt:** -4.50° **Scene Height:** 10.00ft



Day - Ideal Dark No IR

169.3 ppf
65 ft
Away

Warning results may vary depending on light and camera

AVIGILON™

SECURITY PORTFOLIO

Security that evolves. Safety that endures.

Security isn't one-size-fits-all. We give you the freedom to choose the physical security solutions that work best for your needs. With a range of cameras, video software, access control options and mobile solutions, Avigilon offers end-to-end protection for any size deployment, without ever sacrificing convenience, visibility or security.

AVIGILON™ ALTA

Avigilon Alta

Cloud video security and access control suite

Futureproof Adaptability

The cutting-edge protection you need today, designed to evolve effortlessly for whatever security challenges come next

Intelligent AI Monitoring

Know what's happening and respond in real-time, from anywhere and on any device

Unlimited Integration Support

Works with what you have now, and all the technology you'll adopt later

Anywhere Access

Cloud-native technology is 100% serverless for fully remote management and an amazing mobile experience

AVIGILON™ UNITY

Avigilon Unity

AI-powered on-premises solutions for video and access control

Unified Systems

Pair powerful video security systems with real-time access activity for complete situational awareness

Intuitive Analytics

Built with AI intelligence to empower you to detect, verify and act on critical events

Always Alert, Always on

Cloud-administered management lets you access and control security from anywhere

Secure and Compliant

ONVIF-compliant cameras, FIPS 201-2 compliant access solutions, and GSA Approved pivClass technology products

MOTOROLA SOLUTIONS

BULLET

Wide Tele

Available in wide and tele lenses for flexible coverage

Built-in AI video and audio analytics and on-device storage

Simple to install with innovative sliding body design and easy onboarding

Factory-installed certificates backed by a trusted platform module (TPM)

Dynamic resolution up to 4K

Designed and developed in Norway and the UK

Image sensor
8MP (4K) or 5MP

Image sensor size format
1/1.8”

Lens (wide)
Focal length: 4.3-10.8mm
Aperture: ƒ/1.38-ƒ/2.8
Zoom

Lens (tele)
Focal length: 11-28mm
Aperture: ƒ/1.47-ƒ/1.69
Zoom

Zoom
2.5x

IR night vision
Automatic night mode
IR-cut filter
850 nm IR LED

Color night vision*
*To be confirmed

Field of view (wide)
100°-40° Horizontal
53°-23° Vertical

Field of view (tele)
39°-16° Horizontal
23°-9° Vertical

Maximum resolution & Frame rate 8MP (4K)
3840x2160@30fps

Maximum resolution & Frame rate 5MP
3072x1728@30fps

Dynamic range
Multi-exposure line-based HDR

Audio
Microphone array (4x microphones)
Audio classification
Audio localization

Security
Trusted Platform Module (TPM 2.0), Factory installed certificates, No default passwords, Mandatory access authentication, HTTPS/TLS encryption

Video compression
H.265, H.264, Motion JPEG

Network protocols
IPv4, HTTPS, TLS, DNS, mDNS, DNS-SD, NTP, RTSP, RTP, RTCP, ICMP, DHCP, ARP
Streaming: RTP/UDP, RTP/RTSP/HTTPS/TCP

Power source
PoE+ (802.3at Type 2), normal operation
PoE (802.3 af), without heat and IR
USB-C, installation only

Power consumption
Typical: 5 W
Max without heater, with IR: 12.95 W
Max with heater: 23 W

Storage
2x MicroSD, SDXC UHS-I

Connection
802.3u 10/100 Ethernet
USB-C for preview and setup

Installation aid
Versatile bracket, mounts to standard back boxes. Refer to technical drawing.

Adjustment range
Pan, Tilt, Roll

Impact resistance
IK10 (IEC/EN 62262)

Ingress protection
IP66, IP67 (IEC/EN 60529)

Temperature
Operating: -25°C to +50°C
Storage: -40°C to +60°C

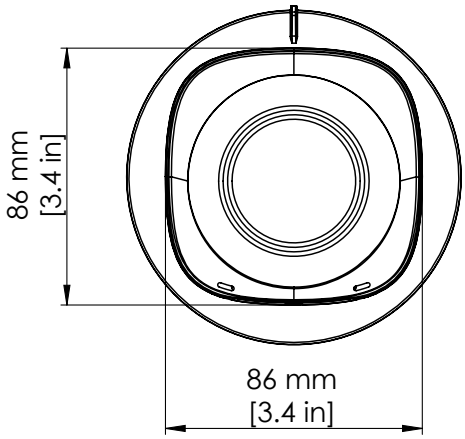
Physical characteristics
Dimensions: 284x86x108mm
Weight: 1.33 kg
Body: Aluminum

EMC
EN55032, EN 61000-6-4, EN 61000-3-2, EN 61000-3-3, EN50130-4 CISPR 32, AS/NZS CISPR 32, FCC subpart 15B, ICES-003 Issue 7

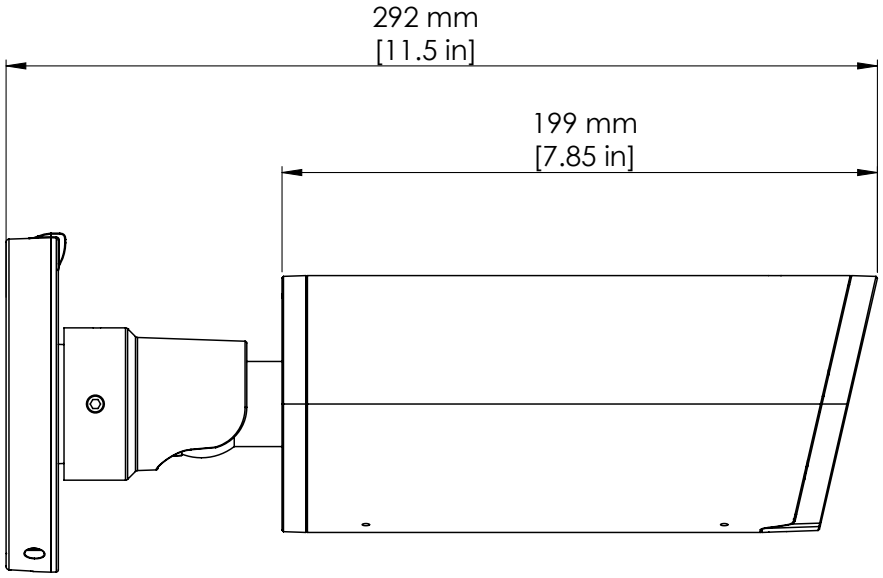
Safety
IEC62368-1, UL62368-1, IEC62471, NOM-019

Technical drawings

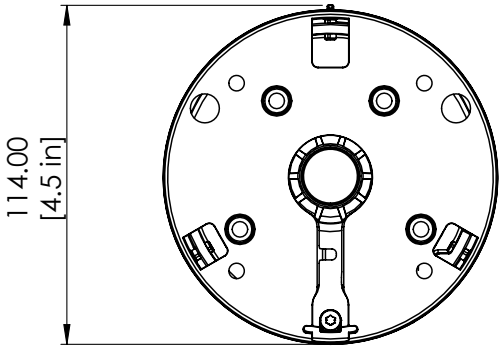
Front view



Side view



Rear view



Ordering information

Ava Bullet Tele

Product ID	Resolution	Onboard retention	Color
BULLET-TE-W	4K	No. Cloud Connector required	White
BULLET-TE-W-4K-30	4K	30 days	White
BULLET-TE-W-4K-60	4K	60 days	White
BULLET-TE-W-5MP	5MP	No. Cloud Connector required	White
BULLET-TE-W-5MP-30	5MP	30 days	White
BULLET-TE-W-5MP-60	5MP	60 days	White
BULLET-TE-W-5MP-120	5MP	120 days	White
BULLET-TE-B	4K	No. Cloud Connector required	Black
BULLET-TE-B-4K-30	4K	30 days	Black
BULLET-TE-B-4K-60	4K	60 days	Black
BULLET-TE-B-5MP	5MP	No. Cloud Connector required	Black
BULLET-TE-B-5MP-30	5MP	30 days	Black
BULLET-TE-B-5MP-60	5MP	60 days	Black
BULLET-TE-B-5MP-120	5MP	120 days	Black

Ordering information

Ava Bullet Wide

Product ID	Resolution	Onboard retention	Color
BULLET-WI-W	4K	No. Cloud Connector required	White
BULLET-WI-W-4K-30	4K	30 days	White
BULLET-WI-W-4K-60	4K	60 days	White
BULLET-WI-W-5MP	5MP	No. Cloud Connector required	White
BULLET-WI-W-5MP-30	5MP	30 days	White
BULLET-WI-W-5MP-60	5MP	60 days	White
BULLET-WI-W-5MP-120	5MP	120 days	White
BULLET-WI-B	4K	No. Cloud Connector required	Black
BULLET-WI-B-4K-30	4K	30 days	Black
BULLET-WI-B-4K-60	4K	60 days	Black
BULLET-WI-B-5MP	5MP	No. Cloud Connector required	Black
BULLET-WI-B-5MP-30	5MP	30 days	Black
BULLET-WI-B-5MP-60	5MP	60 days	Black
BULLET-WI-B-5MP-120	5MP	120 days	Black

08/21/23
Purchasing/LAJ

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 per the attached staff reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Digester Feasibility Study	Donohue & Associates, Inc.	$99,380.00
Water and Sewer Rate Study	Stantec Consulting Services Inc.	Bid prices as shown on the attached staff report.

2. The City Council authorizes the Mayor and City Clerk to sign the contracts.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 21, 2023.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

STAFF REPORT

Date: July 25, 2023

Subject: Digester Feasibility Study

From: Jon Burke, Clean Water Plant Superintendent

Date of Meeting: August 21, 2023

RECOMMENDATION:

It is recommended that the City Council accept the proposal provided by Donohue & Associates for the digester feasibility study as described in the attached scope of services in the amount of $99,380.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Clean Water Plant provides state of the art wastewater treatment services to all residents and customers of Wyoming in a cost efficient and socially equitable way. Continually changing regulations and substantial cost increases are making it more challenging than ever to manage the solid residuals from the treatment process. Reducing the mass as much as possible will minimize disposal needs as well as generate renewable energy at the same time.

DISCUSSION:

The Clean Water Plant treats wastewater through physical, biological, and sometimes chemical processes. The end products of these processes are the clean water that is released back into the environment via the Grand River and a residual solid material that must be managed, which is known as biosolids. Approximately 75% of this material is chemically pasteurized with lime to provide pathogen reduction and then land applied as a bulk agricultural fertilizer. The remaining 25% is sent to the Grand Valley Regional Biosolids Authority (GVRBA) dewatering facility via a 3-mile long pipeline. The dewatered cake is then disposed of in a sanitary landfill.

Changing regulations driven by emerging contaminants such as PFAS and the ever-increasing costs associated with the land application and landfill programs have caused us to examine other methods of disposal. A study was recently completed by the GVRBA looking at the biosolids management practices of both partners and making recommendations for improvements to the system or suggestions for alternative disposal options. The study concluded that Wyoming should consider building a digester to reduce the mass of material, thus reducing the size of the problem to be managed. A potential 50% mass reduction would substantially reduce Wyoming's dependency on the pipeline to GVRBA, ease the pressure on local landfills, and lower the costs of our land application program.

A request for proposal (RFP) was issued on April 11, 2023, for a digester feasibility study, the objectives of which are to evaluate possible locations, types of technology, and the potential return on investment of a digester at the CWP. The study will also look at using existing infrastructure in the project as well as options for using the gas that is produced. On July 11, 2023, bids were received from three engineering firms. The bids ranged as follows:

Donohue & Associates, Inc.	$99,380
Fishbeck	$128,975
Black & Veatch	$148,107

Donohue & Associates is the firm that completed the recent study for GVRBA, giving them very fresh experience with the particulars of our plant, and they were also the low bidder in response to this RFP. We have worked with them extensively in the past on a wide variety of water and wastewater projects and have always had a very positive experience. This project was planned and budgeted for in the FY24 budget.

BUDGET IMPACT:

Sufficient funding is available in the Clean Water Plant Capital Outlay Account #590-590-54400-986.444.

DIGESTER FEASIBILITY STUDY CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **Digester Feasibility Study** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of July 11, 2023 and related required materials (the "Bid") that was selected by City. Donohue proposes to use the previous mutually agreed-to Terms and Conditions from our recent past contracts with the City of Wyoming.

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means:

Donohue & Associates, Inc.
LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

S-Corporation, formed in Wisconsin, licensed to do business in Michigan
FORM OF BUSINESS and STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

3949 Sparks Drive SE, Suite 105
STREET ADDRESS

Grand Rapids	MI	49546
CITY	STATE	ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor

By: _____
Signature for Contractor

Michael A. Harvey, Vice President
Printed Name & Title of Person Signing

Date signed: 7/10/23

DONOHUE

ENGINEERING SERVICES AGREEMENT

Digester Feasibility Study (Project)

This Agreement is by and between:

City of Wyoming (Owner)
Clean Water Plant
2350 Ivanrest Avenue SW
Wyoming, MI 49418

and

Donohue & Associates, Inc. (Donohue)
3949 Sparks Drive SE, Suite 105
Grand Rapids, MI 49546

Who agree as follows:

Owner 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 Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____
Kelli A. VandenBerg, City Clerk

Approved as to form: _____
Scott G. Smith, City Attorney

APPROVED FOR DONOHUE

By: Craig W Brunner

Printed Name: CRAIG W BRUNNER

Title: PRESIDENT

Date: August 10, 2023

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The City of Wyoming provides wastewater collection and treatment services for the City of Wyoming (City) and portions of the communities of Kentwood, Byron Township, and Gaines Township. Wastewater from this service area is treated at the City owned and operated Clean Water Plant (CWP). The CWP treats an average of 14 million gallons per day (mgd) with influent screening, primary settling, enhanced biological phosphorus removal (EBPR) activated sludge, secondary settling, and ultraviolet disinfection. Management of the wastewater solids (primary and waste activated) are jointly managed by the City of Wyoming and the City of Grand Rapids through the Grand Valley Regional Biosolids Agency (GVRBA).

The CWP produces approximately 7,000 dry tons of solids per year. Approximately 75% of the CWP solids are lime-stabilized at the CWP and land applied by a contract hauler; the other 25% are pumped to the Grand Rapids Water Resource Recovery Facility (WRRF), dewatered, and landfilled. The GVRBA and Donohue recently completed a biosolids planning study that produced a Biosolids Management Plan (BMP). The BMP documented multiple recommendations; however, one of the foundational or foremost BMP recommendations was to add anaerobic digestion at the CWP to digest all CWP biosolids. Digesting CWP solids offers long-term economic and operational benefits for the City and ultimately, all users throughout the GVRBA service area.

This study will evaluate the feasibility of the addition of a digestion system at the CWP that produces a Class B biosolids product. Along with the digestion system the study will also evaluate impacts on recycle and side-stream treatment and beneficial reuse of the digester gas.

B. SCOPE OF SERVICES

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

1.1. Submit a Request for Information for any additional or updated data.

1.2. Prepare for, conduct, and document a Workshop (Workshop #1) to "kickoff" the project. Define the project objectives, procedures, communication protocols, and evaluation criteria. Refine and establish the project schedule. Discuss previously provided data/information and request more recent data/information. Discuss solids train experiences, issues, and concerns with particular emphasis on how these systems are operating and performing. Discuss City requirements, preferences, and curiosities. During this on-site visit, key Donohue personnel will review the CWP facilities with City personnel, focusing on the how the solids train is currently configured and how solids train improvements might be sited and configured to leverage existing infrastructure and equipment.

1.3. Perform an economic and non-economic evaluation of relevant solids train unit processes and process alternatives. Some of the economic evaluations may include sensitivity analyses, considering a range of cost drivers. The evaluation will be documented, including relevant

physical layouts, schematics, sizing, mass balances, vendor information, costs, and non-economic considerations.

1.4. Perform an economic and non-economic evaluation of side-stream management processes and process alternatives. Some of the economic evaluations may include sensitivity analyses, considering a range of cost drivers. The evaluation will be documented, including relevant physical layouts, schematics, sizing, mass balances, vendor information, costs, and non-economic considerations. Anticipated alternatives to be considered are listed below:

- 1.4.1. Post-Aerobic Digestion (PAD)
- 1.4.2. Deammonification Processes
- 1.4.3. Chemical Feed to Digested Solids Thickening
- 1.4.4. Routing Digested Solids to Grand Rapids without Thickening and CWP Recycle

1.5. Perform an economic and non-economic evaluation of struvite control strategies. The evaluation materials will be documented as Workshop materials, including relevant physical layouts, schematics, sizing, mass balances, vendor information, costs, and non-economic considerations. Anticipated alternatives are listed below:

- 1.5.1. Pre-Digestion Chemical Feed
- 1.5.2. Struvite Recovery and Harvesting

1.6. Prepare for, conduct, and document a Workshop (Workshop #2) to review and discuss the materials documenting the preceding evaluations. The objective of this Workshop is to select: the preferred solids train strategy and improvements; the preferred recycle strategy and improvements; and the preferred struvite control strategy and improvements. For all the evaluations, we understand it may be necessary to refine the evaluations to better address City requirements, preferences, and curiosities before the City is comfortable selecting the preferred strategies and improvements. If/when necessary, we will refine the evaluations and either present those refinements at the next Workshop or schedule a less formal virtual meeting to review those refinements.

1.7. Estimate the initial biogas production rate. Estimate the ultimate biogas production rate for the selected digestion volume. Develop a practical or most-probable biogas production rate increase for a scenario where regional feed stocks are added to the digestion process. Perform an economic and non-economic evaluation of relevant biogas conditioning and utilization processes and process alternatives. Some of the economic evaluations may include sensitivity analyses, considering a range of cost drivers. Anticipated evaluation items are listed below:

- 1.7.1. Conditioning technologies and flow-trains
- 1.7.2. CWP wide heating
- 1.7.3. Combined Heat and Power (CHP) for CWP wide Heat and Electricity
- 1.7.4. RNG Grid Sale in Association with GVRBA
- 1.7.5. RNG Grid Sale outside of GVRBA

1.8. Identify potential funding sources, programs and financing strategies. Collaborate closely with subconsultant Baker Tilly to provide this information and an understanding of how these different alternatives affect revenue requirements and user rates. Identify qualifying requirements and timelines. Anticipated funding mechanisms are as follows:

1.8.1. Inflation Reduction Act (IRA) Renewable Energy Tax Credits
1.8.2. State Grants
1.8.3. Federal Grants
1.8.4. Open Market Bonds
1.8.5. State Revolving Fund (SRF) Low-Interest Loan

1.9. Prepare for, conduct, and document a Workshop (Workshop #3) review and discuss the material documenting the preceding evaluations. The objective of this Workshop is to select; the preferred biogas utilization strategy and improvements; and hone in on well-conceived and preferred funding programs and financing strategies.

1.10. Produce Revit-based renderings illustrating the City-selected improvements. These renderings will be suitable for sharing with the public to educate and garner support. Produce a draft report documenting the evaluations, the City-selected CWP strategies and improvements, the preferred funding and financing strategy, the representative user rate implications, and the roadmap to implement the improvement program.

1.11. Prepare for, conduct, and document a Workshop (Workshop #4) reviewing the draft report and renderings. The purpose of this Workshop is to receive and discuss City comments and revisions.

1.12. Prepare and submit the final report and renderings that address City comments.

C. PROJECT TIMING

1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement which will be no later than September 1, 2023. Provide draft capital improvement estimates by mid-January 2024. Final Report will be submitted by end of February 2024.

2. Donohue's services under this Agreement will be considered complete when Donohue has delivered to Owner the Final Report and other deliverables defined under Scope of Services.

PART II
OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, 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. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.

4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.

5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be a lump sum of $99,380.

B. Donohue will bill Owner monthly, with net payment due in 30 days. The invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.

C. 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 written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS
CITY OF WYOMING, MICHIGAN

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. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

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.

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, mold, 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 based on Donohue's standard hourly rates and pay for expenses incurred in accordance with Donohue's standard practice for billing for expenses. 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 7 days' written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance under this Agreement if the defaulting party commences to cure such default within the 7-day notice period and completes such cure within a reasonable period of time.

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. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Workers' Disability Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue will provide Owner with copies of certificates of insurance and policies of insurance upon request. For projects involving construction, Owner will contractually require contractor to obtain and maintain builder's risk and other insurance relating to the project as is customarily provided by contractors on similar projects which insurance shall name Owner and Donohue as insureds or additional insureds and certificate holders. Donohue's coverage provided in the first sentence of this paragraph shall be excess over the contractor's primary coverage.

INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify 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, mold, 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.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars ($250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted bylaw, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

13. NONDISCRIMINATION AND RESPECT. Owner is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all its programs, benefits, and actions, including Owner professional service contracts. Accordingly:

A. Donohue in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

B. Donohue will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, and all rules, regulations and orders issued pursuant to those statutes.

C. If Donohue engages others on Owner's behalf, Donohue will (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Donohue will use language assistance services in communications.

D. Donohue will include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this section is a material breach of contract that can result in (i) withholding payments to Donohue, (ii) termination, or suspension of this Agreement, in whole or in part, and (iii) Donohue's ineligibility for future Owner contracts.

14. ETHICAL STANDARDS. Donohue and its personnel have not engaged in and will refrain from: (i) attempting or appearing to influence Owner's elected or appointed officers or employees by a direct or indirect offer of anything of value; or (ii) paying or agreeing to pay a person, other than Donohue personnel, any consideration contingent upon award of this Agreement. To the best of Donohue's knowledge, none of Donohue's personnel is a spouse, parent, child, grandchild, or sibling of Owner's mayor, a city council member, or other Owner officer or board/commission member except as already disclosed in writing to Owner. Donohue will promptly inform Owner of any change in this circumstance.

15. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. Upon payment to Donohue as provided by this Agreement, all documents and other deliverables, whether in paper or electronic form, prepared by Donohue in connection services provided pursuant to this Agreement shall be the property of Owner. Owner shall hold Donohue and Donohue's principals, directors, officers, and employees harmless from, indemnify them for and defend them against any demands, claims, lawsuits, investigations, administrative proceedings, judgments, or awards arising from (i) any modification of those documents or deliverables by Owner or Owner's officers, employees or agents, without Donohue's prior written consent or(ii) any use of such documents and deliverables for any project other than the project that is the subject of this Agreement.

16. 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. 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.

17. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

18. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

19. 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.

20. 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.

21. STATUTE OF LIMITATION. The statute of limitations applicable to any cause of action under this Agreement shall be the statute of limitations in effect in the state of Michigan for such cause of action without applying any conflict of laws provisions.

22. 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 30 days following such notice. Owner and Donohue may mutually 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.

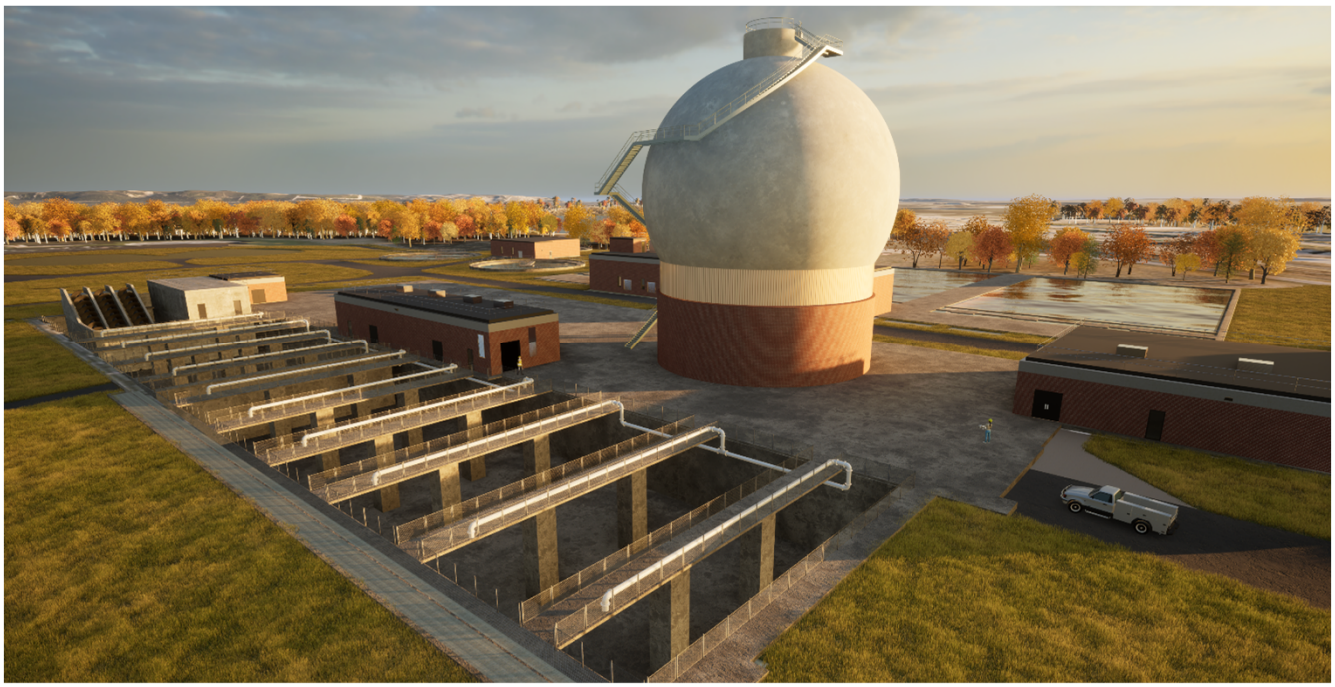
23. CONTROLLING LAW. This Agreement is governed by the laws ofMichigan.

24. 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.

25. 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.

26. 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.

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



Proposal

Digester Feasibility Study

July 11, 2023

DONOHUE

3949 Sparks Drive SE, Suite 105 | Grand Rapids, MI 49596
616.201.2810 | donohue-associates.com

Donohue & Associates, Inc.
3949 Sparks Drive SE, Suite 105 | Grand Rapids, MI 49546
616-201-2810| donohue-associates.com

July 11, 2023

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509

Re: Digester Feasibility Study Proposal

Dear Selection Committee Members:

The City of Wyoming is considering construction of an anaerobic digestion complex as a key component of its long-term plan to manage biosolids produced at the facility, based on the biosolids planning project that Donohue completed for the Grand Valley Regional Biosolids Authority (GVRBA). The City's overall goal for this study is to further explore the feasibility of installing and operating a digester at the Clean Water Plant (CWP). This study will evaluate and recommend the type and location of the digestion system, biogas uses, recycle stream impacts, and digested solids treatment and disposal.

Scan the QR Code with your phone or click on the code to see a flyover of your plant showing two proposed digester concepts.

As you consider which consultant to select to assist you with the study, we draw your attention to Donohue's experience and capabilities, which differentiate us from other consultants and make us the best fit for developing your project:

- Continuity: In working with you and GVRBA to develop the alternatives evaluation, we had the opportunity to gain insights regarding your overall expectations and to thoroughly understand the current production of biosolids at the CWP. Our proposed project team includes the same engineers whom you have already worked with on the GVRBA study and who have gained an understanding of your facility. By hiring Donohue, you'll have the benefit of project continuity. Our team has the working knowledge to "hit the ground running" and we are committed to meeting agreed-upon schedule milestones.

- Experience: Donohue's project team consists of highly experienced engineers who have hands-on experience planning and designing numerous biosolids handling and digester facilities. These are some of the most knowledgeable and best-informed wastewater treatment minds in the Midwest.

- Responsive Services: Donohue is focused on and committed to providing responsive services to our clients. We encourage you to talk directly to any of our referenced clients to learn why they enjoy working with us. Services will be managed by TJ Bates from our Grand Rapids office and we will use many of our local staff integrated with overall company technical leadership. As in previous projects, the project approach is collaborative and will engage the City staff, who are the project stakeholders, through workshop settings.

- Financial Insights: Having completed many similar projects, Donohue has a large database of technical archives to draw from to establish accurate capital and operating costs, as well as insightful suggestions to share. Donohue has teamed with Baker Tilly to explore and develop a sound financial implementation plan.

- An Actionable Plan: Donohue prides itself in providing planning documents that provide our clients with true guidance on biosolids management practices, near-term action plans, and long-term vision. Our goal is to produce a valuable, usable report document that the City can rely on in budgeting and planning long-term resource recovery goals.

Donohue is pleased to submit our qualifications and proposal to assist you with planning your future Clean Water Plant Biosolids Facility. The approach and fee proposal includes a scope and fee for the scope defined in your RFP. As we have discussed with you, we have also developed and included an optional scope and fee to develop a basis of design and conceptual layouts. This optional scope would take the study information and produce more project definition and details. This information would be beneficial for pursuing funding sources.

We look forward to the opportunity to work with you to achieve your project goals and objectives. Please feel free to contact us with any questions or requests for additional details.

Sincerely,

TJ Bates, PE, SE
Project Manager
616.201.2820 | tjbates@donohue-associates.com

Michael A. Harvey, PE
Vice President
616.201.2825 | mharvey@donohue-associates.com

Company History

Company History

Donohue is a Wastewater Firm…*One of the Nation's Largest*

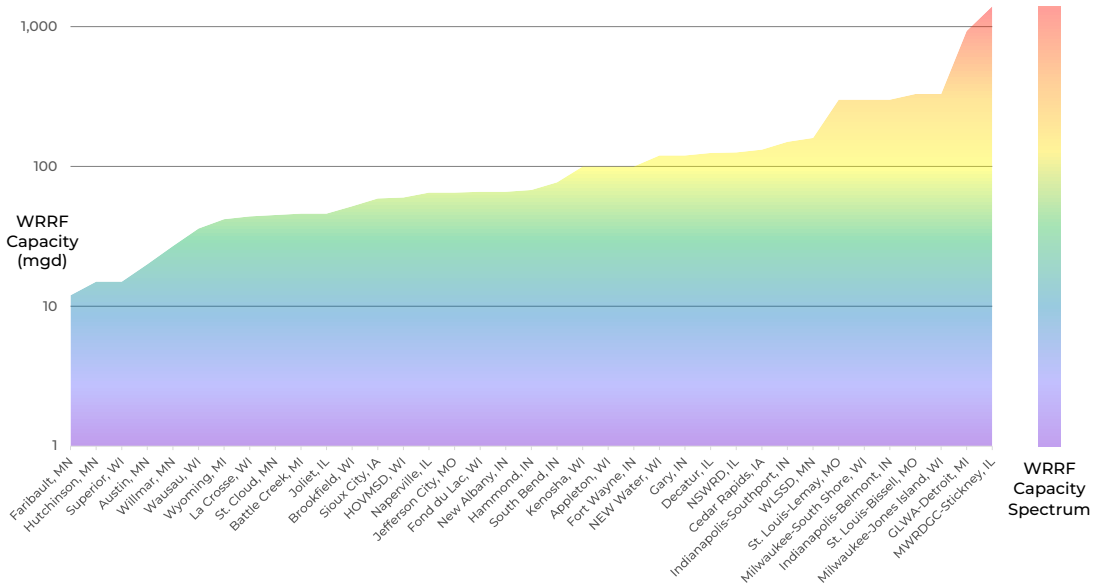
85% % of our work that is wastewater related	**#19** 2022 ENR ranking in the wastewater treatment category	**$2 Billion** Value of Donohue-designed Midwest wet infrastructure
21 Years Average years of experience of our engineers	**45%** % of our staff that are process engineers or operations specialists	**7 BGD** Capacity of Midwest WWTFs where we have worked

Donohue is an award-winning, employee-owned wastewater specialty firm that Midwest clients repeatedly trust to deliver their most challenging projects. We started our company in 1997. Today, we are ranked as a top wastewater treatment design firm in the U.S. Donohue is consistently ranked as a Top 20 design firm in the ENR Wastewater Treatment Plant category.

Our impressive track record of successfully delivering complex projects is attributed to the technical excellence of our project managers and engineers, our acute attention to detail, our adherence to our rigorous Quality Control program, and flexible solutions.

and our collaborative culture that demands we listen to and work closely with all of our clients' departments: management, engineering, operations, and maintenance.

We have all the major engineering design disciplines in-house; however, our relatively high percentage of Process Engineers and design-focused Operations Specialists reveals our focus and commitment to wastewater treatment. All of our wastewater treatment design teams include Operations Specialists. Their design role is essential to our ability to produce safe, practical, operable,



Donohue is a wastewater consulting firm that works throughout the entire WRRF-size spectrum. The graphic above shows some of the facilities where we have worked and the wide capacity range of our experience.

Understanding, Goal and Objective

Understanding, Goal, and Objective

Understanding

The City of Wyoming provides wastewater collection and treatment services for the City of Wyoming (City) and portions of the communities of Kentwood, Byron Township, and Gaines Township. Wastewater from this service area is treated at the City owned and operated Clean Water Plant (CWP).

The CWP treats an average of 14 million gallons per day (mgd) with influent screening, primary settling, enhanced biological phosphorus removal (EBPR) activated sludge, secondary settling, and ultraviolet disinfection. Wastewater solids (primary and waste activated) are jointly managed by the City of Wyoming and the City of Grand Rapids through the Grand Valley Regional Biosolids Agency (GVRBA).

The CWP produces approximately 7,000 dry tons of solids per year. Approximately 75% of the CWP solids are lime-stabilized at the CWP and land applied by a contract hauler; the other 25% are pumped to the Grand Rapids Water Resource Recovery Facility (WRRF), dewatered, and landfilled.

The GVRBA and Donohue recently completed a biosolids planning study that produced a Biosolids Management Plan (BMP). The BMP documented multiple recommendations; however, one of the foundational or foremost BMP recommendations was to add anaerobic digestion at the CWP to digest all CWP biosolids. Digesting CWP solids offers long-term economic and operational benefits for the City and ultimately, all users throughout the GVRBA service area.

We understand that the City is interested in a digestion system that produces a Class B product and is not, at this time, interested in a system that produces a Class A product.

> Some have distinguished between a goal and an objective this way: *a goal is an outcome that is broad and longer term while an objective is shorter term and defines measurable actions to achieve a goal.*

Goal

The overarching project goal is to develop and define cost-effective, well-performing, reliable, and resilient anaerobic digestion and biogas utilization strategies that leave lasting, positive legacies for the City and, more broadly, GVRBA.

Objective

Our overarching project objective is to work closely and collaboratively with the City to produce the reliable and actionable information the City needs to select the most viable and financially favorable anaerobic digestion and biogas utilization strategies that realize the goal.

Information

We will work with the City to answer the questions itemized below. In many instances we will provide the decision-making information by documenting the economic and non-economic factors of feasible alternatives. The economic factors will include capital costs, annual costs, and life cycle costs. Some of the economic evaluations will include sensitivity analyses, particularly as they relate to annual costs – e.g., electricity, natural gas, RINs, hauling costs, labor costs, and the like. In other instances, we will do the necessary research and document the relevant findings. The evaluation of non-economic issues will consider factors that can't be monetized but are nonetheless important considerations in the selection of the preferred solution.

We will work closely and collaboratively with the City to answer the questions below.

The term "best" is used multiple times below. In this instance, best refers to the approach or strategy the City deems most favorable for the City's unique circumstances and values.

- Where should the anaerobic digester(s) be located on the CWP site? And can the existing old aeration complex infrastructure be utilized to lower the capital investment?
- What is the best anaerobic digester configuration – e.g., egg-shaped, steep cone, or conventional?
- How many anaerobic digesters should be constructed?
- How would the anaerobic digester be best sized and operated?
- What are the best pre-digestion unit processes – e.g., PSD thickening, WAS thickening, solids screening, and/or pre-destruction?
- How can existing infrastructure and equipment be best leveraged for the anaerobic digestion and biogas systems?
- How are recycle streams best controlled and managed, particularly as it relates to struvite formation and nutrient loadings?
- How much biogas will be produced initially?
- How much biogas could be produced in the future with and without potential feedstocks from the region? How much feedstock could be accommodated by the preferred digestion volume? How much biogas would this produce and what would the economic benefits be?
- What is the best biogas utilization strategy: on site as heat, on site as combined heat and power (CHP), commodity/grid sale in association with GVRBA, or commodity/grid sale outside of GVRBA?
- What is the preferred primary solids disposition strategy? What are reliable backup strategies? How does existing infrastructure and equipment at the CWP and GVRBA figure into these strategies? What new equipment and infrastructure are required? Are there storage time limitations on the digested material?
- Are there odor concerns related to the anaerobic digestion and biogas systems? What are the preferred strategies to address those concerns?
- Beyond the biogas, what are the markets for the resources recovered in the solids train?
- What is the best funding strategy considering open market bonding, federally subsidized low interest loans, state grants, and/or federal grants? Does the Inflation Reduction Act (IRA) provide unique financial benefits that can help fund anaerobic digestion and biogas utilization improvements?
- What are feasible and well-conceived paths forward (steps and timelines) for permitting, bidding, and funding strategies?

Key Technical and Funding Considerations

Key Technical and Funding Considerations

Donohue recently worked with the GVRBA to produce a Biosolids Master Plan (BMP or Plan). That Plan recommended mesophilic anaerobic digestion at the CWP and utilization of the associated biogas.

This study will develop and evaluate well-conceived alternatives and provide the City with the reliable and actionable information it needs to confidently select the preferred anaerobic digestion and biogas utilization systems. Having recently completed the GVRBA BMP, Donohue is uniquely qualified to efficiently execute this study. The Donohue people assigned to this project accumulated 700 hours of background knowledge perfectly relevant to this project.

The previous section outlined the information we will provide and the questions we will answer. This section explores several of the most salient technical and funding considerations.

1 Locate Digestion Systems to Leverage Existing Assets

The GVRBA BMP identified two potential locations for the anaerobic digestion systems at the CWP.

Figure 1 (below) shows the two candidate locations: [1] in the vicinity of the abandoned secondary treatment infrastructure and [2] over the below-grade trickling filter structures. Figure 1 also shows an example anaerobic digestion complex build-out that offers the advantages listed below.

- Cost-effective access to redundant 4,160-volt, 1,200-amp services and switchgear with a main-tie-main configuration
- Cost-effective control system (RSLogix Platform) access
- Cost-effective use of existing well-maintained blower building and solids handling gallery structures. These existing structures will provide adequate space for the process piping and equipment associated with the anaerobic digestion and ancillary systems.
- Avoids the cost and complexity of constructing in the old trickling filter area and near the 100-year flood plain

Figure 2 (next page) provides more detail associated with alterative evaluation concepts.

