AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 18, 2019, 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 February 4, 2019 Regular Meeting and the February 11, 2019 Work Session
7) **Approval of Agenda**
8) **Public Hearings**
   If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
   7:01 p.m. To Consider Approval of an Application for the Transfer of Industrial Facilities Exemption Certificates in the City of Wyoming for Wolverine Glass Products, LLC
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. Kent County Essentials Needs Task Force, by ENTF Director Wende Randall
       2. WYDPS Kids Closet, by Police Officer Jenny Eby
    b) Proclamations
11) **Petitions and Communications**
    a) Petitions
    b) Communications
12) **Reports from City Officers**
    a) From City Council
    b) From City Manager
13) **Budget Amendments**
    a) Budget Amendment No. 47 – To Appropriate $712,362.00 of Additional Budgetary Authority to Fund Contributions from the Building Inspections Fund for OPEB Costs and Recognize the Contributions in the Retiree Health Trust Fund

14) Consent Agenda

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

a) To Reappoint Kent Vanderwood to the Kent County Waste-to-Energy Advisory Committee

b) To Set a Public Hearing on the Proposed Wyoming Community Development 2019/2020 One Year Action Plan (April 1, 2019 at 7:01 p.m.)

c) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Wolverine Glass Products, LLC, 3400 Wentworth Drive SW, in the City of Wyoming (March 4, 2019 at 7:01 p.m.)

15) Resolutions

d) Of Sympathy to the Family of Donald L. Mason

e) Of Sympathy to the Family of Donald Martin Walters, Jr.

f) To Approve the Transfer of Industrial Facilities Exemption Certificates for Wolverine Glass Products, LLC

g) To Create a Fund in the City Chart of Accounts to Accept MIDC Grant Funds and to Charge MIDC Plan-Related Costs

h) To Approve, Authorize and Direct the Mayor and City Clerk to Sign, and to Authorize and Direct City Personnel to Implement the MIDC Grant Agreement (Budget Amendment No. 49)

i) To Authorize the City Manager to Sign the Kent County Essential Needs Task Force (ENTF) Governance Memorandum of Understanding (MOU)

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

j) To Accept a Proposal from Houseal and Lavigne Associates to Provide a City Master Plan and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 48)

k) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Rehabilitation and Widening of the Interurban Trail from Kelloggsville Park to 32nd Street

l) To Accept a Quote from Johnstone Supply for the Purchase of HVAC Parts

m) To Accept a Proposal from Black and Veatch Corporation to perform an Ultraviolet Light Disinfection Study at the Clean Water Plant and to Authorize the Mayor and City Clerk to Execute the Contract

n) For Award of Bid

1. Fertilizer

17) Ordinances

4-19 To Amend Chapter 70, Article II, Division 2, of the City Code to Limit Parking on City Streets Between December 1 and March 31, to Authorize Additional City Personnel to Issue Citations, to Provide Penalties for Violations and to Provide for Removal of Offending Vehicles After 48 Hours IMMEDIATE EFFECT

18) Informational Material

Local Officers Compensation Commission Recommendation

19) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please

provide your name and address when approaching the podium. There is a 3 minute limit per person.

20) Closed Session (Pending Litigation—*Wyoming Citizens for Planned Progress and David Douglas v City of Wyoming*)

21) Adjournment

Essential Needs Task Force

2019

Transportation

Food & Nutrition

Energy Efficiency

Economic & Workforce Development

Coalition to End Homelessness

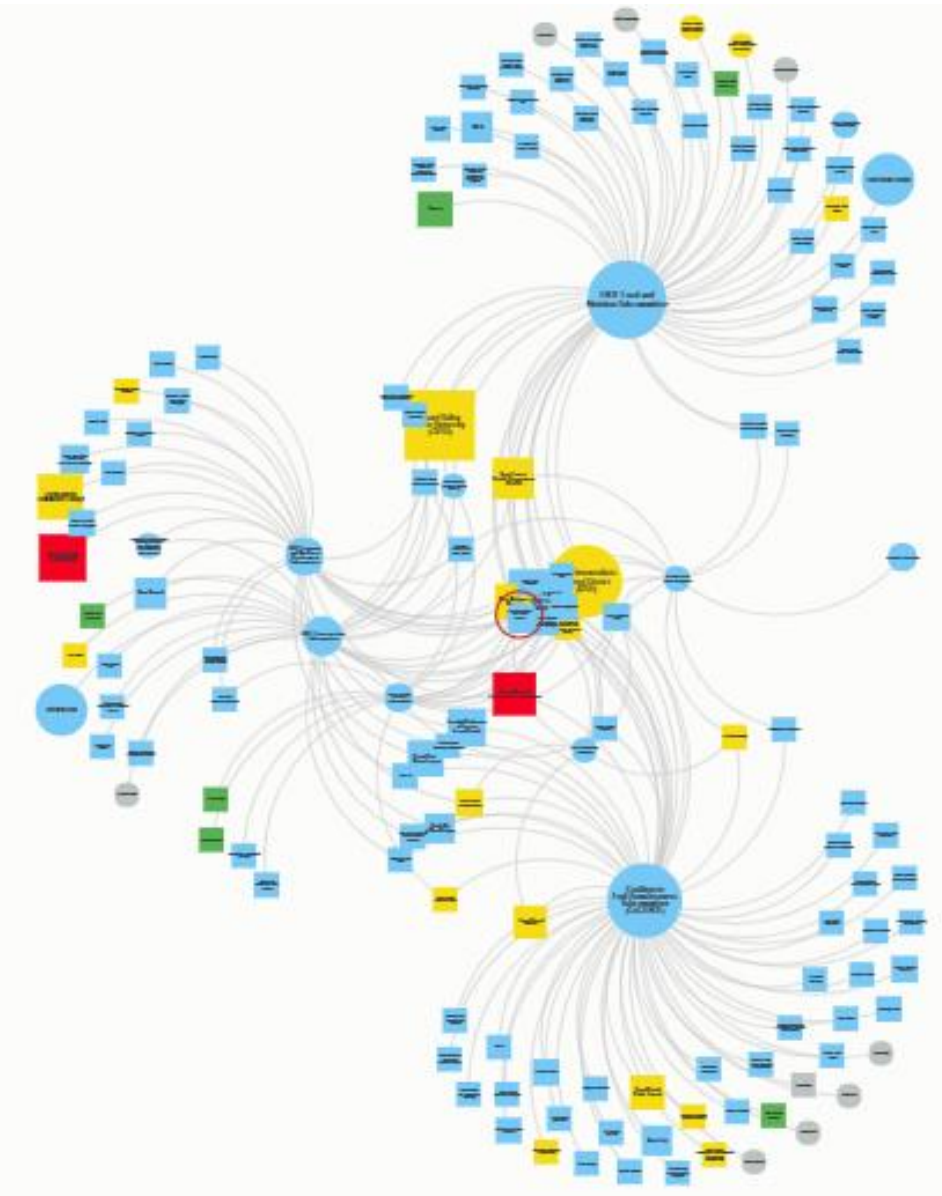
Vision: All Kent County residents have access to resources to meet their basic needs

Assess the basic needs of the community
Set outcome goals and measures
Coordinate and integrate service delivery
Advocate for policy advancement
Leverage dollars
Publish data

ENTF

ENTF Systems Change Components:

- Listening
- Understanding
- Coordinating
- Aligning
- Co-Designing
- Collaborating



ENTF Transportation Committee

Vision:
All Kent County residents have access to multiple transportation choices.

Updates:

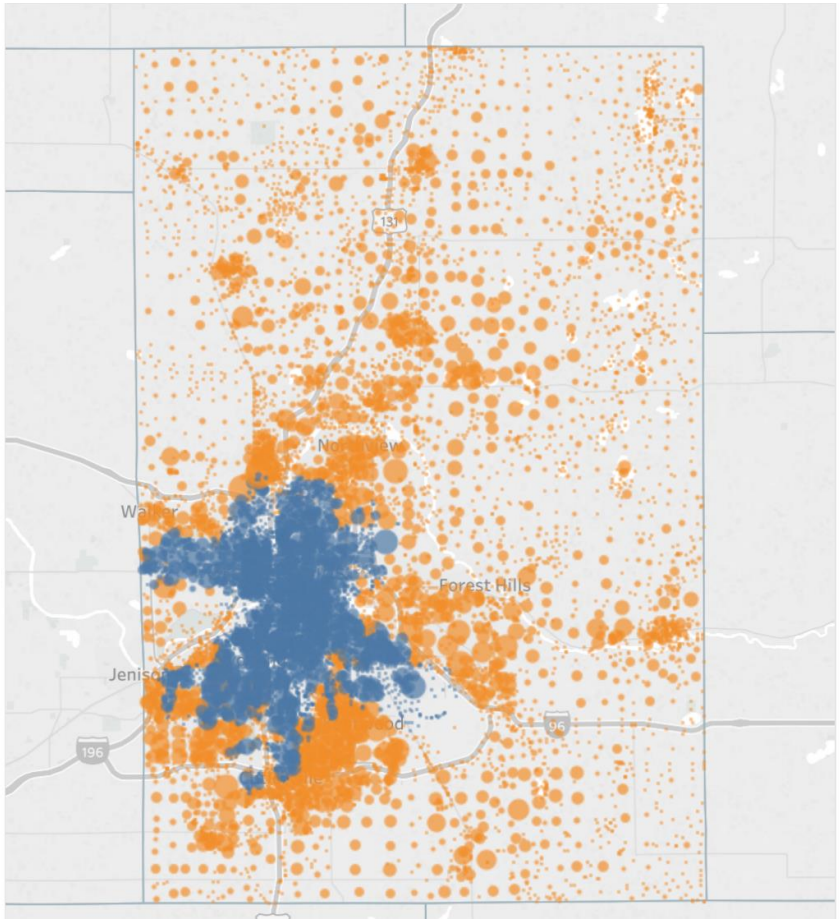
Municipal Survey

Transportation In All Policies Recommendations and Checklist

Revising County CDBG Funds Structure

Supporting collaborative transportation solutions

Adequate access time to all selected major destinations



Estimated population with access:

44.9%

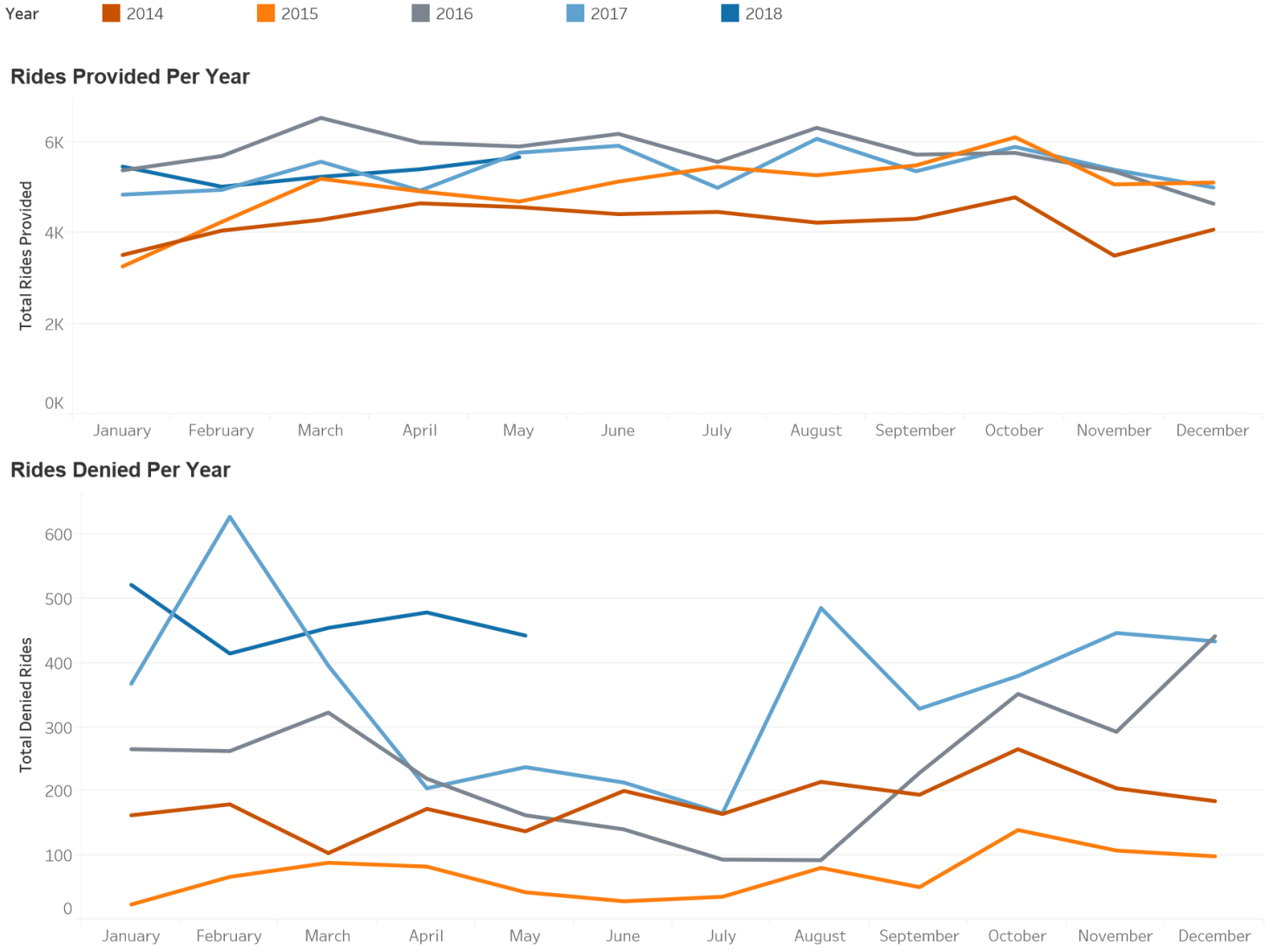
Travel Types and Travel Time Threshold Settings:
45 minutes or less **transit** to nearest **Workforce Development Site**
45 minutes or less **transit** to nearest **Produce Retailer**
45 minutes or less **transit** to nearest **Medical Center**
45 minutes or less **transit** to nearest **Employment Cluster** (>=500 employees)

	Has access	No access	Grand Total
Number of blocks	4,773	6,890	11,663
Population (2010)	270,810	331,812	602,622
% of Population (2010)	44.9%	55.1%	100.0%

WARNING, LATE BETA VERSION: Transit routing and destination sets are still in final testing. Feedback welcome, please contact csr@calvin.edu.

ENTF Transportation Committee

RideLink Rides Provided or Denied Per Year



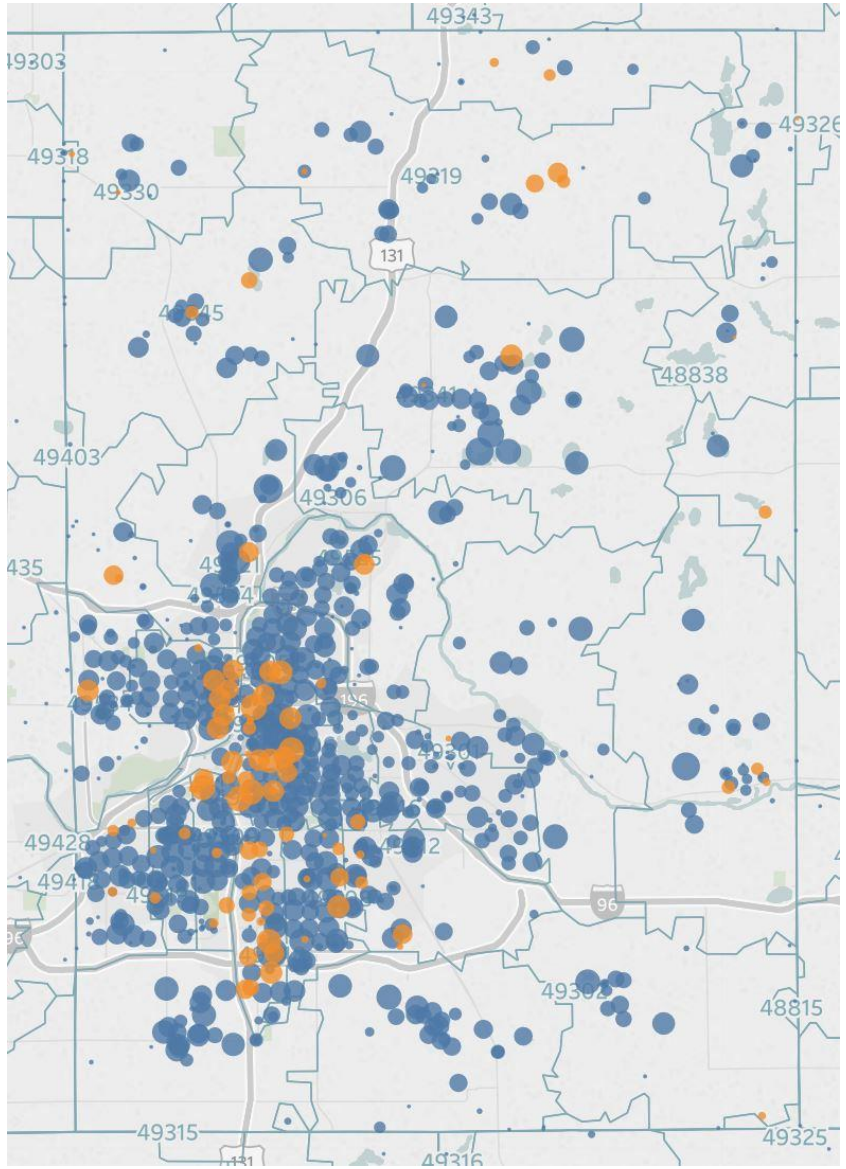
ENTF Energy Efficiency Committee

Vision:

All Kent County residents have adequate utility service.

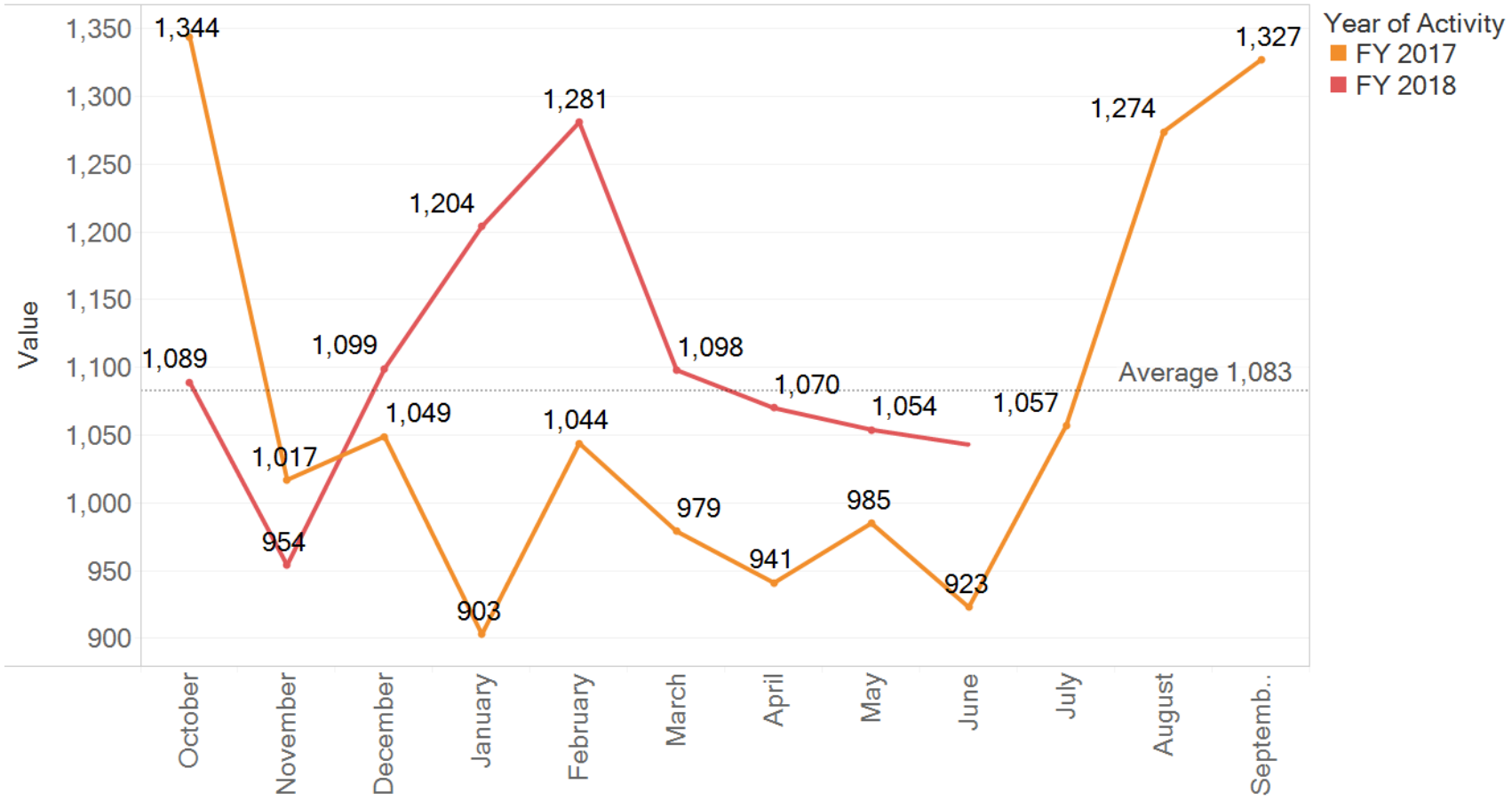
Measure Update:

2016-2017 saw a shift from 86.6% to 89.5% of Consumers Energy customers with uninterrupted electric service in the 12 month period



ENTF Energy Efficiency Committee

Consumer's Energy
# of contracts at or above minimum dunning level Level 40 - Send to review for disconnect



ENTF Economic & Workforce Development Committee

Vision:

All Kent County residents who seek employment will have opportunities at a sustaining level with pathways to economic stability.

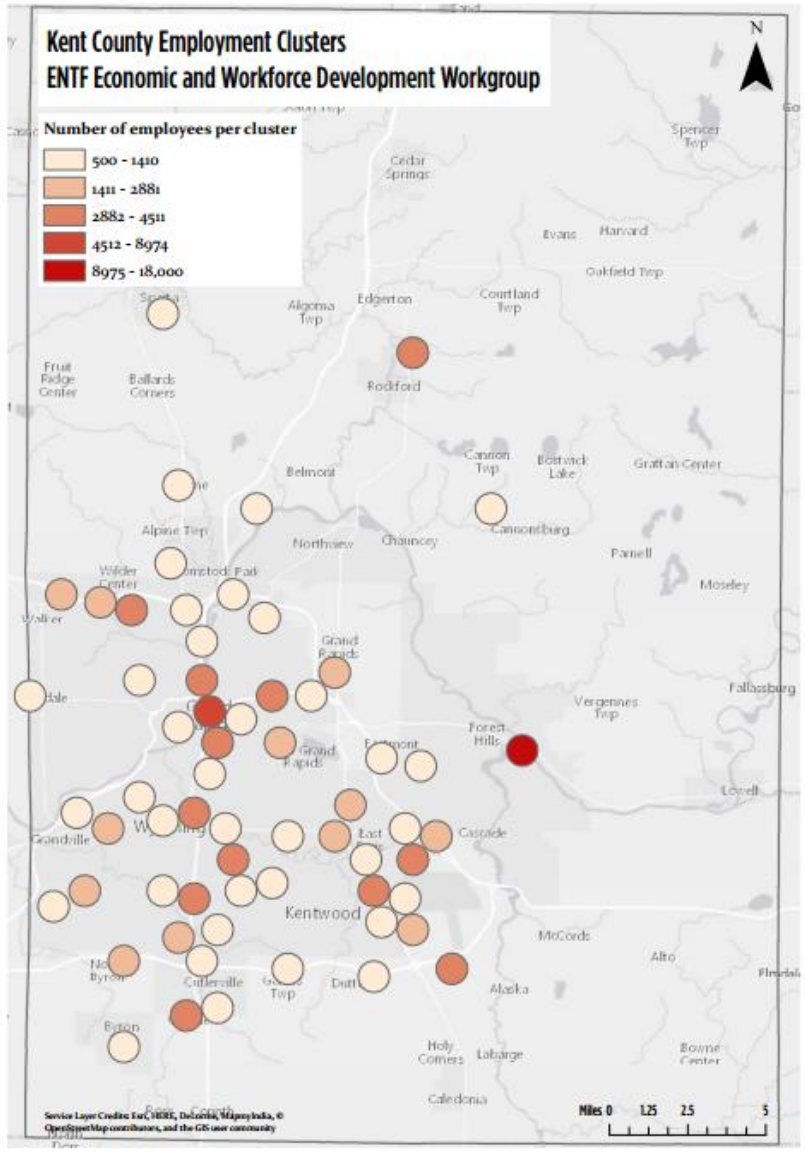
Strategies:

Utilization of best practices

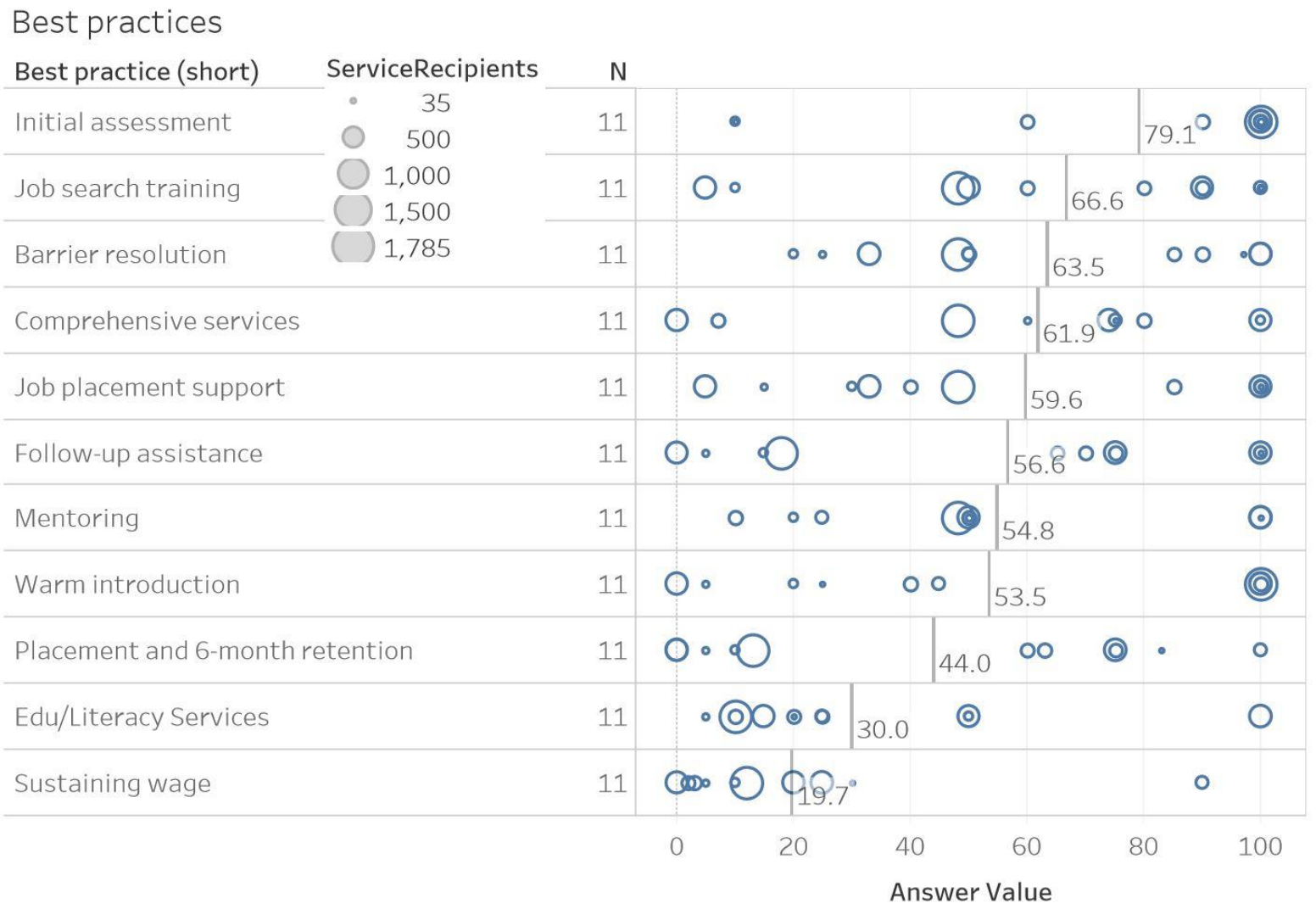
Communication and Engagement across systems

Shared measurement analysis

Equity Tools in practice



ENTF Economic & Workforce Development Committee



ENTF Food & Nutrition Committee

Vision:

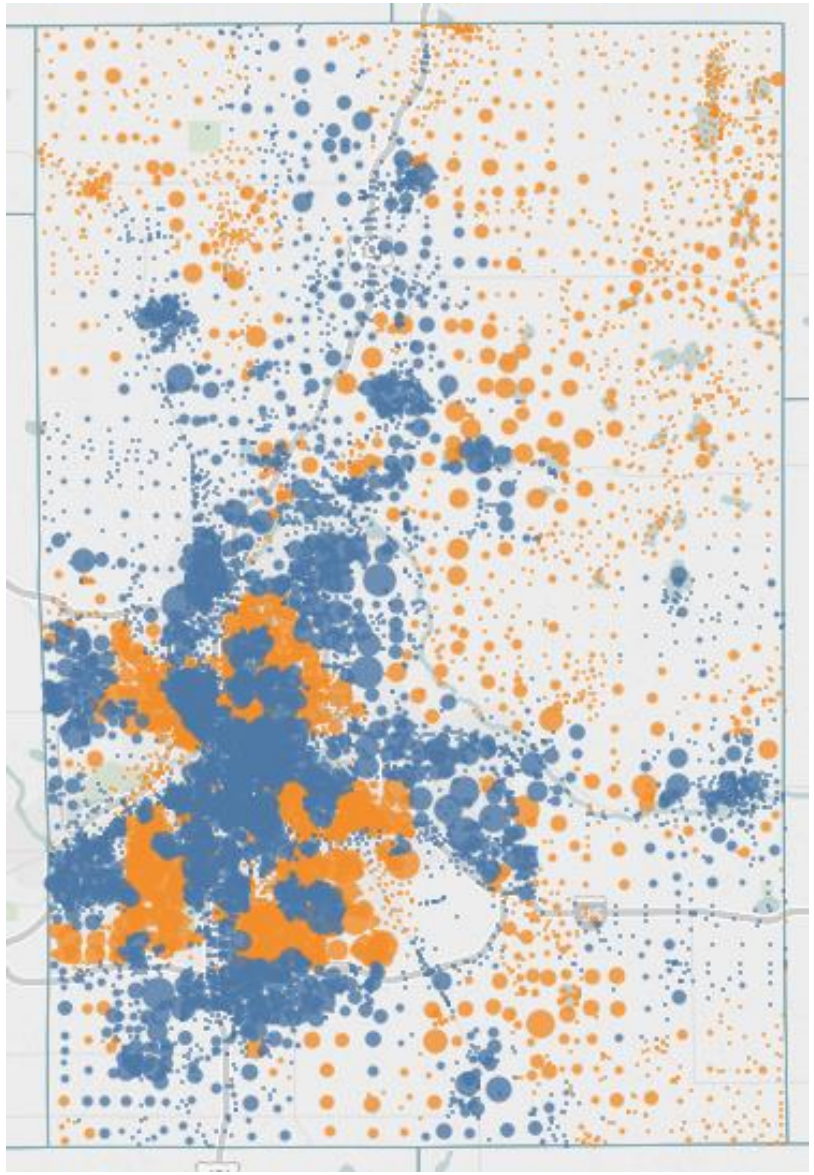
All Kent County residents are food secure and have access to food that is nutritionally diverse.

