

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, JUNE 21, 2010 AT 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation**  
Pastor Tom Boss, Newhall Community Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of June 7, 2010 and the work session of June 14, 2010.
- 7) Approval of Agenda**
- 8) Public Hearings**
  - 7:01 p.m.: To receive comment on the use of the 2010 Edward Byrne Memorial Justice Assistance Grant for program activities.
  - 7:02 p.m.: To receive comment on the transfer of Louis Padnos Iron & Metal Company Industrial Facilities Exemption Certificate No. 2006-589, from the City of Grandville to the City of Wyoming.
  - 7:03 p.m. To receive comment on a Proposed Brownfield Plan Amendment for Gordon Food Service, Inc., Project
- 9) Public Comment on Agenda Items (3 minute limit per person)**
- 10) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**  
No's. 43, 44
- 14) Consent Agenda**

*(All items under this section are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda upon request of any Council member and will be considered separately.)*

  - a) Of Appreciation to Jane Duthler for her Service as a Member of the Community Enrichment Commission for the City of Wyoming
  - b) Of Appreciation to Gregory Bryan for his Service as a Member of the Community Enrichment Commission for the City of Wyoming
  - c) Of Appreciation to Karie James for her Service as a Member of the Southkent Cable TV Commission
  - d) Of Appreciation to Charles Lemery for his Service as a Member of the Veterans Memorial Garden Committee of the City of Wyoming

- e) Of Appreciation to Robert Karasiewicz for his Service as a Member of the Veterans Memorial Garden Committee of the City of Wyoming
- f) Of Appreciation to Andy White for his Service as a Member of the Construction Board of Appeals for the City of Wyoming
- g) To Reappoint Members to the Officers Compensation Commission and Planning Commission for the City of Wyoming
- h) To Appoint and Reappoint Members to the Construction Board of Appeals and Housing Commission for the City of Wyoming
- i) To Reappoint Members to Boards, Commissions and Committees for the City of Wyoming

**15) Resolutions**

- j) To Accept Grant Funding Received from the FY 2010 Byrne Memorial Justice Assistance Grant (Budget Amendment No. 45)
- k) To Approve an Amendment to the City of Wyoming Brownfield Plan to Include the “Gordon Food Service, Inc. Project”
- l) To Extend the Term of the 1998 PA 328 Personal Property Tax Exemption Granted to Kellogg Company
- m) To Approve the Grand Valley Regional Biosolids Authority Annual Budget for Fiscal Year 2010-11

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

- n) To Authorize the City Manager to Enter into a Professional Services Agreement with Nederveld, Inc., to Develop the 28<sup>th</sup> St. Subarea Plan (DDA Budget Amendment No. 3)
- o) To Accept a Proposal from Accident Fund Insurance Company of America and to Authorize Execution of the Service Agreement
- p) To Approve Change Order Number One for the Gezon Pumping Station Improvement Project
- q) To Authorize the Purchase of Eagle Traffic Signals and Opticom System Equipment
- r) To Accept the Proposal of Advance Newspapers for Legal Advertising and to Designate the City of Wyoming’s Official Newspaper
- s) To Extend the Bid for Work Uniforms & Carhartt Clothing Items
- t) For Award of Bids
  - 1. Gate Valves
  - 2. Ballistic Vests

**17) Ordinances**

8-10: To Add Division II Entitled “Wind Energy Turbines” and Division III Entitled “Outdoor Wood-Fired Boilers, Stoves and Furnaces” to Chapter 90 of the Code of the City of Wyoming. FINAL READING

**18) Informational Material**

**19) Acknowledgment of Visitors**

**20) Closed Session** (as necessary)

**21) Adjournment**





## Memorandum

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**TO:** Mayor and City Council  
**Cc:** Curtis Holt, City Manager

**FROM:** Tim Smith, Finance Director

**DATE:** June 16, 2010

**SUBJECT:** Inspections Fund

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As part of the preparation for year end, I have reviewed revenue and expenditure projections for various funds and, based on this information, believe that the inspections fund will end up in a deficit position if additional funds are not transferred from the general fund. As in the past, I am requesting an amount higher than the estimate to ensure that the fund does not go into a deficit but will transfer only the funds necessary.

Several factors and changes have resulted in the need for the additional funding. First and foremost, in prior years fees received on large projects were recognized when received, not when the inspections actually occurred. To comply with Governmental Accounting Standards as set forth by the Governmental Accounting Standards Board (GASB), we are recognizing only the portion of the fees earned on large projects during the year they are earned (when the inspections occur) versus when the cash is received. This year there is one such project (the YMCA) that will result in fees of \$54,880 being deferred until the 2010-2011 fiscal year.

The next change relates to accounts receivable. The City has computerized the accounts receivable process. While this has made it easier to determine amounts owed the City, it has also made it easier to identify amounts that may not be collected for various reasons. As such, an allowance for doubtful accounts may be required to be set up by GASB. This amount, if any, will be determined at year end.

On a cash basis excluding fund transfers, inspection fund revenue has increased already approximately \$325,000 from last year. Expenses are estimated to come in over \$70,000 less than last year. While the economic slowdown continues to be a drag on building activity, improvement has occurred and continues to occur. This, along with changes made in the upcoming fiscal year should negate the need for future fund transfers.

If you have any questions regarding the budget amendment, please let me know.



RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO JANE DUTHLER FOR HER SERVICE  
AS A MEMBER OF THE COMMUNITY ENRICHMENT COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS, Jane Duthler was appointed to the Community Enrichment Commission on December 1, 2008, and

WHEREAS, Jane Duthler, as a member of the Community Enrichment Commission gave generously of her time and talent to the citizens of Wyoming, now therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, Michigan on behalf of the citizens of the City of Wyoming, does hereby express its sincere appreciation to Jane Duthler for her dedicated service as a member of the Community Enrichment Commission.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays

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 the 21<sup>st</sup> day on June, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO GREGORY BRYAN FOR HIS SERVICE  
AS A MEMBER OF THE COMMUNITY ENRICHMENT COMMISSION  
OF THE CITY OF WYOMING

WHEREAS, Gregory Bryan was appointed to the Community Enrichment Commission on June 19, 2006, and

WHEREAS, Gregory Bryan, as a member of the Community Enrichment Commission gave generously of his time and talent to the citizens of Wyoming, now, therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, on behalf of the citizens of the City of Wyoming, does hereby express its sincere appreciation to Gregory Bryan for his dedicated service as a member of the Community Enrichment Commission.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays

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 the 21<sup>st</sup> day of June, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO KARIE JAMES  
FOR HER SERVICE AS A MEMBER OF  
THE SOUTHKENT CABLE TV COMMISSION

WHEREAS, Karie James was appointed to the Southkent Cable TV Commission on September 8, 2009, and

WHEREAS, Karie James as a member of the Southkent Cable TV Commission gave generously of her time and talent to the citizens of Wyoming, now therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, on behalf of the citizens of the City of Wyoming, does hereby express its sincere appreciation to Karie James for her dedicated service as a member of the Southkent Cable TV Commission.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays

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 the 21<sup>st</sup> day of June, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO CHARLES LEMERY  
FOR HIS SERVICE AS A MEMBER OF  
THE VETERANS MEMORIAL GARDEN COMMITTEE OF THE CITY OF WYOMING

WHEREAS, Charles Lemery was appointed to the Veterans Memorial Garden Committee on May 4, 2009, and

WHEREAS, Charles Lemery as a member of the Veterans Memorial Garden Committee gave generously of his time and talent to the citizens of Wyoming, now therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, on behalf of the citizens of the City of Wyoming, does hereby express its sincere appreciation to Charles Lemery for his dedicated service as a member of the Veterans Memorial Garden Committee.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays

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 the 21<sup>st</sup> day of June, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO ROBERT KARASIEWICZ  
FOR HIS SERVICE AS A MEMBER OF  
THE VETERANS MEMORIAL GARDEN COMMITTEE OF THE CITY OF WYOMING

WHEREAS, Robert Karasiewicz was appointed to the Veterans Memorial Garden Committee on December 7, 2009, and

WHEREAS, Robert Karasiewicz as a member of the Veterans Memorial Garden Committee gave generously of his time and talent to the citizens of Wyoming, now therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, on behalf of the citizens of the City of Wyoming, does hereby express its sincere appreciation to Robert Karasiewicz for his dedicated service as a member of the Veterans Memorial Garden Committee.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays

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 the 21<sup>st</sup> day of June, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO ANDY WHITE FOR HIS SERVICE  
AS A MEMBER OF THE CONSTRUCTION BOARD OF APPEALS  
FOR THE CITY OF WYOMING

WHEREAS, Andy White was appointed to the Construction Board of Appeals on June 16, 2008, and

WHEREAS, Andy White, as a member of the Construction Board of Appeals gave generously of his time and talent to the citizens of Wyoming, now therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, Michigan on behalf of the citizens of the City of Wyoming, does hereby express its sincere appreciation to Andy White for his dedicated service as a member of the Construction Board of Appeals.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays

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 the 21<sup>st</sup> day of June, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, the term of office for some members of the Officers Compensation Commission and the Planning Commission, expires on June 30, 2010, and

WHEREAS, it is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Officers Compensation Commission and Planning Commission for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Officers Compensation Commission</u>	
Lyle Converse	06/30/2017
<u>Planning Commission</u>	
Robert Goodheart	06/30/2013
William Hegyi	06/30/2013
Sherrie Spencer	06/30/2013

BE IT RESOLVED, that the City Council does hereby confirm the reappointment of members to the Officers Compensation Commission and Planning Commission for the City of Wyoming to the terms so stated.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held in the 21<sup>st</sup> day of June, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT AND REAPPOINT MEMBERS TO THE CONSTRUCTION BOARD OF APPEALS AND HOUSING COMMISSION FOR THE CITY OF WYOMING

WHEREAS, the term of office for some members for the Construction Board of Appeals and Housing Commission, expires on June 30, 2010, and

WHEREAS, it is the recommendation of the City Manager that the following members be reappointed to serve on the Construction Board of Appeals and Housing Commission:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Construction Board of Appeals</u> Sheldon DeKryger	06/30/2013
<u>Housing Commission</u> Charles Walker	06/30/2015

BE IT RESOLVED, that the City Council does hereby concur with the recommendation of the City Manager to appoint and reappoint members to the Construction Board of Appeals and Housing Commission for the City of Wyoming to the term so stated.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held in the 21<sup>st</sup> day of June, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, the term of office for some members of various Boards, Commissions and Committees expires on June 30, 2010, and

WHEREAS, it is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions and Committees for the City of Wyoming, now, therefore,

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

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Building Authority</u> James Kohmescher	06/30/2013
<u>Community Development Committee</u> Lee Groth Deborah Krenz Patrick Lonergan Thomas Reeder Phillip Ziemba	06/30/2012 06/30/2012 06/30/2012 06/30/2012 06/30/2012
<u>Historical Commission</u> Tom Maas Kelly White	06/30/2013 06/30/2013
<u>Parks &amp; Recreation Commission</u> Gerald Hopkins David Skinner, Jr. Roderick Van Oeveren	06/30/2013 06/30/2013 06/30/2013
<u>Veterans Memorial Garden Committee</u> James Bruney (VFW 6821)	06/30/2013
<u>Zoning Board of Appeals</u> Blair Dykhouse Ronald Palmer Dave VanHouten	06/30/2013 06/30/2013 06/30/2013

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held in the 21<sup>st</sup> day of June, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT GRANT FUNDING  
RECEIVED FROM THE EDWARD BYRNE MEMORIAL JUSTICE  
ASSISTANCE GRANT

WHEREAS the City of Wyoming Police Department has applied for and received an Edward Byrne Memorial Justice Assistance Grant in the amount of \$37,499 to be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions; and

WHEREAS the City of Wyoming would accept \$37,499 in grant funds designated for the procurement of equipment, technology, and other items directly related to basic law enforcement functions, now therefore

BE IT RESOLVED that the City of Wyoming accepts the Edward Byrne Memorial Justice Assistance Grant in the amount of \$37,499; and

BE IT FURTHER RESOLVED that Chief James E. Carmody serve as the Program Director responsible for the Wyoming Police Department equipment procurement and yearly status reports to be submitted to the Bureau of Justice Assistance, and

BE IT FURTHER RESOLVED that Timothy Smith serve as the Finance Director responsible for the Wyoming Police Department quarterly financial status reports to be submitted to the Bureau of Justice Assistance; and

BE IT FURTHER RESOLVED that the Wyoming City Council does hereby authorize the attached budget amendment.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above resolution be adopted.

Motion carried: \_\_\_\_\_ yeas \_\_\_\_\_ nays

I hereby certify that the foregoing resolution was adopted by the City Council for the City of Wyoming at a regular session held on the 21<sup>st</sup> day of June, 2010.

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Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_



Manager/KV  
06/21/10

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE AN AMENDMENT TO THE  
CITY OF WYOMING BROWNFIELD PLAN TO INCLUDE THE  
“GORDON FOOD SERVICE INC. PROJECT”

WHEREAS, pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended, MCL 125.2651 *et esq.* (“Act 381”), the City of Wyoming established the Brownfield Redevelopment Financing Authority of the City of Wyoming (the “Authority”); and

WHEREAS, the Authority at its meeting of June 7, 2010, approved a proposed Brownfield plan for four parcels totaling approximately 10 acres to be developed by Gordon Food Service Inc., at 584 50<sup>th</sup> Street SW, 460 50<sup>th</sup> Street SW, 650 50<sup>th</sup> Street SW and 651 50<sup>th</sup> Street SW, in the City, generally in the form attached as Exhibit A regarding the likely State approval for tax increment financing (the “Plan”) and recommended that this City Council approve the Plan; and

WHEREAS, pursuant to Act 381, prior to considering this resolution to approve the Plan, City Council held a public hearing on the Plan at 7:03 p.m. on June 21, 2010, at which the City Council provided the opportunity for all interested persons to be heard concerning the Plan and received and considered written communications regarding the Plan; and

WHEREAS, in accordance with Act 381, at least 20 days prior to the date of the hearing on the Plan notice was given to each of the taxing jurisdictions levying taxes which might be subject to capture by the Plan and notice of the hearing was also published twice in the Advance, the first publication of which was not less than 20 nor more than 40 days prior to the hearing; and

WHEREAS, the City Council is required to make certain findings prior to approving the Plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council held a public hearing on the Plan Amendment on June 21, 2010, at 7:03 p.m., at which time all interested persons were heard and the City Council received and considered all written communications with reference to the Plan Amendment.
2. The City Council has carefully considered all views and recommendations and determined that the Plan, (attached), constitutes a public purpose.
3. The City Council approves of the Plan based on the following considerations:
  - a. The Plan Amendment meets the requirements of Section 13 of Act 381.

- b. The proposed method of financing the costs of eligible activities set forth in the Plan is feasible and the Authority has the ability to arrange the financing.
  - c. The costs of the eligible activities are reasonable and necessary to carry out the purposes of Act 381.
  - d. The amount of captured taxable value estimated to result from adoption of the Plan is reasonable.
4. The Plan Amendment is hereby approved as are actions to be taken pursuant to the Plan.
5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays.

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 the 21st day of June, 2010.

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Heidi A. Isakson  
Wyoming City Clerk

Attachments: Exhibit A – Legal Description  
Brownfield Plan Amendment

RESOLUTION NO. \_\_\_\_\_

**EXHIBIT A**

**Legal Description**

**Address:** 584 50<sup>th</sup> Street SW, Wyoming, Michigan

**Tax Parcel No.:** 41-17-25-300-026

**Legal Description:**

Y977AA-3: PART S 1/2 SW 1/4 COM 30.63 FT 90D 00M E ALONG S 1/8 LINE FROM ELY LINE OF HWY US 131 /200 FT WIDE/ TH 90D 00M E ALONG S 1/8 LINE 610.09 FT TO A PT 1089 FT W FROM W LINE OF PENN CEN RR R/W /100 FT WIDE/ TH S 1D 52M E PAR WITH SD RR R/W 375.0 FT TH 90D 00M W 545.27 FT TO A LINE BEARING S 11D 36M E FROM BEG TH N 11D 36M W 382.61 FT TO BEG SEC 25 T6N R12W 4.97 ACRES

**Address:** 460 50<sup>th</sup> Street SW, Wyoming, Michigan

**Tax Parcel No.:** 41-17-25-300-035

**Legal Description:**

PART OF SW 1/4 COM 901 FT W ALONG N LINE OF S 1/2 SW 1/4 FROM W LINE OF CONRAIL RR R/W /100 FT WIDE/ TH W ALONG SD N LINE 188 FT TH S PAR WITH W LINE OF SD RR R/W 233 FT TH E PAR WITH N LINE OF S 1/2 SW 1/4 188 FT TH N TO BEG \* SEC 25 T6N R12W 1.01 ACRES

**Address:** 650 50<sup>th</sup> Street SW, Wyoming, Michigan

**Tax Parcel No.:** 41-17-25-300-044

**Legal Description:**

PART OF N 1/2 SW 1/4 COM AT N 1/4 COR TH S 87D 56M 00S W 885.20 FT ALONG N SEC LINE TH S 4D 35M 30S E 3970.0 FT TO S 1/8 LINE TH S 88D 12M 30S W ALONG S 1/8 LINE 489.66 FT TO BEG OF THIS DESC - TH N 1D 47M 30S W 433.0 FT TO N LINE OF S 433 FT OF N 1/2 SW 1/4 TH S 88D 12M 30S W ALONG SD N LINE 200.0 FT TH S 1D 47M 30S E 433.0 FT TO S 1/8 LINE TH N 88D 12M 30S E ALONG S 1/8 LINE 200.0 FT TO BEG \* SEC 25 T6N R12W 1.99 A.

**Address:** 651 50<sup>th</sup> Street SW, Wyoming, Michigan

**Tax Parcel No.:** 41-17-25-300-043

**Legal Description:**

PART OF SW 1/4 COM AT N 1/4 COR TH S 87D 56M 00S W ALONG N SEC LINE 885.20 FT TH S 4D 35M 30S E 2599.36 FT TH S 88D 12M 30S W 67.08 FT TH S 4D 35M 30S E 915.91 FT TH SLY 21.21 FT ON A 3042.94 FT RAD CURVE TO RT /LONG CHORD BEARS S 4D 23M 30S E 21.21 FT/ TO N LINE OF S 433.0 FT OF N 1/2 SW 1/4 TH S 88D 12M 30S W 601.33 FT ALONG SD N LINE TO BEG OF THIS DESC - TH S 1D 47M 30S E 433.0 FT TO S 1/8 LINE TH S 88D 12M 30S W ALONG S 1/8 LINE TO ELY LINE OF HWY US131 TH NLY ALONG SD ELY LINE TO A LINE BEARING S 88D 12M 30S W FROM BEG TH N 88D 12M 30S E TO BEG EX COM AT N 1/4 COR TH S 87D 56M 00S W ALONG N SEC LINE 885.20 FT TH S 4D 35M 30S E 3970.0 FT TO S LINE OF N 1/2 SW 1/4 TH S 88D 12M 30S W ALONG SD S LINE 825.10 FT TH N 1D 47M 30S W 33.0 FT TO N LINE OF 50TH ST /66 FT WIDE/ & TO BEG OF THIS EX TH WLY 97.68 FT ALONG A 45.0 FT RAD CURVE TO LT /LONG CHORD BEARS S 88D 12M 30S W 79.60 FT TH N 88D 12M 30S E 79.60 FT TO BEG \* SEC 25 T6N R12W 2.75 A.

**AMENDMENT TO THE CITY OF WYOMING BROWNFIELD  
REDEVELOPMENT AUTHORITY BROWNFIELD PLAN –  
GORDON FOOD SERVICE, INC.**

**June 7, 2010**

This amendment to the Brownfield Plan for the City of Wyoming (the “City”) is made pursuant to 1996 P.A. 381, as amended (“Act 381”) to add four parcels to the plan due to the functional obsolescence of two of the four parcels (this “Plan Amendment”). This Plan Amendment was approved by the Brownfield Redevelopment Authority of the City of Wyoming (the “Authority”) at a special meeting held on June 7, 2010. Later that day, the City Council set the public hearing on this Plan Amendment, notice of which was published and otherwise given as provided in Act 381. At its regular meeting of June 21, 2010, the City Council approved this Plan Amendment.

**Project Summary**

Gordon Food Service, Inc. (“GFS”) proposes to redevelop four parcels totaling approximately 10 acres located at 584 50<sup>th</sup> Street SW (Parcel #41-17-25-300-026), 460 50<sup>th</sup> Street SW (Parcel #41-17-25-300-035), 650 50<sup>th</sup> Street SW (Parcel #41-17-25-300-044) and 651 50<sup>th</sup> Street SW (Parcel #41-17-25-300-043) in the City of Wyoming (the “Property”). Two of the parcels were formerly used for cement operations and the third and fourth parcels are currently undeveloped vacant parcels. The redevelopment project would include the demolition of four functionally obsolete existing structures and the construction of a new approximately 150,000 square foot office building and related site improvements (the “Project”) to accommodate approximately 175 new GFS employees from existing operations outside Michigan as part of an effort to consolidate accounting, marketing and similar office operations of GFS. The Project will also retain 50 jobs that would otherwise move to a new location if the consolidation occurred elsewhere.

The total capital investment is expected to be approximately \$29.1 million with total eligible investment of approximately \$20.2 million. The proposed building would likely follow LEED standards through the use of various “green building” elements. In addition to the job creation noted above, the proposed project would create temporary construction jobs. Further, the Project would increase the City and State of Michigan’s long-term tax base and bring new, high wage jobs to Michigan.

**Basis of Eligibility**

On May 5, 2010, a Level IV Assessor (see attached Exhibit D) determined the 584 50<sup>th</sup> Street SW parcel was deemed “functionally obsolete” and unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from the property having originally been developed as a single purpose property, and the property is not readily adaptable to general market uses. The Property is located in the City of Wyoming, a qualified local governmental unit, and the 460 50<sup>th</sup> Street SW, 650 50<sup>th</sup> Street SW and 651 50<sup>th</sup>

Street SW parcels are adjacent or contiguous to 584 50<sup>th</sup> Street SW and their redevelopment is estimated to increase the captured taxable value of 584 50<sup>th</sup> Street SW. Therefore, under Act 381, the parcels are all “eligible property.”

**Required Elements of Brownfield Plan**

- 1. A description of costs intended to be paid for with the tax increment revenues. (MCL 125.2663(1)(a))**

GFS seeks to use captured tax increment revenues from local taxes, school operating taxes and state education tax millage for eligible activities at the Property including demolition, site preparation, public infrastructure improvements, preparation and development of a MEGA Act 381 work plan and brownfield plan and MEGA work plan review totaling up to \$5,761,000, plus interest at 5% if it is paid to reimburse GFS or at a market rate to be determined if the Authority issues bonds for the Project.

The tax increment financing for this Project will be subject to the terms of a Development and Reimbursement Agreement among GFS, the City of Wyoming and the City of Wyoming Brownfield Redevelopment Authority ("Authority") following an approval of this Plan Amendment and prior to any reimbursement of eligible activities under this Plan Amendment. Accordingly, this plan amendment does not constitute a commitment to actually fund or capture tax increment revenues for all of the eligible activities described in this Plan Amendment. Instead, this Plan Amendment lists items that could be funded if such funding is subsequently approved by the Authority and the City Council as part of a Development and Reimbursement Agreement. The Authority, the City, and GFS are still determining (i) what eligible activities will be undertaken (e.g., awaiting the results of a traffic study to determine what infrastructure improvements are needed and building designs to determine what site preparation work is needed), (ii) how those eligible activities will be designed or carried out (e.g., the design of the selected infrastructure improvements and the exact nature of the site preparation work), and (iii) how some or all of the eligible activities will be funded and are considering, for example and not as an exhaustive list, tax increment bonds, capital improvement bonds, TEDF funding through the Michigan Department of Transportation (“MDOT”), special assessments with or without other funding alternatives.

Table 1 below presents estimated principal costs of the eligible activities for this project which qualify for reimbursement from tax increment financing.

<u>Table 1 – Eligible Activities</u>	
Task	Cost Estimate
1. Demolition (no contingency included)	\$ 75,000
2. Infrastructure Improvements (no contingency included)	\$ 3,600,000
3. Site Preparation (no contingency included)	\$ 1,325,000

4. Contingencies (15%)	\$ 750,000
5. Preparation and development brownfield plan and MEGA work plan	\$ 10,000
6. MEGA administrative costs	\$ 1,000
<b>ESTIMATED TOTAL ACTIVITIES COST*</b>	<b>\$ 5,761,000</b>

\*Includes principal cost of total eligible activities. The brownfield plan contemplates interest at 5% on the principal activities, which is further detailed in Exhibit B.