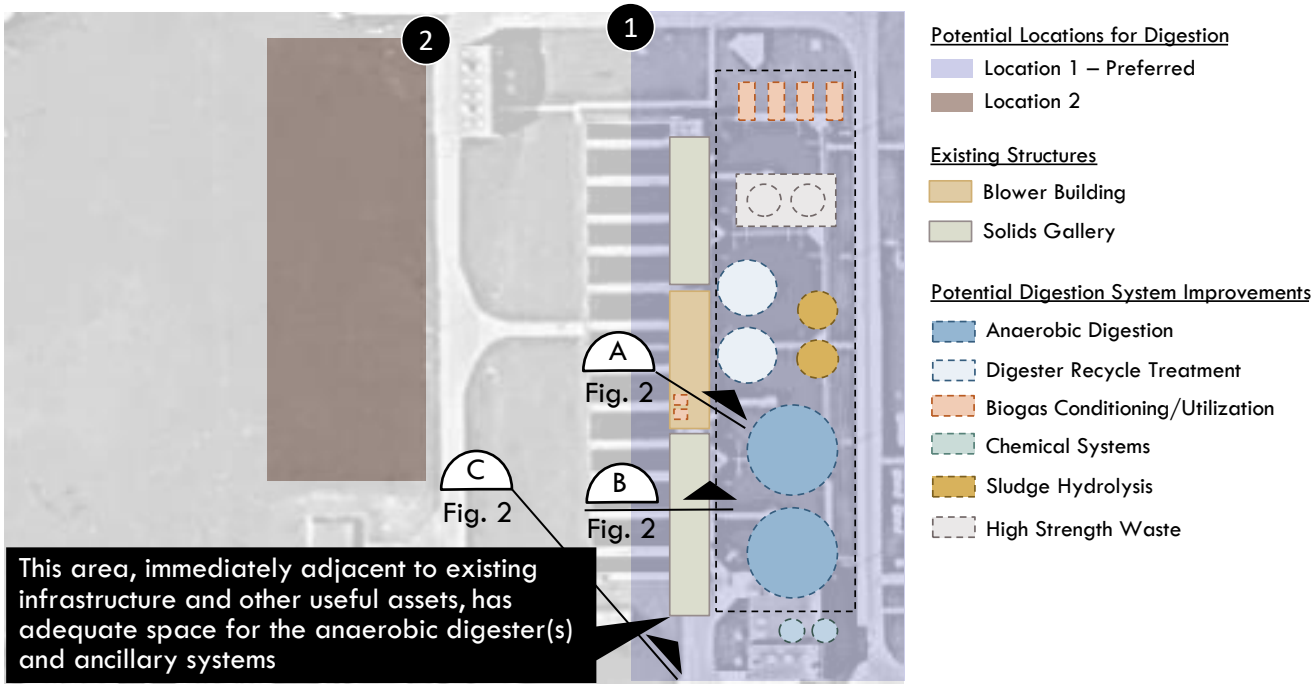
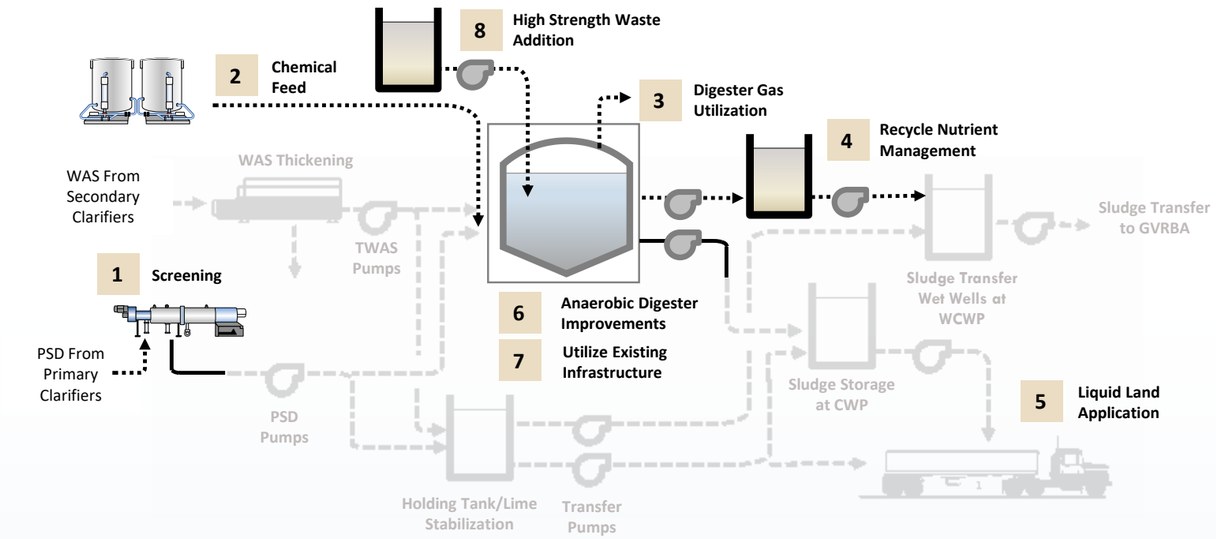


Figure 1: CWP Anaerobic Digestion Improvements Site

Evaluate Alternatives Focusing Efforts on Leveraging Existing Assets



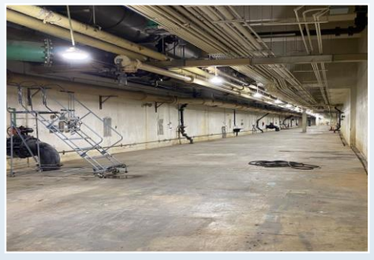
Solids Handling Process Flow Diagram *(existing systems are illustrated in gray scale)*

1. Evaluate screening options, including improving headworks screening and providing primary sludge screening.
2. Evaluate measures to control struvite potential and soluble phosphorus recycle using chemicals such as ferric chloride and alum.
3. Evaluate digester gas utilization options including campus-wide heating, engine driven systems such as generators and renewable natural gas.
4. Evaluate alternative nutrient management systems including post-aerobic digestion to manage ammonium. These alternatives are coordinated with chemical evaluations.
5. Consider impacts of transitioning liquid land application from lime stabilized solids to anaerobically digested solids.
6. Evaluate the physical digestion technology including steep cone cylinder digesters versus egg shaped digesters. Rendering concepts for the two digester technologies are illustrated in View C

   Consider locating the process systems in the footprint of the abandoned final clarifiers and utilizing the existing building and gallery versus locating the systems adjacent to existing odor control.
7. Views A and B illustrate existing underutilized assets that may be integrated into the anaerobic digestion system design.
8. Evaluate value of liquid high strength waste addition.

A Electrical Distribution

Figure 1



B Solids Handling Gallery

Figure 1

Alternative 1: Steep Cone Cylinder Anerobic Digester Concept

Alternative 2: Egg-Shaped Anerobic Digester Concept

C Rendered View Looking Northeast

Figure 1

Figure 2: Wyoming Clean Water Plant Digester Placements

2 Manage Struvite Formation and Recycle Loadings

Anaerobically digesting solids can form struvite, particularly at facilities with enhanced biological phosphorus removal (EBPR). Struvite precipitation can choke/plug pipes and hinder the performance of pumps, mixers, and dewatering equipment. Thickening or dewatering anaerobically digested solids can produce recycle streams with high concentrations of soluble ammonium and orthophosphates. If untreated, these recycled nutrients can increase secondary treatment oxygen demands and hinder effluent nitrogen and phosphorus compliance.

Struvite Formation

Struvite is hydrated magnesium ammonium phosphate ($MgNH_4PO_4$). It forms a solid precipitate when the product of the molar concentrations of magnesium, ammonium, and phosphate ions exceed the product solubility. Figure 3 shows the struvite solubility curve as a function of pH. Struvite precipitates if $MgNH_4PO_4$ concentrations are above the curve.

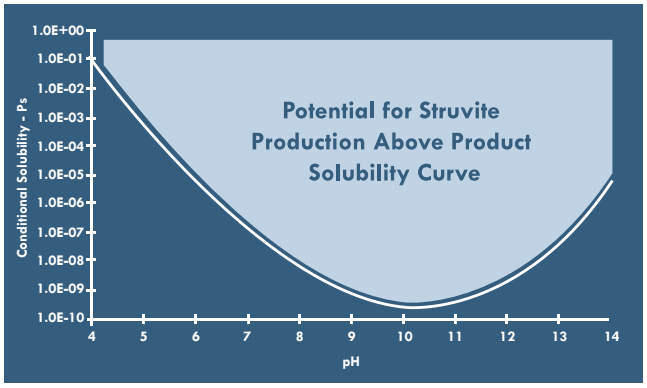


Figure 3: Struvite Solubility Relative to pH

Anaerobically digesting WAS solubilizes ammonium and phosphorus. This increases the potential for struvite formation. EBPR systems produce WAS with high phosphorus concentrations. Digesting EBPR WAS solubilizes even more phosphorus and increases the likelihood struvite forms. Concentrating or thickening WAS upstream of digestion further increases the potential for problematic struvite formation. Figure 4 shows problematic struvite formation in digested sludge piping, dramatically reducing the effective diameter of the piping.

Figure 4: Struvite formation in a pipe

Struvite Management

Several methods have been used to effectively manage struvite formation.

We will evaluate candidate strategies to control struvite formation. In addition to protecting pipes and equipment, these strategies will reduce [1] recycle nitrogen and phosphorus loadings to the secondary treatment system and [2] phosphorus concentrations in the biosolids.

Chemical Addition – Adding iron or aluminum salts promotes the formation of metal-phosphate precipitants, reducing soluble phosphorus concentrations to avoid problematic struvite precipitation. The metal salts can be added to the wastewater (current Wyoming process), the digester feed solids, the digesters, and/or the digested solids. The most favorable addition point(s) depends on a particular situation. The GVRBA study assumed struvite would be controlled by adding ferric chloride to the anaerobic digesters. Table 1 shows assumed ferric chloride addition. Iron addition offers another important benefit: it reduces hydrogen sulfide concentrations in the biogas.

Table 1: GVRBA Study Assumptions for Ferric Chloride Addition to Wyoming Anaerobic Digesters (Assumes 96,000 Gallons Per Day)

Parameter	Value
Dose	200 milligrams as Ferric Chloride/Liter of Digester Feed
Solution Concentration	38% Ferric Chloride Solution
Feed Mass	160 pounds/day of Ferric Chloride
Feed Flow	36 gallons/day of Ferric Chloride

Struvite Recovery – The wastewater marketplace offers several systems that form and harvest struvite, reducing struvite issues. These systems also reduce phosphorus and ammonium in the recycle streams and/or biosolids. Ostara is the most prominent systems that removes struvite upstream of digestion.

Grand Rapids' recent capital improvement project includes Schwing's ReNuSys process. This process removes CO2 from the digested sludge and adds magnesium (in the form of magnesium chloride) to dewatering centrate to create the struvite precipitant in a reactor. The process separates the struvite and provides a bagging station. Grand Rapids does not currently use the system.

Other Methods – Certain polymers and antiscalants can hinder struvite crystal development or suppress struvite scaling. These chemicals are generally added upstream of known problem areas or dewatering systems. For example, an antiscalant may be added to the dewatering feed to mitigate struvite formation in the centrifuge.

Nutrient Recycle

The City currently compensates Grand Rapids for phosphorus through an industrial surcharge and intermittently adds ferric chloride at the request of Grand Rapids. The GVRBA study recommended transferring CWP-digested solids to Grand Rapids. This will transfer more solubilized phosphorus and ammonium to Grand Rapids.

Holland, MI will use post-aerobic digestion (PAD) to reduce recycle nitrogen loadings and improve dewaterability of the digested solids.

In addition to strategies aimed at controlling problematic struvite, we will evaluate candidate strategies to manage recycle loadings to the secondary treatment systems at both the CWP and Grand Rapids WRRF. Foremost sidestream treatment strategies include PAD and several prominent de-ammonification processes – e.g., ANAMOX, ANITA Mox, and DEMON.

3 Make Smart use of Digestion Gas

Biogas is renewable energy that offers potential economic value. The three primary alternatives are listed below.

- Alternative 1 – Heat: boiler fuel for digester and campus-wide heating.
- Alternative 2 – Heat and Electricity: Use gas to power electric generators and produce electricity and recovered heat. This is commonly referred to as combined heat and power (CHP).
- Alternative 3 – Renewable Natural Gas (RNG): Export the RNG to the natural gas grid. Grand Rapids currently sells RNG to Detroit Edison Energy Group through an on-site connection.

Table 2 summarizes estimated average day digester gas and methane production based on solids production data from January 2019-January 2021.

Table 2: Digester Gas Production Estimate

Parameter	Value
Primary and WAS Solids Production	39,800 dry pounds/day
	32,900 dry pounds volatile solids/day
Volatile Solids Converted to Digester Gas (CH4 + CO2)	60% of volatile solids converted
	19,600 dry pounds volatile solids
Conversion Factor	15 standard cubic feet of digester gas/ dry pound of volatile solids converted
Digester Gas Production	294,000 standard cubic feet/day
Conversion Factor	60% methane/100% digester gas
Methane Production	176,400 standard cubic feet/day

Alternatives 1 and 2 involve the production, processing, and utilization of biogas at the CWP. The costs and benefits of digester gas cleaning and utilization will be considered as part of the evaluation. Onsite electrical power generation may qualify Wyoming's project for Tax Credits under the recently authorized Inflation Reduction Act.

RNG revenue is potentially significant. Grand Rapids' RNG transactions are managed through an agreement with Detroit Edison (DTE) Energy Trading Inc.

DTE receives a percentage of the RNG value as part of the transaction. The transaction value is based on renewable identification numbers (RINs) sold as a part of the US Environmental Protection Agency's (EPA's) Renewable Fuel Standard (RFS) program. Figure 5 illustrates historical RIN costs from the EPA's website. The figure illustrates the value of both D3 RINS (digesting municipal solids) and D5 RINS (digesting industrial feedstocks).

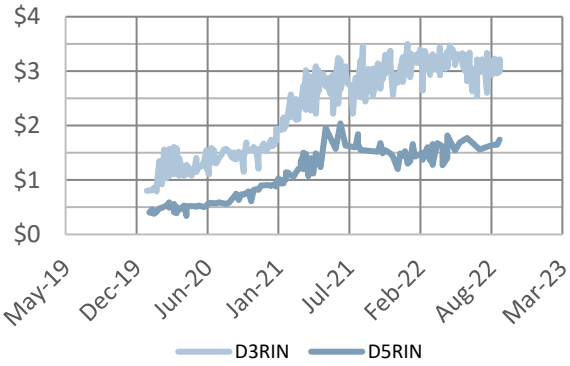


Figure 5: EPA D3 RIN Value

RNG production requires cleaning the gas and continuously monitoring the digester gas to pipeline quality through close coordination with the Utility. Grand Rapids RNG production includes a three-stage membrane treatment to remove carbon dioxide and other gas impurities. The system also includes additional oxygen removal, gas compression, and monitoring.

CWP biogas could be converted to RNG in one of two ways: [1] send raw CWP biogas to the Grand Rapids WRRF and co-process Grand Rapids and CWP biogas in the existing biogas conditioning system or [2] process CWP biogas in a new biogas conditioning system at the CWP. If CWP and Grand Rapids biogases are co-processed by the existing conditioning system, then the combined RNG would be exported to DTE. If CWP biogas is conditioned in a new system at the CWP, the RNG could be [1] sent to the Grand Rapids WRRF and exported to DTE with the Grand Rapids RNG or [2] exported to the natural gas grid near the CWP.

Co-processing Grand Rapids and CWP biogas at the Grand Rapids WRRF is intriguing because it is expensive and challenging to develop a new injection point in the natural gas grid. In addition, the existing oxygen removal and gas monitoring systems likely possess adequate capacity to support the CWP biogas. It might prove mutually beneficial for Wyoming and Grand Rapids to transfer all biogas conditioning assets to the GVRBA.

A biogas pipeline could be routed parallel to GVRBA's solids transfer pipeline, allowing the use of existing easements and right of way. Figure 6 shows a possible biogas pipeline route.

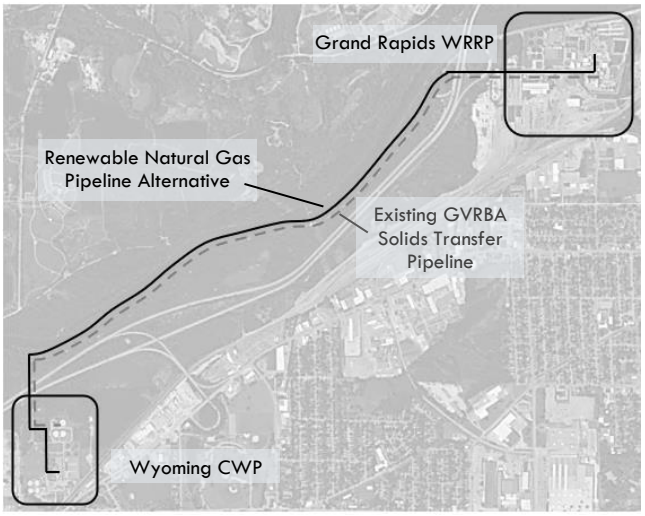


Figure 6: GVRBA Solids Transfer Pipeline (Segment 3)

We will perform a comprehensive economic and non-economic evaluation of the three main biogas conditioning and utilization strategies: heat, CHP, and RINs. These analyses will include a sensitivity analysis of utility costs/revenues. Based on the alternatives developed, Donohue and Baker Tilly will outline the financial implications of various tax credits and funding sources.

Baker Tilly is in the development phases with over 50 Inflation Reduction Act (IRA) tax credit engagements for clean energy projects. This includes energy infrastructure studies for Midwest utilities including Fort Wayne, IN; Delhi Township, MI; Evansville, IN; and many others.

Advanced or renewable energy assets constructed may offer opportunity for tax credits through the IRA or other funding programs. Baker Tilly will help with navigating the tax incentives included in the IRA and other opportunities available to the City to reduce the capital costs passed on to customers.

4 Optimize Digestion System Configuration and Operation

Table 3 summarizes anticipated CWP digested sludge production.

Table 3: Wyoming Anaerobic Digester Basis of Design

Parameter	Value
Digested Sludge Flow	196,000 gallons per day
Digested Sludge Concentration	2.5% Solids (Assuming 5% digester feed solids)
Digested Sludge Mass	20,200 dry pounds of digested solids per day
	3,690 dry tons of digested solids per year

We will evaluate alternative digester types/configurations, sizes, and operating schemes. Potential operating schemes include PSD screening, pre-digestion thickening, digester feed rates and schedules, and post-digestion thickening technologies and operating schedules. These are important digestion system design parameters, and we will evaluate them.

Anaerobically digested biosolids could either be stored and land applied using existing GVRBA solids storage located at the CWP or transferred to Grand Rapids for dewatering using existing GVRBA assets. Many utilities land apply anaerobically stabilized digested sludge. Mesophilic digestion reliably achieves EPA Part 503 requirements for Class B biosolids. The digestion process also mitigates odors.

Figure 7 - Rendering of Steep-Cone Digesters

We will consider the potential challenges of processing solids at the Grand Rapids WRRF, including nutrient recycle loadings and the degraded dewatering performance associated with anaerobically digested EBPR solids.

5 Other Secondary Considerations

Storing Digested Solids – The City has approximately 6 million gallons of solids storage in existing GVRBA solids storage tanks, providing approximately 4 months of storage assuming 10 dry tons per day of digested sludge production and 5.0% solids. The storage time can be managed by transferring solids to Grand Rapids. We will evaluate alternative storage strategies.

Future High-Strength Waste Feedstocks – Our evaluation will consider the potential to receive and manage supplemental feedstock. Many municipal anaerobic digesters co-digest industrial high strength wastes with municipal solids. Co-digestion allows municipalities to leverage their digestion capacity for the benefit of industry and additional gas production. The EPA RIN market is evolving to better accommodate co-digestion.

For example, the Grand Rapids anaerobic digester project converted a GVRBA solids storage tank into a concentrated waste tank. Grand Rapids can receive, screen, and store liquid wastes from industry and digest the concentrated waste in an anaerobic membrane digester. The digester is separate from the municipal solids digester and uses the membrane to concentrate solids. The separate digestion of municipal solids and hauled-in wastes allows Grand Rapids to meter D3 (municipal) and D5 (food waste) biogas. Recent rule changes eliminate the need to keep D3 and D5 biogas separate. The EPA recently updated the Renewable Fuel Standard Program (Standards for 2023-2025) to allow co-digestion of D5 and D3 wastes. This can significantly affect the value of RNG for digesters that simultaneously digest municipal biosolids and supplemental industrial feedstock.

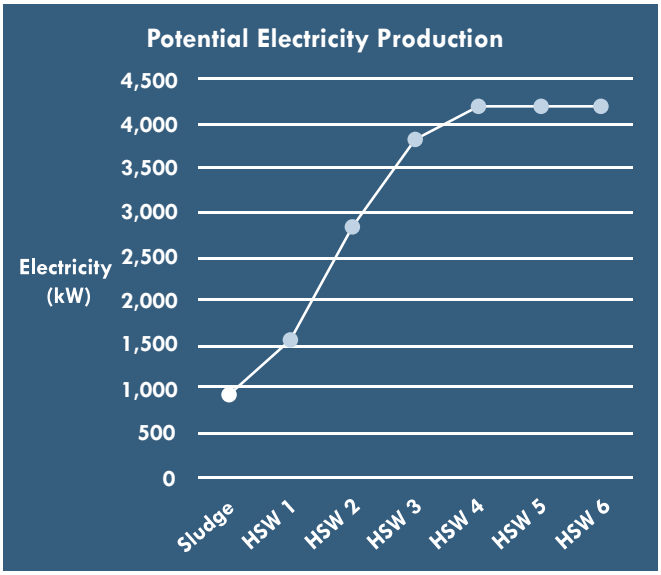


Figure 8 - Example HSW Analysis (Developed by Donohue for Fort Wayne, IN)

Odor Control – Anaerobic digesters are not typically significant odor sources when the gas handling system is operating properly. Typically, all biogas is captured and used. As a result, there are few odor emissions with anaerobic digesters and the associated biogas systems.

There could be some odor emissions from high strength waste (should the City elect to accept such waste material), appurtenant tanks, or appurtenant processes; however, the amount of air that needs to be captured and treated is relatively small. At the CWP, it is likely possible to treat the air from these appurtenant tanks/processes in the existing odor control processes.

Webster Environmental (WEA) will provide odor control information, insights, and guidance.

The City of Wyoming hired WEA to evaluate the existing chemical scrubbers at the Grand Valley Regional Biosolids Authority (GVRBA) biosolids processing facility in 2021. The odor mitigation biofilter was designed by Webster. Webster understands the sizing and operation of the existing odor control systems at the CWP.

Product Markets - Today's wastewater treatment systems are resource recovery systems. Potential renewable resources are listed below.

We will consider the recovery, reuse, and, where appropriate, sale of the renewable resources in the wastewater received at the CWP.

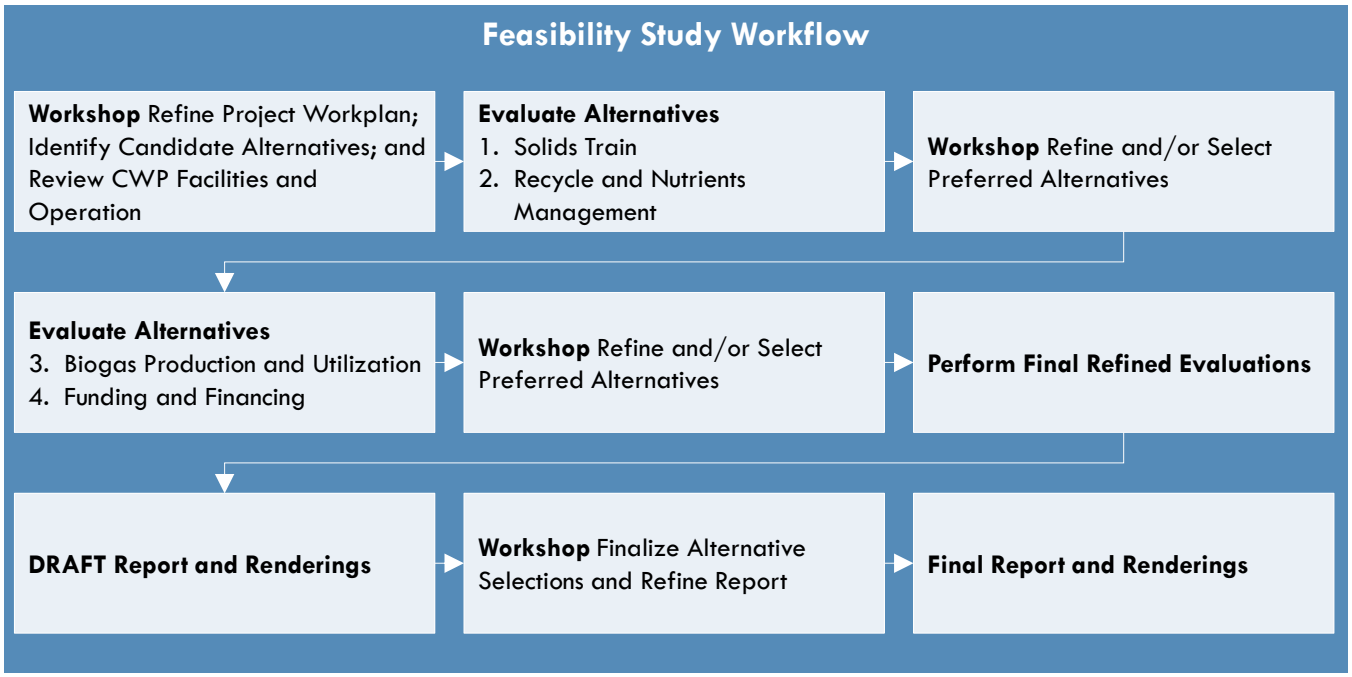
- Energy – Biogas-related energy is recovered as heat, electricity, and/or RNG.
- Phosphorus – If phosphorus is recovered outside the biosolids, it is typically in the form of struvite.
- Carbon- and nutrient-rich fertilizer – Biosolids are a valuable soil amendment; the nutrients enhance crop production and the carbon enhances moisture-holding capacity. CWP biosolids stored at the CWP will be land applied as Class B solids. CWP biosolids co-mingled with digested Grand Rapids biosolids could be land applied as Class B cake or, eventually, dried and reused as a Class A biosolids product.

Scope of Services

Scope of Services

This section outlines our proposed Scope of Services and demonstrates our methodology for performing the work associated with this project. The symbol ○ denotes services and the symbol ➲ denotes deliverables. All deliverables will be submitted electronically as PDF documents.

We developed the Services below to efficiently accomplish the project objective, provide the reliable and actionable information the City needs, and meet your expectations for quality and schedule. These Services and the associated proposed fee reflect our knowledge from our previous role producing the Biosolids Master Plan (BMP) for the GVRBA. The 700 hours we spent on that recent GVRBA project have provided us a functional understanding of the key technical, administrative, and financial considerations, requirements, preferences, and curiosities relevant to the expedient execution of this project. Nevertheless, we welcome any opportunities to discuss and refine these Services where the City and Donohue feel refinements are warranted.



Base Services

Services described below satisfy the requirements of the RFP. Services defined in a subsequent section exceed the RFP requirements and are offered as optional Services.

105	Workshop 1 - Kickoff	Base Services
○	Prepare for, conduct, and document a Workshop to "kickoff" the project. Submit a Request for Information for any additional or updated data. Attendees will [1] refine and define the project objectives, procedures, communication protocols, and evaluation criteria; [2] refine and establish the project schedule; [3] discuss previously provided data/information and request more recent data/information; [4] discuss solids train experiences, issues, and concerns with particular emphasis on how these systems are operating and performing; and [5] discuss City requirements, preferences, and curiosities. During this on-site visit, key Donohue personnel will review the CWP with City personnel, focusing on the how the solids train is currently configured and how solids train	

improvements might be sited and configured to leverage existing infrastructure and equipment. The solids mass balance for the CWP is shown in the table below. PSD = primary solids. WAS = waste activated solids.

➲ **Agenda**
Workshop Presentation Materials
Request for Information
Workshop Documentation Notes

Condition	Parameters	PSD		WAS	
		2019-21	2042	2019-21	2042
Annual Average	Flow (gal/day)	49,000	57,800	354,800	418,700
	Total Solids (%)	4.8%	4.8%	0.9%	0.9%
	Total Solids (lb/d)	19,600	23,100	21,300	25,100
	Volatile Solids (%)	80%	80%	85%	80%
	Volatile Solids (lb/d)	15,680	18,500	18,100	21,400
Maximum Month	Flow (gal/day)	60,400	71,300	445,100	525,200
	Total Solids (%)	6.2%	6.2%	1.1%	1.1%
	Total Solids (lb/d)	31,300	36,900	28,700	33,900
	Volatile Solids (%)	80%	80%	85%	80%
	Volatile Solids (lb/d)	25,020	29,500	24,400	28,800

110 Evaluation 1 – Solids Train — Base Services

○ Perform an economic and non-economic evaluation of relevant solids train unit processes and process alternatives. Some of the economic evaluations may include sensitivity analyses, considering a range of cost drivers. Anticipated evaluation items are listed below. All anaerobic digestion alternatives will produce Class B biosolids. The evaluation materials will be documented as Workshop materials, including relevant physical layouts, schematics, sizing, mass balances, vendor information, costs, and non-economic considerations. DSD = digested solids.

- PSD Thickening
- PSD Screening
- WAS Thickening
- Anaerobic Digestion
  - Location
  - Operating Strategy
  - Number of Tanks
  - Size of Tanks
  - Tank Geometry/Configuration – e.g., egg, steep cone, conventional
  - Tank Construction Materials
  - Tank Sizing
  - Recirculation and Heating
  - Mixing
  - Future Expansion
  - Future Ancillary Processes to Achieve Class A – e.g., thermal hydrolysis
- DSD Thickening
- DSD Storage
- DSD Liquid Land Application Program
- DSD Liquid to Grand Rapids Program
- Odor Concerns and Control Strategies

➲ **Workshop Materials**

115 Evaluation 2 – Recycle and Nutrients Management — Base Services

○ Perform an economic and non-economic evaluation of sidestream management processes and process alternatives. Some of the economic evaluations may include sensitivity analyses, considering a range of cost drivers. Anticipated alternatives are listed below. The evaluation materials will be documented as Workshop materials, including relevant physical layouts, schematics, sizing, mass balances, vendor information, costs, and non-economic considerations.

- Post-Aerobic Digestion (PAD)
- Deammonification Processes
- Chemical Feed to DSD Thickening
- Route DSD to Grand Rapids without Thickening and CWP Recycle

Perform an economic and non-economic evaluation of struvite control strategies. Anticipated alternatives are listed below. The evaluation materials will be documented as Workshop materials, including relevant physical layouts, schematics, sizing, mass balances, vendor information, costs, and non-economic considerations.

- Pre-Digestion Chemical Feed
- Struvite Recovery and Harvesting

➲ **Workshop Materials**

120 Workshop 2 – Solids Train, Recycles, and Nutrients — Base Services

○ Prepare for, conduct, and document a Workshop review and discuss the material documenting the preceding evaluations: Evaluation 1 – Solids Train and Evaluation 2 – Recycle and Nutrients Management.

The ultimate objective of this Workshop is to select [1] the preferred solids train strategy and improvements; [2] the preferred recycle strategy and improvements; and [3] the preferred struvite control strategy and improvements.

For all the evaluations, we understand it may be necessary to refine the evaluations to better address City requirements, preferences, and curiosities before the City is comfortable selecting the preferred strategies and improvements. If/when necessary, we will refine the evaluations and either present those refinements at the next Workshop or schedule a less formal web-hosted meeting to review those refinements.

➲ **Workshop Materials**
Evaluation 1 – Solids Train
Evaluation 2 – Recycle and Nutrients Management
Workshop Documentation Notes

125 Evaluation 3 – Biogas Production and Utilization — Base Services

○ Estimate the initial biogas production rate. Estimate the ultimate biogas production rate for the selected digestion volume. Develop a practical or most-probable biogas production rate increase for a scenario where regional feedstocks are added to the digestion process. Perform an economic and non-economic evaluation of relevant biogas conditioning and utilization processes and process

alternatives. Some of the economic evaluations may include sensitivity analyses, considering a range of cost drivers. Anticipated evaluation items are listed below.

- Conditioning Technologies and Flowtrains
- CWP-Wide Heat
- Combined Heat and Power (CHP) for CWP-Wide Heat and Electricity
- RNG Grid Sale in Association with GVRBA
- RNG Grid Sale outside of GVRBA

➲ **Workshop Materials**

130	Evaluation 4 – Funding and Financing	Base Services

○ Identify potential funding sources and programs. Identify potential financing strategies. Candidate sources and strategies are listed below.

We will collaborate closely with Baker Tilly to provide this information and an understanding of how these different alternatives affect revenue requirements and user rates. We will identify qualifying requirements and timelines.

- Inflation Reduction Act (IRA) Renewable Energy Tax Credits
- State Grants
- Federal Grants
- Open Market Bonds
- State Revolving Fund (SRF) Low-Interest Loan

➲ **Workshop Materials**

135	Workshop 3 – Biogas, Funding, and Financing	Base Services

○ Prepare for, conduct, and document a Workshop review and discuss the material documenting the preceding evaluations: Evaluation 3 – Biogas Production and Utilization and 3 – Funding and Financing.

The ultimate objective of this Workshop is to select [1] the preferred biogas utilization strategy and improvements and [2] home in on well-conceived and preferred funding programs and financing strategies.

➲ **Workshop Materials**
Evaluation 3 – Biogas Production and Utilization
Evaluation 4 – Funding and Financing
Workshop Documentation Notes

145	DRAFT Report and Renderings	Base Services

○ Produce Revit-based renderings illustrating the City-selected improvements. These renderings will be suitable for sharing with the public to educate and garner support. Produce a DRAFT Report documenting the evaluations, the City-selected CWP strategies and improvements, the preferred funding and financing strategy, the representative user rate implications, and the roadmap to implement the improvement program.

➲ **DRAFT Report**
DRAFT Renderings

150	Workshop 4 – DRAFT Report and Renderings	Base Services

○ Prepare for, conduct, and document a Workshop reviewing the DRAFT Report and renderings. The purpose of this Workshop is to receive and discuss City comments and revisions.

➲ **DRAFT Report**
Workshop Documentation Notes

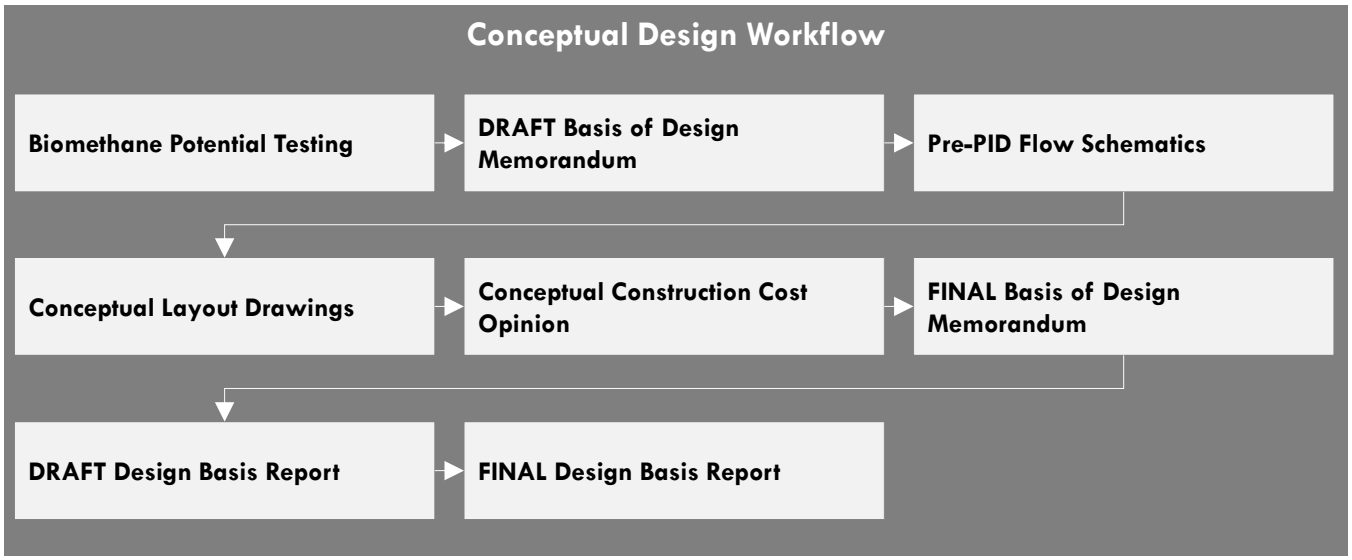
155	FINAL Report and Renderings	Base Services

○ Prepare and submit the FINAL Report and renderings that address City comments.

➲ **FINAL Report**
FINAL Renderings

Optional Services

Services described below exceed the RFP requirements and are offered as optional Services. Their purpose is to advance the City-selected strategies and improvements from a *feasibility* stage level of understanding and definition to a *conceptual design* stage level of understanding and definition. These Services will produce a take-off-based construction cost opinion with better cost resolution and accuracy than the construction cost opinion produced during the feasibility study.



205	Biomethane Potential Testing	Optional

○ Municipal solids digestion and biogas/methane production are well understood. We are confident our initial biogas production estimates will be representative of what the digestion system will produce initially. Nevertheless, the City may want to perform lab-scale biomethane potential (BMP) testing. As an optional service, coordinate BMP testing with Michigan State University. This testing will confirm and refine design assumptions. Potential high strength waste substrates could also be tested.

➲ **Sampling Program**
Test Results

210	DRAFT Basis of Design Memorandum	Optional

○ Produce a basis of design memorandum that establishes and delineates major process design parameters, unit process sizing, unit process operating strategies, and major process equipment sizes. The DRAFT Basis of Design Memorandum will use pre-BMP biogas production assumptions.

➲ **DRAFT Basis of Design Memorandum**

215 Produce Pre-PID Flow Schematics Optional

○ Produce unit process flow sheets (schematics). Each flow sheet will be limited to a single unit process. These flows sheets will be precursors to the process and instrumentation drawings (PIDs) that will be developed during a subsequent preliminary design phase.

➲ **Pre-PID Flow Schematics**

220 Produce Conceptual Layout Drawings Optional

○ Advance the concept drawings produced during the feasibility study (base services). At this juncture of the project, site plans will be developed without survey data. Prepare conceptual layout drawings for structures affected by the Work of the project. In general, these drawings will delineate the items listed below.

- Major removals (structural and equipment) within each existing structure
- Channels with dimensions
- Tanks with dimensions
- Basins with dimensions
- Buildings with dimensions
- Rooms on each floor like process rooms, electrical rooms, control rooms, mechanical rooms, maintenance rooms, storage rooms, office spaces, laboratories, and meeting rooms.
- Cross sections with elevations
- Stairwells and doors
- Process equipment outlines consistent with the process equipment sized and selected to this stage of the project
- Equipment access requirements and provisions
- Site access requirements and provisions for each structure
- Site plan showing all relevant structures, major above-grade site features, and major below-grade features

Conduct multiple web-hosted meetings during the Optional Services to discuss and refine deliverables. We expect at least one of those review meetings will occur after the DRAFT Basis of Design Memorandum, Conceptual Layout Drawings, and Conceptual Construction Cost Opinion are submitted.

