

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JANUARY 21, 2013, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Dennis Gilbert, Church of the Open Door
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of January 7, 2013, committee of the whole meeting of January 14, 2013 and the work session of January 14, 2013
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. State of the City address by Mayor Jack Poll
 - 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**
 - 1) Budget Amendment No. 31 – To Appropriate \$5,000 of Budgetary Authority for Preliminary Engineering for the Reconstruction of 44th Street from Stafford to Division Avenue
- 14) Consent Agenda**

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

 - a) To Appoint Denise Wade as a Member of the Housing Commission for the City of Wyoming
 - b) To Appoint Noel Hentschel as a Member of the Officers Compensation Commission for the City of Wyoming
 - c) To Appoint Harry J. Hudson as a Member of the Officers Compensation Commission for the City of Wyoming
 - d) To Confirm the Appointment of Mike Larabel as an Alternate Citizen Member of the Board of Review for the City of Wyoming
 - e) To Reappoint Boards, Commissions and Committees for the City of Wyoming

15) Resolutions

- f) To Authorize the Mayor and City Clerk to Enter into Recreation Facility Use License Agreement with Godfrey-Lee Public Schools

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

- g) To Authorize the Mayor and City Clerk to Execute an Agreement with Progressive AE for the Preparation of a Bicycle Facilities Plan for the City of Wyoming (Budget Amendment No. 32)
- h) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Rehabilitation of the Burlingame Avenue Bridge Over Buck Creek in the City of Wyoming
- i) To Accept a Proposal for Design/Build Services (Budget Amendment No. 30)
- j) For Award of Bids
 - 1. Automated External Defibrillators (Budget Amendment No. 33)
 - 2. Two Continuous Turbidity Analyzers

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO APPOINT DENISE WADE AS A MEMBER OF THE
HOUSING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Denise Wade has submitted an application requesting appointment to the Housing Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2013 on the Housing Commission.
3. It is the recommendation of the City Manager that Denise Wade is appointed to serve on the Housing Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to appoint Denise Wade to the Wyoming Housing Commission for the unexpired term ending on June 30, 2013.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT NOEL HENTSCHEL AS A MEMBER
OF THE OFFICERS COMPENSATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Noel Hentschel has submitted an application requesting appointment to the Officers Compensation Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2018 on the Officers Compensation Commission.
3. It is the desire of Mayor Jack A. Poll that Noel Hentschel is appointed to serve on the Officers Compensation Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Noel Hentschel to the Officers Compensation Commission for the City of Wyoming for a term expiring June 30, 2018.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT HARRY J. HUDSON AS A MEMBER
OF THE OFFICERS COMPENSATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Harry J. Hudson has submitted an application requesting appointment to the Officers Compensation Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2019 on the Officers Compensation Commission.
3. It is the desire of Mayor Jack A. Poll that Harry J. Hudson is appointed to serve on the Officers Compensation Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Harry J. Hudson to the Officers Compensation Commission for the City of Wyoming for a term expiring June 30, 2019.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF MIKE LARABEL
AS AN ALTERNATE CITIZEN MEMBER OF THE BOARD OF REVIEW
FOR THE CITY OF WYOMING

WHEREAS:

1. Mike Larabel has submitted an application requesting appointment to the Board of Review for the City of Wyoming.
2. A vacancy exists in the position of Alternate Citizen on the Board of Review for the City of Wyoming.
3. It is the desire of the City Council that Mike Larabel be appointed to a new term ending January 31, 2016.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Mike Larabel as an Alternate Citizen member of the Board of Review for the regular term ending January 31, 2016.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

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

WHEREAS:

1. Term of office for some members of various Boards, Commissions and Committees expires January 2013.
2. It is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

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

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Board of Review</u>	
Steve Wilber	01/31/2016
James Hake	01/31/2016
Ronald Palmer	01/31/2016
 <u>Greater Wyoming Community Resource Alliance</u>	
James Carmody	01/01/2016
Paul Wegener	01/01/2016
Connie Bellows	01/01/2016

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO
RECREATION FACILITY USE LICENSE AGREEMENT WITH GODFREY-LEE PUBLIC
SCHOOLS

WHEREAS:

1. The City of Wyoming has maintained a practice of entering into recreational facilities agreements and license agreements.
2. The City of Wyoming has maintained positive relations with Godfrey-Lee Public Schools District in efforts to maximize recreation services and opportunities for community quality of life improvement.
3. Godfrey-Lee Public Schools District is without the necessary facilities to provide for selected athletic programs.
4. Godfrey-Lee Public Schools District has approached the City of Wyoming to use and improve the softball field located at Battjes Park for its athletic programs, specifically for practices only.
5. The agreements allow for school district use of park property while ensuring that the City of Wyoming does not acquire an undo financial burden directly related with such use. Godfrey-Lee Public Schools shall provide an annual payment to the City of Wyoming of \$500.

NOW THEREFORE BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute license agreements with Godfrey-Lee Public Schools District for the use of selected facilities of Battjes Park.

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

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

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: January 7, 2013

Subject: Godfrey-Lee Public School License Agreements

From: Rebecca Rynbrandt, Director of Community Services

Cc: David Britten, Superintendent, Godfrey-Lee Public Schools

RECOMMENDATION:

It is recommended that the City Council approve the revised license agreement with the Godfrey-Lee Public Schools District for the use of City of Wyoming's Battjes Park.

SUSTAINABILITY CRITERIA:

Environmental Quality – License agreements provide for effective facility management, working to ensure safe playing surfaces, turf care through the development of maintenance programs related to the extent of use, including aeration, over seeding, mowing, miscellaneous turf care, field preparation, etc.

Social Equity – License agreements work to ensure an equitable level of community support for all school districts serving Wyoming citizens; that costs incurred through the use of exclusive, organized use of a particular school district are not inappropriately borne by all citizens.

Economic Strength – Both the City of Wyoming and Godfrey-Lee Public Schools District seek to reaffirm and expand our historical relationships of park use while maximizing the return on public facility investments. The school district shall provide for an annual cash payment of \$500, as well as continue to assume all costs associated with improving the Battjes Park ball field for use by its athletic programs.

DISCUSSION:

Since 2007, the City of Wyoming Parks and Recreation Department has maintained a Recreational Facilities Use Agreement with Godfrey-Lee Public Schools District (GLPS) for redevelopment and use of the Battjes Park ball field. When the agreement was adopted it was GLPS intent to improve the area to a standard that would permit game play. However, the field's turf conditions, lack of drainage (standing water/grading issues), fencing and benches, and inability to expand the field's dimensions to accommodate a conversion of the field to middle school baseball standards proved cost prohibitive to the district and the agreement languished.