Updates:

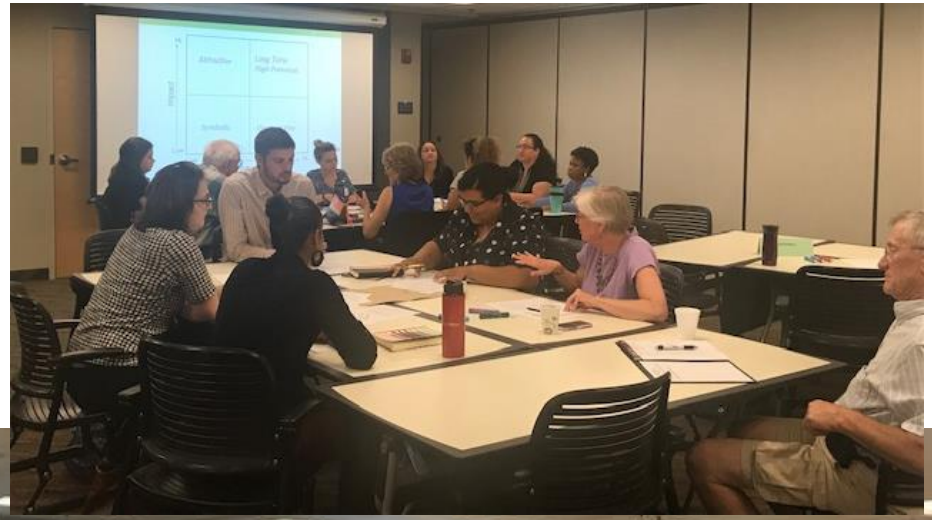
Action Team focus areas: Health, Education, Policy, Community Power

Shared surveying and data analysis

Formation of KC Food Policy Council



ENTF Food & Nutrition Committee



GR Area Coalition to End Homelessness

Vision:

All Kent County residents have stable, affordable housing

Promising practices:

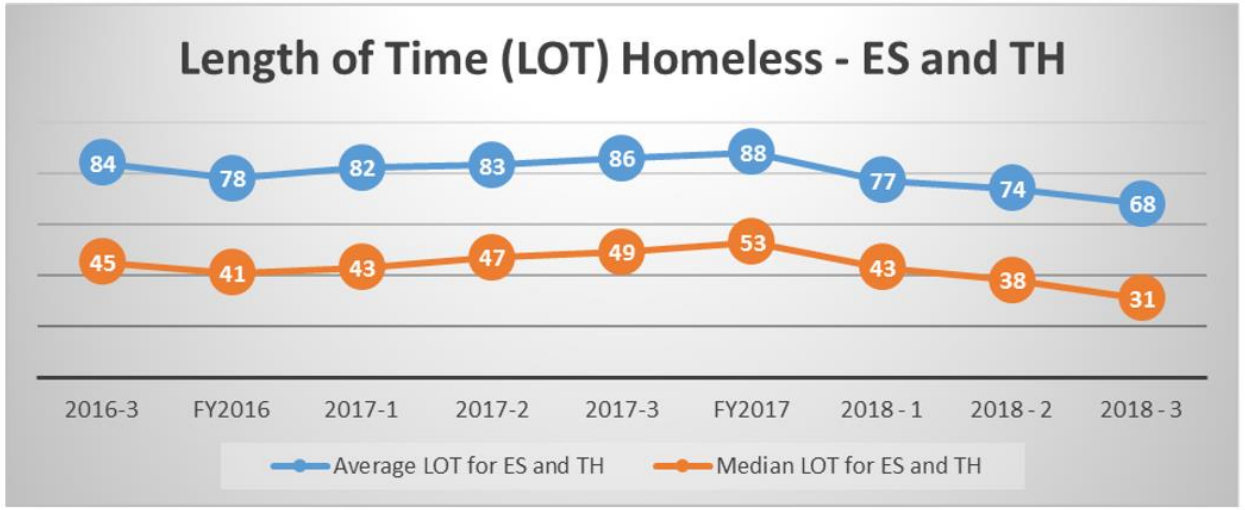
Housing First

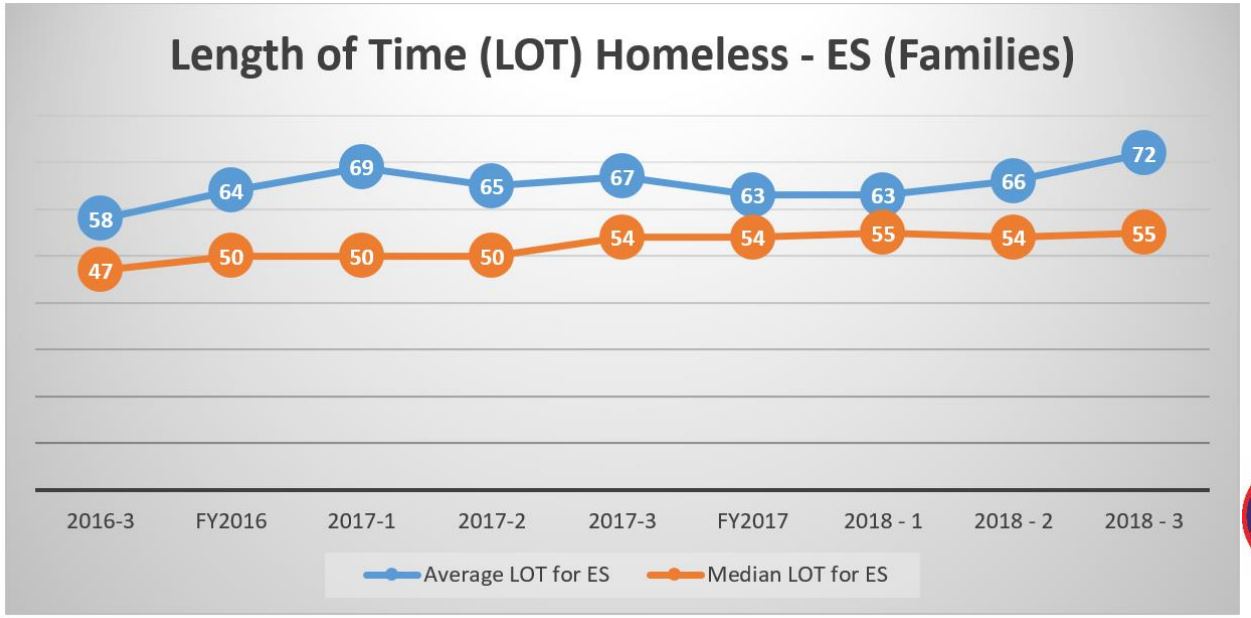
Coordinated Entry

System Performance Measures

Eviction Prevention

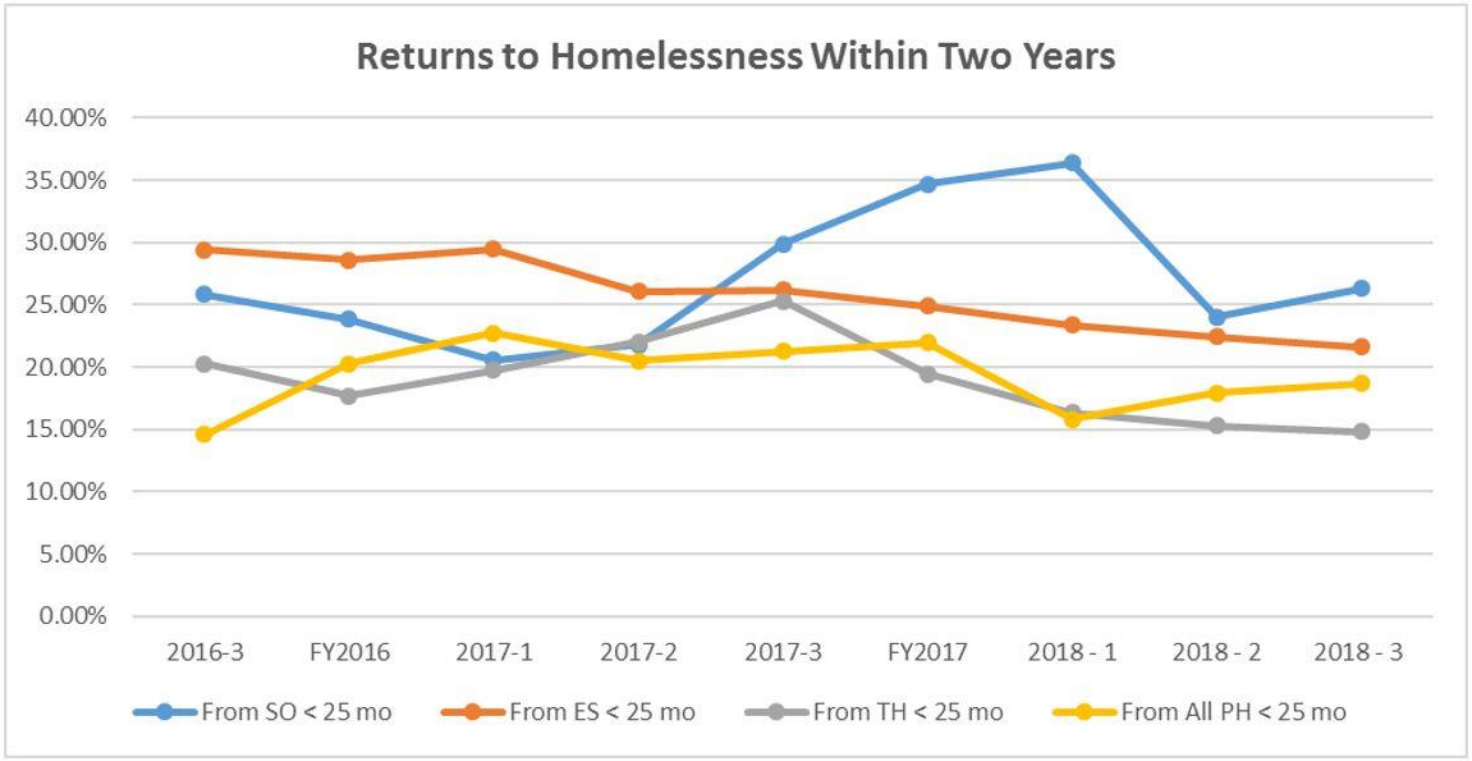
Veteran Housing Partnerships





GR Area Coalition to End Homelessness

Point In Time Counts	2016	2017	2018
Emergency Shelter	594	654	517
Transitional Housing	165	197	158
Unsheltered	41	61	48
Total	800	912	723
Single Persons			
Emergency Shelter	425	474	363
Transitional Housing	50	78	47
Unsheltered	41	55	37
Persons in Families w/ Children			
Emergency Shelter	158	173	153
Transitional Housing	115	119	111
Unsheltered	0	6	10
Unaccompanied Youth	44	62	35
Emergency Shelter	35	48	23
Transitional Housing	1	0	5
Unsheltered	8	7	7
Persons in Parenting Youth HH's	45	23	27
Emergency Shelter	21	16	12
Transitional Housing	24	7	12
Unsheltered	0	0	3
Veterans	76	92	68
Chronic	63	107	102
Single Persons	59	107	98
In Families	4	0	4



GR Area Coalition to End Homelessness

Updates:

Extension of Strategic Plan

Youth Action Board & Voices of Youth Count

Coordinated Entry Evaluation Report-out and Action Step Planning

K-Connect Community-wide Housing Conversations

Financial Modeling Report Framework

Fulton Manor Project

Community Rebuilders Family Homelessness Funding

ENTF

Questions?

CITY OF WYOMING BUDGET AMENDMENT

Date: February 18, 2019 **Budget Amendment No. 047**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate $712,362.00 of additional budgetary authority to fund contributions from the Building Inspections Fund for OPEB costs and recognize the contributions in the Retiree Health Trust Fund.

Description/Account Code	Current	Increase	Decrease	Amended
Building Inspections Fund				
Permits - Permits - Pension				
249-371-37100-718.000	129,377.00	391,302.63		520,679.63
Permits - Code Enforcement - Pension				
249-371-37210-718.000	40,987.00	164,293.54		205,280.54
Permits - Rental Program - Pension				
249-371-37300-718.000	46,007.00	115,145.87		161,152.87
Permits - Zoning - Pension				
249-371-72200-718.000	15,648.00	41,619.96		57,267.96
Balance/Working Capital (Fund 249)		$ -	$ 712,362.00	
Retiree Health Trust Fund				
Employer Contributions Group A Pension Health				
732-597.023	526,000.00	712,362.00		1,238,362.00
Fund Balance/Working Capital (Fund 732)		$ 712,362.00	$ -	

Recommended: Kate Ballard
Senior Accountant

City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2018-2019 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

_____
City Clerk

02/18/19
Clerk/IJ

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT KENT VANDERWOOD TO THE KENT COUNTY WASTE-TO-ENERGY ADVISORY COMMITTEE

WHEREAS:

1. The City of Wyoming is entitled to representation on the Kent County Waste-to-Energy Advisory Committee.
2. It is the desire of the Wyoming City Council to reappoint Councilmember Kent Vanderwood as a Wyoming representative to the Kent County Waste-to-Energy Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby reappoint Councilmember Kent Vanderwood as a member of the Kent County Waste-to-Energy Advisory Committee.

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 February 18, 2019.

_____
Kelli A. VandenBerg, Wyoming City Clerk

02/18/19
RLR: ksl

RESOLUTION NO._____

A RESOLUTION TO SET A PUBLIC HEARING ON THE PROPOSED WYOMING COMMUNITY DEVELOPMENT 2019/2020 ONE YEAR ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 43 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a One Year Action Plan application for the 44th program year covering the period of July 1, 2019, through June 30, 2020.
3. On February 6, 2019, the Wyoming Community Development Committee unanimously recommended a proposed Wyoming Community Development 2019/2020 One Year Action Plan.
4. A City Council public hearing is a requirement prior to City Council approval of the Wyoming Community Development 2019/2020 One Year Action Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of April 1, 2019 at 7:01 P.M. for a public hearing on the Wyoming Community Development 2019/2020 One Year Action Plan.

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 February 18, 2019.

_____
Kelli A. VandenBerg, Wyoming City Clerk

02.18.19
Manager/JS

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR WOLVERINE GLASS PRODUCTS, LLC, 3400 WENTWORTH DRIVE SW, IN THE CITY OF WYOMING

WHEREAS:

1. The City established Plant Rehabilitation District 127, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 12411 on February 15, 1988.
2. Wolverine Glass Products, LLC has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to their new facility located within Plant Rehabilitation District 127, with an estimated cost of $1,900,000 for real property to be located at 3400 Wentworth Drive SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Wolverine Glass Products, LLC, for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on Monday, March 4, 2019 in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 18, 2019.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Exhibit A – Legal Description

STAFF REPORT

Date: January 30, 2019

Subject: Wolverine Glass Products, LLC, 3400 Wentworth Drive SW

From: Jennifer Stowell, Administrative Assistant to the City Manager

Meeting Date: February 18, 2019

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Wolverine Glass Products, LLC, based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

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

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

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

Discussion:

Wolverine Glass Products, LLC, has conducted business in the City of Wyoming for nine years and is requesting the approval of an Industrial Facilities Exemption Certificate. Staff has reviewed the IFT application, which is summarized below by facility:

Address of project:	3400 Wentworth Drive SW Wyoming, MI 49519
Personal Property:	$ 0.00
Real Property:	$ 1,900,000.00
Estimated Jobs:	15 new jobs 65 retained jobs
Starting date of project:	June, 2018

Project Summary:

Wolverine Glass Products, LLC has done business in Wyoming for nine years. They are a premier glass fabricator in the Midwestern United States. They have a very diverse customer base and do not rely heavily on one industry to sustain the business. They are relocating their business to increase production capacity and allow the company to modernize certain steps of the production line. Upgrades include state of the art glass grinding filtration system and glass shuttle system, two glass tempering ovens, three large CNC glass cutting machines, and 5 CNC glass edging machines.

Exhibit A

3400 Wentworth Legal Description:

Y671-1B2B: PART SE 1/4 COM AT INT OF N LINE OF STONEGATE CONDOMINIUMS REPLAT NO 4 OF KENT COUNTY CONDOMINIUM PLAN NO 104 & WLY LINE OF FORMER PENN CEN RR R/W /100 FT WIDE/ TH NELY ALONG WLY LINE OF SD RR R/W TO S LINE OF N 920 FT OF SE 1/4 TH W ALONG SD S LINE TO N&S 1/4 LINE TH S TO NW COR OF SD STONEGATE CONDOMINIUMS TH E TO BEG * SEC 16 T6N R12W 10.42 ACRES

02/18/2019
Clerk/RG

RESOLUTION NO. _____

RESOLUTION OF SYMPATHY
TO THE FAMILY OF
DONALD L. MASON

WHEREAS:

1. Donald L. Mason passed away on Tuesday, February 12, 2019.
2. Don was hired as City Manager for the City of Wyoming in August 1991 and served continuously in that role until March 2000.
3. Don was known for his financial acumen and during his tenure with the City of Wyoming, Don worked and succeeded in restoring fiscal health to the City.
4. Don was instrumental in improving services offered in the City of Wyoming, including projects to build new fire facilities, fire equipment, a new police building, and upgrades to technology.
5. Don dedicated many years of service to the residents of the City of Wyoming, but also worked in the communities of Cadillac, Southfield and Ann Arbor prior to coming to the City of Wyoming.
6. The City of Wyoming gratefully acknowledges Don's significant public service record and the many contributions he made to his community and the entire region.
7. Don will be sadly missed by his family, friends and colleagues in public service.

NOW, THEREFORE, BE IT RESOLVED:

1. Mayor Jack Poll, the Wyoming City Council and the entire staff of the City of Wyoming extend deepest sympathies to Don's wife Ruth, his 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 February 18, 2019.

_____
Kelli A. VandenBerg, Wyoming City Clerk

02/18/2019
Clerk/RG

RESOLUTION NO. _____

RESOLUTION OF SYMPATHY
TO THE FAMILY OF
DONALD MARTIN WALTERS, JR.

WHEREAS:

1. Donald Walters, Jr. passed away on Tuesday, February 12, 2019.
2. Don served as one of the first five full-time firefighters for the City of Wyoming.
3. Don was hired as a firefighter for the City of Wyoming in 1965, promoted to Fire Lieutenant in 1973 and retired as a Captain in 1999.
4. Don proudly served his country in the United States Air Force prior to his employment at the City of Wyoming.
5. The City of Wyoming gratefully acknowledges Don's significant public service record and the many contributions he made to his community and the entire region.
6. Don will be sadly missed by his family, friends and colleagues in public service.

NOW, THEREFORE, BE IT RESOLVED:

1. Mayor Jack Poll, the Wyoming City Council and the entire staff of the City of Wyoming extend deepest sympathies to Don's wife Nancy, his 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 February 18, 2019.

_____
Kelli A. VandenBerg, Wyoming City Clerk

02/18/19
Manager/JS

RESOLUTION NO._____

RESOLUTION TO APPROVE THE TRANSFER OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES FOR WOLVERINE GLASS PRODUCTS, LLC

WHEREAS:

1. The City of Wyoming approved Industrial Facilities Exemption Certificates, 2010-338 on December 18, 2010 for $400,000 for personal property for twelve (12) years and 2013-468 on October 21, 2013 and amended on January 18, 2016, for $1,230,532 also for personal property and twelve (12 years) for Wolverine Glass Products, LLC for their locations of 5801 and 5765 Clay Avenue SW.
2. Wolverine Glass Products, LLC has purchased the facility located at 3400 Wentworth Drive, SW in the City of Wyoming.
3. Plant Rehabilitation District 127 was established on January 18, 1988; resolution number 12411, and included 3400 Wentworth Drive SW.
4. Section 21 of Public Act 198 of 1974, as amended, allows for the transfer of Industrial Facilities Exemption Certificates with the approval of the local governmental unit.
5. Wolverine Glass Products, LLC is requesting the personal property components of IFT numbers 2010-338 and 2013-468, which expire on December 30, 2022 and December 30, 2024, respectively, be transferred to 3400 Wentworth Drive SW.
6. Staff has reviewed the request and recommends Council approve the transfer of the personal property components for IFT 2010-338 and 2013-468 to 3400 Wentworth Drive SW.
7. The City Council for the City of Wyoming, Michigan held a public hearing on February 18, 2019 at 7:01 p.m. on whether to approve the transfer of the personal property components of the Industrial Facilities Exemption Certificates for Wolverine Glass Products, LLC.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the transfer of the personal property components of Industrial Facilities Exemption Numbers 2010-338 and 2013-468 to Wolverine Glass Products, LLC at 3400 Wentworth Drive SW, Wyoming, Michigan.
2. The City Council of the City of Wyoming does hereby approve the IFT agreement as amended and authorizes the Mayor and City Clerk to sign the amended agreement as part of the documentation required to process the transfers of the IFT certificates.

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 February 18, 2019.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Amended IFT Agreement (excerpt)

Resolution No. _____

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of February 18, 2019 between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the "City") and Wolverine Glass, LLC, a corporation, the address of which is 3400 Wentworth Drive, SW, Wyoming, MI 49519 (the "Company").

RECITALS

A. Pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq*. ("Act 198"), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.

B. Act 198 also requires a written agreement between the City and the Company.

C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.

D. The Company filed an application for a transfer of existing tax abatements, known as Industrial Facilities Exemption Certificates #210-338 and #2013-468, established pursuant to Act 198.

E. Following a public hearing on February 18, 2019, the City Council adopted a resolution to transfer the tax abatements for the remaining period of three (4) years and nine (6) years, respectively, conditional upon the parties entering into this Agreement (the "Tax Abatement") for the property located at 3400 Wentworth Drive SW, in the City (the "Site").

F. The City Council did so upon the Company's representations in the Application and upon the understanding that doing so would enhance the City's employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

TERMS AND CONDITIONS

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

1. The Company affirms the statements in the original applications and the statements at the public hearing are still true in regard to the personal property investments and employment.
2. The Company affirms the terms and conditions of the original agreements will be followed as agreed upon under the *Terms and Conditions* section; which include the following items:
    a. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
    b. Beginning on December 31 of the year which is 2 years after the Abatement is granted and each December 31 thereafter the Company shall submit a letter to the City, stating:
        i. The number of new jobs projected in the Application to be created and retained at the Site upon the project's completion and the actual number of new jobs created and retained at the Site.
        ii. (b) The number of employees at the Site at the time of the Application and the current number of employees at the Site.

iii. The estimated project cost stated in the Application and the actual project cost.

3. Upon receipt of the letter provided for in the preceding paragraph:

    a. (a) The City may either:

        i. (1) Apply the criteria in the City's Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Tax Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels at the Site and project costs as stated in the letter, or

        ii. If the number of new jobs at the Site or the cost of the project is substantially below that stated in the Application, the City Council may recommend revocation of the Tax Abatement.

    b. The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Tax Abatement if:

        i. The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or

        ii. Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.

        iii. The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

4. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Tax Abatement as granted.

    a. If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations at the Site, or the City determines that the Company has discontinued or substantially curtailed its operations at the Site, or the company no longer employs at the Site the number of employees represented in the Application and in this Agreement:

        i. The City Council may, in its sole discretion, request revocation of the Tax Abatement; and

        ii. The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

    b. If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the Company contends in any appeal taxable value of its property at the Site should be less the Company's cost to acquire the property and construct and install the project plus the value of the property prior to undertaking the project, as reflected in the Application, any certification made by the Company under Act 198, any letters filed with the City pursuant to this Agreement, or any other statements made by or on behalf of the Company in applying for or complying with the terms of the Tax Abatement and this Agreement:

i. The City Council may, in its sole discretion, request revocation of the Tax Abatement; and

ii. The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

c. In making any decision under the preceding subparagraphs (a) or (b), the City Council shall consider whether:

i. Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation at the Site; or

ii. The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor intentional, and the City has reasonably received the benefits anticipated from granting the Tax Abatement.

d. The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

5. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.

6. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

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

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed:_____, 2019

Wolverine Glass, LLC

By: _____

Date signed:_____, 2019

RESOLUTION NO. _____

RESOLUTION TO CREATE A FUND IN THE CITY CHART OF ACCOUNTS TO ACCEPT MIDC GRANT FUNDS AND TO CHARGE MIDC PLAN-RELATED COSTS

WHEREAS:

1. The United States Constitution and Michigan Constitution provide persons charged with crimes the right to representation by an attorney in court proceedings and courts have held those who cannot pay for an attorney and/or other legal services (*e.g.*, hiring investigators or expert witnesses) the same right of legal representation as those who can afford to pay.
2. The state created the Michigan Indigent Defense Commission ("MIDC") within the Department of Licensing and Regulatory Affairs to provide more effective and equitable funding for attorneys and other legal services for persons who are charged with crimes who cannot pay for them.
3. The MIDC requires that funding and accounting for court appointed attorney and other legal services be separate from the court system and within local court funding units (*i.e.*, in this case, the City on behalf of the 62A District Court), which requires the City to create a separate fund within its chart of accounts.
4. The MIDC accepted grant applications to fund court-appointed attorney and related legal services from local court funding units to provide state funding to the local court funding units beginning October 1, 2018.
5. The MIDC allows applications for MIDC grant funds for limited construction costs to enable criminal defense attorneys and their clients to meet in a private and secure setting at or near a courtroom, in furtherance of protecting attorney-client confidentiality.
6. This new fund will accept all funds from MIDC grant funds and will be used to charge all MIDC-related costs.
7. The MIDC recommends any fund balance at the end of the City's fiscal year remain in the new fund and not revert to the City's general fund so that funds carryover to the next fiscal year and are used exclusively for court appointed attorney and related legal services.
8. A separate fund will allow for better management of MIDC grant funds and monitoring by all interested parties.
9. The City Council determines it is in the public interest to provide a source of funds for defendants in criminal cases who cannot afford an attorney or legal services in 62A District Court proceedings.

NOW, THEREFORE, BE IT RESOLVED:

1. The Finance Director is authorized and directed to create a separate fund within the City chart of accounts to accept MIDC grant funds and to charge all MlDC-related costs. All MIDC grant funds shall be placed in this fund and all MIDC-related costs shall be charged to this fund and any fund balance at the end of the City's fiscal year will remain in the fund and carryover to the next fiscal year to be used for future MIDC-related expenses.
2. All resolutions and parts of resolutions, to the extent of any conflict with this resolution, are rescinded.

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

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 18, 2019.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No._____

STAFF REPORT

Date: February 5, 2019

Subject: MIDC Fund Approval

From: Scott Smith, City Attorney

Meeting Date: February 18, 2019

Background:

The Michigan Indigent Defense Commission ("**MIDC**") was formed pursuant to 2013 PA 93 to study how to provide indigent criminal defendants with attorneys in compliance with constitutional requirements. Pursuant to 2018 PA 214 to MIDC is providing state grants to court funding units to pay costs for providing attorneys to indigent persons that exceed the amounts the court funding units already pay for those services. It is a requirement to set up a separate fund for such agreements.

Recommendation:

Approve the Resolution to Create a Fund in the City Chart of Accounts to Accept MIDC Grant Funds and to Charge MIDC Plan-Related Costs.

Sustainability Criteria:

Environmental Quality – Approval will have no effect on environmental quality.

Social Equity – Approval will positively affect social equity by ensuring indigent criminal defendants have access to competent legal counsel and resources for defense investigation and experts.

Economic Strength – This agreement will provide state funding to support the need to provide legal counsel and other resources related to indigent defense and comply with related accounting requirements.

Quality Customer Service – Approval will ensure access to educated and trained attorneys by indigent defendants in the 62A District Court.

02.18.2019
City Attorney

RESOLUTION NO. _____

RESOLUTION TO APPROVE, AUTHORIZE AND DIRECT THE MAYOR AND CITY CLERK TO SIGN, AND TO AUTHORIZE AND DIRECT CITY PERSONNEL TO IMPLEMENT THE MIDC GRANT AGREEMENT

WHEREAS:

1. The City is the "court funding unit" for the 62A District Court.
2. The Michigan Indigent Defense Commission ("**MIDC**"), formed pursuant to 2013 PA 93, has proposed standards for the defense of indigent criminal defendants.
3. The costs of meeting those standards exceeds amounts the City has previously paid for indigent defense.
4. Pursuant to 2018 PA 214, the MIDC is providing grants to court funding units to pay costs to meet those standards to the extent those costs exceed the amounts the court funding units already pay for such services.
5. This will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The Grant Agreement between the MIDC and the City is approved in substantially the form attached subject to such changes as are approved by the City Manager, City Attorney and Mayor, the Mayor and City Clerk are authorized and direct to sign it on behalf of the City, and all City personnel are authorized and directed to take all actions needed to implement and comply with that agreement.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.
3. The City Council does hereby approve the attached budget amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 18, 2019.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Grant

CITY OF WYOMING BUDGET AMENDMENT

Date: February 18, 2019 **Budget Amendment No. 049**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate $190,200.00 of additional budgetary authority to fund the Michigan Indigence Defense Commission standards and recognize the associated revenue as per the attached resolution.

Description/Account Code	Current	Increase	Decrease	Amended
Indigent Defense Fund				
State Grant				
260-571.000	-	183,193.00		183,193.00
Transfer from General Fund				
260-699.101	-	7,007.00		7,007.00
General Government - District Court - Salaries				
260-000-13600-706.000	-	13,100.00		13,100.00
General Government - District Court - Salaries Temporary				
260-000-13600-707.000	-	18,400.00		18,400.00
General Government - District Court - FICA				
260-000-13600-715.000	-	2,400.00		2,400.00
General Government - District Court - Hospitalization Insurance				
260-000-13600-716.000	-	660.00		660.00
General Government - District Court - Life Insurance				
260-000-13600-717.000	-	20.00		20.00
General Government - District Court - Pension				
260-000-13600-718.000	-	4,170.00		4,170.00
General Government - District Court - Workers Comp Insurance				
260-000-13600-719.000	-	50.00		50.00
General Government - District Court - Operating Supplies-Equipment				
260-000-13600-740.300	-	13,000.00		13,000.00
General Government - District Court - Professional Services				
260-000-13600-801.000	-	10,000.00		10,000.00
General Government - District Court - Professional Services Legal Special Council				
260-000-13600-801.021	-	114,500.00		114,500.00
General Government - District Court - Software Services				
260-000-13600-806.000	-	6,000.00		6,000.00
General Government - District Court - Travel and Training				
260-000-13600-860.000	-	7,200.00		7,200.00
General Government - District Court - Insurance Liability				
260-000-13600-910.000	-	700.00		700.00
Fund Balance/Working Capital (Fund 260)		$ -	$ -	

CITY OF WYOMING BUDGET AMENDMENT

Date: February 18, 2019 **Budget Amendment No. 049**

Recommended: _____ _____
Senior Accountant City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2018-2019 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

_____
City Clerk

STAFF REPORT

Date:	February 5, 2019
Subject:	MIDC Grant Agreement
From:	Scott Smith, City Attorney
Meeting Date:	February 18, 2019

Background:

The Michigan Indigent Defense Commission ("**MIDC**") was formed pursuant to 2013 PA 93 to study how to provide indigent criminal defendants with attorneys in compliance with constitutional requirements. The MIDC adopted 8 Minimum Standards for Indigent Criminal Defense Services, the first 4 of which are now being implemented, requiring education and training of defense counsel, an initial confidential interview by defense counsel, and funding for defense investigation and experts.

Then Representative Verheulen sponsored 2018 PA 214 to provide state grants to court funding units to pay costs for providing attorneys to indigent persons that exceed the amounts the court funding units already pay for those services. The attached grant agreement is in a form and substance acceptable to Kent County's Assistant Corporation Counsel Craig Paull who was negotiating with the MIDC on behalf of court funding units in Kent County.

Recommendation:

Approve the Resolution Approving, Authorizing and Directing the Mayor and City Clerk to Sign, and Authorizing and Directing City Personnel to Implement the MIDC Grant Agreement.

Sustainability Criteria:

Environmental Quality – Approval will have no effect on environmental quality.

Social Equity – Approval will positively affect social equity by ensuring indigent criminal defendants have access to competent legal counsel and resources for defense investigation and experts.

Economic Strength – This agreement will provide state funding to support the need to provide legal counsel and other resources related to indigent defense.

Quality Customer Service – Approval will ensure access to educated and trained attorneys by indigent defendants in the 62A District Court.

GRANT NO._____

GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
Funding Unit Name or Court

GRANTEE/ADDRESS:

Contact Name
Organization Name
Address
City, State, Zip
(Telephone number)
(Fax Number)

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
Address
City, State, Zip
(Telephone number)
(Fax Number)

GRANT PERIOD:

From October 1, 2018 to September 30, 2019

TOTAL AUTHORIZED BUDGET: $xxxx

State Grant Contribution: $xxxx
Local Share Contribution: $xxxx

ACCOUNTING DETAIL: Accounting Template No.:

GRANT

This is Grant #_____ between the Michigan Indigent Defense Commission (MIDC) (Grantor), and (Insert name of grantee) (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act, as amended effective 12/23/18 by Public Act 214 of 2018.

1.1 Definitions

A. Budget means a detailed statement consistent with the Grantee's approved Cost Analysis outlining estimated costs to implement the Compliance Plan.

B. Budget Category means the aggregate of all funds in each of the categories in Attachment B to the funding unit's grant budget.

C. Compliance Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the first four minimum standards established by the MIDC.

D. Cost Analysis is a statement of the funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.

E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 *et seq* as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.

F. MIDC means the Michigan Indigent Defense Commission created pursuant to the MIDC Act.

G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.

1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

The Grantee agrees to undertake, perform and complete the services described in their approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, created by Public Act 93 of 2013, MCL 780.991*et seq*, as amended (the Act), specifically Standards 1 through 4. The Parties to this Agreement enter into this Agreement to facilitate process described in the Act, which controls or supersedes any term in this Agreement. Consistent with the Act, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any subgrantee work, as defined in subsection1.1.

1.3 Detailed Budget

A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional State Grant funds at any time.

B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.

C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget, except as set forth in section 1.3(E).

D. Grantee will establish and maintain a new restricted fund within their Local Chart of Accounts for the expressed purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.

E. Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by Commission staff, but must be reported quarterly in the next financial status report. A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by Commission staff. Any substantial change to a local system's compliance plan requires prior staff and Commission approval. A "substantial change" is a change to the compliance plan or cost analysis that alters the method of meeting the objectives

of the standard(s) in the approved plan. Commission staff shall respond to the budget adjustment request within 30 days of receipt.

1.4 Payment Schedule

The maximum amount of grant assistance approved is $ _____. An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of total grant – Within 15 days of receipt of executed agreement
25% disbursement – May 15, 2019
25% disbursement – August 15, 2019 (final payment).

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.4 of this document. The financial status report must indicate grant funds received to date, expenditures to date and be supported by documentation of those expenditures; such as computer printouts of accounts, general ledger sheets, balance sheets, etc. Backup documentation such as computer printouts of accounts, ledger sheets, invoices, etc. shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly financial status report (FSR) as provided in Attachment D and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report – January 15, 2019
2nd FSR and compliance report – April 30, 2019
3rd FSR and compliance report – July 30, 2019
Final FSR and compliance report – October 31, 2019

Grantee may submit its FSRs utilizing financial data as of the quarter ending dates of March 31, June 30, September 30 and December 31.

1.5 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly progress reports on compliance with the standards and participate in follow up and evaluation activities. In response to the narrative reporting questions, the progress report will contain a description

on progress toward compliance with standards 1-4, including a description of problems or delays, real or anticipated and any significant deviation from the approved Compliance Plan which should be brought to the attention of the Grantor. The grantee will use its best efforts to complete the Compliance Reporting template provided by MIDC. If Grantee is unable to provide the information requested on the template, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC Research staff to seek additional options or ideas for the collection and retrieval of this information.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from the Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before the proposed delegation with reasonable detail of subgrantee and the nature and scope of the activities delegated. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted MIDC fund and included in the quarterly financial status reports. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15), as amended 12/23/18.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to the Grantee's established purchasing policy and if not specifically listed in the Budget, Attachment B, must have prior written approval of the Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.6 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by

source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under MCL 780.993, Sec. 13(15), as amended 12/23/18.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance ($750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.8 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts are exempt from a competitive bid process, but must meet standard internal procurement policies, as applicable.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.3 Failure to Comply and Termination

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of said Act.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, for State approved Grant Responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these

standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11), as amended effective 12/23/18.

4.0 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of

any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of

fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for the Grantee is required to possess in order to perform under this Grant.

4.5 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.6 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. The MIDC may provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the grant and Commission policies. This Grant Agreement supersedes all terms of MIDC guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Grant Agreement. This Grant may not be amended except by signed agreement between the parties.

4.7 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees Prior performance does not modify Grantee's status as an independent Grantee.

4.8 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013, as amended 12/23/18. The dispute will be referred to the parties' respective Grantors or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of its local share as defined by MCL 780.983(h).

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be

replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

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

_____ _____

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

Date

_____ _____

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

Date

_____ _____

(Name of Person Authorized to Accept Grant)
(Title)
(Name of Organization)

Date

GRANT NO._____

02/18/2019
RR:rr

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE KENT COUNTY ESSENTIAL NEEDS TASK FORCE (ENTF) GOVERNANCE MEMORANDUM OF UNDERSTANDING (MOU)

WHEREAS:

1. The ENTF is a collective effort of governmental agencies, non-profits, faith-based organizations, funders, and community volunteers which seek to enhance the structure of services, and develop and support a sustainability model for the emergency response network providing essential basics for living (heating, food, shelter, etc.) to residents throughout Kent County.
2. As a federal entitlement community, the City of Wyoming is actively taking steps to address the needs of persons who are homeless in part through representation on the Steering Committee of the Greater Grand Rapids Coalition to End Homelessness, a subcommittee of the ENTF which also functions as the metropolitan Continuum of Care.
3. 2018-2019 City of Wyoming budget provides for the award of $5,000 of Community Development Block Grant (CDBG) funding in direct support of this work qualifying the City to be a member of the ENTF Governance Committee.
4. The MOU as attached identifies the responsibilities within the ENTF and its subcommittees, seeking a structure that fosters transparency and recognizes roles and purpose.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby authorize the City Manager to sign the Kent County Essential Needs Task Force Governance Memorandum of Understanding Renewal of Statement of Support.

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 February 18, 2019.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Memorandum of Understanding Renewal Statement of Support

STAFF REPORT

Date:	February 11, 2019
Subject:	Kent County Essential Needs Task Force (ENTF) Governance Memorandum of Understanding (MOU) Renewal
From:	Rebecca Rynbrandt, Director of Community Services
Council Meeting Date:	February 18, 2019

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to sign the ENTF Governance MOU Renewal.

SUSTAINABILITY CRITERA:

Social Equity – The ENTF is a collective effort of governmental agencies, non-profits, faith-based organizations, funders, and community volunteers which seek to enhance the structure of services, and develop and support a sustainability model for the emergency response network providing essential basics for living (heating, food, shelter, etc.) to residents throughout Kent County.

Environmental Quality – The ENTF works toward ensuring residents live stable lives while building a stronger, more clearly defined support system that reduces poverty by working to assure essential needs of the community's most vulnerable citizens. Work groups include: Food & Nutrition, Coalition to End Homelessness (aka HUD Continuum of Care), Energy Efficiency, Transportation, and Economic & Workforce Development.

Economic Strength – The ENTF fosters community conversations, advocates, seeks, manages and coordinates grants and other resources to align programs and services throughout the county; works to allow service organizations and residents to achieve their full potential and economic self-sufficiency.

DISCUSSION:

The Community Services Department works to improve services to Wyoming's citizens by ascertaining critical areas in which Wyoming, by its population size and growing urban character, benefit through expanded involvement in Grand Rapids metropolitan discussions, to educate and redefine Wyoming's image, and work to obtain private investment, government funding, or social services for our residents.

Wyoming's active participation as a Steering Committee member of the Grand Rapids Area Coalition to End Homelessness, a committee of the Kent County Essential Needs Task Force, in

the education of service demand and evaluation of needs and services related to persons and families who are homeless or at the risk of homelessness within the Wyoming is an example of this work. The City began in FY 2014, and continues in FY 2019, to award Community Development Block Grant (CDBG) funding in direct support of this work.

As a funder of the ENTF workgroup/committee, the City of Wyoming is a standing member of the ENTF Governance Committee. The ENTF was initially established in 1982. An MOU is executed to identify the roles and responsibilities of membership to the ENTF. The MOU is to be renewed annually.

BUDGET:

The budget is established annually as a recommendation of the CDBG Committee and as approved by the Wyoming City Council. Funds are currently budgeted.

###

City of **Wyoming** Michigan

City Attorney | 1155 28th St SW, Wyoming, MI 49509
616.530.3194 | Fax 616.261.7103 | wyomingmi.gov

MEMORANDUM

To: Curtis Holt, City Manager
Kelli VandenBerg, City Clerk
Rebecca Ryndbrandt, Community Services Director

From: Scott Smith, City Attorney

Date: February 12, 2019

Subject: Memorandum of Understanding for Kent County Essential Needs Task Force

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I approve the form of the Memorandum of Understanding among County of Kent, City of Grand Rapids, City of Wyoming, Heart of West Michigan United Way, Kent County Department of Health and Human Services, West Michigan Works and The Salvation Army for the Kent County Essential Needs Task Force. There is no place for me to sign this document as is customary on other Wyoming contracts and documents. So this short memo can be added to the file to indicate it was reviewed and approved as to form.

CITY COUNCIL
Sheldon DeKryger Dan Burrill Kent Vanderwood Marissa Postler Robert Postema Sam Bolt
Jack A. Poll, Mayor

Kent County Essential Needs Task Force

MEMORANDUM OF UNDERSTANDING

AMONG

COUNTY OF KENT,
CITY OF GRAND RAPIDS,
CITY OF WYOMING,
HEART OF WEST MICHIGAN UNITED WAY,
KENT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES,
WEST MICHIGAN WORKS
AND
THE SALVATION ARMY

This Memorandum of Understanding (hereinafter called MOU) sets forth the terms and understanding between County of Kent (hereinafter called the County), City of Grand Rapids, City of Wyoming, Heart of West Michigan United Way (hereinafter called United Way), Kent County Department of Health and Human Services (hereinafter called DHHS), West Michigan Works, and The Salvation Army regarding activities related to assuring necessary legitimacy, structure and sustainability for an effective Essential Needs Task Force (hereinafter called the ENTF or Task Force) operating as the **Kent County Essential Needs Task Force Governance Committee** (hereinafter called the Governance Committee or Governance) through the Kent County ENTF community advisory board (hereinafter called the Coordinating Committee) and Task Force Subcommittee collaboratives via their chairs and key ENTF supporters (hereinafter called Subcommittees or Leadership Committee).

SECTION I: VISION, MISSION, GOAL AND INDICATORS

Vision: To create a community in which every Kent County resident has access to resources that meet essential needs.

Mission: To work to eliminate poverty while maintaining an effective essential needs response system, as has been done since 1982.

Goal: To regularly assess and adjust essential needs response infrastructure, assuring that the Kent County ENTF member collaboratives communicate and coordinate as effectively as possible while helping all Kent County residents in need move out of poverty and into stable households.