**2. A brief summary of the eligible activities that are proposed for each eligible property. (MCL 125.2663(1)(b))**

“Eligible activities” are defined in the Act as meaning one or more of the following: (i) baseline environmental assessment activities; (ii) due care activities; and (iii) additional response activities. In addition, in qualified local governmental units such as the City of Wyoming, the Act includes the following additional activities under the definition of “eligible activities”: (A) infrastructure improvements that directly benefit eligible property; (B) demolition of structures that is not response activity under Part 201 of NREPA; (C) lead or asbestos abatement; and (D) site preparation that is not response activity under Part 201 of NREPA.

The principal cost of eligible activities is estimated in Table 1 above and includes the following:

1. Demolition. Activities will include demolition of the existing buildings and structures, including proper disposal of non-reusable or non-recyclable building materials. This may include items such as the removal of existing unusable site improvements, paving, foundations, curbs, sidewalks, etc.
2. Infrastructure Improvements. Infrastructure improvements will include those improvements set within public easements and rights-of-way, which might include sidewalks, curbs and gutters, road reconstruction and improvements which may also include intersection improvements and modification of traffic signals and signage at 50<sup>th</sup> Street and Clay Avenue and at 54<sup>th</sup> Street and Clay Avenue, drive approaches, storm and sanitary sewer improvements and water main improvements. Costs will also include engineering and design fees associated with the eligible activities. All improvements will require the City’s review and approval and their exact nature and design will be determined after completion of a traffic study and after considering any comments from MDOT, the Kent County Road Commission, affected utilities, the City Engineer and other federal, state and local planning, permitting, and review agencies and entities.
3. Site Preparation. Site preparation activities will include existing utility relocation, land balancing and mass grading of the site, including design plan and engineering fees associated with the eligible activities. Detailed plans for site preparation will be provided to the City’s Engineer for concurrence that such work is reasonably needed to prepare the Property as part of the Project.

4. Contingency. A 15% contingency factor is included to accommodate unexpected conditions during the course of the project.
5. Brownfield Plan Preparation and Development and MEGA Work Plan Preparation. Costs incurred to prepare and develop this brownfield plan and MEGA work plan, as required by Act 381.
6. MEGA Review. Administrative review fees associated with work plan review.

In addition, the brownfield plan includes interest associated with the eligible activities calculated at 5% to address the true cost of conducting the eligible activities associated with the Project. The rate of interest may be less, depending upon the method(s) of financing chosen for the Project.

3. **An estimate of the available captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property and in the aggregate. (MCL 125.2663(1)(c))**

An estimate of the possible real and personal property tax increment capture for tax increment financing is attached as Exhibit B. It is anticipated a personal property tax exemption will be provided for 3 to 5 years pursuant to MCL 211.9f. Moreover, the Authority and the City may seek to capture only a portion of the possible tax increment revenues leaving the remainder to be allocated among the taxing units as provided by Act 381.

4. **The method by which the costs of the Plan will be financed, including a description of any advances made or anticipated to be made for the costs of the Plan from the City. (MCL 125.2663(1)(d))**

The City, the Authority and GFS have not yet determined how the costs of this Plan Amendment will be financed. One possibility is that GFS would initially fund some or all of the costs of the eligible activities and then seek reimbursement from collected tax increment revenues. The City or the Authority could also initially provide some or all of the funding either from existing fund balances, the issuance of bonds, or other sources and be wholly or partially reimbursed from captured tax increment revenues. Currently, no advances are being considered.

5. **The maximum amount of the note or bonded indebtedness to be incurred, if any. (MCL 125.2663(1)(3))**

No more than \$5 million of indebtedness would be incurred. However, it is anticipated the costs of eligible activities may vary from some of the current estimates. For example, the infrastructure costs may be closer to \$1.5 million than the \$3.6 million listed in Table 1 above.

6. **The duration of the Plan, which shall not exceed the lesser of (1) the period required to pay for the eligible activities from tax increment revenues plus the period of capture authorized for the local site remediation revolving fund or (2) 30 years. (MCL 125.2663(1)(f)).**

The duration of the Plan may be as long as 30 years. In addition, once all activity costs are reimbursed, funds may be captured for the local site remediation revolving fund, if available. Therefore, the duration of capture will begin in 2011 and will continue until such time that all the eligible activities undertaken in this Plan are reimbursed, but in no event will the Plan exceed the maximum duration provided for in Act 381.

7. **An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the Property is located. (MCL 125.2663(1)(g))**

An estimate of possible real property tax capture is attached as Exhibit B. However, the Authority and the City may seek to capture only a portion of the possible tax increment revenues leaving the remainder to be allocated among the taxing units as provided by Act 381. This will depend, in part, on the exact costs of and methods of financing the selected infrastructure improvement and other eligible activities.

8. **A legal description of each parcel of eligible property to which the Plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as a part of the eligible property. (MCL 125.2663(1)(h))**

- a. See legal description at Exhibit A.
- b. See location and site map at Exhibit C.
- c. Characteristics of Property: The "eligible property" was historically used as a maintenance facility by a contracting company and most recently as a concrete batch plant. Currently, the buildings and site are vacant.
- d. Personal property: Only new personal property added to the site after the date of this Plan is adopted is included as part of the "eligible property".

9. **An estimate of the number of persons residing on each eligible property to which the Plan applies and the number of families or individuals to be displaced, if any. (MCL 125.2663(1)(i))**

This provision is inapplicable to this site as there are no persons residing on the Property.

10. **A plan for establishing priority for the relocation of persons displaced by implementation of the Plan, if applicable. (MCL 125.2663(1)(j))**

This provision is inapplicable to this site as there are no persons residing on the Property.

11. **Provision for the costs of relocating persons displaced by implementation of the Plan, and financial assistance and reimbursement of expenses, if any. (MCL 125.2663(1)(k))**

This provision is inapplicable to this site as there are no persons residing on the Property.

12. **A strategy for compliance with the Michigan Relocation Assistance Act, if applicable. (MCL 125.2663(1)(l))**

This provision is inapplicable to this site as there are no persons residing on the Property.

13. **A description of the proposed use of the local site remediation revolving fund. (MCL 125.2663(1)(m))**

If tax increment revenues are available, funds will be captured for the revolving fund, which may be used for other projects within the City. However, the revolving fund will not be used for this project.

14. **Other material that the Authority or the City Council considers pertinent. (MCL 125.2663(1)(n))**

The public will benefit through the creation of approximately 175 new jobs, as well as retention of at least 50 existing jobs in the City and State. In addition, temporary construction jobs will be created and the City and State will benefit from the increased tax revenue generated from the new approximately 150,000 square foot building.

### **Michigan Business Tax Credit**

It is the intention of the Michigan Legislature to encourage redevelopment of brownfields using the Michigan Business Tax ("MBT") credit incentive permitted under Act 36, Public Acts of 2007, as amended. The MBT credit can be applied against any "eligible investment" at the Property. The MBT credit will be applied against any eligible investment or part thereof made by a qualified taxpayer after approval of this Brownfield Redevelopment Plan by the City of Wyoming but in any event no earlier than 90 days prior to the date of the preapproval letter from the Michigan Economic Growth Authority or its chairperson.

"Eligible investment" means, when made after the approval date of the brownfield plan but in any event no earlier than 90 days prior to the date of the preapproval letter, any demolition, construction, restoration, alteration, renovation, or improvement of buildings on eligible property and the addition of machinery, equipment, and fixtures to the Property after the date that eligible activities have started pursuant to the brownfield plan.

GFS intends to apply for a MBT credit at the eligible property pursuant to Act 36 of the Public Acts of Michigan of 2007, as amended.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO EXTEND THE TERM OF THE 1998 PA 328 PERSONAL PROPERTY  
TAX EXEMPTION GRANTED TO KELLOGG COMPANY

WHEREAS, pursuant to 1998 PA 328, as amended, MCL 211.9f, the City Council approved and recommended to the State Tax Commission issuance of a personal property tax exemption for the Kellogg Company (“Kellogg”) facility at 3300 and 3750 Roger B. Chaffee in the City of Wyoming (the “Kellogg Site”), and

WHEREAS, the State Tax Commission issued that tax exemption, and

WHEREAS, that tax exemption is subject to the terms and conditions of a Property Tax Exemption Agreement between the City and Kellogg dated September 13, 2007 (the “Agreement”), and

WHEREAS, the Agreement provides for periodic reviews to determine the duration of the tax exemption, the first of which reviews is to occur prior to December 30, 2010, and can result in the extension of the term of the abatement for two years so that, if so extended, it will terminate on December 31, 2012, and

WHEREAS, Kellogg has provided information sufficient to show that, through its subsidiary, Keebler Company, the “Magnet Concept” described in the Agreement is working because the abatement has, according to annual certifications made by Kellogg in 2009 and 2010, attracted additional investment and jobs in the City exceeding Kellogg’s initial projections, and

WHEREAS, the City Council deems it to be in the public interest to extend the term of the tax exemption.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council approves and recommends to the State Tax Commission approval of the extension of the term of the tax exemption granted to Kellogg Company in 2007 for personal property on the Kellogg Site so that it will expire on December 31, 2012, unless further extended during the 5-year review to occur in 2012 as provided in the Agreement and the Mayor and City Clerk and other City official are authorized and directed to take all actions needed to implement and convey this approval and recommendation to the State tax Commission.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_,  
that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays.

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 the 21<sup>st</sup> day of June, 2010.

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HEIDI A. ISAKSON  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

## MEMORANDUM

**Date:** May 25, 2010

**To:** Curtis Holt, City Manager

**From:** Barb VanDuren, Deputy City Manager

**Subject:** **Kellogg Company PA 328 Personal Property Tax Exemption**

On September 13, 2007 the City Council approved a 328 tax exemption for the Kellogg Company. The exemption was granted with terms and conditions which provide for a two year review of job creation and additional investment as a justification for continuing the exemption.

Attached are the certifications from Kellogg's. Each displays additional personal property investment and job creation.

It is my recommendation that the City Council adopt a resolution on June 21, 2010 granting the continuation or extension of the term of the PA 328 until December 31, 2012 at which time the exemption will be reviewed again.



February 19, 2009

Rick Schell  
Vice President, Corporate Taxes

Mr. Curtis Holt  
City Manager – City of Wyoming  
1155 28th Street SW  
PO Box 905  
Wyoming, MI 49509

Dear Mr. Holt:

**Re: Keebler Company – Annual Certification Letter  
Property Tax Exemption Agreement (PA328)**

Pursuant to Section 2(c) of our agreement with the City of Wyoming dated September 13, 2007, we are pleased to report the following:

**Annual Certification**

- Total cost of personal property under PA 328 as of December 31, 2008, is \$15,163,222.
- Keebler Company created 88 new full-time equivalent manufacturing jobs between April 16, 2007 and December 31, 2008. The 88 jobs consist of 46 new full-time Keebler Company employees and 42 positions sourced through local staffing agencies.
- The salary range for the 88 new full-time equivalent manufacturing jobs is between \$27,000 and \$68,000 per year.
- Total plant headcount on April 16, 2007, was 195 full-time equivalent manufacturing jobs, consisting of 124 Keebler Company employees and 71 positions sourced through local staffing agencies.
- Total plant headcount on December 31, 2008, was 283 full-time equivalent manufacturing jobs, consisting of 170 Keebler Company employees and 113 positions sourced through local staffing agencies.

I certify that the information contained in this report is true to the best of my knowledge.

Please contact Brent Dutcher at (269) 660-7117 with any questions or if you need any additional information.

Sincerely,

Richard W. Schell  
Vice President, Corporate Taxes

v



February 17, 2010

Rick Schell  
Vice President, Corporate Taxes

RECEIVED  
FEB 22 REC'D  
CITY MANAGER

Mr. Curtis Holt  
City Manager – City of Wyoming  
1155 28th Street SW  
PO Box 905  
Wyoming, MI 49509

Dear Mr. Holt:

**Re: Keebler Company – Annual Certification Letter  
Property Tax Exemption Agreement (PA328)**

Pursuant to Section 2(c) of our agreement with the City of Wyoming dated September 13, 2007, we are pleased to report the following:

**Annual Certification**

- Total cost of personal property under PA 328 as of December 31, 2009 is \$16,923,503.
- Keebler Company created 158 new full-time equivalent manufacturing jobs between April 16, 2007, and December 31, 2009. The 158 jobs consist of 82 new full-time Keebler Company employees and 76 positions sourced through local staffing agencies.
- The salary range for the 158 new full-time equivalent manufacturing jobs is between \$23,000 and \$81,000 per year.
- Total plant head count on April 16, 2007, was 195 full-time equivalent manufacturing jobs, consisting of 124 Keebler Company employees and 71 positions sourced through local staffing agencies.
- Total plant head count on December 31, 2008, was 283 full-time equivalent manufacturing jobs, consisting of 170 Keebler Company employees and 113 positions sourced through local staffing agencies.
- Total plant head count on December 31, 2009, was 353 full-time equivalent manufacturing jobs, consisting of 206 Keebler Company employees and 147 positions sourced through local staffing agencies.

I certify that the information contained in this report is true to the best of my knowledge.

Please contact Kevin Kilpatrick at (269) 961-3299 with any questions or if you need any additional information.

Sincerely,

Richard W. Schell

c Jeffrey Ammon, Miller Johnson  
Joseph Glennon, Thomson Reuters



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE THE GRAND VALLEY REGIONAL BIOSOLIDS  
AUTHORITY ANNUAL BUDGET FOR FISCAL YEAR 2010-11

WHEREAS, the City of Wyoming and the City of Grand Rapids jointly formed the Grand Valley Regional Biosolids Authority (the "GVRBA") in April 2004, a statutory authority created pursuant to Act 233 of Public Acts of Michigan of 1955, for the purpose of undertaking the acquisition, construction, financing and operation of a joint regional biosolids management project to process biosolids residuals originating at the treatment facilities of both the City of Grand Rapids and the City of Wyoming; and

WHEREAS, a Joint Biosolids Management Project Agreement was made and executed as of July 1, 2009 (the "Agreement"), by and between the City of Grand Rapids, the City of Wyoming and the Grand Valley Regional Biosolids Authority; and

WHEREAS, the Agreement requires the GVRBA Project Manager together with the Operations Team to prepare, present, and recommend to the Authority Board of Directors (the "Board") an annual operating budget; and

WHEREAS, each annual budget shall be approved by the Board and the City of Grand Rapids Commission and the Wyoming City Council in accordance with the provisions of the Authority's Articles of Incorporation and Bylaws; and

WHEREAS, the Board has reviewed and approved the attached GVRBA operating budget for fiscal year 2010-11 at the Board meeting held on May, 20, 2010; and

WHEREAS, the GVRBA operating budget was reviewed and presented to the Wyoming City Council at a work session held on June 14, 2010; now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby approve the GVRBA operating budget for fiscal year 2010-11.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_ that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

## MEMORANDUM

**TO:** Bill Dooley – Director of Public Works

**FROM:** Tom Kent – Deputy Director of Public Works

**DATE:** June 9, 2009

**RE:** Grand Valley Regional Biosolids Authority Update and 2010-11 Budget

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Since the GVRBA open house in September of 2009, the Joint Operations Team has been focused mainly on start-up of the new equipment and facilities. While the system is operational and we have utilized the new dewatering facility during the off-season months for land application to process just over 1,000 dry tons of solids, it is not yet optimized. For your review, I've included a brief report on the current status of each project segment.

- Segment 1 – Includes two 1 MG storage tanks and a control building located at the Grand Rapids WWTP. The tanks are used for temporary storage of residuals to be dewatered. The control building contains valves for directing solids streams to each tank and for controlling the pipeline flushing sequence that occurs after solids are transferred from the Wyoming CWP. This segment has achieved final completion and is being utilized without any significant issues.
- Segment 2 – The new pump station located at the Wyoming CWP includes three wetwells for temporary storage of solids, pumps to transfer solids to the GRWWTP via the dual pipelines and a carbon based odor control air scrubbing system. This facility has achieved final completion and was utilized effectively to pump solids during this past January and February.
- Segment 3 – The segment includes the two transfer pipelines linking the two wastewater plant sites and this segment was completed in late 2008 and has been tested and used without any issues.
- Segment 4 – The new dewatering facility located at the Grand Rapids WWTP is by far the most complicated of the segments and houses a centrifuge dewatering system along with an associated blend tank, centrifuge feed pumps, polymer feed systems, a cake transfer system, storage silos and a truck loading facility. This segment is operational but we have not achieved final completion. This segment has been plagued by pumping problems, odor control issues and the required centrifuge performance specifications have not been met by the equipment manufacturer. We are encouraged by recent progress resolving pump problems within the centrifuge system but are still working to develop measures to control hydrogen sulfide odors in the truck loading bay. We are also currently conducting centrifuge performance testing and we anticipate achieving final completion in the next few months.

These kinds of issues on start-up aren't unusual but they have had an impact on the GVRBA budget for the current fiscal year. Specifically, expenses for labor and polymer (a binding agent used to assist in dewatering) are well above the budgeted line items and while other expenses are lower than anticipated, we believe we will end the fiscal year slightly above our targeted level of \$6,487,712 at approximately \$6,900,000. This additional expense will be funded from the operations fund reserve.

The Operations Team recently completed the GVRBA budget for fiscal year 2010-11 (attached) and this budget has already been reviewed and approved by the GVRBA Board. In summary, we have projected a modest decrease below the projected expenditure of \$6,900,000 of the current fiscal year at about \$6,794,000. This level of expenditure is based upon our current experience and the conditions we have faced throughout start-up and until we are able to optimize centrifuge performance, we will have to use an additional amount of polymer to ensure the correct amount of solids capture and centrifuge performance. However, I believe consistent operational experience over the course of the next several months and the results from centrifuge performance testing will help us solve this puzzle such that we will be able to reduce polymer usage and expense.

Despite the expected challenges and a few setbacks, the GVRBA project continues to be a very good partnership. The financial impact to the City of Wyoming for the proportional ownership and access to over \$30M dollars of new equipment is very minimal and the project provides the City with additional options for solids recycling. If we had decided not to participate in GVRBA and simply maintained our current land application program it would cost the City about \$335.00 per dry ton to process the 6,805 of dry tons of biosolids projected for fiscal year 2010-11. The GVRBA cost per dry ton cost is projected to be about \$350.00 per dry ton. This amounts to a total difference of only about \$102,000 annually. The program diversity and the ownership share of this state-of-the-art solids processing equipment is well worth this added level of expenditure.

We will be seeking the Wyoming City Council's approval of the GVRBA budget for fiscal year 2010-11 at the regular session on June 21<sup>st</sup>.

GVRBA Budget Info FY11

	A	B	C	D	E	F
1	<b>Information</b>					
2	Annual Biosolids Dry Tons			FY2011	YTD	%
3	GRWWTP				0%	
4	Amount sent to municipal solid waste landfill			12,579.2	-	0%
5			<i>GRWWTP Sub-Total</i>	12,579.2	-	0%
6	WCWP					
7	Amount sent to municipal solid waste landfill			1,701.5	-	0%
8	Amount applied to land in bulk form			5,104.4	-	0%
9			<i>WCWP Sub-Total</i>	6,805.9	-	0%
10			<b>Total</b>	19,385.1	-	0%
11	Partner Percentage of Total					
12	GRWWTP			64.89%	0.00%	0%
13	WCWP			35.11%	0.00%	0%
14	Annual Debt Service			\$ 2,051,990.43		
15	Dry Ton Rate			\$ 350.46		
16	<b>Revenue</b>					
17	Fund Balance					
18				\$ -		
19	Operations (Subfund 592)			\$ 669,140.20		
20	Construction (Subfund 593)			\$ -		
21			<i>Fund Balance Total</i>	\$ 669,140.20		
22	Revenue Requirements			\$ 6,793,610.43		
23	Partner Share of Revenue Requirements					
24	GRWWTP (Monthly = \$367,369.50)			\$ 4,408,433.94	\$ -	0%
25	WCWP (Monthly = \$198,764.71)			\$ 2,385,176.49	\$ -	0%
26	<b>Expenses</b>					
27	728 Supplies					
28	Polymer			\$ 725,000.00	\$ -	0%
29	Miscellaneous			\$ 50,000.00	\$ -	0%
30			<i>Supplies Sub-Total</i>	\$ 775,000.00	\$ -	0%
31	818 Contractual Services					
32	Trucking			\$ 390,000.00	\$ -	0%
33	Landfill			\$ 920,000.00	\$ -	0%
34	Land Application			\$ 1,360,000.00	\$ -	0%
35	GRWWTP O&M Segments 1 & 4			\$ 706,674.00	\$ -	0%
36	Financial Processing (Grand Rapids Comptrollers)			\$ 5,000.00	\$ -	0%
37	WCWP O&M Segments 2 & 3			\$ 71,000.00	\$ -	0%
38	Administration Services (Legal/Audit/Insurance)			\$ 50,000.00	\$ -	0%
39	Centrifuge Service Agreement (Siemens)			\$ 6,800.00	\$ -	0%
40			<i>Contractual Services Sub-Total</i>	\$ 3,509,474.00	\$ -	0%
41	943 Equipment Rental or Lease					
42	WCWP Storage Tanks			\$ 417,146.00	\$ -	0%
43			<i>Equipment Rental or Lease Sub-Total</i>	\$ 417,146.00	\$ -	0%
44	945 Land Rental or Lease					
45	PDR Program			\$ 40,000.00	\$ -	0%
46			<i>Land Rental or Lease Sub-Total</i>	\$ 40,000.00	\$ -	0%
47	Debt Service					
48	GRWWTP			\$ 1,331,554.75	\$ -	0%
49	WCWP			\$ 720,435.68	\$ -	0%
50			<i>Debt Service Sub-Total</i>	\$ 2,051,990.43	\$ -	0%
51						
52			<b>Expenses Total</b>	\$ 6,793,610.43	\$ -	0%
53	GRWWTP = City of Grand Rapids Wastewater Treatment Plant			WCWP = City of Wyoming Clean Water Plant		
54	MDEQ = Michigan Department of Environmental Quality			O&M = Operation and Maintenance		
55	GVRBA = Grand Valley Regional Biosolids Authority			PDR = Purchase of Development Rights		

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A  
PROFESSIONAL SERVICES AGREEMENT WITH NEDERVELD INC. TO  
DEVELOP THE 28<sup>TH</sup> STREET SUBAREA PLAN

WHEREAS, the Wyoming Land Use Plan 2020 adopted in December 2006 pertaining to 28<sup>th</sup> Street, and the Downtown Development Plan adopted in 2002, are outdated, and

WHEREAS, the Municipal Planning Enabling Act 33 of 2008 requires municipalities to review the Land Use Plan at least every five years, and

WHEREAS, A 28<sup>th</sup> Street Subarea Committee was appointed to address the declining vitality of 28<sup>th</sup> Street with the intent of redeveloping the corridor into a sustainable, economically vibrant and desirable place, and

WHEREAS, a Request for Proposal was sent to twenty planning firms, with five responding and three interviewed, by a subcommittee of the 28<sup>th</sup> Street Subarea Committee, and

WHEREAS, the consulting team assembled by Nederveld Inc. was determined by the 28<sup>th</sup> Street Subarea Committee to possess the greatest degree of desired expertise, at the most reasonable cost, to accomplish the goals, and

WHEREAS, \$5000 is available in the 2010 Community Development Block Grant Fund 256-400-17510-801.001, and 20,000 is available in the Downtown Development Authority (DDA) Professional Services with an additional 64,100 from the DDA fund balance for a total of \$89,100 to fund these services, now, therefore,

BE IT RESOLVED that the Wyoming City Council does hereby authorize the City Manager to sign the attached professional services agreement, and

BE IT FURTHER RESOLVED that the Wyoming City Council does hereby authorize the attached budget amendment making funds available for this project from the DDA reserve fund balance.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried \_\_\_\_\_ Yeas \_\_\_\_\_ Nays \_\_\_\_\_

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
HEIDI A. ISAKSON  
Wyoming City Clerk

Attachment: Professional Services Agreement

Resolution No. \_\_\_\_\_

CITY OF WYOMING BUDGET AMENDMENT

Date: June 21, 2010

DDA Budget Amendment No. 003

To the Wyoming City Council:

**A budget amendment is requested for the following reason: To appropriate \$64,100 of budget authority to provide budget for the Development of the 28th Street Subarea Plan per attached resolution.**

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
Professional Services(Consultant)	\$0	\$64,100	\$0	\$64,100
Fund Balance/Working Capital				\$ 64,100

Recommended: \_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Director of Wyoming DDA

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2009-2010 be amended by adoption of the foregoing budget amendment.