This past fall we again had conversations with GLPS regarding the softball field and the possibility of using the field as a practice facility only for various athletic programs the school district deemed appropriate. As a result of renewed interest by the school district, a revised Recreation Facilities Agreement allowing for GLPS to assume responsibility for improving the field to a standard they deemed appropriate for safe, practice use for their athletic programs has been made. In return for this exclusive, reserved use, and annual payment of \$500 shall be provided to the City of Wyoming.

The attached agreement and resolution have been prepared for your consideration.

Attachment: License Agreement

Resolution

RECREATIONAL FACILITIES AGREEMENT

CITY OF WYOMING – GODFREY LEE PUBLIC SCHOOLS

THIS RECREATIONAL FACILITIES AGREEMENT is entered into between the CITY OF WYOMING, of 1155 - 28th Street, S.W., Wyoming, Michigan, hereinafter referred to as the “City,” and the Godfrey-Lee Public Schools, of 1324 Burton Street, S.W., Wyoming, Michigan, hereinafter referred to as “GLPS.”

Preliminary Statement

The City is the owner of the property and facilities located at Battjes Park, 1655 Blandford St., Wyoming, Michigan. GLPS has requested the use of such property at Battjes Park for its athletic programs as a practice facility in the City of Wyoming. GLPS recognizes the impact of its proposed use to conditions of the field and its related facilities, as well as the annual maintenance need of such facilities in order to ensure their continued physical integrity appropriate for their planned use.

Agreement

In consideration of the mutual promises of the parties, they agree:

1. GLPS shall have a nonexclusive revocable license to use the following described property (the “premises”).

Softball field area located within P.P. No.: 41-17-03-451-010,427-001, part of section 03, T6N, R12W, City of Wyoming, Kent County, MI (See reference: Attachment 1)

2. During the term of this agreement GLPS may use the premises for athletic program(s) practices only, including and limited to, the following: designated softball field, parking, and restrooms. The parties acknowledge that the City is not affiliated with GLPS nor does the City sponsor or control any GLPS activities or programs.

3. This agreement commences January 1, 2013 and expires on December 31, 2013 at which time it shall be automatically renewed for successive one (1) year terms, unless either party delivers written notice of non-renewal to the other party not less than sixty (60) days before the expiration of the then current term. The City may revoke this agreement at any time for non-performance on GLPS behalf. Should the City so elect to revoke this agreement, GLPS shall have a period of three (3) months from the date of written notice of revocation during which to remove any of GLPS personal property from the premises, subject to other conditions as listed herein.

4. GLPS, at its expense, shall be responsible for maintaining the area in a manner deemed safe and reasonable, including its fencing, field surface, grounds, etc. appropriate to the intensity of use and specific to the athletic program(s). All maintenance (with the exception of mowing) and repair of the designated premises shall be the responsibility of GLPS. GLPS assumes all responsibility and liability for

field conditions.

The City shall specifically provide for the general mowing of grass.

5. All improvements on the premises shall be the responsibility of GLPS in accordance with the City's plan as established by the Wyoming Parks and Recreation Departments staff and Council. Any variations from this plan will require the approval of the City. Advance approval of improvements is required by the Director of Community Services, or designee, and shall not be unreasonably withheld. Upon expiration of the agreement, unless the Parties agree to an extension of said agreement, all improvements made to the park by GLPS will become the sole property of the City.

6. The City of Wyoming shall maintain a level and standard of service reflective in all park settings, including but not limited to parking, general landscaping, mowing, trash removal, and sanitary provisions.

7. GLPS recognizes that there shall be no storage of equipment; use of irrigation or lighting systems, or scoreboard within the park. All bases, bats, and miscellaneous equipment of GLPS shall be removed daily.

8. GLPS affirms that its representatives have toured the site and are aware of its limitations and turf conditions. Specifically, the size limits of the space, lack of fencing, lack of player benches and spectator seating, and un-irrigated, hard packed mix of grass and dirt turf conditions.

9. GLPS shall have first priority of use between the hours of 3 p.m. and 6 p.m., for the scheduled use of the premises Monday through Friday, beginning the second week of March through the final day of May, and the first week of August through the second week of October. GLPS shall provide schedules in advance to the City for its proposed use of the premises. Failure of GLPS to submit a schedule to the Director of Community Services, or designee, by March 1 of each year for Fall and winter activities, by October 1 for spring and summer activities will constitute forfeiture of GLPS first priority rights.

The City reserves the right to schedule other activities that do not interfere with GLPS activities on the submitted schedule. In the event the City uses or permits other organizations to use said facility, such use will not interfere with the right of use by GLPS granted herein and the City shall provide for all cleanup and maintenance required as a result of said use.

The City of Wyoming shall oversee facility use and scheduling.

10. City of Wyoming resident use of park facilities shall not be restricted with the exception of those facilities scheduled or rented for use.

11. In return for ensuring GLPS use, and allowing for facility maintenance related to such use, GLPS shall:

- a. Provide an annual payment of five hundred dollars (\$500) payable May 1.
- b. Agree to assume the cost of all turf maintenance and repair, with the exception of general mowing.

- c. Shall assume all liability for its use of, including but not limited to its students, staff, volunteers, spectators, and contractors, and ingress and egress access to the facilities.

12. GLPS shall, at its sole expense, provide liability insurance to protect the City against all liability resulting or arising from the use of said premises and facilities naming the City as an additional insured. Said insurance shall be in the minimum amount of \$1,000,000 for combined single limit personal injury, bodily injury, and property damage. Said policy of insurance shall be submitted to the City for approval by the City Attorney before any use may be undertaken by GLPS of said premises. GLPS shall further show evidence of said insurance coverage to the City each anniversary dates thereof.

13. GLPS may not assign or in any manner transfer this letter of agreement. Specifically, GLPS may use said premises and facilities for its activities only and may not permit any other organizations or persons to use said premises or facilities.

14. GLPS shall operate said premises in compliance with the Code of the City or any other applicable laws, rules and regulations. If the City notifies GLPS of any violations of this Agreement, GLPS shall promptly remedy those violations. In the event that these violations are not promptly remedied, the City may remedy the same and GLPS agrees to reimburse the City for all costs of remedying the conditions, without prejudice to the City's right to recover damage for GLPS actions.

15. GLPS agrees to indemnify, defend and hold the City, its officers, agents and employees, harmless from all liability, claims and expenses, including but not limited to actual attorney's fees, arising out of GLPS activities under this agreement.