Indicators: The Governance Committee will establish, with ENTF Subcommittees (as identified in the ENTF Governance Operating Protocol), indicators that show Task Force goal achievement in coordination with other appropriate Kent County human services systems initiatives.

SECTION II: MEMBERSHIP

Governance Membership: Kent County, cities of Grand Rapids and Wyoming, Heart of West Michigan United Way, Kent DHHS, The Salvation Army and West Michigan Works, agreed to continue working together as the ENTF Governance Committee. These organizations have been ongoing, key Task Force funding support sources and are closely involved in community essential service delivery issues, as described here.

- West Michigan Works – Serves as Kent County's employment and poverty reduction conduit for federal and state Workforce Development. Provides cash and in-kind resources to ENTF Economic & Workforce Development Subcommittees via Subcommittee leadership, in-kind operations support, fiduciary services and project funding grants. Is a key Kent County essential services advocacy agent at local, State and Federal levels.

- City of Grand Rapids – Serves as a designated conduit for state/federal housing funds. Kent County's major urban population center influencing federal and state policy and legitimacy support. Essential Needs Task Force and Coalition to End Homelessness operations and planning funder. Local essential service governmental policy development leader.

- City of Wyoming – Major metropolitan municipality experiencing essential needs demand and service delivery evolution; serves as a municipal leader for program and policy development with the City of Grand Rapids and Kent County. Provides HUD funding. Is a major governmental leader in Kent County for essential service provider development focusing on suburban transition issues.

- Heart of West Michigan United Way – Provides regular designated essential service funding and in-kind ENTF operations support. Maintains lead community-based income/ financial stability community resource leadership. Kent County non-profit organization focusing on education, financial security, and family stability in order to reduce poverty. Operates 2-1-1 Information/Referral and Data Base for community, including dissemination of quarterly Unmet Needs Report on range of essential human needs in the county. Designated as the ENTF Supporting Organization, as defined in Section III

- Kent County Administration and Community Action – Appropriates Current Unmet Needs / Discretionary Funds and other essential services related funding. Is the designated conduit for non-city state/federal housing funds. Provides Kent County wide Task Force legitimacy via Board of Commissioners. Assigned overall responsibility for essential services provision by Michigan law.

- Kent County Department of Health and Human Services – The largest County and State essential service categorical funding and in-kind support provider for ENTF related operations. Founder of ENTF and strong additional source of legitimacy and resources through the Kent County Board of Social Services to the Board of Commissioners.

- The Salvation Army – National philanthropic, federal and state recognized non-profit legitimizing essential services systems development. Key Kent County non-profit advocacy agent in state/federal essential service issues. Provides cash resources through federal funding (HUD) to support the structure and sustainability particularly related to the Housing CoC Subcommittee.

Governance Committee members' current, specific contributions to ENTF operations are identified in statements of support to ENTF operations, as defined in this MOU.

Annually, Governance Committee members will elect/reaffirm a Chair and Vice-Chair.

From time to time, the Governance Committee may identify and invite for membership additional members to enhance ENTF opportunities for success. New members will be expected to agree to this Memorandum of Understanding on behalf of their organization and commit to annual cash or in-kind support expected with membership. Such members will be added by majority vote of existing membership at any given time, at a regularly scheduled meeting.

Should the Governance Committee identify a member not fulfilling its supporting role with the ENTF, after appropriate deliberation, the member may be removed by a majority vote of the Committee at a regularly scheduled meeting.

SECTION III: ENTF SUPPORTING ORGANIZATION: FIDUCIARY / EMPLOYER OF RECORD

The Governance Committee recognizes that more effective achievement of its goals will be accomplished with formal management support of ENTF operations. To that end, after assessment of best combination of willingness and strategic appropriateness to provide Supporting Organization services, the Governance Committee will invite that organization to provide Supporting Organization services. This MOU serves as Governance member formal recognition of the ENTF Supporting Organization. The following will serve as the basis for the relationship between the Governance Committee and the Supporting Organization:

- Heart of West Michigan United Way serves as Supporting Organization and has full support of the Governance members.

- Via this MOU, United Way agrees to support the ENTF by:

Acting as *Fiduciary* for ENTF by:

- Providing "back office" functions for ENTF, including but not limited to
    - Accounting services: Manage finances (revenues and expenses) for ENTF separately in an accounting system following generally accepted accounting principles
    - Processing ENTF invoices and bills approved and submitted by ENTF Director (or organizational designee)
    - Providing ENTF financial statements as requested by ENTF Governance Committee, at least quarterly
- Providing administrative services including:

- Receiving and disbursing funds, as Payee, on behalf of ENTF ensuring funds are spent in accordance with specific purpose and budget *(this includes documenting all purchases that will remain the sole property of the ENTF)*
- Fulfilling all fiduciary responsibilities specified in grant contracts and agreements with government and private entity funding sources for ENTF.
- Serving as legal signatory on contracts, grants, and other legal agreements in which ENTF is party.

Acting as *Employer of Record* by:

- Providing, in consultation with the Governance Committee, ENTF Staff Supervision services, using the following as general parameters:

  - Provide ENTF staff with compensation and benefits per HWMUW policies.

  - Ensure that ENTF staff and operations will be conducted from and within HWMUW. The ENTF Director is accountable to ENTF Governance Committee for performance of duties, while United Way's President (or alternate designated supervisor) serves as day-to-day supervisor under United Way's personnel policies. Written review of the ENTF Director's performance (no less than annually) will be completed by HWMUW's President (or designated supervisor) with input from the ENTF Governance Committee chair(s).

  - As delegated by Heart of West Michigan United Way's President, the ENTF Director is responsible for supervision of all dedicated ENTF staff and/or contract personnel, following United Way operations policy. Performance reviews of staff will be completed (no less than annually) by the ENTF Director

- Ensure effective ENTF work flow by oversight of ENTF staff, in consultation with the Governance Committee.

SECTION IV: JOINT REVIEW

The Governance Committee and the Supporting Organization will review this MOU on an annual basis and reconfirm its effectiveness or make revisions to best meet the current needs and support the goals of the Essential Needs Task Force.

SECTION V: DURATION

This MOU shall begin March 1, 2019 and end on February 28, 2020, at which time said contract shall be automatically renewed for successive one (1) year terms, unless a party delivers written notice of non-renewal to the Governance Committee not less than sixty (60) days before the expiration of the then current term. A party may revoke this agreement at any time for non-performance, subject to other conditions as listed herein.

SECTION VI: INDEMNIFICATION

Each party to this MOU shall be responsible for any liability arising from its own conduct. No party agrees to waive, defend or indemnify any other.

SECTION VII: ENTIRE AGREEMENT

This MOU represents the entire agreement among the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

SECTION VIII: MODIFICATION

Any modification of this MOU or additional obligation assumed by any partner in connection with this MOU shall be binding only if evidenced in writing and signed by all parties or their authorized representative.

SECTION IX: GOVERNMENTAL IMMUNITY

No party waives its governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this MOU.

SECTION X: ABSENCE OF WAIVER

The failure of any of the parties to this MOU to insist on the performance of any of the terms and conditions of this MOU, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving any such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION XI: ASSIGNMENT OF RIGHTS

The rights and obligations of all parties under this MOU are personal to those parties and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior written consent of the other parties.

SECTION XII: CONFLICT OF INTEREST

As any potential conflict is identified, affected Governance Committee members will recuse themselves from decision making as agreed to by Committee consensus.

SECTION XIII: APPROVAL

We, the undersigned have read and agree with this MOU.

By: _____ _____
Matthew VanZetten Date
County of Kent / *Assistant Administrator*

By: _____ _____
Connie M. Bohatch Date
City of Grand Rapids / *Managing Director of Community Services*

By: _____ _____
Curtis Holt Date
City of Wyoming / *City Manager*

By: _____ _____
Michelle VanDyke Date
Heart of West Michigan United Way / *CEO*

By: _____ _____
Jeanette Hensler Date
Department of Health and Human Services / *Director, Grants Division, Bureau of Grants and Purchasing*

By: _____ _____
Jacob Maas Date
West Michigan Works / *CEO*

By: _____ _____
Mary Wilkins Date
The Salvation Army / *Social Services Director*

02/18/19
Purchasing/KRO/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FROM HOUSEAL AND LAVIGNE ASSOCIATES TO PROVIDE A CITY MASTER PLAN AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, Houseal and Lavigne Associates has provided the City with a proposal to provide a new City Master Plan.
2. It is recommended the City Council accept the proposal.
3. The master plan services will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Houseal and Lavigne Associates to provide the City with a City Master Plan.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby approve the attached budget amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 18, 2019.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Memorandum
Proposal
Contract

CITY OF WYOMING BUDGET AMENDMENT

Date: February 18, 2019 **Budget Amendment No. 048**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate $85,000.00 of additional budgetary authority to fund professional services relating to the City Master Plan as per the attached resolution.

Description/Account Code	Current	Increase	Decrease	Amended
General Fund				
Planning - Planning - Professional Services				
101-400-40000-801.000	106,885.00	85,000.00		191,885.00
Fund Balance/Working Capital (Fund 101)		$ -	$ 85,000.00	

Recommended: _____ _____
Senior Accountant City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2018-2019 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

_____
City Clerk

STAFF REPORT

Date: February 4, 2019

Subject: Recommendation of Consultant Contract Award for the City Master Plan and Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment (HUD Required)

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 11, 2019 Work Session
February 18, 2019 Regular Meeting

RECOMMENDATION:

a) To award a contract for professional services to Houseal and Lavigne Associates to provide for a new City Master Plan, this includes the Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment, in an amount not to exceed $179,178.

b) To approve a budget amendment to make available the necessary funds for contract award.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Master Plan shall help guide and inform access to material resources through connectivity of neighborhoods, enhanced social environments, with programming and recommended remedies to overcome community barriers such as lack of infrastructure, and impeded transportation systems.

Social Equity –The development of a new city Master Plan, coupled with the Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment, is essential to ensure an environment of equality in making community planning decisions, development of city regulations, administrative policies, procedures and practices. The assessment will provide tools to promote social equity in decisions taken because of race, color, religion, sex, disability, familial status, or national origin that restrict housing choices or the availability of housing choices in the city.

Economic Strength – The primary purpose of this project is to develop a Master Plan that will be used to guide future strategic decision making, inform investments and incentives, provide a platform to integrate plans from across the City and region, and provide a unified vision and goals for the future. Additionally, the data from these studies can be used to analyze the location, availability, accessibility and affordability of housing in the city for the use in long-term planning to promote economic strength of the community. The housing data shall assist social service agencies, advocacy groups, government leaders, developers, appraisers and bankers in decision making regarding housing development within the City of Wyoming.

DISCUSSION:

As prepared by Nicole Hofert, I've attached her detailed review of the consultant selection process and resulting staff recommendation for your consideration. Note the requirements of maintaining a current Master Plan to comply with the Michigan Planning and Zoning Enabling Act, as well as compliance with the State of Michigan's Redevelopment Ready Communities initiative. Additionally, through the completion of this work, the City will be in full compliance with HUD regulations 24 CFR 570.904(c), which require these studies be done as part of the CDBG Consolidated Plan.

Houseal and Lavigne's proposal was 97 pages long and a significant electronic file size. Rather than provide the full document, I've attached key pages for your information, including team backgrounds, project scope, and bid forms. Coupled with this staff report and the reference and process review memo, this information affirms our recommendation.

BUDGET IMPACT:

During the FY 2019 budgeting process, staff was proactive, with Council's support, in providing a placeholder within the budget for this work at $70,000. Through the development of the RFP, refining the scope to align with community needs, and acknowledging the current bidding environment, our cost estimate was revised to $180,000.

In addition to the original $70,000, through staff retirements and reduced project expenses, savings have been identified in both the CDBG budget as well as the Planning budget to apply to the increased cost. Even with these opportunities, additional funds will be necessary from the General Fund Fund Balance to award this contract. Our funding plan:

Project Cost – Houseal and Lavigne Assoc. Bid Price	$179,178
Original Budget	**Funds**
Planning	$70,000
Reallocation of Additional Funding Proposal	
CDBG	$10,000
Planning Staff Retirement Savings	$15,000
General Fund Fund Balance Request	$85,000*****
Total Original Budget + Proposal	**$180,000**

*****Through Nicole Hofert and Megan Sall we are currently seeking an MEDC grant of $20,000 for this work as well. It is a qualified request under the Redevelopment Ready Communities initiative. If this is received, a return of funds to the General Fund Fund Balance will be made.

With Council's support of this funding plan, a budget amendment will be prepared and presented with the resolution and professional services contract at the February 18 Regular meeting.

###

MEMORANDUM

To: Rebecca Rynbrandt, Director of Community Services

From: Nicole Hofert, City Planner

Date: January 28, 2019

Subject: Selection of Master Plan Consultant

Wyoming's Master Plan, Land Use Plan 2020, was last amended in March 2012 and is in need of a comprehensive overhaul as the community plans for the next 20 years. To accomplish this, a Request for Proposals was crafted to develop a Master Plan that will be used to guide future strategic decision making, inform investments and incentives, provide a platform to integrate plans from across the City and region, and provide a unified vision and goals for the future. The Master Plan is envisioned as both a physical plan and policy guide. It will serve as a framework for future planning documents as well as a policy guide for staff, developers, and decision makers regarding future growth and opportunities.

Additionally, a primary component of the overall Master Plan deliverable is a separate companion product, the Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment. Project teams should demonstrate ability to achieve both deliverables and are expected to integrate the findings on the Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment into the larger Master Plan housing conversation.

Finally, Wyoming is actively engaged with the MEDC to be recognized as a Redevelopment Ready Community (RRC). In order to finalize Wyoming's certification the community must submit an updated Master Plan.

Following is background information on the RFP process utilized as well as staff's recommendation for a planning consultant to lead this effort.

RFP – Round 1

On September 25, 2018 the City of Wyoming released an RFP for professional services for the development of the City of Wyoming's 2018 Master Plan and the Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment. The bid closed on October 23 and resulted in three proposals being submitted (see table 1). Following a review of the proposals received, two firms were selected for interviews.

The firms selected were Williams & Works and Wightman. Following the interviews on November 13th, staff, in consultation with the interview panel (see table 3), decided to amend the RFP and re-bid the project. The RFP was revised to more strongly emphasize staff's desire for a consultant team with a more comprehensive and resident focused approach that included additional desired elements (economic and infrastructure) and more clearly defined the community engagement and sub-area deliverables.

Table 1: Consultant Teams Round 1

Lead Firm	Team Members
Williams & Works	Beckett & Raeder
Wightman	Place Makers; BBC Research & Consulting
McKenna	Prein & Newhof; The Diatribe

RFP – Round 2

On November 21, 2018 the City of Wyoming released a revised RFP. The bid closed on December 18 and resulted in five proposals being submitted. Following a review of the proposals, three firms were selected for interviews. The teams selected were: Houseal and Lavigne Associates, McKenna, and Metta Urban Design. Following the interviews on January 10, 2019, staff began to conduct reference calls for Houseal and Lavigne, the firm identified as "the preferred consultant" by the interview panel.

Table 2: Consultant Teams Round 2

Lead Firm	Team Members
Houseal and Lavigne Associates	Abonmarche; Lee Nelson Weber
McKenna	DPZ CoDesign; Prein & Newhof; The Diatribe
Metta Urban Design	Progressive AE; Root Policy Research
Wightman	Place Makers; Root Policy Research
Williams & Works	Beckett & Raeder

Table 3: Interview Panel Rounds 1 and 2

Name	Affiliation/Title	Present for Round 1	Present for Round 2
Sam Bolt	City Council	Yes	Yes
Robert Postema	City Council	Yes	Yes
Alex Smart	Planning Commission	No	Yes
Chris Hall	Community Development Committee, Resident	Yes	Yes
Megan Sall	Assistant City Manger	Yes	No
Rebecca Rynbrandt	Director of Community Services	Yes	Yes
Nicole Hofert	City Planner	Yes	Yes
Krashawn Martin	Special Events & Marketing Programmer, Community Services	Yes	Yes
Russ Henckel	City Engineer	No	Yes

Houseal and Lavinge Associates Reference Checks

Following the direction of the interview panel, staff performed the following reference checks:

1.) Kevin Schronce, Former Planner, City of Flint, MI (1/16/19)
2.) Christine Zuzga, Planning Manager, City of Battle Creek, MI (1/15/19)
3.) Mark Richardson, Development Director, City of Hudson, OH (1/16/19)
4.) Ellen Habel, Assistant City Manager, City of Coralville, IA (1/15/19)
5.) Frank Wash, Assistant City Manager, Walker, MI (1/16/19)

Reference checks revealed mostly positive attributes of Houseal and Lavigne and confirmed their reputation as a strong Master Plan consultant. One reference praised them as very “user” friendly and said they excelled in gaining public input and feedback. Two references did express that during their planning process materials for public events were frequently delivered the day of the event leading to limited staff review time. Due to this, staff recommends the contract include a clause requiring all materials used at public events be submitted to the City a minimum of five business days prior to the event to allow for adequate review time.

One reference also commented that Houseal and Lavigne had billed based on hours work and not project progress which had led to inconsistencies between billed time and progress on the project timeline. While this is not unusual, to avoid this scenario, staff recommends billing occur by phase/step up to 100% completion.

Recommendation

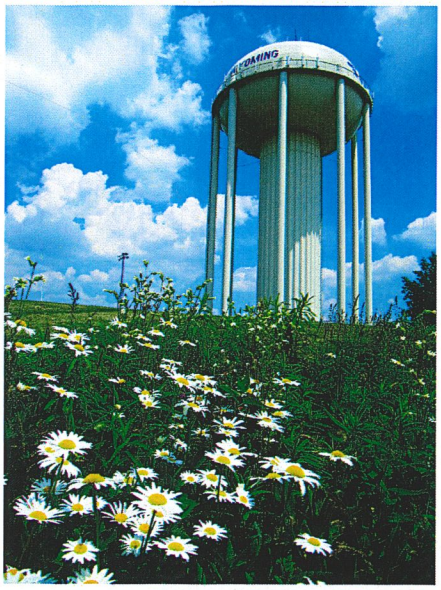
Based on the proposal, detailed scope of work, interview, and reference checking, staff recommends engaging Houseal and Lavigne Associates as the consultant to lead the Master Plan effort at the submitted not-to-exceed cost of $179,178.

City of Wyoming, Michigan

Master Plan

Consultant Interview

January 10, 2019



HOUSEAL LAVIGNE ASSOCIATES

ABONMARCHE

LEE NELSON WEBER

RECENT AWARDS

2018
IL APA Healthy Active Community Award
Healthy Chicago 2.0

Special Achievement in GIS Award (Esri)
Oshkosh Corporation World Headquarters / Lakeshore Redevelopment

VA APA - Commonwealth Plan of the Year Award
Bristol Comprehensive Plan

2017
IL APA - Outreach Award
Envision Oak Park Comprehensive Plan

2016
MN APA - Innovation Award
St. Cloud Comprehensive Plan

2015
MI APA - Daniel Burnham Award (Best Plan)
Imagine Flint Master Plan

2014
American Planning Association
National Planning Excellence Award
for an Emerging Planning & Design Firm

MI APA - Planning Excellence Award for Public Outreach - Imagine Flint Master Plan

IA APA - Daniel Burnham Award (Best Plan)
Coralville Community Plan

2013
Kane County Plan of the Year Award
City of St. Charles Comprehensive Plan

2012
IL APA - Daniel Burnham Award (Best Plan)
Village of Downers Grove Comprehensive Plan

ACEC Illinois - Merit Award - Studies & Research
IL 47 Corridor Plan

2011
IL APA - Gold Award - Implementation
Village of Bartlett Town Center

TEAM PROFILE

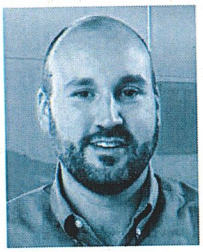
Our project team for the City of Wyoming's Master Plan assignment is made up of a team of professionals with specialized expertise in all areas of comprehensive planning, neighborhood and special area planning, housing studies and plans, infrastructure and conditions assessments, sustainability and resiliency planning, economic development and market analysis, community outreach and engagement, special area planning, and implementation. Our Team has been specifically assembled to provide the City of Wyoming with a responsive, effective, creative, and specifically unique plan for this important assignment.

HOUSEAL LAVIGNE ASSOCIATES

Houseal Lavigne is an innovation-based urban planning and design firm, which prides itself on creativity and collaboration. Our team approach is built on strong relationships, the exchange of ideas, and a commitment to the integration of technology. Houseal Lavigne is nationally recognized for its integrity, as a leader in planning, and is constantly identifying and developing new techniques and tools to engage residents, find new ways to visualize data, and create better workflows and methods to develop and communicate plans and concepts.

John Houseal, FAICP
Principal and Co-founder

John is Principal and Co-founder of Houseal Lavigne and has over 30 years of planning, design, economic development, and zoning related experience. He is regarded as one of the top planning professionals in the U.S. Several unique and very significant assignments have been directed by John, which provided momentum for his career, and he has directed a wide range of planning and urban design assignments across the country for communities of all types, including comprehensive plans, strategic plans, zoning ordinances, design guidelines, sustainability studies, corridor and downtown plans, and more. John's work has garnered national attention and he has received numerous awards at both the national and state level for topics related to urban planning, strategic planning, public outreach, innovation, zoning, graphic communication, outreach, urban design, development and implementation. These awards include: an IL APA Gold Award for Planning; an IL APA Silver Award for Plan Implementation; an IL APA Award for Planning Education; IL APA Awards for Strategic Planning; the DePaul University Chaddick Institute Development Award; the Greater OBCC Commercial Revitalization Award, APA National Excellence Award, and induction into Lambda Alpha International, an international honorary fraternity for professional excellence in the field of land economics.



Brandon Nolin, AICP
Principal Associate

Brandon is a Principal Associate at Houseal Lavigne Associates with 12 years of planning, urban design, and market analysis experience. Brandon specializes in comprehensive planning and economic development and is a self-described "numbers guy," who uses his background in archaeology, statistics, and market research to develop data-driven plans that are both physically achievable and economically viable. Brandon has created award-winning plans to reposition disinvested communities like Flint, MI and North Lawndale on Chicago's west side; leverage key redevelopment opportunities in growing downtowns; revitalize aging commercial corridors in inner ring suburbs; and strengthen small rural towns and emerging suburban communities. Brandon also has extensive knowledge and experience in the use of Geographic Information Systems (GIS).

Abonmarche is a multi-disciplined, full service firm that provides engineering, architecture, land surveying, marina/ waterfront, community planning, landscape architecture, and development services to private and public clients, including municipalities and state governments. Abonmarche will provide services relating to civil engineering and infrastructure concerns as it relates to the Wyoming Master Plan project.

Lee Nelson Weber brings considerable experience performing analysis to impediments of fair housing in and around Kent County, including the City of Wyoming. Lee served as the Program Director of the Dyer-Ives Foundation until its planned spendout in 2017. Prior to her work in philanthropy, she served for 15 years as the Executive Director of the Fair Housing Center of Greater Grand Rapids (now FHC of West Michigan), leading the Center's early growth and collaborating with local, state and federal authorities in the enforcement of fair housing laws.

Lee Nelson Weber

Analysis of Impediments to Fair Housing

Weber has been awarded the Liberty Bell Award by the Grand Rapids Bar Association in recognition of her civil rights work, and has also received the Heartside Champion Award. and theYWCA TRIBUTE! Award for Advocacy. Her community history involves several Board and leadership positions with organizations including the National Fair Housing Alliance, National Neighborhood Indicators Project (Urban Institute), ACLU-West Michigan, Kent County Land Bank Authority Advisory Committee, the Dispute Resolution Center, Foreclosure Response, Urban Institute for Contemporary Arts, Progressive Women's Alliance, the Advisory Committee to the Legal Education Department of Davenport College, and several human, economic and neighborhood development efforts through participation in United Way, YWCA, Grand Rapids Opportunities for Women (GROW), and various commercial and residential neighborhood development projects.

PLANNING APPROACH & SCOPE

Houseal Lavigne proposes a multi-step process for preparing the City of Wyoming's Master Plan and separate Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment. This program entails analyzing existing conditions to provide a concise and accurate assessment of the City's strengths, weaknesses, issues, and opportunities; emphasizing community participation to foster a sense of stewardship for the Plan; developing and evaluating alternative plans and policies; developing an attractive, user-friendly plan that effectively communicates planning recommendations and concepts; and formulating final Plan recommendations and implementation strategies that are both measurable and specific.

1 Project Initiation

To "kick-off" the planning process on the right foot, meetings with key City staff and officials will occur. We recommend the formation of a Steering/Advisory Committee to work with the consulting team and the City and to act as a "sounding board" to review deliverables and vet ideas. For proposal purposes, we will reference a Master Plan Advisory Committee (MPAC).

2 Public Participation

Community outreach and public participation are the cornerstones of our proposed planning process. Anticipating high levels of participation from an active and engaged community, our proposed outreach process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing the Master Plan and Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment for the City of Wyoming.

3 Market & Demographic Analysis

Undertaken in conjunction with the housing market analyses included in Step 4, the market and demographic analysis will determine the trends, supply, demand, and potential for commercial and industrial uses. A firm understanding of the existing market and the City of Wyoming's position within the context of the competitive environment will help to establish the foundation for land use planning and development decision-making.

4 Housing Needs Assessment

As a component of the overall Master Plan process, but delivered as a separate companion product, we will perform an analysis to impediments of fair housing choice and housing needs assessment that complies with HUD regulations 24 CFR 570.904(c). This step of the Scope of Work will be performed concurrently with Step 3, but as a more robust and detailed study related to the City's housing needs—addressing its challenges and opportunities over the next 20 years and methods of corrections to address identified impediments.

5 Existing Conditions Analysis

This step will include the analysis of existing conditions and future potentials within the community. It will be based on information provided by the City, feedback from community service providers, and reconnaissance, surveys, inventories, and analyses undertaken by the Consultant. The emphasis will be on the identification of existing conditions that will be taken into consideration during the formulation of goals, objectives, and planning recommendations.

6 Vision, Goals & Policies

The purpose of this step will be to establish an overall "vision" for the future of the City of Wyoming that can provide focus and direction for subsequent planning activities and serve as the "cornerstone" of the consensus building process. Based on the Vision and previous steps in the planning process, preliminary Goals and Objectives will also be prepared.

7 Special Planning Areas

This step will entail the preparation of a Special Planning Areas Framework Plan that identifies priority areas of the City and provides a framework for addressing issues within each area. The framework plan will identify areas of the City that will require more detailed planning efforts in the future, but will also establish an overall direction for how each area should be improved over time. The overall intent is to establish a foundation for future planning initiatives in specific geographic areas of the community.

8 City-Wide Plans & Policies

This step will entail the preparation of future plans for growth, land use and development, transportation and mobility, open space and environmental features, community facilities and infrastructure, housing, community resiliency and sustainability, and much more. These future plans will provide the "core" for the Master Plan and will reflect community input and the City's Goals and Objectives.

9 Implementation Strategy

An Implementation Strategy will be prepared which will describe the specific actions required to carry out the Master Plan's policy outcomes, including recommendations regarding zoning and other regulations, CIP priority improvement projects, public/private partnership opportunities, redevelopment sites, potential funding sources and implementation techniques, and general administration and follow-up to the Plan.

10 Plan Documents & Adoption

Based on the previous steps in the planning process, the draft and final versions of the Master Plan and Housing Needs Assessment documents will be prepared for local review and consideration, including the Plan Commission public hearing and the presentation to and adoption by the City Council.

CITY OF
Wyoming
MICHIGAN

ADDENDUM – PROPOSAL FOR THE PREPRARATION OF A MASTER PLAN FOR THE CITY OF WYOMING, MICHIGAN

BID DUE: 11:00 AM; Tuesday, DECEMBER 18, 2018

ADDENDUM #1

The following attached documents are added to the Request for Proposal for the preparation of a master plan for the City of Wyoming, Michigan:

City Contract Standard Terms and Conditions

Federal Labor Standard Provisions

Questions regarding the specifications may be directed to Nichole Hofert, City planner at hofertn@wyomingmi.gov or by contacting the Purchasing Department at 616-530-7229 (Monday-Thursday, 7:00 AM – 5:00 PM).

The Addendum shall be part of and be incorporated into this bid/proposal.

Please complete this addendum and attach to your bid/proposal. If your bid proposal has already been submitted, please return the addendum to the Clerk's Office in a sealed envelope with the name of the bid/proposal written on the outside of the envelope.

Houseal Lavigne		
COMPANY		
(312) 372-1008	(708) 785-7526	jhouseal@hlplanning.com
BUSINESS PHONE	CELL PHONE	EMAIL ADDRESS (REQUIRED)
John Houseal, FAICP		12/18/2018
NAME (PLEASE PRINT)	SIGNATURE (REQUIRED)	DATE

CITY OF
Wyoming
MICHIGAN

BID PROPOSAL FORM

State proposal prices as per the specifications included herein. Proposal price shall include all delivery charges.

$ 179,718

The Consultant shall submit, on a monthly basis, invoices for services performed and reimbursable directly related job expenses incurred on the project during the billing period. Invoices are due and payable no later than thirty (30) days from the date of the City's receipt of the invoice.

TERMS

Houseal Lavigne

COMPANY

188 W. Randolph Street, Suite 200

STREET ADDRESS PO BOX

Chicago IL 60601

CITY STATE ZIP CODE

(312) 372-1008 (708) 785-7526 jhouseal@hlplanning.com

BUSINESS PHONE CELL PHONE EMAIL ADDRESS (REQUIRED)

BID PROPOSAL FORM CONTINUED

Is the bidder/contractor a:	YES	NO
Woman Owned Company?		✓
Minority Owned Company?		✓
Section 3 Certified Contractor? If yes, Dunns #: _____		✓
The bidder/contractor certifies that they are not in default on any contract or agreement with the city or any taxes, fines or fees due the city.	✓	
The bidder/contractor certifies that they have not been disbarred or suspended in the past three years?	✓	
The bidder/contractor represents and warrants to the City that it is not on the Federal EPLS	✓	
The bidder/contractor certifies it is not an Iran linked business as defined in the Michigan Iran Economic Sanctions Act, 2012 P.A.517	✓	
The bidder/contractor certifies that it complies with the Elliot Larson Civil Rights Act, the Persons with Disabilities Act, Equal Employment Opportunity, and any other applicable laws related to employment and non-discrimination.	✓	
Are you, or the business owner related to any elected official or employee of the City?		✓
If yes, list name and relationship: _____		

The bid proposal form shall be part of and be incorporated into this contract. The bidder agrees to all specifications, terms and conditions as stated herein:

John Houseal, FAICP
AUTHORIZED BY (PLEASE PRINT)

Principal and Co-founder
TITLE

SIGNATURE (REQUIRED)

12/18/2018
DATE

CITY OF Wyoming MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

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

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: _____, 2019.

"Professional" means: Houseal Lavigne Associates, LLC
[Name of professional entity]
An Illinois limited liability company
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
188 West Randolph Street, Suite 200
[Professional's street address]
Chicago, IL 60601
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services, dated December 18, 2018, a copy of which is attached as Exhibit B.

"Services" means: The preparation and delivery of a Master Plan and Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment as defined the Proposal and in the "Project Budget & Task Allocation" schedule "Meetings & Consultant Visits" and "Deliverables," a copy of which is attached as Exhibit C.
[Detail the work: *e.g.*, "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

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

1. Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.

   A. The Proposal identities that the Professional is engaging Abonmarche Consultants, Inc. ("Abonmarche") and Lee Nelson Weber ("Weber") as part of the Professional's team to provide some services. All fees from services to be provided by Abonmarche and Weber are included within the Proposal, will be billed by, and paid to the Professional. Professional will be the City's contact for and primarily responsible for all services provided by Abonmarche and Weber.

2. The City will pay Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so Professional can perform the Services as described by the Proposal.

3. Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows: NONE.

4. In addition to conditions defined in the Proposal, these conditions also apply:

   A. Professional will provide materials being used at public meetings a minimum of 5 business days prior to the event for review by City Staff.
   B. Professional will bill on a percent complete invoice. Invoices will bill by "Step" and will adhere to the total budget allocations outlined in the "Project Budget & Task Allocation" schedule, attached as Exhibit C. If a deliverable is part of a "Step", the Step may not be billed to 100% until the City has accepted the final deliverable.
   C. Professional will provide a detailed description and list of work complete with each invoice being billed for.

5. This is the only agreement between the parties regarding the Services that are the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Professional.

[SIGNED ON NEXT PAGE.]

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

City of Wyoming

By:_____
Jack A. Poll, Mayor

By:_____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2019

Approved as to form:

_____
Scott G. Smith, City Attorney

Houseal Lavigne Associates, LLC
[Professional's name]

By:_____
[Signature officer, director or principal of Professional]
John Houseal, FAICP, Principal & Co-Founder
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: _____, 2019

Attachments:
Exhibit A - City Professional Services Contract Standard Terms and Conditions
Exhibit B – Proposal
Exhibit C - Project Budget & Task Allocation

Exhibit A

CITY OF Wyoming MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.

2. Legal Compliance. Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. Approvals. Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.

4. Grant Compliance. If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

5. Qualifications. Professional represents and promises that:

A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. Neither Professional nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City 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 (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Professional, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. Diversity and Inclusion. Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (*e.g.*, Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and https://www.eeoc.gov/).

7. Ethical Standards. Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.

8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall 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. Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

10. 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 the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

11. Intellectual Property Guaranty. Professional guarantees the sale or use of software, records or other intellectual property provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional willl retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: $1,000,000 Each Occurrence Limit $2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) 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): $1,000,000 per person $1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
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 the City Contract.
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 used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

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

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

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

Exhibit B

Proposal

As Attached

Exhibit C

PROJECT BUDGET & TASK ALLOCATION

The table to the right outlines **Houseal Lavigne**'s fee proposal to complete the City of Wyoming's Master Plan assignment. In addition, the far right column displays a corresponding percentage of total budget for each step. The not-to-exceed fee totals **$179,718** and includes anticipated direct project-related expenses, including travel, printing, copies, mileage, etc.

The following page outlines the specific meetings, consultant visits, and deliverables that will be provided as outlined in the Scope of Work submitted as part of our proposal for the Master Plan assignment.

	Budget	% Total Budget
Step 1: Project Initiation	$10,630	6%
1a. Staff Coordination Meeting		
1b. City Department Heads Meeting		
1c. Steering Committee Orientation and Initiation Workshop		
Step 2: Public Participation	$15,440	8%
2a. Interactive Project Website		
2b. map.social		
2c. Community Workshop		
2d. Business Workshop		
2e. Student/Youth Workshop		
2f. Stakeholder Interviews or Focus-Group Discussions		
2g. Do-it-Yourself (DIY) Workshop Kits		
2h. Naming and Collateral		
2i. Social Media and Traditional Media Content		
2j. Online Questionnaires		
Step 3: Market and Demographic Analysis	$5,480	3%
3a. Demographic Analysis		
3b. Market Assessment/Development Potentials		
Step 4: AI and Housing Needs Assessment	$25,900	15%
4a. Analysis of Impediments to Fair Housing		
4b. Housing Needs Assessment		
4c. Jobs/Housing Assessment		
4d. Draft AI and Housing Needs Assessment Report		
4e. Staff Review		
4f. Steering Committee Meeting #2		
Step 5: Existing Conditions and Plan Analysis	$27,050	16%
5a. Past Plans, Studies, and Reports		
5b. Zoning and Development Controls		
5c. Existing Land Use and Development		
5d. Public Facilities and Infrastructure		
5e. Transportation and Mobility		
5f. Parks, Open-Space, and Environmental Features		
5g. Special Planning Area Assessment		
5h. Community Profile - Issues and Opportunities Memorandum		
5i. Staff Review		
5j. Steering Committee Meeting #3		
Step 6: Vision, Goals, and Policies	$8,580	5%
6a. Community Visioning Session/Charrette		
6b. Vision Statement		
6c. Goals and Preliminary Policies		
6d. Staff Review		
Step 7: Special Planning Area	$15,100	8%
7a. Preliminary Special Planning Areas Framework Plan		
7b. Staff Review of Special Planning Areas Framework Plan		
7c. Steering Committee Meeting #4		
Step 8: Community-Wide Plans & Policies	$35,920	20%
8a. Land Use and Development Plan		
8b. Framework Plans for Res., Comm, and Industrial Areas		
8c. Transportation and Mobility Plan		
8d. Public Facilities and Infrastructure Plan		
8e. Parks, Trails, and Open-Space Plan		
8f. Placemaking and Economic Development Framework		
8g. Resiliency and Sustainability Framework		
8h. Staff Review		
8i. Steering Committee Meeting #5		
Step 9: Implementation Strategy	$9,980	5%
9a. Zoning Plan		
9b. Action Agenda		
Step 10: Plan Documents and Adoption	$17,080	9%
10a. Draft Comprehensive Plan Document		
10b. Staff Review		
10c. Steering Committee Meeting #6		
10d. Community Open House		
10e. Plan Commission Public Hearing		
10f. Final Plan Adoption - City Council		
10g. Executive Summary Poster Plan		
Direct Expenses	$8,558	5%

Project Totals	
Total project professional fees (without direct expenses)	$171,160
TOTAL PROJECT BUDGET (with direct expenses)	$179,718

MEETINGS & CONSULTANT VISITS

The Consultant Team will attend meetings associated with the tasks displayed right as outlined in the Scope of Work submitted as part of our proposal. Each meeting or visit is identified by the Step included in the Scope of Work.