➲ **Conceptional Layout Drawings**

225 Produce Conceptual Construction Cost Opinion Optional

○ Prepare a refined and enhanced construction cost opinion based on the current version of the Basis of Design Memorandum, conceptual layout drawings, and pre-PID flow schematics. The construction cost opinion will be take-off based and organized by specification section. The cost opinion will be produced without the benefit of project-specific geotechnical information; however, relevant previously collected geotechnical information will be used if the City provides that information.

➲ **Conceptual Construction Cost Opinion**

230	Produce FINAL Basis of Design Memorandum	Optional

○ If necessary, update the DRAFT Basis of Design Memorandum to reflect the results of the BMP testing.

➲ **FINAL Basis of Design**

230	Produce DRAFT and FINAL Design Basis Report	Optional

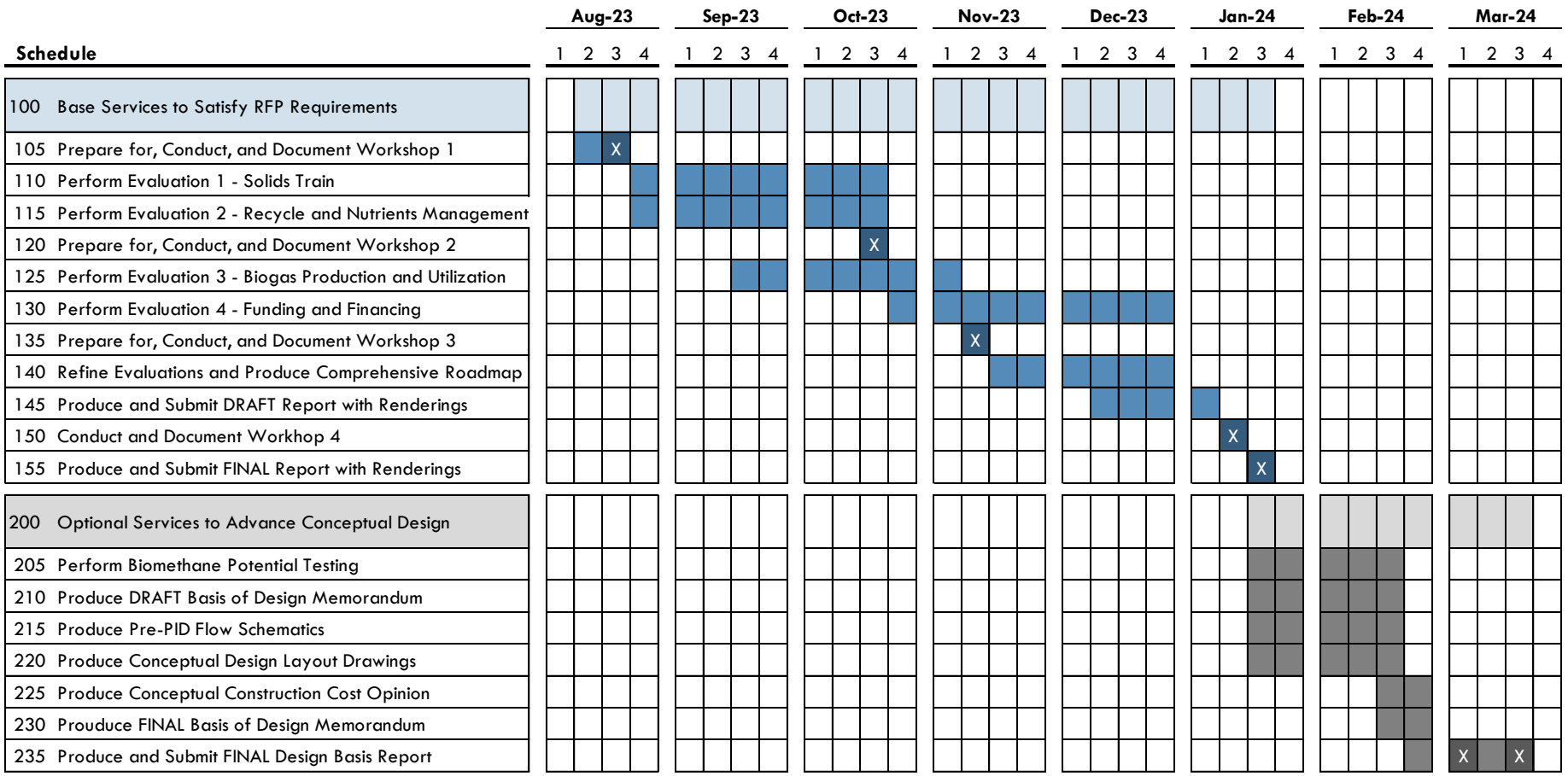
○ Produce and submit a DRAFT Basis of Design Report that incorporates the Basis of Design Memorandum, advanced conceptual layout drawings, pre-PID flow schematics, and the advanced conceptual construction cost opinion. Produce and submit a FINAL Design Basis Report that addresses City comments.

Conduct at least one web-hosted meeting to discuss and refine the DRAFT Design Basis Report.

➲ **DRAFT Design Basis Report**
FINAL Design Basis Report

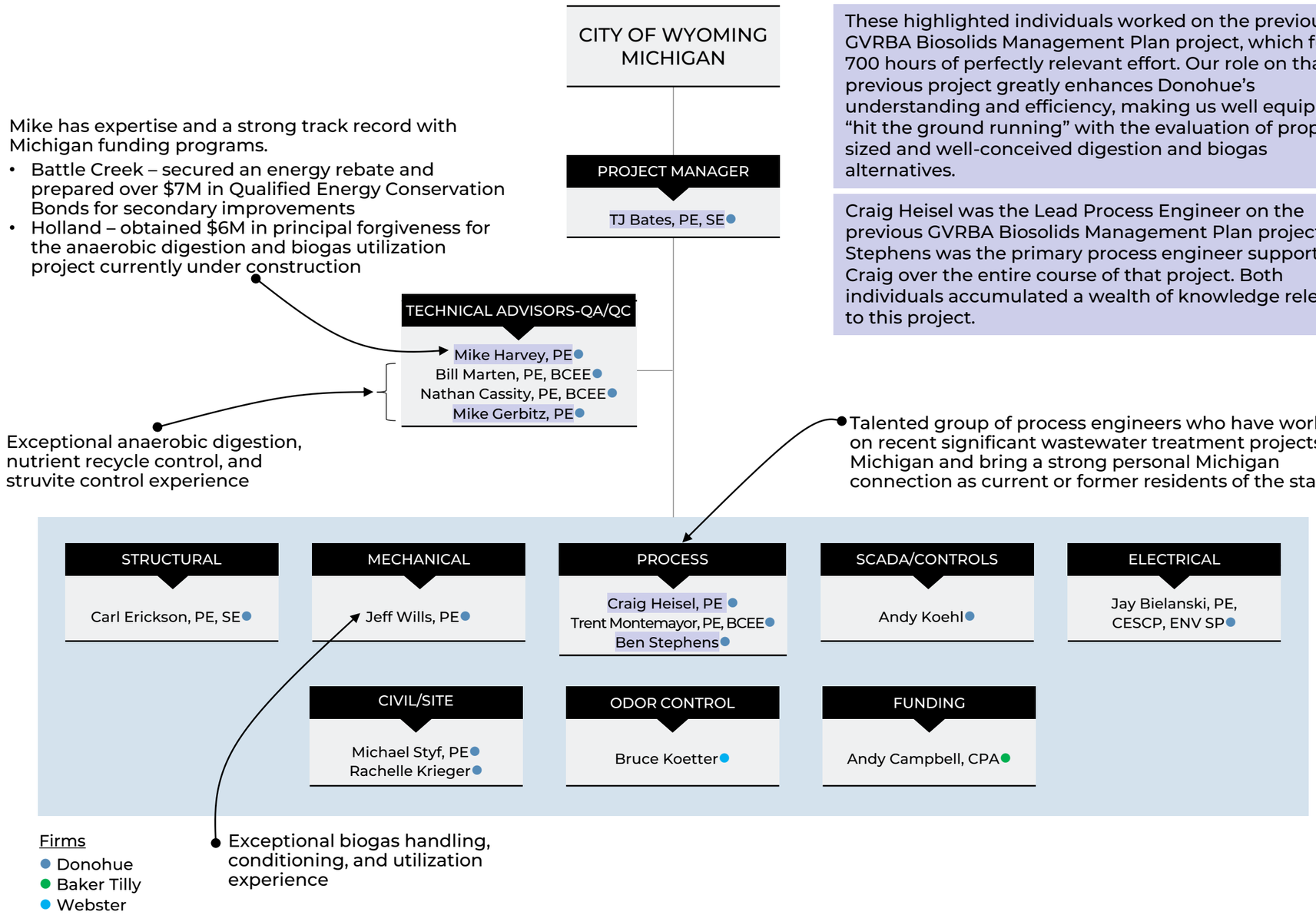
Project Schedule

Project Schedule



Key Personnel

A UNIQUELY AND EXCEPTIONALLY QUALIFIED TEAM TO EFFICIENTLY PRODUCE A RELIABLE AND ACTIONABLE DIGESTER FEASIBILITY STUDY



These highlighted individuals worked on the previous GVRBA Biosolids Management Plan project, which funded 700 hours of perfectly relevant effort. Our role on that previous project greatly enhances Donohue's understanding and efficiency, making us well equipped to "hit the ground running" with the evaluation of properly sized and well-conceived digestion and biogas alternatives.

Craig Heisel was the Lead Process Engineer on the previous GVRBA Biosolids Management Plan project. Ben Stephens was the primary process engineer supporting Craig over the entire course of that project. Both individuals accumulated a wealth of knowledge relevant to this project.

Donohue offers:

- ✓ Experience with Wyoming's biosolids strategies and unit processes
- ✓ Previously worked with Wyoming's staff to produce a biosolids mass balance
- ✓ Experience with GVRBA's biosolids and biogas strategies and unit processes
- ✓ Exceptional anaerobic digestion experience
- ✓ Exceptional biogas conditioning and utilization experience
- ✓ Exceptional nutrient recycle control and harvesting experience
- ✓ Exceptional struvite control experience
- ✓ Exceptional biosolids end use program experience
- ✓ Exceptional EGLE permitting and funding experience

Our Subconsultants offer:

- ✓ Exceptional odor control experience [Webster]
- ✓ Exceptional project funding, tax credit, and tax credit monetization experience [Baker Tilly]

Key Personnel

As shown on the organization chart preceding this page, we offer a team of familiar names with proven abilities to the City.

TJ Bates, PE, SE
Donohue (Grand Rapids, MI Office) | Years of Experience: 16
Role: Project Manager

- Based in Donohue's Grand Rapids office, TJ Bates is an experienced project/construction manager and structural engineer. He has served as project manager and/or production coordinator for the following projects within the past five years:
  - Holland, MI: Biosolids Improvements and Anaerobic Digester
  - Holland, MI: Primary Clarifier Rehabilitation
  - Battle Creek, MI: Composting and Odor Control Study and Design
  - Battle Creek, MI: Secondary Improvements CRS
  - WLSSD-Duluth, MN: Biogas System CRS
  - Wyoming, MI: Centrifuge Replacement CRS
  - Wyoming, MI: Jackson Park PS Replacement
  - Wyoming, MI: Drinking Water Plant Dehumidification Study
  - Genesee County, MI: Aeration and RAS Splitting Improvements CRS
  - WLSSD-Duluth, MN: Headworks CRS
  - Sheboygan Water, WI: UV Disinfection Facility CRS
  - Brookfield, WI: Disinfection System Upgrade CRS
- One recent example of TJ's management skills was the completion of the Holland Biosolids Improvements and new Anaerobic Digester. This project had a very aggressive schedule to meet SRF funding deadlines and, to add to the challenges, the pandemic started during the design. The project was completed on time and on budget. As a result of meeting the SRF deadlines, Holland qualified for $6M in debt forgiveness.
- As Project Manager, TJ will be responsible for schedule, budget, and Wyoming/Donohue interactions. He will develop the detailed project schedule, then manage compliance. He will plan the need for necessary resources to assure availability. His goal in City interactions is to maximize efficient input and eliminate "surprises" in the final product.

Nathan Cassity, PE, BCEE
Donohue (Sheboygan, WI Office) | Years of Experience: 24
Role: Technical Advisor

- He is a proven leader in all facets of wastewater treatment at Donohue and formerly with an international wastewater firm.
- Nathan has worked on several Wyoming projects and is quite familiar with the facility. Most recently he was a technical reviewer on the GVRBA study report.
- Nathan has extensive biosolids experience having been involved in numerous planning studies, design and construction of digesters. For example, he was involved in early phases of the planning of the Holland digester wastewater facility and led the evaluation of digestion options for the Grand Haven wastewater facility.

- His vast wastewater treatment plant experience includes planning and/or design projects as the following plants:
  - Stickney WRF, Chicago, IL (1,440 mgd)
  - Baltimore, MD (203 mgd)
  - Fairfax, VA (134 mgd)
  - Arlington, VA (124 mgd)
  - Kenosha, WI (100 mgd)
  - NEW Water-Green Bay, WI (96 mgd)
  - Naperville, IL (65 mgd)
  - Harrisburg, PA (61 mgd)
  - Lake County Des Plaines, IL (52 mgd)
  - Joliet, IL - East Side (45 mgd)
  - Janesville, WI (40 mgd)

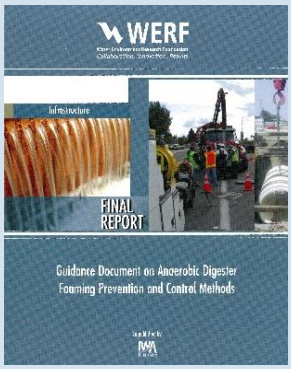
Bill Marten, PE, BCEE

Donohue (Sheboygan, WI Office) | Years of Experience:40+
Role: Technical Advisor

- Donohue's Practice Leader for *Wastewater Biological Processes and Nutrient Removal*.
- Extensive experience with anaerobic digestion, including design, process evaluation, process optimization and troubleshooting, and struvite mitigation. Bill was the lead wastewater engineer on the system selection and sizing of the Holland digester facility. This included looking at recycle flows and developing a strategy to mitigate phosphorus and ammonia recycle.
- Bill has been an operator, a wastewater utility engineer, and has managed a 15-mgd activated sludge plant, giving him a "real world" perspective on every project. In addition, he emphasizes training and learning, including providing tools to help staff understand, control and optimize plant processes.
- Conducted process/operations reviews to help solve problems at numerous wastewater treatment plants, and has extensive experience pilot-testing, designing and evaluating performance of advanced activated sludge (in particular BNR and selector configurations), nutrient removal and anaerobic digestion systems.
- Awarded WEF's notable George Bradley Gascoigne Medal for *Research in Wastewater Treatment Plant Operational Improvement*, WWOA's prestigious Koby Crabtree Award, and CSWEA's Academic Excellence Award and 7S Society membership.

BILL'S NATIONAL ANAEROBIC DIGESTER INVOLVEMENT

Bill Marten was a key team member of the WERF Project Subcommittee for INFR1SG10 ***Wastewater Treatment Anaerobic Digester Foaming Prevention and Control Methods***. This significant research effort was aimed at reviewing the extent of anaerobic digester foaming across the country, coupled with a comprehensive survey of facilities with foaming histories, and focused studies at four facilities. His role was to review work plans, individual task order (research phase) results and the overall study report. In this role Bill instilled practical comments to improve each phase of the work, offered his own operational, process and trouble-shooting experiences from numerous plants, coupled with collaborative discussions with professional associates both within and outside of Donohue.



Mike Gerbitz, PE

Donohue (Sheboygan, WI Office) | Years of Experience: 33
Role: Technical Advisor

- Senior wastewater engineer who leads Donohue's biosolids and resource recovery services; a major focus is anaerobic digestion optimization and biogas utilization. Mike was the lead technical advisor for the GVRBA Biosolids Management Plan project.
- Has successfully led and managed numerous multi-discipline design teams on dozens of wastewater treatment plant projects, with capacities up to ranging from under 1 mgd to 400 mgd.

- Mike has been involved in the evaluation, planning and design of many anaerobic digester and biogas reuse projects. Some of the larger systems are in: Kenosha, WI; WLSSD in Duluth, MN; St. Cloud, MN; Appleton, WI; Brookfield, WI; Wausau, WI; Eau Claire, WI; Sheboygan, WI; and Fond du Lac, WI.
- Project Manager of the project that won the 2018 Best of State Award from ACEC Minnesota" "A Utility of the Future > Making St. Cloud GREATER." April 11, 2017 will forever be known as "Energy Independence Day;" the first day the wastewater treatment facility produced 100% of its required energy and achieved Net Zero Energy status, a first in Minnesota. The facility produces more than 90% of its required electricity on average annually.
- Relevant Project Experience
  - Water Pollution Control Facility Biosolids Upgrade – Beloit, WI
  - Energy Efficiency and Resource Recovery – St. Cloud, MN
  - Digestion Mixing, Biogas Membrane Covers, High Strength Waste Receiving – Sioux City, IA

Mike Harvey, PE
Donohue (Grand Rapids, MI Office) | Years of Experience: 40+
Role: Technical Advisor

- Mike has more than 40 years of wide-ranging experience in wastewater engineering consulting.
- His roles have involved management of facilities planning, design and construction, project and program management, client relationship development and maintenance, and business management.
- Mike served as project manager for the GVRBA Biosolids Management Plan project. Over the past ten years Mike has been involved with all of the projects that Donohue has performed for Wyoming.
- His technical expertise encompasses wastewater treatment and infrastructure, including facility evaluation, design and construction; wet weather flow management; energy management and conservation; solids handling; and permitting. During his career, Mike has managed and served as technical advisor for the rehabilitation/new construction of a variety of challenging wastewater treatment, collection and conveyance projects ranging from small to large.
- He has led projects for a host of Michigan wastewater facilities, including Battle Creek, Ann Arbor, Wyoming, Holland, Genesee Co., Coopersville, Coldwater, and East Lansing. A number of these projects (Battle Creek, Holland, Grand Haven, East Lansing and Coldwater) have either included or been solely focused on biosolids. The projects have included planning for current and future disposal options, investigations of market conditions, and discussions with farmers, regulator, and landfill operators.

Craig Heisel, PE
Donohue (South Bend, IN) | Years of Experience: 25
Role: Process

- Craig is highly experienced in the design, construction, start-up, operation, and maintenance of wastewater treatment facilities with particular expertise in evaluating treatment processes and optimizing process performance and energy efficiency.
- Craig served as Lead Process Engineer on the GVRBA Biosolids Management Plan project. Through this project and other Wyoming work (Asset Management Program, Aeration Blower Reprogramming), he has gained significant knowledge of the Wyoming CWP.
- Provided process and operations assistance on projects in Holland, Battle Creek, Marquette, Coldwater, Sturgis, Hinsdale, and Kinross, Michigan.
- Has worked with large wastewater utilities including Fort Wayne, South Bend, Citizens Energy Group (Indianapolis), and Milwaukee MSD, in the planning, design, startup, and transition of capital projects to operations
- Served as a Senior Process Engineer with a contract operator and was involved in more than 50 wastewater projects located in Indiana, Michigan, Illinois, Wisconsin, Ohio, New York, and New Jersey.

Jeff Wills, PE
Donohue (Sheboygan, WI Office) | Years of Experience: 29
Role: Mechanical

- Jeff is Donohue's Practice Leader for *Mechanical Systems and Energy Recovery*. He is an extremely accomplished and experienced mechanical engineer who invariably leads or reviews our most complex and challenging mechanical design projects. He is an expert in biogas conditioning, storage, and utilization.
- Jeff is known to Wyoming through his lead role on the recent Drinking Water Plant Dehumidification project.
- Relevant Project Experience
  - Anaerobic Digester Design - Holland, MI
  - Primary and Secondary Treatment and Digesters - Fort Wayne, IN
  - Energy Management Master Plan and Heating System Preliminary Design -WLSSD, Duluth, MN
  - Digester Improvements - Faribault, MN
  - Solids Handling Improvements - Kenosha, WI
  - Wastewater Treatment Facilities Improvements Phase 2 - Eau Claire, WI
  - Digester Mixing and Gas Utilization - Stevens Point, WI
  - Biogas Conditioning and Engine Generators - Milwaukee MSD, WI
  - Biogas Conditioning and Engine Generators - St. Cloud, MN

> *The Nutrient Recovery and Reuse (NR2) Workshop went GREAT today. Both Brian and I wanted to let you know we think Jeff and others on your team are all absolutely fantastic…Your team is exceptionally brilliant, knowledgeable, professional and respectful. We truly enjoy working with all you freaky smart people!" Tracy Hodel, Public Utilities Director, City of St. Cloud, MN*

Trent Montemayor, PE, BCEE
Donohue (Grand Rapids, MI Office) | Years of Experience: 16
Role: Process

- Trent is highly skilled in the planning, design, and construction of wastewater collection and treatment systems and water distribution and treatment systems.
- Trent is familiar with the Wyoming Clean Water Plant and staff. He recently served as the lead process engineer for the CWP Headworks Screening evaluation study.
- His project experience includes design of linear infrastructure, pump stations, water and wastewater treatment plant equipment, and storage facilities. His experience also includes construction administration and resident field engineering services.

Ben Stephens
Donohue (Grand Rapids, MI Office) | Years of Experience: 5
Role: Process

- Ben is a wastewater process engineer and a graduate of Michigan State's chemical engineering program.
- He is particularly skilled in the manipulation and extrapolation of large amounts of data using various programs.
- Recent projects include:
  - Aeration blower evaluation and preliminary design, Wyoming, MI
  - GVRBA Biosolids Management Plan project, Grand Rapids/Wyoming, MI
  - Capital Improvement Planning, Coldwater, MI
  - Facility Planning, Sault Ste Marie, MI
  - Capital Improvement Planning, Coopersville, MI
  - Facility Planning, Leslie MI
  - Activated Sludge Aeration Control Improvements, Linden, MI

Carl Erickson, PE, SE
Donohue (Chicago, IL Office) | Years of Experience: 13
Role: Structural

- Carl's experience includes the structural analysis, design, and construction in water and wastewater projects.
- His structural design experience includes shallow and deep foundations, concrete structures, concrete anchorage, structural steel, and aluminum as well as the inspection and evaluation of existing structures.
- His design experience also includes civil site work such as asphalt pavement design, grading and surfacing, storm sewer and oily water piping, fencing, and sediment erosion plans.

Andy Koehl
Donohue (Fort Wayne, IN Office) | Years of Experience: 23
Role: SCADA/Controls

- Over two decades of diverse experience in instrumentation and control systems as both a municipal owner and consulting engineer. Any's background includes control system programming, design, testing, startup, project management, and program management for water and wastewater plants.
- Andy served as the Lead SCADA programmer for the primary clarifier replacement project in Holland, MI and for the BPU SCADA Replacement project in Coldwater, MI.
- Other recent programming includes the Effluent Pump Station, Digested Sludge Pump Station, Gas Conditioning & Utilization, Heating System, Digester Feed & Withdrawal, Thickening Building, Pond 1 & 2 Outfalls, Sweetwater Pump Station, and Aeration SCADA Screens for the City of Fort Wayne.

Jay Bielanski, PE, CESCP, ENV SP
Donohue (Chicago, IL Office) | Years of Experience: 15
Role: Electrical

- Jay is an electrical engineer with noteworthy experience in design and construction of large, complex electrical distribution systems at WWTFs.
- This experience includes planning, design, construction, and project management services for medium and low voltage electrical system projects including switchgears, motor control centers, distribution transformers, underground electrical distribution systems, lighting systems, grounding, lightning protection systems, motor controls, and arc flash reduction systems.
- Relevant Project Experience
  - Dehumidification Replacement and Upgrades - Wyoming, MI
  - Biosolids Drying, UV Disinfection, and Other WPCF Improvements - Beloit, WI
  - Lemay WWTF Repairs & Improvements - St. Louis MSD
  - Nine Springs WWTP Electrical Service Equipment Replacement - Madison MSD
  - Electrical Master Plan and WWTF Upgrades - Alton, IL

Michael Styf, PE
Donohue (Grand Rapids, MI Office) | Years of Experience: 16
Role: Civil/Site

- Located in Grand Rapids, Michael is an experienced civil engineer with expertise in water and wastewater site work, stormwater and sanitary sewers, drainage systems, pavement design, and roadways.
- Lead civil/site layout engineer for the Holland Anaerobic Digester Design project.
- Wyoming projects include the Drain Line Replacement and Jackson Park Pump Station Replacement.

Rachelle Krieger
Donohue (Grand Rapids, MI Office) | Years of Experience: 5
Role: Civil/Site

- Rachelle is located in Donohue's Grand Rapids office and brings over 5 years of experience in civil engineering, surveying, and CAD design.
- She has worked on the Drain Line Replacement and Blower Preliminary Design for the City of Wyoming.

Bruce Koetter, PE
Webster | Years of Experience: 34
Role: Odor Control

- He has performed over 200 odor evaluations and designed dozens of odor control systems including biofilters, bioscrubbers, chemical scrubbers, carbon adsorbers, and chemical feed systems ranging in size from less than 1,000 cfm to over 150,000 cfm.
- His experience also includes the management of construction for numerous industrial and municipal odor control system projects.
- Bruce he knows the odor control facilities at the Wyoming CWP. He was the lead engineer for the odor control work and the design of the odor control biofilter.
- Has worked with Donohue on odor control projects in Holland, Battle Creek, and Deerfield, MI.

Andy Campbell, CPA
Baker Tilly | Years of Experience: 10+
Role: Funding Alternatives

- Andy is the Local Unit Director for Baker Tilly located in East Lansing and is a Certified Public Accountant and registered Municipal Advisor.
- He has served over 250 municipal clients in his 10+ years in the business.
- His experience includes bond issuance, installment purchase agreements, government grant/loan programs, asset management planning, rate studies and tax increment finance.

Subconsultants

Subconsultants

Webster Environmental Associates (WEA): Odor Control Experts

WEA is a full-service environmental engineering firm specializing in odor control engineering. WEA has been conducting air sampling and testing, data analysis, and odor control system designs for municipal clients for 40 years. WEA has become a world leader in odor control engineering and has completed over 700 odor control projects by providing personalized service, a unique understanding of the issues, and creative solutions. WEA has completed hundreds of odor control projects at municipal wastewater treatment plants and has provided odor control designs for numerous biosolids processing facilities.

WEA has the experience and equipment needed to conduct odor studies and odor control system designs. WEA conducts on-site sampling that includes the collection of air samples and testing of odors, hydrogen sulfide, ammonia, and other compounds. It also conducts air dispersion modeling and evaluates the performance of existing odor control systems.

WEA has worked on several recent odor projects at the Wyoming CWP, including the design of odor control system modifications and the biofilter.

Donohue has recently teamed with WEA on projects in Holland, Battle Creek, and Deerfield, MI.

Baker Tilly: Funding Experts

Formed in 1931, Baker Tilly is dedicated to delivering efficiency, quality, creativity, innovation, and forward-thinking funding solutions through traditional avenues like SRF, as well as unique grant and tax credit programs. Their energy and utility team's knowledge and expertise are recognized across the country. Their team is sought out by leading industry organizations such as AWWA. Based on their significant experience with public utilities and compliment of qualified resources, we believe Baker Tilly is ideally suited to help you meet your funding objectives.

Baker Tilly works with local governments to provide funding avenues for energy infrastructure studies (see examples on next page). This includes significant experience with energy feasibility studies related to tax credits.

Leveraging Opportunities from the Inflation Reduction Act (IRA)

The IRA includes more than 70 tax credits and financial incentives designed to facilitate the transition to cleaner energy production, promote advanced manufacturing, encourage the adoption of clean vehicles, and reduce greenhouse gas emissions through decarbonized vehicle fuels and energy efficient technologies. As part of the IRA, significant enhancements were also made to the U.S. Department of Agriculture (USDA) and U.S. Department of Energy (DOE) loan programs. With most of the tax credits and financial incentives valid through 2032, this new law anchors long-term U.S. energy policy for many years to come.

Baker Tilly is in the development phases with over 50 IRA tax credit engagements for clean energy projects.

The IRA is complicated and the full guidance has not yet been issued by the government. Baker Tilly will help Wyoming navigate the complexities and provide guidance to effectively position your project to receive eligible credits, if the IRA is deemed appropriate.

ENERGY INFRASTRUCTURE STUDIES – PARTIAL LISTING		
Client	**Services Provided**	**Years Served**
Austin (IN)	Solar energy IRA tax credit calculation, consulting, and reporting	2023 - present
Delhi Township (MI)	Biogas to energy IRA tax credit calculations, consulting and reporting	2022 – present
Big Sandy Rancheria (CA)	Tribal utility authority (TUA) feasibility study, biodiesel analysis, solar energy consulting	2016 – present
Big Valley Band of Pomo Indians (CA)	TUA feasibility study, biodiesel analysis, solar energy consulting, microgrid analysis and implementation	2016 – present
Columbus (IN)	Solar energy IRA tax credit calculation, consulting, and reporting	2023 - present
Coushatta Tribe of Louisiana (LA)	TUA feasibility study, waste to energy feasibility, solar energy consulting	2015 – present
Coyote Valley Band of Pomo Indians (CA)	TUA feasibility study, biodiesel analysis, solar energy consulting	2018 – present
Dodge City (KS)	Biogas energy IRA tax credit calculation, consulting, and reporting	2023 - present
Evansville (IN)	Biogas energy IRA tax credit calculation, consulting, and reporting	2023 - present
Fond du Lac Band of Lake Superior Chippewa (MN)	Biomass to energy/district head feasibility study	2015 – 2017
Forest County Potawatomi Community (WI)	Waste to energy(digester) study feasibility and development support	2016 – 2018
Fort Wayne (IN)	Multiple energy type IRA tax credit calculation, consulting, and reporting	2023 - present
Hualapai Tribe (AZ)	TUA feasibility phases I and II	2015 – 2016
Morgan County (IN)	Solar energy IRA tax credit calculation, consulting, and reporting	2023 - present
Olmsted County (MN)	Geothermal IRA tax credit calculation, consulting, and reporting	2023 - present
Oneida Nation (WI)	Waste to energy feasibility study	2015-2016
Passamaquoddy Tribe of Indian Township (ME)	TUA and biomass feasibility studies	2015 – present
Passamaquoddy Tribe of Pleasant Point (ME)	Biomass feasibility study	2019 – present

Past Experience

Past Experience

Select Donohue Evaluation and Design Experience
Anaerobic Digestion, Biogas Utilization, and Resource Recovery

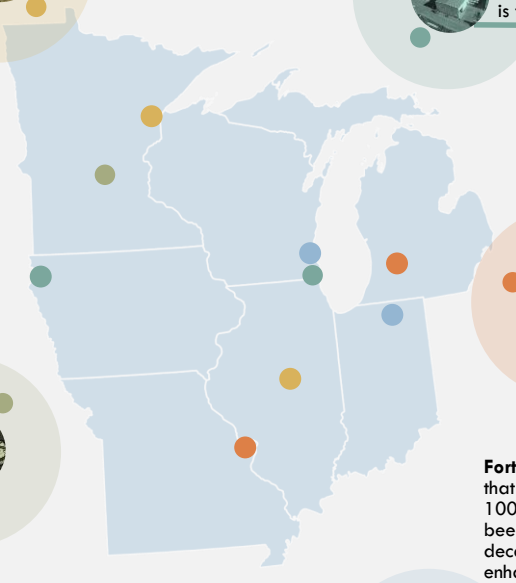
Community or District	High Strength Waste Receiving	High Strength Waste Digestion	Anaerobic Digestion	Anaerobic Digester Mixing	Biogas Handling	Biogas Energy Utilization	Heat Recovery and/or Utilization	Combined Heat and Power (CHP)	Renewable Natural Gas (RNG)	Solids Handling and Recovery	Class A	Nutrient Management & Recovery	Odor Control	
Appleton, WI		■	■	■	■	■	■	■		■				
Beloit, WI			■		■	■	■			■	■	■	■	
Brookfield, WI			■	■	■	■	■	■		■				
Bush Brothers Co. - Augusta, WI	■	■	■	■	■	■	■	■		■		■	■	
Columbia City, IN			■	■	■	■	■			■				
Decatur, IL	■	■	■	■	■	■	■	■		■	■		■	
East Lansing, MI			■	■	■	■	■			■	■			
Eau Claire, WI	■	■	■	■	■	■	■	■		■	■	■	■	
Evansville, IN - Eastside WWTF			■	■	■	■	■			■			■	
Faribault, MN			■	■	■	■	■			■			■	
Fond du Lac, WI	■	■	■	■	■	■	■	■	■	■	■	■	■	
Fort Wayne, IN			■	■	■	■	■	■		■		■		
Gary SD, IN				■						■				
Goshen, IN			■	■	■	■	■			■				
Grafton, WI			■	■	■	■	■			■		■		
Grand Haven, MI			■	■	■	■	■			■				
Grand Valley Regional Biosolids Agency, MI			■	■	■	■				■	■			
Hammond, IN			■	■	■	■	■		■					
Holland, MI	■	■	■	■	■	■	■	■		■	■	■	■	
Kenosha, WI	■	■	■	■	■	■	■	■		■	■			
Kiel, WI	■	■	■	■	■	■	■			■	■		■	
La Crosse, WI	■	■	■	■	■	■	■	■		■	■	■	■	
Madison MSD, WI			■	■	■	■	■			■	■		■	
Marquette, MI			■	■	■	■	■	■		■		■		
Milwaukee MSD - Jones Island, WI										■	■			
Milwaukee MSD - South Shore, WI	■	■	■	■	■	■	■	■		■	■	■		
North Shore WRD, IL			■	■	■	■	■			■	■	■	■	
Omaha, NE	■	■												
Oshkosh, WI			■	■	■									
Rantoul, IL			■	■	■	■	■			■				
Sault Ste. Marie, MI			■	■	■	■	■			■				
Sheboygan, WI	■	■	■	■	■	■	■	■		■	■	■		
Sioux City, IA	■	■	■	■	■	■	■		■	■		■		
St. Cloud, MN	■	■	■	■	■	■	■	■		■	■	■	■	
Stevens Point, WI	■	■	■	■	■	■	■	■		■	■			
Sun Prairie, WI			■	■	■	■	■			■	■	■		
Superior, WI			■	■	■	■	■			■		■		
Topeka, KS	■	■	■	■	■	■			■			■		
Two Rivers, WI			■	■	■	■	■			■				
WalCoMet SD, WI			■	■	■	■	■			■			■	
Wausau, WI	■	■	■	■	■	■	■	■		■	■			
Western Lake Superior SD (Duluth), MN	■	■	■	■	■	■	■	■	■	■		■		

Highlights of Donohue's Digestion and Solids Handling Planning Experience

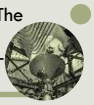
Milwaukee, Wisconsin | As part of the 2050 Facilities Planning Team for the 330-mgd Jones Island (JI) and 300-mgd South Shore (SS) Water Reclamation Facilities (WRFs), Donohue prepared and evaluated biosolids and energy mass balance; alternative technologies for biosolids processing, dewatering, and drying; contingency planning for Milorganite facility outage; alternative system analyses for Milorganite processing; and single point of failure risk analysis. Donohue has been working with the District for over 20 years, leading numerous projects, including a two-stage ATAD evaluation, digester dewatering design, D&D Facility VFD upgrade, digester mixing upgrade, high-strength waste evaluation, and interplant solids pipeline replacement.

Duluth, Minnesota | This comprehensive project produced a plant-wide Master Plan for the 160-mgd treatment facility that provided the Western Lake Superior Sanitary District with an energy-efficiency roadmap to guide decision-making for years to come. The Plan recommended near-term action items: biogas utilization, heating plant improvements, and sludge-to-sludge heat exchanger improvements; and long-term focus areas: BOD removal, high-purity oxygen efficiency enhancements, supplemental carbon addition to the TPAD anaerobic digestion system, solids dewatering and thickening efficiency improvements, and other process-related improvements. Donohue has recently designed many of these recommended improvements.

Kenosha, Wisconsin | Award-winning biosolids facility design that integrated technologies never used before in North America. Design combined a PONDUS thermal-chemical hydrolysis system, thickening improvements, digester enhancements, combined heat and power (CHP) cogeneration units, biogas conditioning system, and low temperature belt dryer. The result: an innovative facility that uses waste heat as the plant's main heat energy supply, a 30% increase in biogas production for conversion to electricity, and a Class A biosolids end product. The PONDUS installation is the first in North America.



St. Cloud, Minnesota | Donohue produced a comprehensive master plan that considered an array of alternatives: biosolids stabilization, conditioning, and reuse; biogas conditioning, storage, and utilization; high-strength waste receiving, storage, and utilization; energy efficiency and renewable energy production; and nutrient recovery. Planning led to the Energy Efficiency and Biofuel improvement (E2B) and Nutrient Recovery and Reuse (NR2) projects. The E2B project included biogas conditioning and storage and biogas-fueled engine generators. The NR2 project included a membrane biogas storage dome, dewatering centrifuge, biosolids cell lysis, WAS phosphorus release, and struvite recovery. The City selected Ostara for struvite harvesting and Lystek for cell lysing, and is the first-of-its-kind installation in the U.S.



Holland, Michigan | Donohue evaluated biosolids treatment and disposal alternatives for future biosolids handling, storage and disposal, including anaerobic digestion, thermal hydrolysis processes (Lystek, PONDUS and Cambi) drying, and storage. Recently designed $31M anaerobic digester complex, a key component in City's long-term plan to manage biosolids and will enhance the resiliency, flexibility, sustainability, and cost-effectiveness of the City's solids handling program.

Sioux City, Iowa | Donohue evaluated an array of biosolids processing alternatives, including sludge hydrolysis, digestion, and dewatering. The evaluation included phosphorus and nitrogen management alternatives associated with sidestreams from solids dewatering, including struvite harvesting technologies, ammonia stripping, and sidestream nitrification or Anammox treatment.

Fort Wayne, Indiana | After developing a facility plan that has been serving as a roadmap for Fort Wayne's 100-mgd water pollution control facility, Donohue has been upgrading and enhancing its facility for nearly two decades. Recent projects include digestion system enhancements and biogas conditioning and utilization improvements. Donohue also helped the City develop a hauled-in high-strength waste receiving program to leverage existing digestion capacity and dramatically enhance biogas production, with the goal of becoming a Net Zero Energy facility.

Decatur, Illinois | Led biosolids master planning at 125-mgd treatment facility. Donohue evaluated 54 potential biosolids alternatives to address capacity, reliability, performance, and efficiency for a 20-year planning period. A phased approach for implementation complimented the District's needs and goals. Following planning Donohue designed a high-strength waste receiving station, digestion improvements, and biosolids handling improvements.