16. This Agreement contains the entire agreement between GLPS and the City with regard to its subject matter, supersedes all previous agreements on this subject matter, and may be amended only in writing signed by both parties.

CITY OF WYOMING

Dated: _____, 2013

By _____
Jack A. Poll, Mayor

Dated: _____, 2013

By _____
Heidi A. Isakson, City Clerk

Dated: _____, 2013

Godfrey-Lee Public Schools
By _____
Authorized Signature

Dated: _____, 2013

By _____
Witness

Attachment 1 : City of Wyoming Battjes Park Godfrey Lee Public Schools Use Area



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH PROGRESSIVE AE FOR THE
PREPARATION OF A BICYCLE FACILITIES PLAN FOR THE CITY OF WYOMING

WHEREAS:

1. On January 15, 2013, Progressive AE submitted the attached proposal to provide professional transportation services related to the analyses and planning of bicycle facilities in the City of Wyoming.
2. Progressive AE will identify future bicycle routes, collect and analyze data, and prepare maps and reports of future bicycle facilities in Wyoming.
3. The cost of this work is \$17,540 and can be financed out of the Capital Improvements Fund, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes Progressive AE perform a Bicycle Facilities Analyses and Plan for the City of Wyoming in the amount of \$17,540.
2. The City Council hereby approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: January 21, 2013

Budget Amendment No. 03 2

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$18,000 of budgetary authority for a Bicycle Facilities Analysis and Plan Update per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Capital Improvement Fund</u>				
Public Works - Capital Outlay - Major Street Construction 2013 CP.Bicycle Facilities Analysis and Plan Up. 400-441-50200-972.502 2013CP.BicycleFac.	\$0	\$18,000		\$18,000
Fund Balance/Working Capital (Fund 400)				\$18,000

Recommended: *Timothy Smith*
Finance Director

Curtis Holt
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2012-2013 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

Staff Report

Date: January 15, 2013

Subject: Bike Route Plan

From: Russ Henckel, Assistant Director of Public Works - Engineering

Meeting Date: January 21, 2013

Recommendation:

Staff recommends authorizing Progressive AE to perform the Bicycle Facilities Analyses and Plan for the amount of \$17,540.

Sustainability Criteria:

Environmental Quality – This study will identify the most effective and efficient routes for cyclists to travel through Wyoming, promoting healthy and pollution-free travel.

Social Equity – This study will identify routes through Wyoming usable by multiple modes of transportation.

Economic Strength – This study will be used to plan future street improvements which may be needed for the redevelopment adding to the economic strength of our community.

Discussion:

On January 15, 2013, Progressive AE submitted a proposal for the preparation of a Bicycle Facilities Plan for Wyoming. The study will identify future bicycle facilities in Wyoming and will be completed within ten weeks at a cost of \$17,540.

It is recommended that the City Council authorize Progressive AE to prepare a Bicycle Facilities Plan in the amount of \$17,540.

Budget Impact:

Funds are available in the Capital Improvements Fund, but a budget amendment is necessary.

Attachments: Agreement
Progressive AE Proposal
Budget Amendment

AGREEMENT

This Agreement made this _____ day of _____, 2013 between the City of Wyoming, a municipal corporation of 1155 - 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter "City") and Progressive AE, a corporation having an office located at 1811 4 Mile Road, NE, Grand Rapids, Michigan, 49525 (hereinafter "Consultant") the terms of which are as follows:

1. The City hereby hires Consultant to provide professional transportation planning/engineering services related to analyses and related updating of the bicycle facilities plan for the City of Wyoming.
2. The work to be performed shall be in accordance with the proposal dated January 15, 2013, and the customary standard of professional care.
3. Payment shall be made in accordance with the work outlined in the proposal and upon receipt of billing for work completed. Said billing shall be an amount not to exceed \$17,540. Undisputed portions of invoices are due within 30 days.
4. Upon completion of the services or in the event of a termination of the contract during the performance of the services, all completed work, and/or work in progress shall become the property of the City upon payment for the work.
5. Consultant is an independent contractor and the City is hiring consultant for professional services. All officers, agents and employees of consultant shall at all times be considered employees of consultant and not of the City.
6. This Agreement contains the entire agreement between the parties and may not be modified except in writing by mutual consent.

CITY OF WYOMING

Progressive AE

Jack Poll
Its Mayor

Heidi A. Isakson
Its City Clerk

APPROVED AS TO FORM:



January 15, 2013

Russ Henckel
Asst. Director of Public Works - Engineering
2600 Burlingame SW
Wyoming, MI 49509

Re: Proposal for Transportation Planning/Engineering Services
Bicycle Facilities Analyses and Plan Update

Dear Mr. Henckel:

We are pleased to submit this proposal for providing professional transportation planning/engineering services related to analyses and related updating of the bicycle facilities plan for the City of Wyoming. Our understanding of the requested services is based upon our meeting discussion on December 20, 2012 and the graphic information you provided related to the existing trail system, street plans, and traffic volumes.

SCOPE OF SERVICES

It is our understanding that the City wishes to define and/or update the Wyoming trails system by defining where additional linkages are needed and the most feasible solutions to completing those missing links. One of the key elements of the efforts will be to define applicable locations for developing on-street bike lanes within Wyoming's overall trail system. To provide such a plan to the city we propose to complete the following tasks:

1. *Data Collection and Review.* In addition to the information you have already provided, we will obtain from the city (or other available sources) any potential missing data sets that would be essential or helpful with developing a system master plan. The collected data that has/will be obtained and reviewed includes the following:
 - past conceptual bike path/lane plans and trails maps
 - list/map of upcoming street projects
 - 24-hour traffic volume data/maps
 - vehicular speeds data/maps
 - past transportation plans (as they relate to bike facilities)
 - adjacent communities planned bike system improvements
 - any potential Wyoming parks improvement plans
2. *System Reconnaissance.* Both prior to and during subsequent tasks we will complete on-site reconnaissance of the existing bike path and bike lane systems and those street sections that are potential candidates for bike lane or related improvements.
3. *Connectivity Analysis.* The first set of review/analyses will be to define where we need additional bike path or bike lane links, especially as they relate to existing key points within the city and connections to adjacent community/regional systems. An example is a potential linkage between Palmer Park and

Pinery Park (and points north), likely utilizing (to a large degree) the Michael and DeHoop Avenue corridors. Such a linkage would also serve the future redeveloped Turn-On-28th subarea.