A meeting is defined as a gathering requiring the attendance of the Consultant Team, including workshops, formal presentations, and meetings. Public meetings shall be scheduled at least seven (7) to fifteen (15) days in advance, and public hearings shall be scheduled with sufficient advance notice to comply with state and local notice requirements. Attendance at additional meetings must be agreed to in writing and the compensation and schedule for completing such meetings shall be subject to negotiation between the City of Wyoming and the Consultant Team. The Consultant Team may conduct "site visits" to gather information, data, and perform field reconnaissance. These "site visits" shall not be counted as meetings.

1a	Staff Coordination Meeting
1b	City Department Heads Meeting
1c	Steering Committee Orientation and Initiation Workshop
2c	Community Workshop
2d	Business Workshop
2e	Student/Youth Workshops (up to 3)
2f	Focus Group Discussions/Key Person Interviews (up to 15)
4f	Steering Committee Meeting
5j	Steering Committee Meeting
6a	Community Vision Workshop
8j	Steering Committee Meeting
10c	Steering Committee Meeting
10d	Community Open House
10e	Plan Commission Public Hearing
10f	City Council Presentation

DELIVERABLES

The Consultant Team agrees to provide the deliverables listed to the right to the City of Wyoming. Each deliverable is identified by the Step included in the Scope of Work submitted as part of our proposal.

The Consultant Team shall provide all deliverables at least five (5) days in advance of all public meetings. All deliverables become the property of the City of Wyoming, including all hard copies and electronic file copies.

1a-c	Meeting Summaries
2a	Interactive Project Website
2b	map.social (interactive web-based issues mapping)
2g	Do-It-Yourself (DIY) Kits
2h	Naming and Collateral
2i	Social Media and Traditional Media Content
2j	Online Questionairres (resident, business, and youth)
2a-j	Summaries of Outreach Events and Activities
4d	Analysis of Impediments to Fair Housing and Housing Needs Assessment
5h	Community Profile – Issues and Opportunities Memorandum (including 3a-b: Market Assessment findings)
6b-c	Vision, Goals, and Preliminary Policies
7a	Special Planning Areas Framework Plan
8a	Community-Wide Plans
10a	Draft Plan (including 9a-b: Implementation Strategy)
10e	Public Hearing Draft Plan
10f	Final Plan
10g	Executive Summary Poster Plan

2/18/19
Engineering/RJH:nll

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE REHABILITATION AND WIDENING OF THE INTERURBAN TRAIL FROM KELLOGGSVILLE PARK TO 32ND STREET

WHEREAS:

1. The City of Wyoming in cooperation with the Michigan Department of Transportation (MDOT) proposes to rehabilitate the Interurban Trail from Kelloggsville Park to 32nd Street.
2. Proposed improvements include resurfacing and widening the existing non-motorized path including concrete sidewalk ramps, permanent signing and pavement markings.
3. The Michigan Department of Transportation has submitted the attached City-State Agreement outlining the rights and obligations for the parties.
4. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately $213,982, which can be financed out of the Major Street Fund Account No. 202-441-46300-972.502.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with MDOT for the rehabilitation of the Interurban Trail from Kelloggsville Park to 32nd Street.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 18, 2019.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Agreement

TAP DA

Control Section	TAU 41401
Job Number	127069CON
Project	1900(201)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	19-5008

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 8, 2019, attached hereto and made a part hereof:

Non-motorized path, resurfacing, and widening work along the Interurban Trail from Kelloggsville Park to 32nd Street; including concrete sidewalk ramp, permanent signing, and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

(3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.

C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Transportation Alternatives Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) $352,618 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described

as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way

on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF WYOMING

By_____
Title:

By_____
Title:

Approved as to form

Scott G. Smith, City Attorney
Date: 01.24.2019

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

REVIEWED
By Larry Doyle at 7:45 am, 1/15/19

January 8, 2019

EXHIBIT I

CONTROL SECTION	TAU 41401
JOB NUMBER	127069CON
PROJECT	1900(201)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	$566,600

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$566,600
Less Federal Funds*	$352,618
BALANCE (REQUESTING PARTY'S SHARE)	$213,982

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

02/18/19
Purchasing/KRO/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A QUOTE FROM JOHNSTONE SUPPLY
FOR THE PURCHASE OF HVAC PARTS

WHEREAS:

1. As detailed in the attached Staff Report, quotes were received for the purchase of HVAC parts.
2. It is recommended City Council accept the quote from Johnstone Supply.
3. Funds are budgeted in the Water Treatment Plant Maintenance Supply account number 591-591-55300-775000 and the Sewer Fund Maintenance Supply account number 590-590-54300-775000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Johnstone Supply for the purchase of HVAC parts.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 18, 2019.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Spreadsheet
Quotes (2)

STAFF REPORT

Date: February 4, 2019

Subject: HVAC Parts

From: Tom Wilson, Utility Maintenance Manager

Meeting Date: February 18, 2019

RECOMMENDATION:

It is recommended that the City Council accept a quote from Johnstone Supply to provide heating and cooling parts.

SUSTAINABILITY CRITERIA:

Environmental Quality – Wyoming's two utility plants are actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Buying heating and cooling items locally means shorter delivery runs, which reduces the environmental impact of longer distance deliveries.

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

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

QUALITY SERVICE IMPACT:

Johnstone Supply has supplied heating and cooling parts in the past and has proven to be reliable supplier that provides an excellent product at a competitive price.

DISCUSSION:

Replacement and installation of new HVAC parts is a critical aspect of maintenance responsibilities at both the Drinking Water Plant and the Clean Water Plant. The City of Wyoming Charter and Code require that purchases of tangible items in excess of $7500 require a formal sealed bid. Since it is likely that the purchase of these HVAC items will exceed $7500 per fiscal year, the City recently solicited bids, through its website and direct email, from heating and cooling companies. The bid invitation included a list of 80 typical heating and cooling parts

and supplies commonly used at the utility plants. In response, we received one bid from Aspen Refrigerants, Inc. Upon review of their bid, it became apparent that they only provided a bid on 3 of the 80 items listed. As a result, we found their bid to be unacceptable.

As no other bids were received, we requested quotes from known HVAC parts supply houses. We received two quotes in response to this request. These quotes each indicated a unit cost and a total cost for a quantity that we specified. The total cost of each quote is as follows:

Johnstone Supply	$12,569.17
Shoemaker Inc.	$8,648.14

Although Shoemaker, Inc. provided the lowest total quote, they only provided pricing on 56 of the 80 items listed. Johnstone Supply submitted pricing on all 80 items listed.

Johnstone Supply has proven to be an excellent supplier that provides an excellent product at a competitive price. Johnstone Supply is also located in both Holland and Wyoming thereby providing ease of access for both utilities.

BUDGET IMPACT:

The parts we have already purchased during the current fiscal year combined with what we foresee will be needed for the balance of the fiscal year, we expect that the purchase of HVAC parts will exceed $7500. We are also budgeting an amount over the $7500 for the new fiscal year that will begin on July 1, 2019. Therefore, we are recommending that City Council approve the purchase of these parts as quoted by Johnstone Supply. Funds for these purchases will be available in the Water Treatment Plant Maintenance Supply Account 591-591-55300-775000 and in the Sewer Fund Maintenance Supply Account 590-590-54300-775000.

Johnstone & Shoemaker Price Comparision

Item Purchased	Qty	Make/Model	Johnstone Supply Cost	Johnstone Supply Total	Shoemaker Inc Cost	Shoemaker Inc Total
Silicone Sealant 10.1 oz.	1	Boss 31200 Clear NSF/FDA	$8.64	$8.64	4.14	20.7
Alum Frame Metal Air Filter Washable	8	L91-328 Flanders 51255.022424 24X24X2	55.04	440.32		
Alum Wash KKM 2"	4	Flanders 51255.021224 12X24X21	38.28	153.12		
V-Belt	16	P33-048 Browning 1082254 A48	11.20	179.20	5.16	82.56
V-Belt	10	P53-020 Jason A20/4L220 Dual Purp.	4.85	48.50	3.99	39.86
V-Belt	2	P33-037 Browning 1082148 A37	9.58	19.16	4.78	9.55
V-Belt	4	P34-563 Browning 1089812 BX63 Cogged	23.32	93.28	17.13	68.5
V-Belt	5	P53-019 Jason A19/4L210 Dual Purp	5.25	26.25	3.99	19.93
V-Belt	4	P33-027 Browning 1082049 A27	8.02	32.08	4.19	16.77
Cogged V-Belt	2	P34-578 Browning 1089911 BX78	28.04	56.08		
Cogged V-Belt	2	P33-343 Browning 1089390 AX43	13.08	26.16		
Unimatch V-Belt	2	P53-018 Jason A18/4L200	4.98	9.96	3.95	7.9
Cogged V-Belt	2	P33-336 Browning 1089358 AX36	11.44	22.88		
V-Belt	1	P33-044 Browning 1082213 A44	10.78	10.78	3.95	7.9
Cogged V-Belt	4	P34-546 Browning 1089689 BX46	19.44	77.76	14.27	57.08
Flush for 5-7 Ton Systems	6	B82-020 NU-Calgon 4300-11 2# RX11	103.23	619.38	95.38	572.28
Coil	1	L36-690 Eaton C25DNF340-T Contactor 3P 24V 40-AMP DP 24V	49.55	49.55	19.35	193.48
Red Gage Oil 4oz	1	H25-607 A-102	17.87	17.87		
Resistor	5	BAPI BA/20K (XL10) - RSO	23.49	117.45	26.9	134.52
Transformer	1	L37-310 PF52475 UET79R 75VA	52.25	52.25		
B&G Mechanical Seal	2	L45-899 118681 LF	26.85	53.70	26.51	59.02
Varicel SH Merv 11 12+24+12	12	331-953-150 1121953-150	98.59	1183.08		
Varicel SH Merv 11 20+24+12	4	331-953-189 1121953-189	143.86	575.44		
Gas	1	10CDIC Full Tank 10# CO2	102.56	102.56	25.5	25.5
Refrig	1	B98-451 R407C-25 R407C 25LB	162.75	162.75	160	800
Vacuum and Case	1	H85-809 Fieldpiece SMAN360 Digital Manifold 2-Valve 3-Port	516.60	516.60	521.49	521.49
Flush for 5-7 Ton Systems	1	BB2-020 NU-Calgon 4300-11 2# RX11	103.23	103.23	95.38	476.9
ODF Suction Drier	2	B12-302 ASD-45S7-VV 049173 7/8"	84.72	169.44	71.27	142.54
Thermal Expansion Valve	2	B15-447 067L5957 R-410A 5Ton	131.40	262.80		
Flush Gun & Hose Injection Tool	1	B85-710 NU-Calgon 4300-08 RX11 Starter Kit W/1# Can	121.37	121.37	112.14	560.7
Nitrogen Gas (F)	1	H93-045 40NIC Full Tank RR 40CF	171.47	171.47	18.7	93.5
Single Panning	1	ST20717 ST 207-17	3.90	3.90	3.88	19.4
24V Module	5	L37-808 HW S8610U3009/U	149.35	746.75	116.15	580.74
Fan Time Delay	3	L39-221 12508 5H0730350000	68.75	206.25		
Motor	3	S58-234 D190 Motor DD 3.3 FRM 1/40 HP	120.45	361.35		
Motor OEM Unit Heater	5	S89-216 D242 Motor OEM Unit Heater 42FRM 1/20HP 1050 RPM 115V 1SP	287.24	1436.20		
Fan Time Delay	2	L39-221 12508 %H0730350000	68.75	137.50		
Wall Mount HUM Sensor	1	Veris HEW3MSX	105.90	105.90		
Pleat Merv 8	12	L91-582 5251184831 16X16X2 Key	4.68	56.16	3.44	41.28
Tee Joint	3	ST2194 ST 291 4"	14.21	42.63	11.18	33.54
Tee Joint	2	ST2196 ST 219 6"	11.48	22.96	11.18	22.36
Blast Gate	1	ZSM FG-4 Full 4"	40.47	40.47	47.7	47.47
End Cap	2	ST1524 ST 152 4"	3.69	7.38	4.88	9.76
End Cap	2	ST1526 ST 152 6"	3.25	6.50	4.88	4.88
Duct Ring	1	L88-266 H&C 013200 11 GS 6"	8.64	8.64	5.74	28.7

Round Ceiling Diffuser	1	L88-242 H&C 012900 16W 6"	10.30	10.30	10.37	51.85
Humidifier Canister	1	Liebert 154016P2	408.93	408.93		
Capacitor	1	EMBPABST Cap .63UF Capicitor .63UF	124.78	124.78		
Mechanical Seal	1	L45-899 118681LF B&G	26.85	26.85	29.51	147.55
Galv 5' Pipe	4	STV43060 ST 4" 30GA	5.67	22.68	6	30
Elbow	4	STV43090EL ST 4" 30GA	1.90	7.60	1.86	7.44
Drive Cleat	1	ST21360 ST 213 60"	2.28	2.28	1.7	8.5
Taper Bushing	1	ST13364 ST 133 6-4"	5.44	5.44	5.16	25.8
High Wind Cap	2	L88-158 2004204 4RHW	14.53	29.06		
Storm Collar	2	L88-251 H&C 016119 4RS 4"	2.52	5.04	10.2	20.4
Galv 5' Pipe	2	STV42660 STV 4" 26GA	9.15	18.30	1.76	3.52
Elbow	4	STV42690EL STV 4" 26GA	2.71	10.84	2.34	9.36
Short Bushing	4	ST23354 ST 233 5X4"	5.65	22.60	6.58	26.32
Refrigerant	2	B92-373 R134a-30STD	148.32	296.64	153.88	307.69
Body Gasket	2	L39-658 P48690	13.26	26.52	16.8	33.6
Shafts	2	L45-894 186862LF Seal Kit #1 1-1/4	139.71	279.42	153.62	307.23
Shafts	1	B&G 185025 SS Sleeve Kit 1-1/4"	146.52	146.52	120	600
Transformer	1	L37-310 PF52475 UET79R 75GA	52.25	52.25	26.9	134.62
Refrigerant	4	B92-373 R134a-30STD	148.32	593.28	153.85	615.38
Unit Heater	1	Modine HER100-12 Electric Unit Heater 240V 1PH 10KW	1126.52	1126.52		
Body Gasket	3	L39-659 P57700	4.28	12.84	4.76	14.28
Galv 5' Pipe	2	STV42660 STV 4" 26GA	9.15	18.30	10.23	20.46
Crimper	1	H26-879 C5RCJ Redline 5-Blace	52.25	52.25	36.67	36.67
Key Pleat Merv 8	24	L91-590 5251123101 20X20X2	3.57	85.68	3.32	79.56
Thermostat	1	L39-007 WR 1F78-144 Econ Sngl Stg Digital Non-Programmable	33.99	33.99	24.75	123.75
Cover Plate	1	L40-440 HW 50002883-001/U	19.24	19.24	12.44	62.18
Pilot Assy	1	L47-866 56155 5H0806900002 LP	90.75	90.75		
Sweat Zone Valve	1	L40-102 V8043A1029 3/4"	131.45	131.45	89.53	447.64
Z-Braker Set W/Wires	2	G36-438 ZK003 3AMP	14.57	29.14		
Tee Joint	1	T2194 ST 219 4"	14.21	14.21	11.18	55.9
Storm Collar	2	L88-251 H&C 016119 4RS 4"	2.52	5.04		
Metlvent Pipe	1	L88-124 H&C 016105 4RPX12 4X12"	10.46	10.46	7.33	36.65
Metlvent Pipe	1	L89-854 H&C 016105 4RPX18 4X18"	12.60	12.60	8.83	44.15
Metlvent Pipe	1	L96-348 H&C 016102 4RPX3 4x36"	22.32	22.32	15.61	78.05
Module	1	L37-808 HW S861OU3009/U 24"	149.35	149.35	116.05	580.74
				$12,569.17		8608.1

JOHNSTONE SUPPLY
2127 112TH AVE STE A
HOLLAND, MI 49424-9626
616-392-9239 Fax 616-394-9277

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Quotation

QUOTE DATE	QUOTE NUMBER
01/14/19	S4767998

PAGE NO: 4

QUOTE TO:
CITY OF WYOMING
P.O. BOX 905
WYOMING, MI 49509

Ph:616-530-7225 Fax:616-249-3486

SHIP TO:
CITY OF WYOMING
CLEAN WATER PLANT
2350 IVANREST AVE SW
GRANDVILLE, MI 49418

CUSTOMER NUMBER	CUSTOMER P/O NUMBER	RELEASE NUMBER	QUOTED TO
14205	2019-00000093		

WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1301	UPS.GROUND	NET 15TH PROX	02/13/19

QUOTE QTY	DESCRIPTION	Each	Extended
	CEILING DIFFUSER		
5ea	LIEBERT 154016P2 HUMIDIFIER CANISTER	408.930	2044.65
	Special Order Restock Fee May Apply		
5ea	EBM-PAPST R2E220-AA84-92 MOTOR	0.000	0.00
	Special Order Restock Fee May Apply		
	**********		
	OBSOLETE****		
	**********		
5ea	EBMPABST CAP.63UF CAPACITOR .63UF	124.780	623.90
	Special Order Restock Fee May Apply		
5ea	L45-899 118681LF B&G MECHANICAL SEAL	26.850	134.25
4ea	STV43060 ST 4" 30GA GALV 5' PIPE	5.670	22.68
4ea	STV43090EL ST V430 4" 30GA ELBOW	1.900	7.60
5ea	ST21360 ST 213 60" DRIVE CLEAT	2.280	11.40
5ea	ST13364 ST 133 6-4" TAPER BUSHING	5.440	27.20
2ea	L88-158 2004204 4RHW HIGH WIND CAP	14.530	29.06
2ea	L88-251 H&C 016119 4RS 4" STORM COLLAR	2.520	5.04
2ea	STV42660 STV 4" 26GA GALV 5' PIPE	9.150	18.30
4ea	STV42690EL STV V426 4" 26GA ELBOW	2.710	10.84
4ea	ST23354 ST 233 5x4" SHORT BUSHING	5.650	22.60
2ea	B92-373 R134a-30STD REFRIGERANT 30# (HAZMAT-DIRECT SHIP $28.50/NO UPS)	148.320	296.64
2ea	L39-658 P48690 BODY GASKET	13.260	26.52
2ea	L45-894 186862LF SEAL KIT #1 1-1/4 SHAFTS	139.710	279.42
5ea	B&G 185025 SS SLEEVE KIT 1-1/4"	146.520	732.60

*** Continued on Next Page ***

JOHNSTONE SUPPLY
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HOLLAND, MI 49424-9626
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01/14/19	S4767998

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CITY OF WYOMING
CLEAN WATER PLANT
2350 IVANREST AVE SW
GRANDVILLE, MI 49418

CUSTOMER NUMBER	CUSTOMER P/O NUMBER	RELEASE NUMBER	QUOTED TO
14205	2019-00000093		

WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1301	UPS.GROUND	NET 15TH PROX	02/13/19

QUOTE QTY	DESCRIPTION	Each	Extended
	THERMAL EXPANSION VALVE		
5ea	B85-710 NU-CALGON 4300-08 RX11 STARTER KIT W/1# CAN,FLUSH GUN & HOSE, INJECTION TOOL	121.370	606.85
5ea	H93-045 40NIC FULL TANK RR 40CF NITROGEN GAS (F)	171.760	858.80
5ea	ST20717 ST 207-17 SINGLE PANNING	3.900	19.50
5ea	L37-808 HW S8610U3009/U 24V MODULE	149.350	746.75
3ea	L39-221 12508 5H0730350000 FAN TIME DELAY	68.750	206.25
3ea	S58-234 D190 MOTOR DD 3.3FRM 1/40HP 1500RPM 230V 1SP CW OAO 0.6AMP	120.450	361.35
5ea	S89-216 D242 MOTOR OEM UNIT HEATER 42FRM 1/20HP 1050RPM 115V 1SP	287.240	1436.20
2ea	L39-221 12508 5H0730350000 FAN TIME DELAY	68.750	137.50
5ea	VERIS HEW3MSX WALL MOUNT HUM SENSOR 3% ACC 4-20 MA Special Order Restock Fee May Apply	105.900	529.50
12ea	L91-582 5251184831 16X16X2 KEY PLEAT MERV 8	4.680	56.16
3ea	ST2194 ST 219 4" TEE JOINT	14.210	42.63
2ea	ST2196 ST 219 6" TEE JOINT	11.480	22.96
1ea	ZSM FG-4 FULL 4" BLAST GATE	40.470	40.47
2ea	ST1524 ST 152 4" END CAP	3.690	7.38
2ea	ST1526 ST 152 6" END CAP	3.250	6.50
5ea	L88-266 H&C 013200 11 GS 6" DUCT RING	8.640	43.20
5ea	L88-242 H&C 012900 16W 6" ROUND	10.300	51.50

*** Continued on Next Page ***

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Quotation

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01/14/19	S4767998

PAGE NO: 2

QUOTE TO:
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Ph:616-530-7225 Fax:616-249-3486

SHIP TO:
CITY OF WYOMING
CLEAN WATER PLANT
2350 IVANREST AVE SW
GRANDVILLE, MI 49418

CUSTOMER NUMBER	CUSTOMER P/O NUMBER	RELEASE NUMBER	QUOTED TO
14205	2019-00000093		

WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1301	UPS.GROUND	NET 15TH PROX	02/13/19

QUOTE QTY	DESCRIPTION	Each	Extended
6ea	B82-020 NU-CALGON 4300-11 2# RX11 FLUSH FOR 5-7 TON SYSTEMS	103.230	619.38
10ea	L36-690 EATON C25DNF340-T CONTACTOR 3P 24V 40-AMP DP 24V COIL	49.550	495.50
5ea	H25-607 A-102 RED GAGE OIL 4oz	17.870	89.35
5ea	BAPI BA/20K(XL10)-RSO RESISTOR Special Order Restock Fee May Apply	23.490	117.45
5ea	L37-310 PF52475 UET79R 75VA TRANSFORMER	52.250	261.25
2ea	L45-899 118681LF B&G MECHANICAL SEAL	26.850	53.70
? 12ea	331-953-150 1121953-150 VARICEL SH MERV 11 12+24+12 Special Order Restock Fee May Apply	98.590	1183.08
? 4ea	331-953-189 1121953-189 VARICEL SH MERV 11 20+24+12 Special Order Restock Fee May Apply	143.860	575.44
5ea	H93-016 10ACIC FULL TANK MC 10CF ACETYLENE GAS	102.560	512.80
5ea	B98-451 R407C-25 R407C 25lb REFRIG (HAZMAT-DIRECT SHIP $28.50/NO UPS)	162.750	813.75
5ea	H85-809 FIELDPIECE SMAN360 DIGITAL MANIFOLD 2-VALVE 3-PORT W/ VACUUM AND CASE	516.600	2583.00
5ea	B82-020 NU-CALGON 4300-11 2# RX11 FLUSH FOR 5-7 TON SYSTEMS	103.230	516.15
2ea	B12-302 ASD-45S7-VV 049173 7/8" ODF SUCTION DRIER	84.720	169.44
2ea	B15-447 067L5957 R-410A 5-Ton	131.400	262.80

*** Continued on Next Page ***

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Quotation

QUOTE DATE	QUOTE NUMBER
01/14/19	S4767998

PAGE NO: 1

QUOTE TO:
CITY OF WYOMING
P.O. BOX 905
WYOMING, MI 49509

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SHIP TO:
CITY OF WYOMING
CLEAN WATER PLANT
2350 IVANREST AVE SW
GRANDVILLE, MI 49418

CUSTOMER NUMBER	CUSTOMER P/O NUMBER	RELEASE NUMBER	QUOTED TO
14205	2019-00000093		

WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1301	UPS.GROUND	NET 15TH PROX	02/13/19

QUOTE QTY	DESCRIPTION	Each	Extended
5ea	BOSS 31200 CLEAR NSF/ FDA SILICONE SEALANT 10.1oz	8.640	43.20
? 8ea	L91-328 FLANDERS 51255.022424 24X24X2 KKM ALUM FRAME METAL AIR FILTER WASHABLE Special Order Restock Fee May Apply	55.040	440.32
? 4ea	FLANDERS 51255.021224 12X24X2 ALUM WASH KKM 2" Special Order Restock Fee May Apply	38.280	153.12
16ea	P33-048 BROWNING 1082254 A48 V-BELT	11.220	179.52
10ea	P53-020 JASON A20/4L220 DUAL PURP V-BELT	4.850	48.50
2ea	P33-037 BROWNING 1082148 A37 V-BELT	9.580	19.16
4ea	P34-563 BROWNING 1089812 BX63 COGGED V-BELT	23.320	93.28
5ea	P53-019 JASON A19/4L210 DUAL PURP V-BELT	5.250	26.25
4ea	P33-027 BROWNING 1082049 A27 V-BELT	8.020	32.08
2ea	P34-578 BROWNING 1089911 BX78 COGGED V-BELT	28.040	56.08
2ea	P33-343 BROWNING 1089390 AX43 COGGED V-BELT	13.080	26.16
2ea	P53-018 JASON A18/4L200 UNIMATCH V-BELT	4.980	9.96
2ea	P33-336 BROWNING 1089358 AX36 COGGED V-BELT	11.440	22.88
5ea	P33-044 BROWNING 1082213 A44 V-BELT	10.780	53.90
4ea	P34-546 BROWNING 1089689 BX46 COGGED V-BELT	19.440	77.76

*** Continued on Next Page ***

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Quotation

QUOTE DATE	QUOTE NUMBER
01/14/19	S4767998

PAGE NO: 5

QUOTE TO:
CITY OF WYOMING
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WYOMING, MI 49509

Ph:616-530-7225 Fax:616-249-3486

SHIP TO:
CITY OF WYOMING
CLEAN WATER PLANT
2350 IVANREST AVE SW
GRANDVILLE, MI 49418

CUSTOMER NUMBER	CUSTOMER P/O NUMBER	RELEASE NUMBER	QUOTED TO
14205	2019-00000093		

WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1301	UPS.GROUND	NET 15TH PROX	02/13/19

QUOTE QTY	DESCRIPTION	Each	Extended
	SHAFT Special Order Restock Fee May Apply		
5ea	L37-310 PF52475 UET79R 75VA TRANSFORMER	52.250	261.25
4ea	B92-373 R134a-30STD REFRIGERANT 30# (HAZMAT-DIRECT SHIP $28.50/NO UPS)	148.320	593.28
5ea	MODINE HER100-12 ELECTRIC UNIT HEATER 240V 1PH 10KW Special Order Restock Fee May Apply	1126.520	5632.60
3ea	L39-659 P57700 BODY GASKET 8 volute	4.280	12.84
2ea	STV42660 STV 4" 26GA GALV 5' PIPE	9.150	18.30
1ea	H26-879 C5RCJ REDLINE 5-BLADE CRIMPER	52.250	52.25
24ea	L91-590 5251123101 20X20X2 KEY PLEAT MERV 8	3.570	85.68
5ea	L39-007 WR 1F78-144 ECON SNGL STG DIGITAL NON-PROGRAMMABLE THERMOSTAT	33.990	169.95
5ea	L40-440 HW 50002883-001/U COVER PLATE TH5/6/7000	19.240	96.20
5ea	L47-866 56155 5H0806900002 LP PILOT ASSY	90.750	453.75
5ea	L40-102 V8043A1029 3/4" SWEAT ZONE VALVE	131.450	657.25
5ea	G36-438 ZK003 3AMP Z-BRAKER SET W/WIRES	14.570	72.85
1ea	GS 22591 OBS 1092 4" GALVANIZED ZIP CAP Special Order Restock Fee May Apply **********	0.000	0.00

*** Continued on Next Page ***

JOHNSTONE SUPPLY
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Quotation

QUOTE DATE	QUOTE NUMBER
01/14/19	S4767998

PAGE NO: 6

QUOTE TO:
CITY OF WYOMING
P.O. BOX 905
WYOMING, MI 49509

Ph:616-530-7225 Fax:616-249-3486

SHIP TO:
CITY OF WYOMING
CLEAN WATER PLANT
2350 IVANREST AVE SW
GRANDVILLE, MI 49418

CUSTOMER NUMBER	CUSTOMER P/O NUMBER	RELEASE NUMBER	QUOTED TO
14205	2019-00000093		

WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1301	UPS.GROUND	NET 15TH PROX	02/13/19

QUOTE QTY	DESCRIPTION	Each	Extended
	OBSOLETE **********		
5ea	ST2194 ST 219 4" TEE JOINT	14.210	71.05
2ea	L88-251 H&C 016119 4RS 4" STORM COLLAR	2.520	5.04
5ea	L88-124 H&C 016105 4RPX12 4x12" METLVENT PIPE	10.460	52.30
5ea	L89-854 H&C 016104 4RPX18 4x18" METLVENT PIPE	12.600	63.00
5ea	L96-348 H&C 016102 4RPX3 4x36" METLVENT PIPE	22.230	111.15
5ea	L37-808 HW S8610U3009/U 24V MODULE	149.350	746.75

Subtotal	28156.95
Freight	0.00
Sales Tax	0.00
Quote Total	28156.95

The quoted prices are based on our receipt of the total job quantity. Price is firm until expiration date noted above. All materials quoted and their quantities are to be reviewed for accuracy. Quotation is not an all inclusive list of materials to complete a job unless otherwise noted. Additions or deletions may require price changes. Future shipments are subject to price fluctuations. Not responsible for delays by reasons of strike, accidents, or causes beyond our control. Purchaser's sole warranties are those provided by product manufacturer.

Shoemaker Inc.
HEATING & COOLING SUPPLY

QUOTE

Page	1
Quote No.	1386894
Quote Date	01/18/19

Shoemaker Inc
PO Box 1108
507 Chicago Drive
Holland, MI 49422
Tel: 616-392-7135 Fax: 616-392-9887

BILL TO: CUST #: **MIS015** SHIP TO:

MISCELLANOUS ACCOUNTS

, MI

MISCELLANOUS ACCOUNTS

, MI

Tel: Fax:

Job Name	Salesperson	Company Contact	Op ID
CITY OF WYOMING	Holland House		DS

Date Requested	Terms	Shipping Method
01/18/19	C.O.D.	CUSTOMER PICKUP

Item Number	Description	Qty Ordered	Unit Price	Extension
8RTV2100	BOSS CLEAR #370 SILICONE SEALANT	5	4.14	20.70
94L480	V-BELT A46/4L480	16	5.16	82.56
NS94L220	V-BELT A20/4L220	10	3.99	39.86
94L390	V-BELT A37/4L390	2	4.78	9.55
9BX63	COGGED BELT BX63	4	17.13	68.50
NS94L210	V-BELT A19/4L210	5	3.99	19.93
NS94L290	V-BELT A27/4L290	4	4.19	16.77
NS94L200	V-BELT A18/4L200	2	3.95	7.90
94L460	V-BELT A44/4L460	5	5.60	28.00
9BX46	COGGED BELT BX46	4	14.27	57.08
8430011	RX 11 2LB FLUSH (5-7 TON)	6	95.38	572.28
2C340A	PACKARD CONTACTOR 3 POLE 24V 40A	10	19.35	193.48
NS2PF52475	PACKARD TRANSFORMER 75VA 120/208/240/480	5	26.90	134.52
5118681LF	B&G SEAL KIT #7	2	29.51	59.02
8CO220GASFILL	CO2 20 GAS FILL CO2 20	1	25.50	25.50
7R407C25	R407C REFRIGERANT GAS 25LBS	5	160.00	800.00
8SMAN460	FIELDPIECE 4 PORT W/L MANIFOLD/VAC	1	521.49	521.49
8430011	RX 11 2LB FLUSH (5-7 TON)	5	95.38	476.90
7ASD45S7VVSTD	SUCTION LINE FILTER DRIER 7/8 ODF	2	71.27	142.54
8430008	Rx 11-FLUSH STARTER KIT	5	112.14	560.70
8NIT40GASFILL	NITROGEN 40 GAS FILL NIT 40	5	18.70	93.50
0P2917	17X35 PANNING	5	3.88	19.40
2S8610U3009	HW UNV INTRMTNT PILOT IGN MODULE	5	116.15	580.74

Continued

Shoemaker Inc.
HEATING & COOLING SUPPLY

QUOTE

Page	2
Quote No.	1386894
Quote Date	01/18/19

Shoemaker Inc
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Holland, MI 49422
Tel: 616-392-7135 Fax: 616-392-9887

BILL TO: CUST #: **MIS015** SHIP TO:

MISCELLANOUS ACCOUNTS

, MI

MISCELLANOUS ACCOUNTS

, MI

Tel: Fax:

Job Name	Salesperson	Company Contact	Op ID
CITY OF WYOMING	Holland House		DS

Date Requested	Terms	Shipping Method
01/18/19	C.O.D.	CUSTOMER PICKUP

Item Number	Description	Qty Ordered	Unit Price	Extension
3PF21616	16X16X2 PLEATED AIR FILTER	12	3.44	41.28
0TJ4	4" 26 GAUGE TEE JOINT	3	11.18	33.54
0TJ6	6" 26 GAUGE TEE JOINT	2	11.18	22.36
0BGF4	FULL BLAST GATE 4"	1	47.70	47.70
0COC4	4" CLEANOUT CAP	2	4.88	9.76
0COC6	6" CLEANOUT CAP	1	4.88	4.88
011GS6	DUCT RING 6in RD.	5	5.74	28.70
016W6	CEILING DIFFUSER 6in RD.	5	10.37	51.85
5118681LF	B&G SEAL KIT #7	5	29.51	147.55
05WA4	4" WA 5' PIPE	5	6.00	30.00
0EWA4	4" WA ELBOW	4	1.86	7.44
0DC60	60" DRIVE CLEAT	5	1.70	8.50
0TAPER64	6X4 TAPER	5	5.16	25.80
04RHW	GAS VENT HIGH WIND CAP 4IN	2	10.20	20.40
04RS	GAS VENT STORM COLLAR 4IN	2	1.76	3.52
05264	4" 26 GA 5' PIPE	2	10.23	20.46
0E264	4" 26 GA ELBOW	4	2.34	9.36
0BUSH54	5X4 BUSHING	4	6.58	26.32
7R13430	R134 REFRIGERANT GAS 30LBS	2	153.85	307.69
NS5P48690	B&G BODY GASKET KIT	2	16.80	33.60
5186862LF	B&G SEAL KIT	2	153.62	307.23
NS5185025	B&G SHAFT SLEEVE KIT	5	120.00	600.00
NS2PF52475	PACKARD TRANSFORMER 75VA 120/208/240/480	5	26.90	134.52

Continued

Shoemaker Inc.
HEATING & COOLING SUPPLY

QUOTE

Page	3
Quote No.	1386894
Quote Date	01/18/19

Shoemaker Inc
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BILL TO: CUST #: **MIS015** SHIP TO:

MISCELLANOUS ACCOUNTS

, MI

MISCELLANOUS ACCOUNTS

, MI

Tel: Fax:

Job Name	Salesperson	Company Contact	Op ID
CITY OF WYOMING	Holland House		DS

Date Requested	Terms	Shipping Method
01/18/19	C.O.D.	CUSTOMER PICKUP

Item Number	Description	Qty Ordered	Unit Price	Extension
7R13430	R134 REFRIGERANT GAS 30LBS	4	153.85	615.38
NS5P57700	B&G GASKET	3	4.76	14.28
05264	4" 26 GA 5' PIPE	2	10.23	20.46
8C5R	REDLINE 5-BLADE PIPE CRIMPER	1	36.67	36.67
3PF22020	20X20X2 PLEATED AIR FILTER	24	3.32	79.56
21F78144	WR 70 SERIES DIG TSTAT (NP, 1H/1C)	5	24.75	123.75
250002883001	OBSOLETE - HW LARGE BCKPLTE FOR TH5	5	12.44	62.18
2V8043E5061	HW ZONE VALVE (3/4" SWT, 24V, 18" LEADS)	5	89.53	447.64
910924	4" ZIP AIRE VENT	1	40.04	40.04
0TJ4	4" 26 GAUGE TEE JOINT	5	11.18	55.90
04RS	GAS VENT STORM COLLAR 4IN	2	1.76	3.52
04RP12	GAS VENT PIPE 4INX12IN	5	7.33	36.65
04RP18	GAS VENT PIPE 4INX18IN	5	8.83	44.15
04RP3	GAS VENT PIPE 4INX3FT	5	15.61	78.05
2S8610U3009	HW UNV INTRMTNT PILOT IGN MODULE	5	116.15	580.74

Subtotal Taxable	NonTaxable	Freight	Misc	Tax 6.0000 (%)	Total
8,692.35	0.00	0.00	0.00	521.54	9,213.89

Thank You

02/19/19
Purchasing/KRO/LAJ

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM
BLACK AND VEATCH CORPORATION TO PERFORM AN
ULTRAVIOLET LIGHT DISINFECTION STUDY AT THE CLEAN WATER PLANT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, Black and Veatch Corporation has provided the City with a proposal to perform an ultraviolet light disinfection study at the Clean Water Plant at a total estimated cost of $40,494.00.
2. Funds for the study are available in the Sewer Fund Capital Outlay account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Black and Veatch Corporation to perform an ultraviolet light disinfection study at the clean water plant at a total estimated cost of $40,494.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

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

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

Attachments: Staff Report
Proposal
Contract

_____
Kelli A. VandenBerg
Wyoming City Clerk

Resolution No._____

STAFF REPORT

Date: January 31, 2019

Subject: Ultraviolet Light Disinfection Project Study

From: Jon Burke, Clean Water Plant Superintendent

Meeting Date: February 18, 2019

RECOMMENDATION:

It is recommended that the City Council approve the proposal from Black & Veatch to perform an ultraviolet light disinfection study for the Clean Water Plant at a cost of $40,494.00.