Metropolitan St. Louis Sewer District, Missouri | A new redundant sludge cake receiving facility at the Bissell Point WWTF will receive sludge cake hauled in from other District treatment facilities for incineration. Donohue's efforts include identifying and evaluating alternatives. To optimize the design, the team analyzed truck volume; cake solids content and characteristics; required storage volume and pumping rate; pipe size and pressure rating; pumping requirements; preferred cake pump style/manufacturer; and pre-selection and pricing negotiations with cake receiving station manufacturer.

Biosolids Management Planning
Grand Valley Regional Biosolids Authority (GVRBA)
Cities of Wyoming and Grand Rapids, Michigan

Reference
Kevin Lynch
Grand Valley Regional Biosolids Authority
City of Wyoming
616-261-3554 | lynchk@wyomingmi.gov

Start: 4/2022
Completion: 4/2023

Project Highlights

- Evaluated seven alternatives to address significant solids handling cost increases (See Figure 1)
- Considered range of alternatives to manage interests of the City of Wyoming, City of Grand Rapids, and GVRBA
- Identified near-and long-term improvement concepts to benefit GVRBA

The biosolids planning project completed by Donohue included the following GVRBA goals:

- Develop a plan for solids mass reduction and to dry solids to 80% or higher solids content, potentially producing a Class A Biosolids product
- Develop a flexible program that maintains a variety of beneficial reuse forms and outlets
- Reduce or eliminate the need for solids to be disposed of in landfills
- Reduce vulnerability to economic factors beyond GVRBA's control (e.g., fuel costs, landfill costs, possible new/increasing regulatory requirements addressing PFAS, microplastics, and other emerging contaminants, etc.)
- Develop pricing models and scenarios for incoming sources from other regional facilities for solids dewatering, drying and handling services

Near Term Improvement Recommendations:

Co-Digest Wyoming Primary Sludge at Grand Rapids and Land Apply Lime Stabilized Waste Activated Sludge at Wyoming

Transferring primary sludge to Grand Rapids for dewatering and keeping waste activated sludge at Wyoming's Clean Water Plant has a number of advantages:

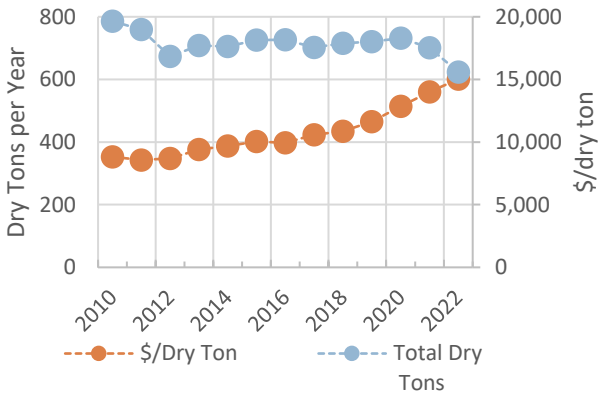


Figure 1 GVRBA Cost Increases Relative to Solids Production

- Reduces soluble phosphorus recycled to GR secondary treatment through centrate by keeping waste activated sludge at Wyoming
- Improves dewaterability of biosolids and centrifuge performance with less waste activated sludge dewatering
- Increases the nutrient value of land applied biological solids
- Increases RNG production and decrease the overall mass of solids for disposal.

Long Term Improvement Recommendations:

Separate Wyoming Anaerobic Digestion

Constructing anaerobic digestion facilities at Wyoming and separating anaerobic digestion between Grand Rapids and Wyoming has several advantages:

- Improved solids processing resiliency between the two systems and reduced dependence on the forcemain between Wyoming and Grand Rapids
- Improved ability for each utility to manage nutrients, including ammonium and soluble phosphorus recycle
- Reduced solids mass for GVRBA disposal
- Increased flexibility to sustain land application with anaerobically digested sludge from Wyoming CWP
- Reduced demands on the Grand Rapids operational staff

Biosolids Improvements

Holland Board of Public Works, Michigan

Reference
Theo VanAken, WWTP Superintendent
Holland Board of Public Works
616.355.1288 | tvanaken@hollandbpw.com

Start: 10/2019
Completion: 7/2020 (Design); Construction Substantially Complete

Project Highlights

- Anaerobic digestion with thermal hydrolysis process
- ENVISION gold certification
- SRF funded project
- Odor control designed by Webster

The Holland WRF receives and treats an average flow of 9 million gallons per day (mgd) and has a permitted capacity to treat an average flow of 12 mgd.

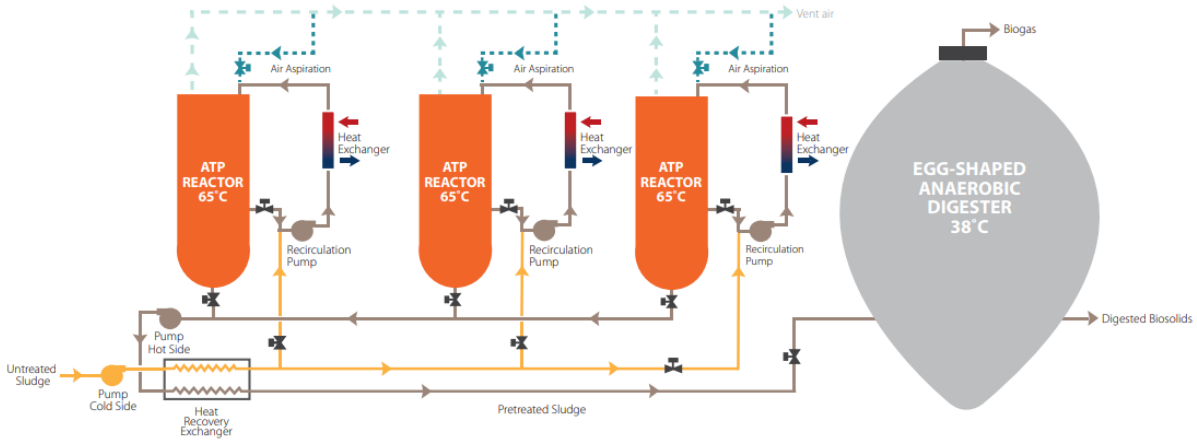
Waste activated sludge (WAS) is thickened using gravity belt thickener (GBT). A little more than half of the thickened WAS is stored, lime stabilized, and land applied as a Class B liquid. The remainder of the thickened WAS is mixed with primary sludge and dewatered using dewatering screw presses. Cake pumps are used to move the solids to roll off containers, which are then sent to landfill. Increased solids loading and challenges in biosolids disposal were causing their existing solids storage tanks to reach capacity. Furthermore, landfilling fees were increasing while the annual quantity of biosolids accepted by the local landfill was decreasing

HBPW retained Donohue to evaluate solids train alternatives, including PONDUS and anaerobic digestion, thermal-hydrolysis pasteurization followed by anaerobic digestion, Cambi and anaerobic digestion, anaerobic digestion and Lystek, Lystek, and biosolids drying. The analysis determined that the most cost-effective, long-term solution for biosolids management was thermal-hydrolysis pasteurization and anaerobic digestion.

For each alternative, Donohue prepared an economic evaluation, non-economic evaluation, and conceptual site layout drawings. Alternatives were designed to maximize use of existing equipment and infrastructure. The economic analysis included annual operating costs (staffing, chemical, electricity, gas, and disposal costs), and capital costs required for implementation. A total present worth analysis was used to compare the economic impacts of each alternative. Important non-economic factors such as constructability concerns, disposal considerations, and operational impact were evaluated qualitatively.

Donohue subsequently designed the improvements. The project consists of modified primary and WAS thickening, thermal-hydrolysis pasteurization (to achieve Class A biosolids) prior to the digester, an egg-shaped anaerobic digester, post aerobic digestion (PAD) to control ammonia, dewatering enhancements, odor control, and CHP biogas utilization.

While the digester was the project's focus, other significant components include odor control and the utilization of the biogas produced in the digester.



The biogas-fueled engine with heat recovery further attests to the project's emphasis on environmental stewardship. Power generated will be used onsite and heat collected will be used in the digestion process and for heating numerous spaces throughout the WRF.

The project recently received an ENVISION Gold rating for sustainability.

The project is being funded with an SRF loan with a significant debt forgiveness of $6M using Green Reserve funds.

Biosolids Evaluation and Digestion Improvements

City of Sioux City, Iowa

Reference
Thomas Pingel, Utilities Director
City of Sioux City
712.223.8311 | tpingel@sioux-city.org

Start: 9/2016 (Planning)
Completion: 5/2017 (Planning)

Project Highlights

- Biosolids planning
- Two biogas membrane storage covers
- High strength waste receiving and storage

The City retained Donohue to assist with a biosolids evaluation and design biogas mixing, biogas heating, digester cover replacement, and high-strength waste receiving and storage improvements.

Donohue recently produced bidding documents for two competing alternatives: [1] linear motion mixing with new fixed covers and [2] Anaergia propeller mixers (PSM) with membrane biogas-storage covers. Sioux City produces roughly 400 kcfd of biogas today but aspires to produce 900 kcfd. Biogas is conditioned and RNG is injected on a local pipeline (RNG designed by Others). The RNG system struggles due to fluctuating biogas production rates.

Example Anaergia membrane cover and mixer

The City advanced the high-strength waste storage, digester mixing improvements, and biogas storage system to dramatically increase biogas production and equalize biogas flows. These capital improvements will bid in the next several weeks. Donohue is under contract to provide construction-phase services.

Biosolids Planning and Implementation

City of La Crosse, Wisconsin

Reference
Jared, Greeno, WWTP Superintendent
City of La Crosse
608.789.7322 | greenoja@cityoflacrosse.org

Start/Completion: 9/2008 – 5/2009 (Master Plan)
Start/Completion: 8/2018 – 2/2019 (Updated)

Project Highlights

- Biosolids-focused capital planning
- Evaluation of pre-digestion enhancements, anaerobic digestion enhancements, struvite recovery strategies, and biosolids end-use alternatives

Donohue has been working with the City of La Crosse since 2008. Planning Projects include [1] Master Plan (2008), [2] Phosphorus Compliance Plan, and [3] 2040 Wastewater Strategic Plan (Facility Plan). Design and construction projects include a major $50M upgrade currently under construction.

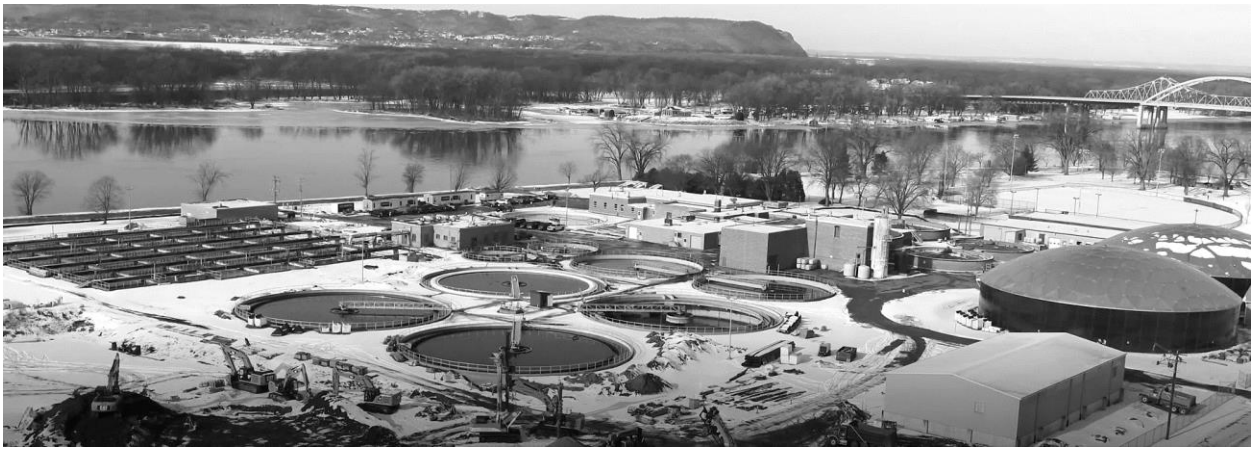
The City operates a regional wastewater treatment facility serving a population of 100,000. Several large food/beverage processors contribute nearly half of the influent BOD load. The WRRF receives a large quantity of hauled-in liquid high-strength waste from a large local brewery. This waste enhances biogas production and BNR performance.

After completing the Strategic Plan, the City retained Donohue to provide design and construction-related services. Improvements to the treatment facility include liquid train improvements for fine screening, re-configuring the aeration basins from A2O to MUCT for enhanced biological phosphorus removal, aeration system enhancements, secondary settling improvements, chemical conditioning and cloth-media disk filters to meet a 0.1 mg-TP/L effluent limit.

The solids train improvements include primary sludge screening, Orege solids thickening, anaerobic digestion system mixing and heating, biogas conditioning and CHP utilization, biosolids dewatering, and biosolids drying. A collaborative workshop during planning led the team to select sludge drying as the preferred solution for biosolids management. This alternative was not the lowest cost, but offered unrivaled non-economic results, which now with PFAS concerns, helps to future proof the facility.

Energy recovery was a key concept during the design, which led to the development of a custom energy mass balance spreadsheet. This tool was used to select the size of cogeneration engines, in a manner that maximized the electricity production and heat recovery yet provided a simple facility to operate.

The existing anaerobic digestion process was hydraulically limited, often operated at 14 days HRT. Piloting the Orege sludge thickening system demonstrated the sludge was capable of being thickened significantly, unlocking the ability for the future growth and immediate injection of high-strength wastes.



Biogas Utilization and High-Strength Waste Receiving/Co-Digestion
City of St. Cloud, Minnesota

Reference
Tracy Hodel, Public Services Director
City of St. Cloud
320.255.7225 | thodel@ci.stcloud.mn.us

Start: 6/2014
Completion: 11/2018

Project Highlights

- Evaluated biogas production, enhancement, conditioning, and utilization alternatives
- Evaluated biosolids alternatives
- Evaluated struvite harvesting alternatives

The St. Cloud Wastewater Treatment Facility is designed to treat an average-day flow of 18 million gallons a day (mgd). Its peak flow capacity is 35 mgd. The facility has full biological nutrient removal through a modified Johannesburg process. Solids are anaerobically digested and the Class B liquid biosolids are land applied.

Donohue has been working with the City of St. Cloud since 2014. Planning projects include [1] Resource Recovery and Energy Efficiency Enhancements (R2E2) (Facility Plan), [2] Main Pumping Station Improvements (Facility Plan), and [3] 2022 Energy and Equipment Improvements (Facility Plan). Design and construction projects include [1] Main Pumping Station Improvements, [2] Biogas Conditioning and CHP Utilization I, and [3] Nutrients and Resource Recovery Improvements.

The R2E2 Master Plan Report documented energy efficiency strategies, short- and long-term goals, and implementation plans related to resource recovery and energy efficiency. Efforts focused on energy benchmarking, biosolids stabilization strategies, energy efficiency strategies, energy production strategies, resource recovery (biosolids and phosphorus), and hauled-in high-strength waste (administration, operation, infrastructure, and equipment).

As part of resource recovery efforts, Donohue evaluated alternatives to harvest nutrient-rich, struvite-based phosphorus to reduce struvite-related maintenance concerns, enhance dewatering performance, and reduce the phosphorus content of the biosolids. We also evaluated biosolids stabilization, handling, storage, and reuse strategies to define the future biosolids program and ensure energy efficiency and production improvements are consistent with this program.

Following the R2E2 Master Plan effort, Donohue designed a biogas utilization system incorporating HSW receiving, HSW co-digestion, biogas storage, H2S removal, moisture removal, siloxane removal, and electrical energy generation. The biogas utilization system sizing was developed to accommodate the City-selected, hauled-in HSW program. The Project included biogas-fueled engine generators (two 633-kW units).

The City converted an existing in-ground basin to a temporary high-strength waste (HSW) receiving and equalization basin. After the successful implementation of this HSW program, the City retained Donohue to enhance and make permanent this HSW receiving and feed system. The City also retained Donohue to work with waste producers and City staff to develop sound administration and operating practices.

The City also retained Donohue to implement the biosolids program improvements which include struvite harvesting (pictured here), biosolids dewatering, Lystek biosolids processing, and liquid Class A biosolids storage. The Lystek process is the first publicly owned installation in the U.S. This project received the highest ACEC MN engineering excellence award (Grand Conceptor) in 2021.

Fees

Fees

Levels of Effort (Hours) by Task

	Project Roles	Project Manager	Technical Advisors	Senior Process Engineer	Junior Process Engineer	Senior Structural Engineer	Senior Electrical Engineer	Senior Controls Engineer	Senior Mechanical Engineer	Senior Civil Engineer	Junior Discipline Engineers
	Team Members	Bates	Varies	Heisel	Stephens	Erickson	Bielanski	Koehl	Wills	Styf	Varies
	Hourly Rates	$195	$240	$230	$130	$180	$215	$215	$230	$165	$130
100	**Base Services to Satisfy RFP Requirements**										
105	Prepare for, Conduct, and Document Workshop 1	10	5	5	10						
110	Perform Evaluation 1 - Solids Train	3	3	25	50	2	2	2	2	2	10
115	Perform Evaluation 2 - Recycle and Nutrients Management	3	3	20	30	2	2	2	2	2	10
120	Prepare for, Conduct, and Document Workshop 2	5	3	10							
125	Perform Evaluation 3 - Biogas Production and Utilization	3	3	15	15	2	2	2	25	2	10
130	Perform Evaluation 4 - Funding and Financing	3	3	10	10						
135	Prepare for, Conduct, and Document Workshop 3	5	3	10							
140	Refine Evaluations and Produce Comprehensive Roadmap	3	3	10	20						
145	Produce and Submit DRAFT Report with Renderings	3	3	10	20	2	2	2	2	2	10
150	Conduct and Document Workhop 4	5	3	5	5						
155	Produce and Submit FINAL Report with Renderings	5	3	3	5						
Totals		48	35	123	165	8	8	8	31	8	40
200	**Optional Services to Advance Conceptual Design**										
205	Perform Biomethane Potential Testing	2			2						
210	Produce DRAFT Basis of Design Memorandum	2	3	5	15						
215	Produce Pre-PID Flow Schematics	2	3	10	25			10			
220	Produce Conceptual Design Layout Drawings	5		5	20	5	5	5	5	5	10
225	Produce Conceptual Construction Cost Opinion	5	5	5	10	5	5	5	5	5	10
230	Prouduce FINAL Basis of Design Memorandum			3	3						
235	Produce and Submit FINAL Design Basis Report	5		3	5						
Totals		21	11	31	80	10	10	20	10	10	20

Labor Fees and Expenses by Task

Base Services

	Total Hours	Labor Fee	Travel Expenses	Sub-Consultants	Totals
105	30	$5,600	$150		$5,750
110	101	$16,865	Webster>	$3,000	$19,865
115	76	$13,115			$13,115
120	18	$3,995	$150		$4,145
125	79	$15,305			$15,305
130	26	$4,905	Baker Tilly>	$9,500	$14,405
135	18	$3,995	$150		$4,145
140	36	$6,205			$6,205
145	56	$9,515			$9,515
150	18	$3,495	$150		$3,645
155	16	$3,035	$250		$3,285
Totals	**474**	**$86,030**	**$850**	**$12,500**	**$99,380**

Optional Services

	Total Hours	Labor Fee	Travel Expenses	Sub-Consultants	Totals
205	4	$650	MSU>	$2,500	$3,150
210	25	$4,210	Webster>	$3,000	$7,210
215	50	$8,810			$8,810
220	65	$11,050	$150		$11,200
225	60	$10,950			$10,950
230	6	$1,080			$1,080
235	13	$2,315	$150		$2,465
Totals	**223**	**$39,065**	**$300**	**$5,500**	**$44,865**

Proposal and Contract Forms

BID/PROPOSAL FORM

Bid/Proposal for Digester Feasibility Study

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements. Donohue proposes to use the previous mutually agreed-to Terms and Conditions from our recent past contracts with the City of Wyoming.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:	YES	NO
Section 3 Certified Contractor?	✔	

If yes, DUNS #: 966349631

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

If yes, list name and relationship: _____

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	YES	NO
Woman Owned Company?		✔
Minority Owned Company?		✔

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Donohue & Associates, Inc.

BID/PROPOSAL FORM CONTINUED

As detailed in the specific requirements, the consultant is expected to provide project cost information as part of their proposal, which shall be included by reference into these contract documents unless otherwise agree to.

A not-to-exceed price shall be included as part of this form submittal. $ 99,380
Also refer to section 4 and include an attachment with required information.

Donohue & Associates, Inc.
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Michael A. Harvey, Vice President
[Printed name and title of person signing]

Michael W. Gerbitz, Sr. Vice President
[Printed name and title of 2nd person signing]

Date signed: 7/10/23

3949 Sparks Drive SE, Suite 105
[Proponent's street address]

616-201-2810
[Proponent's business phone]

Grand Rapids MI 49546
[City] [State] [Zip]

312-405-7965 (Michael Harvey), 920-889-4000 (Michael Gerbitz)
[Cell phone number(s) of person(s) signing for proponent]

mharvey@donohue-associates.com, mgerbitz@donohue-associates.com
[E-mail address(s) of person(s) signing for proponent]

S-Corporation, formed in Wisconsin, licensed to do business in Michigan
[Proponent's form of business – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

Appendix: Resumes

TIMOTHY J. BATES, PE, SE

PROFESSIONAL ENGINEER
Wisconsin: 42074
Indiana: PE11400728
Michigan: 6201062732
Minnesota: 53323
Iowa: 24245

STRUCTURAL ENGINEER
Illinois: 081.007911

CERTIFICATIONS
2-Hour OSHA
Confined Space Entry

YEARS OF EXPERIENCE
16

EDUCATION
Master of Science
Structural Engineering
Michigan Technological University
2008

Bachelor of Science
Civil Engineering
Michigan Technological University
2006

PROFESSIONAL ASSOCIATIONS
American Society of Civil Engineers
American Concrete Institute
American Institute of Steel Construction

AWARDS
2023 2023 ACEC Indiana Engineering Excellence Honor Award, Lead Structural Engineer: Wm. E. Ross Wastewater Treatment Plant Phase 1 Improvements, Richmond, Indiana.

2023 ACEC Minnesota Engineering Excellence Honor Award, Lead Structural Engineer: WLSSD Oxygen Supply Improvements Project (OSIP), Duluth, Minnesota.

2018 ACEC Indiana Merit Award Structural Engineer: City of Rushville Utilities - Cloth-Media Disk Filters for CSO Treatment, Rushville, Indiana

PRESENTATIONS
"Your Structures are Talking – Are You Listening?," MWEA Wastewater Administrators Conference, January 2022

"Creating a Solids Future (Holland, MI.)," Indiana WEA Annual Conference, August 2020

"Keeping Staff Safe – One Step at a Time: Grating Safety and Maintenance," Michigan WEA Administrators Conference, January 2020

"Keeping Staff Safe – One Step at a Time: Grating Safety and Maintenance," Indiana WEA Annual Conference, August 2019

Mr. Bates has extensive structural planning, design and construction experience on specialized and complex water and wastewater projects. He has been directly responsible for intricate structural designs, condition assessments, construction inspection and administration, and project management. His diverse engineering experience includes:

- Inspection and evaluation of existing structures
- Design and detailing of repairs and modifications to concrete and steel structures
- Construction administration of projects up to $40 million construction cost
- Responsive field engineering to address construction conflicts
- Management of complex and multi-discipline wastewater design projects

Biosolids Master Plan, Grand Valley Regional Biosolids Authority, Grand Rapids, Michigan. Production Coordinator/Structural Engineer: The GVRBA is a partnership between the City of Grand Rapids and the City of Wyoming focused on management and disposal of the biosolids produced at their wastewater treatment facilities. The overall goal of the study was to assess the current and future solids production and to develop a long-range plan for biosolids handling and disposal. GVRBA retained Donohue to evaluate biosolids strategies and produce an Agency-wide biosolids program. The evaluation considered all biosolids produced by the GVRBA service area, which include two large WRRFs: Grand Rapids and Wyoming, MI. Wyoming biosolids are split between liquid lime stabilization and dewatering at the Grand Rapids facility. Grand Rapids biosolids are anaerobically digested and dewatered. The evaluation considered the digested solids from Grand Rapids and undigested solids from Wyoming. Donohue worked collaboratively with the GVRBA staff and Board members to identify future regulatory and economic drivers and then to develop a series of alternatives which would address the future needs. Alternatives included anaerobic digestion at Wyoming, expanded anaerobic digestion at Grand Rapids, biogas conditioning and utilization, biosolids drying of all biosolids streams, and incineration of all biosolids streams. The outcome was a plan which established a long-range plan for GVRBA's biosolids management

Anaerobic Digestion Design, Holland, Michigan. Project Manager: Donohue was retained by the Holland Board of Public Works to provide planning and design of a new anaerobic digestion complex to better address their solids handling needs. The project will include modifications and enhancements to existing thickening facilities, a Class A egg-shaped anaerobic digester, post aerobic digestion, and a combined heat and power engine generator. Project construction is expected to be completed later this year.

Stormwater Pump Station Replacement, Wyoming, Michigan. Lead Structural Engineer/ Project Manager: Performed a comprehensive pump station alternative review with the Owner to select a pre-packaged suction lift station to replace an aging and deteriorated canned pump station. Complete design services included replacement of the pump station, addition of SCADA communications, and a standby generator connection. Project required installation of the new station adjacent to the existing station to ensure continuous operation throughout construction.

Thickening Centrifuge Replacement, Wyoming, Michigan. Lead Structural Engineer/ Assistant Project Manager: Donohue was retained by Wyoming to provide planning, design and construction phase services for the replacement of one of the facility's thickening centrifuges. Design includes upgrades to the building to meet current codes, coordination with selected equipment vendor and integration into the existing systems.

Primary Clarifier Rehabilitation, Holland, Michigan. Lead Structural Engineer/Assistant Project Manager: Donohue was retained by the Holland Board of Public Works to provide planning, design, and construction phase services for improvements to its wastewater primary clarifiers. The project focusses on the rehabilitation of the facilities four existing covered primary clarifiers. Design includes: the condition assessment of the clarifier concrete; evaluation of the aluminum covers and structural elements; recommended rehabilitation methods; and design of the rehabilitation approach.

"Primary Clarifier Rehabilitation Case Study," Michigan WEA Annual Conference, June 2019

WWTP Secondary Treatment System Upgrades, Battle Creek, Michigan. Project Manager/Lead Structural Engineer: Completed the preliminary design for high efficiency blower improvements, advanced aeration controls, biological nutrient removal, and advanced nutrient controls for the secondary treatment system. Structural work includes design of new equipment support bridges, analysis of existing reinforced concrete structures for change in use, and new structural steel framing to support an outside monorail system.

Capital Improvement Planning, Coldwater, Michigan. Project Engineer: Donohue worked with the Coldwater Board of Public Works to plan for future improvements to their Water Reclamation Facility (WRF). The planning process was initiated to address immediate capacity needs for the facility to accommodate needs for industrial expansions. The planning process also considered the following areas:

- Aging Infrastructure Alternatives
- Regulatory Improvements
- Sustainability Improvements

Donohue assisted the City to develop and submit an application and Project Planning Document to support the City's application for a CWSRF loan.

Facility Planning, Leslie, Michigan. Project Manager: Developed a 20-year capital improvements plan. The study included a condition assessment of the wastewater treatment plant unit processes, evaluation of current and future flows and loads, and a determination of discharge permit limits. From this information, a prioritized list of capital improvements was developed and used to formulate a 20-year plan. In order to apply for funding, Donohue then developed State Revolving Fund (SRF) Project Plan for five-year capital planning period. The Project Plan included several wastewater collection system in addition to the wastewater treatment plant improvements.

Biosolids Master Plan, East Lansing, Michigan. Lead Structural Engineer: Completed a comprehensive evaluation of long-range biosolids disposal options. All possible options were initially considered and then economic and qualitative aspects of each option were developed to allow the stakeholders to narrow down the choices. Structural evaluation considered cost of renovations of existing buildings and structures. Final options for consideration were considered at a conceptual project level to accurately evaluate how the proposed facilities would be located on the site and the capital and operational cost for each. The outcome will be a well-defined phased plan for facility improvements.

Water Pollution Control Facility HVAC Improvements, Cedar Rapids, Iowa. Lead Structural Engineer/Assistant Project Manager: Provided structural engineering support and design to a HVAC upgrade project that replaced existing aged equipment in multiple buildings throughout the plant. Project focused on NFPA 820 compliant and corrosion resistant solutions to provide the owner with a long-lasting, reliable, HVAC system. This involved modifications to, and the addition of, openings in the building shell to allow for improved air flow and replacement of aged doors for more weather tight models.

Biosolids Holding Tank, Naperville, Illinois. Lead Structural Engineer: Design and construction of a conventionally reinforced above grade 550,000 gallon biosolids holding tank with hyperbolic mixer and sparger to replace an existing deteriorated steel tank. Design included the incorporation of a large below grade valve vault attached to the tank with enclosed stairway access from grade as well as future considerations for a second tank in the future. Project required the specification of a flat, trussed, aluminum cover system with integral hatches as well as design and modification of associated support structures.

MICHAEL A. HARVEY, PE

PROFESSIONAL ENGINEER
Michigan: 6201038353
Wisconsin: 24192
Ohio: PE.68838
Pennsylvania: PE079755 (inactive)
West Virginia: 019834
Illinois: Reciprocity pending

PROFESSIONAL REGISTRATIONS
National Council of Examiners for Engineering and Surveying (NCEES)

YEARS OF EXPERIENCE
41

EDUCATION
Master of Science
Civil/Environmental Engineering Marquette University

Coursework-Masters
Business Administration
University of Detroit

Bachelors of Science
Civil Engineering
Nottingham University - England

ADDITIONAL TRAINING
Project Management Courses
Leadership Training Program
Client Relations Development
Strategic Pursuit Strategies

PROFESSIONAL ASSOCIATIONS
American Water Works Association
Construction Management Association of America
Water Environment Federation
WEF National Director

AWARDS
Select Society of Sanitary Sludge Shovelers service award

Outstanding Engineering Consultant of the Year - 2015 Michigan WEA

Arthur Sidney Bedell Award Recipient

PAPERS
"Getting it While it's Hot: Assessment of available technology for sewage heat recovery in a collection system," CSWEA 2014

PRESENTATIONS
"Battle Creek Pilot Composting Project," Michigan WEA Biosolids Conference, March 2021

Mr. Harvey has a wide-ranging experience in engineering consulting. His roles have involved management of facilities planning, design and construction, project and program management, client relationship development and maintenance, business development, and business management. His technical expertise encompasses water and wastewater treatment and infrastructure, including facility evaluation, design, and construction; wet weather flow management; energy management and conservation; solids handling; and permitting. He has combined extensive technical knowledge, superior client service, and visionary planning to execute contracts for significant water and wastewater projects.

Biosolids Management Planning, Grand Valley Regional Biosolids Authority (GVRBA), Michigan. Project Manager: The GVRBA is a partnership between the City of Grand Rapids and the City of Wyoming focused on management and disposal of the biosolids produced at their wastewater treatment facilities. The overall goal of the study was to assess the current and future solids production and to develop a long-range plan for biosolids handling and disposal. GVRBA retained Donohue to evaluate biosolids strategies and produce an Agency-wide biosolids program. The evaluation considered all biosolids produced by the GVRBA service area, which include two large WRRFs: Grand Rapids and Wyoming, MI. Wyoming biosolids are split between liquid lime stabilization and dewatering at the Grand Rapids facility. Grand Rapids biosolids are anaerobically digested and dewatered. The evaluation considered the digested solids from Grand Rapids and undigested solids from Wyoming. Donohue worked collaboratively with the GVRBA staff and Board members to identify future regulatory and economic drivers and then to develop a series of alternatives which would address the future needs. Alternatives included anaerobic digestion at Wyoming, expanded anaerobic digestion at Grand Rapids, biogas conditioning and utilization, biosolids drying of all biosolids streams, and incineration of all biosolids streams. The outcome was a plan which established a long-range plan for GVRBA's biosolids management.

Anaerobic Digestion Design, Holland, Michigan. Project Principal: Donohue was retained by the Holland Board of Public Works to provide planning and design of a new anaerobic digestion complex to better address their solids handling needs. The project will include modifications and enhancements to existing thickening facilities, a Class A egg-shaped anaerobic digester, post aerobic digestion, and a combined heat and power engine generator. Project construction is expected to be completed in the latter half of 2023.

Biosolids Master Plan, East Lansing, Michigan. Project Principal: Completed a comprehensive evaluation of long-range biosolids disposal options. Project was conducted through a series of workshops in order to collaboratively engage all of the stakeholders. All possible options were initially considered and then economic and qualitative aspects of each option were developed to allow the stakeholders to narrow down the choices. Final options for consideration were considered at a conceptual project level to accurately evaluate how the proposed facilities would be located on the site and the capital and operational cost for each. The outcome will be a well-defined phased plan for facility improvements.

Thickening Centrifuge Replacement, Wyoming, Michigan. Project Manager: Donohue was retained by Wyoming to provide planning, design and construction phase services for the replacement of one of the facility's thickening centrifuges. Design includes upgrades to the building to meet current codes, coordination with selected equipment vendor and integration into the existing systems.

Biosolids Alternatives Evaluation, Holland, Michigan. Project Manager: Evaluated five treatment alternatives to manage and dispose of municipal biosolids. Alternatives included upgrades to the existing lime stabilization and storage system, anaerobic digestion, thermal hydrolysis processes, and drying. Implementation of anaerobic digestion was identified as the most cost effective solution, which also provided flexibility for future growth.

Capital Improvement Planning, Coldwater, Michigan. Project Manager: Donohue worked with the Coldwater Board of Public Works to plan for future improvements to their Water Reclamation Facility (WRF). The planning process was initiated to address immediate capacity needs for the facility to accommodate needs for industrial expansions. The planning process also considered the following areas:

- Aging Infrastructure Alternatives
- Regulatory Improvements
- Sustainability Improvements

Donohue assisted the City to develop and submit an application and Project Planning Document to support the City's application for a CWSRF loan.

Facility Planning, Sault Ste. Marie, Michigan. Project Manager: Developed a 20-year capital improvements plan. The study included a condition assessment of the wastewater treatment plant unit processes, evaluation of current and future flows and loads, and a determination of discharge permit limits. From this information, a prioritized list of capital improvements was developed and used to formulate a 20-year plan. In order to apply for funding, Donohue then developed State Revolving Fund (SRF) Project Plan for five-year capital planning period.

Capital Improvement Planning, Coopersville, Michigan. Project Manager: The City of Coopersville Wastewater Treatment Plant treats flows from the municipal service area as well as flows from two large dairies. Donohue worked with the stakeholders to evaluate alternative improvements associated with both the City's Wastewater Treatment Plant (WWTP) and the dairy facilities. The improvements primarily addressed capacity limitations to support dairy expansion and treatment sustainability and reliability to address compliance with NPDES requirements.

Facility Planning, Leslie, Michigan. Project Principal: Developed a 20-year capital improvements plan. The study included a condition assessment of the wastewater treatment plant unit processes, evaluation of current and future flows and loads, and a determination of discharge permit limits. From this information, a prioritized list of capital improvements was developed and used to formulate a 20-year plan.

Secondary Treatment Upgrades Evaluation and Design, Battle Creek, Michigan. Project Manager: Completed a detailed evaluation of energy efficiency, operating and control strategies, and biological nutrient removal opportunities for the secondary treatment system at the 12-mgd Battle Creek WWTP. The resulting technical memorandum included recommended improvements to aeration blowers, aeration tanks, diffusers systems, aeration controls, and chemical dosing controls expected to reduce energy and chemical costs by approximately 20 percent or more while improving process performance. This work also included an application for an energy rebate from the power utility and a successful application for over $7M in Qualified Energy Conservation Bonds to fund the improvements.

Primary Clarifier Rehabilitation, Holland, Michigan. Project Manager: Donohue was retained by the City of Niles to provide planning, design, and construction phase services for improvements to its wastewater treatment facility. The project focusses on the rehabilitation of the facilities four existing covered primary clarifiers. Design includes the condition assessment of the clarifier concrete; evaluation of the aluminum covers and structural elements; recommended rehabilitation methods; and design and specification of the rehabilitation approach.

Wastewater Treatment Plant Solids Handling Facility Improvements, Trenton, Michigan. Project and Client Services Manager: Responsible for development and evaluation of a number of alternatives for solids disposal, with consideration of economics and non-economic criteria, at the 4-mgd Trenton WWTP. The new facility achieves dewatering using belt filter presses and disposal at a landfill.

WILLIAM L. MARTEN, PE, BCEE

PROFESSIONAL ENGINEER
Wisconsin: 25191

PROFESSIONAL REGISTRATION
Board Certified Environmental Engineer – American Academy of Environmental Engineers (Water/Wastewater Engineering)

Wisconsin: Grade IV Certified Wastewater Operator #05552

YEARS OF EXPERIENCE
44

EDUCATION
Master of Science
Civil/Environmental Engineering University of Wisconsin - Madison
1984

Bachelor of Science
Civil/Environmental Engineering University of Wisconsin - Madison
1982

PROFESSIONAL ASSOCIATIONS
Water Environment Federation

- WERF Project Subcommittee QA/QC Reviewer: "Wastewater Treatment Anaerobic Digestion Foaming Prevention and Control Methods" (Current)
- WEF Plant Operations and Maintenance Committee
- Municipal Wastewater Treatment Design Committee Wet Weather Treatment Subcommittee
- Residuals & Biosolids Committee
- Municipal Resource Recovery Committee

Central States Water Environment Association

Wisconsin Wastewater Operators Association

American Society of Civil Engineers

AWARDS
2021 George F. Bernauer Award from Wisconsin Wastewater Operators Association for Outstanding Contributions in Wastewater Treatment Technology in the State of Wisconsin

2017 ACEC Wisconsin Engineering Excellence Best of State Award, Lead Process Engineer: Eau Claire WWTF-Resilient, Robust, Sustainable, Eau Claire, Wisconsin

2014 ACEC Wisconsin Engineering Excellence Best of State, Process Engineer: Wastewater Treatment and Energy Recovery Facility, Bush Brothers & Company, Augusta, Wisconsin

Mr. Marten's expertise includes planning, designing, starting up, analyzing, troubleshooting, and auditing wastewater treatment systems, and developing and delivering both training and operations and maintenance (O&M) manuals for such systems. He is Donohue's Practice Leader for Wastewater Biological Processes and Nutrient Removal. Mr. Marten has experience working in the municipal and industrial wastewater treatment fields. This experience includes the following:

- Managed and led planning, evaluation, design, startup, training and troubleshooting evaluations and services at small, medium and large wastewater treatment facilities,
- Managed capacity evaluations to confirm/change rated capacity at several wastewater treatment plants
- Conducted process and operations reviews to solve compliance problems at numerous municipal and industrial wastewater treatment plants
- Managed a 15-mgd wastewater treatment plant in Maine, operated a 50-mgd wastewater treatment plant in Wisconsin, and taught a wastewater treatment operator certification course in California

Anaerobic Digester Design, Holland Board of Public Works, Michigan. Senior Process Engineer & Operations Specialist: The project included design of a new 2 MG egg-shaped digester, post-aerobic digester (PAD) for ammonia control, rehabilitation of an existing gravity thickener for primary sludge thickening, a new anoxic thermophilic pretreatment (ATP) reactors to produce a renewable Class A Biosolids, and a new gravity belt thickener for biosolids thickening. New or repurposed pumping systems included thickened sludge pumps, PAD recycle pumps, thickened biosolids pumps and all pumping systems associated with the digester.