Motion carried: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

\_\_\_\_\_  
City Clerk

## CONTRACT FOR PROFESSIONAL SERVICES

City of Wyoming for the  
Master Planning Services 28<sup>th</sup> Street Sub Area Plan

CLIENT Name: City of Wyoming  
CLIENT Address: 1155 28<sup>th</sup> Street  
Wyoming, Michigan 49509

The City of Wyoming and Nederveld, Inc agree that Nederveld, Inc will perform the services described below. This contract shall become effective \_\_\_\_\_, and services covered by it will be performed in accordance with the provisions included within this form and any attachments or schedules thereto.

SCOPE OF NEDERVELD, INC SERVICES: As specified in the following attachments:  
**Attachment A:** *Approach Plan for Master Planning Services for the 28<sup>th</sup> Street Sub Area Plan,*  
**Attachment B:** *Clarification of Public Input, and*  
**Attachment C:** *Email correspondence regarding PR component addition to fee.*

NEDERVELD, INC COMPENSATION: Fixed Fee of \$89,100.00, including all reimbursable expenses as specified in the following attachments:  
**Attachment D:** *Wyoming 28<sup>th</sup> Street Sub Area Plan Fee Proposal and*  
**Attachment C:** *Email correspondence regarding PR component addition to fee.*

NEDERVELD INC SUBCONTRACTORS: Nederveld will be utilizing the following subcontractors on this project and their fees, in total, are included in the compensation listed above:  
Williams and Works, Inc  
Land Use USA  
Progressive AE  
Soils and Materials Engineers  
Wondergem Consulting

A city of Wyoming Subcontract Provision Form, as submitted as part of the original proposal is included as **Attachment E**.

## STANDARD TERMS AND CONDITIONS:

**METHOD OF AUTHORIZATION** Client may authorize Nederveld Inc. to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgement, confirmation, purchase order or other communication. Furthermore, you acknowledge that you are a duly authorized officer or agent for the client. Regardless of the method used, these Terms and Conditions shall prevail as the basis of client's authorization to Nederveld Inc. Any client document or communication in addition to or in conflict with these terms and conditions is rejected. Any amendment to the Terms and Conditions must be authorized in writing via Terms and Conditions section of PSA or Addendum by both the client and Nederveld Inc.

1. **CLIENT RESPONSIBILITIES** Client shall provide all criteria and pertinent information as to requirements for the project and designate in writing the person with authority to act on client's behalf on all matters concerning the project. Unless otherwise notified in writing, the client authorizes the person(s) signing the PSA as the sole authority to act on the client's behalf as noted herein. If Nederveld Inc. services under this authorization do not include construction observation or review of contractor's performance, client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Nederveld Inc. that may be in any way connected thereto.
2. **HOURLY BILLING RATES** Unless stipulated otherwise, client shall compensate Nederveld Inc. at hourly billing rates in effect when services are provided by Nederveld Inc. employees of various classifications.
3. **REIMBURSABLE EXPENSES** Those costs incurred on or directly for client's project. Reimbursement shall be at Nederveld Inc. current rate for mileage for service vehicles and automobiles outside our standard service district, laboratory tests and analyses, special equipment services, non-standard USPS delivery charges. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus ten percent.
4. **OPINIONS OF COST** Any opinions of probable construction cost and/or total project cost provided by Nederveld Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Nederveld Inc. cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
5. **PROFESSIONAL STANDARDS; WARRANTY** The standard of care for services performed or furnished by Nederveld Inc. will be the care and skill ordinarily used by members of Nederveld Inc. profession practicing under similar circumstances at the same time and in the same locality. Nederveld Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with Nederveld Inc. services.
6. **TERMINATION** Either client or Nederveld Inc. may terminate this authorization by giving ten days' written notice to the other party. In such event, client shall pay Nederveld Inc. in full for all work previously authorized and performed to the effective date of termination. Upon receipt of such payment, Nederveld Inc. will return to client all documents and information which are the property of client.
7. **SUBCONTRACTORS** Nederveld Inc. may engage subcontractors on behalf of client to perform any portion of the services to be provided by Nederveld Inc. hereunder.
8. **PAYMENT TO NEDERVELD INC.** All invoices must be paid within thirty (30) days of the invoice date. Prompt payment is essential in order to keep the project on schedule. Any account that falls more than 60 days past due will result in your project being put on hold until the past due (from the date of invoice) amount is paid in full. A service charge of 1.5 percent per month will be payable on all amounts not paid within thirty (30) days from date of invoice, payment thereafter to be applied first to accrued service charges and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client.

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

9. **INSURANCE** Nederveld Inc. acknowledges that the City of Wyoming is a self-insured municipal corporation and will not be required to name Nederveld and/or Nederveld Inc. Consultants as additional insured on any general liability or property insurance policies, but will be subject to the indemnification provisions of this contract.

All policies of property insurance shall contain provisions to the effect that Nederveld Inc. and Nederveld Inc. Consultant's interests are covered and that in the event of

payment of any loss or damages, the insurers will have no rights of recovery against any of the insureds or additional insureds.

10. **INDEMNIFICATION** Nederveld Inc. will defend, indemnify, and hold client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures caused by Nederveld Inc. negligence or willful misconduct. Client agrees to defend, indemnify and hold Nederveld Inc. harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Nederveld Inc. Inc. performance of services hereunder, except for injury or loss caused by the negligence or willful misconduct of Nederveld Inc. These indemnities are subject to specific limitations provided for in this agreement.
11. **LEGAL EXPENSES** If either client or Nederveld Inc. makes a claim against the other as to issues arising out of the performance of this agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Nederveld Inc. brings a lawsuit against client to collect invoiced fees and expenses, client agrees to pay Nederveld Inc. all collection expenses including attorney fees.
12. **OWNERSHIP OF WORK PRODUCT** Nederveld Inc. hereby agrees to convey and transfer to Client all ownership rights of all drawings, reports and other materials provided to Client in any form including, but not limited to all copyright rights afforded by the laws of the United States, which rights are specifically reserved by Client. Nederveld Inc. hereby agrees in return for the compensation set forth in this agreement to execute any documents necessary to convey and transfer the entire right, title, and interest to Client of all ownership rights of all drawings, reports and other materials provided to Client in any form including, but not limited to all copyright rights afforded by the laws of the United States. Nederveld Inc. hereby warrants that it is the sole author of the works to be transferred to Client, and Nederveld Inc. further warrants that it has the authority to transfer all ownership rights of the works to Client. Nederveld Inc. agrees to provide all drawings, reports and other materials to Client in a current standard electronic format, and to provide at least one hard copy of each drawing, report, or other material. Client hereby grants Nederveld Inc. a limited license to retain copies of each drawing, report and other materials for its records, and a limited right to use such drawings, reports, or other materials for sales and promotional purposes, but not for resale to another client. Nederveld Inc. may not assign, transfer or in any other way, use, reuse or copy the drawings, reports and other materials for any other purpose without the express consent of Client. Client acknowledges that all drawings, reports and other materials provided by Nederveld Inc. are the result of professional services performed for a specific project associated with an identified parcel of property and that such drawings, reports and other materials are not readily transferable to a different parcel of property without additional professional services being required to modify the drawings, reports and other materials, as may be required under the circumstances.
13. **ELECTRONIC MEDIA** To be provided at no charge if provided in our current software format. Copies of data, reports, drawings, specifications and other material furnished by Nederveld Inc. that may be relied upon by client are limited to the printed copies (also known as hard copies) that are delivered to client pursuant to the services under this agreement. Computer files of text, data, graphics or other types on electronic media that are furnished by Nederveld Inc. to client are only for convenience of client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
14. **GENERAL CONSIDERATIONS** Client and Nederveld Inc. each are hereby bound and the partners, successors, executors, administrators, and legal representatives of client and Nederveld Inc. are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this agreement. Neither client nor Nederveld Inc. shall assign this agreement without the written consent of the other.

END OF TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

This Contract represents the entire agreement between the parties and supersedes all prior agreements and understandings.

NEDERVELD, INC

CITY OF WYOMING

By: \_\_\_\_\_

By: \_\_\_\_\_

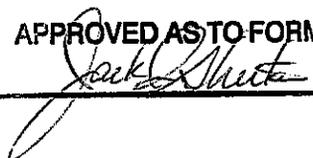
Title: \_\_\_\_\_

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

## APPROACH PLAN

### PHASE 1: COMMUNITY CONDITIONS INVENTORY AND ANALYSIS

This initial phase is crucial to the successful outcome of the Sub Area Plan and to ensure it is both realistic and viable. The broad purpose is to assure that the consulting team, the steering committee and the participants from the public have a comprehensive and objective set of baseline indicators to work with. In addition to a profile of existing physical conditions, this will include the development of a comprehensive Market Strategy that will ensure the plan accurately reflects market realities and location strategies practiced by retailers, businesses and investors in the actual development world.

### TASKS

- 1. On-going Committee Collaboration:** The consultant team will work closely with the steering committee by meeting with them bi-weekly or as time allows. The steering committee will provide guidance and input prior to each task outlined below, and will be debriefed following each activity. The steering committee is an essential component within the process and our success will depend, in part on the experience and knowledge those individuals bring to the process. This collaboration may also take the form of an email discussion forum between the consultant and steering committee in order to maintain the close working relationship that will be required.
- 2. Background and Baseline Data:** The consultant team, together with any interested committee members, will conduct a windshield analysis of the corridor. The consultant team will use digital photography, video and written documentation to quickly establish an accurate and evolving base of information on land uses, ingress and egress patterns, pedestrian, vehicular and bicycle circulation, as well as improvements to the public and private realms including sidewalks, lighting, signage, and landscaping. This information will be critical during the design phase and implementation phase to make specific recommendations about code modifications and development standards. Using digital data collection systems also enables the information to be readily incorporated into design efforts and final plan documents.
- 3. Establish Guiding Principals and Values for Process:** Establish Guiding Principals and Values for Process: To achieve the buy-in necessary for a successful community planning process, steering committee members will be encouraged to articulate their values and formulate guiding principles through a facilitated planning session with the consultant team. The values discussion will address the City's current and future demographics, social and political realities, and community ideals.

#### 4. Development of Comprehensive Market Strategy:

- A. **Market Analysis:** LandUse|USA will measure the magnitude of opportunity among land use categories within the study area, and will test the market for potential retail, business and office tenants (and particularly entrepreneurial opportunities); entertainment and recreation venues; civic functions like libraries and community centers; and residential units. The analyses will also be used to help prioritize the highest and best uses for specific sites within the study area while addressing tough economic issues like job growth, business retention, tight lending practices and opportunities for learning and retraining. In completing its analytic tasks, LandUse|USA will consider supply and demand not only in Wyoming, but also in all surrounding communities throughout the Grand Rapids area, and will provide comparisons of the City with Kent County, the City of Grand Rapids, and the State of Michigan. Other urban cities in Michigan may be included in the study as benchmarks or to provide additional perspective.
- B. **Market Strategy: Land Use Analysis.** In developing an optimal and realistic Market Strategy for the 28<sup>th</sup> Street Corridor and study area, LandUse|USA will also conduct an independent site analysis and report on the locational attributes that appear to help and/or hinder the project from an economic perspective. This initial work will be used to later to qualify the results of the economic and supply-demand analyses. The magnitude of market gaps will be distilled down and then qualified into opportunities and strategies for specific segments and/or parcels along the corridor. Results will help guide the plan, ensuring that it reflects market realities and location strategies that are practiced by retailers and businesses in the real world.
- C. **Economic Overview.** Michigan's economy is in a state of dramatic change and is just beginning to show early signs of recovery from the recent recession. In this climate, job growth, workforce development and business recruitment are tougher challenges than ever, and must be addressed. Accordingly, the market analysis will commence with a detailed analysis of Wyoming's local, regional and state economic climate. As with the Land Use Analysis, this is an important step in the overall Market Strategy, and will ensure that the strategy recommendations accurately reflect Wyoming's unique character as well as the market's economic potential. The demographic analysis will help the team identify 28<sup>th</sup> Street's unique identity and history, and will help us develop a plan that local residents can best relate to.
- D. **Market Strategy: Land Use Recommendations.** Continuing the development of the Market Strategy and in preparation for future public input and design phases, the consultant team will begin testing the market for opportunities in commercial, retail, office and residential development. This process will include supply-demand and gap analysis in the local market, specifically as it relates to these potential opportunities and will result in the development of Land Use recommendations. These Land Use Recommendations will be focused on entrepreneurial opportunities and business retention.

## PHASE 1 PRODUCTS

1. Figure-ground analysis
2. Existing conditions map
3. Market analysis
4. Market strategy: landuse analysis
5. Economic overview
6. Market strategy: landuse recommendations
7. Corridor “report card”
8. Project logo and slogan
9. List of stakeholders
10. Bi-weekly committee meetings and meeting notes
11. Website/Facebook/Twitter outreach

## PHASE 2: PUBLIC INPUT PROCESS

In addition to the tasks outlined below, during the public input phase, we will staff a storefront within the corridor as an opportunity for residents, business owners, property owners, staff, and other officials to drop-in to discuss matters related to the Sub Area Plan. The office will have background materials, maps, reports and studies available for review and comment. While these items will also be available virtually through the City’s website, as well as through Facebook and Twitter, we hope that a dedicated storefront space will be donated and enable quality face-to-face interaction as a means to broaden the range of voices, opinions, and concerns.

## TASKS

1. **Ideas Workshop:** The Ideas Workshop provides the kick-off to the public involvement efforts of the subarea planning process. Our approach begins with an educational component drawn from the baseline information developed in Phase 1. This is meant to inform participants about the existing conditions of the area. It will be developed and presented in both hard-copy, in the form of a brief take-away document, and in a PowerPoint presentation narrated by project staff. A second component of the Ideas Workshop is to share digital and graphic images of development types throughout Michigan and beyond and discuss different planning and zoning techniques available. This will likely involve some element of visual preference using either real-time interactive polling technology, paper/pencil or show of hands to allow participants to rate and rank alternative design elements. This activity serves as an excellent “ice-breaker” and it helps to familiarize participants with terms and techniques to be able to better articulate their vision and goals.

After the educational components of the workshop, participants will select from a list of “table topics” and participate in a facilitated roundtable conversation about relevant topics facing the subarea. Each table will be facilitated with a professional expert in a given topic. Suggested topics and facilitators may include:

- Urban Design: Mark Miller AIA
- Market Strategy and Economics: Sharon Woods
- Redevelopment: Steve Willobee / Terry Sanford
- Walkability/Connectivity: Lynee Wells, AICP
- Streetscape and Landscape: Robert Petko
- Neighborhoods: Jay Kilpatrick, AICP
- Transportation: Pete LaMourie, PE
- Infrastructure: Jack Barr, PE

Each table will be asked to participate in a strengths, weakness, opportunities and constraints exercise as well as preliminary mapping activities as a means to generate discussions and hone ideas and development concepts. A consensus technique will be used to allow participants to move relatively quickly from a brainstorm of ideas, to clusters of like or similar ideas, to identification of common themes and finally to resolved consensus on the key challenges represented by the table topic.

2. **Stakeholder Interviews.** In some instances key individuals in the community may decline to participate in public meetings either because they are too busy or feel their perspectives warrant more detailed consideration than may be possible in a group session. It is likely that there may be a need to isolate specific stakeholders to gather their input. This will occur in smaller groups or one-on-one interviews in which the subarea plan process will be explained and the participants will be asked for their input on key questions or issues. In the interviews, we will offer anonymity, if desired, to garner as candid an opinion as possible.

The stakeholder interviews will be held by invitation only and are necessary to ensure that we hear and consider the perspectives of all individuals, whether they have local, regional, or national ties. If necessary, these interviews may be conducted using video conferencing, for example Skype, should participants have geographic limitations.

## **PHASE 2 PRODUCTS**

1. Weekly storefront staffing and reporting
2. Invitations to stakeholder meetings
3. Educational materials for web publication
4. Meeting flyers in paper and digital format
5. Meeting notes
6. Website/Facebook/Twitter outreach

## PHASE 3: DESIGN

Upon completion of baseline information analysis, market strategy and the public input portions of our work, the consultant team will begin the design aspect of our process. This process will be a collaborative effort by a Design Team which will be composed of planners and designers along with economic, redevelopment and transportation consultants. The steering committee will be integral to this process and is expected to be involved intimately in the design and crafting of the plan.

The final plan will be a comprehensive document which will present our complete process, including assessments, analysis, study findings, observations, recommended strategy and implementation. This plan will speak to a diverse group of stakeholders, including local developers, lenders, public officials, businesses and residents.

During this design phase we will implement public input strategies based on National Charrette Institute (NCI) Guidelines, with many of our team members having NCI Charrette Planner Certification. In addition to these public input meetings and work sessions, our team will continue the use of the virtual dialogue established in Phase 1 and 2, through website, Facebook and Twitter interface. We will place information about the ongoing process and the plans at these sites in order to allow for interested parties to comment.

One of our most important objectives of this process will be to have a plan that is realistic, viable and implementable and with that in mind we will use our team economist and redevelopment experts to constantly analyze the design plans as they evolve. During all stages of this design phase, the team will actively collaborate in order to formulate strategic recommendations which will influence the design.

## TASKS

1. **Design Plans Iteration 1.** The team will create multiple illustrative concept plans for the subarea, which will graphically convey design intent. These illustrative plans will be informed by the baseline information developed in Phase 1 and the public input derived in Phase 2. It is expected that these plans will be created prior to the first public design meeting, in order to aid our team in securing meaningful dialogue from the stakeholders. During the initial design of these plans, our team will collaborate on economic, market strategy, redevelopment and transportation aspects in order to ensure that the plans remain both realistic and viable, specifically in regards to earlier market strategy work and background information.
2. **Design Meeting 1.** In the first of multiple feedback loops, the first iteration Design Plans will be presented to the stakeholders. This first meeting will be structured similar to the “table topics” event listed in Phase 2. We will have participants break into small groups at individual tables, which will be facilitated by one of our design professionals. Each of these tables will review all of the various illustrative concept plans and participants will be encouraged to take part in adding to the designs, revising the designs, and creating new designs with markers and trace paper. Our intent is for this to be an informal work session which allows participants to craft their visions in a graphic and visual format. At the end of this meeting, a table representative will present their table’s designs to the entire group so that further comments and ideas can be generated.

This first Design Meeting is anticipated to be a day long event, commenced by a walking tour of the area with the stakeholders to familiarize the participants with existing design conditions. Immediately following the walking tour, a short educational component will be conducted in a series of presentation topics, including design, economic, redevelopment, transportation, and walkability elements which will provide background and inspiration for the table exercises. This meeting will be open to the public.

3. **MDOT Meeting 1.** This meeting will be an initial review of the Design Plan with MDOT officials to maintain dialogue during the process. Since transportation and the 28<sup>th</sup> Street corridor are so integral to this planning process, this dialogue will be critical in achieving realistic results. Our transportation engineer will act as the interface between the Design Team and MDOT officials. This meeting is an invitation only meeting.
4. **Design Plans Iteration 2.** Upon completion of the first Design Meeting and the MDOT meeting, the Design Team will begin to refine the multiple concept plans that were reviewed and vetted with the stakeholders. These plans will be modified, synthesizing the design ideas gathered during the first Design Meeting. It is expected that concepts from multiple plans may be combined into single plans or that new conceptual plans will be created and that there will still be multiple design concepts to work through at the public input level. Once again, these plans will be internally vetted by the design team and our economic and redevelopment consultants in an attempt to ground them in a realistic and implementable framework.
5. **Design Meeting 2.** This will be the second feedback loop within the design process, with the second iteration illustrative concept plans presented to the stakeholders. This second meeting will be structured as a group exercise, with the plans presented individually to the entire group and will rely on group comments and critique to draw feedback. This will allow for the design team to engage the group in a different manner and for ideas to be generated in a larger forum. This meeting is expected to take place in a half day session and will be open to the public.
6. **Design Plans Iteration 3.** The third iteration of the plans will apply the public input gathered at the second design meeting to the concept plans, with the design team starting to coalesce the public input and previous designs into a primary single plan option. While we would expect that a primary plan option will begin to emerge, it is still possible to have a secondary plan that represents ideas and concepts which do not fit into the primary plan. So therefore it will be entirely likely that two plans may come out of this process. In an effort to maintain the viability of these plans, our economic and redevelopment consultants will be involved in the design process, providing valuable insight into their potential for successful implementation. We will also begin to craft phasing plans for these concept plans, which will allow our team to convey to stakeholders the potential for long term implementation. It has been our experience that these phasing plans provide a valuable tool in maintaining a level of realistic expectations within the overall design concept.

7. **Design Meeting 3.** The third design meeting will occur with the steering committee only, in order to present the primary and possible secondary plan options. This will allow the design team and the steering committee to reaffirm previous ideas and review the concepts in a more intimate manner, focusing on details and implementation. It is expected that this session will be a very hands-on work session and that a free exchange of ideas occur between the design team and steering committee. It is anticipated that this meeting will occur around a table and take no more than 4 to 6 hours. This meeting is an invitation only meeting.
8. **MDOT Meeting 2.** This meeting will allow MDOT to review the progress of the design plans and provide comments regarding the plans implementation. While we indicate two MDOT meetings within the design feedback loop process, we would anticipate that there will be dialogue occurring between our transportation engineer and MDOT regarding the design progress. It is also likely that an MDOT representative will be present at many of the Design Meetings listed within this process. This meeting is an invitation only meeting.
9. **Design Plans Iteration 4.** The fourth iteration of the plan(s) will apply any input and design changes that occurred at Design Meeting 3 (steering committee meeting) along with MDOT comments to the plan(s).
10. **Design Meeting 4.** The design team will once again convene the group of stakeholders to review the plans in a public input session. This session will be similar to Design Meeting 2, allowing for a presentation to the entire group and then a free exchange of ideas and critique between the stakeholders and design team. A clear direction regarding the primary plan and any remaining residual secondary plan ideas that still may be relevant shall be established by the end of this meeting. This meeting is expected to take place in a half day session and will be open to the public.
11. **Design Plans Iteration 5.** This is the final design iteration of the concept with all effort directed to the crafting of a final plan. This design work will include the refinement of any residual ideas that still remain from the secondary plan as discussed in Design Meeting 4 and incorporating them into the primary plan, so that the final document can be created. Based on our experience in working within a series of public feedback loops, we anticipate very little refinement of secondary ideas into the primary plan, and in fact would expect that a final concept is clearly evident.
12. **Design Presentation 1.** This highly publicized event is a culmination of all efforts to date and will represent the unveiling of the plan with a presentation to stakeholders and the public. The presentation will review the process and products that ultimately led to the plan and its various components, analysis and recommendations. This meeting is open to the public.

13. **Steering Committee Meeting.** The Design Team will meet with the steering committee to review any comments which may have occurred during the previous Design Presentation 1 (listed as item 13). This will allow one final pass at the plan and may necessitate some minor refinements before the plan begins the process of adoption into the master plan.
  
14. **Planning Commission / City Council Meetings.** At this time, it is our understanding that the city staff will handle the master plan amendment process. Due to the illustrative features of this plan, the extensive public process that we anticipate, and the integrated economic and redevelopment aspects embedded within the final product, our team will be available for presentations to the planning commission and/or city council during the amendment process.

### **PHASE 3 PRODUCTS**

1. The final product will be a bound highly visual graphics based document, which includes all documentation, outcomes, analysis, reports and design graphics from the previous phases. This document will represent the Sub Area Plan and will include the final concept plan at the end of the document. It is intended to provide a concise understanding of the process and products for the entire project. We will provide up to twenty copies of this document in addition to a digital file.
  - Documentation of all work product related to Design Plan iterations
  - Design Plan iterations to include graphic illustrative plans and renderings as required.
  - Photographic information and documentation of the process.
  - Final recommendations of economic and redevelopment consultants, including any market analysis and strategies prepared during the process.
  - Succinct descriptions of all recommendations.
  - A list of specific actions that should be taken and scoring by level of urgency and overall priority.
  - Redevelopment strategies with possible financing and funding options.
  - Possible capital improvements program.
  - Targets for measuring victories and overall successes, with quantifiable results.
  - Summaries of all meetings and analysis which led to design decisions.
  - Phasing plans.
  - Phased implementation techniques.
  - Cost projections tied to project phasing.