SUSTAINABILITY CRITERIA:

Environmental Quality:

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

Social Equity:

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

Economic Strength:

The Clean Water Plant staff is always looking for ways to improve the efficiency of the treatment process. The anticipated study and subsequent construction of a new UV disinfection system to replace the existing chlorine/sulfur dioxide method will be cheaper to run on an annual basis.

QUALITY SERVICE IMPACT:

The safe and proper treatment of the wastewater through the treatment plant is a critical part of protecting the environment, which ultimately serves our rate payers and citizenry.

DISCUSSION:

The last step in the wastewater treatment process is disinfection, and the current technology in use for this purpose is the use of chlorine gas. Although very effective, it requires storage of large amounts of chlorine gas as well as sulfur dioxide, which is in turn used to remove any excess chlorine before the flow enters the Grand River. The storage and use of such large amounts of potentially hazardous compressed gases imposes significant safety, maintenance, and regulatory burdens.

To address this, there has been interest in moving from chlorine disinfection to an ultraviolet (UV) light disinfection system which is easier and safer to run and maintain. In November of 2018, a request for proposal was sent out to four engineering firms to solicit proposals to study this project and determine its feasibility and the best way forward. All four firms sent proposals that were received by the deadline on January 17, 2019.

A team of CWP employees has reviewed the proposals and has recommended that the proposal from Black & Veatch be accepted. Based on our past experience with the firm, their history of installing the specific equipment that we believe would be the best fit for our plant, and the depth of knowledge and experience of their team, we think Black & Veatch is the best firm to perform this study.

BUDGET IMPACT:

The cost of performing the study is $40,494.00. Sufficient funds exist in the Sewer Fund Capital Outlay Account #590.590.54400.986.444.

Attachments:

Signed Contract with Black & Veatch

Proposal from Black & Veatch for Engineering Services

REQUEST FOR PROPOSAL

CITY OF WYOMING CLEAN WATER PLANT UV DISINFECTION STUDY

JANUARY 17, 2019

BLACK & VEATCH

Black & Veatch Corporation
125 Ottawa Ave. NW, Suite 380, Grand Rapids, MI 49503
P +1 312 683-7829 E KochDS@bv.com

January 17, 2019

Jon Burke
Plant Superintendent
City of Wyoming Clean Water Plant
2350 Ivanrest Ave. SW
Wyoming, MI 49418

Subject: Clean Water Plant Ultraviolet Disinfection Study

Dear Mr. Burke:

We are pleased to submit our response to your Request for Proposal (RFP) for the subject project, and greatly appreciate the opportunity to continue our long-standing successful partnership with the City of Wyoming at its Clean Water Plant (CWP). We have outlined an efficient approach to address these needs, delivered by industry-leading experts in wastewater treatment and UV disinfection. We have assembled a team that offers specialized expertise and focused experience in these services. We offer the City the following:

- Confidence in Planning: The City and its wastewater utility customers have benefited from the involvement of Black & Veatch expertise over the history of the CWP.
- Assurance of a Holistic Vision: The anticipated new facilities will be planned to ingrate fully with the CWP and reflect future needs.
- Best Decisions from Life Cycle Focus: The best solution for the City and its ratepayers reflects long-term facility costs and optimization toward minimizing those costs.
- Comprehensive Industry Experience: The City will benefit from engagement of the knowledge and relationships we bring, toward best implementation of the proposed facilities.

Details of the benefits summarized above, and of our approach to meeting your objectives, are provided in this proposal.

You have our commitment to ensuring the professionals proposed are dedicated and available for the project, and that our team will work seamlessly with the City to integrate your good ideas from the people who know the plant best. We look forward to the opportunity to assist you with this very important project.

Sincerely,

BLACK & VEATCH Ltd. of Michigan

David S. Koch, PE
Attorney at Fact, Black & Veatch Ltd. of Michigan
Associate Vice President, Black & Veatch Corporation

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City of Wyoming Clean Water Plant Ultraviolet Disinfection Study

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EXECUTIVE SUMMARY

Executive Summary

Black & Veatch has been a trusted partner of the City of Wyoming since the inception of its treatment plants. Our team and our approach offer the Clean Water Plant (CWP) confidence in planning and ultimately implementing the contemplated improvements at the CWP. This proposal illustrates the benefits of this trusted relationship that will contribute to the success of the planned project, which are summarized below.

INSTITUTIONAL KNOWLEDGE PROVIDES CONFIDENCE IN PLANNING

The majority of CWP facilities have been impacted by services, support, advice, and assistance provided by Black & Veatch, and specifically through the efforts and involvement of team members proposed for this project, and others that remain available for consultation from their past involvement in CWP projects. Our team's continuity ensures the planning is efficient and comprehensive:

- **Power supply and stand-by generation facilities were sized by Black & Veatch in the Stage 2 Improvements project to accommodate 1.0 MW future electrical loads, including UV disinfection.** Proposed facilities are not expected to draw more than 0.5 MW. This means that budget costs for UV do not have to reflect modification in power supply.
- **Groundwater conditions at the site have significant impact to constructability and construction cost.** We have direct knowledge of soil conditions, groundwater challenges, and deficiencies of existing groundwater relief valves through our construction experience at the CWP.
  - Planning for subsurface construction at the site will accommodate the substantial impacts of groundwater control in construction, and design of facilities will accommodate groundwater control or provide buoyancy protection when water containing structures are dewatered for maintenance.
  - Potential reuse of the existing decommissioned aeration basins for new facilities will need to reflect the non-functioning groundwater pressure relief valves. Like any new subsurface construction, improvements will be needed to counteract buoyancy and mitigate the risk of structural impacts.
  - As part of the Stage 2 Improvements project and related permitting, comprehensive evaluation was done of flooding impacts to the various CWP facilities. As observed during the

The power supply and standby generator system at the CWP was designed by Black & Veatch to accommodate future addition of UV disinfection facilities.

Site groundwater conditions have a direct impact on facility construction costs. Depicted is installation of a slurry wall for groundwater control on the Stage 2 Improvements project.

Our conceptual design will reflect increased protection of vulnerable facilities.

2013 flooding event, not all facilities are built to and protected to the same level, and some remain vulnerable to the 100-year flood, such as the existing chlorine contract basins, Parshall flume, and Settled Sewage Pump Station.

- **Reuse of existing unused equipment will be considered.** Our understanding of the GVRBA blower equipment, its purpose, and vision of potential need in the future allows us to effectively advise on such potential reuse. The existing effluent flow meter is functional but will not be usable without improvement to ensure utilization up to the 100-year flood and may require replacement with these new facilities.

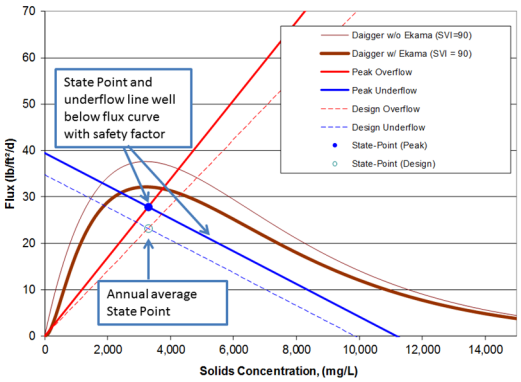
Black & Veatch offers a trusted team experienced at the CWP that can economize effort on background investigation and ensure no "blind spots" impacting facility implementation and construction cost, providing confidence in selecting the best solution, and that the solution is truly comprehensive.

HOLISTIC VISION IN PLANNING

Improving reliability of meeting final effluent water quality parameters requires an understanding of the entire flow path from the final clarifiers to the Grand River, and a complete understanding of the upstream CWP treatment process to ensure no unintended impacts to existing or proposed facilities. Each step of the process related to effluent quality and process control will be considered in our approach to optimize treatment effectiveness, reliability, and energy consumption.

Dr. Leon Downing, as Technical Manager leading development of the ultimate solution, brings industry leading expertise in wastewater processes to the evaluations of this project, providing a perspective that keeps focus on long-term compliance and reliability. Such considerations include:

- **Understanding of operating challenges related to filamentous bacteria** returned from GVRBA flushing effluent and how future chlorine requirements for operation correlate to chlorine storage when UV is utilized for disinfection.
- **Latest developments in efficient aeration systems for the reaeration** need at the CWP, including side-stream injection.
- **A clear understanding of process performance at the CWP**, enhanced by the input of Ed Kobylinski and others in our process group with prior detailed experience with the CWP to understand effluent quality impacts on UV efficiency.
- **Vision toward future biosolids needs at the CWP**, and how these and related side-stream impacts could impact UV disinfection.

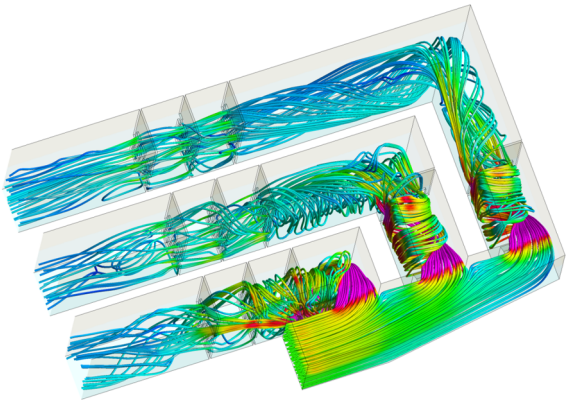


Black & Veatch led the recent CWP Loading Analysis, which used process modeling for successful negotiation with MDEQ to increase biological loading capacity without infrastructure improvements. Our knowledge of your processes will ensure another successful project.

PLANNING AND IMPLEMENTATION FOCUSED ON LIFE CYCLE

The CAPEX of proposed facilities is not the only consideration in the best implementation of facility improvements for the CWP, and a clear assessment of potential differences in operational and maintenance costs are also important in the overall financial impact to the wastewater utility. Black & Veatch provides the City with assurance of a focus on optimizing system performance and energy consumption. These relatively small investments in planning and design phases of the project will result in avoidance of unnecessary capital and operational costs in the implemented facilities:

- **Detailed evaluation of CWP performance/final clarifier effluent quality** allows tuning of UV operating parameters to optimize and minimize UV system equipment cost needs and energy consumption. This strategy can minimize CAPEX and OPEX.
- **CFD analysis in the detailed design of UV facilities** is applied to optimize flow splits and hydraulic characteristics and efficiency of UV dosage, again, saving CAPEX and OPEX.
- **Evaluation of re-aeration strategies** to maximize oxygen transfer efficiency, and balance with CAPEX and OPEX. Correlation of the seasonal occurrences requiring re-aeration and effluent pumping can offer economy of facility usage. We have also successfully negotiated dissolved oxygen requirements with regulatory agencies to avoid re-aeration during elevated river stages, when DO in the river is significantly higher than normal.
- **Effluent pumping** is a seasonal need at the CWP. Responsible implementation of effluent pumping will minimize use to avoid wasting of energy when not needed.

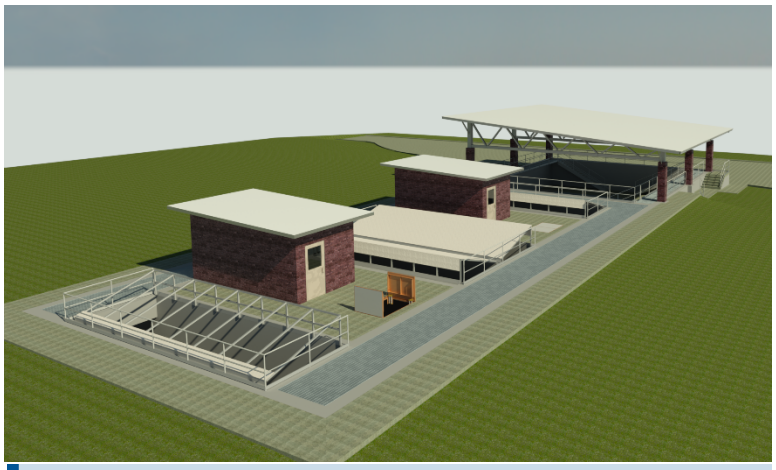


Example CFD modeling output for Mallard Creek showing need for a minimum number of bends before the influent of the UV system.

INDUSTRY POSITION ASSURES APPLICATION OF COMPREHENSIVE EXPERIENCE

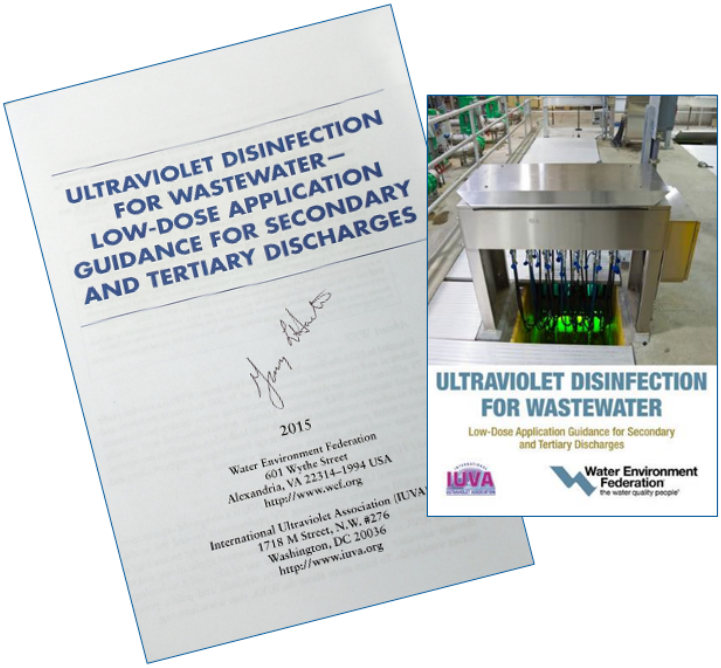
The selection of an industry-wide engaged consultant will provide the City with assurance of best practices, latest developments, and comprehensive benchmarking to optimize the planned facilities. Specific to UV disinfection, Black & Veatch has executed over 100 UV projects with a wide range of involvement including research, piloting, study, design, construction, training, startup, and operational optimization. In addition:

Black & Veatch has many projects with Trojan Technologies Inc, including some in progress at similar capacity with the same model series and design details anticipated for the CWP. This provides the City with the most comprehensive extent of relationship with Trojan Technologies Inc, and access to the most recent and relevant comparative facility data to ensure best pricing in a negotiated scope of supply.



Our experience implementing TrojanUVSigna systems of similar capacity as the CWP in Little Rock AR will assure the City of validation of negotiated UV equipment pricing.

- **Our engagement in the industry nation- and world-wide** ensures awareness of lessons learned from other installations with similar equipment. For example, a recent Signa installation in Chicago encountered cable failure in the first year of operation due to poor ventilation and excess heat buildup in the cable raceway.
- **Our disinfection specialist and advisor to our team on this project, Gary Hunter' is past-Chair of the WEF Disinfection Committee, and co-authored leading industry disinfection standards and reference publications**. Our industry leading expertise provides the City with confidence in the developing the best solution with the most current technology considerations.



Gary Hunter co-authored leading industry disinfection standards and reference publications :

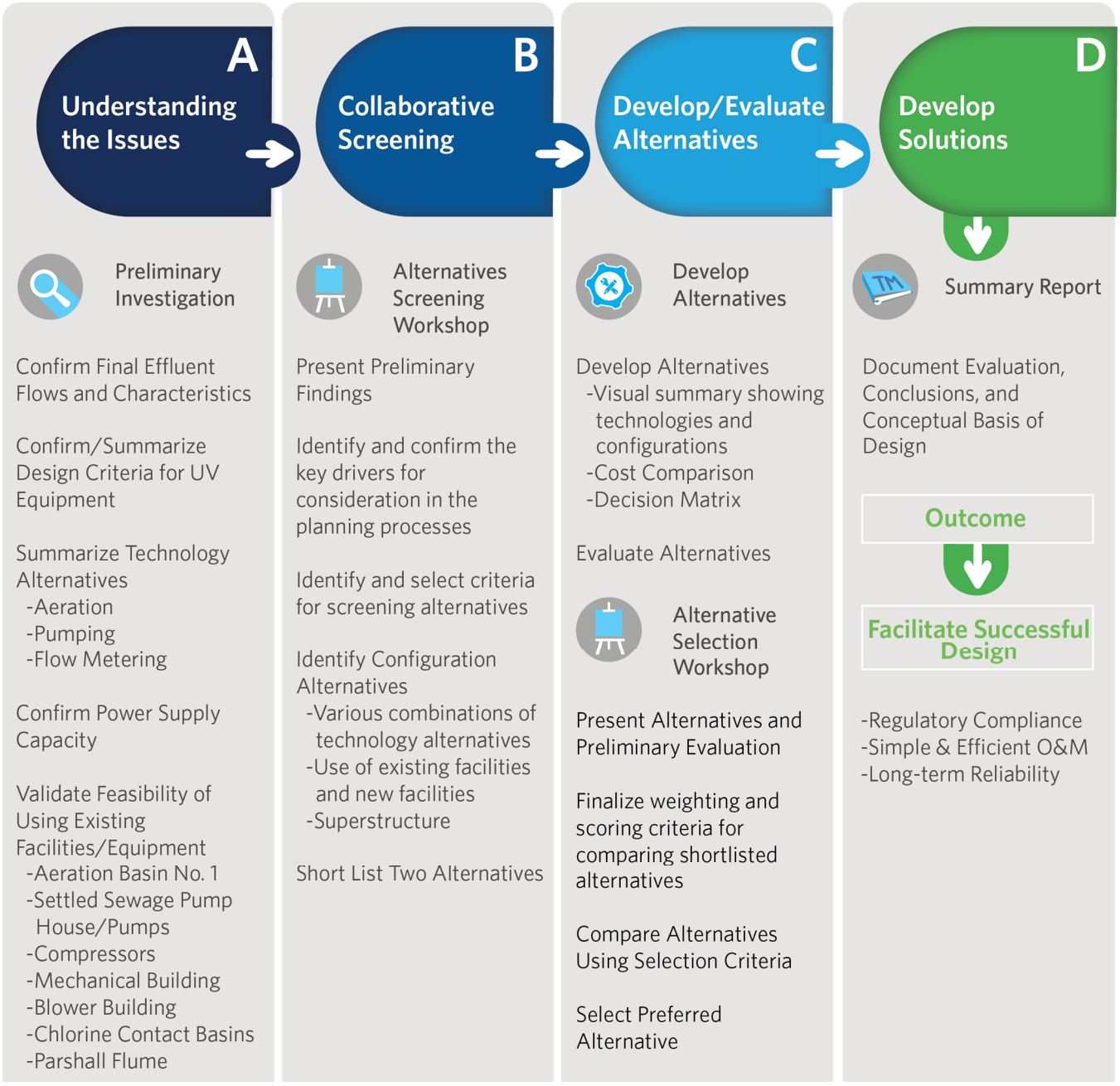
- Water Environment Federation's UV Disinfection for Wastewater guidance manual
- Design of Water Resource Recovery Facilities (WEF MOP 8)
- WEF Wastewater Disinfection Training Manual
- White's Handbook of Chlorination and Alternative Disinfectants

UNDERSTANDING AND APPROACH

Understanding and Approach

INTRODUCTION

We have developed an efficient yet comprehensive approach to the goals of this project through a clear understanding of the past and future of the CWP, as illustrated in Figure 1 below.



Further details of our understanding and approach follow.

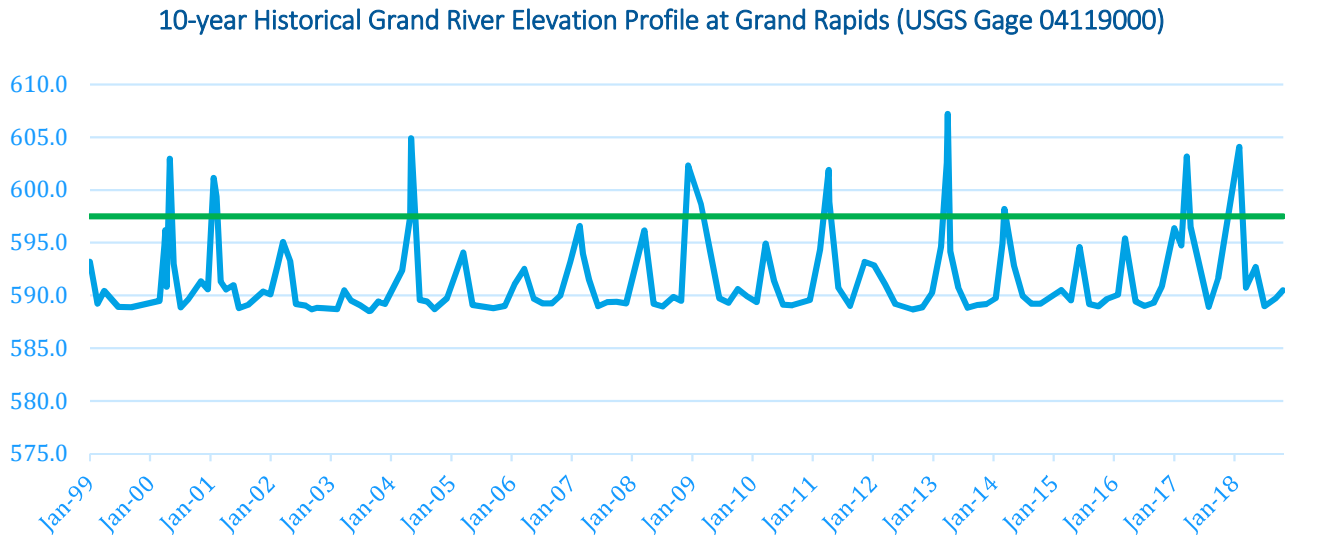
BACKGROUND & UNDERSTANDING

The Black & Veatch Team has unmatched experience planning, designing, and constructing capital projects at the City of Wyoming's CWP. The scope of work proposed by the City for this project stems from our 2011 Facilities Plan, which recommended specific improvements to the final effluent system to mitigate operational challenges and improve the effluent quality discharged to the Grand River.

Black & Veatch began planning for UV disinfection facilities at the CWP in the 1995 Facilities Plan and continued with development of the Stage 2 Improvements Project. The subsequent 2011 Facilities Plan recommended a new UV disinfection facility to replace the existing gaseous chlorine system. To support conversion to UV disinfection and improve the effluent water quality, several alternatives for pumping and re-aeration were evaluated. The economic and non-economic analysis conducted in 2011 ultimately recommended re-aeration with mechanical surface aerators and use of the Settled Sewage Pump Station with new centrifugal pumps. These recommendations will be revisited as we continue planning disinfection improvements in this project.

Consistent with operating conditions at the time of the 2011 Facilities Plan, the City continues to disinfect final effluent water at the Chlorine Contact Basins. Re-aeration to increase dissolved oxygen (DO) concentration is accomplished as effluent cascades over the chlorine contact basin weir. After disinfection and flow measurement through the Parshall flume, residual chlorine is removed with sulfur dioxide before discharging by gravity to the Grand River.

Existing facilities downstream of the final clarifiers are negatively impacted by river levels above Elevation 597.5. As the river level rises, the height of free discharge over the chlorine contact chamber weir is reduced, in turn, reducing or eliminating the ability to improve dissolved oxygen concentration of final effluent. Elevated river levels also impact the ability to measure flow as the Parshall flume is submerged beyond its useful depth. Further increase in river level will submerge the chlorine contact basin, negating any reasonable control of the existing chlorination and dichlorination processes.



River levels impacting facilities downstream of the final clarifiers are a common occurrence in the spring season.

In alignment with Black & Veatch's recommendations from the 2011 Facilities Plan, the City intends to implement a project to modernize its disinfection system and improve reliability of meeting water quality requirements for effluent discharged to the Grand River. The City has elected to implement UV disinfection technology to replace existing gaseous chlorine and sulfur dioxide systems. The City recognizes the importance of mitigating the existing challenges previously described when planning for disinfection improvements. This study will prepare the City for implementing the new UV disinfection system and identify the best means of pumping at elevated river levels while meeting effluent DO requirements and continuous flow measurement.

APPROACH

Our proposed Approach is based on using the TrojanUVSigna technology coupled with efficiently screening and selecting alternatives for pumping, re-aeration, and flow measurement. Black & Veatch will collaborate with the City to quickly and efficiently select components and design criteria for the total effluent disinfection and discharge system that provides the basis for design and capital planning. A key aspect to this rapid identification of disinfection system alternatives will be an initial screening workshop facilitated by Dr. Leon Downing. In this initial screening workshop, our team (Black & Veatch and the City staff) will have a far-reaching discussion related to existing infrastructure, technology alternatives, hydraulics, whole facility performance, and key drivers and metrics for the City. This workshop will ensure that the City's investment in planning is focused on feasibility and high impact evaluations to establish the alternative for detailed study and basis of design. Upon completion of this study, the City will be equipped with a defensible and economically responsible solution and confidence in budgetary planning.

Dr. Leon Downing will facilitate the screening workshop to collaboratively identify the alternatives for detailed study and basis of design in a quick and efficient manner.

Figure 1 concisely depicts our proposed approach for considering all aspects of the final effluent system and efficiently selecting the best solution. Tasks A and B, as described below, will be critical in establishing the overall direction for the study phase of this project. Task C will develop the information needed for decision making, and Task D will summarize a planning level concept for implementation of a new disinfection system for the CWP.

Key considerations and goals for each task include:

Task A – Understanding the Issues: The major goal for Task A is to gather data, confirm adequacy of existing infrastructure, and ensure that the project is being executed from the proper starting point. **One critical aspect of Task A will be to review historic UV transmittance (UVt) data to understand the whole plant considerations for UV disinfection.** Hydraulic characteristics also play a vital role in UV system design and will be considered with evaluation of effluent characteristics, technology alternatives, and use of existing facilities.

Task B – Collaborative Screening: **Our goal for the collaborative screening task is to come to consensus on two alternative facility packages for our detailed evaluation.** Each facility package will be comprehensive, including effluent disinfection, flow control, pumping, re-aeration and flow measurement. Working together, we will identify the highest impact alternatives to enable the City to properly plan for

disinfection improvements and develop the basis for evaluation and future implementation. Decision matrices will be developed collaboratively with the City to identify the key drivers and scoring weights to be assigned to the screening criteria. Example decision matrices are shown in the tables below.

Example scoring criteria to be applied to each alternative.

SCORING CRITERIA							
Criteria	Weight (%)	Associated Factors	Sub-weight (%)	Non-weighted Scoring Range Flow Measurement			
				1	4	7	10
Capital Cost	25		25	High	Hi/Med	Med/Low	Low
Operations	20	Ease of Operations	10	Complex	Challenging	Moderate	Simple
		Cost of Operations	15	High	Hi/Med	Med/Low	Low
Maintenance	30	Ease of Maintenance	15	Complex	Challenging	Moderate	Simple
		Cost of Maintenance	10	High	Hi/Med	Med/Low	Low
Reliability	25	Optimal Performance (Min-Max Flow)	10	UV	UV Pumping	UV Aeration Pumping	UV Aeration Pumping Metering
		Redundancy	15	Power UV	Power UV Pumping	Power UV Aeration Pumping	Power UV Aeration Pumping Metering
Score	100		100				

Example scoring and weighing of each alternative for objective comparison.

ALTERNATIVES SCREENING EVALUATION							
Criteria	Associated Factors	Alternative 1		Alternative 2		Alternative 3	
		Non-weighted	Weighted	Non-weighted	Weighted	Non-weighted	Weighted
Capital Cost		1	0.025	7	0.175	10	.25
Operations	Ease of Operations	10	0.1	7	0.07	4	0.04
	Cost of Operations	10	0.15	10	0.15	7	0.105
Maintenance	Ease of Maintenance	10	0.15	7	0.105	1	0.015
	Cost of Maintenance	7	0.07	7	0.07	7	0.07
Reliability	Optimal Performance (Min-Max Flow)	10	0.1	7	0.07	4	0.04
	Redundancy	10	0.15	7	0.105	4	0.06
Score		58	0.745	52	0.745	37	0.58

For the second table, the results would be considered a tie for Alternative 1 and Alternative 2. In this case, evaluation of the individual scores can be used to differentiate between alternatives. For example, Alternative 2 has a lower capital cost but is more cumbersome to maintain. Our scoring will enable a collaborative discussion on the importance of bottom-line capital versus long term operability to determine the recommended alternative.

Task C – Develop/Evaluate Alternatives: After establishing our planning criteria and alternatives, Task C will develop the information needed for decision making. Key considerations and aspects for Task C include:

- **Several existing facilities and equipment systems will be considered for continued service or re-purposing for use in this project.** Through our institutional knowledge of the CWP, our team is familiar with historical Grand River surface elevations and related impacts to CWP operations and site flooding. We have already identified existing facilities requiring flood protection if remaining in service or being re-purposed for this project. Provisions for improving DO will consider maximizing the use of existing structures to minimize energy required to increasing DO to meet seasonal requirements.
- In addition to the City-selected technology for the disinfection system (TrojanUVSigna), the size and layout of the system will be a factor in selecting the preferred configuration. **Several alternatives will be considered for each downstream component of the final effluent system; flow control, pumping, re-aeration, and effluent flow measurement.** The various possible combinations of individual system components listed in the table below present a myriad of ultimate system configurations.

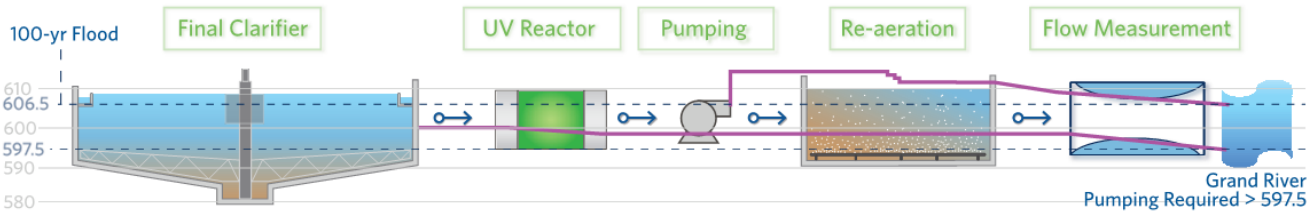
TECHNOLOGY ALTERNATIVES					
UV Disinfection	Enclosure	Pumping	Re-aeration	Flow Control	Flow Measurement
Existing Aeration Basin	None	SSPS (new or rebuilt pumps)	Blowers (new or existing)	Fixed Weir	Parshall Flume (new or existing)
New Facility	Partial Shelter	Vertical Pumps	Surface Aerators	Adjustable Gate	Fixed Weir
	Masonry Building	Screw Pumps	Gravity Cascade		Adjustable Gate

**Advanced oxidation is also a re-aeration alternative to consider (not included in this table)*

- **Black & Veatch will develop each alternative to a level of detail sufficient to depict conceptual layouts and provide a fair comparison of life cycle costs.** Our preliminary evaluation of the two short-listed alternatives will be presented to the City at a second workshop to facilitate selecting the preferred alternative. A summary report will be prepared to document the methods employed for screening and selection of the preferred alternative and to summarize the basis for implementing the project.

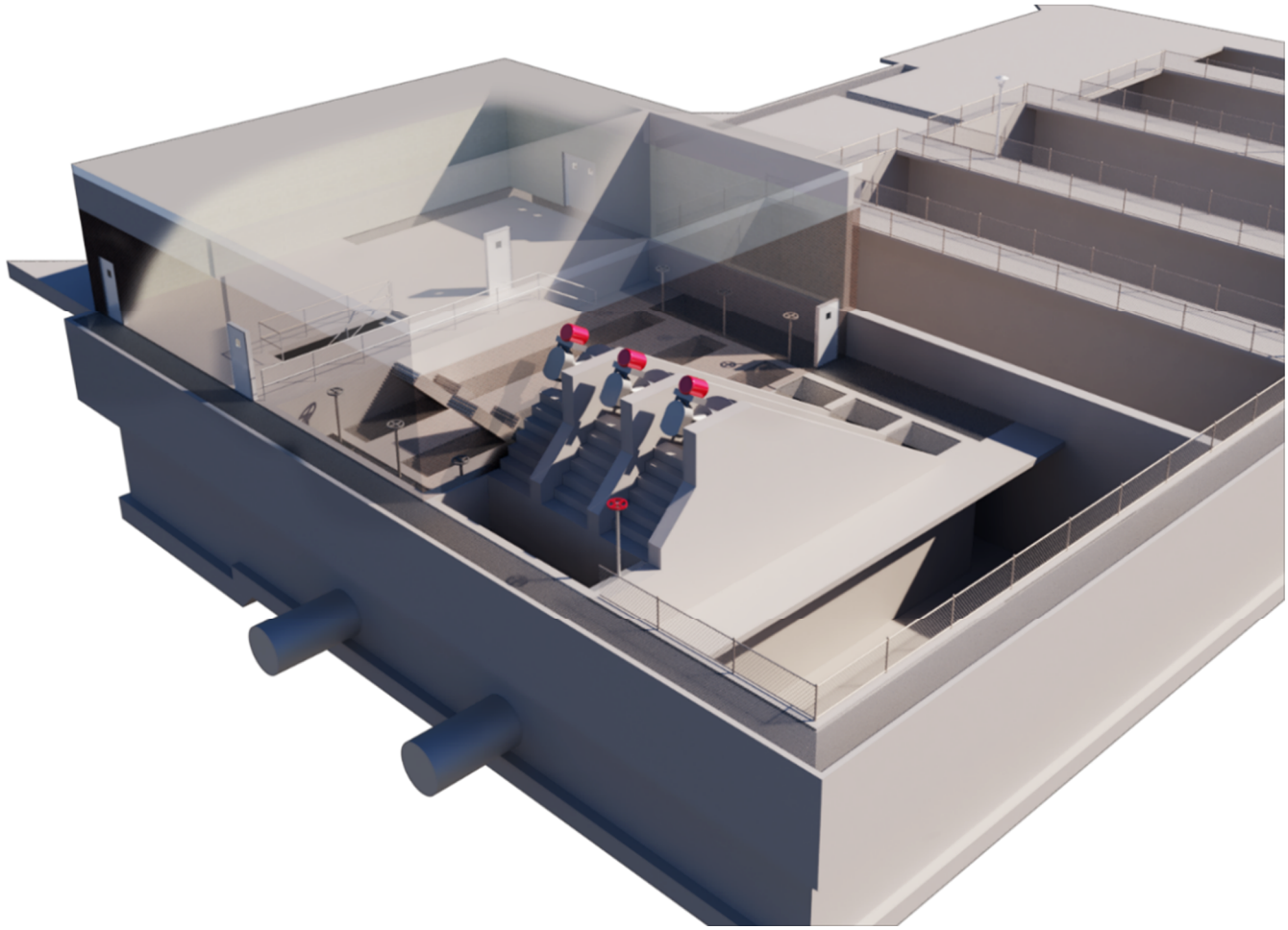
Example Conceptual Layout

The proposed facilities must be capable of year-round re-aeration and include a pumping system to be used when the Grand River exceeds Elevation 597.5. The proposed facilities also need to be suitably protected from flooding up to the 100-year flood elevation of 606.5. The concept process flow schematic with hydraulic profile is shown below.



The example schematic and hydraulic profile addresses the impact of elevated river levels (> 597.5), protects proposed facilities from flooding, and provides year-round re-aeration.

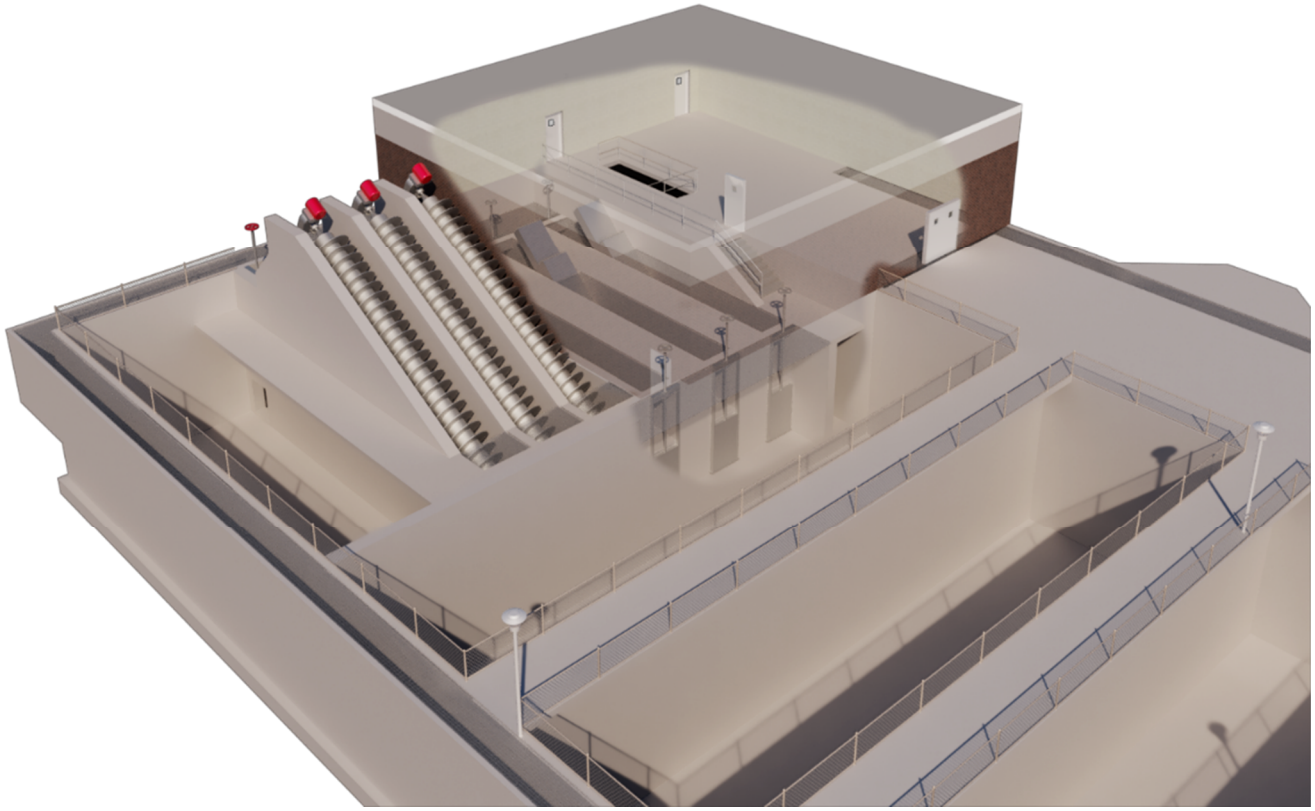
We have developed one possible configuration alternative to facilitate discussion in the **Alternatives Screening Workshop**. The concept shown below is based on configuring new disinfection, pumping, and re-aeration facilities in existing Aeration Basin No. 1.