Facility Planning, La Crosse, Wisconsin. Lead Process Engineer: Facility planning for wastewater treatment plant upgrade including assessment of biosolids management/reuse program and processing alternatives, biological nutrient removal optimization, and potential nutrient recovery, along with general plant upgrades related to age of existing infrastructure. One key focus area involved evaluating the anaerobic digestion process to improve its performance, to control struvite formation, and to assess the ability to accept high strength wastes to boost gas production for potential use in co-generation.

Master Planning Study, Plant Capacity Assessment and Anaerobic Digestion Improvements, Stevens Point, Wisconsin. Lead Process Engineer: Projects led to anaerobic digestion improvements aimed at increasing the plant's ability to feed high strength waste to its anaerobic digesters to boost biogas generation for co-generation purposes. Also included were issues related to gas quality and struvite control.

Anaerobic Digester Capacity Assessment/Improvements, Rantoul, Illinois. Lead Process Engineer: Led a planning study to evaluate the need for adding a second digester to this trickling filter plant. The evaluation recommended a number of improvements related to digester mixing and heating that avoided the need to build a second digester, saving the City several million dollars. These improvements were implemented and successfully met the City's needs for achieving adequate biosolids stabilization based on the planning period sludge loadings.

Startup Assistance and Process Troubleshooting/Optimization, Marquette, Michigan. Lead Process Engineer: Involved in helping plant develop operating strategies and in troubleshooting process upsets, primarily related to biological phosphorus removal and anaerobic digestion overloading/foaming, following conversion of this plant from RBCs to biological phosphorus removal. Key activities involved revising backup chemical feed strategies to help address alkalinity issues and process control strategies to minimize digester upsets and foaming.

Northeast Plant (NEP) Facility Planning, Urbana & Champaign Sanitary District, Illinois. Senior Wastewater Process Engineer & Operations Specialist: Operational input in developing facility plan development for the 14-mgd average flow Northeast Plant to meet future population growth and anticipated Illinois wastewater treatment regulations for the next 20 years. The investigation includes 20-year projected flows and loadings,

AWARDS (continued)

Life Membership – Wisconsin Wastewater Operators Association, 2013

2011 ACEC Wisconsin Engineering Excellence Best of State, Lead Process Engineer: Facility Planning to Meet Permit Limits, Superior, Wisconsin

2011 ACEC Wisconsin Engineering Excellence State Finalist, Lead Process Engineer: Eau Claire Removes Toxicity and Improves Pumping, Eau Claire, Wisconsin

2010, 2008 & 2006 - Outstanding Leadership and Dedicated Service Awards – Wisconsin Section Central States Water Environment Association

2007 Outstanding Service Award – Technical Program Committee Chair, Central States Water Environment Association

2006 ACEC Engineering Excellence Best of State Award/National Finalist, Sr. Process Engineer: Wet Weather Capacity Improvements at Milwaukee MSD's Jones Island Wastewater Treatment Plant

2005 George Bradley Gascoigne Medal, Water Environment Federation

2005 Koby Crabtree Award for Research & Education, Wisconsin Wastewater Operators Association

2004 Outstanding Service Award, Central States Water Environment Association

2000 Sentral States Select Society of Sanitary Sludge Shovelers, CSWEA

1984 Academic Excellence Award, Central States Water Environment Association

PAPERS

"Low Cost Activated Sludge Optimization – A Superior Approach", The Clarifier, WWOA Quarterly Magazine, February 2016

"Challenging the limits of technology," Water Environment & Technology Magazine, January 2015, Vol. 27, No. 1

"What every Operator should know about Biological Nutrient Removal," Water & Technology Magazine, October 2014, Vol. 26, No. 10

"International Standard Units for Water and Wastewater Processes," WEF Manual of Practice No. 6, 2011

"Wastewater Treatment Plant Upgrades in Grafton, Wisconsin", Water Environment & Technology Magazine, May 2010, Vol. 22, No. 5

"Maximizing Wet Weather Treatment Capacity", a series of 5 articles published in sequential issues of The Clarifier, Wisconsin Wastewater Operators Association from late 2004 through early 2006

hydraulic profile and bottleneck analysis, collection system interconnection model and operational strategies, whole plant BioWin process modeling, operational impact evaluation of Southwest Plant biosolids on Northeast Plant digestion, and UV disinfection evaluation. A key element of the project will involve assessing the plant's two parallel biological treatment trains (activated sludge and rock trickling filters) and nitrification towers to determine the most cost- and process-effective biological treatment strategy for the future. In addition, the project will evaluate chemically enhanced primary treatment to divert carbon to the plant's anaerobic digesters, thus lowering secondary biological treatment loadings while increasing biogas production potential. The project team will make use of the BioWin process simulator, calibrated based on results from two plant sampling campaigns (cold and warm weather), to compare and evaluate a number of secondary treatment alternatives.

Master Planning Study, Oakland WWTP Biosolids Handling and Energy Recovery, Topeka, Kansas. Lead Process Engineer: Led evaluations of existing plant anaerobic digestion and solids thickening/dewatering processes at this 15 mgd facility. Evaluations included performance and development/assessment of alternatives to optimize process performance and increase capacity, including assessment of conveying solids from the City's North Topeka WWTP to the Oakland plant to consolidate sludge treatment and reuse operations.

Long Range Capital Improvements Plan, Danville Sanitary District, Illinois. Senior Operations Specialist: Operational input into the development of a strategic plan to address critical infrastructure upgrades required to meet current and future domestic and industrial loads and anticipated Illinois wastewater treatment regulations for the next 20 years at the 24-mgd peak wastewater treatment plant. The investigation included 20-year projected flows and loadings, nitrification performance evaluation and impacts due to industrial loading, NFPA 820 compliance evaluation relative to digestion facilities, operations assistance in development of a wasting calculator, resulting in Sludge Volume Index (SVI) improvement from 400 down to 80. The result of the capital improvement process is the development of a $48M capital plan that includes the conversion of the facility to a membrane bioreactor (MBR) treatment process to provide a more robust treatment system to accommodate the facility's industrial loads and provide adequate nitrification in the event of industrial slug loads. In addition, the existing anaerobic digestion process will be converted to an autothermal aerobic digestion (ATAD) process to provide better solids destruction, removal of ammonia from the digested sludge side streams, and a Class A biosolids product. Dewatering facilities via centrifuge and soil blending to produce a marketable product are being considered as long-term implementation alternatives.

Southwest Plant (SWP) Facility Planning, Urbana & Champaign Sanitary District, Illinois. Senior Wastewater Process Engineer & Operations Specialist: Operational input in strategic plan development for the 17.25-mgd peak Southwest Plant to meet future population growth and anticipated Illinois wastewater treatment regulations for the next 20 years. The investigation included 20-year projected flows and loadings, hydraulic profile and bottleneck analysis, collection system interconnection model and operational strategies, whole plant BioWin process modeling, operational impact evaluation of Southwest Plant biosolids on Northeast Plant digestion, and UV disinfection evaluation. The project team modeled selected alternatives using the BioWin process simulator utilizing results from two plant sampling campaigns (cold and warm weather) and characterization program. The model reviewed meeting current and future phosphorus limits utilizing biological nutrient removal, effects of removing the nitrification towers, and possible configurations/ additional basins required to meet future nitrogen limits. The project also included a full-scale pilot evaluation of a new innovative fixed film activated sludge process similar to an IFAS system but with the media entirely mobile and flowing with the mixed liquor and RAS solids throughout the activated sludge facilities.

Capital Improvements Program, Traverse City, Michigan. Lead Process Engineer: Development of a five-year Capital Improvements Program to deal with deteriorated and aging equipment and facilities.

NATHANIEL W. CASSITY, PE, BCEE

PROFESSIONAL ENGINEER
Wisconsin: 35946
Illinois: 62062820
Michigan: 6201067118
Iowa: P24675

PROFESSIONAL DESIGNATION
Board Certified Environmental Engineer

YEARS OF EXPERIENCE
24

EDUCATION
Master of Science
Civil and Environmental Engineering
University of Wisconsin – Madison
1999

Bachelor of Science
Civil and Environmental Engineering
University of Wisconsin – Madison
1997

PROFESSIONAL ASSOCIATIONS
Water Environment Federation

Wisconsin Wastewater Operators' Association

American Academy of Environmental Engineers

AWARDS
2021 ACEC Minnesota Engineering Excellence Grand Award and Grand Conceptor Award, Project Manager: St. Cloud Nutrient Recovery and Reuse (NR2), St. Cloud, Minnesota.

2020 ACEC Illinois Engineering Excellence Special Achievement Award, Lead Process Engineer: Preparing for the Future: Upgrades at Aux Sable, Joliet, Illinois

2020 ACEC Illinois Engineering Excellence Judges Choice Award, Lead Process Engineer: Preparing for the Future: Upgrades at Aux Sable, Joliet, Illinois

2004 ACEC Wisconsin Engineering Excellence Best in State Award, Wastewater Treatment Plant Upgrade and Expansion, Ripon, Wisconsin

2004 American Society of Civil Engineers Wisconsin Section Engineering Achievement Award, Wastewater Treatment Plant Upgrade and Expansion, Ripon, Wisconsin

PRESENTATIONS
"A Tale of Two Aeration Upgrades," WWOA, October 2021

"Activated Sludge and BNR Process Control, Hands –On in the Real World, WEFTEC, October 2020

"Biosolids Handling Case Studies," WWOA, June 2020

"Process Control," WWOA, June 2020

Mr. Cassity has 24 years of experience as a wastewater process engineer. He has performed numerous evaluations and designs for wastewater facilities, including primary and secondary treatment, advanced treatment, disinfection, odor control, and the handling, treatment, and disposal of biosolids. Mr. Cassity specializes in process modeling using BioWin and GPS-X process simulators. Recent projects include detailed design and evaluations of biological nutrient removal, facility planning, and capacity studies.

Biosolids Master Plan, East Lansing Water Resource Recovery Facility, East Lansing, Michigan. Process Engineer: Creation of a 20-year solids handling plan to guide solid handling improvements throughout the facility. Report evaluated potential solids handling alternatives including various thickening, dewatering, and drying methods to generate biosolids end-products to be sent to landfill or suitable for land application.

Nutrient Recovery and Reuse Project (NR2), St. Cloud, Minnesota. Project Manager: The City of St. Cloud retained Donohue to complete design services for a biosolids upgrade and nutrient recovery project (NR2). Prior to this project, biosolids processing at the St. Cloud WWTF included sludge thickening and digestion. The NR2 project added increased biogas storage, biosolids dewatering, biosolids cell lysis and sidestream struvite recovery. Struvite recovery reduces recycle phosphorus loading and produces a slow-release fertilizer product.

Thickening Centrifuge Replacement, Wyoming, Michigan. Lead Engineer: Donohue was retained by Wyoming to provide planning, design and construction phase services for the replacement of one of the facility's thickening centrifuges. Design includes upgrades to the building to meet current codes, coordination with selected equipment vendor and integration into the existing systems.

Primary Clarifier Rehabilitation, Holland, Michigan. Lead Engineer: Donohue was retained by the City of Holland to provide planning, design, and construction phase services for improvements to its wastewater treatment facility. The project focusses on the rehabilitation of the facilities four existing covered primary clarifiers. Design includes: the condition assessment of the clarifier concrete; evaluation of the aluminum covers and structural elements; recommended rehabilitation methods; and design and specification of the rehabilitation approach.

Facility Plan and Design Services, Ixonia, Wisconsin. Project Manager: Managed preparation of the Town of Ixonia Facility Plan for a new wastewater treatment facility. Worked closely with Town personnel, Wisconsin DNR, and the Town residents on the creation and public approval of the Facility Plan. Following approval of the Facility Plan, managed the design project for the new wastewater treatment facility. The project includes an activated sludge oxidation ditch process with tertiary filtration, UV disinfection, and biosolids storage and handling, along with a new administration building for the plant personnel.

Facility Plan, NEW Water, Green Bay, Wisconsin. Project Manager: Donohue was a subconsultant to Black & Veatch for a Facility Plan covering both the Green Bay and De Pere facilities owned and operated by NEW Water. Donohue led flow and loading projections, condition evaluations, hydraulics modeling, capacity analysis, and screening and grit removal evaluations. Donohue assisted with authoring portions of the Facility Plan and developing recommended improvements to include in NEW Water's Capital Improvements Plan.

Wastewater Treatment & Resource Recovery Facility Master Plan, Fond du Lac, Wisconsin. Project Manager for the completion of the City of Fond du Lac Wastewater Treatment & Resource Recovery Facility Master Plan. The Plan consisted of seven separate deliverable technical memorandums and the final compiled Master Plan document. The technical memorandums covered the strategic direction of the Facility, an evaluation of existing conditions, future projections, identification of near and long-term

PRESENTATIONS (continued)

"Smarter Plant and Smaller Energy Bills: New Upgrades at the GCDC District WRRF 3," Michigan WEA Wastewater Administrators Conference, Frankenmuth, MI, January 2020

"Utility of the Future, The Continued Journey at St. Cloud, MN" Michigan WEA Conference, Boyne Falls, Michigan, June 2019

"Activated Sludge and BNR Process Control: Hands-On in the Real World," WEFTEC, New Orleans, Louisiana, October 2018

"Sustainability Focused Facility Planning – A Community Specific Approach," Michigan WEA Conference, Boyne Falls, Michigan, June 2018

"Utility of the Future, One City's Journey," Michigan WEA, Frankenmuth, Michigan, January 2018

"Optimization in Practice: Case Studies from NEW Water's Phosphorus and TSS Optimization Plans'" WWOA, Madison, WI, October 2017

"Activated Sludge and BNR Process Control: Hands-On in the Real World," WEFTEC, Chicago, Illinois, October 2017

"Advances in Wastewater Treatment Technology," Michigan WEA Conference, Boyne Falls, Michigan, June 2017

"Advanced Aerobic Digestion Techniques: Naperville, IL, CSWEA, St. Paul, Minnesota, May 2017

"Optimization in Practice: NEW Water EBPR & TSS," CSWEA, St. Paul, Minnesota, May 2017

"Wyoming Clean Water Plant – Energy Efficiency Implementation," MWEA Process Seminar, East Lansing, Michigan, October 2016

"Activated Sludge and BNR Process Control: Hands-On in the Real World: Oxidation Reduction Potential at East Bank WWTP, Jefferson Parish," WEFTEC, New Orleans, Louisiana, September 2016

"Planning for the Future: Battle Creek's Approach to Upgrading its Secondary Treatment Processes," IWEA Conference, Champaign, Illinois, 2016

"Your Bugs Are Doing Better Than You Think," Iowa WEA Conference, Council Bluffs, Iowa, 2016

"Choices to Address Filamentous Growth," MWEA Process Seminar, East Lansing, Michigan, 2015

"Process Changes with Impact," MWEA, East Lansing, Michigan, 2015

"Your Bugs Are Doing Better Than You Think," Wastewater Operators Association, Wisconsin Dells, Wisconsin, 2015

improvements required to address capacity and regulatory limitations and deficiencies, an improvements alternatives analysis, and implementation plan.

Nutrient Removal Planning, Joliet, Illinois. Developed a sampling and monitoring program for all three of Joliet's wastewater treatment facilities to gather baseline information on influent characteristics and nutrient concentrations. Provided direction to Joliet on special monitoring programs for future use in developing BioWin process simulator models and evaluating nutrient removal alternatives for the facilities.

Nutrient Removal Evaluation for Springbrook Water Reclamation Center, Naperville, Illinois. Evaluated alternatives to modify the activated sludge system for the 26-mgd facility for biological phosphorus removal and biological nutrient removal. Evaluated alternatives to replace the aging tertiary sand filtration system with a new cloth media filtration process or membrane filtration process. The process alternatives were modeled using the BioWin process simulator.

Phosphorus Removal Pilot Studies and Planning Evaluation for Springbrook Water Reclamation Center, Naperville, Illinois. Project Engineer: Completed a small scale pilot study and a full scale pilot study evaluating low level phosphorus removal for the 26-mgd Springbrook WRC. Evaluated biological phosphorus removal, chemical phosphorus removal, and add-on tertiary filtration utilizing a small scale membrane pilot unit provided by Koch Membrane Systems. Chemical phosphorus removal was further evaluated by conducting a full-scale pilot study on SWRC's 4-mgd South Plant dosing ferric chloride. The results of the pilot studies along with results from two special monitoring and sampling programs were used to develop a full plant model for SWRC using the BioWin process simulator. Upgrade alternatives were modeled and a phosphorus removal planning memorandum was prepared summarizing the findings and providing conceptual descriptions, design parameters, capital costs, and annual operating costs for each alternative.

Des Plaines River WRF Nutrient Removal Evaluation, Lake County Department of Public Works, Illinois. Process Engineer: Biological nutrient removal planning study at the 16-mgd WWTF. The study included evaluation of multiple BNR upgrade alternatives to achieve varying degrees of total nitrogen removal and phosphorus removal. The evaluation included computer simulations of the activated sludge process using the BioWin process simulator.

Biosolids Thickening and Aeration Improvements Engineering and Design, Springbrook Water Reclamation Center, Naperville, Illinois. Lead Process Engineer: Preliminary engineering and final design of digestion thickening and aeration upgrades to the aerobic digesters, including preparation of technical memoranda for aeration upgrades and thickener upgrades, and final design of aeration and thickening upgrades. Investigated blower technologies that included multi-stage centrifugal, single-stage centrifugal, positive displacement, and high-speed centrifugal. Led the design of a high-speed centrifugal blower building with six 250-hp units.

Wastewater Treatment Facility Planning and Design, Whiting, Wisconsin. Process Engineer: Facilities plan to upgrade the 0.3-mgd municipal wastewater treatment facility. Conducted a capacity evaluation to determine future wastewater treatment needs and recommended upgrade of the treatment facilities with a new fine screen, new raw wastewater pumps, new selector basins and oxidation ditch designed for biological phosphorus removal, new final clarifier, new UV disinfection system, and conversion of the existing aeration basins to aerobic digesters. Continued as process engineer and project manager through the design and construction of the new facilities.

Biofilter Odor Control Facilities, Plover, Wisconsin. Designed a compost bed biofilter for treating odorous air discharged from the auto-heated aerobic digesters. System captured odorous air from existing exhaust piping and routed new piping to the biofilter. Material from the nearby Village yard waste composting facility was utilized for biofilter media.

MICHAEL W. GERBITZ, PE

PROFESSIONAL ENGINEER
Wisconsin: 32259
Michigan: 6201064285
Minnesota: 53781

YEARS OF EXPERIENCE
33

EDUCATION
Master of Science
Civil Engineering
Southern Illinois University
1992

Bachelor of Science
Aerospace Engineering and Mechanics
University of Minnesota
1990

PROFESSIONAL ASSOCIATIONS
Central States Water Environment
Water Environment Federation
NACWA

AWARDS
2023 ACEC Minnesota Engineering Excellence Honor Award, Principal-in-Charge: WLSSD Oxygen Supply Improvements Project (OSIP), Duluth, Minnesota.

2021 ACEC Minnesota Engineering Excellence Grand Award and Grand Conceptor Award, Project Manager: St. Cloud Nutrient Recovery and Reuse (NR2), St. Cloud, Minnesota.

2018 ACEC Minnesota Engineering Excellence Grand Award, Project Manager/Lead Process Engineer: A Utility of the Future > Making St. Cloud GREATER, St. Cloud Minnesota

2017 ACEC Wisconsin Engineering Excellence Best of State Award, Project Manager: Eau Claire WWTF-Resilient, Robust, Sustainable, Eau Claire, Wisconsin

2017 ACEC Engineering Excellence National Recognition, Project Manager: Kenosha WWTP Energy Optimized Resource Recovery, Kenosha, Wisconsin

2013 ACEC Wisconsin Engineering Excellence Grand Award, Project Manager: Sheboygan Regional WWTP Achieves Net Zero Energy, Sheboygan, Wisconsin

2012 ACEC Minnesota Engineering Excellence Honor Award, Lead Project Manager/Lead Process Engineer: New Wastewater Treatment Facility, Willmar, Minnesota

2008 George Bradley Gascoigne Medal, Water Environment Federation

2007 ACEC Engineering Excellence Grand Award/National Finalist, Project Manager: Wastewater Treatment Facility at Chatfield, Minnesota

Biosolids Master Plan, Grand Valley Regional Biosolids Authority, Grand Rapids, Michigan. Technical Advisor: The GVRBA is a partnership between the City of Grand Rapids and the City of Wyoming focused on management and disposal of the biosolids produced at their wastewater treatment facilities. The overall goal of the study was to assess the current and future solids production and to develop a long-range plan for biosolids handling and disposal. GVRBA retained Donohue to evaluate biosolids strategies and produce an Agency-wide biosolids program. The evaluation considered all biosolids produced by the GVRBA service area, which include two large WRRFs: Grand Rapids and Wyoming, MI. Wyoming biosolids are split between liquid lime stabilization and dewatering at the Grand Rapids facility. Grand Rapids biosolids are anaerobically digested and dewatered. The evaluation considered the digested solids from Grand Rapids and undigested solids from Wyoming. Donohue worked collaboratively with the GVRBA staff and Board members to identify future regulatory and economic drivers and then to develop a series of alternatives which would address the future needs. Alternatives included anaerobic digestion at Wyoming, expanded anaerobic digestion at Grand Rapids, biogas conditioning and utilization, biosolids drying of all biosolids streams, and incineration of all biosolids streams. The outcome was a plan which established a long-range plan for GVRBA's biosolids management.

Master Planning, La Crosse, Wisconsin. Process Engineer: Evaluated solids handling system, biogas-to-energy, aeration-efficiency enhancement, and phosphorus removal alternatives as part of a facility-wide planning effort for this 20-mgd average-flow wastewater treatment facility. The treatment facility consists of preliminary treatment, primary treatment, enhanced phosphorus removal activated sludge, final clarification, UV disinfection, anaerobic digestion, solids thickening, and liquid biosolids storage. The facility planning effort included a two-day alternatives brainstorming workshop with two internationally-recognized wastewater experts (Stensel and Lue-Hing). The brainstorming workshop generated more than 50 alternatives worthy of further detailed evaluation.

Digestion System Mixing, Oshkosh, Wisconsin. Project Manager/Principal/Client Team Leader: Donohue evaluated digester mixing system improvements at this 20-mgd average advanced wastewater treatment facility. Alternatives considered linear-motion mixing, pumped-nozzle mixing, internal draft tube mixers, and external draft tube mixers. Armed with an evaluation of non-economic advantages/disadvantages as well as life-cycle costs, the City elected to replace the existing gas-mixing system with internal draft tube mixers. Donohue produced Bidding Documents to remove the existing gas-mixing system and install the draft tube mixing system.

Energy Efficiency and Resource Recovery (R2E2) Study, St. Cloud, Minnesota. Project Manager: Donohue was retained to perform a comprehensive assessment of energy efficiency alternatives and resource recovery alternatives relevant to their 17-mgd advanced wastewater treatment facility. The objective was to develop a plan to enhance the cost effectiveness and longevity of the biosolids land application program and reduce energy purchases. The City established a goal to reduce energy purchases by 25% in 5 years, 50% in 10 years, and 75% in 20 years. Alternatives focused on biosolids stabilization and land application strategies, activated sludge and aeration strategies, sidestream treatment strategies, biogas utilization strategies, high-strength waste receiving and digestion strategies, struvite harvesting, and solar energy. Specific biosolids alternatives included Lystek biosolids stabilization (Class A), in-vessel composting, heating drying, dewatering (centrifuge, screw press, and belt press), and biosolids thickening (rotary drum and gravity belt). Biogas utilization alternatives included biogas conditioning, engine generators, microturbines, and compressed natural gas (from biogas). Struvite harvesting alternatives included Multiform Harvest, Ostara, and AirPrex.

Nutrient Recovery and Reuse Project (NR2), St. Cloud, Minnesota. Project Principal/ Client Team Leader: The City of St. Cloud retained Donohue to complete design services for a biosolids upgrade and nutrient recovery project (NR2). Biosolids processing at the St. Cloud WWTF currently includes sludge thickening and digestion. The NR2 project increased biogas storage, added biosolids dewatering, added Lystek biosolids cell lysis, and Ostara sidestream struvite recovery. Struvite recovery reduces recycle phosphorus

PAPERS

"Sheboygan WWTF Achieves Net Zero Energy," The Clarifier, Wisconsin Wastewater Operators' Association, December 2013

"You've got grit-slurry problems. Now what?" Water Environment & Technology Magazine, September 2013

"Best from the Inside Out, A change in direction eliminated filamentous bulking at a Wisconsin slaughterhouse," Industrial Wastewater, February/March 2007, Water Environment Federation Magazine

"Nutrient Removal: One Size Does Not Fit All," Water Environment & Technology, October 2004

PUBLICATIONS (peer reviewer)

"Moving Towards Resource Recovery Facilities," Water Environment Federation 2013

PRESENTATIONS

"Biosolids Drying to Eliminate Land Application," Indiana Water Environment Association, Annual Conference, August 2021

"Biosolids Handling Case Studies," WWOA, Annual Conference, June 2020

"Wastewater Today: Saving Energy, Producing Energy, and Recovering Nutrients," MWOA Section Meeting, Willmar, Minnesota, June 2017

"Energy Reduction Projects at WWTPs – Goal Towards Net Zero," MPCA Wastewater Operations Conference, March 2017

"Affordable and Unconventional Clean Water Act Compliance for Willmar, MN: A 'Salty Discharge' Case Study Illustrating the Benefits of EPA's Prioritized and Integrated Strategy for Clean Water Act Compliance," CSWEA Annual Conference, May 2016

"Energy Production and Dramatically Moving the Energy/Cost Needle," MWEA Energy Workshop, East Lansing, Michigan, October 2014

"One Size Does Not Fit All: Site Specific Conditions and Nutrient Removal Configurations," IAWEA Annual Meeting, June 2014

"Overcoming the Barriers for Energy Recovery: Developing WLSSD's Energy Vision," CSWEA Annual Conference, May 2014

"Achieving Energy Independence: Water Resource Recovery Facilities Can Achieve It," MWEA Annual Biosolids Conference, March 2014

"Overcoming the Barriers for Energy Recovery: Developing WLSSD's Energy Vision," WATERCON, March 2014

loading and produces a slow-release fertilizer product. The improvements are performing well, yielding struvite and a high-quality soil amendment.

Capital Improvement Planning, Coopersville, Michigan. Technical Advisor: The City of Coopersville Wastewater Treatment Plant treats flows from the municipal service area as well as flows from two large dairies. Donohue worked with the stakeholders to evaluate alternative improvements associated with both the City's Wastewater Treatment Plant (WWTP) and the dairy facilities. The improvements primarily addressed capacity limitations to support dairy expansion and treatment sustainability and reliability to address compliance with NPDES requirements.

Master Planning and Asset Management, Sault St. Marie, MI. Technical advisor. Donohue produced a master plan at this 14-mgd wastewater treatment facility. The WWTF was last upgraded in the mid-1980s. Secondary treatment is provided by 16 RBCs. The Master Plan [1] identified capital improvements to maintain compliance via asset replacement and [2] evaluated capital alternatives to maintain compliance, enhance performance, and enhance reliability.

Digestion and Biogas Enhancements, St. Cloud, Minnesota. Project Principal/Client Team Leader: Evaluated digester mixing and cover replacement alternatives for a secondary digester, expanding capacity to treat more hauled-in high strength waste. Evaluated alternatives to address corrosive biogas downstream of the biological H2S-removal system.

Energy Efficiency and Biofuel Project, St. Cloud, Minnesota. Project Manager/ Principal/Client Advocate: Donohue designed a biofuel conditioning and utilization system for this 17-mgd advanced wastewater treatment facility. The system was sized and designed to work alongside a 250-kW solar garden and accommodate additional biofuel from hauled-in high-strength waste.

Biosolids Evaluation, Sioux City, Iowa. Project Manager: Currently evaluating several improvements to biosolids processing at the 16-mgd Sioux City WWTF, including sludge hydrolysis process alternatives, digestion upgrades, and dewatering process alternatives. The evaluation also includes phosphorus and nitrogen management alternatives associated with sidestreams from solids dewatering, including struvite harvesting technologies, ammonia stripping, and sidestream nitrification or Anammox treatment. Conclusions from the evaluations, based on life cycle cost comparisons documented in technical memoranda, will be incorporated into a Biosolids and Biogas Master Plan for the City.

Water Pollution Control Facility Upgrade, Beloit, Wisconsin. Principal/Client Team Leader/Technical Advisor: Upgrade design to enhance safety, reliability, energy efficiency and to include biosolids dewatering and drying, aeration system upgrades, and UV disinfection. Improvements to the treatment facility include, among others, replacement of the grit removal and classification systems; replacement of existing blowers with high efficiency turbo blowers; conversion of existing chlorination channel into UV disinfection channel; replacement of two gravity belt thickeners for solids thickening; replacement of anaerobic digester heat exchanger system for more efficient digester heating; installation of new biogas piping and a new waste gas burner; installation of a new granulated carbon odor control system; installation of a new centrifuge for dewatering anaerobic solids prior to the belt dryer; installation of a new belt dryer for solids drying, including required appurtenances such as new thermal fluid heating system for dryer heating, a dust control system, a solids storage silo and load-out, and a storage silo nitrogen purge system.

Anaerobic Digester Evaluation, Madison Metropolitan Sewerage District, Wisconsin. Process Engineer: Assisted with the evaluation of anaerobic digester mixing enhancements. The existing mixing systems in the five primary digesters were undersized. Facility plan focused on solids handling and energy utilization at the District's 50-mgd Nine Springs wastewater treatment plant. It provided the District with a comprehensive, visionary roadmap for a 20-year planning period.

DONOHUE

CRAIG J. HEISEL, PE

PROFESSIONAL ENGINEER
Indiana: PE10910566
Michigan: 6201058007
Wisconsin: 36925

YEARS OF EXPERIENCE
25

EDUCATION
Masters of Science
Civil and Environmental Engineering
Marquette University
2006

Bachelor of Science
Civil Engineering
University of Wisconsin - Milwaukee
1998

PROFESSIONAL AFFILIATIONS
Member Water Environment Federation
Member American Society of Civil Engineers

PUBLICATIONS
"Municipal Anaerobic Digesters for Co-Digestion, Energy Recovery and GHG Reductions," Water Environment Research, 2008

"Municipal Wastewater Treatment Phosphorus Removal Evaluation," Thesis, 2006

PRESENTATIONS
"City of Wyoming – Using Asset Management to Support Workflow and Business Process Efficiency and Performance," Michigan WEA Conference, June 2018

"Asset Management – Value and Implementation," Michigan WEA Conference, June 2017

"Getting a Bang for your Buck – Maximizing Full Treatment Wet Weather Capacity," CSWEA Annual Conference, June 2016

"How Aeration Basin Configurations Impact Nutrients, Aeration, and Biomass Health," Michigan Water Environment Association Conference, June 2015

"Designing Biological Nutrient Removal Processes to Optimize Energy Consumption, Process Performance and Sludge Stability," Michigan WEA Process Seminar, November 2014

"How Much Selector Zone Mixing Energy is Enough," Indiana WEA Annual Conference, October 2014; CSWEA, May 2014

"Asset Management," Wisconsin Water Association/CSWEA Management Seminar, August 2014

"Reduction in Chemical Phosphorus Removal: 100,000 Gallons to Near 0," Michigan WEA Process Seminar, November 2013 and November 2014

Mr. Heisel has over 25 years of experience in the design, construction, start-up, operation, and maintenance of wastewater treatment facilities. His areas of specialization include design and construction of facility improvement as well as contract administration and managing facility start-ups, technical assistance, and operational project support. He also provides expertise in structuring and implementing operations and asset management programs through the planning and transition of several municipal facilities to contract operations.

Biosolids Management Planning, Grand Valley Regional Biosolids Authority (GVRBA), Michigan. Lead Process Engineer: Biosolids Master Plan, Grand Valley Regional Biosolids Authority, Grand Rapids, Michigan. Technical Advisor: The GVRBA is a partnership between the City of Grand Rapids and the City of Wyoming focused on management and disposal of the biosolids produced at their wastewater treatment facilities. The overall goal of the study was to assess the current and future solids production and to develop a long-range plan for biosolids handling and disposal. GVRBA retained Donohue to evaluate biosolids strategies and produce an Agency-wide biosolids program. The evaluation considered all biosolids produced by the GVRBA service area, which include two large WRRFs: Grand Rapids and Wyoming, MI. Wyoming biosolids are split between liquid lime stabilization and dewatering at the Grand Rapids facility. Grand Rapids biosolids are anaerobically digested and dewatered. The evaluation considered the digested solids from Grand Rapids and undigested solids from Wyoming. Donohue worked collaboratively with the GVRBA staff and Board members to identify future regulatory and economic drivers and then to develop a series of alternatives which would address the future needs. Alternatives included anaerobic digestion at Wyoming, expanded anaerobic digestion at Grand Rapids, biogas conditioning and utilization, biosolids drying of all biosolids streams, and incineration of all biosolids streams. The outcome was a plan which established a long-range plan for GVRBA's biosolids management.

Facility Planning, Leslie, Michigan. Lead Process Engineer: Developed a 20-year capital improvements plan. The study included a condition assessment of the wastewater treatment plant unit processes, evaluation of current and future flows and loads, and a determination of discharge permit limits. From this information, a prioritized list of capital improvements was developed and used to formulate a 20-year plan. In order to apply for funding, Donohue then developed State Revolving Fund (SRF) Project Plan for five-year capital planning period. The Project Plan included several wastewater collection system in addition to the wastewater treatment plant improvements.

Facility Planning, Sault Ste. Marie, Michigan. Project Engineer: Developed a 20-year capital improvements plan. The study included a condition assessment of the wastewater treatment plant unit processes, evaluation of current and future flows and loads, and a determination of discharge permit limits. From this information, a prioritized list of capital improvements was developed and used to formulate a 20-year plan. In order to apply for funding, Donohue then developed State Revolving Fund (SRF) Project Plan for five-year capital planning period. The Project Plan included several wastewater collection system in addition to the wastewater treatment plant improvements.

Capital Improvement Planning, Coopersville, Michigan. Process Engineer: The City of Coopersville Wastewater Treatment Plant treats flows from the municipal service area as well as flows from two large dairies. Donohue worked with the stakeholders to evaluate alternative improvements associated with both the City's Wastewater Treatment Plant (WWTP) and the dairy facilities. The improvements primarily addressed capacity limitations to support dairy expansion and treatment sustainability and reliability to address compliance with NPDES requirements.

Capital Improvement Planning, Coldwater, Michigan. Process Engineer: Donohue worked with the Coldwater Board of Public Works to plan for future improvements to their Water Reclamation Facility (WRF). The planning process was initiated to address immediate capacity needs for the facility to accommodate needs for industrial expansions. The planning process also considered the following areas:

PRESENTATIONS (continued)
"Energy Management and Optimization," Michigan Water Environment Association Conference, June 2011

- Aging Infrastructure Alternatives
- Regulatory Improvements
- Sustainability Improvements

SRF/DWRF Project Planning, Marquette, Michigan. Project Manager: Developed State Revolving Fund/Drinking Water Revolving Fund (SRF/DWRF) Project Plan for five-year capital planning period. The Project Plan included several wastewater collection system and drinking water distribution system projects associated with street improvements. The submittal also included the conceptual plan for Solids Handling Improvements at the Marquette Area Wastewater Treatment Facility.

Anaerobic Digester and Combined Heat and Power Improvements, Kinross Township, Michigan. Project Manager: Provided subconsultant services for process design, instrumentation and control and electrical design for the Phase 1 and Phase 2 improvements at the treatment facility. Phase 1 included anaerobic digester improvements, electrical improvements as well as SCADA upgrades to the entire treatment facility. Phase 2 improvements included additional electrical upgrades as well as the addition of 2 – 100 KW duel fuel engine generators.

Anaerobic Digester, Electrical System and SCADA Upgrades, Hillsdale, Michigan. Project Manager: Provided subconsultant services for anaerobic digester process design, electrical upgrades and plant wide SCADA system improvements.

Contract Operations, Pontiac, Michigan and Water and Wastewater Systems, Oakland County, Michigan. Senior Process Engineer: Assisted with the evaluation and planning for transitioning the City's water and wastewater assets to a contract operations structure. The transition included implementing operations and maintenance systems to support structures for labor, chemicals, energy, and biosolids efficiency and performance. Work also considered coordinating with critical projects related to improved performance, efficiency, and an increase in sustainable wastewater treatment capacity:

- City of Pontiac Wastewater System Improvements Phase I and Phase II – Project included design and construction improvements to Oakland County's Auburn and East Blvd. Wastewater Treatment Plants. Improvements include rehabilitation of primary and secondary clarifier mechanisms, construction of new blowers, replacement of surface aeration with fine bubble diffusers, and instrumentation and control upgrades.
- Oakland County Asset Management/Facility Plan – Project included evaluating wastewater treatment assets and developing systems to improve asset management. Project also includes evaluating facility capacity and considering improvements to support near-term capacity improvements and long-term sustainable operations to shift flows from Detroit Water and Sewer Department to the Pontiac facilities.

Facility Planning, Fort Wayne, Indiana. Project Manager/Process Engineer: Worked with the City to develop facility planning for their wastewater treatment assets including the Fort Wayne P.L. Brunner Water Pollution Control Plant (WPCP), the Wet Weather Pump Station (WWPS), approximately 200 million gallons of wet weather storage and approximately 500 acres of biosolids processing. The planning process considered the following planning areas:

- Future regulatory impacts – Reviews potential impacts relating to future regulatory landscape
- Efficiency – Evaluates projects that improve energy management, energy efficiency and process efficiency
- Sustainability – Evaluates projects that improve reliability and performance and manage risks such as flooding, odors, safety and security. Sustainability also considers future property acquisitions and possible water reuse conditions.
- Capacity – Considers projects that provide additional treatment capacity either through expanding facilities or providing new facilities. The goal is to provide sufficient capacity to support future residential and industrial growth. Nutrient management was considered as part of WPCP capacity.
- Solids Handling – Evaluates projects that address solids handling risks or improvements to the solids handling processes.