2. As required by our process we will also include the following products for this phase:
- Invitations to stakeholder meetings
  - Educational materials for web publication
  - Meeting flyers in paper and digital format
  - Meeting notes
  - Website/Facebook/Twitter outreach

## **DESIGN TEAM MEMBERS**

Expected Design Team members and their potential roles are as follows:

Mark Miller, AIA:	Urban Design and facilitator
Michael Campbell:	Urban Design and rendering
Jay Kilpatrick, AICP:	Public input meetings facilitator and planning expert.
Lynnee Wells, AICP:	Public input meetings facilitator and planning expert.
Robert Petko:	Urban Design, landscape & streetscape design and facilitator.
Terry Sanford:	Public input meetings facilitator and redevelopment expert.
Sharon Woods:	Economist and Market Strategy
Steve Willobee:	Redevelopment expert
Pete LaMourie, PE:	Transportation expert
Jack Barr, PE:	Infrastructure

The above members of the team represent the core group of professionals which will be involved within the process. We anticipate that there may be a need to include additional urban designers and renderers as part of the team, and due to our past working relationships with the staff and students of the Andrews University Architectural and Planning Department, we propose to include them as part of our team on an as needed basis.

## ATTACHMENT B

### CLARIFICATION OF PUBLIC INPUT COMPONENT – CITY OF WYOMING SUBAREA PLAN

NEDERVELD ■ WILLIAMS & WORKS ■ LANDUSE USA ■ PROGRESSIVE AE ■ SME

February 24, 2010

Although a significant portion of public input is contained within Phase 2 of our previously submitted Approach Plan, we also weave public participation throughout our entire scope. This is due to a core belief within our team that public participation, review and input can typically create far more relevant solutions. The following highlights the public participation components of our Approach Plan along with the team members who will be involved. Phases and tasks are numbered relative the Approach Plan.

#### PHASE 1: COMMUNITY CONDITIONS INVENTORY ANALYSIS

**Task 2: Background and Baseline Data:** Part of this task will include what we refer to as a *windshield analysis* of the corridor, in which we would include any interested committee members and selected citizens and stakeholders to participate in a tour of the sub area. This would allow participants (both consultant team and stakeholders) to tour and discuss initial impressions, representative perspectives, opportunities, constraints and lessons learned to date.

It would be our anticipation that this would be most effective as a walking tour, but it may also include both driving and walking elements. The following members of our consultant team will be involved with this exercise:

- Jay Kilpatrick – Williams & Works – *co-facilitator of tour*
- Lynee Wells – Williams & Works – *co-facilitator of tour*
- Mark Miller – Nederveld
- Terry Sanford – Nederveld
- Sharon Woods – LandUse USA
- Steve Willobee – Soil and Materials Engineers
- Robert Petko – Progressive AE
- Pete LaMourie – Progressive AE

#### PHASE 2: PUBLIC INPUT PROCESS

**Task 1 Ideas Workshop:** The Ideas Workshop provides the formal kick-off to the public involvement efforts of the subarea planning process. This workshop is anticipated to be an entire day of activities, divided into the following sessions:

*Educational component:* This initial session will review the baseline information and analysis that was developed in Phase 1. This will be a PowerPoint presentation narrated by the consultant team and will also provide a summary in the form of a brief take-away document. This component will be presented by the following members of the consultant team:

- Lynee Wells – Williams & Works
- Mark Miller – Nederveld
- Sharon Woods – LandUse USA

*Precedent study component:* This session will share digital and graphic images of development types throughout Michigan and beyond and discuss different planning and zoning techniques available. This will likely involve some element of visual preference using either real-time interactive polling technology, paper/pencil or show of hands to allow participants to rate and rank alternative design elements. This component will be presented by the following members of the consultant team:

- Mark Miller – Nederveld
- Lynee Wells – Williams & Works
- Robert Petko – Progressive AE
- Jay Kilpatrick – Williams & Works

*Table Topic Workshop:* Following the educational and precedent study components, stakeholders will select from a list of “table topics” and participate in a facilitated roundtable conversation about relevant topics facing the subarea. Each table will be facilitated with a professional expert from the consultant team in a given topic. While we may review and refine our topics, due to previous input and collaboration with the committee, our team would anticipate the following members and topics:

- Urban Design: Mark Miller - Nederveld
- Market Strategy and Economics: Sharon Woods – LandUse USA
- Redevelopment: Steve Willobee – SME and Terry Sanford - Nederveld
- Walkability/Connectivity: Lynee Wells – Williams & Works
- Streetscape and Landscape: Robert Petko – Progressive AE
- Neighborhoods: Jay Kilpatrick – Williams & Works
- Transportation: Pete LaMourie, PE – Progressive AE
- Infrastructure: Jack Barr, PE - Nederveld

We expect that stakeholders will be able to participate in multiple table topic sessions, so that our team can get a broader cross section of public input. These sessions may typically last about 45 minutes, which will allow for participants to visit multiple tables.

**Task 2 Stakeholder Interviews:** As part of our public input component, our team will conduct one-on-one interviews with key individuals to provide a deeper understanding of their specific ideas, perspectives and visions. These private interviews will allow participants an opportunity to speak freely in far greater detail than may be available in a public session. We would anticipate approximately ten (10) to fifteen (15) of these interviews, but are flexible in the number if more are required. This type of format has proven to be beneficial in attaining critical information, in many of our past projects, including the Belknap Neighborhood Area Specific Plan.

We also will coordinate with members of the steering committee to insure their involvement in these meetings, if such involvement is required. The members of our team that we expect to be involved with these interviews include the following:

- Mark Miller – Nederveld
- Lynee Wells – Williams & Works
- Sharon Woods – LandUse USA
- Jay Kilpatrick – Williams & Works

**Storefront Interface:** As an additional part of our public input component, we include staffing a storefront within the subarea corridor as an opportunity for residents, business owners, property owners, staff and other officials to drop-in to discuss matters related to the corridor. Our scope includes staffing the storefront at regular hours for approximately 2 to 4 hours per week, for 8 weeks during phase 1 and phase 2, in order to allow for a face to face interface in order to increase the range of voices, opinions and concerns. We anticipate that this storefront space would be donated, as we do not include rental of a space in the scope. This “storefront” may also be a coffee house, a library or even a space in city hall, but should have consistent hours at a consistent location. Members of the team who will staff the storefront:

- Lynee Wells – Williams & Works
- Mark Miller – Nederveld

### **PHASE 3: DESIGN**

During our design phase, we will have various feedback loops to review and take input on the design concepts as they evolve. These input sessions will be in various formats to facilitate broader input.

**Design Meeting 1:** This event will be a public day-long event, divided into the following sessions.

*Existing Conditions Review:* Design meeting 1 will again commence with a walking tour of the area to familiarize participants with the existing conditions (it is anticipated that this group may be different than the group involved in the *windshield analysis* from Phase 1).

- Mark Miller – Nederveld
- Lynee Wells – Williams & Works
- Sharon Woods – LandUse USA
- Robert Petko – Progressive AE

*Summary of Findings and Analysis:* Our team will present various topics from previous public input which will provide background and inspiration for the table design exercises. These sessions will review design, economic, redevelopment, transportation and walkability elements. It is anticipated that the same members from Phase 1 will briefly present the relevant topics.

- Urban Design: Mark Miller - Nederveld
- Market Strategy and Economics: Sharon Woods – LandUse USA
- Redevelopment: Steve Willobee – SME and Terry Sanford - Nederveld
- Walkability/Connectivity: Lynee Wells – Williams & Works
- Streetscape and Landscape: Robert Petko – Progressive AE
- Neighborhoods: Jay Kilpatrick – Williams & Works
- Transportation: Pete LaMourie, PE – Progressive AE
- Infrastructure: Jack Barr, PE - Nederveld

*Design Exercise:* The first iteration Design Plans will be presented to the stakeholders. Participants will break into small groups at individual tables, which will be facilitated by one of our design professionals. Each of these tables will review all of the various illustrative concept plans and participants will be encouraged to take part in adding to the designs, revising the designs, and creating new designs with markers and trace paper. It is anticipated that the same members of our team participating in the summary of findings session will be available for this design exercise, although we would anticipate that some of them will not be required for this actual design exercise. Our facilitators will therefore most likely include:

- Mark Miller – Nederveld
- Robert Petko – Progressive AE
- Lynee Wells – Williams & Works
- Sharon Woods – LandUse USA

**Design Meeting 2:** This event will be a public half-day session in which the refined concepts will be presented to the entire group with an exchange of ideas and comments between the consultants and the participants. For this meeting our team will include:

- Mark Miller – Nederveld
- Lynee Wells – Williams & Works
- Robert Petko – Progressive AE

**Design Meeting 3:** This will be a private meeting to review progress to date between the consultant team and the steering committee. For this meeting our team will include:

- Mark Miller – Nederveld
- Lynee Wells – Williams & Works
- Robert Petko – Progressive AE

**Design Meeting 4:** This event will be a public half-day session in which the refined concepts will be presented to the entire group with an exchange of ideas and comments between the consultants and the participants. For this meeting our team will include:

- Mark Miller – Nederveld
- Lynee Wells – Williams & Works
- Robert Petko – Progressive AE

**Design Presentation 1:** This highly publicized event is a culmination of all efforts to date and will represent the unveiling of the plan with a presentation to stakeholders and the public. The presentation will review the process and products that ultimately led to the plan and its various components, analysis and recommendations. This meeting will be open to the public. For this presentation our team will include:

- Mark Miller – Nederveld
- Sharon Woods – LandUse USA
- Robert Petko – Progressive AE
- Lynee Wells – Williams & Works
- Pete LaMourie, PE – Progressive AE

In addition to these public input sessions, which are outlined in our Approach Plan, we also have included the following opportunities for input. While these are not necessarily direct “public input” sessions, they will offer important vetting opportunities for the plan as it is refined.

Phase 1: We have anticipated and included collaboration between our team and the steering committee in what was referred to as “on-going committee collaboration” in the Approach Plan. This collaboration will most likely be facilitated by Mark Miller, Lynee Wells and/or Robert Petko.

Phase 3: We have included two (2) MDOT meetings and an additional steering committee meeting during this phase. In the case of the MDOT meetings, at least Pete LaMourie, Robert Petko and Mark Miller will be in attendance.

Attachment C

*Megan and Tim*

*In an attempt to address an earlier request and craft the contract for this project, I have been trying to pull together the media consultant component that you had requested. Below you will find a four point process that Andy Guy, from Wondergem, has recommended in regards to my conversations with him regarding this project and his subsequent phone conversation with Megan.*

*Please review this information and let me know what you think. Andy's proposed four point plan is in Calibri font and my comments will be in New Times Roman, italicized.*

Mark,

After talking with you and Megan, and reviewing your team's approach, I generally understand the DDA/City's goals and your team's approach.

Here below is a brief summary of proposed PR activities to align with and support those activities. Generally speaking, the goal of the PR program would be to frame the significance of the initiative, ensure it communicates relevant information and ultimately that the initiative is correctly understood by key audiences and stakeholders.

I feel the development of a comprehensive formal budget depends on certain yet-to-be-determined factors and unanswered questions, so I'm breaking this down as a series of options for the client to consider.

One and two below are basic. Three and four perhaps are dependent on the outcomes of #1 and the client's overall communication goals for the initiative and beyond.

**1. Develop media plan/strategy**

- Planning meeting with client
- Define specific communication goals
- Draft thorough situational analysis
- Prioritize audiences
- Design key and compelling messages
- Define objectives, strategies and tactics
- Develop implementation timeline
- Budget - \$1,350 (8 hours)

*Because we feel that this is an important component to the planning process, it will be imperative that we start out on the right foot in regards to a PR campaign. This is the first step in that process and would be a mandatory starting point no matter what happens in the following three options.*

## **2. Media communication**

- Draft media advisory and/or release
- Review/revise with client
- Distribute to media
- Followup with media
- Budget - \$1,350 (8 hours) per distribution
- We recommend organizing media (3) distributions to announce the project, report preliminary findings (such as market study or corridor report card) and present final recommendations

*This is a basic interface that will be critical to the PR agenda that is established - a baseline to build the program from. My feeling is that this is probably about where the other consultant was within their scope outline, although this would strive to do more than announce meetings times.*

*The total increase in the project fee including items #1 and #2, from Wondergem, would be (assuming 3 media distributions) \$5,400. I would also recommend that Lynee Wells (Williams and Works) and myself be included in the first meeting (item #1), which would add \$800 to our current scope.*

*That means our overall scope change for adding the PR component (represented by items #1 and #2) is \$6,200. This is represented in the overall contract amount.*

*Additionally, based on extensive conversations with Wondergem, it is recommended that we frame the issue to stimulate an open/frank conversation about the challenges and opportunities confronting the corridor. This re-framing may require more background, context and sophistication in the communication and that is where the following two elements come into play. It should be noted that these two items (#3 and #4) are NOT included in the current contract amount and will need to be addressed once PR item #1 is completed, at the city's option.*

## **3. Enhanced media relations**

- Develop/manage media/stakeholder event around key milestones, such as the proposed Ideas Workshop.
- Research/identify more substantial story angles/opportunities and craft/execute pitches directly with reporters
- Facilitate editorial board meeting(s)

#### **4. Enterprise media**

- Develop concept and platform such as Facebook, Twitter, etc linked to DDA site
- Build audience
- Regularly generate and manage content throughout the planning project (this info should be integrated directly with media and other public communication)

Three and four above involve a variety of variables that will influence relevance to and budget for the project. Much of this would gain needed clarity through a little more conversation with project leaders, the initial project organizing meeting and the process of developing the communication plan.

Attachment D

**City of Wyoming 28th Street Sub Area Plan Fee Proposal**

This fee proposal is correlated to the previously submitted Approach Plan. The previously submitted Approach Plan is included immediately following this fee proposal for reference and specific descriptions of each phase and task.

**PHASE 1 COMMUNITY CONDITIONS INVENTORY AND ANALYSIS**

Task 1: On-going Committee Collaboration	\$2,100.00
Task 2: Background and Baseline Data, including: <i>Engineering and Infrastructure Analysis</i>	\$9,000.00
Task 3: Establish Guiding Principals and Values	\$1,600.00
Taks 4: Comprehensive Market Strategy, including: <i>Market Analysis</i> <i>Market Strategy: Land Use Analysis</i> <i>Economic Overview</i> <i>Market Strategy: Land Use Reccommendations</i>	\$11,250.00
Phase 1 Products, including: <i>Figure Ground and Existing Conditions Map</i> <i>Corridor Report Card</i> <i>Social Networking and Website</i>	\$2,000.00

<b>Phase 1 Subtotal</b>	<b>\$25,950.00</b>
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**PHASE 2 PUBLIC INPUT PROCESS**

Task 1: Ideas Workshop, including: <i>Planning and Preparation of Ideas Workshop Meeting</i> <i>Conduct Meeting and Meeting Facillitation</i> <i>Follow-up Report</i>	\$8,700.00
Task 2: Stakeholder Interviews (assuming 10 total), including: <i>Identify topics and objectives</i> <i>Work with City on invites</i> <i>Conduct Interviews</i> <i>Follow-up Report</i>	\$7,500.00
Phase 2 Products, including: <i>Storefront Staffing (8 weeks - 2 hours per week)**</i> <i>Invititations, Educational Materials, Flyers, Notes, Etc.</i>	\$3,200.00

<b>Phase 2 Subtotal</b>	<b>\$19,400.00</b>
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### PHASE 3 DESIGN

Task 1: Iteration / Feedback Loop 1, including:	\$14,300.00
<i>Design Plan 1</i>	
<i>Design Meeting 1</i>	
<i>MDOT Meeting 1</i>	
Task 2: Iteration / Feedback Loop 2, including:	\$6,700.00
<i>Design Plan 2</i>	
<i>Design Meeting 2</i>	
Task 3: Iteration / Feedback Loop 3, including:	\$6,200.00
<i>Design Plan 3</i>	
<i>Design Meeting 3</i>	
<i>MDOT Meeting 2</i>	
Task 4: Iteration / Feedback Loop 4, including:	\$2,550.00
<i>Design Plan 4</i>	
<i>Design Meeting 4</i>	
Task 5: Final Feedback Loop, including:	\$4,600.00
<i>Design Plan 5</i>	
<i>Design Presentation 1</i>	
<i>Steering Committee Meeting</i>	
<i>Planning and City Commission Meeting</i>	
Phase 3 Products, including:	\$3,200.00
<i>Final Document preparation, publication and printing</i>	

<b>Phase 3 Subtotal</b>	<b>\$37,550.00</b>
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<b>Total Project Fee</b>	<b>\$82,900.00</b>
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Total Project Fee is a fixed fee which includes the total project cost. This total project cost includes the cost for all services required to complete the proposed scope of services, as outlined in the attached Approach Plan and is inclusive of all expenses, including but not limited to mileage, copies, postage, telephone calls, meetings, documentation and staff time.

\*\* Storefront Staffing fee does not include acquisition of storefront or rent of storefront. The consultant assumes that a storefront space can be donated in order for this public input line item to be completed.



Subject to the approval of the City's Purchasing Department, the Bidder may sublet the item or items of work so stipulated below, provided the name and signature of the subcontractor is listed in the space provided.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING THE WORK	DESIGNATED ITEMS
Williams + Works	Planning, Public Input, Inventory + Analysis
LandUse USA	Market Strategy
Progressive AE	Transportation, Planning, Design
Soil and Materials Engineers	Redevelopment Strategy

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

Signed [Signature]

Signed [Signature]

By Joy Kilpatrick, Williams+Works

By Steve Willobee, SME

Address 549 Ottawa Ave NW

Address 2663 Eston Rapids Road

Grand Rapids, Michigan 49503

Lansing, MI 48911

Signed [Signature]

Signed \_\_\_\_\_

By Sharon Woods, LandUse USA

By \_\_\_\_\_

Address 6971 Westgate Drive

Address \_\_\_\_\_

Lake Victoria, Michigan 48848

\_\_\_\_\_

Signed [Signature]

Signed \_\_\_\_\_

By Pete LaMouie, Progressive AE

By \_\_\_\_\_

Address 1811 Four Mile Rd.

Address \_\_\_\_\_

GRAND RAPIDS, MI 49525

\_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FROM  
ACCIDENT FUND INSURANCE COMPANY OF AMERICA AND  
TO AUTHORIZE EXECUTION OF THE SERVICE AGREEMENT

WHEREAS, the Accident Fund Insurance Company of America (AFC) provides administration of the City of Wyoming's workers' compensation program and excess liability coverage, and

WHEREAS, as detailed in the attached memorandum, AFC has submitted a two year proposal to continue providing services to the City of Wyoming with no increase to the current rate, and

WHEREAS, City staff has reviewed the proposal provided by the AFC and the revised Service Agreement and recommends acceptance of the proposal and execution of the Service Agreement, now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby approve acceptance of the proposal from AFC for continued administration of the workers' compensation program and excess liability coverage and authorizes the Mayor and City Clerk to execute the Service Agreement, and

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby authorize the City Manager to acknowledge acceptance of the renewal and future renewals in accordance with budget authorization.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Attachments: Memorandum  
Service Agreement

**MEMORANDUM** Human Resources  
City of Wyoming

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**TO:** Curtis Holt, City Manager

**Cc:** James Kohmescher, Director of Administrative Services  
Tim Smith, Finance Director

**FROM:** Kimberly Oostindie, Human Resources Supervisor

**DATE:** May 19, 2010

**RE:** Accident Fund Renewal

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Attached is renewal information from Accident Fund Insurance Company of America (AFC) for administration of the City's workers' compensation program and excess liability insurance coverage.

AFC is proposing a two year renewal, with no increase to the current rates. The service and excess rates are a percent of the manual premium and will remain at 2.322% and 2.913%. The manual premium is calculated by multiplying the rate per position classification by the last audited payroll. The payroll is audited annually, with the next audit scheduled for October of 2010.

The following represents a summary of the 2008-2010 renewal and the proposed 2009-2011 renewal:

	July 1, 2008	July 1, 2009	July 1, 2010	July 1, 2011
Service Fee*	\$27,625	\$27,869	\$24,025	\$24,025
Excess Premium*	\$35,271	\$34,964	\$30,141	\$30,141

\*based on percentage of estimated payroll and changes with annual payroll audit in October of each year

Based on the proposed rates and the last audited payroll, the excess premium and service fee totals \$54,166 on an annual basis, with the City being billed quarterly. The quarterly invoice will be adjusted after the next payroll audit.

During the renewal process, we requested a quote from AFC to provide the City with a cost to provide aggregate coverage. It is not recommended we accept the aggregate coverage at this time, as our claims have been decreasing and the cost to add aggregate coverage increases the excess premium by over \$31,000.

It is recommended the City continue to contract with AFC for administration of the City's workers' compensation program and excess liability coverage. Funds for these services are available from the insurance fund.

Attachments: Manual Premium Calculation  
Renewal Analysis  
Renewal Agreement

# Manual Premium Calculation

City of Wyoming  
7/1/2010

Code	Classification	Rate	Payroll	Premium
4299	Printing	3.22	53,789	1,732
5509	Street Or Road Maintenance, Construction Or Reconstruction By State.	5.53	3,088,355	170,786
7520	Waterworks Operation And Drivers	6.04	1,650,190	99,671
7580	Sewage Disposal Plant Operation And Drivers	4.17	2,064,116	86,074
7704	Firefighters And Drivers	7.08	2,055,685	145,542
7720	Police Officers And Drivers	5.40	6,870,791	371,023
8395	Automobile Repair Facility	5.10	289,287	14,754
8810	Clerical Office Employees Noc	0.33	5,589,413	18,445
8868	College: Professional Employees And Clerical	0.87	35,094	305
9015	Buildings--Operation By Owner Or Lessee	6.37	596,512	37,998
9102	Park Noc--All Employees And Drivers	4.13	1,822,747	75,279
9410	Municipal, Township, County Or State Employee Noc	1.48	883,731	13,079

24,999,710

1,034,688

Total Policy Period Manual Premium

RECEIVED  
MAY 13 2010

HUMAN RESOURCES

Accident Fund In  
Confidential

Accident Fund Insurance Company of America  
Confidential

City of Wyoming				
07/01/2010 Renewal Analysis				
Prepared 5-11-2010				
		Last Audited	Renew Expiring	Add Aggregate Coverage
Payroll		24,999,710	24,999,710	24,999,710
Manual Premium		1,189,711	1,034,688	1,034,688
Specific Retention		500,000	500,000	500,000
Aggregate Retention		None	None	1,000,000
Retention Period		None	None	One Year
Employer Liability Limit		1,000/1,000/1,000	1,000/1,000/1,000	1,000/1,000/1,000
Aggregate Limit		None	None	5,000,000
Specific Limit		Statutory	Statutory	Statutory
Excess Rate Per Manual		2.913%	2.913%	5.975%
Service Rate Per Manual		2.322%	2.322%	2.322%
Excess Premium		34,657	30,141	61,818
Service Fee		27,625	24,025	24,025
Package		62,282	54,166	85,843
Commission Included in Premium Above				
Excess Commission		-	-	-
Service Commission		-	-	-
Total Commission		-	-	-

## SERVICE AGREEMENT

In consideration of the mutual covenants herein contained, Accident Fund Insurance Company of America, hereinafter referred to as "Accident Fund", does contract and agree with City of Wyoming, hereinafter referred to as the "Employer", as follows:

### Section 1 - Term of Agreement

The period of this Agreement shall be continuous, effective as of 12:01 a.m., July 1, 2010 to July 1, 2012, or until canceled, as provided in Section 8.