4. *Conversion Analyses.* Another key task will be to define which street corridors or sections may make good candidates for conversion from 4 lanes to 3 lanes. Volume-related criteria adopted by MDOT will be used as the primary basis for this analysis and will take into account longer term traffic projections. The initial focus will be on those streets that are already planned for some level of reconstruction or improvement whereby revised pavement markings and other related improvements can be readily included. Recommended corridors/sections will be defined based upon a base volume threshold and not higher level thresholds that require more in-depth traffic modeling (unless directed/authorized additionally by the city). This will be a conservative set of analyses so it is likely that street segments that are projected to have traffic volumes that are borderline in the long term will not be recommended for conversion.
5. *Related Improvements.* Based upon the above tasks results and current proposed bike system expansions, we will identify in a general nature additional improvements that will be needed to allow the bike lane system to function safely and efficiently at signalized intersections and where they link up with other types of bike facilities.
6. *Mapping.* The above recommendations will be mapped both on an aerial base and street system base.
7. *Summary Report.* Progressive AE will submit a short summary report that outlines the technical findings and conclusions drawn from the tasks, including a specific section regarding the street conversion analyses and findings.
8. *Meetings.* The budget outlined below includes our attendance at two meetings/presentations at the direction of the city.

SCHEDULE and BUDGET

Schedule

The tasks outlined above will be completed within eight weeks to ten weeks of authorization to proceed and receipt of applicable documentation.

Budget

The cost to complete the above tasks (labor and expenses) will be \$17,540 (seventeen thousand five hundred forty dollars). We would be happy to provide additional services (such as additional meetings, conversion analyses requiring Synchro modeling, etc) as authorized by the City.

Progressive AE has prepared this proposal including the scope of work, task assumptions, schedule, and compensation for the City of Wyoming only. We request that it be treated as strictly confidential and not copied or distributed for any reason other than evaluation for our hire. If the overall proposal is acceptable to you and the City of Wyoming, please have both originals executed in the space provided and return one executed original to our office for our records.

We are pleased to submit this proposal and look forward to the opportunity to work with you and the City of Wyoming on this bicycle system review and analysis efforts. Please let us know if you have any questions regarding the above proposal information.

Sincerely,

PROGRESSIVE ARCHITECTURE ENGINEERING



Peter C. LaMourie, P.E. PTOE
Transportation Engineering Practice Leader

PCL/smg
Proposal
01200104/005
cc: Progressive AE – Tom Frey, Laura Hill, Jon Parrish
X:\WMAJ1\01200104\005-Transportation\2013\pl0115p-Wyoming.docx

ACCEPTED:

BY: _____

POSITION: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR THE REHABILITATION OF THE BURLINGAME
AVENUE BRIDGE OVER BUCK CREEK IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming in cooperation with the Michigan Department of Transportation (MDOT) proposes to rehabilitate the Burlingame Avenue Bridge over Buck Creek south of 44th Street in Wyoming.
2. The project will include the removal and replacement of the bridge beams, deck and approaches.
3. The Michigan Department of Transportation has submitted the attached City-State Agreement outlining the rights and obligations for the parties.
4. The anticipated cost for the City of Wyoming's share, based upon the engineer's estimate, is \$45,300.00.
5. The costs for this project can be financed out of the Capital Improvements Program account number 400-441-50200-972502, 2013 CP Burlingame Bridge Over Buck Creek.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with MDOT for the rehabilitation of the Burlingame Avenue bridge over Buck Creek.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 21, 2013.

Heidi A. Isakson, Wyoming City Clerk

Staff Report

Date: January 15, 2012

Subject: City-State Agreement with MDOT - Burlingame Avenue Bridge over Buck Creek

From: Russ Henckel, Assistant Director of Public Works - Engineering

Meeting Date: January 21, 2013

Recommendation:

Staff recommends approval of the City-State Agreement for the rehabilitation of the Burlingame Avenue Bridge over Buck Creek south of 44th Street in Wyoming.

Sustainability Criteria:

Environmental Quality – The Agreement specifies the terms of the rehabilitation of the Burlingame Avenue bridge over Buck Creek which will allow all vehicles to travel over the bridge and no longer require heavy loads to detour up to four miles to avoid crossing the existing structure.

Social Equity – This Agreement does not have an impact upon Social Equity.

Economic Strength – This Agreement specifies the terms that both MDOT and Wyoming share in the costs of the rehabilitation of the Burlingame Avenue bridge over Buck Creek.

Discussion:

The existing Burlingame Avenue bridge over Buck Creek has experienced some deterioration of the beam requiring load restrictions, limiting heavy vehicles crossing the structure. The City of Wyoming and MDOT have jointly received federal funding for the rehabilitation of bridge to replace the bridge beams, and bringing the bridge back to its full capacity. MDOT has submitted the attached City-State Agreement specifying the estimated costs and obligation for the rehabilitation project. The funding for the project is split 95% MDOT (\$749,700) and 5% Wyoming (\$45,300).

It is recommended that the City Council authorize the Mayor and City Clerk to execute the attached Agreement with MDOT for the rehabilitation of the Burlingame Avenue bridge over Buck Creek.

Budget Impact:

Funds are available in the Capital Improvements Fund.

LOCAL BRIDGE
NON FED

CAB

Control Section MCS 41024
Job Number 112267
Structure B01 OF 41-24-39 (#5246)
Contract No. 12-5603

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 4, 2012, attached hereto and made a part hereof:

PART A – STATE PARTICIPATION

Rehabilitation work for structure B01 of 41-24-39 (#5246), which carries Burlingame Avenue over Buck Creek, Section 27, T6N, R12W, City of Wyoming, Kent County, Michigan; including superstructure replacement, riprap, approach, and maintaining traffic work; and all together with necessary related work.

PART B – NO STATE PARTICIPATION

Contractor staking work for the structure B01 of 41-24-39 (#5246), which carries Burlingame Avenue over Buck Creek; and all together with necessary related work.

WITNESSETH:

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

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

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

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

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

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

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

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

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

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

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

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by state Local Bridge Funds. The state Local Bridge Funds will be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 95 percent. The remaining 5 percent of the eligible items of the PART A portion of the PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for State participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

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

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

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the approaches being constructed as a part of the PROJECT.

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

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were

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

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

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

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

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use the state Local Bridge Funds.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of

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

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway or bridge structure(s) and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s), described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

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

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

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

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

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

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

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

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

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

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

FORM APPROVED
1-4-13
J.C.S.
ASSISTANT
ATTORNEY
GENERAL

RECEIVED
12/21

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A
PROPOSAL FOR DESIGN/BUILD SERVICES

WHEREAS:

1. As detailed in the attached memorandum from the Director of Public Works, proposals were requested for design/build services to renovate the north clarifier at the Water Treatment Plant.
2. It is recommended that the City Council accept the lone proposal received from Erhardt Construction in the amount of \$686,100.
3. The design/build services will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Erhardt Construction for the design/build services and approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 21, 2013.