DONOHUE TRENT M. MONTEMAYOR, PE, BCEE

PROFESSIONAL ENGINEER
Indiana: PE11200215
Michigan: 6201058
Kentucky: 36237

PROFESSIONAL DESIGNATION
Board Certified Environmental Engineer – American Academy of Environmental Engineers (Water/Wastewater Engineering)

YEARS OF EXPERIENCE
16

EDUCATION
Bachelor of Science
Civil And Environmental Engineering
University of Michigan - Ann Arbor
2007

PROFESSIONAL ASSOCIATIONS
American Academy of Environmental Engineers

PRESENTATIONS
"Creating a Solids Future (Holland, MI.)," Indiana WEA Conference, August 2020; Michigan WEA Annual Wastewater Administrators Conference, January 2021

"Understanding Your System's Performance: A Pump Station Optimization Study," Indiana Section American Waterworks Association Annual Conference. Indianapolis, January, 2017

"Protecting Our Assets: Water Main Condition Assessment," Indiana Section American Waterworks Association Annual Conference. Indianapolis, January, 2016

"Infrastretching – Developing Solutions for Increased Capacity with Existing Infrastructure," Indiana Water Environment Association Annual Conference. Indianapolis, November, 2015

"Development of a 20-Year South Side Master Plan for the City of Hobart," Indiana Water Environment Association Annual Conference. Indianapolis, November, 2014

Mr. Montemayor has experience in the planning, design, and construction of wastewater collection and treatment systems and water distribution and treatment systems. His project experience includes design of linear infrastructure, pump stations, water and wastewater treatment plant equipment, and storage facilities. His experience also includes construction administration and resident field engineering services.

Anaerobic Digester Design, Holland Board of Public Works, Michigan. Project Engineer: The project included design of a new 2 MG egg-shaped digester, post-aerobic digester (PAD) for ammonia control, rehabilitation of an existing gravity thickener for primary sludge thickening, a new anoxic thermophilic pretreatment (ATP) reactors to produce a renewable Class A Biosolids, and a new gravity belt thickener for biosolids thickening. New or repurposed pumping systems included thickened sludge pumps, PAD recycle pumps, thickened biosolids pumps and all pumping systems associated with the digester. As project engineer, led and coordinated all aspects of the process design which was fast-tracked at the City's request to ensure project funding deadlines could be met.

Headworks Improvements Study, Wyoming, Michigan. Project Engineer: This was a study to review alternative screening and dewatering technologies for the 14 mgd ADF (44 mgd PHF) headworks facility. Evaluated five different technologies and conducted multiple workshops with the City to engage and educate them on the potential solutions. Ultimately, a 1/4" multi-rake screen was recommended for the facility as it provided the best solution in terms of cost, ability to fit within the an existing unused channel, and is readily serviceable. In addition, a washer/compactor was recommended to receive the screenings for dewatering prior to discharge to the dumpsters in the adjacent space.

Water Pollution Control Facility No. 2 Biosolids Handling Improvements, Auburn, Indiana. Project Manager: Project included design of a new centrifuge to replace an existing belt filter press. The centrifuge is designed for a peak hydraulic capacity of 250 gpm to achieve a 95% solids capture rate. Building improvements were also designed to bring the Biosolids Building into compliance with NFPA 820 included the design of a new MAU to provide supply air to the space, a new fire alarm system and modifications to the building electrical feed so it is backed up by the plant generator.

East and West Plant Digester Rehabilitation Project, Evansville Water and Sewer Utility, Indiana. Project Engineer: The project included rehabilitation of eight anaerobic digesters at the East and West WWTPs. Improvements included rehabilitation of digester covers and heat exchangers, replacement of primary sludge pumps, sludge transfer pumps, sludge recirculation pumps and digested sludge pumps, valves, gas handling equipment, piping simplification, addition of jet mixing, including mixing pumps and in tank mixing nozzles, and miscellaneous structural, HVAC and electrical improvements. Responsibilities included leading the process equipment design and coordination with the various discipline leads. The design of the project was fast tracked as it was completed in four months. This project was funded by the State Revolving Fund.

Resource Recovery Program Feasibility Study, City of Bloomington Utilities, Bloomington, Indiana. Assistant Project Manager: Project purpose was to evaluate the feasibility of adding anaerobic digestion to the Blucher Poole WWTP. Project evolved into a more comprehensive look at a regional resource recovery facility at the Dillman Road WWTP that could handle not only solids generated by CBU facilities, but other wastewater treatment plants and industrial feedstock generators. Project would also include a biogas cleaning facility to generate renewable energy. With a project cost that's anticipated to be north of $50M, the project is still projected to generate a positive return within the 20 year planning period if the utility is able to source the various feedstocks identified during the planning period.

2022 Wastewater Treatment Facility Improvements, Danville, Illinois. Program Manager and Lead Technical Engineer for Divisions A and C: Managed the development of bidding documents for the 2022 Wastewater Treatment Facility Improvements project which included four projects and managing documents prepared by three separate entities including Donohue. Responsible for coordinating front end and loan requirements

with IEPA to ensure project funding. In addition to the program management duties, was the Lead Technical Engineer on Divisions A and C. Division A includes modifying the plant's biological process from conventional activated sludge to biological nutrient removal. Detailed project components include new selector zones within the aeration tanks, new blowers, new air piping, new diffusers and automatic system control; replacement of the RAS and WAS pumps and gate replacements for the RAS Diversion Structure; new gates at the primary splitter structure for improved flow control; and a new channel mixing system to improve solids deposition. Division C is predominantly equipment replacement at the wet weather facility which includes new screw pumps, new grit collectors, new grit slurry pumps and handling equipment and a new primary sludge pump. Division C improvements also include replacement of the primary electrical gear at the wet weather facility and implementation of HVAC improvements to satisfy the intent of NFPA 820.

Aerobic Digester Conversion, La Salle, Illinois. Project Manager: Project included converting an existing anaerobic digester to an aerobic digester. Two new positive displacement blowers were designed to provide the air source for the aerobic digestion process and Tideflex style duckbill check valves are being designed to provide the diffused air. Existing process piping and valves associated with sludge transfer to the lagoons will be replaced due to their age and a new sludge transfer pump is being designed as well. Building improvements including new HVAC equipment and new electrical gear and service are being designed to bring the facility into compliance with NFPA 820. The project is being funded by the IEPA SRF loan program and the City is receiving 30% loan forgiveness for the project based on funding needs.

2021 Central Wastewater Treatment Facility Improvements, Danville, Illinois. Program Manager and Lead Technical Engineer on Division A: Managed the development of bidding documents for the 2021 Central Wastewater Treatment Facility Improvements project which included five distinct projects and managing documents prepared by three separate entities including Donohue. Responsible for coordinating front end and loan requirements with IEPA to ensure project funding. In addition to the program management duties, was the Lead Technical Engineer on Division A which focused on building improvements to bring three separate buildings at the Central Plant into compliance with NFPA 820. The project also included process improvements which were: designing a new sludge grinder, new primary sludge pumps, designing new sludge recirculation/transfer pumps, designing replacements to all valves and actuators within the Digester Complex, and piping modifications to simplify the sludge piping within the Digester Complex.

Digester Cover Replacement Project, Huntington, Indiana. Project Engineer: Designed a new digester floating cover for a 60-foot diameter digester, new digested sludge pumps with interior piping revisions and new gas safety equipment for processing waste gas. Project also included rehabilitation of the Digester Control Building including rehabilitation of the existing boilers, a new electrical room and structural and architectural renovations.

17th Street Lift Station Rehabilitation, Holland Board of Public Works, Holland, Michigan. Project Manager: Holland Board of Public Works has an ongoing program to rehabilitate aging lift stations. The 17th Street Lift Station was originally constructed in 1961, had the pumps replaced 1987 along with some other miscellaneous improvements, but otherwise has largely been left as is. The goal of this project is to return the station to a "Year 0" design. Major improvements include: replacement of all 3 pumps with larger pumps to accommodate moderate system build-out and the addition of VFDs, replacement of two of the four electrical transformers, replacement of the station electrical and controls components, new HVAC equipment to satisfy the requirements of NFPA 820, and miscellaneous structural repairs such as replacing railing, concrete patching and new protective coatings. Project is scheduled to be bid in late summer of 2023.

DONOHUE

JEFFREY L. WILLS, PE

PROFESSIONAL ENGINEER
Wisconsin: 34491
Minnesota: 46817
Illinois: 62061503
Iowa: P24652

CERTIFICATIONS
2-Hour OSHA, 2017
Confined Space Entry

YEARS OF EXPERIENCE
29

EDUCATION
Bachelor of Science
Mechanical Engineering
University of Wisconsin - Madison
1994

AWARDS
2023 ACEC Minnesota Engineering Excellence Honor Award, Lead Mechanical Engineer: WLSSD Oxygen Supply Improvements Project (OSIP), Duluth, Minnesota.

2022 ACEC Wisconsin Engineering Excellence Best of State Award, Mechanical Engineer: WWTP New Biogas Boiler, Appleton, Wisconsin.

2022 ACEC Illinois Engineering Excellence Special Achievement Award, Mechanical Engineer: Eastside WWTP Phosphorus Removal Project, Joliet, Illinois.

2021 ACEC Minnesota Engineering Excellence Grand Award and Grand Conceptor Award, Lead Process Engineer: St. Cloud Nutrient Recovery and Reuse (NR2), St. Cloud, Minnesota.

2019 ACEC Missouri Engineering Excellence Honor Award, Lead Mechanical Engineer: Lemay Pump Station Electrical System Transformation, Metropolitan St. Louis Sewer District, St. Louis, Missouri

2018 ACEC Minnesota Engineering Excellence Grand Award, Energy Systems Engineer: A Utility of the Future > Making St. Cloud GREATER, St. Cloud Minnesota

2017 ACEC Engineering Excellence National Recognition, Mechanical Engineer: Kenosha WWTF Energy Optimized Resource Recovery, Kenosha, Wisconsin

2017 ACEC Wisconsin Engineering Excellence Grand Award, Mechanical Engineer: Kenosha WWTF Energy Optimized Resource Recovery, Kenosha, Wisconsin

2014 ACEC Wisconsin Engineering Excellence Best of State, Energy Recovery Engineer: Wastewater Treatment and Energy Recovery Facility, Bush Brothers & Company, Augusta, Wisconsin

Mr. Wills' professional activities have included planning, design and construction administration as well as project management on a wide variety of HVAC, plumbing and process engineering for water and wastewater treatment plants, aeration, anaerobic digestion, and biogas utilization systems, odor control, industrial ventilation, dust collection, office air conditioning, and laboratory ventilation. He is Donohue's Practice Leader for Energy Recovery and Mechanical Systems.

Anaerobic Digestion Design, Holland, Michigan. Lead Mechanical Engineer: Donohue was retained by the Holland Board of Public Works to provide planning and design of a new anaerobic digestion complex to better address their solids handling needs. The project will include modifications and enhancements to existing thickening facilities, a Class A egg-shaped anaerobic digester, post aerobic digestion, and a combined heat and power engine generator. Project construction is expected to be completed in the latter half of 2023. Jeff led the selection, sizing and design of the CHP system.

Energy Management Master Plan and Heating System Preliminary Design, Western Lake Superior Sanitary District, Duluth, Minnesota. Process Engineer: Assessed current and potential future digester gas generation rates to determine best future use of available gas. Utilization methods considered included: engine-generators, microturbine, compressed natural gas (CNG) for vehicle fueling and fuel cell. Hydrogen sulfide treatment options considered included replaceable media, biofiltration, and chemical addition to the digesters. Study recommended the installation of engine-generators with biofiltration for H2S removal.

Biosolids Master Plan, East Lansing, Michigan. Lead Mechanical Engineer: Performed condition assessment of HVAC, plumbing and NFPA 820 requirements at the City's Water Reclamation Facility. Provided input to complete the biosolids master plan, including design calculations for biogas equipment sizing, and heating requirements for anaerobic digestion, thermal hydrolysis processes and biosolids drying equipment.

Biogas Conditioning and Main Campus Heating System Improvement Project, Western Lake Superior Sanitary District, Duluth, Minnesota. Lead Process/Mechanical Engineer: Design of biogas treatment facilities for a future design flow rate of 1,000,000-CFD. These systems included biological treatment for H2S removal, chiller based cooling for moisture removal with heat recovery reheat, compression via rotary lobe blowers, and siloxane removal by regenerative polymeric media. Designed replacement of existing steam boiler system with a hot water boiler system to allow greater flexibility for future heat recovery. New boiler was central system serving all buildings on the site and included six 5.4-MMBH natural gas/fuel boiler boilers and three 7-MMBH biogas/natural gas boilers with individual boiler pumps and primary circulation pumps. To protect the boilers from the internal corrosion within the aged plant hot water piping network, heat exchangers were installed to isolate the boiler loop from the distribution loop. Design also included HVAC upgrades for the Heating Buildings new Boiler Room, Gas Handling Room and Electrical Rooms along with minor modifications to existing systems. Equipment installed included over 20,000-cfm of glycol heated make-up air and the starting point for digital HVAC controls within the plant.

Digester Improvements, Faribault, Minnesota. Process Engineer: Design of digester improvements. Including the installation of two combination boiler heat exchangers and a natural gas boiler, external draft tube mixers with heating jacket, and a dual membrane gas holding cover along with other pumping and gas handling improvements.

Digester Gas Utilization Study, Appleton, Wisconsin. Process Engineer: Completed a study to determine the most beneficial use of digester gas at the wastewater treatment plant. The study reviewed engine generators, microturbines, pipeline quality sales, and boilers. Since the plant previously flared all their gas, the study found that the most economical approach was installation of digester gas fired boilers. Following the study, Donohue was retained to provide digester cleaning, inspection, and improvements to its two egg-shaped digesters.

AWARDS (continued)

2013 ACEC Wisconsin Engineering Excellence Grand Award, Energy Recovery Engineer: Sheboygan Regional WWTP Achieves Net Zero Energy, Sheboygan, Wisconsin

2012 ACEC Minnesota Engineering Excellence Honor Award, HVAC/Mechanical Engineer: New Wastewater Treatment Facility, Willmar, Minnesota

2011 ACEC Indiana Engineering Excellence Honor Award, Lead HVAC/Mechanical Engineer: North Pump Building and Electrical Building at Three Rivers Filtration Plant, Fort Wayne, Indiana

2011 ACEC Minnesota Engineering Excellence Honor Award, Lead HVAC/Mechanical Engineer: New Wastewater Treatment Facility at Willmar, Minnesota

2007 Lead Process Engineer: American Academy of Environmental Engineers, Superior Achievement Award, Sludge Drying/Melting Facilities, Zion, Illinois

2006 Assistant Process Engineer: Wisconsin Association of Consulting Engineers, Best of State Award, Milwaukee Metropolitan Sewerage District, Jones Island Wet Weather Capacity Improvements, Milwaukee, Wisconsin

2003 Lead Process Engineer: Wisconsin Association of Consulting Engineers, Honor Award, Gurnee Plant Odor Control Improvements, Gurnee, Illinois

2002 Wisconsin Association of Consulting Engineers, Honor Award, Assistant Process Engineer: UV Disinfection Conversion/Aeration Basin Conversion at the Two Rivers, Wisconsin, Wastewater Treatment Facility

PRESENTATIONS

"Odor Control At Gurnee STP," Central States Water Environment Association, May 2006

Anaerobic Reactor, Bush Brothers Company, Augusta, Wisconsin. Process Engineer: Design of gas handling and utilization equipment associated with new anaerobic reactor. Design including gas conditioning and compression, gas storage and gas utilization in the form of a 630-kW engine-generator. Gas conditioning system included a biological filter for hydrogen sulfide removal with a replaceable media filter for back-up. Waste heat from the engine-generator is recovered for use in building heating and heating the anaerobic reactor. Electricity is sold to the electric utility.

Waste Activated Sludge Facility Upgrade, Grafton Water and Wastewater Utility, Wisconsin. Lead Mechanical Engineer/Process Engineer: Design of new gravity belt thickening system for waste activated sludge using existing DAFT facilities. Design included gravity belt thickener, polymer injection system, progressive cavity sludge pumps, low pressure air blower system for sludge mixing, and redesign of DAFT tanks for sludge storage.

Digester Mixing and Gas Utilization, Stevens Point, Wisconsin. Process Engineer: Digester mixing and gas utilization. Mixing design included the installation of a linear motion mixer on a spiral guided, floating gas holder cover. Gas was utilized in a 180-kW engine generator. A gas conditioning system was included to remove hydrogen sulfide and siloxanes with replaceable media system and moisture was removed with a glycol chiller system. Waste heat from the engine is recovered and returned to the plants existing process and building heating network.

Odor Control System Improvements, North Shore Water Reclamation District, Gurnee, Illinois. Project Engineer: Project entailed adding three, third stage wet scrubbing towers in series with existing two stage systems. Design required modifications to existing odor control fans and chemical pumping equipment as well as the addition of a new building for the fiberglass recirculated chemical pumps.

Multi-Stage Scrubber System, Becker, Minnesota. Lead Mechanical Engineer: Design of a 10,000-cfm packaged multi-stage scrubber system for removal of ammonia odors associated with a lime stabilization process.

Odor Control Systems, Little Falls, Minnesota. Lead Mechanical Engineer: Design of biofilter and ammonia scrubber odor control systems for the plant that has experienced odor complaints since the installation of a new lime stabilization of sludge process.

Odor Control System, St. Charles, Missouri. Lead Mechanical Engineer: Design of 7,000-cfm odor control system for a new raw wastewater pump station. Reviewed odor control alternatives including ozone and hydroxyl radical system. Hydroxyl radical misting odor control system was included in the design with carbon absorption polishing units.

Wastewater Treatment Facilities Improvements – Phase 2, Eau Claire, Wisconsin. Process and Lead Mechanical Engineer: Designed installation of a 19,000-cfm, two stage biological filter utilizing engineered media serving plant's Headwork Building, screw pumps and primary clarifiers. Design also included installation of a two stage, radial flow, carbon based odor control system for removal of ammonia and sulfur based odors from the digested sludge dewatering system space.

Plant Expansion, Marquette, Michigan. Lead Mechanical Engineer: Design of HVAC and plumbing systems for expansion of an existing plant. Systems included the expansion and interconnection of existing heating water facilities with a new boiler system that generates heat through combustion of biogas produced by anaerobic digestion. The project also included biogas handling, and digester heating, feed, and mixing improvements. After completion of the initial improvements, Donohue was retained to implement two 100kW engine generators and gas cleaning system onsite to generate electrical energy along with the heat energy already used at the facility.

WEBSTER ENVIRONMENTAL ASSOCIATES, INC.

BRUCE KOETTER, P.E.
PRESIDENT

ODOR CONTROL, PRINCIPAL AND SYSTEM DESIGNER

EDUCATION
B.S., Construction Engineering, Purdue University, 1985

REGISTRATION
Professional Engineer, Kentucky, Kansas, Ohio, Pennsylvania, California, Arkansas, Iowa

PROFESSIONAL ACTIVITIES
Water Environment Federation (WEF)

SPECIALTIES
Wastewater Odor Evaluations, Odor Control System Design

EXPERIENCE
34 Years

INTRODUCTION:

Mr. Koetter has been designing air treatment systems for wastewater collection and treatment facilities since 1993. As a Project Manager, he has performed over 200 odor evaluations and designed dozens of odor control systems including biofilters, bioscrubbers, chemical scrubbers, carbon adsorbers, and chemical feed systems ranging in size from less than 1,000 cfm to over 150,000 cfm. His experience also includes the management of construction for numerous industrial and municipal odor control system projects.

CAREER EXPERIENCE:

- Webster Environmental Associates, Inc., Louisville, KY (January 1993 – present) Currently serving as President in charge of day-to-day operations for the firm while also serving as Project Manager on selected projects.
- Commonwealth Engineers, Inc., Indianapolis, IN (May 1987 – January 1993) Project Engineer – Responsible for the design of wastewater pumping stations and in charge of Construction Services department supervising up to 15 field inspectors on wastewater projects with construction costs of up to $5,000,000.

PUBLICATIONS:

- Author of several technical publications that have been presented at the national WEF Odor and VOC Specialty Conferences over the past several years. Papers include “Using What You’ve Got – Innovative Odor Control”, April 2015, “Biofiltration – Acrylonitrile Removal Success Story, April 2012, “Identifying, Quantifying, Modeling and Controlling WWTP Odors, January 2006,

SELECTED PROJECT EXPERIENCE

Battle Creek, MI

- Project Manager for the odor control portion of this project to upgrade the biosolids processing facilities at the Battle Creek WWTP. WEA teamed with Donohue & Associates on this project to design a year-round composting facility that is currently in the preliminary design phase. The objectives of this project are to develop a preliminary design for the composting facility and solids dewatering facility, plant-wide odor control facilities and vactor dump station.

Holland, MI

- WEA teamed with Donohue on this project design. WEA designed a 22,300 cfm odor control system that included an exhaust fan, mist eliminator and radial flow carbon adsorber. This system treats air collected from the headworks, primary clarifiers, biosolids storage tanks GBTs, thickening and dewatering facilities.

Deerfield, MI

- The purpose of this project was to identify and rank the sources of odor at the facility and to evaluate options to mitigate that odor. In order to meet these objectives, the Village retained Donohue & Associates and Webster Environmental Associates to identify possible odor sources, test those sources to quantify and prioritize them, develop odor dispersion models, develop odor control alternatives, evaluate and model those alternatives, and recommend an odor control plan.

Jerseyville, IL

- Project Manager for WEA on this project to evaluate the Jerseyville wastewater collection system as a subconsultant to Donohue. Odor complaints were being received from several areas of the town and the operator of the facilities (Illinois American Water) asked Donohue to investigate. WEA’s tasks on this project included identify the sources of the odor through field investigation, sampling and testing, document the findings and develop/evaluate control alternatives. The project was completed on time and on budget.

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Andy Campbell, CPA

Andy Campbell, a senior manager in the East Lansing office, joined the firm in 2013.

Education

Bachelor of Science in Business Administration, Finance and Accounting
Central Michigan University (Mt. Pleasant, MI)

Certified Public Accountant (CPA)
State of Michigan

Registered municipal advisor with the Securities and Exchange Commission

Mr. Campbell has provided assistance to local governments, utilities and school districts. His experience includes bond issuance, installment purchase agreements, government grant/loan programs, asset management planning, rate studies and tax increment finance.

Specific Experience

- Assists local governments, counties, libraries and authorities to obtain financing for projects through issuance of tax-exempt and taxable bonds
- Develops cash flow estimates, asset management financial plans and user rate charges

Industry Involvement

- Michigan Government Finance Officers Association (MGFOA)
- MGFOA Professional Development Committee
- Michigan Water Environment Association
- American Water Works Association
- Michigan Municipal Executives
- Michigan Township Association
- American Institute of Certified Public Accountants
- Michigan Association of Certified Public Accountants
- Bond Club of Detroit Officer

Grand Rapids, MI | Milwaukee, WI | Sheboygan, WI | Champaign, IL | Chicago, IL | Naperville, IL
St. Louis, MO | Fort Wayne, IN | Indianapolis, IN | South Bend, IN | Minneapolis, MN

donohue-associates.com

STAFF REPORT

Date: August 9, 2023

Subject: Award of Bid – Water and Sewer Rate Study

From: Aaron Vis, Deputy Director of Public Works

Date of Meeting: August 21, 2023

RECOMMENDATION:

It is recommended the City Council award the Water and Sewer Rate Study bid to Stantec Consulting Services Inc. in an amount not to exceed $85,000, and authorize the Mayor and Clerk to sign the associated contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Periodic evaluation and updates to the City water and sewer rates ensures that rates are legally defensible, appropriately structured for both retail and wholesale customers, and able to support the needs defined in asset management plans.

DISCUSSION:

A bid specification for a Water and Sewer Rate Study was developed and made available to the public via the City ebidder website. Twenty-seven bidders downloaded the specifications, and two bids were received on July 11, 2023. Bidders were asked to provide a not-to-exceed price, as well as prices for additional training and meetings that may be necessary outside of what was included in the base bid. Bid results are listed below:

Stantec Consulting Services Inc.	$73,450.00
Raftelis Financial Consultants, Inc.	$123,600.00

After reviewing bids received, interviewing both proposers, and checking with several listed references, it is recommended that the City award the water and sewer rate study bid to Stantec Consulting Services Inc. (Stantec).

The City last completed a comprehensive water and sewer rate study in 2007. Periodic reviews and updates to water and sewer rates is an industry best practice and is especially important as the City is poised to invest millions of dollars in large water and sewer capital projects over the next several years.

Specifically, the objectives of this water and sewer rate study are to:

1. Develop legally defensible water and sewer rate plans in accordance with the most recent American Water Works Association (AWWA) M1 manual.
2. Review existing water and sewer financial guidelines and recommend changes based on industry best practices.
3. Review existing retail rate structure and model, fees/fee structure, and wholesale customer agreements.

4. Recommend and develop a retail rate structure.
5. Review and evaluate existing wholesale customer agreements and recommend rate-related improvements or changes based on industry best practice.
6. Develop a long-range planning rate modeling tool.
7. Provide a final report.

Stantec provided a not-to-exceed cost of $73,450.00 for the base bid requirements. The bid specification also asked for costs for additional rate model trainings or virtual meetings, if deemed necessary. Stantec provided these costs at $725 and $850 per event, respectively. Because we anticipate some additional training may be warranted, it is recommended that the City award the bid to Stantec in an amount not-to-exceed $85,000.

Work is expected to start upon bid award and be completed within 180 days.

BUDGET IMPACT:

Adequate funds exist in the Professional Services accounts of both the Water and Sewer Funds, 591-441-56200-801.000 and 590-441-54200-801.000.

ATTACHMENT:

Contract

CITY OF
Wyoming
MICHIGAN

WATER/SEWER RATE STUDY CONTRACT

CITY OF WYOMING, MICHIGAN

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contract means this page, the RFP, the Standard Terms, the Proposal, the City Council resolution approving this Contract, and any required certificates of insurance, endorsements, and bonds.

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, software, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means August 22, 2023.

Professional means Stantec Consulting Services, Inc., a New York corporation, of 475 Fifth Ave, 12th Floor, New York, NY 10017-7239.

Professional's personnel means Professional's directors, members, partners, officers, employees, contractors, consultants, agents and representatives and any other individuals or entities Professional engages to provide services under the Contract.

Proposal means Professional's proposal attached as Exhibit C which is incorporated by reference, excluding the listed "Proposed Contract Exceptions" and Contract Form because the parties agree they are all resolved in and superseded by this Contract.

Request for Proposal or *RFP* means the excerpts from the Request for Bids/Proposals attached as Exhibit B which is incorporated by reference.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions" which are incorporated by reference.

TERMS AND CONDITIONS

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

1. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional a fee not to exceed $73,450, plus expenses estimated as provided in the Proposal.

A. Payments shall be made pursuant to Professional's invoices as provided in the Proposal based on the rates provided in the Proposal. Payments will be made within 30 days of City's receipt of an invoice unless City disputes any invoice in which case City will pay the undisputed portion of the invoice while the parties resolve that dispute. The disputed amount will be held in a non-interest bearing account until the dispute is resolved as provided in the Standard Terms.

B. Professional and all its subcontractors, suppliers and consultants shall, before beginning work, complete and return by email to at Acct_Info@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

3. Professional represents and warrants Professional is complying with and will comply with the Standard Terms.
4. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

By:_____
Kent Vanderwood, Mayor

By:_____
Kelli A. VandenBerg, City Clerk

Date signed: August __, 2023

Approved as to form:

_____
Scott G. Smith, City Attorney

Stantec Consulting Services, Inc.

By: James F. Bearman
James Bearman, Principal Date
signed: August 15, 2023

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Legal Compliance. Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.

2. Grant Compliance. Professional represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Professional has reviewed and will comply with all applicable grant agreement terms and conditions.

3. Qualifications. Professional represents and promises that:

A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within the last 3 years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with a government agency; violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; or (iv) have within the last 3 years had any transaction terminated for cause or default.

C. Professional and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.

D. Professional is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

4. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including activities others undertake for or on City's behalf. Accordingly:

A. Professional in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position

B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, and orders issued pursuant to those statutes.

C. If Professional will engage with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional must use language assistance services in communications.

D. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.

5. Ethical Standards. Professional and Professional's personnel have not engaged in and will refrain from (i) undertaking actions in conflict with this Contract, (ii) attempting or appearing to influence a City officer or employee by a direct or indirect offer of anything of value, or (iii) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.

6. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

7. Document Ownership and Use. All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to City upon City's payment of any amounts due Professional under the City Contract. City will hold Professional harmless from and indemnify Professional for any liability resulting from the use of those documents for a purpose or project beyond the purposes and projects for which they were provided to City.

8. Intellectual Property. Professional guarantees the sale or use of software, copies, records, or other intellectual property provided or used to perform the Services and all deliverables will not infringe any copyright, patent, trademark, or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

9. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

10. Professional Responsibility; Limitation of Liability.

A. Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or $250,000.

11. Risk Allocation. Professional is solely responsible for the conduct of Professional's personnel.

A. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

B. Professional will, to the degree of the fault of Professional's personnel, defend City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

C. Nothing in this Contract limits or is intended to limit Professional's liability for bodily injury or property damage to City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability

12. Insurance. Professional must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: $1,000,000 Each Occurrence, $1,000,000 Personal & Advertising Injury, $1,000,000 General Aggregate, and $1,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): $1,000,000 per person $1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: $500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of the greater of $250,000 or the amounts to be paid Professional for services under this Contract.

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

13. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Professional will, upon City's request, allow inspection, auditing, and copying of all retained records. City shall not be entitled to inspect the basis for Professionals rates, markups, or multipliers, except as to their application to the Services under this Contract.

14. Assignment/Beneficiaries. None of Professional's rights or duties may be assigned or delegated without City's prior written consent. No other individuals or entities are intended to be beneficiaries of this Contract.

15. Independent Contractor. Professional is wholly independent of City. None of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for acts, omissions, and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for the Services. City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

16. Disputes/Remedies. The following applies to any dispute under this Contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.

B. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. All parties agree to this jurisdiction and venue.

C. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

D. If there are discrepancies among Contract provisions, precedence shall be given in the following order: (i) the RFP, (ii) the Standard Terms, and (iii) the Proposal

17. General Terms.

A. The interpretation of this Contract shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. The contract is made in Kent County, Michigan. This Contract and the rights and obligations of the parties under this Contract shall be governed by, and interpreted in accordance with, Michigan law without reference to any conflicts of law provisions.

C. Reference by office to any City officer includes that City officer's designee(s).

EXHIBIT B
REQUEST FOR BIDS/PROPOSALS

The City of Wyoming, Michigan ("City") is requesting bids/proposals for the items, services, or project generally referred to as:

Water and Sewer Rate Study

as more particularly described and detailed in the plans and specifications attached to this Request for Bids/Proposals (the "Work").

DUE DATE AND TIME

The City Clerk will receive bids/proposals for the Work submitted by the date and time stated below in accordance with this Request for Bids/Proposals:

Due date and time:	**July 11, 2023, 11:00 A.M., local time**
Place:	**Wyoming City Clerk's Office** **Wyoming City Hall** **1155 28th Street SW** **PO Box 905** **Wyoming, MI 49509-0905**

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Bid/Proposal for Water and Sewer Rate Study."

Proponents are solely responsible for ensuring delivery by the required date and time. Any bid/proposal, even if in route by U.S. Mail or by courier service or if held by the U.S. Postal Service or a courier for pick-up by City staff, that is received in the Clerk's Office after the required date and time, will not be opened and will be returned to the bidder/proponent. **Bids/proposals will not be accepted by e-mail or other electronic delivery.**

PRE-BID MEETING

A pre-bid meeting – will ____

will not _XX_ be held.

QUESTIONS, INTERPRETATIONS AND ADDENDA

Questions about or requests for interpretation of this request for bids/proposals, any of the plans and specifications, or any bid/proposal requirements may be directed via e-mail to Aaron.Vis@wyomingmi.gov. No questions or interpretations will be issued later than 4 days before the due date for bids. Questions will not be answered by phone or in other oral communication. City will endeavor, but is not required to, email a copy of any addenda, answers to questions or interpretations that may be of general interest to potential bidders/proponents who have provided a valid email address and requested notification of this specific bid/proposal via the City's e-Bidder system. Addenda will also be available on City's website and at City's Purchasing Department, 1155 28th Street SW, Wyoming, MI 49509.

It is the bidder's/proponent's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the specifications and all bidders/proponents shall be bound by such changes or addenda.

BID/PROPOSAL REQUIREMENTS

All bids/proposals shall remain valid for at least 90 days after submission. (90 days is standard but can be changed per individual bid.)

Any bidder may withdraw its bid at any time prior to the scheduled time for the bid opening. A written request to withdraw shall be delivered to City's Purchasing Department prior to award.

All proponents are responsible for the following in preparing and submitting a bid/proposal:

1. Reviewing and being familiar with this request for bid/proposal and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of this request for bids/proposals will be posted on City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids/proposals.
2. Reviewing the plans and specifications to determine if due to funding requirements, Davis-Bacon Act or other prevailing wage requirements, low and moderate income worker, women and minority owned business, Buy America, or other requirements apply.

3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.
4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid/proposal, the proponent accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.
6. Specifications and plans referred to in this bid/proposal document are for reference only and need not be returned with the bid/proposal. They will, however, be part of the contract documents.

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
   A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
   B. Businesses must also provide the state in which they were organized, *e.*g. Michigan, Delaware, etc. and the type of entity, *e.g.*, corporation, partnership, limited liability company, limited partnership, or other business form.
   C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. If there is a question about signing authority, the city may seek verification of that authority.
8. Include any bid bond or other security required by the specifications.
   A. The bid bond (if required) must be signed by the bidder/surety with the signature of an individual(s) authorized to bind the bidder and surety.
   B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
   A. Prices must be stated in units of quantity specified in the plans, specifications, and request for bid/proposal. In case of any discrepancy in amounts in the bid/proposal, the quoted unit price will govern.
   B. If a lump sum bid price is requested, the bidder/proponent shall submit a lump sum price for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than items the plans and specifications indicate will be separately purchased. If any items, accessories or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, it shall be the proponent's responsibility to furnish those items, accessories or groups of items, and include them in the lump sum bid price submitted.
   C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those exceptions must be specifically stated. If the professional or other services are to be provided on an hourly basis, the hourly rate(s) should be specified and billing shall be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that shall be stated.
   D. If the bid or proposal is for a fixed fee or not-to-exceed amount and site visits, meeting attendance, or other items are to be limited, that limitation shall be clearly stated.
   E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups should be clearly listed.
   F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. City reserves the right to require City pre-approval of lodging, transportation, and other travel costs.

G. Bid prices for equipment, goods or other items must include all delivery charges.

10. If required by the specifications, include:
    A. The manufacturer and/or model number(s) of specified equipment.
    B. The warranties or guarantees provided for any work, equipment and other items.
    C. The number of calendar days required for delivery of any equipment, goods or other items.
11. Include a proposed schedule for beginning and completing any Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time is to be provided as stated in 10.C above.
12. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the proposed language for the requested modification.
13. Include the names, addresses, and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. City reserves the right to approve or disapprove of all subcontractors and consultants.
14. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.
15. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list of similar projects, services, or work the proponent has provided within the last 5 years including:
    A. The name(s) of the proponent's client(s) or customer(s),
    B. A description of the work performed,
    C. A description of the overall project,
    D. The date(s) the proponent performed the work, and
    E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.
16. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment, and other capabilities for performing the work as required by the specifications.
17. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal includes Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

Bids/proposals will be publicly opened and read immediately following the due date and time stated above. Bids/proposals will be tabulated by City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

Results of the bid/proposal openings are generally available on City's website www.wyomingmi.gov within 2-3 business days after scheduled bid/proposal opening.

CITY'S RESERVATION OF RIGHTS

The City reserves the rights to do any or all of the following:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of a proponent/contractor to comply with the specifications.
2. Reject any or all bids.
3. Waive any irregularities, nonconformities, or technicalities of any bid.
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices.

5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal.
6. Make inquiries of others about any proponent, any identified subcontractor or consultant, and any of their personnel.
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent.
8. Negotiate with one or more selected proponent(s).
9. Award the bid and/or contract in a manner and to such proponent as deemed to be in the best interests of the City.

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

Consideration of bids/proposals typically involves (i) review and tabulation of the bids/proposals and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from any design professional engaged by City (if identified in the plans and specifications), (iv) contacts of references and those for whom proponents have previously worked, (v) recommendation by the City Manager or the City Manager's designee (often a department director) to the City Council, (vi) finalization of contract documents with and the signature(s) of the recommended proponent, and (vii) City Council award of the contract. City is not obligated to follow and may deviate from this typical process as deemed in the best interest of the City.

CONSIDERATION FACTORS

While contract price/cost is an important factor in consideration of any bid/proposal, (i) the proponent's experience and expertise, (ii) the proponent's reputation, (iii) previous City experience with a proponent, (iv) the experience, expertise, reputation, and previous City experience with the proponent's identified subcontractor's and consultants, and (v) other factors may be as or more important with respect to the award of any particular bid/proposal and/or contract.

CITY CONTRACT STANDARD TERMS AND CONDITIONS IN THE RFP ARE INTENTIONALLY OMITTED
RISK ALLOCATION AND INSURANCE PROVISIONS IN THE RFP ARE INTENTIONALLY OMITTED
BONDS AND LIENS PROVISIONS IN THE RFP ARE INTENTIONALLY OMITTED

SPECIFIC REQUIREMENTS

1.0 Introduction

The City of Wyoming (City) is seeking proposals from qualified consultants to conduct a comprehensive water and sewer rate study. The intent of the rate study is to evaluate existing water and sewer rates and provide recommendations as further outlined in this scope of work.

Specifically, the objectives of the rate study are to:

1. Develop legally defensible water and sewer rate plans in accordance with the most recent American Water Works Association (AWWA) M1 manual.
2. Review existing water and sewer financial guidelines and recommend changes based on best industry practice.
3. Review existing retail rate structure and model, fees/fee structure, and wholesale customer agreements.
4. Recommend and develop a retail rate structure.
5. Review and evaluate existing wholesale customer agreements and recommend rate-related improvements or changes based on best industry practice.
6. Develop a long-range planning rate modeling tool.
7. Provide a final report.

2.0 Background Information

2.1 Overview

The City owns and operates both a wastewater treatment and a drinking water treatment facility, providing such services to both retail and wholesale customers as further described in this section. Both facilities were originally constructed in the early 1960's, with various expansions and improvements since. Each utility operates within separate enterprise funds.

A water and sewer rate study was last performed in 2007. An asset management plan for the wastewater treatment plant and collection system was completed in 2018. An asset management plan for the water treatment plant, transmission mains, and City distribution system is ongoing at this time. Capital improvements are funded either through each utility's enterprise fund, or through a dedicated, millage-based capital improvement fund that can be discretionally used for water, sewer or street improvements.

2.2 Water

The Donald K. Shine Drinking Water Treatment Plant (WTP), located at 16700 New Holland, Holland, Michigan, treats surface water from Lake Michigan. With a treatment capacity of 120 MGD, the WTP provides finished drinking water to a service population of nearly 250,000, consisting of its own retail customers and numerous wholesale customers. This water is transported through approximately 26 miles of parallel, large-diameter transmission mains from the lakeshore to the City's main aboveground water storage tanks or other

wholesale customers. A third water transmission main is currently being planned for at this time, with construction starting within the next year. The annual budget for the WTP is approximately $23M.