The services to be performed by the Accident Fund under this Agreement are as follows:

1. As third party administrator, act as advisor and representative of the Employer in all matters pertaining to any and all obligations and requirements of the Employer as imposed by the Workers' Disability Compensation Act of the State of Michigan.
2. Compile and file notices, reports, and forms required by the Workers' Disability Compensation Act upon receipt of the first report of injury from the Employer.
3. Conduct such investigations as the Accident Fund and the Employer deem necessary to determine the obligation the Employer may have under the Workers' Disability Compensation Act. Negotiate the settlement of and/or effect the compromise of any claims or suits arising out of such obligation, with prior approval from the Employer.
4. Make payments due, from an Employer-provided loss fund, on all claims utilizing a payment system mutually acceptable to the Employer and the Accident Fund.
5. Perform general administration of all other details pertaining to the Employer's obligations to its employees under the Michigan Workers' Disability Compensation Act of the State of Michigan.
6. Assist the Employer in preparing for and will attend all scheduled hearings before the Bureau of Workers' & Unemployment Compensation.
7. Arrange for and provide the defense of any claims, suits, or other proceedings arising out of, or claimed to arise out of, such obligations. Legal fees, costs, expert witness fees, outside investigator fees, and other allocated loss expenses shall be funded from the Employer-provided loss fund by Employer.
8. Provide standard monthly reports detailing the status of all reported claims. The report will provide summary information for each claim, including the name of claimant, description of injury, date of injury, amount paid to date, current status, and the outstanding liability existing at the time of each report. An "ad hoc" reporting system is also available. Depending on the complexity of the report and the availability of the data, there may be a nominal programming charge involved on some requests.

9. Price provides service for up to 12 months after expiration date of contract. Claim handling services are for the "life of partnership". Our annual service fee provides claim handling through 12 months following the last policy expiration date. Each policy renewal extends claims handling services for all consecutive policies in force. Should our partnership end, we provide 12 months of additional claim handling. Following the 12 month extension, we would negotiate services through resolution of all claims or agree to a transfer to an acceptable TPA or carrier.

Notwithstanding Employers obligation to pay claim servicing fees, Accident Fund shall handle all claims with dates of injury or disease within the Agreement until conclusion of the claims, unless relieved by the Michigan Workers' Compensation Agency, in writing, of the responsibility for handling claims.

10. Accident Fund to do 1099's for all payments made to medical providers.
11. Continue with all normal reporting and provide on-line file access to the Employer until all claims covered by the term of this agreement have been resolved and closed. Should there be any system changes that affect file access, the Accident Fund will provide programming support to maintain on-line access at the Employer's expense.

### **Section 2 - Payment/Service Fee**

Service and minimum fees shall be determined for each annual period as defined in Section 1 and shall be effective on any anniversary date of the Agreement's original effective date.

The Service Fee payable by this Employer to the Accident Fund in consideration of the services described above shall be:

The annual workers' compensation fee is based on a percentage of manual premium and subject to annual payroll audits.

	Workers' Comp. Administration Fee	Rate Per % of Manual Premium	Health Care Rules Administration	Medicare Reporting Annual Fee	Safety Services Days
2010-2011	\$24,025.00	2.322%	Included	Included	None
2011-2012	\$24,025.00	2.322%	Included	Included	None

The service fee will be billed on a quarterly basis.

### **Section 3 - Claim Reporting and Handling**

#### **A. Funding**

The Employer will make funds available to the Accident Fund for claim payments and for allocated loss expense in advance of any payment. The Accident Fund will not be responsible for any payments unless these funds are provided in advance. The funds will be provided as follows:

The employer will establish a loss fund of a mutually agreed upon amount with the Accident Fund. Additional deposits to the loss fund will be requested as needed and will be supported by a detail register of payments made.

The Accident Fund will have the right to deposit and commingle in standard banking accounts all monies which are provided and retain any interest earned thereon.

## **B. Handling**

The Employer agrees to report all claims to the Accident Fund which fall under the definition of claim included with this Agreement.

Control of day-to-day work and office procedures rests with the Accident Fund. The Accident Fund will control and direct the manner and means by which its work is to be performed subject to the limitations stated in Section 3(C) SETTLEMENT AUTHORITY; which provides for prior approvals and special handling.

The Accident Fund agrees to maintain a complete claim file on each reported claim, which will be available for inspection with reasonable notice. All closed indemnity files will be retained by the Accident Fund for 3 years after closure. All other claim files will be retained for 2 years after closure. Claim files will be made available to the employer, upon request at no charge.

The Accident Fund will advise the Employer's Excess Coverage Carrier of any claim against the employer, as required, assuming any penalties imposed as a result of the Accident Fund's late reporting.

## **C. Settlement Authority**

The Employer hereby limits the Accident Fund claim settlement authority as described below:

- Advance notification of denial or disputes
- Prior approval of all settlements
- Prior approval of all attorney assignments
- Prior approval of any single payment in excess of \$5,000.00

## **Section 4 - Compliance with Law**

Both the Accident Fund and Employer will comply with all federal, state, and local laws, ordinances, rules, and regulations particularly applicable to workers' compensation activities and obligations under this Agreement.

## **Section 5 - Non-Solicitation of Employees**

Both parties agree not to solicit the services of or employ (without prior written consent) any employee of the other party who participates while this Agreement continues and for a period of six (6) months thereafter.

## **Section 6 - Indemnification**

The Employer agrees it will indemnify and hold harmless the Accident Fund against all losses, actions, proceedings, claims, demands, costs, damages, and expenses to which the Accident Fund may be subjected by any person, firm, and company whomsoever as a consequence of the Employer's negligence, gross negligence or willful misconduct in the performance of its obligations under this Agreement. This obligation survives the term of this Agreement.

The Employer shall hold the Accident Fund free of all liability for any penalties, fees, fines, costs, and/or any other charges which are imposed due to delinquent medical payments caused by the Employer's delay in forwarding bills to the Accident Fund for payment.

The Accident Fund agrees it will indemnify and hold harmless the Employer against all losses, actions, proceedings, claims, demands, costs, damages and expenses to which the Employer may be subjected by any person, firm and company whomsoever as a consequence of the Accident Fund's negligence, gross negligence or willful misconduct in the performance of its obligations under this Agreement. This obligation survives the term of this Agreement.

### **Section 7 - Confidentiality/Nondisclosure**

The Accident Fund and the Employer agree that they shall restrict the use or disclosure of all nonpublic personal and proprietary information, written or oral, including electronic data, concerning their respective companies and customers obtained in connection with the performance of the responsibilities specified in this Agreement. Both parties shall comply with all laws and regulations pertaining to the confidentiality of financial, medical, and other information. Both parties will put forth their best efforts to prevent the unauthorized disclosure, use or duplication of such information by third parties, except as required by law and/or necessary for each party to perform their respective obligations under the terms of this Agreement. Any disclosure made otherwise shall be deemed unauthorized unless prior written consent of the affected party is obtained.

### **Section 8 - Cancellation of this Agreement**

This Agreement may be canceled by either party giving to the other party sixty (60) days written notice setting forth the reason for the Cancellation and the date upon which Cancellation is to be effective. In the event of Cancellation, the Employer must pay the Accident Fund the balance of any monies owing to the Accident Fund through the effective date of the Cancellation within fifteen (15) days of the effective date of the Cancellation.

### **Section 9 - Modifications**

This contract represents the entire agreement between the parties and may be modified only in writing. Accident Fund reserves the right to modify fees if it is determined that the historical data upon which Accident Fund fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in the Employer's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement.

### **Section 10 - Definitions**

#### **DEFINITIONS - SERVICE AGREEMENT**

- A. ALLOCATED LOSS EXPENSE means any cost or expense incurred as a result of exercising our right to engage the service of firms or persons outside our organization for work in connection with the investigation, adjustment, settlement, or defense of a particular claim with prior approval of the Employer. Allocated loss expense includes, but is not limited to, subrogation; rehabilitation; automobile appraisal; all court costs, fees, and expenses; fees for services of processes; fees to attorneys; the cost of services of undercover operations and detectives; fees of independent adjusters or attorneys for investigation or adjustment of claims in areas removed from reasonable access to our salaried employees; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, chemical or physical analyses, or giving expert advise or opinion; the cost of copies of transcripts of testimony at coroner's inquests or criminal or civil proceedings; the cost of obtaining copies of any public records; and the costs of depositions and court reporter or recorded statements. Allocated loss expense is not included in either the minimum contract fee nor the claims service fees. Allocated loss expense is not subject to the settlement authority limit. Penalties assessed for the late reporting of a claim are not included in allocated loss expense nor in the service fee.
- B. CANCELLATION means the revocation of this contact prior to the end of the contract period stated in Section 1.
- C. CLAIM(S) means each monetary demand against the Employer based upon damage(s) resulting from bodily injury to a covered worker if the demand:
1. Is based on or arises out of an occurrence which takes place during the term of this agreement or, in the event of cancellation, is based on or arises out of an occurrence which takes place during the term of this agreement and prior to the effective date of such cancellation.

- D. SERVICE FEES means the amount owing to the Accident Fund as set forth in Section 2. Service fees do not include allocated loss expenses or claim payments.
- E. LOSS FUND means the money which the Employer has made available to the Accident Fund for use in paying allocated loss expense and claim payments on the Employer's behalf.
- F. MINIMUM SERVICE CONTRACT FEE means the minimum amount which the Employer must pay to the Accident Fund for services rendered. This fee is set forth in Section 2.

## **Section 11**

### **ADDITIONAL SERVICES**

#### **1. MEDICAL COST SAVINGS**

Through the use of a Preferred Provider Network, the Employer agrees to pay the Accident Fund 22% of the savings that are derived by using the Preferred Provider Network, after application of the Michigan Health Care Services Rules and Michigan Workers' Compensation Fee Schedule.

For use of the Pharmacy Program, Accident Fund will apply a dispensing fee per prescription to each claim. Employer agrees to pay Accident Fund 22% of savings derived from the ingredient costs of prescriptions filled.

#### **2. LOSS PREVENTION SERVICES**

Loss Prevention services are available at the rate of \$1,000.00 per day. The Employer will request Loss Prevention services as needed and said services will be billed quarterly.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the respective dates hereunder indicated.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Date)

BY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Date)

WITNESS:

Michael A Wood  
Accident Fund Insurance Company of America

5/25/10  
(Date)

BY:

Michael K. Britt  
Michael K. Britt, President  
Accident Fund Insurance Company of America

5/25/10  
(Date)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE CHANGE ORDER NUMBER ONE  
FOR THE GEZON PUMPING STATION IMPROVEMENT PROJECT

WHEREAS, on May 19, 2008, City Council adopted Resolution #22930 which authorized award of bid to Franklin Holwerda Company for pump improvements at the Gezon Pumping Station, and

WHEREAS, a change order is being requested as detailed in the attached memorandum from the City's Water Plant Superintendent, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize change order number one as summarized in the attached memorandum and authorizes the Mayor and City Clerk to execute the change order.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above resolution be adopted.

Motioned carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Attachments: Memorandum  
Change Order Number One

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

## Memorandum

---

**To:** Curtis Holt, City Manager  
**From:** Gerald Caron, Superintendent  
**Date:** June 14, 2010  
**Re:** Change Order #1 for Gezon Pump Station Project

---

On May 19, 2008 the Wyoming City Council awarded a contract to the Franklin Holwerda Company for pump improvements at the Gezon Pumping Station. The contract amount for the project was \$432,500.00. At the time of award a 5 percent contingency (\$21,625.00) was also authorized for unplanned expenses.

We are now nearing completion of the Gezon Pumping Station project. We have, however, needed to make a few changes as the work is completed. The scope of the changes can be seen on the Change Order #1 document. Specifically, we needed to modify the computer controls (SCADA) for the new Gezon pump #4 so that it could be monitored at the Byron Gaines remote sites. The cost for the program change was \$12,829.00. We also needed to add an air release valve to Gezon pump #4 at a cost of \$720.00. In addition we accepted two credits totaling \$1,500.00. The net change in cost in the change order is \$12,049.00.

In conclusion, I recommend that the City Council approve Change Order #1 to the Gezon Pumping Station Miscellaneous Pump Improvement Project at a cost of \$12,049.00. The revised total project cost with Change Order #1 is \$444,549.00 and is budgeted in account 591-591-57300.986.468.

cc: Bill Dooley

WYOMING, MICHIGAN  
DONALD K. SHINE WATER TREATMENT PLANT

GEZON PUMPING STATION - MISCELLANEOUS PUMP IMPROVEMENTS

CHANGE ORDER NO. 1

A. SCOPE. Change Order No. 1 consists of pages CO1-1 and CO1-2, and covers the following changes to the scope of work for the project.

B. GENERAL

All work to be completed in accordance with applicable requirements of the Contract Documents.

1. Instrumentation and Control Programming - Byron Gaines. Modification of the control programming at remote sites (Byron-Gaines) for the new Pump No. 4.

This change results in an increase of \$12,829.00 to the Contract Price.

2. Delete Witnessed Testing Requirement for Pump No. 3. The Specifications require that witnessed testing be provided for performance testing of the new pump bowl assembly for Pump No. 3. This requirement is waived and in lieu of witnessed testing a certified performance test report is to be provided.

This change results in a decrease of (\$500.00) to the Contract Price.

3. Air Release Valve Installation. Provide and install an air release valve with associated drain piping and isolation valve on the discharge piping of new Pump No. 4.

This change results in an increase of \$720.00 to the Contract Price.

4. Pump Efficiency Credit. Pump No. 3 specified efficiency is 85 percent. Certified performance tests indicated efficiency was 83 percent. Acceptance of the pump is allowed per the specified efficiency penalty clause of \$500 per percentage point below the specified requirement.

This change results in a decrease of (\$1,000.00) to the Contract Price.

By reason of this Change Order No. 1, the Contract Price shall be increased by \$12,049.00 to \$444,549.00.

SUMMARY

Original Contract Amount	\$432,500.00
Change Order No. 1	\$12,049.00
Revised Contract Amount	\$444,549.00

All other provisions of the contract remain unchanged.

*This Change order constitutes a full and complete settlement of the matters set forth herein; including all direct and indirect costs for equipment, manpower, overhead, profit and time. This settlement also is limited to and applies to any claims arising out of or in account of the matters described and set forth in this agreement.*

Recommended by:

BLACK & VEATCH  
(Engineer)



David S. Koch, P.E.  
Project Manager

CITY OF WYOMING, MICHIGAN  
(Owner)



Gerald H. Caron  
WTP Superintendent

Approved as to form:

\_\_\_\_\_  
Jack R. Sluiter  
Counsel, City of Wyoming

Accepted by:

FRANKLIN HOLWERDA COMPANY  
(Contractor)



Name: Barry L. Lind  
Title: Proj. Mgr.

Accepted by:

CITY OF WYOMING, MICHIGAN  
(Owner)

\_\_\_\_\_  
Jack Poll, Mayor

\_\_\_\_\_  
Heidi A. Isakson, City Clerk

Date \_\_\_\_\_

6/21/10

Public Works/WDD:nll

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
EAGLE TRAFFIC SIGNALS AND OPTICOM SYSTEM EQUIPMENT

WHEREAS, the City has standardized on the use of Eagle Traffic Signal and 3M Opticom System equipment at its signalized intersections, and

WHEREAS, Eagle Traffic Signal and 3M Opticom System equipment is only available in the State of Michigan from Carrier & Gable, Inc., and

WHEREAS, the City has budgeted \$85,000 for the purchase of the aforementioned equipment during 2010-11 to repair, update and install traffic signal and Opticom System equipment at various signalized intersections, and

WHEREAS, the City Attorney has historically ruled that items which are available from only a single source need not be bid in that the bidding of such items would constitute the performance of a needless and useless act, and

WHEREAS, funds for the purchase of the traffic signal and Opticom System equipment are budgeted in the Major Street Traffic Maintenance Supplies Account number 202-441-47400-775.000; now, therefore,

BE IT RESOLVED that the City Council does hereby authorize the purchase of Eagle Traffic Signal and 3M Opticom System equipment from Carrier & Gable, Inc. for fiscal year 2010-11, at the prices shown on the price quotation dated June 10, 2010, and

BE IT FURTHER RESOLVED, that 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.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the foregoing Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
HEIDI A. ISAKSON  
Wyoming City Clerk

Attachment

Resolution No. \_\_\_\_\_



**CARRIER & GABLE, INC.**

24110 Research Drive  
Farmington Hills, MI 48335  
(248) 477-8700 (248) 473-0730 • FAX

[www.carriergable.com](http://www.carriergable.com)

**QUOTATION**

Sales Quote Number **WY10 ACCESS**

Sales Quote Date: 06/10/10

Expires On: 06/30/11

Page: 1

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DENNY THORTON  
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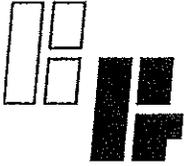
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Quote/Bid Ref: ACCESSORIES  
Shipment Within 4 - 8 WEEKS ARO  
Shipping Terms  
Terms NET 30 DAYS

Customer ID 2170  
Salesperson Mike Schasser

*ALL VALUES STATED IN U.S. DOLLARS*

Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
	ACCESSORIES				
101-2300	ITEM 70 CONTROLLER EPAC3108 M52 2ND RS232		1	2,970.00	2,970.00
91-1000	ITEM 80 DATA KEY, M52 CONTROLLER 2MB 5V		1	70.00	70.00
92GPS	ITEM 81 GPS ANTENNA & CABLE		1	267.00	267.00
173-3050	ITEM 82 TIME CLOCK, TR-3 GPS W/ GPS RECEIVER		1	650.00	650.00
160-2002	ITEM 90 MONITOR, 6 CH ENHANCED SSM6LEC		1	720.00	720.00
160-2012	ITEM 100 MONITOR, 12 CH UPLOAD SSM-12LEC		1	802.00	802.00
160-2100	ITEM 110 MONITOR, TS2 MMU-16LE SMART MONITOR		1	753.00	753.00
149-1001	ITEM 120 LOAD SWITCH I/O DISCRETE 200-OI		1	29.00	29.00
178-1000	ITEM 130 FLASH XFER RELAY MGCRFT W21ACPX-2		1	44.00	44.00
166-2936	ITEM 140 RELAY, MERCURY 60 AMP PAR-360 N.O. MAGNEC		1	94.00	94.00
460-1000	ITEM 150 FLASHER EDI MDL810-2 CIRCUIT		1	24.00	24.00



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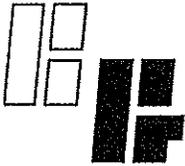
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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
160-3000	ITEM 160 POWER SUPPLY, 1.5 A RACK PS-175		1	199.00	199.00
460-2016	ITEM 161 POWER SUPPLY, CABINET TS2 PS-200		1	294.00	294.00
106-1000	ITEM 170 PUSHBUTTON ISOLATOR, DCI-82-242		1	47.00	47.00
141-NS0068	ITEM 171 46F2623 PR7 13.8 VDC POWER SUP		1	113.00	113.00
111-1250	ITEM 172 SURGE SUPPRESSOR, 120VAC 1PHASE SHA-1250		1	168.00	168.00
111-1251	ITEM 173 BASE, HARDWIRE FOR SHA-1250- BASE-A		1	33.00	33.00
460-2017	ITEM 174 BUSS INTERFACE UNIT, BIU700		1	240.00	240.00
77-1000	ITEM 180 DATA REPEATER, F.O.		1	950.00	950.00
167WYRADIO	ITEM 190 RADIO KIT, MDS LICENSED WYOMING		1	2,794.00	2,794.00
85-5010	ITEM 200 CABLE, IFS/MDS TO EPAC/EPIC		1	36.00	36.00
136-1000	ITEM 210 CABLE, RADIO 3/8" 100 FT ROLL		1	125.00	125.00

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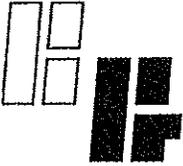
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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
126-3100	ITEM 220 POWER CABLE, CAMERA 6" NTSC		1	39.00	39.00
151-0138	ITEM 230 CABLE, OPTICOM MDL 138 (500 FT ROLL)		500	0.45	225.00
136-1001	ITEM 240 CONNECTOR, 3/8" CABLE		1	11.00	11.00
120-0500	ITEM 250 CABLE, VIDEO/3C POWER 500FT		1	742.00	742.00
110-1025	ITEM 251 CABLE, VERSICAM 500' ROLL IMSA 40-2		1	375.00	375.00
110-1022	ITEM 252 CABLE, VERSICAM 100' ROLL IMSA 40-2		1	75.00	75.00
120-1000	ITEM 260 CABLE, VIDEO/3C POWER 1000 FT		1	1,485.00	1,485.00
110-1030	ITEM 261 CABLE, VERSICAM 1,000' ROLL IMSA 40-2		1	750.00	750.00
126-3001	ITEM 270 CONNECTOR, BNC W/RUBBER BOOT		1	6.00	6.00
85-5000	ITEM 280 CABLE, EPAC/EPIC/MARC TO PC		1	38.00	38.00
160LD	ITEM 290 DETECTOR WITH HARNESS KIT		1	158.00	158.00
160LD4	ITEM 300 DETECTOR 4 CH. WITH HARNESS KIT		1	409.00	409.00



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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
160-4201	ITEM 310 DETECTOR, 2 CH RACK ORACLE 2E		1	199.00	199.00
160-4401	ITEM 320 DETECTOR, 4 CH RACK ORACLE 4E		1	305.00	305.00
160-301T	ITEM 330 DETECTOR, 1 CH SHELF LMD301T		1	128.00	128.00
160-0304	ITEM 340 DETECTOR, 4 CHANNEL SHELF LMD304		1	337.00	337.00
108-1010	ITEM 350 DETECTOR, MICROWAVE TC26-B		1	690.00	690.00
108-NS003283	ITEM 360 ISOLATION CARD FOR TC-26B NEMA RACK TYPE,		1	140.00	140.00
108-NS003284	ITEM 370 ISOLATION CARD,TC-26B SENSOR PANEL MOUNT		1	55.00	55.00
126-1001	ITEM 380 CAMERA, WIDE ANGLE WA4		1	1,986.00	1,986.00
126-1007	ITEM 390 CAMERA, VANTAGE COLOR CAM-RZ4A-WDR		1	2,142.00	2,142.00
126-1010	ITEM 391 CAMERA, VERSICAM		1	1,420.00	1,420.00
126-1015	ITEM 392 MODULE, VERSICAM RACK MOUNT		1	750.00	750.00



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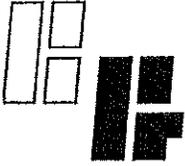
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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
126-1016	ITEM 393 MODULE, VERSICAM SHELF MOUNT		1	910.00	910.00
126-1011	ITEM 394 VERSICAM, WIDE ANGLE COLOR FLEX		1	1,625.00	1,625.00
126-0500	ITEM 400 PROCESSOR, EDGE2 1 CAMERA INPUT		1	2,258.00	2,258.00
126-0600	ITEM 410 PROCESSOR, EDGE2 2 CAMERA INPUT		1	3,836.00	3,836.00
126-0700	ITEM 420 EXTENSION MODULE, 2 CHANNEL		1	308.00	308.00
126-0800	ITEM 430 EXTENSION MODULE, 4 CHANNEL		1	347.00	347.00
126-1500	ITEM 440 LENS ADJUST MODULE W/ DISPLAY		1	1,000.00	1,000.00
126-1200	ITEM 441 LAMADAPT LAMVIEW FOR ADV CAMERA		1	585.00	585.00
126-4502	ITEM 450 RACK, V2 2 SLOT W/POWER SUPPLY		1	658.00	658.00
126-4503	ITEM 460 RACK, V2 3 SLOT W/POWER SUPPLY		1	772.00	772.00
126-1004	ITEM 470 BRACKET, CAMERA MOUNT UNIVERSAL		1	80.00	80.00
	ITEM 471				



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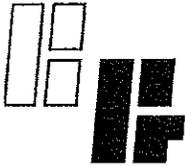
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Salesperson Mike Schasser

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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
126-1005	BRACKET, CAMERA MOUNT VERSICAM		1	80.00	80.00
103ABCAMERA	ITEM 480 BRACKET, ASTRO CAMERA MOUNT		1	167.00	167.00
338-9002	ITEM 481 MONITOR, 9" VIDEO B&W PELCO		1	166.00	166.00
136-1003	ITEM 490 ANTENNA, YAGI DIRECTIONAL 10DB		1	215.00	215.00
136-1011	ITEM 500 ANTENNA, 7DB OMNI MAXRAD		1	189.00	189.00
136-3000	ITEM 510 ANTENNA, RUBBER DUCK REVERSE TNC LARSEN		1	19.00	19.00
136-1010	ITEM 520 MOUNTING BRACKET, MMK6 FOR OMNI		1	60.00	60.00
101-4000	ITEM 530 SIGNAL POLY 12" RYG MICH.		1	195.00	195.00
101-4601	ITEM 540 HOUSING POLY 12" SA 1 SEC FOR INSERT		1	50.00	50.00
101-4602	ITEM 550 HOUSING POLY 12" SA 2 SEC FOR INSERT		1	92.00	92.00
101-4600	ITEM 560 HOUSING POLY 12" SA 3 SEC FOR INSERT		1	125.00	125.00
101-4618	ITEM 570 HOUSING POLY 12" SA 4 SEC FOR INSERT		1	182.00	182.00