Benefits of Initial Alternative	Discussion Points
• Minimizes site impact	• Cost vs. other alternatives
• Utilizes existing aeration basin	• Dewatering to resist buoyancy
• Does not rely on other existing facilities	• Extent of UV and pumping redundancy
• Allows gravity or pumping to river	• Alternate pumping methods

• Allows year-round re-aeration	• Alternate re-aeration methods
• Encloses UV and related electrical equipment	• Flow metering type and location
	• Size of enclosure

As shown above, clarifier effluent would enter through the pipe at northeast end of the aeration basin and split flow into UV disinfection channels equipped with level control weirs. Disinfected effluent would normally be directed to the west end of the basin for mechanical re-aeration, and gravity discharge through the east pipe to the Grand River. During high river stage, effluent would be lifted with screw pumps and flow by gravity to the river. When pumping, re-aeration would be accomplished by agitation through the screw pumps and the downstream cascading structure. UV equipment, electrical gear, and control panels would be enclosed by expanding the existing Mechanical Building west and south. The figure below represents the same configuration when viewed from the southwest.



This configuration was strategically developed to allow flexibility to easily accommodate available pumping, re-aeration, and enclosure alternatives. For example, the west side of Aeration Basin No. 1 can accommodate floating mechanical surface aeration equipment or submerged diffusers for re-aeration. Pumping can potentially be reconfigured with new vertical pumps or moved downstream using the existing Settled Sewage Pump Station, equipped with rehabilitated or new pumping equipment. The superstructure size and configuration can easily be adjusted to meet requirements of the selected equipment.

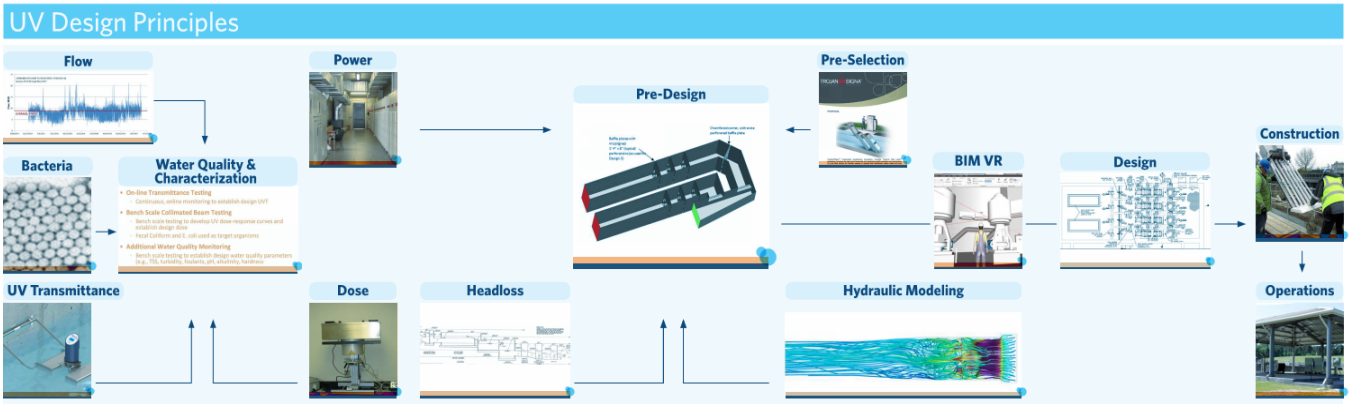
Several factors will be discussed, which could reduce the footprint and capital cost of the above configuration. This concept provides disinfection redundancy by distributing flow through three UV reactor channels.

Alternately, disinfection redundancy may be accomplished in two channels by increasing the quantity of UV banks per channel. As shown above, the screw pumps are followed by a cascade to supplement re-aeration. The cascading structure may be eliminated due to increased DO provided through agitation as effluent is lifted by the screws, thus reducing screw height and length.

Task D – Develop Solutions: A clear, concise summary of the recommended implementation plan will be delivered to the City. The summary will establish the basis for future design work and provide usable graphics and data for the City decision-making process.

Project Development and Design toward Implementation

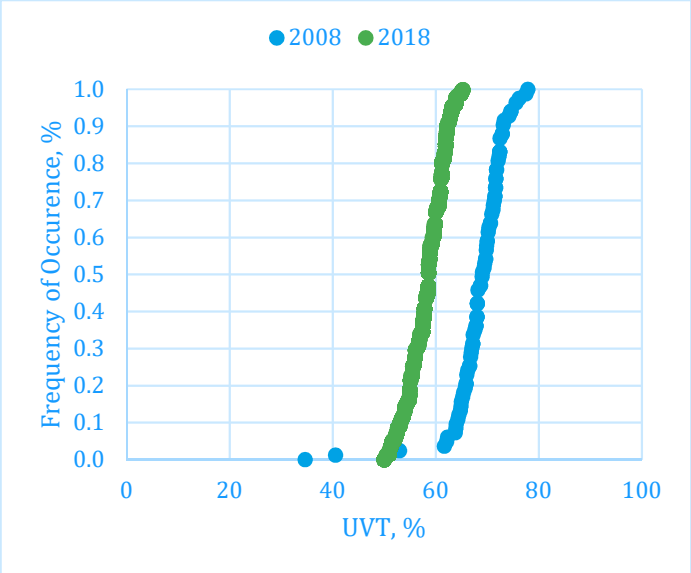
Our proposed scope described in our Scope of Services focuses on the study/planning phase. As the project moves into the next phase of implementation, our approach continues to focus on optimizing the solution. Black & Veatch provides to the City a **life-cycle focused solution** for the best implementation at the best cost. The City will benefit from this approach throughout the design phase as we continue to optimize the system to minimize energy consumption and streamline operations. Through our extensive experience implementing UV disinfection systems throughout the United States and our knowledge of the TrojanUVSigna equipment, we have already considered design phase tasks that will benefit the City in the long-term by optimizing UV dose.



Our proven UV design principles will be applied to customize the UV disinfection system to suit the City's needs.

Before finalizing the design dose of the UV disinfection equipment, we recommend taking a step back in the process to confirm optimal quality of final clarifier effluent entering the disinfection system and optimizing the UV dosage. A five to seven percent improvement in UV transmittance can reduce the CAPEX and OPEX of the UV system by 50 percent. Therefore, having the most optimized water quality from the treatment facilities will result in the lowest CAPEX and OPEX of the UV disinfection system. There are several key whole-plant process performance parameters that can have a significant impact on effluent stability and the efficiency of UV disinfection. As part of the preliminary design phase, Black & Veatch will review the following components for process stability and design impacts on the disinfection system:

- **Detailed evaluation of CWP performance/final clarifier effluent quality** allows tuning of UV operating parameters to optimize and minimize UV system equipment cost needs and energy consumption. Our team will work with CWP staff to determine UV transmittance (UVt) design criteria that are reasonable and robust for CWP operations. Data collected at the CWP for previous evaluations indicated the design UVt would be approximately 65 percent, but more recent data indicates reduced UVt (see adjacent graphical comparison). We propose validating UVt data through collimated beam testing to better understand this critical factor in sizing the UV system. If in fact UVt has recently decreased, Black & Veatch has experience determining the upstream source of the problem. In addition, TrojanUVSigna equipment can be sized for effective treatment at a reduced UVt, while allowing approximately 20 percent turn down to reduce operating costs during favorable effluent conditions. During the design phase, Dr. Downing will work with operations staff to help improve effluent quality consistency to allow efficient operations at dynamic flow and loading conditions.

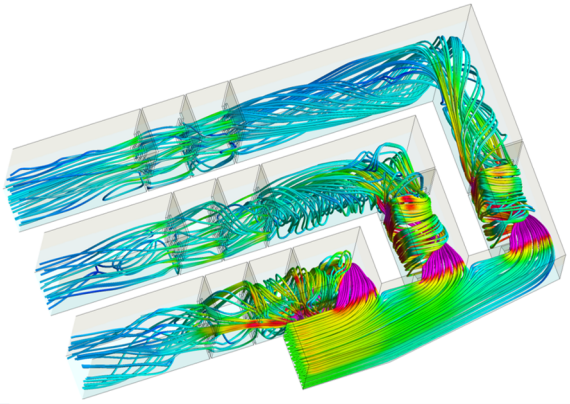


2018 UVt is significantly lower than 2008 UVt and should be validated through collimated beam testing.

- **Filamentous organisms control**: Filamentous organisms can have a significant impact on solids settle ability in the final clarifiers. Return flows from GVRBA have been correlated to filamentous growth at the CWP. Identifying means to manage these filamentous outbreaks will be critical for long term stability of UV operation. Excessive filaments can result in additional bacteria being encapsulated in the effluents making the effluent more challenging to disinfect.
- **Phosphorus removal efficiency**: If biological phosphorus removal efficiency decreases, this can lead to the need for increased chemical (iron) addition and the potential for fouling of UV quartz sleeves. Addition of chemical can impact the efficiency of the UV system as well as the cleaning frequency of the UV system. Identifying potential improvements for biological phosphorus removal stability is an important long-term consideration for the CWP to decrease the operating costs of the UV system. The City should realize a decrease in chemical addition with implementation of biological phosphorus operational improvements being analyzed under separate contract by Black & Veatch. Further chemical reduction should result upon start-up of the gaseous biological odor control treatment system.
- **Computational fluid dynamic (CFD) modeling** to support optimization of flow splits, UV dosage and re-aeration efficiency, minimization of hydraulic losses and simplification of operation and construction.

Conceptual Hydraulic Modeling: A three-dimensional hydraulic analysis of the proposed UV system using computational fluid dynamics (CFD) analysis is recommended to optimize the facility. Relatively uniform approach velocities are critical for optimal and consistent UV system performance. Our in-house modeling team will use CFD modeling to mitigate unequal flow split between channels and smooth the velocity profile upstream of the equipment to ensure optimal performance.

Black & Veatch will use CFD modeling in consultation with Trojan Technologies, Inc during detailed design to optimize the hydraulics of the new UV system.

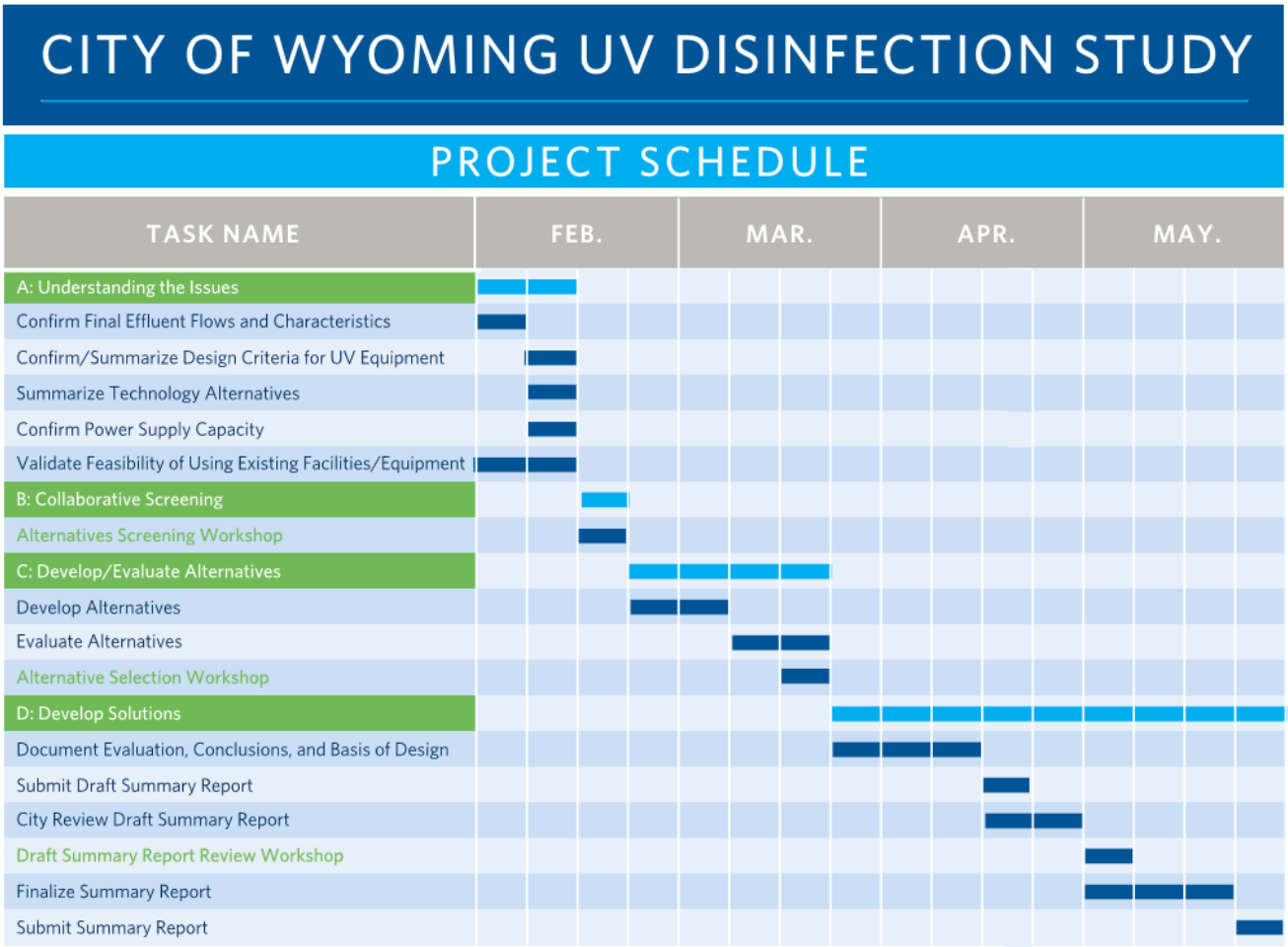


Example CFD modeling output for Mallard Creek showing need for a minimum number of bends before the influent of the UV system.

These strategies, and others, such as flow equalization, can also support the design of a system that is flexible and can provide energy efficient operations at all flow conditions.

SCHEDULE

Black & Veatch will work closely with the City to ensure that the project schedule meets the overall goals for implementation timeframes.



SCOPE OF SERVICES

Scope of Services

INTRODUCTION

The following Scope of Services has been developed based on the approach we have outlined in this proposal; we are prepared and available to discuss any suggested modifications with the City.

TASK A - UNDERSTANDING THE ISSUES

Planning for the best possible solution at the best cost requires a comprehensive understanding of existing conditions and potential future changes to influent characteristics or regulatory requirements, either of which may impact the immediate solution in the long-term. Our proposed scope of services builds upon our approach, defining specific tasks required to support efficient and effective selection of the best solution.

Our extensive history working at the CWP equips Black & Veatch with an acute understanding of water quality parameters and the condition of existing facilities.

Our initial investigation is focused on validating or improving upon findings and recommendations of our previous evaluations to meet the City's current goals. Initial tasks are developed with the intent to provide the City with a thorough understanding of the available alternatives for each component, while facilitating selection of each component to best fit in the overall system solution. The following tasks are paramount to driving key decisions as the system solution is planned.

Confirm Final Effluent Flows and Characteristics

- Final effluent flow and water quality data will be used to determine the UV dosage and re-aeration requirements to meet regulatory requirements.
  - UV Transmittance (verification of UVt data)
  - Calculate UV Dosing Requirements
  - DO Requirements

Confirm/Summarize Design Criteria for Trojan UV Signa Disinfection Equipment

- Electrical Requirements & Energy Consumption
- Dimensional Requirements
- Atmospheric Requirements
- Maintenance Requirements
  - Frequency and difficulty of cleaning and replacing lamps and modules

Summarize Technology Alternatives

- UV Surface Water Level/Flow Control
- Aeration
- Pumping
- Flow Measurement

Summarize Power Supply Capacity

- A schematic will be developed to facilitate an efficient understanding of the existing power distribution and backup power supply systems. Electrical load demands will be included in the summary of technology alternatives. Understanding the electrical requirements for existing and proposed systems will support screening and selection of alternatives in subsequent tasks.

Our institutional knowledge and understanding of the CWP allows us to quickly summarize power supply capability and identify solutions to feeding power to proposed equipment.

Validate Feasibility of Using Existing Facilities/Equipment

- Existing facilities and equipment available for use in this project will be evaluated to confirm sufficient condition and capacity for re-purposing or continued use in the proposed final effluent system. Consideration for continued use will include potential impacts of groundwater and flooding and measures to protect existing facilities. Requirements for rehabilitation or modification will be summarized to support screening and selection of alternatives in subsequent tasks. Use of the following existing facilities/equipment will be considered:
  - Aeration Basin No. 1
  - Mechanical Building
  - Blower Building
  - Settled Sewage Pumphouse / Pumps
  - GVRBA Positive Displacement Blowers
  - Chlorine Contact Basins
  - Parshall Flume

Summarize Superstructure Alternatives

- Superstructure alternatives will be considered regardless of arranging proposed equipment in existing or new facilities. Various sizes and types of superstructure alternatives will be prepared to support screening and selection of alternatives in subsequent tasks.

TASK B - COLLABORATIVE SCREENING

Results of the initial investigation will be presented to the City at an Alternatives Screening Workshop. Dr. Downing will lead a half-day workshop at the CWP, with the intended outcome to short-list to two system alternatives. The workshop will be attended by Heather Cheslek and Ben Whitehead, with support from Gary Hunter via digital conferencing. Consolidated summaries and figures will be reviewed to efficiently share our findings from the initial investigation with the City. In advance of the workshop, we will draft decision management tools to facilitate efficient screening of equipment and system alternatives. These tools will be further developed in collaboration with the City during the workshop to ensure decisions will be made using criteria most relevant to meeting the City's goals. Together, Black & Veatch and the City will:

- Discuss initial findings
- Identify and confirm the key drivers for consideration in the planning process
- Identify, select, and assign weights to screening criteria
- Screen reaeration and pumping equipment technologies

- Evaluate and screen configuration alternatives
  - Various combinations of technology alternatives
  - Use of existing facilities and new facilities
  - Superstructure size and type
- Short-list to two configuration alternatives for detailed comparison

TASK C - DEVELOP/EVALUATE SOLUTIONS

Black & Veatch will develop and evaluate the system configuration alternatives short-listed in the preceding task. We will prepare a visual summary of each configuration showing technologies and solutions. An economic comparison of the two alternatives will be developed considering consider capital, operating (AACE Class 5), and maintenance costs. Black & Veatch will conduct an evaluation of the two configuration alternatives and summarize findings for discussion with the City.

Dr. Downing will lead an Alternative Selection Workshop to discuss findings and facilitate the City's selection of the preferred configuration alternative using methods and tools developed in the Alternatives Screening Workshop. The workshop will be attended by Heather Cheslek and Ben Whitehead, with support from Gary Hunter via digital conferencing. A 2-hour commitment is anticipated to establish the preferred alternative and provide the City with a clear understanding of the design basis for implementing the project. Workshop activities are planned to:

Our collaborative approach to screening and selection of the preferred alternative will provide the City with confidence in selecting the best solution at the best cost, and one that is defensible to its stakeholders.

- Present alternatives & findings of the pumping and re-aeration alternatives evaluation
- Collaboratively adjust scoring criteria (if required)
- Qualitatively and quantitatively compare alternatives
- Select the best solution at the best cost.

TASK D - DEVELOP SOLUTIONS

Following the Alternative Selection Workshop, Black & Veatch will draft a Summary Report to document the initial investigation, methods employed for screening and selection of the preferred alternative and summarize the basis for implementing the project. The design basis will include an abandonment plan for unused existing facilities, proposed equipment types and capacity, power requirements, site plan, floor plan, and budgetary cost opinion. Project Manager, Heather Cheslek, will meet with the City to review comments on the draft report prior to submitting the final deliverable. Contributing authors will be available by phone if issues related to their work require detailed discussion. The outcome of the project and Summary Report will focus on facilitating a successful design.

Success of this phase of the project should be measured by the City's ultimate confidence in selecting the best solution to meet regulatory compliance, provide simple and efficient operation, facilitate ease of maintenance, and ensure long-term reliability.

FEE

Fee

ENGINEERING SERVICES PROPOSAL FOR THE CLEAN WATER PLANT ULTRAVIOLET DISINFECTION STUDY

Black & Veatch has put a concerted effort into developing an effective and efficient approach to this project, to ensure an appropriate and realistic level of effort, and to ensure the City is provided with a true and accurate assessment of the required engineering effort associated with appropriate execution of this project. Our past involvement at the Clean Water Plant from the 1995 Facilities Plan through the Stage 2 Improvements and the 2011 Facilities Plan and our extensive process and technology knowledge have significantly contributed to our understanding of the project requirements and development of our proposed level of effort.

Our proposed fee to execute the proposed Scope of Services is summarized below. The proposed fee for each phase includes all direct expenses (travel, reproduction, etc.).

Task	Estimated Work Hours	Not to Exceed Fee ($)
Task A: Understanding the Issues	35	$5,864
Task B: Collaborative Screening	28	$6,297
Task C: Develop/Evaluate Alternatives	127	$16,441
Task D: Develop Solutions	73	$11,892
	Total	$40,494

PROJECT EXPERIENCE

Project Experience

WYOMING CLEAN WATER PLANT PROJECT EXPERIENCE

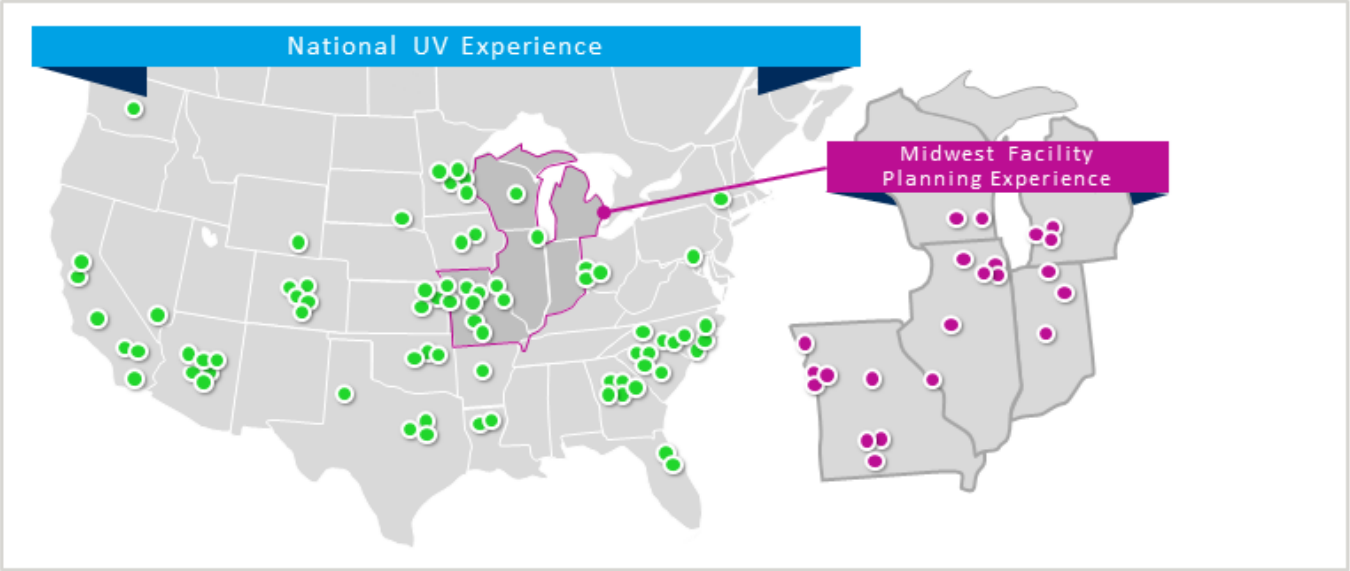
Black & Veatch has provided engineering services for the City's Clean Water Plant (CWP) since 1962 and has had consistency in team member involvement with projects at the CWP since 1995, as summarized in the table below. Projects have included studies (facility planning and special topic), design, and construction phase services, start-up services, and O&M consulting. This level of engagement and institutional expertise provides the City a resource that is unmatched by our peers, providing historical/holistic understanding of the facilities, a deep understanding of site conditions and impacts on construction, and the importance of specific CWP preferences in projects.

Project Relevance	Team Members [1]	Comments
Facility Plan (1995)		
Initial planning for UV disinfection and reaeration.	*Dave Koch*; Julie Gass, Mark Steichen, Scott Carr	Overall long-term facility plan for the treatment facilities. Proven value in the implementation of the recommendations.
Headworks & Biosolids Storage Tank No. 1 (1996-2000)		
Facilities in service for 20 years; confidence in constructed product.	*Dave Koch, Gary Hunter*	Design and construction engineering.
Interim Modifications (1999-2002)		
Proven project execution at the CWP.	*Dave Koch*, Jeff Glover, Jeff Champion	Design and construction engineering.
Odor Control and Tank Improvements (1999-2005)		
Proven project execution at the CWP.	*Dave Koch*, Jeff Glover, Jeff Champion	Design and construction engineering.
Stage 2 Improvements (1999-2008)		
Conceptual design began for UV disinfection before being deferred to later implementation. Jim Cobb direct experience (as contractor) in addressing challenging groundwater conditions. Design of electrical feed and generators to support future loads.	*Dave Koch, Ed Kobylinski, Jim Cobb*, Jeff Glover, Jeff Champion, Mark Steichen, Jorj Long, Julie Gass, Scott Cutting, John Roush, Randy Cantrell, Todd Schellhase, Jon Roush, Mark Martin, Andy Doerflinger, Larry Pittman	Design engineering and construction phase services; start-up and commissioning services; O&M manual development.
GVRBA Segment 2 Pumping Facilities (2004-2012)		
Knowledge of biosolids/bio-P operational intent.	*Dave Koch, Ed Kobylinski, Ben Whitehead, Jim Cobb*, Jeff Champion, Julie Gass, Scott Carr, Randy Cantrell	Study, design engineering, construction phase services, start-up and commissioning services.
Facility Plan Update (2009-2011)		
Updated planning for UV disinfection, reaeration, and effluent pumping. Black & Veatch also advised Calvin College student design project focused on disinfection. Also prepared "CWP Standard Spec".	*Dave Koch*, *Gary Hunter,* Jeff Glover, Mark Steichen, Dennis Trupka	Update to original Facility Plan addressing remaining needs.
Primary Clarifier Odor Improvements (2009-2011)		
Proven project execution at the CWP.	*Dave Koch*, Jeff Glover, Jeff Champion	Design engineering services, with limited construction phase support.
CWP Loadings Evaluation (2016-2017)		
Value of B&V specialist process expertise results in regulatory acceptance of increased loadings capacity.	*Dave Koch, Ben Whitehead, Ed Kobylinski*, Anjana Kadava	Specialized study to assess and revise plant loadings capacity.

[1] *Italics indicates proposed project team member*; others are B&V available resources.

NATIONAL WASTEWATER EFFLUENT UV DISINFECTION PROJECT EXPERIENCE

The Black & Veatch team offers the City industry-wide experience, with the proof of having delivered locally. Relevant to the needs of the City and our approach to your project, the figure below shows the breadth of our UV disinfection experience across the nation, and our wastewater facility planning experience throughout the Midwest.



On the following pages, we have summarized representative UV disinfection projects executed by key members of our team within the last 10-years. These projects include specific features relevant to the CWP's proposed UV disinfection system and related facilities. The Summary UV Disinfection Project Experience table is sorted by projects studying or implementing UVSigna disinfection equipment technologies by Trojan Technologies, Inc. Subsequent columns indicate the specific features relevant to the CWP's planned project, such as UV equipment negotiation, retrofit of existing facilities, effluent pumping, re-aeration, and automated UV dose to optimize cost of operation. Other notable features are described in the last column.

Following the summary table, detailed descriptions and client references are provided for six of these projects, which closely align with the CWP's proposed UV disinfection system and related facilities. We encourage you to review the project biographies and contact our Owner References to discuss their experience working with Black & Veatch.

Summary UV Disinfection Project Experience with features similar to the CWP's proposed facilities.

Project | Client | Location [1]	Year Completed	Scope (S, PD, FD) [2]	UV Capacity (mgd)	Trojan UV System	UV Negotiation	Facilities Retrofit	Effluent Pumping	Re-Aeration	Automated UV Dose	Other Notable Features
[1] Paso Robles WWTP | City of Paso Robles, CA	2016	FD	5	Signa	■	■			■	1st CA Direct Potable Reuse facility
Dunn WRF | Pinellas, FL	2017	S	12	Signa						Optimized Signa configuration
[1] Marcy Gulch WWTP | CWSD | Highlands Ranch, CO	2018	FD	16.5	Signa	■	■		■	■	Whole Plant Solution / UV optimization
[1] Little Rock WWTP | LRWRA | Little Rock, AR	ongoing	FD	58	Signa	■	■	■		■	Pre-selection of UV system
South River | Atlanta, GA	2015	PD	60	Signa	■				■	
RM Clayton | Atlanta, GA	2015	PD	150	Signa						
Des Moines, IA	2015	S	150	Signa		■	■	■		Evaluated existing CCB for Signa
Utoy Creek | City of Atlanta, GA	2015	PD	80	Signa	■				■	Upgraded existing UV system
Ashbridges Bay | City of Toronto | Canada	2017	S	216	Signa						Value Engineering (VE) of Signa system
Long Creek | Raleigh, NC	ongoing	S	12	Signa	■	■			■	Effluent filter technologies evaluation
Melbourne Water | Australia	2010	FD	100	Flex ✳	■		■		■	✳ VE of Signa system, Advanced Oxidation
Oak Valley WRP | Yucaipa, CA	2009	FD	2	3000+			■	■	■	UV system designed for Reuse
Harold Street | City of Olathe, KS	2010	FD	6	3000+	■	■	■	■	■	Piloted Trojan and WEDECO
Wocholtz WRP | Yucaipa, CA	2009	FD	8	3000+			■	■	■	UV system designed for Potable Reuse
[1] Lower Bird Creek WWTP | Tulsa MUA | Catoosa, OK	2017	FD	8	3000+	■	■		■	■	Converted gaseous Cl to UV
Arrowhead Ranch WRF | Glendale, AZ	2014	FD	9	3000+	■	■	■		■	Energy savings reports / UV optimization
Blue River WWTP | Johnson, KS	2015	FD	10.5	3000+	■			■	■	
St. Cloud MN	2011	FD	15	3000+		■		■	■	
Taylor Creek | MSDGC | Cincinnati, OH	2018	FD	15	3000+	■	■			■	
Spencer Creek WWTP | St. Peters, MO	2012	FD	20	3000+	■		■	■	■	Pre-selection of UV equipment
South Mesquite WWTP | NTMWD | Garland, TX	2015	FD	33	3000+	■	■		■	■	Pre-selection of UV system
Missouri River | MSD | St. Louis, MO	2011	FD	80	3000+	■	■			■	Competitive pre-selection of UV system
Cedar Creek WWTP | City of Olathe, KS	2013	FD	25	3000+	■				■	Upgraded existing UV system
Athens GA	2011	FD	6	4000		■		■	■	Upgraded existing UV system
Northwest Cobb County | Atlanta, GA	2009	FD	26	4000		■	■	■	■	
[1] Haikey Creek WWTP | RMUA | Broken Arrow, OK	2016	FD	40	✳	■	■		■	■	✳ Competitive UV bids/Gaseous Cl to UV
[1] Mallard Creek WWTP | Charlotte Water | Charlotte, NC	2018	FD	32		■	■		■	■	UV optimization / Effluent filtration

[1] Client references and detailed work descriptions are provided for highlighted projects.

[2] Scope (S = Study, PD = S + Preliminary Design, FD = S + PD + Final Design). Black & Veatch provides construction engineering on majority of FD projects.

OWNER REFERENCE

John Holloway
501-376-2903

WET WEATHER TREATMENT PLANT IMPROVEMENTS

Little Rock Water Reclamation Authority (LRWRA) | Little Rock, AR

RELEVANCE: *UV equipment cost negotiation, preparation of plans and specifications for Trojan UVSigna system, flow-paced UV dosing, retrofit of an existing in-service UV Disinfection facility, and effluent pumping.*

The Authority (LRWRA) retained Black & Veatch to design a Parallel Treatment Facility for treating peak wet weather flows at their Adams Field Treatment Facility. The existing 36-mgd facility uses UV disinfection together with small doses of peracetic acid. The plant expansion will increase the total disinfection capacity to 94 mgd with the addition of 58 mgd of new UV disinfection, effluent pump station, and effluent flow measurement. The existing UV equipment will be relocated to a new UV Disinfection Facility, which will also include the channels for the new Trojan UVSigna equipment.

Black & Veatch is responsible for wastewater process design as well as electrical and instrumentation and controls discipline designs. Black & Veatch is currently working with a local subconsultant to complete the structural and civil-site design.

OWNER REFERENCE

Jeff Davis
704-942-6943

MALLARD CREEK WASTEWATER TREATMENT PLANT

Charlotte Water (CLTWater) | Charlotte, NC

RELEVANCE: *Pre-selection of UV equipment, water quality testing, hydraulic and CFD modeling, UV dose optimization, flow-paced UV dosing, retrofit of existing facilities, and re-aeration.*

Black & Veatch provided planning, design, permitting and construction phase services for various rehabilitation and improvements projects at Charlotte Water (CLTWater) treatment facilities.

CLTWater contracted with Black & Veatch to provide preliminary design services for new effluent filters and a new UV system to replace existing systems at the 32 mgd Mallard Creek WWTP. The existing systems will be rehabilitated or replaced due to equipment age and operations and maintenance challenges.

The preliminary design phase is comprised of wastewater sampling and characterization, evaluation of the existing facilities and operating data, analysis of alternative filtration and UV technologies, and development of preliminary design concepts and criteria. Preliminary computational fluid dynamics (CFD) modeling was performed to evaluate the hydraulics of proposed concepts.

OWNER REFERENCE

Matt Thompson
805-237-3865

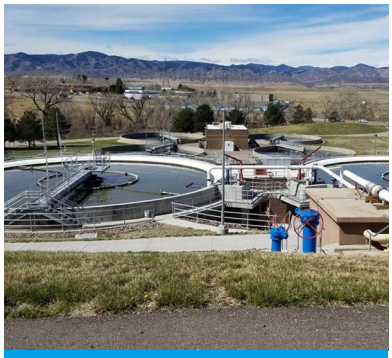
PASO ROBLES WASTEWATER TREATMENT PLANT IMPROVEMENTS

City of Paso Robles | Paso Robles, CA

RELEVANCE: *UV equipment cost negotiation, preparation of plans and specifications for Trojan UVSigna system, flow-paced UV dosing, modeling to predict water quality, and retrofit of existing facilities.*

The City of Paso Robles owns and operates a 4.9 mgd WWTP with an annual average flow of 3.0 mgd. The Paso Robles WWTP improvements included construction of a new headworks facility while the existing plant was in operation. Tie-in to the existing plant was performed over a four-hour time-period during the night when low flows were anticipated. Improvements also included the design and construction of a new Trojan UVSigna Low Pressure High Output UV disinfection system.

Black & Veatch assisted City staff with facilities planning, cost negotiation with Trojan, design, environmental review and permitting, contractor pre-qualification and bidding, engineering services during construction, start-up, and commissioning.



OWNER REFERENCE

Ryan Edwards
303-791-0430

MARCY GULCH WASTEWATER TREATMENT PLANT, PHASE II IMPROVEMENTS

Centennial Water and Sanitation District | Highlands Ranch, CO

RELEVANCE: *UV equipment cost negotiation, preparation of plans and specifications for Trojan UVSigna system, UV dose optimization, flow-paced UV dosing, re-aeration, and retrofit of existing facilities.*

The District retained Black & Veatch to develop disinfection and process improvements at 8.5 mgd average design flow WWTP to meet lower nutrient limits, provide redundancy, and replace aging infrastructure.

Black & Veatch developed a plant-wide process model to support alternatives analysis, design decisions, regulatory permitting, and future operational modeling.

Alternatives for UV disinfection were evaluated for the purpose of pre-selecting UV equipment. Pre-selection documents were developed, and the Trojan UVSigna system was ultimately selected.

Black & Veatch developed plans and specifications for a 16.5 mgd peak flow UV disinfection facility located in a new building. New re-aeration facilities were incorporated downstream of the UV facility.