The City provides water to approximately 75,000 retail customers within its geographical boundaries, with approximately 20,000 residential meter accounts and 2,500 industrial/commercial meter accounts. The City maintains all residential water infrastructure up to and including the water meter; for commercial accounts, the City only maintains up to and including the stopbox. Retail water revenues are primarily captured through a fixed ready-to-serve charge (based on meter size) and a consumption charge (based on a rate per ccf). The consumption charge remains consistent for all customer classes and usages. The City fee schedule can be found online at: https://www.wyomingmi.gov/Doing-Business-in-Wyoming/Starting-A-New-Business/Fee-Schedules. Bills are sent quarterly. The City embarked on an automated metering infrastructure (AMI) project in 2019, which has experienced significant delays due to staffing, covid limitations, and product availability.

The City has wholesale water agreements with the adjoining Cities of Kentwood and Grandville, as well as Byron and Gaines Townships. These agreements utilize the utility rate making methodology. Additionally, the City has a wholesale water agreement with Ottawa County, who maintains a 43% beneficial ownership in the WTP and participates in all related capital improvements accordingly. The wholesale agreement with Ottawa County includes providing water to 5 townships or cities along the transmission main, and accounts for approximately 45% of water produced. The water purchasing structure by Ottawa County is uniquely identified in the agreement between the two entities.

2.3 Sewer

The Clean Water Plant (CWP), located at 2350 Ivanrest Avenue SW in Wyoming, Michigan, treats an average of 14 MGD and has a service population of approximately 125,000. The CWP serves the City and portions of the communities of Kentwood, Byron Township, and Gaines Township. Wholesale sewer treatment agreements are in place for each of the customer communities.

Residuals disposition is jointly managed with the City of Grand Rapids through the Grand Valley Regional Biosolids Authority (GVRBA). The City is in the process of conducting a digester feasibility study, which will likely result in the construction of a digester within the next 5 years.

The City maintains residential sewer lines up to the property line and does not perform any maintenance on commercial sewer laterals.

Retail sewer customers are categorized and billed as was detailed in the water section. The City has an active Industrial Pretreatment Program that monitors Significant Industrial Users (SIUs) and surcharges them for compatible pollutants. These surcharge rates are determined separately and are not part of this RFP, other than to include them in the revenue projections.

3.0 Scope of Work

The scope of work for the water and sewer rate study is:

1. Meet or confer with selected City representatives as needed to address this scope of work.
2. Review current utility financial guidelines.
3. Review current water and sewer fund finances, including capital improvement plans, fee schedules, debt schedules, and existing rate structure and model.
4. Review current wholesale customer agreements.
5. Develop a general familiarity with City's water and sewer system customer usage trends.
6. Provide analysis and recommendations for utility financial guidelines.
7. Provide analysis and recommendations for the various components of the current retail rate structure.
8. Include at least one recommended alternate rate structure for residential retail customers.
9. For both recommendations, the recommended retail rate structures must:
    a. Be simple and easy to understand, administer and implement
    b. Be fair and equitable to all users
    c. Be defensible
    d. Not result in a decrease of revenue
    e. Adequately fund current and known future costs
    f. Be compatible with the City's billing system (BS&A)
    g. Support a monthly billing cycle, if the City desires to move to this frequency
    h. Acknowledge any known or pending regulatory changes that may affect the City's rates or rate structure
10. Provide analysis and recommendations for wholesale customer rate calculations. The City's preference is that all wholesale customers utilize the same utility basis of rate methodology, including Ottawa County which currently does not.
11. For all recommendations, the Consultant must:
    a. Discuss the pros and cons of each option presented
    b. Provide and justify one overall retail and one wholesale rate structure recommendation, including data to support the recommendation
    c. Describe and quantify impacts to residential, commercial and industrial retail customers, as well as any associated impacts or changes to wholesale customer rates
    d. Discuss the relevancy of the recommendations to current best practices
12. Based on the final retail and wholesale rate recommendations, develop a rate modeling tool that:

a. Is user-friendly and easy to manage
b. Uses Microsoft Excel
c. Is flexible, allowing for dynamic updates and analysis
d. Has the ability to forecast at least 20 years
e. Provides a comprehensive financial planning and revenue requirement determination
f. Allocates costs appropriately
g. Develops rates according to the selected recommendation
h. Has the ability to be updated based on O&M or capital (debt) fluctuations, or as determined based on the selected rate recommendation
i. Has the ability to calculate rates for multiple years
j. Provides graphical outputs and reports
k. Includes a navigational index and summary of model variables

13. Final deliverables
    a. The consultant will present a preliminary report, an electronic rate model, and recommended rate scenarios for City staff to review and comment.
    b. The consultant will present a final report and rate model that incorporates or addresses City comments.
    c. The final report will be made available electronically in pdf form. Five bound copies of the final report will be delivered to the designated City representative. The rate model will be made available in Microsoft Excel form.
    d. The consultant will provide at least 2 trainings, either virtually or in person, to at least 4 staff members.
14. Presentations
    a. The City anticipates that the selected consultant will need to present the final report and recommendations at City Council meeting. The costs of this shall be included in the final proposal. In the event additional public meetings are necessary, a line item for this cost is included on the bid proposal form.
15. On-going support
    a. The consultant shall include an hourly rate for any major electronic rate model support or training that is needed after the initial 2 trainings requested are exhausted. This hourly rate shall be good for one year after final report is received.

The City will provide the selected consultant with appropriate records, budgets, financial reports, existing rate models, debt schedules, fee schedules, capital improvement plans, and other information the consultant deems necessary and is reasonably available to fulfil the obligations of this work.

4.0 Proposal Submittals

Proposal responses should include the following listed items as part of the submission. Responses shall have a maximum limit of 20 pages (10 pages if double-sided), excluding the title page and cover letter.

1. Cover letter
2. Company history
3. Statement of the consultant's understanding of the project
4. Statement regarding the consultant's approach, objectives, and goals to the project, including proposed methodology to perform the work.
5. Expected completion timeframe (from project award date), including an outline of task sequence and major milestone dates.
6. Proposed use of or interactions with City staff, as well as any materials, data or information that will be expected from the City throughout the project.
7. Key personnel to be assigned to the project, including their experience with similar projects. Identify the project manager that will be managing this project.
8. Cost of services to be performed, including:
    a. Cost breakdown of tasks performed
    b. Anticipated number of hours and hourly rates, per employee, per task performed
    c. A not-to-exceed cost for the project
    d. Proposed services and costs for sub-consultants
    e. Proposed service payment plan
9. Examples of work performed within the last five years on projects of similar size and scope, including staff who were assigned to this work. Work listed must include reference contact information.
10. Identification of any sub-consultants used, if any.
11. Additional information or materials that communicate the capabilities of the consultant to complete the project.

5.0 Proposal Evaluation Criteria

The City will evaluate all proposals after considering the following factors and will select the proposal that it feels is the best fit in its sole judgement. Factors to be considered include:

- The consultant's prior experience with similar size projects.
- The consultant's proposed project plan in response to the criteria outlined in its proposal.
- The consultant's depth of resources and talent as outline in its proposal.
- The cost of the proposal.

6.0 Project Start Date

The City anticipates working with the successful consultant upon award of contract, likely late July of 2023.

BID/PROPOSAL FORM

Bid/Proposal for Water and Sewer Rate Study

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:	YES	NO
Section 3 Certified Contractor?	☐	☐

If yes, DUNS #: _____

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

If yes, list name and relationship: _____

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	YES	NO
Woman Owned Company?	☐	☐
Minority Owned Company?	☐	☐

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

_____

BID/PROPOSAL FORM CONTINUED

As detailed in the specific requirements, the consultant is expected to provide project cost information as part of their proposal, which shall be included by reference into these contract documents unless otherwise agree to.
A not-to-exceed price shall be included as part of this form submittal. $_____
Price per additional public meeting. $_____

Hourly rate for additional rate model training. $_____

_____
[Proponent's Complete Business Name]

_____
[If Proponent is DBA Include Full Proponent DBA Here]

_____ _____
[Signature for proponent] [2nd signature for proponent]

_____ _____
[Printed name and title of person signing] [Printed name and title of 2nd person signing]

Date signed: _____

_____ _____
[Proponent's street address] [Proponent's business phone]

_____
[City] [State] [Zip]

_____
[Cell phone number(s) of person(s) signing for proponent]

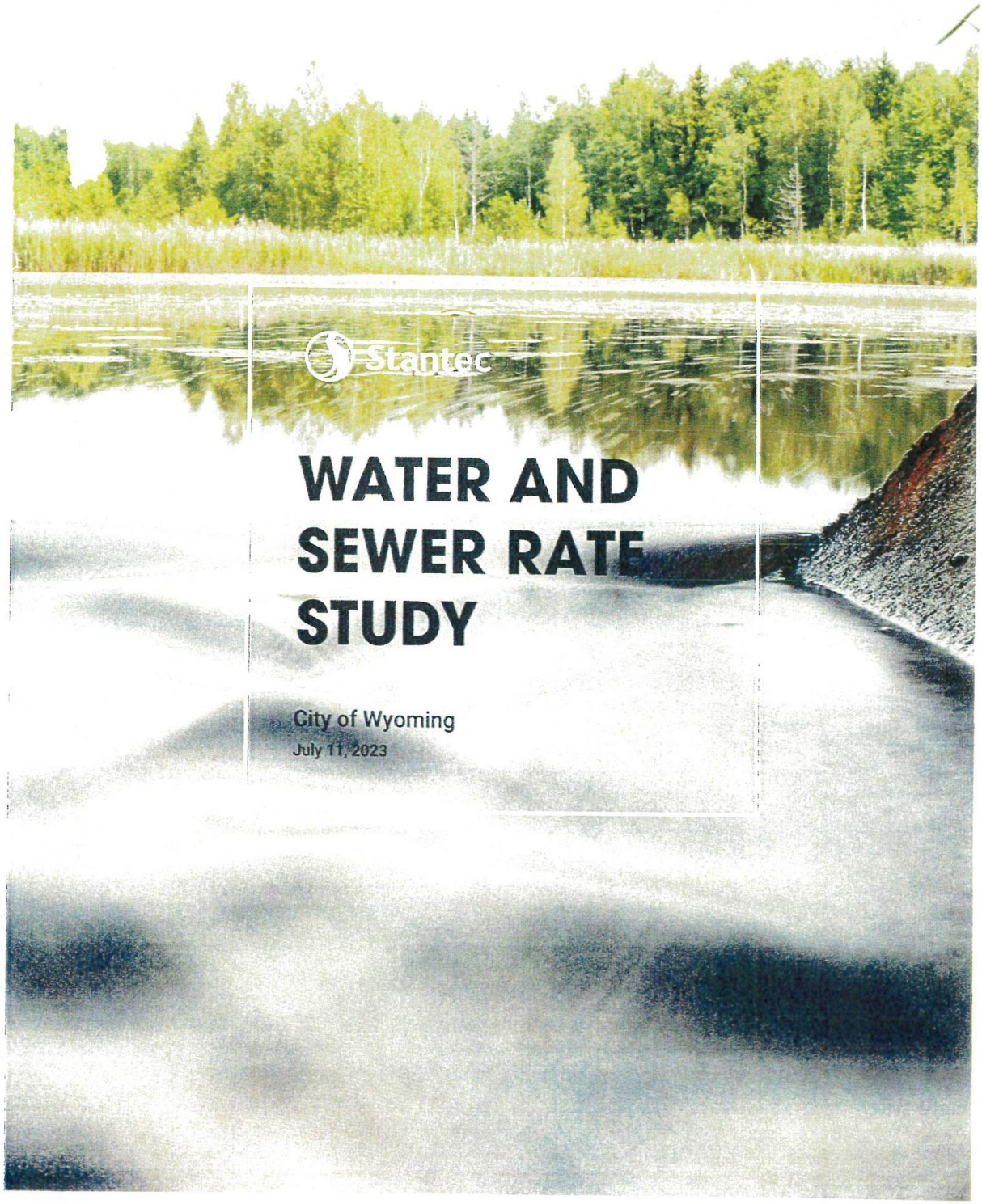
_____
[E-mail address(s) of person(s) signing for proponent]

_____
[Proponent's form of business – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

CONTRACT FORM IN THE RFP IS INTENTIONALLY OMITTED

EXHIBIT C
PROPOSAL

COPY



Stantec

July 11, 2023

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509-0905
Attn: Purchasing

Re: RFP for Water and Sewer Rate Study

Dear Members of the Selection Committee:

The Stantec community unites more than 26,000 employees working in over 400 locations across the globe. Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With long-term commitment to the people and places we serve, Stantec has the unique ability to connect on a personal level and advance the quality of life in communities across the globe.

National & Local Expertise. Stantec's Financial Services Practice is home to an impressive amount of experience and knowledge, including over **35 specialized consultants with over 400 years of combined experience conducting thousands of rate studies for nearly 400 agencies** across the country. The senior members of our practice are leaders in the water resources rate consulting industry. That said, this practice has **strong roots in Michigan and is a trusted source to 30+ local governments across the state** for independent and objective financial management guidance. We have or are serving the Cities of Detroit, Jackson, Ann Arbor, Battle Creek, Kalamazoo, Midland, Farmington Hills, Manistee, and Imlay City, the Townships of Summit, Leoni, Pittsfield, Alpena, Marquette, Chesterfield, Pere Marquette, and Sylvan, and the Counties of Oakland and Livingston. For many of these clients, we have provided financial analysis related to both their retail and wholesale customers. In addition, we have also trained certain of these clients who desire to utilize our Excel based financial models after completion of our analysis. As such, we have significant knowledge of local utility systems, as well as current economic conditions, development activity, pricing strategies, and regional cost sharing models.

Summary. Our understanding of local practices, breadth of national ratemaking experience with similar systems, our interactive modeling process, and communication skills are a unique combination. In short, our team provides the City with an unmatched value proposition of a **dedicated rate consulting project team**, with engineering and technical resources available as needed; a **nationally recognized stature** in utility ratemaking; experience with rate & financial management practices **within Michigan**; a powerful and **friendly** Microsoft Excel-based **modeling system**; and excellence in stakeholder **education and communication**.

Included in this proposal is:

We look forward the opportunity to continue to assist the City in the management of its utility systems, and please do not hesitate to contact us with any questions regarding our proposal. I am also authorized to address all contractual arrangements.

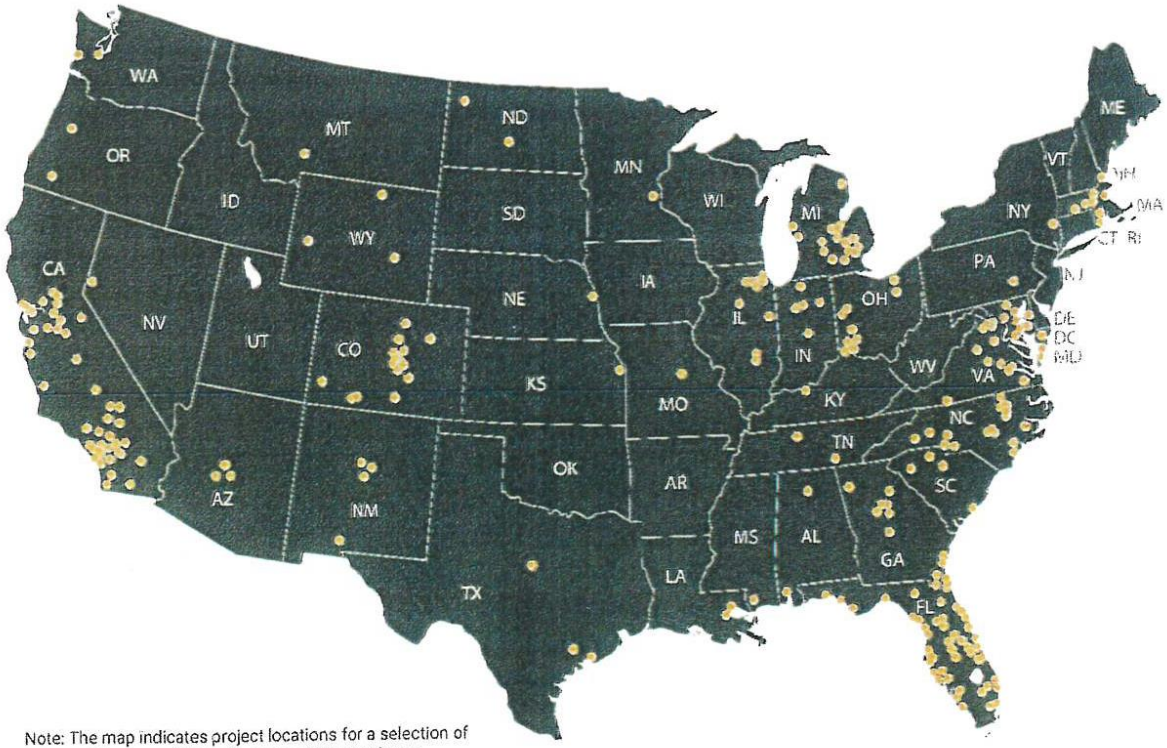
Regards,

James Bearman
Principal
(517) 755-7502 | james.bearman@stantec.com

2. Company History

Our Financial Services Practice offers 35+ consultants with over 400 years of combined experience and value to your project. As a group, we work together and learn from each other's experiences. This combination of diverse backgrounds and experiences has made us **who we are today–a trusted source to our clients in providing independent and objective financial management services to local governments and utilities throughout the country.** This knowledge sharing and expertise will be brought to you as well. You can be assured that our team will develop comprehensive and balanced solutions tailored for your situation.

Our expertise helped communities across the globe—including over 350+ diverse locations in the US alone.



Note: The map indicates project locations for a selection of communities served. Not all communities are shown.

Financial Services by the Numbers:

300+ Combined years of experience

$4B+ Debt issued for communities in the last 5 years

35+ Specialists in utility financial management

>350 Communities served

WE ARE RECOGNIZED INDUSTRY EXPERTS.

With 35 professionals dedicated full-time to municipal utility rates and financial planning, Stantec is home to one of the largest such teams in the world that serves over 20% of the United States population. The leaders of Stantec's Financial Services Practice are widely recognized as leaders in the utility rate consulting industry. Among many industry-supporting services, we have:

- ✓ Contributed to **AWWA's primary water rate Manual M-1** (Zieburtz and Burnham),
- ✓ Contributed to **WEF's wastewater rate Manual of Practice No. 27** (Zieburtz),
- ✓ Contributed to **AWWA's alternative rate manual M-54** (Zieburtz),
- ✓ Contributed to **AWWA's capital financing manual M-29** (Burnham),
- ✓ Contributed to **AWWA's cash reserve policy report** (Burnham),
- ✓ Conducted training for **Michigan State University's Ratemaking Class** (Burnham, Bearman),
- ✓ Served as chair to **AWWA's Rates and Charges Committee** (Zieburtz), and
- ✓ **Provided testimony and expert witness services** (Burnham, Bearman, and Zieburtz)

We come from a variety of academic and technical backgrounds, but we share a commitment to thoughtful cost allocations, customer class analysis, and rate design; and our combined track record is extensive. We have helped large and small communities in Michigan address challenges such as:

- ✓ **Alpena Township, Michigan**: We developed appropriate wholesale water and wastewater rates Alpena Township should expect to pay to reimburse the City of Alpena for the provision of wholesale water and wastewater services as a result of a litigation situation.
- ✓ **Battle Creek, Michigan**: We recently developed a 5-year revenue sufficiency analysis for the City's Water and Sewer Enterprise Funds and completed cost allocation analyses assigning those costs to Inside City customers by class, including large industrial customers, as well as Connected Jurisdictional Wholesale customers. In addition, Stantec developed water and wastewater user fees, fire suppression charges, high-strength surcharges, and capacity charges, and presented the results of the analysis to the Technical Review Committee and then to the City Commission.
- ✓ **City of Jackson, Michigan**: We developed cost of service revenue requirements for each of the City's wastewater user groups, both inside City residents and connected jurisdictions and led successful joint discussions with all parties regarding each of their respective cost assignments. In addition, we completed a review and recommended changes to the City's high-strength surcharges.
- ✓ **Midland, MI:** We developed water and sewer rate plans for Midland's water and sewer systems, integrating significant CIP requirements into manageable rate increase plans. Following adoption of our rate recommendations by City Council, we provided the Excel models to the City and trained City staff in utilizing those models for future analyses on their part.
- ✓ **In addition, we are currently finalizing water revenue requirements and rate analysis for the City of Kalamazoo for their retail and wholesale customers, based upon the Water Service Agreement amongst all parties.**

WE OFFER SPECIALIZED EXPERTISE IN COMPLEX SITUATIONS.

We embrace the challenges facing our clients, including the special challenges associated with regional facilities, defensible rate adjustments, difficult decisions, and intense public focus. We are accustomed to the wide diversity of demands inherent in the rate processes of large and small cities. The most important aspect of our relevant expertise is the ability to assist communities to reach legally defensible conclusions that best balance their often-competing objectives with a clear understanding of the current and long-term consequences of all viable options.

Stantec offers an unmatched and proven combination of local and national experience, dynamic and interactive modeling, and project execution approaches with the support of thousands of professionals and industry experts that are committed to providing quality and innovative solutions to whatever utility financial and management issues you may face. This proposal is a demonstration of our capabilities and approach, and we believe that we offer a unique value proposition that leverages the use of our innovative financial modeling system to support cost of service allocations and the analysis of specific rate adjustments.

WE KNOW MICHIGAN.

Our team has roots in the State of Michigan, including offices in Ann Arbor, Farmington Hills, Lansing and in the Detroit area. Our Project Manager, James Bearman, was born and raised in Michigan and spent his early career at one of the state's largest Electric and Natural Gas Utilities. He will provide our local expertise and 'boots on the ground' for all meetings with the City, as he has done with many of our other projects throughout the state.

We have or are performing rate and financial studies for over 30 communities in the state. The table below summaries some of the work we have done for your neighboring communities.

This table presents a selection of our experience in providing a full suite of financial consulting services to clients throughout North America.		Revenue Requirements	Cost of Service Analysis	Rate Structure Development	Wholesale/Bulk Rate Analysis	Capacity Charges/Impact Fees	Miscellaneous Fees & Charges	Affordability Analysis/WARI ™	Debt Issuance Support	Litigation Support/Expert Witness	Capital Project Funding	Grant and Loan Funding Services	Custom Model & Tool Development	Financial Policies & Benchmarking	Public/Stakeholder Engagement	Utility Valuation Analysis	Demand Forecasting	Regional Cost Allocation	Special Assessments	Financial Sustainability Analysis	Ordinance/Agreement Assistance
MI	Adrian Township	●	●	●		●				●			●								
MI	Alpena Township	●	●	●	●					●			●								
MI	Bridgeport Charter Township	●									●		●	●	●		●				●
MI	Carrollton Township	●	●								●		●	●			●				
MI	Chesterfield Township	●			●						●		●	●	●		●				
MI	City of Ann Arbor	●	●	●	●	●	●	●	●	●	●		●	●	●	●	●	●			●
MI	City of Battle Creek	●	●	●	●						●			●	●		●	●	●		
MI	City of Carson City	●									●		●	●	●	●	●	●			●
MI	City of Detroit																				
MI	City of Farmington Hills	●		●		●	●				●		●	●	●		●				
MI	City of Imlay City	●	●	●							●		●	●	●		●				
MI	City of Jackson	●	●	●	●	●					●		●	●	●		●	●			
MI	City of Manistee	●	●	●	●	●	●				●		●	●	●		●				●
MI	City of Midland	●	●	●	●	●	●	●			●			●	●		●			●	●
MI	Consumers Energy Company	●	●	●	●	●	●						●		●		●				
MI	Detroit Water & Sewerage Department	●	●	●	●		●	●		●	●		●	●	●						
MI	Leoni Township	●									●		●	●	●						
MI	Livingston County	●	●	●	●						●		●	●	●		●				●
MI	Marquette Charter Township	●						●			●			●	●		●			●	
MI	Monitor Charter Township	●	●	●							●		●	●	●		●				
MI	Oakland County WRC							●													
MI	Pere Marquette Township	●	●	●	●	●	●				●		●	●	●		●				●
MI	Pittsfield Township	●		●							●		●	●	●						
MI	Saginaw Charter Township	●																			
MI	Sidney Township	●									●		●	●	●		●				
MI	Summit Township	●	●								●		●	●	●		●				
MI	Village of Ashley	●									●		●	●	●		●				
MI	Village of New Lothrop	●	●								●		●	●	●		●				
MI	Village of Perrinton	●	●								●		●	●	●		●				

3. Understanding of the Project

Based on our experience, understanding of the requested services, and the tasks outlined in the Request for Proposal (RFP), we provide the following outline of our Work Approach to your project.

We have aligned our tasks to reflect the structure in your RFP, which is consistent in theme with our industry's long-standing practice of building a sound financial plan, carefully considering cost of service requirements by class, and carefully designing rate structures to generate sufficient revenues.

4. Approach

Task 1: Initial Meeting & Data Collection

To begin the study, we will request and review the City's available information per the RFP and available financial records. We will also submit our initial data request to the City requesting historical and budget financial data, copies of agreements with other connected jurisdictions/wholesale customers, as well as system operating data. Shortly thereafter, we will conduct a Kickoff Meeting with City Staff to:

- Confirm goals and objectives of the studies,
- Discuss key issues, roles, schedule, communication protocols, and responsibilities,
- Assemble and review supplemental data, such as information for each of the wholesale jurisdictions, and any industrial customers,
- Establish a secure link for the City to electronically upload data to us related to the data request,
- Discuss the need for historical/actual data for revenues, expenditures, customer sales and revenue data, capital spending, debt service costs, etc.,
- Address any data issues identified by our request,
- Address any data issues identified by our request, and
- Finalize the project schedule, including milestones and deliverables.

Follow-up calls with the City's respective staff members will be made to ensure full understanding of all data received. Moreover, focused conversations, if applicable, regarding your existing rate modeling and cost allocation tools will be important to help us confirm understanding of your practices and customize our system to meet your needs.

Task 2: Projection of Water and Wastewater Revenues Under Existing Rates

In this Task, Stantec will project rate revenues under existing rates for both utilities and well as projecting all other revenue items. Of particular importance in forecasting rate revenues in a utility's financial plan is the projection of metered water/sewer sales, especially as it relates to the possibility of adopting rate structure changes. Water consumption patterns are influenced by price signals, and this change in customer behavior can be enhanced by other non-price factors, such as rainfall and economic conditions.

We will incorporate estimates of price elasticity and analyze estimates of the probable range of responses to different degrees of rate increases and other changes. Our project team will conduct a detailed analysis of historical use and weather patterns that will be used to develop sales forecasts for each service. We will also examine the effects of any usage changes expected by the City's larger customers (accounting for water loss and inflow/infiltration), both retail and bulk/wholesale, as well as expected customer account growth/decline as well as changes in usage per customer class or specific accounts.

Task 3: Development of Revenue Requirements and Cash Flow Analyses

Utilizing our Financial Analysis Management System (FAMS), we will develop alternative long-term financial management plans and identify projected annual revenue requirements and rate adjustments for customers of the water and wastewater systems. Our analyses will also include the effects of rate adjustments and all other operating expenses on each utility's yearly cash flows and operating fund balances. As part of the analysis, we will examine historical and projected operating expenses, growth and water use trends as described above, alternative capital spending levels, debt service coverage ratios, billing costs, levels of operating and capital reserves, and other financial policies that drive the revenue requirements of each system.

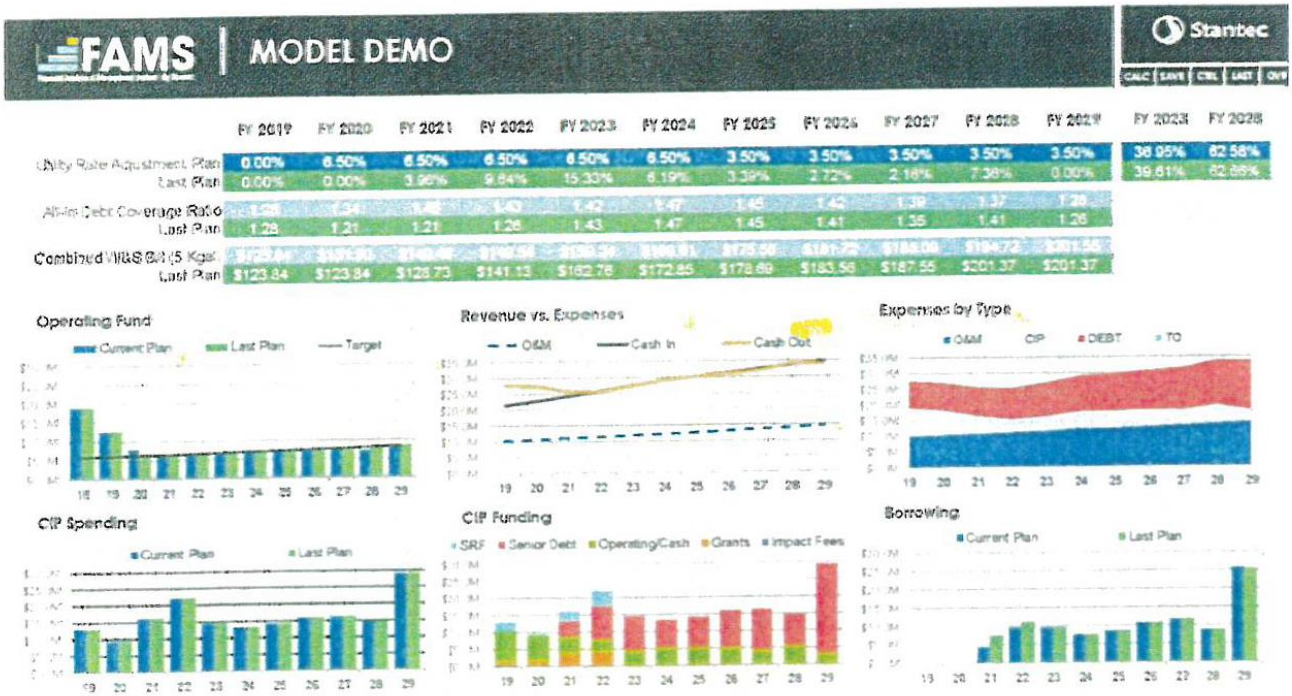
Through our experience with municipal utilities, along with our participation in industry groups and rating agencies, Stantec provides insight and recommendations for certain key financial policies related to debt coverage, reserve levels, and capital funding strategies. In addition to evaluating financial policies and objectives, we will also evaluate alternative demand projections, cost escalation factors, changes in usage patterns, elasticity of customer demand in response to rate increases, and other variables that could affect long-term sustainability.

Stantec's financial management model also provides a valuable capital planning tool that we will use to review the City's projections for capital improvements and to evaluate the impacts of alternative projects, costs, timing, and funding sources. For all scenarios, the financial management model will develop a funding plan, including the identification of the amount, timing, and type of borrowing required as may be necessary. We will examine the use of debt versus cash financing for capital improvements and build a financing plan to support a sustainable balance of debt coverage and rate stabilization.

Closely related to this analysis is an examination of adequacy of reserves. Adequate reserves are fundamental to achieving financial stability and can help some systems avoid sudden or disruptive rate adjustments in the face of unanticipated operating or capital needs or changes in demand. We will examine the City's current reserve balances and incorporate these balances and alternative reserve policies into the financial management model for both systems.

Several discussions will be conducted with City staff and stakeholders throughout the process of developing the overall financial plan to ensure validation of data and assumptions, but also to gain consensus amongst interested parties as to the ultimate needed rate relief, if applicable. Scenarios will be reviewed throughout the process in an interactive fashion so that different assumptions can be quickly reviewed and agreed to or modified by all parties.

An example of a control panel of our FAMS used in the interactive work sessions for the development of a ten-year financial plan for a water and wastewater system is presented below. The green bars and panels represent the "last" scenario evaluated, which was "just-in-time" rates under the status quo, resulting in rate spikes in FY 2023 and FY 2028, along with varying increases throughout the forecast. The blue bars and panels represent the "active" scenario, which includes a more level plan of rate increases in the initial four years, followed by a 3.5% indexing plan thereafter. As can be seen, the development of a smooth proactive rate plan can mitigate risk of large impacts to customers in any given year.



Task 4: Evaluate Current Customer Rate Classes/Review of Wholesale Agreements

At this point, following discussions with City staff to assess their concerns over the existing rate structures, Stantec will begin a diagnostic analysis of your current rate structure/customer classes to identify strengths, weaknesses, and your satisfaction with the current approaches. We will also utilize the City provided billing data to examine appropriate customer classes, their class characteristics, and/or other logical points of distinction to determine if modifications are warranted to your existing customer classes.

Additionally, Stantec will begin their review of existing Wholesale customer agreements. If necessary, Stantec will also assist the City with any wording modifications to their rate ordinances to incorporate revisions to existing customer classes and/or new rate structures adopted by the City during these analyses.

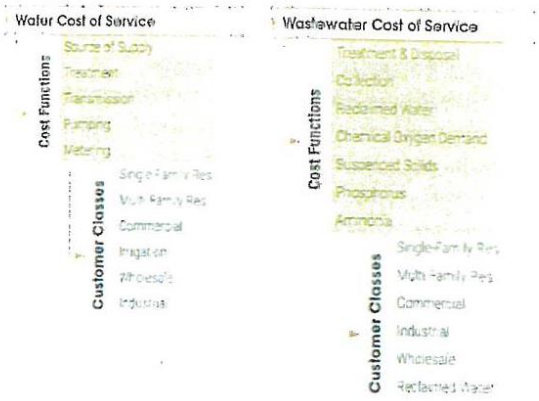


Figure 1: Common water and wastewater cost

Task 5: Cost of Service Allocations

To begin the cost-of-service portion of the rate structure determination, we will compile and review all available system data to best characterize each operating unit's customer characteristics and determine the best cost-of-service allocation approaches. We will allocate the total cost of service and revenue requirements identified in Task 3 for each operating unit to functional components, consistent with the City's agreements with industrial customers and neighboring communities, as well as recognizing the use of each system by City residents and businesses.

Each system's cost of service and revenue requirements are functionalized to defined segments, which are then allocated, absent existing contractual agreements, to each class of customer based upon the characteristics or units of service (such as average day, max day, or peak hour demands for water, or flow, strength loadings such as BOD, TSS, others for wastewater) of each class of customer. System functions, units of service, and customer classes are unique to each community and would be determined based upon a review of its system/user data, in conjunction with agreed upon contractual arrangements and the results of Task 4.

We identify the most appropriate industry-accepted cost-of-service allocation methodologies, such as those defined by the AWWA and WEF, based upon available data, legal and contractual requirements, system configuration, service agreements, resources, customer base, demand and usage characteristics, past practice, and public policy objectives. We customize the cost-of-service models to encompass the identified methodologies and concepts that build upon your existing approaches.

Expense Line Item	Code	FY 2021 Expense for COSA	Allocation Factor	Allocations Water	Allocations Sewer	FY 2021 Water	FY 2021 Sewer
Operations and Maintenance							
Field Services							
Regular Salaries & Wages	PS	$ 820,204	FTE	85.0%	15.0%	$ 697,173	$ 123,031
Other Salaries & Wages	PS	$ 49,086	FTE	85.0%	15.0%	$ 41,723	$ 7,363
Overtime	PS	$ 14,462	FTE	85.0%	15.0%	$ 12,293	$ 2,169
Clothing/Shoe Allowance	PS	$ 2,553	FTE	85.0%	15.0%	$ 2,170	$ 383

Figure 2: Example cost allocation between water and sewer systems.

At the conclusion of the cost-of-service analysis, we compare the resulting allocation of revenue requirements to the revenue generated from the current rates for each customer class in each operating unit, as demonstrated in the graphic below. To the extent current revenue recovery levels are not in line with the results of the cost-of-service allocation analysis, we evaluate alternative levels of revenue recovery by class and segment of customer within the rate structure analysis that would better comport with the identified cost-of-service allocations.

Task 6: Design of Retail and Wholesale Rates

As previously discussed in Task 4 above, we start with a diagnostic analysis of your current rate structures to identify strengths, weaknesses, and your satisfaction with the current approaches. If the City desires further evaluation of alternatives, Stantec is well-versed in the wide range of rate structures that could be implemented and will review the pros and cons of alternatives. We typically review factors

such as revenue volatility, customer understanding, conservation, affordability, administrative requirements, and the ability of each client's billing system to implement any rate structure modifications.

In addition, we will evaluate the specific distribution/assignment of costs to the fixed and variable components of the rate structure and your respective readiness to serve charges (RTS) and will make recommendations that are consistent with your objectives. We will also evaluate the impacts of recovering these charges from residential equivalent units, equivalent water meter sizes, by account, and other approaches and determine the relative impacts of these alternatives. Our interactive modeling process gives us the ability to facilitate a discussion and understanding of alternative rate structures and charge methodologies and culminates in the creation of sound and workable solutions that can be communicated to stakeholders. It is important to note that our analysis will include consideration of a potential allowance for price elasticity to account for changes in consumption patterns by your customers due to rate structure, metering, or other modifications.

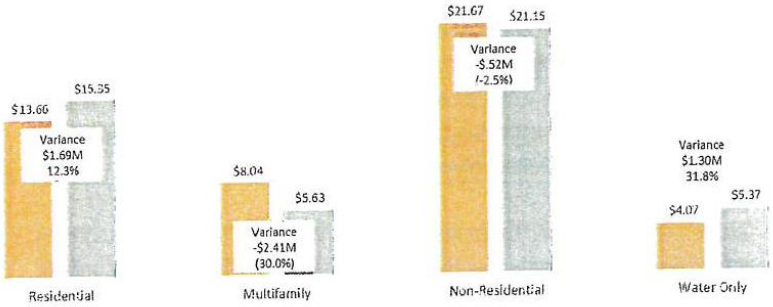


Figure 3: Comparison of revenue requirements and resulting allocation of revenues

For each rate structure considered for the study, we will provide an analysis of the impacts to each customer class, bill impacts at various levels of consumption, and revenue impacts as appropriate.

Customer impact analyses will be provided for all Inside City customer classes as well as the Wholesale customers the City serves, and high-level summaries of the impacts will be critical for public presentations. In addition, bill comparisons will be prepared incorporating the effects on typical bills of the City's water and wastewater customers due to the proposed new rates.

Throughout this process, we will work closely with City staff to evaluate the best ways to recover the cost of service, while minimizing the impact to customers. To the extent that significant changes are necessary, we may propose a phased approach, such that customer impacts are moderated over a multi-year period rather than observed in a single change.