ATTACHMENTS:
Budget Amendment
Staff Report
Proposal

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: January 16, 2013
Subject: Renovation of North Clarifier at the Water Treatment Plant
From: William D. Dooley, Director of Public Works
Meeting Date: January 21, 2013

RECOMMENDATION

It is recommended that the City Council authorize Erhardt Construction to perform design/build services for the renovation of the north clarifier at the water treatment plant.

SUSTAINABILITY CRITERIA

Environmental: The proposed renovation of the north clarifier allows Wyoming to reuse an existing obsolete facility, thereby avoiding any potential negative impacts associated with the construction of new industrial buildings.

Social Equity: The proposed renovation will benefit all water customers in the Wyoming system.

Financial Stability: The proposed renovation will improve the efficiency of the maintenance operations at the water treatment plant and help control the associated maintenance costs.

DISCUSSION

In 2007, plans to renovate the north clarifier at the Water Treatment Plant (WTP) were indefinitely postponed as a means of reducing the scope and cost of the WTP expansion project. The purpose of the clarifier renovation was to consolidate the maintenance facilities at the WTP in order to improve the efficiency of this essential work group. Without said renovation, maintenance equipment, tools, supplies and personnel are distributed in multiple locations throughout the WTP site.

After investigating various alternatives, the use of a design-build contractor was determined to be most economical and proposals were solicited from three such companies in the Grand Rapids area. On December 18, 2012, one proposal was submitted from Erhardt Construction. The cost of this renovation is approximately \$700,000 which will be shared by Wyoming (\$400,000) and Ottawa County (\$300,000). It is in Wyoming's best interest to renovate this existing facility and

improve the maintenance operations at the water treatment plant. Ottawa County is supportive of moving ahead with this necessary renovation.

BUDGET IMPACT

The \$700,000 cost for renovating the north clarifier at the water treatment plan can be financed out of the Water Fund, but a budget amendment is necessary.



Right from the start™

6060 Fulton Street East ■ Ada, Michigan 49301-0208 ■ (616) 676-1222 ■ (616) 676-1676 F

December 18, 2012

Ms. Mary Marchwinski
City of Wyoming
1155 – 28th Street SW
PO Box 905
Wyoming, MI 49509-0905

RE: Proposal for Design/Build Services, Donald K. Shine Water Treatment Plant, Renovation of One Obsolete Clarifier Building

Dear Ms. Marchwinski,

Erhardt Construction is pleased to provide the enclosed proposal for Design/Build services. We have a high level of interest in your project, and you have our commitment to engage in an open, collaborative process with the City of Wyoming and the rest of your team to meet the objectives of your project and exceed your expectations along the way. Our total involvement and collaborative approach will ensure that your project is completed according to your vision and needs. In fact, that is our promise to you. As President, I personally commit myself and our project team to fulfilling that promise.

In addition to meeting the requirements set forth in the invitation, Erhardt Construction is uniquely qualified to join your team for the following reasons:

EXPERIENCE WITH WATER AND WASTEWATER TREATMENT PLANT PROJECTS

Erhardt is experienced in improvements to water and wastewater treatment projects around West Michigan, including projects for the City of Wyoming. This means that our project team knows the processes, how they operate, and will lead the project in a way that minimizes impact on your operations.

EXEMPLARY PRE-CONSTRUCTION PROCESSES

From budgeting to constructability review, to value analysis and life cycle costs, Erhardt has the processes and expertise to provide you with all the information necessary to make fully informed decisions about your project.

PERSISTENT PURSUIT OF QUALITY AND PERFORMANCE

We place a high value on quality and performance of our projects. Quality goes far beyond how a project looks. The real measure is in how it performs. Our early involvement and hands-on approach is the best way to ensure your project meets your unique vision and needs, right from the start.

For our specific proposal for this project, please refer to the attached requested documents. Documents include our Proposal Form, Bid Bond, Statement of Understanding, Summary of Experience, definition of our Scope of Work and Materials, Organization Chart (with resumes), Schedule, and clarifications of any questionable areas.

Please feel free to contact us if you have any questions or require further information. We look forward to working with you on this interesting project.

Very truly yours,

ERHARDT CONSTRUCTION

A handwritten signature in cursive script that reads "Benjamin D. Wickstrom".

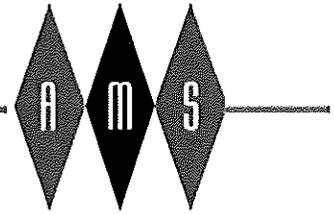
Benjamin D. Wickstrom, PE
President

Statement of Understanding and Scope of Work

PROJECT: City of Wyoming, Michigan
Donald K. Shine Water Treatment Plant
Renovation of One Obsolete Clarifier Building
Estimate No: 3533

In response to the Request for Proposal for Design/Build Services for the above referenced project we have prepared the following summary of work included in our proposal:

1. Scope of work includes modifications to the obsolete north primary clarifier into a basic vehicle storage garage.
2. Addition of four (4) columns to support the existing roof structure, along with concrete foundations and necessary modifications to existing beams. (Currently support is provided by the existing clarifier equipment to be removed.)
3. Removal and disposal of existing clarifier equipment.
4. Construction of a new slab on grade (6" thickness with fiber-mesh reinforcing) inside the existing north clarifier tank at an elevation of approximately 624.58, including necessary compacted fill. Floor will be sloped to drains along the north and south walls.
5. Addition of two (2) insulated coiling overhead doors with operators at new openings through the existing north tank wall to the outside – one at 10' x 10' and the other at 14' x 14'. Coiling overhead doors will be prefinished in a manufacturer's standard color.
6. Addition of two (2) 3070 hollow metal man doors with frames at new openings through the existing north tank wall to the outside.
7. Construction of drive approaches to the new overhead doors with asphalt paving and concrete curbs and gutters. A sidewalk will be provided at one new man door and a 5 x 5 stoop at the other.
8. Addition of one (1) pair 3080 hollow metal doors with frame at new opening through the existing east tank wall into Corridor 2153.
9. Addition of a 3'-8" wide grating stair, with railings, from the new parking floor to the mezzanine level. Stair will include intermediate and top landings. Existing aluminum railings will be modified to provide access to mezzanine from the stair.
10. Construction of a 10 x 10 oil containment area with curb. No provisions are included for handling/removal of spilled oil.
11. Interior partitioning is included only as required to provide separation of the new Vehicle Storage area from the existing south primary clarifier (abandoned). This partition will be a drywall and metal stud partition with a one-hour fire rating and a level 3 finish.
12. Installation of a fire protection system.
13. Underfloor plumbing will be provided for future men's and women's restrooms in the SW corner of the space.
14. Plumbing and HVAC are by Allied Mechanical. Detailed scope follows.
15. Electrical is by Parkway Electric. Detailed scope follows.
16. We propose to provide our standard professional liability limits of \$3,000,000 per occurrence and annual aggregate.