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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
101-4802X	ITEM 580 SIGNAL POLY 12" RYG LED ITE		1	399.00	399.00
101-4803X	ITEM 590 SIGNAL POLY 12" R AA GA LED MDOT ITE		1	358.00	358.00
101-4810	ITEM 600 SIGNAL POLY 12" RED LED MDOT		1	114.00	114.00
101-4821X	ITEM 610 SIGNAL POLY 12" YEL LED MDOT ITE		1	154.00	154.00
101-4803X	ITEM 620 SIGNAL POLY 12" R AA GA LED MDOT ITE		1	358.00	358.00
101-4852	ITEM 630 SIGNAL POLY 12" YA GA LED MDOT		1	257.00	257.00
101-4850X	ITEM 640 SIGNAL POLY 12" Y G LED MDOT ITE		1	301.00	301.00
101-4805	ITEM 650 SIGNAL POLY 12" RA YA YA GA LED MDOT		1	489.00	489.00
132-1000X	ITEM 660 DIALIGHT LED 12" RED INSERT XL ITE		1	56.00	56.00
132-2000X	ITEM 670 DIALIGHT LED 12" YEL INSERT XL ITE		1	89.00	89.00
132-3000X	ITEM 680 DIALIGHT LED 12" GRN INSERT XL ITE		1	90.00	90.00



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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
132-2002X	ITEM 690 DIALIGHT LED 12" YA 3R INSERT ITE OD		1	72.00	72.00
132-3002X	ITEM 700 DIALIGHT LED 12" GA 3R INSERT ITE OD		1	74.00	74.00
103-4123	ITEM 710 BACKPLATE, FOR POLY SA SIGNAL 3 SECTION		1	61.00	61.00
101TS12C6LED	ITEM 720 1-WAY 5-COLOR 12"SWTS LED C6 DH		1	866.00	866.00
103AB8446DHBO	ITEM 730 ASTRO BRACKET DOG HOUSE ASSY BRKTS ONL		1	272.00	272.00
103AB8446	ITEM 740 ASTRO BRKT 84" BAND 46" TUBE		1	147.00	147.00
103AB3658	ITEM 750 BRACKET,ASTRO 4 SECTION 12"		1	155.00	155.00
103-7415	ITEM 760 BRACKET, 2-WAY SW 12" TOP BK15		1	91.00	91.00
103-7416	ITEM 770 BRACKET, 2-WAY SW 12" BOT BK16		1	15.00	15.00
103-7417	ITEM 780 BRACKET, 3-WAY SW 12" TOP BK17		1	119.00	119.00
103-7418	ITEM 790 BRACKET, 3-WAY SW 12" BOT BK18		1	28.00	28.00
	ITEM 800				



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**QUOTATION**

Sales Quote Number **WY10 ACCESS**

Sales Quote Date: 06/10/10

Expires On: 06/30/11

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Sell To: WYOMING, CITY OF  
DENNY THORTON  
2660 BURLINGAME, S.W.  
P.O. BOX 905  
WYOMING, MI 49509-0905

Ship To: WYOMING, CITY OF  
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Quote/Bld Ref: ACCESSORIES  
Shipment Within 4 - 8 WEEKS ARO  
Shipping Terms NET 30 DAYS

Customer ID 2170  
Salesperson Mike Schasser

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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
103-7419	BRACKET, 4-WAY SW 12" TOP BK19		1	145.00	145.00
	ITEM 810				
103-7420	BRACKET, 4-WAY SW 12" BOT BK20		1	31.00	31.00
	ITEM 820				
101-7011	SPAN WIRE CLAMP, KA6-3 UNF		1	24.00	24.00
	ITEM 830				
101-7013	BRACKET, WIRE ENTR CHASE NPL YEL A32132 Y		1	38.00	38.00
	ITEM 840				
101-7014	BRACKET, WIRE ENTRANCE BK14 A32125 Y		1	42.00	42.00
	ITEM 850				
101-7113	BRACKET, WIRE ENTR DROP PIPE YEL BK130-10A		1	50.00	50.00
	ITEM 860				
103-7607	PIPE, CENTER 31" U-1516 BLK		1	20.00	20.00
	ITEM 870				
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1	6.00	6.00
	ITEM 880				
101-6000	SIGNAL POLY 12" PEDESTRIAN		1	167.00	167.00
	ITEM 890				
101-6801	SIGNAL POLY 12" PED LED H/M FILLED		1	198.00	198.00
	ITEM 900				
101-6810	SIGNAL ALUM 16" PED LED CD FILLED		1	413.00	413.00
	ITEM 910				
132-6007	DIALIGHT FILLED LED 12" PED H/M INSERT		1	120.00	120.00



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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
146-1000	ITEM 920 PUSH BUTTON, BULL DOG YELLOW		1	94.00	94.00
146-2001	ITEM 930 ADAPTER, PUSH BUTTON WOOD YEL		1	17.00	17.00
103-1010	ITEM 940 SHAFT 10' SPUN ALUM.		1	202.00	202.00
103-1014	ITEM 950 SHAFT 14' SPUN ALUM.		1	282.00	282.00
103-1016	ITEM 960 SHAFT 16' SPUN ALUM.		1	322.00	322.00
103-1530	ITEM 970 BASE, SQUARE W/SET SCREW & LUG		1	142.00	142.00
157-1001	ITEM 980 ANCHOR BOLT 3/4" X 18" X 3"		1	9.00	9.00
103-7638	ITEM 990 BRACKET, 2-WAY 12" "T" BK38-B		1	87.00	87.00
103-7640	ITEM 1000 BRACKET, 16" 2-WAY STRAIGHT ARM BLK		1	73.00	73.00
103-7633	ITEM 1010 BRACKET, 2W 12" STRAIGHT BK33-B		1	71.00	71.00
103-7606	ITEM 1020 BRACKET,2-W PT 12"BOT 14"BK06-B		1	91.00	91.00



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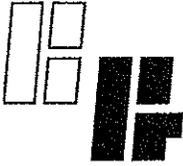
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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
103-7612	ITEM 1021 BRACKET, 2-W PT 12" TOP BK06Z-B		1	97.00	97.00
103-7647	ITEM 1030 BRACKET, 2-W PT 12" TOP 14" BK47-B		1	71.00	71.00
103-7608	ITEM 1031 BRACKET, 1-W PT 12" TOP BK04Z-B		1	55.00	55.00
103-7636	ITEM 1040 BRACKET, 1-WAY ARM 12" BK36-B		1	36.00	36.00
103-7669	ITEM 1050 FOOT, 4" POLE (U1169) BLACK		1	12.00	12.00
103-7660	ITEM 1060 FOOT, WOOD POLE UJ60 BLK W/HOLE		1	33.00	33.00
103-7616	ITEM 1061 PLUG, 1.25" BLK FOR U1158 FOOT BLK		1	1.00	1.00
147-1003	ITEM 1070 LOOP SEALANT PLY PACK 1 LTR BLK		1	18.70	18.70
147-1006	ITEM 1080 GUN, 1 LTR PLY PACK APPLICTION		1	163.00	163.00
151-0752	ITEM 1090 PHASE SELECTOR, 2 CH 752		1	1,876.00	1,876.00
151-0754	ITEM 1100 PHASE SELECTOR, 4 CH 754		1	2,935.00	2,935.00
	ITEM 1110				



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151-0511	DETECTOR, MDL 711, 1 CH., 1 DIR		1	430.00	430.00
	ITEM 1120				
151-0521	DETECTOR, MDL 721, 1 CH., 2 DIR		1	487.00	487.00
	ITEM 1130				
151-0522	DETECTOR, MDL 722, 2 CH., 2 DIR		1	680.00	680.00
	ITEM 1140				
103-0500	SPAN CLAMP, OPTICOM DETECTOR		1	12.00	12.00
	ITEM 1150				
151-0760	CARD RACK, W/ P1 HARNESS 760		1	180.00	180.00
	ITEM 1160				
151-792H	EMITTER, HIGH PRIORITY 792H		1	1,062.00	1,062.00
	ITEM 1170				
151-592R	EMITTER SWITCH W/RANGE CTL 592R		1	175.00	175.00
	ITEM 1180				
103-7495	MINI-BRAC FOR OPTICOM SENSOR MOUNT		1	39.00	39.00
	ITEM 1190				
180-2400L	CASE SIGN, 24X30 4W HT LED		1	1,543.00	1,543.00
	ITEM 1191				
18024304WLED	CASE SIGN 24X30 4WAY HT LED		1	1,909.00	1,909.00
	ITEM 1200				
180-2200U	CASE SIGN, 24X30 2W HT LED UNIVERSAL		1	1,305.00	1,305.00
	ITEM 1201				
18024302WLED	CASE SIGN 24X30 2WAY HT LED		1	1,521.00	1,521.00



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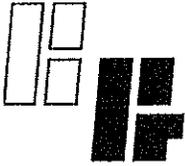
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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
180-2110U	ITEM 1210 CASE SIGN, 24X30 1W HT LED UNIVERSAL		1	1,069.00	1,069.00
180S2W2430	ITEM 1211 CASE SIGN 2-WAY 24X30 HUB TOP		1	1,521.00	1,521.00
180-2100U	ITEM 1220 CASE SIGN, 24X30 1W AB T & B LED UNIVERSAL		1	1,069.00	1,069.00
180S1W2430AB	ITEM 1221 CASE SIGN 1-WAY AST/BK TB		1	1,232.00	1,232.00
180-1100L	ITEM 1230 CASE SIGN, 12X27 1W HB LED		1	695.00	695.00
180-1101L	ITEM 1240 CASE SIGN, 12X27 1W AB T&B LED		1	695.00	695.00
180S1W1227AB	ITEM 1241 CASE SIGN 1-WAY 12X27 AST/BKT/T		1	728.00	728.00
180-1102L	ITEM 1250 CASE SIGN, 12X27 1W HT AB BOT LED		1	695.00	695.00
180S1W1227HTLED	ITEM 1251 CASE SIGN, 12X27 1W HT ABB LED		1	728.00	728.00
180-1401L	ITEM 1260 CASE SIGN, 12X27 4W THRU PIPE LED		1	1,708.00	1,708.00
180-2900	ITEM 1270 SIGN FACE, 24X30 ALUMINUM BLANK		1	68.00	68.00



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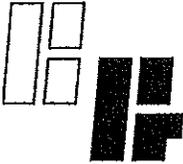
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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
144-2430FACE	ITEM 1280 SIGN FACE, 24X30 PER PLANS		1	75.00	75.00
144-1901	ITEM 1290 SIGN FACE, 12X27 RIGHT		1	27.00	27.00
144-1902	ITEM 1300 SIGN FACE, 12X27 LEFT		1	27.00	27.00
144-1903	ITEM 1310 SIGN FACE, 12X27 THRU		1	27.00	27.00
196RF24X304W	ITEM 1320 RETROFIT KIT 24X30 4W LED MDOT		1	1,541.00	1,541.00
196RF24X302W	ITEM 1330 RETROFIT KIT 24X30 2W LED MDOT		1	782.00	782.00
196-1000	ITEM 1340 PANEL, LED 12 X 27 RELUME RETROFIT		1	179.00	179.00
196-1001	ITEM 1350 PANEL, LED 24 X 30 RELUME RETROFIT		1	350.00	350.00
196-1500	ITEM 1360 POWER SUPPLY, 25 WATT RETROFIT		1	25.00	25.00
196-1501	ITEM 1370 POWER SUPPLY, 80 WATT RETROFIT		1	40.00	40.00
196-1525	ITEM 1380 CABLE, POWER SUPPLY FOR LED CASE SIGN PN		1	10.00	10.00
	ITEM 1390				



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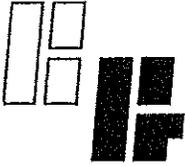
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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
180-NS003695	SIGN,YELLOW,24X30,LED BLK. OUT NO LEFT TUR		1	2,333.50	2,333.50
	ITEM 1391				
180-NS006309	SIGN,YELLOW,24X30,LED BLK OUT NLT, HUB TOP		1	2,380.00	2,380.00
	ITEM 1400				
180-NS003696	SIGN,YELLOW,24X30 LED BLK OUT NO RIGHT TU		1	2,347.00	2,347.00
	ITEM 1401				
180-NS006310	SIGN,YELLOW,24X30,LED BLK OUT NRT, HUB TOP		1	2,380.00	2,380.00
	ITEM 1410				
180-NS003693	SIGN YELLOW 24X30 LED BLNK OUT NTOR, ASTR		1	2,366.67	2,366.67
	ITEM 1411				
180-NS006311	SIGN,YELLOW,24X30,LED BLK OUT NTOR, HUB T		1	2,413.33	2,413.33
	ITEM 1420				
1802W6SNS	SNS KIT 6', 2-WAY W/LOGO		1	1,350.00	1,350.00
	ITEM 1421				
180SNS	STREET NAME SIGN 6' LED 2-WAY W/LOGO		1	2,330.00	2,330.00
	ITEM 1430				
1802W8SNS	SNS KIT 8', 2-WAY W/LOGO		1	1,500.00	1,500.00
	ITEM 1431				
180SNS	SNS KIT 8', LED, 2-WAY W/LOGO		1	2,795.00	2,795.00
	ITEM 1440				
1801W8SNS	SNS KIT 8' 1-WAY W/LOGO		1	1,309.00	1,309.00
	ITEM 1441				
180SNS	SNS KIT 8', LED, 1-WAY W/LOGO		1	1,908.00	1,908.00



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1801W6SNS	ITEM 1450 SNS KIT, 6' 1-WAY W/LOGO		1	1,142.00	1,142.00
180SNS	ITEM 1451 SNS KIT, 6', LED 1-WAY W/LOGO		1	1,622.00	1,622.00
196RFSNS62W	ITEM 1460 RETROFIT KIT 6' SNS 2W		1	1,062.00	1,062.00
196RFSNS82W	ITEM 1470 RETROFIT KIT 8' SNS 2W		1	1,445.00	1,445.00
196-2000	ITEM 1480 PANEL, LED SNS 2' RELUME RETROFIT NATIONA		1	164.00	164.00
103-5000	ITEM 1481 BRACKET, TRI STD ADAPTER W/SS INSERT		1	22.00	22.00
103-5001	ITEM 1490 BRACKET, SIGN HANGER 2" W/42" BAND		1	76.00	76.00
103-5002	ITEM 1500 BRACKET, SIGN HANGER 12" W/42" BAND		1	109.00	109.00
104-1000	ITEM 1510 PULL BOX, 1419-12 GREY W/ TRAFFIC SIGNAL CV		1	49.00	49.00
104-3000	ITEM 1520 PULL BOX, 1324-18-3B W/ TRAFFIC SIGNAL CVR		1	115.00	115.00
197-1000	ITEM 1530 PULL BOX, PG1324BA18		1	168.00	168.00



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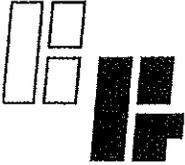
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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
197-1007	ITEM 1540 COVER, H.D. T.S. FOR PG1324BA18		1	165.00	165.00
197-1004	ITEM 1550 PULL BOX, PG1730BA18		1	210.00	210.00
197-1003	ITEM 1560 COVER, H.D. T.S. FOR PG1730BA18		1	190.00	190.00
187-1002	ITEM 1571 30' (9140mm) POLE MDOT 18" BC		1	1,943.00	1,943.00
187-1003	ITEM 1581 36' (10970mm) POLE MDOT 18" BC		1	2,996.00	2,996.00
187-1000	ITEM 1591 40' (12190mm) POLE MDOT 18" BC		1	4,708.00	4,708.00
157-1022	ITEM 1600 ANCHOR BOLT 1.75"X 114"X6" MDOT		1	180.00	180.00
157-1023	ITEM 1610 ANCHOR BOLT 2" X 114" X 6" MDOT		1	206.00	206.00
194-8075	ITEM 1620 STRAIN CLAMP, 7.5" DIA		1	98.00	98.00
194-8085	ITEM 1630 STRAIN CLAMP, 8.5" DIA MDOT		1	98.00	98.00
194-8095	ITEM 1640 STRAIN CLAMP, 9.5" DIA MDOT		1	98.00	98.00
	ITEM 1650				



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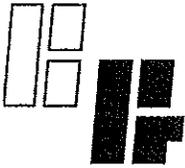
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Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
194-8105	STRAIN CLAMP, 10.5" DIA MDOT		1	98.00	98.00
194-8115	ITEM 1660 STRAIN CLAMP, 11.5" DIA MDOT		1	98.00	98.00
194-8125	ITEM 1670 STRAIN CLAMP, 12.5" DIA MDOT		1	98.00	98.00
187-NS004013	ITEM 1680 STANDARD, 21' CAT III 20" BOLT CIRCLE		1	3,606.00	3,606.00
187-NS004015	ITEM 1690 STANDARD, 30' CAT III 20" BOLT CIRCLE		1	3,847.00	3,847.00
187-3060	ITEM 1700 MAST ARM, 60' CAT III		1	5,547.00	5,547.00
187-3055	ITEM 1710 MAST ARM, 55' CAT III		1	5,307.00	5,307.00
187-3050	ITEM 1720 MAST ARM, 50' CAT III		1	4,927.00	4,927.00
187-3045	ITEM 1730 MAST ARM, 45' CAT III		1	4,673.00	4,673.00
187-3040	ITEM 1740 MAST ARM, 40' CAT III		1	3,960.00	3,960.00
187-3035	ITEM 1750 MAST ARM, 35' CAT III		1	3,287.00	3,287.00
187-3030	ITEM 1760 MAST ARM, 30' CAT III		1	3,037.00	3,037.00



**CARRIER & GABLE, INC.**

24110 Research Drive  
Farmington Hills, MI 48335  
(248) 477-8700 (248) 473-0730 • FAX

[www.carriergable.com](http://www.carriergable.com)

**QUOTATION**

Sales Quote Number **WY10 ACCESS**

Sales Quote Date: 06/10/10

Expires On: 06/30/11

Page: 19

Sell To: WYOMING, CITY OF  
DENNY THORTON  
2660 BURLINGAME, S.W.  
P.O. BOX 905  
WYOMING, MI 49509-0905

Ship To: WYOMING, CITY OF  
DENNY THORTON  
2660 BURLINGAME, S.W.  
WYOMING, MI 49509-0905

Quote/Bid Ref: ACCESSORIES  
Shipment Within 4 - 8 WEEKS ARO  
Shipping Terms  
Terms NET 30 DAYS

Customer ID 2170  
Salesperson Mike Schasser

*ALL VALUES STATED IN U.S. DOLLARS*

Item No.	Description	Cross-Ref. No.	Qty.	Unit Price	Total Price
187-3025	ITEM 1770 MAST ARM, 25' CAT III		1	3,006.00	3,006.00
187-NS003458	ITEM 1780 8 ft LUMINAIRE ARM, GALV		1	433.00	433.00
187-0010	ITEM 1790 ARM, 10' LUMINAIRE		1	570.00	570.00
187-NS003632	ITEM 1800 12 ft LUMINAIRE ARM, GALV		1	635.00	635.00
187-1025	ITEM 1801 STANDARD, 21' CAT III, 18" BC		1	3,474.00	3,474.00
187-1050	ITEM 1802 STANDARD, 30' CAT III, 18" BC		1	3,713.00	3,713.00

Amt Subject to Sales Tax 0.00  
Amt Exmt from Sales Tax 165,541.20

Subtotal: 165,541.20  
Total Sales Tax: 0.00  
Total: 165,541.20

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT THE PROPOSAL OF  
ADVANCE NEWSPAPERS FOR  
LEGAL ADVERTISING AND TO DESIGNATE  
THE CITY OF WYOMING'S OFFICIAL NEWSPAPER

WHEREAS, the City of Wyoming solicited proposals for legal advertising from the Grand Rapids Press and Advance Newspapers, and

WHEREAS, only Advance Newspapers submitted the attached proposal, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby designate Advance Newspapers as the paper of record and accepts the proposal submitted by Advance Newspapers for the City's legal advertising requirements for the 2010-2011 fiscal year.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Attachment: Proposal

\_\_\_\_\_  
Heidi A. Isakson  
City Clerk

Resolution No. \_\_\_\_\_

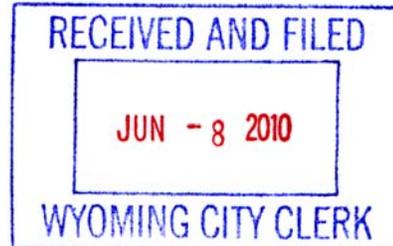
# Advance

NEWS PAPERS

2141 Port Sheldon Rd., Jenison, MI 49428 • Phone (616) 669-2700

June 4, 2010

Heidi A. Isakson  
Wyoming City Clerk  
1155 28<sup>th</sup> Street SW  
PO Box 905  
Wyoming, MI 49509-0905



Dear Heidi:

Thank you for continuing to allow the Advance Newspapers to publish your legal advertising.

Our legal rates are based on an annual contract.

Please accept the attached **REVISED** as of June 4, 2010 quote for the "legal advertising" for City of Wyoming for the period of July 1, 2010 thru June 30, 2011.

**Please note: we offer a discounted rate for electronically submitted legals. If you choose to submit your legal advertisements electronically, it will need to be sent as a Microsoft Word Document. Each legal will need to be sent separately attached with a cover sheet. If you choose to electronically submit each legal, you will receive a reply as confirmation the legal advertisement has been received.**

We look forward to working with you, and please feel free to call with any questions.

Sincerely,

Joel C. Holland  
Publisher

cc: Laura Jackson  
attachments

CITY OF WYOMING  
LEGAL ADVERTISING PROPOSAL  
For The Period July 1, 2010 thru June 30, 2011

NEWSPAPERS: Southwest Advance  
Grand Valley Advance

CIRCULATION: 22,250 Southwest Advance  
44,275 Grand Valley Advance  
66,525 Total Circulation Both Papers

DISTRIBUTION DATE: Every Tuesday

OPEN RATE COST PER UNIT: \$17.60 Southwest Advance  
\$20.63 Grand Valley Advance

**City of Wyoming Annual Legal Rate Contract:**

**COST TO SEND ELECTRONICALLY: \$4.32\* per Column Unit Southwest Advance**  
**\$4.32\* per Column Unit Grand Valley Advance**  
**\$8.64 Total per Column Unit Both Papers**

Legal Advertising Contract SPECS: - Type Style ~~NimbusSanD~~ Font  
- 6pt. type with 9 to 10pt. leading  
- 14pt. header

**\*HARDCOPY SUBMISSION RESULTS IN A 20% UPCHARGE**

Additional information:

The Southwest Advance or the Grand Valley Advance can be contracted at a "Legal" rate individually:

The following additional information is supplied:

-As per the specifications and the delivery area; per the map enclosed, the following is submitted.

-There are 13 homes on the east side of Madison from Maplawn south to 44<sup>th</sup> Street that receive the Southeast Advance. \*

-There is less than 100 homes in zip 49507 in the City of Wyoming that do not receive the Southwest Advance – boundaries of this area are north 28<sup>th</sup>, south of Alger, east of 131, and west of Division. \*

-There are approximately 950 homes in the Wyoming “Panhandle” that receive the Grand Valley Advance. \*\*

-There are approximately 1,675 homes in the Wyoming Lee area of Wyoming. \*\*\*

A) \*The homes in these areas would require a copy of the Southwest Advance mailed without inserts at a cost of approximately \$180.00/ Mailing.

B) \*\*The homes in the Wyoming Panhandle would require publication in the Grand Valley Advance, or require a copy of the Southwest Advance mailed without inserts, at a cost of approximately \$1,635.00/Mailing.

C) \*\*\*The homes in this area would require a copy of the Southwest Advance mailed without inserts at a cost of approximately \$2,881.00

D) \*\*\*\*The homes in this area (approx 3,675) would require a copy of the Southwest Advance without inserts mailed at a cost of approximately \$6321.00 per week.

The following is a listing of locations in the City of Wyoming where the Southwest Advance may be obtained.