OWNER REFERENCE

Roger Hughes
918-259-7000

HAIKEY CREEK WWTP DISINFECTION IMPROVEMENTS

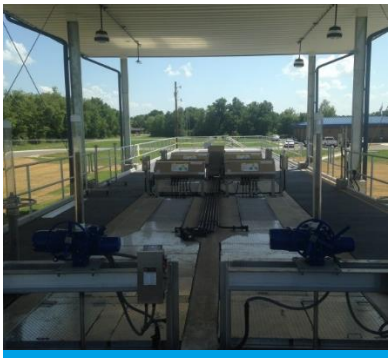
Regional Metropolitan Utility Authority | Broken Arrow, OK

RELEVANCE: *UV equipment cost negotiation, preparation of plans and specifications for TrojanUVSigna system, flow-paced UV dosing, re-aeration, retrofit of existing facilities, and conversion of gaseous chlorine to UV disinfection.*

Black & Veatch conducted a review of the 16-mgd Haikey Creek WWTP's disinfection practices to reduce the risk associated with continued use of gaseous chlorine for effluent disinfection.

Following the study, Black & Veatch and RMUA initiated a UV equipment pre-selection process. Ultimately, the WEDECO TAK55 system was selected as the basis of design. The bidding documents included provisions for the Trojan 3000+ system to be bid as an alternate manufacturer.

The scope of the final constructed project included three UV disinfection channels built inside one of two existing chlorine contact basins capable of disinfecting 5 to 40 mgd flows to meet permit requirements. A canopy was installed over the channels. An electrical building was constructed over the UV channels, housing the UV ballasts and power supply units. Covers were installed to prevent algae growth and clogging/fouling of UV modules.



OWNER REFERENCE

Matt Vaughan
918-596-9845

LOWER BIRD CREEK WWTP EXPANSION AND UV DISINFECTION IMPROVEMENTS

Tulsa Metropolitan Utility Authority | Catoosa, OK

RELEVANCE: *UV equipment cost negotiation, preparation of plans and specifications for Trojan UV system, flow-paced UV dosing, re-aeration, retrofit of existing facilities, and conversion of gaseous chlorine to UV disinfection.*

Black & Veatch provided study, design, bidding, and construction engineering services, including startup and commissioning, SCADA programming, and configuration for the TMUA's Lower Bird Creek WWTP Expansion project. The expansion doubled the facility's capacity to an annual average flow of 4 mgd.

The effluent UV disinfection project consisted of converting two existing chlorine contact basins into UV disinfection channels. Each channel contains two banks of Trojan UV3000Plus UV equipment with three modules per bank and meets the geometric mean of 200 fecal coliform/100 ml and a limit of 1,000 fecal coliform/100 ml at 8 mgd peak flow.

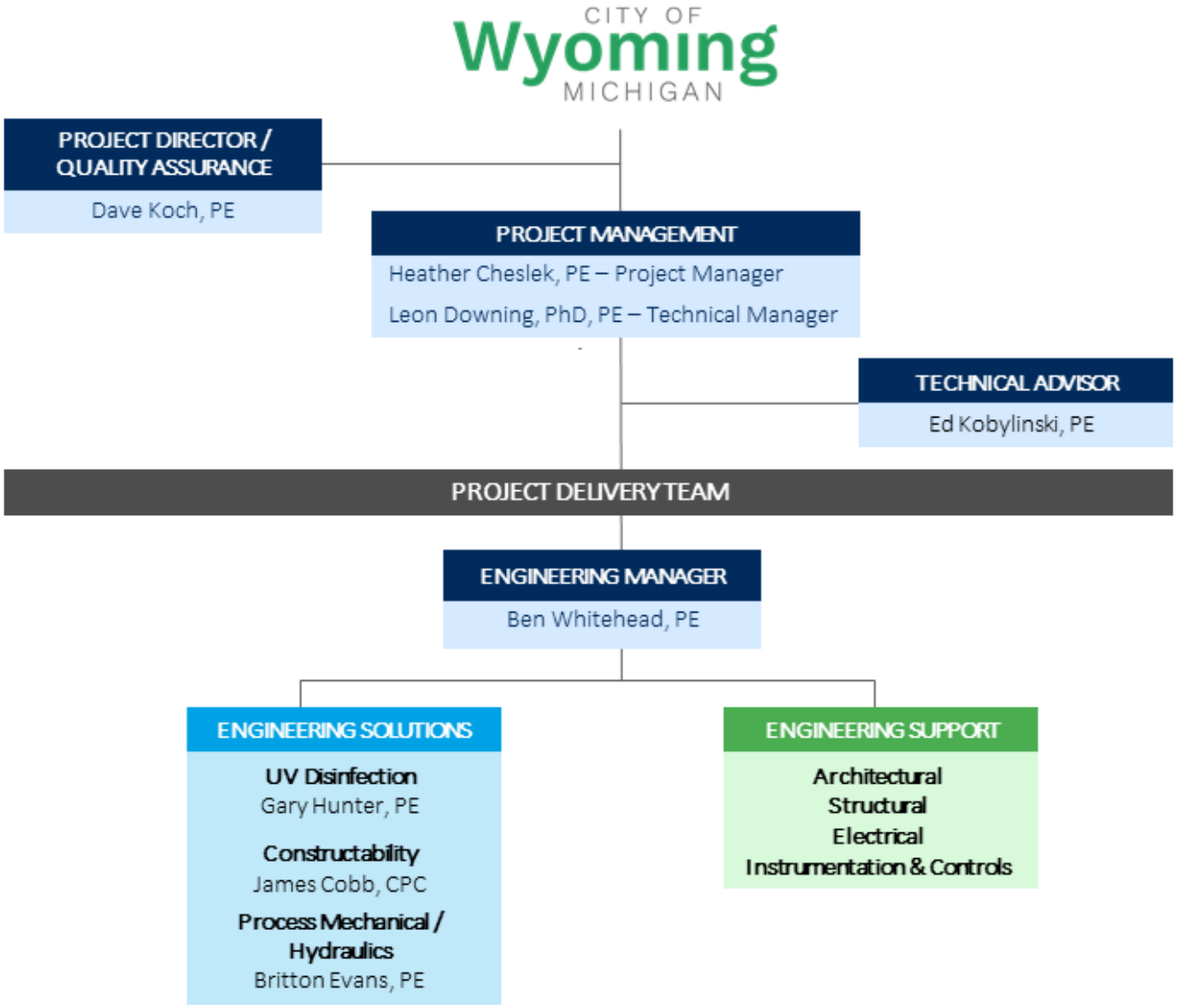
The UV system design was completed on a fast-track basis, in less than 18 months.

PROJECT TEAM

Project Team

Black & Veatch has assembled a project delivery team tailored specifically to meet the goals and objectives of the City for the Clean Water Plant (CWP) ultraviolet (UV) disinfection study. We have assembled our professionals to bring added value and proven working relationships to the City. The project team consists of specialized professionals who will drive decisions and make recommendations to the City throughout the project. The City can trust our team to be responsive and deliver a plan providing the foundation for successful implementation of a new UV disinfection system as well as other process improvements to meet hydraulic and permit requirements.

ORGANIZATION CHART



KEY PERSONNEL AND EXPERIENCE

We are pleased to present our team of very talented and experienced professionals that are best suited to address the challenges associated with updating the CWP's disinfection technology. The following table provides an overview of key members of the project team and their most recent and relevant project experience. Extended versions of individual resumes for key team members are provided in Appendix A - Resumes.

KEY TEAM MEMBERS	ROLE, KEY STRENGTHS AND QUALIFICATIONS	DEMONSTRATED EXPERIENCE
 Dave Koch, PE Project Director / Quality Assurance	Dave will leverage his knowledge and experience gained from working with the City of Wyoming at the CWP and WTP as well as other wastewater treatment projects to ensure the execution team delivers a valuable product to the City. Mr. Koch is an Associate Vice President and leads the Water business of Black & Veatch in Michigan. He has extensive experience in wastewater system planning and treatment and has led many of the wastewater projects for the City over the last 20 years.	■ Proven leader with over 20 years of involvement in projects for the City • CWP Plant Loadings Evaluation | Project Director • CWP Primary Clarifier Odor Control Improvements | Project Manager • CWP Interim Modifications | Project Manager • Wastewater Treatment Plant Improvements | Lead Design Engineer • GVRBA Regional Biosolids Processing | Project Manager ■ Managed or taken part in many similar studies, design and construction projects in the Midwest
 Heather Cheslek, PE Project Manager	As the Project Manager, Heather will be responsible for the overall scope, schedule and budget, collaborating with the City and Leon Downing. Heather will coordinate directly with the City to ensure the project meets or exceeds expectations and is completed efficiently. Heather's nearly 20 years of industry experience, hands-on management approach along with her experience managing multi-discipline teams will provide the City with a leader that has an unparalleled combination of technical experience and management capability.	■ Project Manager for multiple projects involving procurement, planning and negotiating • Speedway WTP UV | Project Manager • East Chicago Membrane WTP | Engineering Manager • White River WTP UV | Project Engineer ■ Project Manager for numerous multidiscipline wastewater treatment plant upgrades ■ Proven leadership skills – Past President of the Indiana WEA, WEF Delegate, Water Leadership Institute Graduate, as well as involvement in other professional organizations
 Leon Downing, PhD, PE Technical Manager	Leon will serve as Technical Manager working closely with the City, Heather Cheslek and the Project Delivery Team to ensure that the alternatives developed provide the treatment needed to meet current permit requirements, and operational goals related to hydraulic and river conditions. Leon will utilize his National process modeling, design, and operational expertise in wastewater treatment processes to provide long-term solutions for the City.	■ Lead process engineer for treatment facilities ranging from 1 mgd to 1,400 mgd ■ Fox River Water Reclamation District | Phosphorus Removal Study | Process Specialist ■ Metropolitan Water Reclamation District of Greater Chicago | Phosphorus Removal Feasibility Study for the O'Brien WRP | Principal Process Investigator ■ City of Fort Wayne | Wet Weather Improvements and Aeration Control Study | Lead Process Engineer

KEY TEAM MEMBERS	ROLE, KEY STRENGTHS AND QUALIFICATIONS	DEMONSTRATED EXPERIENCE
 Ed Kobylinski, PE Technical Advisor	Ed will serve as the project's Technical Advisor drawing from his over 30 years of wastewater treatment experience and his hands-on knowledge of the Wyoming CWP. Ed's intimate knowledge of the region's conditions and treatment challenges as well as UV disinfection and other treatment process steps will provide guidance to the project team.	■ CWP Start-up and Training | Process Engineer ■ City of Grand Rapids | Wastewater Treatment Plant Master Plan Update | Process Engineer ■ Grand Valley Regional Biosolids Authority | WAS Tank Aeration Design | Process Engineer ■ Grand Valley Regional Biosolids Authority | Digestion Process Evaluation | Process Engineer ■ BioKyowa | Disinfection Evaluation | Process Engineer ■ Rogers Water Utilities | Master Plan | Facility Design and Start-up | Process Engineer
 Ben Whitehead, PE Engineering Manager	Ben will manage the engineering for the project and use his understanding of the CWP treatment system and knowledge of the City's material and equipment preferences to oversee the alternatives development and analysis. Mr. Whitehead has 20 years of experience in the analysis, planning, design and construction of municipal public works, including wastewater treatment systems. His experience in technical engineering and management of multi-discipline projects includes multi-firm coordination, hydraulic analysis, design of site plans, pumping and treatment processes and field resident construction representation.	■ Multiple Projects for the City of Wyoming • CWP Plant Loadings Evaluation | Project Manager • Water Treatment Plant Phase I Program | Engineering Manager • High Service and Low Service Pump Operation Recommendations | Engineering Manager • Grand Valley Regional Biosolids Authority | Regional Biosolids Processing | Project Engineer ■ City of Grand Rapids | South Plant Secondary Clarifier Improvements | Lead Project Engineer ■ City of Grand Rapids | A-Section Primary Improvements Study | Lead Project Engineer ■ Holland Board of Public Works | Wastewater Treatment Plant Improvements | Lead Project Engineer
 Gary Hunter, PE UV Disinfection	Gary will lead the UV disinfection technical analysis, communication with the selected UV System Supplier, Trojan, and will coordinate the system elements closely with the project execution team to ensure the alternatives presented are technically sound. Gary has over 30 years of experience with filtration and UV disinfection processes for wastewater treatment facilities around the United States.	■ Active member of the WEF Disinfection Committee and UVA Subcommittee ■ Contributing author to three UV Disinfection guides: WEF's UV Disinfection Operations and Maintenance Chapters in the Manual of Practice and White's Handbook ■ Extensive experience with planning studies, design, construction and operation and startup of UV Disinfection facilities. Recent experience includes leading involvement in: • Facility planning and design for 94 mgd Trojan UV Signa disinfection facility in Little Rock, AR • Alternatives analysis for UV Disinfection and filtration processes for 32 mgd Mallard Creek WWTP in Charlotte, NC • Negotiation and facility planning, design and start-up for 4.9 mgd Trojan UV Signa disinfection facility in Paso Robles, CA

KEY TEAM MEMBERS	ROLE, KEY STRENGTHS AND QUALIFICATIONS	DEMONSTRATED EXPERIENCE
 James Cobb, CPC Constructability	James will provide input to the project team on the constructability of the alternatives developed to ensure that each option is technically sound. His involvement on-site in the CWP Facility expansion project and his over 35 years of experience and in-depth knowledge of the construction industry will prove beneficial when developing alternatives and comparing capital costs.	■ City of Wyoming | Contract Dewatering Services – CWP Expansion | Project Manager ■ City of Grand Rapids | Combined Sewer Overflow Program | Lead Resident Engineer ■ Project Manager, or Lead Construction Manager, for a number of traditional and alternative delivery projects around the world.
 Britton Evans, PE Process Mechanical / Hydraulics	Britton will lead the process mechanical and hydraulic analysis for the treatment process alternatives development. Mr. Evans' experience includes planning, design and construction phase services for major municipal infrastructure. Britton also has experience with not only civil/site design of yard piping and large structures but also process design and planning at various wastewater treatment plants.	■ City of Grand Rapids | Eastside Sewer Improvements Program | Civil Engineer ■ City of Toledo | Waterways Initiative: W-4 Downtown Storage Basin Preliminary Design Report | Design Engineer ■ Metropolitan Water Reclamation District of Greater Chicago | Calumet WRP Conversion of Primary Settling Tanks to High Strength Waste Receiving and Distribution | Lead Engineer ■ Fox River Water Reclamation District | Phosphorus Removal Project | Lead Engineer

APPENDIX A - RESUMES

David S. Koch, PE

Mr. Koch is an Associate Vice President and leads Black & Veatch's Water business in Michigan. He has been involved in projects with the City of Wyoming's Clean Water Plant since 1995, and has assisted the City in successfully navigating many challenges over the years.

Project Director

Expertise:
Management and oversight of Water and Wastewater studies, projects, and programs

Education
Masters, Civil Engineering, Environmental Engineering, Wayne State University, 1995
Bachelors, Civil Engineering, Water Resources, Michigan Technological University, 1989

Professional Registration
PE - Civil, #43098 - 6, Wisconsin, 2013
PE - Civil, #62.064753, Illinois, 2012
PE - Civil, #39666, Michigan, 1994

Total Years of Experience
29.2

Years of Experience with B&V
28

Professional Associations
American Public Works Association
Water Environment Federation - Supporter; Member Association Volunteer
American Water Works Association - Former Vice President, Executive Committee and BOD Member; Association/Section Volunteer

Office Location
Chicago, Illinois

PROJECT EXPERIENCE

Metropolitan Water Reclamation District of Greater Chicago; O'Brien WRP Phosphorus Removal Study; Skokie, Illinois

Project Director. Team leadership and client liaison for planning project at 450 mgd capacity plant. Deliverables include IEPA-mandated P Removal feasibility study for various levels of effluent down to 0.1 mg/L; plant process model using GPS-X, plant hydraulic model using Visual Hydraulics, and Aeration System study to identify improved performance of existing system.

Metropolitan Water Reclamation District of Greater Chicago; Calumet WRP HSW Facilities and Bio-P Evaluation; Chicago, Illinois

Project Director. Team leadership for project to implement a high strength waste receiving and distribution facility to provide carbon for support to the implementation of biological phosphorus removal process implementation, and to evaluate and develop recommendations for further improvements to allow achievement of a 0.5 mg/L P effluent limit.

Fox River Water Reclamation District; Phosphorus Removal Improvements Detailed Design; South Elgin, Illinois

Project Director. Responsible for delivery of services to develop construction documents for improvements to two treatment facilities to convert each to biological phosphorus removal and to add phosphorus recovery through sidestream process, targeting a 1.0 mg/L effluent limit for the facilities.

Glenbard Wastewater Authority Facility Improvements; Glen Ellyn, Illinois

Project Director. Overall responsibility for Black & Veatch delivery of engineering services for a $16M construction value WWTP improvements project comprising tertiary filtration, raw sewage pumping, and plant utility upgrades.

Metropolitan Water Reclamation District of Greater Chicago; Phosphorus Recovery at the Stickney Water Reclamation Plant; Chicago, IL; Chicago, Illinois

Client Liaison. Serving as liaison to the District in Black & Veatch's execution of a design/build project to implement phosphorus recovery facilities at the 1400 mgd Stickney Water Reclamation Plant. The facility went into operation in 2016, allowing the WRP to achieve an effluent P concentration of approximately 0.3 mg/L on a consistent basis.

City of Wyoming; Clean Water Plant Loadings Evaluation; Wyoming, Michigan

Project Director. Responsible for delivery of services to evaluate current loadings and treatment performance of treatment plant, to assess opportunities for re-rating of BOD capacity and/or modifications to allow increased BOD loading.

Metropolitan Water Reclamation District of Greater Chicago; Calumet Water Reclamation Plant Hydraulic and Process Models; Chicago, Illinois

Project Director. Overall responsibility to client for delivery of hydraulic (Visual Hydraulics) and process (GPS-X) models of the 450 mgd plant. The project included evaluation of bio-P implementation at the plant, and wet weather impacts from TARP inflows.

Grand Valley Regional Biosolids Authority; Regional Biosolids Processing; Wyoming, Michigan

Project Manager. Managed engineering efforts on the implementation of a regional biosolids processing project to handle residuals from two area wastewater treatment plants. The initial study phase was completed in early 2006, with preliminary and final design for four construction contracts and one procurement contract completed in 2007. The projects (total construction value $30M) became operational in late 2009, with responsibility by Black & Veatch for managing the construction and start-up phase engineering services. Black & Veatch also provided engineering services for facility improvements completed in early 2012.

Fort Wayne City Utilities; UV Disinfection Facilities; Fort Wayne, Indiana

QC Reviewer. Responsible for the civil/mechanical process and general coordination quality control review for implementation of UV disinfection facilities for a 72 mgd water treatment plant.

City of Wyoming, Michigan; Primary Clarifier Odor Control Improvements; Wyoming, Michigan

Project Manager. Responsible for the management of design services for a project to add covers to existing primary clarifiers to reduce odors. Scope of work included modifications to an existing activated carbon odor control unit to which the odorous air is to be discharged. Construction was completed in late 2010.

City of Wyoming, Michigan; Stage 2 Improvements; Wyoming, Michigan

Project Manager. Responsible for the management of design services for a $41M wastewater treatment plant expansion (to 24 mgd MM and 42 mgd peak) and improvements consisting of: expansion of raw sewage pumping capacity; rehabilitation of existing primary clarifiers; new aeration and clarification to expand existing activated sludge process including biological phosphorous removal; replacement of existing biosolids tank covers, odor control facilities, and biosolids tank mixing facilities.

City of Wyoming, Michigan; Interim Modifications Project; Wyoming, Michigan

Project Manager. Responsible for design and construction engineering services for project to remove existing grit removal and screening facilities from the treatment plant, following replacement under a previous contract. Also included miscellaneous operational improvements to plant facilities.

City of Wyoming, Michigan; Wastewater Treatment Plant Improvements; Wyoming, Michigan

Lead Design Engineer. Responsible for the design of a new headworks building, incorporating raw wastewater screening and grit removal prior to influent pumping station and hauled waste disposal facilities. Also provided construction phase assistance services.

Heather Cheslek, PE

Ms. Cheslek is an experienced leader for planning, design and permitting of water supply, treatment and distribution and wastewater treatment and collection systems; as well as hydraulic, hydrologic, and water quality modeling for open channel and closed channel systems. Some of Ms. Cheslek's key responsibilities have included:

- Provided planning and design for Electrical System Improvements at the South Bend WWTP.
- Coordinated multi-discipline team designing upgrades to the Fort Wayne WPCP WAS Thickening facility.
- Coordinated electrical and instrumentation design of wastewater treatment process upgrades for UNOX and SNDR systems.
- Past-President of the Indiana Water Environment Association.
- Graduate of WEF/AWWA Water Leadership Institute

PROJECT EXPERIENCE

City of South Bend; WWTP Electrical Improvements; South Bend, Indiana

Project Manager. Conducted an evaluation of the entire Electrical System at the WWTP and provided recommendations and cost estimates for equipment requiring replacement and addition to ensure treatment capacity during dry and wet weather conditions are met. Conducted workshops to obtain input from Engineering, Operations and Maintenance personnel to assist with prioritizing needed improvements. Evaluation included sizing of backup generators where necessary, recommendations for replacement of aging electrical gear and new power feed scheme, and cost estimates for each recommendation to assist with capital planning.

Citizens Energy Group; Belmont AWTP Incinerator Improvements; Indianapolis, Indiana

Project Manager. Responsible for the inspection and design of multi-phased improvements to four multiple hearth incinerators at the Belmont AWTP. The project included the permitting and upgrade of emission control equipment to meet new MACT 129 regulations; detailed assessment and review of ongoing operations and maintenance practices; and planning and design of a new CEMS, SCADA-based control room, PLC room, and associated instrumentation and controls equipment.

Fort Wayne City Utilities; WPCP Primary/Secondary Treatment and Digester Upgrades: WAS Thickening; Fort Wayne, Indiana

Project Manager. Led multi-discipline team during design and construction phase for upgrades to the WAS Thickening Building. Upgrades included

PROJECT MANAGER

Expertise:
Planning; Wastewater Treatment and Collection; Wet Weather (CSO)

Education
Masters, Environmental Engineering, Environmental and Water Resources, Massachusetts Institute of Technology, 2003
Bachelors, Civil Engineering, Environmental, Michigan State University, 1999

Professional Registration
Professional Engineer – Michigan and Indiana

Total Years of Experience
19

Professional Associations
Water Environment Federation - WEF Delegate, Students and Young Professionals Committee, Utility Management Committee
Indiana Water Environment Association - President
Society of Women Engineers - Central Indiana Section - Fund Development Committee
American Water Works Association – Young Professionals Committee
WEF/AWWA Water Leadership Institute Graduate

Office Location
Grand Rapids, Michigan

demolition of the existing centrifuges as well as piping, electrical, instrumentation, and HVAC system. The new equipment includes two rotary drum thickeners, polymer feed system, WAS feed pumps, TWAS pumps, HVAC and plumbing, security, painting, lighting, and electrical and instrumentation for the new equipment. The project also involved coordinating the design with other designers on other project elements at the WPCP and with the Guaranteed Savings Contract (GSC) service provider.

Fort Wayne City Utilities; 3RPORT Routing Study; Fort Wayne, Indiana

Quality Control. Provided quality control review of the 3 Rivers Protection & Overflow Reduction Tunnel (3RPORT) Routing Study report.

City of South Bend; WWTP Secondary Improvements; South Bend, Indiana

Project Manager. Ms. Cheslek directed a multi-discipline team to provide upgrades to the Wastewater Treatment Plant Secondary Treatment System. Improvements included structural condition assessment and design for the two 100-foot diameter secondary treatment basins, new effluent piping and meter vaults, and dewatering system for the Secondary Treatment Basins.

Citizens Energy Group; Fall Creek White River Tunnel System Design; Indianapolis, Indiana

Quality Control. Ms. Cheslek provided quality control review of several technical memorandums related to the design of the estimated $460M FCWRTS project for CEG. Design includes the development of tunnel and consolidation sewer alignments, technical considerations, risk management, and operational strategies.

Town of Speedway; Wastewater Treatment Plant Improvements; Speedway, Indiana

Project Manager. Coordinated electrical and instrumentation design, bid phase and construction phase services for improvements to the UNOX and SNDR processes at the wastewater treatment plant. Coordinated Plant-wide SCADA Master Plan effort to develop a facility-wide control block diagram, site plan showing locations of instrumentation equipment and an opinion of probable cost for recommended improvements throughout the treatment plant. Coordinating Plant-wide SCADA configuration effort for two contractors during construction utilizing new software.

Indianapolis DPW; Lift Station 101 Improvements; Indianapolis, Indiana

Engineering Manager. Coordinated multi-discipline team to generate technical memorandums for electrical, mechanical, architectural, and pump hydraulics design criteria for upgrades to the lift station.

City of Fort Wayne; CSO 017 and CSO 021 End of Pipe Design; Fort Wayne, Indiana

Engineering Manager. Coordinated design effort to generate design documents for two floatables control projects consisting of a bar screen and an in-line netting system. These projects were early action items within Fort Wayne's Long Term CSO Control Plan and utilized to meet the requirements of EPA's Nine Minimum Controls.

DC Water; Outfall Sewer Assessment and Sewer Assessment Facility Plan; Washington, District of Columbia

Project Engineer. Evaluated feasible rehabilitation alternatives for over 16,000 feet of combined sewer with diameters greater than 9 feet. Provided planning level cost estimates and recommendations for rehabilitation options for each branch of sewer based on priority ratings and budget constraints. Provided operation and maintenance recommendations based on sewer condition.

Leon Downing, PhD, PE

- Specializing in nutrient removal and energy efficiency at wastewater treatment facilities, has served as the lead process engineer on projects ranging from 1 mgd to 1,400 mgd
- Vice-chair and lead author of the recent WEF Technical Publication "Moving Towards Resource Recovery Facilities"
- Vice-chair of the Modeling Experts Group of the Americas (MEGA)
- Member of the WEFTEC Research Symposium
- 12 peer reviewed scientific journal publications focused on energy efficient biological nutrient removal
- Founding member of the Issue Area Team for the WERF Resource Recovery Challenge

PROJECT EXPERIENCE

Fox River Water Reclamation District; Phosphorus Removal Study; South Elgin, Illinois

Process Specialist. Process specialist for evaluation of alternatives at each of the District's three Water Reclamation Facilities to meet various levels and types of effluent nutrient limits. Provided consultation in the design phase of projects relative to operational aspects of new biological processes to be implemented.

MWRDGC; Phosphorus Removal Feasibility Study for the O'Brien WRP; Chicago, Illinois

Principal Process Investigator. Leading the study to develop an NPDES-mandated Phosphorus Removal Study for the plant. In support of the study, a detailed evaluation of the performance of aeration basins and assessment of improvements alternatives. Full plant process (GPS-X) and hydraulic (Visual Hydraulics) models are being developed for utilization in evaluations and development of recommendations.

Trinity River Authority of Texas, Dallas, Texas

Lead Process Engineer. Working continuously with Trinity River Authority (TRA) on projects since 2008 at CRWS Treatment Plant (189 mgd flow capacity). Initial nutrient removal and process modeling evaluation led to design of full-scale demonstration basin that relied on simultaneous nitrification and denitrification to achieve phosphorus and nitrogen limits. Full scale demonstration testing identified effluent phosphorus concentration of 0.3 mg/L was achievable with no chemical addition and simple A/O selector configuration. Full scale implementation of ammonium-based DO control resulted in $1,000 per day in energy savings. Currently assisting with on-call process engineering services related to process

TECHNICAL DIRECTOR

Expertise:
Whole Plant Nutrient Management; Process Modeling; Biofilm Systems; Aerobic Sludge Granulation

Education
Ph.D., Environmental Engineering, University of Notre Dame
M.S., Environmental Engineering, University of Notre Dame
B.S., Environmental Engineering, University of Wisconsin – Platteville
B.S., Civil Engineering, University of Wisconsin – Platteville

Years of Experience
14

Professional Registration
PE – Texas 105966

Professional Associations
WEF
CSWEA
IWA

Office Location
Milwaukee, Wisconsin

troubleshooting, alkalinity addition optimization, and a WERF research project related to granulation of activated sludge. Served as Technical Director for ongoing Master Plan that is developing a strategy for mitigating future THP-Digestion improvements on plant operation, struvite production rates, and biosolids dewaterability. A key part of the Master Plan was developing a phosphorus mitigation and recovery strategy that will rely on ferric addition for struvite mitigation during digester startup, followed by implementation of struvite harvesting for long term management.

Northern Treatment Plant; MWRD, Denver, CO

Process Engineer. Dr. Downing has provided on-site process engineering support for the Northern Treatment Plant during final phases of commissioning. During startup training, provided training support using process models developed in SUMO and Biowin during operations training and "what if" scenario analysis. He was the on-site process engineer during the startup phase of the process, assisting plant operations with process optimization, troubleshooting, and developing operational strategies for near term and long term operating conditions. Assisted with optimization of post aerobic digestion (PAD) for sidestream nitrogen management and struvite mitigation.

Wet Weather Improvements and Aeration Control City of Fort Wayne, Indiana

Lead Process Engineer. Using process modeling and field testing, Downing developed the process requirements to expand the peak flow treatment capacity of the Fort Wayne Water Pollution Control Facility (WPCF) from 60 to 85 MGD, with design provisions to accommodate 100 MGD of peak flow. Developed a wet weather sampling protocol for developing design storm conditions. Based on modeling results, developed design basis for chemically enhanced primary treatment (CEPT) and instrumentation design for improved control and efficiency. Field testing of instrumentation is completed, construction of instrumentation improvements is currently being completed, and incorporation of online ammonium and TSS readings as part of the aeration system operation is currently being implemented. Currently assisting with operation staff training, final permit negotiations, and operations troubleshooting.

Startup and Training; Resource Recovery and Electrical Efficiency (R2E2) Project; NEW Water, Green Bay, WI

Senior Process Engineer. The R2E2 project for NEW Water is transforming their solids handling facility from a net resource consumer to a net resource producer. The addition of anaerobic digestion, high strength waste receiving, biogas utilization, and phosphate harvesting will help NEW Water approach energy independence in the future. I am currently servings as the senior process engineering during commissioning and startup. In this role, I assist with model development, operational training, and startup planning for this $150 M project.

Phosphorus Compliance Plan; NEW Water, Green Bay, Wisconsin.

Lead Process Engineer. Providing senior technology leadership for NEW Water as they develop overall compliance plan. Statistical simulations using Monte Carlo based techniques are being applied to determine most environmentally sustainable approaches for phosphorus compliance to achieve the mass loadings dictated by the Fox River TMDL. Pilot results for Silver Creek Watershed program being evaluated with in-plant infrastructure at both NEW Water facilities to determine the most feasible path forward using a multi-variate analysis based on probabilistic likelihood of achieving mass loadings from different sources and improvements. Phosphate harvesting is a key part of the overall compliance plan for NEW Water.

Ed Kobylinski, P.E.

As a wastewater treatment specialist in the Wastewater Treatment Technology Department, Mr. Kobylinski has over 30 years of experience and is responsible for process evaluation and design for industrial and municipal wastewater treatment facilities.

Some of his recent experience includes:

He has designed numerous physical/chemical and biological treatment systems for a wide variety of industrial clients and is aware of how industry uses and discharges wastewater.

His designs include several batch, or continuous pH control systems ranging in size from 0.01 to 25 mgd.

He has performed bench-scale treatability tests and designed facilities to treat acid mine drainage containing several metals, arsenic contaminated groundwater, chromium contaminated groundwater and process waters from the production of small arms munitions. He also piloted and designed several oil and grease removal systems and water treatment systems to remove TSS and color for in-plant reuse.

Recently completed several wastewater reuse and wastewater segregation projects that involved evaluation of the impact of water chemistry on downstream processes. Prevention of calcium scaling in sour water strippers and air pollution abatement scrubbers to reduce fouling was evaluated. These projects involved wastewater segregation to keep calcium out of the sour water stripper and modifications to scrubber operating conditions to avoid calcium scaling.

Designs biological treatment facilities for the municipal and industrial sectors. He was behind the design of aerated and anaerobic lagoon facilities for the world's largest lagoon treatment system at Izmir, Turkey. He has evaluated and designed high rate activated sludge, including nitrification and denitrification systems for several municipal clients including the biological treatment facilities for Anheuser Busch, National Starch and the U.S. Army. The U.S. Army facility is unique in that sequencing batch reactors (SBR) are used to denitrify a waste containing 2,300 mg/L of nitrate-nitrogen followed by polishing SBRs to remove excess BOD.

TECHNICAL ADVISOR

Expertise:
Wastewater Treatment Systems

Education
MS, Chemical, University of Missouri-Rolla, 1978
BS, Chemical, University of Missouri-Rolla, 1977

Professional Registration
PE - #14899, Virginia, 1984

Total Years of Experience
33

Years of Experience with B&V
33

Professional Associations
Water Environmental Federation
American Institute for Chemical Engineers

Office Location
Kansas City, Missouri

PROJECT EXPERIENCE

City of Grand Rapids, Michigan; Grand Rapids Wastewater Treatment Plant Master Plan Update; Grand Rapids, Michigan

Process Engineer. Evaluated 2005 Master Plan, updated historical data and compared current loading to 2005 projected loading to determine if the recommendations remained valid or required adjustment.

Grand Valley Regional Biosolids Authority; WA Tank Aeration Design; Grand Valley, Michigan

Process Engineer. Lead process engineer evaluation and conceptual design of a sidestream treatment system. The sidestream result from a common WAS and primary sludge storage from the GVRBA regional biosolids dewatering facility. The evaluation examined how to minimize P release in the respective storage tanks under a number of different operating conditions. The project included evaluating existing dewatering system data and developing projections of fermentation of VSS resulting in the release soluble BOD (VFA).

Grand Valley Regional Biosolids Authority; WAS Tank Aeration Design; Grand Valley, Michigan

Process Engineer. Lead process engineer for design of a diffused aeration system for thickened WAS storage. Designed a coarse bubble diffused aeration system to keep a WAS storage tank aerobic to prevent release of P from Bio-P sludge.

BioKyowa; Disinfection Evaluation; Cape Girardeau, Missouri

Process Engineer. Evaluated WWTP performance and performed pilot testing of alternative disinfection technologies. Recommended further pilot testing to define design conditions. Evaluated hypochlorite, peracetic acid and UV technologies.

Rogers Water Utilities; Facility Design; Arkansas

Process Engineer. Lead process team in the design of the expansion of the existing activated sludge plant from 6.7 mgd to 14 mgd. Improvements to the existing plant include influent pump station, new headworks facility, a third activated sludge process train, replace existing surface aerators, add a new final clarifier and replace the mechanisms in the existing units, add effluent filters, add new alum feed system to serve the third activated sludge train, expand the existing PSA system for oxygen injection and add a new outfall line. The new activated sludge treatment system is a five-stage nutrient removal process.

Rogers Water Utilities; Master Plan; Rogers, Arkansas

Process Engineer. Lead process evaluation team. Examined upgrade for future capacity expansion and more stringent future NPDES permit limits. Evaluation included BioWin modeling of biological phosphorus removal and storm water equalization strategies. Modeling determined that the existing facilities could be re-rated from 6.7 mgd to 8 mgd with clarifier modifications and additional aeration. Long term plan included dewatering and heat drying to produce a Class A quality sludge for beneficial reuse. Effluent disinfection was studied to compare chlorination/dechlorination with ozonation or UV. UV was recommended. Effluent reuse was also evaluated, and continued golf course irrigation was determined to their best option.

Ben Whitehead, PE

Mr. Whitehead has twenty years of experience in the analysis, planning, design and construction of municipal public works, including water and wastewater treatment plants, pumping stations, and wastewater collection and conveyance systems. His experience includes technical engineering and management of multi-discipline projects. He has also taken lead responsibilities for water system Reliability Studies, Project Plans, and Vulnerability Assessments. His experience includes extensive facility analysis, hydraulic analysis, design of site plans, pumping and treatment processes, preparation of construction plans and contract documents, and resident construction representation.

ENGINEERING MANAGER & PROCESS MECHANICAL / HYDRAULICS

Expertise:
Engineering Management/Engineering Manager; Project Management/Project Manager; Resident Project Representative; Wastewater Treatment Process Mechanical; Water Treatment Process Mechanical

Education
Bachelors, Biosystems Engineering, Environmental, Michigan State University, 1998

Professional Registration
PE - #6201049536, Michigan, 2002

Total Years of Experience
20

Years of Experience with B&V
12

Professional Associations
Michigan Water Environment Association
American Water Works Association
Safe Water in Ecuador Committee – Past Co-Chair

Office Location
Grand Rapids, Michigan

PROJECT EXPERIENCE

City of Wyoming; Water Treatment Plant Phase I Program; Holland, Michigan

Engineering Manager. A 40-mgd conventional water treatment plant was constructed adjacent to and connects with the existing treatment plant. The new plant includes the chemical storage and feed systems, raw water mixing, horizontal paddle flocculation, inclined plate settling, gravity filtration, combination air and water filter backwash equipment, residuals handling and dewatering system. Miscellaneous facility improvements were also made to the existing water treatment plant, including a new administration and laboratory facilities.

Coordinated multi-discipline design and led civil and process mechanical design of flocculation, residuals collection, effluent launder replacements in existing pretreatment basins.

Coordinated multi-discipline design for a carbon storage and feed facility, which also contains transformers for providing step-down power for existing and future low service pumping stations. The facility is comprised of a single building which houses two 23,000-volt transformers, carbon slurry storage tanks, mechanical mixers, peristaltic metering pumps.