Proposal for Design/Build Services for Renovation of one Obsolete Clarifier Building

Mechanical Scope of Work

General

- Design drawings sealed by Professional Engineer
- Plumbing and Mechanical Permits

Plumbing

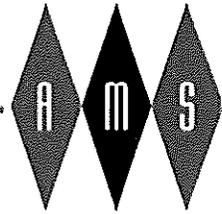
- Rough in future uni-sex handicap bath room
 - Located in the Northeast quadrant of the proposed garage.
 - Underground PVC sanitary stubbed 5'-0" outside the north wall of the building
 - Minimum bury 4'-0"
 - Vent stubbed and capped above ground
- Trench drain in the garage
 - Two sections approximately 20 feet long
 - Located separately along line 3C
 - Drain to West gallery
 - Pipe cored and linkseal through wall
 - Oil interceptor located on the floor in gallery
 - 150 gallon oil separator/interceptor
 - Effluent to trench drain in the gallery

Fire Protection Water Service

- 6" connection to water line over settling tanks
- Exterior stop valve
- Coring and linkseal of building wall
- Flanged connection 1'-0" inside building wall

HVAC

- Two intake louvers in west wall
 - Located just below ceiling beam
 - Enclosed with drain
 - Operable dampers
- Two 8,500 cfm direct fired gas makeup air units
 - Located at the ceiling at walkway level
 - 80% recirculation, 20% fresh air capable
 - One operating, one standby for normal ventilation
 - Provision for crane access
 - Connecting duct work to louver and distribution duct work over garage area approximately 100 feet each
 - Gas piping from existing exterior service to units



- One ceiling mounted recirculation fan 24 feet diameter located between two ducts
- Three roof mounted exhaust fans approximately 6,000 cfm each
 - Mounted on existing openings
 - Provided with VFD drives
- HVAC Controls
 - Control cycle for makeup air units
 - Maintain temperature at low levels
 - Alternate units for minimum ventilation to meet code requirements
 - Monoxide detector system
 - Activates both makeup air units to full outside air ventilation
 - Runs a minimum of 30 minutes upon activation
 - Control of recirculation fans
 - Control of exhaust fans
 - Connection to existing BMS system

Not Included

- Replacement of basement sump pumps: Recommended
- Painting except for gas piping

Sincerely,

Sid Holwerda P.E.
Senior Project Manager



12/17/2012

Joshua Collier
Erhardt Construction Co.
6060 East Fulton Street
Ada, MI 49301
616-825-2923

Quote Number: 12WZ079

Re: Vehicle storage conversion Wyoming WTP

Dear Joshua,

Thank you for the opportunity to provide Erhardt Construction Co. with this quote for Vehicle Storage Conversion Wyoming WTP.

Scope of Work

A. Electrical Distribution

- 1) 1 -New 120/240 volt 42 space panel with breakers for new circuits.
- 2) 1 -New 37.5 KVA transformer.

B. HVAC Connections

- 1) 2 - 2HP exhaust fan connections 20 amp 3 phase 480volt.
- 2) 1 - ¼ HP exhaust fan connection 20 amp 1 phase.
- 3) 2 - 5 HP Air Makeup Unit connections 20 amp 3 phase 480 volt. Disconnects by Parkway

C. Lighting

- 1) 16 - open F-Bay 6 bulb T8 fixtures cable hung at 25' for a lighting level of 15 foot candle.
- 2) 6 - 4' T8 battery backup industrial strip Emergency lights.
- 3) 6 - Exit lights battery backup 2 with remote egress lights.
- 4) 2 - Exterior led wall packs by exit doors.

D. Power

- 1) 15 - GFCI recepticals.
- 2) 2 - 20 amp connections to overhead doors.
- 3) 1 - 20 amp connections to 2 ceiling fans.