Biggby Coffee	5795 Byron Center
Big Top Market	3630 Clyde Park
Chateau Quick Stop	1760 44 <sup>th</sup> Street SW
Clyde Park Foods	4227 Clyde park
Duthler’s Family Foods	830 28 <sup>th</sup> Street SW
Family Network of Wyoming	1029 44 <sup>th</sup> Street SW
Galewood Foods	1149 Burton
Gezon Mobil	5568 Byron Center SW
Godwin Hardware	1639 Chicago Drive SW

Godwin Hardware	3703 S. Division
Hispanic Center	730 Grandville Avenue SW
Hope Network	781 36 <sup>th</sup> Street SW
Rogers Plaza	1110 28 <sup>th</sup> Street SW
Pfeffer's	1054 Burton SW
Pinery Park Senior Center	2380 DeHoop SW
Plaza International	2850 S. Division
Walgreens	1550 36 <sup>th</sup> Street SW
Wyoming Chamber of Commerce	1110 28 <sup>th</sup> Street SW
Wyoming City Hall	1155 28 <sup>th</sup> Street SW
Wyoming Community Ed.	2950 Clyde Park
Moe's Coney & Grill	3603 S. Division
Wyoming Public Library	3350 Michael SW

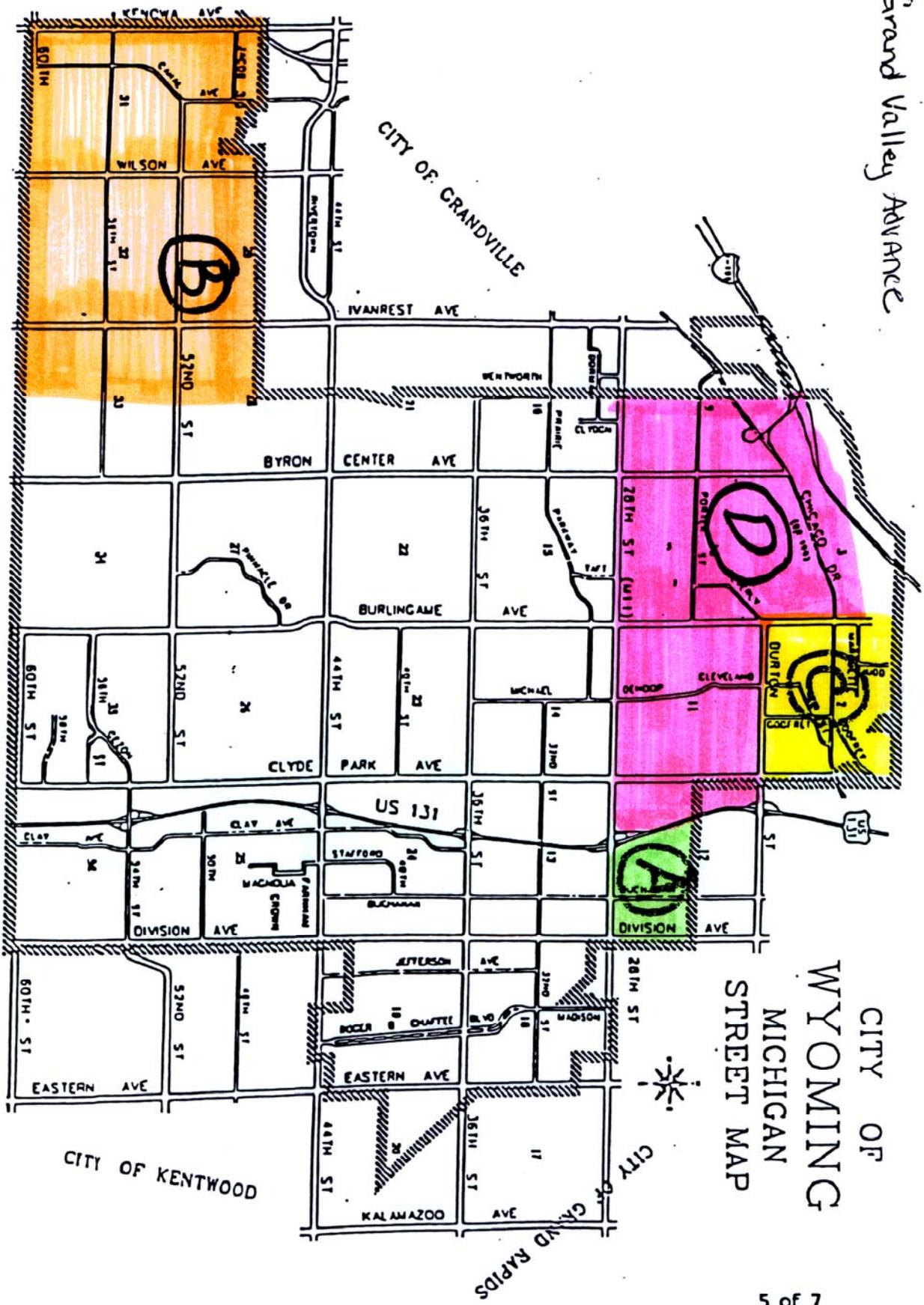
### DISPLAY ADVERTISING

Regular Display Advertising will be billed at the normal display rate per the current rate card.

Note: Send legal advertisements to: [retailsales@advancenewspapers.com](mailto:retailsales@advancenewspapers.com)  
 Call for questions regarding electronically submitting legal advertisements.  
 A cover sheet to use for electronic submission will be supplied.  
 Circulation is per July 2010 published rate card.  
 Call for "legal" advertising deadlines  
 See attached sample of a 1 column legal and a 2 column legal  
 Distribution map attached

= Southwest Advance  
= Grand Valley Advance

GEORGETOWN TWP.



BYRON TOWNSHIP

CITY OF KENTWOOD

CITY OF GRAND RAPIDS

# WYOMING MICHIGAN STREET MAP

## CITY OF COOPERSVILLE PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE, that the City of Coopersville will hold a public hearing to consider the submission of an Economic Development Infrastructure Grant application in the amount of \$2,465,000 under the 2009 Michigan CDBG Program to improve the municipal wastewater treatment system for the proposed new construction of the Continental Dairy/CS Facilities milk processing plant.

The public hearing will be held at **7:00 P.M. or later on MONDAY, SEPTEMBER 28, 2009**, at City Hall located at 289 Danforth Street, Coopersville, Michigan 49404.

The City of Coopersville will also seek to identify community development and housing needs, including the needs of low and moderate income persons and to identify activities to be undertaken to meet those needs at said public hearing.

All information regarding this project is on file in the City Manager's Office. Specific questions can be directed to Steven Patrick at 616-997-9731. All interested persons are invited to examine the application, submit comments and/or attend said public hearing on the application and community development and housing needs and activities. The City's office hours are Mondays - Fridays from 8 A.M. to 5 P.M.

Stephanie Pelkey, City Clerk

A135632

(9-15-09)

**2 columns x 4 units  
2.92" x 2.58"**

**Header:  
NimbusSanDBol  
14 pt.**

**Sub-Header:  
NimbusSanDBol  
10 pt.**

**Body Copy:  
NimbusSanDReg  
6 pt.**

Effective: October 2009



## ALPINE TOWNSHIP SYNOPSIS OF REGULAR MEETING

The Alpine Township Board of Trustees held a regular meeting on Monday, February 16, 2009 at 7:30 p.m. in the Township Hall, 5255 Alpine Avenue NW, Comstock Park, MI 49321. Present were Supervisor Arends, Treasurer Townsend, Clerk Wahlfield, and Trustees Cordes, May, Schweitzer, and Wallace.

The meeting was called to order followed by the Pledge of Allegiance. The Consent Agenda was approved which consisted of the Regular Meeting Minutes of January 19, 2009, Consideration of Vouchers, Receipt of 2008 Year End Report from the Historical Commission, Approval of a Firefighter Resignation, and Receipt of Correspondence.

Public comment was received on the timely publication of the Harvester newsletter.

Commission Reports were received.

### PENDING AND NEW BUSINESS

The first reading of the Wind Energy System Ordinance No. 09-01 was held and the final reading will take place at the March meeting.

The Board approved the use of two additional bank depositories.

The Fire Department request to pursue the purchase two items was approved by the Board.

Also reviewed and approved were several sections of updated Fire Department Standard Operating Guidelines (SOG'S).

The Township Engineers proposal to conduct a conceptual design study of the Township Hall property and adjacent property was approved.

A new appointment to the Historical Commission was approved by the Board.

### SUPERVISOR'S REPORT AND BOARD COMMENTS

The Supervisor provided information on the Crime Free Multi Housing Program and noted that work will begin on the Township Budget.

Board members discussed the Property Maintenance Code, the K.C. Sheriff Incident Report for 2008, sidewalks, the Township Engineers, and the recent MTA Conference.

Public comment was received regarding the bus stop on Lamoreaux Drive and the lack of adequate water pressure in the Westgate subdivision.

The meeting was adjourned at 9:05 p.m. A complete copy of these Minutes is available at the office of the Clerk, 8:00 a.m. to 5:00 p.m. Monday through Friday.

Jean Wahlfield, CMC  
Alpine Township Clerk

Persons with special needs, as defined in the Americans with Disabilities Act, should contact the Township Clerk or call the Michigan Relay Center TDD #1-800-649-3777.

A126716

(2-24-09)

2 columns x 8 units  
2.92" x 5.26"

**Header:**  
**NimbusSanDBol**  
**14 pt.**

**Sub-Header:**  
**NimbusSanDBol**  
**10 pt.**

**Body Copy:**  
**NimbusSanDReg**  
**6 pt.**

Effective: October 2009

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO EXTEND THE BID FOR  
WORK UNIFORMS & CARHARTT CLOTHING ITEMS

WHEREAS, as detailed in the attached memorandum, Cintas submitted the lone bid for work uniforms & Carhartt clothing items, and

WHEREAS, the City has received a letter from Cintas offering to extend the bid for work uniforms & Carhartt clothing items through July 21, 2011, and

WHEREAS, it is recommended the City Council accept the proposal from Cintas to extend the bid for work uniforms & Carhartt clothing items, and

WHEREAS, the uniforms are requisitioned as required throughout the year and funds for their purchase are budgeted in the various departmental operating accounts, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize acceptance of the proposal from Cintas extending the bid for work uniforms & Carhartt clothing items through July 21, 2011, and

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notifications of bidders and the bid opening procedure.

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Attachments: Memorandum  
Letter from Cintas  
Bid Proposal

\_\_\_\_\_  
Heidi A. Isakson  
City Clerk

Resolution No. \_\_\_\_\_

**MEMORANDUM**

To: City Council and City Manager  
From: Kimberly Oostindie, Human Resources Supervisor  
Re: Award of Bid for Work Uniforms & Carhartt Clothing Items  
Date: June 15, 2010

On July 15, 2008, one bid was received in answer to our invitation to bid on work uniforms and Carhartt clothing items. Forty-five invitations to bid were sent to prospective bidders. City Council subsequently awarded the bid to Cintas and Cintas is offering to extend their bid pricing through July 21, 2011.

The bid specifications as written requested each bidder to submit a percentage discount from current standard published price lists from the Red Kap current standard published catalog and the 2008 Carhartt Workwear Catalog. The lone bid received from Cintas is as shown below:

	<u>Work Uniforms</u>	<u>Carhartt Clothing Items</u>
Discount:	38.5%	38.5%
Embroidery:	\$5.95	\$7.40

A minimum of four work uniforms are to be provided by the City to each General Union Employee required to wear a work uniform, in accordance with the provisions of Article XIII Section 3, of the employment contract between the Wyoming City Employees and the City of Wyoming. Carhartt clothing items are provided to City employees who are required to wear work uniforms and work outside in the winter months of the year. The Carhartt clothing items are purchased on an as needed basis for new employees and as replacements for existing worn out items. The work uniforms and Carhartt clothing items are requisitioned as required throughout the year and funds for their purchase are budgeted in the various departmental operating accounts.

It is recommended the Wyoming City Council extend the bid for work uniform clothing items and Carhartt clothing items to Cintas. The estimated expenditure for work uniforms and Carhartt clothing items during the coming year is expected to total approximately \$25,000.00.



May 18, 2010

Laura Jackson  
City of Wyoming  
1155 28th St SW  
Wyoming, MI 49509

To Whom It May Concern,

Cintas Corporation will be granting the same discounts for the City of Wyoming up to July 21, 2011. Thank you for the opportunity!

Sincerely,

A handwritten signature in black ink, appearing to read "Crystal Michell". The signature is fluid and cursive.

Crystal Michell  
Catalog Manager  
Cintas  
616-791-6300  
michelle@cintas.com

**BID PROPOSAL FORM**

All bidders are to submit a percentage discount from the list prices as they appear in the work uniform clothing manufacturer's current standard published catalog or the manufacturer's current standard published catalog price list in the event the list prices are not shown in the catalog or have been updated, which they will afford the City on purchases of all work uniform clothing items.

State Percentage Discount Offered for all work uniform items: 38.5 %.

**EMBROIDERY:**

State bid price per shirt to **embroider in color (no patches)** City's Logo on shirts as such. Locations of logo as specified by the department. Logo to be similar to example below with no background color (words only), font may also be different from example:



\$ 3.50 per shirt  
Logo to be embroidered utilizing one color

State bid price per shirt to **embroider in script (no patches)** person's first name:

(Location of name to be determined by ordering department) \$ 1.95 per shirt

State bid price per shirt to **embroider in block (no patches)** name of department (example: Building Maintenance):

(Location of department to be determined by ordering department) \$ 0.50 per shirt

All uniform shirts are required to have the City Logo embroidered. First name and department are optional and departments will place orders according to their needs.

**SET UP CHARGES FOR EMBROIDERY:**

**Cost to set up City Logo:**

One time charge to digitize \$ Ø

Set up charges per order \$ Ø

**Cost to set up City department names:**

One time charge to digitize \$ Ø

Set up charges per order \$ Ø

Cost to set up employee names:

One time charge to digitize \$ 0

Set up charges per order \$ 0

**ALL BIDDERS SHALL SUBMIT TWO COPIES OF EACH CURRENT  
MANUFACTURERS'S CATALOGS AND PRICE LISTS**

**CARHARTT CLOTHING ITEMS**

All bidders are to submit a percentage discount from Carhartt, Inc.'s current standard published price list for Carhartt, Inc.'s 2008 "Carhartt Workwear" and 2008 "Carhartt Woman" catalogs, which they will afford the City on purchases of all Carhartt items contained in the catalogs.

State Percentage Discount Offered for all work uniform items in "Carhartt Workwear" catalog:

38.5 %.

State Percentage Discount Offered for all work uniform items in "Carhartt Woman" catalog:

38.5 %.

**EMBROIDERY:**

State bid price per shirt to **embroider in color (no patches)** City's Logo on shirts as such. Locations of logo as specified by the department. Logo to be similar to example below with no background color (words only), font may also be different from example:



\$ 4.95 per shirt  
Logo to be embroidered  
utilizing one color

State bid price per shirt to **embroider in script (no patches)**  
**person's first name:**  
(Location of name to be determined by ordering department)

\$ 1.95 per shirt

State bid price per shirt to **embroider in block (no patches)**  
**name of department** (example: Building Maintenance):

(Location of department to be determined by ordering department)

\$ 0.50 per shirt

All uniform shirts are required to have the City Logo embroidered. First name and department are optional and departments will place orders according to their needs.

**SET UP CHARGES FOR EMBROIDERY:**

**Cost to set up City Logo:**

One time charge to digitize \$ Ø

Set up charges per order \$ Ø

**Cost to set up City department names:**

One time charge to digitize \$ Ø

Set up charges per order \$ Ø

**Cost to set up employee names:**

One time charge to digitize \$ Ø

Set up charges per order \$ Ø

**ALL BIDDERS SHALL SUBMIT TWO COPIES OF THE CURRENT MANUFACTURERS'S CATALOGS AND PRICE LISTS**

**MINIMUM ORDERS**

As previously stated, the City will place its orders in quantity whenever possible; however, the City will from time to time find it necessary to process small orders to replace damaged uniforms, to acquire uniforms for new employees, etc. Please state below your minimum per order requirement in dollars and the per order service charge for orders smaller than the minimum order requirement:

State minimum per order requirement in dollars: \$ Ø

State per order service charge for orders less than the minimum per order requirement stated above:

\$ Ø



**NUMBER OF DAYS REQUIRED FOR DELIVERIES:**

State number of days required for delivery from receipt of purchase order for orders:

20 uniform clothing items, including embroidering: 16-18 days

20 to 100 uniform clothing items, including embroidering: 16-18 days

100 or more uniform clothing items, including embroidering: 16-18 days

**LOCATION OF NEAREST FACILITY:**

State name, address and telephone number of your outlet facility closest to Wyoming, Michigan:

Cintas # 301  
3149 Wilson Dr.  
Grand Rapids MI 49544  
616-791-6300

State warranties/ guarantees applicable to the uniforms bid: Cintas has a 100%  
Satisfaction Guarantee. If for any reason you are not  
satisfied with your product we will do whatever  
necessary to make you 100% satisfied.

State number of days required for delivery from date of receipt of purchase order: 16-18 days.

TERMS: Net 10  
COMPANY: Cintas #301  
ADDRESS: 3149 Wilson Dr.  
CITY: Grand Rapids STATE: MI ZIP CODE: 49544  
AUTHORIZED BY (Please Print): Kristin M. Dunneback  
AUTHORIZED SIGNATURE: Kristin M Dunneback DATE: 6/18/08  
PHONE: 616-791-6300 FAX: 616-791-6700  
E-MAIL: dunnebackk@cintas.com  
WEB SITE: www.shopcintas.com

All proposals are to be in sealed envelopes and plainly marked "BID FOR WORK UNIFORMS & CARHARTT CLOTHING ITEMS." The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities, and to award the bid in a manner deemed to be in the best interest of the City.

**BID DUE:** 11:00 A.M.; Tuesday, July 15, 2008  
Wyoming City Clerk's Office  
1155 28<sup>th</sup> Street SW  
P.O. Box 905  
Wyoming, Michigan 49509-0905



RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR AWARD OF BIDS

WHEREAS, formal bids have been obtained on the below listed items, and

WHEREAS, the bids received have been reviewed and evaluated as per the attached memorandums, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby award the bids for the purchase of the listed items as recommended in the attached memorandums and summarized below:

<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1. Gate Valves	Etna Supply Company	Bid Prices As Shown On The Attached Memorandum
2. Ballistic Vests	On Duty Gear, LLC	Bid Prices As Shown On The Attached Memorandum

Councilmember \_\_\_\_\_ moved, seconded by Councilmember \_\_\_\_\_, that the above resolution be adopted.

Motioned carried: \_\_\_\_ Yeas, \_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Attachments: Memorandums

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

**MEMORANDUM**

DATE: June 21, 2010  
TO: Mayor and City Council  
FROM: William D. Dooley, Director of Public Works  
SUBJECT: Award of Bid – Gate Valves

On June 8, 2010, the City received four bids for gate valves. Bids were received from East Jordan Iron Works-Wyoming, MI, East Jordan Iron Works-East Jordan, MI, J&S Valve, Inc., and Etna Supply Co. Invitations to bid were sent to twenty-three prospective bidders. The bids received are as shown below:

Size	Estimated Quantity To Be Purchased		Unit Price			
			Etna Supply Co.	East Jordan Iron Works (East Jordan, MI)	J&S Valve	East Jordan Iron Works (Wyoming, MI)
6"	12	(Open right/left)	\$314.53	\$358.20	\$369.00	\$376.71
8"	6	(Open right/left)	\$503.28	\$576.83	\$561.00	\$606.56
12"	0	(Open right/left)	\$993.02	\$1,138.14	\$1,090.00	\$1,196.80

It is estimated that twelve 6” gate valves and six 8” gate valves will be purchased during the year.

It is recommended that the City awards the bid to the lowest bidder, Etna Supply Co.

Sufficient funds have been budgeted in the Water Transmission and Distribution Maintenance Account number 591-441-56200-775.000.

**Interdepartmental Correspondence**

**TO:** Kim Oostindie, Human Resources Supervisor  
**FROM:** Captain Brad Schutter  
**DATE:** June 16, 2010  
**SUBJECT:** Patrol / Bid Specification Results (Ballistic Vests)



Administration Services

---

Please begin the process and necessary paperwork to establish the annual purchase of approximately twenty (20) Ballistic Vests, bids opened on Tuesday, May 11, 2010. Forty-nine invitations to bid were sent to prospective bidders. The bids received are as shown below:

<b>Company</b>	<b>Bid Price for 1 (each)</b>	<b>Bid Price for 10 (Each)</b>	<b>Bid Price for 20 (each)</b>
On Duty Gear, LLC	\$575.00	\$550.00	\$525.00
C.M.P. Distributors	\$582.50	\$560.00	\$534.00
Armor Express	\$834.00	\$834.00	\$834.00

It is our recommendation and request that the bid for the Ballistic Vests be awarded to the low bidder, On Duty Gear.

Funding is allocated and available in the following accounts: 101-305-31500-744000

ORDINANCE NO. 8-10

AN ORDINANCE TO ADD DIVISION II ENTITLED “WIND ENERGY TURBINES” AND DIVISION III ENTITLED “OUTDOOR WOOD-FIRED BOILERS, STOVES AND FURNACES” TO ARTICLE XXIV OF CHAPTER 90 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS.

Section 1. That Division II Entitled “Wind Energy Turbines” is hereby added to Article XXIV of Chapter 90 of the Code of the City of Wyoming to read as follows:

**DIVISION II.**

**WIND ENERGY TURBINES**

**SECTION 90-990: PURPOSE**

The purpose of this Ordinance is to establish guidelines for siting Wind Energy Turbines (WETs). The goals are as follows:

- A. To promote the safe, effective, and efficient use of a WET in order to reduce the consumption of fossil fuels in producing electricity.
- B. Preserve and protect public health, safety, welfare, and quality of life by minimizing the potential adverse impacts of a WET.
- C. To establish standards and procedures by which the siting, design, engineering, installation, operation, and maintenance of a WET shall be governed.

**SECTION 90-991: DEFINITIONS**

- A. **Anemometer** is a temporary wind speed indicator constructed for the purpose of analyzing the potential for utilizing a wind energy turbine at a given site. This includes the tower, base plate, anchors, cables and hardware, wind direction vanes, booms to hold equipment, data logger, instrument wiring, and any telemetry devices that are used to monitor or transmit wind speed and wind flow characteristics over a period of time for either instantaneous wind information or to characterize the wind resource at a given location.
- B. **General Common Element** is defined as an area designated for use by all owners within condominium development.
- C. **Decommissioning** is the process of terminating operation and completely removing a WET(s) and all related buildings, structures, foundations, access roads, and equipment.

- D. Large Wind Energy Turbine (LWET)** is a tower-mounted wind energy system that converts wind energy into electricity through the use of equipment which includes any base, blade, foundation, generator, nacelle, rotor, tower, transformer, vane, wire, inverter, batteries, or other components used in the system. The LWET's main purpose is to supply electricity to off-site customers. The Total Height of a LWET exceeds one hundred and fifty (150) feet. **LWET's are not permitted under this Ordinance.**
- E. Medium Wind Energy Turbine (MWET)** is a tower-mounted wind energy system that converts wind energy into electricity through the use of equipment which includes any base, blade, foundation, generator, nacelle, rotor, tower, transformer, vane, wire, inverter, batteries, or other components used in the system. The MWET has a nameplate capacity that does not exceed two hundred fifty (250) kilowatts. The Total Height does not exceed one hundred and fifty (150) feet.
- F. Nacelle** refers to the encasement which houses all of the generating components, gear box, drive tram, and other equipment.
- G. Net-Metering** is a special metering and billing agreement between utility companies and their customers, which facilitates the connection of renewable energy generating systems to the power grid.
- H. Occupied Building** is a residence, school, hospital, church, public library, business, or any other building used for public gatherings.
- I. Operator** is the entity responsible for the day-to-day operation and maintenance of a WET.
- J. Owner** is the individual or entity, including their respective successors and assigns that have an equity interest or own the WET in accordance with this ordinance.
- K. Rotor Diameter** is the cross-sectional dimension of the circle swept by the rotating blades of a WET.
- L. Shadow Flicker** is the moving shadow, created by the sun shining through the rotating blades of a WET. The amount of shadow flicker created by a WET is calculated by a computer model that takes into consideration turbine location, elevation, tree cover, location of all structures, wind activity, and sunlight.
- M. Small Tower-Mounted Wind Energy Turbine (STMWET)** is a tower-mounted wind energy system that converts wind energy into electricity through the use of equipment which includes any base, blade, foundation, generator, nacelle, rotor, tower, transformer, vane, wire, inverter, batteries, or other components used in the system. The STMWET has a nameplate capacity that does not exceed thirty (30) kilowatts. The Total Height does not exceed seventy (70) feet.
- N. Structure** is any building or other structure, such as a municipal watertower that is a minimum of twelve (12) feet high at its highest point of roof and is secured to frost-footings or a concrete slab.
- O. Small Structure-Mounted Wind Energy Turbine (SSMWET)** converts wind energy into electricity through the use of equipment which includes any base, blade, foundation, generator,

nacelle, rotor, tower, transformer, vane, wire, inverter, batteries, or other components used in the system. A SSMWET is attached to a structure's roof, walls, or other elevated surface. The SSMWET has a nameplate capacity that does not exceed ten (10) kilowatts. The Total Height does not exceed fifteen (15) feet as measured from the highest point of the roof, excluding chimneys, antennae, and other similar protuberances.