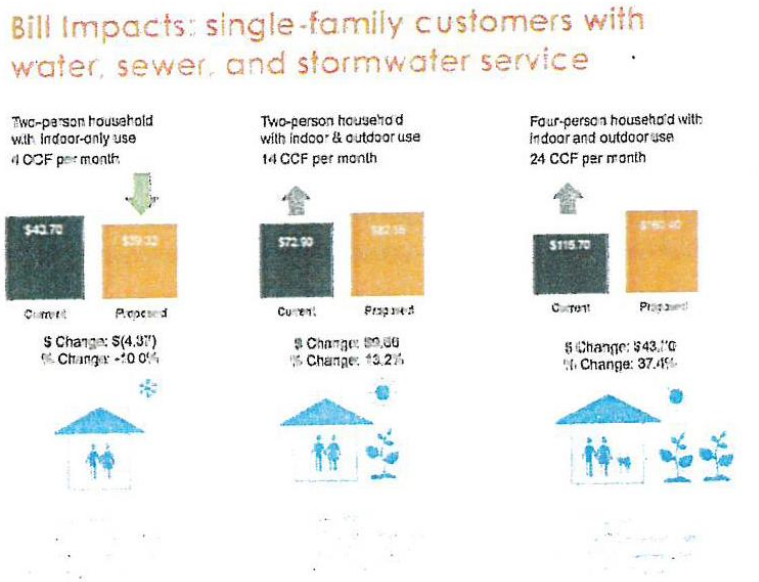


Figure 4: Customer impacts.

Task 7: Financial Planning & Rate Models

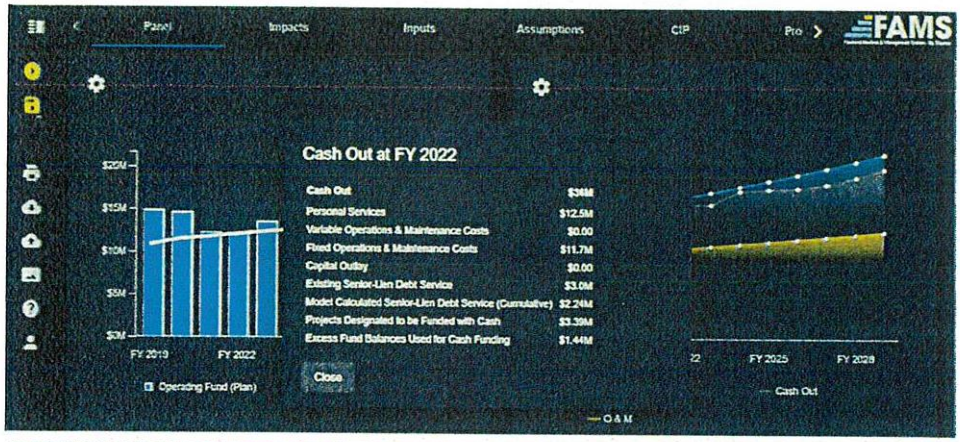
During the study, we will populate and customize FAMS to match your data requirements and evaluate all the "what ifs" as part of developing a sustainable financial plan with optimal capital funding strategies for each utility. Once complete, we can not only provide a licensed copy of a user-friendly desktop version of FAMS at no cost in Microsoft Excel, but we will also provide at least two training sessions to City staff to learn how each model operates and can be modified to accept data updates.

"Comparing scenarios created so easily in FAMS saved a significant amount of time and helped us make decisions in a timely manner."

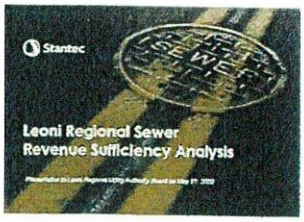
- City of Olathe, Kansas

Stantec believes that two training sessions should be enough to train City staff, considering that Stantec personnel will respond to focused model questions once the training sessions are complete. However, as required in your RFP, Stantec suggests additional training sessions, beyond the two contemplated, will be at a cost of $725/session for each additional two-hour training session.

We do require a usage and non-disclosure agreement given the unique features and capabilities of FAMS, but the Excel-based FAMS model can be used by the City at no charge. Upon request, we can provide a sample agreement that we have used with other clients. To ensure future beneficial use, we will prepare a customized user manual and provide in-depth training sessions for each utility.



Task 8: Deliverables



At the conclusion of the study and prior to completion, we will develop both a Draft Report and Final Report, summarizing the results of the analyses for both Utility systems. The report will contain detailed schedules supporting the analyses and our recommendations for the upcoming 5-year projection period. The supporting schedules will be very similar in nature to the workbook schedules provided to City staff throughout each major phase or task of the study and will provide all needed support for the calculations in the respective analyses. As the report is finalized, we will seek input from City staff and officials and incorporate any concerns they provide, before finalizing both reports.

The City will gain long-term value in a report that clearly and comprehensively documents the results of the study. We know it is important for all decision-makers to understand the need for any rate changes and to be able to easily explain the major drivers of the needed changes. Our report and supporting appendices, charts, graphs, and tables will be customized to fit Wyoming's needs – highlighting community concerns and issues, and providing clear documentation of your deliberative process, rationale, and results. Moreover, all schedules in the appendix, including rate structure schedules, will be provided in MS Excel format. .

Task 9: Meetings and Presentations

Very similar to our usual practice, the analyses will require multiple Virtual interactive sessions between our project team and City staff. An initial session will be held shortly after the selection process to kick-off the project with City staff and will address multiple items related to

project planning, staff concerns, data needs, and any issues with Stantec's initial data request. Then, a second session will occur when the analyses has proceeded through the development of the revenue requirements, cost allocation, and "almost final" rates and charges. City staff input will be strongly encouraged and accepted before final determination of the proposed rates is completed and prior to the Draft Report being prepared. Please note there will likely be several other virtual calls with select City staff between the initial and second session to validate data, assumptions, and preliminary model results. We recognize City staff time is valuable and will request these virtual calls only when necessary to minimize staff disruption from their normal duties. By utilizing these virtual discussions and our modeling capability, coupled with these sessions, we usually find consensus is reached with City staff on virtually all aspects of the analyses.

Near the end of the analysis, we will participate in two additional sessions to share and explain the findings and recommendations of the study, and to help assist the City of Wyoming in implementation, which is the ultimate measure of a successful rate study. First, we will virtually present the draft results of the study to City staff, as well as any customers groups. Lastly, we will attend a City Council meeting where we will present the final results and recommendations from the analyses to City Council. We will actively engage stakeholders to address any questions or concerns they may have regarding the study.

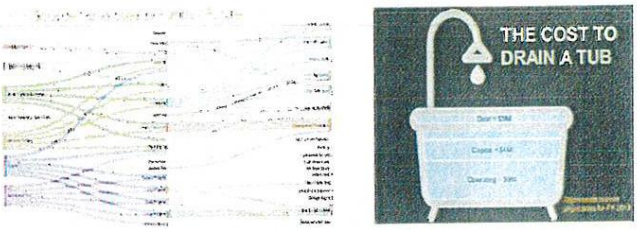


Figure 5: From the complex... to the delightfully simple

Support from the public and elected officials for rate changes depends on whether they are perceived as fair and justified. This perception depends, amongst other things, on the clarity of proposed changes and their basis. Minor misunderstandings of the underlying rationale for a selected approach can cause disproportionate dissatisfaction with proposed rates and charges.

As a result, our entire approach is centered around transparent communication to ensure that identified solutions are properly conveyed to all stakeholders throughout the course of the study. **Sometimes that means we need to share a tremendously intricate pattern** to help keep participants from being swayed by simplistic solutions. Other times, **the most powerful strategy is to simplify a concept so that everyone in the room can relate**.

5. Proposed Timeline

Day 1	Notice to Proceed
Day 7	Contract signed
Day 8	Initial data request sent to City
Day 10	Project kick-off meeting held with City staff
Day 18	City provides responses to Initial Data request
Day 40 - 50	Virtual call w/City staff to validate initial revenue requirement results
Day 60 - 70	Virtual call w/City staff to finalize revenue requirements and discuss initial cost of service allocations
Day 80 – 90	Virtual call w/City staff to finalize cost of service allocations and initial rate design results
Day 100	Meeting w/City staff regarding "almost final" revenue requirements, cost of service allocations, and rate design
Day 110	Finalize all items for revenue requirements, cost of service allocations, and rate design, incorporating City staff input
Day 115	Finalize all aspects of each financial model and provide suggested implementation plan of rate schedule changes
Day 130	Provide draft report to City staff and administrators
Day 133	City staff provides comments on draft report

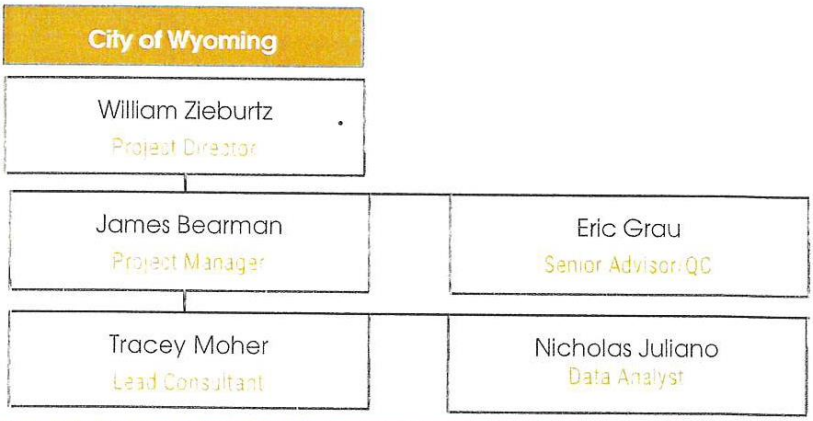
Day 135	Stantec incorporates any comments from City staff and prepares final report and provides to the City
Day 140	Meeting to present recommendations from the analyses to City staff and customers as contained in final report
Day 145	Incorporate any suggested changes resulting from input from the parties in above meeting
Day 155	Meeting to present the findings/recommendations of the analyses and final report to City Council
Day 160	Revise final report for any comments received from meeting w/City Council
Day 170-200	Assist in implementing rate modifications, and provide Excel models and two training sessions to City staff

6. Interactions with City

As discussed above, Stantec recognizes the time commitments of City staff in doing their normal jobs. We will however require certain of their time to provide requested historical and budgeted financial and operating data, as well as subsequent interactives to validate and review assumptions to hopefully gain consensus on all recommendations to the City's governing body and its residents.

7. Key Personnel

We have carefully selected our proposed project team with technical advisors and team members that know the area and are experienced in providing all elements of a traditional utility rate study. An organization chart and corresponding table present the members of our project team. Resumes for each team member are presented thereafter and describe the qualifications and experience for each team member.



Team Member	Role	Responsibilities
Bill Zieburtz 35 yrs. of experience	Project Director	Bill will use his expertise in the industry to advise the team on key issues and methods. He will serve as the contracting authority with the City. He will attend key meetings and presentations with the City, including staff, management, and other stakeholders.
James Bearman 43 yrs. of experience	Project Manager	Jim will oversee the day-to-day activities of the project, managing our team to the issues and project schedule. He will lead all meetings and presentations with the City, including staff, management, and other stakeholders.
Eric Grau 18 yrs. of experience	Senior Advisor/ QC	Eric will utilize his national expertise in the industry to advise the team relative to best practices and emerging trends, especially as related to regional allocations and high-strength surcharges. He will serve as our Quality Control reviewer, performing internal reviews with our team to ensure the quality and accuracy of all work products.
Tracey Moher 12 yrs. of experience	Lead Consultant	Tracey will be responsible for model customization, analysis, and preparation of work products. She will work at the direction of the Project Manager and will review all work with our QC Advisor.
Nicholas Juliano 3 yrs. of experience	Data Analyst	Nicolas will work at the direction of the Project Manager and Lead Consultant to assist with data entry, model customization, and preparation of work products relative to cost of service and specific rate adjustment analysis.

8. Cost of Services

Please note the travel expenses included in our Cost of Services below reflect one airline ticket for Tracey Moher to fly in for the City Council presentation, mileage reimbursement for James Bearman to drive to and from the City Council presentation, two hotel rooms for Tracey and James, assuming the City Council meeting is in the evening hours, and one meal for each of the Stantec attendees. If additional meetings are required beyond those already contemplated, Stantec would propose those meeting(s) be virtual sessions to minimize costs but would require $850 in additional labor costs for James and Tracey, assuming a two-hour meeting. Stantec's experience suggests those additional meetings should not be needed. Stantec would propose to bill monthly through a rendered invoice to the City based on the percentage of each task in this work plan completed. Stantec would expect payment of that invoice, consistent with the terms of that invoice, typically within 30 days after receipt by the City.

City of Wyoming, MI

Water and Sewer Rate Study Project Work Plan and Cost Estimate Schedule

Project Tasks	Estimated Labor Hours						Total Project
	PD	PM	Ld Cons	Senior Advr/ QA/QC	FA	Admin	
Resources →	Ziebarth	Bearman	Moher	Gilpin	Jukkola	Lambert	
Hourly Rates →	$325	$250	$225	$275	$125	$100	
Task 1 Initial Meetings and Data Collection							
1.1 Prepare preliminary work plan, timeline for tasks, and initial data request list prior to kick-off meeting.	0	1	1	0	2	1	5
1.2 Conduct virtual kick-off meeting to review project objectives, schedule, key issues, assumptions, approach, and available data	1	2	2	0	2	0	7
1.3 Review initial data/documentation provided by City staff and submit supplemental requests and/or clarifications.	0	1	2	0	3	0	6
Task 2 Projections of Revenue Under Existing Rates							
2.1 Prepare water and wastewater customer and demand analysis by customer class to determine projected trends in usage patterns, number of water and wastewater system customers, ERCs and usage, as well as I&I and water loss per data provided by the City.	0	1	4	0	6	0	11
2.2 Develop annual revenue projections for both utilities at current rates as well as all projections of other revenues	0	1	2	1	3	0	7
2.3 Review projections with City staff and adjust as required.	0	2	3	0	4	0	9
Task 3 Development of Revenue Requirements & Cash Flow Analysis							
3.1 Input financial and billing data into our FAMS financial planning module along with results of Task 2, run the module, and produce preliminary output including a five-year financial management program that will include the following:	0	2	6	1	12	0	21
o Examination of historical and projected expenses (operating, capital improvement and capital equipmen							
o Capital Improvements Program and Capital Financing Plan							
- Project listing by year (routine and anticipated), including integration of specific scenarios and as required							
- Alternative funding sources for capital projects							
- Development of a capital financing plan, including identification of timing and amount of borrowing requirements							
o Borrowing Program							
- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds, State or other programs or bank loans							
- Timing of bond issue(s)/loan(s) to provide required borrowed funds							
- Annual debt service of bond issue(s)/loan(s)							
3.2 o Revenue Sufficiency Analysis, including Cash Flows							
- Annual revenue projections at current rates from Task #2, including a breakdown of revenues from sale of services, interest income, and other revenues							
- Annual operations and maintenance expense projections considering programmatic changes,							
- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc							
o Sources and Uses of Funds Analysis							
o Financial Policy Review							
- Reserve Levels (Minimum Fund Balance Policies) for each fund							
- Beginning and ending funds balances by fund by year							
-							
3.3 Perform internal review, and make adjustments to the model as required in order to simulate the utility's current and/or specific financial dynamics, recognizing any known or anticipated economic or usage impacts from other current drivers	1	2	2	2	3	0	10
3.4 Meet with City staff in a Web Based interactive work session to review preliminary cash flow results and revenue adjustment needs	0	3	3	0	3	0	9
3.5 Make adjustments per input from City staff in the prior sub-task and distribute workbook of assumptions, inputs, and preliminary results for staff review.	0	1	2	1	3	0	7
3.6 Meet with City staff in a Web Based interactive work session to review adjusted results.	– Included in Task 6.2f –						
3.7 Perform adjustments per input from City staff and determine plan of rate annual revenue adjustments and revenue requirements for the test year.	0	1	1	1	2	0	5
Task 4 Development of Customer Classes, Review of Wholesale Customer Agreements							
4.1 Review existing retail customer classes and based on discussions with staff, our experience, and available customer data determine if modifications to existing classes are warranted. Review with City staff and adjust based on their input	1	2	4	1	6	0	14
4.2 Review existing City Wholesale customer agreements and provide suggested input for any wording modifications	1	4	4	1	1	0	11
Task 5 Cost of Service Allocations							
5.1 Identify all test year costs/cost of service revenue requirements associated with the provision of water and sanitary sewer service from the preferred financial forecast alternative as well as depreciation and rate of return components for integration into the cost allocation module.	0	1	2	1	3	0	7
5.2 Identify appropriate system functional components and appropriate cost of service allocation methodology (per existing agreements with other jurisdictions, AWWA Manuals, WEF Manuals, and common industry practices).	1	2	4	1	4	0	12

City of Wyoming, MI

Water and Sewer Rate Study Project Work Plan and Cost Estimate Schedule

	Project Tasks	Estimated Labor Hours						Total Project
		PD	PM	Ld Cons	Senior Adv/ QA/QC	FA	Admin	
	Resources →	Zieburtz	Bauman	Maher	Crau	Juliano	Lambert	
	Hourly Rates →	$325	$250	$225	$275	$175	$100	
5.3	Allocate costs/revenue requirements to identified functional cost components for each respective utility system and determine unit cost of each function, with particular attention to charges for monitoring, sampling, and high-strength wastes.	0	1	4	1	4	0	10
5.4	Allocate costs of each functional component to identified customer classes based upon appropriate customer class characteristics/criteria.	0	1	2	0	2	0	5
5.5	Compare allocated costs/revenue requirements by customer class, and other customers, to revenue generated by existing rates.	0	1	1	0	2	0	4
5.6	Review results with consulting team, make required adjustments and identify key discussion points for review with City staff.	1	1	2	1	2	0	7
5.7	Meet with City staff in a Web Based interactive work session to review preliminary results.	2	2	3	0	3	0	10
5.8	Make adjustments as required based upon input from City staff and distribute workbooks of preliminary results.	0	1	2	1	3	0	7
5.9	Meet with City staff in a second Web Based interactive work session to review adjusted results	-- Included in Task 6.2f --						
5.10	Perform adjustments as required based upon input provided by City staff and finalize cost allocation analysis and corresponding cost allocation plan.	0	1	2	0	1	0	4
Task 6	Design of Retail and Wholesale Rates							
6.1	Conduct a diagnostic analysis of current water and wastewater rates (Retail and Wholesale) to identify strengths and weaknesses in terms of but not limited to the following:	0	2	2	0	0	0	4
	a. Compliance with legal precedent, existing agreements, and generally accepted industry practice (national and local).							
	b. Fair and equitable distribution of costs to customers in proportion to the benefit received and/or demand placed on the system.							
	c. Consistency with policies and management objectives regarding such things as affordability, conservation, economic development, etc.							
	d. Fiscal stability/risk of the utility and ease of administration/understanding.							
6.2	Develop User Fees:							
	a. Load billing history data into our FAWS rate model, create a bill frequency analysis, and perform a revenue test to ensure accuracy of data.	0	0	2	0	4	0	6
	b. Set up the rate models in conformance with all agreements, the rate design evaluation in Task 6.1, and the cost allocation results above.	0	0	1	0	2	0	3
	c. Run the model and prepare alternative rate structures.	1	2	4	2	4	0	13
	d. Prepare a customer impact analysis to compare alternative water and sewer rates for each customer class to existing rates.	0	1	2	0	3	0	6
	e. Review results with consulting team and adjust as required.	1	1	2	1	2	0	7
	f. Meet with City staff in second interactive work session (virtually) to review adjusted results.	2	2	3	0	4	0	11
	g. Perform adjustments based upon City staff input and finalize the proposed rate structure options.	0	1	1	1	2	0	5
Task 7	Financial Planning and Rate Model							
7.1	Finalize all workbook schedules and provide to Staff	-- Included in above tasks --						
7.2	Finalize Excel Models used in analysis and provide to City staff, including 2 virtual training sessions for all interested City staff	0	5	5	0	6	0	16
7.3	Assist City staff as needed with the implementation of any rate structure recommendations from Final Report	0	2	3	1	1	0	7
Task 8	Deliverables							
8.1	Prepare a Draft report of study findings for City staff review/comment	3	3	4	2	6	1	19
8.2	Prepare Final report incorporating all comments received and deliver to City	1	2	2	1	3	1	10
8.3	Review existing contracts and possibly ordinances to integrate final recommendations of the analysis	1	2	2	1	2	0	8
Task 9	Meetings and Presentations							
9.1	Prepare for and present virtually study findings to City staff, officials, and any customer advisory groups	2	4	4	1	4	0	15
9.2	Prepare for and present study findings to City Council in-person (1 meeting)	1	4	4	1	2	0	12
Total Estimated Labor Hours		20	65	99	24	119	3	330
Total Estimated Fee								$72,750
Total Estimated Expenses								$700
Subconsultant Fees								$0
Total Estimated Project Cost								**$73,450**

9. Similar Projects

We have the experience to guide the City of Wyoming through a successful rate study. We know we'll have much to learn about your system, from the nature of your fixed assets to your contracts with outside users, to the importance of your industrial base, to your policies and practices regarding debt funding and capital investment. But our team is unusually well experienced in Michigan, with extensive experience serving communities working through major economic changes, population reductions (and increases!), change in per-capita usage, and multiple contracts for service to relevant communities. These "wholesale" contract arrangements can be critical for water and sewer providers from the perspective of the importance of the revenue stream and cost implications, but also sometimes as related to cost allocation requirements and impacts on all rates and charges.

Our analytical tools are the same and our fundamental approach is consistent, but local conditions always dominate a successful rate study. As an example, Wyoming is fortunate to be able to continue to rely on the continued presence of local industry, but we know that this benefit comes with corresponding obligations and requirements, so we will pay particular attention to industrial rates/surcharges. Below are project descriptions and references for relevant work completed for municipalities in Michigan.

WHOLESALE WATER & SEWER COST-OF-SERVICE & RATE STUDY

Location: Alpena Township, Michigan

Key Project Team Members:
Andrew Burnham, James Bearman, Isalah Barnes, Ethan Harden

2018-Present

Client Contact:
William Fahey, Township Attorney Fahey, Schultz, Burzych, and Rhodes)
Phone: (517) 381-3150
E-mail: wfahey@fsbrlaw.com

Alpena Township purchases wholesale water and wastewater services from the City of Alpena. The two entities have been involved in a lengthy dispute since 2014 over the appropriate rate levels for Alpena Township to pay the City of Alpena for such water and wastewater services. Stantec was engaged by the Township and its attorneys to develop appropriate rates to be paid by Alpena Township.

Challenges: The two parties did not come to acceptable terms on their own and the dispute escalated into a proceeding before Judge Mack in 26th Circuit Court in Alpena County, File No.: 14-006077-CK.

Solutions: Stantec utilized financial and operating data obtained from the City of Alpena and Alpena Township to determine the revenue requirements for the City's water and sewer enterprise funds for the period of July 1, 2014 through June 30, 2017. This analysis was presented to the City of Alpena and its rate consultant, and through written testimony and exhibits submitted by Stantec's Andrew Burnham in the 26th Circuit Court Proceeding. Stantec utilized this analysis to initiate a comprehensive cost-of-service allocation analyses to identify costs attributable to service provided by the City to their residents as well as for the wholesale service received by the Township from the City. Key cost allocation issues addressed were relative to allocations of costs associated with addressing inflow and infiltration, pipe size/system segments utilized for wholesale versus retail service, and proper treatment of the Township owned collection line and exclusion of those volumes in allocating certain wastewater system costs, particularly associated with the collection system. Throughout this analysis, Stantec personnel regularly interacted with the Township attorneys, staff, the Board, and the City's rate consultant to explain our analysis and methodology employed to develop the water and wastewater rate analysis, and to prepare them to address questions that were expected to arise because of the proposed rate analysis.

COMPREHENSIVE WATER AND WASTEWATER RATE STUDY

Location: Midland, Michigan

Key Project Team Members:
Andrew Burnham, James Bearman, Tracey Moher, William Zieburtz

2021-2022

Client Contact:
Peter Schwartz, Director, Water Services
City of Midland, MI 48640
Phone: (989) 357-3515

Overview: The City of Midland, Michigan provides water and wastewater services to its residents, many large industrial customers, and several Connected Jurisdiction water and wastewater wholesale customers. They requested completion of a comprehensive rate study as well as our Excel based models utilized in the analyses, including staff training on the use of those Excel models.

Challenges: The City's last rate study was completed in the 1990's and the current employees had no knowledge of that previous process. In addition, the City serves major industrial clients and Connected Jurisdiction wholesale customers so attention to operating agreements and system operations was required during the cost allocation process of the study. Lastly, the City had significant capital improvement projects that necessitated higher than normal rate increases to their water and sewer customers.

Solutions: Stantec completed a revenue sufficiency analysis for the City's water and wastewater system and developed an equitable cost allocation analysis to assign costs to each of the City's Connected Jurisdiction wholesale customers and to the City's retail customers. We used our FAMS model to develop alternative ten-year financial management plans and plans of annual rate adjustments that would be necessary to meet all the utility's financial obligations, including appropriate fixed fee recovery by rate mechanism, appropriate reserve levels, and annual capital improvement funding needs. We customized our models to integrate the multi-year infrastructure and asset management plans of the City to ensure the sustainability of the system and assisted the City in developing recommended reserve policies. We also developed supportable/defensible capacity fees for new customers attaching to both utility systems. Lastly, we provided the Excel based financial models to the City and appropriate training as to the operation of both models. After several interactive sessions with the City, two presentations to the City Council were completed with preliminary and final results of the analyses. City Council ultimately approved and implemented our rate increase recommendations.

COMPREHENSIVE WATER AND WASTEWATER RATE STUDY

Overview: The City of Battle Creek, Michigan provides water and wastewater services to its residents, many large industrial customers, and several Connected Jurisdiction water and wastewater wholesale customers. They request completion of a comprehensive rate study every five years.

Challenges: The City's last rate study was completed in 2016 and several key assumptions in that analysis were not well documented. In addition, the Connected Jurisdiction customers, were opposed to any significant rate increases, despite the need for significant capital spending by the City. Lastly, one of the City's largest customers announced they would soon cease operations at their Battle Creek facility.

Solutions: Stantec completed a revenue sufficiency analysis for the City's water and wastewater system and developed an equitable cost allocation analysis to assign costs to each of the City's Connected Jurisdiction wholesale customers and to the City's retail customers. We used our FAMS model to develop alternative ten-year financial management plans and plans of annual rate adjustments that would be necessary to meet all the utility's financial obligations, including appropriate fixed fee recovery by rate mechanism, appropriate reserve levels, and annual capital improvement funding needs. We customized our models to integrate the multi-year infrastructure and asset management plans of the City to ensure the sustainability of the system and assisted the City in developing recommended reserve policies. We also developed supportable/defensible fire suppression and capacity fees for new customers attaching to both utility systems. After several interactive sessions with the City, a presentation to the Technical Review Committee, comprised of certain Connected Jurisdictions and large customers, and an additional presentation to members of the City Commission, the parties agreed the revenue sufficiency analysis, cost allocation methodology, and the water and sewer rate schedules/fees proposed by Stantec for FY 2022-2026 were reasonable and appropriate. The City Commission approved all charges to be implemented as developed.

Location: Battle Creek, MI

Key Project Team Members:
Andrew Burnham, James Bearman, William Zieburtz

2020-2021

Client Contact:
Perry Hart, Utility Administrator
City of Battle Creek, MI 49014
Phone: (269) 966-3481
E-mail: plhart@battlecreekmi.gov

10. Subconsultants

Stantec's Financial Services can provide all needed services in-house, so no subconsultants will be needed.

11. Additional Information – Resumes

Bill Zieburtz - *Project Director*

Education: *Bachelor of Administration/Master of Science, Economics, University of Georgia, Athens, Georgia*

Bill is an economist and management consultant experienced in economic, business process, financial planning, and socio-economic issues facing local governments and utilities. His diverse experience includes rate, cost of service, rate design, planning, regionalization, impact fee, valuation, optimization, financing and feasibility studies for solid waste, water, wastewater, stormwater, and other local government and regional projects; evaluations of funding alternatives; comprehensive planning; projections of population and economic growth; development and negotiation of utility acquisition, merger, and service contracts; economic development planning; and economic impact analyses of policy decisions and capital improvement programs. Bill has conducted utility financial and pricing studies in high profile and contested environments, conducted system consolidation studies, helped facilitate multi-utility service agreements, conducted management audits, provided expert witness testimony, and assisted with the development of operating and capital planning budgets.

Project Experience

Tempe Water and Sewer Rate Study, AZ | Technical Advisor
The study included the development of several alternative multi-year financial plans and corresponding plans of annual rate adjustments that were reviewed on-site with staff in an interactive setting. Stantec also completed a detailed cost-of-service allocation analysis and rate design study, which resulted in recommendations for adjustments to enhance the affordability of existing rates. Finally, we participated in multiple special-purpose presentations with stakeholders to educate the community on the rate study process and the new rate structure.

Harpeth Valley Utilities District, TN | Technical Advisor
Bill has provided strategic support for a comprehensive cost-of-service study that supports efforts to address rate design, build a modern financial planning model, and conduct a full-cost connection charge study. The current rate structure was analyzed considering cost-of-service results, and multiple workshops were held with the Board to share results and obtain policy direction. A full-cost connection charge study is also being conducted to provide an equitable and cost justified basis for new growth to "buy in" to the District's systems.

JEA, FL | Project Director
Bill provided analysis regarding alternative approaches to extending sewer service to neighborhoods currently served by failing septic tanks. Our analysis provided information on alternative business organizations and alternative structures of rates and charges used by wastewater utilities. We explained alternative funding approaches including connection fees, utility revenues, deferred payment plans, outside sources of funds, and liens related to the future sale of properties; and provided guidance regarding the phasing of projects and communication.

James Bearman - *Project Manager*

Education: *Bachelor of Science in Accounting, Lake Superior State University, Magna Cum Laude*

Jim has 40 years of regulatory experience addressing revenue requirements, cost allocation, pricing, and tariff development topics for water, sewer, electric, and natural gas utilities. Prior to joining Stantec, he was employed for over 35 years by a major Michigan-based electric and gas transmission and distribution utility and led numerous cost allocation/cost separation studies to properly assign costs to respective customer groups and/or specific customers themselves. At Stantec, Jim provides managerial and technical services to our project team, utilizing his extensive regulatory experience on several water, wastewater, and electric client issues, particularly the integration of CIP/asset management plans into sustainable financial plans for numerous clients' enterprise funds.

Project Experience

City of Jackson, MI Wastewater Cost Assignment| Project Manager

Jim oversaw the allocating of City wastewater system costs among users, including surrounding townships and a prison. He led the development of the revenue sufficiency needs for the City's Wastewater Enterprise Fund. He also led discussions between the customer group and the City as to what portion of those costs each major customer should bear. He assisted in the development of a connection fee calculation for new customers to the system.

City of Battle Creek, MI Water and Wastewater Rate Analysis | Project Manager

Jim advised the Stantec team regarding detailed cost allocation, rate structure analysis, and development of a multi-year financial plan for each utility. He assisted in developing the system's revenue requirements within the City's service area, including costs associated with connected communities. He participated in the development of specific cost allocation factors to ensure appropriate recovery of differentials in cost of service for all classes of customers. Lastly, he helped present the results to the Township customers and City Council.

City of Midland, MI Water and Wastewater Rate Analysis, Model Training | Project Manager

Jim directed the completion of the City's first rate study since the early 1990's. The Stantec team developed revenue requirements for both utilities, the assignment of those costs to retail and wholesale customers, including two large industrial customers, and developed a five-year rate plan. He presented the preliminary and final recommendations to City Council. Lastly, he participated in training to City staff on how to use and modify each of the financial models Stantec developed during the analysis.

Eric Grau PMP - *Advisor/QA/QC*

Education: *Bachelor of Science/Master of Business Administration in Finance, University of Florida*

Eric has over 18 years of experience in providing cost of service allocation analyses, long-term financial planning and sustainability analyses, development and evaluation of alternative rate structures, as well as the development of capacity charges for water, wastewater, reclaimed water, stormwater, solid waste, and recycling utility systems, and he has participated in or managed over 200 such studies. Eric has superior financial, business, and analytical skills, and has provided our consulting practice with exceptional financial analyses based upon applications of sound financial and economic concepts with an unparalleled attention to detail. Eric is skilled in the use of our proprietary interactive model and his technical skills have enhanced our interactive process. He has provided our clients with exceptional problem-solving analytics and a streamlined approach to financial planning and rate making.

Tracey Moher - *Lead Consultant*

Education: *Bachelor of Science in Accounting, University of Pittsburgh, Pittsburgh, PA*

Tracey works as a Managing Consultant in the Financial Services group of Stantec. She has over ten years of experience managing projects and client relationships related to water, wastewater, stormwater, and solid waste finance and business operations. Additionally, Tracey has worked with clients developing system development fees, and conducting cost allocation plans and miscellaneous fees studies. Tracey's background in finance and accounting provides a well-rounded understanding of utility operations and capital planning combined with economic evaluations and financial planning. She has managed multiple engagements across the country that involve the development of dynamic financial models related to utility and local government operations, rates, and fees.

Nicholas Juliano - *Data Analyst*

Education: *Bachelor of Arts Mathematics, Bachelor of Arts, Economics, Westfield State University, Westfield, MA*

Nicholas is a Financial Analyst with the Stantec Financial Services team and has more than a year of municipal financial consulting experience. He has become one of the leaders of our Special Assessment programs with a focus on fire and stormwater analysis modeling, and the development of fair and legally defensible impact fee studies. Nicholas has served as the Financial Analyst in the development of financial forecasts, impact fee programs, and special assessments using our interactive, decision support modeling

process for various public agencies. He has strong, adaptive financial modeling skills and experience interpreting large data for our clients. He's demonstrated the ability to customize financial analyses to meet client needs and leverage our modeling platform as a powerful consulting tool. He has strong Excel modeling skills and has experience working with large data sets and financial models, including our proprietary interactive FAMS model and specific property data, billing data and assessment modules.

12. Proposed Contract Exceptions

If selected, Stantec believes it can reach an acceptable contract agreement with the City. However, in response to your RFP, Stantec would offer the following exceptions to those City Contract Standard Terms and Conditions and Risk Allocation and Insurance indicated in the RFP.

- Page 6 of 19, Section 10, delete as not applicable to the rate study requested.
- Page 7 of 19, Section 11, delete the words "damaged during or as a result of any work" and add the words "to the extent caused by the Contractor's negligence".
- Page 7 of 19, Section 14, delete the word "records" and insert the words "Notwithstanding the foregoing, the City's right to inspect, copy, and audit shall not extend to the composition of Contractor's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.
- Page 8 of 19, Section 17, Part B, add the following words at the beginning of that Part B, "If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, then either party may initiate litigation.
- Page 9 of 19, Section 18, Part E, delete the word "designee's".
- Page 9 of 19, add new Section 19, Limits of Liability, with the following words added "The total amount of all claims the City may have against Contractor under this Agreement or arising from the performance or non-performance of the Work under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, shall be strictly limited to the lesser of the fees or $150,000. As the City's sole and exclusive remedy under this Contract any claim, demand or suit shall be directed and/or asserted only against the Contractor and not against any of the Contractor's employees, officers, or directors.

  Neither the City nor the Contractor shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected to the Contract or the performance of the Work on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.
- Page 9 of 19, Section 1, Part A, insert the words following contract. "Contractor's responsibility for property damages shall be limited to damages to the extent arising from its Work and shall not extend to the pre-existing conditions or defects in the property unless caused by Contractor's negligence.
- Page 9 of 19, Section 1, Part B, strike the words "and defend them (with legal counsel reasonably acceptable to the City)". Also strike the words in the third line, "as a result of Contractor's work or performance of this Contract" and add the following words "to the extent caused by the negligence of Contractor in the performance of Work". Strike the words at the end of the fourth line, "claims, demands, judgements" and add the word "damages". On the fourth line, insert the word "reasonable" between any and costs. Strike the words in line 6, "as a result of Contractor's Work under or performance of this Contract" and insert the words "to the extent caused by the negligence of contractor in performance of work".
- Page 9 of 19, Section 1, Part C, add the words "1 A(iii) and" in front of 1 B.
- Page 9 of 19, Section 2 A, Commercial General Liability Section, delete the words "insureds or", second paragraph, Line 1.
- Page 9 of 19, Section 2 A, Automobile Liability Insurance Section, Delete $1,000,000 per person and add $1,000,000 combined single limit (per accident); Strike $1,000,000 per occurrence; Delete the first line and the words "Shall include an endorsement stating the following should be Additional"; On the second line, delete the words "insureds or".
- Page 10 of 19, Section 2 A, Excess/Umbrella Insurance, second paragraph, first line, strike the words "insureds or".
- Page 10 of 19, Section 2 A, Environmental/Pollution Liability, second paragraph, first line, strike the words "insureds or".
- Page 10 of 19, Section 2 B, strike the words in the second line, "non-renewal" as well as "and/or material change" but add in the words "in limits" after the word reduction. In the fifth line, strike the word "policies".
- Page 19 of 19, Section 1, insert the following "/or" after the existing word "and".

BID/PROPOSAL FORM

Bid/Proposal for Water and Sewer Rate Study

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:	YES	NO
Section 3 Certified Contractor?	X	

If yes, DUNS #: 107-880-1587

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

If yes, list name and relationship: _____

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	YES	NO
Woman Owned Company?		X
Minority Owned Company?		X

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

_____

BID/PROPOSAL FORM CONTINUED

Bid/Proposal for Water and Sewer Rate Study

As detailed in the specific requirements, the consultant is expected to provide project cost information as part of their proposal, which shall be included by reference into these contract documents unless otherwise agree to.

A not-to-exceed price shall be included as part of this form submittal. $73,450

Price per additional public meeting. $850

Hourly rate for additional rate model training. $725 (total cost)

Stantec Consulting Services Inc.
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

William B. Zieburtz, Jr.
[2nd signature for proponent]

James Bearman, Principal
[Printed name and title of person signing]

Bill Zieburtz, Director
[Printed name and title of 2nd person signing]

Date signed: July 6, 2023

1168 Oak Valley Drive Suite 100
[Proponent's street address]

(734)761-1010
[Proponent's business phone]

Ann Arbor Michigan 48108
[City] [State] [Zip]

(517) 755-7502
[Cell phone number(s) of person(s) signing for proponent]

james.bearman@stantec.com
[E-mail address(s) of person(s) signing for proponent]

Corporation
[Proponent's form of business – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

JUL
Wyoming
Wyoming

CONTRACT FORM

This Contract Form on the next page must be completed and signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

WATER AND SEWER RATE STUDY CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **Water and Sewer Rate Study** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of July 11, 2023 and related required materials (the "Bid") that was selected by City.

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means: Stantec Consulting Services Inc.
LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation; State of New York
FORM OF BUSINESS and STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

475 Fifth Avenue 12th Floor
STREET ADDRESS

New York (CITY) | NY (STATE) | 10017-7239 (ZIP CODE)

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor

By: _____
Signature for Contractor

James Bearman
Printed Name & Title of Person Signing

Date signed: July 6, 2023

RECEIVED
JUL 10 2023
City of Wyoming