E. Miscellaneous *Powerful Ideas*

POWER COMMUNICATIONS CONTROLS

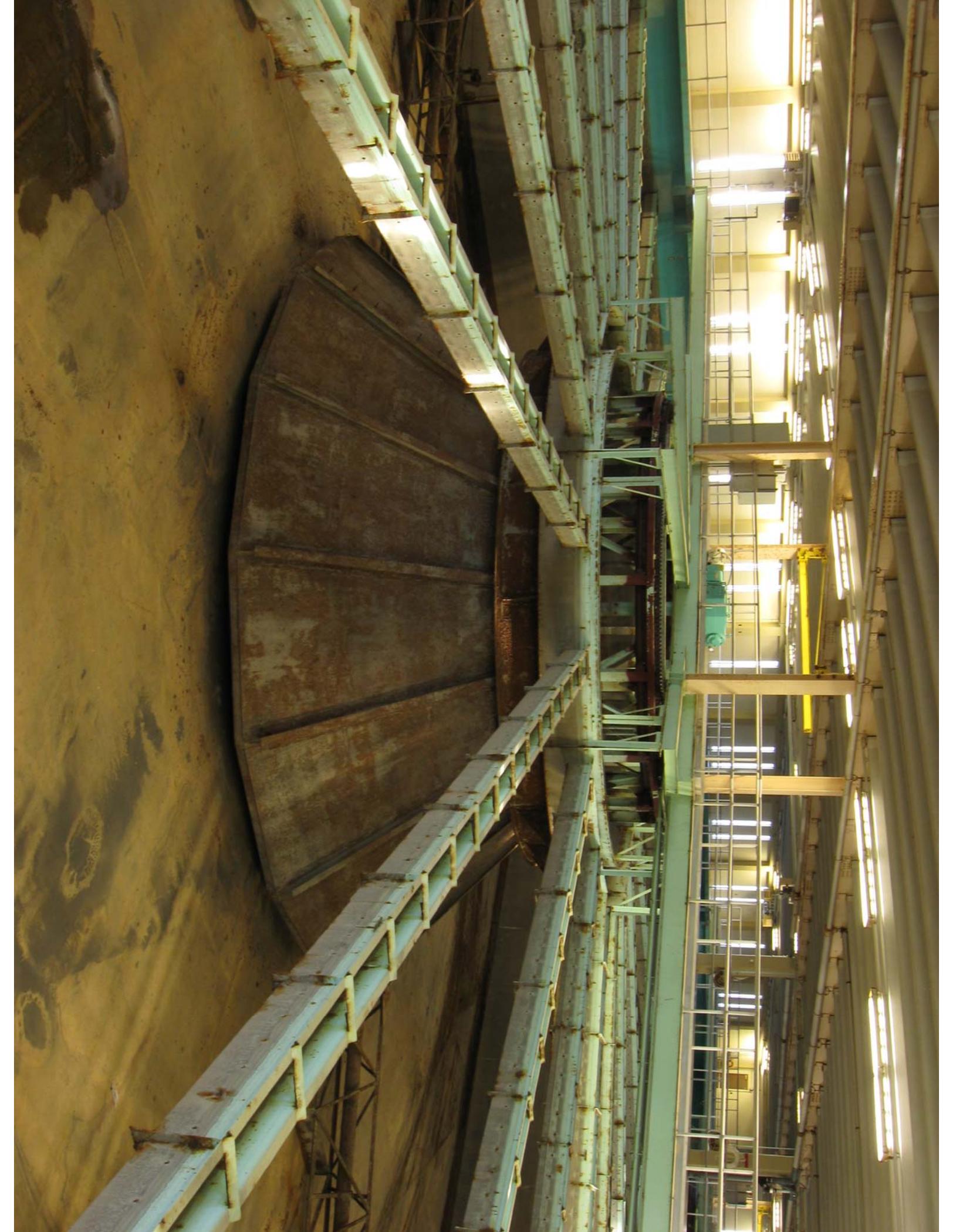
- 1) Demo. of existing electrical to equipment to be demolished back to MCC.
- 2) Demo. of lights above catwalk in tank area.
- 3) Price includes all conduit and wire to make the connections necessary for the above.

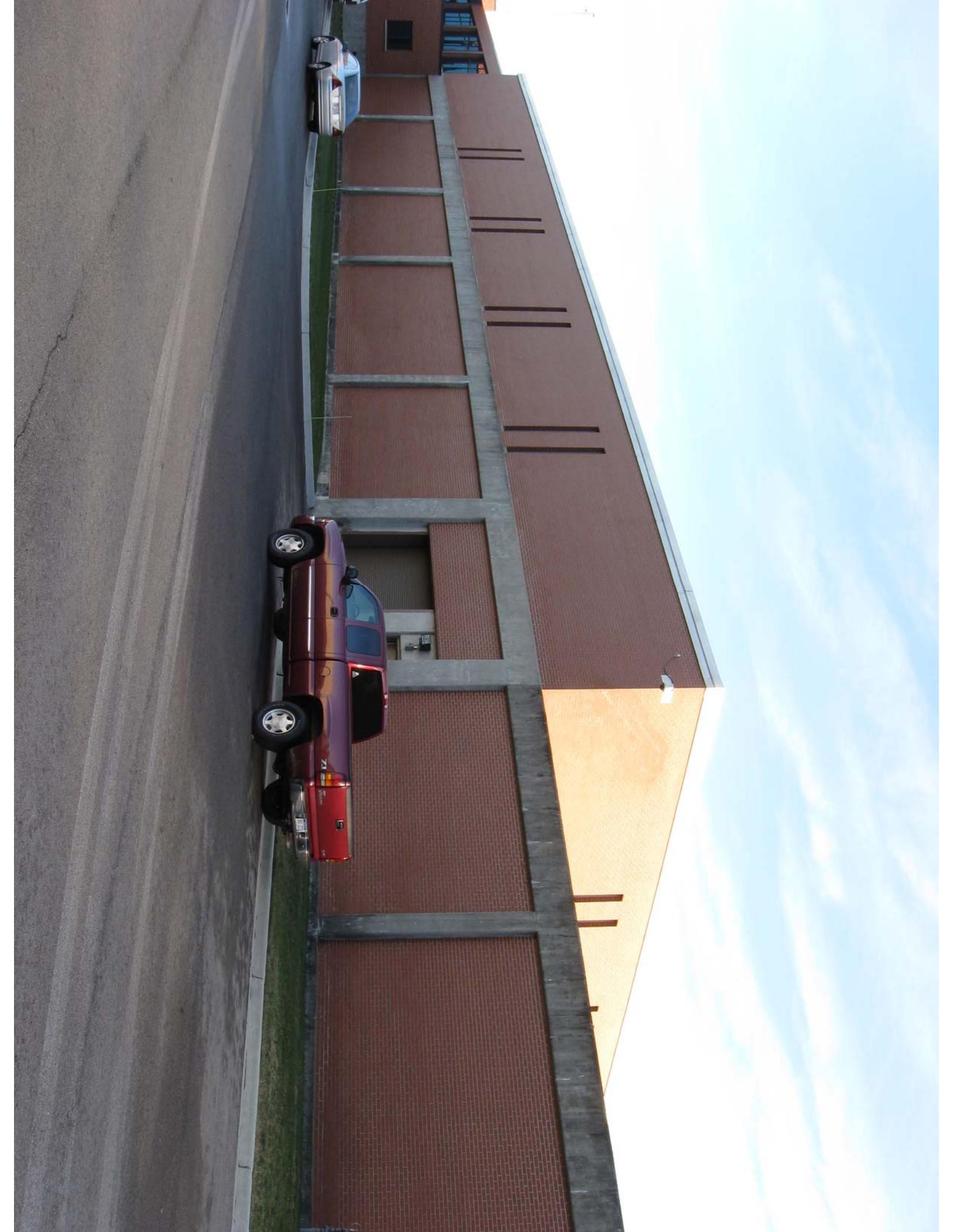
Any modifications to the scope of work listed above must be approved by Parkway, and a written change order completed before the requested work will be performed.

Notes & Assumptions

This proposal has been prepared under the following assumptions:

1. No training is included in this proposal.
2. This proposal is based on all work being performed at a regular hourly rate, unless noted. If there is a need to accelerate the schedule, Parkway will provide a quote, with overtime, for the requested shortened schedule.
3. If additional start-up time is required (beyond that which is stated in the scope of work), it will be billed on a T&M basis.
4. All changes by an authority having jurisdiction or authorization to do so will alter this proposal.
5. Any painting of electrical conduit, equipment, etc. will be done by others.
6. All concrete pads and/or housekeeping pads will be done by others.
7. No allowances are included in this proposal.
8. No electric/cable/telephone/gas/etc... fees or usage charges are included in this proposal.
9. Nothing in this quote should be construed as a substitute for a consultation with a tax professional.
10. No Security or Fire Alarm systems are included.





RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Automated External Defibrillators (AED)	Physio-Control, Inc	\$59,795.90
Two Continuous Turbidity Analyzers	Swan Analytical USA, Inc.	\$10,850.00

2. The City Council does hereby approve the attachment budget amendment which is required for the purchase of the Automated External Defibrillators.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 21, 2013.

ATTACHMENTS:
Staff Reports
Budget Amendment

Heidi A. Isakson, Wyoming City Clerk

STAFF REPORT

DATE: January 2, 2013

SUBJECT: Purchase Automated External Defibrillators (AED)

FROM: Lt. Kirt Zuiderveen

MEETING DATE: January 17, 2013

RECOMMENDATION:

It is recommended the City Council approve the purchase of 30 LIFEPAK 1000 defibrillators from the low bidder, Physio-Control, Inc. Twenty-seven (27) units will be assigned to the Patrol Fleet, one (1) unit assigned to the Fitness Center, one (1) unit assigned to the Firearms Training Facility, and one (1) unit assigned to the Training Unit.

The City of Wyoming received three bids on the requested defibrillators. Rescue One Training for Life rescinded their bid due to contractual obligations that prohibit them from selling the requested product to federal, municipal, state and local governments.

The bids received are as follows:

	Estimated Quantity	Make & Model	Bid Price for One	Total Bid Price for Estimated Quantity
Bidder:			Physio-Control, Inc.	
LifePak 1000	30	LifePak 1000	\$1,960.00	\$58,800.00
Wall Cabinet	3	11220-000079	\$244.80	\$734.40
3-D AED Wall Sign	3	11998-000331	\$25.50	\$76.50
Shipping & Handling			\$185.00	
Bidder:			Henry Schein, Inc.	
LifePak 1000	30	LifePak 1000	\$2,292.86	\$68,785.80
Wall Cabinet	3	4997215	\$254.63	\$763.89
3-D AED Wall Sign	3	1089923	\$35.00	\$105.00

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity - Automatic external defibrillators (AED's) have become central to many communities' successes in reducing mortality from sudden cardiac arrest. AEDs have been proven a safe, simple, and critically-important life-saving device. It specifically treats two of the major causes of sudden cardiac arrest: ventricular fibrillation and ventricular tachycardia.

Economic Strength – Supplementing the City of Wyoming's existing AED's with additional mobile defibrillators.

DISCUSSION: Wyoming Dispatch

On October 1, 2012 the new Closest Unit Response policy went into effect for first response services. This means that those requests for service where the person is in cardiac arrest, or very nearly, will be broadcast as an ECHO response and thus allowing a closer licensed unit to notify dispatch and be assigned to the call.

The ECHO Determinant level allows early recognition and closer response initiation based on extreme conditions of breathing. Such coding is separated from DELTA to encourage local assignment of the absolute closest response of any trained crew (i.e. police with AED's, fire ladder or snorkel crews, HAZMAT, or other specialty teams).

The Wyoming Police Department will be dispatched by location of the patrol vehicle rather than area a patrol vehicle is assigned to medical (ECHO) calls. ECHO calls are priority one calls involving suspected cardiac arrest. Based on this information the entire patrol fleet must be equipped with AED's.

BUDGET IMPACT:

Funds to purchase the AED's will require the attached Budget Amendment transferring funds from General Fund Balance to account number 101-305-31500-740000.

cc. Julie Pease

Staff Report

Date: January 15, 2013
Subject: Purchase of Continuous Turbidity Analyzers
From: Jaime Halm, Utilities Laboratories Manager
Meeting Date: January 21, 2013

Recommendation:

It is recommended that the bid for two (2) continuous turbidity analyzers be awarded to Swan Analytical USA, Inc.

Sustainability Criteria:

Environmental Quality – The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming’s citizens. An important part of this work includes monitoring the plant processes to ensure treatment success and compliance with regulatory requirements.

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

Economic Strength – Continuous, online analyzers provide data about water quality and the treatment processes, which is the basis for decisions regarding treatment chemical dosages. Having this data available in real-time allows for optimized dosage rates. This optimization is not only important for producing quality water, it is also necessary to control treatment chemical costs.

Discussion:

Continuous turbidity analyzers are used to monitor the amount of particulate matter in water. These online meters are used throughout the treatment plant to provide real-time data regarding water quality, to inform decisions regarding process control, and to comply with regulatory requirements.

There are several dozen turbidity analyzers throughout the plant. The application point for the two new analyzers being purchased is at the beginning of the treatment process. The water at this location can have very high turbidity (contains a lot of particulate matter), which causes frequent clogging of the meter’s plumbing. When the meters do clog, the turbidity readings can be inaccurate or can be completely interrupted. With the current model of meter, someone must manually flush and clean the meter. Employee time spent flushing and cleaning the meters can be eliminated by purchasing meters which have a timed, automatic flush cycle (programmable automatic drain). This is an important feature which was set out in the bid specifications.

The meters determine turbidity by measuring the amount of light that can pass through the water to reach a detector. If the light source in the meter fails, it cannot produce measurements until the bulb is replaced. The LED light sources last much longer than the incandescent light sources.

The lowest bid received was from Midwest Municipal Instrumentation, Inc. for the amount of \$4,650.00. However, their bid was for meters which did not meet the specifications for: a programmable automatic drain or LED light source. The meters also do not meet the requirement to utilize an EPA approved non-contact method of measurement.

The meters bid by Swan Analytical USA, Inc. do meet the specifications. Additionally, a successful trial run of a Swan meter was conducted. Therefore, it is recommended that the bid be awarded to Swan Analytical USA, Inc.

Budget Impact:

The bid from Swan Analytical USA, Inc. is for the amount of \$10,850.00. There were 28 invitations to bid and three bids were submitted.

Midwest Municipal Instrumentation, Inc.		Swan Analytical USA, Inc.		Hach Company	
Each Price	Total Price for Two	Each Price	Total Price for Two	Each Price	Total Price for Two
\$2,325.00	\$4,650.00	\$5,425.00	\$10,850.00	\$9,204.88	\$18,409.76

Funds are available in the current year’s budget in capital outlay account 591-591-57300-986954.



Continuous Turbidity Analyzer – Swan Analytical USA, Inc.