- P. Total Height** is the vertical distance measured from the ground level at the base of the tower to the uppermost vertical extension of any blade, or the maximum height reached by any part of the WET.
- Q. Tower** is a freestanding monopole that supports a WET.
- R. Upwind Turbine** is a WET positioned in a manner so that the wind hits the turbine blades before it hits the tower in order to avoid the thumping noise which can occur if the wind is disrupted by hitting the tower before the blades.
- S. Wind Energy Turbine (WET)** is any structure-mounted, small, medium, or large wind energy conversion system that converts wind energy into electricity through the use of a Wind Generator and includes the nacelle, rotor, tower, and pad transformer, if any.

## **SECTION 90-992: TEMPORARY USES**

The following is permitted in all zoning districts as a temporary use, in compliance with the provisions contained herein, and the applicable WET regulations.

### **A. Anemometers**

1. The construction, installation, or modification of an anemometer tower shall require applicable construction permits and shall conform to all applicable local, state, and federal applicable safety, construction, environmental, electrical, communications, and FAA requirements.
2. An anemometer shall be subject to the minimum requirements for height, setback, separation; location, safety requirements, and decommissioning that correspond to the size of the WET that is proposed to be constructed on the site.
3. An anemometer shall be permitted for no more than thirteen (13) months.

## **SECTION 90-993: PERMITTED USES**

**A Small Structure-Mounted Wind Energy Turbine (SSMWET)** and a **Small Tower-Mounted Wind Energy Turbine (STMWET)** shall be considered a permitted use in all zoning districts and shall not be erected, constructed, installed, or modified as provided in this Ordinance unless the applicable construction permits have been issued to the Owner(s) or Operator(s).

All SSMWETs and STMWETs are subject to the following minimum requirements:

### **A. Siting and Design Requirements:**

1. "Upwind" turbines shall be required.
2. Visual Appearance

- a) A SSMWET or STMWET, including accessory buildings and related structures shall be a non-reflective, non-obtrusive color (e.g. white, gray, black). The appearance of the turbine, tower, and any ancillary facility shall be maintained throughout the life of the SSMWET or STMWET.
  - b) A SSMWET or STMWET shall not be artificially lighted, except to the extent required by the FAA or other applicable authority, or otherwise necessary for the reasonable safety and security thereof.
  - c) SSMWET or STMWET shall not be used for displaying any advertising (including flags, streamers, or decorative items), excluding identification of the turbine manufacturer.
3. Ground Clearance: The lowest extension of any blade or other exposed moving component of a SSMWET or STMWET shall be at least fifteen (15) feet above the ground (at the highest point of the natural grade within thirty [30] feet of the base of the tower) and, in addition, at least fifteen (15) feet above any outdoor surfaces intended for human use, such as balconies or roof gardens, that are located directly below the SSMWET or STMWET.
  4. Noise: Noise emanating from the operation of a SSMWET or STMWET shall at all times comply with the standards established within the City Code Chapter 30, Article III.
  5. Vibration: Vibrations shall not be produced which are humanly perceptible beyond the property on which a SSMWET or STMWET is located.
  6. Guy Wires: Guy wires shall not be permitted as part of the SSMWET or STMWET.
  7. In addition to the Siting and Design Requirements listed previously, the SSMWET shall also be subject to the following:
    - a) Height: The total height of a SSMWET shall not exceed 15 feet as measured from the highest point of the roof, excluding chimneys, antennae, and other similar protuberances.
    - b) Setback: The setback of the SSMWET shall be a minimum of fifteen (15) feet from the property line, right-of-way, public easement, or overhead utility lines if mounted directly on a roof or other elevated surface of a structure. If the SSMWET is affixed by any extension to the side, roof, or other elevated surface, then the setback from the property line or right-of-way shall be a minimum of fifteen (15) feet. The setback shall be measured from the furthest outward extension of all moving parts.
    - c) Separation: If more than one SSMWET is installed, a distance equal to the height of the highest SSMWET must be maintained between the base of each SSMWET.
  8. In addition to the Siting and Design Requirements listed previously, the STMWET shall also be subject to the following:
    - a) Height: The Total Height of a STMWET shall not exceed seventy (70) feet.
    - b) Location: The STMWET shall only be located in a rear yard of a property of at least one acre in area that has an occupied building.
    - c) Occupied Building Setback: The setback from all occupied buildings on the applicant's parcel shall be a minimum of twenty (20) feet measured from the base of the Tower.
    - d) Other Setbacks: The setback shall be equal to the Total Height of the STMWET, as measured from the base of the Tower, from the property line, right-of-way, public easement, or overhead public utility lines.
    - e) Separation: If more than one STMWET is installed, a distance equal to the height of the highest STMWET must be maintained between the base of each STMWET.

- f) Electrical System: All electrical controls, control wiring, grounding wires, power lines, and system components shall be placed underground within the boundary of each parcel at a depth meeting the requirements stated in the Michigan Electrical Code. Wires necessary to connect the wind generator to the tower wiring are exempt from this requirement.

**B. Permit Application Requirements:**

1. Name of property owner(s), address, and parcel number.
2. A site plan shall include maps (drawn to scale) showing the proposed location of all components and ancillary equipment of the SSMWET(s) or STMWET, property lines, physical dimensions of the property, existing building(s), setback lines, right-of-way lines, public easements, overhead utility lines, sidewalks, non-motorized pathways, roads and contours. The site plan must also include adjoining properties as well as the location and use of all structures.
3. The proposed type and height of the SSMWET or STMWET to be constructed; including the manufacturer and model, product specifications including maximum noise output (measured in decibels), total rated generating capacity, dimensions, rotor diameter, and a description of ancillary facilities.
4. Documented compliance with the noise requirements set forth in this Ordinance.
5. Documented compliance with applicable local, state and national regulations including, but not limited to, all applicable safety, construction, environmental, electrical, communications requirements.
6. All WETs shall provide documented compliance with Federal Aviation Administration (FAA) requirements, the Michigan Airport Zoning Act (Public Act 23 of 1950, MCL 259.431 et seq.), the Michigan Tall Structures Act (Public Act 259 of 1959, MCL 259.481 et seq.) and local jurisdiction airport overlay zone.
7. Proof of applicant's liability insurance
8. Evidence that the utility company has been informed of the customer's intent to install an interconnected, customer-owned generator and that such connection has been approved. Off-grid systems shall be exempt from this requirement.
9. Other relevant information as may be reasonably requested.
10. Signature of the Applicant.
11. In addition to the Permit Application Requirements previously listed, the SSMWET Application shall also include the following:
  - a) Total proposed number of SSMWETs.
12. In addition to the Permit Application Requirements previously listed, the STMWET Application shall also include the following:
  - a) A description of the methods that will be used to perform maintenance on the STMWET and the procedures for lowering or removing the STMWET in order to conduct maintenance.

**C. Safety Requirements:**

1. If the SSMWET or STMWET is connected to a public utility system for net-metering purposes, it shall meet the requirements for interconnection and operation as set forth in the public utility's then-current service regulations meeting federal, state, and industry standards applicable to wind power generation facilities, and the connection shall be inspected by the appropriate public utility.
2. The SSMWET or STMWET shall be equipped with an automatic braking, governing or feathering system to prevent uncontrolled rotation, over-speeding, and excessive pressure on the tower structure, rotor blades and other wind energy components unless the manufacturer certifies that a braking system is not necessary.
3. A clearly visible warning sign regarding voltage shall be placed at the base of the SSMWET or STMWET.
4. The structural integrity of the SSMWET or STMWET shall conform to the design standards of the International Electrical Commission, specifically IEC 61400-1, "Wind Turbine Safety and Design" and/or IEC 61400-2, "Small Wind Turbine Safety," IEC 61400-22 "Wind Turbine Certification," and IEC 61400-23 "Blade Structural Testing," or any similar successor standards.

**D. Signal Interference:**

1. The SSMWET or STMWET shall not interfere with communication systems such as, but not limited to, radio, telephone, television, satellite, or emergency communication systems.

**E. Decommissioning:**

1. The SSMWET or STMWET Owner(s) or Operator(s) shall complete decommissioning within twelve (12) months after the end of the useful life. Upon request of the owner(s) or assigns of the SSMWET or STMWET, and for a good cause, the city may grant a reasonable extension of time. The SSMWET or STMWET will presume to be at the end of its useful life if no electricity is generated for a continuous period of twelve (12) months. All decommissioning expenses are the responsibility of the Owner(s) or Operator(s).
2. If the SSMWET or STMWET Owner(s) or Operator(s) fails to complete decommissioning within the period prescribed above, the city may designate a contractor to complete decommissioning with the cost plus fifty percent (50%) to be charged to the violator and/or to become a lien against the premises.
3. In addition to the Decommissioning Requirements listed previously, the STMWET shall also be subject to the following:
  - a) Decommissioning shall include the removal of each STMWET, buildings, electrical components, and any other associated facilities. Any foundation shall be removed to a minimum depth of sixty (60) inches below grade, or to the level of the bedrock if less than sixty (60) inches below grade.

- b) The site and any disturbed earth shall be stabilized, graded, and cleared of any debris by the owner(s) of the facility or its assigns. If the site is not to be used for agricultural practices following removal, the site shall be seeded to prevent soil erosion, unless the property owner(s) requests in writing that the land surface areas not be restored.

## **SECTION 90-994: SPECIAL APPROVAL USES**

A **Medium Wind Energy Turbine (MWET)** shall be a special approval use in commercial and industrial districts.

In addition to the materials required for all special land uses, the application shall include the following:

### **A. Siting and Design Requirements:**

1. "Upwind" turbines shall be required.
2. The design of a MWET shall conform to all applicable industry standards.
3. Visual Appearance:
  - a) Each MWET, including accessory buildings and other related structures shall be mounted on a tubular tower and a non-reflective, non-obtrusive color (e.g. white, gray, black). The appearance of turbines, towers and buildings shall be maintained throughout the life of the MWET.
  - b) Each MWET shall not be artificially lighted, except to the extent required by the FAA or other applicable authority, or otherwise necessary for the reasonable safety and security thereof.
  - c) Each MWET shall not be used for displaying any advertising (including flags, streamers, or decorative items), excluding identification of the turbine manufacturer or operator(s).
4. Vibration: Each MWET shall not produce vibrations humanly perceptible beyond the property on which it is located.
5. Shadow Flicker: The MWET owner(s) and/or operator(s) shall conduct an analysis on potential shadow flicker at any occupied building with direct line-of-sight to the MWET. The analysis shall identify the locations of shadow flicker that may be caused by the project and the expected durations of the flicker at these locations from sun-rise to sun-set over the course of a year. The analysis shall identify situations where shadow flicker may affect the occupants of the buildings for more than 30 hours per year, and describe measures that shall be taken to eliminate or mitigate the problems. Shadow Flicker on a building shall not exceed thirty (30) hours per year.
6. Guy Wires: Guy wires shall not be permitted as part of the MWET.
7. Electrical System: All electrical controls, control wiring, grounding wires, power lines, and all other electrical system components of the MWET shall be placed underground within the boundary of each parcel at a depth meeting the requirements as stated in the Michigan Electrical Code. Wires necessary to connect the wind generator to the tower wiring are exempt from this requirement.
8. In addition to the Siting and Design Requirements listed previously, the MWET shall also be subject to the following:
  - a) Height: The Total Height of a MWET shall not exceed one hundred and fifty (150) feet.

- b) **Ground Clearance:** The lowest extension of any blade or other exposed moving component of a MWET shall be at least fifteen (15) feet above the ground (at the highest point of the grade level within fifty [50] feet of the base of the tower) and, in addition, at least fifteen (15) feet above any outdoor surfaces intended for human occupancy, such as balconies or roof gardens, that are located directly below the MWET.
- c) **Noise:**
  - i. Noise emanating from the operation of a MWET or shall at all times comply with the standards established within the City Code Chapter 30, Article III.
- d) **Quantity:** The number of MWETs shall be determined based on setbacks and separation.
- e) **Setback & Separation:**
  - i. **Occupied Building Setback:** The setback from all occupied buildings on the applicant's parcel shall be a minimum of twenty (20) feet measured from the base of the Tower.
  - ii. **Property Line Setbacks:** With the exception of the locations of public or private roads (see below), drain rights-of-way and parcels with occupied buildings (see above), the internal property line setbacks shall be equal to the Total Height of the MWET as measured from the base of the Tower. This setback may be reduced to a distance agreed upon as part of the special use permit if the applicant provides a registered engineer's certification that the WET is designed to collapse, fall, curl, or bend within a distance or zone shorter than the height of the WET.
  - iii. **Public or Private Road Setbacks:** Each MWET shall be set back from the nearest public or private road a distance equal to the Total Height of the MWET, determined at the nearest boundary of the underlying right-of-way for such public or private road.
  - iv. **Communication and Electrical Lines:** Each MWET shall be set back from the nearest above-ground public electric power line or telephone line a distance equal to the Total Height of the MWET, as measured from the base of the Tower, determined from the existing power line or telephone line.
  - v. **Tower Separation:** MWET/tower separation shall be based on industry standard and manufacturer recommendation.

**B. Safety Requirements:**

1. If the MWET is connected to a public utility system for net-metering purposes, it shall meet the requirements for interconnection and operation as set forth in the public utility's then-current service regulations applicable to wind power generation facilities, and the connection shall be inspected by the appropriate public utility.
2. The MWET shall be equipped with an automatic braking or governing system to prevent uncontrolled rotation, over-speeding, and excessive pressure on the tower structure, rotor blades and other wind energy components unless the manufacturer certifies that a braking system is not necessary.
3. Security measures need to be in place to prevent unauthorized trespass and access. Each MWET shall not be climbable up to fifteen (15) feet above ground surfaces. All access doors to MWETs and electrical equipment shall be locked and/or fenced as appropriate, to prevent entry by non-authorized person(s).

4. All spent lubricants, cooling fluids, and any other hazardous materials shall be properly and safely removed.
5. Each MWET shall have one sign, not to exceed two (2) square feet in area, posted at the base of the tower and on the security fence if applicable. The sign shall contain at least the following:
  - a) Warning high voltage
  - b) Manufacturer's and owner/operators name
  - c) Emergency contact numbers (list more than one number)
6. The structural integrity of the MWET shall conform to the design standards of the International Electrical Commission, specifically IEC 61400-1, "Wind Turbine Safety and Design," IEC 61400-22 "Wind Turbine Certification," and IEC 61400-23 "Blade Structural Testing," or any similar successor standards.

**C. Signal Interference:**

1. The MWET shall not interfere with communication systems such as, but not limited to, radio, telephone, television, satellite, or emergency communication systems.

**D. Decommissioning:**

1. The MWET Owner(s) or Operator(s) shall complete decommissioning within twelve (12) months after the end of the useful life. Upon request of the owner(s) or the assigned of the MWET, and for a good cause, the city council may grant a reasonable extension of time. Each MWET will presume to be at the end of its useful life if no electricity is generated for a continuous period of twelve (12) months. All decommissioning expenses are the responsibility of the owner(s) or operator(s).
2. Decommissioning shall include the removal of each MWET, buildings, electrical components, and roads to a depth of sixty (60) inches, as well as any other associated facilities. Any foundation shall be removed to a minimum depth of sixty (60) inches below grade, or to the level of the bedrock if less than sixty (60) inches below grade. Following removal, the location of any remaining wind turbine foundation shall be identified on a map as such and recorded with the deed to the property with the County Register of Deeds.
3. All access roads to the MWET shall be removed, cleared, and graded by the MWET Owner(s), unless the property owner(s) requests, in writing, a desire to maintain the access road. The city will not be assumed to take ownership of any access road unless through official action of the city council.
4. The site and any disturbed earth shall be stabilized, graded, and cleared of any debris by the owner(s) of the MWET or its assigns. If the site is not to be used for agricultural practices following removal, the site shall be seeded to prevent soil erosion, unless the property owner(s) requests in writing that the land surface areas not be restored.
5. If the MWET Owner(s) or Operator(s) fails to complete decommissioning within the period prescribed above the city may designate a contractor to complete decommissioning with the cost plus fifty percent (50%) to be charged to the violator and/or to become a lien against the premises.

**E. Site Plan Requirements:**

1. Site Plan Drawing: All applications for an MWET special approval use shall be accompanied by a detailed site plan map that is drawn to scale and dimensioned, displaying the following information:
  - a) Existing property features to include the following: property lines, physical dimensions of the property, legal description, land use, zoning district, contours, setback lines, right-of-ways, public and utility easements, public roads, access roads (including width), sidewalks, non-motorized pathways, large trees, and all buildings. The site plan must also include the adjoining properties as well as the location and use of all structures and utilities within three hundred (300) feet of the property.
  - b) Location and height of all proposed MWETs, buildings, structures, ancillary equipment, underground utilities and their depth, towers, security fencing, access roads (including width, composition, and maintenance plans), electrical sub-stations, and other above-ground structures and utilities associated with the proposed MWET.
  - c) Additional details and information as required by the Special Use requirements of the Zoning Ordinance or as requested by the Planning Commission.
2. Site Plan Documentation: The following documentation shall be included with the site plan:
  - a) The contact information for the Owner(s) and Operator(s) of the MWET as well as contact information for all property owners on which the MWET is located.
  - b) A copy of the lease, or recorded document, with the landowner(s) if the applicant does not own the land for the proposed MWET. A statement from the landowner(s) of the leased site that he/she will abide by all applicable terms and conditions of the use permit, if approved.
  - c) Identification and location of the properties on which the proposed MWET will be located.
  - d) In the case of a Condominium Development, a copy of the Condominium Development's Master Deed and Bylaws addressing the legal arrangement for the MWET.
  - e) The proposed number, representative types and height of each MWET to be constructed; including their manufacturer and model, product specifications including maximum noise output (measured in decibels), total rated capacity, rotor diameter, and a description of ancillary facilities.
  - f) Documents shall be submitted by the developer/manufacturer confirming specifications for MWET tower separation.
  - g) Documented compliance with the noise, and shadow flicker requirements set forth in this Ordinance.
  - h) Engineering data concerning construction of the MWET and its base or foundation, which may include, but not be limited to, soil boring data.
  - i) A certified registered engineer shall certify that the MWET meets or exceeds the manufacturer's construction and installation standards.
  - j) Anticipated construction schedule.
  - k) A copy of the maintenance and operation plan, including anticipated regular and unscheduled maintenance. Additionally, a description of the procedures that will be used for lowering or removing the MWET to conduct maintenance, if applicable.

- l) Documented compliance with applicable local, state and national regulations including, but not limited to, all applicable safety, construction, environmental, electrical, and communications. The MWET shall comply with Federal Aviation Administration (FAA) requirements, Michigan Airport Zoning Act, Michigan Tall Structures Act, and any applicable airport overlay zone regulations.
- m) Proof of applicant's liability insurance.
- n) Evidence that the utility company has been informed of the customer's intent to install an interconnected, customer-owned generator and that such connection has been approved. Off-grid systems shall be exempt from this requirement.
- o) Other relevant information as may be requested by the city to ensure compliance with the requirements of this Ordinance.
- p) Following the completion of construction, the applicant shall certify that all construction is completed pursuant to the Special Approval Use.
- q) A written description of the anticipated life of each MWET; the estimated cost of decommissioning; the method of ensuring that funds will be available for decommissioning and site restoration; and removal and restoration procedures and schedules that will be employed if the MWET(s) become inoperative or non-functional.
- r) The applicant shall submit a decommissioning plan that will be carried out at the end of the MWET's useful life, and shall describe any agreement with the landowner(s) regarding equipment removal upon termination of the lease.
- s) The city reserves the right to review all maintenance plans and bonds under this Ordinance to ensure that all conditions of the permit are being followed.
- t) Signature of the Applicant.

**F. Certification & Compliance:**

- 1. The city must be notified of a change in ownership of a MWET or a change in ownership of the property on which the MWET is located. This notification shall be required as a deed restriction, with a recorded copy thereof provided to the city.
- 2. The city, given just cause, reserves the right to inspect any MWET in order to ensure compliance with the Ordinance. Costs associated with the inspections shall be paid by the owner/operator of the MWET.

**G. Public Inquiries & Complaints:**

- 1. Should an aggrieved property owner allege that the MWET is not in compliance with the shadow flicker requirements of this Ordinance, the procedure shall be as follows:
  - a) Notify the city in writing regarding concerns about the amount of shadow flicker.
  - b) If the complaint is deemed sufficient by the city to warrant an investigation, the city will request the Owner(s) to provide a shadow flicker analysis of the turbine as constructed to determine compliance of the requirements of this Ordinance.
  - c) If the MWET Owner(s) is in violation of the Ordinance shadow flicker requirements, the Owner(s) take immediate action to bring the MWET into compliance which may include ceasing operation of the WET until the Ordinance violations are corrected.

Section 2. That Division III, Entitled “Outdoor Wood-Fired Boilers, Stoves and Furnaces is hereby added to Article XXIV of Chapter 90 of the Code of the City of Wyoming to read as follows:

### **DIVISION III**

#### **OUTDOOR WOOD-FIRED BOILERS, STOVES AND FURNACES**

##### **SECTION 90-996: PURPOSE**

The purpose of this Ordinance is to establish guidelines for siting Outdoor Wood-Fired Boiler, Stove and Furnaces (OWFBSF). The goals are as follows:

- A. To provide for the safe, effective, and efficient use of an OWFBSF.
- B. To preserve and protect public health, safety, welfare and quality of life by minimizing the potential adverse impacts of an OWFBSF.
- C. To establish standards and procedures by which the siting, design, engineering, installation, operation, and maintenance of an OWFBSF shall be governed.

##### **SECTION 90-997: DEFINITIONS**

**A. Outdoor Wood-Fired Boilers, Stoves, or Furnaces (OWFBSF)** means a structure that:

- 1. Is designed, intended, or used to provide heat and/or hot water to any residence or other structure, and:
- 2. Operates by the burning of wood or other solid fuel: and
- 3. Is not located within a structure used for human or animal habitation.

**B. Refuse** means any waste material, garbage, animal carcasses, and trash or household materials except trees, logs, brush and stumps.

##### **SECTION 90-998: PERMITTED USES**

An **Outdoor Wood-Fired Boiler, Stove, or Furnace (OWFBSF)** shall be permitted as an accessory use subject to the following requirements:

- 1. The OWFBSF is permitted only in the ER Estate Residential district.
- 2. The property shall be a minimum of two acres in area.
- 3. The OWFBSF must be certified by a national testing laboratory.
- 4. Only products intended or manufactured to be utilized in the OWFBSF may be burned in the unit. The OWFBSF shall not be used to burn refuse, leaves, green vegetative matter or noxious plants.

5. The OWFBSF shall be located at least 300 feet from the nearest occupied dwelling which is not on the same property.
6. The OWFBSF shall be located a minimum of 20 feet from the nearest building on the same property.
7. The OWFBSF shall only be located in the rear yard and shall be located at least 50 feet from any side or rear property lines.
8. The OWFBSF shall have a chimney that extends at least fifteen (15) above the ground surface. If there are any residences within 500 feet, the chimney shall extend at least as high from the ground as the peak of the roof of those residences. The Building Official may approve a lesser height on a case-by-case basis if necessary to comply with manufacturer's recommendations and if the smoke from the lower chimney height does not create a nuisance for neighbors.
9. The OWFBSF, and any electrical, plumbing, mechanical or other apparatus in connection with the device, shall be installed, operated and maintained in conformance with the manufacturer's specifications. A mechanical permit shall be required prior to installation.
10. Stockpiled wood shall be located in the rear yard and shall be setback a minimum of 50 feet from side or rear property lines.

Section 3. This ordinance shall be in full force and effect on the 6<sup>th</sup> day of July, 2010.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the 21st day of June, 2010.

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Heidi A. Isakson  
Wyoming City Clerk

Ordinance No. 8-10