Calculated high and low service pump curves and identified the Preferred Operating Range for all possible pumping combinations. Evaluated results and recommended pumping combinations for high and low service pumps to minimize the long-term cost of pump operation and maintenance.

Served as full-time Resident Project Representative for $80 million total contract value from groundbreaking through system start-up.

Grand Valley Regional Biosolids Authority; Regional Biosolids Processing; United States

Project Engineer. Coordinated multi-discipline engineering services for the development of new storage facilities for a regional biosolids processing

project to handle residuals from the Wyoming CWP and Grand Rapids WRRF. The ultimate project is comprised of a new residuals pumping station at the CWP, 3-mile transfer pipelines between the CWP and WRRF, a storage facility and a dewatering facility at the WWTP. Completed permit applications for the transfer pipeline project, which is adjacent to Native American burial grounds, wetlands and MDOT property. Mr. Whitehead continued involvement through construction, performing inspection services for the WRRF Storage Facilities and CWP pumping station.

City of Grand Rapids | Market Avenue Pump Station Improvements; Grand Rapids, MI | 2003 - 2007; Market Avenue Pump Station Improvements; Grand Rapids, Michigan

Project Engineer/Resident Project Representative - Tetra Tech. Responsible for design and construction engineering services for project to replace existing 120 mgd screening and pumping facilities within the existing combined sewerage pumping station. Also included extensive rehabilitation of the pump station facilities. Performed on-site construction engineering services for the $7 million project including submittal review, field construction quality control, and contract change document preparation.

City of Grand Rapids; Replacement of Flowmeters; Grand Rapids, Michigan

Lead Project Engineer - Tetra Tech. Responsible for improving the influent and distributed flow monitoring at the WRRF. Improvements included replacement of existing Venturi type flowmeters with magnetic flowmeters. Unique design features incorporated automated motorized rectangular butterfly gates for controlling flow into the primary clarifiers, a fixed flow splitting baffle for evenly distributing flow into the south secondary clarifiers, and a magnetic flowmeter capable of accurately measuring partially filled pipe flow (the meter is one of the world's largest of its type). Responsibilities also included updating the flow measurement section of the WRRF O&M Manual.

City of Grand Rapids; South Plant Secondary Clarifier Improvements; Grand Rapids, Michigan

Lead Project Engineer - Tetra Tech. Responsible for design services, rehabilitating six existing circular clarifiers with improved residuals collection equipment. Efforts included hydraulic analysis, equipment evaluation and recommendation, and bidding document preparation. Final recommendations were incorporated into the design and replaced the processes with: circular hydraulic sludge collection equipment, effluent collection flumes and weirs, energy dissipating inlet (EDI) baffles, peripheral wall baffles, and weir cleaning devices.

City of Grand Rapids; A-Section Primary Improvements Study; Grand Rapids, Michigan

Lead Project Engineer - Tetra Tech. Responsible for a study focused on rehabilitation of the original primary clarifiers at the WRRF. Analyzed several alternatives including abandonment of the facilities. Final recommendation included alternatives for converting the square tanks to round clarifiers with improved settling equipment.

Holland Board of Public Works; Wastewater Treatment Plant Improvements; Holland, Michigan

Lead Project Engineer - Tetra Tech. Lead design phase services for an aeration system at the WWTP facility to improve the Dissolved Oxygen content of effluent water.

Gary Hunter, PE, BCEE, ENVSP

As a specialist assigned to Black & Veatch's Water Technology Group, Mr. Hunter is responsible for process evaluation for both domestic and industrial wastewater treatment facilities. In this role, he is responsible for filtration and disinfection process trains of the treatment plant. In this work, he has gained expertise in the design, operation and troubleshooting of wastewater treatment processes. Mr. Hunter serves as an UV process consultant to EPRI conducting for studies and training for water and wastewater UV disinfection facilities across the United States. Currently, as a member of WEF's disinfection committee he oversaw the develop of Chapter 19 on disinfection in the 2017 edition of the WEF Manual of Practice 8.

Over 50 paper/presentations on UV related topics. Contributing author latest edition of White's handbook of Chlorination (UV chapter) and disinfection processes. In addition, contributing author to two WEF publications on UV disinfection, one focusing on operations and maintenance activities.

PROJECT EXPERIENCE

Wet Weather Treatment Plant Improvements, Adams Field WWTF, Little Rock, Arkansas

Sr. Process Engineer. Developed plans and specification for expansion of effluent disinfection to 94-mgd with latest generation of UV technology from Trojan (UVSigna).

Treatment Plant Improvements, Mallard Creek WWTP, Charlotte Water, Charlotte, North Carolina

Sr. Process Engineer. Developed preselection criteria for selection of UV equipment for upgrade to 32-mgd Disinfection facility. Preliminary design study includes latest generation UV technology from Xylem/Wedeco (Duron).

Treatment Plant Improvements, Paso Robles Water Reclamation Facility, Paso Robles, California

Sr. Process Engineer. Examined various disinfection alterative to provide high level disinfection alternatives. Developed specifications for four different UV vendors. Prepared design modification for installation for Trojan Signa system.

North Texas Municipal Water District; UV System Testing; Dallas, Texas

Process Engineer. Developed procedures for evaluation of low pressure UV system from a 5-mgd facility for the inactivation of Cryptosporidium from a wastewater facility. Wastewater treatment plant discharges into the local water supply.

UV DISINFECTION

Expertise:
Conceptual UV Disinfection Design UV Development, Disinfection System, Pilot Plant Operations with Emphasis on Wastewater Disinfection

Education
Doctorate of Environmental Engineering, Provisional Candidate – Clemson University
MS, Civil Engineering, Brigham Young Univ Utah, 1985
BS, Civil Engineering, Brigham Young Univ Utah, 1984
Associate of Arts, General Studies, Ricks College, 1978

Professional Registration
PE - Civil, #12244, Kansas, 1991

Total Years of Experience
33

Years of Experience with B&V
33

Professional Associations
Water Environmental Federation Disinfection Committee
Water Environmental Federation
IUVA Wastewater Subcommittee
IUVA Executive Operating Group
American Society of Civil Engineers

Office Location
Kansas City, Missouri

Johnson County Wastewater; New Century Airport Complex Ultra Violet Disinfection; Johnson County, Kansas

Senior Process Engineer. Evaluated three different UV alternatives (Trojan 3000+, Aquionics, WEDECO TAK55) for installation at a 4 mgd design flow. Prepared conceptual and economic analysis examining two UV alternatives. Oversaw four-week UV demonstration using low pressure-high output UV system. Assisted design team in the preparation of specification for UV system.

City of St. Joseph, Missouri; Facilities Improvements; St. Joseph, Missouri

Senior Process Engineer. Supervised demonstration of two 0.5 UV demonstration facilities for treatment of trickling filter/activated sludge effluent. Options included bulk hypochlorite/ bisulfite, on-site generation of hypochlorite and bulk bisulfite, and UV Disinfection. Prepared specification for procurement of UV equipment for 108 mgd facility that included both wet and dry weather. Assisted in design of 108 mgd UV facility with ability to disinfect both wet and dry weather.

Leavenworth WWTP Expansion, City of Leavenworth, Leavenworth, Kansas

Disinfection Process Lead. Supervised collection of UV transmittance data from trickling filter effluent. Conducted pilot testing to improve solids capture from trickling filter effluent. Conducted evaluations for installation of a 12 mgd UV disinfection system. Assisted in preparation of drawings and specifications for installation of UV system. Conducted performance testing to validate installation of equipment.

Metropolitan Water Reclamation District of Greater Chicago; Wastewater Planning; Chicago, Illinois

Process Consultant. Mr. Hunter has served on the PAC for the UV demonstration project located at the District's Hanover Park facility. In this role he has provided input on the selection of UV equipment, layout of equipment, reviewed operational data, and advised the District on testing requirements. He also assisted the District in the preparation of procedures for "spot check validation" of the UV equipment at the plant.

City of Lawrence, Kansas; Wakarusa Water Reclamation Facility; Lawrence, Kansas

Process Consultant. Assisted in the development of the disinfection strategy for the new Wakarusa Water Reclamation Facility. Evaluated various disinfection alternatives. Options included hypochlorite/bisulfite, UV Disinfection, and ozone. Strategy was designed to meet BRN, EBNR, and LOT treatment limits. Assisted in the development of a Technical Memorandum.

Disinfection Alternatives Analysis, Unified Government of Kansas City, Ks, Kaw Point Wastewater Treatment Plant, Kansas City, Kansas

Sr. Process Engineer. Conducted bench scale testing various disinfectants including PAA, UV, ozone, and Hypochlorite for a 20 mgd high purity oxygen activated sludge plant. Developed conceptual level construction and operating costs with non-economic factors to select the most appropriate disinfection alternative. Assisted in the development of plans and specifications for 20 mgd low pressure high output UV system. Conducted performance testing of system for contract acceptance.

JEA; Design of UV Disinfection Systems; Jacksonville, Florida

Process Consultant. Assisted in the design on five medium pressure UV disinfection systems totaling 250 mgd peak flow. Evaluated treatment plant data to allow for development of design criteria. Worked with State regulatory officials to establish design criteria for each system

James Cobb, CCM, CPC

CONSTRUCTABILITY

James Cobb has extensive experience in the analysis, planning, construction, and management of municipal public works, detention facilities, and other building structures in both the United States and countries abroad. He has worked extensively with the U.S. military and many other agencies of the U.S. government and embassies along with their host nation representatives. He is fluent in design review and value engineering and has managed design build projects from conception to completion in values of the upper 200 million-dollar ranges. Mr. Cobb is a member of American Institute of Constructors.

Expertise:
Constructability Review; Construction Management; Program Management; Project Management; Value Engineering

Education
Masters, Human Resources, HR Management, Webster University, 2009
Bachelors, Construction Management, Civil, Ferris State University, 1999
Associates, General Studies, University of Maryland, 1997, Global

Professional Registration
Certified Professional Constructor, #1007, 2001

Total Years of Experience
37

Years of Experience with B&V
11

Professional Associations
Society of American Military Engineers (SAME).
Construction Management Association of America
American Institute of Constructors - Fellow

Office Location
Michigan

PROJECT EXPERIENCE

City of Wyoming; Contract Dewatering Service; Saranac, Michigan

Project Manager. Managed site work and specialty contractor work for 36-million-dollar Waste Water Treatment Facility construction. Formulated and fostered an open communication relationship with the A/E, owner, and general contractor. Excavated over a 100 thousand yards of soil in a five-day work period during a non-traditional construction time of year. Supervised the installation of a slurry wall for ground water retention with depths exceeding 20 feet. Managed the installation and maintenance of a dewatering system that removed up to 5 million gals of ground water per day. Oversaw the completion a wetlands Mitigation project, which included the dewatering of an existing 40 plus acre lake. Engineered the layout and installation of Steel Lined, Reinforced Concrete Pipe with sizes up to 60-inch ID, weights of 30K per pipe, and total distance in excess of 1 ½ miles of pipe. Managed the installation of all underground piping. Wrote all Scopes of work, change orders, progress payments, submittals documents etc. Estimated and bid future projects. Construction value greater than $40 million.

City of Grand Rapids; Combined Sewer Outfall; Grand Rapids, Michigan

Lead Resident Engineer. On combined sewer outfall projects for the City of Grand Rapids. Responsible for the construction management of 28 large pipeline and utility projects in Grand Rapids and outer laying areas. These projects involve replacing and or revitalizing (CIPP)the existing underground combined sewer/storm systems with separate systems to alleviate the over flow and added costs of processing storm water at the city waste water treatment plant. While performing this work the present-day water distribution, street signal and lighting systems and road alignment are improved along with the private utilities. These projects regularly involved underground pipeline infrastructure installation of concrete box culverts from 10’ x 9’ and pipe installation to 120-inch ID. Potable water line installation, testing and chlorination. With depths in excess of 25 feet deep a common occurrence. This work is performed in the heart of the city in both residential and business areas. Mr.

Cobb is responsible for multiple on-going construction contracts that can span multiple years and are being accomplished simultaneously. Additionally, he is involved in the design and preparation for the forecasted projects that follow annually. He manages a design team and an inspection team as well as sub-consultants. He also coordinates with City agencies such as traffic safety, water department and the public relations department.

Kellogg Brown and Root; CONCAP Valued in excess of 500 million U.S. Dollars; Arlington, Virginia

Project Manager, Superintendent (Detention facility). Managed a $27, 25 and 55 million design build/fast track facilities. Interfaced with multiple levels of the client and the U.S. federal government. Reviewed and negotiated all change order pricing and schedule affects. Reviewed and approved progress and final payments for both General Contractor and Subcontractors. Prepared Scope of Work for change orders. Maintained schedule time frames in relationship to production. Directed the day-to-day operations of a large prime contractor filling a subcontractor's position. Key member in the value engineering process which resulted in a savings of over $2 million.

Kellogg Brown and Root; CONCAP Valued in excess of 500 million U.S. Dollars; Arlington, Virginia

Project Manager, QC Manager (Government Hospital/Psychiatric Ward). Performed design of project and Value Engineering. Wrote and implemented Quality Control Plan. Managed administration of contract. Prepared RFP. Prepared Bidders list. Evaluated and recommended contract award based on best value technical evaluation. Established submittal processes and charged with review and approval of such documents. Interfaced with client for all facets of project.

Kellogg Brown and Root; CONCAP Valued in excess of 500 million U.S. Dollars; Arlington, Virginia

Deputy Project General Manager for Asia. Lead manager for multiple design build and traditional style projects being performed simultaneously in remote locations for different end user/clients. Interfaced with client for all facets of project from conception to construction. Responsible for design review issues and coordination between client needs and the A/E firm. Prepared qualified bidders list. Wrote RFP/Scope of Work/Statement of Work/QC plan/pricing schedule/proposed schedule/HSE plan. Performed Technical review for all Subcontractor Bids based on best value and recommended award. Construction value greater than $500 million.

US Marine Corp; U.S. Marine Corps Logistics Chain Analysis Team; Global

Construction/Engineer Manager and Supply Chain Analyst - US Marine Corp. Created a training program for a 35-person analyst team. Provided guidance to assist over 100 organizations on maintenance/re-engineering procedures for heavy equipment and motor vehicles. Performed training in the proper use of mobile cranes and lifting components through the Marine Corps. Resident expert for purchasing and testing Engineer equipment for the U.S. Marine Corps. Analyzed and implemented changes to the Marine Corps Integrated Logistics Concept. Analyzed and provided recommendations on the effectiveness of the supply chain for the Iraqi conflict. Assisted in the implementation of LEAN management processes.

U.S. Marine Corp; Combat Service Support Detachment; United States

Engineer Officer - U.S. Marine Corp. Managed a heavy equipment repair facility for over 3000 pieces of equipment. Reduced repair cycle time by 65%. Oversaw the daily activities for over 50 technicians and implemented a repair vise replace components program. Reviewed and acted as a Program Manager for all engineering and constructions activities associated with the 2nd Marine Aircraft Wing.

Britton Evans, PE

Mr. Evans is a civil engineer in the Black & Veatch Water Division. His experience includes design and construction phase services for major municipal linear infrastructure. Aspects of involvement include project design and discipline management as well as coordinating with vendors on multiple projects both during the design phase and also construction and implementation phases. He has also been involved in a variety of water and wastewater treatment plant design projects.

CIVIL/PROCESS MECHANICAL

Expertise:
Municipal Infrastructure Planning, Design and Construction

Education
Bachelors, Engineering General, Civil/Environmental, Calvin College, 2009

Professional Registration
Certification, Professional Engineer, Civil, #62035, Michigan, 2015

Total Years of Experience
11

Years of Experience with B&V
11

Professional Associations
Michigan Water Environmental Association

Office Location
Grand Rapids, Michigan

PROJECT EXPERIENCE

Metropolitan Water Reclamation District of Greater Chicago; Calumet Water Reclamation Plant Conversion of Primary Settling Tanks to High Strength Waste Receiving and Distribution; Chicago, Illinois

Lead Engineer. Responsible for civil/site design deliverables and detailed design which included data collection, development of project specifications and drawings, attending internal monthly meetings and associated meetings with the client to discuss project updates. Detailed items that he worked on were yard piping layouts, roadway demolition and routing, structure planning, erosion and sediment control plans, permitting, and development of associated details for design. Mr. Evans was also responsible for coordination with other disciplines including architectural, structural, I&C, Electrical, Odor Control, and Mechanical. He was lead Mechanical Engineer for this project for a short time as well in which responsibilities included valving, pumping, and internal piping layouts and obtaining quotes from relevant vendors and manufacturers.

Fox River Water Reclamation District; Phosphorus Removal Project; Illinois

Lead Engineer. Assistance with development of drawings and specifications for improvements to aeration basins, sludge holding tanks, mixings systems, recirculation pumps, etc. at two wastewater treatment plants, North and ADP Water Reclamation Facilities. Also served as lead engineer for the civil/site discipline for implementation of Struvite Facilities at ADP. This included yard piping and structure locating, site grading and drainage, erosion control drawing development, as well as details and related specifications.

Lansing Board of Water and Light; Dye Water Treatment Plant Hydraulic Profile; Lansing, Michigan

Engineering Manager. Responsible for coordinating the development of a plant wide hydraulic profile which including submitting data requests, preparing for and running meetings, site visits, tracking budget and schedule throughout the duration of the project and delivering an accurate and concise hydraulic profile drawing and associated calculations.

City of Grand Rapids; Eastside Sewer Improvements Program Separation; Grand Rapids, Michigan

Project Engineer. Responsible for development of plans, specifications, and contract documents for the sewer separation projects in the east side commercial/residential areas of the City of Grand Rapids. Of the projects he has designed, storm sewers varied in size from 12-inch to 78-inch diameter, with each project including sanitary sewer and water main replacement as well as road, landscaping and street lighting utility improvements. More recently, the projects have included integration of green infrastructure improvements to reduce storm water flow to the system. The work also involves identifying utility conflicts and coordinating the effort with private utilities, reviewing the preliminary design developed with neighborhood associations, conducting pre-bid meetings, performing bid evaluations, and assisting in construction phase services including preparation of as-built drawings. He has designed ten individual contracts ranging from $1.3 million to $5.2 million construction value.

City of Grand Rapids; Grand Rapids Northern Water Transmission Pipeline Condition Assessment; Grand Rapids, Michigan

Project Engineer. Responsible for data collection and analysis for the 46" diameter water supply line from Lake Michigan to Grand Rapids, 32 miles. This included review of as-built records, specifications, shop drawings, geotechnical information, valve information, maintenance and repair records as well as onsite investigations. This data was collected and inputted into GIS for use in developing detailed maps. Also responsible for coordinated and scheduling vendor visits and associated work which included Pure Technologies, Echologics, Syrinix, and Technolog.

Toledo Waterways Initiative; Swan Creek North Separation Preliminary Design Report; Toledo, Ohio

Design Engineer. Responsible for coordination between sub consultants, the City of Toledo and internal clients with drafting a preliminary design report for a 190-acre watershed in which partial storm water and sanitary water separation would occur. Responsible for organizing meetings, reviewing draft report and providing feedback. Report included routing options, pipe sizing, green infrastructure, and watershed modeling.

Toledo Waterways Initiative; W-4C Downtown Storage Basin Preliminary Design Report; Toledo, Ohio

Design Engineer. Responsible for coordination between sub consultants, the City of Toledo and internal clients with drafting a preliminary design report for an 18 million gallon underground combined sewer storage basin. Responsible for organizing meetings, reviewing draft report, and providing feedback. Report included preliminary design of four new drop shafts connected to an existing 13’ diameter storage tunnel, which involved CFD modeling, air venting, utility conflict investigation, and site layout. In also included site layout, pumping station design, easement acquisition, and contingency volume analysis for the storage basin.

Holland Board of Public Works; Holland Filter Rehabilitation; Holland, Michigan

Design Engineer. Responsible for development of plans, specifications, and contract documents to rehabilitate four filters at the Holland Water Treatment Plant. The rehabilitation included removal/replacement of filter underdrains, filter media, grouting, and supplemental underdrain restraint, which was executed on a fast-track basis to ensure filter availability in the next peak pumpage season.

BLACK & VEATCH

CITY OF Wyoming MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

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

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: February 19, 2019.

"Professional" means: Black & Veatch Ltd. of Michigan
[Name of professional entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
125 Ottawa Ave NW, Grand Rapids, MI 49503
(11401 Lamar Ave Overland Park, KS 66211)

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: Clean Water Plant Ultraviolet Disinfection Study
[Detail the work: *e.g.*, "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.

2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.

3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

The last sentence of section 17 (following the table) is altered to read as follows:
[Identify those the City Attorney have agreed may be waived or write "None."

"Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance and, if requested, Professional will allow City personnel to review the Professional's policies and endorsements at Professional's Grand Rapids, Michigan office."

4. This is the only agreement between the parties regarding the Services that are the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Professional.

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2019

Approved as to form:

_____

Black & Veatch Ltd. of Michigan
[Professional's name]

By: _____
[Signature officer, director or principal of Professional]
David S. Koch, P.E., Attorney in Fact
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: February 5, 2019

Scott G. Smith, City Attorney

Exhibit A

CITY OF Wyoming MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.

2. Legal Compliance. Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. Approvals. Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.

4. Grant Compliance. If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

5. Qualifications. Professional represents and promises that:

A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. Neither Professional nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City 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 (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Professional, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. Diversity and Inclusion. Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (*e.g.*, Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and https://www.eeoc.gov/).

7. Ethical Standards. Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.

8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall 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. Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

10. 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 the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

11. Intellectual Property Guaranty. Professional guarantees the sale or use of software, records or other intellectual property provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional willl retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: $1,000,000 Each Occurrence Limit $2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) 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): $1,000,000 per person $1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
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 the City Contract.
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 used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

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

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

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

Exhibit B

Proposal

2/18/19
Purchasing/KRO/LAJ

RESOLUTION NO._____

RESOLUTION FOR AWARD OF BID

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bids received have been reviewed and evaluated as per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Fertilizer	SiteOne Landscape Supply	Bid prices as shown on the attached tabulation sheet

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 18, 2019.

ATTACHMENTS:
Staff Report
Tabulation Sheet

_____
Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

DATE: February 11, 2019

SUBJECT: Fertilizer

FROM: Jeff Anderson, Parks & Facilities Supervisor

CC: Rebecca Rynbrandt, Director of Community Services

MEETING DATE: February 18, 2019

RECOMMENDATION:

It is recommended that the bid for fertilizer be awarded to Site One Landscape Supply in the amounts indicated on the attached tabulation sheet.

SUSTAINABILITY CRITERIA:

Environmental Quality – The City uses fertilizer to maintain the City's parks and municipal building properties. Healthy turf reduces water run-off and erosion into our sewer system.

Social Equity – Does not significantly impact social equity.

Economic Strength – Well maintained properties have a positive direct impact on property values. Healthy turf in athletic fields creates safer playing surfaces for recreation programs.

QUALITY SERVICE IMPACT:

Healthy fertilized turf will serve all City of Wyoming user groups and citizens.

DISCUSSION:

On February 5, 2019 two bids were received to provide fertilizer for the City's Parks and Facilities. Sixty-six invitations to bid were sent to prospective bidders.

The bids received are as shown on the attached tabulation sheet and it is recommended the bid be awarded to Site One Landscape Supply based on the type of fertilizer, analysis, square foot per bag, minimum truckload and delivery charges.

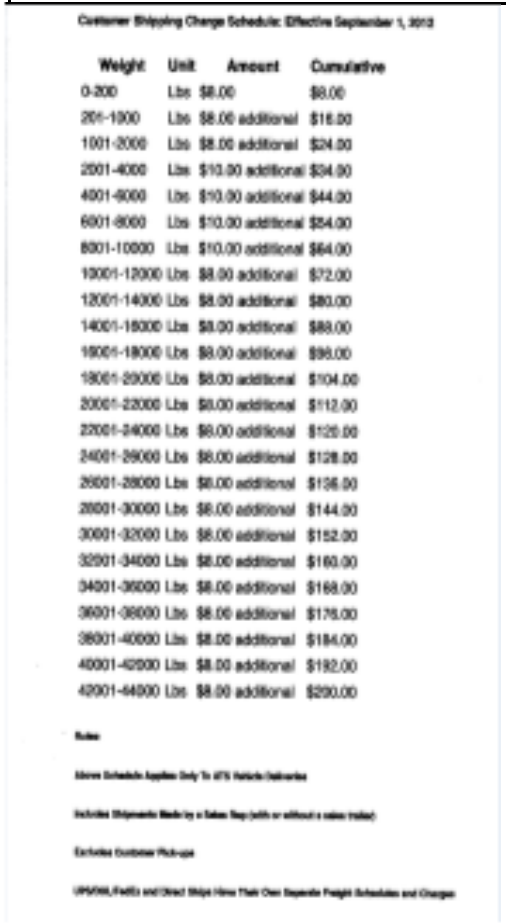
BUDGET IMPACT:

Funds for the purchase of the fertilizer are budgeted in various departmental accounts with the appropriate account being charged at the time of requisition. It is estimated the annual expenditure for fertilizer will total approximately $7,500.00.

City of **Wyoming** Michigan

TABULATION OF BIDS
FOR FERTILIZER
OPENED BY THE CITY CLERK ON FEBRUARY 5, 2019 AT 11:00 A.M. O'CLOCK

Product Description	Weight (per bag)	Coverage (sq. ft.)	Bid Price (per bag)	Manufacturer and Description of Fertilizer Bid	Weight (per bag)	Sq. Ft. (per bag)	Bid Price (per bag)	days for deliveries from date of receipt of	Truckload Required for Deliveries
SiteOne Landscape									
30-0-6 Shaw's 50% PCU	50 Lbs.	15,000	$ 15.80	Knox Fertilizer Company - as specified	50 lb.		$ 15.80	2-10	0
18-0-4 LockUp Extra 2 30% Polyplus	50 Lbs.	14,000	$ 19.72	Lesco - as specified	50 lb.		$ 19.72		
18-0-4 Dimension 0.10% 25% U-Plus	50 Lbs.	12,000	$ 15.41	Lesco - as specified	50 lb.		$ 15.41		
Advanced Turf Solutions									
30-0-6 Shaw's 50% PCU	50 Lbs.	15,000		ATS 30-0-6 50% XCV	50 Lb.	15,000	$ 15.75	14	40*
18-0-4 LockUp Extra 2 30% Polyplus	50 Lbs.	14,000		Andersons 16-0-8 Escalade 25% NS=54	40 Lb.	12,500	$ 20.50		
18-0-4 Dimension 0.10% 25% U-Plus	50 Lbs.	12,000		Anderson 18-0-4 Dimension 0.10 3% 25% Fortify N	50 Lb.	12,000	$ 16.95		
*Customer Shipping Charge Schedule included with bid (see below)									



Customer Shipping Charge Schedule: Effective September 1, 2012

Weight	Unit	Amount	Cumulative
0-200	Lbs	$8.00	$8.00
201-1000	Lbs	$8.00 additional	$16.00
1001-2000	Lbs	$8.00 additional	$24.00
2001-4000	Lbs	$10.00 additional	$34.00
4001-6000	Lbs	$10.00 additional	$44.00
6001-8000	Lbs	$10.00 additional	$54.00
8001-10000	Lbs	$10.00 additional	$64.00
10001-12000	Lbs	$8.00 additional	$72.00
12001-14000	Lbs	$8.00 additional	$80.00
14001-16000	Lbs	$8.00 additional	$88.00
16001-18000	Lbs	$8.00 additional	$96.00
18001-20000	Lbs	$8.00 additional	$104.00
20001-22000	Lbs	$8.00 additional	$112.00
22001-24000	Lbs	$8.00 additional	$120.00
24001-26000	Lbs	$8.00 additional	$128.00
26001-28000	Lbs	$8.00 additional	$136.00
28001-30000	Lbs	$8.00 additional	$144.00
30001-32000	Lbs	$8.00 additional	$152.00
32001-34000	Lbs	$8.00 additional	$160.00
34001-36000	Lbs	$8.00 additional	$168.00
36001-38000	Lbs	$8.00 additional	$176.00
38001-40000	Lbs	$8.00 additional	$184.00
40001-42000	Lbs	$8.00 additional	$192.00
42001-44000	Lbs	$8.00 additional	$200.00

[illegible]

STAFF REPORT

Date:	February 13, 2019
Subject:	Odd/Even Parking Ordinance Amendment
From:	Scott Smith, City Attorney
Meeting Date:	February 18, 2019

Background:

During the "Polar Vortex Snow Event," plow drivers encountered hundreds of cars parked in violation of the odd/even parking requirements that remained unmoved even after citations were issued. Asking police officers to issue odd/even parking citations makes them unavailable to address other issues.

The current ordinance dates to 1983 and should be updated to provide more clarity, as well as to allow citations to be issued by other City personnel.

Recommendation:

It is recommended that the Council adopt the attached ordinance amendment.

Sustainability Criteria:

Environmental Quality – Approval will positively affect environmental quality. Roads being cleared quickly of snow will improve drainage.

Social Equity – Approval will positively affect social equity by ensuring all streets can be cleared.

Economic Strength – It is uncertain if approval will affect economic strength. The number of people being able to write citations may increase, but hopefully the total number of citations being written will decrease as more of the public abide by the odd/even ordinance.

Quality Customer Service – Approval will improve customer service by ensuring all roads can be fully cleared.

2.18.2019
City Atty

ORDINANCE NO. 4-19

ORDINANCE TO AMEND CHAPTER 70, ARTICLE II, DIVISION 2, OF THE CITY CODE TO LIMIT PARKING ON CITY STREETS BETWEEN DECEMBER 1 AND MARCH 31, TO AUTHORIZE ADDITIONAL CITY PERSONNEL TO ISSUE CITATIONS, TO PROVIDE PENALTIES FOR VIOLATIONS AND TO PROVIDE FOR REMOVAL OF OFFENDING VEHICLES AFTER 48 HOURS

(Adopted as an Emergency Ordinance to Take Immediate Effect)

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 70, Article II, Division 2, of the Code of the City of Wyoming, Michigan, is amended to read as follows:

DIVISION 2. – PARKING ON STREETS

Sec. 70-76. – Purpose.

It is common for weather conditions between December 1 and March 31, and sometimes during other months, to include snowfalls requiring the plowing and removal of snow from city streets. It is also common for weather conditions to change requiring plowing all the way to curbs in order to clear snow cover over catch basins to allow for drainage when the snow and ice melt or rain occurs so as to prevent flooding, refreezing of undrained snowmelt and rain water, and other unsafe conditions. Plowing to the curbs is not possible when cars are parked on the street along the curb. The City recognizes on-street parking is important in some circumstances. In balancing these competing needs, the City is allowing for parking on only one side of the street during overnight hours in the months of December, January, February and March and as such other times as there is a declared snow emergency with the allowed parking alternating on a daily basis to enable snowplowing of both sides of the street.

Sec. 70-77. – Odd and even parking for winter and snow emergencies.

(a) During the months of December, January, February and March and, at other times during any declared snow emergency:

(1) A motor vehicle or a licensed trailer or equipment shall be parked only on that side of the street having even-numbered street addresses on even-numbered calendar days and on that side of the road having odd-numbered street addresses on odd-numbered calendar days between the hours of 12:00 midnight and 7:00 p.m. of the same day.

(2) On cul-de-sacs on-street parking of a motor vehicle or a licensed trailer or equipment is permitted between the hours of 12:00 midnight and 7:00 p.m. of the same day only on even-numbered calendar days.

(b) The city manager may declare a snow emergency when the city manager determines that because of current or anticipated winter weather conditions it is prudent to declare such an emergency in order to clear and maintain the streets of the city so as to allow normal and safe vehicular traffic, parking and access, or to open catch basins to improve street drainage.

(1) A declared snow emergency shall continue in effect until such time that the city manager declares the emergency to be ended.

(2) The city manager shall use reasonable means commensurate with the time and the weather conditions to notify the citizens by website, by publication, by media releases, or by other means a snow emergency declaration.

(c) This section shall not allow on-street parking on any street or part of a street on which “no parking” signs are posted on one side of the street.

Sec. 70-78. – Violations.

(a) A violation of this Division is a municipal civil infraction for which a civil fine shall be imposed as provided in section 1-27(e) of this Code.

(b) Parking violation notices or municipal civil infraction citations for violations of this Division may be issued by any city police officer, police cadet, fire fighter, chief building inspector, building inspector, housing inspector, director of planning/community development/inspections, code enforcement inspector,

the city manager, or any other person who the city manager may authorize in writing to issue such parking violation notices or municipal civil infraction citations.

(1) A parking violation notice may be placed on or affixed to a vehicle that is parked in violation of this Division to notify the owner or driver of the offense. Such notice shall state the date and time of issuance. A notice of violation shall not require payment of any fine or other cost of the violation.

(2) A municipal civil infraction citation shall be issued in the same form and manner as for any other parking violation and shall require the same response, appearance, payment of fine and other consequences and actions as any other municipal civil infraction citation.

(3) A parking violation notice or municipal civil infraction citation issued pursuant to this subsection shall contain or be accompanied by a statement that failure to move the parked vehicle to comply with the requirements of this Division will result in the impoundment of the vehicle as provided in this Division.

(c) A vehicle parked in violation of this Division is a public nuisance *per se*.

(d) If 48 hours has elapsed since a parking violation notice or a municipal civil infraction citation was issued as provided in subsection (b) and the vehicle is still parked or again parked in violation of this Division, a city official authorized to issue a parking violation notice or municipal civil infraction citation under subsection (b) may order the impounding of the vehicle so the street can be plowed.

(e) Notice of the impounding of the vehicle shall be given in the same manner as for impounding a vehicle under other circumstances in which neither the owner nor operator are present. Towing, storage and other fees related to impounding the vehicle shall be due, payable and collectable from the owner of the vehicle and the operator of the vehicle, jointly and severally, in the same manner as for impounding a vehicle under other circumstances. Any vehicle so impounded shall be released from impound in the same manner as for a vehicle impounded under other circumstances in which the owner or operator were not present or as ordered by a court of competent jurisdiction.

(f) If the city has incurred costs to impound a vehicle as provided in this section, but that vehicle is not so actually removed but is released to the owner or operator prior to such removal, the owner or operator shall pay, in addition to the penalty fixed for such violation, all costs and expenses incurred by the city by reason of the institution of those steps necessary to the removal of that vehicle.

Sec. 70-79. – Same—Responsibility of owner or operator.

In all cases of violation under this Division the city the registered owner and the operator of a vehicle parked in violation of this Division are jointly and severally responsible for such violation. The registration of the vehicle shall constitute in *prima facie* evidence of its ownership.

Secs. 70-80-70-100 – Reserved.

Section 2. This ordinance shall take immediate effect, having been declared by a 2/3 vote of the City Council to be an emergency in order to ensure the clearing of snow from public streets to provide for the safe travel over and other uses of them.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2019.

_____
Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 4-19

MEMORANDUM
City of Wyoming, Michigan

TO : Mayor Jack Poll
City Councilmembers

cc: Curtis Holt, City Manager
Megan Sall, Assistant City Manager
Rosa Ooms, Finance Director

FROM: Kelli VandenBerg, City Clerk

DATE: February 6, 2019

RE: Local Officers Compensation Commission

The Local Officers Compensation Commission met on February 6, 2019, and passed a motion to increase the annual compensation of elected officials in the City of Wyoming by 1-cent per capita in fiscal years 2019-20 and 2020-21. This calculation is based on the estimated 2018 population of 75,938, resulting in the following:

	Mayor		Mayor Pro Tem		Councilmember	
	Per Capita	Annually	Per Capita	Annually	Per Capita	Annually
Current	$0.18	$13,355	$0.13	$9,994	$0.12	$8,855
July 1, 2019	$0.19	$14,114	$0.14	$10,753	$0.13	$9,614
July 1, 2020	$0.19	$14,114	$0.14	$10,753	$0.13	$9,614

The draft minutes of the Commission are attached.

Under State law and our Charter, the City Council may reject the determination of the Commission within 30 days by a two-thirds vote. If the Council takes no action, or if a vote to reject fails, the Commission's determination will take effect. Under your rules of procedure, the request of two Councilmembers is required to place the item on the agenda for consideration.

Please let me know if you have any questions.

City of Wyoming
OFFICERS COMPENSATION COMMISSION
February 6, 2019

PRESENT: Karl Cuncannan, Tim Dent, Kim Grzeszak, Harry Hudson, Don Stypula and Barb VanDuren

ABSENT: Dewey VanDyke

STAFF: Kelli VandenBerg, City Clerk

The meeting was called to order at 3:30 p.m. by Clerk VandenBerg in the East Conference Room at City Hall.

Election of Officers

Motion by Hudson, seconded by Stypula, CARRIED, to appoint VanDuren as Chairperson. All ayes.

Motion by Hudson, seconded by Cuncannan, CARRIED, to appoint Grzeszak as Secretary. All ayes.

Approval of the Minutes

Motion by Hudson, seconded by VanDuren, CARRIED, to approve the minutes of February 6, 2017. All ayes.

Public Comment
None.

Consideration of Elected Officials Compensation
Commission members reviewed the data provided by the Clerk. Several members praised the efforts of Council and noted support of a modest increase in compensation.

Motion by Hudson, seconded by Stypula, CARRIED, to increase the compensation of elected officials by 1-cent per capita (based on the 2018 estimated population of 75,938) for fiscal years 2019-2020 and 2020-2021. All ayes.

There being no further business, the meeting adjourned at 3:42 p.m.

_____
Kimberly Grzeszak, Secretary

_____
Kelli A. VandenBerg, City Clerk
Recording Secretary